
APPENDIX, No. 6,

TO THE

FOURTEENTH VOLUME.

APPENDIX TO THE FOURTEENTH VOLUME

OF THE

JOURNALS

OF THE

LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF CANADA.

From the 15th February to the 1st July, 1856, both days inclusive,
IN THE NINETEENTH AND TWENTIETH YEARS OF THE REIGN OF OUR SOVEREIGN LADY
QUEEN VICTORIA.

Being the 2nd Session of the 5th Provincial Parliament of Canada.

—
SESSION, 1856.
—

Printed by Order of the Legislative Assembly.

VOL. 14.

RETURN

To AN ADDRESS from the Legislative Assembly of the 28th February last, for Statement of the number of Vessels towed in each Season by the Tug-boat Contractors, below Quebec.

By Command,

GEO. ET. CARTIER,
Secretary.

Secretary's Office,
Toronto, 24th April, 1856.

PUBLIC WORKS,

Toronto, 23rd April, 1856.

Sir,—I enclose to you, herewith, as called for by the Address of the Legislative Assembly (returned) Statements of the number of trips performed by the steamers "Admiral" and "Advance," in the tug service below Quebec, during the Seasons 1854 and 1855.

I have the honor to be, Sir,

Your obedient servant,

THOS. A. BEGLY,
Secretary.

The Honorable the Provincial Secretary.

TRIPS PERFORMED BY THE STEAMER "ADMIRAL" FOR THE TUG SERVICE, DURING THE SEASON OF 1854:

May 22.—Left Quebec 9 A. M. for the tug service, returned 23rd 8 P. M.; spoke two vessels, towed up ship "India" from Pillar Light-house to Grosse Isle.

Tariff rate.....£17 0 0

Amount received..... 12 0 0

" 24.—Left 1 P. M. to go to Madame Island to assist bark "Niagara," wrecked there.

Received.....£37 10 0

" 25.—Left 11½ A. M. with four schooners to discharge cargo of ship "Niagara," wrecked on Madame Island.

No. of ships spoken.....3

Tariff rate.....£70 0 0

Amount received..... 50 0 0

Towed up ship "Abigail," of Pool, from St. Michel to Quebec; returned 7 P. M.

Tariff rate.....£15 0 0

Amount received..... 10 0 0

" 26.—Left for the tug service 9 A. M.; spoke four vessels, would not be towed, wind being about to be favorable at the time; returned 27th 9 P. M.

" 30.—Left for tug service 10 A. M., spoke no vessels; returned to Quebec 2nd June.

- June 6.—Left for tug service 9 A. M.; spoke six vessels, found tariff too high; returned 7 P. M.
- “ 13.—Left Quebec for the tug service 6 A. M.; met several vessels, spoke three of them, but their having a light favorable wind prevented them from requiring to be towed; returned same evening 5 P. M. Left 9 P. M. to tow ship “Lanonshire” down to River du Loup; returned 15th 10 P. M.; spoke two vessels, would not be towed, found tariff too high; offered to tow them at about 25 per cent. discount.
- | | | | |
|----------------------|-----|---|---|
| Tariff..... | £81 | 0 | 8 |
| Amount received..... | 81 | 0 | 8 |
- “ 21.—Left for tug service 6 A. M.; returned same evening; met no vessels.
- “ 22.—Left for tug service 6 A. M., returned 23rd; spoke seven vessels, all refused to be towed.
- “ 27.—Left for tug service 6 A. M., returned same evening without meeting any ships.
- uly 1.—Left for tug service 6 A. M., returned 3rd at 9 P. M.; met several vessels, spoke four, would not be towed.
- “ 4.—Left for tug service 3 P. M., returned 5th at 1 P. M., without meeting any vessels.
- “ 6.—Left Quebec for the tug service; returned 9th at 9 P. M.; spoke eight vessels, would not be towed, found tariff too high.
- “ 11.—Left for tug service 3 P. M.; returned 12th at 2 P. M. without meeting any vessels; towed a barge.
- | | | | |
|----------------------|-----|----|---|
| Tariff rate..... | £12 | 10 | 0 |
| Amount received..... | 9 | 0 | 0 |
- “ 12.—Left for tug service 9 P. M.; returned 13th at 8 A. M.; met no vessels in the river.
- “ 15.—Left for tug service 9 A. M.; remained several days in the river looking out for vessels, and afterwards detained by accident; spoke six vessels; returned 27th.
- “ 31.—Left 6 A. M. for tug service; returned 1st August; met seven vessels, but wind being favorable did not require to be towed.
- August 3.—Left 6 A. M. for tug service; returned 8th, having spoken ten vessels during the trip, but would not be towed.
- 15.—Left 6 A. M. for tug service: returned 18th at 1 P. M. without having met any vessels.
- 22.—Left Quebec for the tug service at 4 P. M., returned 25th at 3 P. M., having remained below seeking vessels to tow up; spoke four, but would not agree to be towed.
- 29.—Left for tug service at 1 P. M., returned 30th at 1 P. M., without having met any vessels.
- Sept. 1.—Left for tug service at 1 P. M., returned 4th at 5 A. M.; spoke five vessels, could not succeed to get them towed up.
- “ 5.—Left for tug service at 3 P. M., returned 6th at 3 P. M., met no vessels.
- “ 8.—Left for tug service at 9 A. M., returned 12th at 11 A. M.; was during the whole time in search of vessels to tow or otherwise assist; spoke seven, but they would not be towed.
- “ 15.—Left for tug service at 9 A. M., returned 17th at 10 P. M. without having met any vessels.
- “ 19.—Left for tug service, returned 20th at 4 P. M., met no vessels.
- “ 21.—Left for tug service at 4 P. M., returned 22nd at 3 P. M.; met no vessels.
- “ 25.—Left Quebec for the tug service at 9 A. M., returned 29th at 7 P. M.; met several vessels, with fair wind.
- Oct. 10.—Left for tug service at 3 P. M.; returned 11th at 8 P. M.; met no vessels.

- " 13.—Left for tug service at 9 A. M., returned 18th at 5 P. M.; spoke seven vessels.
- " 19.—Left for tug service at 9 A. M., returned 20th at 3 P. M.; met several vessels with good wind, spoke none.
- " 24.—Left for tug service at 9 A. M., returned 25th at 3 P. M.; met no vessels.
- " 25.—Left for tug service at 9 A. M., returned 30th at 7 P. M.; remained the whole time below to assist or tow up vessels; spoke eight, but would not be towed.
- " 31.—Left for tug service at 9 A. M., returned 1st of November at 2 P. M.; towed bark "Rosina" from Pillers to Quebec.
- | | | | |
|----------------------|-----|---|---|
| Tariff rate..... | £55 | 0 | 0 |
| Amount received..... | 43 | 7 | 0 |
- Nov. 7.—Left for tug service at 9 A. M., returned 8th at 9 A. M.; spoke no vessels.
- " 13.—Left Quebec for the tug service at 9 A. M., returned 17th without meeting any vessels.
- " 28.—Left here at 9 A. M. for tug service, intending to give assistance to any vessel that might have been wrecked or otherwise require it; returned 3rd December at 4 P. M.
- Quebec, April 15th, 1856.

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TRIPS PERFORMED BY THE STEAMER "ADMIRAL" FOR THE TUG SERVICE DURING THE SUMMER OF 1855:

- May 9.—Left at 10 A. M. for towage, returned 13th at 6 P. M.; saw no ships.
- " 15.—Left at 6 A. M., returned 16th at 8 P. M.; spoke two vessels, would not be towed, found tariff too high, offered to tow them at 25 per cent. below tariff, but could not succeed.
- " 18.—Left at 8 P. M., returned 20th at 5 A. M.; spoke one ship, would not be towed up, wind being favorable.
- " 22.—Left at 1 P. M., returned 24th at 3 P. M.; spoke three vessels, found tariff too high, would not be towed after having offered to take them at a great reduction.
- June 15.—Left at 8 A. M., returned 17th at 11 A. M., towed down a schooner which was despatched by emigrant officer to bring up wrecked emigrants.
- | | |
|----------------------|----------|
| Miles ship towed.... | 165 |
| Ships spoken..... | 1 |
| Tariff rate... .. | £47 10 0 |
| Amount received..... | 44 0 0 |
- Towed ship "R. Parker" from Kamouraska.
- | | |
|-----------------------|---------|
| Miles ship towed..... | 90 |
| Tariff rate..... | £80 0 0 |
| Amount received..... | 30 0 0 |
- Spoke three other vessels.
- " 20.—Left at 6 A. M., returned 22nd at 7 P. M. spoke two vessels, would not be towed up, found tariff too high, offered to deduct 25 per cent would not consent to be towed up.
- July 9.—Left at 6 A. M., spoke four vessels, would not be towed, offered to tow up one for £40 tariff, gave £60, another £20, tariff £35; returned 12th.
- " 18.—Left at 6 A. M., returned 20th at 10 P. M.; spoke three vessels, wind favorable, would not be towed.
- August 9.—Left at 6 A. M., returned 12th at 5 A. M.; spoke a brig, offered to tow her up for £20, tariff £35; but refused.

- " 16.—Left at 6 A. M., returned 21st; spoke six vessels, none would be towed, found tariff too high, offered to make a deduction of between 25 and 50 per cent., would not be towed at all.
- " 25.—Left at 10 A. M., returned 27th, saw no vessels.
- " 30.—Left at 6 A. M., returned 4th September, spoke two vessels, wind being favorable would not be towed.
- Sept. 7.—Left at 6 A. M., returned 10th at 4 P. M.; spoke two vessels, would not be towed, found tariff too high.
- " 12.—Left at 6 A. M., returned by 15th at 7 P. M.; spoke brig "John," and offered to tow her up for £30, tariff £50, but refused, finding it too dear.
- " 22.—Left at 1 P. M., returned 6th October at 6 A. M; spoke seven vessels, would not be towed, wind being pretty favorable.
- Oct. 19.—Left at 7 A. M., returned 25th; towed a schooner from Brandy Pots to River du Loup.
Miles ship towed.....5
Tariff rate.....£ 0
Amount received..... £5
- Nov. 3.—Left at 7 A. M., towed ship "Acadia."
Miles ship towed.....40
Tariff rate.....£35 15 0
Amount received.....£20 0 0
Stopped one day at Brandy Pots; went and spoke two vessels, would not be towed; returned to Brandy Pots, staid there four days looking out for vessels; called at St. Andre, spoke brig "Credo," all refused to be towed, found tariff too high, offered to reduce it, but of no use; returned 10th at 6 P M.
- " 14.—Left 7 A. M., towed ship "Pied de Ney" from Quebec to Brandy Pots.
Miles ship towed.....105
Tariff rate.....£55 0 0
Amount received..... 40 0 0
- " 21.—Left at 1 P. M., returned 26th at 9 A. M.; saw no vessels in the River.
(Signed,) T. BABY,
Per CHARLES MORISEY.

Quebec, March 5th, 1856.

TRIPS PERFORMED BY STEAMER "ADVANCE" FOR THE TUG SERVICE DURING SEASON OF 1854:

- August 2.—Left for tug service 9 A. M., returned 5th, 7 P. M., met several vessels with fair wind, spoke five of them; they would not be towed.
- " 24.—Left for tug service 9 A. M., returned 26th with a vessel in tow, (spoke two others)
Tariff rate.....£27 10 0
Amount received 20 0 0
- Sept. 9.—Left for tug service 7 A. M., returned 10th, 3 P. M., spoke 10 vessels.
- " 12.—Left for tug service 7 A. M., returned 13th, 7 A. M., met no vessels.
- " 14.—Left for tug service 2 P. M., returned 16th, 7 A. M., spoke four vessels, would not be towed, offered to do so at 50 per cent. under tariff.
- " 18.—Left for tug service 11 A. M., returned same night with ship "St. Lawrence" in tow.
Tariff rate.....£80 0 0
Amount received..... 60 0 0
- " 21.—Left Quebec for the tug service at 9 A. M., returned 22nd, having spoken seven vessels without success.

- “ 26.—Left for the tug service 10 A. M., returned 30th, 4 P. M., having spoken ten vessels and towed up steamer “Tadousac” from Grosse Isle.
- Oct. 2.—Left for the tug service, returned 3rd, 3 P. M., met no vessels.
- “ 9.—Left for the tug service 8 P. M., returned 12th, 10 P. M., towed up a new ship from Rimouski to Quebec, met several vessels.
 Tariff rate.....£90 0 0
 Amount received..... 75 0 0
- “ 14.—Left for the tug service at 3 P. M., returned 10 P. M., met no vessels.
- “ 21.—Left for the tug service 6 A. M., returned 25th, 3 A. M., spoke seven vessels, none would be towed.
- “ 25.—Left for the tug service 6 A. M., returned 28th, towed up ship “New Brunswick” from the Brandy Pots, spoke four vessels going down.
 Tariff rate.....£70 0 0
 Amount received..... 58 10 0
- “ 23.—Towed ship “Britannia.”
 Tariff rate.....£20 0 0
 Amount received..... 15 0 0
- “ 28.—Left Quebec for the tug service 6 A. M., returned 31st, 8 P. M., spoke five vessels and towed ship “Ward Chapman.”
 Tariff rate.... £17 10 0
 Amount received..... 10 0 0
- Nov. 2.—Left for the tug service 9 A. M., returned 5th, 11 A. M., spoke ten vessels.
- “ 5.—Left for the tug service 1 P. M., towed a transport from Patrick’s Hole to Quebec, returned same night.
 Amount received.....£25 0 0
- “ 10.—Left for the tug service 9 A. M., returned 12th, 8 A. M., towed down transport “Resistance” spoke no vessels.
 Amount received.....£104 8 6
- “ 15.—Left for the tug service 1 P. M., returned 16th, 2 P. M., seen several vessels with fair wind, spoke none.
- “ 20.—Left for the tug service 5 A. M., returned same day 3 P. M., spoke no vessels.
- Quebec, 15th April, 1856.

TRIPS PERFORMED BY STEAMER “ADVANCE” FOR THE TUG SERVICE, DURING SUMMER OF 1855:

- May 8.—Left 1 P. M., for towage, returned 12th, 11 P. M., seen no vessels.
- “ 28.—Left 10 A. M. for towage, returned 31st A. M., spoke 2 vessels, offered to tow up ship “Annie” for £40, tariff rate £65
- June 2.—Left 10 A. M., returned 7th, 3 A. M., towed ship “Alice Thorndike,” spoke another vessel but would not be towed up finding tariff exorbitant.
 Miles ship towed.....109
 Tariff rate..... £75 0 0
 Amount received..... £45 0 0
- “ 9.—Left 6 A. M., returned 11th, met no vessels.
- “ 13.—Left 6 A. M., returned 16th, 5 A. M., went to Portneuf to pass survey on a wreck.
 Ships spoken.....1
 Tariff rate.....£55 0 0
 Amount received..... £50 0 0
 Towed ship “Sarah.”
 Miles ship towed.....95

	Tariff rate.....	£80	0	0
	Amount received.....	£48	0	0
	spoke two other vessels but would not be towed, offered to tow them at 50 per cent. under tariff.			
" 18.—	Left 7 A. M., returned 20th, 11 A. M., towed up ship "Dahlia."			
	Miles ship towed.....	90		
	Tariff rate.....	£48	10	0
	Amount received.....	30	0	0
	Spoke two other vessels, would not be towed, wind having become favourable.			
" 22.—	Left 6 A. M., returned 24th, 10 P. M., towed up bark "Jessner."			
	Miles ship towed.....	111		
	Tariff rate.....	£37	0	5
	Amount received.....	35	0	0
	Spoke also fifteen vessels but would not be towed up, finding tariff too high, offered to tow them for less, refused.			
June 27.—	Left 6 A. M., returned 29th, 7 A. M., spoke three vessels, offered to tow up one for £30, tariff being £45, refused.			
July 2.—	Left 6 A. M., returned 4th, 3 P. M., spoke four vessels, would not be towed, wind being favourable			
" 6.—	Left 6 A. M., returned 13th, 7 P. M., spoke two vessels, but would not be towed, found tariff too high.			
" 16.—	Left 6 A. M., returned 18th, 9 P. M., went to Green Island to assist ship "Amethyst" towed her to the stream.			
	Miles ship towed.....	120		
	Tariff rate.....	£85	0	0
	Amount received.....	70	0	0
	Towed up ship "United Kingdom."			
	Miles ship towed.....	20		
	Tariff rate.....	£15	0	0
	Amount received.....	10	0	0
	Spoke four other vessels.			
" 19.—	Left 10 P. M., returned 20th, 5 P. M., towed up ship "Robert Allsopp."			
	Miles ship towed.....	30		
	Tariff rate.....	£25	0	0
	Amount received.....	20	0	0
	Spoke two other vessels.			
" 21.—	Left 6 A. M., returned 24th, 8 P. M., spoke three vessels but would not be towed up, offered one of them to tow her up for £20, tariff £40.			
" 29.—	Left 6 A. M., returned 31st, 5 A. M., spoke four vessels, would not be towed, found tariff too high, offered to tow them 25 per cent. below tariff, but would not.			
July 31.—	Left at noon, returned 3rd August, 4 P. M., saw no vessels.			
August 7.—	Left 6 A. M., returned 9th, 5 P. M., spoke six vessels, would not be towed up, wind being about to be favorable.			
" 13.—	Left at 6 A. M., returned 15th, 8 P. M., towed ship "Glenlyn" from Isle aux Grues to Quebec.			
	Miles ship towed.....	40		
	Tariff rate.....	£29	8	0
	Amount received.....	20	0	0
	Towed up ship "Albion" from Madame Island to Quebec.			
	Miles ship towed.....	22		
	Tariff rate.....	£11	0	0
	Amount received.....	10	0	0
	Spoke two vessels, would not be towed up.			

- “ 21.—Left at noon, returned 25th, went to Portneuf to tow off ship “Princess Royal.”
 Miles ship towed..... 156
 Tariff rate..... £160 0 0
 Amount received..... 135 0 0
- “ 28.—Left 6 A. M., returned 31st., 5 A. M., called twice on ship “Princess Royal,” spoke three vessels, would not be towed, offered to do so at from 25 to 50 per cent. below tariff, but would not.
- Sept. 1.—Left 6 A. M., returned 10th, 6 A. M., called again on ship “Princess Royal” and succeeded in towing her off, and brought her to Quebec.
 Miles ship towed..... 156.
 Spoke three other vessels but would not be towed.
- “ 14.—Left 6 A. M., returned 22nd, 1 A. M., spoke the following vessels, “Belmont,” “H. Duncan,” “Varna,” “Sherbrooke,” “Marguerite,” “Pollock,” “Jno. Bóyde Raritan,” “Barbara,” “St. Lawrence,” and “Berhice,” but refused to be towed, tariff being found too high; wanted to tow them for less but could not succeed, towed up ship, “America.”
 Miles ship towed..... 45
 Tariff rate..... £31 5 0
 Amount received..... 20 0 0
- “ 24.—Left 1 P. M., returned 28th, 6 P. M., assisted new ship at St. Luce, could not tow her off, tide not high enough.
 Spoke six vessels, wind favorable.
- Oct. 1.—Left 6 A. M., spoke no vessels, returned 6th, 6 A. M.
- “ 9.—Left 7 A. M., returned 15th, 10 A. M., went to St. Luce to tow up new ship “Sebastopol,” succeeded in getting her off her berth and towed her to Quebec.
 Miles ship towed..... 170
 Tariff rate..... £175 0 0
 Amount received..... 140 0 0
- “ 17.—Left 7 A. M., returned 19th, 2 P. M., spoke five vessels, but would not be towed up, found tariff too high, offered to make a deduction but could not succeed.
- “ 23.—Left 7 A. M., returned 24th, 3 A. M., towed up schooner “Highland Jane,” which had put in at Rivière Ouelle in distress.
 Miles ship towed..... 80
 Tariff rate..... £35 0 0
 Amount received..... 30 0 0
- “ 27.—Left 7 A. M., returned 29th 1 A. M., spoke ship “Good Intent,” in distress, tariff £90, offered to tow her to Quebec for £45 but refused.
 Miles ship towed..... 105
 Spoke also ship “Java,” tariff £50, offered to tow her up for £40, refused also, spoke two other vessels.
- “ 30.—Left 7 A. M., returned 3rd November, went to Brandy Pots to assist vessels, stopped three days, returned without seeing any.
- Nov. 9.—Left 7 A. M., returned 16th, 9 A. M., went to St. André to tow off brig “Credo” wrecked there, stopped three days to assist her.
 Miles ship towed..... 90
 Tariff rate..... £60 0 0
 Amount received..... 45 0 0
- “ 14.—Left 1 P. M., returned 16th, 9 A. M., went to St. André to assist bark “Good Intent,” towed her up to Quebec.

	Miles ship towed.....	90	
	Tariff rate.....	£90	0 0
	Amount received.....	78	0 0
"	£1.—Left 4 P. M., 24th, 8 P. M., towed down ship "Joseph Rowan" to Rivière Ouelle point.		
	Miles ship towed.....	80	
	Tariff rate.....	£60	0 0
	Amount received.....	50	0 0

(Signed,)

F. BABY,
per CHS. MORGAN.

Quebec, 5th March, 1856.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

RETURN

TO AN ADDRESS from the Legislative Assembly of the 9th instant; For statement of seizures and forfeitures which were made at the Custom House, Montreal, from 1st January, 1854, to 1st January, 1856.

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Toronto, 24th April, 1856.

STATEMENT of Seizures and forfeitures made by the Customs at the

No. of Seizure.	Date of Seizure.	How and when disposed of.	Detail of the Articles Sold.	Gross Proceeds. Currency.
1	January 11		11 Boxes Patent Medicines, Cigars, &c.	
2	" 12		2 Do. do. do.	
3	" 24		Goldfoil, platina stanfoil, artificial teeth, &c.	
4	" 27		15 Bbls. Crushed Sugar	2 4 0
5	February 27	May, 1854	1 Box Paper-hanging, six painted on canvas &c.	20 10 0
6	" "	Do	1 Lot of Hatters' trimmings, hat-bands, &c.	
7	" "		5 Colt's Revolvers, one Webley's revolver	3 10 0
8	March 4	May, 1854	12 Thermometers and 8 lbs. chocolate	
9	April 5		25 Yds. silk and woollen plaid	
10	" 5		44 Pairs silk gloves, &c.	
11	" 12		1 Frail of Dates	8 5 0
12	" 13	September, 1854	61 Ladies' fronts, &c.	
13	" 19		One parcel of goods	38 10 0
14	June 26	September	1 Case of Goat skins	
15	August 17		1 Crape shawl	20 0 7
16	October 6	August, 1855	1 Roll Sole leather	
17	" 7		122 Hhds. Brandy	7 0 0
1855.	1855.			43 12 6
1	February 23	May, 1855	1 Cart Hare	
2	May 23	January, 1856	1 Box Watch Materials	
3	" "		18 Long Woollen shawls	
4	June 20		Foreign manufacture. Cutlery, richly mounted	
5	" 21		Watch materials, jewels, and precious stones	
6	August 6		1 Box jewellery	
7	" 6		7 Lots shirt studs, &c.	
8	" 15		400 Kips American leather	
9	" 25		A quantity of dressed furs	
10	September 11		Optics, Compasses and Room-papers, &c.	
11	" 14		2 Dozen silver Watches	133 19 3
12	October 6		1 Box jewellery, 2 patent chronometers, &c.	
13	" 3		68 Boxes brown clayed sugar	
14	" 4		Lot of plated ware, cutlery, &c.	
15	" 12		Parcel containing lace, addressed to Mr. Jas. Parkins. through the Post Office	
				£ 278 1 1

The only suit arising out of Customs Seizures at brought in September, 1854, for the condemnation of & Co., whose claim was maintained, and the Inferior Court in 1855, the Judgment being silent as to Costs

Inspector General's Office, Customs Department,
Toronto, 21st April, 1856.

Port of Montreal, from 1st January, 1854, to 1st January, 1856.

Expenses. Currency.	Collector's Per centage.	Net Proceeds. Currency.	Seizing Officer and Importer's proportion.	Name of Seizing Officer.	Amount payable to Receiver General.	Remarks.
£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	
						Restored.
						Do.
						Pending.
						Restored.
9 10	2 3	1 12 8	1 1 9	W. S. Williams	10 11	
1 2 1	1 0 6	18 7 5	12 4 11	Do.	6 2 6	
	3 6	3 0 0	2 4 4	Do.	1 2 2	Restored.
						Do.
						Do.
17 8	8 3	4 19 1	4 12 9	W. S. Williams	2 6 4	Restored.
2 5 3	1 18 6	34 0 3	22 17 6	Collector	11 8 9	Restored.
1 10 9	1 0 5	17 18 5	11 13 11	Collector	5 19 6	Restored on payment of £300 to Collector and Appraiser.
17 2		6 2 10	4 1 11	J. Belson	2 0 11	
3 12 5		40 0 1	26 13 4	W. S. Williams	13 6 9	
						Restored.
						Do. on payt. of 25s. to W. S. Williams.
						Before the Court of Queen's Bench.
						Do. on payt. of 25s. to W. S. Williams.
						Do. do. 20s. do. do.
						Restored.
						Before Court.
						Restored.
						Pending.
9 3 11		124 15 4	66 10 2	W. S. Williams	33 5 2	Out of the gross amount levied, the sum of £25 remains in the hands of the Collector by order of the Department, for further consideration.
						Restored.
						Do. on payt. of 25s. to W. S. Williams.
						Pending.
19 19 1	4 13 5	253 8 7	152 5 7		76 3 0	

the Port of Montreal of which I am aware is one a quantity of Cigars imported in 1853 by H. Joseph and dismissed by the Judgment of the Superior

R. S. M. BOUCHETTE.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

R E T U R N

TO TWO ADDRESSES of the Honorable the Legislative Assembly to His Excellency the Governor General, dated 28th February, 1856, for,

1st. "A Statement of the different sums of money placed to the credit of the special fund set apart to aid the Censitaires in the redemption of the Seigniorial dues, and to defray the expenses arising out of such redemption, in virtue of the Seigniorial Tenures Act of 1854, and of the amendments made thereto in 1855,—and for other information."

2ndly. "Copies of all instructions given by the Government to the Commissioners appointed to carry into operation the Seigniorial Tenures Act of 1854, and of any correspondence on the subject between the Government and the said Commissioners."

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,
Toronto, 2nd May, 1856.

No. 579.

RECEIVER GENERAL'S OFFICE,
Toronto, 4th April, 1856.

SIR,—I have the honor herewith to transmit the Address of the Legislative Assembly of 28th February last, requesting such information as could be furnished relative to the carrying out of the Seigniorial Act, 18 Vic., ch. 3, and I have also the honor to transmit such information as is in the power of this Department to furnish, viz.:

A Statement of cash receipts from the various sources of revenue applicable to the relief of Censitaires, under 17 and 18 section of 18 Vic., ch. 3, from the years 1850, 1851, 1852, 1853, 1854, averaging £12,516 13s. 4d., representing a capital of £208,611 2s cy. It will be observed that the amount of Quints applicable to the same purpose is left in blank, as so far it cannot with accuracy be obtained.

An account current shewing the amounts placed to credit of the account under same Act, with the amounts paid out of same, with interest account to 31st January, 1856, being the end of the fiscal year, and said account exhibiting a balance at credit of £366,387 6s. 3d. cy.

Also a copy of a communication from John Langton, Esq., Auditor of Public Accounts, accompanying two Statements of Expenditure of the Seigniorial Tenure Commission, of date 12th ultimo, and which is all the information possessed by this Department applicable to said Address.

I may add that the cause of apparent delay in not furnishing this reply at an earlier date, has arisen from the difficulty in obtaining certain information connected therewith, and which has only been obtained within the last few days.

The clauses of the Address marked in red ink, respectively A, B and C, do not apply to this Department, or if so, this Department has not been furnished with any information through which the requirements of these clauses could be complied with.

I have the honor to be, Sir,

Your most obedient servant,

E. P. TACHE,

Receiver General.

The Honorable Geo. E. Cartier,
Provincial Secretary, &c., &c., &c., Toronto.

STATEMENT of Cash Receipts from the various sources of Revenue applicable to the relief of the Censitaires, under the 17th and 18th Sections of the Act 18 Vic., cap. 3:

Collections for Years.	Quint, &c., belonging to the Crown.	Revenue & Sales Seignory of Lauzon.	Auction Duties and Licenses in Lower Canada.	Net Shop Licenses in L. Canada.	Net Tavern Licenses in L. Canada.	Total.	REMARKS.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
1850.....	£1,384 15 0	£3,975 17 5	£1,194 3 2	£2,087 7 6			Collected in City and County Montreal £812, Tavern Licenses. Collected in other Seignories in the District £518, Tavern Licenses.
1851.....	1,544 6 10	4,692 19 5	1,249 0 0	3,801 18 9			Collected in City and County of Montreal £1,839 5s., Tavern Licenses. Collected in other Seignories in the District £510 18s. 9d., Tavern Licenses.
1852.....	4,826 3 7	4,964 12 7	1,673 5 3	3,374 10 0			Collected in City and County of Montreal £1,848 4s., Tavern Licenses. Collected in other Seignories in the District £644 8s., Tavern Licenses.
1853.....	6,166 19 11	4,781 7 1	1,828 10 7	3,118 15 0			Collected in City and County of Montreal £1,335 12s., Tavern Licenses. Collected in other Seignories in the District £686 5s., Tavern Licenses.
1854.....	2,767 6 1	4,585 3 6	1,689 12 6	3,376 13 0			Collected in City and County of Montreal £1,494 18s., Tavern Licenses. Collected in other Seignories in the District £764 1s., Tavern Licenses.
Averaging.....	£16,189 11 5	£23,000 0 0	£7,684 11 6	£15,759 4 3	£62,588 7 2		
	£3,237 18 3	£4,600 0 0	£1,526 18 3	£3,151 16 10			
						£12,516 13 4	Representing a Capital of £208,611 2s.

E. P. TACHÉ,
Receiver General.

**THE SEIGNIORIAL ACT (18th Vict. cap. 3 and 103), in Account Current (and Interest Account) with the Province of Canada—
Dr. Interest to 31st January, 1856, inclusive.**

Date.	Amounts.	Days.	Interest.	Date.	Amounts.	Days.	Interest.
	£ s. d.		£ s. d.		£ s. d.		£ s. d.
1855. May 23,	To cash, H. Judah, incidental Expenses as Seigniorial Commissioner.....		10 7 11	1855. June 1,	By amount capitalized at 6 per cent. from the average revenue for the last five years of sources now applicable to this Act, say on £12,516 13s. 4d., constituting a capital of, viz, as per statement herewith. 208611 2 0	253	8401 11 11
June 11,	To cash, S. Lelièvre, certain Expenses as Seigniorial Commissioner.....	234	5 15 5	June 1,	By amount voted by Legislature for purposes of said Act..... 150000 0 0	245	6041 1 11
July 2,	To cash, F. R. Angers, on account of Searches for Seigniorial Documents..	213	3 10 0				
July 28,	To cash, S. Lelièvre, on account Expenses Seigniorial Commission.....	187	61 9 7				
Sept. 11,	To cash, Burroughs & Fiset, for certain copies of Seigniorial Documents.....	142	0 12 4				
Sept. 28,	To cash, S. Lelièvre, on account Expenses Seigniorial Commission.....	125	41 1 11				
Dec. 10,	To cash, S. Lelièvre, on account expenses Schedules, authorised by O. C., 5th October, 1855.....	52	17 1 11				
	To balance carried down... 366387 6 3	Balance.	14302 14 9		By balance of Interest..... 14302 14 9		
	£372913 16 9		14442 13 10	1856. Jan'y 31,	By balance brought down £366387 6 3		14442 13 10

E. P. TACHÉ,
Receiver General.

E. & O. E.

(Copy.)

AUDITOR'S OFFICE
Toronto, 12th March, 1856.

SIR,—I have the honor to enclose two Statements of the expenditure of the Seigniorial Tenure Commission, and of the Montreal Branch of the same, founded upon the accounts sent in to me for audit.

I have the honor to be,

Your most obedient servant,

(Signed,)

JOHN LANGTON.

The Honble. E. P. Taché,
Receiver General.

A true copy,

E. P. TACHE,
R. G.

THE SENATORIAL TENURE COMMISSION IN ACCOUNT WITH THE GOVERNMENT OF CANADA.
1855.

Dr.

Cr.

		£	s.	d.	£	s.	d.
To Warrants.....	By Paid Commissioners.....	8150	0	0			
	Do Salaries.....				1312	10	0
	Do Surveying Department.....				356	11	0
	Do Commission at Quebec.....				420	17	7
	Do Office furniture.....						
	Do Office Expenses.....						
	Do Fuel, &c.....						
	Do Printing, &c.....						
	Do Surveying Department.....				91	4	6½
	Do Commission at Quebec.....				181	1	11
	Do Plans, &c.....						
	Do Travelling Expenses.....						
	Do Surveying Department.....				28	2	6
	Do Commission at Quebec.....				72	10	0
	Do Notices, &c.....						
	Do Law Expenses.....						
	Do Professional Services.....				1450	0	0
	Do Other Expenses.....				75	0	0
	Do Montreal Branch.....						
					1525	0	0
					3000	0	0
	Balance.....				7287	19	7½
					862	0	4½
					£8150	0	0

12th March, 1856.

(Signed,) JOHN LANGTON,
Auditor.

A True Copy,
E. P. TACHE,
R. G.

MONTREAL BRANCH IN ACCOUNT WITH THE SEIGNIORIAL TENURE COMMISSION.

DR.

1855.

CR.

	£ s. d.	£ s. d.	£ s. d.	£ s. d.
To Warrant from Receiver General		250 0 0		1420 0 0
" Cheque from Commissioners.....	1000 0 0			
Do Do	2000 0 0			342 15 0
		3000 0 0		280 14 5
				156 5 0
				77 2 2
				44 17 6
				457 10 2
				228 8 11
				235 14 8
				3241 7 10
				8 12 2
				£3250 0 0
				£3250 0 0

March 12th, 1856.

A True Copy,
E. P. TONG, R. G.

(Signed,) JOHN LANGTON,
Auditor.

[Translation.]

SEIGNORIAL TENURE OFFICE,
Quebec, 24th April, 1856.

SIR,—In compliance with the instructions contained in your letter of the fourth instant, addressed to the Commissioners here, I have the honor herewith to transmit to you the names of all the Seigniors who, up to the first of February last, have produced certified statements of the amount claimed by them for *Quint, or Lods et Ventes*, in conformity with the 3rd clause of the Act of 1855 amending the Seigniorial Tenure Act of 1854, and the amount claimed by each of them, together with a list of the persons employed to make the Schedules in accordance with the provisions of the said Act; and to inform you that no sum of money has been paid either on account of the interest or on account of the principal claimed by the proprietors of *Fiefs* or Seigniorics in that part of Lower Canada. I have also the honor to inform you that the duty of the persons employed in preparing the Schedules consisted in making a list of the names of the *Censitaires* on each Fief or Seignioric, the extent in front, depth, and superficies of the land possessed by each, either for agricultural purposes, or for other than agricultural purposes, or for building lots, and the amount of *Cens et Rentes* in money.

The amount generally allowed by the Commissioners to the persons performing these duties, has been six shillings and three pence for every page of thirty lines.

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

C. DELAGRAVE,
Secretary.

The Honble George E. Cartier,
Provincial Secretary.

STATEMENT of Seigniors, who up to the 1st of February, 1856, have produced certified Statements of the amount claimed by them for *Quint* or *Lods et Ventes*, in conformity with the 3rd clause of the Act of 1855 to amend the Act of 1854, and the amount claimed by each.

Name of Seignior or Proprietor.	Name of Seigniory, Fief, &c.	Amount claimed for <i>Lods et Ventes</i> .
Les Dames Drapeau.....	Gouffee.....	£488 5 7
Seminaire de Quebec.....	Cole de Beaupré.....	6023 13 9½
Do.....	Isle aux Coudres.....	831 14 6
Gourdeau.....	Fiefs Beaulieu et La Groisardiere, Isle d'Orleans.....	159 10 0
Hôpital Generale.....	D'Orsainville.....	173 16 2
Seminaire de Quebec.....	Sault au Matelot.....	7778 14 3
Hôpital Generale.....	Notre Dame des Anges.....	1368 2 10
Seminaire de Quebec.....	Coulogne.....	4841 18 1
Hotel Dieu, Quebec.....	St. Ignace.....	1731 5 4
Do.....	Des Maurie.....	825 0 6½
Larue et al.....	Neuville.....	2046 3 9
Victor Garipey.....	Lachevotière Sud.....	295 6 6
Peter Burnet.....	Les Grondines.....	1015 11 7½
Mdc. de St. Ours.....	St. Jean Deschaillons.....	806 18 5
	Beauvais.....	154 8 5
Ursulines de Quebec.....	Ste. Croix.....	1996 18 11½
Arthur Ross.....	St. Gilles de Beauvillage.....	2130 17 6
Heirs Noël.....	Tilly.....	696 15 0½
Do.....	Bonsecours.....	770 16 7
Do.....	Maranda.....	177 12 5½
Do.....	Le Gardeur Bellesplains.....	841 18 10½
Do.....	Gaspé.....	259 5 1½
William Pozer.....	St. Etienne.....	1110 5 6½
J. T. Taschereau.....	Joliet (part).....	2579 1 9
Do.....	St. Joseph (N. E. part).....	194 13 9
William Pozer.....	Aubert Gallion.....	175 2 5
Heirs Harbottle.....	Cumberland.....	122 8 8
N. C. Faucher.....	Vincennes.....	350 2 10½
Thos. G. Launière.....	St. Michel, augmentation (part).....	958 14 6
Leger Launière.....	St. Michel.....	1335 17 3
Heirs W. Patton.....	Riviere du Sud, (part).....	1177 18 4½
J. B. and L. Couillard Dupuis.....	do do.....	158 17 1
Godfroy Blais.....	do do.....	318 19 2
Hotel Dieu, Quebec.....	Isle aux Grues.....	108 13 9½
Heirs W. Patton.....	L'Epinay, (part).....	33 0 1½
Euher Couillard.....	do do.....	44 1 4
J. B. Morin.....	do do.....	40 7 1
Heirs Chenet.....	Gagné ou Gamache.....	102 7 8½
Euher Couillard.....	Fournier.....	781 14 9
Aug. Bernier.....	Lafrenaye.....	121 15 6
Heirs Chenet.....	Vincelotte.....	889 4 11
M. C. Riverin.....	Lachevallerie.....	75 15 5
O. E. Casgrain et al.....	Fief Fortin.....	153 8 11
Euher Couillard.....	Islet Bonsecours, (part).....	19 17 6
O. E. Casgrain.....	do do.....	949 16 5
Jean Marie Belanger.....	do do.....	20 16 8
Jos. N. Martin.....	do do.....	219 13 6
De Ve J. B. Belanger and Martin.....	do do.....	73 8 9
Joseph and Gabriel Aubut.....	Islet St. Jean.....	2 0 7
O. E. Casgrain.....	do.....	484 14 2
De. A. Caron, espouse de Ged Fortin.....	do.....	126 8 3
J. Marie Couillard.....	do.....	51 12 6

STATEMENT of Seigniors, &c., &c., (Continued)

Name of Seignior or Proprietor.	Name of Seignior, Fief, &c.	Amounts claimed for <i>Lods et</i> <i>Ventes.</i>
Jos. Caron.....	Islet St. Jean.....	4 3 9
Remi N. Couillard.....	do.....	43 13 4
Jos. C. Couillard, Despres & Jos. Martin.....	do.....	285 16 5
Andrew and Henry Stuart.....	Lessard.....	384 5 11
Heirs Gaspé.....	St. Jean, Pt. Joli, Rheaume Isle a la Peau.....	8831 4 7
Amable Dionne.....	St. Roche des Aulnets.....	3004 15 9
Elizée Dionne.....	St. Anne La Pocatière.....	3700 18 5
Pierre Thos. Casgrain.....	Rivière Ouelle.....	2333 13 5
Heirs Blanchet.....	St. Denis de la Rivière Ouelle.....	1070 13 11
Heirs P. E. Taché.....	Kamouraska, Grandville.....	5058 15 0
Rep. J. S. Campbell.....	Islet du Portage.....	1006 6 2
L. N. Garveau.....	D'Artigny & De Villeray ou Villeray.....	996 10 10
C. Bertrand.....	Isle Verte, (part).....	1310 14 4
Pierre Rioux.....	Trois Pistoles, (part).....	116 3 5
Capt. J. B. Rioux.....	do do.....	283 9 0
Heirs J. B. Rioux.....	do do.....	65 11 3
Leandre Beaucher dit Morency.....	do do.....	14 1 3
Heirs Benj. Rioux.....	do do.....	23 3 3
do Paul Rioux.....	do do.....	173 17 11
Louis Bertrand.....	do do.....	54 0 0
Dames Drapeau.....	Nicolas Rioux.....	1443 5 11
do.....	St. Barnabé and Rimouski, (part).....	1353 14 7
Charles Lepage.....	do do do.....	19 18 1
Jean Lepage.....	do do do.....	42 13 4
Dames Drapeau.....	Lepardou Lamollai.....	554 14 0
do.....	Lepage and Thivierge.....	2278 9 11
do.....	Pachot.....	254 1 6
Heirs McNider.....	Peiras ou Métis.....	201 15 7
Dougald Fraser.....	Matane.....	289 16 2
		£77464 16 8

STATEMENT of Seigniors, who since 1st February, 1856, to 1st April, 1856, have produced certified Statements of the amount claimed by them for *Quint or Lods et Ventes*, in conformity with the 3rd clause of the Act of 1855, to amend the Act of 1854, and the amount claimed by each.

Name of Seignior or Proprietor.	Name of Seignior, Fief, &c.	Amount claimed for <i>Lods et Ventes</i> .		
		£	s.	d.
L'Hon P. de Salles Laterrière.....	Eboulements.....	364	9	7
Amélie de Salabery.....	Fief dans Beauport.....	6	5	0
Les Dames Drapeau.....	Part of Isle of Orleans.....	1656	1	5
James Mottz.....	Fief dumesnil do.....	22	18	4
Fabrique de Quebec.....	Notre Dame de Quebec.....	3514	2	6
do do.....	Cap aux Diamants.....	2144	11	8
Dames Ursulines.....	Ursulines.....	2375	3	5
Representants Ant. Parant.....	St. François.....	163	3	4
do do.....	St. Ursule.....	102	8	4
	Belair.....	145	19	7
Peter Langlois.....	Bourg Louis, N. E.....	403	18	1
A. Bochet et al.....	La Chievrotière Nord.....	206	19	8
Ursulines de Quebec.....	Lauzon Fief St. Anne.....	155	19	4
do do.....	do Fief en Franc aleu.....	111	2	2½
Heirs P. E. Taschereau.....	Joliet (part).....	890	5	4½
George Desbarats.....	St. Edouard Joliet, S. E.....	29	10	0
Heirs P. E. Taschereau.....	Ste. Marie, N. E. (part).....	768	0	0
Heirs G. L. Taschereau.....	do do.....	172	17	10
Heirs O. Perrault.....	do do.....	652	14	5½
Heirs G. L. Taschereau.....	do (S. O. part).....	322	9	4
Heirs O. Perrault.....	do do.....	269	6	0½
Heirs P. E. Taschereau.....	do do.....	549	0	4
do do.....	St. Joseph, (N. E. part).....	203	1	5½
Dame L. Perrault.....	do do.....	137	19	5
O. Perrault.....	do do.....	250	9	2½
Heirs de la Gorgendière and J. T. } Taschereau.....	do S. O. do.....	893	11	1
	Livaudière.....	2014	17	6
L. P. F. Turgeon.....	Beaumont.....	1874	17	8
J. T. Taschereau.....	St. Michel augmentation (part).....	191	15	3
Eucher Couillard.....	Rivière du Sud (part).....	1107	3	6½
Louis and J. Nicol.....	do do do.....	128	14	0
Louis Blais.....	do do do.....	88	7	3
Francois Tétu.....	do do do.....	183	10	10
Godfroy Blais.....	Lepinay partie.....	10	8	4
De A. Gagnon épouse de C. Bernièr	Islet Bonsecours (part).....	84	15	8
do do do do.....	Islet St. Jean (part).....	84	6	5
Jean Bte. Coté.....	Isle Verte (part).....	25	8	4
John G. Seaton.....	do do.....	57	1	4
Frs. and J. B. Rioux.....	Trois Pistoles (part).....	51	11	2
Eloi Rioux.....	do do.....	246	5	6
Nazaire Tetu.....	do do.....	25	0	0
Archibald Campbell.....	Bic partie.....	741	0	9
		£23777	5	6½

(Translation.)

Statement of Schedules completed so far as they could be before the Judgment of the Special Court [District of Quebec.]

Mount Murray,
Murray Bay,
Eboulements,
Belair,
Deschambault,
Lotbinière,
Ste. Marie, N.E. (party possessed by)

P. E. Taschereau,
G. L. Taschereau,
O. Perreault,
Julie L. Taschereau,
El. Duchesnay,
Ste. Marie S. O. (party possessed by)
Geo. L. Taschereau,
O. Perrault,
Amelie Duchesnay,
Her. De la Gorgendière,
Vaudreuil,
Ste. Barbe lafamine,
St. Charles,
Livaudière,
Beaumont,
Lamartinière or Beauchamps,
Augmentation St. Michel, Tas-
chereau,
St. Vallier,
Berthier,
Bellechasse,
Isle Madame,
Ant. Talbot,
Rivière du Sud, (party possessed by)
Ant. Talbot,
Eucher Couillard,
J. Bte. Morin,
Louis & J. Nicol,
Louis Blais,
Jacques Fournier,
Louis Nicol,
Frans. Tetu,
L'épinay, (party possessed by)
L. & B. Dupuis,
Jacques Fournier,
Widow Jos. Dorcourt Blais,
Louis Blais,
Godfroy Blais,
Louis & Jos. Nicol,
Ant. Talbot,
Islet Bonsecours, (party possessed by)
C. Bernier, and W. Couillard,
O. E. Casgrain,

Chrysologue C. Desprès
Angèle Couillard,
Aristobule Couillard,
Olephée Couillard,
Flore Couillard Desprès,
Caliste Couillard Desprès,
Jos. E. Couillard Desprès & J. N.
Martin,
Eléonore C. Couillard,
J. B. Couillard Desprès,
Octavie Couillard Desprès,
Madawaska,
Cote Beaupré,
Isle aux Coudres,
Sault au Matelot,
Des Maure,
Lachevrotière (Sud.)
Grondines,
St. Jean Deschaillons,
Beauvais,
Ste. Croix,
St. Gilles de Beurivage,
Tilly.
Bonsecours,
Maranda,
La Gardcur Belle Plaine,
Gaspé,
St. Etienne,
Joliet,
St. Joseph, N. E.,
Aubert, Gallion,
Cumberland,
Vincennes,
St. Michel,
River du Sud, (party possessed by)
Heirs W. Patton,
J. B. & L. Couillard Desprès,
Godfroy Blais,
Isle aux Grues,
L'épinay (party possessed by),
Heirs W. Patton,
Eucher Couillard,
J. Bte. Morin,
Gagne or Gamache,
Fournier,
La Frenage,
Vincelotte,
Lachevallorie,
Fortin (Fief),
Islet Bonsecours (party possessed by)
Eucher Couillard,

O. E. Casgrain & J. N. Martin,
 J. B. Belanger, Prosper & Heritiers,
 A. Belanger & J. N. Martin,
 O. E. Casgrain, J. M. Boucher,
 Jos. Houle, L. G. Martin,
 J. N. Martin dit Beaulieu,
 Islet St. Jean, (party possessed by)
 C. Bernier & W. Couillard,
 Benoni Aubut,
 Dme. M. Couillard Wife of Alexis
 Baillargeon,
 Dame L. G. Fortin,
 Heirs J. M. Belanger,
 Jos. E. Couillard Després and Jos.
 Martin,

O. E. Casgrain,
 Islet St. Jean (party possessed by)
 O. E. Casgrain,
 De Caron Wife of Ged Fortin,
 J. M. Couillard,
 Joseph Caron,
 Remi N. Couillard,
 Joseph C. Couillard Després, and
 Joseph Martin,
 Andrew and Henry Stuart,
 Nicolas Rioux,
 Peiras or Mitis,
 Matane.

LIST of Persons employed by the Commissioners at Quebec to make the Schedules and to complete them so far as they could be before the Judgment of the Special Court:

	<i>Seigniories.</i>
Delagorgendière	Deschambault, Grondines, Lachevrotière.
Simeon Lelièvre	Desmaure.
Joseph Filteau	Lotbinière.
J. W. L. Loyd	St. Gilles de Beauvillage.
Charles A. Dubuc and Louis Lavoie.....	Beaupré, Isle aux Coudres, Sault au Matelot, Isle - Jesus, Centenges.
Joseph D. Lepine	Vincelotte, Gagné, Ste. Claire, Lafrenaye, St. Charles, Fournier, Rivière du Sud, L'Epinay, Isle aux Grues, Isle aux Oies, Ste. Marguerite.
A. Bender	Islet Bonsecours, Islet St. Jean, Fief Lepsard,
Edward Tremblay	Mount Murray.
H. Hudon Beaulieu	Murray Bay.
Louis Ruel.....	St. Michel and Augmentation, Fief, Beauchamp, Beaumont, Vincennes, Livaudière.
J. B. Bonneville.....	St. Marie, St. Etienne, St. Joseph, Vandreuil, Aubert, Oallion, Aubin de L'Isle, Cumberland, Ste. Barbe où la Famine, St. Charles.
Moyse Morin.....	Madawaska.
B. Pouliot	St. Valier, Berthier, Bellechasse, Isle Madame.
C. Duberger	Eboulements.
G. A. Lemay.....	St. Jean D'Eschaillons, Ste. Croix and
J. C. Rival.....	Fief Beauvais.
E. McKenzie and J. C. Belanger	Joliette, Augmentation, St. Michel, partie de J. T. T. Taschereau.
Ant. Bernier	Nicolas Rioux.
Joseph Garon	Matane and Metis.
Louis Panet.....	Fiefs and Seigniories Notre Dame des Anges, Sillery, St. Gabriel, Coulonges, Belair, St. Michel, St. Jean, St. François, Monceau, Mistongaine, D'Orsainville, St. Ignace, Stuart.
Charles Panet.....	Seigniories and Fiefs Gaudarville, Bourg Louis, Fos-sambault, Pointe aux Trembles.

 List of Persons employed by the Commissioners at Quebec, &c.—(*Continued.*)
Seigniories.

J. B. Pruneau.....	Beauport and Fiefs en Icelle.
Roger Lelièvre.....	Portneuf, D'Auteuil, Neuville, Jacques Cartier.
A. Morin.....	St. Jean, Port Joli, Rheaume, St. Roch des Aulnais.
Charles Bourgette.....	Tilly and Fiefs.
C. Cinq Mars and Notaire Dick.....	Seignioriy of L'Isle of Orleans.
P. Winter.....	Seigniories of the District of Gaspé.
J. B. Pouliot and Louis Gau- vreau.....	Rimouski, St. Bernabé, Lessard, Lepage and Thi- vierge, Pachot.
Joseph Oullet.....	Trois Pistoles.
M. H. St. Jorre and J. B. A. Chamberland.....	Rivière du Loup, Terrebois, Granville and Lachenaie.
J. B. Beaulieu.....	Isle Verte and Fief d'Artigny, ou de Devilleray, Leparc.
J. G. D'Amour.....	Bic.
Alexander Fraser.....	Islet du Portage.

 OFFICE OF THE SEIGNIORIAL COMMISSION,
 Montreal, 13th April, 1856.

SIR,—In reply to your letter dated 4th instant, enclosing extracts from an Address of the Legislative Assembly calling for certain information relative to the carrying out of the Seigniorial Act, and requesting that such information be furnished at as early a day as possible:

I have the honor to transmit you three accompanying documents, which contain such of the information asked for, as is in our power to communicate.

I have the honor to be, Sir,

Your most obedient servant,

NORBERT DUMAS,

Commissioner.

The Honorable Geo. E. Cartier,
 Provincial Secretary,
 Toronto.

No sum of money whatever has been paid, up to the 1st of February 1856, to any Proprietor of Fiefs or Seigniories, in the District of Montreal or Three Rivers, either for Capital or Interest of the amount due them, or on account, or in full, of their claims upon the Seigniorial Fund.

NORBERT DUMAS,

Commissioner.

Office of the Seigniorial Commission,
 Montreal, 14th April, 1856.

NAMES of all the Seigniors who, up to the 1st February, 1856, have produced certified statements of the amounts claimed by them for *Quint* or *Lods et Ventés*, in conformity with the 3rd clause of the Act of 1855, to amend the Act of 1854; and the amount claimed by each.

No. of Seigniors.	Seigniors' Names.	Seigniorly.	Amount claimed by each, or his average annual revenue.			Statement produced.
			£	s.	d.	
						1855.
1...	Heirs of Colonel Johnson	Argenteuil	285	18	11	September 11
2...	Honorable P. DeBoucherville.....	Part of Boucherville ..	90	15	11	" 17
3...	François Boucher	Carufel	70	14	4	" 24
	François Boucher	Part of Maskinongé	17	2	10½	" 24
4...	Major T. E. Campbell	Rouville	150	0	0	" 25
5...	Mrs. William Berzy	Part of D'Aillebout	25	1	1	" 27
6...	Honorable Louis J. Papineau	Petite Nation	156	3	11	" 27
7...	Honorable J. R. Rolland	Monnoir	716	6	8	" 29
8...	Mrs. William Bingham	Rigaud	368	5	11½	" 29
9...	Dame Marie Aurélie Faribault, Widow of the late Honorable Louis M. Viger	L'Assomption	719	16	1½	" 29
		Fief Bayeul	113	18	4½	" 29
		Repentigny	70	0	7½	" 29
10...	Honorable D. Mondelet	Mondelet	232	10	8	October 4
11...	E. Oct. Cuthbert	Berthier	411	6	8	" 1
	Honorable D. Mondelet	Part of Boucherville ..	2	11	5½	" 2
13...	Mrs. Widow Louis Lévêque	Part of D'Aillebout	47	18	1	" 4
14...	Joseph Boucher de la Broquerie ..	Part of F. Tremblay ..	31	12	4	" 4
	Joseph Boucher de la Broquerie ..	Part of Boucherville ..	25	2	9	" 4
	Joseph Boucher de la Broquerie ..	Islands forming part of the Seigniorly of Varennés.	3	6	8	" 4
15...	Heirs of Mrs. DeRouville					
16...	Mrs. Widow Charles Taché.....					
17...	Mrs. Pierre de LaBruère					
18...	Mrs. Benjamin Abbott	Part of DeRamsay	24	16	8	" 4
19...	P. E. Malhiot	Part of Boucherville ..	24	15	0	" 8
20...	Louis Lacoste	Part of Boucherville ..	48	16	11½	" 9
20...	Joseph Charron	Part of Fief Tremblay.	2	19	5	" 9
21...	Mrs. P. C. Leodel	Fief LaPaltrie	66	0	11	" 10
22...	Mrs. Widow A. F. Voyer	Fief Taillant	14	7	1	" 10
23...	Gaspard DeLanaudière	Fief Tanieu	69	10	0	" 10
24...	Mrs. Widow Joliette	Fief Joliette	101	8	5½	" 10
25...	Pierre Louis Panet	Part of D'Aillebout	19	18	10½	" 10
	Pierre Louis Panet	Part of DeRamsay	21	14	0½	" 10
26...	Dr. R. C. Weilbrenner	3 arrière Fiefs of Boucherville	12	0	1½	" 13
	Dr. R. C. Weilbrenner	Part of Boucherville ..	68	9	10	" 13
27...	Thomas Boucher de Grosbois.....	Part of Boucherville ..	35	0	1	" 13
28...	George C. Dessaulles	Yamaska	302	1	7	November 15
29...	Joseph L. DeBellefeuille	Mille Isles	116	10	5	October 19
30...	Heirs Dumont	1st Con. of Mille Isles	322	6	6	" 22
	Heirs Dumont	Augmen'n Mille Isles.	333	3	4	" 22
31...	A. E. Kierzkowski	St. François le Neuf ..	410	0	11½	" 25
32...	Norbert Hénault	Chicot and Isle Dupads	70	11	11	" 26
33...	Mrs. DeMontenach	Belœil	273	9	6½	" 30
34...	DeBoucherville family	Part of Verchères	97	10	1½	" 30
35...	Deléry family	Part of Verchères	31	16	8½	" 30
36...	Verchères DeBoucherville	Part of Verchères	34	2	10½	" 30
37...	S. R. and C. A. C. Deléry	Fief St. Blain	19	17	2	" 30
38...	J. B. Petit Lalumière	Part of Fief Tremblay. and part Boucherville.	14	8	6½	November 6
		Isle Bizard	12	9	8	" 6
39...	Honorable D. B. Viger	Isle Bizard	105	4	0	" 7
40...	R. H. E. Johnston	Fief Robert	64	16	0½	" 9
	Joseph L. DeBellefeuille, et al.	Cournoyer	48	8	5	" 14
41...	Thomas Boucher de Boucherville ..	Part of Boucherville ..	42	17	11½	" 16
	S. R. and C. A. C. Deléry	Part of Boucherville ..	15	19	6	" 16
42...	Mrs. Widow Joseph Petit, et al.	Part of Boucherville ..	2	12	1	" 16
43...	Heirs Antoine Charest	Fief Dowilliers	9	14	6	" 17

NAMES of all the Seigniors who, up to the 1st February, 1856, have produced certified statements of the amounts claimed by them for *Quint* or *Lods et Ventes*, &c.—(Continued.)

No. of Seigniors.	Seigniors' Names.	Seigniori.	Amount claimed by each as his average annual revenue.			Statement produced.	
			£	s.	d.		
						1855.	
44.	J. C. Deschambault.	Part of St. Denis	164	13	4	November 19	
45.	Joseph D'Aoust	Part of Isle Perrot	46	13	4	" 20	
46.	L. G. DeTonnancour, et al.	De La Vallière	148	9	7½	" 23	
47.	Mrs. C. E. Belle and Mrs.	Godfroy and Roquetaillade.	70	0	10	" 27	
48.	Désilets		43	0	9	" 27	
49.	Louis Antoine Dessaulles.	Dessaulles Property	659	12	9	" 29	
50.	Mrs. Widow de St. Ours.	St. Ours	521	5	7	" 29	
51.	Léon Ferland, et al.	Isles des Plantes	0	8	5½	" 29	
52.	Félix Lussier	Part of Varennes	95	7	1½	" 30	
53.	Aimé Massue	St. Michel & La Trinité	85	18	8½	" 30	
	Aimé Massue	La Guillaudière	12	18	3½	" 30	
	Aimé Massue	Bonsecours	198	4	3½	" 30	
	Aimé Massue	St. Charles	156	12	8	" 30	
	Aimé Massue	Bourgmarie, Ouest	107	16	0½	" 30	
	Aimé Massue	Bourchemin, Ouest.	86	17	0½	" 30	
	Aimé Massue	Part of Varennes.	0	13	2½	" 30	
54.	Mrs. Christie	Bleury	350	15	3	December 5	
55.	Mrs. Cleather	Sabrevois	444	9	11½	" 5	
56.	Mrs. Baitey	Noyan	375	0	3	" 5	
57.	Mrs. Selby	Lasalle	636	7	3	" 6	
58.	Dr. O. T. Bruncau	Montaville	140	4	2	" 6	
	L. R. C. and C. A. C. Deléry	Gentilly	206	16	4	" 6	
59.	Honorable Jno. Pangman	Lacheuaic	654	3	10	" 10	
60.	Mrs. Widow Masson	Terreboune	393	1	2	" 14	
61.	Honorable G. R. S. DeBeaujeu.	Soulanges	633	0	11	" 17	
	Honorable G. R. S. DeBeaujeu.	Nouvelle Longueuil	748	7	10	" 17	
63.	Mrs. Lafranboise	Rosalie	315	19	6	" 21	
64.	Misses Roe and Robertson	Deléry	599	18	11	" 27	
65.	Donald Ross	St. George	250	11	10½	" 29	
66.	John Fraser.	Contrecoeur	286	0	5	" 22	
	John Frazer.	Cournoyer.	130	6	2½	" 22	
						1856.	
67.	Jonathan S. C. Wurtele.	River David	231	11	3	January 4	
	Jonathan S. C. Wurtele.	Bourgmarie, Est.	51	17	6½	" 4	
68.	Heirs Wurtele	St. François du Lac	71	13	7	" 4	
	Heirs Wurtele.	Lussaudière	52	2	9	" 4	
69.	Heirs M. Hart	Part Fiefs	Henel and Marsolette	4	4	8½	" 4
70.	J. B. Charretier.	Part Fiefs	Hertel and Marsolette.	10	19	4	" 4
71.			Champlain	61	7	5	" 4
72.	Grey Naus	Châteauguay	520	9	0	" 5	
73.	Mrs. M. J. Hart	Courval	51	17	1½	" 6	
74.	E. M. Hart	Fief Boncher	4	2	1	" 6	
75.	Marc A. Primeau.	Fief Primeau	3	4	4½	" 8	
76.	John Boston	Thwaite and St. James	204	9	10	" 11	
77.	Mrs. Widow Cressé.	One-twelfth of Nicolet	31	14	0	" 11	
	Mrs. Widow Cressé.	Baie du Fevre	130	0	8	" 11	
78.	Mrs. O. Chenevert.	Part of Fief Niverville	64	4	4½	" 12	
79.	Joseph Boucher de Niverville	Part of Fief Niverville	0	9	3	" 12	
80.	Alfred Vienne.	Part of Fief Matel	19	16	8	" 12	
81.	Heirs Honorable J. Hale	Ste. Anne de la Pérade	63	0	2	" 14	
82.	Heirs Augustin J. Boisvert	Fief Ste. Marie	46	1	1	" 14	
83.	Honorable L. T. Drummond	Rougemont	193	17	9	" 15	
84.	Heirs Honorable D. B. Papiucan.	Fief Plaisance	11	5	0½	" 17	
85.	Baron Grant.	Longueuil Barony	1048	2	11	" 28	
86.	James Armstrong	Fief Hope.	18	4	2	" 30	

OFFICE OF THE SEIGNIORIAL COMMISSION,
Montreal, 16th April, 1856.

SIR,—I beg to inform you that in the statement which I had the honor to transmit you on the 14th inst., furnishing the names of all proprietors of Fiefs and Seigniories in the Districts of Montreal and Three Rivers, who had produced certified statements of the amounts claimed by them for *Quint* or *Lods et Ventes*, and the amount claimed by each,—the following two entries were omitted, viz :

87. ...	Edward Stuart Leslie.....	Part of Bourchemin and DeRamsay.	99 7 2	Jan'y. 15th.
88 ...	Edward S. DeRottermund.....	Rougemont.....	73 13 7	" "

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

NORBERT DUMAS,
Commissioner.

The Hon. Geo. Et. Cartier,
Provincial Secretary,
Toronto.

NAMES of all persons who are and have been employed by the Commissioners to fill up the Schedule, in the Districts of Montreal and Three Rivers.

No. of Seigniors.	Persons' Names.	Profession.	Residence.	Seigniories with the Schedules of which they have been entrusted.
1...	Gaspard De LaRonde...	Notary Public..	St. Andrews...	Argenteuil.
2, 3.	Laurent A. Moreau ...	Notary Public..	Montreal.....	Beaujéu, bleury,
4, 5.	Do			Deléry, Foucault,
6, 7.	Do			Lasalle, Noyau,
8, 9.	Do			Sabrevois, St. George,
10, 11.	Do			St. James, St. Normand,
12....	Do			and Thwaite.
13....	Isidore Hurteau.....	Notary Public..	Longueil	Belœil and Augmentation
14....	Do			and Longueuil Barony.
15, 16.	Marc A. Girard.....	Notary Public..	Varennes	Bellevue, Cap St. Michel,
17, 18.	Do			Fifes Mondelet, Decelles,
19, 20.	Do			Guillaudière, Tremblay,
21, 22.	Do			Isle Beauregard, Varennes,
23....	Do			and Verchères.
24, 25.	Jules Bourgeois.....	Notary Public..	St. Ambroise...	Berthier. Isle Randin,
26, 27.	Do			Chicot, Isle Dupads,
28....	Do			and DuSablé
29....	Stanislaus Robineau...	Notary Public..	Ste. Thérèse...	Fief Clauss,
30....	Arthur Dumas.....		Terrebonne....	Blainville and
31....	Do			Terrebonne.
32, 33.	Charles Blain	Notary Public..	St. Hugues	Bonsecours, Beauchemin,
34....	Do			Leurgmarie Ouest,
35, 36.	Do			DeRamsay and Langan.
37, 38.	Louis Lacoste	Notary Public..	Boucherville...	Boucherville, Tremblay,
39....	and Louis Normandon	Notary Public..	Boucherville....	and Montawille.
40....	Jos. R. Billon.....	Notary Public..	Belœil.....	Chambly West.
41....	Paul Bertrand	Notary Public..	St. Mathias....	Chambly East, and
42....	Do			Monnoir and Augmentation.
43....	Charles Lebrun.....	Notary Public..	St. Martine....	Châteauguay.
44....	Charles Brin.....	Notary Public..	St. Marc.....	Contreccour and
45....	Do			Cournoyer.
46, 47.	Louis J. Déziel	Notary Public..	Ste. Mélanie....	D'Aillebout and DuRamsay.
48....	T. L. Groulx.....	Advocate.....	Industry.....	Lanoraie.
49....	Louis L. Viger.....	Advocate.....	Montreal.....	Isle Bizaid.
50, 51.	Eug. Archambault.....	Notary Public..	L'Assomption ..	L'Assomption, F. Bayeul,
52, 53.	Do			Repentigny and J. Bouchard.
54, 55.	Jos. Oct. Bastien.....	Notary Public..	Vaudreuil	Isle Perrot, Fief Choissy,
56, 57.	and Gédéon Ouimette.	Advocate.....	Montreal.....	Rigaud and Vaudreuil.
58....	Arthur Mondelet	Advocate.....	Montreal.....	Lachenaie and
59....	Do			St. François le Neuf.
60....	Alfred Vienne.....		Lachenaie....	Fief Martel.
61....	L. G. DeLormier	Advocate.....	L'Assomption ..	La Valtrie.
62....	Félix Lemaire.....	Notary Public..	St. Benoit.....	Mille Isle and Augmentation.
63....	Louis Adam.....	Notary Public..	Coteau du Lac ..	Nouvelle Longueuil
64....	Do			and Soulanges.
65....	J. A. Hewieux.....		Montreal.....	Petite Nation.
66....	Oron J. Kemp.....	Merchant.....	Fieligsburg	St. Armand.
67....	P. Gélinas.....	Notary Public..	St. Marcel.....	St. Charles.
68, 69.	Louis Taché.....	Notary Public..	St. Hyacinthe ..	St. Denis and Delorme.
70, 71.	J. C. Bachand.....	Notary Public..	St. Pie	Mondelet and Rougemont.
72....	E. Clement.....	Notary Public..	Farnham.....	Part of Rougemont.
73....	O. Désilets.....	Notary Public..	St. Hyacinthe ..	Dessaules Propre.
74, 75.	Do			Rosalie and Yamaska.
76....	Pierre Lamothe.....	Notary Public..	Montreal	St. Ours.

DISTRICT OF THREE RIVERS.

No. of Seigniors.	Persons' Names.	Profession.	Residence.	Seigniories with the Schedules of which they have been entrusted.
1, 2.	Samuel Woodward....		Ste. Monique...	Baie Dufevre, Courval,
3, 4.	Do			Nicolet, Pieneville,
5, 6.	Do			River David and St. François.
7, 8.	Louis L. Rivard.....	Notary Public..	St. Grégoire....	Bécancour, Godfroy,
9	Do			and Roquetaillaie.
10	J. A. Bervieur		Montreal.....	Campel and part of
11				Maskinongé.
12	A. J. Hartineau	Notary Public..	Champ'ain....	Champlain.
13	Jos. L. DeBellefeuille.	Seignior	St. Eustache...	Cournoyer
14, 15.	E. U. A. Genest.....	Advocate	Gentilly.....	Gentilly, Dorvilliers,
16, 17	Do			Ste. Marie, Ste. Anne de la
18	Do			Pérole, and St Pierre les
				Becquets.
19, 20.	F. A. R. Bellefeuille ..	Notary Public.	Machiche	Dumontier, Grandpié,
21, 22.	Do			Grosbois and Pointe du Lac.
23, 24	Godfroy Landry.....	Notary Public..	Maskinongé ...	Janaudière, Fief Marianne,
25	Do			and part of Maskinongé.
26	Charles E. L. Gagnon...	Notary Public..	Rivière du Loup.	Rivière du Loup.
27	Pétras Hubert.....	Notary Public..	Yamachiche...	Fief Robert.
28	J. O. Chalut	Notary Public..	St. Gabriel de	
			Brandon.....	Fief Hope.
29, 30.	A. J. Martineau.....	Notary Public..	Champlain ...	Fief Hertel and Marsolette.

The above parties have been employed at the uniform rate of 12s. 6d. per sheet of sixty entries, in all cases in which the Schedules could be accurately prepared from the books of the Seigniors and information obtained on the spot. In the contrary cases, when it became necessary for the parties to obtain personal information from other sources, an additional allowance has been made according to the amount of trouble.

NORBERT DUMAS,
Commissioner.

Office of the Seigniorial Commission,
Montreal, 14th April, 1856.

Instructions given to the Commissioners appointed to carry into operation the Seigniorial Tenure Act of 1854, and correspondence relating thereto.

[*Translation.*]

PROVINCIAL SECRETARY'S OFFICE,
Quebec, 24th February, 1856.

SIR,—I have the honor to inform you that I have this day transmitted to S. Lelièvre, Esquire, three Commissions, one of which is for yourself and the others for Messieurs Lelièvre and Jones Archambault, appointing you Commissioners under the Act 18 Vic. chap. 3, for the abolition of feudal rights and duties in Lower Canada.

Have the goodness to transmit to this office, the customary fee upon your Commission, viz. : £3 5s.

I have the honor to be, Sir,

Your obedient servant,

(Signed) E. PARENT,

Assistant Secretary.

Henry Judah, Esquire,

&c., &c., &c.,

Quebec.

L. Archambault, Esquire,

St. Roch de l'Achigan,

PROVINCIAL SECRETARY'S OFFICE,
Quebec, 24th February, 1856.

SIR,—I have the honor herewith to transmit to you, three Commissions, one of which is for yourself, and the others for Messieurs Henry Judah and Louis Archambault, appointing you Commissioners under the Act 18 Vict. chap. 3, for the abolition of feudal rights and duties in Lower Canada.

Have the goodness to acknowledge their receipt and to enclose the amount of the fee upon your Commission, namely, £3 5s.

I have the honor to be, Sir,

Your obedient servant,

(Signed) E. PARENT,

Assistant Secretary.

Siméon Lelièvre, Esquire,

&c., &c., &c.,

Quebec.

[*Translation.*]

Memorandum for the Commissioners appointed in virtue of the Seigniorial Act of 1854.

In advising the appointment of three men of experience and legal knowledge to act as Commissioners from the present time, without awaiting the decision of the Judges upon the questions in debate between the Seigniors and the Censitaires, I had in view some preliminary proceedings which might serve as the basis of a plan according to which the completion of all the schedules might be effected, with economy, with rapidity, and in an uniform manner.

It would have been impossible for me to submit to His Excellency the Governor General a complete system of instructions for the Commissioners, who will hereafter be charged with the preparation of the Schedules without having myself

previously ascertained the difficulties which experience alone can bring to light in the carrying out of these operations. Messrs. Judah, Lelièvre and Archambault will have to discharge the following among other duties :

1st. They will proceed to make the Schedule of one Seigniority in each of the Judicial Districts of Quebec, Three Rivers and Montreal.

2nd. They will first select a Seigniority, as for example, the Seigniority of Verchères in the District of Montreal, or that of Desmaure in the District of Quebec, in which the books, plans and *livres terriers* are in good condition ; they will then complete the Schedule as speedily as possible, and thus afford an example of their expedition to the Commissioners who may be hereafter appointed.

They will then proceed to make the Schedule of one or two Seigniorities, in which the books have been badly kept, as for instance, the Seigniority of Gentilly in the District of Three Rivers.

After having prepared a Schedule as a Draft in each one of the three Districts, these gentlemen will transmit to me a report of the progress they may have made, accompanied with forms for the Schedules, notices and other proceedings required by the Statute, and with such suggestions as they may think proper to offer for my assistance in the preparation of the general instructions.

They will also in their report express their opinion as to the remuneration to be allowed to the other Commissioners, and in the consideration of this subject they must not lose sight of the absolute necessity of restricting the expenditure within the narrowest limits.

This remuneration must be determined according to the number of the properties enumerated in each Schedule, and not according to the term of service.

In the opinion of the undersigned the sum of £12 10s. for every hundred properties without distinction would be an adequate remuneration in all the Seigniorities in which the books are in good order.

It will be for the Commissioners to suggest the increased rates which should be allowed for Schedules of Seigniorities in which no books exist, or in which the books are imperfect or have been badly kept.

And inasmuch as the preparation of the Schedules in Seigniorities of great extent might have the effect of retarding the final settlement of this matter, if the labor were not subdivided, it will be the duty of these gentlemen to cause that part of the *livres terriers* which relates to each Parish or other convenient division to be copied separately, by Clerks employed at the lowest possible rate, by this means enabling several Commissioners to work at the same time, in order to the completion of the Schedules in every such Seigniority.

(Signed,)

LEWIS T. DRUMMOND,

Attorney General, L. C.

Quebec, 26th February, 1855.

SECRETARY'S OFFICE,
Quebec, 26th February, 1856.

Sir,—I have the honor to inform you that it has pleased His Excellency the Governor General to assign to you, as one of the Commissioners appointed under the Seigniorial Act of 1854, the Seigniorities of Verchères, District of Montreal, and Gentilly, District of Three Rivers, in which you will act as such Commissioner.

I have, &c.,
(Signed,)

E. PARENT,
Assistant Secretary.

H. Judah, Esq.,
&c., &c., &c.,
Montreal.

NOTE.—A similar letter of the same date was addressed to Siméon Lelièvre, Esq., assigning to him the Seigniories of Demaure and Lotbinière, District of Quebec. And,—

A similar letter also of the same date was addressed to L. Archambault, Esq., assigning to him the Seigniories of Beauharnois, District of Montreal, and St. Grégoire, District of Three Rivers.

SECRETARY'S OFFICE,
Quebec, 22nd May, 1855.

SIR,—I am commanded by His Excellency the Governor General to inform you that the Fief or Seignior of St. Grégoire has been assigned to you as one of those in which you are to make a Schedule as Commissioner, under the Seigniorial Act. I have further to request that you will be present there to-morrow, His Excellency being informed that notice has been given that the Schedule for the Seignior in question will be commenced to-day.

I have, &c.,
(Signed,)

GEO. ET. CARTIER,
Secretary.

Siméon Lelièvre, Esq.,
&c., &c., &c.,
Quebec.

QUEBEC, 23rd October, 1855.

SIR,—I have to request that you will cause the preliminary work of filling up the columns of the Seigniorial Schedules, intended to indicate the dimensions of each person's holding, and the fixed Seigniorial charges accruing thereon, to be done in the Seigniories held under the Crown in the same manner as in other Seigniories, you will, however, abstain from giving public notice of the Schedules being commenced until you receive authority to that effect under an Order in Council, and you will not adopt any proceedings in Lauzon until further instructions, as it is desirable that the survey of that Seignior, which is now being made, should be completed or further advanced before beginning the Schedule.

The agents of these Seigniories and no other persons should be employed to make these Schedules, the cost of making which must be defrayed out of the revenue arising therefrom, and not out of the Seigniorial Fund. You will please transmit a copy of this letter to your colleagues at Montreal.

I have the honor to be, Sir,

Your obedient servant,
(Signed,) LEWIS T. DRUMMOND,
Attorney General, L. C.

The Honorable Jean Chabot.

(Copy.)

OFFICE OF THE SEIGNIORIAL COMMISSION,
Montreal, 16th November, 1855.

SIR,—We have the honor to request that, in order to enable the Commissioners to carry out the instructions of the Legislature, as expressed in the 3rd section of the Seigniorial Act of 1854. (amendment) 18 Vic. chap. 103, you will cause to be procured and forwarded to us with the least possible delay, a statement under the signature of the Honorable the Receiver General, shewing the

full amount of the fund appropriated for the relief of the *Censitaires*, under the 17th and 18th sections of the first Act (18 Vic. chap. 3.) and stating specially the sum represented by each particular source of Revenue.

We have further to request that if His Excellency be advised specially to authorize one or more Commissioners to make the approximate statement referred to in the third section of the amending Act, instructions to that effect be given on an early day.

We have the honor to be, Sir.

Your obedient servants,
 (Signed) HENRY JUDAH,
 (Signed) NORBERT DUMAS.

The Honorable L. T. Drummond,
 Attorney General, C. E.,
 Toronto.

SECRETARY'S OFFICE,
 Toronto, 6th December, 1855.

GENTLEMEN,—With reference to your letter of the 16th ultimo, I have the honor to inform you that His Excellency the Governor General, in Council, is pleased to direct that the Receiver General be instructed to procure and transmit to the Seigniorial Commissioners the statement by your letter solicited, and that instructions to that effect are communicated to the Receiver General.

His Excellency is also pleased to authorize the four Seigniorial Commissioners, now acting, to make the statement referred to in the 3rd section of the amending Act, conjointly, and the four Commissioners are hereby all authorized to make the same.

I have the honor to be,
 Gentlemen,

Your Obedient servant,
 (Signed) GEO. ET. CARTIER,
 Secretary.

H. Judah, Esq., and
 N. Dumas, Esq.,
 Seigniorial Commissioners,
 Montreal.

SECRETARY'S OFFICE,
 Toronto, 6th December, 1855.

GENTLEMEN,—On a communication from Messrs. Judah and Dumas, of the 16th ultimo, requesting that in order to enable the Commissioners under the Seigniorial Tenure Acts to carry out the provisions of the 3rd section of 18 Vic. chap. 103, a statement may be forwarded to the Commissioners under the signature of the Receiver General, shewing the full amount of the fund appropriated for the relief of the *Censitaires*, and stating specially the sum represented by each special source of Revenue, and further requesting that any one or more of the Commissioners be authorized to make the approximate statement referred to in the 3rd section of the amending Act. I have the honor to inform you that His Excellency the Governor General, in Council, has been pleased to direct me to instruct the Receiver General to cause the statement asked for, to be forwarded to the Commissioners, and with reference to the latter part of the communication referred to, His Excellency is also pleased to authorize all four of the Seigniorial Commissioners, now acting,

to make the statement referred to in the 3rd section of the amending Act, conjointly, and the four Commissioners are hereby all authorized to make the same.

I have the honor to be,

Gentlemen,

Your obedient servant,

(Signed)

GEO. ET. CARTIER,

Secretary.

The Honorable

J. Chabot, and

S. Lelièvre, Esq.,

Seigniorial Commissioners,
Quebec.

SECRETARY'S OFFICE,

Toronto, 6th December, 1855.

SIR,—I have the honor to transmit to you herewith, for your action, a copy of an order in Council of the 4th inst., authorizing you to furnish the Seigniorial Commissioners with a statement shewing the full amount of the fund appropriated for the relief of the *Censitaires*, under the Seigniorial Acts.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

GEO. ET. CARTIER,

Secretary.

The Honorable

The Receiver General,

&c., &c., &c.,

Toronto.

RECEIVER GENERAL'S OFFICE,

Toronto, 30th April, 1856.

SIR,—I have the honor to transmit you herewith, copy of a statement furnished to the Seigniorial Commissioners according to request of 3rd instant.

I would beg to state that the reason of a copy of the document not having been sent to your Department, is, that I thought the one furnished in answer to the Address of the Legislative Assembly, was sufficient.

I have the honor to be, Sir,

Your most obedient servant,

E. P. TACHÉ,

Receiver General.

Hon. Geo. E. Cartier,

Provincial Secretary,

Toronto.

STATEMENT of Cash Receipts from the various sources of Revenue, applicable to the relief of the Censitaires, under the 17th and 18th sections of the Act 18 Vic. cap. 3.

Collections for Years.	Quint, &c., belonging to the Crown.			Revenue and Sales, Seigniorial Laissez.			Auction Duties and Licenses, Lower Canada.			Net Shop Licenses, Lower Canada.			Net Tavern Licenses, Lower Canada.			Total.			Remarks.
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	
1850.....	1384	15	0	3975	17	5	1194	3	2	2087	7	6	...	...	...	Collected in City and County Montreal, £812 Tavern Licenses. Collected in other Seigniories in District, £518 Tavern Licenses.
1851.....	1544	6	10	4692	19	5	1249	0	0	3801	18	9	...	...	...	Collected in City and County Montreal, £1839 5s. Tavern Licenses. Collected in other Seigniories in District, £810 13s. 9d. Tavern Licenses.
1852.....	4326	3	7	4964	12	7	1673	5	3	3374	10	0	...	...	...	Collected in City and County Montreal, £1348 4s. Tavern Licenses. Collected in other Seigniories in District, £644 8s. Tavern Licenses.
1853.....	6166	19	11	4781	7	1	1828	10	7	3118	15	0	...	...	...	Collected in City and County Montreal, £1335 13s. Tavern Licenses. Collected in other Seigniories in District, £686 5s. Tavern Licenses.
1854.....	2767	6	1	4585	3	6	1689	12	6	3376	13	0	...	...	...	Collected in City and County Montreal, £1494 18s. Tavern Licenses Collected in other Seigniories in District, £764 11s. Tavern Licenses.
Averaging	£16189	11	5	£23000	0	0	£7634	11	6	£13759	4	3	£62583	7	2	
	£3237	18	3	£4600	0	0	£1526	18	3	£3151	16	10	£12516	13	4	

Capital..... £208,611 2s.
 Interest on same from 1st June to 31st December, 1855, at 6 per cent., 7 months..... £7,301 7s. 9d.

[Translation.]

OFFICE OF THE SEIGNIORIAL COMMISSION,
Montreal, 28th February, 1856.

SIR,—I placed yesterday in the Post Office the statements required by your telegraphic despatch, one containing all the schedules, the other intended as the conclusion, shewing the receipts of *lods et ventes*, during the last ten years, and the average calculated thereon.

You will perceive by the statement which I send you, that with the exception of a few small *fiefs*, all the schedules for the Districts of Montreal and Three Rivers are completed, with the exception of the entries and valuations of the rights not as yet admitted by the Seigniorial Court.

I have also to inform you, that nearly all the Seigniors in the two Districts have transmitted to the office their statements of *lods et ventes*. These statements being in detail, and containing references to the Deeds which have given rise to these *lods*, it will suffice to copy them after the Revision, to add thereto the valuations of the rights which may be recognized by the Court and the schedule will be complete.

I send you, at the same time, a list of the Seigniories, in which the preliminary inquiries have been commenced.

I have every reason to believe that similar progress has been made in the District of Quebec.

I have the honor to be, Sir,

Your very obedient servant,

(Signed,)

HENRY JUDAH.

The Honble. G. E. Cartier,
Provincial Secretary.

List of Seigniories in the Districts of Montreal and Three Rivers, of which the Schedules are completed, as far as can be, before the Judgment of the Seigniorial Court.

DISTRICT OF MONTREAL.

1 Argenteuil.	23 Guillaudière.	45 Soulanges.
2 Beauharnois.	24 I. Beauregard.	46 St. Armand.
3 Belœil.	25 I. Boucharde.	47 St. Blain.
4 Berthier.	26 I. Jésus.	48 St. Charles.
5 Blainville and	27 I. DeVarennes.	49 St. Denis.
6 Fief Clauss.	28 Lacolle.	50 St. François le Neuf.
7 Bleury.	29 Lanoré.	51 St. George.
8 Bonsecours.	30 Lacheminé.	52 St. Hyacinthe.
9 Bourschemin Ouest.	31 Lasalle.	53 St. James.
10 Boucherville.	32 L'Assomption.	54 St. Michel.
11 Bourgmarie Ouest.	33 Laveltrie.	55 St. Ours.
12 Chamblay and Fief Jenison.	34 Longueuil.	56 Repentigny.
13 Chateauguay.	35 Mille Isles.	57 Terrebonne.
14 Chicot and J. Dupads.	36 Monnoir.	58 Tremblay.
15 Contrecoeur.	37 Montarville.	59 Trinité.
16 Cournoyer.	38 New Longueuil.	60 Varennes.
17 D'Aillebout.	39 Noyan.	61 Verchères.
18 D'Autré.	40 Petit Bruno.	62 Vaudreuil.
19 Deléry.	41 Petite Nation.	63 I. Bizard.
20 DeRamsay, North.	42 Rigaud.	64 I. Perrot.
21 DeRamsay, South.	43 Rouville.	65 Fief Martel.
22 Foucault.	44 Sabrevois.	

LIST of Seigniories in the Districts of Montreal and Three Rivers, &c.—(Continued.)

DISTRICT OF THREE RIVERS.

1 Baie du Fevre.	15 I. Madame.	29 Roquetaillade.
2 Becancour.	16 I. Moran.	30 St. Antoine.
3 Bourgmarie, East.	17 Labadie.	31 St. Anne de la Pérade.
4 Cap. St. Michel.	18 Lanaudière.	32 St. Jean.
5 Carufel.	19 Lussaudière.	33 St. François.
6 Champlain.	20 Maskinongé.	34 Ste. Marguerite.
7 Cournoyer.	21 L. Marianne.	35 Ste. Marie.
8 Courval.	22 Nicolet.	36 St. Pierre.
9 Dumontier.	23 Niverville.	37 Vicupont.
10 Gentilly.	24 Pierreville.	38 Yamaska.
11 Godfroy.	25 Randin.	39 Dorvilliers.
12 Grandpré.	26 Rivière du Loup.	40 F. Hope.
13 Grosbois.	27 Rivière David.	41 F. Hertel.
14 I. Dularge.	28 Fief Robert.	42 F. Marsolette.

(Signed)

HENRY JUDAH,
NORBERT DUMAS.Office of the Seigniorial Commission,
Montreal, 28th February, 1856A LIST OF "ENQUETES" opened by the Seigniorial Commissioners, residing at
Montreal.

No.	Seignioriy.	Day.	Date.	Hour.	Commissioner.
1.	Vorchères	Wednesday	9th May		H. Judah.
2.	Lotbinière	Monday	14th May		S. Lelièvre.
2.	Beauharnois	Tuesday	15th May		H. Judah.
3.	Gentilly	Tuesday	22nd May		H. Judah.
4.	Godfroy	Thursday	24th May		L. Archambault.
5.	Roquetaillade	Thursday	24th May		L. Archambault
6.	Terrebonne	Monday	4th June		H. Judah.
7.	Gentilly, (expert)	Tuesday	26th June		H. Judah.
8.	Mille Isles	Monday	27th August	3 p. m	N. Dumas.
9.	Blainville	Tuesday	28th August	9 a. m	N. Dumas.
10.	Becancour	Tuesday	4th Sept.	10 a. m	N. Dumas.
11.	Lachenaie	Friday	7th Sept.	9 a. m	N. Dumas.
12.	L'Assomption and Fief Bayeul	Friday	7th Sept.	1 p. m.	N. Dumas.
13.	Fief Martel	Friday	7th Sept.	3 p. m	N. Dumas.
14.	Nicolet	Saturday	15th Sept.	10 a. m.	H. Judah.
15.	Courval	Saturday	15th Sept.	2 p. m.	H. Judah.
16.	Baie de Fevre	Saturday	15th Sept.	4 p. m.	H. Judah.
17.	Isle Jésus.	Monday	17th Sept.	10 a. m.	N. Dumas.
18.	Isle Bizard	Monday	17th Sept.	2 p. m.	N. Dumas.
19.	Bourchemin	Tuesday	18th Sept.	10 a. m.	H. Judah.
20.	De Ramezay	Tuesday	18th Sept.	12 m.	H. Judah.
21.	Doguir and Bourgmarie Est	Wednesday	19th Sept.	10 a. m.	H. Judah.
22.	St. François and Lussaudière.	Wednesday	19th Sept.	12 m.	H. Judah.
23.	Yamaska and Pierreville.	Wednesday	19th Sept.	4 p. m.	H. Judah.
24.	St. Pierre	Tuesday	25th Sept.	10 a. m.	H. Judah.
25.	Ste. Anne de la Pérade.	Tuesday	25th Sept.	4 p. m.	H. Judah.
26.	Lanoraie	Saturday	29th Sept.	8 a. m.	N. Dumas.
27.	Lavaltrie	Saturday	29th Sept.	12 m.	N. Dumas.
28.	Repentigny	Saturday	29th Sept.	3 p. m.	N. Dumas.

A LIST OF "ENQUETES" opened by the Seigniorial Commissioners, &c.—(Continued.)

No.	Seignioriy.	Day.	Date.	Hour.	Commissioner.
29.	Petite Nation.....	Tuesday.....	2nd October.	10 a. m.	N. Dumas.
30.	Isle Perrot.....	Monday.....	8th October.	10 a. m.	N. Dumas.
31.	Vaudreuil.....	Monday.....	8th October.	2 p. m.	N. Dumas.
32.	Rigaud.....	Monday.....	8th October.	6 p. m.	N. Dumas.
33.	Argenteuil.....	Tuesday.....	9th October.	10 a. m.	N. Dumas.
34.	F. Grosbois.....	Saturday.....	13th October.	11 a. m.	N. Dumas.
35.	F. Grandpré.....	Saturday.....	13th October.	11½ a. m.	N. Dumas.
36.	F. Dumontier.....	Saturday.....	13th October.	12 m.	N. Dumas.

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37.	D'Aillebout.....	Wednesday.....	2nd Jan'y ..	9 a. m.	N. Dumas.
38.	De Ramsay.....	Wednesday.....	2nd Jan'y ..	10½ a. m.	N. Dumas.
39.	Berthier.....	Wednesday.....	2nd Jan'y ..	3 p. m.	N. Dumas.
40.	Chicou J. Dupads.....	Thursday.....	3rd Jan'y ..	9 a. m.	N. Dumas.
41.	Dusablé.....	Thursday.....	3rd Jan'y ..	3 p. m.	N. Dumas.
42.	Maskinongé.....	Friday.....	4th Jan'y ..	10 a. m.	N. Dumas.
43.	Carufel.....	Friday.....	4th Jan'y ..	3 p. m.	N. Dumas.
44.	Longueuil.....	Tuesday.....	8th Jan'y ..	10 a. m.	H. Judah.
45.	Boucherville.....	Thursday.....	10th Jan'y ..	10 a. m.	H. Judah.
46.	Varenes.....	Saturday.....	12th Jan'y ..	10 a. m.	H. Judah.
47.	Rouville.....	Tuesday.....	15th Jan'y ..	10 a. m.	H. Judah.
48.	St. Hyacinthe.....	Wednesday.....	16th Jan'y ..	12 m.	H. Judah.
49.	Soulanges.....	Monday.....	21st Jan'y ..	12 m.	N. Dumas.
50.	Nouvelle Longueuil.....	Tuesday.....	22nd Jan'y ..	9½ a. m.	N. Dumas.
51.	F. Marianne.....	Monday.....	11th Feby..	11 a. m.	N. Dumas.
52.	F. Hope.....	Monday.....	11th Feby..	2 p. m.	N. Dumas.
53.	Lanaulière.....	Monday.....	11th Feby..	3 p. m.	N. Dumas.
54.	F. St. Jean.....	Tuesday.....	12th Feby..	9 a. m.	N. Dumas.
55.	F. St. Antoine.....	Tuesday.....	12th Feby..	10½ a. m.	N. Dumas.
56.	Pointe du Lac.....	Tuesday.....	12th Feby..	2 p. m.	N. Dumas.
57.	F. St. Marguerite.....	Wednesday.....	13th Feby..	9 a. m.	N. Dumas.
58.	F. St. Etienne.....	Wednesday.....	13th Feby..	11 a. m.	N. Dumas.
59.	F. Robert.....	Wednesday.....	13th Feby..	1 p. m.	N. Dumas.
60.	Belœil.....	Monday.....	18th Feby..	10 a. m.	H. Judah.
61.	St. Marc.....	Monday.....	18th Feby..	1 p. m.	H. Judah.
62.	St. Frs. le Neuf.....	Monday.....	18th Feby..	2 p. m.	H. Judah.
63.	St. Denis.....	Monday.....	18th Feby..	4 p. m.	H. Judah.
64.	Contrecoeur.....	Monday.....	18th Feby..	4½ p. m.	H. Judah.
65.	Monnoir.....	Tuesday.....	19th Feby..	12 m.	H. Judah.

ENQUETES are also to be opened as follows :

66.	St. Ours.....	Monday.....	3rd March..	10 a. m.	H. Judah.
67.	Montarville.....	Monday.....	10th March..	10 a. m.	H. Judah.
68.	Chambly.....	Monday.....	10th March..	12 m.	H. Judah.
69.	Isle Bouchard.....	Monday.....	24th March..	9 a. m.	N. Dumas.

(Signed,)

HENRY JUDAH,
NORBERT DUMAS.Office of the Seigniorial Commission,
Montreal, 28th February, 1856.

PROVINCIAL SECRETARY'S OFFICE,
Quebec, 25th July, 1856.

GENTLEMEN,—I have the honor to inform you that it has pleased His Excellency the Governor General, in Council, to direct the issue of a warrant for £2,000 currency, in favor of S. Lelièvre, Esq., who has been appointed your Treasurer, and who must furnish security to an amount not less than £4,000 currency, to be approved by the Attorney General for Lower Canada. The said sum of £2,000 is to pay the Commissioners already appointed under the authority of the Seigniorial Act, and the persons employed under their superintendence.

It has also pleased His Excellency to revoke the instructions given to the Commissioners a short time ago, not to proceed with the execution of their duties in any other Seigniority; and the Provincial Secretary has been directed to inform you that you are authorized to give such notice as you may think proper in any Seigniority to facilitate your labors or those of your employés or subordinates, subject to any instructions you may from time to time receive from the Attorney General for Lower Canada.

I have the honor to be, gentlemen,

Your obedient servant,

E. PARENT,
Assistant Secretary.

Henry Judah, Esq.,
Norbert Dumas, Esq.,
Hon. Jean Chabot,
Simeon Lelièvre, Esq.,

Commissioners under the Seigniorial Act.

LIST of Seigniories, Fiefs, Towns, Villages, &c., &c., of which plans have been copied in the Office of the Seigniorial Commission at Montreal, from September, 1855, up to 1st March, 1856.

1. Seigniority of St. Hyacinthe, grand plan, in three sheets.
2. Censive of Rougemont, belonging to M. de Rottemund, grand plan, one sheet.
3. Censive of Rougemont, belonging to the Hon. L. T. Drummond, grand plan, one sheet.
4. Censive of Rougemont, belonging to the Hon. Mr. Moudet, grand plan, one sheet.
5. Censive of Salvaille, belonging to S. C. Monk, Esq., grand plan, one sheet.
6. Town of St. Hyacinthe, grand plan, one sheet.
7. Yamaska Mountain, grand plan, one sheet.
8. Town of St. Hyacinthe, large scale, grand plan, three sheets.
9. Yamaska River, grand plan, three sheets.
10. 11. Seigniority of Beauharnois, two copies.
12. Village of Beauharnois.
13. Village of Durham.
14. Village of Ellicetown.
15. Village of Brownville.
16. Village of Howick.
17. Village of St. Jean Crysostôme.
18. Village of St. Martine.
19. Seigniority of Monnoir, grand plan, one sheet.
20. Seigniority of St. Charles or St. François le Neuf, grand plan, one sheet.
21. Village of St. Charles or Debastzch.
22. Seigniority of Martigny or St. Haynes, grand plan, one sheet.
23. Seigniority of Courval.
24. Seigniority of la Baie du Febvre.
25. Seigniority of Pierreville.
26. Seigniority of River David.
27. Seigniority of Bourgarie East.
28. Seigniority of La Vallière.
29. Seigniority of St. François.
30. Seigniority of Lanaudière.

31. Carte Routière of St. Zephirin and La Baie.
32. Fief Hope.
33. Fief Hunter.
34. Seigniorv of Lasalle, grand plan.
35. Village of St. Rémi.
36. Seigniorv of D'Aillebout and Ramsay.
37. Part of River L'Assomption, belonging to the Seigniorv of d'Aillebout.
38. Half of the Seigniorv of D'Aillebout, north-east side.
- 39 40. Two Fiefs belonging to Mrs. Arthur Lamothe.
41. Part belonging to P. L. Parret.
42. Part belonging to the Lévesque family.
43. Seigniorv of La Petite Nation.
44. Seigniorv of La Valtrie, grand plan.
45. Seigniorv of Argenteuil, grand plan.
46. Seigniorv of St. Pierre les Becquet, grand plan.
47. Seigniorv of Terrebonne, eight sheets, grand plan.
48. Seigniorv of St. Anne and the augmentations thereof, grand plan.
49. Seigniorv of Gentilly, two sheets, grand plan.
50. Seigniorv of River Duchéne, grand plan.
51. Seigniorv of St. Armand.
52. Seigniorv of Deléry, grand plan.
53. Village of Napierville.
54. Village of St. Jacques le Mineur.
55. Seigniorv of Rouville, grand plan.
56. Village of St. Hilaire.
57. Seigniorv of l'Isle Bizard.
58. Seigniorv of Chateauguay, grand plan.
59. Plan of Village, }
60. Plan of Village, } Seigniorv of Chateauguay.
61. Plan of Village, }
62. St. Isidore.
63. Fief Tremblay.
64. Seigniorv of St. James and Thuraite, grand plan.
65. West part of the Seigniorv of St. James.
66. Seigniorv of Montarville, grand plan.
67. Seigniorv of Foucault, grand plan.
68. Seigniorv of Belœil, grand plan.
69. Seigniorv of Boucherville, grand plan.
70. Village of Boucherville, grand plan.
71. Boucherville Islands.
72. Fief Martel, grand plan.

LIST of plans made on the Scale required for the Schedule, up to the 1st March, 1856, in the office of the Seigniorial Commission at Montreal.

1. Seigniorv of l'Isle Bizard.
2. Seigniorv of Boucherville.
3. Seigniorv of Montarville.
4. Fief Tremblay.
5. Village of St. Rémi.
6. Village of Beauharnois.
7. Village of Ellicetown.
8. Village of Durham.
9. Village of Brownville.
10. Village of Howick.
11. Village of St. Jean Chrysostôme.
12. Village of St. Martine, in part the property of M. Primeau.

(Signed,)

T. T. V. REGNAUD, P. L. S.,
Draftsman of Schedule.

Office of the Seigniorial Commission,
Montreal, 1st March, 1856.

DOCUMENTS

FROM THE

BUREAU OF AGRICULTURE AND STATISTICS,

Submitted in pursuance of the Act 16 Vic. caps.
11 and 18.

- No. 88.—Statement shewing amount of Improvement Fund for each County in Canada West, arising from sales of Crown and School Lands, up to 30th June, 1855, under 16 Vic. cap. 159, sec. 14.
- No. 81.—Report of David Gibson, Esquire, Chief Superintendent of Colonization Roads, shewing the state of the Roads and Bridges in the western part of Canada West, on the 31st December, 1855.
- No. 93.—Abstract Statement of Expenditure on Western Roads, shewing amount paid in each County, up to 31st December, 1855.
- Nos. 73 & 123.—Statements of Mr. Perry, shewing the nature and extent of progress on the Camden and Madawaska Road, and the Expenditure thereon.
- No. 122.—Mr. Gibson's Report on the state of the Madoc and Madawaska Road.
-

No. 88.

STATEMENT of the amount available for public improvements, being one-fourth of the amount collected on Sales of Common School Lands, after deducting six per cent commission for the sale and management of the same; and also, one-fifth of the amount collected on Sales of Crown and Grammar School Lands, in each County in Canada West, under 16th Vic. cap. 159, sec. 14, from the date of the said Act up to the 30th June, 1855.

COUNTIES.	TOTAL AMOUNT OF COLLECTIONS.						AMOUNTS AVAILABLE.						
	Crown Lands.		Grammar School Lands.		Common School Lands.		Crown Lands.		Grammar School Lands.		Common School Lands.		
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	
Brant	2726	18	6										
Carleton	299	7	4	1435	18	10							
Elgin	606	7	0	298	16	1					287	3	9
Essex	1294	10	5								59	15	2
Frontenac	7	10	0	1006	9	5							
Lennox	49	0	0										
Addington	15088	16	1	24805	5	0					201	5	10
Grey													
Haldimand	515	19	10										
Hastings	2988	6	3	16718	6	0							
Huron	7499	5	2	24467	7	2							
Bruce	5947	18	10										
Kent	1490	0	5										
Lambton	1594	3	11										
Lanark	5041	3	2										
Renfrew	304	8	8	87	17	2					17	9	5
Leeds	319	12	11	334	6	1					66	17	2
Grenville													

COUNTIES.	TOTAL AMOUNT OF COLLECTIONS.						AMOUNTS AVAILABLE.						
	Crown Lands.		Grammar School Lands.		Common School Lands.		Crown Lands.		Grammar School Lands.		Common School Lands.		
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	
Lincoln	301	1	2										
Welland	38	14	9										
Middlesex	531	7	0	1995	15	7							
Norfolk	170	6	7	2080	11	10							
Northumberland	222	16	6	400	15	0							
Durham	157	19	4										
Ontario	909	5	10										
Oxford	759	8	9	1636	6	5							
Perth	955	13	6										
Peterborough	1915	1	0	2075	1	6							
Victoria	4218	1	3										
Prescott	1589	19	3										
Russell	3278	14	3										
Prince Edward													
Simcoe	3922	12	9										
Stormont	120	4	6										
Dundas	221	13	11	7	8	5							
Glengarry	20	0	0	7	16	10							
Waterloo													
Wellington	8928	3	5										
Wentworth	281	4	0										
Halton	70	4	9										
York	848	18	11										
Peel	23	3	4										
Totals	79548	3	3	9282	1	8	70172	2	1				

No. 81.

ELORA, 20th February, 1856.

Sir,—In the introductory part of the Report which, on 10th February, 1855, I had the honor to submit to you on the roads, &c., under my superintendence, I mentioned as reasons why so little progress had been made with these during the previous year, the scarcity and high prices of labor and of provisions, which had succeeded a time of moderation in both, during which the works were contracted for. This change operated very unfavorably in 1854, and the difficulties of the Contractors increased in 1855, during which labor and the necessaries of life attained, and now maintain, prices, I believe, quite unprecedented in this section of country. Some of the Contractors found themselves compelled to suspend operations, and relinquish their contracts. The works in such contracts, I re-let at slightly advanced prices, deeming that it would have been altogether unavailing to have prosecuted under the contracts. The great majority of the Contractors, however, have continued their works, slowly, it is true, but in most cases to completion. The contracts still unfinished, are generally well-advanced, and there is every reason to believe, will, ere long, be concluded. I have been speaking of the contracts which were entered into prior to, and during 1854.

Since then contracts have been entered into for the following works, let in May, June, and July last, under the instructions which I had the honor to receive from the Department, viz. :—

1. A Bridge over the River Maitland, at a place near to the south boundary line of the Township of Wawanosh.
2. A Road between the Townships of Wawanosh and Morris.
3. A Road between the Townships of Morris and Grey.
4. Chopping, logging, bridging, and grading that part of the Durham Road lying in the Town Plot of Kincardine.
5. A Road from the Toronto and Sydenham Road, to the west boundary of Nottawasaga, on or near to the second concession line north, in the Townships of Artemesia and Ospry.
6. A Road from the Durham Road southward, on or near to the line between the Townships of Greenock and Culross on the one side, and Brant and Carrick on the other.
7. A Road from the Elora and Saugeen Road, easterly, on or near to the line between the Townships of Elderslie, Sullivan, and Holland on the one side, and Brant, Bentinck, and Glenelg on the other, and terminating on the east at the Toronto and Sydenham Road.
8. A Bridge across the River Saugeen, at or near to where it intersects said line between the Townships of Brant and Elderslie.

These works were all let at prices considerably higher than those previously contracted for, and averaged about £40 a mile for chopping, logging and clearing; 12s. 6d. a rod for crosswaying, 6s. a rod for ditching, and 9s. for ditching and brushing.

In addition to the works let prior to, and in 1855, I have advertised, and am now in the course of letting the following, viz. :—

1. A Road from Collingwood to Meaford.
2. A Bridge over the River Saugeen on the Elora and Saugeen Road in the Township of Saugeen.
3. A Bridge over the River Saugeen on the Durham Road at Walkerton, in the Township of Brant.

4. A Bridge over the River Saugeen, on the Durham Road, four miles east of Walkerton.

5. A Road between the Townships of Arthur and Maryborough.

I now proceed to make more special mention of the various works under my superintendence, following the order in which some of these occur in my Report of February last.

I.—ELORA AND SAUGEEN ROAD.

1. PEELE.—The Contractor William Worling, having failed to complete the works, I took certain portions of these off his hands, and re-let them to others at an advance in price; and I have now to report the completion of the Road through this Township.

The Bridge over the south branch of the Carrestoga River has been finished.

2. MARYBOROUGH.—The Contract for opening the Road through this Township may be reported as finished. There remained, when the works were last inspected, a few unimportant things to be done; but these most likely have ere now been attended to; and they are not such as in any degree will impede the travel on the line.

The Bridge over the north branch of the Carrestoga River in this Township has been completed.

3. MINTO.—The contract in this Township is well advanced. The Bridge over the River Maitland is almost finished, and the travel, meantime, passes over it. Some crosswaying still remains to be laid, but roads have been cut round the portions requiring this, and the public is thus enabled to proceed without interruption. The works will be finished early next summer.

4. CARRICK AND BRANT, SOUTH OF DURHAM ROAD.—The Road through this section has been completed, and the works taken off the Contractors' hands.

5. BRANT, north of the Durham Road, is nearly all finished. One concession, consisting principally of swamp, requires to be crosswayed, and a hill has to be excavated, but around these the Contractor has opened roads, so that the line may be travelled uninterruptedly. Some further ditching also remains to be cut.

6. ELDERSLIE is also finished, excepting the excavation of some side hills and "cradle knolls," and the opening of some ditches, but this does not prevent the road being used during sleighing.

7. ARRAN.—In this Township there is a hill, partly excavated, requiring to be finished, and the north approaches to two small bridges have still to be formed, but around these roads have been cut, and there is thus no obstruction to the travel. There is still also some ditching to be formed, but otherwise the road through the Township is completed.

8. SAUGEEN is also finished, excepting the excavation of a hill lying on the westerly bank of the River Saugeen, at the point where the new bridge is to be thrown across it. The excavation of this hill I propose letting along with the Bridge. The travel in the meantime passes along the old Bridge.

From what has been stated, it will be observed, that the Elora and Saugeen Road may now be travelled between these places; and that, with a few exceptions, the whole works originally intended to be executed upon it, are now completed. What remains will be finished early in summer. But it may be proper for me to mention, that to make this a good summer Road, a considerable expenditure will yet be necessary in levelling, crosswaying and draining. The Road has been made such as was contemplated, out of the Fund appropriated for opening up the waste land of the Province, and any improvements which

may now be made upon it, ought, I think, to be defrayed out of the Improvement Fund.

II.—DURHAM ROAD.

The portion of this Road lying between the west boundary of Nottawasaga and the Toronto and Sydenham Road, was let in July last to a number of Contractors, who have cleared and crosswayed a considerable part of it. A good deal of work still remains to be done; but, though the Road will not be completed before next fall, it is already travelled over excepting on the easterly part of Osprey.

Westward of the Toronto and Sydenham Road all the Contracts have been completed, with the exception of that in the Town Plot of Kincardine, where the excavation of a hill and some bridging remain to be finished; but the public is accommodated by a parallel road leading into the Town, and the travel along the whole line is thus uninterrupted.

III.—SYDENHAM AND SOUTHAMPTON ROAD.

The works on this line of Road are now completed, with a few unimportant exceptions. These will very soon be finished, and they do not meanwhile interrupt the travel. A large amount of ditching has been cut in the low wet grounds over which the line runs, and it now affords a good road between the Garrafraxa and Elora and Saugeen Roads.

The Bridge over the Sydenham River has been completed, and taken off the hands of the Contractor.

IV.—SOUTHAMPTON AND GODERICH ROAD.

This Road is now open for travel over its whole extent, excepting a portion of the Contract of Cowan Keys in Huron, where some crosswaying and underbrushing remained to be done when the works were visited in the end of December last. This obstruction is, however, obviated by a small portion of the Woolwich and Huron Road, adjoining the Lake, being opened, by which the public gets to the Lake Shore Road, which it follows to Kincardine, and there again falls into this Road. There is also an obstruction at the point where the line crosses the River Penetangore, over which a Bridge has not yet been built, in consequence of its being deemed more advisable to let it and the excavation of an adjoining hill when the Road is made a summer Road.

The Mail Stage between Southampton and Goderich has been using this Road since the beginning of the year.

V.—WOOLWICH AND HURON ROAD.

The Bridge over the Carrestoga River has been finished. The adjoining hill has not yet been fully excavated, but nearly so; and meantime the public travel by a short circuit round it. The line westward to Wallace is completed; and a considerable portion along the Southern boundary of that Township is in a very forward state. A Bridge has been built over a branch of the Maitland, which crosses the Road in Wallace; and it may be stated that the Road is travelled from the Western point of that Township to Woolwich.

A small portion of the Road adjoining Lake Huron has, as already mentioned, been made, but no part of the line between it and Wallace has yet been let. It is, however, proposed to let the whole works westward of Wallace this season.

VI.—BRIDGE OVER RIVER MAITLAND.

This bridge is in a forward state. The mason work is nearly completed, but suspended for the winter. The timber is all prepared and the iron in readiness, and the fabric will be finished in spring.

VII.—ROAD BETWEEN WAWANOSH AND MORRIS.

This line of Road is nearly all cleared, but there is a considerable extent of crosswaying to be formed upon it. It will be finished early in summer. The bridge over the centre branch of the Maitland on this line has been partly built. The bridge for the north branch of that river has not yet been commenced. Both will be finished by the time the Road is completed.

VIII.—ROAD BETWEEN MORRIS AND GREY.

This Road is well advanced. It has been cleared nearly throughout, and a considerable amount of crosswaying has been made. The Bridge required on the line has not been commenced, but it and the Road will be finished in summer.

IX.—ROAD BETWEEN CARRICK AND CULROSS.

There is about five miles of this Road cleared, and a small extent of crosswaying made. The line requires much crosswaying, and the wetness of the season did not admit of a great amount of work being done upon it.

X.—ROAD BETWEEN ELDELSLIE, SULLIVAN, AND HOLLAND, ON THE ONE SIDE, AND BRANT, BENTINCK, AND GLENELG, ON THE OTHER.

1. ELDELSLIE AND BRANT.—The Bridge across the River Saugeen on this part of the Road has been finished.

About six miles of the Road has been chopped and cleared, and the line will be finished next summer.

2. SULLIVAN AND BENTINCK.—A considerable amount of crosswaying and underbrushing, but little chopping, has been done on this portion of the Road. It is however now progressing favourably, and is expected to be finished early in the summer.

3. GLENELG AND HOLLAND.—Very little progress has been made with this part of the Road, but it is expected that it too will be completed during the summer.

The above brief notice of each Road and work under my superintendence in this section of the Province, will, I hope, give a sufficient idea of the progress made in opening it up. (Vide Appendix.)

Last year was one peculiarly adverse to the making of such Roads. A great extent of crosswaying and ditching required to be made on them, and as these operations can only be conducted in dry seasons, the heavy and continuous rains which prevailed during the fall, greatly impeded, and indeed in many instances altogether stopped the works. Notwithstanding of this, however, a large amount of ditching and of crosswaying was formed on the lines of Road.

Wherever in low grounds the land adjoining a Road admitted of the water being carried off from the side ditches, these were made in preference to cross-

waying, both because of the saving thereby effected, and of the superior Road obtained. The material dug out of the ditches is spread regularly over the surface of the Road, and in very wet places there is first laid down a coating of Brush to form a bed eight inches in thickness, after the material is spread over it. The average price of crosswaying is about 12s. 6d.; ditching, 6s.; and if brush be added, 9s. per rod. It will thus be seen, that in forming Roads through low ground, where either crosswaying or ditching must be made, a great saving is effected by adopting the latter. This accordingly has been done, particularly on the Sydenham and Southampton Road, the Durham Road, the Southampton and Goderich Road, and the northern part of the Elora and Saugeen Road; on all which a considerable extent of ditching and brushing has been made.

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

DAVID GIBSON.

The Honorable the Minister of Agriculture,
&c., &c., Toronto.

APPENDIX.

APPROXIMATE STATEMENT of the WORKS on the various Lines of Road, specified in the foregoing Report, at 31st December, 1855.

ROADS.	Opened.	Underbrushed for Winter Roads.	Cross-wayed.	Ditched.	Excavation and Embankment.	No. of Stumps Extracted.	Bridges com- pleted.	Bridges in Pro- gress.
	Miles.	Miles.	Miles.	Miles.	c. yards			
1. Elora and Saugeen Road	45	8 $\frac{1}{2}$	9 $\frac{1}{2}$	21 $\frac{1}{2}$	796	3072	5	2
2. Durham Road.....	5 $\frac{1}{2}$	4	2 $\frac{1}{2}$	3 $\frac{1}{2}$	4024	416	.....	.....
3. Sydenham and Southampton Road.	3	.....	1 $\frac{1}{2}$	7 $\frac{1}{2}$	2151	2343	1	.....
4. Southampton and Goderich Road.....	.....	40	7 $\frac{1}{2}$	6 $\frac{1}{2}$	3633	1	3	.....
5. Woolwich and Huron Road	14	3	3 $\frac{1}{2}$	.....	5662	35	2	.....
6. Road between Wawanosh and Morris	7 $\frac{1}{2}$	1 $\frac{1}{2}$	$\frac{3}{4}$	.....	32	.....	.....	1
7. Road between Morris and Grey....	9 $\frac{1}{2}$	1	1	.....	80	.....	.....	2
8. Road between Carrick and Culross.	5 $\frac{1}{2}$	.....	$\frac{1}{2}$	1 $\frac{1}{2}$	.....	.....	.....	.....
9. Road between Elderslie, Sullivan, and Holland on the one side, and Brant, Bentinck, and Glenelg on the other	7 $\frac{1}{2}$	11	1 $\frac{1}{2}$	.....	.....	.....	.....	.....
10. Colborne and Hullet.....	.....	.....	.....	.....	.....	.....	.....	1
	97 $\frac{1}{2}$	69	28 $\frac{1}{2}$	39 $\frac{1}{2}$	16828	5867	11	6

No. 93.

ABSTRACT STATEMENT of EXPENDITURE ON WESTERN ROADS, &c., shewing amount paid in each County, at 31st December, 1855.

I.—COUNTY OF WELLINGTON.			£	s.	d.	£	s.	d.
1. Elora and Saugeen Road	1617	6	1					
2. Woolwich and Huron Road	485	0	0					
3. Proportion of Expense of management, &c	145	16	2					
Sum						2248	2	3
II.—COUNTY OF WATERLOO.								
Woolwich and Huron Road	872	10	0					
Proportion of Expense of management, &c	26	0	0					
Sum						898	10	0
III.—COUNTY OF PERTH.								
Woolwich and Huron Road	517	10	0					
Proportion of Expense of management, &c	36	0	0					
Sum						553	10	0
IV.—COUNTY OF HURON.								
1. Woolwich and Huron Road	25	0	0					
2. Road between Morris and Grey	447	0	0					
3. do Wawanosh and Morris	458	0	0					
4. Bridge over River Maitland, between Colborne and Hullett	1826	0	0					
5. Southampton and Goderich Road	858	7	0					
6. Proportion of Expense of management, &c	217	0	0					
Sum						3831	7	0
V.—COUNTY OF BRUCE.								
1. Elora and Saugeen Road	5001	18	7					
2. Durham Road	987	11	1					
3. Sydenham and Southampton Road	1108	7	0					
4. Southampton and Goderich Road	2226	3	10					
5. Road between Carrick and Culross	200	0	0					
6. do Elderslie and Brant	927	10	0					
7. Woolwich and Huron Road	25	0	0					
8. Proportion of Expense of management, &c	724	0	0					
Sum						11150	10	6
VI.—COUNTY OF GREY.								
1. Durham Road	362	9	9					
2. Sydenham and Southampton Road	347	15	0					
3. Road between Sullivan and Bentinck	250	0	0					
4. do Holland and Glenelg	157	0	0					
5. Proportion of Expense of management, &c	77	0	0					
Sum						1194	4	9
Total				£		18876	4	6

JOHN LANGTON,

Auditor.

No. 73.

ELORA, 4th March, 1856.

Dear Sir,—Referring to my Report, No. 6, dated 18th October, 1855, on the Camden and Madawaska Road, I now beg to transmit herewith a copy of the Statement of Expenditure thereon, between 25th September, 1854, and 31st December, 1855, just received from Mr. Perry. From this Statement, it would appear that Mr. Perry has made about 45 miles of road, at £53 2s. 3d. per mile, inclusive of causewaying and bridging.

A Copy of the Report by Mr. Bird, bringing his road down to the close of Mr. Neilson's contract, was sent to you on 18th January last.

I remain, dear Sir,
Yours faithfully,

DAVID GIBSON.

WILLIAM HUTTON, Esquire, Secretary,
Bureau of Agriculture, Toronto.

STATEMENT of EXPENDITURE upon the CAMDEN and MADAWASKA ROAD, between September 25th, 1854, and December 31st, 1855, including provisions, &c., on hand at last date.

	£	s.	d.
Amount expended March 30th, 1855, per Account, Bureau of Agriculture....	1299	13	5
do do May do, do, per Account, David Gibson, Esquire,			
July 11th	310	13	5
do do September 29th, do do do	160	1	4½
do do October 31st, do do do	191	19	9
do do November 30th, do do do	200	19	0½
do do December 31st, do do do	312	10	6½
Total Amount expended, December 31st, 1855.....£	2475	15	6½

	£	s.	d.		£	s.	d.	
Of which amount has been expended:—								
In Causewaying 1214 rods.....	682	18	4	Equal to	0	11	3	Per Rod.
In Bridging 176 rods	377	11	3	do	0	2	7½	Per Foot.
In Chopping, Clearing, Grubbing, Leveling and Improving Hills	1125	19	8	do	25	0	5	Per Mile
Amount exclusive of Superintendent's pay, tools, camp equipage, &c.....£	2186	9	3	do	48	11	9	do
Amount proportioned for tools, and camp equipage.....	18	12	8½	do	0	8	8½	do
Amount exclusive of Superintendent's pay, Balance for tools, &c	2205	1	11½	do	49	0	0½	do
Carried forward	2205	1	11½					

STATEMENT of EXPENDITURE upon the CAMDEN and MADAWASKA, ROAD, &c.—
(Continued.)

	£	s.	d.		£	s.	d.	
<i>Brought forward</i>	2205	1	11½					
Superintendent's pay, to 31st December, 1855.	185	0	0	Equal to	4	2	2½	Per Mile.
Amount exclusive of balance for tools, &c.£	2390	1	11½	do	53	2	3½	do
Proportion for tools, &c., for balance of road.	4	11	1					
Provisions on hand, January 1st, 1856.	81	2	0					
Sum Total.....£	2475	15	6½					
					£	s.	d.	
Amount received from Bureau of Agriculture, up to March 19th, 1855					1800	0	0	
do from David Gibson, Esquire, Chief Superintendent of Colonial Roads, at different dates.....					1118	4	3½	
Total amount received, December 24th, 1855.£					2418	4	3½	
Amount expended as above£	2475	15	6½					
Amount due, December 31st, 1855					62	11	3	
Total£					2475	15	6½	

A. B. PERRY,

Superintendent of Camden and Madawaska Road.

ERNESTOWN, 15th January, 1856.

No. 123.

No. 18.

ELORA, 28th April, 1856.

Dear Sir,—Referring to my Report, No. 6, dated 18th October last, on the Camden and Madawaska Road; I beg to transmit herewith statement received from Mr. A. B. Perry, the local Superintendent, showing the nature and extent of the works performed as at 31st December last. The Road under Mr. Perry's superintendence commences at the Clare River, and extends northward to the Madawaska River. At 31st December about 45 miles of Road had been made with the Bridges required, at an average cost of about £53 per mile. Of this distance about 26 miles had been completed when I examined the works, and in a manner satisfactory to me, considering the means at Mr. Perry's disposal.

Since then Mr. Perry has nearly completed the Road, has raised the Bridge over the Clare River 4 feet higher than it was originally built; it, as formerly mentioned, having been somewhat injured during an extraordinary flood of that River,—and has built the Bridge over the Madawaska at the northern termination of the Road.

I may observe that Mr. Perry has constructed his works in a very creditable manner, and with great regard to economy, by men employed by the day.

I am, dear Sir,

Yours faithfully,

DAVID GIBSON.

WM. HUTTON, Esquire,
Secretary, Bureau of Agriculture,
Toronto.

No. 122.

No. 17.

ELORA, 28th April, 1856.

Dear Sir,—With reference to my Report on the Madawaska Road, dated 25th August last, I now beg to state that the Contract entered into between Mr. Robert Bird and Mr. George Neilson, prior to the Road being placed under my charge, has been completed. The Contract was for 40 miles of Summer Road,—commencing at the boundary line between Madoc and Tudor, and extending northward,—at £125 per mile, inclusive of all Bridges not exceeding 18 feet between the banks. Subsequently, it was arranged that Mr. Neilson should build all the Bridges required, exceeding 18 feet in span, and that in respect of these a portion of the Road corresponding to their value should be deducted from the length of Road contracted for. Under this arrangement Mr. Neilson made 38 miles and 12 chains of Road, and all the Bridges on that portion, for the Contract price of £5,000.

I examined the first 24 miles of the Road north of Madoc, and approved of the manner in which the works had been executed. The remainder I have not had an opportunity to inspect, but Mr. Bird reports to me that “the whole of the job “ is well done, and the Bridges are all substantial.”

A second Contract has since been made with Mr. Neilson for 20 miles of *Winter* Road, northward from the point where the first Contract terminated, at the rate of £45 per mile, including all Bridges required on said 20 miles; and Mr. Bird informs me that the Contractor is making rapid progress with the works.

A third Contract has also been entered into between Mr. Bird and Mr. Neilson, for making a good Summer Road from the north boundary line of Madoc, at the point where Mr. Neilson's first Contract began, southward to near Widow Kellar's Bridge.

I remain, dear Sir,

Yours faithfully,

DAVID GIBSON.

WILLIAM HUTTON, Esquire, Secretary,
Bureau of Agriculture, Toronto.

RETURN

(IN PART)

To an Address of the Legislative Assembly, dated 7th March, 1855, for copies of all Documents relative to certain Lots of Land in the Township of Orford, granted to the Heirs of the late Honorable W. B. Felton.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Toronto, 5th May, 1856.

SUPPLEMENTARY RETURN

To an Address from the Legislative Assembly, dated 7th March, 1855, for certain Documents relative to certain Lots of Land in Orford.

By Command.

T. LEE TERRILL,

Secretary.

SECRETARY'S OFFICE,

Toronto, 27th June, 1856.

NOTE.—The Documents forming the two preceding Returns were directed, by the Standing Committee on Printing, not to be printed.

R E T U R N

To an Address from the Legislative Assembly of the 14th ultimo, for Copies of Complaints preferred against J. Maguire, Esquire, as Inspector and Superintendent of Police, Quebec.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Toronto, 5th May, 1856.

Quebec, 27th March, 1855.

Sir,—I have the honor to request that you will be pleased to submit the accompanying Memorial to His Excellency the Governor General and Council, together with the documents thereto annexed.

I have the honor to be, Sir,

Your most obedient Servant,

W. F. WHITCHER.

The Honorable G. E. CARTIER,
Provincial Secretary, &c., &c., &c.

To His Excellency the Governor General,—In Council.

The Petition of William F. Whitcher, of the City of Quebec, Editor of the "Quebec Gazette," a newspaper published in this City;

HUMBLY SHEWETH:

That in consequence of numerous representations made to your Petitioner, who is now, and for a long time past has been, the Editor of a newspaper published in this City, called the "Quebec Gazette," Your Petitioner has felt himself called upon to give publicity to, and to comment upon, certain acts and alleged misbehaviour of John Maguire, Esquire, Inspector and Chief Superintendent of Police for the City of Quebec, in the discharge of his official duties, which has given rise to a feeling of animosity towards Your Petitioner on the part of the said John Maguire, such as should preclude the said John Maguire from sitting in or adjudicating upon any complaint wherein Your Petitioner was concerned.

That in the conduct of the said newspaper Your Petitioner having had some misunderstanding with a person employed by the proprietor of another newspaper published in this city, called the "Morning Chronicle," of the name of James Dunbar, the latter well-knowing the feelings of enmity entertained towards Your Petitioner by the said John Maguire, did, on the fifteenth day of March instant, apply to the said John Maguire, for a warrant to bind Your Petitioner in surties to keep the peace, under the pretence that the said James Dunbar apprehended personal danger on the part of the said Petitioner, in consequence of a letter, which he, the said James Dunbar, alleged to have received, and which he, the said Dunbar, swore to be in the handwriting of Your Petitioner.

That Your Petitioner, in accordance with the said application, was on the day and year aforesaid, compelled by the said John Maguire, to put in security to keep the peace towards the said James Dunbar; himself in the sum of fifty pounds, and two securities in the sum of twenty-five pounds each.

That subsequently to the said security being given, the said John Maguire wishing to injure, annoy, vex, and oppress Your Petitioner, did cause the said James Dunbar, and one John Henry Willan, an associate of the said James Dunbar, to appear before him the said John Maguire, and make further depositions with the view of establishing against this Petitioner the offence of sending the aforementioned letter to the said James Dunbar, with the intent of provoking the said James Dunbar to challenge Your Petitioner to fight a duel.

That having obtained from the said James Dunbar and John Henry Willan, the said depositions, the said John Maguire in pursuance of his said intention to injure, vex, annoy, and oppress Your Petitioner, did, on the nineteenth day of March instant, hold Your Petitioner to bail, in addition to the bail already put in by him as aforesaid, to appear at the next Court of General Quarter Sessions of the Peace, to be held in the said City of Quebec, on the charge of, having "on the fourteenth day of March instant, at the said City of Quebec, in the District of Quebec, wickedly, wilfully, and maliciously written, sent, and caused to be delivered to one James Dunbar, a certain letter and paper-writing containing certain provoking and scandalous words with intent to instigate, incite and provoke the said James Dunbar to send a challenge to him, the said William F. Whitcher, to fight a duel with and against him the said James Dunbar."

That the only authority upon which the said John Maguire took it upon himself thus to compel Your Petitioner to find and put in bail to appear at the said General Quarter Sessions of the Peace, is contained in the letter purporting to have been written by Your Petitioner and addressed to the said James Dunbar, and in the two depositions of the said James Dunbar and the said John Henry Willan; duly authenticated copies whereof are hereunto annexed.

That upon reference to the said letter, it will be seen that it does not contain any evidence whatever of any intention on the part of Your Petitioner to incite or provoke the said James Dunbar to send a challenge to Your Petitioner to fight a duel with and against him the said James Dunbar, but, merely expresses a desire on the part of Your Petitioner to be relieved from any acquaintance with the said James Dunbar, for the reasons therein stated. That neither the said letter nor the said two depositions which comprise the whole evidence adduced before the said John Maguire, established in any way whatever, that the said letter was ever sent, delivered, or caused to be delivered, by Your Petitioner, to the said James Dunbar, facts which it was absolutely necessary and essential to have proved and established before the said John Maguire, to justify him in holding Your Petitioner to bail to appear at the next Court of Quarter Sessions of the Peace, in the City of Quebec, to answer a charge of wickedly and maliciously writing, sending, and causing to be delivered to the said James Dunbar,

a letter with intent to provoke a challenge to fight a duel. That although the said James Dunbar has merely deposed that to the best of his knowledge the said letter was written with intent either to provoke him to send a challenge to Your Petitioner to fight a duel, a breach of the peace, (in the alternative); and hath not positively deposed that Your Petitioner intended doing either the one or the other; yet the said John Maguire, in the absence of any other proof, and contrary to all law and precedent, and without any evidence whatever as to which of the two charges Your Petitioner had made himself obnoxious, (for to provoke a person to send a challenge to fight a duel is an offence, whereas the writing a letter to provoke a breach of the peace is no offence whatever,) has thought fit to presume of his own impulse and mere motion that Your Petitioner did write the said letter with intent to provoke a challenge to fight a duel, contrary to the assertion of the complainant who stated he had doubts on that point.

That the evidence of the said John Henry Willan does not in any manner help the said John Maguire in the position he has assumed, inasmuch as it only goes to establish an impression created on the mind of the said John Henry Willan, resulting from a pretended conversation alleged to have taken place between the said Willan and Your Petitioner, long before the said letter was written, and which had reference to matters that had occurred prior thereto, and which could possibly have had no bearing touching the subject matter thereof.

That the said John Maguire, in thus compelling Your Petitioner to give bail to appear at the next Court of General Quarter Sessions of the Peace, to answer for the commission of an offence which the said John Maguire had no evidence before him had ever been committed, has been guilty of great dereliction of duty, of an act of oppression and tyranny towards Your Petitioner, for which he, the said John Maguire, deserves to be punished, and which tend to shew that he is wholly unfit for the due and efficient discharge of the duties of his Office; and that he does not hesitate to make use of the powers vested in him by law to harass and annoy those against whom he happens to entertain feelings of animosity; and that he ought not to be suffered any longer to occupy his present situation.

That since the appointment of the said John Maguire to the Office of Inspector and Superintendent of Police, for the said City of Quebec, he, the said John Maguire, hath been repeatedly guilty of acts of misconduct and oppression, several of which have been made subjects of grave complaint, as well to Your Excellency's Predecessor as to the Honorable the Legislative Assembly and Parliament; all of which show how very obnoxious the conduct of the said John Maguire has been in the discharge of his duty.

Wherefore, Your Petitioner humbly prays, that Your Excellency and Honorable Council will receive his present Petition, and take the same into your favorable consideration, with the view of causing an enquiry to be instituted in relation to the facts therein set forth, and more particularly into the conduct of the said John Maguire, in relation thereto; and that Your Excellency and Council will order such proceedings to be had thereon as of right.

And Your Petitioner, as in duty bound, will ever pray.

W. F. WHITCHER.

QUEBEC, 26th March, 1855.

OFFICE OF THE PEACE.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } Ss. { **BE** it remembered, that on this fifteenth day of
 eight hundred and fifty-five, and in the eighteenth year of the Reign of Our
 Sovereign Lady, Victoria, by the Grace of God of the United Kingdom of Great
 Britain and Ireland, Queen, Defender of the Faith, before me, the undersigned,
 one of the Justices of Our Lady the Queen, assigned to keep the Peace, in and
 for the District of Quebec, personally came William F. Whitcher, Gentleman;
 John Ross, Gentleman; Robert Middleton, Newspaper Proprietor; all three of
 the said City of Quebec, and acknowledged themselves to owe and to be indebted
 to Our said Sovereign Lady the Queen, to wit: the said William F. Whitcher, in
 the sum of fifty pounds, sterling money of Great Britain; and the said John
 Ross and Robert Middleton, in the sum of twenty-five pounds, sterling money
 aforesaid; each to be respectively made and levied of their several goods and
 chattels, lands and tenements, to the use of Our said Sovereign Lady the Queen,
 Her Heirs and Successors, if he the said William F. Whitcher, shall fail in per-
 forming the condition herein under written.

The condition of this Recognizance is such, that if the above-named William
 F. Whitcher shall keep the peace, and shall be of good behaviour to Our said
 Sovereign Lady the Queen, and all and every the liege people of Our said Sove-
 reign Lady the Queen, and more especially towards one James Dunbar, of the
 said City of Quebec, in the said District, Esquire, for the next six calendar months,
 then that the present Recognizance shall be null and void, but otherwise, shall
 be and remain in full force, virtue and effect.

(Signed,)

W. F. WHITCHER.

“

JOHN ROSS.

ROBT. MIDDLETON.

Taken and acknowledged before me,
 at the said City of Quebec,
 on the day and year herein first above-written,

(Signed,) J. MAGUIRE, J.P.

(A true Copy.)

GREEN & DOUCET, C.P.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } **BE** it remembered, That on the fifteenth day of March,
 CITY OF QUEBEC, } dred and fifty-five, William F. Whitcher, Gentleman;
 John Ross, Gentleman; Robert Middleton, Newspaper Proprietor; personally
 came before me, one of Her Majesty's Justices of the Peace for the said Dis-
 trict, and severally acknowledged themselves to owe to Our Lady the Queen, the
 sums following, that is to say: the said William F. Whitcher, in the sum of fifty
 pounds; and the said John Ross and Robert Middleton, the sum of twenty-five
 pounds each, of good and lawful current money of this Province; to be made and
 levied of their several goods and chattels, lands and tenements, respectively, to the
 use of Our said Lady the Queen, Her Heirs and Successors, if he the said William
 F. Whitcher, fail in the condition herein under written.

The condition of the above Recognizance is such, that whereas the above-named bounden William F. Whitcher was this day charged before me, for that he, on the fourteenth day of March, instant, at the City of Quebec, in the said District, wickedly, wilfully, and maliciously, did write, send, and cause to be delivered to the said James Dunbar, a certain letter and paper-writing, containing certain provoking and scandalous words, with intent to instigate, incite and provoke the said James Dunbar to send a challenge to him the said William F. Whitcher, to fight a duel with and against him the said James Dunbar, against the Peace of Our Lady the Queen. And whereas the examination of the witnesses for the prosecution in this behalf is adjourned until the sixteenth day of March, instant, if therefore the said William F. Whitcher shall appear before me on the said sixteenth day of March, instant, at ten o'clock in the forenoon, or before such other Justice or Justices of the Peace, for the said District, as may then be there, to answer further to the said charge, and to be further dealt with according to law, then the said Recognizance to be void, or else to stand in full force and virtue.

Taken and acknowledged the day and year first above mentioned, at the said City of Quebec, before me.

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, }
 CITY OF QUEBEC. } **BE** it remembered, that on the sixteenth day of March, in the year of Our Lord one thousand eight hundred and fifty-five, William F. Whitcher, of the City of Quebec, Gentleman, personally came before me, one of Her Majesty's Justices of the Peace for the said District, and severally acknowledged himself to owe to Our Lady the Queen, the sums following:—that is to say, the said William F. Whitcher the sum of twenty-five pounds, of good and lawful current money of this Province, to be made and levied of his several goods and chattels, lands and tenements respectively, to the use of Our said Lady the Queen, her Heirs and Successors, if he, the said William F. Whitcher fail in the condition herein under written.—The condition of the above recognizance is such, that whereas the above named bounden William F. Whitcher was charged before me for that he, on the fourteenth day of March instant, at the City of Quebec, in the said District, wickedly, wilfully, and maliciously did write, send, and cause to be delivered to James Dunbar, a certain letter and paper-writing, containing certain provoking and scandalous words, with intent to instigate, incite, and provoke the said James Dunbar to send a challenge to him, the said William F. Whitcher, to fight a duel with and against him, the said James Dunbar, against the peace of Our Lady the Queen. And whereas, the examination of the witnesses for the prosecution in this behalf is adjourned until the nineteenth day of March instant, at two o'clock in the afternoon, or before such other Justice or Justices of the Peace for the said District as may then be there, to answer further to the said charge, and to be further dealt with according to law, then the said recognizance to be void or else to stand in full force and virtue.

Taken and acknowledged the day and year first above mentioned, at the said City of Quebec, before me.

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

PROVINCE OF CANADA, } TAKE Notice, that you, William F. Whitcher, are
DISTRICT OF QUEBEC, } bound in the sum of Twenty-five pounds; that you,
CITY OF QUEBEC. } William F. Whitcher, appear before me, one of Her
Majesty's Justices of the Peace for the District of Quebec, on Monday the nine-
teenth day of March instant, at two o'clock in the afternoon, at the Court House,
in the said City of Quebec, or before such other Justice or Justices of the same
District as may be then there, to answer further to the charge made against you
by James Dunbar, and to be further dealt with according to law; and unless you,
William F. Whitcher, personally appear accordingly, the Recognizance entered
into by yourself and Sureties will be forthwith levied on you and them.

Dated the sixteenth day of March, one thousand eight hundred and fifty-five.

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

TUESDAY EVENING.

J. DUNBAR, Esquire.

I had not until this moment read over your very gentlemanly and profuse display of editorial blackguardism in this morning's Chronicle,—a style of journalism that is, thank goodness, peculiarly your own.

I can afford to treat the disgusting effusion, as I shall hereafter treat yourself, with supreme contempt. It were wearisome to trouble myself with unravelling the tissue of false statements and lying suggestions with which it abounds. I may therefore feel disposed to pass it over as the malicious outpouring of a low-bred individual, whose mind has become so depraved and obtuse as to disqualify him to recognize the incompatibility of personal honor with public mendacity, openly avowed and unblushingly gloried in. Such is the character given to your own self, in my presence, and which is amply confirmed through public sources.

If you are the author of the delectable production, I can simply say, that I hope you will relieve me of any further private acquaintanceship, as all communication with one who is as utterly disregarding of every honorable feeling as you have thus proved yourself to be, and who has so palpably shewn himself to be a common liar and unscrupulous calumniator in print, and of consistent reputation in private association, could only be disagreeable to me.

Perhaps you may desire to publish this letter also, and as an additional incentive to your genteel proclivity, I mark it "private."

"Ever yours,"

(Signed,) W. F. WHITCHER.

Letter referred to in Mr. Dunbar's Deposition, taken before me this 15th March, 1855.

(Signed,) J. MAGUIRE, J.P.

POLICE OFFICE.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }
CITY OF QUEBEC. }
} ss. { **B**EFORE me the undersigned, one of the Justices of Our Sovereign Lady the Queen, assigned to keep the Peace within the District of Quebec, this fifteenth day of March, in the year of Our Lord one thousand eight hundred and fifty-five, personally came and appeared James Dunbar, of the City of Quebec, Esquire, Advocate, &c., who being duly sworn upon the Holy Evangelists of Almighty God, doth declare, depose, and say, as follows, to wit:—

Yesterday evening, between seven and eight o'clock, I received the annexed letter, which was brought to the office of the "Morning Chronicle" Newspaper in this City, and delivered to me by a person whom I do not know. I am well acquainted with the handwriting of William F. Whitcher, of Quebec, Editor of the "Quebec Gazette," and I can swear positively, that this letter is in his handwriting. It is signed by him. The following words contained in the said letter were, I have no doubt written, with a view of provoking me to send a challenge to fight a duel with the said William F. Whitcher, or of provoking me to commit a breach of the Peace—the words are "a common liar" and "unscrupulous calumniator in print," meaning this Deponent, and this Deponent hath reason to believe that if the said William F. Whitcher should fail in his intention to provoke him to fight a duel, he the said William F. Whitcher intends to proceed to acts of personal violence towards him.

Whereupon this Deponent prays, that the said William F. Whitcher be bound with sufficient sureties to keep the peace towards him this Deponent.

Further saith not and hath signed,

(Signed,) J. DUNBAR.

Sworn before me, at the City of Quebec,
on the day and year first above written.

14 & 15 Vic., cap. 96 (M).

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC, }
CITY OF QUEBEC. }
} **T**HE examination of James Dunbar, Esquire, Advocate, and John Henry Willan, Esquire, Advocate, both of the City of Quebec, taken on Oath this sixteenth day of March, in the year of Our Lord one thousand eight hundred and fifty-five, at the

said City of Quebec, in the District aforesaid, before the undersigned, one of Her Majesty's Justices of the Peace for the said District, in the presence and hearing of William F. Whitcher, Editor of the "Quebec Gazette" Newspaper, who is charged this day before me, for that he the said William F. Whitcher on the fourteenth day of March instant, at the City of Quebec, in the said District, wickedly, wilfully, and maliciously did write, send, and cause to be delivered to one James Dunbar, a certain letter and paper-writing, containing certain provoking and scandalous words, with intent to instigate, incite and provoke the said James Dunbar to send a challenge to fight a duel with and against him the said William F. Whitcher. This Deponent, James Dunbar, on his Oath, saith as follows:— On Wednesday evening last, the fourteenth of March, between seven and eight o'clock, the letter now shewn to me, annexed to a deposition made by me yesterday before John Maguire, Esquire, was delivered to me by a person unknown, who brought it to the office of the "Morning Chronicle," a Newspaper in this City, written as follows:—

TUESDAY EVENING.

J. DUNBAR, Esquire.

I had not until this moment read over your very gentlemanly and profuse display of editorial blackguardism in this "Morning's Chronicle," a style of journalism that is, thank goodness, peculiarly your own. I can afford to treat the disgusting effusion as I shall hereafter treat yourself with supreme contempt; it were wearisome to trouble myself with unravelling the tissue of false statements and lying suggestions with which it abounds. I may therefore feel disposed to pass it over as the malicious outpouring of a low-bred individual, whose mind has become so depraved and obtuse as to disqualify him to recognize the incompatibility of personal honor with public mendacity openly avowed, and unblushingly gloried in. Such is the character you have given to your own self in my presence, and which is amply confirmed through public sources.

If you are the author of the delectable production, I can simply say, that I hope you will relieve me of any further private acquaintanceship, as all communication with one who is as utterly disregarding of every honorable feeling as you have thus proved yourself to be, and who has so palpably shewn himself to be a common liar and unscrupulous calumniator in print, and of consistent reputation in private associations, could only be disagreeable to me.

Perhaps you may desire to publish this letter also; and as an additional incentive to your genteel proclivity, I mark it "private."

"Ever yours,"

(Signed,) W. F. WHITCHER.

The person who gave me the letter did not say from whom it came; he merely said it was for me. I am well acquainted with the hand-writing of Mr. W. F. Whitcher, now here present, the Editor of the "Quebec Gazette," from having frequently seen him write; the letter above referred to, and the signature W. F. Whitcher at the bottom of it, is in the handwriting of Mr. Whitcher. For some time past, a controversy has been carried on between myself, as Editor of the "Morning Chronicle," a Newspaper in this City, and the Defendant Mr. Whitcher, as Editor of another Newspaper also published in this City, called the "Quebec Gazette," and out of this controversy personal hostility has grown. Mr. Whitcher has been personally offensive to me in his paper, in conducting the controversy. In his conversation with me, Mr. Whitcher did not appear to be much

affected by what the "Chronicle" had said in relation to the "Gazette." The "Chronicle" however confines its criticisms mainly to the Proprietor of the "Quebec Gazette," and not to Mr. Whitcher, the Editor.

Mr. Whitcher somewhat dissembled his feelings, but I have no doubt that he entertained feelings of personal hostility to me. The tone of the controversy too, between the two newspapers, became one of personal hostility on the part of Mr. Whitcher towards me. I came to this conclusion by his manner, dissembled as it was. In his newspaper he frequently insulted me and impeached my veracity, and when addressing me he changed his tone from "Dear Dunbar" to "Sir."

The letter herein above mentioned was written to the best of my knowledge and belief by Mr. Whitcher, with intent either to provoke me to send him a challenge to fight a duel or to commit a breach of the peace. I believe that if I had attempted to assault Mr. Whitcher I should have got the worst of it, he being considered a pugilist. Mr. Whitcher's intent in writing the letter above referred to, is also explained by a conversation which I had with him the other day, in which he said, that if I had attacked him in the manner in which I had attacked the Proprietor of the Gazette, he should have held me personally responsible.—I understood Mr. Whitcher to mean on that occasion the responsibility which one gentleman owes to another: that is, to fight a duel, or in default of that, to be assaulted. I do not know whether Mr. Whitcher is a duellist. Mr. Whitcher did not use the words "fight a duel" on that occasion; but I understood the word responsibility to mean what I have already said.

The Defendant declares he has no cross-questions to put to the Witness.

And further Deponent saith not, and hath signed,

(Signed,) J. DUNBAR.

Sworn before me, at the City of Quebec,
this 16th day of March, 1855.

(Signed,) J. MAGUIRE, J.P.

And this Deponent, John Henry Willan, of the City of Quebec, Esquire, Advocate, being duly sworn, deposes and says, in the presence of William F. Whitcher, as follows:—

I have had one conversation with Mr. Whitcher relative to a difficulty between him and Mr. Dunbar, it was on Monday last, in this City. I was desirous that Mr. Whitcher should withdraw an imputation he had made upon Mr. Dunbar, in so far as it related to the "Mercury" newspaper, of which I am one of the Editors. The rejoinder of Mr. Whitcher was to the following effect:—Mr. Whitcher inquired how I knew it to be an imputation on the Mercury, to which I replied, that he had used the words "the other City papers," which had included the Mercury; and also, that Mr. Dunbar said that Mr. Whitcher had told him that he meant the Mercury. Being asked by Mr. Whitcher whether this was Editorially or privately, I said privately, and Mr. Whitcher immediately drew the distinction between the personal and public character of an Editor, which I, from long experience, know to be the practice whenever it is the intention to terminate a difference between Editors by the pistol. Most unquestionably, I understood from Mr. Whitcher that he intended that this difference between him and Mr. Dunbar should be terminated by the pistol. I gathered it from his whole conversation, and I subsequently stated that impression to Mr. Cary, one of the Editors of the Mercury, and also to Mr. Dunbar. I had some conversation with Mr. Dunbar, and what he told me confirmed my impression of the hostile intentions of Mr. Whitcher towards Mr. Dunbar.

Cross-questioned :—

Question.—Will you state the reasons which induced you to believe that Mr. Witcher intended settling the difficulty between him and Mr. Dunbar by the pistol, as you have stated above?

Answer.—First, his drawing a distinction, which, from long experience with the press, is always, or almost always, drawn by a Newspaper Editor, as I have already said. Mr. Witcher also said, that Mr. Dunbar wished me to do that which he dare not do himself, which I understood to be a meeting, especially as it was uttered after I had said, "My address is No. 51 D'Aiguillon Street." I have no other reasons to give for the inference I drew from Mr. Witcher's conversation with me than those I have already given.

And further Deponent saith not, and hath signed.

(Signed,) JOHN HENRY WILLAN.

Sworn before me at the City of Quebec,
this 16th day of March, 1855.

(Signed,) G. HENDERSON, J.P.
" J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET,
Clerk of the Peace.

PROVINCE OF CANADA, } WILLIAM F. WHITCHER, of the City of Quebec,
DISTRICT OF QUEBEC, } within the District of Quebec, Editor of the "Quebec
CITY OF QUEBEC. } Gazette," stands charged before the undersigned, one of
Her Majesty's Justices of the Peace, in and for the District aforesaid, this nineteenth day of March, in the year of Our Lord one thousand eight hundred and fifty-five, for that the said William F. Witcher, on the fourteenth day of March instant, at the said City of Quebec, in the District of Quebec, wickedly, wilfully, and maliciously, did write, send, and cause to be delivered to one James Dunbar, a certain letter and paper-writing, containing certain provoking and scandalous words, with intent to instigate, incite, and provoke the said James Dunbar to send a challenge to him, the said William F. Witcher, to fight a duel with and against him, the said James Dunbar; and the said charge being read to the said William F. Witcher, and the Witnesses for the Prosecution, James Dunbar and John Henry Willan, being severally examined in his presence, the said William F. Witcher is now addressed by me as follows:—"Having heard the evidence, "do you wish to say anything in answer to the charge? You are not obliged to "say anything, unless you desire to do so; but whatever you say will be taken "down in writing, and may be given in evidence against you at your trial." Whereupon the said William F. Witcher saith as follows:—I am not Guilty.

Taken before me, at the said City of Quebec, the day and year first above mentioned.

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

PROVINCE OF CANADA, } BE it remembered, that on the nineteenth day of
 DISTRICT OF QUEBEC, } March, in the year of Our Lord one thousand eight
 CITY OF QUEBEC. } hundred and fifty-five, John B. Parkin, of the City of
 Quebec, Advocate, and Edward Jones, of the same place, also Advocate, and
 William F. Whitcher, of Quebec, Gentleman, personally came before me, the
 undersigned, Inspector and Superintendent of Police, appointed for the City of
 Quebec, and sitting therein at a Police Court, and one of Her Majesty's Justices
 of the Peace for the said District, and severally acknowledged themselves to owe
 to Our Lady the Queen the several sums following, that is to say:—The said
 William F. Whitcher, the sum of Forty pounds currency, and the said John B.
 Parkin and Edward Jones, the sum of Twenty pounds currency, each, of good
 and lawful current money of this Province, to be made of their several goods
 and chattels, lands and tenements respectively, to the use of Our said Lady the
 Queen, Her Heirs and Successors, if he the said William F. Whitcher fail in the
 condition hereinunder written.

The condition of the above Recognizance is such, that whereas the said William
 F. Whitcher was charged before me, one of Her Majesty's Justices of the Peace
 aforesaid, for that he, on the fourteenth day of March instant, at the City of Que-
 bec, in the said District, wickedly, wilfully, and maliciously, did write, send, and
 cause to be delivered to the said James Dunbar, a certain letter and paper-writ-
 ing, containing certain provoking and scandalous words, with intent to instigate,
 incite, and provoke the said James Dunbar to send a challenge to him, the said
 William F. Whitcher, to fight a duel with and against him, the said James Dun-
 bar, against the Peace of Our Lady the Queen. If, therefore, the said William
 F. Whitcher will appear at the next Court of General Quarter Sessions of the
 Peace, to be holden in and for the District of Quebec, and there surrender himself
 into the custody of the Keeper of the Common Gaol there, and plead to such In-
 dictment as may be found against him by the Grand Jury, for and in respect of
 the charge aforesaid, and take his trial upon the same, and not depart the said
 Court without leave, then the said Recognizance to be void, or else to stand in
 full force and virtue.

Taken and acknowledged the day and year first above mentioned, at the said
 City of Quebec, before

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

PROVINCE OF CANADA, } TAKE notice, that you, William F. Whitcher, are bound
 DISTRICT OF QUEBEC. } in the sum of forty pounds currency, and your sure-
 CITY OF QUEBEC. } ties, John B. Parkin, Edward Jones, in the sum of twenty
 pounds currency, each, that you, William F. Whitcher, appear at the next Court
 of General Quarter Sessions, to be holden in and for the District of Quebec, and
 there surrender yourself into the custody of the keeper of the Common Gaol
 there, and plead to such indictment as may be found against you by the Grand
 Jury, for and in respect to the charge aforesaid, and take your trial upon the
 same, and not depart the said Court without leave; and unless you, the said Wil-
 liam F. Whitcher, personally appear and plead, and take your trial accordingly,

the recognizance entered into by you and your sureties, shall be forthwith levied on you and them.

Dated this nineteenth day of March, 1855.

(Signed,) J. MAGUIRE, J.P.

(A True Copy.)

GREEN & DOUCET, C.P.

QUEBEC, 29th March, 1855.

Sir,—I have had the honor to lay before His Excellency the Governor General your Petition of the 26th instant, and the various documents accompanying it.

In answer, I am directed by His Excellency to say, that after a careful consideration of the allegations of your Petition, as supported in your opinion, by the documents submitted therewith, His Excellency does not deem it expedient nor right to order the enquiry prayed for by you.

I have, &c.,

(Signed,) GEO. ET. CARTIER,
Secretary.

W. F. WHITCOMB, Esquire,
Quebec.

(Copy.)

QUEBEC, C.E., May 30th, 1855.

Sir,—I have the honor to bring to your notice, that on Monday last, the 28th instant, having had occasion to go to the Post Office, I was there subjected to very outrageous treatment and insulting language from a civilian whose name I have since ascertained to be McNamee.

This person entered the vestibule after me, and instead of waiting for his proper term to transact his business, endeavoured, by a rude and intrusive action, to place himself directly before me.

I remonstrated with him as to the injustice of his attempting to precede himself and the others already there, upon which he made use of irritating and abusive language to me.

Being there as I was, in uniform, it was impossible for him either to be ignorant of my profession, or imagine that I was in any way taking advantage of my position, as I was only waiting until the people who preceded me had terminated their business, to advance myself to the window.

Notwithstanding my remonstrance, he pushed his arm before me and delivered some money to the Post Office Clerk.

I spoke to this official on the subject as to this man's being permitted to supersede the rest, and he made some reply which I did not catch, but delivered the

papers to Mr. McNamee, who then left still muttering personal remarks about me.

Directly he had taken his departure, the bystanders (one of whom, Mr. Williams, volunteered to assist me with his evidence) informed me that the man, whom I never before had seen, was a notorious character, and well-known as a riotous person.

Taking this into consideration together with the insult offered to Her Majesty's uniform and the evident tendency toward a breach of the peace, I made a deposition to Mr. Maguire, the Police Magistrate, who led me to suppose that the case would be summarily dealt with.

Instead of which, it is my impression, that no notice has been taken of it, and moreover, I received a message this day (30th ult.) through my servant, to attend at the Court House between the hours of nine and ten A.M.

This I complied with, but Mr. Maguire not appearing to know the reason of my coming, I spoke to him, and then learnt that he had issued a warrant to McNamee for my appearance.

As this was a blank summons, only describing "a man," I of course, could not recognize this as meant for myself.

After waiting for some time, unattended to by Mr. Maguire, I informed him that it was nearly 10 o'clock, and I had Military duties to perform, the more especially as I was only requested to attend between the hours of 9 and 10 o'clock.

He then asked me to sign a bond to appear To-morrow, but I informed him I could not do so before seeing my Commanding Officer.

I therefore take the liberty of placing the matter entirely in your hands, requesting that you will obtain for me the redress I so naturally expect for such a wanton and unprovoked outrage; the more so, as there appears no disposition on the part of Mr. Maguire to afford it to me without your interposition.

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

(Signed,) G. DE LE POER BERESFORD,
Captain, 16th Regiment.

Lieut. Colonel COCKELL,
Commanding 16th Regiment.

SECRETARY'S OFFICE,
Quebec, 1st June, 1855.

Sir,—I have received His Excellency the Governor General's commands to enclose to you herein, a copy of a complaint against you, preferred by Captain Beresford, of the 16th Regiment, and to request you to furnish a complete explanation in writing, annexing thereto all the documents.

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

(Signed,) GEO. ET. CARTIER,
Secretary.

JOHN MAGUIRE, Esquire,
Inspector and Superintendent of Police,
Quebec.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE.

Quebec, 1st June, 1855.

Sir,—Having taken communication of Captain Beresford's letter of the 30th ultimo, in compliance with the request of His Excellency the Governor General; I have the honor to submit the following statement in answer thereto:—

On Monday, the 28th ultimo, between the hours of twelve and one o'clock, Captain Beresford, of the 16th Regiment of Foot, now in garrison in this City, called on me at the Police Office, accompanied by another gentleman, to prefer a complaint against one McNamee for having pushed and used offensive language to him in the Post Office that morning. Captain Beresford and Mr. Eckhart, who accompanied him, having taken seats in the back office we talked over the matter of the complaint, and concluded that McNamee should be held to bail for his good conduct.

Captain Beresford made his depositions, and a warrant was thereupon issued against McNamee, and placed in the hands of the police for his apprehension, and the next day McNamee was brought up, and entered into the usual bond with sureties.

On the 29th, McNamee went to Mr. Bender, Deputy Clerk of the Peace, employed in the front office, and there made his complaint as contained in his deposition of that date, against *a man to be pointed out*. The deposition of McNamee thus taken, with a warrant corresponding thereto, filled up by Mr. Bender, was handed to me.

Having sworn the complainant to his deposition, I signed the warrant and handed it to Constable Murphy, who was then present for execution.

On the 30th Captain Beresford entered the Court Room, about 10 o'clock in the forenoon, while I was on the Bench holding the Court.

Seeing Captain Beresford I beckoned to him to come forward to speak to me, he did so, and said that he had been requested to come to the Police Office at ten o'clock. It then struck me, for the first time, that Captain Beresford was the party referred to by McNamee as "*the man to be pointed out*." I called over the Constable and asked him for the warrant which I handed to Captain Beresford, that he might see the style in which it was made out, and thereby understand why I had not communicated to him the complaint of McNamee in another form which, having been introduced to Captain Beresford on the 28th by Mr. Eckhart, I certainly would have done had I known that he was the party complained of.

On my handing the warrant to Captain Beresford, I asked him to step into the back office, and that I would join him in a few minutes, as I wanted to speak with him. He went into the back office, but came out again almost immediately, saying that he had to attend to some duty. I observed that my object in asking him to remain until I could leave the Bench, was, that I wished to explain the matter to him out of courtesy to himself. Captain Beresford appeared irritated, and said he could not wait. I then said to him, "well, you can sign the bond to appear to-morrow, at ten o'clock, to answer the complaint." He replied, "I shall sign no bond until I see Colonel Cockell," and then walked out of the Court. I have not seen Captain Beresford since. On enquiry I do not find that the Constable has been guilty of any impropriety to Captain Beresford. He states that on the 29th, he called at Captain Beresford's quarters, and not finding him, requested his servant to ask him to call down at the Police Office the following morning.

As the enclosed documents are original papers of record, I beg to request His Excellency will be pleased to direct that they be returned.

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

J. MAGUIRE, I. & S.P.

The Honorable GEO. E. CARTIER,
Secretary.

SECRETARY'S OFFICE,
Quebec, 4th June, 1855.

Sir,—I have the honor to return enclosed, the documents transmitted with your letter of the 1st June, in explanation of the complaints made against you by Captain Beresford, 16th Regiment, and am commanded by the Governor General to inform you, that the explanation therein made, is entirely satisfactory to His Excellency.

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

(Signed,) E. PARENT,
Assistant Secretary.

JOHN MAGUIRE, Esquire,
I. & S. Police, Quebec.

PROVINCE OF CANADA.

To His Excellency Sir EDMUND WALKER HEAD, Baronet, Governor General of British North America, and Captain General and Governor in Chief in and over the Province of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c., &c.

The Petition of JOHN McNULTY, of the City of Quebec ;

HUMBLY SHEWETH,

That Your Petitioner has served for upwards of twelve years in the Police Force in the City of Quebec, and for a great part of that time has been employed as a Police Constable, under the immediate control of the Inspector and Superintendent of Police, and attached to his Office.

That during the aforesaid period Your Petitioner filled his said situation and conducted himself to the satisfaction of the several Magistrates who have successively discharged the duties of Inspector of Police at Quebec, as may be seen by the testimonials herewith respectfully submitted.

That on the thirty-first day of August now last past, without previous warning, without possible cause, and without having assigned his reason therefor, John Maguire, Esquire, the present Inspector and Superintendent of Police at Quebec,

discharged Your Petitioner from his said office, and thereby deprived him of a situation upon which he was entirely dependent as a means of livelihood.

Wherefore Your Petitioner humbly prays that Your Excellency may direct an inquiry in the premises and order his restitution to office, or grant him such other relief as Your Excellency may deem meet.

And Your Petitioner will ever pray.

J. McNULTY.

Quebec, 29th September, 1855.

WE, the undersigned, do hereby certify that we have known John McNulty, as a Police Constable for some years past, and we further certify that he has been sober and diligent in the performance of his duties.

QUEBEC, 27th December, 1855.

J. C. Aylwin,
 Jos. Morrin,
 G. C. Stuart,
 Hamby F. Cairns,
 W. Power,
 Patrick Lawler,
 A. B. Sirois,
 Jos. Painchaud, M.D.
 H. LeMesurier, N., J.P.
 John Doran, J.P.
 Louis Panet,
 N. F. Belleau,
 F. J. Parent,
 L. Bardy,
 J. Green, J.P.
 H. Black,
 George Hall,
 H. LeMesurier,
 J. G. Irvine, J.P.
 L. Massue,
 H. Gowen, J.P.

C. H. Panet,
 C. Alleyn,
 A. Joseph,
 F. H. Paradis, J.P.
 N. Casault,
 F. Real Angers,
 E. Dugal, J.P.
 E. A. Doucet,
 D. Maguire, J.P.
 J. G. Olapham, J.P.
 F. Buteau, J.P.
 Archibald Campbell,
 William Gunn,
 R. H. Russell, J.P.
 Paul Lepper, J.P.
 James McKenzie, J.P.
 R. G. Belleau, J.P.
 F. O. Gauthier,
 J. Thomas Taschereau,
 J. O'Farrell.

QUEBEC, 28th September, 1855.

I certify, that John McNulty has been employed in the Police since 1838. While under my command, his conduct was good in every respect. I have been in the habit of seeing him daily in attendance at the Police Office, and feel pleasure in being able to state, that he is a sober, steady, well-conducted man, and well-acquainted with the duties of a Police Constable.

R. H. RUSSELL,
 Chief of Police.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE.

Quebec, 1st October, 1855.

Sir,—I beg to acknowledge receipt of the accompanying Petition of John McNulty, complaining of his discharge by me, on the 31st August last, and have the honor to state, that I am allowed by Government two Constables, whose duties are to keep order in the Police Court (which is held daily), carry letters and communications, conduct persons to me who wish to see me, and to execute my orders generally.

The Petitioner was one of such Constables up to the 31st August, when, as he states, I discharged him from my employ. This I had intended to do a long time previously, and had informed him in the course of last winter, that I would discharge him on the first of May; but owing to my inability to procure the services of a competent and properly conducted Officer to take Petitioner's place for three shillings per day—the pay then allowed by Government—I was obliged to suffer him to remain.

The daily pay allowed for the two Constables under my control having been increased from three to five shillings in August, I was enabled to employ a Constable in Petitioner's room, and release him from an office under my control, in which I could not have continued him with advantage to the public service.

Being responsible for the conduct of the two Constables under my control, and claiming the right to judge of their conduct and fitness for their duties, I do not know that I ought, unless indeed His Excellency wishes me to do so, to go into the particulars of the conduct on the part of the Petitioner, by which I have been induced to discharge him.

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

J. MAGUIRE,
Inspector and Superintendent of Police.

SECRETARY'S OFFICE,
Quebec, 6th October, 1855.

Sir,—Referring to your letter of the 1st instant, in answer to the Petition of John McNulty, I have it in command of His Excellency the Governor General, to request, that you will furnish me for His Excellency's information, with the particulars of the conduct on the part of the Petitioner by which you have been induced to discharge him.

I have, &c.,

(Signed,) GEO. ET. CARTIER.

J. MAGUIRE, Esquire,
Inspector and Superintendent of Police,
Quebec.

OFFICE OF THE INSPECTOR AND SUPERINTENDENT OF POLICE,
Quebec, 10th October, 1855.

Sir.—As requested in your letter of the 6th instant, I have the honor to furnish you, for the information of His Excellency the Governor General, with my reasons for discharging Petitioner, John McNulty, a Constable late under my control; also with some of the instances of his misconduct.

My reasons were, 1st. That Petitioner was incompetent, if otherwise without fault, to discharge his duties in a manner satisfactory to me. 2nd. That he was remiss and negligent in his attendance to discharge his duties. 3rd. That he was disrespectful to me. 4th. That he had confederated with other persons to bring my authority into disrepute; and 5th. That I could repose no confidence in him whatever.

Some months after my acceptance of the Office which I now hold, Mr. Charles Secretan, a Member of the Quebec Bar, began to conduct himself towards me as he had done when Mr. Justice McCord held the Office of Police Magistrate at Quebec, by getting up Petitions of complaint, signed or purporting to be signed, by various individuals, I was told that Mr. Secretan received assistance in his labors from the Police Office, and was informed by an anonymous correspondent (see enclosure No. 1,) of the part that Petitioner was taking as the confederate of Mr. Secretan. I showed this communication to Mr. Solicitor General Ross at the time that I received it, but without attaching any greater importance to it than anonymous communications merit. However from my own personal observations of Petitioner's subsequent conduct, I felt satisfied that he was acting the part attributed to him, and it will be seen that I was not in error, by reference to the affidavit of John Donnelly, (enclosure No. 2,) in which he states that he had been requested by John McNulty and a Member of the Bar, (Mr. Secretan,) to complain to His Excellency the Governor General of my judicial conduct; and that notwithstanding his refusal to do so, a Petition, bearing his name, which will be found on pages 19, 20, & 21, of enclosed "Return to an Address, with copies of Complaints" against me, was subsequently presented without the knowledge or consent of the said John Donnelly, and that his name subscribed thereto is a forgery.

In the month of July last, in the case of McNamee against Captain Beresford for assault, which has occupied the attention of His Excellency, the conduct of McNulty was most reprehensible. He was present with McNamee when he made his complaint, knew then that the party complained of was an officer in the 16th Regiment, and willfully concealing the knowledge of that fact from me, allowed the complaint and warrant to be made out in a manner offensive to the defendant, by styling him "a man whose name complainant did not know, but whom he could point out."

The Government has, up to the present year inclusive, authorized me to get clothing for the two constables under my control. During the present summer, Petitioner went to Mr. Edward Duggan, Merchant Tailor, and got his coat on my account as Inspector and Superintendent of Police, without my knowledge or authority. He also applied to Mr. John Leonard, for boots, without my authority or knowledge, which were refused him.

The Petitioner is a Bailiff as well as a Constable, and in the former capacity employed as much of his time as suited him, and conducted himself in a manner independent of me. On various occasions, letters given to him miscarried, and eventually I could not, with confidence, that it would reach its destination, give him a letter to carry. At length I discontinued finding fault with him, his answers were so disagreeable and provoking. My reason for not discharging him sooner is given in my former letter.

Having given some of the instances of Petitioner's misconduct, I may remark in reference to the certificate accompanying his Petition, that it is a fresh instance of his bad faith. I enclose Mr. Justice Aylwin's letter on the subject of his signature. The Honorable Henry Black, whose signature is also subscribed to Petitioner's certificate, has never, to my knowledge, honored the rooms of the Police Office with his presence during the time that I have been connected with the department, and could not have had a better opportunity of judging of the Petitioner's conduct than Mr. Justice Aylwin, residing in the City of Montreal. I have been told by a number of the signers, who have expressed their surprise at the use made of their signatures, that they signed his certificate on his own statement that he was looking for a situation which he expected to get.

Referring to my letter of the 1st instant,

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

J. MAGUIRE,
Inspector and Superintendent of Police.

The Honorable GEO. ET. CARTIER,
Provincial Secretary.

QUEBEC, 30th March, 1853.

I hasten to inform you of some little notes that one of your constables are send to Mr. Secretan, making remarks on how you give your charge to the prisoner. I have been in Mr. Secretan's office on two occasions as he ran in, the second time he did not remark me till Mr. Secretan made a remark by sign, then walked into another room from me, then you got a great hearing, I heard the word plainly said, that you should be soon removed from that office; the man's name is McNulty that handed him the note, and I think not worthy of his situation. I should tell my name, but I am hindered of the Lawyer, if I done so, he would be down on me.

JOHN DONNELLY of the City of Quebec, residing in house number two, St. Ann Street, in the City of Quebec, and Bread-driver, deposeth and saith, that he, the said John Donnelly, has resided for upwards of three years in the said house.

That in the month of January, eighteen hundred and fifty-three, deponent was brought on complaint of John Young, Esquire, before John Maguire, Esquire, Inspector and Superintendent of Police, who, after hearing the evidence given by Mr. Young, fined deponent in the sum of five shillings and costs, taxed at ten shillings, making a total of fifteen shillings.

That sometime afterwards deponent was requested by a Member of the Quebec Bar and by John McNulty, a Constable in the Police Office, to petition the Governor General complaining of the Inspector and Superintendent of Police, on account of the said trial and penalty, but that deponent refused to do so.

That deponent has taken communication of a petition signed John Donnelly, dated 3rd Feb'y, 1853, contained in a pamphlet published last winter by order of the House of Assembly, intituled, "Return to an Address with copies of complaints made against Mr. Maguire, Inspector and Superintendent of Police of Quebec," and saith:

That the said petition, bearing deponent's signature, was never signed by deponent, and that deponent never authorized any one to sign the same for him; and that the first knowledge deponent acquired that such a petition was in existence was when he saw it in print in the course of last winter, and his said signature must have been unlawfully and fraudulently forged to the said petition for the purpose of injuring the said John Maguire, and deponent hath signed,

JOHN DONNELLY.

Sworn to at Quebec,
this 3rd day of October, 1855.

R. G. BELLEAU, J.P.

WEDNESDAY MORNING.

My dear Sir,—In signing a Certificate in favor of McNulty, I had not the most remote idea of his employing it in the manner in which he has done. The knowledge of him which I had was derived from my seeing him daily in the discharge of his duty, and I thought that I could not deny him a Certificate of good character, for his behaviour was always correct. I am quite persuaded that in dismissing him you must have had solid reasons, and I do not believe that any gentleman who signed his Certificate could have intended to question the propriety of the course which you pursued. Most certainly for myself I utterly disclaim having had any such intention.

Very truly yours,

T. C. AYLWIN.

JOHN MAGUIRE, Esquire.

16, D'ARTIGNY STREET,
Quebec, 19th December, 1855.

Sir,—On the 27th September last I took the liberty of addressing to His Excellency the Governor General, an humble Petition complaining of my dismissal by Mr. Maguire, the Inspector and Superintendent of Police for the City of Quebec, without cause, from the situation held by me, for many years past in the Police Office of this City.

This Petition was accompanied by Certificates of good character and conduct from, amongst others, The Honorable Henry Black, Q.O.D.E.L., Judge of the Admiralty; The Honorable T. C. Aylwin, one of the Justices of Her Majesty's Court of Queen's Bench; Messrs. O'Kill Stuart, Q. C., Gauthier and Taschereau, three of the present Assistant Judges of the Superior Court; The Honorable Louis Panet, and R. G. Belleau, two Members of the Legislative Council of Canada; from several Members of the Legislature and of the Quebec Bar, and from gentlemen having the best opportunities of knowing how I ever discharged my duties whilst in the Police Office, viz.:—William Power, Esq., Circuit Judge and Chairman of the Court of Quarter Sessions; several of the oldest and most respectable Magistrates of this District, such as Dr. Morrin, the Mayor of Quebec; Dr. Painchaud, the Dean of the Medical Faculty; The Honorable Louis Massue, Henry LeMesurier, senior, Hammond Gowan, F. I. Parent, J. G. Clapham, F. X. Paradis, James McKenzie, F. Buteau, Esquires, and from Messrs. Green and Doucet,

the Clerks of the Crown and of the Peace, and Mr. Russell, the Chief of Police, under whose immediate inspection my duties were always performed.

Upwards of two months and a half having now expired since I transmitted my Petition to you and not having received any reply thereto, might I respectfully beg of you the favor of its consideration, at your earliest convenience, as I have a large family dependent upon me for their support, and Mr. Maguire's treatment to me has inflicted upon me an injury which may ruin me for life.

I have the honor to be,

Sir, with respect,

Your most obedient humble Servant,

JOHN McNULTY.

The Honorable G. E. CARTIER,
Secretary of the Province of Canada.

SECRETARY'S OFFICE,

Toronto, 29th December, 1855.

Sir,—I have it in command from His Excellency the Governor General to state, that His Excellency having referred to the Inspector and Superintendent of Police, Quebec, your Petition, complaining of your dismissal as Police Constable, finds the explanation given by that Officer quite satisfactory, and does not consider it expedient to interfere any further in your case.

I am,

Your obedient Servant,

G. E. CARTIER,

Secretary.

Mr. JOHN McNULTY,
16, D'Artigny Street, Quebec.

16, D'ARTIGNY STREET,

Quebec, 4th January, 1856.

Sir,—I had the honor to receive your letter of the 29th ultimo, last evening, informing me that His Excellency the Governor General "having referred to the "Inspector and Superintendent of Police, of Quebec," my "petition, complaining of my dismissal as Police Constable, finds the explanation given by that "Officer quite satisfactory."

As I feel perfectly confident of having always properly and honestly discharged my duties whilst in that Department, and of the impossibility of there being any just or true grounds of complaint against me, such as to justify my dismissal therefrom, I have respectfully to request that you will do me the favor of submitting to His Excellency my humble prayer, that His Excellency will be pleased to sanction my being furnished with a copy of the report of the Inspector and Superintendent of Police upon my complaint.

I have the honor to be, Sir,

Your most obedient, humble Servant,

JOHN McNULTY.

Honorable G. E. CARTIER, Secretary,
Toronto.

SECRETARY'S OFFICE,

Toronto, 16th January, 1856.

Sir,—I have it in command from His Excellency the Governor General to state, in reply to your letter of the 14th instant, that His Excellency does not consider it advisable, as it could not lead to any useful end, to communicate to you the report of Mr. Maguire on your complaint against him for dismissal as Police Constable.

The two Constables allowed to the Inspector and Superintendent of Police are placed under him in a confidential position, and are therefore subject to be discharged by him whenever he has ceased to entertain towards them that confidence, upon the continuance of which their tenure of office must properly be made to depend.

I am,

Your obedient Servant,

G. E. CARTIER,

Secretary.

Mr. JOHN McNULTY,
16 D'Artigny Street, Quebec.

To His Excellency Sir EDMUND WALKER HEAD, Baronet, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c., &c.

The Petition of William Falconbridge, of the City of Quebec ;

HUMBLY SHEWETH,

That Your Excellency's Petitioner has served for upwards of seventeen years in the Police Force in the Cities of Quebec and Montreal, and for a great part of that time has been employed as a Police Constable under the immediate control of the Inspector and Superintendent of Police, in Quebec, and attached to his Office.

That during the aforesaid period Your Petitioner filled his said situation to the satisfaction, and gained the approval of the several Magistrates who have successively discharged the duties of Inspector of Police at Quebec, as is evidenced by the testimonials herewith respectfully submitted.

That in his capacity of Police Constable, Your Petitioner's services were principally engaged in the detection of crime, and in assisting the Police Magistrate in preventing and quelling riots, and in all cases of emergency, and so great was the confidence he seems to have secured by the manner in which he performed this portion of his duties, that on the commission of any offence of magnitude within the District, Your Petitioner was specially charged with the discovery of the guilty party, and the means to bring him to justice, and on several occasions, has been deputed to act in a similar way in other Districts in Lower Canada, and has brought from the United States there arrested for felonies committed in this Province.

That having been directed by the Crown Officers in the course of last winter, to arrest and escort from Philadelphia, in the United States, one Augustin Basty,

accused of forgery committed in Canada, Your Petitioner, in consequence of being alone entrusted with the duty, suffered much fatigue and hardship in travelling night and day at an inclement season, and contracted disease, with which he has been since afflicted, and from the effects of which he still suffers, as is testified by the Medical Gentlemen who have granted the certificate also annexed.

That on account of the illness so contracted in the discharge of his duties, Your Petitioner was prevented from attending at the said Police Office at Quebec, for some months, and during such illness was superseded in his Office by another person appointed by John Maguire, Esquire, Inspector and Superintendent of Police, as appears by his letter dated the 29th ultimo, also herewith respectfully submitted.

That Your Petitioner has been thus deprived of his situation and of the means of support, at a time when his necessities are most pressing, and has been summarily discharged from his Office, not for any fault which can be imputed to him, but solely because of his sickness aforesaid, brought on in the public service.

Wherefore Your Excellency's Petitioner humbly prays Your Excellency to order an inquiry in the premises, and afford him such relief as you may deem meet.

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

W. FALCONBRIDGE.

Quebec, September, 1855.

WE, the undersigned, willingly bear testimony to the truth of the facts set forth in the foregoing Petition. We have always considered the Petitioner an able, assiduous, and most deserving public officer, and we are confident that his absence from his duties, will be deemed a great loss to the public.

We respectfully recommend the prayer of his Petition to the favorable consideration of His Excellency.

Hamby F. Cairns,
J. Wear,
F. Bender,
F. J. Panet,
S. Lelievre,
A. Casault, M.P.P.,
N. F. Belleau,
James Oliva,
Edward Jones,
Thomas Patton,
W. Downes, H.C.,
J. P. Rheauime,
F. W. G. Austin,
G. Talbot,
F. C. Vannovous,
W. Sewell,
T. Fournier,
Ph. J. Jolicau,
L. J. Aug. Bernier,
C. Drolet,
U. J. Tessier,
S. L. C. Fiset.

A. L. Gravely,
P. M. Bardy, J.P.,
John O'Farrell, M.P.P.
John B. Parkin,
Robert Buchanan, J.P.,
Archibald Campbell, junior,
George Irvine,
C. Alleyn, M.P.P.,
R. H. Russell, J.P.,
F. O. Gauthier,
A. Plamondon,
J. Dunbar,
Robert LeMoine,
C. Delagrave,
James Malouin,
R. C. Chambers,
J. B. Landry,
J. Laughton,
H. L. Anderson,
W. C. Duggan,
F. X. Langevin,

WE, the undersigned, do hereby certify that William Falconbridge, heretofore employed as a Policeman by the Inspector or Superintendent of Police, having made a journey to the United States for the purpose of apprehending a man of the name of Basty in December last, having left a railroad train in a state of violent perspiration, and continuing his journey in an open vehicle, the weather being intensely cold, contracted in consequence the disease which has rendered him unable to fulfil his duties up to the present.

The disease under which he labors is a sort of paralysis called "paraplique."

P. M. BARDY, M.D.

J. Y. NAULT, M.D.

Quebec, 6th September, 1856.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE,

Quebec, 29th August, 1855.

Sir,—In answer to your letter of the 28th instant, stating that you have not received any pay for the months of June and July last, I beg to say, that owing to your protracted illness, on the 10th of June I engaged Constable Neilan to discharge the duties formerly performed by you.

From the date of Constable Neilan's engagement, your pay necessarily ceased. Up to that date, I sent you your pay by Constables McNulty and Neilan, and you have since admitted to me that you have received your pay up to the 10th of June last.

I have the honor to be, Sir,

Your most obedient Servant,

J. MAGUIRE,

Inspector and Superintendent of Police.

Mr. WILLIAM FALCONBRIDGE,
&c., &c., &c.

Mr. William Falconbridge served under my control, as Police Constable, from the 7th of June, 1852, until some time in the month of March last, when he was attacked with Paralysis.

Mr. Falconbridge discharged his duties in a manner entirely satisfactory to me, and his intelligence and education were such as to qualify him for a better office.

J. MAGUIRE,

Inspector and Superintendent of Police.

QUEBEC, September, 1855.

QUEBEC, 22nd September, 1855.

Mr. William Falconbridge joined the Quebec Police on 1st September, 1840. He was promoted to the situation of a chief Constable by Commissioner William F. Coffin, Esquire. The Quebec Police were then under my command as Inspector of Police. Since that period Mr. Falconbridge has been employed in the Police. His conduct has been good in every respect, and I can with pleasure and confidence state that he has always been a most efficient officer.

R. H. RUSSELL,
Chief Constable of Police.

AYLMER, 6th September, 1855.

Dear Sir,—In accordance with your request, dated 21st August last, I have much pleasure in testifying to your zeal, ability, and good conduct while under orders as Inspector and Superintendent of Police in the City of Quebec, and without your voluntary and unpaid assistance, I could not have kept copies of the correspondence necessary for the duties of the office, and in consequence I would strongly recommend you to the consideration of His Excellency the Governor General in Council.

Yours, &c.,

W. F. McCORD.

Mr. W. FALCONBRIDGE.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE,
Quebec, 1st October, 1855.

Sir,—I beg to acknowledge the receipt by me on Saturday of the enclosed Petition of Mr. William Falconbridge, Police Constable, late in my employ, and have the honor to state in relation thereto:—

The Petitioner, who had been in the employ of my predecessor, as one of the two Constables allowed to the Inspector and Superintendent of Police, was, on my appointment, continued by me in his office; and I admit that I have not had any reason to regret my retaining Petitioner therein.

On account of his general good conduct and intelligence, I frequently permitted him, much to my own inconvenience, to be employed in distant and other services, by which he was enabled to benefit himself considerably, without making any deduction from his daily pay; and I regret sincerely his present affliction, on account of himself and family, but it is not in my power to better his condition, and I am very sorry to see that he has permitted the writer of his Petition to make him say that he was summarily discharged from his office. His medical certificate, and other papers accompanying his Petition, produced by himself, establish the contrary. He felt ill in March. I kept his place vacant until the 10th June, and in the interim I had his pay sent to him. I called twice to see him at his house; and I venture to state, that during a period of three years he served under my control, he cannot cite a word or an act on my part of which he could complain.

It is my duty to the Government, to myself, and the public, to see that the pay allowed for the Constables under my control shall be employed for the efficient

performance of their duties; and I have now two Police Constables, with whose conduct I have every reason, so far, to be well pleased.

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

J. MAGUIRE,
Inspector and Superintendent of Police.

The Honorable G. E. CARTIER,
Provincial Secretary.

(Copy.)

To His Excellency Sir EDMUND WALKER HEAD, Baronet, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c., &c.

The Memorial of ROBERT HENRY RUSSELL, of the City of Quebec, Esquire, Physician and Surgeon, Member of the Royal College of Surgeons of London, Graduate of the Royal College of Physicians of the University of Edinburgh, one of the Governors of the College of Physicians and Surgeons of Canada East, and one of the Justices of the Peace for the District of Quebec,

RESPECTFULLY SHEWETH,

That Your Memorialist has for several years past, been, and acted as one of the Justices of Our Sovereign Lady the Queen, assigned to keep the Peace, within the District of Quebec.

That in the discharge of his official duty as such Justice of the Peace, Your Memorialist has on several occasions, and without any provocation on the part of Your Memorialist, been most grossly insulted even while administering justice on the Bench, by John Maguire, Esquire, the Inspector and Superintendent of Police, at the said City of Quebec, the details whereof are of record in the proceedings of the Committee appointed by the House of Assembly of this Province, to enquire into the conduct of the said John Maguire, in his quality aforesaid, in consequence of numerous Petitions presented to them on the part of divers persons, complaining of the acts and deportment of the said John Maguire.

That Your Memorialist was called upon in the discharge of his said official duty, to commit for further examination a person charged with felony, there not being at that time sufficient evidence adduced on the part of the Crown to justify her final commitment, and the circumstance of the case being such as not to justify Your Memorialist in discharging the Prisoner. Your Memorialist being seized of the case, it became his duty to attend thereto, inasmuch as by law no other Magistrate could interfere with the same.

That the time for which the prisoner had been confined for such further examination having expired, and it being necessary that the said prisoner should either be recommended therefor or restored to liberty, the note herewith annexed was, by order of the Clerks of the Peace, addressed to Your Memorialist, requesting

his presence at their Office for that purpose; and in accordance thereto, Your Memorialist proceeded to the said Office, and having signed the usual order to bring up the prisoner, prepared by one of the Clerks of the Office, who presented the same to Michael Foy, one of the Constables of Police, then standing in the Office, and apparently unemployed, with the request to go for the said prisoner immediately, inasmuch as Your Memorialist was somewhat pressed for time. Foy, when receiving the paper, said he would go to Mr. Maguire and ask him if he, Mr. Maguire, would allow him to go; he did so, and in a few moments returned with the order in his hand, stating that Mr. Maguire would not allow him to go.

Your Memorialist, thereupon, took the order and required the other Constable of Police named George Neilan to proceed therewith to the Gaol. Neilan took the order, likewise observing that he would ask Mr. Maguire if he, Mr. Maguire, would allow him to go, and having gone into Mr. Maguire's Office he returned almost immediately, and stated that Mr. Maguire ordered him not to go. There were no other Policemen or Constables in the Office at the time. Your Memorialist then went into Mr. Maguire's Office where Foy had returned and handed the order to Foy, directing him to proceed to the Gaol, to which Foy replied that he would do no such thing. Mr. Maguire, who was then present, thereupon ordered Your Memorialist out of the room, in an offensive, violent, and insulting manner, at the same time approaching him in a threatening attitude, and commanding Foy to turn him out.

That the said John Maguire, Esquire, in inviting the two said Constables Foy and Neilan to disobey the orders of Your Memorialist, has been guilty of a gross dereliction of his duty, tending to impede the administration of justice and to the encouragement of insubordination on the part of the Police Constables, and of contempt of the law of the land.

Thereupon Your Memorialist in complaining of the conduct of the said John Maguire in the present instance, and of his behaviour in the said Office generally, respectfully prays that Your Excellency will be pleased to take the same into Your consideration, and to afford Your Memorialist such redress as Your Excellency may deem him entitled to.

And Your Memorialist, as in duty bound, will ever pray.

(Signed,) R. H. RUSSELL, M.D.

Quebec, 18th December, 1855.

OFFICE OF THE PEACE,

Quebec, 17th December, 1855.

Dr. R. H. Russell will please call in the course of the afternoon at the Office of the Peace, to discharge a prisoner committed by him in October last.

(Signed,) E. GLACKMEYER,
Clerk.

R. H. RUSSELL, Esquire, J.P.

SECRETARY'S OFFICE, Toronto, 29th December, 1855.

Sir,—I have the honor to enclose to you herewith, a copy of a complaint preferred against you by Dr. R. H. Russell, of Quebec, dated 18th instant, in your capacity of Inspector and Superintendent of Police, and to request from you such explanations or remarks on the same as you may desire to offer for the information and consideration of His Excellency the Governor General.

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

GEO. ET. CARTIER
Secretary.

J. MAGUIRE, Esquire,
Inspector and Superintendent of Police,
Quebec.

QUEBEC, 27th December, 1855.

Sir,—I have to complain to you, for the consideration of His Excellency the Governor General, that having this morning taken my seat upon the Magistrates' Bench, in the Police Office, and being then and there, in the performance of my duty as one of Her Majesty's Justices of the Peace for this District, I was again grossly insulted publicly by Mr. Maguire, the Inspector and Superintendent of Police for this City, who, in the presence of the Officers of the Department and of a large assemblage of persons, came up to my seat and in a loud and menacing tone of voice ordered me to get off the Bench, repeating the words "get off that Bench" several times, and commanding the Clerk of the Peace not to call the cases before me; he then left the Court and returned after an interval of a few moments still more excited than the first time, and renewed his offensive conduct.

It may be proper for me here to state, that irrespective of the right I claim in conjunction with every other Magistrate of this District, to take my seat upon that Bench whenever the same may be unoccupied; I was as you will see by the notice I enclose, duly summoned to be present there this day to attend to the business of the office, this being my week. Mr. Maguire was not present, when, at the repeated solicitations of a Member of the Bar, who was waiting and whose cases had been fixed for ten o'clock, I first took my seat at about half-past ten, and he only came in evidently for the sole purpose of thus publicly insulting me and enacting one of those scandalous scenes so derogatory to the Administration of Justice, which he appears to delight in.

Since I left the Bench, Mr. Maguire has not, up to this hour, half-past one, p.m., occupied the seat upon the Bench from which he attempted to eject me. Mr. Bardy having been since engaged in the disposal of a case taken up by him after I left, and in Mr. Maguire's presence, without any interference on the part of the latter, which I submit clearly establishes his *animus* in this matter.

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

(Signed,) R. H. RUSSELL, J.P.

OFFICE OF THE CLERK OF THE PEACE,

Quebec, Saturday, 22nd December, 1855.

Sir,—We beg hereby to notify you, that in conformity with the 24th sec. of the Act 34 Geo. 3, cap. 6, your turn of duty as Sitting Magistrate for the ensuing week, conjointly with Angus McDonald, Esquire, J.P., commences on Monday the twenty-fourth, and finishes on Saturday next, the twenty-ninth, both days inclusive, during which period your punctual daily attendance is requested.

Should circumstances prevent your attendance, we beg of you to procure another Magistrate in your stead.

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

GREEN & DOUCET, C.P.

SECRETARY'S OFFICE,

Toronto, 3rd January, 1856.

Sir,—I have the honor to enclose to you herewith a further complaint preferred against you by Dr. R. H. Russell, of Quebec, in your capacity of Inspector and Superintendent of Police, and to request from you such explanations or remarks as you may consider necessary in relation to this complaint, for the information of His Excellency the Governor General.

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

GEO. ET. CARTIER,
Secretary.

J. MAGUIRE, Esquire,
Inspector and Superintendent of Police,
Quebec.

SECRETARY'S OFFICE,

Toronto, 3rd January, 1856.

Sir,—I have the honor to inform you that the two complaints recently preferred by you against the Inspector and Superintendent of Police, at Quebec, are communicated to that Officer, with the request that he will furnish such explanations and remarks as he may consider necessary in the matter, for the information of His Excellency the Governor General.

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

GEO. ET. CARTIER,
Secretary.

R. H. RUSSELL, Esquire, M.D.,
Quebec.

OFFICE OF THE INSPECTOR AND SUPERINTENDENT OF POLICE.

Quebec, 7th January, 1856.

Sir,—I have had the honor to receive copy of the Memorial of Dr. Robert Henry Russell, addressed to His Excellency the Governor General, together with your letter requesting from me such explanations and remarks on the same as I might desire to make for the information and consideration of His Excellency.

I have the honor to state in reply that on the 17th ultimo, Dr. Russell came to the Police Office in this City, in the afternoon, and having ordered one of the Clerks to fill up a blank to bring one Anne Coady, wife of William Burke, charged with larceny, from Gaol, ordered the Constables on duty in the Police Court to go for the prisoner. They came to me and asked me if they might go, and I told them that they could not absent themselves. Dr. Russell then came to my private room, where I was occupied with one of these two Constables,—pushed in the door violently, saying, “I command you, Sir, to go with this order,” holding a paper in his hand.

I then requested Dr. Russell to leave the room, and seeing that he refused to do so and continued to make a noise, and use abusive language, I rose from my chair and told the Constable to remove him.

Dr. Russell then left the room without the interference of the Constable.

Such incidents are by no means agreeable to me; Dr. Russell who provokes them must, I suppose, be able to enjoy them. If he were not in the Commission of the Peace they would not occur, or being in the Commission of the Peace if he were a peaceable citizen, they would not occur.

Dr. Russell knew perfectly well when he was attempting to exact the services of the two Constables under my control on duty in the Police Court, in preference to that of Constables to whom the charge and conveyance of prisoners properly belonged, that these two Constables could not absent themselves from their duty in the Court without my permission, and that they are constantly employed there during Office hours in maintaining order in Court (an important duty at all times, but more especially so during the too frequent visits of Dr. Russell), in introducing the Citizens to me when calling to see me on business, conveying papers between me and the Clerks of the Peace, and executing such orders and messages as are consequent on the efficient discharge of the duties of the department.

He also knew that the charge and conveyance of prisoners accused of criminal offences belonged to the City Police, under the control of his Father, Mr. Chief Constable Russell, and to Mr. Head Constable Downes, and his Constables. But he wanted to get up a scene, and if he failed in provoking one, he would have felt disappointed.

Dr. Russell says in his memorial, that there was no other Policeman or Constable in the office at the time. This is one of his mistakes, Mr. Head Constable Downes was there.

Dr. Russell says, that being seized of the case, it became his duty to attend thereto, inasmuch as by law, no other Magistrate could interfere with the same. This is something new to me, but coming as does from “a Member of the Royal College of Surgeons of London, a Graduate of the Royal College of Physicians of the University of Edinburgh, &c., it must, I suppose, be admitted into the criminal jurisprudence of Canada, for the future guidance of all Her Majesty’s Justices.

Dr. Russell appends to his memorial, a note signed E. Glackemeyer, Clerk, dated the 17th December, requesting him to call at the Police Office to discharge a prisoner, committed by him in October last. This strange note, he says, was

addressed to him by order of the Clerks of the Peace. It may be so, but it was not written with my knowledge.

As this case of Mrs. Burke's, and some others of recent date, are not bad specimens of the administration of justice by Dr. Russell, and not ill calculated to convey to His Excellency the means of judging of his conduct, deportment, and fitness to discharge the duties of a Justice of the Peace, it may not be improper for me to go somewhat into detail, even at the risk of being tedious.

By reference to the accompanying documents, numbered 1, 2 & 3, it will be seen that on the 2nd October last, Ann Coady was, on the information of one Mary Ann Robertson, committed to the Common Gaol of this district, charged with larceny, until the 8th of the same month, then to be brought up before Dr. Russell, or such other Justice or Justices of the Peace, as might be then present, to be further dealt with according to law. No evidence, other than the original information, was ever adduced in support of the charge of larceny preferred against the prisoner, and she was kept incarcerated from the 2nd October, to the 18th December, when she was discharged by Dr. Russell for want of sufficient proof to commit her for trial.

The accompanying warrant to remand (No. 2), dated the 17th December, will shew that Dr. Russell's object was not to bring the prisoner up to discharge her but to walk her from the Gaol to the Court House and back again, without any other object than to satisfy his own malice or his own ignorance, for on that day he committed her again for further examination to the following day, the 18th. The woman was eventually discharged.

His Excellency will therefore see, that in virtue of Dr. Russell's warrant, the woman, Ann Coady, wife of William Burke, was conveyed to the Common Gaol on the 2nd October last, and there kept imprisoned to the 18th December, being a period of two months and 16 days, for further examinations, and then cast into the streets in winter. The woman may or may not be of indifferent character and friendless, but I have never known any instance of greater oppression under color of lawful authority, than is presented in her case.

I have since given such instructions to the keeper of the Gaol as will prevent the recurrence of a case like that of Mrs. Burke.

An Act passed in the last Session to prevent furious driving on certain highways, imposes a penalty not exceeding five pounds and not less than one pound, on any person who shall ride or drive any horse upon any of the public highways within ten miles of the Cities of Quebec or Montreal, or the Town of Three River, at a rate faster than an ordinary trot.

The practice of racing and driving at a dangerous pace on the highways near Quebec, had become an intolerable nuisance and some serious accidents had occurred. A number of gentlemen residing on the St. Foy Road, near this city, called on me and expressed their desire to have the law carried into effect, and the nuisance abated; one of them preferred an information before me, against one William Kirwin, a carter, who had been guilty of an infraction of the law. I issued a summons for Kirwin who appeared to answer the charge, and the offence being satisfactorily proved, I convicted him and sentenced him to pay a penalty of 50s. and costs. This being the first complaint made before me under a new Act, I took occasion in rendering judgment to say, that the present case would have the effect of giving general publicity to the law, future offenders could not assert ignorance of the provisions of the Statutes and would be more severely dealt with. Afterwards, on the 22nd December, John Kirwin, (brother of the defendant in the former case) and Robert James Hopper, were found engaged in a trotting match on one of the highways near this city.

Robert Henry Russell, Chief Constable of Police, the father of Dr. Russell, preferred informations before me against Kirwin and Hopper, whereupon I sum-

moned them to appear before me, to answer the offence, on the 27th December last, at ten o'clock in the forenoon. Dr. Russell was present in Court, and as soon as the clock struck Ten he walked upon the Bench and placed himself in my chair; I went into the Court Room to hold the Court, and finding Dr. Russell occupying my chair on the Bench I asked him to permit me to take my chair and conduct the business before the Court. He refused to do so, and called out "Is there any Constable there to keep order." I then retired from the Court room, leaving Dr. Russell in possession of my chair on the Bench, rather than create a disturbance with him in the presence of the public. He ordered the cases of *Robert Henry Russell vs. John Kirwin*, and *Robert Henry Russell vs. Robert James Hopper* to be called, and fixed them for trial on the 29th December, at one o'clock in the afternoon. On the 29th, at the hour appointed, he heard the cases, the defendant appearing by Attorney and confessing the offence, and sentenced them to pay 20s. and costs, each. One half of the penalty imposed under the Act is in all cases payable to the Informer.

Thus—to the gross impropriety of conduct of which Dr. Russell was guilty on that occasion to me, is to be added the extraordinary fact that he sat and acted as Judge in these two cases between his father and the defendants. If he had decided in favor of the defendants the father would have been obliged to pay all the costs. By his condemnation of the defendants the father gained one moiety of the penalty.

In the month of March last, a soldier belonging to one of the Regiments quartered in the City, finding a Horse and Cariole in the Street unattended to by any one, went into the Cariole and was driving the horse for the purpose, as one must suppose, of placing him in charge of some person. The Horse belonged to Dr. Russell, who seeing the soldier driving him, immediately attacked and assaulted the soldier. The soldier walked away, and Dr. Russell fancying that he had entered the Guard-house at Hope Gate, went to claim him from the sentry. Dr. Russell attempted to enter the Guard-house, but was prevented by the Sentry. He then went to the Market place, where he found Serjeant Walsh and some other Constables of the City Police. He took them with him to the Guard-house, where the Sentry was still on duty, and ordered the Police to arrest him for refusing to allow him, Dr. Russell, to enter the Guard-house in search of the soldier who had stolen his Horse and Cariole. Serjeant Walsh of course refused to arrest the Sentry, but for doing so received from the enraged Doctor the full measure of his ordinary epithets and abuse. A large crowd of persons collected at the place, and if the Police, on this occasion, had obeyed the orders of Dr. Russell, the consequences must have been serious.

Dr. Russell refers to complaints preferred against me, and to his evidence in relation thereto, given before a Committee. It is true that Dr. Russell and Messieurs Secretan, Cairns, and other worthy associates, got up these complaints, which were presented in the form of Petitions in the Legislative Assembly, by some Members of the House, who had not the advantage of knowing these Gentlemen. The Petitioners were referred at my own request, to a Select Committee, and I cannot for a moment doubt that these complaints have been the means of enabling the Committee to form an accurate estimate of Dr. Russell and his confederates.

I can protect myself against Dr. Russell, but his conduct to the Constables under my control is intolerable. I enclose two letters addressed to me complaining of Dr. Russell's conduct. He makes it a practise to visit the Police Office between noon and one o'clock, when I am generally absent, and he has been heard during such visits speaking of me in the grossest epithets, such as "d——d Scoundrel," &c.

Dr. Russell's appointment to the Magistracy surprised every one in Quebec, and was at the time the theme of conversation throughout the City. His conduct

since then has disappointed no one. If he has been a Justice of the Peace for three or four years as he states in his Memorial, his being so has only proved to the Citizens of Quebec, that it is possible for a man to be a Justice of the Peace without being either a peaceable or a respectable Citizen.

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

(Signed,) J. MAGUIRE,
Inspector and Superintendent of Police.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

QUEBEC, 13th July. 1855.

Sir.—About one o'clock, Dr. Russell came to the Police Office and ordered me to leave my place and go out beyond the railing; I answered him civilly that I was there on duty and in my place, he abused me and called Constables Baker and Courtney of the City Police, and ordered them to put me out.

They both advanced to execute his order. I went out beyond the rails preferring to do so rather than resist or make a row during your absence, I now report to you what occurred and hope that you will protect me against Dr. Russell's violence.

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

(Signed,) GEORGE NEILAN,
Constable.

JOHN MAGUIRE, Esquire,
Inspector and Superintendent of Police,
Quebec.

QUEBEC 27th December, 1855.

Sir,—I beg leave to report to you an occurrence which took place, this day, in the Police Office. I was attending, in my place, to the duties of my office, about one o'clock in the afternoon when R. H. Russell, Esq., J.P. came to Mr. Duchesnay, and asked him to copy a printed form for him. I was standing at the time near the witness-box, when Dr. Russell rose off his chair, in a violent manner, and ordered me to go out of that. I replied, that I was in my place there attending to my duty; he then advanced and sat on the Bench and ordered Sub-Constable Caron, one of the men belonging to the City Police force, to seize me and put me out of the Court. The Policeman advanced but did not take hold of me. Immediately afterward, he ordered the detective, Murphy, to put me out of the Court. Murphy advanced to execute his orders, and addressing himself to me said "go out." I replied, that I was in my proper place, attending to my duty, and I would not go out of the Police Office.

Murphy did not seize me, but stood by my side, Mr. Russell repeatedly called on him to put me out, but he did not interfere with me.

Mr. Russell called me a spy, and that I was spying there.

I answered and said, I was no spy, that my character was well-known by the respectable inhabitants of Quebec.

I trust you will protect me from Mr. Russell's repeated attacks and outrageous conduct in the Police Office whilst in the execution of my duty. I report the circumstance to you, hoping you will report the matter in the proper quarter, and obtain for me redress.

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

(Signed,) GEORGE NEILAN,
Constable.

JOHN MAGUIRE Esquire,
Inspector and Superintendent of Police,
Quebec.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC, } TO all or any of the Constables or other Peace Officers
CITY OF QUEBEC. } in the said District of Quebec, and to the Keeper of
the Common Gaol at the said City of Quebec, in the
said District of Quebec.

Whereas, Ann Coady, wife of William Burke, late of the Parish of Notre Dame de Levy, within the said District, was charged before me, Robert Henry Russell, one of Her Majesty's Justices of the Peace, in and for the said District of Quebec, for that she, the said Ann Coady, on the twenty-third day of September last, at the Parish of Notre Dame de Levy, within the said District, a brown silk bonnet, of the value of ten shillings, a pair of prunella boots, of the value of ten shillings, and a plaid shawl, of the value of five shillings, current money of Canada, of the goods and chattles of Mary Anne Robertson, wife of John Parker Atkinson, feloniously did steal, take, and carry away; and it appears to me to be necessary to remand the said Ann Coady.

These are therefore to command you, the said Constables or Peace Officers, or any of you, in Her Majesty's name, forthwith to convey the said Ann Coady to the Common Gaol, at the said City of Quebec, in the said District, and there to deliver her to the Keeper thereof, together with this Precept:—And I hereby command you, the said Keeper, to receive the said Ann Coady into your custody, in the said Common Gaol, and there safely keep her until the eighteenth day of December instant, when I hereby command you to have her at the Court House, in the said City of Quebec, in the District aforesaid, at ten o'clock in the forenoon of the same day, before me, or before some other Justice or Justices of the Peace, for the said District, as may then be there, to answer further to the said charge, and to be further dealt with according to Law, unless you shall be otherwise ordered in the meantime.

Given under my hand and Seal, this seventeenth day of December, in the year of Our Lord one thousand eight hundred and fifty-five, at the said City of Quebec, in the District aforesaid.

(Signed,) R. H. RUSSELL, J.P. (L. S.)

(A True Copy.)

(Signed,) J. MACLAREN,
Gaoler.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, }
 CITY OF QUEBEC. } TO all or any of the Constables or other Peace Officers in the said District of Quebec, and to the keeper of the Common Gaol at the said City of Quebec, in the said District of Quebec.

Whereas Ann Coady, of the Parish of Notre Dame de Levy, wife of William Burke, within the said District of Quebec, was charged before me, one of Her Majesty's Justices of the Peace, in and for the said District of Quebec, for that she, the said Ann Coady, on the twenty-third day of September last, at the Parish of Notre Dame de Levy, within the said District, feloniously did steal, take, and carry away, one brown silk bonnet, of the value of ten shillings; one pair of prunella boots, of the value of ten shillings; and one plaid shawl, of the value of five shillings, current money of Canada, of the goods, chattels and effects of one Mary Ann Robertson, wife of John Parker Atkinson, and it appears to me to be necessary to remand the said Ann Coady.

These are therefore to command you, the said Constables or Peace Officers, or any of you, in Her Majesty's name, forthwith to convey the said Ann Coady to the Common Gaol, at the said City of Quebec, in the said District, and there to deliver her to the keeper thereof, together with this precept. And I hereby command you, the said keeper, to receive the said Ann Coady into your custody in the said Common Gaol, and there safely keep her until the eighth day of October, instant, when I hereby command you to have her at the Court House in the said City of Quebec, in the District aforesaid, at ten o'clock in the forenoon of the same day, before me, or before some other Justice or Justices of the Peace, for the said District, as may then be there, to answer further to the said charge, and to be further dealt with according to law, unless you shall be otherwise ordered in the mean time.

Given under my hand and seal, this second day of October, in the year of our Lord One thousand eight hundred and fifty-five, at the said City of Quebec, in the District aforesaid.

(Signed,) R. H. RUSSELL, J.P. [L. S.]

(A True Copy.)

(Signed,) J. MACLAREN,
 Gaoler.

OFFICE OF THE PEACE.

PROVINCE OF CANADA }
 DISTRICT OF QUEBEC. } TO the Keeper of the Common Gaol and of the House of Correction of and for the said District:

Send before me the body of Ann Coady, wife of William Burke, now under your custody in the said Gaol, to be examined.

And for so doing this shall be your sufficient warrant.

(Signed,) R. H. RUSSELL.

QUEBEC, this 18th day of December, 1855.

(A True Copy.)

(Signed,) J. MACLAREN,
 Gaoler.

QUEBEC, 9th January, 1856.

Sir,—I have the honor to acknowledge the receipt, this day, of your letter dated the 3rd instant, informing me “that the two complaints recently preferred by me against the Inspector and Superintendent of Police at Quebec, are communicated to that officer, with the request that he will furnish such explanations or remarks as he may consider necessary in the matter, for the information of His Excellency the Governor General,” and to solicit of you the favor of your submitting my respectful request that His Excellency will be pleased to cause my being furnished with a copy of the Report sent, or to be sent to His Excellency by Mr. Maguire, as from my knowledge of the means usually resorted to by the latter, in order to screen himself from charges preferred against him, I feel particularly desirous of being afforded an opportunity, before a decision is pronounced upon my complaint, of laying before His Excellency such explanations, observations, upon Mr. Maguire’s assertions, as may be necessary to elucidate the truth.

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

(Signed,) R. H. RUSSELL, J.P.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

SECRETARY’S OFFICE,
Toronto, 19th January, 1856.

Sir,—His Excellency the Governor General having had under His consideration the answer of the Inspector and Superintendent of Police at Quebec, to the complaints preferred against him in your memorial of the 18th December last, I am directed by His Excellency to call upon you for explanations relative to the complaints made against you by Mr. Maguire, in his reply, to the following effect:—

1st. That on the 2nd of October last, one Ann Coady, wife of William Burke, was under charge of larceny of wearing apparel to the value of 25s., preferred by one Mary Ann Robertson, committed to the Common Gaol at Quebec by you, and was kept incarcerated for further examination under warrants of remand issued by you, until the 18th day of December last, a period of two months and sixteen days, although no evidence, other than the original information, was adduced in support of the said charge, and that the said Ann Coady was then cast into the streets in the middle of winter.

2nd. That Robert Henry Russell, your father, having laid information against John Kirwin and Robert Jas. Hopper, for furious driving on the highway, under the Act of 18 Vic., cap. 93, before the Inspector of Police, the latter issued summonses against them, for the 27th December last, at 10 o’clock in the forenoon; that as the clock struck 10 you placed yourself on the Magistrates’ Bench, to the exclusion of the Inspector of Police, who had summoned the party before him; and when the latter requested you to permit him to take the chair, and carry on the business of the Court, that you refused, and called out, “Is there no Constable to keep order?” That on Mr. Maguire’s retiring from the Court House, you ordered the cases to be called, and fixed them for the 29th December, on which day you heard the parties, and condemned the defendants to pay 20s. and costs each, thus acting as a Judge in cases to which your father was a party, to whom

one-half of the penalty imposed was payable, and who would have been responsible for the costs if the information had been dismissed.

3rd. That in the month of March last, a Soldier of one of the Regiments stationed at Quebec, finding a horse and cariole in the street, unattended by any one, got into the cariole, and was driving the horse with the purpose, as is alleged, of placing him in charge of some person. That the horse belonged to you, who, seeing the soldier driving him, immediately attacked and assaulted the soldier, who went away. That you, supposing him to have gone to the Guard House, attempted to enter it, but was prevented from so doing by the sentry. That you then took Sergeant Walsh and some of the City Police to the Guard House, where the sentry was still on duty, and ordered them to arrest him for refusing to allow you to enter the Guard House, and search for the soldier whom you said had stolen your horse and cariole; and that upon Sergeant Walsh declining to arrest the sentry, he was severely reprimanded by you.

I am to request your early reply to this communication.

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

(Signed,) GEO. ET. CARTIER,
Secretary.

R. H. RUSSELL, Esquire, J.P.,
Quebec.

OFFICE OF THE INSPECTOR AND SUPERINTENDENT OF POLICE.

Quebec, 15th January, 1856.

Sir,—I have had the honor to receive your letter of the 3rd instant, requesting me for the information of His Excellency the Governor General, to furnish such remarks as I might consider necessary in relation to Dr. Russell's letter of the 27th December, copy of which I also beg to acknowledge.

In my answer to the Memorial of Dr. Russell of the 18th December, addressed to His Excellency, I had occasion to allude to the occurrence which forms the subject of Dr. Russell's present complaint.

On the 27th December, at half past 9, A.M., I took my seat on the Bench to dispose of the persons charged with disorderly conduct, and taken up during the preceding night.

Having done so, and it being a little before ten o'clock, A.M., I retired from the Bench to my room, where I remained until that hour, the hour fixed for the trial of other cases such as for penalties, assaults, and battery, &c., &c.

At 10 o'clock I returned to the Court to consider the business before it, and finding Dr. Russell in my chair on the Bench, I requested him to permit me to take my seat.

Without making any direct answer to such request that I could understand, Dr. Russell ordered the Clerk to call the cases. I then said to Mr. Doucet, one of the Clerks of the Peace, who was then acting as the Clerk of the Court, "Don't call the cases against Kirwin and Hopper, until Dr. Russell leaves the Bench." Dr. Russell then called out "is there a constable there to keep order," and seeing that he wanted to provoke a disturbance, and wishing on my part to prevent that, I left him in possession of my seat and walked into the adjoining room where two lads, by name Joseph Turcotte and Augustin Gagnon, were in custody, charged with uttering counterfeit coin.

In about fifteen minutes Mr. Langevin, a Member of the Bar, came and asked me to hear a case of Assault and Battery in which he was engaged as Attorney for one of the parties; I went into the Court with that gentleman, and finding my chair unoccupied I took my seat on the Bench, had the case called, and the parties being ready to proceed I asked Dr. Bardy, who was standing alongside the Bench, if he would hear the cases as I was then engaged enquiring into the charges preferred against the two lads named above and then in custody in the adjoining room. Dr. Bardy consented, and I returned to the adjoining room where the two prisoners were, to investigate the charge. When I returned to the Court, at the request of Mr. Langevin, and had taken my seat on the Bench, I enquired of the Clerk what had been done with the Corporation cases and the cases against Hopper and Kirwin; these were two cases for penalty in which R. H. Russell, Chief Constable of Police, Dr. Russell's father, was the prosecutor; the Clerk answered that the Corporation cases had been continued to the following Thursday, and the cases of Russell vs. Kirwin and Hopper had been fixed for trial at one o'clock p.m., on Saturday then next. I did not even see Dr. Russell when I returned to the Court, and made no allusion either to him or concerning him. This is exactly what occurred on the occasion referred to, according to the best of my recollection.

I beg to refer the enclosed letters of F. X. Langevin, Esquire, Advocate, and P. A. Doucet, Esquire, one of the Clerks of the Peace.

Dr. Russell is in error in stating that I addressed him in a loud and menacing tone of voice, for seeing him in my chair and knowing that he had taken possession of it for the purpose of getting up some altercation with me, I addressed him in a very low tone of voice, so much so that the parties closest to the Bench, with whom I have since spoken on the subject, did not hear the words addressed by me to Dr. Russell to induce him to leave my chair; this I did in order to avoid any disturbance or noise if possible with him, and seeing that he would not relinquish my chair peaceably I left him in possession of it.

Dr. Russell says, "since I left the Bench, Mr. Maguire has not, up to this hour, half-past one p.m., occupied the seat upon the Bench from which he attempted to eject me." Untrue again, Dr. Russell did not remain more than fifteen minutes on the Bench, only while his father's cases, and those of the Corporation, were being called upon. I then took my seat on the Bench to hear Mr. Langevin's case, which, at my request, was afterwards heard by Dr. Bardy, to enable me to attend to the business with which I was occupied in the adjoining room.

Dr. Russell says, Mr. Maguire was not "present, when, at the repeated solicitations of a Member of the Bar, who was waiting, and whose cases had been fixed for ten o'clock, I took my seat, &c." Another untruth; I was not only present then, but had held the Court to dispose of the disorderly cases, and had walked into my room waiting for 10 o'clock, the hour at which the other cases before the Court were to be proceeded with.

Dr. Russell was very probably solicited by a Member of the Bar. This is the Member of the Bar referred to in Mr. Doucet's letter. Dr. Russell has been frequently solicited before by certain Members of the Bar, to exercise judicial functions.

This Member of the Bar who solicited Dr. Russell to sit in his father's cases, and who, on the 27th December, when the cases were first called, according to the letter of Mr. Doucet, was acting in the absence of Messieurs Lelièvre and Angers for the prosecution, at the trial on the 29th, acted on the part of the defence, and then fyled a plea of guilty for the Defendants. This solicitation of Dr. Russell, by a Member of the Bar, is full of significance. I understand it perfectly. He never was solicited by a Member of the Bar to act in any case

except for the purpose of obtaining from him some judicial concession, which could not be obtained from an intelligent and honest Magistrate.

Dr. Russell says, "he (meaning me) only came in for the purpose of insulting him and enacting one of those scandalous scenes so derogatory to the administration of justice which he appears to delight in."

Dr. Russell must admit that it is my duty to preside in the Weekly Sessions, which was holden on the day in question, and if I delight so much in insulting people, it is singular that he should be among the body of Magistrates the solitary victim of so curious a propensity.

I may say, in explanation, that the Bench in the Police Court is not very large; it only affords sufficient room for two seats. The chair used by me is permanently placed there, and another procured by one of the Constables in waiting, when the business before the Court requires the presence of a second Justice. This is perfectly known to Dr. Russell, who visits the Police Office three or four times a week. The second chair had not been placed on the Bench when he took mine, nor was the presence of a second Magistrate necessary in the cases against Kirwin and Hopper, the first to be disposed of, and at all events it was illegal and immoral in Dr. Russell's acting in those cases.

The notice to which Dr. Russell's refers to in his letter is similar to the blank which I enclose, and which I take some pains to have communicated to two of the Justices residing in Quebec, every Saturday, in order to secure the presence during the ensuing week of a second Magistrate at the trial of such offences as require the presence of two Justices. This call on the Magistrates is made in rotation, so that the attendance of each Justice is only required twice a year.— Sometimes they attend and sometimes they do not, and in default of their attendance a second Magistrate is sent for, when his presence is required.

An Act was passed during the last Session of the Provincial Parliament to prevent furious driving upon the avenues leading to Quebec within a distance of ten miles from the City, a practice that had become inconvenient and dangerous to the public. About the 10th December last, a serious accident took place on St. Foy Road from this practice: a lad, returning from School, having been run over by a horse driven at a furious pace, and mangled badly, if not fatally.

After this painful occurrence, or about the 15th December, a deputation of gentlemen, residing on the St. Foy Road, called upon me and requested me to give effect to the law recently enacted for the prevention of a practice so dangerous to the lives of the citizens. I heartily concurred with these gentlemen in the views which they expressed, and assured them that the law would be carried into effect.

The statute imposes a penalty not less than twenty shillings, nor more than five pounds, with costs, for each offence, one half of the penalty payable to the prosecutor.

One of the gentlemen composing the deputation, immediately preferred an information before me, against one William Kirwin, for an infraction of the statute in question. I issued a summons for his appearance to answer the charge. The trial took place on the 22nd December, Mr. Duggan appearing for the defence. The offence was clearly established by the evidence, and the party, defendant, fined by me in the sum of fifty shillings and costs. In rendering judgment, I took occasion to say, that in that case, as it was the first under a recent statute, which might not then have received sufficient publicity, I should limit the fine to the modified sum above mentioned, that future offenders would be more severely dealt with, as I was determined to put an end to a practice which had become so dangerous.

On the same day, the 22nd December, a deliberate infraction of the statute took place. John Kirwin, brother of the defendant in the preceding case, and one

Robert James Hopper, were found engaged in a trotting match on one of the highways leading to the City. Mr. Robert Henry Russell, Chief Constable of Police, preferred a complaint before me on the 24th of the same month, against those parties, charging them with the offence. I issued summons for their appearance before me on the 27th, at ten o'clock A.M. It was on that day, when I entered the Court to hear those cases, and conduct such other business as might be before the Court, that I was prevented from doing so by Dr. Russell.

Did Dr. Russell take the notice communicated to him by the Clerk of the Peace to be a license under which he might, with such indecent and undignified precipitancy, even before the Clerk had taken his seat, possess himself of my chair, for the purpose of forcibly preventing me from discharging my duty to the public, and conducting the business before the Court, or exhibit the unparalleled turpitude of a Judge sitting in cases in which his father had a direct and pecuniary interest in whatever way they might be decided, he being, as the prosecutor, personally liable, in the event of dismissal, for the payment of the costs, or a recipient of a moiety of the fine in the event of a conviction.

These are the remarks which I have felt myself called upon to make in answer to Dr. Russell's letter of the 27th ultimo, from which it may be seen how much my patience and forbearance were taxed by his conduct.

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

(Signed,) J. MAGUIRE,
Inspector and Superintendent of Police.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

QUEBEC, 11th January, 1856.

Dear Sir,—I have to acknowledge the receipt of your letter of the ninth instant, inquiring whether the statement therein contained, of what occurred on the 27th ultimo is correct, and if not, in what it differs from what took place. In answer, I beg leave to state what I saw and heard on that day. On the twenty-seventh ultimo I entered the office of the Peace a few minutes after ten, a.m., and found Dr. Russell on the Bench used by the Magistrates. Mr. Duggan, who appeared on behalf of Messrs. Lelievre and Angers, Attorneys for the prosecution in the informations of Henry Russell against John Kirwin and Robert James Hopper, desired me to call these cases. I did not do it at once, and you then came in and spoke to Dr. Russell to leave the Bench, but the expressions then used were not distinctly heard by me. Mr. Duggan insisting, and also Dr. Russell, upon my calling these cases, you told me not to call the cases. Dr. Russell then called a Constable to keep order, and I believe you left the room either immediately or shortly after. The cases were thus called, Mr. Duggan proved the services upon the Defendant, of the information and summonses, and the cases were then fixed for trial for the ensuing Saturday, at one o'clock in the forenoon. Dr. Russell then desired Dr. Bardy to come on the Bench, which he did, and the cases in the weekly Sittings were then called before them, and continued to the ensuing Thursday. Drs. Russell and Bardy having left the Bench, Mr. Maguire, a few minutes afterwards, came and took his seat thereon.

Yours truly,

(Signed,) P. A. DOUCET,

JOHN MAGUIRE, Esquire,
&c., &c. &c.

QUEBEC, 12th January, 1856.

Sir,—I received your note on the 10th instant; the following is what I observed in the Court on the 27th December last.

At ten o'clock I was present, that day having been fixed for hearing evidence in one of my causes, I then saw Dr. Russell take his seat on the Bench, and an instant after I saw you come in to take your seat I believe, and at the same time I saw you speak to Dr. Russell, and by his gestures and language I was led to believe that he desired to remain on the Bench; he did remain there after some conversation between you. I saw you return towards your room. The cases were then called, Dr. Russell presiding; he left before my cause was called. I then went and asked you to take your seat on the Bench to hear my cause, you came and sat on the Bench and heard the evidence in my cause. This is what took place in my presence on the day in question, and I have a perfect recollection of the occurrence.

I have the honor, &c.,

F. X. LANGEVIN,
Advocate.

J. MAGUIRE, J.P.
Quebec.

OFFICE OF THE PEACE, QUEBEC,
Saturday the day 185 .

Sir,—We beg hereby to notify you, that in conformity with the 34th section of the Act 34 Geo. III. chapter VI, your turn of duty as Sitting Magistrate for the ensuing week, conjointly with Esquire, J.P., commences on Monday, the and finishes on Saturday next, the both days inclusive; during which period your punctual daily attendance is requested. Should circumstances prevent your attendance, we beg of you to procure another Magistrate in your stead.

We have, &c.,

GREEN & DOUCET,
Clerk of the Peace.

To Esquire, J.P.,
Quebec.

QUEBEC, 25th January, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter, dated the 19th instant, calling upon me for explanations relative to certain complaints preferred against me by Mr. Maguire, Inspector and Superintendent of Police at Quebec, and to inform you that I have been since busily engaged in preparing an answer thereto, which I shall forward to you so soon as it will be in my power to complete the same.

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

(Signed,) R. H. RUSSELL, J.P.

Honorable GEO. ET. CARTIER,
&c., &c., &c.

QUEBEC, 2nd February, 1856.

Sir,—In compliance with the command of His Excellency the Governor General, contained in your letter of the 19th ultimo, I have the honor of addressing you the following explanations, in relation to certain charges preferred against me by Mr. Maguire, the Inspector and Superintendent of Police for the City of Quebec, in the reply given by that Officer to the complaints made by me against him.

First, The circumstances attending the case of Ann Coady are as follows:— On the 2nd October last, happening to be present in the Police Office, I was requested by one of the Officers of that Department to affix my signature to a warrant of commitment for further examination, whereof the document marked A, herewith transmitted, is a true copy, and which is nothing more than an order to the Keeper of the Common Gaol of this District to keep the said Ann Coady in the said Common Gaol until the eighth day of the said month “of October” last, to have her at the Court House, in the City of Quebec, in the District aforesaid, at ten o'clock in the forenoon of the same day, before me or before some other Justice or Justices of the Peace for the said District, as may then be there, to answer further to the “charge” preferred against her. The eighth of October not falling upon my week, and it being well understood and the custom, that no Magistrates need attend at the Police Office except during their weeks, unless they receive notice to that effect from the Clerks of the Peace, I, not having taken any note of the commitment of Ann Coady, which none of us ever do, always trusting to our being notified when we are required there, and it not, besides, being my week, did not make any further inquiry about her case, taking it for granted that the affair had been dropped, and that as I had not received any intimation on the subject, the Clerks of the Peace, or some other Magistrate, had discharged her, as is often done in that Office, though perhaps the practice may not be a strictly legal one. There the matter rested until or about the 17th of December last, when, to my no small surprise, I received the notice transmitted with my memorial to His Excellency, of the 18th December last, requesting my attendance at the Police Office in relation to her case, by which I, for the first time, learned that Ann Coady, for whom Mr. Maguire finds it convenient to entertain so much sympathy, and whom he has himself already imprisoned no less than ten times, thereby depriving her of her liberty for a period of ten long months and a half—had, without my knowledge, authority, or participation, been incarcerated for a period of two months and sixteen days; and in order to restore her to her liberty, I did not fail to attend at the Office, where I signed the warrant, whereof the document marked B, herewith transmitted, is a true copy, ordering her to be brought up on the following day. I again attended on the last mentioned day, and finding that the Clerks of the Peace had not any further evidence against her, I ordered her to be admitted to bail, and to be discharged from custody; and with the view of having her brought to the Police Office for that purpose, issued the order, whereof the document marked C, herewith transmitted, is a true copy. It was the order dated 17th December last, marked R, which was presented to Constables Foy and Neilan, there being none others then present, that Mr. Maguire prohibited them from executing, at the same time enacting the extraordinary scene which called forth my first complaint against him.

The warrants A, B, C, Q, and R, are the only warrants ever signed by me in the case of Anne Coady, and upon perusal of the warrant A, His Excellency will see that the charge trumped up against me by Mr. Maguire, of having kept Ann Coady incarcerated for further examination under warrants of remand issued by me until the 18th December last, is absolutely false and unfounded in fact, inasmuch as my warrants, of the 2nd October last, only authorized her committal until the 8th of the same month, upon which day it became the duty of the Keeper of the prison to bring her up to the Police Office, from which he had no

right to take her without some legal authority so to do. That authority never was given him, nor has he any authority for having detained her in prison from the 8th of October last to the 17th December. Her detention, therefore, during the last mentioned period was illegal and without authority, and it is very evident that if there is any person to blame in this matter it is Mr. Maguire, whose duty it is, as the salaried head of the Police Department, to examine from time to time the different records of his Office with the view of ascertaining what persons are committed for further examination: that the necessary orders to have them and the witnesses brought up in proper time, do issue, and the Magistrates having charge of such cases be duly notified to attend.

The assertion of Mr. Maguire "that the said Ann Coady was then cast into the streets in the middle of winter;" is, as established by herself, in document marked L., equally devoid of truth, and was with that low cunning so characteristic of the man hazarded under the expectation that His Excellency would never find out who and what was the woman, the number of times he, Mr. Maguire, had himself "incarcerated" and then "cast her into the streets in the middle of winter," and that he would succeed in imposing upon His Excellency, so far as to create the belief in His Excellency's mind, that some respectable, virtuous, and unprotected female had been inhumanely treated by me under color of my office. That he, Mr. Maguire, did not, before my complaint to His Excellency, feel much for Ann Coady, is, I think conclusively established by the fact of his so pertinaciously refusing to allow either Foy or Neilan to proceed as far as the prison with my order, thereby causing her detention in Gaol for nearly one day longer than she would have been, had he acted otherwise.

The explanations I have here given of this Ann Coady case, will, I trust, suffice to shew His Excellency that I was perfectly justified in conveying to His Excellency, from my previous knowledge of the character of Mr. Maguire, and the means he is in the habit of resorting to in order to screen himself from the charges preferred against him, my fears that all that would come from him in his reply to my complaints against him, would not be altogether in accordance with the truth.

Secondly. I now come to the second charge brought by Mr. Maguire, and contained in the third paragraph of your letter, and which is to the effect, that in order to put some penalties into my own father's pocket, I had forcibly taken possession of the Magisterial seat. A more unfounded and malicious calumny never was invented by one man against another, as a perusal of the statements marked F, G, H, I, J, K, and the affidavit M, will shew. First of all it is false "that as the clock struck ten" I placed myself "on the Magistrates' Bench," this is proved by the statements of Mr. Duggan, who on the day upon which the cases of Kirwin and Hopper were returned, acted as Counsel for the Corporation in the absence of Mr. Lelievre,—of Dr. Bardy, one of the Justices of the Peace for this district,—and by the affidavit of John McNulty, the constable who had served these summonses. In the next place, these documents establish that when I did take my seat upon the Bench, it was not and could not be to the exclusion of the Inspector of Police, as Mr. Maguire was not present when I did so. It will be seen on reference to the two Summonses, marked D and E, that Kirwin and Hopper were not summoned to appear before him, Mr. Maguire, only as he attempted to make it appear, but that they were ordered to appear before such Justices of the Peace, for the said District, as might be in the Court House, in the said City of Quebec, on the return day. Two other misstatements of facts are likewise contained in the assertion by Mr. Maguire, that "when the latter requested" me "to permit him to take the chair, and carry on the business of the Court," I refused, and called out "Is there no Constable to keep order?" There is I think some difference between a person contemptuously and insultingly ordering another, who has as much right to be there as himself, before a whole public

to "get out of that," and one politely asking permission "to take the Chair;" as for the words "carry on the business of the Court," they were never uttered by him, nor did I, as he states, call out for a Constable to keep order "upon his merely "asking permission" to take the Chair and carry on the business of the Court. Another unfounded assertion is, that "on the 29th December I heard the parties." There was no hearing of "parties,"—words applicable only to contested cases, as both the Defendants made no defence whatever and confessed Judgment. The use of this expression "heard the parties" has no doubt been made to imply that it is not improbable I stretched a point in condemning the parties for the purpose of helping my father to one half the penalties. But the most shameful part of this gratuitous accusation on the part of Mr. Maguire is that "one-half the penalty" imposed was payable to my father, "and who would have been responsible for the costs if the information had been dismissed." Although I would not have been surprised at almost any charge emanating from Mr. Maguire, I cannot however conceal, that I was not a little taken aback at his recklessness in this instance. He has been a Member of the City Council for several years, has acted on the Finance and Police Committees, and was well aware at the moment he penned this slanderous imputation, that there was not one particle of truth in it. That my father has never received one farthing on account of such penalties; and has never been called upon or expected to defray the, or any portion of the, costs upon informations, he is ordered by the City Council to institute against parties violating the Law; and I can account for Mr. Maguire's conduct in preferring such a charge, in no other manner than that being determined *per fas aut nefas*, to destroy my character and that of my father, and feeling that the truth could not enable him to do so, he must need invent calumnies, which not being communicated to us, would have the effect of silently crushing us. But he has been foiled, thanks to that generous sense of justice which has been exhibited towards us by His Excellency, and for which I have to return him my warmest and most respectful acknowledgments.

Thirdly. With respect to the third and last statement of Mr. Maguire, contained in your letter, I have only to add, that it is of a piece with his other two charges. The whole affair was one of those trifling though disagreeable incidents which all persons, whatever may be their station, character or conduct, are liable to; and although it was altogether a private affair, in no way connected with my conduct as a Justice of the Peace, and which no person but an enemy resolved at all hazards to injure another party, would think of dragging into such a place as this; yet so conscious am I of the strict propriety of all I did on that occasion, that I cannot have a moment's hesitation in detailing the facts as they occurred, for His Excellency's information. They are these:—One day last winter, having some business to transact in the Office of the Megantic Junction Railway and Navigation Company, of which I then was, and am still, one of the Directors, I left my horse and cariole standing near the Arch-Bishop's Palace; on coming out of the Office a short time after, I perceived that they were no longer there; and whilst looking around me, one of the printers employed in the printing establishment of the Journal de Québec, which is opposite, came out and told me that he had seen the soldiers drive off my horse round the Grand Battery. I therefore went in the direction indicated, and soon got up to my horse and cariole, in which were seated two Artillery soldiers, who, seeing me approach, attempted to hasten the horse's speed with a view of getting out of my reach. I however succeeded in seizing my horse's bridle, crying out to the soldiers, at the same time, that that was my horse; whereupon one of them got out of my cariole, and came up to me, and struck me several blows. At this stage of the affair, several civilians seeing what was going on, and how I was being treated, came up, and were about taking my part, when the soldiers, perceiving they were likely to get into trouble, made off. This happened near to the Hope Gate Military Guard House,

into which I observed one of them enter. Feeling naturally annoyed at finding myself thus treated, and in order to secure the parties guilty of this conduct, I asked a man belonging to the 16th Regiment who was then on duty outside as sentry, to be so good as to call the sergeant of the Guard, that I might report to him what had occurred to me. Whether from sympathy with his comrades, or for what other reason I cannot tell, this man not only refused to call out the Sergeant of the Guard, as it was his duty to do, but threatened me and the by-standers who by this time had become rather numerous, with the use of his bayonet, if we did not immediately go away.

Upon this some of the civilians went in search of the Police, and I called out for the Sergeant of the Guard, who came out and very civilly invited me into the Guard-room, where he furnished me with pen, ink, and paper to make my complaint; when I came out I was met by two Policemen, one of whom, Constable Walsh, came up to me and tendered me his assistance, which I declined, observing that I intended applying to the Military authorities for redress. I subsequently called upon Colonel Cockell, the Officer commanding the 16th Regiment, to whom I complained of the sentry's conduct. Colonel Cockell advised me to see the Officer commanding the Artillery, and to call at the Orderly-room the next morning. I thereupon proceeded to the Quarters of the latter who was not at home, and as I was leaving the Artillery Barracks, I was recognized by one of the Artillery men who had made off with my horse, and who came up to me asking my forgiveness for what had occurred, stating that he was in liquor at the time, that he was very sorry for what had happened, and begging that I would not report him to the Commanding Officer, who, he said, was a very strict man and would punish him severely if I made the affair known to him; I thereupon foregave him, and let the matter drop.

I had almost forgotten the whole affair until reminded of it in your letter. I have no recollection of what is stated in the latter part of Mr. Maguire's statement in relation to Constable Walsh and myself taking place, although I am sure His Excellency will admit that if I should not have been in the best possible humour on finding myself thus dealt with, it would have been quite pardonable under the circumstances. As to the assertion of my having "attacked and assaulted the soldiers who went away" I have only to add that there is not one word of truth in it. How Mr. Maguire, who was not and can never pretend to have been present on the occasion in question, can have taken it upon himself to make such a statement I cannot imagine, and leave it to himself to explain.

The papers marked O, P, Q, R, S, having been received by me only after I had written what precedes, were sent too late for me to embody them in this communication.

I should have transmitted this answer to your letter sooner, were it not that I delayed doing so, under the expectation of being enabled to send therewith a statement from one of the gentleman employed in the Police Office, who was present on the occasion of Mr. Maguire's behaviour towards me on the 27th December, last, but I have been informed that Mr. Maguire, having ascertained that he was preparing the same, prohibited him from doing so.

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

(Signed) R. H. RUSSELL, J.P.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

A.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } **T**O all or any of the Constables, or other Peace Officers
 CITY OF QUEBEC. } in the said District of Quebec, and to the Keeper of
 the Common Gaol, at the said City of Quebec, in the
 said District of Quebec.

Whereas, Ann Coady, of the Parish of Notre Dame de Levy, wife of William Burke, within the said District, was charged before me, one of Her Majesty's Justices of the Peace, in and for the said District of Quebec, for that she, the said Ann Coady, on the twenty-third day of September last, at the Parish of Notre Dame de Levy, within the said District, feloniously did steal, take, and carry away, one brown silk bonnet of the value of ten shillings, one pair of prunella boots of the value of ten shillings, and one plaid shawl of the value of five shillings, current money of Canada; of the goods and chattels and effects of one Mary Ann Robertson, wife of John Parker Wilkinson, and it appears to me to be necessary to remand the said Ann Coady.

These are therefore to command you, the said Constables or Peace Officers; or any one of you, in Her Majesty's name, forthwith to convey the said Ann Coady to the Common Gaol at the said City of Quebec, in the said District, and there to deliver her to the keeper thereof, together with this precept. And I hereby command you, the said keeper, to receive the said Ann Coady into your custody in the said Common Gaol, and there safely keep her until the eighth day of October instant, when I hereby command you to have her at the Court House in the said city of Quebec, in the District aforesaid, at ten o'clock in the forenoon of the same day, before me, or before some other Justice or Justices of the Peace, for the said District, as may then be there, to answer further to the said charge and to be further dealt with according to law, unless you shall be otherwise ordered in the meantime.

Given under my hand and seal, this second day of October, in the year of our Lord, One thousand eight hundred and fifty-five, at the said City of Quebec, in the District aforesaid.

Signed,) R. H. RUSSELL, J.P. [L. S.]

(A True Copy.)

(Signed,) J. MACLAREN,
 Gaoler.

B.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } **T**O all or any of the Constables or other Peace Officers
 CITY OF QUEBEC. } in the said District of Quebec, and to the keeper of
 the Common Gaol, at the said City of Quebec, in the said
 District of Quebec.

Whereas Ann Coady, wife of William Burke, late of the Parish of Notre Dame de Levy, within the said District, was charged before me, Robert Henry Russell, one of Her Majesty's Justices of the Peace in and for the said District of Quebec, for that she, the said Ann Coady, on the twenty-third day of September last, at the Parish of Notre Dame de Levy, within the said District, a brown silk bonnet

of the value of ten shillings; a pair of prunella boots of the value of ten shillings; and a plaid shawl of the value of five shillings, current money of Canada, of the goods and chattels of Mary Ann Robertson, wife of John Parker Wilkinson, feloniously did steal, take, and carry away, and it appears to me to be necessary to remand the said Ann Coady.

These are therefore to command you, the said Constables or Peace Officers, or any one of you, in Her Majesty's name, forthwith to convey the said Ann Coady, to the Common Gaol, at the said City of Quebec, in the said District, and there to deliver her to the keeper thereof, together with this precept. And I hereby command you, the said keeper, to receive the said Ann Coady, into your custody, in the said Common Gaol, and there safely keep her until the eighteenth day of December instant, when I hereby command you to have her at the Court House in the said City of Quebec, in the District aforesaid, at ten o'clock in the forenoon of the same day, before me, or before some other Justice or Justices of the Peace for the said District, as may then be there, to answer further to the said charge, and to be further dealt with according to law, unless you shall be otherwise ordered in the meantime.

Given under my hand and Seal, this seventeenth day of December, in the year of Our Lord one thousand eight hundred and fifty-five, at the said City of Quebec, in the District aforesaid.

(Signed,) R. H. RUSSELL, J.P. [L. S.]

(A True Copy.)

(Signed,) J. MACLAREN,
Gaoler.

C.

OFFICE OF THE PEACE.

PROVINCE OF CANADA, } TO the Keeper of the Common Gaol and of the House
DISTRICT OF QUEBEC. } of Correction in and for the said District:

Send before me the body of Ann Coady, wife of William Burke, now under your custody, in the said Gaol, to be examined; and for so doing, this shall be your sufficient warrant.

(Signed,) R. H. RUSSELL, J.P.

Quebec, this 18th day of December, 1855.

(A True Copy.)

(Signed,) J. MACLAREN,
Gaoler.

D.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } **T**O ROBERT JAMES HOPPER, late of the Parish
 CITY OF QUEBEC. } of Saint Roch, of Quebec, in the District of Quebec,
 Yeoman :

Whereas, information hath this day been laid before the undersigned, one of Her Majesty's Justices of the Peace, in and for the said District of Quebec, for that you, on the twenty-second day of December instant, at the said Parish of Saint Roch, of Quebec, within the said District, unlawfully did drive a horse upon one of the public highways of this Province, within ten miles of the said City of Quebec,—to wit, on the road running, commonly called the Little River Road, at a rate faster than an ordinary trot, against the form of the Statute in such case made and provided.

These are, therefore, to command you in Her Majesty's name to be and appear on the twenty-seventh day of December instant, at ten o'clock in the forenoon at the Court House, in the said City of Quebec, before such Justice of the Peace for the said District as may then be there to answer to the said information, and to be further dealt with according to law.

Given under my hand and Seal this twenty-fourth day of December, in the year of Our Lord One thousand eight hundred and fifty-five, and at the said City of Quebec, in the District aforesaid.

(Signed,) J. MAGUIRE, J.P.

—
 Certified.

(Signed,) GREEN & DOUCET,
 Clerk of the Peace.

E.

PROVINCE OF CANADA, }
 DISTRICT OF QUEBEC, } **T**O JOHN KIRWIN, of the City of Quebec, in the Dis-
 CITY OF QUEBEC. } trict of Quebec, Carter ;

Whereas, information hath this day been laid before the undersigned, one of Her Majesty's Justices of the Peace, in and for the said District, for that you, on the twenty-second day of December instant, at the Parish of Saint Roch, of Quebec, within the said District, unlawfully did drive a horse upon one of the public highways of this Province, within ten miles of the said City of Quebec, to wit: on the road commonly called the Little River Road, at a rate faster than an ordinary trot, against the form of the Statute in such case made and provided. These are, therefore, to command you, in Her Majesty's name, to be and appear on the twenty-seventh day of December instant, at ten o'clock in the forenoon at the Court House in the said City of Quebec, before such Justice of the Peace for the said District as may then be there to answer to the said information, and to be further dealt with according to law.

Given under my hand and Seal this twenty-fourth day of December, in the year of Our Lord One thousand eight hundred and fifty-five, at the said City of Quebec, in the District aforesaid.

(Signed,) J. MAGUIRE, J.P.

—
 Certified.

(Signed,) GREEN & DOUCET,
 Clerk of the Peace.

F.

QUEBEC, 24th January, 1856.

Dear Sir,—I have just received your note of this morning, requesting me to give you a statement of what occurred in the Police Office on the 27th of last month, the day of the return of the informations of Russell *versus* Hopper and Kirwin. On the morning referred to, I went to the Police Office at about 10 o'clock in the morning, for the purpose of fixing those cases. Dr. Bardy, one of the Magistrates of this District, was in the Office when I went in. You came in shortly after (it was then, I think, about ten minutes past ten), and commenced speaking to Dr. Bardy. Finding shortly after that Mr. Maguire, Inspector and Superintendent of Police, did not come into Court, I asked you if you would sit and fix some cases I had returnable that day. You asked Dr. Bardy to take the Bench, and he made a motion of his hand for you to take it. You then asked me the nature of the cases I wished to enter. I explained and told you the Act under which the complaints were brought. You then went into the Magistrates' Room, got the Statute, brought it out to the Police Office, and we read it together, after which you took the Bench, and I called upon Mr. Doucet, one of the Clerks of the Peace, to call the cases, at the same time handing him the complaints.

Mr. Doucet said something about there being Mr. Maguire's cases, left the Court, and went into the inner room, without calling the cases. You being then on the Bench, Mr. Doucet returned in a few minutes, and Mr. Maguire followed almost immediately. I then again requested Mr. Doucet to call the cases, and he again made some difficulty about doing so. Mr. Maguire then, in a violent and insulting manner, ordered you "to come down out of that," meaning to come down off the Bench. You said "it was your week; that you had been summoned there that morning, and that you would remain until the weekly session cases were disposed of; that they required two Magistrates to hear them, and then you would leave the Bench entirely to him." I again called on the Clerk to call my cases, and Mr. Maguire said, "Mr. Doucet, I command you not to call those cases." I then told the Clerk to call my cases; that "I would not be kept there all day," at the same time stating to the Clerk "that one Magistrate had as much right to sit there, and fix and hear cases as another, and that the mere signing of the complaints did not deprive another Magistrate of the right of hearing such cases." But the words of the summons are "to appear before such Justice of the Peace as may be then there." My attention was then called from Mr. Doucet by your asking if there was a Constable in Court to keep order. On this Mr. Maguire left the Court. I again requested the Clerk to call my cases; he did so; and I proved the services, and fixed them for trial for the 29th of the same month. At one o'clock that day, I went to the Police Office at the hour appointed, for the purpose of proving the complaints; but finding Mr. Lelievre, one of the Attorneys for the Corporation (and for whom I had acted in these cases) present, I told him what I had done, and left him to conduct the cases. I may state further, that I would not have asked you to sit in these cases had I not known that your father had no interest whatever in them; that he was merely acting as the Officer of the Corporation, to whom the penalties, if any were recovered, would be paid, and who would, in case of their dismissal, be liable for the costs. I have a distinct recollection that it was a considerable time after ten o'clock when you first took your seat upon the Bench; that it was not done by you to the exclusion of the Inspector of Police, inasmuch as he, Mr. Maguire, was not present in the Court Room when you took your seat upon the Bench, and did not come in until some time after; and that the manner in which

you were ordered by Mr. Maguire to leave the Bench was such as I have already described.

Your obedient Servant,

(Signed,) W. C. DUGGAN.

Dr. R. H. RUSSELL,
&c., &c., &c.

G.

QUEBEC, 25th January, 1856.

Sir,—In answer to your note requesting that I should give you a statement of what occurred upon the trial some time ago, of two informations brought by the Corporation through Chief Constable of Police, Mr. Russell; I beg to state, that having upon the day fixed for trial, attended at the Police Office as Counsel for the Corporation, I found the Defendants, one Kirwin, and another, personally in attendance, both assisted by Counsel; upon my entering the Office, Kirwin, whom I know personally, stated to me, that they, himself and the other Defendant, were not at the time aware that they committed any offence in trotting their horses, that they had become acquainted with the law since, were sorry for what had occurred, and added, they would plead guilty, which they did through their Counsel. With reference to your inquiry as to the parties to whom the informer's share is paid on cases similar to these, I can only state, that my instructions as Counsel of the Corporation, is to appear in all penal informations brought by the Chief Constable of Police, and our fees in all such cases, whether successful or unsuccessful, have been charged to, and paid by the Corporation.

Your obedient Servant,

(Signed,) S. LELIEVRE.

R. H. RUSSELL, Esquire,
Quebec.

H

CITY TREASURER'S OFFICE.

Quebec 28th January, 1856,

Sir,—All fines and penalties imposed by any By-Law, Rule, or Regulation of the Corporation of Quebec, and levied in the Police Court, are paid to the City Treasurer's Office, to form part of the general fund of the City.

Your most obedient Servant,

(Signed,) A. G. GAUTHIER,
City Treasurer.

Dr. R. H. RUSSELL,
&c., &c., &c.

I.

QUEBEC, 28th January, 1856.

Sir,—In answer to your note, requesting to know whether your father, Mr. R. H. Russell, Chief Constable of Police, has claimed, or received any fines in those cases in which he was prosecutor.

I beg to state that for a number of years past, your father has not claimed or received any of the fines coming to him as prosecutor.

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

(Signed,) P. BENDER.
Deputy Clerk of the Peace.

DR. R. H. RUSSELL. J.P.
&c., &c., &c.

QUEBEC, 28th January, 1856.

Sir,—I have not, since my appointment to the Quebec Police, (now upwards of eighteen years,) received or applied to my own use or benefit, any part of the fines to which by law I become entitled. I have considered it such a well-known fact, it having been declared from the Bench two or three times by Inspectors and Superintendents of Police, that “Mr. Russell, the Chief of Police, did not “take the informer’s share of the fines allowed him,” that I feel surprised at your calling on me for this statement.

I am, Sir,
Your obedient Servant,

(Signed,) R. H. RUSSELL,
Chief Constable of Police.

DR. RUSSELL, &c., &c., &c.

QUEBEC, 28th January, 1856.

Dear Doctor,—On Thursday, the 27th December last, I was present at the Police Court about a quarter past ten, and Dr. Russell arrived shortly afterwards; this gentleman asked me whether I would sit with him, I told him that if Mr. Maguire did not come I should have no objection to do so; a few minutes afterwards Mr. Duggan, Advocate, begged of Dr. Russell to take his seat on the bench to hear some causes. Dr. Russell then asked me to sit in his stead, pointing to the bench; I said to him “go and take your seat, it is your week, and dispose of those causes which only require the presence of one Magistrate.” In the meantime Mr. Maguire arrived, and addressing Dr. Russell, who had taken his seat on the bench, desired him to withdraw and allow him to dispose of the business. Dr. Russell replied, “I am a Magistrate, and it is my week, and I will not “give up my place to you until I have finished, and until the causes requiring “the presence of two Magistrates have been called.” He then desired Mr. Doucet to call the causes. Mr. Maguire forbade Mr. Doucet to do so. Dr. Russell

then said to Mr. Doucet, "give me the records and I will call them myself." Mr. Maguire then retired, and Dr. Russell having disposed of the causes he had had called, requested me to take a seat on the bench with him, to postpone the Corporation cases, which I did; we then left the bench. Mr. Maguire then returned, took his seat on the bench, and having caused the other causes to be called, asked me to sit alone to hear a case of Assault and Battery. I took my seat on the bench and Mr. Maguire left the Court.

(Signed,) P. M. BARDY, J.P.

DR. R. H. RUSSELL.

QUEBEC, 28th January, 1856.

I, Ann Coady, wife of William Burke, of Quebec, hereby certify, that I have no complaint whatever against Dr. Russell, one of the Justices of the Peace for the District of Quebec. I never did complain against him, and never authorized any one to complain against him on my behalf. On the contrary, he has always treated me with the greatest kindness. In the month of December last, when I was brought from Gaol to the Police Office, Dr. Russell asked me in the kindest manner, in the event of my being discharged from custody, how I would get my livelihood, and where I intended to go, and I told him that I would go to my husband's house, where I am now living with my family.

her
ANN ✕ BURKE.
mark.

Witnesses.

(Signed,) J. WILSON.
" N. COLE.

M.

PROVINCE OF CANADA, } JOHN McNULTY, of the City of Quebec, Constable,
DISTRICT OF QUEBEC. } being duly sworn, doth depose and say as follows, to wit:—

On the twenty-fourth day of December last, I was handed informations and summonses, one directed to John Kirwin, and the other to Robert James Hopper, charging them with fast driving. These two persons I duly served with the said information and summonses, on the 24th day of the said month of December last.

On the morning of the twenty-seventh day of December last, I proceeded to the Police Office in the Court House, in this City, for the purpose of swearing to, and proving the services of the said informations and summonses. I was present in the room in which the Police Court is held at the hour of ten o'clock in the morning of the said last-mentioned day. At that hour, Mr. Maguire, the Inspector and Superintendent of Police, was not present in the said Court room. I remember Mr. Duggan requesting Dr. Russell, one of the Justices of the Peace for this District, to take his seat on the Bench, for the purpose of hearing the said two cases fixed for trial, or otherwise disposed of. After some hesitation Mr. Russell consented to do so, and at about a quarter or twenty minutes past ten, he seated himself there. At the time he so seated himself, Mr. Maguire had not yet come in, and he Mr. Maguire, only did so upon Mr. Doucet, one of the Clerks of the Peace, going for him in an inner room.

Upon coming in, he Mr. Maguire, in an insulting and impudent manner, went up to where Dr. Russell was sitting and ordered him off the Bench, in the presence of all the parties assembled in the Office. It being a weekly Session day, there was a good number of people there present. Dr. Russell replied to his insulting remark in a mild and gentlemanlike manner, and to my great surprise, did not seem to resent his behaviour, until at last, Mr. Maguire, probably encouraged by his forbearance, having repeated several times the same insulting remarks, Dr. Russell, in a quiet tone of voice, inquired whether there was not some Constable there to keep order. Mr. Maguire having thereupon retired from the Court room, and order being restored, the cases were called and fixed for proof on a subsequent day.

The foregoing was not the first time I have seen Mr. Maguire publicly insult Dr. Russell without provocation, and I have often felt surprised at the forbearance exhibited by the latter on these occasions.

Mr. Maguire has also to my knowledge, and in my presence, used the most offensive and insulting language to Gentlemen of the Bar, and others having business in the Police Office, and has even threatened them in a manner calculated to lead to breaches of the Peace, and to bring the administration of Justice into contempt. And further this Deponent saith not, and hath signed.

(Signed) JOHN McNULTY.

Sworn before me at Quebec,
this 30th of January, 1856.

(Signed,) G. HENDERSON, J.P.

N.

QUEBEC, 30th January, 1856.

Sir,—In reply to your note requesting a statement of the number of times Ann Coady has been committed to Gaol during the last — years, I beg to refer you to the following statement.

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

(Signed,) J. MACLAREN,
Gaoler.

R. H. RUSSELL, Esquire, J.P.

Date of Commitment.	By whom Committed.	Offence.	
April 5, 1849..	W. K. McCord.....	Under Police Ordinances	2 Months.
November 24, do ..	do	do do	2 do
April 8, 1850..	do	do do	2 do
July 16, do ..	do	do do	2 do
October 25, do ..	do	Keeping a Disorderly House	Not convicted
May 26, 1851..	do	Under Police Ordinances	1 Month.
February 24, 1852..	do	do do	2 Months.

Date of Commitment.	By whom Committed.	Offence.	
December 27, do ..	J. Maguire.....	Under Police Ordinances	15 Days.
January 22, 1853..	do	do do	1 Month.
February 23, do ..	do	do do	1 do
May 26, do ..	do	do do	1 do
July 29, do ..	do	do do	1 do
December 26, do ..	do	do do	1 do
August 27, 1854..	do	do do	2 Months.
do 7, do ..	E. Glackemeyer	do do	2 do
February 21, 1855..	J. Maguire.....	do do	1 Month.
March 22, do ..	P. M. Bardy	do do	1 do
May 2, do ..	J. Maguire.....	do do	1 do
June 13, do ..	do	do do	1 do
October 3, do ..	R. H. Russell	Larceny, recommitted 17th Decem- ber, for same offence.....	.....

①.

QUEBEC, 30th January, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter of the 25th instant, asking a statement in writing of all that occurred in relation to Ann Coady's imprisonment on or about the 27th day of October last. In answer I beg to enclose you a copy of the information of Mary Ann Robertson against Ann Coady, shewing the charge against the latter. I find, by the records in the office, that a warrant, to apprehend the said Ann Coady, was issued by you and put into the hands of the High Constable for execution; the proceeding had on that warrant will appear by the Return of the High Constable.

After her arrest the said Ann Coady was remanded by you for the term mentioned in the warrant of remand in the hands of the Gaoler.

I have no personal knowledge of what happened from that date until about the 17th day of December last, when Mr. Maclaren informed the Deputy Clerk of the Peace that Ann Coady was still in Gaol.

I desired Mr. Bender to notify the investigating Magistrate of that fact, which notice I believe was given to you. An order to bring the body of the said Ann Coady was signed by you, and delivered to Constable Michael Foy and Constable George Neilan, who each successively refused to execute it (a copy of which order is enclosed). On the eighteenth, I caused a second order, signed by you, to bring up the body of the said Ann Coady, to be executed by Constable Joseph Boucher. Ann Coady was then admitted to bail, as appears by a copy of her recognizance enclosed. A summons was issued to Mary Anne Robertson, the complaining party against Ann Coady, to appear and give evidence.

Any further steps taken in the matter were, I believe, taken in the Peace Office, in the presence of either the Deputy Clerk of the Peace, or Clerks of the Office, from whom you may get the necessary explanations, but I have no personal knowledge of them.

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

(Signed,) P. A. DOUCET,

R. H. RUSSELL, Esquire, J. P.

P.

PROVINCE OF CANADA, } THE information and complaint of Mary Ann Robertson,
 DISTRICT OF QUEBEC, } wife of John Parker Atkinson, of the Parish of No-
 CITY OF QUEBEC. } tre Dame de la Victoire, in the District of Quebec, taken
 this twenty-eighth day of September, in the year of Our Lord, one thousand eight
 hundred and fifty-five, before the undersigned, one of Her Majesty's Justices of
 the Peace, in and for the said District of Quebec, who saith, that on the twenty-
 third day of September instant, at the Parish of Notre Dame de la Victoire, in
 the District of Quebec, a brown silk bonnet, of the value of ten shillings; a pair
 of prunella boots, of the value of ten shillings; and a plaid shawl, of the value
 of five shillings, current money of Canada, were stolen from her by Ann Coady,
 wife of one Burke, who at that time was a servant in the employ of the husband
 of this Deponent.

(Signed,) M. A. ATKINSON.

Sworn before me, the day and year first above mentioned, at the said City of
 Quebec, in the District aforesaid.

(Signed,) R. II. RUSSELL, J.P.

(Certified.)

(Signed,) GREEN & DOUCET,
 Clerk of the Peace.

Q.

PROVINCE OF CANADA, } TO all or any of the Constables, or other Peace Officers
 DISTRICT OF QUEBEC, } in the District of Quebec;
 CITY OF QUEBEC. } Whereas Ann Coady, of the Parish of Notre Dame de
 la Victoire, wife of one Burke, hath this day been charged upon Oath before the
 undersigned, one of Her Majesty's Justice of the Peace, in and for the said District
 of Quebec, she, on the twenty-third day of September, in the year of Our Lord
 One thousand eight hundred and fifty-five, at the Parish of Notre Dame de la
 Victoire, within the District of Quebec, feloniously did steal, take, and carry
 away one brown silk bonnet, of the value of ten shillings; one pair of prunella
 boots, of the value of ten shillings; and one plaid shawl, of the value of five
 shillings, current money of Canada, of the goods and chattels and effects of
 one Mary Ann Robertson, wife of John Parker Atkinson. These are, therefore,
 to command you in Her Majesty's name, forthwith to apprehend the said Ann
 Coady, and bring her before me, or some other of Her Majesty's Justices of the
 Peace in and for the said District, to answer unto the said charge, and to be fur-
 ther dealt with according to law.

Given under my hand and seal this twenty-eighth day of September, in the
 year of Our Lord One thousand eight hundred and fifty-five, at the said City of
 Quebec, at the District aforesaid.

(Signed,) R. H. RUSSELL, J.P.

R.

OFFICE OF THE PEACE.

PROVINCE OF CANADA, } **T**O the Keeper of the Common Gaol and of the House
DISTRICT OF QUEBEC. } of Correction, of and for the said District;

Send before me the body of Ann Coady, wife of William Burke, now under your custody in the said Gaol, to be examined; and for so doing this shall be your sufficient warrant.

(Signed,) R. H. RUSSELL, J.P.

—
Certified.

(Signed,) GREEN & DOUCET, C.P.

Quebec, this 17th day of December, 1856.

S.

PROVINCE OF CANADA, } **B**E it remembered, that on the eighteenth day of De-
DISTRICT OF QUEBEC, } cember, in the year of our Lord, One thousand
CITY OF QUEBEC. } eight hundred and fifty-five, Ann Coady, of the place

called Etchemin, wife of William Burke, personally came before me, one of Her Majesty's Justices of the Peace for the said District, and severally acknowledged themselves to owe to Our Lady the Queen, the sums following, that is to say:—the said Ann Coady the sum of ten pounds of good and lawful money of this Province to be made and levied of their several goods and chattels, lands and tenements, respectively, to the use of Our said Lady the Queen, her heirs and successors, if she, the said Ann Coady, fail in the condition hereinunder written. The condition of the above Recognizance is such, that whereas the above-named bounden Ann Coady was charged before me, for that she, the said Ann Coady, of the said place of Etchemin, within the District of Quebec, feloniously did steal, take, and carry away, one silk bonnet, of the value of ten shillings currency; one pair of prunella boots, of the value of ten shillings currency; one plaid shawl, of the value of five shillings currency, of the goods and chattels and effects of one John Parker Atkinson.

And whereas, the examination of witnesses for the prosecution in this behalf is adjourned until the twenty-fourth day of December instant, if, therefore, the said Ann Coady shall appear before me on the said twenty-fourth day of December instant, at ten o'clock in the forenoon, or before such other Justice or Justices of the Peace, for the said District, as may then be there, to answer further to the said charge, and to be further dealt with according to Law; then the said Recognizance to be void, or else to stand in full force and virtue.

Taken and acknowledged the day and year first above mentioned, at the said City of Quebec, before me.

(Signed,) R. H. RUSSELL, J.P.

ANNUAL REPORTS
of the DIRECTORS of the
OBSERVATORIES AT TORONTO AND QUEBEC,
For the Year 1855.

Submitted to the Legislative Assembly, in compliance with the Address of the House of the 26th March, 1856.

By Command.

GEO. ET. CARTIER,
Secretary.

SECRETARY'S OFFICE,
Toronto, 30th April, 1856.

MAGNETIC OBSERVATORY, TORONTO.

REPORT FOR THE YEAR 1855.

The leading object of the Magnetic Observatory, Toronto, (as it is that of Magnetic and Meteorological Observatories elsewhere) is to aid in furnishing to the scientific world the materials necessary for evolving the laws that regulate the magnetical and meteorological phenomena of the earth. This object is effected by observing, at stated times, certain Magnetical and Meteorological elements; by recording, reducing, and tabulating them in various forms, and finally by printing them or abstracts of them for publication.

The elements determined by the Magnetical Observations, are—

I.—The absolute values of,—

- (1.) The Declination.
- (2.) The Dip or Inclination.
- (3.) The Horizontal Intensity or Horizontal Component of the Magnetic Force.
- (4.) The Vertical Intensity or vertical component.

II.—The Variations:—

- (5.) The Declination.
- (6.) The Inclination.
- (7.) The Horizontal Force.
- (8.) The Vertical Force.

Observations for the determination of (1,) (2,) (3,) (4,) called the Absolute Determinations, are made once a month, and occupy five days.

Observations for finding (5), (6), (7), and (8), or the Differential observations, are, with the exception of Sundays, Christmas day, and Good Friday, made daily

at $\begin{matrix} \text{H.} & \text{H.} & \text{H.} & \text{H.} & \text{H.} & \text{H.} & \text{H.} \\ \text{at} & 2 & 4 & 8 & 10 & 16 & 18 \end{matrix}$ Gottingen Time, or nearly at 6 A.M., 8 A.M., 10 A.M., 2 P.M., 4 P.M., 10 P.M., 12 P.M., Toronto Time.

The Instruments used are, for:—

- (1.) Declinometer and Azimuth Instruments.
- (2.) Dip Circle.
- (3.) Apparatus for Vibration Experiments.
- (4.) do Deflections.

The absolute vertical force is inferred from (1), (2), (3).

- (5.) Small Declinometer; also Brookes' Philographic self-registering Declinometer.
- (6.) The Induction Inclinator.
- (7.) The Small Bifilar Magnetometer; also Brookes' and Ronalds' self-registering Bifilar Magnetometers.
- (8.) Lloyd's Balance Magnetometer, and Ronalds' self-registering Vertical force Magnetometer.

The Meteorological Elements observed directly or obtained immediately from observations, are,—

- (1.) Temperature.
- (2.) Total Atmospheric Pressure as shewn by the Barometer.
- (3.) The Elasticity of the Aqueous Vapour suspended in the air.
- (4.) The Humidity or ratio of the actual Vapour to that necessary for Saturation at the existing Temperature.
- (5.) The Dew-Point by Daniells' Hygrometer and by the Wet and Dry Bulb Thermometer.
- (6.) The Direction and Velocity of the Wind, by Robinson's Anemometer.

Of the above mentioned Elements (1), (2), (3), (4), are observed at the Magnetical hours, omitting 10 A.M. They are also taken twice on Sundays, Good Friday, and Christmas Day, namely, at 6 A.M. and 2 P.M.

- (5.) Is found every working day at 3 P.M.
- (6.) Is registered for every hour through the year.

A register is also kept of the maximum and minimum temperatures (as shewn by self-registering instruments) that occur during each day.

Of the amount of Solar and Terrestrial Radiation.

Of the days on which Rain or Snow falls, with the depth of either that falls each day.

Of the general character of the sky, including the distribution of the clouds, and their movements, as indicative of the currents in the upper regions of the atmosphere.

Of the occurrence of Auroras, and of an unusual phenomena.

Besides the Magnetical and Meteorological observations, Transits of Stars are observed weekly, for the purpose of determining the errors and rates of the Chronometers.

The Magnetical and Meteorological Elements obtained from observation are entered in daily registers, from which monthly and yearly abstracts are afterwards formed.

The Observations, when reduced, have been usually printed at intervals of three years.

Those made since the transfer of the establishment to the Province, owing chiefly to the interruption occasioned by the erection of the new building, are not sufficiently numerous to render printing necessary till after the conclusion of 1856.

The Staff of Assistants consist of:—Mr. Walker, Mr. Menzies, late Sergeant in the Royal Artillery, Mr. Stewart. There is also an Orderly or Messenger attached to the Observatory.

An addition to the Staff is, I understand, contemplated, by establishing Scholarships, in connection with the University of Toronto, of which the holders will be required to act as extra-assistants at the Observatory.

That such an addition is necessary, appears from the considerations:—

- (1.) That our Staff is not so numerous as formerly.
- (2.) That the reductions formerly effected at Woolwich, are now done by the Director and Staff.
- (3.) That the reduction of the Meteorological Observations made at the Grammar Schools, will shortly be added to the business of the Observatory.

The contemplated increase to the Staff will, however, render the establishment as efficient as could be desired.

With respect to the general condition of the Observatory, I have to remark,—

That the personal establishment, omitting the fact of its being rather short-handed, is in a most satisfactory state. The efficiency, zeal, and good conduct of the Assistants is beyond all praise.

The Instruments are, upon the whole, in good working order. Some additions, involving no heavy outlay, will be necessary this year, as well as a few changes in some of the details of arrangement which it is needless to particularize.

The Building is, I regret, in an unfinished state, and the ruinous condition of the cottages of the Assistants call loudly for their speedy renewal.

I stated in the outset what I considered to be the leading object of the observatory; there are however objects of a more local character to be attended to when time and the possession of the requisite data will permit.

Of this kind are,—

- (1.) The solution of the question, whether seasons of a given character recur in a cycle.
- (2.) Whether the cycle is simple or compounded of cycles of various lengths.
- (3.) The length and order of such cycles.
- (4.) An enquiry into the relation subsisting between given Meteorological conditions and Medical Statistics, including the statistics of mortality.
- (5.) A similar inquiry with reference to Agriculture, Horticulture, and to the Animal as well as to the Vegetable Kingdom.

Other inquiries of a practical as well as of a speculative character, might find their solution in a course of diligent observations extended through a long period of years.

The possible realization of these and kindred objects should be taken into account, in estimating the utility of an Observatory, which it would be unfair to measure wholly by more obvious immediate results.

G. T. KINGSTON,
Director.

15th January, 1856.

**REPORT of CONDITION of QUEBEC OBSERVATORY,
1855.**

OBSERVATORY, QUÉBEC, APRIL 24TH, 1856.

Sir,—Before making a Report for the past year, I think it advisable to explain the reasons that induced the Provincial Government to establish an Observatory at Quebec, in order that it may be seen whether the ends for which it was built have been carried out.

It appears from the earnest recommendation of the Harbour Master of Quebec; of the Council of the Board of Trade of Quebec; of a late Commander of the Forces in Canada, Sir Richard Jackson; and of Professor Airy, the Astronomer Royal; that the Observatory at Quebec was built for the express purpose of ascertaining and communicating time accurately to the shipping; and of such consequence is it considered that Mariners may have an easy and certain mode of rating their Chronometer, that lately "Time Observations" have been established in many different parts of the world, in order that the fearful destruction of life and property by shipwreck may be less frequent.

This Observatory was built at a cost of £526 15s. 5d. sterling.

The Instruments consist of a 30-inch Transit and a 42-inch Telescope (which are lent by the Home Government), also two excellent Clocks, one by Dent, and the other by Molyneux; a Barometer and three Thermometers by Negretti and Zambra.

The duties consist in taking the Clock Stars as they pass the Meridian, and keeping the correct time to the nearest tenth of a second, and giving it each day (Sundays excepted) to the Shipping by dropping a Ball.

The Director's Salary, including allowances, is £239 4s. currency.

As an Assistant is absolutely necessary in case the Director is unable from sickness to attend, such an officer has been appointed, at a Salary of £122 10s., currency, and the duties of the Observatory are efficiently carried out by him, and thus, no Ship leaves the Port without an opportunity being given her of rating her Chronometer.

When we consider how small is the amount of science that the general run of Ship Masters are able to acquire, and then remember that a Steam Vessel stops neither in the darkest night nor yet in the densest fog, but proceeds onwards with rail-road speed, it will be clearly understood that it is of the greatest importance that Ships should have every facility in obtaining the right rate of their Chronometers; and the small amount requisite to keep up these establishments in the different parts of the world, dwindles into insignificance when com-

pared with the valuable cargoes, and still more precious lives that are always exposed to the dangers which surround them; and none more fatal than an error in the reckoning.

It will be seen then, that the intention of the Government is fully carried out by the time being given to the shipping by dropping a ball at one o'clock, meantime, at Observatory each day, which affords an easy way of determining the rate of Chronometers without sending them on shore.

Although the intention for which the Observatory was built, in regard to the shipping, is fully carried out, still, had the building been a little larger, so as to admit of the Principal living on the premises, it would have enabled Meteorological Observations to be taken (which are required to be registered every four hours) and by mounting an Equatorial, the establishment would be turned into a first class Observatory. This appears to be very desirable, when it is remembered that there is no Public Astronomical Observatory in Canada, (the Observatory at Toronto being Magnetic) whilst most other countries are contributing to the advancement of Astronomy.

The American Government, by exchanging upwards of one thousand Chronometers with the Observatory at Greenwich, and by the most approved Astronomical methods, have determined the difference of longitude between Harvard College, Boston, and that Observatory, with the utmost possible nicety; and when Dr. Tolderoy, and Professor Jack, of Fredericton, by means of the Electric Telegraph, had obtained the longitude of Fredericton, with probably the same degree of exactness, I lost no time in asking permission to lead the B. A. Telegraph wire into the Observatory, in order that the longitude may be ascertained with an accuracy that could not be expected by any other mode, and after some delay in getting permission from the Royal Engineers, to erect poles and lead the wires across their works, all was ready in November last, for sending signals from one Observatory to the other; and on the night of the 15th November, 1855, the Fredericton Observatory commenced sending second beats from their Sidereal Clock, from the 20th second to the 50th second, and then waiting for 10 seconds; after which a single tap at the even minute was given; and this was continued for ten successive minutes. The first single tap was registered at Quebec, and the taps from the 20th to the 50th second in each minute, enabled us to ascertain the fraction of a second.

The following Table will show the result.—15th November 1855.

	h.	m.	s.
1st Signal sent from Fredericton:—			
Fredricton Sidereal Clock	1	5	0 00
do Clock slow	0	+	15 00
	1	5	15 00
1st Signal received at Quebec Observatory	0	45	34 10
Clock slow	0	+	1 25 64
	0	46	59 74
Difference of Longitude	0	18	15 26

	H.	M.	S.
Then 1st signal sent from Quebec	1	26	0 00
Clock Slow.....	+	1	25 64
	1	27	25 64
1st Signal received at Fredericton	1	45	25 50
Clock Slow.....	0	+	15 00
	1	45	40 50
Difference of Longitude.....	0	18	14 86
do see above	0	18	15 26
Difference of Longitude by means of Reciprocal Signals.....	0	18	15 06
Longitude of Fredericton.....	4	26	33 43
Longitude of Quebec.....	4	44	48 49

From these tables it appears that there is 0.4 of a second in the difference of longitude, by the results obtained at the different ends of the line; and small as this difference may appear, it was nevertheless agreed that further trials should be made in order to clear up the discrepancy; and also, that some novel experiments should be tried to ascertain the rate at which the signals travelled along the line; but unfortunately, just at that time, the submarine cable at Cap Rouge got out of order, and our experiments had to be postponed.

The great advantage to be derived from fitting this Observatory up with a Telegraph Apparatus, is, that the longitude of the principal places in Canada can now be ascertained with an accuracy, and with far less expense than could possibly be expected from any other method in a Country so difficult of Triangulation.

And finally, I may remark that I endeavour to make the Observatory as useful as it is possible to do, with such limited means as are at my disposal; but should it be deemed advisable to enlarge the building, and to fit the establishment with instruments that are requisite for Meteorological Observations, and also with an Equatorial, I shall devote my whole time and energies to the advancement of science.

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

(Signed,) E. D. ASHE,
Lieutenant, Royal Navy,
F.R.A.S.

JOHN LANGTON, Esquire,
&c., &c., &c.

R E T U R N

To an Address of the Honorable the Legislative Assembly, dated the 31st March, 1856, for "a List of all the Members of the Legislative Assembly who have been employed by the Government since the last General Election, as Agents, Commissioners, Advocates, Attorneys, Counsels, Surveyors, Contractors, or otherwise, receiving for such service any Salary, Fee, or other remuneration whatsoever; and also, a statement shewing what sums have been paid to each for the said services."

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Toronto, 9th May, 1856.

MEMORANDUM.

The undersigned Gentlemen have been employed, under instructions issued from this Department and the Crown Law Department, viz.,—Joseph Edouard Turcotte, Esquire, Q.C., for professional services rendered the Seigniorial Tenure Commission, for which he received the sum of £200 currency; the Honorable Jean Chabot, as Seigniorial Tenure Commissioner, receives £2 10s. per day, as salary, and £1 5s. additional when actually travelling; and Dunbar Ross, Esquire, Solicitor General, as Commissioner to inquire into the charges preferred against Louis Archambault, Esquire, Registrar for the County of L'Assomption, received £1 per day for travelling expenses.

PROVINCIAL SECRETARY'S OFFICE,

Toronto, 9th May, 1856.

GOVERNOR'S SECRETARY'S OFFICE,
Toronto, C.W., April 4th, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter of the 3rd instant, and in reply, to inform you that no Member of the Legislative Assembly has, since the last General Election, been employed by this department in any of the capacities set forth in that communication.

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

R. T. PENNEFATHER,
Governor's Secretary.

The Honorable the Provincial Secretary.

INDIAN DEPARTMENT,
Toronto, C.W., April 4, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter of the 3rd instant, and in reply to inform you that no Member of the Legislative Assembly has, since the last General Election, been employed by this Department in any of the capacities set forth in that communication.

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

R. T. PENNEFATHER,
Sup't. Gen.

The Honorable the Provincial Secretary.

EXECUTIVE COUNCIL OFFICE,
Toronto, 4th April, 1856.

Sir,—In reply to your letter of the 3rd instant, requesting me to furnish you a List of all Members of the Legislative Assembly who may have been employed by this Department, since the last General Election, in capacities entitling them to compensation, and the amount of such compensation; I have the honor to state, that services of the nature referred to in your letter have never been rendered to this Department on any occasion.

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

WM. H. LEE,
Clerk, Executive Council.

Honorable G. E. CARTIER,
Provincial Secretary.

CROWN LAW DEPARTMENT,
Toronto, 4th April, 1856.

Sir,—In reply to your letter of the 3rd instant, requesting me to furnish you with a list of all the Members of the Legislative Assembly who have been employed by this Department since the last General Election as Agents, Commissioners, Advocates, Attorneys, Counsels, Surveyors, Contractors, or otherwise, receiving for such service any salary, fee, or other remuneration whatsoever; and also, a statement shewing what sums have been paid to each for the said services, I have the honor to transmit you the accompanying Schedule, showing the names of the gentlemen employed by this Department, in Lower Canada, and the services in which they have been engaged.

I am unable to furnish the second statement required by you, the accounts having been paid by various Departments. The third column indicates the sources from which that information can be obtained.

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

LEWIS T. DRUMMOND,
Attorney General, L.C.

The Honorable G. E. CARTER,
Provincial Secretary, &c., &c., &c.

MEMBERS of the LEGISLATIVE ASSEMBLY employed by the CROWN LAW DEPARTMENT, in LOWER CANADA, since the last GENERAL ELECTION.

NAMES AND PROFESSIONS.	NATURE OF SERVICE.	AMOUNT PAID.
Charles Alleyn, Advocate..	Counsel in certain cases of <i>saisie-arret</i> of monies in hands of Receiver General, and Commissioner of Public Works	<i>(May be ascertained from.)</i> Receiver General. Commissioner of Public Works.
Wm. L. Felton, do, Q.C.	Counsel to conduct criminal proceedings before the Queen's Bench at Sherbrooke	Inspector General.
T. J. J. Loranger do, Q.C.	Counsel before the Seigniorial Court, and Representative of Attorney General in certain criminal matters at Montreal.	Treasurer of Seigniorial Commission, (S. Lelievre, Esquire.)
T. L. Terrill, do, Q.C.	Counsel in certain civil suits before the Superior Court at Sherbrooke	No account rendered.
Jos. E. Turcotte, do, Q.C.	Counsel to conduct criminal proceedings before the Queen's Bench at Three Rivers, and Counsel superintending the making of Schedules under Seigniorial Act, and the collection of Documents for the Seigniorial Court.	Inspector General. Treasurer of Seigniorial Commission.

CROWN LAW DEPARTMENT,
Toronto, April 4th, 1856.

LEWIS T. DRUMMOND,
Attorney General.

(No. 261.)

OFFICE OF ATTORNEY GENERAL FOR UPPER CANADA.

Toronto, April 7th, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter, dated the 3rd instant, requesting me, by command of His Excellency the Governor General, to furnish you,—to be laid before the Legislative Assembly, in compliance with an Address from that body, dated 31st ultimo,—with a list of all the Members of the Legislative Assembly who have been employed by my Department since the last General Election as Agents, Commissioners, Advocates, Attorneys, Counsels, Surveyors, Contractors, or otherwise, receiving for such service any salary, fee, or other remuneration whatsoever; and, also, a Statement, shewing whatsums have been paid to each for the said services, and in reply have the honor to state that the information desired will be found annexed.

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

JOHN A. MACDONALD.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

 SCHEDULE.

CROWN COUNSEL, UPPER CANADA.

1854.—Fall Assizes, Lanark, Renfrew, Prescott, Russell, and Carleton,—G. B. Lyon, Esq., M.P.P., £46 10s.

1855.—Spring and Fall Assizes, Toronto,—Honorable J. Hillyard Cameron, M.P.P., £379 5s.

REVISION OF THE STATUTES, UPPER CANADA.

1855.—Chairman of Commissioners, Honorable J. Hillyard Cameron, M.P.P.

(No. 580.)

RECEIVER GENERAL'S OFFICE,

Toronto, 4th April, 1856.

Sir,—In answer to your communication of 3rd instant, requesting to be furnished with a List of all the Members of the Legislative Assembly who have been employed by this Department since the last General Election, in various capacities, the same to be laid before the Legislative Assembly, in compliance with an Address from that Body, dated 31st ultimo; I have the honor to inform you, that no Member of the Legislative Assembly has been employed by this Department since the above period.

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

E. P. TACHÉ,
Receiver General.

The Honorable GEO. E. CARTIER,
Provincial Secretary, &c., &c., &c.
Toronto.

(No. 41.)

INSPECTOR GENERAL'S OFFICE,
Toronto, 5th April, 1856.

Sir,—In reply to your communication of the 3rd instant, I have the honor to state, that in no instance has any Member of the Legislative Assembly been employed by this Department, since the last General Election, as Agent, Commissioner, Advocate, Attorney, Counsel, Surveyor, Contractor, or otherwise.

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

WILLIAM DICKINSON,
Acting Deputy Inspector General.

The Honorable G. E. CARTIER,
Provincial Secretary, Toronto.

STATEMENT of the NAMES of MEMBERS of the LEGISLATIVE ASSEMBLY, who have been employed as CROWN COUNSEL in LOWER CANADA, since the last General Election of 1854.

NAME.	SERVICE.	Amount.		
		£	s.	d.
W. L. Felton, Q.C. . . .	Conducting the Crown business in the District of St. Francis in September, 1854, and during the trial of Gleeson, <i>et al.</i> , including travelling expenses to Montreal; also, at the Court of Queen's Bench, Sherbrooke, in February and September, 1855; and the Criminal Term at Sherbrooke, in February, 1856	205	10	0
do, do	For Professional Services and attendance out of Terms during 1853 and 1854, District of St. Francis, and part of the District of Montreal It is not stated what proportion is for 1853, and what for 1854.	250	0	0
J. E. Turcotte, Q.C. . . .	Conducting the Crown business at Three Rivers, in September, 1854, and September, 1855	64	6	8
	Total Currency	£ 519	16	8

WILLM. DICKINSON,
Acting Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,
Toronto, 4th April, 1856.

(No. 26.)

INSPECTOR GENERAL'S OFFICE,
CUSTOMS DEPARTMENT,
Toronto, 23rd April, 1856.

Sir,—I have the honor to acknowledge the receipt of your communication of the 3rd instant, and in reply would beg leave to state, that I am not aware that any Member of the Legislative Assembly has been employed by this Department

in any of the capacities mentioned, except that all legal points arising in the course of the administration of this Department have been, and continue to be, referred to the Law Officers of the Crown, who prosecute and defend all suits arising under the Customs Laws of the Province.

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

R. S. M. BOUCHETTE.

The Honorable G. E. CARTIER,
Provincial Secretary,
Toronto, C.W.

CROWN LAND DEPARTMENT,
Toronto, 10th April, 1856.

Sir,—I have the honor to forward to you herewith a Return of the Members of Legislative Assembly who have been employed by this Department since the last General Election, in compliance with a Resolution of the Legislative Assembly, dated 31st March, 1856.

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

JOSEPH CAUCHON,
Commissioner.

The Honorable the Provincial Secretary.

RETURN of the MEMBERS of the LEGISLATIVE ASSEMBLY who have been employed by the DEPARTMENT of CROWN LANDS, since the last General Election in any capacity, shewing the Amounts Paid and the Services rendered, in compliance with a Resolution of the Legislative Assembly, dated 31st March, 1856.

DATE.	N A M E .	SERVICE.	Amount Paid.			
			£	s.	d.	
August 11, 1854..	C. F. Fournier, Esquire, Provincial Land Surveyor	On account of Surveys of Dionne, Chapais, and Lafontaine, under instructions, 9th September, 1852	50	0	0	
May 23, 1855..	do do do ..	On account of do do do ..	50	0	0	
February 19, 1856..	do do do ..	On account of do do do ..	200	0	0	
			£	300	0	0

JOSEPH CAUCHON,
Commissioner.

CROWN LAND DEPARTMENT,
Toronto, 10th April, 1856.

(No. 19167.)

PUBLIC WORKS,
Toronto, 24th April, 1856.

Sir,—In reply to your letter of the 3rd instant, I am directed to inform you, that the only Members of Parliament who have been employed by this Department, since the last General Election, were, G. B. Lyon, Esquire, in the investigation of Titles connected with the Ottawa Works, for which he received the sum of £50; and the Honorable J. Chabot, in examining the claim of the Contractors for the Montreal Court House, for which he has not yet received any remuneration: Mr. Lebel was a Contractor under this Department; but, although money was paid to him since the last Election, it was for work done previously.

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

THOMAS A. BEGLY,
Secretary.

The Honorable the Provincial Secretary.

POST OFFICE DEPARTMENT,
Toronto, 5th April, 1856.

Sir,—In reply to your letter of the 3rd instant, I am desired by the Post-Master General to inform you that since the last General Election no Members of the Legislative Assembly have been employed by this Department as Agents, Commissioners, Advocates, Attorneys, Counsels, Surveyors, Contractors, or otherwise.

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

W. H. GRIFFIN,
Secretary.

The Honorable Provincial Secretary.

ADJUTANT GENERAL'S OFFICE,
Toronto, 5th April, 1856.

Sir,—In reply to your letter of the 3rd instant, I have the honor to acquaint you that no Members of the Legislative Assembly have been employed by this Department as Agents, Commissioners, Advocates, Attorneys, Counsels, Surveyors, Contractors, or otherwise, since the last General Election.

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

DE ROTTENBURG,
Adjutant General.

The Honorable the Provincial Secretary,
Toronto.

BUREAU OF AGRICULTURE AND STATISTICS,

5th April, 1856.

Sir,—I have the honor to acknowledge the receipt of your Communication of the 3rd instant, addressed to the Honorable the Minister of Agriculture, and in reply I beg to inform you that, to the best of my knowledge, no Member of the Legislative Assembly has been employed by this Department since the last General Election in any manner for which a Salary, Fee, or other remuneration was received.

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

WILLIAM HUTTON, —
Secretary.

The Honorable G. E. CARTIER,
Provincial Secretary, &c., &c., &c.

(No. 140.)

AUDITOR'S OFFICE,

Toronto, April 8, 1856.

Sir,—I have the honor to acknowledge receipt of your letter of the 3rd instant, requesting me to furnish you with a list of all Members of the Legislative Assembly who have been employed in this Department since the last General Election. In reply, I beg to state, that no Members of the Legislative Assembly have been so employed.

I have the honor to be,
Your obedient Servant,

JOHN LANGTON,
Auditor.

The Honorable G. E. CARTIER,
Provincial Secretary.

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 14th ultimo praying His Excellency to cause to be laid before the House “a Return of all the Timber Berths assigned
“ to various individuals on the waters flowing into Lakes Huron and
“ Superior, the name of the Locatees, the Localities assigned, and the
“ extent of each Locality, the dates of the assignment, the condition
“ upon which each Locality is held, the sum of money paid upon each
“ Locality by each Assignee, and of any and what Timber Berths are
“ worked, and the Returns made to the Crown Land Department
“ thereon.”

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Toronto, 9th May, 1856.

A.

RETURN of all the TIMBER BERTHS assigned to various individuals on the waters flowing into LAKES HURON and SUPERIOR, the name of the Localities, the Localities assigned, and the extent of each Locality, the dates of the assignments, the condition upon which each Locality is held, the sum of money paid upon each Locality by each Assignee, and of any, and what Timber Berths are worked, and the Returns made to the Crown Land Department thereon; in compliance with an Address of the Honorable the Legislative Assembly.

Names of the Parties to whom Licenses have been granted.	Date of License.	No. of License.	Area in Square Miles.	Name of Locality.	Amount paid on each License.	Whether actually worked.	Returns made to Department, of Timber Dues collected.							
							Names.	Date of Return.	No. of Licenses.		Amount of Dues Collected.		Total Collected.	
									£	s.	d.	£	s.	d.
1855.					£	s.	d.	£	s.	d.				
James H. Wylie	Sept. 24.	1	50	Lake Nipissingue	6	5	0	No Return received						
John S. Dennis	do do.	2	50	River Maganitawang	6	5	0	do						
do	do do.	3	50	do	7	5	0	do						
Charles Jones	do do.	4	30	River Key	7	10	0	do						
George R. Given	do do.	5	40	French River	5	5	0	do						
do	do do.	6	50	Spanish River	6	5	0	do						
do	do do.	7	40	do	5	0	0	do						
George Carswell	do do.	8	25	Severn River	3	2	6	do						
et al.	do do.	9	25	do	3	2	6	do						
Nat. Carswell, et al.	do do.	10	50	Bad River	6	5	0	do						
John B. Gordon	do do.	11	50	do	6	5	0	do						
Thomas Dick	do do.	12	50	Severn River	6	5	0	do						
Walter Moberly	do do.	13	50	do	6	5	0	do						
do	do do.	14	50	do	6	5	0	do						
Andrew Heron	do do.	15	5	Muskoka River	1	0	0	As per Return.	Dec. 31.	14	6000.	125	0	0
W. B. Hamilton	Oct. 8.	15	615		81	0	0	do	do do.	15	6920	187	18	4
Carried over											12620	262	18	4

RETURN of all the TIMBER BERTHS assigned to various Individuals on the waters flowing into LAKES HURON and SUPERIOR, &c.—(Continued.)

Names of the Parties to whom Licenses have been granted.	Date of License.	No. of License.	Area in Square Miles.	Name of Locality.	Amount paid on each License.	Whether actually worked.	Returns made to Department, of Timber DucS collected.				
							Names.	Date of Return.	No. of Licenses.	Saw Logs White Pine.	Amount of DucS Collected.	Total Collected.
<i>Brought over.</i>	1855.		615		£ s. d.					£ s. d.	
W. B. Hamilton	Oct. 8.	16	5	Muskoka River	1 0 0	No Return received		12630		262 18 4	
do	do	17	5	do	1 0 0	do					
do	do	18	5	do	1 0 0	do					
do	do	19	5	do	1 0 0	do					
do	do	20	5	do	1 0 0	do					
do	do	21	30	Black River	3 15 0	do					
do	do	22	15	do	1 17 6	do					
H. P. Savigny, & Co	do	23	25	Muskoka River	3 2 6	do					
do	do	24	25	do	3 2 6	do					
do	do	25	25	do	3 2 6	do					
do	do	26	25	do	3 2 6	do					
do	do	27	25	do	3 2 6	do					
do	do	28	25	do	3 2 6	do					
do	do	29	25	do	3 2 6	do					
do	do	30	25	do	3 2 6	do					
George Kirk	do	31	50	Spanish River	6 5 0	do					
do	do	32	50	River au Sable	6 5 0	do					
do	do	33	50	do	6 5 0	do					
Nat. J. Brown	Nov. 28.	34	50	Perry's Sound	6 5 0	do					
do	do	35	50	Neboguske River	6 5 0	do					
Angus D. McDo-	do	36	15	St. Mary's River	7 10 0	do					
onald Cameron	Dec. 20.	37	40	North of Eldon	5 0 0	do					

Quetton St. George	Jan. 2.	38	50	River Severn	6 5 0	do					
Waddell & Murray	Feb. 13.	39	30	Berriston River	7 10 0	As per Return					
Francis Olemord	do	40	30	Thessalon River	3 15 0	No Return received		550		11 9 2	
do	do	41	30	do	3 15 0	do					
do	do	42	30	do	3 15 0	do					
do	do	43	30	do	3 15 0	do					
do	do	44	25	do	3 2 6	do					
do	do	45	25	do	3 2 6	do					
do	do	46	25	do	3 2 6	do					
do	do	47	25	do	3 2 6	do					
do	do	48	30	River Missipaga	3 15 0	do					
do	do	49	30	do	3 15 0	do					
do	do	50	50	River St. Mary	6 5 0	do					
Bonus at Sale.	do				3 10 0	do					
George Carswell, et al.	do					do					
do	do	51	25	River Severn	3 2 6	do					
do	do	52	25	do	3 2 6	do					
Joseph Smith	do	53	40	River Muskoka	5 0 0	do					
do	do	54	20	do	2 10 0	do					
do	do	55	40	do	5 0 0	do					
do	do	56	20	do	2 10 0	do					
Thomas Steers	March 1.	57	14	Spanish River	1 15 0	do					
Bonus at Sale	do				3 0 0	do					
Thomas Steers	March 1.	58	20	Spanish River	2 10 0	do					
Bonus at Sale	do				2 0 0	do					
Thomas Steers	March 1.	59	8	Spanish River	1 0 0	do					
Bonus at Sale	do				1 0 0	do					
Thomas Steers	March 1.	60	30	River au Sable	2 5 0	do					
do	do	61	30	do	3 15 0	do					
do	do	62	25	Serpent River	3 2 6	do					
do	do	63	25	do	3 2 6	do					
do	do	64	25	do	3 2 6	do					
do	do	65	25	do	3 2 6	do					
do	do	66	25	do	3 2 6	do					
do	do	67	6	Spanish River	1 0 0	do					
do	do	68	18	do	2 5 0	do					
do	do	69	25	do	3 2 6	do					
<i>Carried over</i>			2046		281 12 6			18170	274	7 6	

RETURN of all the TIMBER BERTHS assigned to various individuals on the waters flowing into LAKES HURON and SUPERIOR, &c.—(Continued.)

Names of the Parties to whom Licenses have been granted.	Date of License.	No. of License.	Area in Square Miles.	Name of Locality.	Amount paid on each License.		Whether actually worked.	Names.	Date of Return.	No. of License.	Saw Logs White Pine.	Amount of Dues Collected.		Total Collected.		
					£	s. d.						£	s. d.	£	s. d.	
<i>Brought over</i>	1856.		2046			281	12	6			13170	274	7	6		
Thomas Steers	March 1.	70	30	Spanish River	3	15	0	No return received.								
do	do do.	71	15	do	1	17	6	do								
do	do do.	72	36	do	4	10	0	do								
do	do do.	73	30	do	3	15	0	do								
do	do do.	74	15	do	1	17	6	do								
G. Carswell, et al.	do do.	75	8	do	1	0	0	do								
									Waddell & Murray on Indian Lands.		2200	45	16	8		
			2180			298	17	6			15370	320	4	2	619	1

Note.—There are several cases in which adverse claims having been submitted to the Department, the Licenses could not issue and do not therefore appear in the above Return.

JOSEPH CAUCHON,
Commissioner.

CROWN LAND DEPARTMENT,
WOODS AND FORESTS BRANCH,
Toronto, 28th April, 1856.

B.**COPY of the TIMBER REGULATIONS.**

PROVINCE OF CANADA.

CROWN LANDS DEPARTMENT,

TORONTO, 8th August, 1851.

NOTICE is hereby given, that from and after the date hereof, Licenses agreeably to the accompanying form, will be granted, at all seasons, to cut timber on the Vacant Lands of the Crown, subject to the following Conditions and Regulations, sanctioned by His Excellency the Governor General in Council, by order dated the 7th instant, in addition to the requirements of the Act 12th Vic. cap. 30. And the Regulations of the 5th September, 1840, and 15th March, 1850, are hereby superseded.

1st. Applications for licenses to cut timber on the vacant Lands of the Crown on the River Ottawa and its tributaries from the Gatineau, and the Townships of Hull and Wakefield inclusively, upwards; and the Counties of Lanark, Renfrew, and Carlton, and that part of the Counties of Frontenac, Lennox, and Addington, north of the Townships of Bedford, Hinchinbrook, Kennebec, and Kaladar,—are to be made to A. J. Russell, Surveyor of Crown Timber Licenses, Bytown; and in other parts of the Province to the respective Crown Land Agents.

2nd. Applications must be in writing, distinctly describing the space, or stating the lots of land for which license is required, the applicants furnishing sketches of the limits asked when required, connected with known points, and drawn to scale. No timber berth shall be licensed in unsurveyed lands, exceeding ten miles in length, by five miles in depth, nor exceeding an area of fifty square miles, and half that size in surveyed Townships, in the latter case the lots and ranges to be stated. Berths to be confined to one side of rivers, wherever practicable. All licenses to expire on the 30th of April following the date thereof. Consecutive berths may be held by the same individual.

3rd. The timber cut shall be paid for at the following rates, viz:—

	d.
Oak and Walnut per cubic for	1½
Elm, Birch, Ash, and Tamarac	1
Red Pine, White Pine, Basswood, Cedar, Spruce, &c.	0½
Red Pine Saw Logs, 12 feet long, per log	7
White Pine do, do do	5
Spruce do, do do	2½
Cord Wood (hard) and Lathwood per cord	8
Do (soft) per do	4

Each stick of White Pine to be reckoned as containing 70 cubic feet.

Each stick of Red Pine to be reckoned as containing 38 cubic feet.

All other kinds of wood, as containing 34 cubic feet.

Railroad timber to be taken at actual measurement, provided it does not average more than half the regular size, or on the party exhibiting a contract and specification corresponding with the timber in his raft.

All Saw Logs cut in future upon Public Lands, if exported from the Province, shall be paid for at double the rates mentioned above respectively.

4th. All square timber, logs, deals, boards, or other stuff leaving the Agency in which it is cut in any form, must be submitted to counting or actual measurement whenever required, and statements under oath must be furnished of the

kinds and quantities of timber and logs cut under each license, when required by the Agent for the granting of licenses or other authorized person.

5th. Parties cutting timber on Public Lands before moving any raft or parcel of timber, (whether cut on Public or Private Lands,) from the Agency in which they held license, shall make report thereof to the Collector of Crown Timber Dues or Agent; making, if required, declaration upon oath as to the number of pieces of each kind of wood in each raft or parcel, and the number of cribs: whereupon they shall obtain clearances from the Collector or Agent, stating the number of pieces in each raft—how many, if any, have been satisfactorily proved to be from Private Lands, and on how many, if any, the duties have previously or then been paid; and on the arrival of any such raft for parcel of timber at Quebec, or at any intermediate place or other port, for sale or shipment, the owner or holder of it, shall make report thereof within forty-eight hours to the Inspector of Rafts, Deputy Supervisor of Cullers, or other appointed officer, and in addition to the quantity shewn by the clearance as subject to duty, any surplus timber beyond the number of pieces stated therein, on being ascertained by the Inspector of Rafts, Deputy Supervisor of Cullers, or other authorized officer, shall be held as having been cut upon Crown Lands, and be subject to the payment of duties accordingly.

6th. Parties omitting to report the departure of their rafts or other timber from the Agency in which the held license, or the arrival thereof at Quebec, or other port or place for sale, or shipment within the Province, as before mentioned, shall be refused further license, and be subject to the forfeiture of the timber for evasion of regulations, as provided in section 3rd of 12 Vic. cap. 30.

7th. Hereafter on the issue of License to cut timber on Public Lands, a Ground Rent of two shillings and six pence for every superficial mile licensed, shall be exacted in addition to the established duties; and the deposit on account hitherto levied shall be discontinued. The Ground Rent shall be computed on the nearest approximation to the real areas of the timber berths, but on no license shall it be less than one pound, currency; and no claim for reimbursement of Ground Rent over calculated will be entertained after the issue of license.

8th. The Ground Rent to be exacted on the renewal of license shall be double that of the previous year if the berth has not been duly worked upon,—increasing annually in that proportion while unoccupied, (excepting the year succeeding that in which the license has been first issued, if not in a surveyed Township); reverting to the original rate on the berth being duly occupied; and the making of 500 feet of square timber or 100 saw logs per square mile, shall be considered as due occupation.

9th. No timber berth shall be forfeited for the non-occupation of it, provided the increased Ground Rent on that account be duly paid; but berths on which any increased Ground Rent is evaded by false statements as to occupation, shall, (after the former holder has had an opportunity of being heard in opposition,) be granted to the first applicant pleading such evasion and non-occupation, on or before the 31st May, and proving the same by the certificate of a sworn Surveyor, on or before the 31st July following. If half occupation only be proved, the former holder may retain one half of the berth after it has been equitably divided in the opinion of the Agent,

10th. Vacant berths are to be granted to the first applicants, and be described in the licenses as—"not to interfere with prior licenses, existing, or to be renewed in virtue of Regulations," but applicants for vacant berths must call for license and pay the required Ground Rent (giving satisfactory securities for the payment of all duties that may accrue under the license,) within three months of the receipt of their applications, in the Bytown Timber District, and all other parts of the Province where the lands are not laid out into Townships or other

wise surveyed for settlement, and within one month in those portions of other agencies where the lands are surveyed or otherwise laid out for settlement, otherwise their applications will be void and the berths be grantable to the next applicants in succession. Ground Rent received to be returned to the applicant, should it be found that the berth asked cannot be made good to him.

11th. Licentiates who have complied with all the regulations will be entitled to renewal of the licenses for their berths in preference to other applicants for them, if they apply in writing for such renewal before the 1st of June next ensuing their previous license, and comply with the conditions mentioned in last clause before the 1st November following; failing which, the berths they held will then become vacant, and will be offered for sale on the 10th November following, to the highest bidder making immediate payment, and if not then sold, will be granted to the first applicant thereafter as usual.

12th. When two or more applications are received at the same time for the same ground, it shall be divided between the parties by lot—should any of them wish it to be so, otherwise, the right to the whole is to be determined by lot. But on Rivers where the cost incurred for surveys or other causes may render it suitable, the preference for license for timber berths may be disposed of at such upset price as the Commissioner of Crown Lands may direct, and be awarded in whole, or in part, to the highest bidder at auction making immediate payment, in case of clashing applications of equal right.

13th. In the Bytown Timber District, and all other parts of the Province where the lands are not laid out into Townships, or otherwise surveyed for settlement, when an applicant has been obstructed for a month or more by a prior application, (for the same ground,) that has become void, he is to be allowed one month in addition to the stated period to take out license, provided he applies in writing for such extension of time, within three months after the receipt of his application for license, and in those Localities where, by the 10th clause of these Regulations, one month is the period for which an application is held good, ten days only shall be allowed in addition, in case of ten days or more of obstruction.

14th. When an application cannot be decided upon till the result of some pending survey be known or till it be projected, the applicant is to be allowed three months in the Bytown Timber District, and all other parts of the Province where the lands are not laid out into townships, or otherwise surveyed for settlement, and one month elsewhere, to take out license, after the notification of the result, if in his favor, has been sent to his address; and when the explorations necessary for the preparation of the sketches required by these Regulations, cannot without serious loss be effected without an extension of time, it may, on written application, be granted. Licenses granted on erroneous descriptions or sketches furnished by applicants are to be subordinate to subsequent accurately described licenses, and may be cancelled in whole, or in part, whenever deemed necessary; parties persisting on working under such licenses after being required to desist, will be trespassers and subject to penalties as such.

15th. The Surveyor of Licenses, and the other Crown Timber Agents, shall keep registers of all applications for berths, licenses granted and transfers thereof which, with their plans of licensed limits and vacant ground, shall be open for public inspection; but no applicants shall be entitled to explanation as to applications subsequent to his own, for the same ground.

16th. The Surveyor of Licenses at Bytown and Officers thereunto authorized elsewhere, shall, at the written request of any party interested, issue instructions stating how the boundaries of timber berths should be run to be in conformity with existing licenses. The surveys are to be performed at the expense of the parties requiring them, but the plans, reports, and field notes thereof will be paid

for and kept of record by the Surveyor of Licenses or Agent on their being examined and approved by him.

17th. In all cases of contestation as to the right of berths or the positions of bounds, the opinion of the Surveyor of Licenses at Bytown, or Agent for granting licenses elsewhere, is to be binding on the parties, unless and until reversed by arbitration, within three months after notification of such opinion has been communicated to the parties, or their representatives on the premises, or sent to their address,) or by decision of Court.

18th. To prevent delay and disputes as to arbitrators, it shall only be necessary for the party thinking himself aggrieved by such opinion, to notify in writing to the officer who has given it, his dissent, and the arbitrator he has appointed; it shall then be the duty of the Surveyor of Licenses or other authorized officer to take the place of the arbitrator on the other part, and in the case of their not agreeing as to an umpire, should one be required, the Commissioner of Crown Lands shall appoint one, at the joint expense of the parties on the request of either of them or either of the arbitrators.

19th. Transfers of berths to be in writing, and if not found objectionable by the Crown Land Department or agent for granting of license, to be valid from the date on which they may be deposited in the hands of the latter; but no transfer to be valid till after one season's actual occupation by the party transferring them.

20th. Squatters or other occupants of land without authority, cutting timber or saw logs thereon without license (except for clearing, building, or fencing thereon) or others doing so by their permission, will be subject to the penalties established by law for cutting timber without license.

21st. Persons refusing or evading the payment of Slide Dues or duties on their timber, or the final settlement of bonds for the same before giving it away, or in any default with the Crown Timber Officer or Agent; also persons taking violent possession of disputed grounds before obtaining a decision in their favor, and parties refusing to comply with the divisions of Courts, or of Arbitrators, or the regulations established by Order in Council, or who forcibly interrupt Surveyors, shall be refused further licenses, and their berths become disposable to others on the expiration of their licenses.

22nd. The Collector of Crown Timber Dues or the officer in charge of the Bytown Timber District, may authorize any of the local Crown Land Agents to collect the duties on any timber or saw logs cut under license for local consumption or that may be sent to market, otherwise than by Bytown; and all such Agents whose Agencies, or any part of them, may be within, or adjoining the Bytown Timber District, are authorized to seize any timber or saw logs cut without license within, or passing through their Agencies, on the proceeds of which they shall receive their usual per centage for collection.

23rd. Licenses are to be granted in the annexed form. The clause at the foot thereof must be signed by Licentiate's Securities in place of the bonds formerly taken, and the description of the berth is to be written on the back of the license.

FORM OF LICENSE.

BY Authority of the Provincial Statute 12th Victoria, chapter 30, and Regulations dated eighth August, 1851, and for and in consideration of the payments made, and to be made to Her Majesty:—I do hereby give unto

power and License to cut and unto Agents and Workmen full
 back hereof by upon the location described on the
 and to hold and occupy the said location to the exclusion of all others, except as here- and
 inafter mentioned :—from to the thirtieth
 April, 18 , and no longer ;—with the right of conveying away the said tim-
 ber through any ungranted or waste Lands of
 the Crown :

And by virtue of this License the said Licentiate has right by the said Provin-
 cial Statute, to all timber cut by others in trespass on the ground hereby assigned,
 with full power to seize and recover the same any where within this Province
 aforesaid.

But this License is subject to the following conditions, viz :—

That any person or persons may at all times make and use roads upon, and
 travel over the ground hereby Licensed, and cut and take therefrom any trees
 necessary to make Floats, Traverses, Oars, and Withes for his or their use in raft-
 ing.

That nothing herein shall prevent any person or persons from taking standing
 timber of any kind to be used for the making of roads or bridges, or for public
 works.


And that persons setting under lawful authority or title within the location
 hereby licensed shall not in any way be interrupted by the said Licentiate, or
 any one acting for or by

And further, under condition that the said Licentiate or re-
 presentatives shall comply with all regulations that are or may be established by
 Order in Council, and shall submit all the timber cut under this license to be
 counted or measured, and settle for the duties chargeable thereon, when required
 by me or any officer thereunto authorized,—otherwise the said timber will be
 forfeited to the Crown, and the said Licentiate be subject to such other penalty
 as the Act provides.

Given under my hand, at this day
 of in the year of Our Lord one thousand eight hundred
 and

Ground Rent £.....

—

 We have read and comprehend the nature of the obligations contained in
 this License, and we bind ourselves jointly and severally, and each of our Heirs,
 Executors, Curators, and Administrators, to pay all duties that may become due
 and payable to Her Majesty, Her Heirs or Successors, on any timber cut or ac-
 quired by virtue of this license in the event of the above named Licentiate failing
 or refusing to pay the same, or to give satisfactory bonds for the payment there-
 of.

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

R E T U R N

To AN ADDRESS from the Legislative Assembly to His Excellency the Governor General, dated 5th instant, praying His Excellency to cause to be laid before the House, "A Return of the Amounts due in each year, since the Sale of the Government Roads,—the date of the several payments " on account thereof,—and the amount due and unpaid on the 31st December 1855."

By Command,

GEO. ET. CARTIER,
Secretary.

Secretary's Office,
Toronto, 12th May, 1856.

STATEMENT of the Amounts due in each year since the Sale of the Government Roads, the date of the several Payments on account thereof ; and the Amounts due and unpaid, on the 31st December, 1855.

ROADS.	1851.		1852.		1853.		1854.		1855.		Amount due and unpaid on the 31st December, 1855.
	Date and amount due.	Date and amount received.	Date and amount due.	Date and amount received.	Date and amount due.	Date and amount received.	Date and amount due.	Date and amount received.	Date and amount due.	Date and amount received.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
Dundas and Waterloo.....	April 15..... 650 0 0	April 19..... 650 0 0	April 15..... 650 0 0	July 5..... 650 0 0	April 15..... 617 10 0	January 31..... 1300 0 0	April 15..... 585 0 0	April 15..... 552 10 0	April 15..... 552 10 0	May 7..... 552 10 0	4322 10 0
	October 15..... 650 0 0	November ? 650 0 0	October 15..... 1850 0 0	Deor. 23..... 640 0 0	October 15..... 1917 10 0	Nov. 19..... 617 10 0	October 15..... 1885 0 0	October 15..... 1852 10 0	October 15..... 1852 10 0		
Hamilton and Brantford...	April 15..... 677 10 0	April 16..... 677 10 0	April 15..... 677 10 0	June 11..... 681 15 0	April 15..... 643 12 6	January 10..... 1365 0 0	April 15..... 690 15 0	April 15..... 675 17 6	April 15..... 675 17 6		5091 5 0
	October 15..... 677 10 0	October 30..... 678 8 6	October 15..... 2037 13 6	October 25..... 677 10 0	October 15..... 1998 12 6	October 27..... 1998 12 6	October 15..... 1084 15 0	October 15..... 1930 17 6	October 15..... 1930 17 6		
Hamilton and Port Dover...	April 15..... 192 10 0	July 7..... 192 10 0	October 15..... 577 10 0	August 21..... 192 10 0	October 15..... 182 17 6	January 12..... 385 0 0	April 15..... 173 5 0	April 15..... 163 12 6	April 15..... 163 12 6	Jan. 15..... 250 0 0	1103 15 0
	October 15..... 307 10 0		April 15..... 307 10 0	August 19..... 922 10 0	April 15..... 307 10 0	October 10..... 182 17 6	October 15..... 558 5 0	October 15..... 307 10 0	October 15..... 307 10 0		
Kingston and Napance	October 15..... 307 10 0		October 15..... 307 10 0	Decr. 13..... 307 10 0	October 15..... 307 10 0	Dec. 8..... 615 0 0	April 15..... 397 10 0	October 24..... 307 10 0	October 15..... 307 10 0	Jan. 8..... 307 10 0	615 0 0
	April 15..... 152 10 0	April 14..... 165 0 0	April 15..... 152 10 0		April 15..... 144 17 6	June 24..... 144 17 6	October 15..... 137 5 0	April 15..... 129 12 6	April 15..... 129 12 6		
London and Brantford.....	October 15..... 152 10 0	October 23..... 150 0 0	October 15..... 457 10 0	Novr. 24..... 610 0 0	October 15..... 440 17 6	Dec. 12..... 144 17 6	October 15..... 442 5 0	October 15..... 434 12 6	October 15..... 434 12 6	February 3..... 197 0 0	1006 15 0
	March 1..... 112 10 0	March 11..... 112 10 0	March 1..... 112 10 0	May 22..... 225 0 0	March 1..... 112 10 0	March 28..... 112 10 0	March 1..... 112 10 0	March 1..... 112 10 0	March 1..... 112 10 0		
London and Port Stanley ...	September 1..... 112 10 0		September 1..... 112 10 0	Dec. 15..... 112 10 0	September 1..... 112 10 0	March 28..... 112 10 0	September 1..... 112 10 0	September 1..... 112 10 0	September 1..... 112 10 0	Jan. 31..... 225 0 0	112 10 0
	April 15..... 115 0 0	July 24..... 115 0 0	April 15..... 115 0 0		April 15..... 115 0 0	April 27..... 115 0 0	April 15..... 115 0 0	April 15..... 115 0 0	April 15..... 115 0 0		
Port Hope and Rice Lake...	October 15..... 115 0 0		October 15..... 115 0 0	Dec. 14..... 345 0 0	October 15..... 115 0 0	Dec. 8..... 115 0 0	October 15..... 115 0 0	October 15..... 115 0 0	October 15..... 115 0 0	April 25..... 345 0 0	115 0 0
	April 15..... 1877 10 0	April 14..... 1877 10 0	April 15..... 1877 10 0	May 6..... 1877 10 0	April 15..... 1783 12 6	January..... 3755 0 0	April 15..... 1689 15 0	April 15..... 1695 17 6	April 15..... 1695 17 6		
Toronto	October 15..... 1877 10 0	October 21..... 1877 10 0	October 15..... 5632 10 0	Nov. 9..... 1877 10 0	October 15..... 5538 12 6	Dec. 16..... 1783 12 6	October 15..... 5444 15 0	October 15..... 5350 17 6	October 15..... 5350 17 6	April 19..... 1689 15 0	10701 15 0

WM. DICKINSON,
Acting Deputy Inspector General.

Inspector General's Office,
Toronto, 10th May, 1856.

TORONTO:-

PRINTED BY JOHN LOVELL, YONGE STREET.

TORONTO: JOHN LOVELL, YONGE STREET.

RETURN

TO AN ADDRESS, from the Legislative Assembly, to His Excellency the Governor General, dated the 5th inst., praying His Excellency to cause to be laid before the House, " a Return of the
 " Explorations and Surveys made within the last year in the
 " Territory lying to the North of the Counties of Peterborough
 " and Victoria, with the Reports made by the Surveyors employed on that service, shewing the Roads proposed to be
 " opened, with the extent of lands embraced in such Survey or
 " Exploration, and the quality of the same, and the quantity
 " thereof fit for Agricultural purposes."

By Command,

E. A. MEREDITH,
 Assistant Secretary.

Secretary's Office,
 Toronto, 27th May, 1856.

CROWN LANDS DEPARTMENT,
 Toronto, 23rd May, 1856.

SIR,—In compliance with the request conveyed in your letter of the 8th instant, copies of the reports of progress of the exploring and surveys made within the last year, in the territory lying to the north of the Counties of Peterboro' and Victoria, by Provincial Land Surveyors, Read and Dean, are enclosed herewith for the information of the Legislative Assembly. As the surveys are not yet completed, the required information respecting the extent and quality of the land explored cannot be given.

I have the honor to be,

Sir,

Your most ob't. servt.,

JOSEPH CAUCHON,
 Commissioner of Crown Lands.

The Honble. George Et. Cartier,
 Provincial Secretary,
 &c., &c., &c.

Honble. Joseph Cauchon,
Commissioner of Crown Lands.

SIR,—I herewith forward the returns of the exploring line laid out by me from Burleigh Rapids, according to your last instructions, dated the 13th June last.

And beg to report that on the 1st of September last, I left Peterboro' for Burleigh Rapids, having two days previously sent forward twenty-five hundred weight of supplies with the party, a quantity I considered amply sufficient to take us through to the York branch of the Madawaska, where I had been informed that a fresh stock could be obtained.

I regret to say that from the extreme difficulties, and consequent unavoidable delays which I encountered, it was totally out of my power to get to the Madawaska, being obliged to return before completing the twenty-sixth mile, and not having any means of procuring a fresh stock of supplies by which to continue on. The general character of the country through which I passed, as well as that examined by my explorers, is a constant succession of very steep granite ridges, in some places totally void of vegetation, but generally, with a growth of poor pine and hemlock; those ridges lie in a north easterly direction, therefore crossing the line of the granite country which lies north westerly, in very many places those ridges might be termed cliffs, being so very precipitous, and from one hundred to one hundred and fifty feet high, rendering it not only very tedious but dangerous to pass over, especially with back loads, in fact, we were often obliged to make a considerable circuit when forwarding the supplies.

I also had fourteen lakes to cross, by rafting, being generally impossible to get round them from the ruggedness of the country about them; between the ridges there is occasionally a narrow stripe of swampy land with tamarack timber, and in a few places a more extensive marsh or beaver meadow, the general route is totally unfit for a road line or for cultivation.

Shortly before reaching the last lake, (Eels,) I perceived indications of the granite country ceasing; at half a mile after crossing the lake I arrived in excellent farming land, soil deep, of a rich red sandy loam, timber, maple, beech, bass and some pine, and which I have every reason to believe is extensive, particularly to the eastward.

I returned a considerable part of the way by Eels River, and had opportunities of examining the country through which it runs, and found a considerable amount of land fit for settlement to within a short distance of Burleigh Rapids, and I am convinced that is the only route through which a road line can be formed.

The expense incurred, when compared with the length of country explored, will appear very great, but it must be considered that I had no water communication by which to assist with canoes in getting along my supplies any part of the way, so many small lakes to cross and rafts to make, instead of an assistance, a very great cause of delay, together with the extreme ruggedness of the country, taking upon the whole, about two-thirds of the time in moving camp and supplies, and, also, forcing me to move camp much more frequently than I otherwise should have done; also an unusual amount of wet weather, altogether, made it a very onerous, tedious business, without any possible means of lightening it; all of which is respectfully submitted by

Your obedient servant,
(Signed,)

JOHN REID,
Provincial Land Surveyor.

Peterboro' 14th February, 1856.

Certified true copy.

JOSEPH CAUCHON,
Commissioner of Crown Lands.

Crown Lands Department,
Toronto, 19th May, 1856.

To the Honorable Joseph Cauchon,
Commissioner of Crown Lands.

SIR,—In compliance with instructions dated the 14th November, 1854, I have surveyed an exploration or guide line from the north-east corner of Somerville to Mr. Bell's line, on an astronomical course N. $21^{\circ} 51'$, $50''$ W., and explored the Country on each side four or five miles; the plan and returns thereof are herewith furnished.

The first section, extending from the starting point at the north east corner of Somerville to $6\frac{1}{2}$ miles on the main line,—the land is of a rough undulating character with occasional valleys, and patches of good sandy loam soil; the prevailing timber is hardwood, intermixed hemlock and pine.

The next section extending from $6\frac{1}{2}$ miles to 12 miles,—the land is generally of a good description and the soil being composed of a sandy loam, and comparatively free of stone, it is well watered and fit for compact settlement.

The next section extending from the 12th to the 18th mile is tolerable land, more stony and undulating than the last section, soil the same as above described, the timber hardwood, mixed with pine and hemlock.

The next section extending from the 18th mile to Mr. Bell's line, the land on the east side of the line is the same as the last section, but on the west side the land is more hilly, stony and hemlocky.

The whole line with some few deviations affords a good direct and practicable site for a road.

The country generally with the exception of the section between the north boundary of Somerville and Gull Lake is adapted for settlement; the whole is well watered being very much intersected by streams, rivers and lakes; those of the latter, which are connected by the great chains of water abound with maskinongé, white fish and salmon trout; falls and rapids are very numerous on these waters, affording great facilities for working machinery by water power.

Believing that a colonization road would greatly facilitate and hasten the settlement of this extensive tract, I have on returning home, located a road from Mr. Bell's road to $18\frac{1}{2}$ miles on the main line, where I deemed it advisable to suspend the location of the road, till I have explored the country from Gull Lake to Muskoko River, for in the event of a road being practicable or deemed necessary from the north-east corner of Somerville to Muskoko, economy would suggest having one main road to Gull River above the head of Gull Lake, and two branches from there, one to Mr. Bell's road at the Muskoko River, and the other to Mr. Bell's road at the head of Little Coshogwignog Lake.

In concluding my report on this line I would earnestly recommend the immediate construction of a road from Fenelon Falls to Mr. Bell's road at the head of Little Coshogwignog Lake, as I am fully convinced that a road communication into the interior is the only means of settling this extensive tract and developing its resources.

I have also surveyed an exploration line from near the north-east corner of Somerville to Gull Lake, on an astronomical course N. $65^{\circ} 51'$, $40''$ W., 6 miles and 27 chains, and explored the country for the space of four or five miles on each side, in half mile sections.

For the first two miles the country to the north-east of the line is very rough and undulating, the naked granite rock appearing at intervals, the soil is sandy, and the timber a mixture of hardwood, hemlock and pine in equal proportions, the hardwood consists of maple, beech and birch, and the pine though large is scrubby and of a poor quality, on the south-west of the line the land is tolerably good, less stony, and better pine timber, a large tamarac swamp occurs on this section extending to the north boundary of Somerville, it is too wet to be of any value; on leaving the small lake at the two mile post, a narrow belt of very good land is passed through, extending south-westerly to lots 7 and 8 in the 14th concession of Somerville.

The line then passes through a very rough rocky section, about a mile and a half in breadth, timbered with a growth of stunted hemlock, spruce and pine, with scarcely any soil, the granite appearing at the surface, or merely covered with moss.

The line then intersects a beaver meadow, the land on either side being rough and stony, the timber a mixture of hardwood and hemlock; for the next mile the line passes through a section of country very undulating and stony, the timber is a mixture of hardwood and pine, the latter of a good quality; from this point to near the margin of Gull Lake, the land on the line and to the north of it, is rough and stony and intersected with several high ridges; on the south of the line on this section there is a tract of table land of good quality, the soil being loamy and the timber hardwood of a large size, mixed with hemlock and pine; adjoining the lake on the east side of Miners bay, there is a narrow valley of good land, of a clay soil and hardwood timber.

The route generally from the north-east corner of Somerville to Gull Lake is impracticable for a road, owing to its roughness, as well as Gull Lake presenting a permanent obstacle; this locality is very unproductive, and holds out but few inducements to the settler, while to the hunter or sportsman its resources are inexhaustible, there being abundant signs of Beaver and Otter in the small lakes and creeks, Martin and Mink are caught in great numbers, and the hardwood ridges abound with Deer.

There is a very current tradition existing among the Indians formerly resident on Balsam Lake, that there is a very valuable mine of lead and silver in the vicinity of Miner's Bay in Gull Lake, and so late as the beginning of the present century, numerous and valuable specimens were easily obtained by the fur traders; the secret was only known by the chief and his immediate successor, but, owing to the unconquerable steadfastness of the Indians, and their well known aversion to reveal to white men the locality of mines, the place has remained undiscovered. The currency of this tradition, as well as mineral indications in the rocks on the margin of Gull Lake, induced some parties, in 1850, to make mineral explorations; they blasted great quantities of granite rock, but no traces of lead or silver were discovered; however, a specimen sent to England from their "diggings," and tested in the laboratory of an ancient chemical manufacturing firm in Newcastle, was pronounced to be a very pure specimen of "iron pyrites," the best that had come under their observation.

I will continue the report after completing these explorations.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

M. DEANE, P.L.S

(Certified true copy.)

JOSEPH CAUCHON,

Commissioner of Crown Lands.

Crown Lands Department,
Toronto, May, 1856.

R E T U R N

To an Address from the Legislative Assembly of the 28th ultimo, for names of all Public Officers to whom an advance of two months' Salary was made, on the occasion of the removal from Quebec to Toronto, and the amount of the advance.

By Command.

T. LEE TERRILL,

Secretary.

SECRETARY'S OFFICE,

Toronto, 26th May, 1856.

STATEMENT of the Names of all Public Officers to whom an Advance of Two Months' Salary has been made, on the occasion of removing from Quebec to Toronto, and the Amount so advanced to each of them, with the date such advance was paid, and not refunded.

NAME OF PUBLIC OFFICER.	DEPARTMENT.	Date of Advance.	Amount Advanced.			
			£	s.	d.	
Viscount Bury	Governor General's	September, 1855..	125	0	0	
Henry Cotton	Secretary's Office.....	do, do ..	07	1	8	
Philip St. Hill.....	do do	do, do ..	17	7	4	
George Boxall.....	do do	do, do ..	15	12	6	
George Smith.....	do do	do, do ..	7	2	11	
J. Wingfield	do do	do, do ..	3	16	3	
E. Parent.....	Provincial Secretary's Office.....	do, do ..	110	0	0	
E. A. Meredith	do do	do, do ..	93	6	8	
T. D. Harington	do do	do, do ..	76	13	4	
Thomas Ross	do do	do, do ..	55	0	0	
H. Jarmy	do do	do, do ..	55	0	0	
A. R. Roche	do do	do, do ..	41	13	4	
S. Tétu	do do	do, do ..	50	0	0	
W. H. Jones	do do	do, do ..	45	0	0	
Grant Powell	do do	do, do ..	07	1	8	
H. E. Steele	do do	do, do ..	50	0	0	
C. J. Birch	do do	do, do ..	45	0	0	
G. S. Bertrand	do do	do, do ..	26	0	10	
J. Dorr	do do	do, do ..	15	12	6	
J. N. Fradet	do do	do, do ..	15	12	6	
John Gow	do do	do, do ..	17	7	2	
H. R. Glackemeyer	do do	do, do ..	26	0	10	
L. Valiquette	do do	do, do ..	15	5	0	
A. Regnier	do do	do, do ..	15	5	0	
<i>Carried over</i>			£	1055	19	6

STATEMENT of the Names of all Public Officers to whom an Advance of Two Months' Salary has been made, &c.—(Continued.)

NAME OF PUBLIC OFFICER.	DEPARTMENT.	Date of Advance.	Amount advanced,		
			£	s.	d.
	<i>Brought over</i>	September, 1855..	1055	19	6
Thomas Amiot	Registrar's Office	do, do ..	76	13	4
William Kent	do do	do, do ..	50	0	0
George H. Lane	do do	do, do ..	50	0	0
A. Belanger	do do	do, do ..	22	17	6
M. Valiquette	do do	do, do ..	15	12	6
C. E. Anderson	Receiver General's Office	do, do ..	93	6	8
Theo. Dufort	do do	do, do ..	67	1	8
J. B. Stanton	do do	do, do ..	53	0	0
G. C. Reiffenstein	do do	do, do ..	55	0	0
L. T. Dufresne	do do	do, do ..	41	13	4
F. Braun	do do	do, do ..	41	13	4
F. Casault	do do	do, do ..	15	12	6
William Hedge	do do	do, do ..	53	0	0
J. F. Pellant	do do	do, do ..	45	0	0
C. W. Shay	do do	do, do ..	38	0	5
J. Irwin	do do	do, do ..	15	5	0
William Dickinson	Inspector General's Office	do, do ..	67	1	8
D. A. Ross	do do	do, do ..	67	1	8
M. Ryan	do do	do, do ..	50	0	0
N. Godard	do do	do, do ..	60	0	0
J. Drysdale	do do	do, do ..	45	0	0
A. Cary	do do	do, do ..	41	13	4
W. C. Crofton	do do	do, do ..	36	9	2
J. A. Kavanagh	do do	do, do ..	38	2	6
C. Green	do do	do, do ..	38	2	6
F. G. Scott	do do	do, do ..	38	2	6
R. S. M. Bouchette	Customs' Branch	do, do ..	93	6	8
H. H. Duffill	do do	do, do ..	45	0	0
J. R. Audy	do do	do, do ..	50	0	0
J. A. Green	do do	do, do ..	50	0	0
J. M. Muckle	do do	do, do ..	50	0	0
J. W. Peachy	do do	do, do ..	38	2	6
David Ryan	do do	do, do ..	15	12	6
Patrick Ryan	do do	do, do ..	3	15	0
T. Lannen	do do	do, do ..	15	5	0
P. Sheppard	do do	do, do ..	30	10	0
William H. Lee	Executive Council	do, do ..	93	6	8
William A. Himsworth	do do	do, do ..	76	13	4
M. A. Higgins	do do	do, do ..	50	0	0
F. Vallerand	do do	do, do ..	50	0	0
O. Coté	do do	do, do ..	50	0	0
M. Naughton	do do	do, do ..	15	12	6
James Ryan	do do	do, do ..	15	12	6
F. W. Himsworth	do do	do, do ..	38	2	6
Thomas Burn	do do	do, do ..	38	2	6
William Hutton	Bureau of Agriculture	do, do ..	76	13	4
E. Campbell	do do	do, do ..	60	0	0
N. F. Laurent	do do	do, do ..	50	0	0
P. DeGuise	do do	do, do ..	45	0	0
D. McLeod	do do	do, do ..	41	13	4
M. Fiset	do do	do, do ..	15	12	6
J. Johnston	do do	do, do ..	15	12	6
	<i>Carried forward</i>		£ 3895	2	5

STATEMENT of the Names of all Public Officers to whom an Advance of Two Months' Salary has been made, &c.—(Continued.)

NAME OF PUBLIC OFFICER.	DEPARTMENT.	Date of Advance.	Amount Advanced.		
			£	s.	d.
	<i>Brought forward</i>		3895	2	5
L. T. Drummond	Attorney General's Office	November, 1855..	208	6	8
George Futvoye	do do	September, do ..	83	6	8
George Baby	do do	do, do ..	31	5	0
John Brown	do do	do, do ..	10	8	4
G. F. DeRottenburg	Adjutant General of Militia	do, do ..	125	0	0
D. McDonell	do do	do, do ..	83	6	8
A. De Salaberry	do do	do, do ..	83	6	8
R. Berry	do do	do, do ..	45	0	0
C. Petitclair	do do	do, do ..	38	10	10
P. L. McDonnell	do do	do, do ..	31	5	0
H. Smeaton	do do	do, do ..	15	12	6
J. G. Irvine	do do	do, do ..	60	0	0
H. H. Killaly	Department of Public Works	December, do ..	160	0	0
Thomas A. Begly	do do	September, do ..	108	15	0
William B. Lindsay	Legislative Assembly	do, do ..	83	6	8
William B. Lindsay, junior	do do	do, do ..	66	13	4
G. W. Wickstead	do do	do, do ..	83	6	8
D. McDonell	do do	do, do ..	16	13	4
René Kimber	Legislative Council	do, do ..	16	13	4
	Total	£	4740	19	1

INSPECTOR GENERAL'S OFFICE,
Toronto, 10th May, 1856.

WILL. DICKINSON,
Acting Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,
Toronto, 10th May, 1856.

RETURN shewing the Names of the Officers of the POST OFFICE DEPARTMENT to whom an Advance of Two Months' Salary has been made, on the occasion of removing from Quebec to Toronto, and the amount so advanced to each of them, with the date such advance was paid.

NAMES OF OFFICERS.	The Amount advanced.			Date on which such Advance was paid.
	£	s.	d.	
SECRETARY'S OFFICE.				
W. H. Griffin				Advance not taken.
E. F. King	60	0	0	October 31st, 1855.
C. R. Griffin	48	0	0	do 1st, do.
H. S. Weatherley	37	10	0	do 1st, do.
W. G. Sheppard	33	6	8	do 1st, do.
J. C. Stewart				Advance not taken.
John Ashworth	60	0	0	October 1st, 1855.
ACCOUNTANT'S OFFICE.				
E. J. King	83	6	8	October 1st, 1855.
R. M. Julyan	50	0	0	do 2nd, do.
E. C. Hayden	48	0	0	do 2nd, do.
D. M. Wright				Advance not taken.
R. Oliver	41	13	4	October 1st, 1855.
D. Lawson	45	16	8	September 25th, 1855.
J. Audette	31	5	0	October 1st, 1855.
J. Brophy	25	0	0	November 30th, 1855.
DEAD LETTER OFFICE.				
J. T. McCuaig	50	0	0	October 1st, 1855.
J. McDonagh	20	16	8	do 1st, do.
MONEY ORDER OFFICE.				
P. LeSueur	83	6	8	September 29th, 1855.
W. White	45	0	0	do 29th, do.
P. Holt	33	6	8	do 29th, do.
C. R. Mackenzie	23	6	8	October 1st, do.
G. S. Mason	25	0	0	September 29th, do.
John Henifin	18	15	0	October 5th, do.

POST OFFICE DEPARTMENT,
Toronto, 14th May, 1856.

W. H. GRIFFIN,
Secretary.

STATEMENT shewing the Names of the Officers of the Department of PUBLIC WORKS to whom an Advance of Two Months' Salary was made; also, the Amount and Date when such Advance was paid.

NAMES.	Date when Advanced.	Amount.		
		£	s.	d.
Honorable H. H. Killaly	October 1st, 1855	150	0	0
Thomas A. Begly	do do, do	108	15	0
F. P. Rubidge	September 21st, 1855	76	18	4
Struthers Strang	do do, do	67	1	8
James Turnbull	do do, do	54	18	0
Charles D. Shanly	do 26th, do	55	0	0
Joseph Guy	do 21st, do	41	18	4
J. W. Harper	do do, do	41	13	4
Patrick Owens	October 5th, do	15	12	0
Michael Walsh	September 27th, do	19	15	10

RETURN of the Officers of the CROWN LANDS DEPARTMENT, to whom an Advance of Two Months' Salary was made on the 22nd September, 1855, on removing from Quebec to Toronto, in compliance with a Resolution of the Legislative Assembly.

BRANCH.	NAME.	Amount.		
		£	s.	d.
Accounts	W. Ford	67	1	8
	J. Alley	50	0	0
	C. T. Walcot	45	0	0
	B. Powell	31	5	0
Correspondence, West	P. M. Partridge	38	15	0
	J. C. Tarbutt	67	1	8
	A. Kirkwood	36	9	2
	A. J. Taylor	29	3	4
Correspondence, East	E. A. Genereux	60	0	0
	T. Hammond	36	9	2
	V. E. Tessier	36	9	2
	T. D. Dugal	31	0	0
Accounts, East	T. Chassé	31	0	0
	W. F. Collins	67	1	8
	T. Cherrier	36	9	2
	Late Surveyor General's Office	76	13	4
Surveys, West	Thomas Hector	62	5	10
	H. J. Jones	50	0	0
	F. T. Roche	36	9	2
	F. A. Hall	36	9	2
	A. Russell	76	13	4
	T. Devine	41	13	4
Surveys, East	J. Prendergast	31	0	0
	J. Bouchette	76	13	4
	C. T. Fletcher	41	13	4
	G. G. Dumlevie	37	10	0
	J. B. Raymond	33	6	8
	J. F. Bouchette	35	13	0
Jesuits' Estates and Queen's Domain	E. Caizac	27	2	6
	P. Legaré	62	10	0
	F. T. Judah	41	13	4
	L. R. Fortier	31	0	0
Woods and Forests	W. McD. Dawson	67	1	8
	J. Tolmie	50	0	0
	S. P. Bauset	31	0	0
	L. A. Robitaille	31	0	0
Secretary	L. J. Roy	58	6	8
Registrar	J. Morphy	45	0	0
Messengers	J. Bradshaw	15	12	6
	G. Fisher	15	12	6
	J. Innes	15	12	6
	E. Dumoutier	15	12	6
Total	£	1806	9	8

JOSEPH CAUCHON,
Commissioner.

CROWN LANDS DEPARTMENT,
Toronto, 13th May, 1856.

TABLE compiled from the RETURNS of the CLERKS
Victoria, chapter

Number.	Number of Counties and Cities.	Number of Persons Assessed.		Total amount of Assessed value of Real and Personal Property.		Total of Real
		1854.	1855.	1854.	1855.	1854.
				£	£	£
1	Brant	4106	4448	1487388	1815479	876294
2	Elgin	5048	5198	1071773	1576148	918217
3	{ Prescott Russell			510000*	560000	
4	Lambton		4484	616744	928608	
5	{ Stormont Dundas Glengarry	7509	7855	1267184	1825988	1078590
6	Carleton	5521		1107797	1150000	926112
7	{ Leeds Grenville	9110	9159	1418948	1762469	1180651
8	Norfolk	3797	4024	1008878	1205099	884258
9	{ Lanark Renfrew	4408		650000*	985985	505471
10	{ Frontenac Lennox Addington	7387	7857	1610652	1628608	1387181
11	Hastings	6356	7384	1823262	1675177	
12	Prince Edward	3848	3850	920839	958521	818607
13	Haldimand	3438	3568	941035	1018844	817096
14	{ Northumberland Durham	11884	11762	3076516	3983148	2590758
15	{ Peterborough Victoria	5028	5876	955127	1402276	818672
16	Ontario		5260	1278977	1784368	
17	{ York Peel	16708	7879	3260855	3888214	5496899
			3872	1548018	1628901	
18	Simcoe		5248	1053828	1255426	
	Carried over			£ 25046761	29429099	

Note.—The Entries marked with an Asterisk were not returned

of the COUNCILS in UPPER CANADA, under 16
163, section 2.

Value Property.	Total Value of Personal Property.		Number of Acres Assessed.		Average value per Acre.		Total amount of Taxes imposed by By-Laws of the Municipalities.	
	1855.	1854.	1855.	1854.	1854.	1855.	1854.	1855.
£	£	£					£	
1110970	196665	174820	212788	218445	82s. 4½d.	104s. 1½d.	4975	11858
1861731	165294	162677	427408	438753	42s. 8½d.	62s. 9½d.	3694	8068
				* 414416				
857852		65756		622596		27s. 6d.		9202
1105142	202238	255195	732415	734439	29s. 3¼d.	30s. 1d.	4006	4000
	161706		476180*	574520	38s. 11½d.		4968	
1500184	388515	310842	721804	728770	32s. 8½d.	41s. 2d.	6804	18252
1038011	127155	139974	356239	364730	49s. 7½d.	56s. 11d.	2496	5855
	117384		526995*	537586	10s. 2½d.		3295	
1473951	211878	197698	549189	605942	51s. 3½d.	50s. 8½d.	3436	9889
1518691		137211		476708		68s. 8½d.	2022	5071
835068	106413	118705	232652	232700	69s. 11d.	71s. 10d.	1536	1835
879530	123039	131689	280395	289234	58s. 3½d.	60s. 9½d.	2129	2694
3250968	865075	616951	796515	788632	65s. 0½d.	82s. 5½d.	11350	18821
1087834	139843	161753	708649	721389	25s. 1½d.	30s. 1½d.	3864	6434
1346693		218765	481570	460411		59s. 6d.		6715
3109804		337074	515342	476692		130s. 5½d.		9057
1483279	682761	145622	279743	280548	86s. 1d.	102s. 8d.		5576
1131338		121632		805745		23s. 1d.		12405
				9762256				

by the County Clerks, but are taken from the best authorities.

TABLE compiled from RETURNS of the CLERKS of the COUNCILS in UPPER CANADA, &c.—(Continued.)

Number.	Total Income from all sources.		Total Expenditure.		Total Liabilities.		Total Assets.		Estimated population. — January, 1856.
	1854.	1855.	1854.	1855.	1854.	1855.	1854.	1855.	
	£	£	£	£	£	£	£	£	
1	.....	12970	5278	11402	2916	18608	.....	109625	26872
2	4934	.....	8474	19612	.....	38968	23783	.....	30416
3	.....	.....	.....	.....	.....	.....	.....	.....	{ 14028 6184
4	.....	.....	.....	8194	.....	.....	.....	.....	17796
5	5027	5499	5801	6623	3743	3145	2810	4463	{ 18044 17844 22836
6	2211	.....	6827	.....	35054	.....	3350	.....	30540
7	9076	23992	9467	23094	18445	108461	36346	46996	{ 39064 26456
8	2496	5950	2997	5950	3230	.....	7981	.....	27884
9	1800	.....	2270	.....	264	.....	66022	.....	{ 28824 13468
10	7789	21054	4562	19101	3249	24986	1618660	22197	{ 21084 9148 13688
11	11330	30830	11566	27964	3750	38816	1944	33231	41616
12	2520	3393	2121	2773	.....	.....	3599	3464	22656
13	4028	5414	3390	2418	7110	7520	9120	10385	21660
14	73883	126654	75260	118586	125683	434042	340611	441108	{ 36124 38456
15	.....	6655	1734	6594	2525	3530	13874	.....	{ 20276 16752
16	.....	3745	.....	6255	.....	455	.....	2972	36520
17	.....	3169	.....	6651	.....	1138	.....	3794	{ 61572 27568
	.....	3209	.....	10528	.....	4267	.....	38400	
18	.....	9155	.....	2868	.....	882	.....	2780	35712
.....	.....	.....	.....	19727	.....	57325	.....	58339	.....

TABLE compiled from the RETURNS of the CLERKS of the COUNCILS
in UPPER CANADA, &c.—(Continued.)

Number.	Number of Counties and Cities.	Number of Persons Assessed.		Total amount of Assessed value of Real and Personal Property.		Total Value of Real Property.	
		1854.	1855.	1854.	1855.	1854.	1855.
				£	£	£	£
	<i>Brought over</i>			25046761	29420099		
19	Wentworth	8026	4985		1835986		1597430
	Halton		8291		1059876		958027
20	Grey		5811		608849		542804
	Wellington				*1892444		
21	Huron	6034		899988	1468778	804630	
	Bruce						
22	Perth	2324		410986	848288	337399	548907
23	Waterloo	4917	5272	1161771	1764755	821908	1108167
24	Lincoln	7445		2864525	*3667780	2447263	
	Welland						
25	Oxford	5980		1614281	2156528	1425718	1942506
26	Middlesex			1012061	1644150		1414388
27	Kent	8542		497275	786186	522629	945011
28	Essex	3449		462669	499251	340046	421170
	CITIES.						
29	City of Toronto	7552	9708	2274910	3468675	3018550	4806990
30	do Hamilton	2551	3588	1320730	3108500	1665566	2489350
31	do Kingston	3031	3020	909670	1317268	863050	1061533
32	do Ottawa		2105		646750		571862
33	do London		5018		950000		1309716
	Total			£ 43481438	57142108		

NOTE.—The Entries marked with an Asterisk were not returned by the County Clerks, but are taken from the best authorities.

TABLE compiled from the RETURNS of the CLERKS of

Number.	Total value of Personal Property.		Number of Acres Assessed.		Average value per Acre.		Total amount of Taxes imposed by By-Laws of the Municipalities.	
	1854.	1855.	1854.	1855.	1854.	1855.	1854.	1855.
	£	£					£	£
				9762256				
19	289641	233039		270595		118s. 4d.	5287	4059
		105299		228215		88s. 6½d.		4275
20		66855		751954		14s. 5½d.	8770	6150
				* 1485905				
				* 791604				
21	82944		689926	* 1527533	23s. 4d.		2554	
22	50252		307149	476000	21s. 11½d.		4811	
23	166408	189572	305427	376217	53s. 4½d.		3694	
24	347659		371728	* 425250	181s. 8d.		9947	
25	188564	341061	473328	449035	60s. 2d.	86s. 6d.	3997	
26		167707		653658		43s. 3½d.		5771
27	63398	140107	333319	490775	31s. 3½d.	38s. 6d.	4246	6081
28	57097	78081	280881	328709	24s. 2½d.	25s. 7½d.	3632	4520
29	773000	974140					27192	48950
30	535400	309637					12211	28069
31	205917	174610					6020	12184
32		44950						6008
33		159925						10940
				18017706				

NOTE.—The Entries marked with an Asterisk were not returned

the COUNCILS in UPPER CANADA, &c.—(Continued.)

Total Income from all Sources.		Total Expenditure.		Total Liabilities.		Total Assets.		Estimated Population. — January, 1856.
1854.	1855.	1854.	1855.	1854.	1855.	1854.	1855.	1856.
£	£	£	£	£	£	£	£	
	14964		15120		37283		77397	31544
22060		21181		36764		40740		21592
	4099		3258		16522		16658	
			9954		8450		12760	18580
								34534
5854		6465		15171		29028		
2097		3286				2608		32684
								8400
7142		5710		5416		72617		26552
2378		4322		587		1050		34324
26216		32917		66989		57780		33700
								21060
8783	33475	9722	3210	35985	29400	36518	35860	40908
6828		34689	6344			69558		40152
4067	8394	6196	9773					23800
1080	1520	3992	2315		10036	2067		26040
120954	76313	119168	82624	300556	340336	401494	468916	51000
54875	37609	55212	58810	104018	181129	86609	153339	20400
8529	15604	4437	14303	52317	83654	63434	95350	16150
	7516		3936		76800		79380	11050
	32455		39298		189336		187266	13600

by the County Clerks, but are taken from the best authorities.

TABLE compiled from the RETURNS of the CLERKS of the COUNCILS
in UPPER CANADA, &c.—(Continued.)

Below is a Comparative Statement showing the Population, Assessed and
Value of Property, for the four decennial periods, 1825, 1835, 1845,
1855.

Y E A R .	Population of Upper Canada.	Lands Assessed. — Acres.	Amount of Assessed Value.		
			£	s.	d.
1825.....	158027	3035516	2256874	0	0
1835.....	346597	5684876	3880994	0	0
1845.....	601807	8383314	7708917	0	0
1855.....	1284208	18017706	57142108	0	0

The amount of Assessed Value for 1854, was £43,481,438, shewing about 30 per cent Increase in one year.

The Wheat Crop of Upper Canada, as given by the Census for 1842, was 3,221,991 bushels; by that taken in 1848, it amounted to 7,494,732, shewing an increase of 4,272,741 bushels, or 13,262 per cent on the six years. In 1851 it was 12,682,550, being about 6,922 per cent in three years. In 1855, it was 16,824,840, being 3,266 per cent in four years.

The Assessment of Ottawa and London was, in 1854, included in the Counties of Carleton and Middlesex.

WILLIAM HUTTON,

Secretary.

BUREAU OF AGRICULTURE AND STATISTICS,
Toronto, 14th May, 1856.

R E T U R N

(In part)—TO AN ADDRESS from the Legislative Assembly, dated the 5th ultimo; For a Return giving the names, official title, and amount of annual salary of each individual upon the permanent Staff connected with the following Departments of the Public Service in this Province, viz :

Executive Council.
Civil Secretary's Office.
Provincial Secretary's Office.
Provincial Registrar's Office.
Receiver General's Office.
Inspector General's Office, different branches.
Crown Land's Department, different branches.
Crown Law Offices, East and West.
General Post Office Department.
Educational Department.
Public Works.
Indian Department.
Legislative Council.
Legislative Assembly.
Adjutant General's Office.
Geological Department, and
Bureau of Agriculture.

By command,

E. A. MEREDITH,

Assistant Secretary.

Secretary's Office,

Toronto, 3rd June, 1856.

STATEMENT of the name, official title, and amount of annual salary of each Officer on the permanent staff of the Executive Council Office.

Name.	Official Title.	Annual Salary.		
		£	s.	d.
William Henry Lee	Clerk of the Executive Council.....	560	0	0
William Alfred Hinsworth	Confidential Clerk	460	0	0
Moore A. Higgins	Second Clerk	800	0	0
Flavien Valleraud	Third Clerk.....	300	0	0
Olivier Côté.....	Fourth Clerk	300	0	0
Michael Naughten	Doorkeeper and Messenger	98	15	0
James Ryan	Messenger	98	15	0

Executive Council Office,
Toronto, 12th May, 1856.

WM. H. LEE,
C. E. C.

STATEMENT of the name, official title, and amount of annual salary of the permanent staff of the Governor General's Secretary's Office.

Name.	Office.	Annual Salary.		
		Currency.		
		£	s.	d.
R. T. Pennefather	Governor's Secretary.....	750	0	0
H. Cotton	First Clerk	402	10	0
W. R. Bartlett	Second Clerk	336	0	0
P. V. Hill	Office Keeper.....	104	3	4
G. Boxall.....	Messenger	98	15	0

Governor Secretary's Office,
Toronto, 9th May, 1856.

R. T. PENNEFATHER.

RETURN showing the name, official title, and amount of annual salary of each individual forming the permanent staff of the Provincial Secretary's Department.

Name.	Official Title.	Annual Salary.		
		£	s.	d.
Hon. G. E. Cartier.....	Secretary of the Province.....	1250	0	0
Etienne Parent	Assistant Ditto, Eastern Section (also Deputy-Governor for Signing Money Warrants)...	660	0	0
E. A. Meredith	Ditto Ditto, Western Section.....	560	0	0
T. D. Harrington	Chief Clerk of the Office in charge of Engrossing Branch, (also Deputy-Governor for signing and distributing Marriage Licenses, Receiver of Fees, and Paymaster of the Contingent Expenses of the Public Offices) ...	460	0	0
Thomas Ross	First Clerk, Eastern Section.....	330	0	0
Henry Jarmy.....	Second Clerk, Do.	330	0	0
Wm. H. Jones	Third Clerk, Do.	270	0	0
A. R. Roche.....	Fourth Clerk, Do.	250	0	0
Sabin Têtu	Fifth Clerk, Do.	300	0	0
G. S. Bertrand	Extra Clerk, Do.	156	5	0
Grant Powell	First Clerk, Western Section.....	402	10	0
Henry E. Steele	Second Clerk, Do.	300	0	0
Charles J. Birch.....	Third Clerk, Do.	270	0	0
John Gow	Office Keeper and Messenger.....	104	3	4
James Dorr.....	Messenger	98	15	0
J. N. Fradet	Ditto	98	15	0

Provincial Secretary's Office,
Toronto, 15th May, 1856.

GEO. ET. CARTIER,
Secretary.

STATEMENT giving the name, official title, and amount of annual salary of each individual forming the permanent establishment of the Provincial Registrar's Department, in compliance with an Address of the Legislative Assembly of the 5th inst.

Name.	Official Title.	Salary.			Contingent Work.			Total Amount Salary.		
		£	s.	d.	£	s.	d.	£	s.	d.
Thomas Amiot.....	Deputy Registrar	460	0	0	.....	.....	.....	460	0	0
William Kent	First Clerk	300	0	0	50	0	0	350	0	0
G. H. Lane	Second Clerk	300	0	0	30	0	0	330	0	0
*Amable Bélanger	Assistant Clerk	250	0	0	.....	.....	.....	250	0	0
John A. Bélanger.....	Extra Clerk.....	182	10	0	17	10	0	200	0	0
Maxime Valiquette	Messenger	93	15	0	.....	.....	.....	93	15	0

* Stationed at Quebec in charge of French Records.

Provincial Registrar's Office,
13th May, 1856.

THOS. AMIOT.
Deputy Registrar.

STATEMENT of the name, official title, and amount of annual salary of each individual on the permanent staff of the Receiver General's Department, furnished in compliance with an Address of the Legislative Assembly, dated the 5th instant, and the Honorable the Provincial Secretary's letter of the 8th of the same month.

Name.	Official Title.	Amount of annual salary.		
		£	s.	d.
E. P. Taché	Receiver General	1250	0	0
C. E. Anderson	Deputy Receiver General.....	560	0	0
J. Dufort.....	First Clerk and Bookkeeper	402	10	0
J. B. Stanton	Second Clerk and Warrant Clerk.....	318	0	0
G. C. Reiffenstein.....	Third Clerk and Debenture Clerk.....	330	0	0
Wm. Hedge.....	Fourth Clerk and Bank Accountant Clerk.....	318	0	0
J. F. Pellant	Fifth Clerk and General Clerk.....	270	0	0
L. F. Dufresne	Sixth Clerk Municipal Loan Fund Upper Canada Clerk...	250	0	0
F. Braun	Seventh Clerk Municipal Loan Fund Lower Canada Clerk	250	0	0
C. W. Sharp.....	Eighth Clerk and Assistant Bookkeeper.....	228	15	0
F. L. Casault.....	Messenger	93	15	0
John Irvine.....	Assistant Messenger.....	91	10	0

Receiver General's Office,
Toronto, 10th May, 1856.

C. E. ANDERSON,
Deputy Receiver General.

STATEMENT of the name, official title, and amount of annual salary of each individual upon the permanent staff of the Inspector General's department, as required by the Hon. Provincial Secretary's letter of 8th instant.

Name.	Official Title.	Annual Salary Currency.		
		£	s.	d.
Wm. Cayley.....	Inspector General.....	1250	0	0
Joseph Cary.....	Deputy Inspector General.....	726	18	4
William Dickinson.....	First Bookkeeper and Acting Deputy Inspector General.....	600	0	0
David A. Ross.....	Chief Clerk.....	402	10	0
Norris Godard.....	Second Bookkeeper.....	360	0	0
John Drysdale.....	Second Clerk.....	300	0	0
Archibald Cary.....	Third Clerk.....	250	0	0
F. G. Scott.....	Fourth Clerk.....	250	0	0
J. J. Hackett.....	Fifth Clerk.....	12s.	6d.	per day.
David Ryan.....	Housekeeper and Messenger.....	12	0	0

AUDITOR'S BRANCH.

John Langton.....	Auditor Public Accounts.....	600	0	0
Thomas Cruse.....	Bookkeeper.....	300	0	0
C. Cambie.....	Clerk.....	250	0	0
Christopher Green.....	Accountant.....	225	0	0
James Patterson.....	Clerk.....	175	0	0
E. C. Barber.....	Clerk.....	175	0	0
W. C. Crofton.....	Clerk.....	300	0	0

Inspector General's Office,
Toronto, 10th May, 1856.

WILLIAM DICKINSON,
Acting Dept'y. Ins. Gen'l.

STATEMENT shewing the name, official title, and amount of annual salary of each individual upon the permanent staff of this office, in accordance with an address of the Honorable the Legislative Assembly, dated 5th May, 1856.

Name of Officer.	Official Title.	Salary.		
		£	s.	d.
R. S. M. Bouchette.....	Commissioner of Customs.....	600	0	0
Thomas Worthington.....	Inspector of Ports for Upper Canada.....	400	0	0
Mathew Ryan.....	Inspector of Ports for Lower Canada.....	400	0	0
James A. Green.....	Statistical Clerk, (Customs).....	200	0	0
J. W. Peachy.....	Corresponding Clerk, (Customs).....	300	0	0
J. R. Audy.....	Clerk of seizures and firms, (Customs & Canals).....	300	0	0
J. M. Muckle.....	Clerk check office, (Customs).....	300	0	0
H. H. Duffill.....	Check and Statistical Clerk.....	300	0	0

Inspector General's Office,
Customs Department,
Toronto, 12th May, 1856.

R. S. M. BOUCHETTE,
Com. of Customs.

RETURN of the Officers of the Crown Land Department, in accordance with a Resolution of the Legislative Assembly, dated 5th May, 1856.

Branch.	Name.	Official Title.	Salary.		
			£	s.	d.
	Hon. J. Cauchon.....	Commissioner	1250	0	0
	E. A. Genereux	Secretary	360	0	0
	J. Morphy.....	Registrar	270	0	0
Accountant.....	W. Ford	Accountant	402	10	0
Do.	J. Alley.....	Assistant Accountant.....	300	0	0
Do.	C. J. Walcot.....	Assistant Accountant.....	270	0	0
Do.	F. J. Roche.....	Clerk	218	15	0
Do.	J. Tolmu.....	Clerk	300	0	0
Do.	B. Powell.....	Clerk	187	10	0
Correspondence, W.	J. C. Tarbutt.....	Corresponding Clerk, West.....	402	10	0
Do.	A. Kirkwood.....	Clerk	218	15	0
Do.	A. J. Taylor	Clerk	175	0	0
Correspondence, E.	W. F. Collins	Corresponding Clerk, East.....	402	10	0
Do.	T. Hammond.....	Clerk	218	15	0
Do.	V. E. Tessier.....	Clerk	218	15	0
Do.	T. Cherrier.....	Clerk	218	15	0
L. S. G. O.....	W. Spragge.....	Chief Clerk, Late Surveyor General's Office	460	0	0
Do.	T. Hector.....	Clerk	373	15	0
Do.	F. A. Hall.....	Clerk	218	15	0
Surveys, West	A. Russell.....	Senior Surveyor and Draughtsman W.....	460	0	0
Do.	T. Devine.....	Assistant Surveyor and Draughtsman W.....	250	0	0
Do.	H. J. Jones.....	Clerk	300	0	0
Surveys, East.....	J. Bouchette.....	Senior Surveyor and Draughtsman E.....	460	0	0
Do.	E. T. Fletcher.....	Assistant Surveyor and Draughtsman E.....	250	0	0
Do.	G. G. Danlevie.....	Assistant Surveyor and Draughtsman E.....	225	0	0
Woods & Forests.	W. McD. Dawson.....	Clerk of Woods and Forests.....	402	10	0
J. E. and Q. D.	P. Lagaré	First Clerk of Jesuits' Estates and Queen's Domain	375	0	0
	E. T. Judah	Clerk	250	0	0
	J. Bradshaw	Messenger	93	15	0
	G. Fisher.....	Messenger.....	93	15	0
	J. Innes.....	Messenger.....	93	15	0
	E. Dumontier	Messenger.....	93	15	0

Crown Land Department,
Toronto, May, 1856.

JOSEPH CAUCHON,
Commissioner.

STATEMENT of the names, official title, and amount of salary of the various persons on the permanent staff of the Crown Law Department.

Names.	Official Title.	Annual Salary.			
		£	s.	d.	
Hon. L. T. Drummond....	Attorney General for Lower Canada	Law Officers ...	1250	0	0
Hon. J. A. Macdonald	Attorney General for Upper Canada		1250	0	0
Dunbar Ross.....	Solicitor General for Lower Canada		750	0	0
Henry Smith	Solicitor General for Upper Canada		750	0	0
George Futvoye.....	Permanent Clerk of Crown Law Department		500	0	0
George Baby.....	Clerk in office of Attorney General for Lower Canada.....		187	10	0
Robert Alex. Harrison....	Clerk in office of Attorney General for Upper Canada.....		250	0	0
David Alexander, Jr.....	Assistant clerk in office of Attorney General for U. C.....		100	0	0
Patrick Lynch	Messenger in office of Attorney General for Upper Canada		92	10	0
John Brown	Messenger in office of Attorney General for Lower Canada		62	10	0

LEWIS T. DRUMMOND,
Attorney General, L. C.
JOHN A. MACDONALD,
Attorney General, U. C.

Crown Law Department,
Toronto, May, 1856.

RETURN, shewing the name, official title, and amount of annual salary of each individual upon the permanent staff of the Post Office Department.

Name of Individual.	Official Title.	Annual Salary.
Hon. R. Spence	Postmaster General	£ 1250 s. 0 d. 0

SECRETARY'S OFFICE.

W. H. Griffin	Secretary	600 0 0
Edwin F. King	Chief Clerk	360 0 0
Charles R. Griffin	1st do	288 0 0
H. S. Weatherley	2nd do	225 0 0
W. G. Sheppard	3rd do	200 0 0
J. C. Stewart	4th do	150 0 0
John Ashworth	Cashier	360 0 0

ACCOUNTANT'S OFFICE.

E. J. King	Accountant	500 0 0
R. M. Julyan .....	.....	800 0 0
E. C. Hayden .....	.....	288 0 0
D. M. Wright	Senior Clerks	250 0 0
Robert Oliver		200 0 0
David Lawson .....	.....	275 0 0
J. Audette .....	.....	187 10 0
John Brophy	Junior Clerks	150 0 0
John Boyd		150 0 0

DEAD LETTER OFFICE.

J. T. McCuaig	Inspector of Dead Letters	300 0 0
J. McDonagh	Clerk	150 0 0

MONEY ORDER OFFICE.

P. Lesueur	Superintendent	500 0 0
W. White	1st Clerk	270 0 0
Peter Holt	2nd do	200 0 0
C. R. Mackenzie	3rd do	175 0 0
J. G. Mason	4th do	150 0 0
John Hinifin	Messenger	92 15 0
Michael Lawlor	Do	30 0 0

W. H. GRIFFIN,

Secretary.

Post Office Department,
Toronto, 10th May, 1856.

NAMES of Permanent Officers of the Department of Public Education in Lower Canada, and Statement of their Annual Salaries.

Names of Officers.	Their Duties.	Their Salaries.		
		£	s.	d.
Pierre Joseph Olivier Chauveau	Superintendent	750	0	0
Louis Giard	Secretary	330	0	0
Joseph Lenoir	Clerk	218	15	0
Jacques Janvier Lappare	Messenger	93	15	0

PIERRE J. O. CHAUVEAU,
Superintendent of Education.

Office of Education,
Montreal, 12th May, 1856.

STATEMENT of Permanent Staff of the Office of Public Works.

Name.	Office.	Annual Sal'ry.		
		£	s.	d.
Hon. F. Lemieux	Chief Commissioner	1250	0	0
Hon. H. H. Killaly	Assistant Commissioner	710	0	0
T. A. Begly	Secretary	622	10	0
John Page	Chief Engineer	810	0	0
F. O. Rubidge	Assistant Engineer and Draftsman	460	0	0
Jas. Turnbull	Book-keeper	402	10	0
C. D. Shanly	Chief Clerk	330	0	0
Jos. Guy	Clerk	250	0	0
J. W. Harper	do	250	0	0
C. W. Heath	do	250	0	0
do	When acting as Paymaster	150	0	0
P. Ownes	Office Keeper	104	0	0
M. Walsh	Messenger	118	15	0
Jean St. Pierre	do	93	15	0

Department of Public Works,
Toronto, 16th May, 1856.

STATEMENT of the names, official title, and annual salary of the Officers on the Permanent Staff of the Indian Department.

Name.	Official Title.	Annual Sal'ry.	
		£	s. d.
R. T. Pennefather.....	Superintendent General.....	Nil.	
S. Y. Chesley.....	Accountant	510	0 0
Michael Turner.....	Chief Clerk.....	300	0 0
Thos. G. Anderson.....	Visiting Superintendent.....	350	0 0
D. C. Napier.....	do. do.	350	0 0
David Thorburn.....	Vist'g. Sup't. and Special Commissioner	547	10 0
Froome Talfourd.....	Visiting Superintendent.....	350	0 0
George Ironside.....	do. do.	250	0 0
David Layton.....	Surgeon.....	182	10 0
Francis Assikenach	Interpreter	100	0 0
Reverend A. Jamieson.....	Protestant Minister.....	100	0 0
“ R. Flood.....	do. do.	100	0 0
“ F. A. Omeara.....	do. do.	243	6 8
“ F. Bouclier.....	Roman Catholic Minister.....	56	9 10
“ F. X. Marcoux.....	do. do. do.	50	16 8
“ Joseph Marcault.....	do. do. do.	50	16 8
Joseph Jenneaux.....	School Master.....	60	16 8
James Rawson.....	do. do.	91	5 0
Henry Andrews.....	Clerk.....	200	0 0

Certified.

S. Y. CHESLEY,
Accountant.

STATEMENT of the name, official title, and amount of annual salary of each individual upon the permanent Staff of the Legislative Assembly of Canada.

Name.	Official Title.	Salary
		per annum.
		£
CHIEF DEPARTMENT.		
William Burns Lindsay.....	Clerk	750
William B. Lindsay, jr.....	Clerk Assistant	450
William Ross.....	Deputy Clerk Assistant.....	400
Thomas Vaux.....	Accountant.....	350
Charles Langévin	Assistant Accountant	200
LAW DEPARTMENT.		
G. W. Wickstead	Law Clerk	500
GENERAL DEPARTMENT.		
W. P. Patrick.....	Chief Office Clerk.....	400
Henry Hartney	Assistant Office Clerk	300
William Spink	Clerk of Routine and Records	300
H. B. Stuart	English Writing Clerk	200

STATEMENT of the name, official title, and amount of annual Salary of each individual upon the permanent Staff of the Legislative Assembly of Canada.—(Continued.)

Names.	Official Title.	Salary per annum.
		£

GENERAL DEPARTMENT.—Continued.

E. Denechaud	French Writing Clerk	200
W. B. Ross.....	Junior Clerk	150
Herrman Poetter	Junior Clerk.....	150
Augustin Laperrière	Assistant French Writing Clerk	150
Pierre Rivet	Junior Clerk	150
A. G. D. Taylor.....	Junior Clerk	150
Henry McCarthy	Junior Clerk	150

GENERAL COMMITTEE DEPARTMENT.

Alfred Patrick	{ Chief Clerk of Committees and Con- troverted Elections..... }	350
J. P. Leprohon	First Assistant Clerk of Committees	250
F. X. Blanchet	Second Assistant Clerk of Committees	200

PRIVATE BILL OFFICE.

Alfred Todd	{ Clerk of Private Bills..... }	300
Thaddeus Patrick	{ Assistant do. and Clerk of Railroad Committee	250

TRANSLATORS.

D. P. Myrand.....	French Translator.....	300
William Fanning	Do.	300
E. P. Dorion	Do.	300
A. Desilets	Do.	250
F. H. Badgley	English Translator.....	300
William Wilson	Assistant English Translator	250
W. P. Power	Extra Assistant English Translator.....	150

JOURNAL DEPARTMENT.

G. M. Muir.....	Clerk of English Journal	300
P. E. Gagnon	Clerk of French Journal	300
W. H. Lemoine.....	Assistant French Journal Clerk	250
W. C. Burrage	Assistant English Journal Clerk	250

LIBRARY DEPARTMENT.

Alpheus Todd	Librarian.....	400
A. G. Lajoie	Assistant Librarian.....	300
James Curran.....	Library Keeper	150

STATEMENT of the name, official title, and amount of annual Salary of each individual upon the permanent Staff of the Legislative Assembly of Canada.—(Continued.)

SERGEANT AT ARMS DEPARTMENT.

D. W. Maedonell	Sergeant at Arms	300
A. L. Cardinal	Chief Messenger	200
M. McCarthy.....	Assistant Messenger.....	150
O. Vincent	Do. do.	150
J. O'Connor	Door Keeper	100
Robert Defries	Post Master	150
Joseph Blais	Assistant Post Master	*
P. Laliberté	Messenger	†

*6s. 3d. per diem in recess, and 10s per diem in Session.

† Do. do. do. do.

W. B. LINDSAY,
Clerk of Assembly.

THOMAS VAUX,
Accountant, L. A.

STATEMENT of the name, official title, and amount of annual salary of each individual upon the permanent staff of the department of the Adjutant General of Militia in Canada.

Name.	Official Title.	Annual salary.		
		£	s.	d.
Colonel G. F. deRottenburg.....	Adjutant General Militia.....	750	0	0
Lt. Col. D. Maedonell.....	Deputy do do Upper Canada	500	0	0
Lt. Col. A. M. deSalaberry	do do do Lower Canada	500	0	0
Robert Berry.....	First Clerk.....	270	0	0
Charles Petitchclair.....	Second Clerk.....	231	5	0
W. R. Wright.....	Third Clerk.....	231	5	0
J. Baptiste Raymond.....	Fourth Clerk.....	250	0	0
Henry Smeaton.....	Messenger.....	93	15	0

Adjutant General's Office,
Toronto, 10th May, 1856.

DEROTTENBURG,
Colonel,
Adjutant General Militia.

MONTREAL, 18th May, 1856.

SIR,—On my arrival here yesterday afternoon, I found awaiting me your communication of the 8th instant, requesting that I would inform you of the names and salaries of those persons employed on the permanent staff of the Geological Survey; in reply I have the honor to state that they are as follows:

Name.	Official Title.	Annual salary.
		£ s. d.
Sir William E. Logan.....	Provincial Geologist.....	555 0 0
W. A. Murray.....	Assistant Provincial Geologist.....	333 0 0
Thomas Sterry Hunt.....	Chemist and Mineralogist.....	300 0 0

I have the honor to be, Sir,

The Hon. G. E. Cartier,
Provincial Secretary.

Your most obedient servant,

W. E. LOGAN.

BUREAU OF AGRICULTURE AND STATISTICS.

RETURN of the name, official title, and amount of annual salary of each individual upon the permanent staff of this department.

Name.	Official Title.	Annual salary.
		£ s. d.
The Hon. Sir Allan N. MacNab.....	President of the Council and Minister of Agriculture, &c.....	1250 0 0
William Hutton.....	Secretary.....	460 0 0
Evelyn Campbell.....	First Clerk and Bookkeeper.....	360 0 0
N. F. Laurent.....	Second Clerk.....	300 0 0
P. De Guise.....	Third Clerk.....	270 0 0
D. McLeod.....	Fourth Clerk.....	250 0 0
Michael Fiset.....	Messenger.....	93 15 0
John Johnston.....	Messenger.....	93 15 0

Bureau of Agriculture and Statistics,
9th May, 1856.WILLIAM HUTTON,
Secretary.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

SUPPLEMENTARY RETURN

(IN PART)

To an Address from the Legislative Assembly, dated 5th ultimo, for a Return giving the Names, Official Title, and Amount of Annual Salary of each individual upon the Permanent Staff of the Departments of the Public Service.

By Command.

T. LEE TERRILL,

Secretary.

SECRETARY'S OFFICE,

Toronto, 27th June, 1856.

OFFICERS OF THE EDUCATIONAL DEPARTMENT, UPPER CANADA.

NAME.	OFFICIAL TITLE.	SALARY.		
		£	s.	d.
The Reverend Egerton Ryerson, D.D....	Chief Superintendent of Education	750	0	0
John George Hodgins, M. A.	Deputy Superintendent and Senior Clerk.	450	0	0
Thomas Hodgins	Second Clerk	275	0	0
Dr. Alexander J. Williamson	Clerk of Correspondence	175	0	0
Alexander Marling	Clerk of Accounts	175	0	0
* Samuel P. May	Clerk of Libraries	175	0	0
* Thomas C. Scoble	Assistant Clerk	75	0	0
* Louis Garthey	Depository Salesman	100	0	0
Patrick O'Neill	Messenger	75	0	0

* Paid from the Upper Canada Library Appropriation.

E. RYERSON.

EDUCATION OFFICE, UPPER CANADA,
25th June, 1856.

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

R E T U R N

To an Address from the Legislative Assembly, dated the 5th ultimo; for Copies of all Correspondence, Reports and Orders in Council, in relation to the purchase of certain Beach and Water Lots, by Henry Lemesurier, Charles Sharples, William Walker, Jr., Henry Pemberton, Denis Bogue and others, in the Fief Sillery, near Quebec.

By Command,

E. A. MEREDITH,

Assist. Secretary.

Secretary's Office,

Toronto, 3rd June, 1856.

CROWN LANDS OFFICE,

Toronto, 31st May, 1856.

SIR,—As requested by your letter of the 7th instant, I have the honor to transmit to you, to be laid before the Legislative Assembly, Copies of all Correspondence, Reports, and Orders in Council, (the latter having been procured from the Clerk of the Council,) in relation to the purchase of certain beach and water lots, by Henry Lemesurier, Junior, Henry Sharples, George and Henry Pemberton, and Denis Bogue, in the Fief Sillery, near Quebec.

No grant was made to Mr. Walker, (lessee, I believe, of Mr. Pemberton's lot,) of any portion of Sillery Concession, the whole of which was disposed of to the other four above named parties.

I have the honor to be,

Your ob't. serv't,

JOSEPH CAUCHON,

Com. of Crown Lands.

The Honorable

The Provincial Secretary,

&c., &c., &c.,

Toronto.

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List of Documents furnished in pursuance to Address of the Legislative Assembly, accompanied by letter to Provincial Secretary, of this day, 31st May, 1856.

Pemberton's Case.

Copy of letter of H. Pemberton, 16th February, 1849.

“ “ Petition of H. Pemberton, *ès-qualité et al.*

“ “ Letter to H. Pemberton, *ès-qualité et al.*, 17th February, 1849.

“ “ Letter to L. Panet, 9th March, 1849.

“ “ Letter of L. Panet, 6th August, 1849.

“ “ Petition of H. Pemberton, *ès-qualité et al.*, 18th Aug., 1849.

“ “ Letter to L. Panet, 31st September, 1849.

“ “ Letter of L. Panet, 3rd October, 1849.

“ “ Report to Council, 10th October, 1849.

“ “ Order in Council, 23rd October, 1849.

“ “ Letter to Messrs. Pemberton, 26th October, 1849.

“ “ Letter of H. Pemberton, 1st November, 1849.

“ “ Letter to L. Panet, 4th January, 1850.

“ “ Letter of L. Panet, 22nd February, 1850, (with copy of report of Messrs. Normand and Lambert, 1850.

“ “ Letter to L. Panet, 19th April, 1850.

“ “ Letter of L. Panet, 24th April, 1850.

“ “ Letter to L. Panet, 10th June, 1850.

Extract “ Letter to L. Panet, 28th September, 1850.

Copy “ Letter to G. Pemberton, 23rd October, 1850.

“ “ Letter of H. Pemberton, 28th October, 1850, (with copy of accompanying note from same.)

“ “ Letter to Hon. L. Panet, 2nd November, 1850.

“ “ Letter of Hon. L. Panet, 13th November, 1850.

“ “ Report to Council, 20th November, 1850.

“ “ Order in Council, 8th April, 1851.

“ “ Letter to Messrs. Pemberton, 21st April, 1851.

“ “ Letter of H. Pemberton, 24th April, 1851.

“ “ Letter of Messrs. Pemberton, 26th May, 1851.

“ “ Letter to Messrs. Pemberton, 31st May, 1851.

“ “ Letter of Messrs. Pemberton, 2nd June, 1851.

“ “ Letter to L. Panet, 4th June, 1851.

“ “ Letter of Messrs. Pemberton, 10th June, 1851.

“ “ Letter to L. Panet, 14th June, 1851.

“ “ Letter of L. Panet, 18th June, 1851.

“ “ Report to Council, 28th June, 1851.

“ “ Letter to L. Panet, 2nd July, 1851.

“ “ Letter of L. Panet, 26th July, 1851.

“ “ Report to Council, 6th August, 1851.

“ “ Order in Council, 26th February, 1852.

“ “ Letter to G. Pemberton, 28th February, 1852.

“ “ Letter of H. Pemberton, *ès-qualité*, 2nd March, 1852.

“ “ Letter to H. Pemberton, *ès-qualité*, 5th March, 1852.

“ “ Letter to L. Panet, 5th March, 1852.

“ “ Letter of H. Pemberton, 6th March, 1852.

“ “ Letter to Messrs. Pemberton, 11th March, 1852.

“ “ Letter of H. Pemberton, 15th March, 1852.

“ “ Letter to L. Panet, 16th March, 1852.

“ “ Letter of L. Panet, 20th March, 1852.

- Copy of Letter to Attorney General East, 22nd March, 1852.
 “ “ Letter of Solicitor General East, 27th May, 1852.
 Extract “ Letter to L. Panet, 17th May, 1852.
 Copy “ Letter to Attorney General East, 3rd April, 1852.

Sharples' Case.

- Copy of Letter of C. Sharples, 31st May, 1851.
 “ “ Petition of H. Sharples, 31st May, 1851.
 Extract “ Letter to L. Panet, 13th June, 1851.
 Copy “ Letter of L. Panet, 26th July, 1851.
 “ “ Letter of L. Panet, 9th March, 1852.
 “ “ Letter of D. Ross, 13th March, 1852.
 “ “ Report to Council, 17th March, 1852.
 “ “ Order in Council, 24th March, 1852.
 “ “ Letter to H. Sharples, 27th March, 1852.
 “ “ Letter of H. Sharples, 28th April, 1852.
 “ “ Report to Council, 29th May, 1852.
 “ “ Order in Council, 28th June, 1852.
 “ “ Letter to Captain Boxer, 30th June, 1852.
 “ “ Letter of Captain Boxer, 1st July, 1852.
 “ “ Letter to H. Sharples, 5th July, 1852.
 “ “ Letter of H. Sharples, 19th July, 1852.
 “ “ Report to Council, 23rd July, 1852.
 “ “ Order in Council, 28th July, 1852.
 “ “ Letter to C. Sharples, 31st July, 1852.
 “ “ Letter to L. Panet, 5th August, 1852.
 “ “ Letter to H. Sharples, 28th August, 1852.
 “ “ Order in Council, 12th February, 1853, (and copy of memorandum of Mr. Bouchette.)
 “ “ Letter of Attorney General East, 13th February, 1853.
 “ “ Letter of J. Sharples, 12th February, 1853.
 “ “ Letter to Attorney General East, 13th January, 1855.
 “ “ Letter to Attorney General East, 13th July, 1855.
 “ “ Order in Council, 28th January, 1856.

Lemesurier's Case.

- Copy of Petition of H. Lemesurier, Junior, 13th August, 1851.
 “ “ Letter to H. Lemesurier, Junior, 18th August, 1851.
 “ “ Letter to L. Panet, March, 1852.
 “ “ Letter of L. Panet, 15th July, 1852.
 “ “ Report to Council, 23rd July, 1852.
 “ “ Letter of Clerk of Council, 3rd September, 1852.
 “ “ Letter to L. Panet, 6th September, 1852.
 “ “ Letter of H. Lemesurier, Junior, 18th December, 1852.
 “ “ Letter to H. Lemesurier, Junior, 20th December, 1852.
 “ “ Letter to L. Panet, 20th December, 1852.
 “ “ Letter of L. Panet, 27th December, 1852.
 “ “ Letter to Clerk of Council, 31st December, 1852.
 “ “ Letter of H. Lemesurier, Junior, 18th February, 1853.
 “ “ Order in Council, 31st January, 1853.
 “ “ Letter to H. Lemesurier, Junior, 1st February, 1853.
 “ “ Letter of H. Lemesurier, Junior, 1st February, 1853.
 “ “ Letter to L. Panet, 2nd February, 1853.

- Copy of Letter to Attorney General, East, 5th February, 1853.
 “ “ Opinion of Attorney General, East, 7th February, 1853.

Bogue's Case.

- Copy of Letter of P. Huot, 28th March, 1851.
 “ “ Letter of L. Panet, 16th April, 1851.
 “ “ Letter to L. Panet, 27th May, 1851.
 “ “ Letter of L. Panet, 17th June, 1851, (with copy of accompanying
 letter of Mr. Bogue to Mr. Panet, 10th June, 1851.)
 Extract “ Letter to L. Panet, 30th June, 1851.
 Copy “ Letter of L. Panet, 25th July, 1851.
 “ “ Letter of L. Panet, 24th March, 1852.
 “ “ Report to Council, 12th April, 1852.
 “ “ Order in Council, 9th June, 1852.
 “ “ Letter to P. Huot, 14th June, 1852.
 “ “ Letter of D. Bogue, 18th June, 1852.
 “ “ Letter to D. Bogue, 19th July, 1852.
 “ “ Letter to L. Panet, 13th August, 1852.
 “ “ Letter to P. Huot, 27th September, 1852.
 “ “ Letter to L. Panet, 28th February, 1853.
 “ “ Petition of D. Bogue, 16th January, 1854.
 “ “ Letter to John Cochrane, 21st January, 1854.
 “ “ Letter of John Cochrane, 29th March, 1854.
 “ “ Letter to John Cochrane, 26th April, 1854.
 “ “ Letter of John Cochrane, 1st June, 1854, (with copy of 2 certificates
 attached.)
 “ “ Report to Council, 24th August, 1854.
 “ “ Letter of L. Panet, 5th February, 1855.
 “ “ Order in Council, 15th June, 1855.
 “ “ Order in Council, 25th June, 1855.
 “ “ Report to Council, 4th July, 1855, (with copy of memorandum of 14th
 August, 1855, thereon.)
 “ “ Letter of D. Bogue, (with copy of one certificate and two receipts
 annexed.)

Copy.

Montreal, 16th February, 1849.

To Commissioner of Crown Lands, &c.

Sir,—I beg to enclose a petition to His Excellency the Governor General respecting a renewal of our lease of part of Sillery; your early and favorable attention to which will confer a favour on, Sir,

Your obedient servant,

(Signed),

H. PEMBERTON.

TO HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL :

The Petition of Henry Pemberton, of Quebec, Curator to the Estate of the late William Pemberton and George Pemberton.

HUMBLY SHEWETH,

That by Letters Patent dated the twentieth day of November, one thousand eight hundred and thirty-five, your Petitioner obtained from the Government the continuation to the first day of May, one thousand eight hundred and fifty-seven, of the lease of a certain extent of ground, starting from Pointe à Pizeau, Sillery Cove, to the line of the ground leased to H. Sharples, Esq., bounded in front by high water mark, and in rear by *La Cime du Cap*, and as more fully described in the said Letters Patent.

That your Petitioners have expended large sums of money in the erection of wharves and buildings on the said property as well as on the beach in front of the same. That your Petitioners are desirous of continuing their improvements by the erection and extension of wharves on the Beach for the greater accommodation of the timber trade, as well as by extensive repairs to the wharves and buildings they have already erected, but which by the effect of time and of the tides are rapidly decaying.

That the lease of your Petitioners expiring on the first day of May, one thousand eight hundred and fifty-seven, your Petitioners would not feel warranted in making the outlay which will be required to make this property of value to them, unless your Petitioners obtained a prolongation of their lease for a certain number of years.

Your Petitioners would humbly represent that they purchased from the Government the four deep water lots in front of the above property, commanding the river fronting the same, and there have erected piers at an enormous expense and will at forty-two feet at lowest water for the accommodation of all ships loading with timber; that these have proved themselves to be of great service to the harbour of Quebec, but your Petitioners regret to say far from remunerative to them.

Wherefore your Petitioners humbly pray in order that they may feel secure in a return for the outlay they are about to make upon the above property, as well as in consideration of the premises, that it will please your Excellency in Council to grant a renewal of the lease to your Petitioners of the above property for a term of twenty-one years, to commence from the first day of May, one thousand eight hundred and fifty-seven, and to terminate on the first day of May, one thousand eight hundred and seventy-eight, on and upon the conditions and stipulations set forth in the above recited Letters Patent.

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

(Signed)

GEORGE PEMBERTON,

By his Att'y, H. Pemberton.

HENRY PEMBERTON,

Curator to the Estate of the late Wm. Pemberton.

Copy.

CROWN LANDS' OFFICE.

Montreal, 17th February, 1849.

SIR,—I have the honor to acknowledge the receipt of your Petition to His Excellency the Governor General praying for an extension of the Lease of Sillery Cove for twenty-one years more, from the 1st May, 1857. It will be laid before His Excellency in Council at an early day after the department shall have been furnished by the agent of the Jesuit's Estates with some requisite information on the subject.

(Signed),

T. BOUTHILLIER.

H. Pemberton, Esq.,
Quebec.

[Translation.]

CROWN LANDS' OFFICE,

Montreal, 9th March, 1849.

SIR,—I enclose you a Petition from Mr. Pemberton, praying for a renewal of the lease of the Sillery Coves for twenty-one years, dating from the 1st May, 1857, upon which you will please make your Report and give amongst other things, information concerning the following subjects :

1st. In what state are at present the buildings and improvements which have been made by the lessees ?

2nd. What is the approximate value of the houses and other buildings respectively erected upon the ground ?

3rd. Is it desirable on account of the present relaxation in commercial matters and considering the long space of time the lease has yet to run to renew it at present ?

4th. In case the lease should be renewed, what should be the increase in the rent which is to be £200 from the 1st May, 1850 ?

5th. Should there not be, as in all Letters Patent, for beach and deep water lots, granted since the 26th June, 1847, a clause inserted in the deed, granting to the Crown the right of taking possession of the land under lease in case it should be required for any public purpose, upon giving one year's previous notice, and paying the value, at the time the property is so redeemed, merely of the new buildings and improvements made thereon, in proportion, however, to the time that the lease shall yet have to run at the time of its being so retaken ?

6th. Should not the lessee be held to pay in addition the amount that the Crown shall have had to disburse for the insurance of the buildings, and for what sum ought they to be insured, and are they at present insured ?

This Petition of Mr. Pemberton deserves your serious attention inasmuch as it concerns a property which, on account of its proximity to Quebec and advantageous situation for commercial purposes, should be of far greater importance at the present time, than when that gentleman obtained a continuation of the original lease on condition that he should pay for the last seven years a rent almost double of that which he paid previously. Does the difference between the rent paid by Messrs. Pemberton and Mr. Lemecurier arise from the fact that the lease of Mr. Lemecurier was made several years after that of Messrs. Pemberton, for as regards the extent of land these latter have only nine arpents more than the former.

With regard to the improvements I would wish you to remark that they are to belong to the Crown, after the expiration of the lease, without the Crown being held to pay any indemnity. The Petitioners are further held to keep in good order and repair all the houses and buildings thereupon, during the period of the lease. Have they done so ?

As the Crown have the entire disposal of these Coves after the expiration of the lease, would it not be better to wait some time before leasing them either by public auction or tenders?

(Signed,)

T. BOUTHILLIER.

The Hon. Louis Panet,
Quebec.

[Translation.]

Quebec, 6th August, 1849.

SIR,—With reference to the Petition of Messrs. Pemberton, praying for a renewal of their lease of part of Sillery Cove, for twenty-one years after the first of May, eighteen hundred and fifty-seven, I have the honor to report to you, that after a minute investigation of the premises and having carefully considered and weighed every thing, I have found

That the improvements made by these gentlemen upon the premises in question consist in: 1st. A wharf in the east line of the said Cove which I value at four hundred pounds currency £400 0 0

2nd. Another in the same direction worth five hundred pounds currency 500 0 0

3rd. Another in the same direction worth six hundred pounds currency 600 0 0

4th. A mitoyen wharf between Messrs. Pemberton and Sharples & Co., worth £400, making for the share of Messrs. Pemberton 200 0 0

5th. Fourteen small wooden houses, worth altogether one hundred and forty pounds 140 0 0

6th. An office, worth twenty pounds 20 0 0

7th. A tavern, worth one hundred and fifty pounds cy. 150 0 0

8th. Four wooden houses, worth altogether two hundred pounds 200 0 0

9th. A dwelling house, worth two hundred and fifty pounds 250 0 0

£2,460 0 0

As to the question of ascertaining whether it be expedient on account of the present relaxation in commercial matters and considering the long space of time the lease has yet to run, to renew it at present, I am of opinion that, if we take into consideration the peculiar position in which is now placed that part of the Coves occupied by the Messrs. Pemberton from the period at which Government granted them for ever all the beach in front of the Cove in question as far as deep water, we shall easily be convinced that the value of that part of the Cove is considerably diminished and that possession of it would, for the future be of no advantage for lumbering purposes to any other person than Messrs. Pemberton, unless he had at the same time *the beach in front as far as deep water*; and here the Crown as regards the Cove occupied by these gentlemen is at present in their power, and I do not think that it is possible for the future to draw any profit from this lot for commercial purposes unless possession were obtained of *the beach as far as deep water*, to which step I do not think that the Messrs. Pemberton will be likely to consent. Under these circumstances the yearly rent of £200 for that Cove is, in my opinion, as much as it is worth, and I do not believe that this Cove, being as it is without any front as far as deep water, will ever become more valuable than at present, unless indeed it should be after the ground shall have been subdivided and conceded in lots. However, as the lease which Messrs. Pemberton ask for is to extend over a period of 21 years, to obtain it they might perhaps be induced to pay something more in order to secure the lease, say twenty-

five or thirty pounds currency per year or else they might perhaps bind themselves to insure the buildings and improvements made and to be made for a certain sum which the Government might at present fix upon the building now existing and hereafter for those which might be added to them.

I think I have clearly shewn the reason why Mr. Pemberton's Cove is not, in my opinion as valuable as one would suppose by merely glancing at it. The unfortunate concession of the beach in front as far as deep water will always preclude any one from entering into competition with them for the lease of the Cove in question.

As to the difference which exists between that Cove and the one leased to Mr. Lemesurier, it proceeds first, from its greater extent, the greater depth of water and shelter which it offers, as it is considered a better harbor; perhaps also, it might have leased for a larger sum on account of its being competed for at a time when it was covered with large quantities of timber ready for shipment, a circumstance which, I am told, was then of great importance to the purchaser.

I was about forgetting to mention that the buildings erected at the Cove appear to me to be kept up in a proper manner and to be in a good state of repair.

In fine, I must observe that the above estimates of the improvements existing are made, rather from their probable cost and intrinsic value than the revenues which they might give.

(Signed,)

LOUIS PANET.

Agent.

T. Bouthillier, Esq.,
Asst. Com. Crown Lands,
Montreal.

To His Excellency the Right Honorable James Bruce, Earl of Elgin and Kincardine, Captain General and Governor in Chief of Her Majesty's Provinces of Canada, &c., &c., &c.

The Petition of Henry Pemberton of Quebec, Curator to the late William Pemberton, and George Pemberton.

HUMBLY SHEWETH :

That Your Petitioners presented to Your Excellency in February last, a Petition for a renewal of the lease of that part of Sillery Cove occupied by them for a term of 21 years commencing from the expiration of the present lease on the first day of May, in the year one thousand eight hundred and fifty-seven, to which your Petitioners humbly crave reference.

That Your Petitioners after much consideration are convinced that it would be more advantageous both to the interests of the Crown in the premises as well as to Your Petitioners to grant them the property now leased by them including the beach lot in perpetuity on such terms and conditions as may seem fair and equitable to Your Excellency, that is to say by Your Petitioners paying such an amount as a *rente foncière non rachetable*, as might be fixed by *experts* duly appointed.

Wherefore your Petitioners humbly pray that your Excellency will be pleased to take the promise into consideration and grant the said property and beach lot to your Petitioners in perpetuity at a rent to be established by *experts*.

And as in duty bound your Petitioners will ever pray.

(Signed),

ARCH. CAMPBELL.

Acting for and on behalf of the Petitioners.

Quebec, 18th Aug., 1849.

[Translation.]

CROWN LANDS OFFICE,

Montreal, 21st September, 1849.

SIR,—Since your report of the 6th August last, upon the petition of the Messrs. Pemberton, a new petition has been sent in by the same gentlemen, requesting to be allowed to purchase Sillery Cove.

I see by your report, that you are under the impression that the whole of the beach as far as deep water opposite to their property, belongs to them, whilst, in reality, they have only a title for the ground covered by the piers, and their wharf near Connoly's cove, commencing at the low water mark. All the buildings and improvements made upon this lot are to revert to the Crown, at the expiration of the lease, without the Crown being held to indemnify them. The cove occupied by Mr. Lemesurier is 54 arpents in superficies, and that of Mr. Pemberton 45.

As this information may tend to modify your opinion, and these gentlemen have sent in a second petition, I think it my duty to refer them both back to you, and to request you to be kind enough to report upon them severally, and to state your opinion as to what would be most advantageous for the Crown to do in the premises. Perhaps, after having seen the parties interested, you might be able to suggest some arrangement which would be consented to by those gentlemen, and which would be to the interest and advantage of the Crown. It appears to me that this might be effected by giving a new lease for fourteen years, commencing from the 1st May, 1857, and adding one quarter of the rent then payable, (£250,) upon the condition that the lessee should bind himself to keep the buildings at present erected in good repair, the said buildings to be designated in the lease; and that all the buildings and improvements made during the term of the new lease shall revert to the Crown, without the Crown being obliged to indemnify them for it; also, that, at the expiration of the said lease, these gentlemen should give over to the Crown their piers and the above mentioned wharves without any indemnity, the Crown discharging them from the payment of the yearly rent which they are held to pay, in virtue of the Letters Patent of 1835 and 1845, which would then be cancelled. Perhaps they might be held to insure for a certain amount in the name of Her Majesty. A lease might also be granted for a term of seven years, at the rate of £200 for instance, to be paid after this year, with all the conditions above mentioned, with the exception of the insurance. By these means the difficulties which might arise from the improvident concessions of 1835 and 1845 might be surmounted.

These coves yield a revenue susceptible of being increased without the Crown being exposed to costs or disbursements. Unless a reasonable price be obtained, I should prefer not to sell, especially at present, when the value of property is decreasing. However, my opinion ought not to influence yours, for, being on the spot, you are consequently more able than I to take every thing into consideration. At what price would you set the value of this property, including the buildings, which, according to the terms of the lease, are to revert to the Crown? As the property in question is of great value, you will be kind enough to get all the information necessary to enable you to suggest what is best to be done.

You will be entitled, during the time you are engaged in this business, to the fees allowed to Agents in such cases.

(Signed,)

T. BOUTHILLIER.

The Honble. Louis Panet,
Quebec.

(Translation.)

Quebec, 3rd October, 1849.

SIR,—In relation to the new reference you sent to me of the petitions of the Messrs. Pemberton, upon the subject of the continuation of their lease of Sillery Cove, I have the honor to report,—

That having seen the parties in question, and conferred with them, the result has been a proposition on the part of Mr. Pemberton to this effect:—that, if the Government will grant them a continuation of their lease for 16 years after 1857, at a rent of £250 pounds per year, they will renounce the clause of the Patent which gives them the proprietorship of the beach on which are the piers, and will consent to its being cancelled, on condition that the Government, at the expiration of the lease, will refund to them the *valeur materielle* of the said piers. I was, and am still of opinion, that this proposition is advantageous to the Government. The Government by accepting it, will recover the possession of a property which ought never to have been alienated; and with respect to the value of the wharf and the piers, it ought to be an easy matter for them, at the expiration of the lease, to charge the new lessees with it.

I am of opinion, that the Government ought, at any price, to recover full and entire possession of this property, even though at some sacrifice. The proposal of Mr. Pemberton appears to me to be one which should be accepted.

(Signed,)

LOUIS PANET.

Agent,

T. Bouthillier, Esquire,
&c., &c., &c.

(Copy.)

Report No. 185.

ON THE APPLICATION OF W. AND G. PEMBERTON.

Jesuits' Estates and Crown Domain Branch.

The applicants pray for a renewal of their lease of Sillery Cove for 21 years, from the 1st May, 1857.

Subsequent to this application, they have applied for a grant for ever of the property in question, both applications were referred to the Agent, Mr. Panet, with special instructions.

This gentleman states that the applicants have agreed to pay £250 annually for the property in question; on the Government granting them an extension of their lease for 16 years, they moreover are ready to renounce the Letters Patent of the years 1835 and 1845, granting them for ever deep water lots, whereupon blocks and a wharf have been erected, on condition of being paid at the end of the lease for their real value (*valeur matérielle*) at that time. Mr. Panet considers that proposition advantageous, having the effect to reinvest the Crown with a property (the deep water lots) which it should never have alienated, and that some pecuniary sacrifice should be made to recover the same.

The undersigned, for the reason stated by Mr. Panet, concurs in his views, and has the honor to suggest, that instead of continuing the lease by Letters Patent, a new one for 14 years be granted in the name of the Commissioner of Crown Lands, under the above conditions, and those contained in the said Letters Patent, with the further proviso, that the applicants will be held and bound to

insure from this day, in Her Majesty's name, the houses now erected on the premises for the sum of £800, in default of so doing within a fortnight from the date of the same, the Crown to be at liberty of insuring the property at the cost of the lessees.

(Signed,)

T. BOUTHILLIER.

Crown Lands Office,
Montreal, 10th October, 1849.

Copy of a Report of a Committee of the Executive Council, 23rd October, 1849, approved by His Excellency the Governor General on the same day.

On the Petition of Henry Pemberton, Curator to the late William and George Pemberton, for a renewal of their lease of Sillery Cove for twenty-one years from the 1st of May, 1857 :—

The Assistant Commissioner of Crown Lands reports as follows : “ subsequent to this application they have applied for a grant for ever of the property in question, both applications were referred to the Agent, Mr. Panet, with special instructions.”

This gentleman states that the applicants have agreed to pay £250 annually for the property in question, on the Government granting them an extension of their lease for 14 years. They moreover are ready to renounce the Letters Patent of the years 1835 and 1845, granting them for ever deep water lots whereupon blocks and a wharf have been erected, on condition of being paid at the end of the lease for the real value (*valeur matérielle*) at that time.

Mr. Panet considers that proposition advantageous, having the effect to reinvest the Crown with a property (the deep water lots) which it should never have had alienated, and that pecuniary sacrifice should be made to recover the same.

The undersigned, for the reasons stated by Mr. Panet, concurs in his views, and has the honor to suggest, that instead of continuing the lease by Letters Patent, a new one for 14 years be granted in the name of the Commissioner of Crown Lands under the above conditions, and those contained in the said Letters Patent, with the further proviso, that the applicants will be held and bound to insure from this day in Her Majesty's name, the houses now erected on the premises, for the sum of £800, in default of so doing within a fortnight from the date of the same, the Crown to be at liberty of insuring the property at the cost of the lessees.

The Committee recommend, that the suggestion contained in the report of the Assistant Commissioner of Crown Lands be approved and acted on.

Certified,

WM. H. LEE,
Clerk Executive Council.

(Copy.)

CROWN LAND DEPARTMENT,
Montreal, 26th October, 1849.

GENTLEMEN,—With reference to your application for a renewal of your present lease of the Sillery Coves for a further period of 21 years, from 1st May, 1857, I have the honor to inform you that His Excellency the Governor General has been pleased to accede to the proposition you have made to Mr. Panet, with some little modification, particularly stated below.

I am authorized to offer you a new lease for 14 years, from 1st May, 1857, on the conditions settled between you and Mr. Panet, to wit: 1st. The rent to be £250 per annum, payable quarterly. 2nd. You will have to renounce the right of property granted to you by Letters Patent of 8th December, 1835, and 8th November, 1845, and the Government will, in the meantime, be held and bound to pay for the *valeur materielle* at that time of the three blocks and of the wharf erected on the ground described in the said Letters Patent. 3rd. You will have to insure forthwith for the sum of £800, in Her Majesty's name, the houses now erected on the premises, the insurance renewable annually till the expiration of the next lease, in default of doing which the Crown will be at liberty each and every year of effecting such insurance at your costs, after the expiration of 15 days following the date of the proposed leases. 4th. The Lease to contain the whole of the conditions in the Letters Patent of 20th November, 1835, and of course you will be held and bound to keep the property in good order to use it *en bon gère de famille*, the Crown being discharged from making any repairs, of whatsoever nature they may be, the whole property being at your risk and charge, as if you were proprietor of the same for ever.

As soon as you signify your acceptance of these conditions, directions will be given for preparing the proper instrument.

(Signed,)

T. BOUTHILLIER.

Messrs. G. and H. Pemberton,
Quebec.

(Copy.)

Quebec, 1st November, 1849.

Sir,—I have to acknowledge receipt of your letter of 26th October, copy of which I will forward to my brother Mr. George Pemberton, now in London, with my ideas on the same, and, with permission, shall await his answer by return of mail; meantime I have to remark, that the conditions settled on between Mr. Panet and him were agreed to after very mature consideration between us all as fair, though decidedly favorable to the Government, the beach being of little value without the expensive deep water wharves, two of which we would remark we have had three times each to rebuild, owing to the foundation being a quicksand assisted by the action of the ice; all this risk and interruption to the business we of course had to incur, and therefore, that less than for 21 years lease, it would be neither desirable nor just to give them up. After this representation I feel confident you will view it in this light as the only fair and liberal one.

I would ask an explanation of condition 2nd. When would you require us to remove our rights as held by the Letters Patent on those deep water wharves, and when and how are they to be valued?

Respecting the insurance I would remark, that for our security we would always insure a fair amount on the two dwelling houses, say the one hitherto occupied by me and the one used as a store at the foot of the hill, the others are mere wooden cottages used by the workmen, many without chimnies, and indeed a lot that are not of sufficient value to insure. We would bind ourselves to insure to the amount we have insured for some 20 years, say £600, or if you insist on it even to £800, with of course the understanding that the amount recovered from the Insurance Companies in case of fire be expended in replacing the property destroyed; this the Insurance Companies have a right to do themselves, and would of course attend to.

The condition 4th seems usual and fair, and trusting you will not object to the single alteration I propose, namely, 7 years, in favor of people who have in the good faith of the Government expended so large a sum as we have done.

I have the honor to be,

(Signed,)

H. PEMBERTON.

T. Bouthillier, Esquire,
Commissioner of Crown Lands,
Montreal.

[Translation.]

CROWN LANDS OFFICE,
Montreal, 4th January, 1850.

SIR,—The Order in Council which sanctions your report upon the Petition of the Messrs. Pemberton for a continuation of their lease of the Cove which they occupy at Sillery, decreeing in accordance with the said report, that the Government shall be held to refund to them at the expiration of the new lease the *valeur matérielle* of the piers and wharf which they have built in deep water, it now becomes necessary to know exactly what you mean by *valeur matérielle*; further, whether it is the present actual value or that to be stated at the expiration of the lease, including the additions and improvements which may be made, that the Government will have to reimburse. It has been understood here that it was to be the estimated value of the materials on the premises at the expiration* of the lease, exclusive of the improvements, which, by an express clause, are to revert to the Crown without any indemnity. It is, therefore, of the greatest importance that you should state as nearly as possible, the sum which the Government will be likely to pay for this *valeur matérielle*, as you understand it. If you do not think yourself competent for the task, employ some person who is. It would not be expedient to bind the Government by this lease, without having an approximate idea of the sum they bind themselves to pay.

I have the honor to be,

(Signed,)

T. BOUTHILLIER.

The Hon. Louis Panet, Agent,
Quebec.

[Translation.]

QUEBEC, 22nd February, 1850.

Sir,—With reference to your letter of the month of January last, touching the petition of the Messrs. Pemberton for a continuation of their lease of Sillery Cove, in which you ask me what I understood by the *valeur matérielle* of the piers and wharf which they have built in deep water, I am bound to inform you that, when I expressed myself in that manner, I certainly understood and wished to say the simple value of the materials on the premises, what they may be worth at the time, and not what they are worth at present. The Messrs. Pemberton should be considered to be sufficiently indemnified for the construction of the said piers and the wharf by the continuation of their lease, and the low rent imposed upon them in consequence. I do not think that it would be advantageous for the Government to determine their value at present, for on account of the use they will get and the lapse of time which will pass away between this and the expiration of the lease, the piers and wharf might be lessened in value. Besides, it might

easily happen that, at the expiration of the lease part of these works might not be in existence and be destroyed. Take the piers for instance—the main one and the largest has already been so much damaged by the jamming of the ice that it has turned half round upon itself and there is no guarantee that it will be able to hold during the period of the lease. The same remark may also very well apply to the other piers, which, though less exposed than the first, are, nevertheless, enough so to justify a similar fear. Everything taken into consideration, I am humbly of opinion that it is not desirable for the Government to bind themselves at present to pay any specific sum for these repairs, and that it is infinitely more advisable to make no alteration in the Order in Council. The estimate which will be made at the expiration of the lease will be at least as just and equitable as any which could be made at present, and will be then less influenced by the Messrs. Pemberton. I send you a report which they caused to be made *ex parte* by Messrs. Jacques Normand and Pierre Lambert, who themselves built the piers and wharf in question, and who value these works at £6,000, adding seriously, that they would not do as much for the same money!!!

Pardon my suggestions, you have always allowed me to make them whenever I have thought proper.

If you insist upon ascertaining the value at present of the piers and wharf in question, I shall set to work seriously and cause the estimate to be made with all the care and exactitude possible. I, however, do not think that it will be possible to have it done before the opening of the navigation.

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

LOUIS PANET,
Agent.

T. Bouthillier, Esquire,
&c. &c.

[Translation.]

ST. NICHOLAS, 4th February, 1850.

We, the undersigned, having built and constructed for Messrs. Pemberton, Bros., the deep water wharves at Sillery Cove, that is to say, the long and deep wharf to the east above Point à Pizeau, Nos. 1, 2 and 3, the last of which is a mitoyen wharf and the half of the cost of building which said wharf was defrayed by Messrs. Sharples & Co., after a serious consideration of all the disbursements upon and expenses of the said three wharves and a half, estimate their present value to be six thousand pounds currency. At the same time, we feel it our duty to state, that we would not undertake to build the same wharves again for the above mentioned sum.

(Signed,)

JACQUES NORMAND.
PIERRE LAMBERT.

[Translation.]

CROWN LANDS OFFICE,
Montreal, 19th April, 1850.

SIR—Mr. Fortier informs me that, having had a conversation with you with regard to the granting of the lease of Sillery Cove to Messrs. Pemberton, in which he informed you that these gentlemen had only a right of property, in virtue of their Letters Patent of 1835 and 1845, over the ground covered by their three piers and the wharf starting from the low water mark, he understood that, as this circumstance was, until then, unknown to you, it might change your opinion with regard to the conditions to be made.

Will you, then please state to me, if that gentleman has well understood your views on the subject, whether the conditions of the lease should be changed in consequence, either as regards the rent to be paid, or the clause which holds the Crown to refund, at the expiration of the lease, the *valeur matérielle* of the piers and wharf in question.

According to the Report of Messrs. Normand and Lambert which you transmitted together with your letter of the 22nd February last, it is to be feared that the Crown will have to pay several thousand pounds at the expiration of the new lease.

It would seem in that case that it would be better to allow the present lease to expire and then to offer a new lease by auction, *comprising with the lot* the rights which the Crown still holds upon the deep water lot not covered by Messrs. Pemberton & Co's. piers and wharf, unless, however, these latter consent to leave out the clause relating to the re-imbusement of the money, for, in that case. it would perhaps be better, in order to terminate all difficulties, to allow them to have the new lease on the conditions agreed upon with the exception of the omission of the clause last mentioned.

I see, in a letter from Mr. H. Pemberton, that he asks what I mean by *valeur matérielle*, that he is yet under the false impression that the Government has no right to any portion of the ground in deep water opposite to that for which he holds the lease. He asks for delay in order to communicate with Mr. G. Pemberton at present in London, and has not as yet declared whether he accepts the conditions proposed and appears to insist that the lease should be for 21 years. I shall wait for your reply to this before answering to his requests.

I have the honor, &c.,

(Signed,)

T. BOUTHILLIER.

The Honble. Louis Panet,
Agent,
Quebec.

[Translation.]*

QUEBEC, 24th April, 1850.

SIR,—In answer to your letter of the 19th instant, concerning the lease of Sillery Cove to the Messrs. Pemberton, I have the honor to inform you that I was indeed under the impression that those gentlemen had a right to the ground in deep water upon all the front of their Cove as long as their lease lasted; whilst, as I have been informed by Mr. Fortier they are proprietors merely of the ground covered by their piers and wharf, commencing at low water mark. This circumstance entirely changes the nature of this business and places the Government completely beyond the reach of the Messrs. Pemberton. In that case, I do not see why the Government should pledge themselves to pay to them even the *valeur matérielle* of their piers and wharf at the expiration of their lease, since strictly speaking the Government might very well take possession of them. The Government should, therefore, not be held to purchase these sorts of improvements. I have already had the honor to inform you that the Report of Messrs. Normand and Lambert was exaggerated. Notwithstanding this, if the Government be not already pledged (as I do not think they are) to purchase these improvements, they should not pledge themselves to do so for the future.

As to the manner of disposing of the lease, the question being now simplified, the Government can do so in any manner they think proper, either by allowing the present lease to expire and offering the new lease by auction as you propose in your letter, or giving Messrs. Pemberton a renewal of the lease for 21 years, omitting at the same time the clause relating to the reimbursement of the *valeur materielle* of the piers and wharf in question. I am of opinion that these gentlemen will not refuse to accept this last proposition which is a very advantageous one for them, as soon as they are convinced that their Patents only give them the right to the ground covered by their piers and wharf.

I have the honor to be, &c.,

(Signed,)

LOUIS PANET,
Agent.

T. Bouthillier, Esq.,
&c., &c., &c.

[Translation.]

CROWN LANDS OFFICE,
Montreal, 13th June, 1850.

SIR,—As it appears that the clause authorizing reimbursement to be made to the Messrs. Pemberton of the *valeur materielle* of the piers and wharf which they built in deep water, seems on account of the actual value of these buildings, to bind the Government to disburse considerable sums at the expiration of the new lease of 14 years, which the Department was disposed to recommend the Executive to grant these gentlemen, I am of opinion that it would be better to try and induce them to consent to renounce the clause touching the indemnity, and see whether they would not take the lease upon the conditions already agreed upon by lowering the rent to £225 for the first seven and even for the entire fourteen years, if it were not possible to induce them to come to any other understanding.

This is merely a suggestion which you should only follow in case you be of opinion that the proposed arrangement is to the interest of the Crown and just towards the parties interested. My object is mainly to enable the Crown to recover possession of those deep water lots which were alienated with such improvidence.

If Messrs. Pemberton do not feel inclined to take a lease of fourteen years on these conditions, I am afraid that the department will be under the necessity of suggesting to the Executive that it will be more expedient to wait for a few years before disposing of the lots leased to these gentlemen as their term of lease does not expire until 1857.

I will not start as soon as I expected. In consequence I will inform you of the day upon which I leave and until then you can address your letters here.

I have the honor,
&c. &c. &c.,

FELIX FORTIER,
For the Commissioner of Crown Lands.

The Hon. Louis Panet,
&c., &c., &c.
Quebec.

[Translation.]
(Extract.)

CROWN LANDS OFFICE,
Montreal, 28th Sept., 1850.

SIR,—.....

I received a letter from the Messrs. Pemberton's Agent at Toronto respecting the lease of Sillery Cove. Will you please, at your earliest convenience, give me an answer to my letter of the 13th June last.

I have honor to be,
&c., &c., &c..

(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

The Hon. Louis Panet,
&c., &c., &c.
Quebec.

CROWN LANDS DEPARTMENT,
Montreal, 23rd Oct., 1850.

SIR,—Having lately expressed that you would rather purchase than keep under lease that portion of the Sillery Cove which is in your possession, with a view of afterwards commuting the tenure of the same, I beg you will be kind enough to state what you would be disposed to give for a grant in perpetuity of that property comprising beach and upland, also the wharves and buildings thereupon, which by the terms of your lease you are bound to deliver to the Crown at its expiration without indemnity, together with a full grant of all the ground in deep water opposite the said beach, which is not included in your Letters Patent of 1835 and 1845, to wit: that portion which is between the piers, and also between the same and low water mark, the Crown reserving only the right to resume the whole property, as well above as below low water mark, if ever required for public purposes, on payment of the value at the time of such resumption of all the then existing improvements to be then valued by *experts*, deducting therefrom the capital of the purchase price which it is proposed should remain in your hands either *à constituée* or *à rente foncière*.

I avail myself of this opportunity to assure you that the Department is desirous of bringing this matter to a speedy conclusion, but that before doing so there are preliminary steps requisite to collect the information without which the Department would act in the dark

This may be considered as quite a new application, the former one having been looked upon as abandoned in the settlement made by Mr. Panet with your brother respecting the continuation of the present lease.

I have the honor,
&c., &c., &c.

(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

George Pemberton, Esq.,
&c., &c., &c.
Quebec.

QUEBEC, 28th Oct., 1850.

SIR,—I have the honor to acknowledge receipt of your letter of the 23rd instant in which you require me to state what I would be disposed to give for a grant in perpetuity of that property occupied by us, comprising the beach and upland, with the wharves and buildings thereon, with the full grant of all the ground in deep water opposite such beach which is not included in our Patents of 1835 and 1845, to wit; that portion which is between the piers and also between the same and *low water mark*, the Crown reserving to itself the right of resuming said property above and below low water mark if ever required for public purposes, on payment of the value of their existing improvements, deducting therefrom the capital of the purchase price which it is proposed should remain in your hands *à constituer*, &c.

In answer to the above and ere naming a sum that I would deem *fair* and *equitable*, I would remark that our patents, as I believe is the case with every similar grant, give us full use and enjoyment of the ground or rather water between and around the piers, which from the abrupt descent of the shore we are obliged to sink *singularly close to low water mark*, though even then placed in seven fathoms water, otherwise our vast outlay (materially benefitting the port of Quebec both as to marking the safe channel for steamers and vessels, to pass by Point au Pizeau, and as giving wharfage by which, with similar wharves, 1200 vessels are annually enabled to load without loss or damage), never would have been gone into: the risk and cost may be estimated when I state that from the unforeseen circumstances of the bottom proving a quicksand, our *outlay was doubled*, the blocks No. 2 and 3 having upset or sunk and been rebuilt three several times by us. I therefore coincide that there being by the terms of our patents, public wharves open to the use of any one on payment of a moderate wharfage, together with their well known public utility, a real nominal rent ought to suffice, we pay £125 per annum to the Crown, a rent fully equal, we believe, in amount to that paid by any other lessee for a similar grant; and which we consider gives us full enjoyment of the water around them.

I have, therefore, after mature consideration, and bearing in mind how unbecoming to you, the gentleman before whom the proposal must be made, as well as to myself, a minor or improper offer as a feeble would be, to say that I at once offer as *fair* and *equitable* the sum of *four thousand pounds currency* (£4000) *à constituer* at the usual rate of 5 per cent. per annum for the beach and upland occupied by us in perpetuity, the Crown confirming our right to the use of the water around and inside, the blocks should it be deemed questionable.

I am well assured the Honorable Commissioner of the Crown Lands is desirous of complying with our wishes in as speedy and effective a manner as his duty will allow of. Our leases and patents with a plan of the premises being for some time in the Crown Lands Office in Montreal or Toronto. I trust he is in possession of the requisite information and in entire reliance of a fair and equitable consideration of our claims and as speedy a decision as the matter will admit of, very necessary repairs, &c., awaiting same.

I have the honour, etc.,

(Signed),

H. PEMBERTON.

F. Fortier, Esq.,
Crown Land Department,
Montreal.

SIR,—Enclosed you have an answer to yours of 23rd inst. The press of business consequent on the departure of the fall fleet will I trust excuse its delay. My brother George is now in England for the winter, and I have, being his attorney, answered in his name. I may say to you what it would be unbecoming to enter into a public document, that the present property is pretty much all that the late commercial crisis has left us, and that a sense of equity alone, and the fair and honorable treatment we have now received from the Government induces us to offer so large a sum, built, I may say, on our own outlay, in a property of little value to any one but ourselves as owners of the deep water wharves.

Trusting to your good offices in advocating our fair and equitable claim.

I am, my dear sir,

Yours respectfully,

(Signed),

H. PEMBERTON.

F. Fortier, Esq.,
Crown Land Department,
Montreal.

(Translation.)

CROWN LANDS OFFICE,

Montreal, 2nd November, 1850. †

SIR,—I transmit for your consideration the report and correspondence which has taken place between the Department and Mr. G. Pemberton. His offer appears to me to be less than the value of the property. Mr. H. Pemberton is always under the false impression that all the lot in deep water opposite to their Cove belongs to them, although their titles only give them certain portions of land, the superficies of which is designated as well as the exact situation.

Their right of property is confined to these portions of land—the remainder belongs to the Crown. At any rate, I am of opinion that, in justice and equity they are entitled to have the preference in case of the sale or lease of any portion of the land.

These gentlemen obtained in 1832 and 1835 a continuation of their lease which expired on the 1st May, 1836, for 21 years on condition of their paying £26 for the first seven and £75 for the last seven years: it is also in consideration of the improvements which they had made and proposed to make and which they were to give up at the expiration of the lease without being indemnified, that they obtained this continuation.

These improvements, the estimate of which you have valued at £2,460, form in consequence a distinct portion of the lease, and should be taken into consideration when fixing the *quantum* of the rent and the price of sale.

In case of a sale upon the conditions proposed to Mr. G. Pemberton, there should be taken into consideration the capital required to complete the concession of the deep water lot, to wit, £367 10s., representing 44,100 feet for which alone they would have to pay 2d. per foot as was ruled in an analogous case which took place at Pointe-Levi.

Might it not be possible to determine the value of the land above the low water mark by fixing the price per foot or per arpent in superficies? There are, I think in all 45 arpents.

Is this lot with the buildings worth more or less than 2d per foot?

Everything taken into consideration, what would be the reasonable price for a new lease of from 14 to 21 years with the same conditions, or for the sale of the property?

In the event of their refusing to accept the price fixed upon by the Government, would it be expedient to allow the *quantum* to be decided by *experts* or by auction sale, and would it be better to wait for a time closer to the expiration of the lease, (1857)?

I have received instructions to lay before the Executive as soon as possible the question as to the expediency of selling this lease—it is for this reason that I beg of you to be kind enough to procure all the information possible to enable you to make an elaborate report on the subject, as also upon the *quantum* of the price of the sale and rent.

You can to a certain degree guide yourself upon that point by the prices of similar properties sold or leased since several years. Mr. Lemesurier who has only nine *arpents* in superficies, pays £625 since 1839, equal to £4750 more than Mr. Pemberton pays for ten years. I am informed that the Seminary receive from Messrs. Wood and Grey £1,500 per year.

Perhaps it would be better that you should consult other persons holding similar properties. It would be prudent, for the decision of the Government will serve as a rule for other lessees, who, I presume, will ask also either to purchase or to have their leases extended.

The Government may render almost any value the concessions of deep water lots by leasing or selling to other persons than the present owners: that however, it is not their object. All the Department wishes to know, is the correct actual value of the property after deducting the piers and wharf in deep water only, as all the other wharves and buildings, together with the ground belonging *en pleine propriété* to the Government after the expiration of the lease. I shall send you a copy of the plan of the Cove and the piers if you require it. What steps have you taken in Bogue's affair?

I have the honor to be, etc., etc.,

FELIX FORTIER,
For Commissioner of Crown Lands.

The Hon. Louis Panet,
Quebec.

(Translation.)

QUEBEC, 13th November, 1850.

SIR,—I have attentively weighed and considered the offer of Mr. Henry Pemberton who is desirous of purchasing the Sillery Cove of which he and his brother the Hon. George Pemberton are lessees, as also your letter of the 2nd instant in which you refer this application to me with instruction, to report thereon.

I admit that it is difficult to determine exactly the value of the land occupied by Messrs. Pemberton, and it can only be done by approximation. If the land in question could all be conceded in emplacements as the lots of *La Ferme, de la Vacherie*, I should not hesitate to say that it would be worth as much, that is £300 per arpent in superficies, £13,500. However, the land out of the water which is susceptible of being conceded, is but a very small part of the ground occupied by these gentlemen, about one third or perhaps less. On the other hand the lots on the top of the hill are at present worth £50 per arpent, which would only give for the lots below, valuing them at the same amount, £250. Nevertheless, the first of those estimates, I think too high, and the second evidently too low. We should in that case take the mean term between these two estimates, which would give £5125 as the actual value of ground in question. I must

however, say that I am of opinion that this property is worth £6000, if, as I think, and as the Messrs. Pemberton do, the price is to remain *à constitut.*

In the event that the Messrs. Pemberton should refuse to purchase at the price fixed by the Government, I would not recommend to allow the amount to be determined by *experts* or even to risk it at public auction. With regard to the former mode, the Government should not expose themselves to the danger of an arbitration, and as to the latter, competition is too low at the present time. I am, therefore, of opinion that, in that case, it would be better to wait for a time close to the expiration of the present lease. Perhaps if the Messrs. Pemberton were informed that, unless they accept of the price and conditions fixed by the Government, the Government intend not to dispose of the property or the lease until the expiration of the present lease, it would have the effect of making them come to a compromise. The Cove occupied by Messrs. Wood and Petry which contains 9 arpents in superficies is let for 9 years at £1000 per year. This induces me to believe that, if at the expiration of Messrs. Pemberton's lease, the new lease were put up by auction, it might bring more than we think, and in any case the Government would be certain of not being deceived as to its real value at that period. When the lease of the Cove occupied by Mr. Pemberton was put up by auction, it was at a very favourable season. It might not be the same thing at present; yet notwithstanding I do not think it would bring less to-day. If the Messrs. Pemberton do not consent to purchase at the price mentioned above, the rent which might be asked of them for the renewal of the lease should be from £250 to £300 per annum with the condition that at the expiration of the lease they will give up the deep water lot and all the improvements, otherwise, the price should be regulated according to the price fixed above £360, or to be put up for competition. I am, however, of opinion that if those gentlemen value their true interests, they will purchase it at the above mentioned price which I consider to be just and reasonable.

Of course the price of the deep water lot, as fixed upon by the Government, does not form part of the above estimate and is to be fixed separately.

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

LOUIS PANET,
 Agent.

F. Fortier, Esq.,
 Montreal.

CROWN LANDS OFFICE,
 Montreal, 20th November, 1850.

Report No. 2, T. E.

On the several applications of Messrs. Pemberton for a lease of Sillery Cove or purchase.

On the 16th February, 1849, an application was made for an extension of their lease, and in August following they applied to purchase the Cove in question.

Several letters (copies of which are herewith) were exchanged between the Department and the Agent, and the matter brought before the Executive Council on a report of the late Assistant Commissioner of Crown Lands, dated the 11th October, 1849, and by Order in Council of the 23rd of the same month, an extension of 14 years was granted on the conditions, among others, of an advance of £50 per annum, the applicants renouncing to letters patent granting them deep

water lots in front of the property under lease, on payment at the end of this new lease of the real value (*valeur matérielle*) at that time of the piers erected in deep water. This order in Council was made upon M. Panet's report which stated that the applicants had agreed to such conditions.

Letter 26th, Oct 1849. The applicants were informed of the decision of Government, and do. 1st Nov. 1849. requested explanations respecting the valuation of the piers; thereupon do. 19th Dec. 1849. to prevent difficulties at any future period, the agent was made aware Letter, 4th Jan. 1850. of what the Department understood by the words *valeur matérielle*, and do. 22d Feb. 1850. desires to state distinctly what he had meant; his answer shews that he understood the value of the materials on the spot, irrespective of workmanship, which he stated would be sufficiently paid by the *low rent* charged to the applicants and extension of their lease.

The first valuation of the Agent was made whilst under the erroneous impression that the whole deep water lot in front of the Beach, was owned by the applicants as they stated to him, but being afterwards informed that their Letters Patent granted only blocks, and not the whole space in front, he reported that this very much altered the case, as in point of fact the Government might dispose of the property *without the piers and the wharf in deep water*, and moreover, stated that the applicants should be satisfied with a lease of twenty-one years, on the condition proposed, at the rent of £250 without the Government being bound to indemnify them for the piers at the end of the lease. He is strongly opposed to the Government undertaking to pay for the piers and wharves, and recommends either to wait to put up the lease at auction, or to grant an extension to the applicant's omitting the proviso proposed first, binding the Crown to reimburse the applicants the *valeur matérielle* of their piers and wharf in deep water.

Letter, 13th June, 1850. Subsequently, Mr. Panet was again desired to come to some understanding with the applicants, but to no purpose, from the assumption it is believed that they had the entire and exclusive control of all the ground in deep water fronting the Cove.

Here lies the great difference of opinion between the applicants and the Department.

Letter, 23rd Oct., 1850. The applicants have recently been asked what they would be disposed to give for the whole property together with the full grant of the whole deep water lot in front of the Cove; with the reserve only of the right of resumption in case of the property would be required for public purposes, on payment of existing improvements, the purchase price to remain *à constitut*. They have offered £4000 *at five per cent.*, equal to £200 per annum, the rent they now pay for a lease which expires on the 1st May, 1857, after which the whole of the improvements made on the beach and upland, valued last year at £2460 remaining to the Crown without indemnity.

Letter, 28th, 30th Oct., 1850. This offer was submitted to the Agent with a letter of instructions, and it will be seen by his report of the 13th instant, that the offer is far below the value of the property: the report is well reasoned. The property is said to be worth £6000 *à constitut* which at *six per cent* would yield £360 *per annum*, the £6000 being only for the beach and upland, not including the price to be charged for the deep water lots at the rate settled by Government in Tibbit's case.

Mr. Panet further recommends that in case the applicants refuse to purchase at such price, the rent should be from £250 to £300, provided they give up at the end of the lease the ground in deep water under Patent, and the whole of the *ameliorations*, improvements, otherwise that the rent should be fixed at £360 according to the price above mentioned, or that the Coves be offered at public competition at some later period.

Documents A. B. C. D. E. By the documents herewith transmitted, it will be seen that the applicants first obtained the property in question in consideration of: the

improvements they had made thereon and intended to make, and that the extension granted in 1832 and 1835 was in consideration of the advance in the rent, and the new proviso in the Letter Patent, binding them to leave all their improvements to the Crown without indemnity.

The correspondence from the Department will show that its object was to prevent the Government from undertaking to pay any sum without first knowing the probable amount and at the same time to obtain what shall be considered as a fair and just rent for the property.

Mr. Lemesurier has paid to Government since 1839 £4750 more than the applicants, for a Cove only nine arpents in superficies larger. In 1835, the same Cove was offered to public competition, and rented to the Messrs. Jeffery for £750, but owing to some obstacle in getting possession, the letters patent were cancelled and the Cove again put up at auction, and leased to Messrs. Lemesurier for £625 *per annum*.

Mr. Panet's valuation of the beach and upland at £6000 seems as fair as the applicants can expect; besides this sum the applicants should have to pay £367 10s. in accordance to the regulations made by Government in Mr. Tibbitt's case, namely that grantees of piers or blocks in deep water to secure the exclusive possession of the space between their piers and the low water mark should be charged with the ground from such piers to low water mark on the breadth of the piers. The superficies between the applicants' piers and low water mark is 44,100 feet which at 2d. per foot makes £367 10s.

Mr. Panet's recommendation that in case of refusal to purchase, the applicants should be allowed an extension of twenty-one years at the rate of £250 on their giving up the piers and wharves in deep water at the end of the lease without indemnity, or on payment of £860 yearly without any reference to the grants in deep water, the conditions respecting the improvements on the beach and upland remaining the same as at present, seems also reasonable.

In the event of the applicants' refusing any of these terms, Mr. Panet advises that a lease of the whole property be offered at public competition.

The courses proposed by Mr. Panet appears fair enough, but the undersigned does not feel justified to recommend any of them without first calling the special attention of Government to the Message of Lord Gosford of the 13th November, 1835, directing that the granting of Crown property on lease by private contract is in future to be avoided, and begs reference also to the minute of evidence attached to the report of the Committee of the House of Assembly in Lower Canada, in the session of 1835 and 1836 on the Jesuits' Estates, especially to the evidence of Messrs. Panet, Hough, Holt, Robinson, Petry, Bonner, and Mr. George Pemberton himself: the first document is to be seen on page 148 of the Journals of 1835 and 1836, and the latter in the appendix of that year, volume 3, Letter X. X. It would appear that if Mr. Pemberton's Cove had been put up at auction in 1835, it would then have fetched from £400 to £500 *per annum*, and that in the opinion of most of the witnesses the large profits made then in timber trade amply repaid Cove lessees for their expenditure..

In case of either sale or lease, ample security should be required, and there is no reason why less than legal interest shall be charged, which is the case in all new grants made by Government since the Jesuits' Estates management has been transferred to this office.

(Signed.)

J. H. PRICE.

Commissioner of Crown Lands.

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 8th April, 1851, approved by His Excellency the Governor General in Council on the same day.

On the application of Messrs. George and Henery Pemberton and Co., for extension of their present lease of Sillery Cove, or to be allowed to purchase the same.

The Committee recommend that a sale in perpetuity of the cove in question be offered to the Messrs. Pemberton for the sum of £6,367 10s, that is £6,000 for the piers, beach and upland, and £367 10s., (viz 44,100 feet at two pence per foot) for the deep water between and in rear of the piers,—the said sum of £6,367 10s. to remain *à constitut* on the property at the legal rate of interest of six per cent. per annum.

Certified, WM. H. LEE,
C. E. C.

CROWN LANDS OFFICE,
Montreal; 21st April, 1851.

GENTLEMEN,—I have the honor to enclose, for your information, a copy of an Order in Council made on the 8th of April instant, upon your application respecting that portion of Sillery Cove, now in your possession as lessees, and beg you will be kind enough to let me know at your earliest convenience whether you are ready to accept of the terms proposed.

I have the honor, &c.,

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

Messrs. G. & H. Pemberton,
Merchants,
Quebec.

Quebec, 24th April, 1851.

SIR,—I have the honor to acknowledge receipt of your letter of the 21st April, enclosing copy of the Order in Council made on the 8th instant, upon our application respecting our part of Sillery Cove. My brother George Pemberton will in a few days be in Montreal, when he will call on you on the subject of the completion of the sale, and mean time, I have the honor to be, &c.,

(Signed,) H. PEMBERTON.

F. Fortier, Esq.,
Crown Lands Department,
Montreal.

Quebec, 26th May, 1851.

SIR,—We have to acknowledge receipt of your letter of the 21st April annexing copy of the Order in Council of the 8th April, 1851, recommending a sale in perpetuity of that part of Sillery Cove now occupied by us as lessees, for the sum of six thousand pounds for the piers, beach and upland, and three

hundred and sixty-seven pounds ten shillings for the deep water between and in rear of the piers, the said sum of six thousand three hundred and sixty-seven pounds ten shillings to remain *à constitut* on the property at the legal rate of interest of six per cent. per annum. And in reply we beg to say that we agree to the proposed terms and are prepared to complete the requisite deeds when ready.

We have the honor to be &c.,

(Signed,)

GEORGE PEMBERTON,
HENRY PEMBERTON,

Curator of the Estate of the late
WILLIAM PEMBERTON.

F. Fortier, Esq.,
Crown Lands Department,
Montreal.

CROWN LANDS DEPARTMENT,
Montreal, 31st May, 1851.

GENTLEMEN,—I have the honor to acknowledge the receipt of your letter of the 26th instant, accepting of the terms proposed by Order in Council of the 21st April last for the sale of that portion of Sillery Cove you are in possession of, and beg before proceeding further to the completion of the requisite deeds to carry into execution the said Order in Council, to make the following explanations rendered necessary by the rather vague wording of the description of property.

It was by error that the word pier was introduced in that portion of the Order in Council, which relates to the beach and upland; by *piers* is meant the wharves lying in the beach, as to the deep water lot stated to be 44,100 feet, it comprises only the ground between the piers in deep water of low water mark in the breadth of the piers, the granting of which ground is understood, however, to secure to you for the purpose of your timber trade, the exclusive possession of the whole space between the piers and low water mark.

As soon as you will have informed me that you are satisfied with these explanations, I will direct Mr. Panet to prepare the deed of sale for the upland and beach for the approval and signature of the Head of the Department, and will take immediately steps for the issue of letters patent for the deep water lots, which form no part of the Jesuits' Estates.

I have the honor, &c.,

(Signed,) FELIX FORTIER.

Messrs. G. & H. Pemberton,
Quebec.

QUEBEC, 2nd June, 1851.

DEAR SIR,—In reply to your favour of the 31st ultimo, recieved this day, we beg to say that we are quite satisfied with the explanations therein given respecting the word pier, and the extent of the deep water lot stated to contain 44,100 feet. We shall be glad to be informed that the deeds are being prepared by Mr.

Panet, who we presume, will be instructed to show us the rough draft of same when ready.

We remain, Dear Sir,
&c., &c., &c.,

(Signed,) " "

GEORGE PEMBERTON,
HENRY PEMBERTON,

Curator to the Estate of the late
WILLIAM PEMBERTON.

F. Fortier, Esq.,
Crown Lands Department,
Montreal.

[Translation.]

CROWN LANDS DEPARTMENT,
Quebec, 4th June, 1851.

SIR,—I send you a copy of the Order in Council authorising the sale of that part of Sillery Cove which is in the possession of Messrs. George and Henry Pemberton, the latter in the quality of Curator to the vacant estate of the late William Pemberton, in his lifetime, Esquire, Merchant, in order that you may prepare a draft of the deed of sale of this property in the name of the Commissioner of Crown Lands, in favor of these gentlemen in the form and with the clauses used in like cases.

I think that it would be prudent to have a regular plan made of the property after a careful examination of the premises, the said plan to be annexed to the deed of sale so as to prevent all difficulties which might arise at some future period regarding the superficies of the land sold. Of course the deed of sale as well as a duly certified copy thereof after having been duly registered have to be furnished at the cost of the purchasers. The registering is in order to preserve the hypothec and privilege of *bailleur de fonds*. The payment of the *rente constituée* is to be quarterly, and the reimbursement of the *constitut* can only be made in one payment and after a previous notice of twelve months has been given.

The tariff of *cens et rentes* is also to be that established for all the seigniories of the Jesuits' Estates; to wit, one penny per arpent in superficies.

If you do not deem it necessary to have a new plan made, there must be inserted a clause discharging the Crown from paying any indemnity in case of a deficit in the quantity of land mentioned in the deed of sale, whatever may be the deficit. As all the land is *en roture*, the other usual clauses such as those inserted in the deeds of confession of the domain of Sillery should be comprised in the contract.

I send you a copy of Messrs. Pemberton's last lease.

You may insert any other clause you think necessary to secure the sale proposed, and shew the draft to Messrs. Pemberton before sending it to me to obtain the approbation of Mr. Price.

As to the deep water lots, as they form part of the Crown domain, the concession will be made by letters patent.

You will please inform the parties interested that you have received this letter.

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

(Signed,) FELIX FORTIER.

The Hon. Louis Panet,
Quebec.

Quebec, 10th June, 1851.

DEAR SIR,—We have been shewn by Mr. Panet your instructions for drawing up the deed of sale of the part of Sillery Cove at present occupied by us under lease from the Government, and as there are several material discrepancies between them, and the arrangement sanctioned by the Executive Council, as we understood it, we take the liberty of pointing out them to you for further consideration: 1st. We cannot agree to a sale by seigniorial title, as we should be compelled immediately to incur the expense of altering that tenure into free and common socage, and as no objection has been raised on the part of the Government as far as we know, to grant this change of tenure when asked, we trust that there will be now none to grant it to us at once and save us the expense and loss of time in obtaining it hereafter; 2nd. We cannot understand from these instructions whether you intend the present lease should be at once commuted into a sale in perpetuity, and that we should be required forthwith to pay annual interest on the amount of purchase money say £6,367 10s. currency; if so this would add £1092 1s. cy. to the price, which is already far higher than we ever expected to pay, as we are now paying £200 currency per annum by the lease, which does not expire until the first May, 1857, the difference between which and the interest on the above sum at 6 per cent. per annum makes the above sum of £1092 1s. cy., added to the price. We hope that such is not the meaning of your instructions, but if so we must object to this clause; 3rd. The rent or interest is made payable every three months, which differs from the rent under the lease which is payable half yearly, which we consider more convenient for both parties; 4th. The purchase money according to your instruction must be paid in one payment and not by instalments, which would be more convenient for us. The amount of each instalment might be fixed at not less than £1000 which we hope may be approved of. We have requested Mr. Panet to delay the drawing up of the deed until the above points shall have been submitted to the consideration of the Council, and we pray that their decision thereon may be favourable.

We remain, Dear Sir,
&c., &c., &c.,

(Signed,)

GEORGE PEMBERTON,
HENRY PEMBERTON,

Curator to the Estate of the late
WILLIAM PEMBERTON.

F. Fortier, Esq.,
Crown Lands Department,
Montreal.

[Translation.]

CROWN LANDS OFFICE,
Toronto, 14th June, 1851.

SIR.—When you estimated the value of the property occupied by the Messrs. Pemberton at £6000 did you take into consideration that in purchasing, they would have to pay at the time of the purchase the interest upon this £6000, and would thus have to pay £6960 by the surplus between their present rent (£200) and the interest of these £6000 (£360) which they would have to pay?

Did you understand that they would have to pay the interest of these £6000 from the date of their deed of purchase? The objection which they make on that

head, appears to me to be reasonable enough, but as this consideration may have influenced you in making the estimate, I felt it my duty to write to you before giving them an answer.

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

The Hon. Louis Panet,
Agent, Quebec.

(Extract.)

QUEBEC, 18th June, 1851.

SIR,—You ask me in your letter of the 14th instant, whether, when I valued at £6000 the property occupied by Messrs. Pemberton, I took into consideration that, in purchasing, these gentlemen would have to pay from the moment of their purchase the interest upon these £6000, and thus have to pay £6960, being the difference between the present rent and the interest of these £6000 (£360) which they would have to pay. Not at all, I had no instructions to do so and made an estimate of the property purely and simply at what I thought it was worth, without referring to the existing lease.

You also ask me whether I mean that they will have to pay the interest upon these £6000 from the date of their deed of purchase.

Not exactly from the day of the contract, but from the day upon which the contract takes effect, that is, from after the expiration of the present lease; for I did not think that Messrs. Pemberton would be simple enough to depart from a lease which gives them the use of the property for £200 per year, whilst by virtue of their deed of sale they would have to pay £360. In fact, I consider the arrangement proposed in the light of a promise of sale more than anything else.

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

(Signed,) LOUIS PANET,
Agent.

CROWN LANDS OFFICE,
Toronto, 28th June, 1851.

Report 14th., T. E.

On the letter of Messrs. G. & H. Pemberton, 17th—14th June, 1851.

The applicants allege discrepancies between the instructions given to Mr. Panet for the drawing up of the deed of sale of that portion of Sillery Cove they are in possession of as lessees, and the conditions settled by the Order in Council of the 8th April last, a reference to the Order in Council and to the copy of the instructions herewith, will shew that there is no such discrepancy.

The Cove in question is included in the Seigniorship of Sillery and formerly formed part of the domain farm of that seigniorship, the applicants knew well that the Cove was *en roture* as well as the remainder of the domain, for one of them, the Hon. G. Pemberton, acquired previous to 1838, a lot of land forming part of the said domain, *en roture*, and had to commute the same afterwards (1849) according to the provisions of the 10th and 11th Victoria, chap. 111.

The Order in Council of the 8th April was made known to the applicants without any mention that the front would be in free and common soccage, nor is there any mention about it in the letter of the Hon. G. Pemberton accepting of the proposed terms.

The commutation of the seigniorial tenure into that of free and common soccage, *it is presumed* cannot be effected by a mere Order in Council, unless in pursuance to the statute above mentioned which, it should be observed, directs that moneys arising from such commutations are to form a special fund.

A reference to the letter from this department of the 23rd October, 1850, will satisfy that the applicants were well aware that the grant of the beach and upland would be *en roture*, as one of them expressed that they would rather purchase the property than take it on lease, "*with a view of afterwards commuting the same.*" Mr. Henry Pemberton in answer to that letter containing proposal for the property does not object to the tenure, nor does he mention anything about free and common soccage. These two letters were submitted to Mr. Panet the Agent, when called upon to make the valuation.

The applicants' demand not to be charged with the interest on the purchase price, until the expiration of their lease, appears just; but as the agent in making his valuation might have taken into consideration the surplus of interest the applicants would have to pay, by purchasing at present, he was written to on the subject; his answer corroborates the views of the undersigned, that interest should be charged from the 1st May, 1857, only.

Letter of Mr.
Panet, 18-21
June, 1857.

There is no objection that the annual interest be paid every six months, instead of quarterly.

There was no mention made how the capital of the *constitut* should be reimbursed, but it would appear when there is no stipulation to the contrary, the law provides that the debtor cannot oblige his creditor to receive any partial reimbursement of the capital of the *constitut*, the investment in this case being upon landed property, is an advantageous one, and the partial reimbursement of the capital might give rise to difficulties for the investment of sums reimbursed.

On the whole the undersigned is of opinion that the applicants should be charged with interest on the purchase price, from the expiration of their lease only (1st May, 1857) such interest payable every six months, the capital of the *constitut* to be reimbursed in one payment, as mentioned in the instructions to Mr. Panet.

As to the tenure, the undersigned cannot recommend the prayer of the applicants that the grant should be in free and common soccage.

There seems no objection, however, that a grant of the beach and upland be made to them free from all seigniorial rights *en franc aleu roturier*, provided that the sum the applicants would have to pay for the commutation of tenure, in accordance to the 10th and 11th Vict., chap. 111, to wit, £375, be added to the price settled upon for the said beach and upland, which would make it altogether £6,375.

The whole humbly submitted.

(Signed,)

J. H. PRICE,
Com. of Crown Lands.

[Translation.]

CROWN LANDS OFFICE,
Toronto, 22nd July, 1851.

SIR,—I have just had an interview with the Hon. G. Pemberton who informs me that he is under the impression that when you estimated the property he holds

by virtue of his lease at £6000, you then meant that he should hold the ground in free and common socage or in *franc aleu roturier*, (which is about the same thing) in a word, that the property would be handed over to him free of all seigniorial rights in the same manner as deep water lots are conceded by the Crown.

I informed him that I did not think so, as there never was any question, before fixing the price of the rent, of changing the tenure of this property which is included in the seigniority of Sillery, and that, amongst the papers which had been sent to you there was a letter from the department which cited a conversation in which he, Mr. George Pemberton, says that he would prefer purchasing with the view of commuting at some future period and that it was in answer to this communication that H. Pemberton had made an offer of £4,000 without raising the least objection with regard to the *tenure en roture*. At any rate since that part of the first of his two letters in which mention was made of the future commutation of the tenure failed to attract your attention, and that you justly placed the valuation at £6,000 expecting that the sale of the ground should be made free and exempt from any seigniorial rights in the same manner as if the tenure had been commuted, as pretends Mr. Pemberton, I beg of you to be pleased to explain yourself on the subject at your earliest convenience, and to let me know whether that gentleman is under a right impression.

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

The Hon. Louis Panet,
Agent, Quebec.

QUEBEC, 26th July, 1851.

SIR,—In answer to your letter of the 22nd instant in relation to what Mr. Pemberton told you that he was under the impression that when I valued the property he holds by his lease at £6,000, I meant that he should have the land in *franc aleu roturier*,—I beg to inform you that when I made this valuation it never even crossed my mind for an instant that the property ought to be subject to seigniorial dues.—The idea did not occur to me at the time, and to tell you the truth, I never even gave the matter a thought. I was aware that these lots had been let by letters patent in the same manner as deep water lots and the idea of the seigniorial tenure did not come to my mind at the time. It is probable that if I had thought that this sale ought to be effected with *cens* and seigniorial rights upon it, I would perhaps not have valued the property at quite as much as I have done. I do not at all remember seeing the letter you mention and which says that Mr. Pemberton had said that he would prefer purchasing with a view to commute at some future period.

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

(Signed,) LOUIS PANET,
Agent.

F. Fortier, Esq.,

CROWN LANDS OFFICE,
Toronto, 6th August 1851.

Report No. 16, T. E.

On the application of Messrs. Pemberton to purchase the Cove in the Jesuits' Estates they hold under lease.

One of the applicants having recently expressed his impression that when the agent valued the property in question he understood the same would be sold in free

and common soccage, Mr. Panet was in consequence called upon for explanations, and in his letter of 26th ultimo states that when he made the valuation, the idea did not occur to him that the property would be in seigniorial tenure, and that in fact he did not think of it at all, that if he had thought the sale would be made subject to the *cens* and other seigniorial dues, he would not *perhaps* have valued the property *quite as much* as he did.

The copy of the letter addressed to Mr. G. Pemberton, wherein mention was made that he, Mr. Pemberton, had stated "*he preferred purchasing with the view of afterwards commuting*" seems to have escaped Mr. Panet's notice, when the papers were sent to him for valuation.

After further and mature consideration of all the facts and documents connected with this case the undersigned sees no reason to alter the conclusions he has arrived at in his report of the 28th June last, which is under the consideration of the Honorable the Executive Council, but would suggest that no action be had until the Hon. the Attorney General East has given his opinion on the question submitted to him by the undersigned as to the legality of sales by the Crown of any portion of the Jesuits' Estates. Should such sales be declared illegal the Order in Council of 8th of April last, made in favor of the Messrs. Pemberton should be cancelled, and the parties interested duly notified of the same.

(Signed,)

J. H. PRICE,
Com. of Crown Lands.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 26th February, 1852, approved by His Excellency the Governor General in Council on the same day.

On the letter dated 10th June, 1851, of Messrs. G. and H. Pemberton of Quebec, objecting to a seigniorial concession of a certain beach property, proposed to be purchased by them and situate in the Seignioriy of Sillery, and praying that the same may be granted in free and common soccage and that the conditions of the proposed grant may in some other respects be modified.

The Commissioner of Crown Lands concludes his report on the above application as follows:

"On the whole the undersigned is of opinion that the applicants should be charged with interest on the purchase price from the expiration of their lease only (1st May, 1857) such interest payable every six months, the capital of the *constitut* to be reimbursed in one payment as mentioned in the instruction to Mr. Panet.

"As to the tenure the undersigned cannot recommend the prayer of the applicants, that the grant should be in free and common soccage. There seems no objection, however, that a grant of the beach and upland be made to them free of all seigniorial rights *en franc aleu roturier*, provided that the sum the applicants would have to pay for the commutation of tenure in accordance to the 10th and 11th Vic., chap. 111, to wit, three hundred and seventy-five pounds, be added to the price settled upon for the said beach and upland, which would make it altogether £6,375."

The Committee recommend the suggestions of the Commissioner of Crown Lands for your Excellency's approval, except in so far as they carry the sum to be paid to £6,375,—the Committee being of opinion that inasmuch as the agent (Mr. Panet) valued the property as if it had been held in a free tenure (see his letter of the 26th July, 1851) the sum of £375 should be deducted from the purchase money.

or in other words that the Messrs. Pemberton should be allowed to purchase the property for £5425 and to effect a commutation thereof from the seigniorial tenure into *franc aleu roturier* for £375.

Certified,

WM. H. LEE,
C. E. C.

CROWN LANDS DEPARTMENT,
Quebec, 28th February, 1852.

SIR,—I have the honor to inform you that your letter of the 10th June last, respecting the tenure of the beach and upland of that portion of the Sillery Cove in your possession as lessee, has lately been brought under the consideration of His Excellency the Governor in Council, and that it has been ordered you should be allowed, conjointly with the Curator to the vacant estate of the late William Pemberton, to purchase the said property *en franc aleu roturier*, at the price of £6000, or *à titre de cens* at the price of £5625, with the privilege of effecting a commutation of the present seigniorial tenure into that of *franc aleu roturier* on paying £375, and I beg you will be kind enough to state at your earliest convenience, under which of these two tenures you are ready to take a deed for the said beach and upland, in order that directions be given to Mr. Panet to prepare such deed, and that steps be taken for the issue of the requisite letters patent for the deep water lots.

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

The Hon. George Pemberton,
Quebec.

Quebec, 2nd March, 1852.

SIR,—I have the honor to acknowledge receipt of your letter of the 28th February, addressed to the Hon. G. Pemberton, who is at present in England, but for whom I am empowered to act, in which you inform him that it has been ordered by his Excellency the Governor General in Council “that he should be allowed, “conjointly with the curator to the vacant estate of the late William Pemberton, to “purchase the said property, the beach and upland of that portion of Sillery Cove, “in our possession as lessees, *en franc aleu roturier*, at the price of £6,000, and “giving us the privilege of taking it *à titre de cens* for £5,625.”

We have to say that we, in conformity, are ready to take a deed of said beach and upland, as now leased by us, at the price of £6000, *en franc aleu roturier*, to take effect, of course, after the expiration of the lease, or which might possibly be preferable, making us at once an equivalent for the same, and request the necessary directions may be given to Mr. Panet to prepare such deed.

I have the honor to be, Sir,

Your obedient servant,

HENRY PEMBERTON, Attorney of
GEORGE PEMBERTON,
And Curator to the vacant estate of the late
WILLIAM PEMBERTON.

Felix Fortier, Esq.,
Crown Lands Department.

(Copy.)

CROWN LAND'S OFFICE,
Quebec, 5th March, 1852.

SIR,—I have received your letter of the 2nd instant, desiring that instructions be given to Mr. Panet to prepare the requisite deeds for the beach and upland you hold on lease at Sillery Cove, and have to inform you, that such instructions have been given, and also, that Mr. Bouchette has been desired to prepare the description of the deep water lots in front of the same, in pursuance of your letter of the 26th May last; the interest on £367 10s., the purchase price of the latter, will make the annual rent £22 1s.

(Signed,) F. FORTIER,
For Commissioner Crown Lands.

Henry Pemberton, Esq.,
Attorney for G. Pemberton,
and Curator to the
Estate of the late
Wm. Pemberton,
Quebec.

(Translation.)

CROWN LANDS OFFICE,
Quebec, 5th March, 1852.

SIR,—I have the honor to inform you, that by an Order in Council, bearing date the 26th ult., it has been decreed that the Messrs. Pemberton may hold in *franc aleu roturier*, the beach and lot which they now possess as lessees, for the sum of £6,000; that the interest on this amount shall only run from the 1st May, 1857, and shall be payable in six monthly instalments, the principle to be refunded in one payment as mentioned in the letter from the department, bearing date the 4th June last. You will be pleased therefore, in conformity with this letter, to draw up the necessary deed, and introduce therein the modifications required by this last Order in Council; also, see the parties interested and submit your draft of the deed, after having shown it to them, to the Commissioner for his approval and signature.

(Signed,) F. FORTIER,
For Commissioner of Crown Lands.

The Honble. L. Panet,
Agent,
Quebec.

(Copy.)

QUEBEC, 6th March, 1852.

SIR,—I have to acknowledge receipt of your letter of yesterday, and when Mr. Panet is ready, shall be prepared to execute the deed for the beach and upland at Sillery, in conformity with mine of the 2nd instant.

You add, that "Mr. Bouchette, has been desired to prepare a description of the deep water lots in front of same, in pursuance of your letter of the 26th May, the interest with purchase money of same being £22 1s., (say on £367 1s.,)" in that letter to which I had no answer, I wrote you, "that we should be glad to be informed that the deeds are being prepared by Mr. Panet, who will we presume be instructed to show us the rough draft," and on its being exhibited to us we found your instructions to Mr. Panet to be what we considered, totally at

variance with the Order in Council, and on the 10th June, wrote you to that, effect declining to take the deed, and to which letter we had no answer, and there the affair, to our extreme disappointment and loss, seemed to terminate.

Had the deed for the beach and upland, &c., been then executed, we would have been saved an entire business season, and been gainers to a much greater amount than the purchase money you name for the water lots in front of our property, and also being willing to bring a very protracted negotiation to a conclusion, at, to us, so important a season. I, without reading our deep water patents, which you had sent for long before, and still have, consented to this purchase, but I have since obtained a copy of our deep water patent, and have seen and consulted many others, and being convinced that nothing would be more unusual in practice, and unjust to us, than thus to saddle us with an annual payment of £22 1s. for water ground blocks already secured to us, and the use of which we are bound to give the public, and on which we can build nothing further without injury to them and ourselves, and referring you therefore to the patent, which, I consider confirm on us all the rights and privileges this purchase could secure, I very respectfully decline the same; should we however, hereafter find it necessary for the public and our own accomodation to increase the number of our blocks, we shall, of course, apply for the usual deep water patents.

I have the honor to be,

Sir,

Your obt. servt.,

(Signed,)

HY. PEMBERTON,

Attorney, &c.

CROWN LANDS DEPARTMENT

Quebec, 11th March, 1852.

GENTLEMEN,—I have the honor to acknowledge the receipt of your letter of the 6th instant, and beg to state in reply, that the Order in Council of the 8th April last, had in contemplation but one simultaneous sale, and that your letter of the 26th May last contains a full unrestricted acceptance of the purchase of both beach and upland and deep water lots. Your letter of the 2nd June in answer to the explanations, one you received from this department, dated 31st May last, leaves no doubt that you understood perfectly well that both properties were to be disposed of simultaneously. Again I would refer you to your letter of the 10th June, wherein you state that you have requested Mr. Panet to delay drawing up the deed he has to prepare, until the objection you raised against the tenure, the day from which the interest of the purchase price should run, the terms of the payment of the annual interest and the mode of redeeming the capital should be submitted to Council.

These objections, of course, required some correspondence from Toronto, with the Agent at Quebec who had valued the property, and were referred to Council on the 28th June last. Unfortunately the press of legislative business prevented any action being taken since the removal of the seat of Government here, the general election, and other uncontrollable circumstances have prevented an earlier action.

The extent of the privilege you again claim to derive from your Letter Patent of the deep water lots, patented in your favor, has already been brought under the notice of the Executive Council, and it was after due consideration that the Order in Council of the 8th April last was rendered, directing that you should pay £365 10s. for the deep water lots which you now decline to purchase.

Under these circumstances, instructions have been given to Mr. Panet to

suspend the preparing of the deed for the beach and upland until further orders.

Your refusal to complete simultaneously the requisite instrument for the deep water lots will, I fear, be considered as withdrawing your previous acceptance and a renunciation to any claim resting upon the Order in Council of the 8th April last.

I beg therefore you will be kind enough to state at your earliest convenience, whether you persist in declining to take Letters Patent for the deep water lots in question.

(Signed,) JOHN ROLPH,
Commissioner of Crown Lands.

The Hon. G. Pemberton,
and Henry Pemberton, Esq.,
Curator to the estate of the late Wm. Pemberton.

(Copy.)

QUEBEC, 15th March, 1852.

SIR,—I have to acknowledge receipt of your letter of 11th instant, and beg to say I accept the deep water grant, and request that the necessary steps be taken for the issue of the requisite Letters Patent for same.

I have the honor to be,

Sir,
Your most obedient servant,
(Signed,) HENRY PEMBERTON,
Attorney.

G. PEMBERTON,
Curator to the estate of the late Wm. Pemberton.

To the Honble. John Rolph,
Commissioner of Crown Lands.

(Translation.)

CROWN LANDS OFFICE,
Quebec, 16th March, 1856.

SIR,—Will you be pleased to prepare as soon as possible the draft of the deed of sale of that part of Sillery Cove occupied by the Messrs. Pemberton which I had ordered you to suspend, and to allow me to see it before sending it to these gentlemen.

(Signed,) FELIX FORTIER.
For Commissioner of Crown Lands.

The Honorable Louis Panet,
Agent,
Quebec.

(Translation.)

QUEBEC, March 20th, 1852.

SIR,—With reference to the sale about to be made to the Hon. George Pemberton and to the curator to the vacant estate of the late William Pemberton, I beg to notify you that there is no person here to accept the sale in lieu and instead of the Hon. G. Pemberton, who is absent in England. Mr. Henry Pemberton,

his brother, has, indeed, a general power of Attorney from him in so far as relates to matters of trade, but this does not extend to authorise him to acquire property and bind his brother to the payment of the amount of such purchases. Another thing, the same difficulty takes place with regard to Mr. Henry Pemberton in his quality of curator to the estate of Wm. Pemberton, appointed the 31st October, 1854. Can he lawfully accept the sale in question? For my part I do not think so, and it may probably require a special Power of Attorney.

Be pleased to weigh well these remarks and inform me what to do in the premises.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,)

L. PANET,

Agent.

Felix Fortier. Esq.,
&c., &c.

CROWN LANDS OFFICE,

Quebec, 22nd March, 1852.

SIR,—Enclosed I have the honor to hand you, annexed to the accompanying *liasse* of papers, a letter received from the agent of the Jesuits' Estates in this district, the Hon. Louis Panet, who states as his opinion, that Mr. Henry Pemberton is not vested with sufficient authority to accept the deed of sale of a portion of Sillery Cove, and the deep water lots adjoining, to the Hon. George Pemberton, and the vacant estate of the late Wm. Pemberton.

Although I entertain no doubt as to the correctness of Mr. Panet's views in this matter, still the question being a legal one, I beg to submit the same for your consideration.

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

Hon. L. T. Drummond,
Attorney General East,
Quebec.

(Translation.)

SOLICITOR GENERAL'S OFFICE,

Quebec, 27th May, 1852.

With respect to the Letter of Felix Fortier, Esq., of the 22nd March, 1852, regarding the Power of Attorney of Henry Pemberton, Esq.

The undersigned is of opinion that Mr. Henry Pemberton is not sufficiently authorized by the Power of Attorney from his brother. At the same time he must observe that if the business be urgent, the difficulty may easily be overcome by Mr. Pemberton's giving his own personal security as well for his brother as the vacant estate, allowing Mr. George Pemberton to ratify it at a future period.

With regard to the vacant estate, much depends upon the nature and the necessity or at least the usefulness of the purchase. It would, however, be preferable that Mr. Pemberton should be authorized to do so in a Court of Justice.

(Signed,)

PIERRE J. O. CHAUVEAU.

Solicitor General, L. C.

(Extract.)

CROWN LANDS OFFICE.

SIR,—.....

I herewith enclose you the opinion of the Honorable Solicitor General to guide you in the business of the Messrs. Pemberton.

(Signed,) **FELIX FORTIER,**
For Commissioner of Crown Lands.

The Hon. Louis Panet,
Agent, Quebec.

CROWN LANDS OFFICE,
Quebec, 3rd April, 1852.

SIR,—I have the honor to transmit to you the draft of the deed of sale in favor of Mr. H. Pemberton, prepared by the Hon. Mr. Panet, and to beg of you to inform me whether the said draft is sufficient in law and in conformity with the conditions expressed in the two accompanying reports and the orders in Council given on these reports, which you will be kind enough to return to me.

(Signed,) **FELIX FORTIER,**
For Commissioner of Crown Lands.

The Hon. L. T. Drummond,
Attorney General, East,
Quebec.

(Copy.)

QUEBEC, 31st May, 1851.

SIR,—I beg leave to enclose herewith a petition to His Excellency the Governor General, praying for a grant of the property I now hold under lease, and would feel obliged to you to put it before His Excellency in Council.

I have the honor to be,

Sir,

Your most obedient humble Servant,

(Signed,) **HENRY SHARPLES,**
By **GEORGE SHARPLES,**
Duly authorized.

The Hon. James Leslie,
Provincial Secretary,
&c., &c., &c.

(Copy.)

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Baron Elgin, K. T., Governor General of British North America, and Captain General, and Governor-in-Chief in and for the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c., in Council.

The petition of Henry Sharples, Merchant,

HUMBLY SHEWETH :

That your petitioner has been in possession as lessee of the Crown, of a certain piece of ground at Sillery Cove, near the City of Quebec, bounded on one side by property in the possession of Messrs. William and George Pemberton, on the other side by property in the possession of Mr. Henry Villet Wright, or his representatives, in the rear by the ridge of the hill, and in front by high water mark of the River St. Lawrence, together with the beach between high water and low water mark in front of the said ground, for a great many years past, and continues in possession of the same under a lease to expire on the first day of May, 1857.

That your petitioner, with the late William Sharples, obtained a grant from the Cromby Letters Patent, bearing date the 28th day of December, 1835, of the deep water lots immediately in front of the property so held by them under lease, and have expended large sums of money in the erection of piers, at which vessels of the heaviest burthen lie in perfect safety, and which have proved of great utility to vessels coming to this port for cargoes of timber.

That the said William Sharples has since departed this life, and your petitioner hath become legally vested with the interest he had in these deep water lots.

That your petitioner would now require to expend other large sums of money in making improvements upon the property so held by them under lease, in order to render the same as fully available to the ends of commerce as the property is susceptible of, and before doing so, Your petitioner is desirous of obtaining a part of the same from the Crown, upon such terms as Your Excellency may deem just and reasonable.

Wherefore Your petitioner humbly prays, That Your Excellency will be graciously pleased to cause Letters Patent to issue in due course, granting to Your petitioner the said piece of ground and premises, so held by him under lease, under such terms, as to Your Excellency may seem just and seasonable.

And as in duty bound Your petitioner will ever pray.

(Signed,)

HENRY SHARPLES,

By CHARLES SHARPLES,

Duly authorized.

Quebec 31st May, 1851.

(Translation.)

(Extract.)

CROWN LANDS OFFICE,

Toronto, 15th June, 1851.

SIR,—I transmit to you a petition from Mr. Sharples, to which you will please give your attention as soon as possible. You will observe that according to the last lease, all the buildings erected on the ground belong to the Crown.

It is requisite that you should make a separate valuation of the buildings, houses, wharves, and hangards, and of the ground, in order to be able to form, more easily, an opinion as to the real value of the whole property taken together. You will then, please repair to the premises, and if you think it necessary to use the services of any person able to judge of the value of the buildings in question to assist you in valuing them, you are hereby authorized to do so. Mr. Normand appears to me a person well qualified for this duty.

Should we not exact some guarantee or security? The report in the case of Mr. Pemberton recommended that security should be given, and I am of opinion that the omission of this clause in the Order of Council has been involuntary. Will you please ask Mr. Sharples for the plan of the property which is attached to the Letters Patent, of which he has the original, or a copy certified correct, by some surveyor.

I am expecting an answer in that affair of Bogue's.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER.

The Honorable Louis Panet,
Agent, Quebec.

(Translation.)

QUEBEC, 26th July, 1851.

SIR,—In obedience to the order of reference of the 12th June last, and to the instructions contained in your letter of the 13th instant of the same month, I made the survey, inspection, and valuation of the beach lots occupied at Sillery, by Mr. Henry Sharples, and which that gentleman wishes to purchase.

Having been unable to procure the service of Mr. Jacques Normand, as he has been absent from Quebec for several days, I was assisted by Mr. Paul Julien, who is as competent as Mr. Normand, for this sort of business. The result of our valuation has been as follows:—

1. The <i>mitoyen</i> wharf in the south east line of about 500 feet in length, has been valued at £480, being for Mr. Sharples' half	£240	0	0
2. The wharf adjoining, called the interior or stave wharf, about 150 feet from the preceding one, 260 feet in length, upon 30 feet in width, has been valued at	200	0	0
3. The school house and <i>hangard</i> together, at	100	0	0
4. <i>Old Steam House</i> } All old, in very bad order, and in			
<i>Old Moulding House</i> } ruins, valued at	30	0	0
Do. <i>Forge.</i> }			
5. The wooden houses, several of which have no chimnies used as dwelling houses for the workmen, including the building used as an office, valued together at	200	0	0
6. The cottage, 36 feet by 21, in bad order, and requiring repairs, at	200	0	0
7. A wooden house with a chimney, valued at	100	0	0
8. The <i>mitoyen</i> wharf in the north east line, about 500 feet in length, valued at £360, being for the half of Mr. Sharples....	180	0	0
	£1,250	0	0

Making altogether for the improvements upon the ground in question, the said sum of £1,250 curancy.

I should observe that the greater part of the buildings and wharves, with the exception of the interior or stave wharf, are in bad repair, further, that the school house was built by and at the expense of the school commissioners, and that Mr. Sharples only furnished the ground, from which he draws no rent.

Now, with regard to the value of the whole of the property, and taking as a basis the estimate already made of the beach and lots of Messrs. Pemberton, I am of opinion that the beach and lots occupied by Messrs. Sharples, can not be worth less than £5,000, *à constitut.*

I must confess, however, that after deep and mature deliberation, I am much afraid that the present mode of selling these properties, (which are of considerable value,) according to the valuation we thus make of them, is not a good one, and I fear that notwithstanding all the precautions we can take, we may yet run the risk of deceiving ourselves. Would it not be better to put up the lots for sale by tender, or public auction, taking the amount of their valuation as the upset price? Then the government would be perfectly justified in selling them at these prices, if no one were present to offer a higher sum.

I foresee that we shall find great difficulty in the case of Mr. Lemesurier, who also, wishes to purchase. If we make the estimate of his property on the same footing, and taking for basis the value set upon the other beaches, the amount will not come up to the capital represented by the rent which he pays. It would also be something singular enough to see a property valued at less than the capital of the rent it brings, whilst the adjoining beaches would be valued at a far greater sum.

I am therefore of opinion that the government can not shield themselves from complaint otherwise than by putting up the lots for sale in the manner recommended above.

I have the honor to be,

Sir,

Your obedient servant

(Signed,)

LOUIS PANET,

Agent.

Felix Fortier, Esq.,
Crown Land Department.

(Translation.)

QUEBEC, 9th March, 1852.

SIR,—Upon the request you have made me to state, whether, when I valued at £5,000 the lot and beach which Mr. Henry Sharples is desirous of purchasing at Sillery, I was under the impression that he should have it at that price, *en franc alevu roturier* or under the seigniorial tenure, I have the honor to state in reply, that this valuation has been made in exactly the same manner as that of the land of the Messrs. Pemberton, without regard to the tenure under which the concession should be made. The difficulty which arose with regard to the valuation of the property of the Messrs. Pemberton was indeed known to me, but I had then received no special instruction as to the manner in which to make the said valuation. I did it in the same manner and upon the same principle as the valuation I made of the land of the Messrs. Pemberton. The case is then, according to me, perfectly analogous, and should, I am of opinion, be settled in the same manner.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

LOUIS PANET,

Agent.

(Copy.)

QUEBEC, 13th March, 1852.

SIR,—May I beg respectfully to remind you of the application of Mr. Charles Sharples, for a patent for a water lot at the Cove, and to request that you will be pleased to expedite this matter at your earliest convenience.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

DUNBAR ROSS.

Honorable Dr. Rolph,
Commissioner of Crown Lands.

Report No. 27, T.E.

On the application of Henry Sharples of 31st May,—5th June, 1851.

CROWN LANDS OFFICE,

Quebec, 17th March, 1852.

The applicant prays for a grant of the beach and upland he now holds at Sillery Cove, as lessee and representative of William Sharples, who obtained in 1835, three deep water lots in front of the property held on lease, which lease expires on the 1st May, 1857. At its expiration all the improvements remain to the Crown. The annual rent of the beach and upland has been £200 since 1st May, 1843. The deep water lots comprize but a small area, upon which piers have been erected.

The agent, Mr. Panet, taking as his basis the valuation he made in the case of Messrs. Pemberton, has valued the property at £5,000. The property contains a little more than thirty-seven arpents in superficies; Messrs. Pemberton's cove, forty-five. Mr. Panet objects to the actual mode of valuation and suggests to offer the property to public competition, at the upset price of £5,000, stating, that should no one bid more, the government would be perfectly justified in disposing of the property at that price.

These views correspond with the first report in Mr. Pemberton's case, but have not been adopted by the late government. Besides, Mr. Sharples' lease having five years to run, offering the property so long before possession could be given, would not create much competition.

The question of the alienation of any of the Jesuits' estates, without the sanction of the parliament having been raised, the present application was suspended until the recent decision in Mr. Pemberton's case.

If the actual rent be a true basis for valuing Mr. Sharples' cove, the price should be the same as that of Messrs. Pemberton, for the rent of both is the same, £200. Moreover, Mr. Sharples' rent has been £200 since 1843, while it is only since 1850 the Messrs. Pemberton pay the same.

The undersigned would therefore be disposed to add to Mr. Panet's valuation, by insisting upon interest from the day of sale.

Mr. Sharples, as in the case of Messrs. Pemberton, will have to take letters patent for the ground in deep water lying between his piers and the low water mark. This ground contains 52,200 feet, for which he should pay an annual rent of £26 5s., representing a capital of £435. Some proviso should be introduced in the deed of sale to secure the fulfilment of the conditions, and the regular payment of the interest.

On the whole, the undersigned would recommend that the property, comprising both the beach and upland, save such portion as is now occupied by a public school, and the ground in deep water above mentioned, be offered to Mr. Sharples under the same conditions, as in the case of Messrs. Pemberton, at the price of £5,000 for the beach and upland, and £435 for the deep water lots, with interest from the date of the deed of sale, and that in default of his accepting this proposal, he be informed that the property will not be disposed of otherwise than at public auction, in the course of the year preceding the 1st May, 1857.

The whole respectfully submitted.

(Signed,)

JOHN ROLPH.
Commissioner of Crown Lands.

Copy of a report of a Committee of the Honorable the Executive Council, dated 22nd March, 1852, approved by His Excellency the Governor General in Council on the 24th of the same month.

On the application of Henry Sharples, Esquire, praying for a grant of the beach and upland he now holds at Sillery Cove, as lessee, and as representative of William Sharples, who obtained in 1835, three deep water lots in front of the property held on lease, which lease expires on the 1st May, 1857;

—And on the report of the Commissioner of Crown Lands, dated 17th March, 1852.

The committee advise that the applicant be permitted to purchase on the terms recommended by the Commissioner of Crown Lands in his report above referred to.

(Certified,)

W. H. LEE,
Commissioner of the Executive Council.

(Copy.)

CROWN LANDS OFFICE,
Quebec, 27th March, 1852.

SIR,—I have the honor to inform you that your application to purchase the beach and upland you now hold as lessee, at Sillery Cove, has been submitted to the consideration of His Excellency the Governor General in Council, and that it has been decided that you be allowed to purchase the same *en franc alevu roturier* for the sum of £5,000 currency, which will remain *à constitut*; the interest (to wit £300 *per annum*,) payable every six months from the day of sale, and that you would have to take (as in Messrs. Pemberton's case,) Letters Patent for the deep water in rear of the piers, for which you have already a grant, from such piers on their breadth to low water mark, for which you will have to pay an annual rent of £26 2s. representing a capital of £435,—the grant to be on the usual conditions. A reservation will be made of the ground whereupon a public school house has been built, the limits of which will have to be settled between you and the department in case of sale.

I have, however, to add, that in default of accepting of these terms the determination of government is that the property in question will not be disposed of otherwise than at public auction, in the course of the year preceding the 1st May, 1857.

I beg therefore, you will inform me at your convenience, whether you are ready to accept of the conditions proposed, in order that instructions be given to prepare the necessary deed for the completion of the grant.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

Henry Sharples, Esquire,
&c., &c., &c.,
Quebec.

(Copy.)

QUEBEC, 28th April, 1852.

SIR,—I have the honor to acknowledge receipt of your letter of 29th March, informing me that my application “to purchase the beach and upland I now hold as lessee at Sillery Cove, had been submitted to the consideration of His Excellency the Governor General in Council, and that it had been decided that I should be allowed to purchase the same *en franc aleu roturier* for the sum of £5,000 currency, which will remain *à constitut*, the interest, (to wit, £300,) payable every six months from the day of sale, and that I should have to take (as in Messrs. Pemberton’s case,) Letters Patent for the ground in deep water in rear of the piers, for which I have already a grant, from such piers on their breadth to low water mark, for which I should have to pay an annual rent of £26 2s., representing a capital of £435, the grant to be on the usual conditions. A reservation to be made of the ground whereupon a school house has been built, the limits of which are to be settled between myself and the department in case of sale.”

In answer, I beg leave to say, that I accept the conditions proposed, with the exception of paying interest from the day of sale, as I apprehend that I am in equity fairly entitled to the benefit of the lease now in force, and that therefore the interest should commence at the expiration of said lease, viz. : 1st May, 1857. I paying in the meanwhile the annual rental stipulated in said lease.

I beg also to state, that the Honble. Mr. Leslie, Provincial Secretary at Toronto, in answer to Mr. Ross, my Agent there, stated that the same principles should be adopted in my case, as in that of the Messrs. Pemberton, who, I understand are to pay interest from the expiration of their lease only.

Relying on the above receiving your favorable consideration, I would respectfully request that instructions be given to prepare the necessary deed for the completion of the sale.

I have the honor to remain,

Sir,

Your most obedient servant,

(Signed,)

HENRY SHARPLES.

By CHARLES SHARPLES,
Duly authorized.

Honble. John Rolph,
Commissioner of Crown Lands.

(Copy.)

Report No. 34, T. E.

On the reconsideration of the Order in Council of 24th March, 1852.

CROWN LANDS OFFICE,

Quebec, 29th May, 1852.

In pursuance to the Order in Council prayed to be reconsidered, Mr. Sharples has been offered a grant of a certain beach lot at Sillery at the price of £5,000 currency with interest from date of purchase: he has remonstrated against these terms, offering to take a grant at £5,000 paying interest (as in the sale to Messrs. Pemberton,) only from the expiration of his lease.

The reasons for changing Mr. Sharples' interest from date of sale are fully stated in the report of this department of the 17th March last, to which reference is prayed.

The three following courses are respectfully submitted for consideration:

1st. That in conformity to the recommendations of the report of the undersigned, based on the reasons therein stated, the sum of £500, (being the same amount as the interest to which objection is made,) be added to the purchase price, making the sum £5,500 with interest from the expiration of the present lease.

2nd. That the property be revalued: in that case, Captain Boxer, who is experienced in these matters would seem a fit person to be entrusted with such valuation.

3rd. That Mr. Sharples be allowed to purchase at £5,000 with interest from the expiration of his lease.

(Signed,) JOHN ROLPH,
Commissioner of Crown Lands.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 23rd June, 1852, approved by His Excellency the Governor General in Council on the 28th same month.

On reconsideration of the Order in Council of the 24th March last, on the Petition of Henry Sharples, for a grant of a certain beach lot at Sillery Cove, Quebec.

The Committee are of opinion that the mode adopted by Mr. Panet to ascertain the value of the beach lot occupied by Mr. Henry Sharples is unsatisfactory and incorrect (as it appears admitted that Mr. Panet's estimate was based solely upon the superficial extent of the lot) and therefore respectfully recommend that the property be valued anew. And in accordance with the suggestion of the Honble. the Commissioner of Crown Lands, the Committee also recommend that Captain Boxer be requested to undertake the valuation of the property in question, and to keep in view, in making his estimate, not only the superficial extent of the lot, and the value of the improvements made thereon, but the rent now paid for it, and the various advantages it possesses for the purpose for which it is used.

And further, the Committee recommend that the Order in Council of the 24th March, 1852, in relation to this matter be rescinded.

(Certified,)

WM. H. LEE,
Clerk of the Executive Council.

(Copy.)

CROWN LANDS OFFICE,

Quebec, 30th June, 1852.

SIR,—Herewith, I have the honor to transmit a copy of an Order in Council made on the 28th inst., upon an application of H. Sharples, Esquire, for purchasing the Cove he is now in possession of at Sillery, as lessee, in virtue of a twenty years' lease, ending the 1st May, 1857, and beg you will be kind enough to state at your earliest convenience, whether the Department may avail itself of your services, for ascertaining and establishing the value the Government should set upon that property.

I have the honor to be,

Sir,

Your most obt. servt.,

(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

Capt. E. Boxer,
Harbour Master,
and Capt. of the Port,
Quebec.

(Copy.)

HARBOUR OFFICE,

Quebec, 1st July, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of the 30th ult., requesting my services for ascertaining the value the Government should set upon a Cove to be purchased by H. Sharples, Esquire, and in answer I beg to inform you that, although anxious at all times to afford every information to Government in my professional capacity, I feel quite incompetent to give an opinion in the present case. I would state, however, that I consider the Cove in question as a valuable one, owing to its locality.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,) EDWARD BOXER,
Harbour Master and
Capt. of the Port.

Felix Fortier, Esquire,
Crown Land Department,
Quebec.

(Copy.)

CROWN LANDS OFFICE,

Toronto, 5th July, 1852.

SIR,—I have the honor to inform you that your letter of the 28th April last, objecting to the terms of the sale of the beach and deep water lot at Sillery, now occupied by you as lessee, mentioned in the letter from this department of the 27th March preceding, has been brought under the consideration of His

Excellency the Governor General in Council, and that the Order in Council of 24th March, 1852, has been rescinded, and a new valuation of the property in question ordered.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

JOHN ROLPH,
Commissioner of Crown Lands.

Henry Sharples, Esquire,
&c., &c., &c.,
Quebec.

(Copy.)

QUEBEC, 19th July, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of the 5th instant, in answer to mine of the 28th April last, on the subject of the sale of the Cove property, including beach and deep water lot at Sillery.

By my letter of the 28th April I did not mean to object to the terms of the sale, the difficulty being merely as to the period at which interest on the capital sum should commence, there being a lease of the premises still subsisting between the government and myself with five years to run, and I submitted to the Council that I considered myself equitably entitled to the extended period for the payment of the interest.

As my application has been pending for a considerable time, and as I am given to understand that the property of the Messrs. Pemberton and mine are not valued upon the same principle, I now beg to say that in order to avoid further delay I am prepared to withdraw my objection as regards any present lease as contained in your letter of the 29th March, and respectfully request that the matter may be brought to a conclusion at as early a period as you can conveniently accomplish it.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

HENRY SHARPLES,
BY CHARLES SHARPLES,
Duly Authorized.

Honorable John Rolph,
Commissioner of Crown Lands.

(Copy.) Report No. 39, T.E.

CROWN LAND'S OFFICE,
Quebec, 23rd July, 1852.

Upon the sale of part of Sillery Cove to be made to Henry Sharples, Esquire.

In answer to the letter from the department advising Mr. Sharples of the decision of government to have the property he has applied to purchase at Sillery valued anew, that gentleman has stated (through his authorized agent, Mr. Charles Sharples,) that he is prepared to withdraw the objection made to the terms as settled by Order in Council, by the 24th March last, and requests that the matter

be brought to an early conclusion. It remains now for government to decide whether the Order in Council of the 28th June last, directing a new valuation, should be rescinded, and Mr. Sharples allowed to purchase on the terms settled by the Order in Council first above mentioned.

Since the valuation made by the agent of the property in question, he has, (under special instructions from this department, similar to those contained in the Order in Council directing a new valuation in the present case,) valued an adjoining cove occupied by Mr. Lemesurier, who has also applied to purchase, at the sum of £10,500.

The size of Mr. Sharples' cove is 1475 feet front, and 37 acres in superficies; Lemesurier's cove is 2,000 feet front, and 54 acres in superficies. The wharves and buildings on the former cove have been valued at £1,250, the latter at £2,335.

According to the valuation of Mr. Lemesurier's cove, Mr. Sharples would, (taking into account the size of the property and value of the buildings, but not the rents,) be obliged to pay £6,400.

The rent Sharples has been paying is £200 *per annum*, while Lemesurier pays £625, the lease of the latter was put up to public competition, the former was rented by private contract, and formed the subject of complaints and enquiries by the legislature, sometime afterwards, viz: 1835.

The price to be charged, Mr. Sharples settled, by the aforementioned Order in Council, of the 24th March last, was £5,000 with interest from the date of the purchase, which he was called upon to complete at once.

Respectfully submitted.

(Signed,)

JOHN ROLPH,
Commissioner of Crown Lands.

Copy of a report of a Committee of the Honorable the Executive Council, dated 28th July, 1852, approved by His Excellency the Governor General in Council on the same day.

On the application of Henry Sharples, in reference to the Order in Council of 28th June last, directing that the property he has applied to purchase at Sillery, should be valued anew, stating that he is prepared to withdraw the objection made to the terms as settled by Order in Council of the 24th March last, and requesting that the matter be brought to an early conclusion.

The Committee recommend that the Order in Council of 28th June, ultimo, be rescinded, and that the applicant be allowed to purchase upon the terms and conditions contained in the Order in Council of 24th March last.

(Certified,)

W. H. LEE,
Commissioner of the Executive Council.

(Copy.)

CROWN LANDS OFFICE,

Quebec, 31st July, 1852.

SIR,—In answer to your letter of the 19th instant, on the part of Mr. Henry Sharples, I have the honor to inform you that the same has been brought under the notice of His Excellency the Governor General in Council, and that Mr. Sharples will be allowed to purchase the cove he holds at Sillery, under lease,

upon the terms and conditions contained in the letter he has received from the department, bearing date the 28th April last.

Immediate steps will be taken for the completion of the requisite instruments.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

Charles Sharples, Esquire,
&c., &c., &c.,
Quebec.

Care of Dunbar Ross, Esquire.

(Translation.)

CROWN LANDS OFFICE,

Quebec, 5th August, 1852.

SIR,—I have the honor to inform you that, by an Order in Council of the 24th March last, it has been decided that the price of sale of the beach lot as far as the top of the cape, as at present possessed by Mr. Henry Sharples, should be £5000 with interest from the day of sale, and that this gentleman, after having at first made some objections, has lately asked to be allowed to purchase on the conditions agreed upon in March last, and that this has been granted to him. You will, in consequence be pleased to draft a deed similar to that of Mr. Pemberton, reserving, however, the lot occupied by the school house of the Municipality of Ste. Foy, of which it will be necessary to determine the extent as soon as possible. As you have visited the ground, you will be able, I presume, to determine the extent of ground to be reserved for the school, together with the road large enough to communicate with the public road.

Although the Order in Council is dated from the month of March, the interest is only to run from the first of May last.

To settle this business without waiting for the issue of Letters Patent for the deep water lots which Mr. Sharples will purchase at the same time, you may add a clause binding him to take out a patent for the same in conformity with the conditions contained in the letter of the 27th March last, of which I herewith send you a copy.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,)

FELIX FORTIER,

For Commissioner of Crown Lands.

The Hon. Louis Panet,
Agent,
Quebec.

(Copy.)

CROWN LANDS OFFICE,

Quebec, 28th August, 1852.

SIR,—I have the honor to inform you that Mr. Bouchette, in preparing the description of the deep water lots referred to in my letter of the 27th March last,

has ascertained that the piers which were presumed to have been sunk in the ground in deep water, for which you hold Letters Patent, have been placed at a very great distance from the ground under patent, so that the area of ground which is comprised within the actual piers and low water mark is larger than the superficies upon which a rent of £26 2s. had been fixed upon.

The superficies of the ground between the actual piers and the low water mark is 83,500 feet, which at the usual rate will make the annual rent £41 11s. instead of £26 2s., as mentioned in the letter above referred to.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

Henry Sharples, Esq.,
&c. &c. &c.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 12th February, 1853, approved by His Excellency the Governor General in Council on the same day.

On the annexed memorandum from Joseph Bouchette, Esq., of the Crown Land Department having reference to the area of deep water to be granted to Henry Sharples, Esq., in rear of the piers erected by him in front of his Cove at Sillery.

The Committee humbly advise that the suggestions of Mr. Bouchette, both as regards the width of 70 feet proposed for the deep water lots and the expediency of issuing a new patent for the tracts upon which the piers now stand, be approved. They, therefore, recommend that the said patent be cancelled, and a note thereof made in the margin of the registration thereof in the office of the Provincial Registrar, and that a new patent issue to Mr. Sharples, as suggested by Mr. Bouchette.

Certified,

WM. H. LEE,
Clerk Executive Council.

CROWN LANDS OFFICE, SURVEYING BRANCH, C. E.

Quebec, 4th February, 1853.

(Memorandum.)

In taking action under the reference No. 34—51, to prepare a description of certain deep water lots in the River St. Lawrence, granted to Henry Sharples, Esq., in front of the beach at Sillery Cove, purchased from the Government by the said Henry Sharples, a verification of the position of the piers erected by him on the deep water lots granted to Henry Sharples by Letters Patent, dated 28th December, 1835, was found necessary, according to which it has been ascertained that the pier No. 1 was erected of the dimensions and agreeably to the position required by the patent. Pier No. 2, of 60 feet square, at the distance of 290 feet, instead of 200 feet from low water mark; and pier No. 3 of irregular figure, averaging 65 feet square and at the distance of 330 feet from low water mark, instead of 210 feet, thus aggregating an area in the low water lots of

72,500 square feet, assuming each water lot to be of the breadth indicated in the letters patent, to wit, 100 feet.

But the piers Nos. 2 and 3 actually erected, happen to fall far short of the dimensions of the patented lots, to wit, 100 feet in breadth. And Mr. John Sharples, on behalf of the said Mr. Henry Sharples, objects to the preparing of the description of the water lots applied for on the breadth of 100 feet, on the grounds of the small dimensions of the existing piers and their greater distance from low water mark.

The undersigned begs leave, therefore, to submit the circumstance to the Honorable the Commissioners of Crown Lands, and respectfully suggest that as 70 feet is the breadth required to be given to deep water lots in the Report of the Commissioners for the Harbor of Quebec, and to which dimensions the grant of certain deep water lots, to Peter Burnet, Esquire, conforms, although the piers already erected in this case are of less dimensions; that the present grant of deep water lots to Henry Sharples be predicated on this breadth, to wit, 70 feet, by the extent as found to low water mark, and the area computed accordingly.

This will, nevertheless, increase the area of 1,700 square feet over the area upon which the valuation was made, to wit, 52,200 feet, and thereby increase the capital sum of £14, the annual rent on which 17s. being added to the sum of £26 2s., the annual rent computed from the description in the Letter Patent above cited, form together, £26 19s.

The undersigned in consequence of the variance between the position of the water lots described in the Letters Patent, and their actual position in the St. Lawrence would respectfully suggest the cancelling of the Letters Patent, and issuing a fresh patent (at the expense of the petitioners) according to their ascertained position in deep water, and the proposed modified dimensions; the annual rent in such case, including the present annual rent of £6 5s. 4d., amounting collectively to the sum of £33 4s. 4d., currency.

All which is nevertheless respectfully submitted.

(Signed,)

JOSEPH BOUCHETTE.

The Honorable Commissioner of Crown Lands,

&c. &c. &c

(Translation.)

13th February, 1853.

MY DEAR SIR,—I see no objection to granting a title to Mr. Sharples for the beach without waiting for Letters Patent for the deep water lot, on condition that this gentleman will give you a letter in which he will bind himself to accept a title for this last lot on the conditions which will be imposed upon him.

Your obedient servant,

(Signed,)

LEWIS T. DRUMMOND.

F. Fortier, Esq.

(Copy.)

QUEBEC, 12th February, 1855.

SIR,—In my quality of Attorney, acting for and on behalf of Henry Sharples, Esq., (of London, E. B.,) I undertake to accept of Letters Patent, for the water space of the respective lots proposed to be transferred or granted under the Orders of Council, in connection with the deed of sale for the beach and ground of that portion of Sillery Cove, now leased to said Henry Sharples.

In default of which the deed of sale which is now to be completed of the beach and ground aforesaid, will be annulled and of no effect whatever.

Your obedient servant,

(Signed)

JOHN SHARPLES,
Acting for and on behalf of Henry Sharples,
By Power of Attorney.

Felix Fortier, Esq., Quebec.

(Extract.)

CROWN LANDS OFFICE,

Quebec, 13th January, 1855.

SIR,—I have the honor to bring under your notice the reference made to you from this Department, on the 1st March, 1853, for a draft of Letters Patent to the Messrs. Sharples, for certain deep water lots opposite their Cove at Sillery.

The purchasers of the other portions of Sillery Cove in compliance to the conditions imposed, as well upon them as upon Messrs. Sharples, have taken out their patents for the deep water lots, and are at present liable for the payment of a rent, while the latter, though in possession, have yet nothing to pay. It is, therefore, very desirable that the Patent do issue as soon as possible, and I would moreover suggest that the parties be bound to pay back rent.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,)

A. N. MORIN,
Commissioner of Crown Lands.

The Hon. Lewis T. Drummond,
Attorney General East,
&c. &c. &c.
Quebec.

(Extract.)

CROWN LANDS OFFICE,

Quebec, 13th July, 1855.

SIR,—Permit me to call your attention to the letter addressed to you by my predecessor, on the 13th January last, with reference to the issue of a patent for certain deep water lots, and in favor of the Messrs. Sharples, and would suggest that if any obstacle exists to the issue of the necessary draft, the Department might be made aware of it, to take steps to have the same removed.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

JOSEPH CAUCHON,
Commissioner of Crown Lands.

The Hon. L. T. Drummond,
Attorney General East,
Quebec.

Copy of a Report of a Committee of the Executive Council, dated 25th January, 1856, approved by His Excellency the Governor General, on the 28th same month.

On a memorandum, dated 19th January, 1856, from the Hon. the Attorney General for Lower Canada, submitting a surrender made by Henry Sharples, Esq., of certain deep water lots held by him at Sillery Cove, Quebec, and recommending the acceptance of the same, in order that new Letters Patent may issue to him under Order in Council of the 12th February, 1853.

The Committee recommend that the surrender be accepted and be enrolled in the usual manner, in the office of the Provincial Registrar, and that Letters Patent issue to Mr. Sharples, in pursuance of the Order in Council above referred to.

Certified,

WM. H. LEE,
Clerk Executive Council.

(Copy)

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Knight of the most ancient and most noble Order of the Thistle, Governor General of British North America, etc., etc.

The Memorial of Henry Lemesurier, junior, of the parish of St. Foy, in the district of Quebec, Esquire,

RESPECTFULLY REPRESENTS :

That your memorialist is lessee under the Crown of that certain beach lot cove and premises, in the Seigniorship of Sillery, near Quebec, bounded on one side by the property occupied by the Messrs. Sharples, Wainwright, and Co., and on the other side by that owned or occupied by Mrs. Widow Graddon.

That the lease under which he at present holds the said cove will expire in about nine years.

That your memorialist during his occupation of the said property has expended large sums of money in erecting wharves, piers, and other improvements, including booms for the preservation of timber.

That in order to carry on his business to advantage and in a manner to enable him to compete successfully with others engaged in the same line, it will be necessary for your memorialist to make other improvements, and lay out his capital to a still further extent, which the precarious nature of the tenure under which he at present holds the same, renders dangerous and imprudent for him to do.

These considerations, and a knowledge that the government have already entertained favorably the desire expressed by other lessees of Crown property in the same neighbourhood to obtain permanent grants of the same, have induced your memorialist to make the present application to your Excellency for the purchase of the said cove property, as also for the privilege of erecting deep water piers, or blocks in front of the same, upon such reasonable terms as may be agreed upon between the government and your memorialist.

Your memorialist therefore respectfully prays that your Excellency will take the same into your favorable consideration, and that you will be graciously pleased to direct that reference be made to the proper office to ascertain the value, terms and conditions under which a grant in perpetuity to your memorialist of the property before referred to, and of the privilege of deep water wharves or blocks may be obtained.

And your memorialist as in duty bound will ever pray.

(Signed,)

H. LEMESURIER, JR.

Quebec, 13th August, 1851.

(Copy.)

CROWN LANDS DEPARTMENT,

Toronto, 18th August, 1851.

SIR,—I have the honor to acknowledge the receipt of your petition of the 13th instant, and beg to inform you, that previous to the same being referred to the agent at Quebec for his valuation of the property sought to be purchased by you, it will be necessary that the subject matter of your memorial be brought under the consideration of His Excellency the Governor General in Council, which cannot be done until some time after the present Session of Parliament. No time will be lost, however, in bringing the matter to as early a conclusion as possible.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

For Commissioner of Crown Lands.

Henry Lemesurier, Esquire,

&c. &c. &c.

Quebec.

CROWN LANDS OFFICE,

Quebec, 19th March, 1852.

SIR,—I herewith send you a petition from Mr. Lemesurier, praying for leave to purchase the cove he occupies at present in Sillery, also a copy of a letter from the same gentleman, dated 31st May, 1839; it is in consideration of the improvements he mentioned in this letter, that he obtained a continuation of his lease, from seven to twenty-one years, so that it will be expedient to establish whether, in fact, he has made the said improvements.

You will be pleased to make use of the services of some competent person to assist you in making a valuation of the wharves, and other buildings of this nature, which you have already mentioned, you were not very competent to make, and I am of opinion that it would be well to consult a few disinterested person respecting the value of these Coves.

As to the details and explanations your report should contain, I refer you to the instructions you received when you valued the property of Mr. Pemberton. You will be pleased to take into consideration that the land is to be *en franc alevé roturier*. I shall also here add what I have already observed to you in the case of Mr. Bogue, that it is not so much, in my opinion, the superficies of the beach coming from a greater depth which should serve as a basis for the valuation, as the extent in front of the beach, its position, and the present rent paid.

I should also like to have your opinion as to the expediency of disposing of this property such a length of time before the expiration of the present lease.
 (Signed,) **FELIX FORTIER,**

For Commissioner of Crown Lands.

The Honorable Louis Panet,
 Agent, Quebec.

QUEBEC, 15th July, 1852.

SIR,—In compliance with the instructions contained in your letter of the 19th May, 1852, I made the survey, inspection and valuation of the beach lots at Sillery, occupied by Mr. Henry Lemesurier, Junior, and in order to make the valuation with all the exactitude possible, especially that of the wharves, I obtained the assistance of the Messrs. Paul Julien, Senior & Junior, wharf builders, and persons well skilled in these matters.

The result of our estimate was as follows:

1st. The mitoyen wharf in the north east line between Mr. Lemesurier and Messrs. Sharples, Wainwright & Co., about — feet in length, valued at £480, being for the half of Mr. Lemesurier.....	£240 0 0
2nd. The south east wharf of about 617 feet, upon an average breadth of from 25 to 30 feet, valued by sections according to the good or the bad state of the beams, at an aggregate sum of	650 0 0
Total....	£890 0 0

N. B.—This estimate comprises the value of two cribs which are yet in existence, and are set down at £15 each.

HOUSES.

Two houses valued at £50 each.....	£100 0 0
One house	30 0 0
One do	20 0 0
One do a small office.....	20 0 0
Three houses and forge at £30 each	90 0 0
One house	25 0 0
The large house.....	250 0 0
A small do	10 0 0
The old do	50 0 0
Stable.....	20 0 0
House for Clerk.....	75 0 0
Do. for foreman.....	250 0 0
Two small houses	10 0 0
One house.....	50 0 0
Do.	10 0 0
Do.	40 0 0
Four small houses, £20 for all.....	20 0 0
One house.. ..	100 0 0
Do.	30 0 0
House, bakery	50 0 0
One house.....	25 0 0
Do. Kerr's Hotel.....	150 0 0
Three small houses in ruins, altogether.....	20 0 0

£2,335 0 0

The above estimates were made in accordance with the actual state of the buildings valued. The wharves are far from being in good order, and require important and immediate repairs. As to houses there are some which have been called so, but do not deserve the name.

All the above constitute the sum of the repairs done by Mr. Lemesurier and his predecessors.

Now, coming to the value of the property altogether and taking for basis the rent paid by Mr. Lemesurier, (£625,) taking into consideration besides that his Cove is far wider than the Coves of Messrs. Pemberton and Sharples, Wainwright & Co., as well in front as in depth and superficies; that it is more advantageously situated, considering also that the Government ought not to sell the property for a less sum than the revenue they derive from it at present. I am of opinion that the whole property is worth ten thousand five hundred pounds currency, taking into consideration, as a matter of course, that the sale shall take place under the tenure *franc alev roturier* and *à constitution de rente*.

I must, however, remark that improvements have existed on the premises. Mr. Lemesurier lost by fire in 1849 and '51 two hotels, four houses, one house used as an office, three stables and out-houses, which gave him, he says, an annual revenue of £60, making a capital of £1000. These houses have not been rebuilt with the exception of one small one. Mr. Lemesurier infers from that that the Government should in consideration of these losses, deduct a sum of £1000 from the estimate to be made of the whole property. I do not, however, think that this consideration can be seriously entertained by the Governor, and I merely mention it here because Mr. Lemesurier appeared to place great weight on the circumstance.

In a letter of reference of the 19th March last, you say that you would like to have my opinion as to the expediency of disposing of this property so long a time previous to the expiration of the present lease. I really do not see any reason to induce the Government to sell these properties so long a time in advance, and I have already had the honor to inform you in my report concerning the property of Mr. Sharples, that I thought this mode of selling these very valuable properties so privately, was a very dangerous and often a prejudicial one.

Unfortunately the Government have established a precedent in the case of the Messrs. Pemberton, and it is not very easy at present to return to the old system, that of offering them by public auction, which is by far the better mode and always frees the Government from any blame or reproach.

(Signed,)

LOUIS PANET,
Agent.

F. Fortier, Esq.,

Crown Land Department.

(Copy.)

Report No. 38, T.E.

On the application of Henry Lemesurier, Junior, of 13-16 May, 1851.

The applicant prays to be allowed (as the other lessees of the Sillery coves have been,) to purchase, by private sale, the cove he now holds as lessee, at a rent of £625, under lease to be ended on 1st May, 1860.

The frontage of the cove is 2,000 feet, and its superficies 54 arpents.

In pursuance to special instructions of the department, (see letter to Agent, 19th March, 1852, herewith,) the Agent has valued the beach and upland *en franc alev roturier* at ten thousand five hundred pounds, to remain *à constitut*. The

Agent reiterates what he has already stated in Mr. Sharples' case, that the selling by private contract of properties of great value is very dangerous, and often injurious (*prejudiciable*), but that the Government having established a precedent in the case of Messrs. Pemberton, it may not be easy to return to the former system of offering the property to public competition, which he states is the best mode, and places the Government above the reach of blame. In this case the valuation appears fair enough, if compared with the present rent, but high, if compared with the valuation in Pemberton and Sharples' cases, of the sufficiency of which there are doubts; the difference in superficies with the latter is about 17 arpents, and in frontage 525 feet. The valuation of the wharves in Pemberton's and the present case is about the same.

Application has been made by one of the proprietors adjoining this cove at the edge of the hill (*cime du cap*), for a portion of the ground running up to the edge of the hill, as being requisite for the convenience of the property above; the ground from the foot to the edge of the Cape does not seem required for the purposes of the cove, it is submitted therefore whether the selling to the proprietor above, of such portion of the Cape opposite his property above the middle of the Cape, would not be an act of justice.

In the case of Messrs. Sharples and Boguc, it was determined that they should take Letters Patent for the deep water lot opposite the beach they had also held as lessees, and that they should be informed that in default of accepting the terms proposed by Government, the property would not afterwards be disposed of otherwise than by public competition, during the year preceding the expiration of their leases, the interest also is made to run from date of sale.

It remains for the Government to determine whether the property in question should be disposed of by private sale or public competition, and in the former case to determine what reservation, if any, should be made, at what price the applicant should be allowed to purchase, and such conditions as will secure the regular payment of the annual interest, and of the capital, whenever it becomes due and demandable.

Respectfully submitted,

(Signed,)

JOHN ROLPH,
Commissioner of Crown Lands.

(Copy.)

EXECUTIVE COUNCIL OFFICE,

Quebec, 3rd September, 1852.

SIR,—I return you the petition and papers of H. Lemesurier, junior, Esquire. The Committee of Council require the valuation of the portion applied for by the proprietor of the upland, in order that the amount may be deducted from that payable by Mr. Lemesurier, also a recommendation of the price and terms of payment, as in Mr. Pemberton's case.

The Committee request that you will ascertain whether in the case of Messrs. Pemberton and Sharples, these gentlemen claimed as reparation proprietors, and in that respect stood in a more favorable position than the present applicant Mr. Lemesurier.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

WILLIAM H. LEE.

F. Fortier, Esquire,

&c. &c. &c.

(Translation.)

CROWN LANDS OFFICE,

Quebec, 6th September, 1852.

SIR,—In compliance with the letter of Mr. William H. Lee, of the 3rd September instant, annexed to the *liasse* of papers I herewith transmit you, will you be pleased as soon as possible to make an estimate of the value of the land which it is proposed to reserve in favor of the proprietors of the land adjoining the edge of the Cape, that is, of the ground starting from a line to be placed in the middle of the Cape to run to the top. I am of opinion that the best mode would be to name a price per *arpent* in superficies, reserving to be decided hereafter, by a regular survey, the exact sum to be deducted upon the price of the purchase of Mr Lemesurier.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

For Commissioner of Crown Lands.

The Honorable Louis Panet,
Agent Jesuits' Estates,
Quebec.

(Copy.)

Quebec, 18th December, 1852.

SIR,—May I beg you will have the goodness to cause the papers concerning my application for the purchase of the Sillery property now under lease to me, to be laid before His Excellency the Governor General in Council, as early as convenient. By doing which you will greatly oblige,

Sir,

Your obedient servant,

(Signed,)

H. LEMESURIER, JR.

The Honorable John Rolph,
Commissioner of Crown Lands.

(Copy.)

CROWN LANDS DEPARTMENT,

Quebec, 20th December, 1852.

SIR,—In answer to your letter of the 18th instant, I have the honor to state that your application for the purchase of that position of Sillery Cove you hold under lease, will be laid before His Excellency the Governor General in Council at the earliest day possible.

I have the honor, &c., &c.

(Signed,)

FELIX FORTIER,

For Commissioner of Crown Lands

Henry Lemesurier, Junior, Esq.,
Quebec.

(Translation.)

CROWN LANDS OFFICE,

Quebec, 20th December, 1852.

SIR,—As the Hon. Mr. Caron has verbally informed the Department that he no longer insisted upon the reserve of that portion of the Cape opposite to his property in the demesne of Sillery, and Mr. Lemesurier has since asked to have laid as soon as possible before the Executive, the papers relating to his application to be allowed to purchase the Cove he holds under a lease, you will be kind enough to transmit as soon as possible the papers you have in hand.

Mr. Lemesurier has at different times complained that your estimate was not just, as he is charged far more, in proportion to the superficial extent of his Cove, than has been done for those of Messrs. Pemberton and Sharples.

It will be necessary, in consequence, to lay before the Executive the reasons of this difference of valuation. It is for this reason that I beg of you to be kind enough to set me right if I have been mistaken, in the reasons which, as I understood them in the conversation I had with you, induced you to set a higher value upon the land occupied by Mr. Lemesurier than on those of Messrs. Pemberton and Sharples.

The first reason of the difference is that the latter had obtained from the Crown *à perpétuité* by Letters Patent, deep water lots opposite to their Cove, which had the effect of diminishing the value of the beach lots and above the high water mark, on account of the difficulties which would arise to any other person than these gentlemen who might acquire ground opposite piers which were erected at a cost amounting for the share of the Messrs. Pemberton alone, to £6,000; that these latter would have either to purchase the piers belonging to Messrs. Pemberton and Sharples or construct others for their own use, at a considerable outlay. That, further, Messrs. Pemberton and Sharples paid the Crown for these deep water lots an annual rent representing for the former a capital of £204 5s. which was increased at the time of their recent purchase at the Cove to £571 15s.; the latter a rent representing a capital of £104 10s., which was also increased to £539 10s., besides the £500 which was charged over and above your estimate. These two sums of £500 and £539 10s. made the estimate for Sharples' lot with the deep water lot amount to £6039 10s.

You also took into consideration that the works in deep water, and the wharves built by Messrs. Pemberton and Sharples had been of great use to Mr. Lemesurier, who was by that means sheltered from the north-east wind, and was therefore not obliged to build piers in deep water, at great expense, as Messrs. Pemberton and Sharples, and that when he acquired the lease at public auction, there were considerable improvements upon the premises, whilst the greater part of those of the adjoining lot had been made at the expense of Messrs. Pemberton and Sharples themselves, and further, that the ground of Mr. Lemesurier's Cove was a great deal finer, and that the one above the high water was far more considerable, and might produce greater revenues for building lots.

That the lease of the same ground had been at first sold for £750 per annum, and that Mr. Lemesurier after having acquired a lease for seven years at £625 himself asked to have it prolonged for fourteen years more, in consideration of the improvements he intended to make, which would prove that the rent was not too high.

An objection is also made that we should not calculate the rent to form a capital at six per cent. Is it not by this rate that you calculated when you fixed the value of the lands of the other lessees at Sillery? Is there any reason why the uniform rule followed in all the valuations you have been called upon to make during late years, should not apply to the case of Mr. Lemesurier?

Is it not also clearly proved that in reality there are few real properties, which, after deducting the expenses attending real property, yield even six per cent. clear?

You will be kind enough to give a categorical answer to all the questions submitted to you in this letter.

(Signed,)

FELIX FORTIER,
For Commissioner of Crown Lands.

The Honorable L. Panet,
Agent,
Quebec.

(Translation.)

QUEBEC, 27th December, 1852.

SIR,—I send you the papers in the matter of Mr. Lemesurier. I very much regret that that gentleman is not satisfied with my valuation. It may be erroneous but I was of opinion that the valuation of Mr. Lemesurier's cove was more easy to make than that of Messrs. Pemberton's and Sharples' coves, as it seemed to me that the value of Mr. Lemesurier's cove was to a certain extent established by the sale of the lease, which had been offered to public competition.

In the cases of Messrs. Pemberton and Sharples I took into consideration, the rents and profits accruing from their coves, but as I observed at the time their leases had not been offered to public competition, if there were any error in their valuation it must and could only have been made less. But Mr. Lemesurier's case is very different; his lease had been offered for sale by auction and had been adjudged at the annual charge of £625, and this appeared to establish the value of that property at the capital amount represented by that sum, calculated at six per cent. to be £10,416 13s. 4d. I certainly did calculate the capital at the highest rate, and perhaps I should only have done so at the rate of 10 per cent., at which rate it is pretended that the value of real property should be calculated to indemnify the proprietors, and this in the case before us would only give a capital of £6,250, but it is alleged that very few properties realize a revenue of 10 per cent., so that this mode of determining the capital value upon the revenues obtained does not hold good in this instance. This mode of calculation is all very well for the speculator who is desirous of purchasing a property which would be of profit, but it would not be a good rule for the seller.

When I estimated the value of Messrs. Pemberton's cove, I took into consideration the fact that these gentlemen had obtained a concession *à perpétuité* of the deep water lot in front of their cove for the erection of protecting cribs, which concession to a certain extent placed the Government at their mercy, as it rendered them masters of the cove, and might have had the effect of keeping competition at a distance.

In estimating the value of Mr. Lemesurier's cove it is true that I considered that the wharves and cribs erected by Messrs. Pemberton and Sharples, were of advantage to Mr. Lemesurier, as they served as a protection against the north easterly winds; such, at least, was my impression. I of course took into consideration the advantageous position and the extent of Mr. Lemesurier's cove which exceeds in area those of the other gentlemen by about one-third, so I thought that if the property of Messrs. Pemberton was worth £6,000, that of Mr. Lemesurier should be worth £8,000 but as on the other hand it yielded a rent of £625, I was of opinion that the Government ought not to dispose of the property for a sum producing less revenue than the rent it yielded; I therefore considered that I could not value it at less than £10,416 13s. 3d. Mr. Lemesurier complains that the value set upon his cove is not in proportion to that set upon the coves of Messrs. Pemberton and Sharples.

ples, that is true if the respective areas of these coves are taken into consideration, but Messrs. Pemberton only paid £200 rent, and by the terms of their purchase they only pay £360 rent. Mr. Sharples also only paid £200 rent and in virtue of his purchase he will pay £330, without counting what they have to pay besides to the Crown Domain for their deep water lots. Mr. Lemesurier on the other hand will only have to pay £5 0s. 9½d., more rent than he paid before. It now remains for the Government to decide whether the principle I have adopted in estimating the value of Mr. Lemesurier's cove is correct or not; if the rule I have followed be good Mr. Lemesurier should pay £10,416 13s. 4d. the capital represented by the rent which he at present pays, if, on the other hand, he ought only to pay in proportion to the area he holds greater than Messrs. Pemberton and Sharples, then he should only pay about £8,000. This latter price would undoubtedly be too low, but on the other hand, it would not follow that £10,416 13s. 4d., would not be too high a price.

I cannot say whether or not when Mr. Lemesurier acquired the lease of his cove there were any considerable improvements upon it, for I know nothing about it, I heard it stated at the time that one of the reasons which rendered this cove so sought for, was, that it was at the time covered with lumber *en chargement* and that this would be a source of considerable profit to the lessee. I am aware that Mr. Lemesurier obtained an extension of his lease to 14 years, in consideration of the improvements which he proposed to make, but this description of business is always transacted by the Commissioner alone; I have nothing whatever to do with it.

You ask me if it is not uniformly at the rate of 6 per cent. that I have calculated the capital in the valuations I have made of the lots of the Sillery lessees, and whether there is any reason why the same rule should not be adopted in the case of Mr. Lemesurier?—To the first part of this question, I answer, that I have very often adopted this rule, but not uniformly. I have always, as far as I possibly could, made my calculations according to the particular circumstances of the cases, which vary extremely and are susceptible of great modification. I think I have fully replied above to the second part of your question.

(Signed,) LOUIS PANET,
Agent.

F Fortier, Esq.,
&c. &c. &c.
Quebec.

(Copy.)

CROWN LANDS DEPARTMENT,
Quebec, 31st December, 1852.

SIR,—In answer to your letter of the 3rd September last, I have the honor to state, for the information of the Committee of the Honorable Executive Council, that the proprietor of the land above the bridge of the hill opposite Mr. Lemesurier's cove, having lately signified his withdrawal of his claim to a portion of the Cape, Mr. Panet to whom Mr. Lemesurier's papers had been referred on the 8th September, was called upon on the 20th instant, to give explanations of the apparent difference in the valuation of Messieurs Pemberton and Sharples coves, and that of Mr. Lemesurier's. I beg special reference to his letter of the 27th instant containing these explanations respecting the difference of valuation, and the answer to the pretensions raised in this case, that in fixing the purchase price, the rent should have been calculated at ten per cent., which would have made the purchase price of the cove £6,250. Mr. Panet states (at page five) that if Mr. Lemesurier is to be charged in proportion to superficies as in the cases of Messrs. Pemberton and Sharples, the purchase

price would be £8,000, which in his opinion is evidently too low, but that on the other side, it does not follow that £10,416 13s. 4d. would not be too high; he further adds that, at the time he made the valuation, he was of opinion Government would not sell the property in question for a sum less than the capital represented by the actual rent.

Messieurs Pemberton and Sharples were not riparian proprietors, but stood in a more favorable position than Mr. Lemesurier in the following respect. They had obtained grants in perpetuity (from the Crown) of several deep water lots in front of the coves they then held under lease, and had built thereon wharves and piers at an enormous expense, therefore in case of a new lease or a sale of these two coves to any other than Messrs. Pemberton and Sharples these wharves and piers would have interfered a great deal, the price Government would have commanded, as they are required for carrying on the timber Trade, the new lessee or owner would have had either to make arrangements with these gentlemen respecting these wharves and piers, or build at a large expense such others as the carrying on of their trade would have required. Messrs. Pemberton and Sharples have been paying rent for these deep water lots, which rents have lately been increased.

Having laid out large sums on these deep water lots, they were considered to have in justice and equity a claim to purchase by private sale, at a fair price; besides a sale to them put an end to all the difficulties that could arise on account of the perpetual grants in deep water.

In 1850, Messrs. Pemberton's wharves and piers in *deep water* were valued by two wharf builders (Jacques Normand and Pierre Lambert) at £6000; these parties stated moreover that they would not undertake to make the same for that price, but supposing they were worth only £4000, it is so much capital which Messrs. Pemberton were compelled to lay out in deep water to render the property fit as a secure timber cove, besides the amount expended in improving the beach and upland, which last improvements have been valued at £2460.

Without including the improvements on the beach and upland, the cove stands Messrs. Pemberton £10,000, besides the capital of the rent of the deep water lots, while Mr. Lemesurier's is charged by Mr. Panet £10,500, for a cove 9 arpents more in superficies, and which previous to his becoming the lessee, had been leased by public competition at £750 per annum, and after having been adjudged to him for seven years at £625 per annum; was, in consideration of the large sums he then proposed to lay out, among other things in erecting piers in *deep water*, at his own request, continued for fourteen years more at the same rent. From this it is inferred that this cove must have been at that time of a comparatively larger value than the adjoining ones, or that they had been leased at a rent too low unless the large capital which was required to be laid out on these coves for wharves and piers was then looked upon as an equivalent for this difference of rent.

With respect to Mr. Sharples' valuation, it should be observed that £500 was added to Mr. Panet's valuation, by charging him at once the interest on the purchase price instead of allowing him to continue to pay the actual rent; this makes the purchase price £5,500, but to this again should be added the amount of the rent of the deep water lots which will not be less than £32 7s. 4½d. representing at 6 per cent. £539 10s., making altogether £6039 10s. the interest of which at six per cent. Mr. Sharples will have to pay for his cove. Mr. Lemesurier, charged at the last rate in proportion to the superficies, would have to pay £8,814 8s. 1d. but then he would be placed in a more favorable position than Mr. Sharples, for the latter to make his cove available for the Timber Trade had to lay out sums in erecting piers, which expense may be put at £2000, thus increasing the price of his (Sharples') cove to at least £8000. Mr. Lemesurier would not therefore seem to have a right to complain if charged £10,500, for his cove containing seventeen arpents more in superficies.

As to recommending a fixed price for Mr. Lemesurier's cove, having nothing to form an opinion but the documents laid before me, I do not feel justified to recommend any price which would yield an annual interest less than the actual rent for the following reason: The Crown not having parted with any of the deep water ground opposite Mr. Lemesurier's cove there are not as strong reasons as in Messrs. Sharples and Pemberton's cases to depart from the established rule, that it is to offer such property at public auction, nor can the argument of a very large increased rent in those cases, be alleged as a sufficient ground to dispense with that rule respecting property held under a lease which as yet more than seven years to run.

Yet Mr. Lemesurier would appear entitled to some deduction for the houses destroyed by fire, since he holds the property under a lease. Should it be ascertained that these houses existed at the time of his becoming the lessee, and were not built by him since that period, the real value of the same might be ascertained by this Department if such deduction is approved of, which should not exceed £1000, and should a sale be allowed at the sum fixed by Mr. Panet, deduction made of the value of the houses destroyed by fire, Mr. Lemesurier should be held to continue to pay his actual rent until the end of his lease, the purchase price to remain *à constitut* with the power to reimburse the same by payments of not less than £1000, after three months notice, and in order better to secure both the payment of the interest and the capital, Mr. Lemesurier to be bound to insure the houses in the name of the Crown for a sum not less than £1000 and not more than £1500.

Mr. Lemesurier to accept the terms to be settled by Government within a fortnight and to complete the requisite deed within a month, an enregistered copy of such deed to be furnished at his cost, also a copy of every deed of any subsequent alienation, and as it was ordered in Sharples's and Bogue's cases, Mr. Lemesurier should be informed that in default of accepting the terms within a fortnight, the property will not be disposed of otherwise than by public competition.

In comparing above the relative value of Messrs. Sharples' and Lemesurier's cove it was omitted to be observed that it appears that the latter had not to lay out any money for piers in deep water as the former had to do in order to make his cove available for his business, except, however, for two small ones on the low water line, valued by Mr Panet at £15, each.

(Signed,) JOHN ROLPH.

William H. Lee, Esquire,
Acting Clerk,
Honorable Executive Council,
Quebec.

(Copy.)

BEAUVOIR, 18th January, 1853.

SIR,—Having been kindly afforded communication of the papers connected with my application to purchase the cove now held by me under lease at Sillery, I beg to offer a few remarks respecting my claim to occupy as favorable a position as my neighbors, Messrs. Pemberton and Sharples, about which some apprehension appears to exist.

The three coves occupied respectively by those gentlemen and myself adjoin each other, and notwithstanding the great disproportion in the rent paid by them and me, are notoriously of the same relative value. This disproportion arose from the circumstance that Messrs Pemberton and Sharples obtained lease by private

contract at £200 per annum, whilst mine being the last, and only disposable cove, was, at a period when property of that description was much in demand, offered to public competition and adjudged to me at the high rate of £625 per annum for the term of 7 years.

In 1849, the Messrs. Pemberton applied to be permitted to purchase their cove, offering therefor the sum of £4000. On reference to the agent for an estimation of its value, he reported it at the sum of £6000, which price was adopted and the sale carried out accordingly.

In May 1851, Mr. Sharples preferred a similar application to purchase which was also referred to the Agent for valuation, Mr. Panet reported that taking the valuation in Messrs. Pemberton's case as a basis, Mr. Sharples cove being of less extent should be sold to him at £5000. This estimate was also approved and the sale ordered to be carried out.

You will observe that in neither of the above cases, was the rent adopted at the basis of valuation, which was founded upon the superficial extent and value of the respective coves.

In August 1851 (and many months before any decision in Mr. Sharples' case had been arrived at) I had likewise forwarded a petition to purchase, naturally concluding that, the cases being identical, the rule that governed Messrs. Pemberton and Sharples valuations would likewise govern mine; and I was not consequently prepared for the unfair and erroneous distinction attempted to be drawn between my case and those of my neighbors, with whom the nature of our business obliges me to compete.

Messrs. Pemberton's cove contains 45 arpents, that of Mr. Sharples 37, forming together 82 arpents, valued and sold at £11,000; taking this valuation as a basis, the property I hold containing 54 arpents, cannot in justice be estimated at more than £7,244. But I regret to find that the comparatively unfavorable position I have occupied from the commencement of my lease is proposed to be perpetuated by the adoption of an arbitrary valuation, not founded on the relative price of the adjoining property (the only true and just basis) but on the accidental amount of rent obtained for a lease and obtained as Mr. Panet himself states "at a most "favorable period and under circumstances "never perhaps to occur again." But it appears moreover that this valuation (if it can be so called) was the result of special instructions" which left the Agent apparently no alternative but calculate a principal on £625 interest, and call the result a valuation" which he has accordingly done.

There is one circumstance, however, on which I place great reliance, and on which I trust will weigh with the Council in their present decision, viz: That in the report of 23rd July 1851, made to the Executive Council in Mr. Sharples case it was stated that the valuation in my case was made by Mr. Panet under special instructions at £10,500 and that if that estimate was to be adopted Mr. Sharples would be required to pay £6,400, the Executive however did not require Mr. Sharples to pay any such sum and it appears therefore to follow that the valuation in my case was disapproved and rejected.

In conclusion I now respectfully request that in view of the very large amount of rent I have been compelled to pay, amounting in the course of fourteen years, to £5950 more than the sums paid by both Messrs. Pemberton and Sharples during the same period and in consideration of the waiver of any claim in respect of the fire of 149 which destroyed buildings that yielded an annual rent of £60, a loss recognised as properly falling upon Government, I may be permitted to purchase my cove at the said sum of £7,244, being in strict proportion to the price paid by Messrs. Pemberton and Sharples.

I have omitted to mention that Mr. Fortier's statement that the rent paid for my cove by the previous lessee "Wright" was £750 per annum, is incorrect. Mr. Panet has informed me upon reference to his books, that during the ten years preced-

ing my purchase of the lease, Wright paid only £200. Mr. Fortier must have mistaken the arrears due by the last lessee for the rent paid.

(Signed,)

H. LEMESURIER.

Hon. Mr. Cameron,
President Executive Council.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 29th January, 1853, approved by His Excellency the Governor General in Council on the 31st same month.

On the application of Henry Lemesurier, Junior, Esq., to be allowed to purchase the beach property occupied by him under lease and situate within the Domain of Sillery, near the City of Quebec.

Sillery Domain comprises the three Coves occupied respectively by Messrs. Pemberton, Sharples and Lemesurier. The first embraces an extent of 45 arpents, the second 37, and Mr. Lemesurier's 54 arpents, the two former were leased to Messrs. Pemberton and Sharples many years ago by private contract at an annual rent of £200, the lease of the third was offered at public auction and adjudged to the applicant at £625.

Since 1849 Messrs. Pemberton and Sharples have been permitted to purchase *en franc alevu roturier* their respective Coves at a valuation estimated by the Agent viz: £6,000 for the former and £5,000 for the latter.

Mr. Lemesurier's application having been referred to the Agent for valuation under instructions to bear in mind in making such estimate as well the relative extent of the cove as the rent paid therefor, he has apparently adopted the latter basis and valued it at a capital represented by the £625 paid as rent viz: £10,500.

Against this mode of valuation Mr. Lemesurier remonstrates alleging that the high rate obtained at auction for a lease, can form no criterion in the case of a sale, that such high rate was obtained at a most favorable period and under circumstances which may never again occur, that to adopt a different principle of valuation in his from what was followed in the cases of his neighbors would operate injuriously to wards him and advantageously toward them, with whom, from the nature of his business, he is obliged to compete, he, therefore, prays that as the coves of Messrs. Pemberton and Sharples, comprising together 82 arpents, were valued and sold for an aggregate sum of £11,000, he may be permitted to acquire his (containing 54 arpents) at a proportionate estimate, viz: £7,244.

The Committee are of opinion that the same principle of valuation should be followed in this as in the two cases above referred to, which will establish the sum of £7,244 as the price of Mr. Lemesurier's Cove, but as by converting the existing lease into a sale the government would lose the difference between the rent paid and the interest on the above amount, they recommend that the rent continue to be paid to the end of the lease. They therefore humbly advise that a sale be carried out forthwith *en franc alevu roturier* in the name of the applicant at the said sum of £7,244 à *constitut* redeemable by sums of not less than £1,000 each, interest to be paid from the expiration of the said lease; and further, that should the applicant

not accept the present offer within fifteen days from being notified thereof, and complete the necessary deeds, the present order be considered as cancelled.

(Certified,)

W. H. LEE.

Clerk of Executive Council.

(Copy.)

CROWN LANDS OFFICE,

Quebec, 1st February, 1853.

SIR,—I have the honour to inform you that it has pleased His Excellency the Governor General in Council, on the 31st ultimo to allow you to purchase, *en franc aleu roturier* the property you now hold under lease from the Government, at Sillery Cove, for the sum of £7,244, the purchase price to remain *à constitut* upon the property, redeemable by sums of not less than £1,000, each, it has been further decided that you do continue to pay the rent as bound by your lease until its expiration, and also that should you not accept the above offer of sale within 15 days from this date and complete the necessary deeds, the Order in Council allowing you to purchase be considered as cancelled.

(Signed,)

FELIX FORTIER,

For the Commissioner of Crown Lands.

H. Lemesurier, Esq.,

&c. &c. &c.

Quebec.

(Copy.)

QUEBEC, 1st February, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of this day's date, informing me "that it has pleased His Excellency the Governor General in Council, on the 31st ultimo, to allow me to purchase, *en franc aleu roturier* the property I now hold under lease from the Government at Sillery Cove, for the sum of seven thousand two hundred and forty-four pounds, currency, the purchase price to remain *à constitut* upon the property, redeemable by sums of not less than a thousand pounds, each, and that it has been further decided I do continue to pay the rent as bound by my lease until its expiration, and also that should I not accept the above offer of sale within fifteen days from this date, and complete the necessary deeds, the Order in Council allowing me to purchase be considered as cancelled.

In answer I beg to state that I agree to the terms proposed by Government, and will sign the necessary deeds as soon as they are prepared.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

H. LEMESURIER.

Felix Fortier, Esq.,

Commissioner of Crown Lands Department.

(Translation.)

CROWN LANDS OFFICE,
Quebec, 2nd February 1853.

SIR,—I send you the papers relative to the application of Mr. Lemesurier to purchase the lot which he leases at Sillery, also the Order in Council passed respecting the application, and a copy of his lease executed in 1839. Have the goodness at your earliest convenience to draft a deed of sale in conformity with the Order in Council, which please send back to me with the other papers and the draft of the deed

(Signed,) FELIX FORTIER.
For the Commissioner of Crown Lands.

The Hon. Louis Panet,
Agent,
Quebec.

(Translation.)

CROWN LANDS OFFICE,
Quebec, 5th February 1853.

SIR,—I have the honor herewith to transmit to you, for your examination and approval, the draft of a deed of sale prepared by Mr. Panet in favor of Mr. Lemesurier, in conformity with the Order in Council of the 31st January last, a copy of which is included herewith.

Have the goodness to send back these documents to the department with your approval of the deed if you are of opinion that it is sufficiently binding.

(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

(Copy.)

On Letter of Felix Fortier, Esq, transmitting draft of deed of sale to Henry Lemesurier, Jr. Esquire, of Beach property at Sillery.

CROWN LANDS DEPARTMENT,
Quebec, 7th February, 1853.

I am of opinion that a doubt might be raised whether after the property had passed by deed of sale into the hands of Mr. Lemesurier, the Crown could claim from him any sum of money for rent (*prebium locationis*) and any sum beyond the price of sale mutually agreed upon. I would therefore recommend that the difference between the annual *rente constituée* £434 12s. 9d. and the rent £625, viz: the sum of £190 7s. 3d. *per annum* for seven years be converted into a capital of £1,332 10s. 9d., payable by fourteen annual instalments, without interest, as part of the consideration money, and as it is desirable that the deed be passed without delay, that the rent to become due on the 1st May next be now paid by Mr. Lemesurier by note, or otherwise, to the satisfaction of the Commissioner of Crown Lands.

By this arrangement the intention of the Order in Council of the 31st ultimo, will be fully carried out.

(Signed,) LEWIS T. DRUMMOND,
Attorney General, I. C.

QUEBEC, 18th March, 1851.

SIR,—Denis Bogue having incurred considerable loss by the recent high tides, which have flooded his wharf at the Point a Pizeau, finds it necessary to raise his wharf several feet and to make other improvements.

Having heard it stated that the Government was willing to sell to the Messrs. Pemberton his neighbors the lot they at present occupy, he is desirous of purchasing the whole of the lot, of which the Government has promised him a lease of 21 years, comprising both the part included in the Domain of the Jesuits, and the deep water lot. He has therefore directed me to request you to inform him at what price and subject to what conditions the Government would consent to sell. Mr. Bogue would not object to allow the price to be fixed by disinterested parties, should this mode of settlement meet your approbation.

I have the honor &c.,

(Signed,)

PH. HUOT.

F. Fortier, Esq.,
Montreal.

QUEBEC, 16th April, 1851.

SIR,—with reference to the application of Mr. Denis Bogue to purchase from the Government the beach lot occupied by him at Point a Pizeau formerly part of the Jesuits' Estates and the deep water lot in front, I have the honor to inform you that Mr. Bogue offers £650 for the former lot and £100 for the latter *à consuit*.

Assuming as a basis the valuations made of the lots occupied by Messrs Pemberton, and considering the absence of all improvements and buildings on Point a Pizeau, with the exception of the wharf built by Mr. Connolly which is far from complete, I am of opinion that the sums offered by Mr. Bogue are about reasonable. This property at present yields £30 for the part depending from the Jesuits' Estates and £4 10s. for the deep water lot. The £750 offered would yield £45, were £50 per annum asked of Mr. Bogue he may perhaps pay it.

The beach lot under consideration is of small extension and by its position on the point is exposed to the heavy gales and does not offer the same security or shelter for timber or vessels as is afforded by the coves.

Mr. Bogue says that he desires to make improvements, and is only waiting to become proprietor in order to commence them. It would be desirable that a speedy decision should be come to on Mr. Bogue's application, for should the Government not sell to him he will be obliged to conclude his leases.

I have the honor to be, Sir, &c.

LOUIS PANET,
Agent.

Felix Fortier, Esq.,
Montreal.

CROWN LANDS OFFICE,

Montreal, 27th May 1851.

SIR,—Since I received your letter of 16th April last, on the subject of the offer of Mr. Bogue, I have had an opportunity of obtaining some information respecting the property which he occupies; his offer appears to me to be below what it is worth.

There is on this property a house of very considerable value. Mr. Bogue would have led you into error, in telling you that that there were no buildings except the wharf.

That gentleman was ready to pay £40 for a lease of 21 years, at the expiration of which all the improvements which he stated he was desirous of making would belong to the Crown. In consequence a rent of £5 more, is too little, in my opinion, in the case of sale of the property.

For my part I am not disposed to recommend a sale of the lot above high water, with the beach for less than £1000, and I am told the property is worth that, and leaving the rent for the deep water as originally fixed, viz: £4 10s., otherwise I am of opinion that it will be better to allow the present lease to expire, and offer the property for sale or lease at public auction unless Mr. Bogue accepts the conditions proposed to him last year. Taking as a basis the value set upon Messrs. Pemberton's lot we are liable I think to error, seeing the great difference in extent of the two properties.

It should be remembered that Mr. Bogue cannot allege the same reasons with respect to the lot above high water mark as the Messrs. Pemberton, as he has made no improvements on it, and as he represents Connolly, during whose occupation a house was burnt, inasmuch, moreover, as the frontage of this lot is, about one-fifth of that of the Messrs. Pembertons.

Were Mr. Bogue not placed in peculiar circumstances, arising out of the bad faith of Connolly and his own imprudence, instead of recommending a sale upon the terms above mentioned, I should deem it my duty to insist upon a sale of the property by auction.

Have the goodness to reconsider the matter, and let me know your opinion as soon as possible, as I propose to send in my report to the Executive at an early date.

I have the honor, &c.

(Signed,) FELIX FORTIER,

For the Commissioner of Crown Lands.

The Honorable Louis Panet,
Agent, Quebec.

QUEBEC, 17th June, 1851.

SIR,—With reference to your letter of the 27th May touching the application of Mr. Bogue, and my report thereon, I have the honor to inform you, that it was not he who told me that there were no buildings on his lot, for he did not tell me so. I myself inadvertently erred, and as I had set but a trifling value on the house remaining, I only remembered the wharf when I wrote as being the principal improvement on the lot.

I have since communicated to Mr. Bogue the substance of your letter and he has addressed me the reply I enclose to you. This gentleman asserts as you will see, that his lot does not contain the tenth part of the superficies of Messrs Pemberton's lot and pretends that if these gentlemen pay £6000 he should not be forced to pay

£1000. He may be right with respect to the difference between the superficies of his lot and that of Messrs. Pemberton, I cannot say whether it is as considerable as he alleges, but that will be proved by a comparison of the plans of the two properties, and if what he states be the case he should not be treated with less favor than the Messrs. Pemberton. It remains then for him to convince the Department of the truth of his assertion.

You, I believe, have the plan of Messrs. Pemberton's property, I have that of Bogue's; send me yours or I will send you mine as you may think proper, to enable you to judge of the matter.

I have the honor, &c.

(Signed,) LOUIS PANET,
Agent.

Felix Fortier, Esq.,
Montreal.

(Copy.)

QUEBEC, 10th June, 1851.

SIR,—Mr. Fortier is mistaken when he says that I have given a wrong description of the property and that there is a house of considerable value on it. The description of the property I gave him is the plan drawn by Mr. Larue, the Surveyor, of which you have a copy; the house is a two story wooden house, it is not of much value as it is still in an unfinished state. Mr. Fortier considers the offer I made not sufficient as I offered to pay £40 pounds per annum for a continuation of the lease and the improvements to remain to the Government: the offer I made was £40 with indemnity for any deep water wharf, if the lease was not continued from time to time. Mr. Fortier says that it is one-fifth the same front as Messrs. Pemberton's, if it is, it is not the one-fourth the depth as it is on the point and Mr. Pemberton's is in the bay. I think if you compare the plan of Messrs. Pemberton and mine you will find that there is not the one-tenth the superficial measurement in mine that there is in his. And I must observe that since I bought the property in 1849 I have derived no income in consequence of the houses being destroyed by fire and that I was not able to rebuild them under my present lease.

I am, sir,
Your most obedient servant,

(Signed,) DENIS BOGUE.

Honorable Louis Panet,

(Extract.)

CROWN LANDS OFFICE,
Montreal, 30th June, 1851.

SIR,—.....
.....
I also received your letter of the 17th instant relative to Messrs. Pemberton and Bogue.

I cannot agree with the views taken by the latter. In estimating the value of the two properties we should not alone regard the superficial extent, we should especially

consider the front and the depth of the beach and I understand the depth of the beach is very often a disadvantage rather than an advantage, at least such is the opinion of merchant proprietors of the coves, and valuations recently made by Messrs. Primrose and Hamel confirm me in that opinion respecting the value of the beach.

I am aware that the superficies of the cove and lot occupied by Mr. Bogue is not the tenth of the lot occupied by the Messrs. Pemberton, but he has a frontage equal to one-fifth of that of the latter lot; the beach is not so deep and consequently more advantageous.

This property must have increased in value in the same proportion as that occupied by the Messrs. Pemberton. Now these gentlemen begun in 1856 to pay £150 and it is now settled that at the expiration of their lease, which expires at the same time as that of Mr. Bogue, they will be charged an annual interest of £360, more than double the rent originally paid. Upon calculation I find that the proportional capital which Mr. Bogue would have to pay should yield £72 and if you assume the superficies as a rule, he would not have to pay more than £533, 9s. 8d. supposing his lot to be only 4 arpents in superficies, and to contain buildings of a like proportional value to those on the Messrs. Pemberton's lot.

With reference to Mr. Bogue's statement that he never agreed to pay £40 for the lease of the beach and lot above it, I can refer him to the letter of his agent Mr. Maguire of 5th April, 1850, and to the petition he afterwards presented in May, 1850.

I would have liked you to inform me in your last letter whether you consider my valuation too high; with the above explanations, you will perhaps be able to fix a higher price for the beach and the lot above that. Mr. Bogue appears inclined to give (£50 in all) viz., £4 10s. for the deep water lot and £45 10s. for the lot which he holds on lease, and you might induce this gentleman to consent to pay such other sum as you may think proper to demand. The difference between the rent which I propose and that offered for the beach (£45 10s.) is £14 10s.; perhaps you will deem it advisable that under circumstances like the present the Government ought to accept as a rent for these two properties, the sum I am of opinion should be demanded for the lot upon lease only, and thereby conclude this matter which has been in discussion, we may say, since 1847.

I shall await a further letter from you before submitting this matter to the Executive as I mentioned in my letter of 27th May.

If my views do not agree with yours, be good enough to make a report of the valuation as you made of the property, in so detailed a manner that the Executive may be able to determine what justice and the interests of the two parties demand in the present case.

I have the honor to be, &c.

(Signed,) FELIX FORTIER.

The Honorable Louis Panet,
Agent.

QUEBEC, 28th July, 1851.

SIR,—With reference to that part of your letter of the 30th of June last relating to the matter of Mr. Denis Bogue, I have the honour to inform you that this gentleman offers, and agrees to pay, according to the terms of your letter as the price of his beach lot at Point a Pizeau, at the deep water lot, at the rate of £50 per annum, representing a capital of £833, 6s. 8d.; this in my opinion is a fair and

reasonable price, when compared with that at which the Messrs. Pemberton's lot has been valued. I think that there will be no further difficulty in the matter, and that if the Government decide definitely to sell these beach lots, according to the valuations which have been made, nothing remains but to conclude the transaction.

I have the honor, &c.,

(Signed,) LOUIS PANET,
Agent.

Felix Fortier, Esquire.

QUEBEC, 24th March, 1852.

SIR,—With reference to the matter of Mr. Bogue and the explanation you sought, I can only repeat what I have already stated in my letter of 28th July, 1851, viz: that the rent of £50 currency per annum offered by Mr. Bogue representing a capital of £833 6s. 8d. is in my opinion a reasonable and fair price for the beach and deep water lots at Point a Pizeau when compared with the value set upon the lots sold to Messrs. Pemberton.

For besides its exposed situation on a Point, Mr. Bogue's beach lot is not worth perhaps one tenth of that of Messrs. Pemberton. One raft almost suffices to fill it while Messrs. Pemberton's lot will hold ten times as many.

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

(Signed,) LOUIS PANET,
Agent.

Felix Fortier, Esquire.

CROWN LANDS OFFICE,
Quebec, 12th April, 1852.

On the application of Denis Bogue, 28th—31st March, 1851.

Report No. 31, T. E.

Mr. Bogue applies for the purchase of that portion of Sillery Cove, which he holds now as sub-lessee, at an annual rent of £30, being the same rent at which the property was rented for 21 years in 1836.

After the exchange of several communications between the Department and the Agent, the latter states, that Mr. Bogue is ready to give for the beach upland and the deep water lot opposite, an annual rent of £50, representing a capital of £836 6s. 8d, which sum Mr. Panet considers a fair and just price, compared with the price charged to the Messrs. Pemberton for the adjoining beach and upland.—Deducting £75 for the price of the deep water lot, as fixed upon in 1847, it would leave for the beach and upland £76. 6s. 8d., giving an annual rent of £45. 13s. 7½d, a sum less than the price charged to Messrs. Pemberton & Sharples, if compared to the original rent fixed in 1836, and what they are not to pay, the first after the expiration of his lease, the latter from the date of sale.

The original rent paid by Mr. Sharples is doubled while that of Messrs. Pemberton is £60 more than twice the original rent, besides what they are charged for the deep water lots. By this operation Mr. Bogue should be charged £1000 or £60

annual rent for the beach and upland alone, again it must not be lost sight of; that had all these coves been disposed of by public competition in 1835 or 1836, they would have then fetched double what these were leased for by private contract, and that Hough, the original lessee, sold to Connolly in 1836 the transfer of the lease for £550 equal to £26 more rent per annum, which Connolly values the property to be worth, besides the £30 paid to the Crown, and in 1849 Bogue bought the remainder of the lease and the wharf in deep water value at about £800 for £1000, giving about £25 more than the actual rent. Mr. Panet's valuation seems to rest entirely on the valuation in Mr. Pemberton's case, therefore the same reasons which induced Government to approve of the suggestions made by the Department to add to Mr. Panet's valuation in Mr. Sharples case, exist in the present one, the undersigned is therefore of opinion that an advance be made upon Mr. Panet's valuation and that Mr. Bogue should not be allowed to purchase the beach and upland for less than £833. 6s. 8d., giving an annual rent of £50, the same to run from the day of sale, and that letters patent be granted to him for the deep water lot at the rate of £4 10s, as settled in 1847, on his paying the arrears as agreed upon by him in the deed of transfer made by Connolly in 1849, and that in default of his accepting of these terms, he be likewise informed as Mr. Sharples has been, that on refusal to comply with the same, the property will not be otherwise disposed of than by public competition, in the course of the year preceding the expiration of his lease, to wit in 1856.

The whole respectfully submitted.

(Signed,)

JOHN ROLPH,
Commissioner of Crown Lands.

Copy of Report of a Committee of the Honorable the Executive Council, dated 7th June, 1852, approved by His Excellency the Governor General in Council on the 9th. Same month.

On the application of Mr. Denis Bogue, for the purchase of that portion of Sillery cove, which he now holds as Sub-lessee, at an annual rent of £50, the rent at which the property was leased for twenty-one years in 1836, being £30.

12th April. 1852. The Commissioner of Crown Lands reports that the Agent, Mr. Panet, states that Mr. Bogue offers to pay for the beach, upland, and deep water lot opposite, an annual rent of £50, representing a capital of £833 6s. 8d., which the Agent considers a just and fair price, and he submits his opinion, founded upon the reason mentioned in his report. That Mr. Bogue should not be allowed to purchase the Beach and upland for less than £833 6s. 8d., giving an annual interest of £50, the same to run from day of sale; And that he be granted Letters Patent for the deep-water lot, at a rent of £4 10s. per annum, as settled upon in 1847. And on his paying the arrears; and that should he not accept of these terms, he be informed that the property will be disposed of by Public competition, in the course of the year preceding the expiration of his lease, that is, in 1856.

The Committee recommend that the Report of the Commissioner of Crown Lands, be approved and carried into effect.

(Certified,)

W. H. LEE.
C. E. C.

(Copy.)

CROWN LANDS DEPARTMENT,
Quebec 14th June, 1852.

SIR,—With respect to the application made by you on the 28th March 1851, on the part of Mr. Denis Bogue, to purchase that part of Sillery Cove now in his hands as lessee, I have the honor to inform you that the same was lately brought under the consideration of His Excellency the Governor General in Council, and it has been determined that your client be allowed to purchase the beach and upland in question for the sum of eight hundred and thirty three pounds six shilling and eight pence, the purchase price to remain *à constitut* on the same, the interest payable annually from the date of the sale, and further that he be granted letters patent for the deep water lot opposite the said beach, on payment of an annual rent of £4. 10s. from such day, and the arrears which he has promised to discharge by the deed of transfer from Thomas Connolly to him in 1849,—moreover that the grant of the beach and upland, which forms part of the Jesuits' Estates, be made *en franc aleu roturier*, discharging the same for ever of all Seigniorial dues, and I have to request that your client do state whether he will accept of a grant on these terms, as in the event of his refusing to do it is the determination of Government not to dispose of the property otherwise than by public competition in the course of the year preceding the expiration of Mr. Bogue's present lease.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

JOHN ROLPH,

Commissioner of Crown Lands.

Ph. Huot, Esquire,
Notary Public,
Quebec.

(Copy.)

QUEBEC, 18th June, 1852.

SIR,—In answer to your communication of the 14th inst; respecting my application to purchase that part of Sillery Cove I now occupy as lessee, I beg to state that I accept of the conditions mentioned in your said letter, trusting however that the Government will not treat me less favorably than the Messrs. Pemberton, and that the rent of my purchase shall be made, like that of theirs to commence only to run from the expiration of my lease,—I don't see why Government should follow a different rule with me than with them. I entirely rely on the justice and liberality of Government, and hope that you will favorably entertain my present representation.

I have the honor to be, Sir,

Your most obedient and humble servant,

(Signed,)

DENIS BOGUE.

To The Honorable John Rolph, &c. &c.

(Copy.)

CROWN LANDS DEPARTMENT,
Quebec, 19th July, 1852.

SIR,—I am in the receipt of your letter of the 18th ultimo, and in reply thereto beg to inform you, that the decision of Government as communicated to your

agent by letter from this department of 14th June last, having been arrived at after mature deliberation of all the facts of the case, your request that interest be only charged on your purchase from the expiration of the present lease, cannot be complied with. Your purchasing the property putting an end to the lease under which you hold the same, it is but following the usual course in similar cases that interest on the purchase price be charged from the day of sale. I have therefore again to request you will please state whether you accept of the terms settled upon as in the case of a refusal it is the intention of Government not to dispose of the property but by public competition in the course of the year preceding the expiration of your lease as stated in the letter to your agent above mentioned.

I have the honor of being, Sir,
Your obedient servant,

JOHN ROLPH,
Com. of Crown Lands.

Mr. Denis Bogue, Quebec.

CROWN LANDS OFFICE,
Quebec, 13th August 1852.

SIR,—Would you have the goodness to prepare the draft of a deed of sale to Mr. Bogue of that part of the beach at Sillery which he at present occupies on lease, being careful to insert the clause obliging him to take out a patent for the deep water lot, and send the draft to this office.

The letter written to Mr. Huot on the 19th June last and of which I send you a copy will inform you of the conditions.

I enclose herewith two copies of deeds relating to that property.

I have the honor &c.,
(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

CROWN LANDS OFFICE,
Quebec, 27th September 1852.

SIR,—Have the goodness to inform your client Mr. Bogue that steps have been taken to prepare his letters patent for the deep water lot opposite to the cove he occupies at Sillery but that the said patents will not be issued until he has paid the arrears he is bound to pay, to wit, for six years up to the 24th June last at the rate of £4. 10. as I have before informed you.

The deed of sale of the lot above high water mark also will not be completed until he has paid his arrears of rent and the *lods et ventes* due upon the sales by Hough to Connolly, and by the latter to your client, as arranged with the agent, the Honorable Louis Panet.

It is desirable that this matter should be arranged as soon as possible.

I have the honor, &c.
(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

P. Huot, Esquire, N. P.
Agent for D. Bogue,
Quebec.

CROWN LANDS OFFICE,
Quebec, 28th February, 1853.

SIR,—Mr. Bogue having in July last definitely accepted the conditions proposed to him by the Government, you will be kind enough to see that the deed of sale be completed without delay; without regard to the application he has made for the remission of the arrears of *lods et ventes* which ought not to impede the first matter, as the delays which have arisen since his acceptance have been in some measure the result of instructions you had received from the department, you may make the new rent date only from the quarter expired in October last.

I have the honor, &c.,
(Signed,) FELIX FORTIER,
For the Commissioner of Crown Lands.

The Honorable Louis Panet,
Agent, Quebec.

(Copy.)

To His Excellency Lieutenant General Rowan, &c., &c., &c., Administrator of the Government in Council.

The humble petition of Denis Bogue,

RESPECTFULLY SHEWETH :

That your petitioner is proprietor of about four arpents of beach property, forming a portion of Sillery cove or Domain purchased from the Honorable the Commissioner of Crown Lands by him in March last, at a price which he then understood to have been calculated, at the same rate, as paid by the purchasers, of other and larger portions of the same property.

That your petitioner has since learned that Messrs. Pemberton, Sharples and Lemesurier have been permitted to purchase their large proportion of this beach property at an uniform and much lower price than your petitioner, whose four arpents are really of less value from its comparative small quantity, and from local causes than others.

That in January 1853, Mr. Lemesurier, by an order of your Honorable Council, was permitted to purchase 54 arpents for £7,244, being average of value of the two other lots previously sold, under similar circumstances to Messrs. Pemberton and Sharples which price is much less than that paid by your petitioner.

That your petitioner understands that in the report to Council on the application of Mr. Lemesurier, mention was omitted to be made of his lot.

Your petitioner therefore humbly prays: That your Excellency will be pleased to take his just claim for a reduction in price into favorable consideration; and that the same principle of valuation may be adopted for him, as distinctly adopted by your Excellency's Honorable Council in the Order in Council, 31st January, 1853, above referred to, and that a proportionate amount be refunded to him.

And your petitioner as in duty bound will ever pray.

(Signed) DENIS BOGUE,
by attorney.
JOHN COCHRANE,
Agent.

Quebec, 16th January, 1854.

(Copy.)

CROWN LANDS OFFICE,
Quebec, 21st January, 1854.

SIR,—In answer to your petition of the 16th inst; on the part of Mr. Denis Bogue, for a diminution of the price of the property at Sillery Cove he now holds under deed of purchase, I have to state for the information of your client that the Department cannot recommend to the Government the granting of the applicant's prayer.

It was after mature deliberation that the price in question was determined on and in fixing the same the value of the property by itself was taken into consideration, without any reference to its relative extent with the adjoining large coves of Messrs. Pemberton and Sharples.

The rent charged in 1856, on Mr. Bogue's property was £30, and has lately been increased to £50, which Mr. Sharples is made to pay double the rent fixed in 1836, and the Messrs. Pemberton will have to pay at the end of their lease £60 more than double the rent they paid in 1836. Your client cannot therefore complain when he has been allowed to purchase at a rent £10 less than double the original rent, which at the time of leasing the property was considered below the real value, the lessee having a very short time afterwards sold the transfer of the lease for £500, the interest of which added to the rent payable to the Crown made the actual rent of the purchaser £60 *per annum*.

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

(Signed,) A. N. MORIN,
Commissioner of Crown Lands.

John Cochran, Esquire,
Agent, Quebec.

(Copy.)

QUEBEC, 29th March, 1854.

SIR,—I have the honor to acknowledge receipt of your letter of the 21st ulto., informing me that my application on Mr. Bogue to a reduction in the price of the Cove property lately purchased by him from the Government cannot be entertained, on the ground that such price had been fixed after due deliberation and based upon the actual value of the lot.

In reply I beg to state that I now appeal to the Council on the ground that the principal of valuation adopted for my lot, was different to that followed in ascertaining the value of my neighbors' lots, Messrs. Sharples, Lemesurier and Pemberton.

Mr. Pemberton just purchased his lot at £6,000, and when Mr. Sharples afterwards applied to purchase, a higher relative valuation was placed on his property, but the Council decided that the price adopted for Mr. Pemberton should rule for Mr. Sharples.

Mr. Lemesurier afterwards applied to purchase and the Government again insisted that the same principal of valuation should obtain in his case and thereupon an average was struck of the price paid by Messrs. Pemberton and Sharples, which proved to be about £134, per acre and, at this rate, Mr. Lemesurier was allowed to purchase.

I now respectfully beg to call your attention to the fact that the Sillery property "consists of four coves, namely the three above named, and mine, which is by far the smallest, containing only about four acres. This comparatively small piece of land has been valued as high as £833, simply because the rent paid by me was

£50, per annum: but this basis of calculation was rejected in the cases of the others I have referred to, and as superficial contents and a fixed price of £134 per annum, have been the only true guides in obtaining value of those properties, I respectfully submit whether it is unreasonable in me to protest against my client being made an exception and treated in a different manner.

Had I been aware of their facts, when Mr. Bognes application was first submitted, he would doubtless have claimed, and successfully too, to be placed on the same footing as his neighbors. I submit therefore whether under the circumstances, justice should be refused to him, because in ignorance of such circumstances, he paid a higher price than they.

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

(Signed,) JOHN COCHRANE,
Agent.

The Honorable A. N. Morin,
Commissioner of Crown Lands,
Quebec.

(Copy.)

CROWN LANDS OFFICE,
Quebec, 25th April, 1854.

SIR,—I am in the receipt of your letter of the 29th of March, and in answer would in the first place beg to observe that when the decision to which you refer was arrived at, the sale alluded to in your letter was not lost sight of.

According to the principle it is your desire should be followed up, paying £134 per arpent, and by which your client's purchase would be reduced to £536, Government would realize very little more than the rent he paid at the time of sale, while that of Mr. Pemberton was increased from £125 (the original rent) to £300.

Moreover the value of Mr. Pemberton's Coves in relation to that of Mr. Lemesurier, both being large coves and for the same purposes, while it was considered that it should not apply to a property of much smaller dimensions:—Purchasers of a larger extent of ground usually paying less in proportion than these of smaller lots. In fact the rent per arpent originally realized for the respective properties shows a difference in their value; at that time also, your client's yielding £7 10s. while the adjoining one produced but 55s. 8d. per arpent, per annum.

The whole of the circumstances you mention have been fully weighed, and I regret to say that there is nothing to induce the Government to alter its former decision.

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

(Signed,) A. N. MORIN,
Commissioner of Crown Lands.

John Cochrane, Esquire.,
Agent, Quebec.

(Copy.)

QUEBEC, 1st June, 1854.

SIR,—I have the honor to acknowledge receipt of your letter of the 25th April last, in relation to my application for a return of the purchase money paid by me for a small portion of Sillery Cove, and in reply beg to state, that after carefully reading your letter I am unable to discover any really just ground on which the Government can justify the distinction made between me and my more wealthy and fortunate neighbors, Messieurs Sharples, Pemberton, and Lemesurier, unless, indeed, that of a greater influence which these gentlemen may have been able to put forward in support of their respective claims.

The question of the amount of rent paid by me, which is made the basis of valuation, in my unfortunate case, has, I find, been disposed of by the Government, inasmuch as it was rejected in the cases of these gentlemen, and cannot, I submit, with any semblance of impartiality be made to apply to my case alone.

That my cove was the smallest of the four I have already admitted, and submit to you, Sir, whether any difference of price, but as proportioned to the extent, should have been insisted upon, especially when it is remembered that the three other coves all differ in size, and yet no such proportionate distinction was permitted.

To show the actual value of my cove, I herewith beg to hand you a certificate signed by three of the other owners of Sillery Cove, Messrs. (Pemberton, Sharples, and Lemesurier,) who certify that my small portion is "not more valuable" than theirs—also by Mr. W. Walker Jr., who certifies that it is "less valuable" than the others.

You further state, Sir, that at the time my sale was concluded, the facts of the sale to Messrs. Lemesurier, &c., were not lost sight of, I now have to regret much that I was not informed of those facts at the time, as, no doubt, I should have been equally able, with those Gentlemen, to satisfy you, that I also, was entitled to the privileges conceded to them. The three coves alluded to, contain an aggregate of 136 acres, and were sold at £134 an acre. My cove forms the fourth, and only remaining portion of the same property, with this exception that it is most insignificant of all in size, consequently the least valuable in proportion—I cannot therefore believe that the Government can have deliberately intended that a rule of valuation was to be adopted for my co-lessees and that my humble and unimportant position should have excluded me alone from the privileges it conferred.

I again respectfully submit my case for the consideration of the Government, satisfied that it is no respecter of persons, and that I shall not seek in vain, for justice and impartiality.

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

(Signed,) D. BOGUE,

By Attorney,

JOHN COCHRANE,

Agent.

The Honorable A. N. Morin,
Commissioner of Crown Lands.

Quebec.

(Copy.)

QUEBEC, 29th May, 1854.

We, the undersigned proprietors of the "Sillery Cove," do hereby certify that we do not consider that the small portion owned by Mr. Denis Bogue, is more valuable than our portion in proportion to the different size.

(Signed,)

PEMBERTON & BROTHERS,
C. SHARPLES,
H. LEMESURIER, Jr.

I, the undersigned, having occupied both Mr. Bogue's and part of Sillery Cove hereby certify that I consider Mr. Bogue's less valuable as a Cove in proportion to its size than the other part of Sillery.

(Signed,)

W. WALKER, Jr.

Quebec, 1st June, 1854.

(Copy.)

CROWN LANDS OFFICE,

Quebec, 24th August, 1854.

Report No. 22, Jesuits' Estates and Domain Branch.

On the application of Denis Bogue, 16th and 19th January, 1854.

On the 5th March 1853, Mr. Bogue purchased from Government, the small cove which he then held as sub-lessee from one Connolly.

In 1836, this property was leased for 21 years to one Hough (at an annual rent of £30,) who transferred his right, to Connolly for the sum of £500.

In 1849, Connolly sold the remaining term of the lease to the applicant, together with a wharf built in deep water in front of the property, for £,1000. This wharf was then worth about £800.

The applicant prays that the price be now reduced to what he calls the average proportion charged to his neighbours, Messrs. Sharples, Pemberton, and Lemesurier to wit: £134 per arpent: and having been informed that for the reason stated in the letters of the undersigned of the 21st January and 25th April last (copies of which are herewith) his request could not be complied with he appealed from that decision to the Council.

From a recent survey of Mr. Bogue's cove made under the direction of this Department it has been ascertained that it contains $4\frac{1}{2}$ in superficies, which at the rate he proposes, would form a sum of £581, yielding an annual interest of very little more than fixed in 1836. As the reason which induced the Government to deviate from the general rule (that is to dispose by public auction of public property) in the sale of these coves was principally the raising at once of the revenue derived from the same, and as such argument could not be used if the reduction prayed for be granted, the undersigned cannot recommend the same for favorable consideration. Besides, it will be seen on reference to the accompanying plans, that there is a difference in the value of the coves: if taken by superficial measure, the extent in frontage gives a greater value to this kind of property, and Mr. Bogue's cove is about one third of the breadth in front of Mr. Pemberton's, moreover his western line running in an angle, his lot comprises but very little of the Cape, which latter by the plans would appear to form about one fourth of Mr. Pemberton's land.

Should Government be of opinion that Mr. Bogue is entitled to some deduction, the undersigned would suggest that the price be reduced to what he offered for the property, a short time after he applied to purchase, as appears by Mr. Panet's letter of the 28th July, 1851, viz: £833 6s. 8d. for both the beach and deep water lot.

He has now to pay this sum for the beach alone and £4 10s, for the deep water ground.

Attention is drawn to the accompanying order in Council of June, 1852, in Mr. Sharple's case, containing instructions for the valuation of that gentleman's cove.

Respectfully submitted,

(Signed,) A. N. MORIN,
Commissioner of Crown Lands.

QUEBEC, 5th February, 1855.

SIR,—Having taken communication of the application of Mr. Denis Bogue and also of the papers and documents referred to me by order of the Honorable the Executive Council, and being moreover thoroughly acquainted with the circumstances of the matter in question, I have the honor to inform you that Mr. Bogue is fairly entitled to be placed upon the same footing, as he understands it, as the other purchasers of beach lots in the Sillery. His lot is not only a very small one when compared with the lots of those gentlemen, but it is also less advantageously situated. His case is not an exceptional one, and I consider it but fair and just that he should be treated in the same manner and with as great favor as Messrs. Lemesurier and the others.

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

(Signed,) LOUIS PANET.
Agent.

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

Copy of a report of a Committee of the Honorable the Executive Council, dated 13th June, 1855, approved by his Excellency the Governor General, in Council on the 15th of the same month.

On the petition of Mr. Denis Bogue, praying that the same principle of valuation may be resorted to in estimating the value of the beach lot at Sillery cove, lately purchased by him from the Government, as was adopted in the cases of his three co-purchasers and neighbors Messrs. Pemberton, Sharples and Lemesurier, viz: £134 per acre.

Messrs. Pemberton and Sharples, the former co-lessees and neighbors of the applicant were permitted to purchase their respective portions at the following rates: Messrs. Pemberton's portion containing 45 acres, at £6,000, and Mr. Sharples, 37 acres at £5,000. Mr. Lemesurier having afterwards applied to purchase his cove containing 54 acres, it was valued (on the basis of the rent it produced) at £10,500. This valuation he, Mr. Lemesurier, remonstrated against as being excessive, and estimated according to the rent paid by him, £625, instead of the *superficial contents* as in the cases of Messrs. Pemberton and Sharples, and by order in Council of the 31st January, 1853. It was directed that he should be permitted to purchase at the *average price* paid by his neighbors, viz: at £7,244, or £134 per arpent.

Mr. Bogue's property forms the fourth and only remaining cove belonging to this property, it contains but $4\frac{1}{2}$ acres and has been valued at £833. 16s. 8d. according to the rent paid by him, viz: £50 per annum.

Mr. Bogue now also remonstrates against this mode of valuation as having been rejected in the cases of his co-purchasers, and claims to be placed on the same footing as they, which would reduce the price to the sum of £581 instead of £833, and produces a certificate from Messrs. Pemberton, Sharples and Lemesurier, dated May 29th last to the effect that the small portion held by Mr. Bogue is not more valuable in proportion to size than theirs, while William Walker, junior, Esq., states that he considers it "less valuable as a cove in proportion to its size than the other part of Sillery."

The Honorable Louis Panet, agent of the Jesuits' estates, to whom the above application has been referred, reports that having taken communication of the documents transmitted for his report, and being moreover, for a long time, fully cognizant of the facts of this case, he is of opinion that Mr. Bogue is perfectly justified in his application to be placed on the same footing as the other purchasers of the Sillery property. That his cove is not only exceedingly small in comparison to those of his neighbors but less advantageously situated, that his case cannot form an exception to the rule laid down and he believes it to be just and reasonable, that he should be altogether as favorably treated as Messrs. Lemesurier and others.

The Committee respectfully recommend that the applicant be allowed to purchase the beach property in question, at the same rate charged to his neighbors.

Certified,

WM. H. LEE,
Clerk Executive Council.

Copy of a report of a Committee of the Honorable the Executive Council, dated the 26th of June, 1855, approved by his Excellency the Governor General in Council on the same day.

On a reconsideration of the Order in Council of the 15th of June, 1855, directing that Mr. Denis Bogue be allowed to purchase certain beach property, held by him at Sillery Cove, at the same rate as that charged to his neighbors, Messrs. Pemberton, Sharples and Lemesurier.

The Committee recommend that the said Order be cancelled, and that the report of the Commissioner of Crown Lands, of the 24th of August, 1854, be referred back to that Department.

Certified,

WM. H. LEE,
Clerk Executive Council.

CROWN LAND OFFICE,
Quebec, 4th July, 1855.

Report No. 55. Jesuits' Estates and Domain Branch.

On the reference book to this Department of the report of the 25th of August, 1854, in the case of Denis Bogue.

In pursuance to the order in Council of the 26th instant, relative to the report of the immediate predecessor of the undersigned, on Mr. Bogue's application for a

reduction of the purchase price of a small cove he holds at Sillery in virtue of a deed duly made and passed before L. Panet and colleague, on the 5th March, 1853, he has the honor to report:

That the acceptance of the terms of sale and the signing of the deed of purchase, were acts of Mr. Bogue's own free will, and had he then felt himself injured, he might have appealed to the Government remonstrating against the valuation made by the Department, as Messrs. Sharples and Lemesurier. Very likely, it is Mr. Lemesurier's success in obtaining the setting aside of the valuation made by Mr. Panet, and recommended by this Department which induced Mr. Bogue to seek for a reduction of the price agreed for, and stipulated in his deed of purchase.

The division in Mr. Lemesurier's case appears to have been founded on two errors of fact arising from an oversight of the order in Council of the 28th of June, 1852, whereby it was determined, that in valuing Mr. Sharples' cove, not only the superficial contents should be taken into consideration, but also the rents, the government being of opinion that nothing but a large advance on the existing rent would justify a disposal by private sale, many years before the expiration of a lease of a property, the renting of which, without offering it to competition, had been the subject of a remonstrance by Parliament, and upon which it was ordered that, for the future, no such public property should be disposed of otherwise than at public competition.

The principle laid down in the order in Council was not rescinded by the one passed on the 28th of July following as might be inferred from a pencil note to be found at the end of the report of this office of the 24th of August last. As Mr. Sharples had, at first, objected to the terms proposed to him, and that a new valuation had been ordered; on the withdrawal of his objection, the Department had to obtain the cancelling of the order in Council of the 28th of June to carry into effect the sale, but the question of the mode or principle of valuation was not questioned or even alluded to, in the order in Council of the 28th of July following, to which reference is respectfully prayed. Had that principle of valuation been adhered to, in the case of Mr. Lemesurier, he would not have been allowed to purchase at a price, the interest of which would give an annual sum of two hundred pounds less than the actual rent, while, by the sales to Messrs. Bogue, Sharples and Pemberton, a large actual and future increase has been obtained.

The Government has fixed too small a sum on Mr. Lemesurier's property. This is fully proved by Mr. Panet's valuation and his several official communications to this Department, and Dr. Rolph's letter of the 31st December, 1852, copy of all which is herewith for special reference.

The second error of facts to which the undersigned would beg to call attention is that Government considered the then cases of Messrs. Pemberton, Sharples, and Lemesurier, perfectly similar and that they were of equal value and advantage, while from Mr. Panet's statement (see his letter, 27th December, 1852, herewith, in *Vasse* 141-51 T. E.) it is proved that Mr. Lemesurier's was far more advantageous, being protected by the wharves and piers of Messrs. Sharples and Pemberton, who had expended thereon several thousands of pounds, to make their coves available and secure, while Mr. Lemesurier had to lay out but a small sum on a wharf on the beach, built by him jointly with the Messrs. Sharples.

As to the relative position of the parties there was a great difference between them. Messrs. Sharples and Pemberton had obtained from the Crown grants in perpetuity of deep water lots in front of their coves, which grants interfered a good deal with the disposal of the beach and upland held by them under lease and this circumstance was taken into consideration by Mr. Panet in valuing their coves, as may be seen by his letter of the 27th December, 1852, while there being no such grant in Mr. Lemesurier's case, the Crown had nothing to interfere with the full and free disposal of his cove.

It is proper to observe here that a piece of the upland was taken from Mr. Sharples for a school house, without indemnity, and he has to pay an increase on his rent until the expiration of his lease. This increase comes to £500, which irrespective of the value of the school lot, would make £148 12s. 11½. *per arpent*, or £14 12s. 4½. more than Mr. Lemcurier paid for each arpent. Should therefore the Government grant Mr. Bogue's prayer, Mr. Sharples would become entitled to claim a reduction of his purchase price.

These details are entered into, to show that Mr. Lemcurier's case cannot be invoked as a precedent.

With regard to Mr. Bogue, the disposal of his cove was not interfered with by any grant in deep water, for it is only since his purchase that he has obtained one. As to the value of the property the undersigned would state that the original lease to Hough, the rent of which was £30, was sold a short time afterwards by the original lessee to a person of the name of Connolly for £500, making altogether *de facto* a rent of £60. From this, it is inferred that the original rent was below its value, otherwise Connolly would not have given these £500, besides the rent to Government. The rent Bogue is made to pay by his deed of purchase is below the rent of which Connolly thus virtually paid for the property in question. To conclude, the undersigned is of opinion that Government at the time it disposed of the property to Bogue would not have effected a sale without offering the property to public competition, had not the advance of rent justified a departure from the rule established by Government in 1835, and that the principle of valuation fixed upon by Government in the Order in Council of 28th June, 1852, not having been rescinded, is applicable in the valuation of all these coves, and the only fair and proper one. He therefore concurs fully in the report of the 24th August, 1854, but would not object to the reduction alluded to in that report, by cancelling the existing letters patent issued in favor of the applicant for the deep water lot in front of his cove, and issuing another at a nominal rent of a farthing in lieu of the actual rent of £4 10s.

Respectfully submitted,

(Signed,)

JOSEPH CAUCHON,

Commissioner of Crown Lands.

Memorandum,—14th August 1855.

With regard to the reduction of the rent of the grant in deep water, Mr. Bogue's particular position deserves consideration. He has been led into error by his vendor, Connolly and purchased from him at a sum much above its value, a wharf built on ground for which the latter had no grant. This wharf, which is an improvement to the harbor, he has since repaired at some further costs. Moreover, the sale of the upland and beach was settled by private agreement on Mr. Bogue's own offer. There may have been a misunderstanding on his part, being under the impression that the £50 more rent, was to cover the price of both properties, above and below low water mark. It would seem therefore but a proper act of liberality on the part of Government not to take advantage of this error or mistake. The reduction of the rent to a farthing will prevent the necessity of opening two amounts.

Respectfully submitted,

(Signed,)

JOSEPH CAUCHON.

QUEBEC, 22nd August, 1855.

HONORABLE SIR,—I regret much to intrude so frequently on your attention with regard to my case: but I feel it due, as well to yourself as to me, to remove the erroneous impression you appear to entertain as to certain of the facts of my claim; allow me then to state briefly:

1. That when I applied to Mr. Fortier to purchase he fixed the price, at £833. 6s. 8d., and intimidated me into accept it at that rate, by the prospect of my improvements reverting to the Government at the expiration of the lease.

2. That amount was not the capital of the interest I paid, as the accompanying receipts will show that the rent paid to the Government was £30 *per annum*, the capital of which would be £500, and not £833 6s 8d.

3. Mr Fortier stated to me when I applied to purchase, and when the amount was fixed, that my cove contained *eleven acres*; I was then ignorant myself of its contents. A comparatively recent survey by Mr. Dunlevie has shown it to contain but one and a half acres. These facts Mr. Fortier admitted to me the other day, and he will not attempt to deny them. Both the amount of the interest paid to the Government and the ascertained contents of the lot, entitle me to the reduction. I pray you, irrespective of the fact, which of itself should be sufficient, that my wealthy neighbors were allowed the same indulgence after being three times under the notice of the Government, and having received in Mr. Lemesurier's case, at any rate the most ample consideration.

4. Should the attempt to assign a greater value to my cove in proportion than to those of my neighbors, be seriously entertained, is it not sufficient that I have produced the certificates of Messrs. Pemberton, Sharples and Lemesurier, the best judges of the question, denying the position most positively of Mr. W. Walker stating that it is less valuable in proportion, and of Messrs. Wood, Petry and Poitras to the same effect.

5. Should doubt still exist on that point, a question by the by now taken into consideration in the cases of my neighbors, but reserved for mine,—should not the positive report of the Hon. L. Panet, the agent of the Jesuits' estates, the gentleman whose opinion should, I submit, have due weight, be conclusive as well as to the equity, as to the justice---the simple naked justice---of placing me on a footing of equality with my more wealthy and more fortunate because more influential, neighbors.

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

(Signed,) DENIS BOGUE.

To the Commissioner of Crown Lands.

QUEBEC, 10th August, 1855.

HONORABLE SIR,— At the request of Mr. Denis Bogue of Point au Pizeau, we, the undersigned, do hereby state our opinion respecting the capabilities and comparative worth of his cove at Point au Pizeau. From an intimate knowledge acquired during many years past as working neighbors on the east side we affirm that it is the most exposed cove between Quebec harbor and Cap Rouge, from its exposed position it must always be a dangerous place to secure timber, and in consequence, does not approach in proportion to its size, to the value of the adjoining westward coves of Sillery.

We are your obedient servants,

(Signed,) WOOD, PETRY, and POITRAS.

To the Honorable Joseph Cauchon, Esq,
Commissioner of Crown Lands.

QUEBEC, 15th June, 1850

Received from Mr. Denis Bogue, fifteen pounds currency ; being for six months rent of the cove at Point au Pizeau, ending the 3rd of April last.

(Signed,) LOUIS PANET,
Agent.

QUEBEC, 5th March, 1855.

Mr. Denis Bogue,

Dr. to the Jesuits' Estates, Louis Panet, agent.

2 years rent of Point au Pizeau, to the 31st October.
1852.....£60 0 0

Received payment.

(Signed,) LOUIS PANET,
Agent.
PER PH. HUOT.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

REPORT.

COMMITTEE ROOM,

Thursday, 5th June, 1856.

The Select Committee appointed to inquire as to the best means of suppressing the Vice of Drunkenness ;

Beg leave to present their first REPORT :—

That Your Committee have thought it unnecessary to dwell at great length upon the general Statistics connected with intemperance.

The relations between drunkenness, and poverty, and crime need no comment. The accumulation of facts would only magnify the proportions of the great evils of intemperance, of which, in this age few can fail to have a just appreciation. The principal aim of the Committee is to bring to the attention of the House and the country, those facts calculated to afford instruction as to the Legislation required in this Province as best calculated to attain the object desired by all, temperance, and as a consequence, prosperity, individual and social. There is an old legend, that the devil gave a hermit the choice of three great vices, one of which was drunkenness. The hermit chose this as the least sinful; he became drunk and then he committed the other two.

This allegorically illustrates the effect of drunkenness upon society. The remedies suggested for the abatement of drunkenness are various. The great issue presented to the Legislators of the Country is, "shall we regulate or shall we prohibit the sale of intoxicating liquors as a beverage?"

These beverages have always been considered of an exceptional character. Governments in one form or another, have always found it necessary to protect society from their baneful tendencies. The principle of prohibition is not new. In Strickland's Queens of England, it is stated that "the laws of England from an early period sternly prohibited the conversion of malt into alcohol, excepting a small portion for medical purposes." Queen Elizabeth (and the Act it is said originated from her own virtue of temperance) strictly enforced this statute. The enforcement of this law is said to have had a most salutary effect upon the people, and the abrogation of it, which was subsequently to the reign of Elizabeth recommended from the throne, and adopted by Parliament, was the date when drunkenness commenced to be the vice alike of the gentry and common people of England.

Judge Hale, who opposed the abrogation of this law said, "that millions of persons would kill themselves by these fatal liquors." His words have proved prophetic. Your Committee are clearly of opinion, that legislation upon this subject should deal mainly with the agent, rather than the victim. There is something exceedingly illogical in treating the drunkard as an ordinary criminal, while by law and the most cherished customs of society the temptations are presented to him by which he is gradually seduced from the paths of sobriety.

The punishment of the drunkard often entails severe deprivations upon his family, and those dependent upon him. Thus the innocent suffer for the faults of the guilty. In the time of Cromwell the magistrates in the North of England

punished drunkards by making them carry what was called the drunkard's cloak. This was a large barrel, with one head out and a hole through the other, through which the offender was made to put his head, while his hands were drawn through two small holes, one on each side. With this he was compelled to march along the public streets. The object of this punishment seems to have been, to shame men from the vice of drunkenness by rendering the habit infamous. This may be considered a wiser course than punishment by fines and imprisonment. Neither meets the case; the latter is an unreasoning punishment, while the former can only seldom prove a salutary corrective, for when a man becomes a slave to the debasing appetite for intoxicating drinks, he loses self-respect and cares little for the opinion society may entertain for him.

That a judicious licensing system checks the consumption of spirituous liquors, and consequently to some extent abates the evils of intemperance, there can be little doubt.

The following facts shew this most conclusively. In 1825 the duty on spirits in Great Britain was lowered from 12s. 7d. to 7s. the imperial gallon; the effect is strikingly shown by the following table:—

Years.	Annual consumption of spirits in England and Wales.	Poor rates.	Crime in England and Wales.	Crime in London and Middlesex.
1823.....	4,225,903	5,762,962	12,263	2,503
1824.....	4,880,679	5,736,900	13,698	2,621
1825.....	4,132,263	5,786,989	14,487	2,902
1826.....	8,888,644	5,928,501	16,164	3,447
1827.....	8,005,644	5,441,088	17,924	3,381
1828.....	9,311,624	5,298,003	16,564	3,516

The reduction of duties upon spirits in Scotland, in 1822, from 7s. to 2s. 10d. the scotch gallon, was the occasion of an immediate and large increase in the drinking usages of that country. It forms an epoch in the history of drunkenness there. The same may be said of "the Beer Act" in England, passed in 1830, whereby license to sell beer and cider were easily obtained by all householders, who could get even very questionable certificate of respectability. This Act is represented as having given a decisive impetus to the habits of intemperance among the working class of that country, an impetus whose force has never been spent to this day. The Committee consider the effect which a restriction on prohibition of the traffic in intoxicating liquors may have upon the revenue a matter of minor consideration.

It has been well remarked by a writer in the *Edinburgh Review*, "that money ought not to be weighed for one moment against morality." Viewed, however, in an economical sense, the diminution of the use of intoxicating liquors is most salutary to any community; it adds to the wealth of the country just in the proportion that these beverages are abandoned; the policy of raising a revenue by taxing the vices of a people is unsound. Lord Chesterfield said in his speech upon the Gin Act, so long ago as 1743: "Luxury is to be taxed, but vice prohibited, let the difficulties in executing the law be what they will. Would you lay a tax upon a breach of the ten commandments? Would not such a tax be wicked and scandalous; because it would imply an indulgence to all those who could pay the tax?" In the proportion that the revenue is increased from the sale of intoxicating liquors, public expenditure is increased to secure the punishment of crimes and the alleviation of distress occasioned by their general use. This view has been controverted by distinguished statesmen. Edmund Burke said "I consider the stopping of the

distillery economically, financially, commercially, medicinally, and in some degree morally too, as a measure rather well meant than well considered. It is too precious a sacrifice to prejudice." As to what is said in a physical and moral view against the home consumption of spirits, experience has long since taught me very little to respect the declamations upon that subject; whether the thunder of the laws or the thunder of eloquence is hurled on gin, I always am thunder-proof. The alembic, in my mind, has furnished to the world a far greater benefit and blessing than if the *cepus maximum* had been really found by chemistry, and like Midas we could turn every thing into gold."

These statements were made by Burke in 1795, when the question of distillation was agitated. No better commentary can be made upon them than the statement of the simple facts of history. In 1796 and 1797 there was a scarcity of grain in England, in consequence of which distillation was stopped. Mr. Colquhoun, Superintendent of the London Police, gives this striking statement respecting the improved condition of the people when the distilleries were stopped. "He states that in 1796 and 1797, when the distilleries were stopped in consequence of a scarcity of grain, and gin, of course, had become in a great measure inaccessible from its high price, though bread and every necessary of life was considerably higher than during the preceding year, the poor were apparently more comfortable, paid their rents more regularly, and were better fed than at any period for some years before, even although they had not the benefit of the extensive charities which were distributed in 1795." Facts like the above induce Your Committee to believe that in this particular, at all events, Lord Bacon evinced a profounder wisdom than Burke, when he observed that all the crimes on earth do not destroy so many of the human race, nor alienate so much property as drunkenness."

As a general rule all restrictions of trade are averse to the genius and spirit of all enlightened Governments. The state, however, may interfere with commerce, to raise a revenue or avert a danger.

The imposition of duties upon imports is only rendered justifiable for the purposes of revenue or the encouragement of domestic industry. The laws which prevent unqualified persons from exercising the business of medical practitioners, apothecaries, lawyers, notaries and surveyors, the restrictions imposed upon the sale of gunpowder, municipal regulations as to the place and manner in which certain offensive trades be exercised, the regulating of weights and measures, the determining the standard weight of bread, the prevention of the private conveyance of mail matter to the injury of the postal laws, the prohibition of private banking or coining and of the sale of intoxicating liquors to Indians, the suppression of lotteries, brothels, gambling houses, and obscene print-shops, are all justified as contributing to the safety of society. It is a misnomer to term that an abridgment of private rights which the common weal readers necessary.

The reason for regulating the traffic in intoxicating liquors, is equally forcible for prohibiting such traffic if the object sought cannot otherwise be attained; the object in both cases being the prevention of drunkenness, poverty and crime. The experience of other countries as well as our own proves that the License system at best is but a partial remedy for the evils of intemperance. From its nature it can never be radical. It can only check, not remove the evils. The most serious difficulties which prohibitory laws have had to encounter in the several States of the United States where they have been enacted, are the limited powers of such States, as not being complete sovereignties, and from constitutional limitations of their Legislative action. With us in Canada, no such obstacles present themselves; we are free to prohibit as well the importation as the sale of intoxicating liquors if it is desirable to do so. With us it is simply a practical question, a question of prudence, whether the traffic shall be restrained or prohibited. The Committee have collected facts, accompanying this Report, calculated to aid in the solution of this question. The petitions presented for and against a Prohibitory

Liquor Law during the present session of Parliament, so far as they indicate public sentiment, are in the proportion of 108,417 for, to 4,838 against such a law. It is worthy of remark that a very large proportion of the petitions against the enactment of such a law emanate from cities and large towns; and from facts within the knowledge of Your Committee, they are induced to believe that such petitions were elicited rather in the interest of manufacturers of, and dealers in these liquors, than in the interest of the public generally. No legislative reform has been demanded with so general unanimity as this. The expression of public sentiment by petitions from Upper Canada has been more general than in Lower Canada. This, however, cannot be taken as an indication of a feeling adverse to the reform there; for Your Committee, although they have been unable to get information from all the counties in Lower Canada, are assured from good authority that action has been taken by the local Councils in the Counties of Portneuf, Quebec, Montmorenci, Charlevoix, Chicoutimi, Rimouski, Temiscouata, L'Islet, Bellechasse, Dorchester, Montuagny, Levis, Lotbinière, Arthabaska, Richelieu, St. Maurice, Rouville, Stanstead and Compton, to prevent, so far as was in their power, the traffic in intoxicating liquors within their limits, under the powers conferred by the Municipal Act of 1855. Your Committee have not taken evidence to ascertain with accuracy to what extent this course has been adopted by the local Councils of Lower Canada generally. Those above particularized have been brought under the attention of the Committee by Members of the Legislative Assembly personally cognizant of the facts stated respecting them.

Convinced as Your Committee are, that any Legislative reform in advance of public opinion to sustain it, is powerless, and that the traffic in intoxicating liquors cannot be prohibited with any assurance of success, unless, firstly, there is among a majority of the people a settled conviction of its necessity; and secondly, a determination to enforce the law when it is enacted. They would suggest that means be adopted to ascertain in a form that cannot be questioned the state of public sentiment upon the subject in all parts of Canada. This, perhaps, may be done by placing the proposition of a Prohibitory Liquor Law, as distinguished from a stringent License Law, before the people at the next election of Municipal Councillors. By this means petitions may emanate from the local Councils thus under the immediate instruction of the people to Parliament, the next session, in favor of the principle of prohibition or of the principle of licensing the traffic, according to the wishes of the people, thus indicated. In this way a direct result can be arrived at which cannot be gainsayed, and which in all probability will produce decisive action by Parliament, and secure a law which the country will be pledged to enforce, and which Your Committee venture to hope would prove salutary in abating the vice of drunkenness with all its concomitant evils.

All which is respectfully submitted.

L. S. SANBORN,
Chairman.

SCHEDULE A.

The following remarks of Mr. Clay, Chaplain of the prison at Preston, in his report of 1847, are important.

“It may be thought that the insane fondness for drink is confined, after all, to the criminal population of the community, to *la classe dangereuse*. It would be some little drawback from the mischief to have it so limited. But I must proceed to state that which will dissipate such an idea, and indicate how far the infatuation prevails among the whole working part of the people. An opportunity presented itself which enabled me to estimate, or rather to ascertain the weekly expenditure in liquor of all the men and skilled artizans employed by one master.

The result I give in Appendix, in Table 26, and I venture to recommend as well deserving of serious consideration. We see there that taking any one hundred or 150 well-employed workmen, each of them on the average, devotes to the pleasures of drink more than 25 per cent. of his earnings; that many married men thus squander 40 or 50 per cent. and that some are so infatuated as to throw away weekly 35s. out of 40s. wages. I have minutely examined the official returns by the gentlemen respectively superintending the County, Liverpool, Manchester, Salford, Preston and Wigan Police and I find that in the year 1846 more than 15,200 persons appeared before the magistrates, charged with drunkenness; and upwards of 10,000 more accused of breach of the peace, and assaults, offences implying drunkenness in almost every case. I do not notice those more terrible offences, manslaughter, rape, robbery, which are almost always produced by the same cause. It is the knowledge of facts like these, which renders credible the calculated expenditure in the United Kingdom, in intoxicating drink, viz: more than sixty-five millions of pounds sterling annually; ten times the amount of English poor rates. That is, the ignorant and profligate squander away the means of comfortable livelihood or independence and then come in pauperism and shame to seek a miserable support from those who have been sober and prudent."

The following remarks of Frederick Hill, Esquire, late Inspector of prisons in Great Britain in his work entitled "Crime, its amount, Causes and Remedies," is particularly deserving of remark as indicative of the salutary effect of the withdrawal of intoxicating drinks from prisoners. Human nature being the same in prison as any where else, it may be safely inferred that the same results would follow the withdrawal of intoxicating drinks from general society.

"Nothing serves more to explain the good conduct of prisoners (and under tolerable management prisoners are, in fact, generally well behaved and often affectionate) than their complete withdrawal from the excitement and temptation of intoxicating liquors. Removed from these, they become different men, and are no more deserving the epithets, which are often applied to them, than a person who has ceased to be in a passion merits the name of madman. Two, of many facts of general utility which have been established by the experience obtained in our prisons, (and under better general arrangements prisons might be turned to great public use in this respect) are that in the large majority of cases no injury arises from a sudden withdrawal of intoxicating drinks; and that if all possibility of procuring them be prevented the very desire of them soon disappears. On the first of these positions the following statement of Mr. Fox, Surgeon of the County prison at Derby appeared in my report for 1850."

"I have frequently been asked whether prisoners did not suffer in health by the sudden withdrawal of intoxicating drinks on their coming to prison. In reply, I can say that in all my experience (and I have attended the gaol twenty-seven years,) I never knew a single instance of any injury of the kind."

"Respecting the speedy subsidence of the desire for intoxicating liquor the following evidence of an intelligent prisoner was given in my report of 1838:—"

"The craving for drink generally dies away in the Bridewell in the course of eight or ten days. Has often heard prisoners express their wonder that they did not feel any desire for whiskey and regret at having spent so much of their money upon it. The desire for snuff and tobacco continues much longer than that for whiskey."

SCHEDULE B.

In the Journal of the Statistical Society of London, there is an elaborate article by Lieutenant-Colonel W. H. Sykes, F.R.S., on the mortality and chief distress of

the troops under the Madras Government. The total disuse of intoxicating drinks is stated to be attended with the following results :

The deaths per centum, in the year 1849, were amongst teetotalers...	11
Temperate, (moderate drinkers).....	23
Intemperate.....	44

Thus amongst the moderate drinkers the mortality is double, and amongst the intemperate it is quadruple what it is amongst total abstainers.

As truly as the shadow follows the substance, does crime follow intemperance; thus we have in connexion with the above statement the following facts:—The punishments per centum are found to be amongst

Teetotalers.....	23·6
Temperate.....	58·7
Intemperate.....	170·9

SCHEDULE C.

“A most satisfactory illustration of the fact that abstainers from intoxicating beverages enjoy unusual exemption from sickness and mortality, is to be found in the history of the United Kingdom Temperance and General Provident Institution. While the annual mortality of the whole population is 13 per 1000, that of this Institution has been only 6.”

The following summary has been recently issued by the Institution referred to :

“The average age of members who have died during the last eight years is 41 years. At this age the annual rate of mortality among the population of England and Wales, is.....	13 per 1000
Among lives assured in other offices.....	11 “ “
In Friendly Societies.....	10 “ “
In the Equitable Office.....	13 “ “
As shewn by the Carlisle table.....	10 “ “
Liverpool (Nelson’s tables).....	16 “ “
Among the class of Clerks.....	21 “ “
Painters, Plumbers, &c.....	14 “ “
Bakers.....	8 “ “
Miners.....	8 “ “
Rural laborers.....	7 “ “
Do do at age 35.....	6 “ “
Among the whole of the lives of the temperance section of this office (several being above 70 years of age).....	6 “ “

SCHEDULE D.

The Gaol Register of the gaol of the United Counties of York and Peel, including the city of Toronto, shews that of 1044 persons committed in 1854, 666 males and 288 females, or an aggregate of 954, were of intemperate habits.

And of 1416 committed in 1855, 839 males and 386 females, or an aggregate of 1225, were of intemperate habits.

SCHEDULE E.

Petitions in favor of Prohibition were presented to the House during this Session from every City and County in Upper Canada, with an aggregate number of signatures, amounting to 88,945; beside petitions from various public bodies,

such as Municipal Councils, Presbyteries, Synods, Temperance Organizations &c., The petitions from Lower Canada, in favor of Prohibition, with 13,746 names appended, came from the Counties of Argenteuil, Bagot, Brome, Chambly, Chateauguay, Compton, Drummond and Arthabaska, Huntingdon, Iberville, Megantic, Missisquoi, Ottawa, Pontiac, Richmond and Wolfe, Rimouski, Shefford, Stanstead, Terrebonne, Two Mountains, and from the Cities of Quebec and Montreal, and the Towns of Sherbrooke and Three Rivers. In addition, 1716 names appear on petitions which do not shew where they originated.

Petitions against Prohibition were presented from the Cities of Toronto, Hamilton, London and Ottawa, and the Towns of Port Hope and Barrie in Upper Canada, signed by 2391 persons.

And from Lower Canada similar petitions were presented, signed by 2408 persons, and originating in the Counties of Beauce, Bellechasse, Dorchester, Laval, Lévis, Lotbinière, Megantic, Montcalm, Quebec, Richmond and Wolfe, Richelieu, and Terrebonne, and from the City of Quebec and the Town of Three Rivers. One petition against Prohibition, with 39 names appended, does not shew where it originated.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

BOUNDARY LINE BETWEEN CANADA & NEW BRUNSWICK

R E T U R N

To an Address from the Legislative Assembly of the 28th March last, for Copy of Correspondence relative to the Boundary Line between this Province and the Province of New Brunswick, and of all the other Documents asked for by the Address.

By Command.

E. PARENT,

Assistant Secretary.

SECRETARY'S OFFICE,

Toronto, 7th June, 1856.

SCHEDULE

of DOCUMENTS composing this RETURN.

- No. 1.—Letter from the Honorable the Commissioner of Crown Lands to the Honorable the Provincial Secretary, dated Toronto, 17th May, 1856, transmitting from his Department the Papers required by the Address of the House.
- A. Plan exhibiting the line of boundary between the Provinces of Canada and New Brunswick, as defined by the Commissioners under the Imperial Act.
 - B. Plan of part of the River Ristigouche, by Travers Twiss, Esquire, Arbitrator for New Brunswick.
- No. 2.—Letter from Joseph Bouchette, Esquire, one of Her Majesty's Commissioners for defining and marking the line of boundary between Canada and New Brunswick, dated Toronto, 24th January, 1856; and a copy of his Report to the Right Honorable the Secretary of State for the Colonies, dated Toronto, 10th January, 1856.
- No. 3.—Documents accompanying this Report:—
- A. Tabular Statements relative to the Monuments erected on the line of boundary, under Imperial Act 14 and 15 Vic., cap 63.
 - B. Questions proposed to T. W. Blaiklock, Esquire, Surveyor to the Commission.
 - C. Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford, dated Patapedia, 4th July, 1854.
 - D. Letter from William Robinson, Esquire, to Joseph Bouchette, Esquire, dated Camp, Sunday, 16th July, 1854.
 - E. Letter from William Robinson, Esquire, to Joseph Bouchette, Esquire, dated Camp, Patapedia River, 23rd July, 1854.
 - F. Letter from William Robinson, Esquire, to Joseph Bouchette, Esquire, dated Camp, Patapedia River, 2nd August, 1854.
 - G. Letter from William Robinson, Esquire, to Joseph Bouchette, Esquire, dated Camp, Mount Elgin, 13th October, 1854.
- No. 4 (A).—Copy of a Despatch of the Right Honorable the Secretary of State for the Colonies to the Governor General, dated 24th January, 1856, acknowledging the receipt of the Report by two of the Commissioners.
- No. 4 (B).—Letter from Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, dated 22nd December, 1855, enclosing Correspondence between himself and the other Commissioners, viz. :—
- A. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, R.E., dated 6th December, 1855.
 - B. Letter from Messrs. Robinson and Botsford to Joseph Bouchette, Esquire, dated 8th December, 1855.
 - C. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 8th December, 1855.

No. 4 (B).—(*Continued.*)

- D. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 10th December, 1855.
- E. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 13th December, 1855.
- F. Memorandum of Joseph Bouchette, Esquire, of same date.
- G. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 15th December, 1855.
- H. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated Cheyne's Settlement, Ristigouche, 31st July, 1854.
- I. Memorandum of Joseph Bouchette, Esquire, dated Tangent Line, 10th August, 1855.
- K. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 17th December, 1855.
- L. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 18th December, 1855.
- M. Letter from the Honorable A. E. Botsford to Joseph Bouchette, Esquire, of same date.

No. 5.—Letter from the Honorable A. E. Botsford to Joseph Bouchette, Esquire, dated 21st December, 1855.

No. 6.—Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford, of same date.

No. 7.—Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford, dated 22nd December, 1855.

No. 8.—Letter from Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, dated 19th December, 1855, transmitting Correspondence, viz :—

- A. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 6th December, 1855, with exceptions on the part of Mr. Bouchette to the Report of the Commissioners, of same date.
- B. Letter from Colonel Robinson and the Honorable A. E. Botsford to Joseph Bouchette, Esquire, of same date.
- C. Memorandum for Lieutenant Colonel Robinson and Mr. Botsford, of Joseph Bouchette, Esquire, dated 7th December, 1855.
- D. Memorandum of 8th December, 1855; "Ultimatum" (not signed).
- E. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 11th December, 1855.
- F. Memoranda of Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 13th December, 1855.
- G. Letter from Joseph Bouchette to Lieutenant Colonel Robinson, of same date.
- H. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 15th December, 1855.
- I. Letter from Joseph Bouchette, Esquire, to Lieutenant Colonel Robinson, dated 17th December, 1855.
- K. Letter from Lieutenant Colonel Robinson to Joseph Bouchette, Esquire, dated 18th December, 1855.
- L. Report upon the Survey of the River Mistouche, by F. N. Blaiklock, Esquire, dated 15th May, 1854.

No. 8.—(*Continued.*)

M. Letter from Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, dated 19th December, 1855.

No. 9.—Copy of Report of Lieutenant Colonel Robinson and the Honorable A. E. Botsford, Commissioners, to the Right Honorable the Secretary of State for the Colonies, with the following Appendices:—

Appendix A. List of instruments supplied.

Appendix B. List of books supplied.

Appendix C. No. 1. Letter from Joseph Bouchette, Esquire, to Honorable A. E. Botsford, dated 4th July, 1854.

Appendix C. No. 2. Letter from the Honorable A. E. Botsford to Joseph Bouchette, Esquire.

Appendix C. No. 3. Letter from Joseph Bouchette, Esquire, to Major Robinson, dated 7th September, 1854, with one from him to the Honorable Mr. Attorney General Drummond, of 30th August, 1854.

Appendix C. No. 4. Letter from Major Robinson to Joseph Bouchette, Esquire, dated 12th October, 1854.

Appendix C. No. 5. Letter from the Honorable A. E. Botsford to Joseph Bouchette, Esquire, dated S. W. Seigniory of Madawaska, 8th November, 1854.

Appendix D. List of Sectional Plans, with letters from the Honorable Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, dated 22nd December, 1855; also, letter from Lieutenant Colonel Robinson to the Honorable the Provincial Secretary, dated 18th December, 1855.

No. 10.—Report of the Honorable Joseph Cauchon, Commissioner of Crown Lands, upon the question in dispute between the Commissioners appointed by the Imperial Government to mark out the Boundary Line between Canada and New Brunswick, dated 5th September, 1855, with maps and documents accompanying, viz:—

A. Trace of part of the River Ristigouche, surveyed by authority of the Government of New Brunswick.

B. Part of a map of the Province of New Brunswick, compiled from recent surveys, by John Simcoe Saunders, Surveyor General.

C. River Mistouche or Mistoue, called by Lumbermen "Tracy's Brook," from its mouth on the Ristigouche River to its source in the highlands south of Pollard's Brook, on the west branch of the River Patapedia. Explored in the months of July and August, 1854, by Joseph Bouchette, Esquire, Her Majesty's Commissioner.

D. Plans of the Parishes of Addington and Eldon, County of Gloucester.

E. Map of a portion of Her Majesty's Dominions in North America, to accompany and illustrate the Report of Her Majesty's Commissioners for the settlement of the Boundary Line in dispute between the Provinces of Canada and New Brunswick.

F. Plan of the River Ristigouche from the Mistouche to Cross Point, surveyed under instructions from the Commissioners for determining the Boundary between Canada and New Brunswick, by F. T. Blaiklock, Esquire, Deputy Provincial Surveyor.

G. Map to illustrate a scheme for settling the Boundaries of Canada and New Brunswick, referred to by Stephen Livingston, and Travers Twiss, Esquires, in their Report to Earl Grey, 17th April, 1850.

No. 11.—Report of Joseph Bouchette, Esquire, Commissioner for Canada, appointed under the Imperial Act 14 & 15 Vic. cap. 63, in reference to the Boundary Line between Canada and New Brunswick, with accompanying Plans and Documents, viz:—

- A. Copy of Imperial Act 14 & 15 Vic. cap. 63.
- B. Letter from Joseph Bouchette, Esquire, to Honorable A. E. Botsford, dated 4th July, 1854.
- C. Letter from Joseph Bouchette, Esquire, to Major Robinson, dated 5th July, 1854.
- D. Letter from the Honorable A. E. Botsford, to Joseph Bouchette, Esq., dated 6th July, 1854.
- E. Letter from Major Robinson, to Joseph Bouchette, Esquire, dated 16th July, 1854.
- F. Letter from Major Robinson, to Joseph Bouchette, Esquire, dated, 23rd July, 1854.
- G. Plan (Extract from Lieutenant Hunter's Field Book).
- H. Trace of River Ristigouche, from original Surveys in the Crown Land Office.
- I. Map of State of Maine and Province of New Brunswick, by Moses Greenleaf.
- K. Plan drawn by the Chief of the Micmacs, in the presence of the other Chiefs.
- L. Replies of Indian Chiefs of Ristigouche, in Council, held at Mission Point, in reference to the Mistouche River.
- M. Memorandum of Major Robinson respecting preparation of Maps.
- N. Letter from Joseph Bouchette, Esquire, to the Honorable L. T. Drummond, Attorney General, dated 29th August, 1854.
- O. Opinion of the Honorable the Attorney General East.
- P. Letter from the Honorable A. E. Botsford, to Joseph Bouchette, dated 8th November, 1854.
- Q. Extract of a letter from Joseph Bouchette, Esquire, to Major Robinson, dated 10th August, 1854.
- R. Appointment of Commissioners by Secretary of State, 2nd August, 1852.
- S. Extract of Report from Crown Timber Agent at Bay of Chaleurs.
- T. Letter from F. Blaiklock, Esquire, D.P.S., dated 15th May, 1854.
- U. Letter from Major Robinson, dated 12th October, 1854.
- V. Extract of a Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford, dated 9th July, 1854.
- W. Extract of a Letter from Mr. Dawson, dated at New Carlisle, 10th March, 1854.
- X. Letter from Crown Timber Agent to the Honorable Commissioner of Crown Lands, dated Carleton, 23rd May, 1855.
- Y. Letter from Assistant Commissioner of Crown Lands on the Report of the Commissioner respecting the boundary line between Canada and New Brunswick, dated 21st October, 1848.

No. 12.—Letter from Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, dated 30th November, 1854, transmitting Report of the progress of the Commissioners.

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- No. 13.—Despatch from Sir Edmund Head to the Earl of Elgin, dated 4th May, 1854, with Memorandum of Council.
- No. 14.—Despatch from the Right Honorable Sir John Pakington to the Right Honorable the Earl of Elgin, dated 12th March, 1852, transmitting copy of a Despatch from Sir Edmund Head.
- No. 15.—Despatch from the Earl of Elgin to Sir John Pakington, dated 4th June, 1852, enclosing a minute of the Honorable the Executive Council of Canada.
- No. 16.—Despatch from Sir John Pakington to the Earl of Elgin, dated 21st July, 1852.
- No. 17.—Despatch from the Earl of Elgin to Sir John Pakington, dated 20th October, 1852, enclosing copy of Despatch from the Earl of Elgin to Sir Edmund Head, and a reply thereto.
- No. 18.—Despatch from Sir John Pakington to the Earl of Elgin, dated 26th December, 1852, enclosing appointment of Commissioners.
- No. 19.—Despatch from the Administrator of the Government of New Brunswick to the Governor General, dated 15th July, 1852, with Minute of Executive Council, &c.
- No. 20.—Despatch from the Earl of Elgin to Sir Edmund Head, dated 30th April, 1852, enclosing a Statement of Licenses granted, Moneys received, &c.
- No. 21.—Despatch from Sir Edmund Head to the Earl of Elgin, dated 22nd March, 1852.
- No. 22.—Despatch from the Earl of Elgin to Sir Edmund Head, dated 28th February, 1852, enclosing a Letter from the Provincial Secretary of Canada.
- No. 23.—Despatch from the Earl of Elgin to Sir Edmund Head, dated 13th October, 1851.
- No. 24.—Despatch from Sir Edmund Head to the Earl of Elgin, dated 26th August, 1851.
- No. 25.—Despatch from the Earl of Elgin to Sir Edmund Head, dated 13th August, 1851, enclosing Copy of a Minute of Council.
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No. 1.

Letter from the Honorable the Commissioner of Crown Lands to the Honorable the Provincial Secretary, transmitting from his Department the Papers required by the Address of the House.

CROWN LANDS DEPARTMENT, Toronto, 17th May, 1856.

Sir,—In obedience to the commands of His Excellency the Governor General, conveyed in your letter, dated 31st ultimo, requesting me to prepare a Plan of that part of the Province lying between Lake Pohenegamook and the River St. Francis, where it discharges into the River St. Johns, to the West as far as Cross Point and Campbellton, on the Bay of Chaleurs, shewing in a correct manner where the Boundary Line between this Province and that of New Brunswick is now traced, or if it is not now traced where it will hereafter be traced throughout its entire length: called for under an Address of the Legislative Assembly of the 28th ultimo.

I have the honor to transmit you, herewith enclosed, the Plan which has been accordingly prepared in this Department, shewing the Line of Boundary between Canada and New Brunswick, where the same has been traced in the field, conjointly by the Commissioners appointed by the Right Honorable the Secretary of State for the Colonies, under the authority of the Imperial Act 14 & 15 Vic. cap. 63, from Point A, at Beau Lake, near the outlet of the River St. Francis, and representing, agreeably to the references on the Plan, that part of the Boundary Line respecting which the Commissioners have disagreed, viz:—Lieutenant Colonel Robinson and Mr. Botsford, two of the Commissioners, in having traced the Line under the 48th parallel to the River Patapedia, which they designate as the "River Mistouche, of the award of the Arbitrators," while Mr. Bouchette, the Commissioner in the minority, sustained that the River Mistouche (commonly called by Lumbermen Tracy's Brook), ascertained and explored by him to its source, defines that River to be the Eastern limit of New Brunswick, on the Ristigouche, according to the letter and intent of the Act of Parliament and the delineation of that limit on the Map of the Arbitrators, the Act refers to.

Abstaining however from entering here into any discussion on the subject of difference between the Commissioners, having already in a lengthy report, dated September last, communicated for the information of His Excellency in Council, my opinion in a descriptive point of view of the respective merits of the grounds of argument taken for adopting the Patapedia on the one hand and sustaining the River Mistouche on the other, as part of the Boundary between Canada and New Brunswick, and suggesting the course which in my humble opinion should be adopted with Her Majesty's Imperial Government to obtain the amendment in the Act of Parliament 14 & 15 Vic. cap. 63, pointed out in the Report.

I would now take the present occasion under the latitude offered to me in the Address, and the circumstance of the close of the operations by the Commissioners to submit the following observations and suggestions for the consideration of His Excellency in Council:—

1st. That it having been satisfactorily ascertained that a River called the River Mistouche, discharging itself into the River Ristigouche, at a point corresponding exactly in geographical position and delineation with the Stream laid down on the Map of the Arbitrators; but that the waters of the said River Mistouche do not reach the 48th parallel of latitude, an amendment in the Act of Parliament would appear to be indispensable to connect by a line due North the source of the Mistouche at the 48th parallel of latitude.

2nd. That the circumstance of a majority, or even of all the Commissioners appointed to run the boundary between Canada and New Brunswick, adopting

the River Patapedia as part of the line of boundary, instead of the River Mistouche expressly mentioned in the Imperial Act, whilst the actuality and position of this river is well-known, and is in fact a separate tributary of the Ristigouche; and unless an amendment were introduced in the said Act to substitute the Patapedia for the Mistouche, difficulties would arise in regard to the jurisdiction between the said Provinces.

3rd. Considering the evident right of Canada to extend its Western limits to the River Mistouche, whilst an amendment to connect the source of that River by a line with the 48th parallel of latitude would necessarily involve a Survey in the Field. I would suggest, inasmuch as it appears that iron monuments have been already erected at the River Patapedia, that the Imperial Act be amended to constitute that River as part of the Boundary between Canada and New Brunswick; and that, in consideration of the territory which would be thereby yielded to New Brunswick, lying between the Mistouche and Patapedia Rivers, containing about 50,000 acres, that a further amendment be introduced in the Act in regard to the Islands in the Ristigouche, which, by the award of the Arbitrators, are all given to New Brunswick, while the mode of defining the Line of Boundary, under its present delineation, down the centre of the stream of the Ristigouche (and forming, it appears, another object of difference among the Commissioners), cannot fail to give room for disputes and litigation among the inhabitants and settlers along that portion of the Boundary of both Provinces, apart from the legal right of Canada to those Islands, as forming part of the Public Domain of the Crown, under the instructions of Governor Hope, in 1784.

I would therefore suggest, that the Islands in the Rivers Patapedia and Ristigouche be assigned to each of the Provinces in the manner laid down in the proposition* of Travers Twiss, Esquire, the Arbitrator for New Brunswick, namely:—

“ That the Islands in the said Rivers to belong to one or other of the said Provinces according as they are on the one or the other side respectively of the mid-channel nearest to each Province, and the navigation of the Rivers Mistouche and Ristigouche to be common to both Provinces.”

“(Signed,) TRAVERS TWISS.”

The amendment proposed in the Act of Parliament 14 and 15 Vic., cap. 63, would therefore be as follows:—

That all after the words “ Thence along this meridional line to the 48th parallel of latitude ” be left out, and the following words inserted:—

“ Thence along that parallel to the main stream of the River Patapedia, thence down the middle of the main channel of the River Patapedia to the River Ristigouche, thence down the middle of the main channel of the River Ristigouche to the Bay of Chaleurs.

“ The Islands in the said Rivers Patapedia and Ristigouche to belong to one or other of the said Provinces, according as they are on the one or the other side respectively of the said main channel nearest to each Province, and the navigation of the Rivers Patapedia and Ristigouche to be common to both Provinces.”

All which is nevertheless most humbly submitted.

I have the honor to be, Sir,

Your obedient Servant,

JOSEPH CAUCHON,

Commissioner.

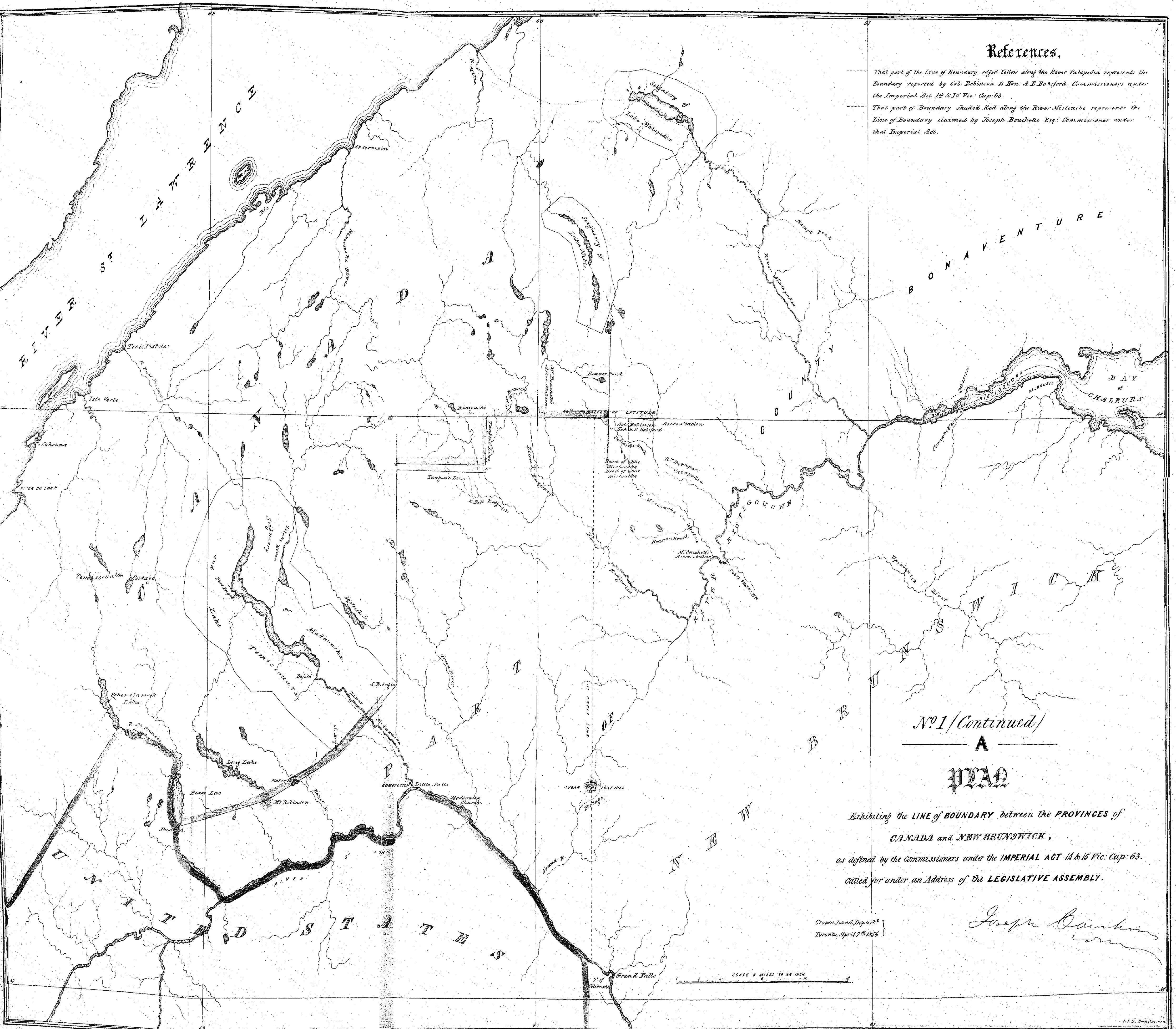
The Honorable G. E. CARTIER, M.P.P.,
Provincial Secretary.

* Printed Papers and Documents relative to the Disputed Boundary between Canada and New Brunswick, laid before the Imperial Parliament in 1861.

References.

That part of the Line of Boundary edged Yellow along the River LaPédie represents the Boundary reported by Col. Robinson & Hon. A.E. Balfour, Commissioners under the Imperial Act 14 & 15 Vic. Cap. 63.

That part of Boundary shaded Red along the River Mistouche represents the Line of Boundary claimed by Joseph Bouchette Esq. Commissioner under that Imperial Act.



N^o 1 / Continued /
A

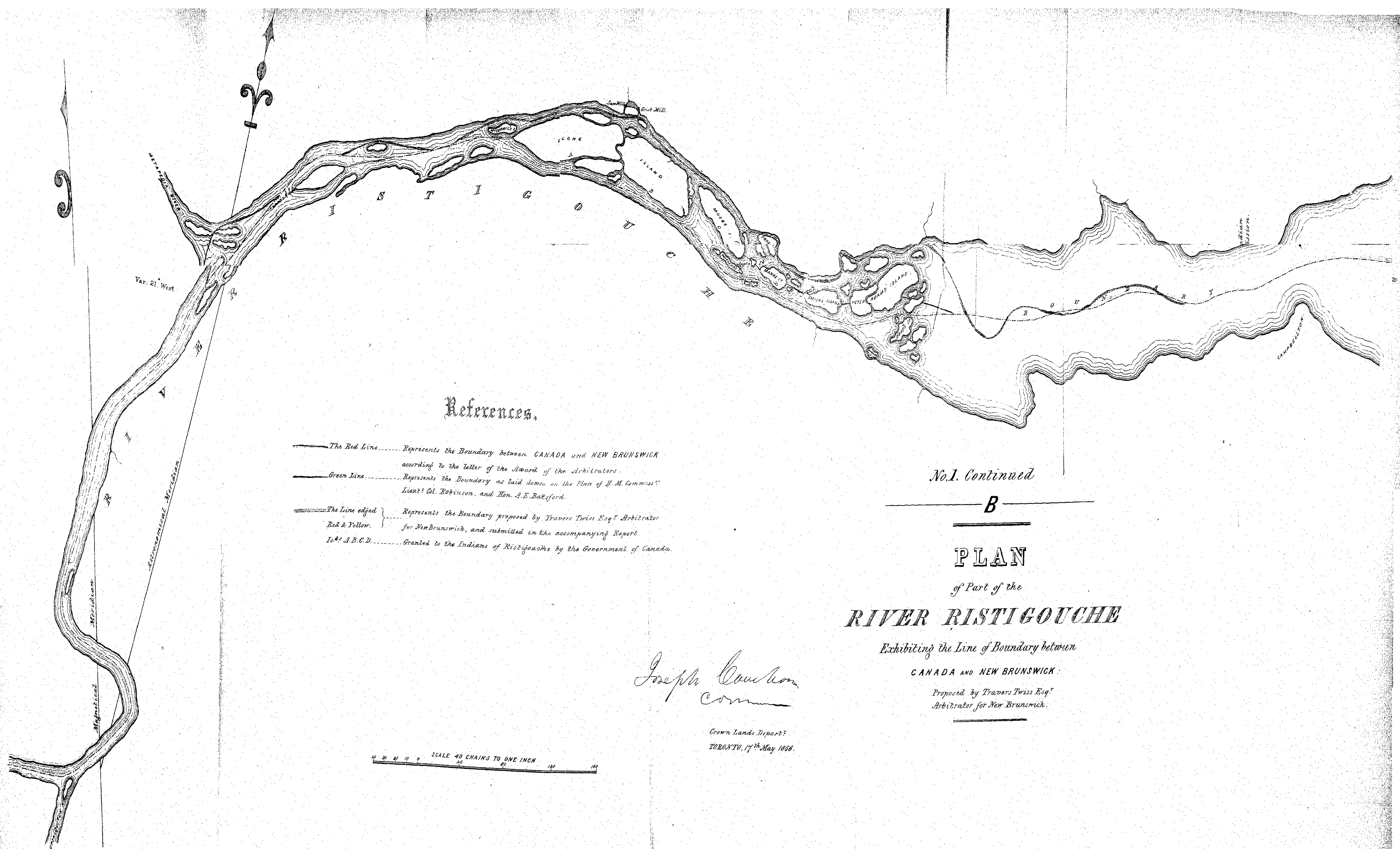


Exhibiting the LINE of BOUNDARY between the PROVINCES of
CANADA and NEW BRUNSWICK,
as defined by the Commissioners under the IMPERIAL ACT 14 & 15 Vic. Cap. 63.
Called for under an Address of the LEGISLATIVE ASSEMBLY.

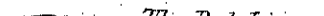
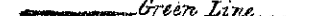
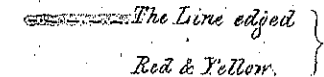
Crown Land Department
Toronto, April 7th 1866.

Joseph Bouchette

SCALE 6 MILES TO AN INCH.



References,

-  The Red Line..... Represents the Boundary between CANADA and NEW BRUNSWICK according to the letter of the Award of the Arbitrators.
-  Green Line..... Represents the Boundary as laid down on the Plan of H. M. Commiss^r Lieut^t Col. Robinson, and Hon. A. E. Balford.
-  The Line edged Red & Yellow..... Represents the Boundary proposed by Travers Triss Esq^r Arbitrator for New Brunswick, and submitted in the accompanying Report Is.^{os} A. B. C. D..... Granted to the Indians of Ristigouche by the Government of Canada.

No. 1. Continued

B

PLAN
of Part of the
RIVER RISTIGOUCHE

Exhibiting the Line of Boundary between

CANADA AND NEW BRUNSWICK

Proposed by Travers Triss Esq^r
Arbitrator for New Brunswick.

Joseph Cowan
Commiss^r

Crown Lands Depart^t
TORONTO, 17th May 1856.

SCALE 40 CHAINS TO ONE INCH

No. 2.

Letter from Joseph Bouchette, Esquire, one of Her Majesty's Commissioners for defining and marking the Line of Boundary between Canada and New Brunswick, and a copy of his Report to the Right Honorable the Secretary of State for the Colonies.

TORONTO, 24th January, 1856.

Sir,—I have the honor to transmit you herewith enclosed, for the information of His Excellency the Governor General, a Report prepared in duplicate to the Right Honorable Henry Labouchere, Her Majesty's Secretary of State for the Colonies, of the operations performed under the joint commission from Sir J. S. Pakington, one of Her Majesty's Principal Secretaries of State, bearing date 2nd August, 1852, and therein reporting to Her Majesty's Secretary of State for the Colonies, the circumstance of the difference of opinion which has arisen between my colleagues and myself on the subject of that part of the boundary of New Brunswick described in the award of the Arbitrators as the River Mistouche, submitting at the same time, as briefly as the importance of the subject would allow, the reasons which have compelled me to decline concurring in the report of my colleagues to Her Majesty's Government. I respectfully beg leave to avail myself of the present occasion to advert to the second subject of difference alluded to in my communication of the 19th ultimo, relative to the delineation of the line of Boundary down to the waters of the Ristigouche with relation to the Islands in those Rivers, which my refusal to sign their Report gave rise to after the Sectional Plans to accompany our Report (if I had concurred in it) had been prepared for signature.

Agreeably to the description of the line of Boundary between Canada and New Brunswick to the Rivers Mistouche and Ristigouche contained in the Act of Parliament, the Boundary of New Brunswick from the point where the 48th degree of latitude intersects the River Mistouche is defined as follows:—

“Thence down the centre of the stream of that River to the Ristigouche, thence down the centre of the stream of the Ristigouche to its mouth in the Bay of Chaleur, thence through the middle of the Bay to the Gulf of the St. Lawrence; the Islands in the said Rivers Mistouche and Ristigouche to the mouth of the latter River at Dalhousie being given to New Brunswick.”

The mode of delineating that part of the line of Boundary on the Sectional Plans to accompany the Report of the Commissioners to Her Majesty's Government, it was agreed upon among the Commissioners under the memorandum which I submitted to them on the subject of the Jurisdiction of the Islands, dated in August last, namely, that the line of Boundary should be laid off through points equi-distant from the opposite shores of the Rivers Mistouche and Ristigouche respectively, that where such line would be intercepted by an Island the line would not be drawn through the Island but depart again below it at the centre points between the banks of the River.

Lieutenant Colonel Robinson's sketch, eliciting his view of his mode of laying down that line, corresponded with my opinions; and accordingly, the draughtsmen employed in the preparation of the sectional Plans from Surveys of the Islands of the River Ristigouche (obtained from the Surveyor General of New Brunswick) were directed by the Commissioners to lay off with the bisecting or

proportional compasses the centre points between the North and South Shores of the Ristigouche, and through those points drew the Boundary Line, shaded red on the sectional Plans, as prepared for signature.

This mode of defining the Line of Boundary appeared the more consonant with the intentions of the Arbitrators, as it assigned to each of the Provinces interested the jurisdiction over one-half the waters of the streams which form their common boundary. The circumstance of the alteration made on the sectional Plans as they now accompany the Report of my colleagues, having been already communicated to you for the information of His Excellency the Governor General, I would abstain from any further allusion to it; but I will endeavour, in the following observations which I respectfully beg to submit for the consideration of His Excellency, to shew that the mode agreed upon, amongst the Commissioners, of delineating that portion of the Line of Boundary, under the Act of Parliament is not only strictly, but geometrically consistent with the letter of the award, while it is the most just and equitable towards the Provinces concerned; also, to point out that the mode of delineating the Line of Boundary adopted by Lieutenant Colonel Robinson and Honourable A. E. Botsford, as altered, is neither in accordance with the letter or the spirit and meaning of the award of the Arbitrators, nor with the Map referred to in the Act of Parliament.

It may be here proper, first, to consider the meaning of the word "centre" used in the award with reference to the River portion of the Boundary, contradistinguished from the word "middle" used in prolonging the line through the Bay of Chaleurs. Agreeable to my interpretation of the word "centre" which, in my humble opinion, is a more definite term than the word "middle," it is a point from which the radii of a circle diverge to the circumference, and as applied to the present question, that circumference is represented by the opposite banks or shores of the streams respectively of the Ristigouche or Mistouche, forming points on the opposite arcs of the circumference, which radii are longer or shorter as the Rivers become wider or narrower.

The word "middle" comports a general centrality of position and is well adapted to the delineation of a general middle line through so broad a basin as the Bay of Chaleur, which part of the line of Boundary it was not contemplated would require an actual survey. Under the mode of delineating the line of Boundary pursued by my colleagues, it appears that, according to the late explanations given by them, the word "centre" of the stream applies to the centre of the channel which run between the Islands and the Canada shore, and that the line should be run down those Rivers so as to give all the Islands in those Rivers to New Brunswick, as belonging to that Province under the award, which interpretation necessarily carries the line in some cases within a few yards of the Canada shore, and would include within the jurisdiction of New Brunswick the entire control of the waters in those Rivers, especially in the Ristigouche, containing a group of valuable Islands, and which are almost all situated North of the central line delineated under the mode first agreed upon amongst the Commissioners.

The above mentioned interpretations of the letter of award by my colleagues is unsupported by the delineation of the line of boundary on the maps of the Arbitrators, while the two-fold discrepance between the map and the above interpretation presents an additional reason for amending the Act of Parliament, not only in reference to the River Mistouche, but also in regard to the line of boundary down the stream of that River and of the Ristigouche.

The circumstances of the arbitration assigning all the Islands to New Brunswick, whilst it cannot fail to create a sensation, that Canada, under the provisions of that part of the Act, is not only dispossessed of the Islands in the Ristigouche, but would, according to the line of boundary designed by the Commis-

sioners, be deprived of any appreciable jurisdiction over the waters of that River.

On reference to the opinion of Dr. Travers Twiss, one of the majority of the Arbitrators who signed the award recorded among the printed papers relating to the settlement of the disputed boundary between Canada and New Brunswick, laid before Parliament in 1851, the line he proposed therein as the boundary between Canada and New Brunswick, assigned the Islands in the Rivers Mistouche and Ristigouche to one or the other of the said Provinces, according as they were situated nearest to each Province, as submitted in the following extract from his proposition, viz. :—

“Thence by a line drawn due East to the head streams of the River Mistouche, thence along the mid-channel of the River Mistouche to the River Ristigouche, and thence along the mid-channel of the Ristigouche to its mouth in the Bay of Chaleur. The Islands in the said Rivers to belong to one or other of the said Provinces, according as they are on the one or the other side respectively of the said mid-channel nearest to each Province, and the navigation of those Rivers—Mistouche and Ristigouche—to be common to both Provinces.”

I scarcely need offer a remark as to the justice and feasibility of the Line of Boundary thus proposed down the Rivers Mistouche and Ristigouche, and must only express a regret that this portion of the Boundary proposed by Dr. Twiss, which comports in this respect with the opinion of Thomas Falconer, Esquire, the Arbitrator in the minority, should not have been retained in the award which was confirmed and became law under the Imperial Act.

The description in the award appears to have been predicated by the Right Honorable S. Lushington upon the Report of Major Robinson, Captain Henderson, and J. Johnston, Esquires, Commissioners appointed by Her Majesty for the settlement of the Line of Boundary between Canada and New Brunswick, who, as the result of their investigation, recommended the following Line of Boundary down the Ristigouche, viz. :—

“Thence by a line due East to that branch of the Ristigouche River called the Redgwick or Grand Fourche, thence along the centre of its stream to the Ristigouche River, thence down the centre of the stream of the Ristigouche River to its mouth in the Bay of Chaleur, and thence through the middle of that Bay to the Gulf of St. Lawrence, giving to New Brunswick the Islands in the said Rivers Redgwick and Ristigouche.”

In comparing the foregoing description with the description in the award relative to the Islands and substituting the River Mistouche for Redgwick, the description in the former appears clearly to have been derived from the latter, while the reason assigned by Lieutenant Colonel Robinson, one of the Royal Commissioners, for “giving” the Islands in the Ristigouche to New Brunswick was not that the latter had any particular right to those Islands, but that the expense of surveying them in the demarcation of the Boundary would be thereby saved. The inconvenience which such a Boundary is likely to occasion from the absence of any provisions regarding the navigation of those Rivers, especially of the Ristigouche, the disputes and litigations which the exclusive right over the Ristigouche waters, which the inhabitants of New Brunswick will be open to exercise especially towards lumber men in driving the rafts and timber to the shipping places at tide water, and also as respects existing laws regulating the salmon and other fisheries, the chief sources of maintenance and trade common to the inhabitants of this part of both Provinces, are subjects which I merely mention as worthy of being brought under the notice of the Canadian Government. I have probably dwelt at some length upon the subject of this portion of the Boundary between Canada and New Brunswick, but I have done it as it appeared to me of importance that in the event of any amendment in the Act of Parliament being

proposed to render it operative, the Executive Government of this Province should be made fully acquainted with the scope and nature of the differences that has prevailed in the views of the Commissioners relative to the delineation of the Line of Boundary down the waters of the Mistouche and Ristigouche Rivers, from which the Government might be the better able to judge of which view of the subject appeared most consistent with the intent of the award of the Arbitrators and with public policy.

All which is most respectfully submitted.

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

(Signed,) JOS. BOUCHETTE,
H. M. Commissioner.

Honorable G. E. CARTIER,
&c., &c., &c.

To the Right Honorable HENRY LABOUCHERE, Her Majesty's Principal Secretary of State for the Colonies, &c., &c., &c.

Special Report of Joseph Bouchette, one of the Commissioners jointly appointed under the authority of the Imperial Act 14 and 15 Vic., cap. 63, with Major, now Lieutenant Colonel Robinson, and the Honorable A. E. Botsford, by commission bearing date 2nd August, 1852, to ascertain, define, and mark out Line of Boundary between Canada and New Brunswick.

The undersigned has the honor to report, that the Commissioners have, during the summer seasons of 1853, 1854, and 1855, co-operated in defining and marking the line of boundary between Canada and New Brunswick from a point near the outlet of Lake Pechlawekaaconies or Lake Beau, marked A on the copy of Plan XVII of the survey of the boundary under the Treaty of Washington. Thence along a straight line, admeasuring twelve miles and twenty-three chains, connecting that point with another point determined and admeasured at the distance of one mile due South from the settlement point of Long Lake: thence along a straight line, drawn and admeasured, of twelve miles four chains fifty links to the southernmost point of the Fief Madawaska and Lake Temisconata: thence along the south-eastern boundary of the said Fief four French leagues, exclusive of the breadth of the River Madawaska, to the South-east angle of the said Fief: thence along a meridional line northward twenty-four miles seventy-nine chains sixty-seven links, by measurement to a line, to a line running East and West, and tangent to the height of land dividing the waters flowing into the River Rimouski from those tributaries to the River St. John, admeasuring twelve miles two chains and four links (this tangent line, which owing to the physical character of the country it traverses, unavoidably intersects the head-waters or sources of those Rivers), to another meridional line, tangent to the height of land dividing the waters flowing into the River Rimouski from those flowing into the River Ristigouche, intersecting for that purpose, above stated, the head-waters of these Rivers, and admeasuring five miles fifty-eight chains and fifty links, to the

48th parallel of North latitude; thence along the said parallel of latitude eastwardly towards the River Mistouche.

Of the lines of boundary above described the line from point A to the South end of one mile line from Long Lake, the line along the South-eastern boundary of the Fief Madawaska, and the meridional line due North from the South-east angle of the said Fief, have been cut through the forest and opened of an average width of twenty feet, and the line from the South end of one mile line to the South angle of the Fief Madawaska, the tangent lines, and the line along the 48th parallel of latitude, were restricted to a width of ten feet except at the notches on the summits of the mountain Ridges, observed from the transit stations, where the lines opened from twenty to thirty feet wide, as circumstances of distance and elevation required.

Cast-iron monuments of a construction nearly similar to those erected on the Line of Boundary under the Treaty of Washington, inscribed with the names of the Commissioners, and of the Provinces of Canada and New Brunswick, and citing the Act of Parliament, have been erected at the principal angles or points of intersection of the lines described in the award of the Arbitrators; whilst iron monuments of inferior dimensions, bearing similar inscriptions, were placed at the most prominent points, or where most required at the intersection of Rivers and highways crossed by the lines so marked and defined in the field; the whole as shewn on the accompanying tabular statement, constructed from and based upon actual measurements, and the astronomical observations and calculations of the undersigned, and which are also exhibited on the sectional Plans accompanying the Report of his colleagues in triplicate, bearing date 18th December, 1855, one of which was forwarded to Her Majesty's Principal Secretary of State for the Colonies, one to the Government of Canada, and the third to the Government of New Brunswick.

The undersigned has the honor further to report that he has dissented in opinion from his colleagues in reference to the River Mistouche, specially named and pointed out by the Imperial Statute under which they acted, as forming part of the Boundary between Canada and New Brunswick. The undersigned has therefore deemed it incumbent upon him to decline signing the Report prepared by them to Her Majesty's Imperial Government, unless the exceptions which he considered it to be his imperative duty to make in respect to the adoption of the River Patapedia as being the River Mistouche, and assumed, as such, to form part of the Boundary between Canada and New Brunswick, were recorded in the proceedings of the Commission, under a note to that effect to be inserted at the foot of their Report.

The correspondence between the Commissioners, arising out of their refusal to admit of the exceptions as proposed, is herewith subjoined, together with copies of the communications which were exchanged between them on the subject of difference relating to the River Mistouche, anterior to the date of the joint Report to Her Majesty's Government, dated Little Falls, 30th November, 1854, and which are not contained in the appendix of their Report.

Abstaining here from entering at great length upon the subject of difference between the undersigned and his colleagues, and to which they have alluded in their Report, he would respectfully beg leave to draw the attention of Her Majesty's Government to the anomaly which would necessarily result from the final adoption of the River Patapedia as being the River Mistouche of the Act of Parliament, and forming as such part of the Boundary between Canada and New Brunswick.

In adopting the Patapedia for the Boundary, and giving to it the name of Mistouche, two Rivers of the same name, as tributaries of the Ristigouche, are thereby created, involving all those difficulties and embarrassments connected with

boundaries and civil rights which must result from the conflict of the names of otherwise well known and identified streams.

No Report of the Commissioners could, it is apprehended, change well-recognized land-marks; and the true Mistouche would still, in the public eye, be considered to be under the Imperial Act the Boundary of New Brunswick, and not the Patapedia, notwithstanding its designation as the Mistouche upon the plans and delineations of the Boundary Commissioners.

In giving to the River Patapedia or Patamaga the additional name of Mistouche, as described in the sectional Plans accompanying the Report of two of the Commissioners, it is self-evident, upon a comparison of the Map referred to by the Arbitrators, and the Map of the Commissioners, that the Patapedia is not the stream designated in the Act of Parliament, inasmuch as the Map upon which the Arbitration no doubt was based indicates, as the Boundary between the two Provinces, a River under the name of Mistouche, that discharges itself immediately above a remarkable bend of the Ristigouche, faithfully delineated upon the Map of the Arbitrators, corroborated by a number of official authorities and public maps, and agreeing strictly in geographical position with the real Mistouche, which discharges itself into the Ristigouche at that precise point.

The reasoning to be found in the Report of his two colleagues for adopting as the line of Boundary a different stream in name as well as locality from that of the Mistouche, comports a recognition of error of description in the award in the adoption of the Mistouche, and might supply cogent reasons for altering and amending the Act in that particular by substituting the River Patapedia to the River Mistouche; but it has appeared to the undersigned insufficient to authorize the Commissioners to change the designation of Rivers by applying the designation of one known River to that of another equally known and identified, in order to give effect to an Act of legislation which it is believed could be done, but by the legislative power itself which framed the enactment.

This view of the subject was at one time entertained by his colleague Commissioner, Lieutenant Colonel Robinson, whose opinion was expressed in his communication of the 13th October, 1854, as may be seen on reference to the annexed correspondence.

As a question of territory alone the undersigned would not have deemed it of sufficient magnitude to have differed in opinion with his colleagues, had not the question involved the geographical transposition of the real Mistouche to an assumed Mistouche, only because the latter River (the Patapedia) is one whose waters are intersected by the 48th parallel of latitude, whilst the source of the former (the Mistouche) fall short of that parallel by about five geographical miles.

In another point of view the undersigned considers that the latitude given the Commissioners under the terms of the Commission, "to ascertain, define, and mark the line of Boundary between Canada and New Brunswick, agreeably to the intent of the award of the Arbitrators," conferred upon them no authority for substituting or establishing a line of Boundary which was inconsistent with the actual Topography of the Country, and thereby committing the rights and interests of one or other of the Provinces concerned in the demarcation of the line of Boundary, without affording them an opportunity of giving their adherence to such a line in suggesting to Her Majesty's Government such amendments to the Act of Parliament as would conduce to a proper understanding of the real intentions of the award of the Arbitrators; and if the Patapedia really was the River intended by them to form part of the Boundary between the Provinces of Canada and New Brunswick, this was the course which, in the humble opinion of the undersigned, it would have behoved the Commissioners to adopt in order to avert those causes of dispute and litigation among the frontier inhabitants of those

conterminous Provinces which will unavoidably arise under the questionable limit of jurisdiction between Canada and New Brunswick, as described in the Report of his colleagues.

It is with unfeigned regret that the undersigned has, under his convictions, found it impossible to concur with his colleagues upon this point, and therefore to present a unanimous Report to Her Majesty's Government. The undersigned however takes this occasion to state, that apart from the subject of difference above alluded, and the more recent difference of opinion as to the manner of carrying the line of boundary down the waters of the Ristigouche, a general harmony of action in the course of three successive years of arduous field operations has prevailed amongst them.

All which is most respectfully submitted.

JOS. BOUCHETTE,
H. M. Boundary Commissioner.

Toronto, 10th January, 1856.

No. 3.

Documents accompanying the foregoing Report, A, B, C, D, E, F, and G.

Documents accompanying the Report of Joseph Bouchette, Esquire, to the Right Honorable Her Majesty's Secretary of State for the Colonies, of the operations performed under the Imperial Act 14 and 15 Vic., cap. 63, to define the Boundary between Canada and New Brunswick.

Toronto, 10th January, 1856.

The Documents transmitted to Her Majesty's Secretary of State and to the Government of New Brunswick, contained Copies of all the Documents and Communications enumerated in the annexed Index.

Documents and Correspondence.

Tabular Statements relative to the Monuments erected on the Line of Boundary, under Imperial Act 14 and 15 Vic. cap. 63:—

- * Communication, 6th December, from Mr. Bouchette to Colonel Robinson.
- * Exceptions to part of the General Report by Mr. Bouchette.

The Documents and Copies of the Communications marked (*) were transmitted to the Honorable G. E. Cartier, Provincial Secretary, on the 19th December last.—(See No. 4.)

- * Memorandum and Ultimatum, 8th December, from Commissioners.
- * Plan of River Mistouche.

List of Authorities and Official Documents establishing position of the River Mistouche:—

Questions proposed to Mr. Blaiklock, 9th December.

- * Communication, 11th December, from Colonel Robinson to Mr. Bouchette.
- * Memorandum to Commissioners, from Mr. Bouchette, 13th December.
- * Communication 18th December, Colonel Robinson to Mr. Bouchette.
- * do 19th do, to Honorable Mr. Cartier, Provincial Secretary.
- * do 19th do, to Honorable Mr. Cartier respecting Islands.
- * do 21st do, Mr. Botsford to Mr. Bouchette.
- * do 22nd do, Mr. Bouchette to Mr. Botsford.
- * do 22nd do, Mr. Bouchette to Honorable G. E. Cartier.
- * do 24th do, Mr. Botsford to Mr. Bouchette.

Correspondence referred to in the preceding Correspondence not referred to in Appendix C accompanying the General Report:—

Communication dated 4th July, Mr. Bouchette to Mr. Botsford.

Report, 15th May, Mr. Blaiklock's Survey of River Ristigouche.

Communication, 5th July, Mr. Bouchette to Colonel Robinson.

do 16th do, Colonel Robinson to Mr. Bouchette.

do 23rd do, do do do do.

do 2nd August, do do do do.

do 10th do, Mr. Bouchette to Colonel Robinson.

At Camp, Patapedia River, 13th October.

Correspondence between the Commissioners, accompanying the Report of Colonel Robinson and Mr. Botsford.

- * 6th December, Letter from Mr. Bouchette to Colonel Robinson,
- * 8th do do do Commissioners to Mr. Bouchette.
- * 8th do do do Mr. Bouchette to Colonel Robinson.
- * 10th do do do do to do.
- * 13th do do do do to Commissioners.
- * 13th do do do Memorandum.
- * 15th do do do Colonel Robinson to Mr. Bouchette.
- * 31st do do do Mr. Bouchette to Colonel Robinson.
- * 10th August, 1855, Memorandum respecting Ristigouche.
- * 17th December, Letter from Mr. Bouchette to Colonel Robinson.
- * 18th do do do do to do.
- * 18th do do do Colonel Robinson to Mr. Bouchette.

Toronto, 10th January, 1856.

The Documents and Copies of the Communications marked (*) were transmitted to the Honorable G. E. Cartier, Provincial Secretary, on the 10th December last.—(See No. 4.)

List of Authorities and Official Documents which represent the position of the River Mistouche at its confluence with the River Ristigouche, in accordance with and agreeably to the Map of the Arbitrators, referred to in the Imperial Act 14 and 15 Vic., cap. 63, designating the line of Boundary between Canada and New Brunswick,

1st. Map accompanying the Report of the Royal Commissioners in the settlement of the line of boundary between Canada and New Brunswick, dated 1848.

2nd. Map by John S. Saunders, Esquire, Surveyor General of New Brunswick, dedicated in 1842 to Sir John Colebrook, which besides identifies the River Mistouche under the additional designation of Tracy's Brook.

3rd. Map of Canada by Major Samuel Holland, published in London in 1796, assisted by Mr. William Vandermilder, Surveyor of the District of Gaspé.

4th. Map of W. S. Odell, Esquire, Surveyor, under the 5th article of the Treaty of Ghent, 1823, exhibiting part of the Provinces of Canada and New Brunswick, with the adjacent portions of the United States.

5th. Maps of Canada published in 1842 and 1854, by Arrowsmith, Geographer to Her Majesty; the latter map especially identifies the Mistouche under the name of Tracy's Brook.

6th. Map of New Brunswick, by S. Parley, Esquire, published in New Brunswick in 1853, shewing the Line of Boundary between Canada and New Brunswick, designed under the Act of Parliament.

7th. Maps of Canada and the adjacent Provinces published in London, 1815 and 1831, by Joseph Bouchette, Esquire, Surveyor General of Lower Canada.

8th. Maps of Lower and Upper Canada and the adjacent Provinces of New Brunswick and Nova Scotia, published in 1831 and 1846, by Joseph Bouchette, Esquire, Deputy Surveyor General.

9th. Official Surveys of the Ristigouche and its tributaries, performed by Mr. Hunter, Surveyor, under the authority of the Government of New Brunswick, returned into the Surveyor General's Office of that Province, shewing the relative positions of the tributaries of the Ristigouche, called by lumbermen Patamaja and Tracy's Brook.

10th. Sectional Plans of the Ristigouche, returned in September, 1854, by W. H. Blaiklock, Principal Surveyor of the Boundary Commission, to accompany his Report of the actual Survey of that River and the River Mistouche, performed under instructions approved by the Commissioners.

No. 3.—(Continued.)—

CANADA AND NEW

TABLE shewing the Geographical position and relative erected on the Line of Boundary between the the Imperial Act, 14th and 15th VICTORIA,

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
1	Station, Point A.—Lake Pechlaweckkaonics or Beau Lake, the Monument standing upon a rising ground at the distance of 100 feet from water's edge, and 176 feet from the above point in the middle of the stream of the St. Francis, near the outlet of the said Lake marked A on copy of the Plan XVII, referred to in the award of the Arbitrators.	47.47.58 by Observation, 47.18.1.2 Mean Observation from Plans 16, 17 & 18, Treaty of Washington, 1842..	69.4.00.	4.36.16	74.2.30.
2	{	This Monument stands on the ascent of the Hill in sight of No. 1.....	.....	.....	.....	.....
3	{	Summit of 3rd Notch Hill, in sight of 2nd Notch Monument No. 4, to the East, and Notch 1st Mile Hill .....	.....	.....	.....	.....
4	{	On summit of 2nd Notch Hill, in sight of Monument No. 4, towards the east, and Monument No. 8, 1st Notch Hill.	.....	.....	.....	.....
5	{	On a rise west side of Little River, falling in the River St. John .....	.....	.....	.....	.....

A.

BRUNSWICK BOUNDARY.

distances of the LARGE and SMALL IRON MONUMENTS Provinces of CANADA and NEW BRUNSWICK, under chapter 63.

from True Eastward.	Angle of Deflection.	Length of Line in Links.	Distance from last preceding Monument.	Total Distance following the Boundary from Point A	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "				
From Monument No. 9, to 254.13.30 Monument No. 1...	From Point 983.00 A to Monument No. 9.	.....	2.66	This Longitude is deduced from the Geodesic operations and Astronomical observations of the Joint Surveys of the British and American Commission, under the Treaty of Washington, and also assuming the Longitude of the Observatory of the Citadel of Quebec to be 4h. 44m. 53s. east of Greenwich, answering to 71° 13' 15" of Arc, agreeably to the Admiralty notice published in the Official Gazette. The line from point A to the one mile end line, Long Lake, was opened through the Forest, 20 feet wide, leaving a centre of eight feet clear for chaining.
.....	37.23	30.89	The course of the line was obtained from Trigonometrical Computation and proportional series on data, deduced from a trial line run from the Astronomical Station at Monument No. 9, on Mount Robinson. Mr. Alexander Wallace, Assistant Surveyor to the Commission, during the operations of 1853, prolonged the line on the course given him by Lieutenant Colonel Robinson, viz: south 73.25 west, Astronomically differing from the plan of construction of the undersigned, indicating the the course south 74.25 west, nearly, and from his computation for course of trial line, deduced from his Astronomical Observations at Long Lake Station, viz: 74.16 west,—as per Appendix F.
.....	194.01	273.90	
.....	55.70	3.49.60	
.....	192.00	6.1.60	

TABLE shewing the Geographical positions and relative distances of the LARGE and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE.— North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
	6	On a hill, west side of Brook, falling into Little River or Nadeau's Creek.....	o ' "	o ' "	H. M. S.	o ' "
	7	At Little River or Nadeau's Creek, on the east side thereof				
	8	Summit of 1st Notch Hill, or Mount Bouchette, in sight of Monument No. 4, to the eastward of Monument No. 9, at Mount Robinson to the westward.....				
9	.....	At the south extremity of the line run one mile due south from the southernmost extremity of Long Lake. The Monument standing near the summit of a high Mountain, designated on the sectional map No. 2, under the appellation of Mount Robinson.	47.20.51.9	68.48.54	4.35.15.3	68.18.30

TABLE shewing the Geographical positions and relative distances of the LARGE and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from True Eastward.	Angle of Deflection.	Length of Line in Links.	Total distance following the Boundary from point A.	Distance from last preceding Monument.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
o ' "	o ' "		116.00	7.37.60	This hill is about 431 feet above the level of Beau Lake. Mixed Timber.
			164.85	9.42.45	Lumbering to some extent has been carried on the banks of this River, a tributary of the River St. Johns; it affords ample water, in spring, to float timber, for which purpose the River has been cleared of windfalls.
			180.55	11.18.00	This is an elevated part of the ridge which, in its northerly direction, trends along the westerly side of Long Lake, and divides it from Blue River; the eastern branch of the River St. Francis.
From Monument No. 17 to 248.28.48 Monument No. 9.	5.55.00	98300.	From last preceding 90.00 Monument.	12.28.00	A Line was run due South from the Southern extremity of Long Lake by the Commissioners, the distance of one statute mile, which terminated near the summit of a Hill of considerable elevation, which was called Mount Robinson, from its being the encampment of Lieut. Colonel Robinson; this Station being about 795 feet above Long Lake, and 1490 feet above the Sea, commands an extensive view of the Country lying East, North, and West; the summit of Mount Robinson being South of the above Astronomical Station, closing the view in that direction. From this the trial Lines were started towards the South angle of Fief Madawaska, and Westward towards Point A. The course of the Line of Boundary is visible in this direction to the 1st Notch Hill at Monument No. 8, while to the Eastward, the Line is distinctly visible at the tops of the Ridges of Highlands, and the exposed face of the Hills, for a distance of above 11 miles at the Monument No. 15.

TABLE shewing the Geographical positions and relative distances of the LARGE and SMALL IRON MONUMENTS erected on the line of Boundary between the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. — North.	Longitude West from Greenwich.		Azimuth North
Large.	Small.			In Arc	In Time.	Eastward.
			° ' "	° ' "	H. M. S.	° ' "
	10	On the N.W. slope of a hill on the ridge between Baker River and the inlet of Long Lake visible from Monument No. 9				
	11	On the Northern side of the mouth of the inlet at North-Westerly head of Baker Lake				
	12	On the Easterly border of Baker Lake, visible from Monument No. 9				
	13	On the East side of Baker's Brook				
	14	On the Northerly slope of a high mountain on the Notch visible from Monument No. 9				
	15	On the Easterly side of the N.E. Branch of Baker's Brook				
	16	Summit of Ridge visible from Transit Station, Mount Robinson, or Monument No. 9.				

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from True Eastward.	Angle of deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "				
			182.24	18.75.24	The Country traversed by this Line, as seen from Mount Robinson, appeared to lay in parallel ridges, laying generally N. N.W. and S. S.E., rising on the East side of Baker's Lake, to a considerable height, the highest being attained within about half a mile of the South Angle, and East of those ridges. Notches were opened on the course of the Line adjusted by the Altitude and Azimuth Instrument set in position at the Astronomical Station at Mount Robinson, over the point at the extremity of the one mile Line measured from the Southermost point of Long Lake. The course of the Line was obtained from Trigonometrical Computation, and from Offsets measured from the trial Line run by Mr. John Grant, Surveyor, of New Brunswick, (attached to the boundary Commission for N.B.) On the course North 68.40 East astronomically, from the Astronomical Station, at Monument No. 9, to connect with the South Angle of Fief Madawaska, determined by operations and measurements from the Astronomical Station at the River Madawaska, the course according to computation of the undersigned for the trial Line, to wit, being 68° 23' 38", see Appendix, was detected from his Astronomical Observations for Latitude, at the Stations at Long Lake, and River Madawaska, connectively, with the return of the Operations of Mr. Gardner, Surveyor, New Brunswick, and the measurements of the South East Boundary of Fief Madawaska.
			182.28	16.27.47	
			48.53	16.76.00	
			169.50	18.5.50	
			99.50	19.25.00	
			144.00	20.59.00	
			15.7.00	22.52.00	

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
17.	At the South Angle of the Fief Madawaska and Lake Temiscouata, mentioned in the Act of Parliament, the Monument being situate at the base of a considerable elevation, and at 29 links S.W. from a small brook tributary of Trout River, discharging into the River Madawaska.....	47.25.32.4	68.38.S.8	4.34.2.3	45.0.0
18		Situate upon a high hill which slopes to the N.W., Monuments No. 19 & 22 to the N.E. are visible from it....	.....	.....	.....	.....
19		Situate upon the summit of a very high hill, which forms the range bordering the S.W. side of River Madawaska. Monument No. 21, to the N.E., and No. 18 to the S.W. are visible .....	.....	.....	.....	.....
20		Situate upon the S.W. side of of the road leading from New Brunswick to River du Loup .....	.....	.....	.....	.....

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.		REMARKS.
Back. Azimuth.				Chain. Links	Miles. Links.	
° ' "	° ' "					
From Monument No. 24, to 235,0.0 Monument No. 17.	28.32.49	From last preceding 96450 Monument.	135.50	24, 27, 50		This point, forming the South Angle of Fief Madawaska and Lake Temiscouata, was determined by the measurement of 2 French leagues, (good measure,) from the River Madawaska, on a course due South-west, according to the French Ordinance of 1876. Besides the Iron Monuments erected under the Commission, square Cedar Posts were firmly planted in the ground, and at foot, Stone Boundaries, with pieces of Glass, to serve as witnesses, as returned in Mr. Wallace's Procès Verbal, in the form required by Law of Lower Canada. This Line forming part of the S.E. Boundary of Fief Madawaska, mentioned in the Act of Parliament, was opened 20 feet wide.
.....	202.00	26, 69, 50		This Hill is 840 feet above the level of the River Madawaska, its Summit is Timbered with Maple, Birch, and Spruce.
.....	191.75	29, 21, 25		There is an abrupt rise to the summit of the Ridge, commencing about 10 chains from the Public Road; the Ridge is 580 feet above the level of the River. The Hard-wood is mixed with Spruce and Fir.
.....	72.00	80, 18, 25		The Land here is generally level, and of alluvial origin, prevailing more or less at the base of the Ridge which skirts the River from its mouth to Lake Temiscouata. Spruce, White Birch, and Fir.
.....		This Station is located on the N.E. side of River Madawaska, over the point where stood the primitive post, erected in 1886, by the undersigned, marking S.E. limit of the Fief Madawaska and

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE North.	Longitude West from Greenwich.		Azimuth North
Large.	Small.			In Arc.	In Time.	Eastward.
	21	Situate upon the S.W. bank of the River Madawaska, at 150 Links S.W. of the Primitive Post and Boundary, marking the S.E. limit of the Seigniory or Fief Madawaska.....	.....	.....	.....	.....
		Astronomical Station.....	47.29.18	68.29.34.6	4.38.53.2	45.00.00

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
.....		23.75	30.37.00	Lako Temiscouata, under the authority of the Executive Government of Lower Canada. At this Station, the instruments purchased of Troughton & Simms, for the Boundary Service, were received; the Azimuth and Altitude Instruments and transits placed in position, examined and adjusted; likewise, a Theodolite by Troughton & Simms, with transit action, purchased of Oliver Wells, Esquire. A Chronometer $\frac{3}{4}$, by Farquhar, London, mean solar time, and a Sideral Chronometer by Hutton, No. — were properly rated by transit observations; the result of the observations of the undersigned, obtained, with the Theodolite and Sextant by Andrews, London, divided to 10" gave the Geographical positions inserted in these columns.
235.00.00	From last preceding 49340 Monument.	3.90	30.40.90	From this Station, the course of the line on the S.W. side of the River Madawaska was set off, passing through the primitive posts still standing on that side of the River, also a true N.E. course, set off on the N.E. side of the River, both of which lines were produced by measurement, to the depth of two French leagues, returned by Mr. Wallace, in his Procés Verbal, and the plan therewith accompanying. The latitude of this Station, as contained in the column of latitudes, corresponds very nearly with the latitude deduced from the plans of Survey of the River Madawaska, returned in the Surveyor General's Office of both Provinces, colaterally with the latitude of the Astronomical Station of the Commissioners, under the treaty of Washington, situate at the Bridge of the River Madawaska.

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
	22	Situate upon the top of a hill of Hard wood, N.E. side of the River Madawaska, Monument No. 19, is visible therefrom				
	23	Situate upon the S.E. slope of a hill which extends some distance to the N.W., Monument No. 24 is visible from it				
24	.....	South-east Angle, Seigniories of Madawaska, and Temiscouata, upon the S.W. slope of a low hill, Monument No. 23, and upon the S.E. Out-line of the Seigniori, and No. 25 upon the Meridional line, are visible from it	47.33.1.4	68.24.3.3	4.33.26.1	{ Due North.
	25	Upon the Summit of the N.E. point of a chain of hills, which extends to Monuments No. 24 to the South, and 26, 28, 29 to the North, are visible from it				
	26	Upon the N.E. slope of a hill, which extends to the N.W. on the West Bank of the River Iroquois, Monuments, No. 25 to the South, and 27 and 28 to the North, are visible from it				
	27	Upon the Bank of the River Iroquois, upon a point of low alluvial land, Monuments 26 to the South, and 28 to the North, are visible from it ..				

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "				
			235.75	38.32.75	{ Birch, Maple, Beech, and Spruce Timber. Soil, light loam.
			226.00	36.18.75	{ This is one of the points indicated in the Act of Parliament, and which presents the second Astronomical Station on the Boundary Survey; from it was started, according to the Joint Observations of the Commissioners, the Meridional Line which was prolonged to the intersection of the East and West Line at the Highlands, as returned by Mr. F. W. Blaiklock; this Line was opened 20 feet wide.
From Monument No. 29 to Due South Monument No. 24.	{ 45.3.55	{ From last preceding 98111 Monument.	29.85	36.48.50	{ The Angle between the Meridian Line and the rear Line of the Seigniori of Madawaska, was set off at 45 Degrees, to define the limit of Crown Lands lying between the Meridional Line and the Seigniori.
			138.50	38.27.00	Transit Station.
			108.00	40.55.00	{ This Monument is on the rise, nearly equal distant between the intersected points of the Iroquois River. Elevated hardwood ridges extend Northwards with the course of this stream.
			111.81	41.6.81	{ The Iroquois River meanders through Alders in level swampy Land.

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
	28	Upon the N.W. point of a range of hills extending to the S.E., and forming the chain bordering the E. Bank of the River Iroquois, Monuments 25, 26, and 27 to the South, and 29 to the North, are visible from it.....	.....	.....	.....	.....
	20	Situate upon the summit of a chain of hills which extend to the East, and from the chain bordering the South Bank of the S.W. branch of Green River, Monuments No. 25 & 28 to the South, and No. 30 & 31, being visible from it.....	.....	.....	.....	.....
	30	Situate upon the summit of a broad-topped hill of Hardwood, lying between 1st & 2nd Forks of Green River, Monuments No. 29 to the South, and 31 to the North, are visible from it.....	.....	.....	.....	.....
	31	Upon the same hill as the preceding, and Monuments No. 29 & 30 to the South, and 30 to the North, are visible from it.....	.....	.....	.....	.....
	32	Situate upon the summit of the hill forming the range bordering the South Shore of the 3rd Lake, upon the 2nd Fork of Green River, Monuments No. 33, 34 & 35 to the North, being visible from it.....	.....	.....	.....	.....
	33	Upon the North Bank of the 4th Lake, on the 2nd Fork of Green River, Monument 32 to the South, being visible from it.....	.....	.....	.....	.....
	34	Upon very gentle rising ground, lying towards the West, Monuments No. 32 to the South, and 35 to the North, are visible from it..	.....	.....	.....	.....

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "		109.9	42.35.90	{ Mixed Timber, Spruce, Birch, Fir. Soil, a light loam.
			259.83	45.55.73	Transit Station, Hardwood Land.
			206.27	48.22.00	{ Open Woods, Maple, Birch and Fir. Good Light Loam.
			206.27	48.22.00	{ Transit Station, near 18 mile post from South-east Angle. Large Timber, consisting chiefly of Birch and Maple.
			118.63	49.55.63	{ Open Woods, Tall Timber, Birch, Spruce, and Maple.
			118.98	51.9.61	{ The Land is of a sandy soil, with Birch, Fir, and Spruce.
			126.61	54.13.50	Fir, Spruce, and Birch Timber.

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
	35	Upon the summit of a low hill of Hardwood, Monuments 32 & 34 to the South, are visible from it.....	.....	.....	H. M. S.	.....
	36	Situate upon a very high Hardwood hill, from which can be seen Monuments No. 29 & 31 to the South, and 38 to the North .....	.....	.....	.....	.....
	37	A large Monument placed upon the Bank, at 159 Links North from a small tributary of the River Toladie ..	.....	.....	.....	.....
	38	Upon a high Hardwood hill, from which Monument No. 36 to the South, can be seen.	.....	.....	.....	.....
39	.....	At the intersection of the Meridional Line drawn due North from the S.E. angle of the Fief Madawaska, the E. & W. Tangent Line, North Tangent Angle upon the S.W. slope of a low hill, there are no Monuments visible from here	47.54.43.5	68.24.03.8	4.33.36.1	East
	40	Upon the North point of a hill lying steep towards the North, Monuments No. 41 & 42 to the East, are visible from it.....	.....	.....	.....	.....
	41	Situate in a level swampy land, at 851 links East of the main branch of the River Rimouski, Monument No. 40 to the West, being visible from it.	.....	.....	.....	.....
	42	Upon the summit of a low hill running North and South, and dividing the waters of the River Rimouski from those of the Belle Redgwick, Monument No. 40 to the West, is visible from it....	.....	.....	.....	.....

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth			Chain. Links	Miles. Links.	
.....	151.50	55.5.00	Maple, Birch, Fir. Open Woods.
.....	200.70	57.45.70	Lieutenant Colonel Robinson's Transit Station. The 21st mile post, planted by Mr. Blaiklock, is 2 Chains 80 Links North of it, where the Operation in 1853 terminated for the Season.
.....	179.46	59.65.16	This large Monument is supernumary of the number of the large Monuments ordered.
.....	84.48	60.69.64	This Hill extends to the South-east. Open Wood, Birch, Maple and Fir Timber.
West.	89.00.00	{ From last preceding Monument. }	58.53	61.48.17	This is one of the points indicated in the Act of Parliament, and shewn on the Map therein referred to. No Astronomical Observations were taken here, as the East and West Line was drawn from the East, to intersect the Meridian Line prolonged from the 21st mile post planted by Mr. Blaiklock in 1853.
.....	139.27	63.27.84	Transit Station. Birch, Fir, and Spruce Timber.
.....	60.18	64.8.06	This head stream of the Rimouski is 11 Links wide, and rises in a small Lake South of the Boundary Line.
.....	158.36	65.6.42	Transit Station. Variation 20° 10' West.

TABLE showing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. — North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
	43	Situate at the base of a hill upon the edge of a bog, bordering the River Belle Redgwick, and 1802 links East of that stream; there are no Monuments visible from it .	.....	.....	.....	.....
	44	Situate upon a high hill of Hardwood, which forms the range on the West side of the Tomahagan, (a small tributary of the Rimouski,) in which it and some of the waters of the Belle Redgwick have their rise. Monument 45, to the East, can be seen from it .....	.....	.....	.....	.....
	45	Upon a high Hardwood hill, of a round slope, it is nearly enclosed within the waters of the "Tomahagan," or middle branch of the Rimouski. Monument No. 44, to the West, is alone visible from it .....	.....	.....	.....	.....
	46	Is situate upon the southern extremity of the range of hills dividing the waters of "Tomahagan," from those of the River Plata, or eastern branch of the Rimouski.....	.....	.....	.....	.....
47	.....	Situate at the South Eastern Tangent Angle, at the intersection of the East and West line, with the Meridian line Tangent to the Highlands..	47.54.50	68.8.28	4.32.33.5	90.00:00

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "				
.....	174.62	67.21.04	White Birch, Fir. Sand Soil.
.....	189.54	69.50.58	Uneven Land. Birch, Fir and Spruce.
.....	101.7	70.79.05	{ Near the Station whence Mr. Blaiklock commenced the measurement of the East and West Line, as per Field Book.
.....	126.15	72.46.16	{ The Line runs nearly along the height of Land between the sources of the River Plata, and some of the head waters of the Redgwick.
270.0.0	89.58	{ From last preceding Monument.	962.4	78.50.21	{ This point forms one of the Angles indicated in the Act of Parliament, and shewn on the Maps it refers to; the East and West Line being intended in the award of the Arbitrators, to be a Tangent to the height of Land dividing the waters flowing into the River Rimouski from those tributary to the St. John, and the Meridional Lines to be tangent to the height of Land dividing the waters flowing into the River Rimouski from those flowing into the Ristigouche, in regard to the first Tangent Line; the head waters of the Rimouski intersected in

TABLE shewing the Geographical positions and relative distances of the LARGE and SMALL IRON MONUMENTS erected on the line of Boundary between the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. — North.	Longitude West from Greenwich.		Azimuth North Eastward.
Large.	Small.			In Arc.	In Time.	
			° ' "	° ' "	H. M. S.	° ' "
47.—	(Continued.)	.....	.....	.....	.....	.....
48		Mount Packington, a high mountain in the dividing ridge between Rimouski and Ristigouche waters .....	.....	.....	.....	.....
49		Placed at the intersection of the Meridian Tangent Line with the 48th parallel of Latitude, in rising ground sloping gently towards the West and South, Monument No. 48 on the Meridional Tangent line, is visible from it.	47.59.51	68.828.	4.32.33.5	Due North.

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.	
Back Azimuth.			Chain Links.	Miles. Links.		
° ' "	° ' "					
.....	several places where the head waters of the "Tooladie," a Tributary of the St. Johns, crossed to the North, as also the head waters of the River Belle Redgwick.	
.....	No Line run E. & W. in the region of the height of Land mentioned in the Act of Parliament, without intersecting the opposed head waters or sources of the Rimouski, Tooladie, or Belle Redgwick.	
.....	161.50	75.51.71	Mount Packington is one of the highest Mountains intersected by the Boundary, being over 1680 feet above the level of the Sea, determined by the Aneroid and the Mercurial Barometer; it is the more remarkable as it stands prominent in the Ridge dividing the waters of the Ristigouche and Rimouski, commanding a view of the Country around for many miles, the Monuments of both extremity of the Meridional Tangent Line being visible from the summit.	
.....	On the Northerly slope of this Mountain, at the 1 1/4 mile post from Monument No. 49, the undersigned, in conjunction with Mr. Botsford, set off the course of the Tangent Line, according to Astronomical Observations, taken with the Theodolite transitation. See Appendix A.	
Due South.	From last preceding 45850 large Monument.	297.00	79.8.71	This is one of the Points or Angles indicated in the Act of Parliament. The Line under the 48th Parallel run West by Lieut. Col. Robinson, from the River Patapedia, to intersect the Meridional Line terminated at this point, forming very nearly a right angle with the said Meridional Line.

TABLE shewing the Geographical positions and relative distances of the LARGE the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE. — North.	Longitude West from Greenwich.		Azimuth North
Large.	Small.			In Arc.	In Time.	Eastward.
			° ' "	° ' "	H. M. S.	° ' "
	50	Situate on the East Bank of the S. W. branch of the Redgwick River, there are no Monuments visible from it..				
	51	Situate upon a low hill of mixed wood, and at about 3 chains East from the Lumber Road leading from Cooland's Camp to the Still Water Brook. Monument No. 52 to the East, can be seen from it				
	52	Situate upon the southern side of a high hill of mixed wood. Monuments No. 51 to the West, and 53 to the East, are visible from it.....				
	53	Is situate upon a high broad topped range of hills, which form the Western Bank of the River Redgwick. Monuments No. 52 to the West, and No. 55 towards the East, are visible				
	54	Is situate on the Eastern Bank of the River Redgwick, in flat alluvial land, at 53 links from the East Bank. No Monuments are visible from it.....				
	55	Upon the summit of a very high range of hills, which borders the Eastern Bank of the Redgwick River. Monuments No. 53 to the West, and 56 to the East, being visible.....				

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of Deflection.	Length of line in Links.	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.			Chain. Links	Miles. Links.	
° ' "	° ' "				
			200.75	81.68.71	{ This Branch is called Cooland's River, laid down on the sectional Plan from the Exploration of the undersigned.
			85.00	82.23.71	{ Near the Lumber Road, a Log House for Depot of Provisions was put by surveying party.
			111.00	83.54.71	{ Astronomical Station of Lieut. Colonel Robinson.
			202.60	86.27.81	{ Transit Station, 1855. This Range of Hills approximate to 1500 feet above the Sea.
			98.80	87.41.11	{ About 1½ miles by the course of the River above this point, are the Falls of the Redgwick, below, and near which, on the East side of the River, is the Astronomical Station of the undersigned in 1854. Observations in Appendix.
			68.60	88.24.71	{ This is the Astronomical and Transit Station of Lieut. Colonel Robinson in 1854, from it is clearly discerned the course of the Line beyond Monument No. 56, and the curvature made under the parallel 48th degree of Latitude. The name of Mount Elgin was given to this Station, elevated about 1650 feet above the level of the Sea.

TABLE shewing the Geographical positions and relative distances of the LARGE and SMALL IRON MONUMENTS erected on the line of Boundary between the Provinces of CANADA and

No. of Monument.		SITUATION AND POSITION OF MONUMENTS.	LATITUDE.	Longitude West from Greenwich.		Azimuth North
Large.	Small.		North.	In Arc.	In Time.	Eastward.
	56	Situate on the ridge of hills lying on the East side of Pollard's Brook, the westernmost branch of the River Patapedia, from which Monuments No. 55 on the West, and No. 58 on the East, are visible.	.....	.....	H. M. S.	.....
NOTE.						
Large	.....	Monument No. 59, erected on the West Bank of the River Patapedia, by Colonel Robinson and Mr. Botsford.....	.....	.....	.....	.....
Large	.....	Monument No. 60, erected at the mouth of the above River.....	.....	.....	.....	.....

TORONTO, 10th January, 1856.

and SMALL IRON MONUMENTS erected on the line of Boundary between NEW BRUNSWICK, &c.—(Continued.)

from true Eastward.	Angle of	Length of line	Distance from last preceding Monument.	Total distance following the Boundary from point A.	REMARKS.
Back Azimuth.	Deflection.	in Links.	Chain, Links	Miles, Links.	
.....	589.00	95.8.71	Astronomical and Transit Station of Lieutenant Colonel Robinson, situate on a Hill on the East side of Pollard's Brook; a branch of the River Patapedia, which intersects the 48th Parallel about 18 Chains East of the Line drawn from the source of the St. Croix, by F. William Odele, Surveyor, under the 5th Article of the Treaty of Ghent. As the undersigned does not admit the continuation of the 48th Parallel to the River Patapedia as the River Mistouche, until competent authority establishes that River for part of the Provincial Boundary, he has here terminated the Report of the Line of Boundary drawn by the Commissioners, under the Act of Parliament 14 & 15 Victoria, chapter 63.
.....	676.75	108.40.86	To Monument on River Patapedia.

(Signed,) JOS. BOUCHETTE,
Her Majesty's Boundary Commissioner.

B.

BOUNDARY OFFICE, December 9th, 1855.

(Before the Commission of Boundary.)

Questions proposed to F. W. Blaiklock, Esquire, Surveyor to the Commission under the Imperial Act 14 and 15 Vic., cap. 63, for ascertaining, marking, and defining the Line of Boundary between the Provinces of Canada and New Brunswick.

1. You are a sworn Commissioned Surveyor for Lower Canada, and since when?

Answer.—Yes; in 1842.

2. Were you not desired, under written instructions from me, as a Boundary Commissioner, to proceed to the Ristigouche River, to ascertain the position of the River Mistouche; make a survey of that River to the 48th parallel; and thence to continue the survey of the River Ristigouche as far down as the season would permit you?

Answer.—Yes.

3. Please to name your Chain-bearers, and say whether they were sworn?

Answer.—Mr. Bois and Mr. Barbarie.

4. Did you not ascertain the position of the River Mistouche, and which is known likewise by the Lumbermen as Tracy's Brook, and state what you know of that stream, from the information obtained by you on the Ristigouche, and how it acquired the appellation of Tracy's Brook?

Answer.—Yes; it derives its appellation from one Tracy having lumbered on that River. The Mistouche is 180 links at the mouth, 75 links one mile up the River, and is there narrow and rapid.

5. Having failed to extend the survey of the River Mistouche beyond the first mile or so on account of the breaking up of the ice in the River, you continued the survey of the Ristigouche downwards, and started at the River Patapedia or Patamediac, which River you surveyed for 16½ miles up stream; had you any authority or instructions to that effect from the Commissioners, and for what purpose did you make that survey?

Answer.—No; it is returned in my Report.

6. You have returned to the Commissioners certain Plans of the Ristigouche, to accompany your Report of the survey performed by you, under the instructions hereinbefore mentioned. Is not the relative position of the Rivers Mistouche and Patapedia thereon laid down, and laid in accordance with and the result of the information you obtained on the premises?

Answer.—Yes.

And was not that information derived from reliable sources?

Answer.—Yes, from the Indians, Lumbermen and Settlers on the Rivers.

7. You are presently employed at the Boundary Office as Draughtsman, to prepare certain original sections of the Surveys performed under the Commission, and have recently made from your fixed notes, a reprotraction of the Sections of the Ristigouche, comprising both the Rivers Mistouche and Patapedia, returned by you as distinct Rivers, as mentioned in your Report dated 15th May, 1854, and on the Sections of the Plans of the Ristigouche now of record with the

Commission, under whose instructions have you broken up the said section of your actual Survey and added the name of Mistouche to the River Patapediac?

Answer.—At the requisition of Lieutenant Colonel Robinson and Mr. Botsford.

By Mr. Botsford.—What is the average width of the Mistouche or Tracy's Brook for above one mile from its mouth?

Answer.—From 75 to 80 links.

What is the general width of the Patapediac as far as surveyed (16 miles).

Answer.—From 2 chains to 2½ chains.

Certified.

(Signed,) F. W. BLAIKLOCK.
Provincial Surveyor.

(True Copy.)

GEO. FISET.

C.

Communications referred to in the preceding Correspondence not included in the Appendix C accompanying the Report of the Commissioners.

PATAPEDIA, 4th July, 1854.

Dear Sir,—I reached the Mistouche this morning, *via* Grand River; and after camping at the mouth of that River, I proceeded hither, having been informed at Cheyne's Settlement that you were encamped at the entrance of the River, and learnt from the man in charge of the depot of provisions that you had ascended the Patapediac with boats and stores, and were encamped some 22 miles up the River; also, that Major Robinson was daily expected from Campbellton, and would likely come up with the bateau expected Friday next.

I can scarcely describe my disappointment at not meeting you previous to your starting up that River; which leads me to conclude that you assume it as the River Boundary between Canada and New Brunswick, which we have been appointed to ascertain and define, under the Act of Parliament 14 and 15 Vic. cap. 63, establishing the Boundary Line.

It was not until the 21st ultimo, that I was officially informed, by command of the Governor General, that the necessary funds should be supplied by the Department of Public Works to continue the service this year.

I engaged at River du Loup the men for Mr. Blaiklock's Survey of the meridional line, limiting his party to ten men, two chain-bearers, and one cook, and proceeded myself, at the Lake, and at Emerson's, with four men and two canoes, to convey me and my assistants to the Mistouche River, taking an Indian guide, acquainted with the Ristigouche, to point out that River, the only one of that name, tributary of the Ristigouche, mentioned in the award of the Arbitrators, become law by the Imperial Act.

No such River as the Patapediac is named, either in the Act of Parliament or on the Map of the Arbitrators who signed the award, which Map I have, nor is the River mentioned in a Map accompanying the Report of Major Robinson, Captain Henderson, and Attorney General J. Johnston, Commissioners, appointed by Her Majesty to enquire into the legal claim of Canada and New Brunswick to the territory in dispute between those Provinces, nor is it named in the Map of S. Saunders, Surveyor General of New Brunswick, dedicated to Sir John Colebrook, in 1842; but the River Mistouche or Mistoue is accurately shewn on all these Maps, as situate above Still Water Brook, and about seven miles below the mouth of the Redgwick, being furthermore designated on the Surveyor General's Map as Tracy's Brook. That River Mistouche, therefore, is to constitute part of the River Boundary Line between these Provinces from the 48th parallel of latitude to its mouth on the Ristigouche; and it was in that view of the Act of Parliament that I framed the instructions to Mr. Blaiklock, a copy of which I enclosed to you, and which you were pleased to approve.

Agreeably to those instructions, Mr. Blaiklock proceeded on the Survey, and I identified the Mistouche named in the Act of Parliament, which River he could only scale about $1\frac{1}{2}$ mile, it being open, and the ice unsafe to proceed further up.

Mr. Blaiklock's Report of the River appears explicit, and leaves no room to doubt that it is the same River intended in the award. He further reports having (without instructions from me) scaled the Patapedia, the distance of some 17 miles, for the information of the Commissioners, sufficiently to represent that the Patapedia and the Mistouche are distinct Rivers. You will judge yourself upon perusal of the Report herewith enclosed to you; and I feel satisfied that any impression you entertain to the contrary, as arising from information drawn from less authentic sources, will be removed, and that you will agree to admit the Mistouche pointed out on the Map of the Arbitrators and other official Documents,—all of which I have with me for your inspection,—to be the River intended in the Act of Parliament, which we are now to carry out, and hope ardently, with the same unanimity that has marked our progress thus far.

I have despatched Mr. Bois, with the Indian guide, to hand you this hurried letter, while I must return to my camp at the Mistouche, where I will commence making astronomical observations for latitude and time, with a Sextant and Chronometer, the only instruments I have with me. I may also fix the stations upon the River, until you and Major Robinson join me to confer together upon the subject of the Boundary.

I have left a letter with Smith, the keeper at the Patapedia, for Major Robinson, when he arrives from Campbellton.

With the highest regard,

I remain, dear Sir, yours faithfully,

(Signed,) JOS. BOUCHETTE,
H. M. Boundary Commissioner.

Honorable A. E. BORSFORD,
H. M. Boundary Commissioner.

D.

CAMP, SUNDAY, 16th July, 1854.

My dear Sir,—I send down the sextant, agreeably to your request. Mr. Ramsay and a party of exploration start to-morrow morning. They are to keep a

westerly course from this, and go as far as the North Line, keeping a look-out for all streams running southward.

I hope you will be able to settle early about the Mistou or Tracy's Brook. I do not think it can possibly extend anything like to 48th°.

We shall be delighted to have you again with us; we have a beautiful Camp, situated on a Plateau 30 or 40 feet above the stream; a space is reserved for your Tent. We must have your co-operation and agreement to determine the true 48th degree point.

The Patapedia is a beautiful River; it will take you a day and a half to pole up it; you will find our camping ground on the eastern bank, between the 10th and 11th mile marks.

In the hope of seeing you soon, believe me,

Yours very sincerely,

(Signed,) WM. ROBINSON.

Jos. BOUCHETTE, Esquire,
Commissioner of Boundary.

E.

CAMP, PATAPEDIA RIVER,
23rd July, 1854.

My dear Sir,—In opening my book box two or three days ago, I found that I had not sent you the brass stand for the sextant, the part I mean which fits the hole on the cover of the box, I now send it to you, and I hope to see it back and you with it very soon.

During this last week we have had very hot weather, we have thought of your hard fate exploring and tracing up the source of Tracy's Brook, or Mistou.

Mr. Ramsay and party have returned from their exploring in a westerly course from this as far as the North line, we crossed a Brook two or three times, but proved it to be the same, and to run into the Patapedia, being in fact Pollard's Brook.

I have read over Blaiklock's Report and your instructions to him, and compared both with the Maps of Mr. Alphonso Wells, which I have by me, the latter writes Mistou most unmistakeably to the Patapedia River, and the general course of it is pretty correctly laid down on his map, the mouth of his Mistou is far nearer the sea than Still Water Brook, it is in fact the Patapedia with the name of Mistou to it, the former name being omitted entirely, at all events, supposing you are not yet convinced by your own exploration come up to this Camp and run a westerly line from the 48th degree. It will be easier to settle the point from this line, whether any waters of the Tracy's Brook reach so far North, than it can be done by following up the stream, owing to the difficulty of getting through the woods, when you can no longer follow the water courses. By running the 48th parallel by this westward, we shall not add much to our labours even if we had to force up the Patapedia River and adopt Tracy's Brook.

As it can be only a few miles before we strike it, and those few need not be cut out, but merely cut through until finally settled.

Mr. Botsford sends kindest remembrances.

Believe me,
Yours truly,

(Signed,) WM. ROBINSON.

JOSEPH BOUCHETTE, Esquire,
Commissioner of Boundary.

F.

CAMP, PATAPEDIA RIVER,

August 2nd, 1854, 10 P.M.

My Dear Sir,—Your messenger, Mr. Bois, arrived here this afternoon about 6 p.m., having slept at the mouth of the River, and made the passage up the shortest on record, as the saying is, in one day. We heard him firing some time before his appearance, and fully anticipated it was your own approach which he was thus heralding with a grand salute. I cannot tell you how disappointed we were at not finding you in the boat. We have been looking anxiously for you the whole of the past week. We now have made so many observations for latitude, that we are fully prepared to mark out on the ground where the 48th parallel passes; and we only wait for you to come and test the accuracy of them before driving the first stake. Do pray come up and decide this point for us, and for yourself also. Let Pollard's Brook remain open for discussion when we meet; the difference it will make is so small, that it is scarcely worth mentioning.

It will only be a question of a small triangular piece of about four miles West from this, and a base of about three miles, being the distance from this to the mouth of Pollard's Brook at its junction. Nobody can be more anxious than I am to finish this Boundary this season; for me to have to come again from Newfoundland next season would be most inconvenient. To move now to the Redgwick, and to begin *de novo*, would be to throw us back a month nearly; for it has taken us about three weeks already to get established and make the requisite number of observations, to ensure the correct parallel of 48°. It will not, I hope, take me much longer to reach the Redgwick by the parallel of 48th° from this than to go round by the stream, and repeat all that has been necessary to do here.

But in consequence of what you have urged as to Pollard's Brook being the Boundary, I will not cut out the line, but merely make my way through from point to point, or ridge to ridge, as well as I may be able, until I reach the Redgwick River; and by this course, if it be finally decided between us not to extend the line East of Pollard's Brook, but very little expense will have been incurred, and nothing in comparison to moving and repeating the observations on the Redgwick River; in fact, to do so now, would be to ensure the failure of our endeavors and wishes to finish this season.

It is very unfortunate that this difficulty of the Mistoue should have occurred; had it been foreseen, we could have arranged to have commenced first on the Redgwick River; but as owing to circumstances our preliminary meeting at Campbellton was prevented, and as time and the seasons wait for no one, it behoved the first in the field, which was Mr. Botsford, to be moving; and he, not doubting or not expecting any difference, as I confess I did not myself doubt but that the Patapedia was the true Mistoue, moved up the men and provisions to this point.

There is no doubt but that the Mistoue, on the Boundary Map used by the Arbitrators in London, is wrongly laid down, while the after portion, where the parallel strikes it, is tolerably correct,—its course has not been laid down right and its junction with the Ristigouche is placed too far west, but that the Patapedia and Mistoue are the same as laid down in all or nearly all the previous charts, is to me pretty clear. Look at the two Maps I send you, the first by Alphonso Wells, and the second by the Surveyor General of New Brunswick. In both, in lieu of Patapedia the word Mistoue is written, and there is no River of the same magnitude or anything like a River near the place. In Mr. Well's Map Tracy's Brook is closely shewn, but no name attached to it; these two Maps were furnished to Captains Pipon and Henderson from the Colonial Office, when appointed to report on the Boundary Line. They are conclusive to me that the River Patapedia, under the name of Mistoue, has always been meant in the Maps and Reports of Arbitrators and Commissioners, but how much more satisfactory it would be if, instead of writing to each other from a distance, you would come up and discuss the question freely, with the Maps before us, and tell us all about your exploration of Tracy's Brook.

Believe me, yours sincerely,

(Signed,) WM. ROBINSON.

Jos. BOUCHETTE, Esquire,
H. M. Commissioner.

G.

CAMP, MOUNT ELGIN,
13th October, 1854.

My dear Sir,—I have thought myself called upon to acknowledge and answer in the best way I could, your official letter of the 7th September and its enclosures.

I do not expect to convince you by what I have written, but it may help to explain to others the origin and cause of the difference between the Commissioners; as the doubt has been started, I consider it cannot be settled without reference to the Imperial authorities to apply to have the Act amended, and if we can only be unanimous in recommending some one way of doing it, I think the matter can be very easily and satisfactorily settled, and without causing any reference to fresh Arbitrators, or incurring additional expense.

Believe me,

Yours truly,

(Signed,) WM. ROBINSON.

Jos. BOUCHETTE, Esquire,
Commissioner of Boundary.

No. 4.—(A.)

Copy of a Despatch from the Right Honorable the Secretary of State for the Colonies to His Excellency the Governor General.

(Copy.—No. 28.)

Downing Street, 24th January, 1856.

Sir,—I have to acquaint you that I have received the Report of two of the Commissioners appointed to define and mark the Line of Boundary between the Provinces of Canada and New Brunswick.

As I observe that the Commissioners have furnished you with a duplicate of this Report, I shall defer any proceedings upon it until I am in possession of your views upon the subject.

I have, &c.,

(Signed,) H. LABOUCHERE,

Governor Sir EDMUND HEAD, Baronet,
&c., &c., &c.

No. 4.—(B.)

Letter from Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, enclosing Correspondence between himself and the other Commissioners.

BOUNDARY OFFICE,
Quebec, 22nd December, 1855.

Sir,—I have the honor, in connection with my letter under date 19th instant, stating, for the information of His Excellency the Governor General, that I had dissented from my colleague Commissioners, appointed to ascertain and define the Boundary Line between Canada and New Brunswick, in regard to the manner of their reporting the Line of Boundary down to River Patapedia, adopted by them, as the Ristigouche to Dalhousie as the Boundary between those Provinces intended under the Imperial Act 14 and 15 Vic. cap. 63, to transmit you here with enclosed copy of the Correspondence that has taken place between us on the subject of those Islands, together with copy of the Memorandum under date 10th of August last therein referred to.

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

JOS. BOUCHETTE,
H. M. Boundary Commissioner.

The Honorable G. E. CARTIER,
Provincial Secretary.

No. 4.—(B.)—(Continued.)

A.

BOUNDARY OFFICE,

Quebec, 6th December, 1855.

My dear Colonel,—In handing over to you for your perusal and that of Mr. Botsford the exception I have taken to part of the Report relating to the River Patapedia, the draught of which you were so good as to communicate to me, I beg to mention that I have added to the first draught of my exception, on the suggestion of Mr. Botsford, the circumstance of the agreement that occurs between the upper part of the Patapedia River and the delineation on the Map of the Award, exhibiting the line of Boundary to be traced by us, which brought to my mind the proposition contained in my letter to you from (Cheyne's) Ristigouche, under date 31st July, 1854, that of following the West branch of the Patapedia, and not the East branch, if that River were truly ascertained to be the River Mistouche intended as the Boundary or Eastern limit of New Brunswick, requiring nevertheless confirmation by Imperial statute.

In perusing that letter I perceived I had omitted in my exception the objection I had then stated respecting the Seigniori of Cloridon, and which I have now added under the 10th head to the previous grounds mentioned in the first draught.

I have seriously weighed in my mind your intention to the effect of omitting the name of Mistouche to the words "Tracy's Brook" on the general Map A, obtained from the manuscripts compiled by myself from the most correct authorities, and based upon the most accurate Surveys of the day, with an ultimate purpose of its publication; most cheerfully have I rendered that manuscript open to the use of the Commission as greatly abridging the labour of constructing a new Map. If your Map had not been adopted, which under existing circumstances would have answered better, subject to some alterations in the Geographical projection and the details of one Boundary Survey to have it accord with your Astronomical observations.

Under my present convictions and the positive information of the "actuality" of the River Mistouche being "Tracy's Brook," supported as is the fact established upon unquestionable information ascertained on the Ristigouche, corroborated by the highest official authorities in Canada and New Brunswick, not to mention the Map published by Arrowsmith, in January, 1854, "before we operated in the River" I could not consistently sign that General Map at all.

I would therefore suggest, if no other arrangement can be arrived at, your preparing another general Map at once, which yourself and Mr. Botsford can sign, and I will use those now prepared to accompany the sections of the Mistouche River referred to in my notice of exception.

I beg at the same time to assure you that I will readily accede to any suggestion on your part or that of Mr. Botsford which will obtain the desired end of a joint Report, without compromising in any way the opinion which we separately entertain as to the real Mistouche, while it will render the present general Map useful for the purpose proposed.

With consideration of the highest regard,

I remain, My dear Colonel,

Yours very faithfully,

(Signed,)

JOSEPH BOUCHETTE,

H. M. Commissioner Boundary.

LIEUTENANT COLONEL ROBINSON, R.E.,
H. M. Boundary Commissioner.

B.

BOUNDARY OFFICE.

Quebec, December 8th, 1855.

Dear Sir,—We beg leave to acknowledge the receipt of your letter of yesterday, enclosing for our perusal the draft of the list of exceptions which you propose to attach to our general Report, in the event of your signing it.

In reply, we cannot but express our regret at perceiving that the difference of opinion between us, on the subject of the "Mistouche River," is just as wide as it ever has been since the commencement of the controversy some fifteen months or more ago.

We had hoped, and indeed expected from the assurances made to us on our arrival at Quebec in the end of September, there would be no further difficulty opposed to the settlement of this vexed question, than probably a suggestion to amend the Act of Parliament by substituting the word Patapedia for that of Mistouche.

We are sorry to find it otherwise, and as, even in addition to the list of exceptions, you mention your intention not to sign certain of the Sectional Plans nor the General Plan unless the word Mistouche be added to that of Tracy's Brook, and some other plans beside of a River which has not been regularly surveyed. We beg to inform you that we cannot consent to your proposition.

One of the general Plans is now completed, and the other two will be ready for signature by the end of next week. The fair draft to our general Report has been submitted to you, and amended wherever suggested by you, in the hope that you might be able to join with us in signing it.

As it appears you cannot do so consistently with your convictions, we beg leave to acquaint you that as soon as the general Plans are ready it is our intention to sign them and transmit them with our Report, one to the Secretary of State for the Colonies, one to the Governor General of Canada, and the third to the Lieutenant Governor of New Brunswick.

Your suggestion that we should make a fresh set of Plans for ourselves, merely for the sake of your being able to add one word—"Mistouche," we deem to be quite unnecessary, tending to delay and a useless expenditure of public money.

The Plans just finished have been made at the public expense, and are under the sole control of the Commissioners.

As forming the majority of that body, we have to request that you will neither write yourself nor cause to be written on the said general Plans anything without our previous sanction.

We remain, dear Sir,
Yours truly,

(Signed,) WM. ROBINSON, R. E.
Commissioner of Boundary.

A. E. BOTSFORD,
Commissioner of Boundary.

JOSEPH BOUCHETTE,
Commissioner of Boundary.

C.

BOUNDARY OFFICE,

Quebec, 8th December, 1855.

Sir,—I have the honor to acknowledge the receipt of the joint communication of the Honorable A. E. Botsford and yourself of this date, in returning therewith enclosed the paper I transmitted you yesterday, containing my exception to that part of the Report drawn up by yourself, relating to the River Patapedia, in which communication you are pleased to inform me that you propose availing yourselves of the Maps now prepared, to transmit one copy to the Secretary of State for the Colonies, one copy to the Governor General of Canada, and the third copy to the Lieutenant Governor of New Brunswick.

I take leave also to acknowledge the receipt of your "Ultimatum" to the suggestion contained in my Memorandum (made in view of some unanimous arrangement on the subject of difference between us in reference to the Patapedia), and beg to state that the terms of your proposition, if complied with, would be virtually assuming to myself an authority which would in effect recommend to the Imperial Government the transfer to New Brunswick of a territory lying between the Rivers "Mistouche" and "Patapedia" which actually belongs to Canada,—a power which I deem rests with the Governor General and Legislature of that Province, who may recommend such an amendment in the Act of Parliament 14 and 15 Vic. cap. 63, as may be deemed fit to alter the name of Mistouche to that of Patapedia, as your Ultimatum appears to propose.

In conclusion, I beg to request a special meeting of the Commissioners on Monday, at 11 o'clock (or the next day, if more convenient to yourselves), in order that the subject of difference may be further considered upon the actual information before the Commission of Boundary, and also in reference to the expenses incurred during the preparation of these Maps, which, thus far, have been defrayed by the Canadian Government, through the Board of Public Works, represented by Ol. Fiset, Esquire, Government Agent, who has paid the amount of the pay-lists upon our joint certificate.

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

(Signed,) JOSEPH BOUCHETTE,
H. M. Boundary Commissioner.

Lieutenant Colonel ROBINSON,
Royal Engineers,
H. M. Boundary Commissioner.

D.

BOUNDARY OFFICE,

Quebec, 10th December, 1855.

Dear Sir,—In reply to your communication of the 8th instant, I beg leave to state, that in the Memorandum I left with you, suggesting a course which I thought might enable you to join your colleagues in signing the General Report and Plans of the Boundary, that there was nothing new, or which had not been proposed by yourself at a former period.

In your letter of the 31st of July, 1854, you proposed to take the West Branch of the "Patapedia," called "Pollard's Brook," as the Boundary, from the point where it was intersected by the 48th parallel, thereby giving up the whole of the territory between the two Rivers which you now state to be out of your power to concede.

This proposition was declined, because we deemed it inconsistent, and had not the power under the Act to substitute a branch for the main River.

Again, on the 10th of August, 1854, you stated, with a view to this or some other arrangement being carried out, that an amendment of the Imperial Act 14 and 15 Vic. cap. 63, was necessary to prevent litigation.

In some of your communications you state the amount of territory between the two Rivers as 60,000 acres. It should be less than 40,000 acres of wild lands.

As the Act of Parliament points out clearly how the expenditure for this service is to be met, it is unnecessary for me to enter into the subject.

Believe me,

Yours very truly,

(Signed,) W. M. ROBINSON,
Lieutenant Colonel Royal Engineers,
H. M. Boundary Commissioner.

JOSEPH BOUCHETTE, Esquire,
Commissioner of Boundary.

E.

BOUNDARY OFFICE,

Quebec, 13th December, 1855.

My Dear Sir,—I beg to acknowledge the receipt of your communication of the 11th instant, in reference to the suggestion contained in your Memorandum, which you state contained nothing new, or which had not been proposed by myself, referring to my letter of the 31st July last, in support of that allegation. If you will have the goodness to read that letter again, you will find that you have omitted to notice the condition which I put upon the adoption of Pollard's Brook as the Boundary, namely:—"If the Patapedia be the River intended by the Arbitrators, their Map, designating the Line of Boundary, follows the Westerly Branch of that River, whilst the Easterly Branch runs towards the interior of the Seigniori of Cloridon." And being still under the impression that the mistake which has taken place, either in the position of the River on the Map or in naming the River intended by the Arbitrators, cannot be rectified by the Commissioners until the error is adjusted by competent authority, I cannot take upon myself to "recommend" the adoption of another River not named in the Act of Parliament, although I may consider that River would form, with the Westerly Branch, a suitable Boundary between the Provinces.

It was in that spirit that I suggested to Mr. Botsford, at our temporary camp-meeting at the mouth of the Patapedia, to repair to the Redgwick River, and run thence along the 48th parallel Eastward to the first waters of the Ristigouche, and follow those waters to the Ristigouche, then we should have more effectually complied with the course of action prescribed in the description of the Boundary, viz.: running from the meridional line Eastward "to the Mistouche," instead of

fixing as it were promediately, or without previous enquiry on the premises, upon a River having a name foreign to the Act of Parliament. Indeed, Mr. Botsford has been our Pioneer in first placing his encampment up the Patapedia.

I am still of the same opinion I was when at your Camp on the Patapedia, that in view of some arrangement, if a unanimous Report could be arrived at, that an amendment of the Imperial Act was necessary to prevent litigation, in which you concurred with me.

But you have since thrown, by your decision at the Little Falls, the weight of the "majority" of the Commissioners on this point against any such recommendation of any object which I had entertained hopes of being attained in framing the general Report, instead of the absolute measure of defining the line of Boundary by two Commissioners in lieu of three, as the Commission from the Right Honorable the Secretary of State directs under the Act of Parliament.

From these premises, I question much whether the Line of Boundary, as now marked, would be a legal boundary between the Provinces, unless the three Commissioners concur in a unanimous Report to the Imperial Government.

In view therefore of obtaining unanimity, and not to leave the question of boundary still open to litigation between the Provinces, I have drawn up the herewith mentioned memorandum. In reference to the area between the two Rivers under discussion, the quantum set down at 40,000 acres is perhaps a little over, while the space of territory between the Patapedia and a due North line from the source of the Mistouche, to intersect the 48th parallel, or in continuation of the course of the River due North-west, the true area would not materially differ from the gross quantity I have mentioned.

Believe me, my dear Sir,

Yours very truly,

JOS. BOUCHETTE,

II. M. Boundary Commissioner.

F.

MEMORANDUM.

The undersigned having again perused the draught of the Report of the operations performed by the Commissioners in the demarcation of the line of Boundary between Canada and New Brunswick, with the proposed amendments in reference to their individual opinion as to which of the Rivers under discussion is the true "Mistouche" named in the Act of Parliament 14 & 15 Vic. cap. 63, considers that there would appear to be no further necessity of a particular notice on the general Map to accompany the Report.

At the same time he deems it inseparable to his signing the Report or the Maps, that the grounds upon which he has and still differs from his Colleague Commissioners in regard to the adoption of the River Patapedia for the Boundary as being the River intended in the award of the Arbitrators, which grounds are embodied in the list of exceptions taken by him to that part of the Report concerning the River Patapedia, be recorded in the proceedings of the Commission and referred to in the Appendix, together with the trace of the River Mistouche, called by lumbermen Tracy's Brook, annexed and referred to in those exceptions; also,

that he begs to suggest that at the foot of the Report itself the following words be inserted:—

“That the undersigned having taken exception to that part of the foregoing Report concerning the River Patapedia, adopted by the majority of the Commissioners as the River Mistouche of the award of the Arbitrators, entered in Appendix () .”

He is of opinion that should the line of Boundary traced along the River Patapedia by his colleague Commissioners obtain the sanction of Her Majesty's Imperial Government, there would nevertheless still appear to be an indispensable necessity to amend the Act of Parliament to substitute the name of Mistouche to that of Patapedia, so as to avoid grounds for future disputes and litigation among the Inhabitants of the frontier part of these Provinces.

JOS. BOUCHETTE,
H. M. Boundary Commissioner.

BOUNDARY OFFICE,
Quebec, 13th December, 1855.

G.

BOUNDARY OFFICE.

Quebec, 15th December, 1855.

My dear Sir,—I have received your communication of the 13th instant, with the memorandum enclosed, on the subject of signing the general Report and Plans, &c.

I have read over again your letter of the 31st of July, and it appears to me nothing can be plainer or stronger than the language in which you proposed to adopt at once “Pollard's Brook” as the boundary, and suggesting the immediate removal of our Camp stores up that stream; even adding that if your views were not concurred in in this respect your presence would not be required, and you would proceed to “Quebec.”

The same proposition was again alluded to in your note of the 10th of August, 1854.

In the Map of the Arbitrators, the parallel of 48° is graphically carried to the main stream and not stopped, as you conceive it to be, at “Pollard's Brook;” and in respect to the East branch, as you term it, running into the interior of the Seignior of Cloridon, I am not aware of their being any such Seignior in existence—it was extinguished in 1787. I have submitted your letter of the 13th and the memorandum to our colleague, Mr. Botsford.

We are of opinion that your proposition contained therein is quite inadmissible, and however much we regret not being able to bring our labours of the past three years, and a boundary in dispute for the last seventy years, to a satisfactory termination by a joint and unanimous Report:

Yet we must abide by our determination, as communicated to you in our letter of the 8th of December and accompanying memorandum.

Believe me, my dear Sir,
Yours very truly,

(Signed,) WM. ROBINSON,
Lt. Col. Royal Engineers,
Commissioner of Boundary

Jos. BOUCHETTE, Esquire,
Commissioner of Boundary.

H.

CHEYNE'S SETTLEMENT, RISTIGOUCHIE,

31st July, 1854.

My dear Sir,—I returned from exploring the Mistouche River yesterday afternoon, and came here to replenish our exhausted stores, at the same time to rest myself a few days after the very fatiguing expedition which I undertook, agreeably to the arrangements at our meeting at Patapedia, while Mr Botsford was to accompany Mr. Ramsay, the New Brunswick Surveyor, to run due West by compass along the 48th parallel to the due North line, and note the streams running South.

The result of my exploration, which I am happy to communicate to you and Mr. Botsford, is so far satisfactory that I reached the small Lake at the source of the Mistouche in about latitude $47^{\circ} 54\frac{1}{2}'$, and to effect which I availed myself of a lumber road which the Indians call the Portage, and follows at various distances the East side of the Mistouche, occasionally crossing it, until within two miles of the Lake, then I opened a line keeping the general course of the Valley magnetically North, and struck into another Portage road which brought me with the addition of about one mile of line to another small Lake, its outlet running N.W., which I at first took for the Metis Waters in latitude $47^{\circ} 56'$ nearly longitude by Westing $67^{\circ} 40'$.

From this camp still on the same magnetical North course, to keep the Valley of the stream on my left and to diminish the distance from the St. Croix line, I continued to open the line ascending gradually for about two miles to summit of an eminence overlooking a deep valley on my right, which I presumed was that of the Patapedia, and at the end of three miles came to the edge of a precipitous descent, which from estimation cannot be less than 1200 feet above the level of the stream below, whilst the mountains on the opposite side were still more elevated and rising considerably in a Northerly direction.

The stream, where I intersected it, ran down a swift current a few degrees to the East of due North, was a puzzler indeed, until the men I sent down stream returned and reported the River as Pollard's Branch, as they had reached its mouth in the Patapedia.

I felt curious to ascertain the latitude, but failed in several attempts to observe Polaris at its last elongation, and as well before as after, that situation arising I conceive from the overcharged state of the atmosphere with electricity, as shortly after midnight one of the most terrific storms I recollect of, accompanied with vivid flashes of lightning, suddenly broke over head, the thunder rolling with awful effect for the space of half an hour.

The next day however I had a very good observation of the Sun's meridian altitude, but having left my nautical almanac at my camp at the supposed "Metis," and seeing no necessity of proceeding beyond Pollard's Branch, I returned to the Ristigouche, so as to take up portions of the baggage left at the camps to reduce the burden the men had to carry.

Satisfied at the same time that the main object of my expedition was obtained, namely the exploration of the Mistouche to its source South of the 48th parallel of latitude, and position of Pollard's branch determined.

This is certainly a larger stream than I expected to find, it being nearly a chain wide at upwards of two miles above its mouth, and if the Patapedia be the stream intended for the Boundary by the Arbitrators, their Map designating the line of Boundary follows the West branch of the River, whilst the East branch evidently runs towards the interior of the Seigniory of Cloridon, which the spirit of the award never intended should be affected by the line of Boundary; it assigns to

both Provinces, manifest by their excluding every part of the Seigniority of Temiscouata in framing the Boundary of New Brunswick.

Now, the suggestion in my note to our friend Mr. Botsford, namely, of proceeding up the Redgwick to the 48th parallel, and running East in that latitude to the intersection of the first waters running South not tributary of the Redgwick, contemplated this result, as we should have intersected Pollard's Branch, as the first waters running South some three or four miles East of the due North line then leaving that River, to be surveyed by Mr. Ramsay, to the point where Mr. Blaiklock terminated his survey of the Patapedia, have returned to the Redgwick, and proceeded to establish the tangent lines described in the award.

Mr. Blaiklock will have reached the Redgwick in a few days, as you will perceive by his note; and until we join him, himself and party must remain unavoidably inactive.

It is my anxious wish to terminate the Boundary Survey this season, if it be at all possible, and am prepared, as far as is in my power, without compromising in the discharge of my duty as Commissioner either the rights or interests of Canada to the territory designated to be awarded to it under the intent of the Imperial Act, to make every allowance for the apparent mistake that has been committed in reference to the Mistouche River.

That River, on the one hand, is well identified, and is situate above Still Water Brook, as laid down on the Map of the Arbitrators and on other official public Maps, having its mouth on the North side of the Ristigouche, about 11 miles above the River Patapedia,—a stream, however, in no way mentioned in the award.

On the other hand, the River Mistouche, it is now ascertained, does not reach the 48th parallel of latitude, and consequently could not have been intersected by a line running easterly on that parallel from the meridian line; but instead of it, a branch of the Patapedia. It appears therefore manifest, that the Arbitrators contemplated making the first waters intersected, flowing South into the Ristigouche, the Boundary, and expected that the Mistouche River would fulfil that condition.

In taking the above view of the subject, it is nevertheless clear, that the West branch of the "Mistouche," in any case, was intended as the Boundary, as graphically laid down on the Map of the Arbitrators, which corresponds with the River I came to, called "Pollard's Brook" by lumbermen. To that stream the 48th parallel of latitude may be run from the Redgwick, whereby, on the score of rigid economy, a saving of six or eight miles of cutting through a mountainous country intervening between your present camp and the intersection of that stream would be effected.

To effect this purpose, on which I hope to hear of your joint concurrence, I would suggest that the stores at your camp be transported by the portage road, which follows along the Pollard branch to the point where Mr. Ramsay will have intersected that River, and that we proceed up the Redgwick, stopping at the Chantier, where Christopher has been obliged, it appears, from the low state of the waters, to leave the stores, and that we muster all the boats, canoes, and men we have to convey the stores to the Upper Forks, where the observations for fixing the latitude may be made with all proper accuracy.

In all probability Mr. Blaiklock and his party will be on the spot. Mr. Botsford might proceed to fix the South-East tangent angle to the highlands separating the waters of the Redgwick from those of the Rimouski, and to start Mr. Blaiklock towards the meridian line, while Mr. Ramsay would be running the 48th parallel Easterly to the Mistouche.

I would suggest the propriety of engaging more men to expedite the work, as

for provisions there will be enough with those brought at the Metis under the direction of Mr. Fiset, who has charge of my Aneroid.

I hope that Mr. Ramsay will have met with him at the St. Croix line, where they were to be joined by our party from the Mistouche.

I have, as you perceive, entered fully into the details of the subject, even at the risk of being prolix; but the matter having occupied my mind, with the injunction from my Government to adopt the most rigid economy in carrying out the service, which refers to time as well as money, I conceive I cannot do better than commit my ideas to paper, for your action, being quite sure Mr. Botsford and yourself entertain the same anxious desire of pushing the service on to a close.

Should, on the other hand, my views not be concurred in, which I will very much regret, inasmuch as in that case my presence would not be required until you had reached the Redgwick, I will immediately proceed to Quebec, leaving you four men who may be re-engaged, as I will settle their wages to the day of my departure. Mr. Blaiklock will of course be open to receive any instructions from yourself or Mr. Botsford to employ the party now with him or discharge them, subject to be re-engaged by Mr. Botsford.

Mr. Bois will remain in charge of the Chronometer, instruments, and baggage at the Camp where the stores are.

I must close in earnest for I would fairly exhaust your patience out, thanking you sincerely for the use of Ramsay's Sextant, which has proved of eminent service to me, more especially since a few days that the Sun's Meridian altitude can be taken with it.

With kindest regards to Mr. Botsford, to whom you will please communicate this letter.

Believe me, my dear Major,
Yours sincerely,

JOS. BOUCHETTE.

Major WM. ROBINSON,
Commissioner of Boundary.

I.

MEMORANDUM.

Agreeably to the first section of the Imperial Act 14 and 15 Vic., cap. 63, it is enacted that the line of separation between the Provinces of Canada and New Brunswick shall be ascertained, defined, and marked by one or more persons, to be appointed by the Secretary of State for the Colonies, according to the intent of the award of the Arbitrators mentioned in the said Act.

The said award describes and defines that the Province of New Brunswick shall be bounded by a line beginning at Beau Lake, at a point distinguished as point A, on a certain plan referred to in the said award: thence Easterly to a point one mile due South from the Southern extremity of Long Lake: thence to the South-east angle of the Seigneurie of Temiscouata: thence to the Eastern angle thereof: thence due North to a line to be drawn East and West, tangent to the highlands dividing the waters of the River St. John from those of the Rimouski: thence due North, tangent to the highlands dividing the waters of the Rimouski from those of the Ristigouche, to the 48th degree of North latitude: thence along

that parallel to the River Mistouche (or Mistoue on the Plan): thence down the middle of the stream of that River to its entrance in the River Ristigouche: thence down the middle of the stream of Ristigouche to the Bay of Chaleur, the Islands of the said River Mistouc and River Ristigouche belonging to New Brunswick.

The Line of Boundary above described in express terms, constitutes the Northern limit of the Province of New Brunswick, and by implication the Southern limit of the Province of Canada; wherefore the waters, as well as all the Islands in the River Ristigouche or Mistoue, in whole or in part lying on the North side of the said line of boundary, would, in the opinion of the undersigned, be situated within the jurisdiction of the Province of Canada, and therefore subject in whole or in part, as such Boundary Line would intersect them, to the laws of Canada.

The subject is brought by the undersigned under the notice of the Commissioners, appointed under the Imperial Act, now assembled to define the line of Boundary between the aforesaid Province in its whole extent, in order that any difference of opinion that might arise between them on this head may receive all the deliberation possible, and furthermore to take into consideration the grounds of the final Report of the Commissioners to Her Majesty's Government in reference to the River portion of the Boundary between Canada and New Brunswick aforesaid.

From the misunderstanding that appears already to prevail among the inhabitants of the opposite shores of the Ristigouche, inasmuch as those residing on the New Brunswick shore appear to assume that all the waters of the Ristigouche belong exclusively to that Province, which is denied and opposed by those residing on the Canada shore of that River; the undersigned deems it of importance and of most urgent necessity that some decision should be arrived at on the subject by the Commissioners, in order that at an early moment after the Report of the Commissioners shall have received the sanction and approval of their respective Governments the Royal Proclamation may set at rest this state of discord and misunderstanding in both the Provinces of Canada and New Brunswick.

The undersigned begs to avail himself of the present occasion to inform his colleague Commissioners that he has not yet received intelligence from his Government of any action having been taken by the Governor General in Council on the Report the undersigned had the honor of submitting on the subject of the difference of opinion that has arisen between the majority of the Commissioners and himself, relative to the River Mistouche, further than a letter from the Honorable G. E. Cartier, Provincial Secretary, acknowledging the receipt of the Report and the documents accompanying it, by order of His Excellency Sir Edmund Head.

JOS. BOUCHETTE,
Commissioner for Canada.

TANGENT LINE,
10th August, 1855.

K.

BOUNDARY OFFICE,
Quebec, December 17th, 1855.

My dear Sir,—I beg to acknowledge the receipt of your communication of the 15th instant, conveying the opinion of Mr. Botsford and yourself in regard to the

Memorandum enclosed to you with my letter of the 13th instant. That the proposition therein contained is quite inadmissible however that you regret not being able to bring our labours of the last three years, and a Boundary in dispute for the last years, to be satisfactorily terminated by a joint and unanimous Report.

I fully participate with Mr. Botsford and yourself in the expressions of regret you convey. Permit me, at the same time, to remark, that the failure seems to resolve itself into a refusal on your part to admit the exception I have taken in signing the Report and Documents to be recorded with the proceedings of the Commission.

You certainly appear to dwell upon my communication of the 31st July, 1854, containing a suggestion in respect to Pollard's Brook, which indeed, if my colleagues had concurred in at once, would have enabled us to prefer now a joint Report, under the circumstance of the mistakes admitted in both the Map and the letter of the award of the Arbitrators,—such a Report of the facts ascertained from the actual Survey along the 48th parallel of latitude eastward to the first waters of the Ristigouche as would, I am quite sure, have met the approval of the Governments of Canada and New Brunswick; but those suggestions became nullified under my letter of the 10th August, after my visit to you at your camp on the Patapedia.

I now take leave to state, that the course of duty which now remains to me is to report to the Secretary of State for the Colonies my dissent from part of the Report of my colleagues, and to transmit therewith copy of my exceptions, memoranda, and correspondence that have arisen out of the difference of opinion between us on the subject of the true Mistouche River of the award of the Arbitrators.

I avail myself of the present and last correspondence on the Mistouche, to call your attention to the memoranda I communicated to Mr. Botsford, and which I left with you under date 10th August last, in reference to the Islands in the River Ristigouche, lying North of the middle line down the stream of the River Ristigouche, and intersected by that middle line, as it is important that a definitive opinion should be given on the subject, for the future action of the Executive Governments of Canada and New Brunswick in reference to the jurisdiction of those Islands.

The matter seems to demand from us mature deliberation, in case of any difference of opinion as to the intentions of the Imperial Act, in giving all the Islands in the Rivers forming the Boundary indicated on the Map to the Province of New Brunswick.

With the highest consideration,

I remain, my dear Sir,

Yours truly, &c.,

(Signed,) JOS. BOUCHETTE,
H. M. Boundary Commissioner.

Lieutenant Colonel ROBINSON,
Royal Engineers,
H. M. Boundary Commissioner,

L.

BOUNDARY OFFICE,

Quebec, 18th December, 1855.

My dear Sir,—In reply to your letter of yesterday's date, I beg leave to state that our objection was not to your list of exceptions being recorded in our proceedings, but to their accompanying and forming part of our final Report.

With reference to the Islands in the Rivers "Mistouche" and "Ristigouche," my opinion is that the boundary should follow the centre of the stream between them and the Canada shore. By so doing, the whole of the Islands will be included within the boundary of New Brunswick, and of course subject to her jurisdiction.

I remain, my dear Sir,
Yours very truly,

WM. ROBINSON,
Lt. Col. Royal Engineers,
Commissioner of Boundary.

To Jos. BOUCHETTE, Esquire,
Commissioner of Boundary.

M.

BOUNDARY OFFICE,

Quebec, December 18th, 1855.

Dear Sir,—With reference to your memorandum, dated 10th August, to which you called the attention of Colonel Robinson and myself yesterday.

I have to observe, that in quoting the Act of Parliament you have not used the exact words, having substituted "middle" of the stream for "centre," and the word "belonging" in the place of "being given."

The terms of the award mentioned in the Act of Parliament are so clear and express, and the River Boundary between the two Provinces is so plainly defined, I am of the opinion that no conflict of jurisdiction can arise as to the Islands in the Rivers Mistouche and Ristigouche, inasmuch as the Boundary Line through the above mentioned Rivers is unquestionably to be drawn down the centre of that portion of the several streams of each which run between the said Islands thus given to New Brunswick, and the Northern banks of the said River belonging to Canada. As regards the misunderstanding, said already to have arisen, between the inhabitants residing on different sides of the Ristigouche River, to which you advert in your memorandum, I am not aware how any action proposed to be taken by the Commissioners of Boundary within the limits of their powers could prevent it.

Besides, as by the laws of the land, any British subject has a right to the free navigation of those Rivers; it is difficult to imagine how such claims as those to which you refer can lead to any practical evil.

I have the honor to remain yours,

A. E. BOTSFORD,
Commissioner of Boundary.

Jos. BOUCHETTE, Esquire,
Commissioner of Boundary.

No. 5.

Letter from A. E. Botsford, Esquire, to Joseph Bouchette, Esquire.—
QUEBEC, 21st December, 1855.

My dear Sir,—I received your communication of to-day after Colonel Robinson had left Quebec, having closed our proceedings as Commissioners of Boundary.

As I have previously expressed to you in my letter of the 18th instant my opinion of the course in which the Boundary line was intended by the Arbitrators to be defined through the Rivers Mistouche and Ristigouche, I do not deem it necessary to enter into any further argument on the subject, you will permit me to add however, that I cannot conceive how any other line of Boundary can possibly be drawn down these Rivers, which would give the Islands to New Brunswick in the terms of the Act of Parliament, than the one adopted by Colonel Robinson and myself. To have followed the course which you suggest would place the Islands thus given to New Brunswick in a very anomalous position, which never could have been the intention of the Arbitrators.

I have to observe with respect to the alterations made by the concurrent direction of Colonel Robinson and myself, in the Sections accompanying our Report, without first consulting with you on the subject, that those alterations were not made by us until you had positively refused to join us in our Report; and as I had in the first place yielded my opinion (I have reason to believe Colonel Robinson did the same) in deference to your views as to the manner in which the River portion of the Boundary should be established, in the earnest hope that it would lead to a unanimous Report, feeling that if each Commissioner pertinaciously adhered to his own opinions there was not much chance of a satisfactory termination of our labours.

Finding however that you not only declined to join us in our Report, but that if your objections were sustained it would have the effect of setting it aside altogether, it was surely not unreasonable in this stage of the proceedings, being alone responsible for our Report, that we should make it to conform with our original views, and which we always deemed to be strictly within the meaning and intent of the Arbitrators, without consulting you, whose object seemed to be in the latter period of our work to change a portion of the Boundary which we had defined and marked, instead of confining your objections to a suggestion previously made by yourself, that an Act of Parliament should be applied for to confirm it and rectify the imperfection which in your opinion existed in the first Act.

I should regret after three years in which we have been associated together in the performance of a difficult duty, that at its close you should be under the impression that Colonel Robinson and myself "were not justified" in requesting that you would not add any thing to the general Map without our previous sanction, you will recollect that it was in consequence of your demand that the words "River Mistouche" should be written upon Tracy's Brook on the general Map; and in answer to your communication of the 6th instant, stating that if this was not complied with "you could not consistently sign," that we made that request. At this time such a wide difference existed between your opinions and those of Colonel Robinson and myself, it was very clear that we should not agree in our final Report, and it was equally evident that if one Commissioner assumed the right to give directions to the Draughtsmen in compiling the Maps without the concurrence of a majority, that no result could have been arrived at.

It was under these circumstances that Colonel Robinson and myself deemed it necessary to make the request to which you object, and not with any desire to assume an individual authority in the matter.

I have the honor to remain,
Yours, &c.,

(Signed,) A. E. BOTSFORD,
Commissioner of Boundary.

No. 6.

Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford.

QUEBEC, 21st December, 1855.

My Dear Sir,—I beg to acknowledge the receipt of your letter of the 18th instant, in reference to the Memorandum handed to you on the tangent line, under date 10th August last, in reference to the Line of Boundary down the Mistouche and Ristigouche Rivers.

When I drew up the Memorandum, I had not by me the Act of Parliament, and I stated from memory the general outline of the award; and I find, in reference to the Act, your remark quite correct.

The circumstance does not, however, alter my view, while it strengthens the interpretation I apply to the distinct words,—“The Islands being given, &c.,” after describing the Line of Boundary.

“Down the centre of the stream of the River Mistouche to the Ristigouche; thence down the centre of the stream of the Ristigouche to its mouth in the Bay of Chaleurs; thence through the middle of that Bay to the Gulf of St. Lawrence; the Islands in the said Rivers Mistouche and Ristigouche to the mouth of the latter River at Dalhousie, being given to New Brunswick.”

My opinion as to the mode of carrying out the intention of the award in defining the Line of Boundary along these Rivers, and conforming at the same time with the Map referred to in the award of the Arbitrators, corresponding precisely with the manner in which that line was drawn on our sectional Plans, exhibiting the Line of Boundary, as intended to be reported by us to Her Majesty's Imperial Government, I limited the objections I raised exclusively to that part of the Report relating to the River Patapedia.

Upon being officially apprised by Lieutenant Colonel Robinson, that the Line of Boundary laid down on the sectional Maps, as they were prepared for signature, was being altered so as to carry the Line of Boundary North of all the Islands in the Ristigouche, giving thereby the control of the waters in that River to New Brunswick, I objected to the step taken by you and Lieutenant Colonel Robinson; and I now take leave to remark, that in my opinion you were not justified in making those alterations without first consulting with me upon your views of laying down the River Line of Boundary, no more than prohibiting in your letter of the 8th instant any attempt on my part to add anything to the General Map.

As the Report and the accompanying Maps are now presented by you to Her Majesty's Secretary of State, they contain two-fold subjects of objection, namely,

that relating to the Patapedia for the reasons stated in my exceptions and our correspondence, and since that objection to another in respect to the waters of the Mistouche and Ristigouche, which I hold, under the intent of the award of the Arbitrators, should fall in equal parts to Canada on the North side and to New Brunswick on the South side of a line drawn down the centre of the stream of the Mistouche and Ristigouche, admeasured and laid off at one half the breadth of those Rivers.

Inasmuch as the subject of further dissent from your Report has been communicated to His Excellency the Governor General, I will take the earliest moment upon my arrival at Toronto, of acquainting the Secretary of State with the subject of difference between us on the above mentioned points.

With the highest consideration,

I remain, my dear Sir,

Your humble obedient Servant,

(Signed,)

JOS. BOUCHETTE,

H. M. Commissioner.

To the Honorable A. E. BOTSFORD,
H. M. Commissioner.

No. 7.

Letter from Joseph Bouchette, Esquire, to the Honorable A. E. Botsford.

QUEBEC, 22nd December, 1855.

My dear Sir,—I am favored with your communication under date 21st instant, received this afternoon, in reply to my communication of yesterday; and as I am desirous to have our differences—which no one more than myself deeply regrets—fairly stated; permit me to observe, in reference to the last paragraph of your letter, that my desire to have the word *Mistouche* inserted on the general Map, over the word "*Tracy's Brook*," was proposed in a full meeting of the Commissioners, which desire you declined to comply with, as also Colonel Robinson; and I would not have taken upon myself to direct any draughtsman to alter or change anything which had relation to the subject of difference between us. I beg to observe that you labour under a misapprehension in this matter.

The several errors of delineation, which I noticed on the general Map, I endeavoured to have rectified as much as time would permit, until the moment that the circumstance of our difference rendered unnecessary any attention on my part to the preparation of the Documents intended to accompany your Report.

I think it right to make these remarks, as your letter was calculated to convey an impression that I had attempted to change anything on the Map without first apprising you or Colonel Robinson, that proposition having been made by me to you immediately after the interrogatories submitted to Mr. Blaiklock.

I will, at your desire, add copy of your communication to the correspondence that has taken place, in reference to the Boundary Line, down the Rivers Mistouche and Ristigouche, relative to the Islands in those Rivers.

I remain, my dear Sir,

Yours very truly,

(Signed,) JOS. BOUCHETTE.

Honorable A. E. BOTSFORD,
H. M. Commissioner.

No. 8.

Letter of Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary, transmitting Correspondence.

BOUNDARY OFFICE,

Quebec, 19th December, 1855.

Sir,—I have the honor to state, for the information of His Excellency the Governor General, that I have deemed it my duty, as one of the Commissioners appointed by Her Majesty's Principal Secretary of State for the Colonies, by commission bearing date Downing Street, 2nd August, 1852, under the authority of the Imperial Act 14 and 15 Vic. cap. 63, to ascertain, define, and mark the Line of Boundary between the Provinces of Canada and New Brunswick, to dissent from the Report of my colleague Commissioners as relates to that part of the Report which adopts as the Line of Boundary between the said Provinces the River Patapedia or Patamaga River, now mentioned in the Act of Parliament, and situate $11\frac{1}{2}$ miles below and East of the River Mistouche, described in the award of the Arbitrators, and indicated on the Map referred to in the said Act of Parliament as the Boundary between Canada and New Brunswick.

As I proceed forthwith to Toronto, I will, on my arrival, take the earliest moment of laying before His Excellency copy of my Report to the Right Honorable Secretary of State for the Colonies, together with the Documents accompanying the same, consisting more especially of the exceptions, memoranda, and correspondence connected with the subject of dissent from the Report signed by my colleague Commissioners; at the same time, to receive from His Excellency any instructions or directions as he may deem fit under the circumstances of the case.

All which is nevertheless respectfully submitted.

I have the honor to be, Sir,

Your obedient and humble Servant,

JOS. BOUCHETTE,
H. M. Commissioner.

Honorable G. E. CARTIER,
Provincial Secretary.

No. 8.—(Continued.)

A.

CORRESPONDENCE to accompany the Letter of Joseph Bouchette, Esquire, to the Honorable G. E. Cartier, Provincial Secretary, dated 19th December, 1855, relative to the Report of the Commissioners appointed to ascertain, define, and mark the line of Boundary between Canada and New Brunswick, under the Imperial Act 14 & 15 Vic. Cap. 63.

BOUNDARY OFFICE,

Quebec, 6th December, 1855.

My dear Sir,—In handing over to you for your perusal and that of Mr. Botsford, the exception I have taken to part of the Report relating to the River Patapedia, the draft of which you were so good as to communicate to me, I beg to mention that I have added to the first draught of my exception, on the suggestion of Mr. Botsford, the circumstance of the agreement that occurs between the upper part of the Patapedia River and the delineation on the Map of the award, exhibiting the line of Boundary to be traced, which brought to my mind the proposition contained in my letter to you from (Cheyne's) Ristigouche, under date 31st July, 1854, that of following the West branch of the Patapedia, and not the East branch, if that River were truly ascertained to be the River Mistouche intended as the Boundary or Eastern limit of New Brunswick, requiring nevertheless confirmation by Imperial Statute.

In perusing that letter I perceived I had omitted in my exception the objection I had then started respecting the Seigniorship of Cloridon, which I have now added under the 10th head to the previous grounds mentioned in the first draughting. I have seriously weighed in my mind the proposition to the effect of omitting the name of Mistouche to the word Tracy's Brook on the general Map; a Map obtained from the manuscript compiled by myself upon the most correct authorities, and based upon the most accurate surveys of the day, with an ultimate purpose of its publication, most cheerfully have I rendered that manuscript open to the use of the Commissioners, as greatly abridging the labour of constructing a new Map, if your Map had not been adopted, which under existing circumstances would have answered better, subject to some alterations in the geographical projection and the details of our Boundary Survey, to have it accord with your astronomical observations; under my present convictions and the positive information of the "actuality" of the River Mistouche being Tracy's Brook, supported as the fact is by unquestionable information on the Ristigouche, corroborated by the highest official authorities in Canada and New Brunswick, not to mention the Map published by Arrowsmith in January 1854, before we operated on the River. I could not consistently sign that general Map. I would therefore suggest your preparing another general Map at once, which yourself and Mr. Botsford may sign, and I will use that now prepared to accompany the sections of the Mistouche River, referred to in my exceptions.

With considerations of the highest regard,

I remain, my dear Sir,

Yours very faithfully,

JOS. BOUCHETTE,

Commissioner for Canada.

Lieutenant Colonel ROBINSON, R. E.,
H. M. Commissioner.

Exception to part of the above Report, taken by Joseph Bouchette, Esquire, one of Her Majesty's Commissioners, appointed under the Imperial Act 14 & 15 Vic., cap. 63.

The undersigned, in signing the foregoing Report to Her Majesty's Imperial Government, and the Maps accompanying the same exceptions, Nos. 13, 14, and 15, as respects the proceedings and operations by his colleague Commissioners and himself, in the survey and demarcation of the Line of Boundary between the Provinces of Canada and New Brunswick, in virtue of the Imperial Act 14 and 15 Vic., cap. 63, under which they were appointed in 1853 by the Right Honorable Sir George Packington, then the Secretary of State for the Colonies, considers it, until the decision of Her Majesty's Imperial Government, his imperative duty to take exception to that part of the foregoing Report relating to the Line of Boundary traced along the River Patapedia, which River the majority of the Commissioners consider to be the River Mistouche of the award of the Arbitrators, and as best fulfilling the intent of the said award.

The undersigned thus dissents from his colleague Commissioners against the adoption of the said River Patapedia as part of the Boundary between the Provinces aforesaid, on the grounds and for the reasons set forth at the meeting of the Commissioners, and furthermore enumerated in the correspondence that has taken place on the subject of the difference of opinion between himself and the majority of the Commissioners, contained in the accompanying Appendix in letter, the purport and substance of which may be briefly stated as follows:—

1st. That the River Patapedia, called by lumbermen "Patapaja," or "Patapaga," is not mentioned or in any wise named or alluded to in the Act of Parliament above cited.

2ndly. That the River Mistouche in the award of the Arbitrators, and named Mistouche on the Map aforesaid, has its entrance into the River Ristigouche from the North, in the precise part of the Ristigouche represented on the said Map, situate above a remarkable bend of the Ristigouche, where Still Water Brook has its entrance on the South side of the Ristigouche, agreeing exactly in its geographical position with the said Map; and that this point of junction of the said River Mistouche or Mistouche, called by lumbermen "Tracy's Brook," with the said Ristigouche, forms the Eastern limit of the Province of New Brunswick on the said River Ristigouche, pursuant to the said Act of the Imperial Parliament.

3rdly. That the said River Mistouche or Mistouche, according to an exploration of its course by the undersigned and party, in canoes, for nearly fifteen miles, and following its source, was ascertained not to reach the 48th parallel by upwards of five miles, rendering it manifest that there was error of information before the majority of the Arbitrators in framing the said award.

4thly. That the River Patapedia, which derives its name from "Brulé" a Micmac, or Indian term, signifying "burnt land," borne out by the aspect of the country in the upper part of the River, has its mouth several miles to the Eastward and below this remarkable bend of the Ristigouche; and although the upper section of the said River, where it throws off a large branch on the West side, called Pollard's Brook, and resembles the delineation of the Boundary stream laid down on the said Map, still it differs in its most essential physical feature in regard to the position of the mouth of the Patapedia: the adoption of which River as the Boundary would cut off from Canada over $11\frac{1}{2}$ miles of frontage on the River Ristigouche now and heretofore in the possession of that Province.

5thly. That the said River Patapedia not being named in the award, if that stream were nevertheless truly the River intended by them to form part of the Provincial Boundary, in which case the West branch of that River, to accord with the delineation on the Map, should in strictness have been followed by the majority of the Commissioners, and not the East branch, the errors of description in the Act of Parliament are two-fold:—1st, In misnaming the Rivers intended as the Eastern limit of New Brunswick; and 2ndly, of delineation, in placing on the Map the mouth of the River intended as the limit aforesaid $11\frac{1}{2}$ miles higher up the stream of the Ristigouche than it really is.

6thly. That in either case, whether as regards the River Mistouche, called on the River by lumbermen "Tracy's Brook," and so distinguished on official and public Maps, or the River Patapedia, (familiarily called Patamaga.) The Plan referred to in the Act of Parliament, and which was evidently designed to serve as guide in ascertaining and defining the Line of Boundary agreeably to the intent of the said award, erroneously designates the position of the mouth of the River at its confluence with the Ristigouche.

7thly. That in the opinion of the undersigned, the Commissioners appointed under the Act of Parliament, or a majority of them, cannot take upon themselves to correct those errors, or with the evidence before them of such errors, as well in the designation and delineation of the Line of Boundary laid down as the terminus limit between the Provinces aforesaid, in the award of the Arbitrators, to determine upon a Line of Boundary different from the one pointed out in the Act, whilst the Act of Parliament itself contains no provision against the contingency of any disagreement, if more than one person were appointed, under the 1st section of that Statute.

8thly. That the indisputable fact of a "River Mistouche" discharging itself into the River Ristigouche, as the Map referred to distinctly points out, along which the red shade designates the intended Line of Boundary, fixes the limit between the Provinces named in the Act of Parliament on the Northerly Bank of the said River Ristigouche; and therefore to establish another limit, because the said River Mistouche, under the appellation of Tracy's Brook, is deemed an insignificant stream, or that it does not attain the 48th parallel of latitude, obviously, in the opinion of the undersigned, constitutes an encroachment on the territory of Canada, lying within the jurisdiction of Canada, until otherwise limited by Imperial Statute.

9thly. That the circumstances of applying the name of "Mistouche" to the River Patapedia, and the adoption of the latter River as the River of the intent of the award of the Arbitrators' Rivers, anciently as well as presently known as having separate entrances into the Ristigouche, and designated on official documents in both Provinces, with precision in that respect if not in their relative magnitude, cannot but tend to mislead the inhabitants of both Provinces, and give rise to litigation and disputes among lumbermen especially, until the Act of Parliament 14 & 15 Vic. cap. 63, be so amended as to remove all doubt as to

which of the Rivers aforesaid, under their respective acknowledged names, is hereafter to form the line of Boundary between Canada and New Brunswick.

10thly. That it appears evident upon perusal of the papers laid before the Imperial Parliament, relative to the settlement of the disputed Boundary between the Provinces of Canada and New Brunswick, it was not the intention of the Arbitrators in framing their award to include within New Brunswick any part of the Seigniorial grants of Lower Canada. That inasmuch as the Seigniority of Cloridon, situate on the River Ristigouche and forming part of the public domain of the Province of Canada, as having been acquired in 1784 by private purchase from the Heirs "Deneau," under the exercise of the "Droit de Retrait," vested in the Crown, has a frontage of eight leagues, perpendicular breadth, on the River Ristigouche, above the River Porepic, and would comprehend the River Patapedia in whole or in part within its limits, the adoption of that River as the River Mistouche of the award of the Arbitrators would trench upon the Seigniorial grant aforesaid, contrary to the intent of the award of the Arbitrators.

11th. That the undersigned, therefore, has the honor to report for the information of the Right Honorable the Secretary of State for the Colonies, and of the Executive Governments respectively of Canada and New Brunswick, that in November 1854, in the presence of (Mr. Fraser and Lazure Onellet) the undersigned, being at the large Iron Monument erected by the majority of the Commissioners, planted at the foot of the said monument, bearing the name of the undersigned Commissioner, a square post, on which he inscribed as follows:—

"This Monument, erected without my co-operation, to be a boundary when the "Queen's pleasure is known by Act of Parliament."

The undersigned, in referring to the Plans of the exploring Survey of the River Mistouche, hereunto annexed, takes occasion to respectfully call the attention of the Right Honorable Secretary of State to the subject of difference mentioned in the Report for such action thereon as Her Majesty's Government may please to direct.

(Signed,) JOS. BOUCHETTE.
H. M. Commissioner.

BOUNDARY OFFICE,
Quebec, 6th December, 1855.

B.

BOUNDARY OFFICE,
Quebec, 6th December, 1855.

Dear Sir,—We beg leave to acknowledge the receipt of your letter of yesterday, enclosing for our perusal the draught of the list of exceptions which you propose to attach to our general Report, in the event of your signing it.

In reply, we cannot but express our regret at perceiving that the difference of opinion between us on the subject of the Mistouche River is just as wide now as it ever has been since the commencement of the controversy, some fifteen months or more ago.

We had hoped, and indeed expected, from the assurances made to us on our arrival at Quebec, in the end of September last, that there would be no further difficulty opposed to the settlement of this vexed question, than probably a suggestion to amend the Act of Parliament by substituting the word Patapedia for that of Mistouche.

We are sorry to find it otherwise, and as, even in addition to the list of exceptions, you mention your intention not to sign certain of the sectional Plans nor the general Plan unless the word Mistouche be added to that of Tracy's Brook, and to send some other Plans besides of a River which has not been regularly surveyed; we beg to inform you that we cannot consent to your proposition.

One of the general Maps is now completed, and the other two will be ready for signature by the end of next week.

The fair draught of our general Report has been submitted to you and amended whenever suggested by you, in the hope that you might be able to join with us in signing it.

As it appears you cannot do so consistently with your convictions, we beg to acquaint you that as soon as the general Plans are ready it is our intention to sign them and to transmit them with our Reports, one to the Secretary of State for the Colonies, one to the Governor General of Canada, and the third to the Lieutenant Governor of New Brunswick.

Your suggestion that we should make a fresh set of Plans for ourselves, merely for the sake of your being able to add the one word "Mistouche" to those prepared, we deem to be quite unnecessary, tending to delay, and a useless expenditure of public money.

The Plans just finished have been made at the public expense, and are under the sole control of the Commissioners.

As forming the majority of that body we have to request that you will neither write yourself nor cause to be written on the said general Plans any thing without our previous sanction.

We remain, Dear Sir,
Yours very truly,

(Signed,) WM. ROBINSON,
Lt. Col. Royal Engineers, H.M. By. Com.

(Signed,) A. E. BOTSFORD,
H.M. By. Com.

Jos. BOUCHETTE, Esquire,
H. M. Commissioner.

(A true Copy.)

(Signed,) J. BOUCHETTE.

C.

BOUNDARY OFFICE,

7th December, 1855.

Memorandum for Lieutenant Colonel Robinson and Mr. Botsford:—

An idea has just struck me, viz., to insert no name over the River "contended" on the Map, but to give it a strong edge, and say in a reference:—

“The stream colored represents the River Mistouche or Tracy’s Brook, considered by the undersigned Commissioner to be the true Mistouche of the award of the Arbitrators, as located on the Ristigouche, respecting which he has taken exception in the joint Report referred to in the heading of this Map.”

(Signed,) JOS. BOUCHETTE,
Commissioner.

D.

MEMORANDUM, 8th December, 1855.

ULTIMATUM.

This Boundary Dispute is now more than 70 years old. Time to be concluded.

We are willing (unanimity being most desirable) to permit you, after signing the General Report, to add a sentence or two, to the effect that you consider it will be necessary to amend the Act of Parliament by substituting the word “Patapedia” for that of “Mistouche.”

We will then add the following, and sign it:—

“We have no objection to offer to the above suggestion.”

(Not Signed.)

E.

BOUNDARY OFFICE,

Quebec, 11th December, 1855.

Dear Sir,—In reply to your communication of the 8th instant, I beg leave to state, that in the Memorandum I left with you, suggesting a course which I thought might enable you to join your colleagues in signing the General Report and Plans of the Boundary, that there was in it nothing new or which had not been proposed by yourself at a former period.

In your letter to me of the 31st July, 1854, you yourself proposed to take the West branch of the Patapedia, called Pollard’s Brook, as the Boundary, from the point where it was intersected by the 48th parallel, thereby giving up the whole of the territory between the two Rivers, which you now state to be out of your power to concede.

This proposition was declined, because we deemed it inconsistent, and had not the power under the Act to substitute a branch of the main River.

Again, on the 10th August, 1854, you stated your opinion with a view to this or some other arrangements being carried out, that an amendment of the Imperial Act 14 and 15 Vic. cap. 68, was necessary to prevent litigation.

In some of your communications, you state the amount of territory between the two Rivers as 60,000 acres; it should be less than 40,000 acres of wild lands.

As the Act of Parliament points out clearly how the expenditure for the service is to be made, it is unnecessary for me to enter into the subject.

Believe me,

Yours very truly,

(Signed,) W. M. ROBINSON,
Lieutenant Colonel, Royal Engineers,
H. M. Commissioner of Boundary.

JOS. BOUCHETTE, Esquire,
H. M. Commissioner of Boundary.

F.

QUEBEC, 13th December, 1855.

MEMORANDA.

The undersigned having again perused the draught of the Report of the operations performed by the Commissioners in the demarcation of the line of Boundary between Canada and New Brunswick, with the proposed amendments in reference to their individual opinion as to which of the Rivers under discussion is the true "Mistouche" named in the Act of Parliament, 14 & 15 Vic. cap. 63, considers that there would appear to be no further necessity of a particular notice on the general Map to accompany the Report.

At the same time he deems it inseparable to his signing the Report or the Maps, that the grounds upon which he has and still differs from his colleague Commissioners in regard to the adoption of the River Patapedia for the Boundary as being the River intended in the award of the Arbitrators, which grounds are embodied in the list of exceptions taken by him to that part of the Report concerning the River Patapedia be recorded in the proceedings of the Commission, and referred to in the Appendix, together with the trace of the River Mistouche, called by lumbermen Tracy's Brook, annexed and referred to in those exceptions, also that he begs to suggest that at the foot of the Report itself, the following words be inserted:—

"That the undersigned, having taken exception to that part of the foregoing Report concerning the River Patapedia, adopted by the majority of the Commissioners as the River Mistouche of the award of the Arbitrators, entered in Appendix (—), he is of opinion that should be the Line of Boundary traced along the River Patapedia, by his colleague Commissioners, obtain the sanction of H. M. Imperial Government, there would nevertheless still appear to be an indispensable necessity to amend the Act of Parliament, to substitute the name of Patapedia to that of Mistouche, so as to avoid grounds for future disputes and litigation among the inhabitants of the frontier part of these Provinces."

(Signed,) JOS. BOUCHETTE,
H. M. Commissioner.

Lieutenant Colonel ROBINSON,
H. M. Commissioner.

G.

BOUNDARY OFFICE,

Quebec, 13th December, 1855.

My Dear Sir,—I beg to acknowledge the receipt of your communication of the 11th instant, in reference to the suggestion contained in your Memorandum, which you state contained nothing new or which had not been proposed by myself, referring to my letter of the 31st July last, in support of that allegation.

If you will have the goodness to read that letter again, you will find that you have omitted to notice the condition which I put upon the adoption of Pollard's Brook as the Boundary, viz.:—If the Patapedia be the River intended by the Arbitrators, their Map, designating the Line of Boundary, follows the Westerly branch of that River, whilst the Easterly branch runs towards the interior of the Seigniorie of "Cloridon;" and being still under the impression that the mistake which has taken place, either in the position of the River on the Map, or in naming the River intended by the Arbitrators, cannot be rectified by the Commissioners, until the error is adjusted by competent authority, I cannot take upon myself to "recommend" the adoption of another River, not named in the Act of Parliament, although I may consider that River would form, with the Westerly branch, a suitable Boundary between the Provinces.

It was in that spirit that I suggested to Mr. Botsford, at our temporary camp meeting at the mouth of the Patapedia, to repair to the Redwick River, and run thence along to the 48th parallel Eastward, to the first waters of the Ristigouche, and follow those waters to the Ristigouche; then we should have more effectually complied with the course of action prescribed in the description of the Boundary, viz., running from the meridional line Eastward "to the Mistouche," instead of fixing as it were premeditatedly or without previous enquiry on the premises upon a River having a name foreign to the Act of Parliament. Indeed, Mr. Botsford has been our pioneer in first placing his encampment up the Patapedia.

I am still of the same opinion I was when at your camp, on the Patapedia, that in view of some arrangements, if a unanimous Report could be arrived at, that an amendment of the Imperial Act was necessary to prevent litigation, in which you concurred with me.

But you have since thrown, by your decision at the Little Falls, the weight of the majority of the Commissioners on this point, against any such recommendation of an object which I have entertained hopes of being attained, in framing the General Report, instead of the absolute measure of defining the Line of Boundary by two Commissioners in lieu of three, as the Commission from the Right Honorable the Secretary of State directs under the Act of Parliament.

From these premises, I question much whether the line of Boundary as now marked, would be a legal Boundary between the Provinces, unless the three Commissioners concur in a unanimous Report to the Imperial Government.

In view, therefore, of obtaining unanimity, and not leave the question of Boundary still open to litigation between the Provinces, I have drawn up the herewith mentioned memorandum.

In reference to the area between the two Rivers under discussion, the quantum set down at 40,000 acres, is perhaps a little over, while the space of territory between the Patapedia and a due North line from the source of the Mistouche to intersect the 48th parallel, or in continuation of the course of the River due

North-west, the true area would not materially differ from the gross quantity I have mentioned.

Believe me, my dear Sir,
Yours very truly,

(Signed,) JOS. BOUCHETTE.

Lieutenant Colonel ROBINSON,
H. M. Commissioner.

H.

BOUNDARY OFFICE,

Quebec, 15th December, 1855.

My dear Sir,—I have received your communication of the 13th instant, with the memorandum enclosed, on the subject of signing the general Report and Plans.

I have read over again your letter of the 31st July, and it appears to me nothing can be plainer or stronger than the language in which you proposed to adopt at once Pollard's Brook as the Boundary, and suggesting the immediate removal of our Camp-stores up that stream, even adding that if your views were not concurred in in this respect your presence would not be required, and you would proceed to Quebec.

The same proposition was again alluded to in your note of the 10th August, 1854.

In the Map of the Arbitrators, the parallel of 48° is geographically carried to the main stream, and not stopped, as you conceived it to be, at Pollard's Brook, and in respect to the East branch, as you term it, running into the interior of the Seigniory of Cloridon.

I am not aware of there being any such Seigniory in existence. It was entirely extinguished in 1787.

I have submitted your letter of the 13th and the Memorandum to my colleague, Mr. Botsford.

We are of opinion that your proposition contained therein is quite inadmissible, and however much we regret not being able to bring our labors of the last three years, and a Boundary in dispute for the last 70 years, to a satisfactory termination, by a joint and unanimous Report, yet we must abide by our determination, as communicated to you in your letter of the 8th December, and accompanying Memorandum.

Believe me, my dear Sir,
Yours very truly,

(Signed,) WM. ROBINSON,
Lieutenant Colonel, Royal Engineers,
H. M. Commissioner of Boundary.

JOSEPH BOUCHETTE, Esquire,
H. M. Commissioner of Boundary.

I.

BOUNDARY OFFICE,

Quebec, 17th December, 1855.

My Dear Sir,—I beg to acknowledge the receipt of your communication of the 15th instant, conveying the opinion of Mr. Botsford and yourself in regard to the Memorandum inclosed to you in my letter of the 13th instant, that the proposition therein contained is quite inadmissible; however, that your regrets not being able to bring our labors of the last three years, and Boundary in dispute for the last 70 years, to a satisfactory termination, by a joint and unanimous Report.

I fully participate with Mr. Botsford and yourself in the expression of regret you convey. Permit me, at the same time, to remark, that the failure seems to resolve itself in a refusal on your part to admit the exception I have taken in signing the Report and Documents to be recorded with the proceedings of the Commission.

You certainly appear to dwell upon my communication of the 31st July, 1854, containing suggestions in respect to Pollard's Brook, which, indeed, if my colleagues had concurred in "at once," would have enabled us to prefer now a joint Report, under the circumstance of the mistakes admitted in both the Map and the letter of the award of the Arbitrators, such a Report of the facts ascertained from the actual Survey Eastward along the 48th parallel of latitude to the first waters of the Ristigouche, as would have met the approval of the Governments of Canada and New Brunswick. But those suggestions became nullified under my letter of the 10th August, after my visit to you at your camp at the Patapedia.

I now take leave to state, that the course of duty which now remains to me, is to report to the Secretary of State for the Colonies my dissent from part of the Report of my colleagues, and to transmit therewith copy of my exceptions, memorandum, and correspondence that have arisen out of the difference of opinion between us on the subject of the true Mistouche River of the award of the Arbitrators.

I avail myself of the present and last correspondence on the subject of the Mistouche to call your attention to the memorandum I communicated to Mr. Botsford, which I left with you under date 10th August last, in reference to the Islands in the Ristigouche lying North of the middle line down the stream of the River Ristigouche or intersected by that middle line, as it is important that a definite opinion should be given on the subject for the future action of the Executive Governments of Canada and New Brunswick in reference to the jurisdiction of those Islands. The matter seems to demand from us full and mature deliberation, in case of any difference of opinion as to the intentions of the Imperial Act in giving all the Islands in the Rivers forming the Boundary indicated on the Map to the Province of New Brunswick.

With the highest consideration,

I remain, my dear Sir,

Yours truly,

JOS. BOUCHETTE,
H. M. C.

Lieutenant Colonel ROBINSON, R.E.,
H. M. Boundary Commissioner.

K.

BOUNDARY OFFICE,

Quebec, 18th December, 1855.

My dear Sir,—In reply to your letter of yesterday's date, I beg leave to say, that our objection was not to your list of exceptions being recorded in our proceedings, but to them accompany and forming part of our final Report.

With reference to the Islands in the Rivers Mistouche and Ristigouche, my opinion is that the Boundary Line should follow the centre of the stream, and where Islands occur, follow the centre of the stream between them and the Canada shore.

By so doing the whole of the Islands will be included within the boundary of New Brunswick, and of course subject to her jurisdiction.

Believe me, my dear Sir,

Yours very truly,

(Signed,)

WM. ROBINSON,

Lt. Col. R. E., and H. M. C.

JOSEPH BOUCHETTE, Esquire,
H. M. Boundary Commissioner.

L.

Report upon the Survey of the River Mistouche and Ristigouche, as forming a part of the Boundary between Canada and New Brunswick.

QUEBEC, 15th May, 1854.

Sir,—Having received your instructions, bearing date 10th day of March last, authorizing a Survey of the River Mistouche and the Ristigouche, from its confluence with that stream at Campbellton (as forming a part of the Boundary between Canada and New Brunswick) to be made, I have the honor to inform you that I left Quebec on the 12th March, accompanied by Mr. F. X. Bois, as chain-bearer, and proceeded to Lake "Temiscouata," where I provided myself with such camping equipage, provisions, &c., as could be procured in the Boundary Commission Stores at that place; thence I proceeded to Edmonstown, Madawaska; and with the assistance of Mr. John Emmerton, I procured a surveying party of seven men, together with two extra men to assist in transporting the baggage and provisions across the Portage; and having completed the requisite outfit for the service, I finally left the Little Falls on the 20th of the month, passing by the Grand River and the lumber roads in that direction. I reached the upper waters of the Ristigouche, a few miles below the embouchure of the "Magan." I descended the former stream for two days' march, and on the 25th halted at an old lumber shanty, about one mile above the entrance of the River "Mistouche."

In the settlement at Madawaska, and in travelling the Portage from River St. John's, I had the opportunity of conversing with several Indians and Ristigouche

lumbermen well acquainted with the tributaries of the main Ristigouche, who all concur in naming the stream "Mistouche."

I therefore determined to begin the Survey here, and with that view I began adjusting my instruments for astronomical observations, the weather for several days proved very unpropitious, being continually overcast with clouds, and it was on the 29th instant before I obtained the requisite observations necessary to determine the latitude and true meridian; having done so, and found the variations of compass to be 20° West, and the latitude of my starting point to be $47^{\circ} 46' 45''$ North. I commenced scaling the Ristigouche North-easterly 81 chains to the mouth of a small River entering the former stream on the North side, and at 55 chains 56 links due North from the point of departure, this being the stream known as the "Mistouche" or "Mistouc," agreeing with the River "Mistouche" as marked upon the Boundary Line Map accompanying my instructions, and named in the award on the Boundary between Canada and New Brunswick.

I proceeded to scale it, which I succeeded in doing for one mile only, when it became all open and quite free from ice, rendering it impossible to continue without passing either through the woods on the bank or in the water, the season of the year making it quite impracticable to do the latter.

The River "Mistouche," or as it is pronounced by the native Indians "Mistoue," is likewise known by lumbermen, in the vicinity, as Tracy's Brook, it is situated in latitude $47^{\circ} 47' 20''$ North, bank at 10 miles 51 chains between the mouth of the "Redgwick," it is not more than 70 links wide, with a strong and even current, and appears to run for some distance in a North-westerly direction. I was informed it had been ascended by small tow Boats (a flat bottom description of vessel used by lumbermen for conveying their supplies of provisions, &c., into the interior for rests) from 5 to 6 miles, and that lumber had been driven down at some 10 or 12 miles further; by information obtained from an Indian Hunter (Jean Baptiste Thomas) well acquainted with this stream, it would appear that it is separated into three branches about six miles from its mouth, the left hand or Westerly one runs away West North-west, and takes its source near the Beaver Brook, a large branch of the Redgwick; the right hand or Easterly branch runs in a North-easterly course and heads near to Pollard's Brook, a large branch of the Patapedia.

The middle or Northerly branch would appear to run in the most direct course, as it is probably 15 or 16 miles in its whole length, all the waters of the three branches being enclosed within the arms of Pollard's Brook and Beaver Brook.

Finding I could not succeed in carrying out the principal object of the expedition, I determined to pursue the latter part of my instructions, namely, to survey the Ristigouche from the Redgwick to Campbellton, this I had a favorable opportunity of doing: the ice upon the main River being firm and good. I accordingly began at my first station and scaled up to the mouth of the Redgwick, a distance from the embouchure of the Mistouche, of 10 miles 52 chains. I was joined at this time (31st March) by Mr. Cunard Barbarie and two men, who continued with me throughout the remainder of the survey.

From the Mistouche I scaled the Ristigouche down to the Upsalquitch, a distance of 41 miles 16 chains, the whole distance from Redgwick being 51 miles 67 chains 75 links to a spruce tree on the East bank of the stream, where I closed the survey.

At 21 miles 58 chains from the Redgwick, I passed a large stream entering the Ristigouche from the North-west, known by the name of the Patapedia, and although the survey of it was not ordered in my last instructions, yet, having some extra provisions and the state of the ice being propitious, I thought it might be of advantage to the Commissioners in furthering their operations to obtain some definite information thereto. I accordingly made a rapid survey of it for

16½ miles, to within a short distance of the first fork known as Pollard's Brook, but owing to the bad state of the ice I could proceed no further—the River being nearly all open.

On my arrival at the River Upsalquich with my survey, the season being pretty far advanced—the 17th April—and fearing the ice on the Upper Ristigouche might break up and render it difficult to return with the baggage, instruments, &c. I therefore thought it advisable to abandon the further prosecution of the work towards Campbellton, and to return home. Accordingly, on the 17th April, I dismissed Mr. Barbarie and his two men, and started with the remainder of the party on the return homeward; the 22nd I reached Edmundston, where I was detained two days paying off the men, and settling the accounts with Mr. Emmerson; and on the 25th I again left Madawaska and encountering considerable difficulty in travelling, from the exceedingly bad state of the roads, I finally reached Quebec on the 30th April.

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

(Signed,) F. W. BLAICKLOCK,
Acting as Chief Surveyor for Canada.

M.

Quebec, 19th December, 1855.

Sir,—Since I had the honor of reporting, in my letter of yesterday, for the information of His Excellency the Governor General, my dissent from the Report of my colleague Commissioners on the subject of the River Mistouche, I beg leave to state, that from communications, under date 19th instant, received from Lieutenant Colonel Robinson and Mr. Botsford, in reply to a communication of the 18th instant, referring to a former Memorandum of mine relating to the Line of Boundary down the centre of the streams of the Rivers Mistouche and Ristigouche, forming the Boundary between Canada and New Brunswick, under the Act of Parliament 14 and 15 Vic. cap. 63. Another subject of difference, of no less importance, has arisen as to the course of the Line of Boundary laid down on the Map referred to in the award of the Arbitrators.

As the question of difference has arisen through the action of my colleague Commissioners, in altering the Sectional Plans prepared for signature from the lines laid down the centre of the River Ristigouche, according with my opinion of the mode of designating that portion of the Line of Boundary, to accompany the Report to Her Majesty's Imperial Government, laying down another line so as to comprise within New Brunswick all the waters that surround the numerous Islands near the entrance of the Ristigouche; and having objected to this proceeding, and as the subject will form matter for further deliberation among my colleague Commissioners, I will do myself the honor of acquainting His Excellency the Governor General with the result on my arrival at Toronto.

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

(Signed,) JOS. BOUCHETTE,
H. M. Commissioner.

Honorable GEO. ET. CARTIER,
Provincial Secretary.

No. 9.

Copy of Report of Lieutenant Colonel Robinson and the Honorable A. E. Botsford, Commissioners, to the Right Honorable the Secretary of State for the Colonies, with Appendices A, B, C, and D.

(DUPLICATE.)

QUEBEC, 18th December, 1855.

Sir,—We the undersigned Commissioners, appointed the 2nd August, 1852, by Her Majesty's Principal Secretary of State for the Colonies, under the authority given to him by the Imperial Act, 14 & 15 Vic. Reg. cap. 63, intituled, An Act for the settlement of the Boundary between the Provinces of Canada and New Brunswick, to ascertain, define, and mark the Boundary line between the said Province of New Brunswick, and between the said Province of Canada, according to the intent of the said award as mentioned in the said Act.

Having performed the duty entrusted to us, we beg leave to report our proceedings as follows:—

2. Agreeably to the instructions which we received from the Governor General of Canada, and Lieutenant Governor of New Brunswick, the Commissioners assembled for the first time at the Town of Woodstock, in the latter Province, on the 24th May, 1853.

3. During the preceding winter however they had by correspondence (their respective residences being widely separated, one in each Province, and the third in the Island of Newfoundland) agreed upon and ordered to be sent from England the Astronomical and other Instruments which they deemed necessary to the proper accomplishment of the service, and which could not be so well obtained on this side of the Atlantic.

The accompanying list, marked Appendix A, will show in detail what these were, to which were added two Chronometers and a superior Theodolite, obtained in Canada.

4. The Commissioners having duly considered, and having from the nature of their past duties been fully conversant with what had been done on the similar service, performed a few years previously, viz. :—that of tracing out and marking with proper monuments the Boundary between the British Provinces of North America and the United States, decided to follow, with some few modifications, the Plan adopted on that occasion.

The one service was in fact a continuation of the other, but not being of quite so important a nature it was deemed advisable to diminish the width of the line cut through the woods from 30 to 20 feet wide, and while using the same description of Iron Posts for Monuments, to diminish proportionally the number by nearly one-half.

5. At the time of meeting, the Instruments had not been received from England, but the Commissioners having for various reasons considered it best to ascertain and fix, in the first place, the Southern Boundary of the Piefs of Madawaska and Temiscouata, upon which so much of the rest of the line both East and West of it depended; proceeded at once to the River Madawaska, and established their first encampment close to the point where, in 1836, the crossing of the River by the Seignior line had been determined and marked by the Deputy Surveyor General of Lower Canada.

The Cedar Post marking the spot was found in its place, as left by him.

Beyond this only a partial and imperfect attempt to define this Southern Boundary of the Fief had been made by a local Surveyor.

6. The instruments from England were received in Camp on the 16th of June, the portable transit, and altitude and azimuth instruments were set up in position, and observations of the stars made for time and latitude.

The direction of the meridian was found, and the line due North-east and South-west, for the boundary of the Seigniory was laid off from it, in conformity with the law and custom of Canada in respect to Seigniories.

7. Parties of labourers, under qualified Surveyors, proceeded to cut out the line on each side of the River 20 feet wide.

The length of each line was measured off, two French leagues from the River's edge; and two important points of the boundary, as contained in the Act established, viz., the Southernmost point of the Fiefs Madawaska and Temiscouata, and the South-east angle of the same.

8. Whilst this was being done, observations of latitude continued to be made.

For these and many other details of execution and performance, which would necessarily encumber this Report, reference is requested to the Books and Documents in which they were entered and calculated, and will be lodged in the offices of the Surveyor Generals of the respective Provinces. They are marked as Appendix B to this Report.

9. When arrived at the South-east angle from which the meridional line Northwards was to be commenced, the requisite instruments were conveyed there; the direction of the meridian observed, and a due North point from the transit instrument set up at a convenient distance, to preserve the true direction.

A duly qualified Surveyor was left with a strong party of labourers to cut out this line.

One of the portable transit instruments was left with him, by which a superior theodolite in addition, he was enabled to continue the line due Northward; and it was afterwards tested and examined by the Commissioners, and found to have been correctly and well carried out.

10. The latter having seen this line properly commenced, then moved to Long Lake, and proceeded to establish the next important point in the Act at one mile due South from the Southernmost point of that Lake.

A site for a Camp was selected on the South border of the Lake, and observations made for latitude and direction of the meridian.

This one mile point, having been duly established, the next operation was to connect it on the East side by a straight line to join the Southernmost point of the Fief, as just before established by them; and on the West side by another straight line to the point A, at the outlet of the Lake Beau, as described in the Act.

Fortunately, this point was so well defined in the Plan accompanying the award of the Arbitrators, and on the ground so correctly correspondent with that Plan, that it was at once ascertained and fixed.

12. These two lines not being very long, though quite enough so as to prevent their termination being observed from any one point; and being impossible, in a country so broken and covered with the densest wood, to attempt anything like a Trigonometrical Survey, to ascertain their right direction or bearing from the one mile station. The Commissioners, as the easiest and quickest method, ran a trial line to each point, merely brushing out and cutting down whatever impeded the Surveyor keeping a straight course.

The direction at starting was derived from the most correct Maps and information in their possession at the time.

The true lines were then laid off by computation, and offsets from the trial lines.

The one mile point commanded the line to the Eastward for very nearly the whole of its course, and the line was kept straight by the directing instrument at that station. On the Western side intermediate stations for direction had to be taken up.

The first line to the Eastward proved to be, on measurement, 12 miles 297 feet; the other, to the Westward, 12 miles 1586 feet. Both lines were cut out 20 feet wide.

The meridional line was cut out this season to the extent of 21 miles.

14. By the time these operations were completed, snow and ice began to make their appearance, and warned the Commissioners that the season for working with any advantage was at an end.

In November, therefore, they dismissed their parties; and having, on their arrival at Quebec, reported themselves to the then acting Governor General of Canada, and made also a Report in triplicate of their progress, accompanied with a sketch, they adjourned for the winter to their respective residences.

15. During the season's operations no difficulties occurred which were not easily surmounted, except that arising from the difficulty of transporting provisions into the woods, wherewith to feed the several parties. A dry season, and the consequent failure of water in some one or more of the streams, rendered this both tedious and expensive.

16. Early in the spring of 1854, whilst the streams were still frozen, a Surveyor was sent, with a party, to make a Survey of the Mistouche River, and a portion of the Ristigouche River below its embouchure.

The Iron Monuments which had been ordered to be made at St. Johns, New Brunswick, 60 in number, of which 10 were made somewhat larger than the rest, for the purpose of marking more conspicuously the angular and important points of the Boundary, were, during the autumn and part of the winter, sent off to the nearest points of the Boundary Line to which they could be readily carried.

17. In the summer of 1854, the Commissioners, according to previous agreement, met on the Ristigouche River.

A difference of opinion here occurred between Mr. Bouchette and the other two Commissioners as to the true River Mistouche. Some correspondence ensued, copies of a portion of which accompany this Report, (Appendix C,) and will explain more in detail the cause of the difference.

18. It may, however, be briefly stated here that the Map or Plan accompanying the award of the Arbitrators, which had been compiled from the previously published Maps of the country and other documents furnished to the Royal Commissioners, was found not to agree correctly with the actual physical facts on the spot.

The difficulty occurred between two Rivers, the one marked Mistouche or Patapedia River on the general Plan accompanying this Report; the other, marked Tracy's Brook, a little to the West of it.

The two latter were the names by which these streams were familiarly known in the country.

19. Mr Bouchette was of opinion, from the information which he had collected, that Tracy's Brook was the true Mistouche, whilst the other two Commissioners were as strongly of opinion that the Patapedia was the true Mistouche of Geographers, and the one according to the intent of the award.

It will be seen on the Map that the stream claimed by him does not reach the 48th parallel, and therefore never could form the Boundary according to the Act

of Parliament, whilst the other, a much larger River, extended many miles beyond it, and its waters are those first cut by the parallel East of the River Redgwick.

The Chief Arbitrator assigned a special reason for the line being extended beyond this River.

20. Whilst this discussion was in progress, two of the Commissioners proceeded up the River, which they had selected as the Mistouche of the award, to establish the point where it would be intersected by the 48th parallel.

The other Commissioner went to explore the stream claimed by him to its Northern source.

The actual amount of territory involved in the question is admitted by all the Commissioners to be of inconsiderable value to either Province, being less than 40,000 acres of wild lands.

21. A favorable place for an encampment occurring on the bank of the River, about 21 miles up the stream from its mouth, and near, by estimation, to the required latitude. The transit and altitude instruments were set up, and observations continued to be made of stars, until the results of a great number of observations gave satisfactory proof that the position had been accurately determined.

22. The latitude of the station, by a mean of 72 observations of stars taken on different nights, when passing or close to the meridian, gave the latitude of the station $47^{\circ} 59' 32''$.

A due North line was cut out, and a distance equivalent to $28''$ of latitude measured off upon it.

The first point in the parallel was thus established.

The third Commissioner having returned from his exploration of the stream to the West, and ascertained that it did not extend to the parallel, made also his observations for the latitude, and having verified the correctness to his own satisfaction of the result obtained; the cutting out and marking the parallel was commenced.

Full details of this operation are given in the Documents forming Appendix B to this Report.

23. This having been commenced, one Commissioner, Lieutenant Colonel Robison, remained to superintend its execution, whilst the other two left for the purpose of forwarding other portions of the Boundary, viz., the tangent lines, and planting the Iron Monuments on such parts of the line as had been cut out during the preceding summer.

24. The difficult nature of the country, the overlapping of the streams rising from numerous hills, their being no continuous or connected ridges of highland, but every where an undulating and hilly country, covered with the densest forest, rendered the selection of these lines a work of much consideration and of previous exploration.

25. About two thirds of the parallel was completed this season, but a few miles only of the tangent lines were done, when the approach of winter, snow, and ice, rendered it impossible to continue the work either with safety or advantage, and in November the working parties were discharged, and the Commissioners, after making a Report of their season's progress, adjourned to their respective residences, when expenditure, on account of the Commission, ceased.

26. With a view to economy also, it is to be stated that this year the width of the cutting was reduced from 20 feet to 10 feet, or only so much as to admit of the lines being accurately ascertained.

The Iron Monuments were planted on the most conspicuous hills where the lines cross them, and the banks of the principal streams: they average a dis-

tance of about two miles apart, and will always serve to preserve the course of the boundary.

27. The Commissioners re-assembled at Quebec, on the 4th of June in the present year, and as soon after as the freshet in the River, caused by the melting of the snow in the woods, had subsided, they proceeded by the Rimouski River to resume and complete the tracing of and cutting out the 43th parallel, the North tangent line, the East and West tangent line, and the portion remaining incomplected of the meridional North line.

28. The remaining Iron Monuments were planted in their proper places, and the Boundary in the field having been ascertained, marked, and defined, the Commissioners, at the end of September, returned to Quebec.

29. Since which time they have been engaged in compiling and drawing, to accompany this Report—1st, A General Plan of part of Lower Canada and New Brunswick, showing the whole Boundary between these two Provinces; and 2ndly, 19 Sectional Plans, showing on a large scale the details of the Boundary, such as the position of the Monuments, the crossing of principal streams, mountains, &c.

The numbers, headings, and titles of these are detailed in the List Appendix D.

They comprise a length of Boundary of 174 $\frac{1}{2}$ miles, of which 103 $\frac{1}{2}$ from the point A, on Lake Beau to the intersection of the parallel with the River Mistouche, have been cut out through the woods. The remainder is River Boundary.

30. The Plans have all been made and signed in triplicate, with the view to one set being deposited in the Surveyor General's Office of each Province; and the third to accompany this Report to Her Majesty's Principal Secretary of State for the Colonies.

31. A duplicate of this Report will be forwarded at the same time with them to the Governor General of Canada, and a triplicate to the Lieutenant Governor of New Brunswick.

32. As soon as the accounts of the expenditure shall have been made up, the Commissioners will forward a statement of the amount.

33. Mr. Bouchette having refused to sign this, we, the undersigned, present it as our final Report, of having ascertained, defined, and marked, on the ground, the Boundary Line between the Provinces of New Brunswick and Canada, according to the intent of the award mentioned in the aforesaid Act of Parliament.

We have the honor to be, Sir,
Your obedient humble Servants,

A. E. BOTSFORD,
Commissioner of Boundary.

WM. ROBINSON,
Lieutenant Colonel, Royal Engineers,
Commissioner of Boundary.

The Right Honorable
H. M. Secretary of State
for the Colonies.

No. 9.—(Continued.)

A.

List of Instruments supplied for the use of the Canada and New Brunswick Boundary Commission. To accompany Report of Commissioners, dated 15th December, 1855.

FROM ENGLAND.

1. One 12-inch (both circles) Altitude and Azimuth instrument, with stand complete.
2. Two 30-inch portable Transit instruments, with iron stands.
3. One 7-inch Theodolite and two Telescopes and tripod stand.
4. One small Telescope, with portable stand.
5. A best Circumferenter with Telescope and tripod stand.
6. A best Azimuth Compass with tripod stand.
7. Four Mountain Barometers, Gay Lussa pattern.
8. Two Aneroids with Thermometers attached.
9. Two Pocket Levels.
10. Three Gunter's Chains, and two 100 feet Tape Measures.
11. Five Thermometers.
12. One set of Drawing Instruments and Ivory plotting scales, one 6 inch Protactor.
13. One 3-feet best Brass Pentagaph.
14. Books, viz., Nautical Almanacs, a copy of requisite Tables.

FROM CANADA.

15. One 7-inch Theodolite with Telescope, transit-mounted and tripod stand.
16. One mean-time Chronometer, by Farquhar, $\frac{2}{3}$, London.
17. One set Pearson's Arithmetical Tables, from the U. S.
18. One Sidereal Time Chronometer, by Hutton, No. 252, London.

W. R.,
Lt. Col. R. E.

A. E. B.

B.

List of Books connected with the Boundary between Canada and New Brunswick; alluded to in the Commissioners' Report, dated 18th December, 1855.

FOR CANADA.

- 1 Book containing Calculations of Latitude.
1 do containing Transits of Stars, &c.

FOR NEW BRUNSWICK.

- 1 Book containing Calculations of Latitude.
1 do containing Transits of Stars, &c.
10 Field Books containing Observations, &c.

W. R.
Lt. Col. R. E.
A. E. B.

C.—(No. 1.)

(Copy.)

PATAPEDIA, 4th July, 1854.

Dear Sir,—I reached the Mistouche this morning, *via* Grand River, and after camping at the mouth of that River I proceeded luther, having been informed at Chene's Settlement that you were encamped at the entrance of the River, and learnt from the man in charge of the Depot of Provisions that you had ascended the Patapedia with Boats, Stores, &c., and were encamped some 22 miles up the River, also that Major Robinson was daily expected from Campbellton, and would likely come up with the Tow-boat expected Friday next.

I can scarcely describe my disappointment at not meeting you previous to your starting up that River, which leads me to conclude that you assume it as the River Boundary between Canada and New Brunswick, which we have been appointed to ascertain and define, under the Act of Parliament 14 and 15 Vic. cap. 62, establishing the Boundary Line between Canada and New Brunswick.

It was not but until the 21st ultimo, that I was officially informed, by command of the Governor General, that the necessary funds should be supplied by the Department of Public Works to continue the Survey this year, whereupon I engaged, at River du Loup, the men from Mr. Blaiklock's Survey of the meridian line, limited to ten men, two chain-bearers, and cook, and provided myself at the Lake, and at Emerson's, four men and two canoes to carry me and my assistant to the Mistouche River, taking an Indian guide acquainted with the Ristigouche to point out that River, the only one of that name, tributary to the Ristigouche, mentioned in the award of the Arbitrators become law by the Imperial Act.

No such River as the Patapedia is named either in the Act of Parliament or on the Map of the Arbitrators, which Map I have; nor is that River mentioned

on the Map accompanying the Report of Major Robinson, Captain Henderson, and Attorney General J. Johnston, Commissioners appointed to inquire into the legal claims of Canada and New Brunswick to the territory in dispute between those Provinces, nor is it named in a Map of S. Sanders, Esquire, Surveyor General of New Brunswick, dedicated to Sir John Colebrooke, in 1842; but the River Mistouche or Mistoue is accurately shown on all those Maps as situated above Still Water Brook, and about seven miles below the Redgwick, being furthermore designated on the Surveyor General's Map as Tracy's Brook.

The River Mistouche, therefore, so situate, constitutes part of the Boundary Line between those Provinces, from the 48th parallel of latitude to its mouth on the Ristigouche; and it was in that view of the Act of Parliament that I prepared the instructions of Mr. Blaiklock, a copy of which I enclosed to you, and which you were pleased to approve.

Agreeably to these instructions he proceeded on the survey, and identified the River Mistouche, named in the Act of Parliament, which River he could only scale about $1\frac{1}{2}$ mile, it being open and the ice unsafe to proceed further up.

Mr. Blaiklock's Report of the River appears explicit, and leaves no room to doubt that it is the same intended in the award; he further reports having (without, however, instructions from me) scaled the Patapedia the distance of seventeen miles for the information of the Commissioners, sufficiently to manifest that the Patapedia and Mistouche are distinct Rivers.

You will judge yourself, upon perusal of the Report herewith enclosed to you, and I feel satisfied that any impression you entertain to the contrary as arising from less authentic sources, will be removed, and that you will admit the Mistouche, pointed out on the Map of the Arbitrators, and the other official documents, above enumerated (all of which, I have with me for your inspection), as the River intended in the Act of Parliament; which we are now to carry out, and hope with the unanimity that has marked our progress.

I have despatched Mr. Bois with the Indian guide to hand you this hurried letter, while I must return to my Camp at the Mistouche, where I will commence observations for latitude and time with the sextant and chronometer, the only instruments I have got with me. I may also fix the stations up the River until you and Major Robinson join me, to confer together on the subject of the Boundary.

I have left a letter with Smith, the store-keeper at the Patapedia, for Major Robinson when he arrives from Campbellton, and when we meet at the Mistouche I will take occasion to communicate to you further details connected with the public service.

With the highest consideration,

I remain, my dear Sir,

Your very sincerely,

(Signed,) JOS. BOUCHETTE.

Honorable A. E. Botsford,
Commissioner for New Brunswick.

C.—(No. 2.)

(Copy.)

Dear Sir,—Mr. Bois this moment handed me your letter of the 4th instant. I regret exceedingly that the Commissioners could not have met at Campbellton, previous to any arrangement having been made as to the formation of the depots on this portion of the Boundary service. When, however, I found that Major Robinson intended to proceed to Fredericton before he came on, and would in consequence be delayed, I deemed it advisable, as the water was getting low in the Rivers, to have a depot established on the Mistouche, at the intersection of the 48th parallel; and ascertaining that "Tracy's Brook" was overlapped by branches from this River and the Redgwick, I was of opinion that that stream could not be the River designated as the Mistouche by the Arbitrators, and this opinion is confirmed by an examination of the Map attached to the award of the Arbitrators, which lays down the Mistouche as the only large tributary of the Ristigouche between the Redgwick and Metapedia Rivers, and as containing Islands. Now, it is a geographical fact, that this River is the only principal one which answers to that description, and that Tracy's Brook is but a small stream, and is not navigable at the 48th parallel, even if its sources should extend as far. As satisfied as I am that this River is the true Mistouche designated in the Act of the Imperial Parliament, I should not have gone to the expense of making a depot of provisions at the intersection of the 48th parallel of latitude without consultation, with or without having the opinion of Major Robinson on the subject.

After the Major's arrival at Halifax, finding he would be late in meeting us at Campbellton, he wrote to me suggesting the course I have adopted, and requesting me to inform you of what his opinion was as to the River designated as the Mistouche, as he supposed you would be at Campbellton at the same time.

When I left the latter place to ascend the Ristigouche River, I fully expected to meet you on your way down; but when I arrived at the mouth of this River, I was disappointed at not meeting you; and on enquiring of some Indians, who had come down from the Redgwick, I found you had not arrived there at that time, as I had employed men with a scow and horses at considerable expense by the day; and as the water was getting low in the Rivers, I decided, for the reasons I have previously urged, to have the stores forwarded up this River.

I trust you will not imagine that there was any want of courtesy towards you in the course I have adopted in the difficult position in which I was placed; and however we may differ in opinion upon any of the points submitted for our decision, I feel satisfied it cannot interrupt the cordial feeling which has hitherto existed between the Commissioners. I beg to suggest that you and I should meet Major Robinson at Simon Colleck's on Saturday afternoon, as the most convenient place of rendezvous for consultation. For that purpose I shall leave this on Saturday morning.

I have been taking some observations, and find that I am a little to the Southward of the 48th parallel; but as the night bids fair to be favorable, I shall be enabled to speak more certain on the subject. I have no doubt but that Major Robinson will arrive on or before Saturday.

Hoping to have the pleasure of seeing you soon,

I remain,

(Signed,) A. E. BOTSFORD.

Jos. BOUCHETTE, Esquire,
Boundary Commissioner.

C.—(No. 3.)

(Extract.)

QUEBEC, 7th September, 1854.

My dear Sir,—I take occasion of the first mail leaving this for Campbellton to enclose you copy of the Attorney General's written opinion on the subject of the Mistouche, with copy of my letter to him communicating the circumstances of the existing difference between us, relative to that River and the Patapedia.

(Signed,) JOS. BOUCHETTE.

Major WM. ROBINSON, R. E.,
&c., &c., &c.

BOUNDARY LINE SERVICE,
Quebec, 20th August, 1854.

Sir,—A difference of no inconsiderable importance having arisen between the Commissioners appointed under the Imperial Act 14th and 15th Vic., cap. 63, to trace and mark the line of Boundary between the Provinces of Canada and New Brunswick, agreeably to the award of the Arbitrators, referred to in the said Act, which appears to me to resolve itself into a question of law. I take occasion of my being at Quebec, for the purpose of placing in course of preparation the Maps to accompany the Report of the Commissioners to Her Majesty's Government and the Governments of Canada and New Brunswick, to have the honor of submitting to you, as Her Majesty's Attorney General for Lower Canada, the following particulars of the difference above alluded to, and to respectfully solicit your opinion on the subject which will serve to remove any apparent obstacle to an amicable adjustment of the Line of Boundary between these Provinces, agreeably to the intent of the Act above cited, and in accordance to the following extract of the award of the Arbitrators:—

“Thence along this meridional line to the 48th parallel of latitude: thence along that parallel to the Mistouche River: and thence down the centre of the stream of that River to the Ristigouche: thence down the centre of the stream of the Ristigouche to its mouth in the Bay of Chaleurs.”

New Brunswick would be bounded on the East by the River called “Mistouche,” from the 48th parallel to the River Ristigouche, in the manner described on the Map accompanying the said award, and referred to in the first article of the said Imperial Act, representing the mouth of the Mistouche River to be situate about $2\frac{1}{2}$ miles above Still Water Brook, discharging on the Northerly side of the Ristigouche.

The River Mistouche explored by the undersigned does not, however, attain the 48th parallel, its source only reaching $42^{\circ} 54' 30''$, and therefore would fail intersecting by a line running East from meridian line along the said 48th parallel of latitude; but the line does intersect further East another River called by the Indians, and well known as the River Patapediac, or by lumbermen called Patamaga, discharging into the River Ristigouche about $11\frac{1}{2}$ miles below the mouth of the Mistouche River. This River the Commissioner for New Brunswick, the Honorable A. E. Botsford, considers to be the River intended by the Act of Parliament as the Boundary between Canada and New Brunswick, which the third Commissioner, Wm. Robinson, Esquire, Major Royal Engineers, appears to confirm, for the reason that from the superior width it appears to be the

River intended by the Arbitrators,—a River which should be intersected by the 48th parallel; and that the Map of the Arbitrators is erroneous in placing its mouth above Still Water Brook, whereas the Mistouche River, otherwise called “Tracy’s Brook,” is a smaller stream, which does not fulfil the conditions prescribed in the Act of Parliament, besides that the said River Patapediac on Well’s Map is called the Mistouche River, from the name of the Lake from which it takes its source.

The above views, no doubt, offer strong grounds for its adoption as the Boundary stream; and there is no other River short of the Redgwick River on the West, or the Metapediac on the East, that presents the same advantage; nevertheless, the River thus assumed as the Boundary is not the River Mistouche named in the award, but is truly a different and distinct River.

That there may have been a mistake or error of information on the part of the Arbitrators in naming the River, even admitting it as probable, the circumstance nevertheless involves some 60,000 acres against Canada, part of which may be found to interfere with the Seigniorship of Cloridon, belonging to the Crown, by “Droit de Retrait,” whilst, on the other hand, questions of jurisdiction between the Provinces of New Brunswick and Canada, as regarding the River Patapediac as the assumed Boundary, may arise, calling into doubt the validity of such assumption by the Commissioners, or a majority of them, in deviating from the absolute letter of the Act of Parliament, unless some Act by the Imperial Parliament declared it to be the Boundary between the said Provinces.

From the above-stated premises, which I have further illustrated on the accompanying sketch, you will at once appreciate the reason of my addressing you as the highest legal opinion I can appeal to under the existing state of things.

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

(Signed,) JOS. BOUCHETTE,
Commissioner for Canada.

The Honorable L. T. DRUMMOND,
H. M. Attorney General.

C.—(No. 4.)

(Copy.)

CAMP NEAR REDGWICK RIVER,

October 12th, 1854.

Dear Sir,—I beg leave to acknowledge the receipt of your communication, dated Quebec, September 7th, 1854, forwarding me the copy of a letter which you had addressed to the Honorable the Attorney General for Lower Canada, on the subject of the difference of opinion which has arisen between yourself and the other two Commissioners of Boundary, as to the true Mistouche River, together with the copy of the opinion given by him in reply.

I need not explain to you the cause of the delay in my receiving this letter with its enclosures, because you yourself became the bearer of it to this place from the Post Office, to which it had been mis-sent, and where it had been waiting for an opportunity to be forwarded to me.

As without the sketch which accompanied your letter to the Attorney General a full understanding of the case submitted to him cannot well be arrived at, I beg leave to request from you a copy of it.

In the mean time, I take this opportunity of stating in reference to that part of your letter which refers to me individually, that my opinion as to the River struck by the parallel of 48°, which has been fixed upon and marked by the majority of the Commissioners as being the true River Mistouche of the Arbitrators, and of the Map accompanying their award, is founded not only upon magnitude (length of course and breadth of stream as well as eligibility), but also upon the official Maps drawn up in the Offices of the Surveyor Generals both of Canada and New Brunswick, which were transmitted from the Colonial Office in London for the information of the Commissioners appointed in 1846 by Her Majesty's Government, to report upon the disputed Boundary, and made use of by them in the compilation of their Map, upon which the Arbitrators, in London, made their award.

Both these Maps agree in representing one large River, and one only situated between the Redgwick and Matapedia Rivers, as extending to the 48th parallel, having its source in the highlands overlooking the St. Lawrence and discharging its waters into the Ristigouche River on the North side.

Both Maps agree in giving it the same name of Mistoue, but they do not agree as to the point where it enters the Ristigouche: the Map of New Brunswick placing it much further to the Eastward than that of Canada does.

A Map of Canada, published in 1843, by James Wyld, the well known Geographer in London, gives the same River with the same name of Mistoue, and makes it enter the River Ristigouche in the same manner and same place as shown on the Map of the Arbitrators.

Another Official Map, published at Washington in 1843, and compiled by Officers of the United States Corps of Topographical Engineers, from exploratory surveys made by them in the highlands, give the same point of entrance, but call it "Matamaja" River, which is an approach to Patapedia or Patapaja of the lumbermen, who, together with the Indians, are, with rare exceptions, the sole visitors of these Rivers, and often change the old names given by the Indians to others better suited to themselves.

This point of discharge, however, as shown by these two Maps, and others might be quoted, but it is unnecessary, because it is now known that in this particular they are incorrect, and the entrance into the Ristigouche should be placed more to the Eastward than shown on the Map of the Arbitrators; but the difference caused thereby would be so unimportant, and on the Map, on the scale to which it was drawn, would appear so small that it is highly improbable it could have affected their selection.

Having, for certain reasons specified in their Report, determined to carry the Boundary East of the Redgwick, they selected the next River struck by the parallel of 48°.

The unforeseen choice of this tributary River as the Boundary has given it an importance which it did not then possess, and would not otherwise have attained. I have little doubt, but I have not the means of reference by me, that most of the best Maps published in Canada agree generally as to this stream—its size and its name, but differing from each other in some of the details as to its rise, course, and discharge.

But these discrepancies do not extinguish the name and the actuality of the River itself.

Nor can the single instance in one Map which you possess, which applies the words "Tracy's Brook," or "Mistoue" River to a comparatively insignificant

stream, so small as not to have been mentioned by name in any of the documents before quoted, be deemed sufficient to overturn the name of the River applied to it by so many other authorities, and thereby defeat the undoubted intentions of the authorities.

These differences are merely the errors of the compilers, arising from want of proper Surveys.

Until this year, I believe, no Survey was ever made of the River Mistoue, and that was done by our parties, not from the mouth to its source, but to a few miles only beyond the point where the 48th parallel strikes it.

The Honorable the Attorney General says, the names of the River must be taken from the Plan annexed to the award of the Arbitrators, and specially mentioned in the Imperial Act.

Now, the small stream known as "Tracy's Brook" is not set down at all on that Map. I consider therefore that the Commissioner for New Brunswick and myself have fixed upon the true River Mistouche of the Map and of the intentions of the Arbitrators, notwithstanding that the River is now generally called on the spot Patapedia River or Patapaga.

I should make this letter too long were I to pursue the subject further at present. I defer doing so, until I have an opportunity of conferring with our colleague, Mr. Botsford.

Believe me, Sir,
Yours, &c., &c.,

(Signed,) WM. ROBINSON,
Major Royal Engineers,
H. M. Commissioner of Boundary.

C.—(No. 5.)

(Copy.)

SEIGNIORY OF MADAWASKA,
November 8th, 1854.

Dear Sir,—On my arrival at Edmunston, on the 5th instant, from Frederickton, Major Robinson handed me a copy of your communication to the Honorable Attorney General Drummond, dated 30th August, on the subject of the Mistouche, accompanied by his reply.

Had I received these documents at an earlier day, I should have written to you before.

I now feel it my duty to object to the manner in which you stated the case to obtain the Attorney General's opinion, and at the same time to set forth a few of the reasons which influenced me in coming to the decision I did in the matter, and to which you still seem to dissent.

I cannot agree with you that the selection of the River designated in the award of the Arbitrators as the "Mistouche" is a question of Law, requiring the legal opinion of the Law Officers of the Crown; it is simply a question of fact, which the Commissioners alone are empowered to decide.

The sketch which accompanied and illustrated your letter to the Attorney General, Mr. Drummond, is calculated, in my opinion, to give a very erroneous impression as to the intentions of the Arbitrators, inasmuch as you have traced on

it two Rivers, calling one the "Mistouche" and the other the "Patapediac;" thus, in fact, deciding the whole question at issue, and assuming that the other two Commissioners are wrong in their decision, while on the original Map of the Arbitrators annexed to their award there is but one River laid down between the Redgwick and the Metapediac Rivers, and that one extending beyond the 48th parallel.

I assume it to be a correct position, where doubts exist as to the true meaning of a document, that we should refer to the authorities which were before, and it is reasonable to suppose, influenced the Arbitrators in the performance of their duty.

With this view, I refer you to the following official Maps, containing, as they do, conclusive proof as to the true River Mistouche intended by the Arbitrators:—

No. 1.—A Map of Canada, published in 1843, by James Wyld, London.

No. 2.—A Map compiled by A. Wells, Esquire, when appointed Commissioner for Canada, to adjust the Boundary between it and New Brunswick, which lays down the River "Mistoue," in every particular, the same as that called the "Patapediac," in your sketch prepared for Mr. Attorney General Drummond.

No. 3.—Map by A. Wells, comprehending the territory adjacent to the unsettled Boundary between the Provinces, including also the Ristigouche River drawn from actual Surveys.

This Map traces the River which Major Robinson and myself have fixed on as the Mistouche of the award in the most accurate manner, and designates it as the "Mistoue;" Tracy's Brook is correctly laid down as a small stream, but is too insignificant to be named by him.

No. 4.—A Map of New Brunswick and territory in dispute between it and Canada, prepared under the direction of the Honorable Thomas Bailie, Surveyor General and Commissioner of Crown Lands in 1843, who was also appointed Commissioner on the part of New Brunswick to settle the Boundary between these Provinces.

This Map agrees with Mr. Well's in having but one River drawn between the Redgwick and the Metapediac, called the Mistoue, and which is made to join the Ristigouche River some miles to the Eastward of Still Water Brook.

No. 5.—A Map showing the various proposals for the adjustment of the territory in dispute between Canada and New Brunswick, prepared by Mr. Sirronsmith, 12th September, 1845.

This Map also shows but one River between the Redgwick and the Matapediac, which is called the Mistouche. It is represented as taking its rise in a Lake Mistoue, and its course, as well as that of its tributary, "Pollard's Brook," are correctly laid down, which clearly identifies this River as the same as that called by the lumbermen "Patamaja;" the only error seems to be that its entrance into the Ristigouche River is represented as being farther to the West than is found to be the case upon a more accurate survey.

It is not, however, very extraordinary that in a wilderness country, not yet properly surveyed, maps should differ from each other as to some of the details, as to rise, course, and discharge of its rivers.

But these discrepancies cannot extinguish the name and the actuality of the River itself.

I am informed that all these maps to which I have referred, with the exception of that by Wyld, were officially transmitted from the Colonial Office for the information of the Commissioners, appointed, in 1846, by Her Majesty's Government, to report upon the disputed Boundary, and made use of by them in the compilation of their map, upon which the Arbitrators in London based their award.

All these maps, together with the map annexed to the award of the Arbitrators, agree in representing but one large River, designated as the Mistoue and Mistouche, between the Redgwick and Matapediac Rivers, having its rise in a Lake named, even in your own Map of Canada, Mistoue.

I believe it will not be disputed that there is in fact but one large River between the Redgwick and the Matapediac Rivers, extending North to the 48th parallel. It is equally certain that it was the intention of the Arbitrators to select a tributary of the Ristigouche River as a portion of the Boundary between the Provinces, which would be intersected by the prolongation of the 48th parallel from the Redgwick River.

The appointment and powers of the Commissioners under the Imperial Act 14 and 15 Vic. cap. 63, and the manner in which they should carry out the award, are thus defined :—

“ It shall be lawful for one of Her Majesty’s Principal Secretaries of State to appoint such person or persons as he may think fit, to ascertain, define, and mark the Boundary Line between the said Province of New Brunswick and the Province of Canada, according to the intent of the said award.”

I confess I cannot see any force in the argument, that because this River has been indifferently called at various times the “ Patabediac,” the “ Patapaqun,” and “ Matamajan,” it cannot therefore be the Mistoue or Mistouche of the Arbitrators, though so termed in all the official authorities to which I have previously adverted.

“ Mr. Attorney General Drummond, in his opinion, states that the names of the Rivers must be taken from the Plan annexed to the award of the Arbitrators, and specially mentioned in the Imperial Act.”

Admitting this opinion to be the criterion by which the Commissioners should be governed in the performance of the responsible duties devolving upon them, I humbly contend that in selecting the “ Mistouche,” Major Robinson and myself have strictly adhered to it, for the following reasons, viz. :—

1st. The small stream known as Tracy’s Brook, which you assume to be the Mistouche of the award, is not even set down on the Map of the Arbitrators, and does not extend to the 48th parallel; nor is this Brook noticed in any of the official documents, which must have been before the Arbitrators, except in Mr. Well’s Map, No. 3, where it is laid down, but not deemed of sufficient importance to be named; while the “ Mistoue ” is distinctly defined, and occupies upon the face of the Map the exact spot, and is the identical River called by the lumbermen “ Patapjaw.”

2nd. By the Map annexed to the award, it is evident that the Arbitrators selected the only River between the Redgwick and the Matapediac Rivers, which extended as far North as the 48th parallel, which, upon reference to the official Maps before them, they found to be called the “ Mistoue ” or “ Mistouche.”

3rd. The River fixed upon by the majority of the Commissioners is identical with the River laid down both in Mr. Wells and Mr. Bailie’s Maps (previously referred to as Nos. 2, 3, and 4), and named by both the “ Mistoue,” and having its entrance into the Ristigouche River to the Eastward of Still Water Brook.

Now when it is considered that these Maps were drawn up in the offices of the Surveyor Generals of Canada and New Brunswick, prepared under the supervision (and it may be presumed compiled from the most authentic sources) of the two gentlemen selected for their knowledge of the subject, to adjust the Boundary in dispute between Canada and New Brunswick, I submit they are the best authority that the case admits of.

In arriving at the conclusion I have, as to what River should be established as the true Mistouche of the award, not been influenced by any unworthy mo-

tives of obtaining additional territory for New Brunswick, to which she is not justly entitled under the award, and I frankly admit, however strong an opinion I may have formed on this subject, and however much I might have regretted it, still I should have felt it to be my duty to have bowed to Major Robinson's decision had it been averse to mine, well knowing that my Government is anxious to have this long pending and difficult question finally adjusted, without the necessity of a further reference to them.

I have only to add, that I cannot admit that the majority of the Commissioners have deviated from the absolute letter of the Act of Parliament, and in the discharge of this troublesome part of our duty, as well as in every other portion, we have, I conceive, fulfilled it to the letter, though we have been so unfortunate as to differ from you on this point, which I can assure you is the cause of much regret to.

Yours, &c., &c.,

(Signed,) A. E. BOTSFORD,
Boundary Commissioner for N. B.

JOS. BOUCHETTE, Esquire,
H. M. Commissioner of Boundary,
&c., &c., &c.

D.

List of Sectional Plans.

One set forwarded to Her Majesty's Principal Secretary of State for the Colonies.

A second set to the Government of Canada.

A third set to the Government of New Brunswick.

SECTION No. 1.

From Point, at the outlet of Pech-la-wee-kaa-co-nies or Lake Beau, marked A, in plan of award, to point one mile due South from the Southern-most point of Long Lake.

SECTION No. 2.

Straight line connecting point, one mile due South from the Southern-most point of Long Lake, with the Southern-most point of Fief Madawaska and Lake Temiscouata.

SECTION No. 3.

From the Southern-most point of the Fief Madawaska and Lake Temiscouata to the River Madawaska.

SECTION No. 4.

Continuation of South-eastern Boundary of Fief Madawaska and Lake Temiscouata to the South-east angle of the Seigniory.

SECTION No. 5.

Meridional Line Northwards, from the South-east angle of the Seigniori, continued from $10\frac{1}{4}$ miles.

SECTION No. 6.

Meridional Line Northwards, from the South-east angle of the Seigniori, continued from $10\frac{1}{4}$ miles to 21 miles.

SECTION No. 7.

Meridional Line Northwards, from the South-east angle of Seigniori, continued for 21 miles, till it reaches the line running East and West, and Tangent to the height of land dividing the waters flowing into the River Rimouski from those tributary to the St. John.

SECTION No. 8.

Line running East and West and Tangent to the height of land dividing the waters flowing into the River Rimouski from those tributary to the St. John.

SECTION No. 9.

Meridional Line Northwards to the 48th Parallel of Latitude.

SECTION No. 10.

48th Parallel of Latitude, from the Meridional Tangent Line towards the Mistouche River, as far as the River Redgwick.

SECTION No. 11.

48th Parallel of Latitude, from the Meridional Tangent Line towards the Mistouche River, continued from the Redgwick River to the crossing of the North Line to the St. Croix Monument.

SECTION No. 12.

48th Parallel of Latitude, from the Meridional Line towards the Mistouche River, continued from the crossing of the North Line and from the St. Croix Monument, to its termination at the Mistouche River.

SECTION No. 13.

The Mistouche River, Southwards from the intersection, by the 48th Parallel, towards the Ristigouche River.

SECTION No. 14.

The River Mistouche continued towards the Ristigouche.

SECTION No. 15.

The River Mistouche continued to the Ristigouche, to Cross Point.

SECTION No. 16.

The River Ristigouche continued from Cross Point.

SECTION No. 17.

The River Ristigouche continued to Upsalquitch River.

SECTION No. 18.

The River Ristigouche continued.

SECTION No. 19.

The River Ristigouche continued to Completon.

W. R.

Lt. Col. R.E.

A. E. B.

BOUNDARY OFFICE,

Quebec, 22nd December, 1855.

Sir,—I have the honor, in connection with my letter, under date 19th instant, stating for the information of His Excellency the Governor General, that I had dissented from my colleague Commissioners appointed to ascertain and define the Boundary Line between Canada and New Brunswick in regard to the manner of their reporting the Line of Boundary down the River Patapedia, adopted by them as the Ristigouche, to Dalhousie, as the Boundary between those Provinces, intended under the Imperial Act 14 and 15 Vic., cap. 63, to transmit you, herewith enclosed, copy of the correspondence that has taken place between us on the subject of those Islands, together with copy of the Memorandum under date 10th of August last, therein referred to.

I have the honor to be, Sir,

Your obedient humble Servant,

JOS. BOUCHEMTE,

H. M. Commissioner.

The Honorable GEO. E. CARTIER,
Provincial Secretary.

BOUNDARY OFFICE,

Quebec, 18th December, 1855.

Sir,—We have the honor to report to you, for the information of His Excellency the Governor General of Canada and the British Provinces, that we have this day made a final Report, accompanied with Plans, of our having ascertained, defined, and marked on the ground the Boundary Line between the Province of Canada and the Province of New Brunswick, according to the intent of the award in the Act of Parliament 14 and 15 Vic., cap. 63.

We have to express our regret that, as will be seen from the enclosed corres-

pondence, our colleague, Mr. Bouchette, has declined to add his signature to those documents. He will, we have reason to believe, make his own Report.

We have the honor to be, Sir,
Your obedient humble Servants,

WM. ROBINSON,
Lt. Col. R. Engineers,
Commissioner of Boundary.

A. E. BOTSFORD,
Commissioner of Boundary.

The Honorable G. E. CARTIER,
Secretary for Canada,
&c., &c., &c.

No. 10.

REPORT of the Honorable Joseph Cauchon, Commissioner of Crown Lands, upon the question in dispute between the Commissioners appointed by the Imperial Government to mark the Boundary Line between Canada and New Brunswick.

The undersigned has the honor to report, on the question in dispute between the Commissioners appointed to run the Boundary Line between Canada and New Brunswick, under the Act of the Imperial Parliament, 14 & 15 Vic. cap. 63.

In order to abbreviate as much as possible, it may be as well to observe at the outset, that the Imperial Act, based upon imperfect information is, in itself, imperfectly irreconcilable in its delineation of the Line of Boundary, with the local features of the Country, and therefore requires an amendment to render its application practicable.

Under these circumstances the differences between the Commissioners become of little consequence, further than they serve to illustrate the facts, that the production of a Boundary, in strict accordance with the meaning of the Act, is impracticable; the supposition that they have power, either by a majority or unanimity, to draw any part of the Boundary contrary to the Act, or to supply any defect in the Act, by creating a Boundary at any point where the Act has failed to provide one, being altogether inadmissible.

The question at issue simply is, that the Imperial Act, at a particular point prescribes the 48th parallel as the Boundary to its intersection with the River Mistouche, and the River Mistouche as the Boundary to its junction with the Ristigouche River; but as the 48th parallel passes beyond the source of the Mistouche, it cannot intersect it, and hence the difficulty. Accordingly, two of the Commissioners, Major Robinson and Mr. Botsford, actuated, no doubt, by a sincere desire to find a practical solution of the question in conformity with the Act, have adopted the next River to the Eastward which the 48th parallel does intersect, and which they conceive meets the requirements of the Act, call it the "Mistouche of the award," and proceed to argue that it is in fact the Mistouche, although they might as well have adopted the next River to the Westward,

which equally complies with the condition of intersection with the 48th parallel. But as this only meets the requirements of the Act in one particular, while in one still more peremptory it fails in conforming thereto, it becomes necessary to glance at the grounds on which their position is based.

The Ristigouche is a River of great magnitude and importance, of which complete surveys seem to have been made at an early period, as appears from the similarity, or rather sameness, of configuration, in all the published maps pretending to any accuracy in detail in that part of the Country, agreeing in this with recent surveys also.

By reference to any or all such Maps, three distinctive features will at once present themselves in the configuration of the River between the Upsalquitch, on the East, and the Redgwick, on the West, which it is impossible to confound with each other in any of the Maps, as the respective features on a man's face. The first is a sharp bend to the Northward, at about 23 to 24 miles (by the course of the River,) above the Upsalquitch. The bend is called "Cross Point" on a recent Map, but the name does not appear on any of the other Maps. It will be convenient for reference however, so to designate it for the moment, premising that it is not to be confounded with Cross Point, in the Township of Ristigouche. The second is a bend to the Southward about 37 to 38 miles (by the course of the River,) above the Upsalquitch, at which bend a stream enters from the Southward, called "Still Water"; and the third is a bend to the Northward immediately above the second, and over 40 miles, (by the course of the River,) above the Upsalquitch, at which a stream enters from the Northward, called, on all the Maps which profess to delineate the details of that part of the Country, the Mistouche or Mistoue.

There is a River called the Patapedia, which, with reference to the three marked features referred to, enters the Ristigouche from the North below "Still Water" bend, and above Cross Point bend, (but nearer the latter,) viz: about 29 miles, (by the course of the River,) above the Upsalquitch, which Commissioners Robinson and Botsford designate the "Mistouche of the award," for the following reasons:—First, that the award of the Arbitrators on which the Act is based, implied a River intersected by the 48th parallel, and that there is but one such River between the Redgwick and the Matapedia, which the Arbitrators, (having determined to carry "the Boundary East of the Redgwick,") selected.

Now there is not one word in the Imperial Statute (or the award which constitutes a part of it) to shew that the Boundary must be carried to the East of the Redgwick, except that it must go to the Mistouche; neither is there one word to say that it shall go to any "next River," but simply to the Mistouche. There is no more authority, therefore, to carry it East of the Mistouche than there is for stopping to the West of it, at the Redgwick. The only recognizable authority that carries it East of the Redgwick is the Map incorporated with the Statute, and the same authority is equally peremptory in not carrying it East of the Mistouche, and in carrying it by that River to the Ristigouche, at the bend above Still Water.

The circumstance that the Statute is based on the supposition, since proved erroneous, that the Mistouche crosses the 48th parallel, cannot extinguish the fact that it has enacted the Mistouche as the Boundary, and designated and defined its identity on the Map as the River which extends the Ristigouche at the bend above "Still Water."

2nd. That the River they have adopted as the "Mistouche of the award," is really the Mistouche, according to certain authorities quoted, viz.,—Wells' Map of the disputed territory, Bailey's ditto, Wyld's Map of Canada, Arrowsmith's Map, the Arbitrators' Map, and a United States' Map.

But this position also is untenable and must be rejected, because none of the authorities they themselves have quoted sustain their position, except Mr. Wells', and all those authorities (as well as the authorities they have not quoted), with the exception of Wells and Bailey, concur in the true position of the Mistouche at the bend above or West of Still Water.

With respect to the two authorities, therefore, which differ from all the others, and one of which sustains the position of Commissioners Robinson and Botsford, it is to be remarked that Mr. Wells was employed as Commissioner to report upon the disputed Boundary between Canada and New Brunswick (with which the Mistouche had at that time nothing to do), and in making his Report he submitted Maps in illustration of the points in dispute. Beyond these points his Maps pretend to no accuracy of detail, and are in fact mere index or skeleton Maps, particularly accurate, no doubt, as they affect the points they were intended to illustrate, but mere sketches as they affect the other part of the country.

Had Mr. Wells had occasion to determine the position of the Mistouche, he would have stated his reasons for changing his position from what it appeared on all previous Maps, but his Report makes no mention of the River whatever. This, therefore, the only authority which identifies the Mistouche with the position of the Patapedia, is no authority at all on that point. The other conflicting authority is Bailey's Map, which was got up under similar circumstances, he having been the New Brunswick Commissioner at the time Mr. Wells was Commissioner for Canada. This is also in fact, as affects the features of the country, not connected with the points then under discussion, a mere skeleton Map or sketch, which proves nothing as respects the Mistouche, except that it itself is wrong, for it places the Mistouche neither where it is nor where Messrs. Robinson and Botsford profess to find it. Reference being again had to the marked features in the configuration of the Ristigouche, it will be seen that Bailey's Map places the Mistouche far below or to the Eastward even of Cross Point, the lowest of the three features named, in other words, about ten miles (in a straight line) below the River, contended for by Messrs. Robinson and Botsford, which is itself about six miles (in a straight line) below the bend above Still Water, where the real Mistouche enters (these distances being of course vastly greater by the course of the River. This, therefore, is a poor authority to claim in support of their position, but it affords an excellent proof that these skeleton sketches, on which points, not affecting the question, they are intended to illustrate, may readily be dashed on somewhat at random, are really no authority at all on these indifferent points.

The other authorities quoted are Wyld's Map of Canada, which cannot, at the present moment, be found for reference, but which, instead of sustaining their position, Major Robinson admits as indicating the confluence of the Mistouche with the Ristigouche at the bend above Still Water; Arrowsmith's Map (also unattainable for present reference), but which Mr. Botsford, by trying to explain away, implies as indicating the same point of confluence, viz., the bend above Still Water; a Map by United States Topographical Engineers, also unavailable for present reference, but which Major Robinson admits as indicating the same point of confluence, viz., the bend above Still Water; and finally, the Arbitrators' Map, on which the award and the Act are based, which therefore forms a part of the Act, and on which nothing can be more clear than that the confluence of the Mistouche with the Ristigouche is at the bend above Still Water.

Besides which, the following authorities, not quoted by them, but referred to by the third Commissioner, Mr Bouchette, are equally conclusive:—

1st. Map of the explorations in 1817, '18, '19, and '20, by order of the Commissioners, under the third article of the Treaty of Ghent. This, the earliest Map of reference at present attainable, gives the configuration of the Ristigouche per-

fect, and indicates the discharge of the Mistouche at the bend above Still Water.

2nd. Map by the British and United States Boundary Commissioners, under the Treaty of Washington, indicating the discharge of the Mistouche at the bend above Still Water.

3rd. Saunders' Map of New Brunswick in 1842. This is really a Map in minute details, by the Surveyor General of that Province, indicating the discharge of the Mistouche at the bend above Still Water.

4th. Map by the Commissioners of Boundary, prior to the arbitration and Imperial Act, of whom Major Robinson was one, and *bearing his signature*, with the Mistouche entering *at the bend above Still Water*.

To which may be added Bouchette's old Maps of Canada, constructed when the position of that Mistouche had no interprovincial importance, but was merely of interest as a matter of fact in a topographical point of view.

But apart from all other authority, the Map of the Arbitrators, incorporated with the Imperial Statute, in itself imperatively expresses the meaning of the Act, and indicates the River entering at the bend above Still Water as the Mistouche, thereby enacting it as the Boundary as emphatically as mere words could do.

Major Robinson dwells upon the circumstance of Wells' and Bailey's Maps having been made use of by the Imperial Commissioners appointed in 1846 to report upon the disputed territory in the compilation of their Maps, which last was in like manner used by the arbitrators in making their award. This argument is, however, directly adverse to the view it is intended to support, inasmuch as the Map referred to, places the Mistouche in its true position at the bend above Still Water, by which the Commissioners must have deliberately rejected the errors of Wells and Bailey; and when it is considered that Major Robinson was one of these Commissioners, he is, as least, very inconsistent in now placing the Mistouche so widely different from the position it occupies on the Map bearing his signature, and in the compilation of which he states that the same authorities Wells and Bailey, were used, (and as appears, rejected in that particular,) whom he now quotes in support of conclusions diametrically opposite.

In quoting so many authorities against themselves as to the point of confluence, Major Robinson and Mr. Botsford mean to prove that the Mistouche is a River with its source beyond, or to the North, of the 48th Parallel of Latitude, and without that condition, cannot be the Mistouche; but the now ascertained fact that the Mistouche is not so large as was supposed, cannot, (in the language of these Gentlemen themselves,) extinguish the name and the actuality of the River itself.

It is not to be supposed that the Mistouche originally received its name from its head waters, which were unknown, but the Ristigouche, being a well-known River, at a very early period, its different tributaries must naturally have received their names at their respective confluences with it. It is not, therefore, as if the Ristigouche were just being explored, and vague appellation now being applied to unknown localities.

On the contrary, it appears to have been one of the earliest known Rivers in the Country, and with the energy and singular foresight in the selection of localities which distinguish the early pioneers of this Country; the splendid harbor at its mouth was laid out for the site of a future City, a selection which, considering the fisheries of the Bay des Chaleurs, the excellent soil of the contiguous Country, only now again beginning to be fully appreciated, and the great River entering from the South, would, ere now, have been fully justified, had not the rising Town in the great harbor of the Ristigouche, La Petite Rochelle, even then containing upwards of two hundred houses, been utterly destroyed by Admiral Byron, in 1760. But although the rising prosperity of the place

was thus marred, having been once a well-known section of the Country, it is not at all probable that the names of places have become confused or misapplied in the "popular usage" of the locality. This "popular usage" is not attempted to be denied indeed as respects the Patapedia, is admitted by Major Robinson, the only difference being that the last syllable is made to sound like "jau," a mere local corruption in pronunciation, which also exists, and is made to sound exactly the same in respect to the well-known name in that part of the country of Matapedia, from throwing the whole emphasis on the last syllable.

Thus, then, it is clear that the Ristigouche and the different streams entering it, have been known from the earliest history of the country, and that the River entering from the North at the bend above Still Water and it only, always has been and is known as the Mistouche, and is the River named in the Imperial Act.

The next point to be considered is, the supposed intersection of the Mistouche with the 48th parallel of North latitude,

Various exploratory surveys have been made by sundry Commissioners, Colonial, Imperial, and of the United States, with the view of determining the height of land between the waters discharging into the St. Lawrence and those running in the opposite direction towards the Atlantic and Bay des Chaleurs. On this head it is only necessary to refer to the northerly termination of the Line run due North from the source of the St. Croix, near which it is crossed by the 48th parallel. Thus, then, we find a point on which great interest was concentrated from the very beginning of the controversy between Great Britain and the United States, at which the waters running South to the Ristigouche, North to the St. Lawrence, the due North line, and the intersection of the 48th parallel of latitude therewith, are all contiguous to each other, and are therefore well known and established. From this well-known locality the waters running Northerly were supposed to discharge into the St. Lawrence by the River Metis, and those running Southerly were supposed to discharge into the Ristigouche by the Mistouche.

Up to the time of the award of the Arbitrators and the Imperial Act, the connection had never been traced or explored between the waters at the height of land and their supposed discharge by the Mistouche; but the fact since discovered, on the recent Surveys, that these waters do not discharge by the Mistouche at all, but by another stream (the Patapedia), cannot constitute that other stream the Mistouche.

Two Rivers are known at their confluence with the St. Lawrence as the Rimouski and the Metis. The waters found at the termination of the due North line running North were supposed by the Commissioners to discharge by the Metis, but the connection had not then been traced; and if they had afterwards been discovered to discharge by the Rimouski, who will pretend to say that that circumstance would have changed the name and identity of the Rimouski into the Metis?

Nothing can be more plain, therefore, than that the award and the Imperial Act, illustrated by the Map incorporated with it, mean, on the one hand, the Mistouche as it exists at its well-known confluence with the Ristigouche at the bend above Still Water; and mean, on the other hand, the equally well-known waters at the height of land running Southerly, and known to be intersected by the 48th parallel.

Between that point of intersection, however, and the River Mistouche, the Imperial Statute has not enacted a Boundary, and neither the Commissioners nor the Governments of Canada and New Brunswick, have power to supply the defect, and it therefore becomes necessary that an amended Act should be passed.

The undersigned would respectfully submit, however, that the question as to which Province shall possess the small portion of territory between the Mistouche and the Patapedia is but of small importance compared with the question of legal jurisdiction, which, for the ends of justice, must belong to the one Province or the other, which might be constantly in dispute if any Boundary is made not in conformity with the law.

For instance, if it is carried down the Patapedia, the name of the Mistouche of the award, or any other name that may be given to that River, would not prevent any person who might be cited before the tribunals of New Brunswick for any act done between that River and the River entering at the bend above Still Water, from refusing obedience to Her laws and appealing to the Courts of Canada, or to the Imperial authority, and that (with ample proof of the actuality of the real Mistouche) successfully.

On the other hand, if a Boundary Line is produced between the source of the Mistouche and the 48th parallel of latitude, it would be unsustainable by the Imperial Act, which is the only law recognizable on the subject, and would in like manner be a source of disputed jurisdiction where parties might defy the authorities of either Province; nor is the question of such disputed jurisdiction so remote as might be supposed from the present unsettled state of the immediate locality, as in fact, a degree of lawlessness in the lumber trade has existed in that vicinity for some time, which an effort is now being made to check, and which might give rise to such a case at any moment.

A Line from the 48th parallel to the source of the Mistouche would indeed be the construction most nearly in conformity with the intention of the Act; but still the fact would remain, that although constructively the only interpretation the Act is susceptible of, such a line is not literally enacted, and is not therefore the law, and would consequently still leave a point in dispute.

The undersigned, would therefore respectfully recommend that an Order in Council be passed, authorizing an application to the Imperial Government to procure an amendment to the Act 14 & 15 Vic. cap. 63, to the effect that the Boundary between Canada and New Brunswick after passing from the Ristigouche by the centre of the stream of the Mistouche to its source, shall extend from the source of the said River Mistouche by a Meridional line due north to the intersection of the said line with the 48th parallel of North latitude; representing at the same time however that the territorial question involved is not of such importance as to create any serious obstacle to the adoption of the Patapedia for the Boundary, provided the present law is so far repealed as to admit of it, and that river is so designated as to leave no grounds for further doubt or uncertainty.

Respectfully submitted,

(Signed,)

JOSEPH CAUCHON,

Commissioner of Crown Lands.

CROWN LAND DEPARTMENT,

Quebec, 5th September, 1855.

See accompanying Maps and Plans marked A, B, C, D, E, F, and G.

- A. Trace of part of the River Ristigouche, surveyed by authority of the Government of New Brunswick.
- B. Part of a map of the Province of New Brunswick, compiled from recent surveys, by John Simcoe Saunders, Surveyor General.
- C. River Mistouche or Mistoue, called by Lumbermen "Tracy's Brook," from its mouth on the Ristigouche River to its source in the highlands south of Pollard's Brook, on the west branch of the River Patapedia. Explored in the months of July and August, 1854, by Joseph Bouchette, Esquire, Her Majesty's Commissioner.
- D. Plans of the Parishes of Addington and Eldon, County of Gloucester.
- E. Map of a portion of Her Majesty's Dominions in North America, to accompany and illustrate the Report of Her Majesty's Commissioners for the settlement of the Boundary Line in dispute between the Provinces of Canada and New Brunswick.
- F. Plan of the River Ristigouche from the Mistouche to Cross Point, surveyed under instructions from the Commissioners for determining the Boundary between Canada and New Brunswick, by F. T. Blaiklock, Esquire, Deputy Provincial Surveyor.
- G. Map to illustrate a scheme for settling the Boundaries of Canada and New Brunswick, referred to by Stephen Livingston and Travers Twiss, Esquires, in their Report to Earl Grey, 17th April, 1850.
-

No 10
A.



Part of the River
CRISTIGOUCHE
 Surveyed by
 AUTHORITY OF GOVERNMENT
 OF
NEW BRUNSWICK
 Scale 50 Chains to the Inch.
 Made by G. L. L. L. L.



N^o 10
-B-

PART OF A MAP
OF THE PROVINCE OF
NEW BRUNSWICK

Compiled from recent Surveys and adjusted
to the latest Astronomical observations

JOHN SIMCOE SAUNDERS
SURVEYOR GENERAL.

Map of St. Lawrence River

True Copy of part of the Original
JOS. BOUCHETTE GOR.

G U D A
 of
 S^t L A W R E N C E

RIVER MISTOUCHE or MISTOU
 Called by Lumbermen Tracey's Brook
 FROM ITS MOUTH ON THE
RISTIGOUCHE RIVER
 To its Source in the Highland South of
Pulluid's Brook
 Or the West Branch of the
RIVER PATAPEDIA
 Explored in the Months of July and August
 1854

Reduced to a Scale of
40 Chains to an Inch.

Map for A.C. Hall, Toronto C.P.

By J.

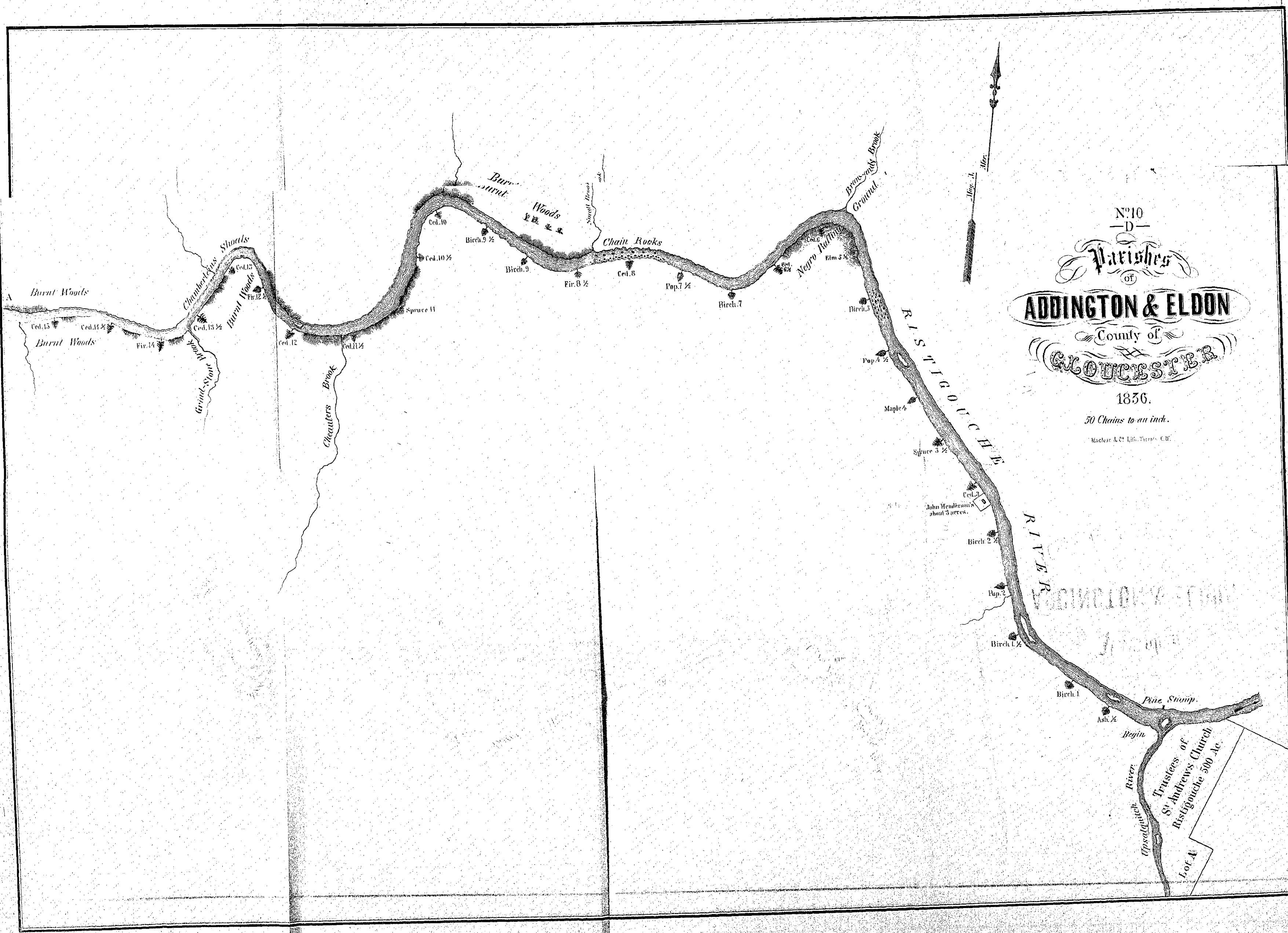
Joseph Bouchette Esq.
H.M. Commissioner.

Map of the Mouth of the River Mistouche, showing its connection with the River Patapedia, and the course of the River Mistouche, called by Lumbermen Tracey's Brook, from its mouth on the River Ristigouche to its source in the Highland South of Pulluid's Brook, or the West Branch of the River Patapedia, explored in the months of July and August, 1854.



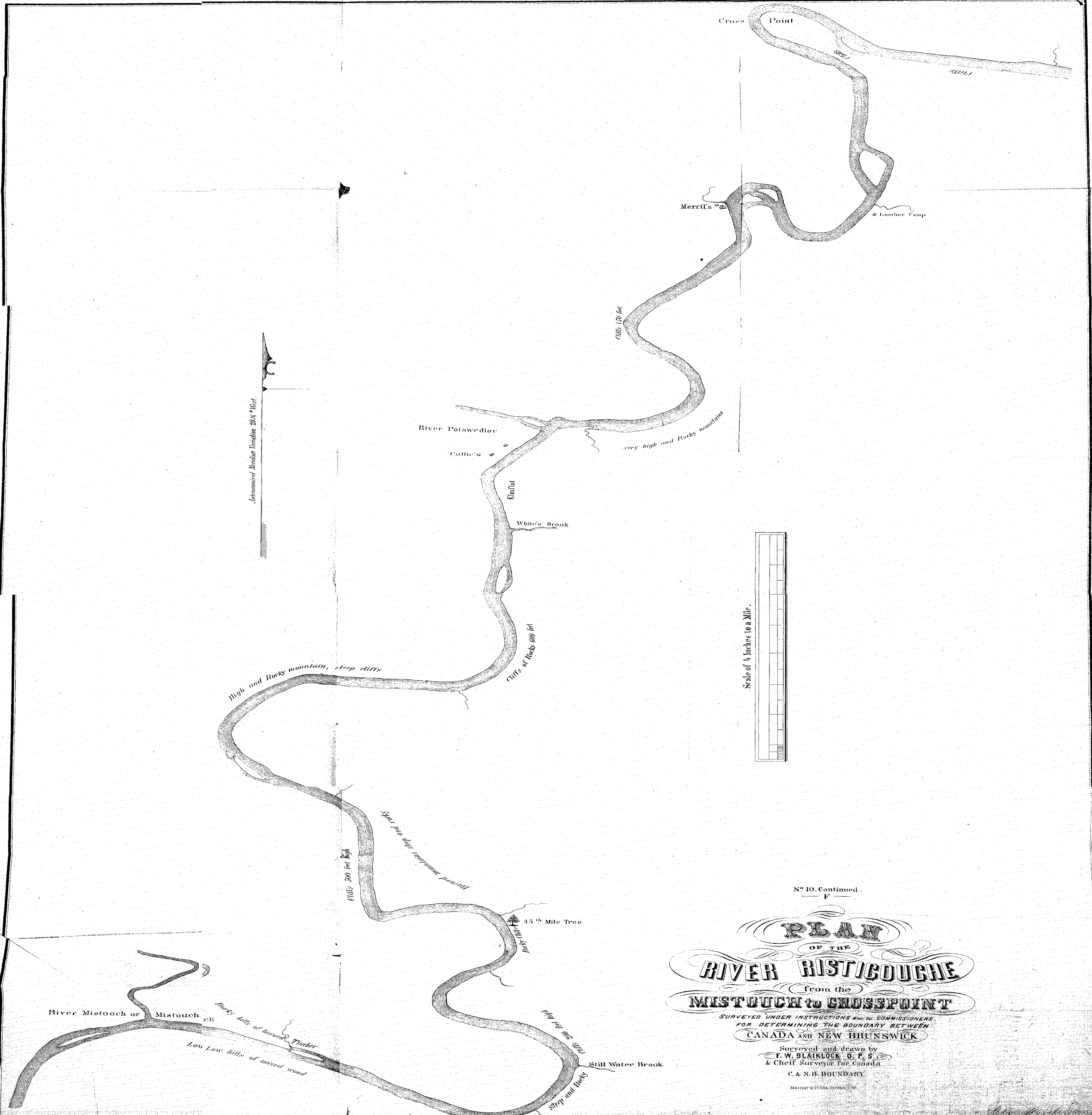
Mountains 400 to 500 feet in height

C.C.D.
Deane & Deane



No 10
 — D —
 Parishes
 of
ADDINGTON & ELDON
 County of
GLOUCESTER
 1836.
 50 Chains to an inch.
 Maclear & Co. Lith. Toronto. C.W.

Pine Swamp
 Begin
 Trustees of
 St. Andrews Church
 Ristigouche 500 Ac.
 Lot A



No 10. Continued.
F

PLAN
OF THE
RIVER RISTICOUCHE
from the
MISTOUCH to CROSSPOINT
SURVEYED UNDER INSTRUCTIONS FROM THE COMMISSIONERS
FOR DETERMINING THE BOUNDARY BETWEEN
CANADA AND NEW BRUNSWICK

Surveyed and drawn by
F. W. BLAIRLOCK, D. P. S.
& Chief Surveyor for Canada

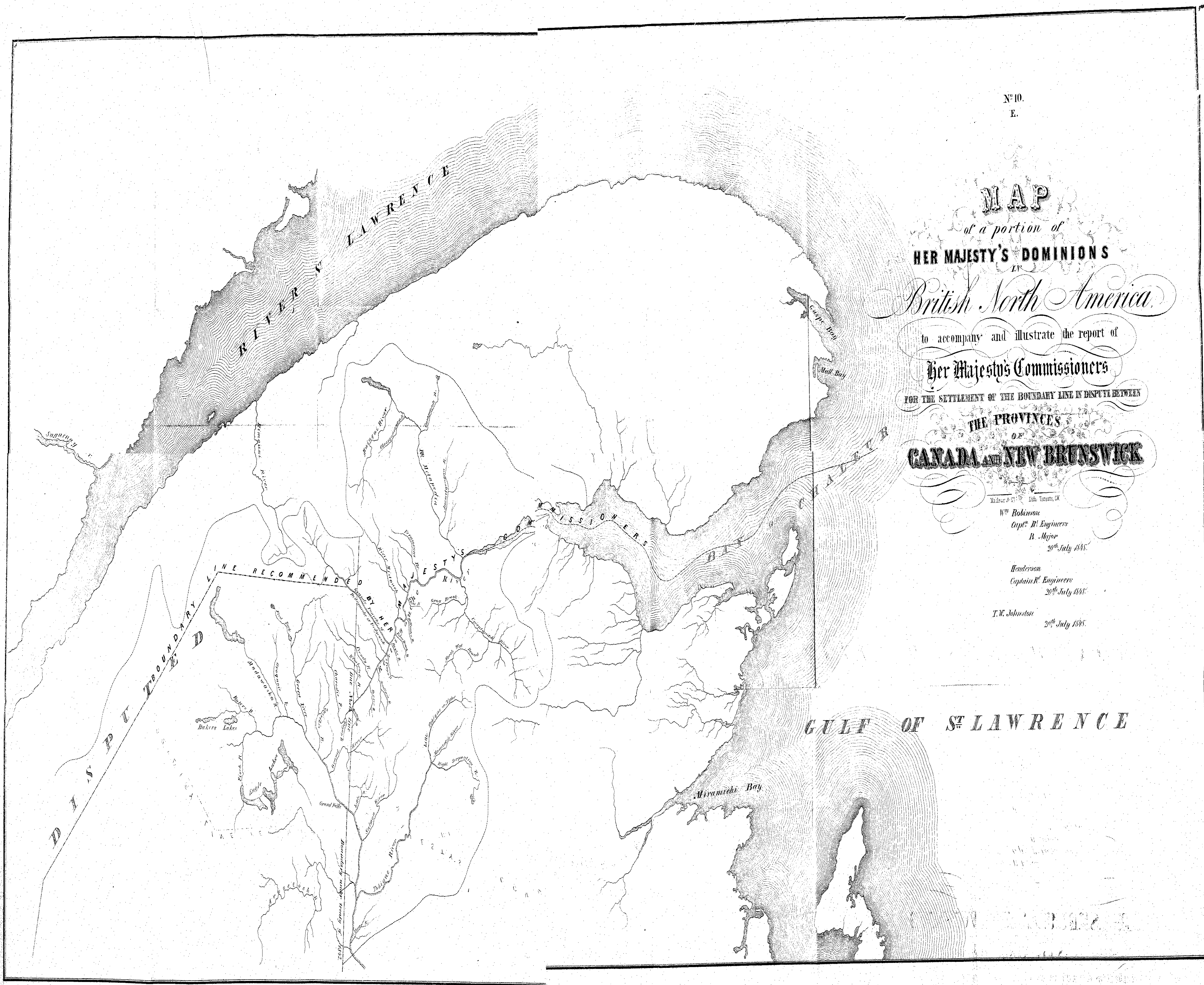
C. & N. B. BOUNDARY

Maclean & Co. Printers, C.W.

Nº 10.
E.

MAP
of a portion of
HER MAJESTY'S DOMINIONS
in
British North America.
to accompany and illustrate the report of
Her Majesty's Commissioners
FOR THE SETTLEMENT OF THE BOUNDARY LINE IN DISPUTE BETWEEN
THE PROVINCES
OF
CANADA AND NEW BRUNSWICK

Published by
Wth Robinson
Capt^l R. Engineers
R. Major
20th July 1845.
Henderson
Capt^l R. Engineers
20th July 1845.
T. W. Johnston
20th July 1845.



DISPUTED BOUNDARY LINE RECOMMENDED BY HER MAJESTY'S COMMISSIONERS

GULF OF ST. LAWRENCE

Nº 19 Continued

G

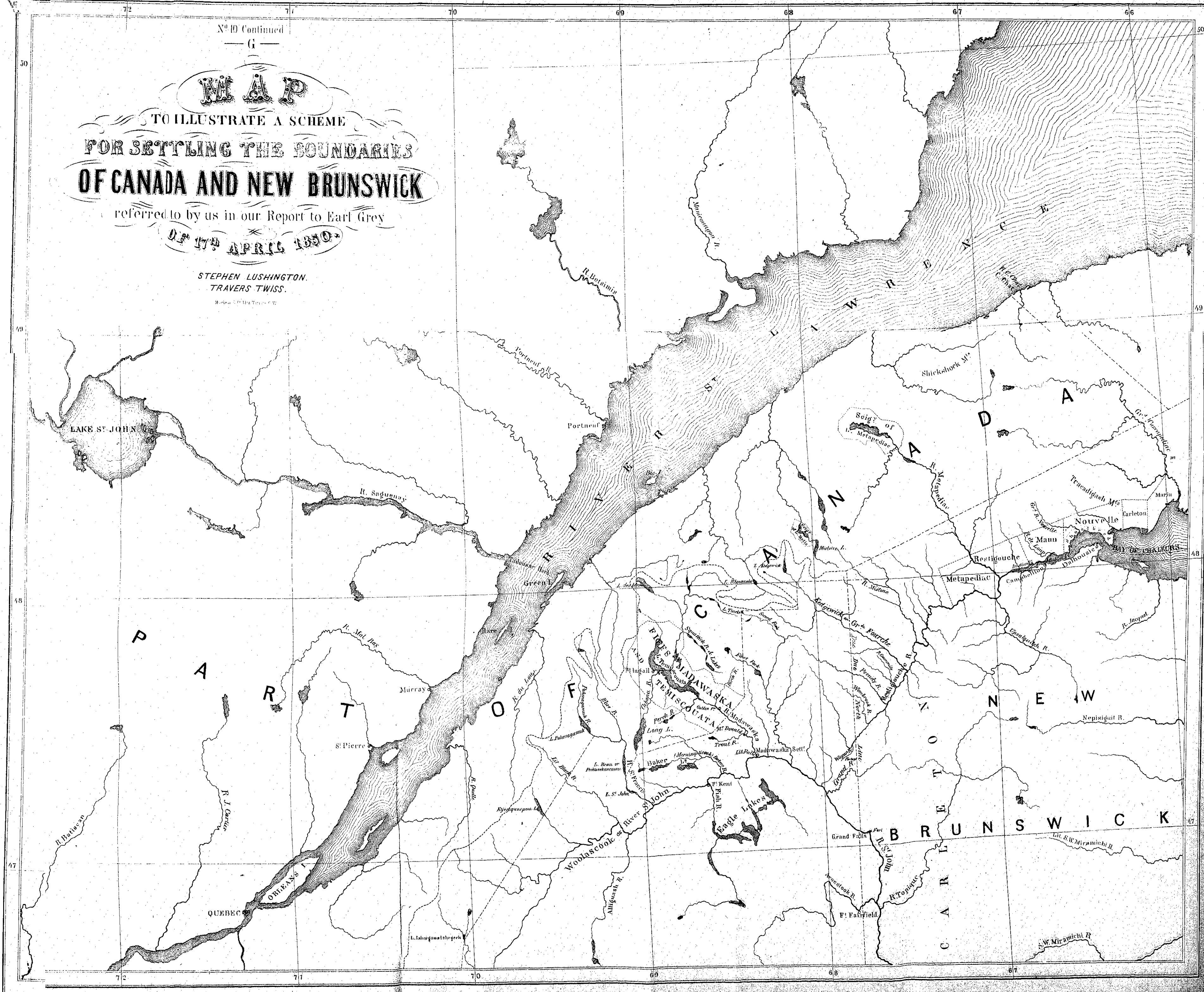
MAP TO ILLUSTRATE A SCHEME FOR SETTLING THE BOUNDARIES OF CANADA AND NEW BRUNSWICK

referred to by us in our Report to Earl Grey

OF 17th APRIL 1850.

STEPHEN LUSHINGTON.
TRAVERS TWISS.

Map of the Territory of



No. 11.

REPORT of Joseph Bouchette, Esquire, Commissioner of Canada, under the Imperial Act 14 & 15 Vic. cap. 63, in reference to the Boundary Line between the Provinces of Canada and New Brunswick.

QUEBEC, 29th April, 1855.

Sir,—When I did myself the honor of transmitting, in November last, the Joint Report of the Commissioners appointed under the Imperial Statute 14 & 15 Vic. cap. 63, to ascertain, define, and mark the Boundary Line between the Provinces of Canada and New Brunswick, I respectfully intimated that I would lay before His Excellency the Governor General, a full Report in reference to the difference of opinion which has arisen between a majority of the Commissioners and myself, as Commissioner for Canada, on the subject of that part of the Boundary relating to the River Mistouche or Mistoue, as involving a question of the highest importance, as regards the limit of jurisdiction between these Provinces on the Ristigouche, and of considerable interest in a territorial point of view to this Province; and I now beg leave respectfully to submit the following statement and Report for the information of His Excellency the Governor General:—

Under the 2nd, 3rd, and 4th Paragraphs of the Joint Report of the Commissioners above mentioned, it is stated as follows:—

“2nd.—Two of the Commissioners proceeded up the River Mistouche of the Arbitrators’ Map, and established, by Astronomical Observations and measurement, the point where it was intersected by the Parallel 48°.”

“3rd.—The Commissioner for Canada, differing with them in opinion, proceeded to explore a stream more to the Westward, which, in his opinion, he conceived to be the true Mistouche.”

“4th.—He found, however, that it would not comply with the conditions specified in the Imperial Act, inasmuch as it did not extend sufficiently to the North to be intersected anywhere by the 48th Parallel.”

According to the award of the Arbitrators mentioned in the first Article of the Imperial Act, and agreeably to the Plan referred to in the Document No. 1. a award, the River Mistouche or Mistoue forms part of the line of Boundary between Canada and New Brunswick; and whereby Her Majesty’s

Secretary of State for the Colonies is authorized to appoint such person or persons as he may think fit, to ascertain, define, and mark the Boundary Line between the said Province of New Brunswick and the said Province of Canada, according to the intent of the said award.

With the Plan of the Arbitrators in hand, and an intelligent Indian from Madawaska, the same that had accompanied Mr. F. W. Blair-Plan, Document No. 2. lock, the Surveyor of the Commission on the survey of the Ristigouche, as my guide, I repaired in June last to the Ristigouche for the purpose of meeting my colleague Commissioners at the River Mistouche, whereof they were informed, instead of at Campbellton, as previously agreed upon; and having with the corroborative information obtained from the aborigine Indians, and the settlers on this River, I easily identified the mouth of the River Mistouche, called also on the Surveyor General's Map of New Brunswick, Tracy's Brook, under which name it is better known by Lumbermen on the Ristigouche, and there established my Observatory Station for future operations, expecting to be soon joined by my colleague Commissioners.

Information, however, having reached me that the Commissioners had already Document No. 3. ascended another stream some $11\frac{1}{2}$ miles below this River, called the Petamediac or Patapedia, I accordingly proceeded to a depot at the mouth of that River, and there learned that the Commissioner for New Brunswick had established his Observatory Station some 22 miles up the River, and that the third Commissioner was expected daily from Fredericton.

The Commissioners ultimately met together at the mouth of the Patapedia, called Document No. 4. by lumbermen "Patamaja," which the Commissioner for New Brunswick and the third Commissioner were of opinion was the River Mistouche of the award of the Arbitrators, and represented on their Map, while I objected to the adoption of the River Patapedia for the Provincial Boundary, inasmuch as in my opinion the River Mistouche, called by lumbermen Tracy's Brook, and which I had partially explored, was the true River of the award of the Arbitrators, as shewn on their Plan and other authentic Maps.

It was, however, arranged that I should continue the exploration of the River Mistouche, whilst the majority of the Commissioners would continue their observations on the River Patapedia, if they saw fit.

The exploration of the River Mistouche or Tracy's Brook, upwards of 30 miles Plan. above its entrance into the Ristigouche, enabled me to ascertain Document No. 2. its general course, with its numerous tributaries, and trace its Document No. 5. source to a small pond in North latitude $47^{\circ} 55'$ nearly (deducted from astronomical observations taken with Ramsay's sextant, reading by Vernier

to 10', and time determined by one of Dent's chronometers, No. 2071), and consequently that the waters of the Mistouche (Tracy's Brook) would not be intersected by the 48th parallel.

In communicating this result to my colleague Commissioners, I contended that although thus failing in fulfilling the implied condition of the Act of Parliament, the stream, as explored, was the true Mistouche, even admitting the possibility of an error in the Map of the Arbitrators, and no other stream, although complying in this respect, could in my opinion be adopted as the Provincial Boundary without an alteration in the Act of Parliament in virtue whereof the Boundary was to be established.

In support of the opinion thus submitted for the consideration of the Government of Canada, I would beg leave to adduce certain public records and documents of indubitable authenticity, which all agree to point out and identify the River Mistouche explored by me, as the River mentioned in the award of the Arbitrators, to form part of the Line of Boundary between the Provinces of Canada and New Brunswick. Before doing so, it may not be unimportant to give a description of the River Mistouche, its geographical position, its extent and history; and the same of the River Patapedia.

The River known under the Indian appellation of "Mistouche" or "Mistoue," likewise known as "Tracy's Brook," is a stream of no inconsiderable importance, being upwards of two chains (132 feet) wide during the high state of the waters in spring, and $1\frac{1}{2}$ chains in summer, and of the principal tributaries of the Ristigouche only yields to the Matapedia for the amount of water it discharges.

The Mistouche or Mistoue River irrigates a larger extent of country than any other tributary of the Ristigouche, proportionate to its dimensions, namely, some 210 square miles, owing to the numerous branches it throws off and which have their sources in the high lands to the West and the North-west of it.

The first, a branch of some five miles in extent, entering on the East side about two miles from the Ristigouche rising on the westerly face of the hills which border on the River Patapedia.

The next branch apart from several brooks which discharge themselves on both sides of the Mistouche or Mistoue obtains the name of the forks. The main River descending from the North-north-west and North-west, presenting at its junction with the west branch called Beaver Brook, several large islands or delta. Beaver Brook at the forks is about one chain wide, and rises towards the West-north-west in the same hills with the head-waters of McDougall's Brook, a large tributary of the River Redgwick; and to the north with the head-waters of Pollard's Brook, the only tributary of the Patapedia or Petahaja, South of the 48th parallel.

The River Mistouche in the parlance of lumbermen has been "drove" for lumber more than any River of its size on the Ristigouche waters, manifest by the numerous lumber camps established on its banks, and lumber roads by which the country and its vicinity is intersected. About five miles above these forks is another large stream, called Hail's Brook, discharging on the East side and heading near Pollard's Brook. About six miles above the forks the River becomes unfit for canoes, from the numerous rapids and rocks with which the channel is obstructed.

The highest Lumber Camp lies some 20 miles from the mouth of the River, whilst the source of the Mistouche is scarcely more than five miles farther North, in a small pond, in Latitude $47^{\circ} 45'$ nearly. The first Lumberer of remark who cut timber on this River, under permits from the Canadian Government, and cleared the stream for "driving," was named Tracy, from whom the stream derived, and still retains, the name of "Tracy's Brook," under which appellation it is better known in the Surveyor General's Office of New Brunswick. Tracy built camps, made roads, and employed a number of hands for several years in the manufacture of Square Timber, facts which are well known to the settlers on the Ristigouche, and the Indians of the Mission of Ristigouche.

From the Ristigouche to the Forks, the River affords easy navigation for laden scows and boats towed by horses or cattle, whilst there is a good lumber road leading from the Ristigouche several miles beyond the forks, and along the main branch, passing by the different camps.

The River Mistouche or Mistoue, likewise called Tracy's Brook on all the Plans furnished the Commissioners by the Honorable Mr. Wilmot, Surveyor General, N.B., is better known than any other River or tributary of the Ristigouche, from the larger amount of lumbering business that has been carried on upon it for years; its position has been, consequently, better marked on the Maps of the Arbitrators, as well as on all the Maps of the Surveys of the Ristigouche known and admitted as documents of official reference; and, therefore, the circumstance of its superior capabilities for the manufacture of square timber, and lumbering pursuits generally, will, in some measure, account for the name of the River having been assumed by the Arbitrators, for the Provincial Boundary of their award.

The River Patapedia,* Patawediac, or Patamaja, as called by the lumbermen, Document No. 7. is a large stream discharging from the North-west into the River Ristigouche, nine miles below Still Water Brook, according to Mr. Hunter's survey of the River Ristigouche, or $11\frac{1}{2}$ miles below the Mistouche or Tracy's Brook, which also accords with the Official Maps of the River Ristigouche, furnished the Boundary Commission from the Surveyor General's Office of New Brunswick.

* Which means the River of Burnt Wood.

This River has an Island at its mouth, and is upwards of three chains wide, averaging one and a half chains wide to the Forks of Pollard's Document No. 8. Brook, and thence to the 48th parallel one chain wide. Its only tributary worthy of notice is Pollard's Brook, a fine stream entering from the West, 17 miles above the mouth of the Patapedia, and heading with the sources of the Metis to the North, and McDougall's and Mistouche Rivers to the West and North-west.

Some lumbering has been carried on on both sides of the River, more especially in the vicinity and above Pollard's Brook.

The River Patapedia is navigable for flat bottom boats and scows for 25 to 30 miles; from thence for canoes only for 15 or 20 miles North of the latitude 48°, where it separates into inferior branches, heading with the waters of the Metis and Ristigouche Rivers.

From the above description, it will be apparent that the River Patapedia does not irrigate South of the 48th parallel, and extent of territory equal to the Mistouche River or Tracy's Brook, and not consequently affording the advantages in that respect for lumbering purposes offered by the Mistouche, which in a manner accounts for the inferior notoriety of the River, and of its omission on the plan accompanying the award of the Arbitrators, and other public maps.

On this plan the Line of Boundary is clearly delineated by a red shade along the 48th parallel, intersecting a River called Mistouche, which discharges itself into the Ristigouche at a remarkable elbow of this River, and situate at a still more remarkable bend of the Ristigouche, where a rapid stream discharges from the South, called Still Water Brook; the mouth of the Mistouche or Tracy's Brook, by the course of the Ristigouche according to the scale of the map of the Plan, that River obtained from the Surveyor General's Office, N. B., Document No. 3. being about 41 miles above the Upsalquitch, and corresponding with the Trees marked with the number of the miles observed along the River.

In thus claiming for the Provincial Boundary, the River Mistouche or Mistouche explored as the real Mistouche of the award of the Arbitrators. I beg to adduce corroboratively with the plan of the award, the undermentioned public maps and authorities.

Map. 1st. A Map signed by W. F. Odell, Esquire, Surveyor under Document No. 4. the fifth Article of the Treaty of Ghent, 1823.

This Map, which is of unexceptionable authenticity, lays down the River Mistouche in precisely the same graphical position as that represented on the Plan of the award, indicating the corresponding bend of the Ristigouche where the Mistouche discharges into it,—leaves no doubt that the River Mistouche on Mr. Odell's Map is identical with the Mistouche on the Plan.

2nd. The second is a Map of the Boundary Line compiled by the British Commission, from 1843 to 1846. Here, again, the entrance to the River Mistouche into the Ristigouche is laid down with the same exactness as on the foregoing Map and Plan of the award.

3rd. The third document is a Map of the Province of New Brunswick, compiled in 1842, from recent surveys and the latest astronomical observations, and dedicated to His Excellency Sir John Colbrooke, Lieutenant Governor, by John Simcoe Saunders, Esquire, Surveyor General.

This Map, besides indicating the position of the mouth of the River Mistouche, and agreeing with the foregoing authorities, is the more important as identifying the Indian name of Mistouche with its modern name of Tracy's Brook, whilst it is worthy of remark, that no mention, either in this or the previously cited Maps, is made of the River Patapedia.

4th. The fourth is a Map of a portion of Her Majesty's Dominions in North America, to accompany the Report of Her Majesty's Commissioners for the settlement of the Line of Boundary between the Provinces of Canada and New Brunswick, in 1848.

This Map, like the previous documents, represents the River "Mistouche" by name, having its mouth in the Ristigouche, under the same graphical delineation. To which Map increased importance must be attached, from the circumstance that the author of the Map is the third Commissioner on the present service.

5th. The fifth document is a trace of the Map of the State of Maine, with the adjacent Province of New Brunswick (third edition), published in 1841, by Moses Greenleaf.

A trace of this Map is subjoined, as being the first and only Map pointing out the relative position of the Rivers Mistouche and Pedavequeack or Petepedia, corroborating an Indian draught of the River Ristigouche, its tributaries.

6th. The sixth document is a Map published by myself, then Deputy Surveyor General of Lower Canada, in 1831, from the best authorities then obtainable. The geographical positions of the Mistouche, as taken from the New Brunswick Maps, agreeing very nearly with those represented in the previously mentioned Maps and the Plan of the award.

7th. The seventh is the Indian draught above alluded of the Ristigouche and its principal Tributaries, obtained at a Council of the Indians of Ristigouche, held at the house of the Chief, at my instance as Commissioner for Canada, on the 27th October last. This sketch, rough as it appears to be, together with the replies of the Chiefs, given through their interpreter, established, beyond a question of doubt, the primitive names of the Rivers Mistouche and Petapedia, as located on the sketch, to be two distinct streams, which have been always known by the names they now bear, and which Rivers, since the business of "lumbering" has been commenced, have received the names respectively of Tracy's Brook and Potamaja.

8th. The eighth Document is the Plan of actual survey of the Ristigouche, returned by Mr. Blaiklock, principal Surveyor under the present Joint Boundary Commission. This Plan, which forms the third section of the Plan of the Ristigouche River from the Redgwick River to the Upsalquitch, is the result of a careful angular survey of the Ristigouche, and exhibits the position of the River Mistouche in latitude $47^{\circ} 46' 20''$, and of the position of the River Petapedia or Patapaja, in latitude $47^{\circ} 51'$ nearly.

This Plan was preceded by a Report of Survey communicated to the Commissioners, establishing the distinct characters of both Rivers.

A trace of the Plan of actual survey, performed by Hunter, Surveyor, of New Brunswick, shewing the relative position of the mouth of Tracy's Brook, and River Petapedia. This document is of the more importance, as its general accuracy is certified by the Surveyor General of New Brunswick, the Honorable Mr. Wilmot.

A Map of the disputed Territory between Canada and New Brunswick, by Thomas Bailie, Esquire, Agent for Canada in 1843. This Map lays down the River Mistouche, but without the least regard to graphical precision or delineation, and makes no mention of the River Petapedia.

Upon an impartial review of the foregoing authorities, it will be found that the position of the Mistouche, identified as Tracy's Brook, unmistakeably corres-

ponds with the Plan of the award in so far as regards the mouth of that stream in the River Ristigouche; no other tributary can be taken for it that is not already known in the official records of both Provinces.

Having, on the occasion of being in Quebec, in the summer of 1854, to place the Maps of the Boundary service in a state of preparation; intended to accompany the Report of the Commissioners, communicated in a letter to the Honorable L. T. Drummond, Attorney General for

Document No. 13. Lower Canada, the difference of opinion that had arisen between the majority of the Commissioners and myself, with reference to the Mistouche River, in which I briefly stated the grounds upon which I opposed the adoption of the River Patapedia as part of the Provincial Boundary, which the majority of the Commissioners had assumed as the Mistouche of the award of the Arbitrators; I was honored with a reply from the

Document No. 14. Crown Law Department, a copy of which was immediately transmitted to the third Commissioner, to be communicated to the Commissioner for New Brunswick, each of whom favored me with their replies, setting forth the grounds upon which they rested their adoption of the River "Patamaja", of the lumbermen, as the River Mistouche of the award of the Arbitrators.

The reasons assigned by the Commissioner for New Brunswick for the adoption of the River Petapedia as the River Mistouche of the award of the Arbitrators, appear to be summarily that the River Mistouche of the award was intended to be a River of such magnitude that would reach the 48th parallel of latitude.

Document No. 16. That the River Mistouche contended by the Commissioner for Canada as the River which is to form part of the Provincial Boundary between Canada and New Brunswick is an insignificant stream known as Tracy's Brook, and does not attain the 48th parallel.

That the River called Mistou on Alphonso Wells' map, and known by Lumbermen by the name of Patopeja or Patamaja, and joins the River Ristigouche some miles to the Eastward, or before Still Water Brook, is the River of the award of the Arbitrators, agreeing with a map of the Honorable Thomas Bailie, of the territory in dispute between Canada and New Brunswick in having but one River drawn between the Redgwick and Matapedia; the only error seeming to be, its entrance into the River Ristigouche is represented as being further to the West than is found to be the case upon a more accurate survey.

That the River fixed upon by the majority of the Commissioners is identical with the River laid down both on Mr. Wells' and Mr. Bailie's maps, and named by both the Mistou, having its mouth on the Ristigouche River to the Eastward of Still Water Brook.

That these Maps drawn up in the Offices of the Surveyors General of Canada and New Brunswick are submitted as the best authority of which the case admits.

That the decision of the majority of the Commissioners accord with the opinion of the Honorable Mr. Attorney General Drummond in the case submitted by the Commissioner for Canada in respect to the difficulties of opinion that has arisen between him and the majority of the Commissioners.

In respect to the first and following grounds of objection, I would beg to observe, that with the maps of the Ristigouche River before them the Arbitrators naturally adopted, as the Boundary between the two Provinces, the River more generally known and accordingly represented on those maps under the name of Mistouche or Mistou, never doubting but that such River would be intersected by the 48th parallel of latitude.

Looking at the Arbitrators plan the only legal authority pointed out in the Act of Parliament for the guidance of the Commissioners, the River Mistouche or

Mistouc is drawn in its exact position as respects its entrance into the Ristigouche, as ascertained in the field, and its course bearing generally West-north-west, as on the Arbitrators' map. Could it have obtained the 48th parallel it would have intersected that parallel in the vicinity of the St. Croix, due North line; but, as has been previously stated, this River throws off so many branches within 20 miles of its mouth that its waters do not reach that latitude.

This circumstance could not be apprehended by the Arbitrators before an actual survey would ascertain the fact.

The River Mistouche or Mistouc, on the map of the Arbitrators, has its mouth West of, and above, Still Water Brook, on the opposite side of the Ristigouche, but is called by Lumbermen "Tracy's Brook." It must be here remarked that it is customary among Lumbermen in New Brunswick to call Rivers generally by the name of "Brook," which indeed does convey an impression of insignificance.

Even admitting the fact of insignificance compared with larger tributaries of the Ristigouche, such as the Matapedia or the Redgwick; had Tracy's Brook had its mouth in the latitude of the Petapedia, the pond at its source would have laid North of the 48th parallel of Latitude.

The Commissioner for New Brunswick contends that the River called Patapaja, as laid down in Mr. Wells' map, and on that of Mr. Bailie's is the same River Mistouc laid down on the plan of the Arbitrators, while the small stream known as Tracy's Brook is not set down in the Map of the Arbitrators. Now, according to the actual survey of the River Petapedia, by Messrs. Blaiklock and Ramsay, and to the Astronomical Observations taken on that River by the Commissioners, the junction of that River with the Ristigouche lies in Latitude $47^{\circ} 51'$ nearly, and Longitude $67^{\circ} 29'$ West, that is to say, $4\frac{1}{2}$ geographical miles further North than the mouth of the River Mistouche drawn on the plan of the award of the Arbitrators.

The River assumed by the majority of the Commissioners as the Mistouc of the award, is therefore totally at variance in geographical position with the River Mistouc on the plan, apart from the River bearing a different name and otherwise being a distinct River, whilst the River Mistouche or Tracy's Brook corresponds in latitude and longitude with that shewn on the plan.

Then, again, the mouth of the Patapaja is $21\frac{1}{2}$ miles below the Redgwick, and nine below and East of Still Water Brook, while there is a difference of $11\frac{1}{2}$ miles between the mouth of the Patapedia and Mistouche Rivers, and consequently reduces, by as many miles, the frontage on the Ristigouche, of Canada.

It is adduced as one of the reasons why the River Mistouche or Tracy's Brook should not be adopted as part of the Provincial Boundary, under the award of the Arbitrators, that that River does not reach the 48th parallel of latitude.

It has been thereupon remarked, that the source of the River Mistouche or Tracy's Brook, as "ascertained" by exploration, does not attain the 48° of latitude, falling short of that parallel by about five geographical miles. This implied condition would not, however, appear to justify the adoption of a stream other than the one named in the Act of Parliament, because such other River does reach a required latitude, while it fails in respect of position on the Ristigouche, which the majority of the Commissioners attribute to an error of information, an error which they consider themselves empowered, under the joint Commission, to determine and rectify.

In my humble opinion, the Act of Parliament grants no such power to the Commissioners. The appointment emanates, under an Imperial Act, from the Right Honorable the Secretary of State, without any implied or direct instructions, that in the event of a difference of opinion between the Commissioners, a decision by a majority of them would be good and valid in law.

Under the joint Commission from the Right Honorable Sir John Packington, Secretary of State, under which Lieutenant Colonel (then Major) Robinson, Royal Engineers, the Honorable A. E. Botsford, and myself, were appointed in virtue of the Imperial Act 14 and 15 Vic. cap. 63. The duties and powers assigned to them appears in the following words:—"To ascertain, define, and mark the Boundary Line between the said Province of New Brunswick and the said Province of Canada, according to the *intent* of the said award."

Under that award the River Mistouche is intended to form part of the Boundary Line, and is to be drawn and delineated on the Plan of the Arbitrators, specially referred to in the Act of Parliament, on which Plan the River is called "Mistoue." Such a River is likewise named in Mr. Wells' Map, invoked by the majority of the Commissioners, but on none of the documents stated by them as official is the River Patamaja named, yet the River assumed by the Commissioners as the River of the award of the Arbitrators actually bears and has ever borne the name of the Petapedia; and licenses to cut and manufacture square pine timber on such River, Petapedia, have been granted for upwards of a quarter of a century to lumbermen of both Provinces of Canada and New Brunswick.

To persons unacquainted, as were the Commissioners personally, with the River Mistouche, their first step would naturally lead them to "ascertain" and identify the position of the River by proper guides, and by consulting the oldest settlers, on the Ristigouche, and by comparing the latitude and longitude of the River, found by observation, with the geographical position on the Plan, and satisfy themselves that the River pointed out as the River Mistouche or Mistouc, whether bearing the more recent name of Tracy's Brook, did or did not correspond with the intent of the award.

If the River thus pointed out did correspond within reasonable exactness with such authentic Map as guide, we should then have proceeded to trace that River to the 48th parallel. If it did reach that latitude, then would it have complied with all the conditions required under the Statute; but, on the other hand, should its waters not have attained that latitude, the question for deliberation would have arisen, whether the adoption of some other stream, although such other stream would be found to fulfil the conditions stated as above deficient, yet would happen to conflict not only in its graphical and geographical positions shewn on the Map, but also in the name of the River indicated to constitute the Line of Boundary, would be considered as authorized by the Act defining such Line of Boundary, were even the whole Commission agreeable to such a measure.

In abstaining for the present to record my dissent to any affirmative interpretation to be drawn from the joint Commission, I would beg leave to submit a few remarks in reference to the grounds taken by the third Commissioner, communicated in his letter dated Mount Elgin, Redgwick, already alluded to, in supporting the opinion of the Commissioner for New Brunswick, that the River fixed upon and marked out by the majority of the Commissioners as being the true River Mistouche of the Arbitrators, and of the Map accompanying their award, as not only founded upon the magnitude, length of course, and breadth of the stream, but also upon the official Maps drawn up in the offices of the Surveyors General for Canada and New Brunswick, &c., &c., &c.

I take leave to remark, that no Maps were prepared in the Surveyor General's office of Canada on the occasion of the Commission appointed in 1846, by Her Majesty, to report upon the disputed Boundary between Canada and New Brunswick as Canada does not appear to have been consulted or called upon to produce any documents in support of its legal rights to the Line of Boundary it claimed

Document No. 22. under the Treaty of Paris, 1763, and Quebec Act, 1791, an exclusion which was adverted to in 1851 by the then Assistant Commissioner of Crown Lands of this Province, in his letter in reference to the Report of the Royal Commission.

The only evidence of the meaning and intent of the Arbitrators, when they fixed the Line of Boundary between Canada and New Brunswick, is obtained from the Plan accompanying the award, bearing the signatures of the majority of the Arbitrators, which Plan, upon a scrupulous examination of its construction, appears to have been carefully and scientifically compiled from New Brunswick sources of information and authorities, and more especially from the Map accompanying the Report of the Royal Commission hereinbefore cited. According to the Plan of the Arbitrators and the Official Authorities, herein cited, the geographical position of the entrance of the River Mistoue, (Tracy's Brook,) into the Ristigouche, appears as follows:—

AUTHORITIES.	LATITUDE.	LONGITUDE.	R E M A R K S .
	o	o	
1.—Map of the Arbitrators	47.46.10	67.27.00	} The Mean Latitude accords nearest with the Map of the Arbitrators. The Mean Longitude of 5, 6, 7, agrees with 1, 2, 3, 4, by deducting the difference of Longitude of Quebec, observed by Captain Bayfield; and the Longitude of Quebec, observed by Commission under the Treaty Washington.
2.—Map of the Royal Commission	47.45.10	67.27.45	
3.—Map of New Brunswick	47.47.15	67.27.30	
4.—Map of United States Boundary Line, British Commission	47.46.00	67.27.30	
5.—Map of the Deputy Surveyor General, L. C., 1831	47.46.20	67.32.00	
6.—Map of the Deputy Surveyor General of Canada East, Crown Land Department, 1846	47.46.30	67.32.30	
7.—By Observation	47.46.19	67.32.00	
Mean Latitude	47.46.06		

The third Commissioner, admitting the fact that there was, however, a difference in the position of the River Mistouche, called "Petamaja," on the Map of the United States' Topographical Engineers, published at Washington in 1845, and the position of that River on the Map of the Arbitrators, inasmuch as the entrance of that River into the Ristigouche on the former, is further to the Eastward than is represented on the latter Map, yet considers the difference unimportant, especially when represented upon the small scale of the Map, and remarks that "these discrepancies do not extinguish the name and the actuality " of the River itself."

This I humbly conceive, applies more directly as an argument, in maintaining for the River Mistoue its actuality, under the name of Tracy's Brook, while it is equally admitted, that where some natural Boundary has been assumed, whether stream or mountain chain, as the limit between two countries, such stream, however insignificant before, acquires importance by the act of being so selected. Hence, even Tracy's Brook, if it were ascertained to be the desired River under the Indian name of Mistouche or Mistoue, its actuality and identification should not be affected by any defect or discrepancy which may be discovered upon further or more minute survey.

The fact of these errors or discrepancies would however have been more strikingly apparent had the Commissioners commenced operations at the Redgwick River as I took occasion of suggesting at our first meeting, inasmuch as the first waters intersected by the 48th parallel running Southward, would have been those of the Petapedia, and then following the waters down to the Ristigouche, have then ascertained from the Settlers, Indians, and Lumbermen of the country around, that the River thus followed down was the River Petapedia or Patamaja, no where mentioned in the Act of Parliament, whilst the River Mistouche or Mistoue would have been pointed out to us as emptying into the Ristigouche above Still Water Brook, and about $11\frac{1}{4}$ miles above the Petapedia.

The majority of the Commissioners have nevertheless adopted the Petapedia or Patamaja River as part of the Provincial Boundary, with the admission of "error" either in the name of the stream intended by the Arbitrators, or in the delineation of the River on the map accompanying their award.

From the foregoing statement of facts establishing the actuality of both those Rivers, namely, of the Mistouche or Mistoue, and Petapedia as distinct tributaries of the Ristigouche; the former otherwise known by Lumbermen by the name of "Tracy's Brook," is found to accord with the map of the Arbitrators in name, geographical position, and general course, its only deficiency in complying with all the conditions intended by the Act of Parliament, being, that its source does not reach the 48th parallel, while the latter River, called by Lumbermen, "Patamaja," is at variance in name, geographical position, and situation on the Ristigouche and course (especially in adopting its Easterly branch) with the plan referred to in the Act of Parliament.

One feature common to both Rivers, is that the River Mistouche, as now ascertained, runs nearly parallel with the general course of the River Petapedia, at an average distance of about five miles to the source of the former, and that a line drawn in the manner pointed out by the Honorable L. T. Drummond, (in illustration of the opinion he gives in the case submitted to him as hereinbefore mentioned) due South from the 48th parallel to the source of the Mistouche would approach within a short distance of the Petapedia, where the Iron Monument has been planted on the River by the majority of the Commissioners.

The area contained between these Rivers would be about 56,000 to 60,000 acres of land, acquiring importance from the frontage of $11\frac{1}{4}$ miles on the Ristigouche, joined to the advantage of possessing within the territory of Canada the communication by the Metis and Petapedia Rivers, from the St. Lawrence to the River Ristigouche.

On the other hand, it is not inappropriately alleged that the River Petapedia offers the advantage of a continuous River Boundary from the 48th parallel to the Bay des Chaleurs, which, no doubt, the Arbitrators in their award designed on the Plan referred to, and contemplated that the River Mistoue would obtain, to all intents and purposes.

The fact of the actuality of these two Rivers being distinct and separate tributaries of the River Ristigouche,—one the River Petapedia, called Patamaja by lumbermen, adopted for the Provincial Boundary by the Commissioners, or a majority of them, as the River Mistouche or Mistoue, while the River Mistouche, called by lumbermen Tracy's Brook, is wholly set aside, will necessarily and inevitably lead to many disputes and litigation, which may call into question the legality of the decision come at by the Boundary Commission, in adopting a River having a name foreign to the Act of Parliament, whatever may be alleged of "errors" of "name," or "want" of "proper survey," when the River Mistouche was fixed upon by the award as the Boundary between Canada and New Brunswick. And I respectfully urge

Document No. 24.

Document No. 25.

the attention of His Excellency the Governor General to the subject, as the final decision in this important matter will, at the same time, determine the limit and jurisdiction between these Provinces, irrespective of the names of the Rivers Pe-tapedia and Mistouche, the identification or actuality whereof have been established as distinct tributaries of the River Ristigouche.

Having thus enumerated, probably at more length than I contemplated, the grounds upon which I rest my opinion, that the River Mistouche, explored by me to its source, is the real Mistouche of the award of the Arbitrators, and which I consider ought to form the Boundary with Canada and New Brunswick, agreeably to the Imperial Act herein cited; and while regretting differing with my colleague Commissioners in this respect only, I most respectfully beg leave to submit the decision of the subject of difference to His Excellency the Governor General in Council.

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

(Signed,) JOS. BOUCHETTE,
Commissioner for Canada.

DOCUMENTS accompanying the Report of Joseph Bouchette, Esquire, Her Majesty's Commissioner for Canada, in respect to the River Mistouche to form part of the Boundary Line between the Provinces of Canada and New Brunswick. Imperial Act 14 & 15 Vic. cap. 63.

A.

BY AUTHORITY.—IMPERIAL PARLIAMENT.

ANNO DECIMO-QUARTO AND DECIMO-QUINTO.—VICTORIAE REGINAE.

CAP. LXIII.

An Act for the Settlement of the Boundary between the Provinces of Canada and New Brunswick.

[7th August, 1851.]

WHEREAS, certain disputes have existed respecting the Boundary Line between the Provinces of Canada and New Brunswick, in North America; and pending such disputes, certain feuds have arisen from the disputed territory, and have been received by the Governments of such Provinces respectively. And whereas, with a view of the settlement of such disputes, the Governor General of Canada, and the Lieutenant Governor of New Brunswick, by the advice of their respective Councils, agreed that the matter in dispute should be referred to Arbitrators, who should be directed to report to Her Majesty's Government

and that such Governor General, and Lieutenant Governor, should each name an Arbitrator on behalf of the said respective Provinces, and that such Arbitrators should name a third Arbitrator; the award to be made by the three Arbitrators, or any two of them; and it was also agreed by such Governor General and Lieutenant Governor, with the advice aforesaid, that the net proceeds of the fund in the hands of the said Governments, arising from the disputed territory, should be applied, first, to defray the expenses of the Arbitration; second, to defray the necessary expenses of running the (Boundary) Line as settled (in case such funds should prove insufficient, the expenses to be borne equally by the respective Governments); and third, the balance of such funds to the improvement of the land and water communications between the Great Falls of the Saint John and the Saint Lawrence; and whereas, in pursuance of the agreement in this behalf, the Governor General of Canada named Thomas Falconer, Esquire, to be one of the said Arbitrators, and the Lieutenant Governor of New Brunswick named Travers Twiss, Doctor of Laws, to be another of the said Arbitrators; and the said Thomas Falconer and Travers Twiss named the Right Honorable Stephen Lushington, Judge of the Admiralty Court, to act as the third Arbitrator. And whereas, on the seventeenth of April, one thousand eight hundred and fifty-one, the said Stephen Lushington and Travers Twiss made an award concerning the said Boundary, and transmitted the same, together with a Plan therein referred to, to the Right Honorable Earl Grey, one of Her Majesty's Principal Secretaries of State, and such award is in the following terms:—

That New Brunswick shall be bounded on the West by the Boundary of the United States, as traced by the Commissioners of Boundary under the Treaty of Washington, dated August, 1842, from the source of the Saint Croix to a point near the outlet of Lake Pech-la-wee-kaa-co-nies or Lake Beau, marked A, in the accompanying copy of a part of plan 17 of the survey of the Boundary under the above Treaty; thence by a straight line connecting that point with another point to be determined at the distance of one mile due South from the Southernmost point of Long Lake; thence by a straight line drawn to the Southernmost point of the Fiefs Madawaska and Temiscouata, and along the South-eastern Boundary of those Fiefs, to the South-east angle of the same; thence by a Meridional line Northwards, till it meets a line running East and West and tangent to the height of land dividing the waters flowing into the River Rimouski from those tributary to the Saint John; thence along this tangent line Eastward until it meets another Meridional line tangent to the height of land dividing waters flowing into the River Rimouski from those flowing into the Ristigouche River; thence along this Meridional line to the 45th parallel of latitude; thence along that parallel to the Mistouche River; and thence down the centre of the stream of that River to the Ristigouche; thence down the centre of the stream of the Ristigouche to its mouth in the Bay of Chaleurs; and thence through the middle of that Bay to the Gulf of the Saint Lawrence; the Islands in the said Rivers Mistouche and Ristigouche to the mouth of the latter River at Dalhousie, being given to New Brunswick.

And whereas it is expedient that the said Boundary should be settled, in conformity with the said award; Now therefore, be it enacted, by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

I. New Brunswick shall be bounded as in the said award mentioned; and it shall be lawful for one of Her Majesty's Principal Secretaries of State to appoint such person or persons, as he may think fit, to ascertain, define, and mark the Boundary Line between the said Province of New Brunswick and the said Province of Canada, according to the intent of the said award.

II. The net proceeds of the funds in the hands of the Local Governments of

the said Provinces of Canada and New Brunswick respectively, arising from the territory heretofore in dispute between such Provinces, shall be applied according to the terms hereinbefore mentioned of the said agreement.

B.

PATAPEDIA, 4th July, 1854.

Dear Sir,—I reached the River Mistouche this morning *via* Grand River, and after camping at the mouth of that River, I proceeded hither, having been informed at Cheyne's Settlement that you were encamped at the entrance of the River, and learned from the man in charge of the depot of provisions that you had ascended the Patapedia with boats and stores, and were encamped some 22 miles up the River; also, that Major Robinson was daily expected from Campbellton, and would likely come up with the batteaux expected on Friday next.

I can scarcely describe my disappointment at not meeting you previous to your starting up that River, which leads me to conclude that you assume it as the River Boundary between Canada and New Brunswick, which we have been appointed to ascertain and define, under the Act of Parliament 14 and 15 Vic. cap. 63, establishing the Boundary Line.

It was not until the 25th ultimo, that I was officially informed, by command of the Governor General, that the necessary funds should be supplied by the Department of Public Works to continue the service this year.

I engaged, at River du Loup, the men for Mr. Blaiklock's Survey of the meridian line, limiting his party to ten men, two chain-bearers, and one cook, and proceeded, myself, at the Lake and at Emmerson's, with four men and two canoes, to convey me and my party to the Mistouche River, taking an Indian guide, acquainted with the Ristigouche, to point out that River, the only one of that name tributary to the Ristigouche mentioned in the award of the Arbitrators; become law by the Imperial Act.

No such River as the Patapedia is named either in the Act of Parliament or in the Map of the Arbitrators who signed the award, which Map I have; nor is the River mentioned in a Map accompanying the Report of Major Robinson, Captain Henderson, and Attorney General J. Johnston, Commissioners appointed by Her Majesty to enquire into the legal claim of Canada and New Brunswick to the territory in dispute between these Provinces, nor is it named in the Map of S. Saunders, Surveyor General of New Brunswick, dedicated to Sir John Colebrook, in 1842; but the River Mistouche or Mistoue is accurately shown on all these Maps, as situate above Still Water Brook.

That River, Mistouche, therefore, is to constitute part of the River Boundary Line between these Provinces, from the 48th Parallel of Latitude to its mouth on the Ristigouche, and it was in that view of the Act of Parliament that I framed the instructions to Mr. Blaiklock, and a copy of which I enclose to you, and which you were pleased to approve.

Agreeably to these instructions, Mr. Blaiklock proceeded on the survey, and I identified the Mistouche named in the Act of Parliament, which River he could only scale $1\frac{1}{2}$ miles, it being open, and the ice unsafe to proceed further up. Mr. Blaiklock's Report of the River appears explicit, and leaves no room to doubt that it is the same intended in the award. He further reports (without instruction from me,) scaled the Patapedia the distance of some 17 miles, for the information of the Commissioners, sufficiently to represent that the Patapedia and

Mistouche are distinct Rivers. You will judge yourself, upon perusal of the Report herewith enclosed to you, and I feel satisfied that any impression you entertain to the contrary, as arising from information drawn from less authentic sources, will be removed, and that you will agree to admit the Mistouche pointed out in the Map of the Arbitrators and other official documents, all of which I have with me for your inspection, to be the River intended in the Act of Parliament, which we are now to carry out, and hope ardently with the same unanimity that has marked our progress thus far.

I have dispatched Mr. Dubois, with the Indian guide, to hand you this hurried letter, while I must return to my camp at the Mistouche, where I will commence making Astronomical Observations for latitude and longitude, with the sextant and chronometer, the only instruments I have with me.

I may also fix the stations on the River until you and Major Robinson join me, to confer together upon the subject of the Boundary.

I have left a letter with Smith, the Keeper at the Patapedia, for Major Robinson, when he arrives from Campbellton.

With highest consideration,

I remain, dear Sir,

Yours, faithfully,

(Signed,) JOS. BOUCHETTE,
Her Majesty's Commissioner.

Honorable A. E. BOTSFORD,
Her Majesty's Commissioner.

C.

AT COLLUICK'S, PATAPEDIA,

5th July, 1854.

My dear Sir,—I learned from the keeper of the provision depot, at the mouth of the Patapedia, that you were daily expected from Campbellton, where you may have received my letter dated from River du Loup, intimating that I would meet you and Mr. Botsford at the Mistouche River.

It is with unfeigned regret that I found Mr. Botsford had proceeded up the Patapedia with the stores, as it could be satisfactorily shown that it is not the Mistouche River mentioned in the award of Arbitrators according to their Plans, and your Map, corroborated by other public records, it is situated above the Still Water Brook, and which Mr. Botsford has clearly identified, whose Report I have inclosed to Mr. Botsford, with mention of the information I had obtained myself of the River, and expressing my anxious wish that we should meet at the Mistouche to confer together on the subject.

I am returning to my Camp at the Mistouche, where I left my Chronometer, and Mr. Bois has just started with the letter to Mr. Botsford, which he will shew when we meet.

With the most sincere solicitude on my part that we may have no difference, after a full enquiry, upon the subject of the Mistouche,

Believe me,
My dear Major, in haste,
Yours, truly,

(Signed,) JOS. BOUCHETTE,
Her Majesty's Boundary Commissioner.

MAJOR ROBINSON, R. E.,
Her Majesty's Commissioner.

D.

[Extract.]

21 MILES UP THE MISTOUCHE OR PATAPEDIA,

July 6th, 1854.

I regret exceedingly that the Commissioners could not have met at Campbellton, previous to any arrangement being made as to the formation of any depots for provisions on this portion of the Boundary service. When, however, I found that Major Robinson intended to proceed to Fredrickton before he came on, and would be detained at least ten days, I deemed it advisable, as the water was getting low in the Rivers, to have a depot of provisions established on the Mistouche, at the intersection of the 48th parallel of latitude; and ascertaining that Tracy's Brook was overlapped by branches from this River and the Redgwick, I was of opinion that that Brook could not be the River designated as the Mistouche by the Arbitrators, and this opinion is confirmed by the examination of the Map attached to the award of the Arbitrators, which lays down the Mistouche as the only large tributary of the Ristigouche between the Redgwick and the Matapedia. Now, it is a geographical fact, that this River is the only principal one which answers to that description, and that Tracy's Brook is but a small stream, and is not navigable at the 48th parallel of latitude, even if its course should extend as far.

As I am satisfied that this River is the true Mistouche designated in the Act of Parliament, I should not have gone to the expense of making a depot of provisions at the intersection of the 48th parallel, without consultation with you, or without having the opinion of Major Robinson on the subject. After the Major's arrival at Halifax, finding he would be late in the field, he wrote to me suggesting the course I have taken, and requesting me to inform you of what his opinion was as to the River designated as the Mistouche, he supposed you would be at Campbellton at the same time with me.

When I left the latter place to ascend the Ristigouche, I fully expected to meet you on your way down; but when I arrived at the mouth of this River, I was greatly disappointed in not meeting you there; and on enquiry of some Indians, who had come from the Redgwick, I found you had not arrived there at that time. As I had employed men with a scow and horses at considerable expense, by the day, and as the water was getting low, I decided, for the reasons I have previously stated, to have the horses and instruments forwarded up this River.

I trust that you will not imagine that there was any want of courtesy towards you in the steps I have taken in the difficult position in which I was placed; and

however we may differ in opinion upon the points submitted for our decision, I feel quite satisfied it cannot interrupt the cordial feeling which has hitherto existed between the Commissioners.

I beg to suggest that you and I should meet Major Robinson at Simon Colleck's on Saturday afternoon, as a most convenient place of rendezvous for consultation; for that purpose, I shall leave this on Saturday morning.

I have been taking some observations and find that I am still a little to the Southward of the 48th parallel, but as the night bids fair to be favorable I shall be enabled to speak more decidedly on the subject when we meet. I have no doubt but that Major Robinson will arrive on or before Saturday.

(Signed,) A. E. BOTSFORD.

JOSEPH BOUCHETTE, Esquire,
&c., &c., &c.

E.

CAMP, 16th July.

I send you down the sextant agreeably to your request. Mr. Ramsay and a party of exploration start to-morrow morning. They are to keep a Westerly course from this, and go as far as the North line, keeping a look-out for all streams running Southward. I hope you will be able to settle early about the Mistoue or Tracy's Brook. I do not think it can possibly extend anything like to 48°.

We shall be delighted to have you again with us. We have a beautiful Camp, situated on a plateau 30 or 40 feet above the stream. A space is reserved for your Tent. We must have your co-operation and agreement to determine the true 48th degree point. The Patapedia is a beautiful stream; it will take you a day and a-half to poll up it. You will find our camping ground on the Eastern bank, between the 10th and 11th mile marks. In the hope of soon seeing you,

Believe me, &c.,

(Signed,) WM. ROBINSON.

Jos. BOUCHETTE, Esquire,
&c., &c., &c.

F.

CAMP, PATAPEDIA RIVER, 23rd, July, 1854.

Mr. Ramsay and party have returned from their exploration in a Westerly course from this as far as the North line. He crossed a Brook two or three times, but proved it to be the same, and to run into the Patapedia, being, in fact, Polard's Brook.

I have read over Blaiklock's Report, and your instructions to him, and compared them both with the Maps of Mr. Alphonso Wells, which I have by me; the latter writes Mistoue most unmistakeably to the Patapedia River, and the general

course of it is pretty correctly laid down on the Map. The mouth of his Mistoue is far nearer the sea than Still Water Brook; it is a fact, the Patapedia, with the name of Mistoue to it, the former name being omitted entirely. At all events, supposing you are not yet convinced by your own exploration, come up to this Camp and run a Westerly line from the 48th degree.

It will be easier to settle the point from this line, whether any waters of the Tracy's Brook reach as far North than it can be done by following up the stream, owing to the difficulty of getting through the woods when you can no longer follow the water-course.

By running the 48th parallel from this Westward we shall not add much to our labours, even if we had to give up the Patapedia River and adopt the Tracy's Brook, as it can be only a few miles before we strike it, and those few need not be struck out, but merely cut through until finally settled.

Botsford sends his kindest remembrances, &c.

Believe me, &c.,

(Signed) WM. ROBINSON.

JOSEPH BOUCHETTE, Esquire,
&c. &c. &c.

See accompanying Plans and Maps marked G, H, I, and K.

G. Plan Extract from Lieutenant Hunter's Field Book.

H. Trace of River Ristigouche, from original Surveys in the Crown Land Office.

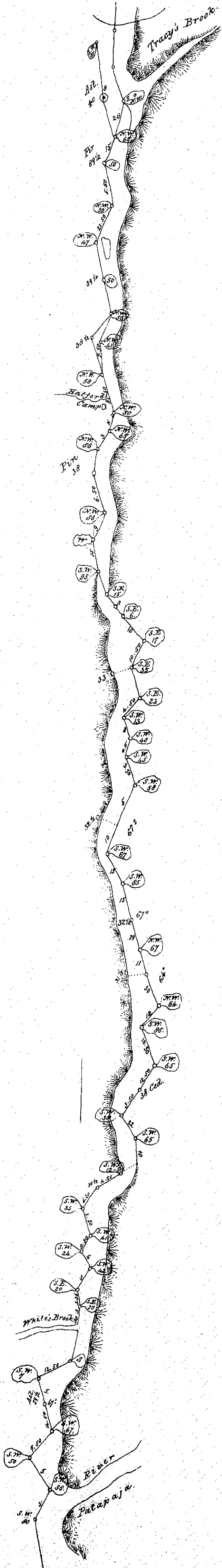
I. Map of State of Maine and Province of New Brunswick, by Moses Greenleaf.

K. Plan drawn by the Chief of the Micmacs, in the presence of the other Chiefs.

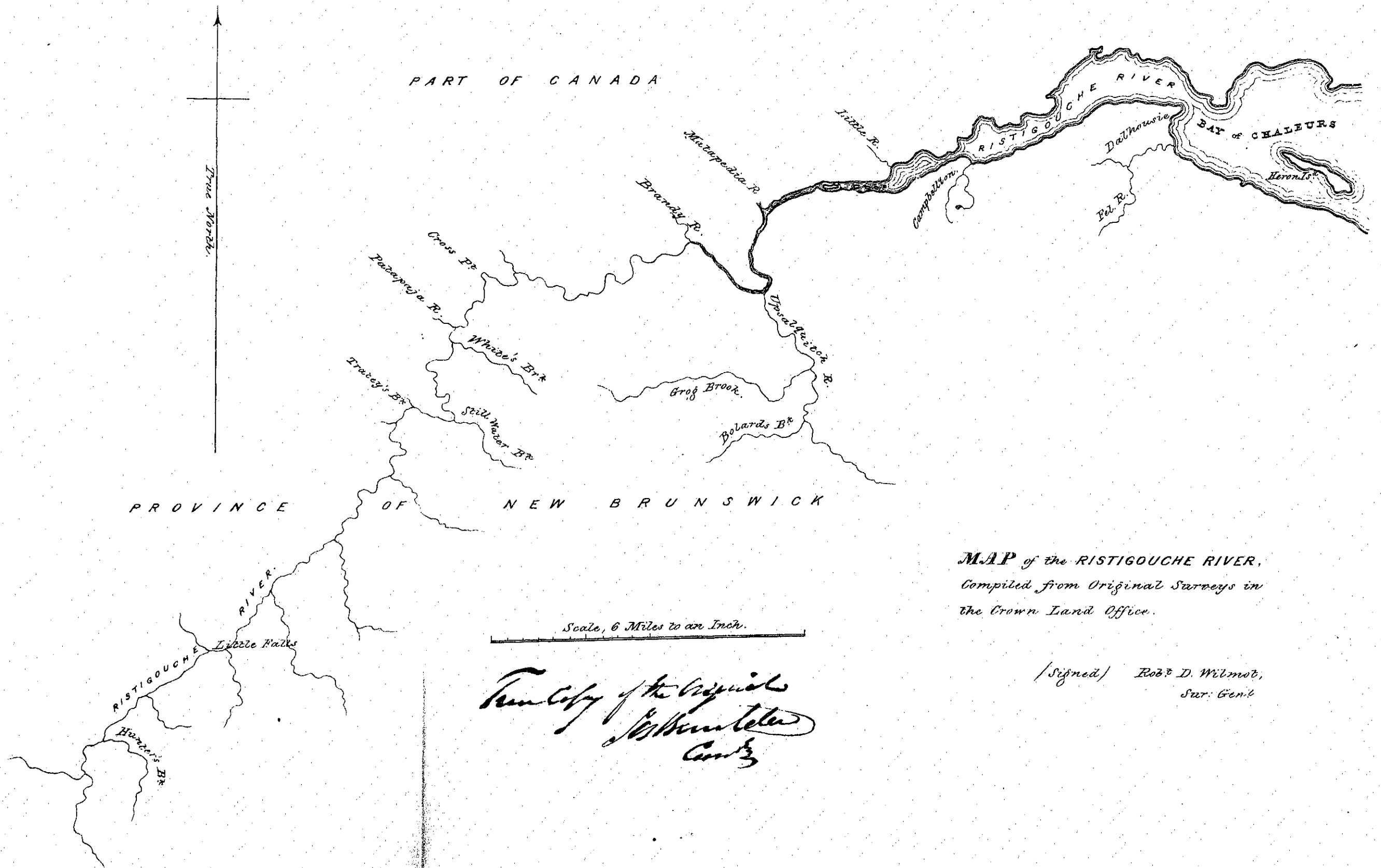
Extract from Deputy T. Hunter's
Fieldbook.

RESTIGOUCHE RIVER.

Dec. 7, 1836.



No. 11 (Continued)
— H. —



MAP of the RISTIGOUCHE RIVER,
Compiled from Original Surveys in
the Crown Land Office.

/Signed/ Rob^t. D. Wilmot,
Sur. Gen^l

*True Copy of the Original
of the
County*

N^o II (Continued)

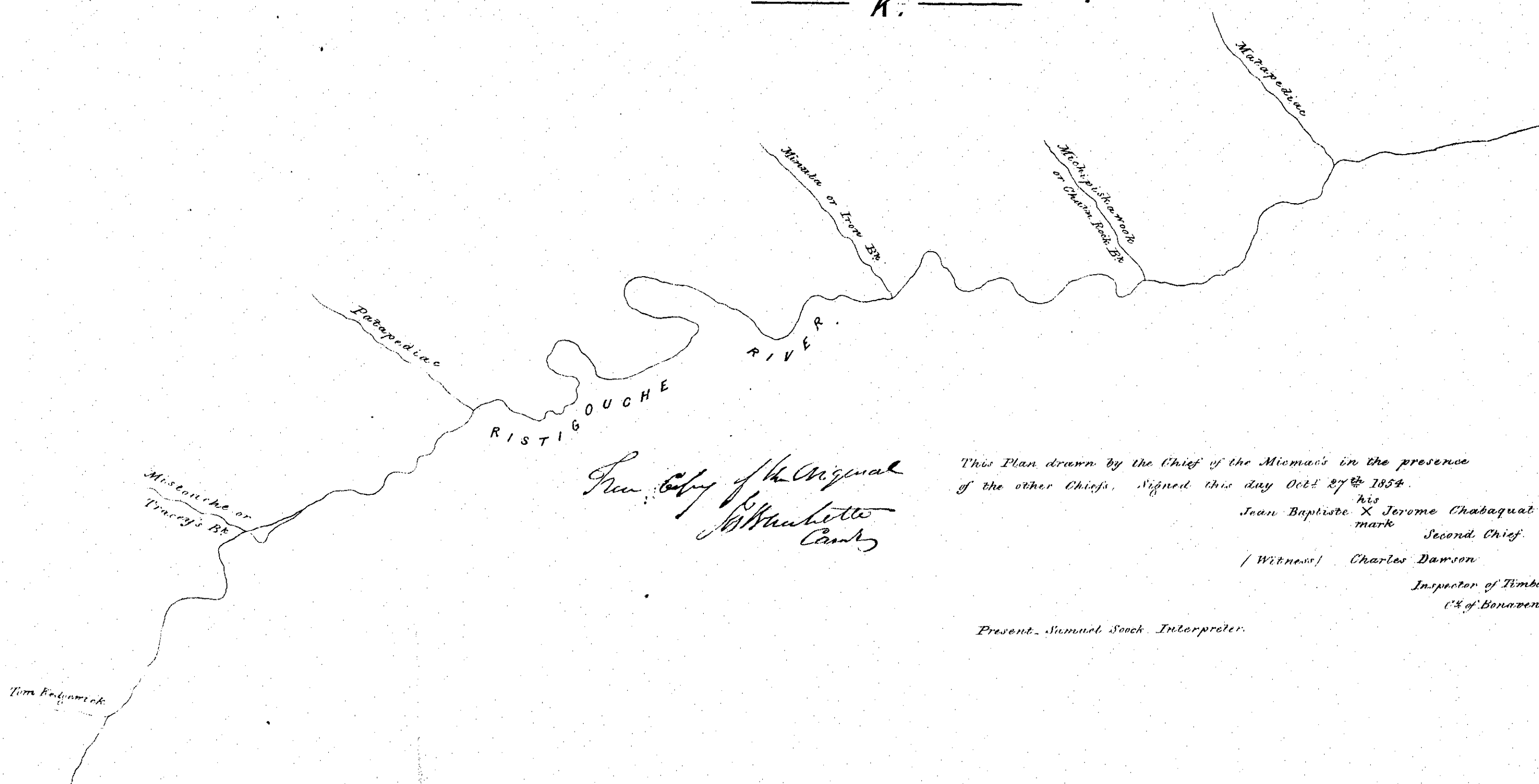
— I. —



MAP
of the STATE of
MAINE
With the PROVINCE of
NEW BRUNSWICK.
by
Moses Greenleaf.

No. II Continued.

— K. —



New Copy of the Original
of the
Mistouche
Camp

This Plan drawn by the Chief of the Miama's in the presence
of the other Chiefs, Signed this day Oct^r 27th 1854.

Jean Baptiste X Jerome Chabaquat
his mark Second Chief.

(Witness) Charles Dawson

Inspector of Timber Affairs
of Bonaventure.

Present. Samuel Soock Interpreter.

L.

At a Council of the Micmac Indians, at Point Ristigouche, on Friday, October 27th, 1854, the following questions were asked of the Chiefs, and answered by the Interpreter :—

Question.—What Rivers fall into the Ristigouche, on the North side thereof, between the Matapedia and the Tom Redgwick ?

Answer.—Matapediac, Michipiskaweck or Chain Brook, Minuta or Tom's Brook, Patapediac, Mistouche or Tracy's Brook, and Tom Redgwick.

Question.—How much further up the Ristigouche is the River Mistouche above the Patapediac ?

Answer.—About fifteen miles more or less by the course of the River.

Question.—Have the Rivers Mistouche and Patapedia always been called or known by those Indian names ?

Answer.—They have been known by those Indian names as far as he can remember.

Question.—Has the Patapedia ever been called by the name of Mistouche or Mistoue ?

Answer.—Never.

PRESENT.—SAMUEL SOOCH, INTERPRETER.

Signed this day by the Grand Chief, in the presence of the undersigned Chiefs.

his
JEAN BAPTISTE ✕ JEROME CHABAQUET.
mark.

WITNESS,

(Signed,) CHARLES DAWSON,
Inspector of Timber Affairs
County of Bonaventure.

PRESENT AT THE COUNCIL :

THOS. L. BEAU,
 ANDRW. GUILLEN,
 DANL. JEROME,
 WM. MORRISON,
 FR. CAPELAN,

ENTOINE METALLIC,
 BENJN. LABOMB,
 LOUIS CAPELAN,
 FR. BASKET,
 PR. METALLIC,

PE. CLEMENT.

The above certified correct.

(Signed,) THOS. GENT. SHEPPARD.

M.

MEMORANDUM.

CAMP, PATAPEDIA,
 1st August, 1854.

As it is desirable that the Maps in triplicate of the Boundary Survey under the present Commission, should be prepared for signature at Quebec in the course of November next, Mr. Bouchette, the Commissioner for Canada, will take the earliest opportunity of placing these Maps in the way of being accordingly prepared, (from the reports of the actual surveys now made,) at Quebec; and it is recommended that Captain Bouchette be employed as draughtsman for that service.

(Signed,) WM. ROBINSON,
 Major, Royal Engineers,
 Commissioner of Boundary.

N.

BOUNDARY LINE SERVICE,

Quebec, 29th August, 1854.

Sir,—A difference of no inconsiderable importance having arisen between the Commissioners appointed under the Imperial Act 14 & 15 Vic. cap. 63, to trace and mark out the Boundary between the Provinces of Canada and New Brunswick, agreeably to the award of the Arbitrators referred to in the said Act, which appears to me to resolve itself into a question of law; I take occasion of my being at Quebec for the purpose of placing in the course of preparation in triplicate to accompany the Report of the Commissioners to H. M. Government, and the Governments of Canada and New Brunswick, to have the honor of submitting to you, as Her Majesty's Attorney General of Lower Canada, the following particulars of the difference above alluded to, and to respectfully solicit your attention on the subject which will serve to remove any apparent obstacles to an amicable adjustment of the Line of Boundary between these Sister Provinces, agreeably to the intent of the above cited Act.

Agreeably to the following extract of the award of the Arbitrators; thence along this meridional line to the 48th parallel of latitude; thence along that parallel to this Mistouche River, and thence down the centre of that stream of that River to the Ristigouche; thence down the centre of the Ristigouche to its mouth in the Bay of Chaleurs, &c., &c. New Brunswick would be bounded on the East by the River called Mistouche from the 48th parallel to the River Ristigouche, in the manner described on the Map accompanying the said award, and referred to in the 1st Article of the said Imperial Act, representing the mouth of the Mistouche River to be situate about $2\frac{1}{2}$ miles above Still Water Brook, discharging on the Northerly side of the Ristigouche.

The River Mistouche explored by the undersigned does not, however, attain the 48th parallel,—its most Westerly source only reaching $47^{\circ} 54' 30''$,—and therefore could not have been intersected by a line running East from meridian line along said 48th parallel of latitude. But it does intersect from the East another River called by the Indians, and well-known as the River Patapedia, or by lumbermen called Patape, discharging into the River Ristigouche about $11\frac{1}{2}$ miles below the mouth of the Mistouche River. This River the Commissioner of New Brunswick, the Honorable A. E. Botsford, considers to be the River intended by the Act of Parliament to be the Boundary between Canada and New

Brunswick, which the third Commissioner, William Robinson, Esquire, Major, Royal Engineers, appears to confirm, from the reason of its superior width. It appears to be the River intended in the Act of Parliament,—a River which should be intersected by the 48th parallel,—and that the Map of the Arbitrators is erroneous in placing its mouth above Still Water Brook. Whereas the Mistouche River, otherwise called Tracy's Brook, is a small stream which does not fulfil the conditions proposed in the Act of Parliament, besides that the River Patapedia on Wells' Map is called the Mistouche River, from the name of the Lake of the same name, from which it takes its source.

The above views no doubt offer strong grounds for its adoption as the Boundary stream, and there is no other River short of the Redgwick River on the West of the Patapedia on the East that presents the same advantage. Nevertheless, the River thus assumed as the Boundary is not the River Mistouche named in the award, but is truly a different and distinct River.

That there may have been a mistake or error of information on the part of the Arbitrators in naming the River, even admitting it as probable, the circumstance nevertheless involves some 60,000 acres against Canada, part of which may be found to interfere. Cloridon belonging to the Crown by *Droit de Retrait*, whilst on the other hand, questions of jurisdiction between the Provinces of New Brunswick and Canada, as regards the River Patapedia as the assumed Boundary, may arise, calling into doubt the validity of such assumption by the Commissioners, or a majority of them, in deviating from the absolute letter of the Act of Parliament, unless some Act of the Imperial Parliament declared it to be the Boundary between the said Provinces.

From the above stated premises, which I have further illustrated on the accompanying sketch, you will at once appreciate the reason of my addressing you, as the highest legal authority I can appeal to under the existing state of the case.

I have the honor to be, Sir,

Your most obedient Servant,

(Signed,)

JOS. BOUCHETTE,

Commissioner for Canada.

Honorable L. T. DRUMMOND,

Attorney General,

&c., &c., &c.

O.

On Letter of JOSEPH BOUCHETTE, Esquire, of the 29th August, 1854, relative to a difference of opinion as to the River called Mistouche, in Imperial Statute 14 & 15 Vic. cap. 63.

CROWN LAW DEPARTMENT,
Quebec, September 4th, 1854.

The names of the Rivers must be taken from the plan annexed to the award of the Arbitrators, and specially mentioned in the Imperial Act, whether the Petapedia was the River which the Arbitrators intended to fix upon as the Boundary between the two Provinces or not, that line must be drawn in accordance with the words found in the Act, or as near as circumstances will permit.

I am therefore of opinion, that at the closest point of approximation between the forty-eighth parallel of latitude and the "Mistouche" the line should be run due south from that point to the source of that River, and continued thence in the manner indicated in the Statute.

(Signed,) LEWIS T. DRUMMOND,
Attorney General.

P.

SOUTH-WEST ANGLE, SEIGNIORY OF MADAWASKA,
BOUNDARY LINE, November 8th, 1854.

Dear Sir,—On my arrival at Edmondston on the 5th instant, from Fredericton, Major Robinson handed me a copy of your communication to Mr. Attorney General Drummond, dated 30th August, on the subject of the Mistouche, accompanied by his reply. Had I received these documents at an earlier day, I should have written to you before.

I now feel it my duty to object to the manner in which you stated the case to obtain the Attorney General's opinion, and at the same time to set forth a few of the reasons which influence me in coming to the decision I did in the matter, and to which you still seem to dissent.

I cannot agree with you that the selection of the River designated in the award of the Arbitrators as the "Mistouche," is a question of law, requiring the legal opinion of the Law Officers of the Crown. It is simply a question of fact, which the Commissioners alone are empowered to decide.

The sketch which accompanied and illustrated your letter to Mr. Attorney General Drummond, is calculated, in my opinion, to give a very erroneous impression as to the intentions of the Arbitrators, inasmuch as you have traced on it two Rivers, calling one the "Mistouche" and the other the "Patapedia," thus in fact deciding the whole question at issue, and assuming that the other two Commissioners are wrong in their decision, while on the original map of the Arbitrators annexed to the award, there is but one River delineated between the Redgwick and the Matapedia Rivers, and that one extends beyond the 48th parallel.

I assume it to be a correct position, when doubts exist as to the true meaning of a document, that we should consult the authorities that were before, and it is

reasonable to suppose, influenced the Arbitrators in the performance of their duty. With this view I refer you to the following official maps, containing as they do, conclusive proof as to the true River "Mistouche" intended by the Arbitrators.

No. 1.—A Map of Canada, published in 1843, by James Wyld, London.

No. 2.—A Map, compiled by A. Wells, Esquire, when appointed Commissioner on behalf of Canada, to adjust the Boundary between it and New Brunswick, which lays down the River Mistouche in every particular the same as that called the Patapedia in your sketch, prepared for Mr. Attorney General Drummond.

No. 3.—Map by A. Wells, comprehending the territory adjacent to the unsettled Boundary between the Provinces, including also the Ristigouche River, drawn from *actual Surveys*.

This Map traces the River which Major Robinson and myself have fixed on as the Mistouche of the award in the most accurate manner, and designates it as the "Mistouche," "Tracy's Brook," is correctly laid down as a small stream, but it is too insignificant to be named by him.

No. 4.—A Map of New Brunswick and territory in dispute between it and Canada, prepared under the direction of the Honorable Thomas Baillie, Surveyor General and Commissioner of Crown Lands, who was also appointed Commissioner on the part of New Brunswick, to settle the Boundary between the two Provinces.

This Map agrees with Mr. Wells', as having but one River drawn between the Redgwick and the Matapedia, called the "Mistoue," and which is made to join the Ristigouche River some miles to the Eastward of Still Water Brook.

No. 5.—A Map shewing the various proposals for the adjustment of the territory in dispute between Canada and New Brunswick, prepared by Mr. Arrow-smith, 12th September, 1845. This Map also shews but one River between the Redgwick and the Matapedia Rivers, which is called the "Mistouche." It is represented as taking its rise in a Lake "Mistoue," and its course, as well as that of its tributary, Pollard's Brook, are correctly laid down, which clearly identifies this River as the same as that called by the lumbermen "Pattamajaw." The only error seems to be that its entrance into the Ristigouche River is represented as being farther to the West than is found to be the case upon a more accurate Survey. It is not, however, very extraordinary that in a wilderness country, not yet properly surveyed, Maps should differ from each other as to some of the details as to rise, course, and discharge of its Rivers; but these discrepancies cannot extinguish the name and the actuality of the River itself.

I am informed that all these Maps, to which I have referred, with the exception of Wyld's, were officially transmitted from the Colonial Office for the information of the Commissioners appointed in 1846 by Her Majesty's Government, to report upon the disputed Boundary, and made use of by them in the compilation of their Map, upon which the Arbitrators in London based their award.

All these maps, together with the map annexed to the award of the Arbitrators, agree in representing but one large River, designated as the Mistoue, between the Redgwick and Matapedia Rivers, having its rise in a Lake named, even in your map of Canada, "Mistoue."

I believe it will not be disputed that there is, in fact, but one large River between the Redgwick and the Matapedia Rivers, ascending North to the 48th parallel. It is equally certain that it was the intention of the Arbitrators to select a tributary of the Ristigouche as a portion of the Boundary between the Provinces, which would be intersected by the prolongation of the 48th parallel of latitude from the Redgwick.

The appointment and powers of the Commissioners under the Imperial Act 14 & 15 Vic. cap. 63, and the manner in which they should carry out the award, are thus defined :—

It shall be lawful for one of Her Majesty's Principal Secretary of State to appoint such person or persons as he may think fit, to ascertain, define, and mark the Boundary Line between the said Province of New Brunswick and the said Province of Canada, according to the intent of the said award.

I confess I cannot see any force in the argument, that because this River has been indifferently called at various times the "Patapediac, Patapajaw," and "Matamagee," it cannot therefore be the Mistouche of the Arbitrators, though so termed in all the official authorities to which I have previously alluded.

Mr. Attorney General Drummond, in his opinion, states, "that the names of the Rivers must be taken from the Plan annexed to the award of the Arbitrators, and specially mentioned in the Imperial Act."

Admitting this opinion to be the criterion by which the Commissioners should be governed in the performance of the responsible duties devolving upon them, I humbly contend that in selecting the "Mistouche," Major Robinson and myself have strictly adhered to it, for the following reasons, viz. :—

1st. The small stream known as Tracy's Brook, which you assume to be the "Mistouche" of the award, is not even set down in the Map of the Arbitrators, and does not extend to the 48th parallel, nor is this Brook noticed in any of the official documents which must have been before the Arbitrators, except in Mr. Wells' Map (No. 3), where it is laid down, but not deemed of sufficient importance to be named, while the "Mistouche" is distinctly defined, and occupies upon the face of the Map the exact spot, and is the identical River called by the lumbermen "Patapajaw."

2nd. By the map annexed to the award, it is evident that the Arbitrators selected the only River between the Redgwick and Matapediac Rivers, which extended as far North at the 48th Parallel, which, upon reference to the official maps before them, they found to be called by the name "Mistouche" or "Mistouche."

3rd. The River fixed upon by the majority of the Commissioners is identical with the River laid down both in Mr. Wells' and Mr. Baillie's Maps, (previously referred to as Nos. 2, 3, 4,) and named by both the "Mistouche," having its entrance into the Ristigouche River to the Eastward of Still Water Brook.

Then it is considered that these maps were drawn up in the offices of the Surveyor Generals of Canada and New Brunswick, prepared under the supervision, and it may be presumed, compiled from the most authentic sources of the two gentlemen selected for their knowledge of the subject, to adjust the Boundary in dispute between Canada and New Brunswick, I submit that they are the best authority which the case admits of.

In arriving at the conclusion I have, as to what River should be established as the true "Mistouche" of the award, I have not been influenced by any unworthy motives of obtaining additional territory for New Brunswick, to which she was not justly entitled under the award, and I frankly admit, however strong an opinion I may have formed on this subject, and however much I might have regretted it, still I should have felt it to be my duty to have bowed to Major Robinson's decision, had it been adverse to mine, well knowing that my Government are anxious to have this long pending and difficult question finally adjusted without the necessity of a further reference to them.

I have only to add, that I cannot admit "that the majority of the Commissioners have deviated from the absolute letter of the Act of Parliament," and in the discharge of this troublesome duty, as well as in every other portion, we have

I conceive, fulfilled it to the letter, though we have been so unfortunate as to differ from you on this point, which I can assure you, is the cause of much regret to

Yours very truly,

(Signed,)

A. E. BOTSFORD,

Commissioner of Boundary
for New Brunswick.

Jos. BOUCHETTE, Esquire,
Commissioner for Canada,
&c., &c., &c.

Q.

(Extract.)

PATAPEDIA RIVER,
Collick's, 10th August, 1854.

We reached this settlement safe, after a rapid run down of 4½ miles, satisfied of having met your wishes and that of Mr. Botsford, in having gone up for a talk to your camp, where however, without having altered your predilection upon adopting the Patapedia for the Provincial Boundary, in its course from the Ristigouche to the 48th parallel. The few observations which I made, further satisfied me that the Geographical position was somewhere very near the latitude 47° 59' 32" or 33", and nearly agreeing with your observations, which, with those of Mr. Botsford, cannot fail to establish the 48th degree beyond doubt, to the greatest possible nicety.

Reverting to the Patapedia, and without recurring to the grounds of my objections to adopting that River beyond the Westerly branch, called by lumbermen, Pollard's Branch or Brook, if one must be adopted of necessity, for the Boundary, under the circumstances of the real Mistouche not fulfilling the provisions of the award, and of the apparent mistake in the delineation of that part of the Boundary Line on the map of the Arbitrators.

I would strongly suggest, suspending until you hear from me; the planting of the Iron Monuments on the banks of the River, it strikes me forcibly, the more I dwell on the subject, after the conversation we had together before leaving the camp, that there appears to be an absolute necessity of some declaratory Act of the Imperial Parliament, to rectify the mistake in the 15 & 16 Vic. cap. 63, and thereby avert litigation that it may give rise to between lumbering parties; calling into question the legal right which the Commissioners, or a majority of them, may assume to adjust any apparent mistake, in adopting the Patapedia in lieu of the Mistouche for the Provincial Boundary, however plausible their reasons for doing so may be as their extenuation. I am, like yourselves, anxious to close the service this season, now flying past us, and therefore, since you have been conferring and operating at the East, and instead of breaking ground in the centre of our work on the Redgwick, I willingly forbear throwing any obstacles in the way, so go on as you proposed in your note; and yet, by following out the plan of operations arranged at the camp, may accomplish the survey in time for your return to Newfoundland before the setting in of winter. I will write to you from Quebec, *sans faute*.

Blaklock was off at seven, and will leave to-morrow morning *en route* for the tangent line, when I will join Mr. Botsford in three or four weeks; and after

seeing you at the Redgwick together, to start the Boundary on the last year's work. Meantime, the Maps will be preparing, and I shall proceed to Quebec *via* Kempt Road, so as to enable me to visit the Islands, and personally have seen that portion of the River Boundary below this.

I will write a line to Mr. Botsford, so wishing you good cheer, health, and fine weather,

Believe me, &c.,

(Signed,) JOS. BOUCHETTE.

To MAJOR ROBINSON,
Royal Engineers,
Commissioner of Boundary.

R.

(JOS.)

Under the authority given me, as one of Her Majesty's Principal Secretaries of State, by an Act of the 14th and 15th year of the Reign of Her Majesty, entitled, "An Act for the Settlement of the Boundaries between the Provinces of Canada and New Brunswick," I hereby appoint Major William Robinson, Royal Engineers; Joseph Bouchette, Esquire; and Amos Edwin Botsford, Esquire; to ascertain, define, and mark the Boundary Line between New Brunswick and Canada, according to the intent of the award mentioned in the said Act.

(Signed,) JOHN S. PACKINGTON, [L.S.]

DOWNING STREET, 2nd August, 1852.

PROVINCIAL REGISTRAR'S OFFICE,

Quebec, 23rd March, 1855.

I hereby certify, that the foregoing is a true and correct copy of the original instrument of appointment, as entered upon the records of this office.

(Signed,) THOS. AMIOT,
Deputy Registrar.

S.

EXTRACT from the Report of Mr. Charles Dawson, lately employed in an investigation of the state of the Timber Trade in the Bay of Chaleurs.

I would here beg to notice the present state of the Boundary Survey as it effects the collection of the Timber Duties. By the Act of the Imperial Parliament, the Boundary is fixed at the 48th parallel of latitude until it is intersected by the Mistouche River; certainly an inconvenient Boundary for Canada, as it cuts off the mouths of some Rivers from their sources, and as it forms an acute

angle with the Ristigouche,—the more it is extended Eastward the more inconvenient it would be.—Those interested in New Brunswick have raised two questions: first, as to the identity of the Mistouche (among the Lumberers, Tracy's Brook), which they say is the Patapediac, and, therefore, wish the line extended to that River. The second question raised is, that the Mistouche, being a small stream, does not extend so far as to intersect the 48th parallel, and that the Boundary should be extended along said parallel until it is intersected by the next large stream, viz., the Patapedia; would it not have been as reasonable, on finding that the line 48° would not be intersected by the Mistouche, to have stopped at the Petomkedgwick, a River about as far to the West as the Patapedia is to the East side of the Mistouche.

There cannot be the slightest doubt as to the identity of the Mistouche, for having gone up the Ristigouche in the month of April last, by directions from the Department, in order to ascertain what Timber was being made on the Canada side of the Boundary, I procured as much information as I could, regarding the identity of the Mistouche, from the Indians and others, and found the evidence quite conclusive.

After questioning a number of Indians on the subject, I requested two of them (old men) that I met accidentally on the ice, to draw on the ice the Ristigouche and its tributaries, which they did, and named every tributary from the sources thereof to the sea; there can therefore be no doubt as to the identity of the Mistouche; it is not, in fact, known to the Indians as Tracy's Brook, that name being only given by the lumberers, since a person of the name of Tracy made timber there.

I was also present with Joseph Bouchette, Esquire, Boundary Commissioner for Canada, at a Council of Indians, held at Mission Point, Ristigouche, on which occasion the evidence as to the identity of the Mistouche was of the same conclusive nature.

Certified, a true extract of the report on record in the Woods and Forests branch of the Crown Law Department.

(Signed,) WM. McD. DAWSON.

CROWN LAND DEPARTMENT,
1st June, 1855.

T.

QUEBEC, 15th May, 1854.

Sir—Having received your instructions, bearing date the 10th day of March last, authorizing a Survey of the Rivers Mistouche and the Ristigouche, from its confluence with that stream to Campbellton (as forming a part of the Boundary between Canada and New Brunswick), to be made, I have the honor to inform you, that I left Quebec on the 12th of March, accompanied by Mr. F. X. Bois, as chain-bearer, and proceeded to Lake Temiscouata, where I provided myself with such camping equipage, provisions, &c., as could be procured in the Boundary Commission Stores at that place; thence I proceeded to Edmonston, Madawaska, and with the assistance of Mr. John Emmerson, I procured a surveying party of seven men (together with two extra men to assist in transporting the baggage and provisions, &c., across the Portage); and having completed the re-

quisite outfit for the service, I finally left the Little Falls on the 20th of the month, passing by the Grand River and the lumber roads in that direction. I reached the upper waters of the Ristigouche, a few miles below the embouchure of the "Wagan."

I descended the former stream for two days' march, and on the 25th halted at an old lumber shanty, about one mile above the entrance of the River Mistouche.

In the settlement at Madawaska, and in traversing the Portage from the River St. Johns, I had the opportunity of conversing with several Indians and Ristigouche lumbermen, well acquainted with the tributaries of the main Ristigouche, who all concur in naming this stream Mistouche.

I therefore determined to begin the survey here, and with that view I began adjusting my instruments for Astronomical Observations. The weather for several days proved very unpropitious, being continually overcast with clouds, and it was the 29th instant before I obtained the requisite observations necessary to determine the latitude and a true meridian; having done so, and found the variations of the compass to be 20" West, and the latitude of my starting point to be 47° 46' 45" North. I commenced scaling the Ristigouche North-easterly 81 chains to the mouth of a small River entering the former stream on the North side, and 55 chains 56 links due North from the point of departure; this being the stream known as the "Mistouche" or "Mistook," agreeing with the River "Mistouche" as marked upon the Boundary Line Map accompanying my instructions, and named in the award on the Boundary between Canada and New Brunswick.

I proceeded to scale it, which I succeeded in doing for one mile only, when it became all open and quite free from ice, rendering it impossible to continue without passing either through the woods on the bank or in the water,—the season of the year making it quite impracticable to do the latter.

The River Mistouche, or, as it is pronounced by the native Indians, "Mistoue," is likewise known to lumbermen, in the vicinity, as Tracy's Brook.

It is situated in latitude 47° 47' 20" North, and enters the main Ristigouche on the North bank, at 10 miles 51 chains below the mouth of the "Redgwick;" it is not more than 70 links wide, with a strong and even current, and appears to run for some distance in a North-westerly direction. I was informed it had been ascended by small tow boats (a flat bottomed description of vessels used by the lumbermen for conveying their supplies of provisions, &c., into the interior forests) from five to six miles, and that lumber had been driven down at some ten or twelve miles further.

By information obtained from an Indian hunter (J. B. Thomas), well acquainted with this stream, it would appear that it is separated into three branches, about six miles from its mouth. The left hand or Westerly one runs away West, North-west, and takes its source near the Beaver Brook, a large branch of the Redgwick. The right hand or Easterly branch runs in a North-easterly course, and heads near to Pollard's Brook, a large branch of the Patapediac.

The middle or Northerly branch would appear to run in the most direct course as it is probably 15 or 16 miles in its whole length; all the waters of the three branches being enclosed within the arms of Pollard's and Beaver Brooks.

Finding I could not succeed in carrying out the principal object of the expedition, I determined to pursue the latter part of my instructions, namely, to survey the Ristigouche from the Redgwick to Campbellton; this I had a favorable opportunity of doing, the ice upon the main River being firm and good. I accordingly began at my first station and scaled up to the mouth of the Redgwick, a distance, from the embouchure of the "Mistouche," of 10 miles 52 chains. I was joined at this time (31st March) by Mr. Cunard, Barbare and two men, who continued with me throughout the remainder of the survey.

From the Mistouche I scaled the Ristigouche down to the "Upsalquitch" a distance of 41 miles 16 chains; the whole distance from "Redgwick" being 51 miles 67 chains 75 links, to a spruce tree on the East branch of the stream, where I closed the survey. At 21 miles 58 chains from the Redgwick, I passed a large stream entering the Ristigouche from the North-west, known by the name of the "Patapedia," and although the survey of it was not ordered in my last instructions, yet, having some extra provisions and the state of the ice being propitious, I thought it might be of advantage to the Commissioners, in furthering their operations, to obtain some definite information thereto. I accordingly made a rapid survey of it for $16\frac{1}{2}$ miles, to within a short distance of the first forks, known as Pollard's Brook, but owing to the bad state of the ice I could proceed no further, the River being nearly all open.

On my arrival at the River "Upsalquitch" with my survey, the season being pretty far advanced (the 17th April,) and fearing the ice on the upper Ristigouche might break up and render it difficult to return with the baggage, instruments, &c., I therefore thought it advisable to abandon the further prosecution of the work towards Campbellton, and return home.

Accordingly, on the 17th April, I dismissed Mr. Barbarie, with his two men, and started with the remainder of the party on the return homeward.

The 22nd, I reached Edmerson, where I was detained two days paying off the men, and settling the accounts with Mr. Emmerson; and on the 25th, I again left Madawaska, and, encountering considerable difficulty in travelling, from the exceedingly bad state of the road, I finally reached Quebec on the 30th April.

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

(Signed,) F. BLAIKLOCK, D.P.S.
Acting as Chief Surveyor for Canada.

U.

CAMP NEAR REDGWICK,

October 12th, 1854.

Dear Sir,—I beg to acknowledge the receipt of your communication, dated Quebec, 7th September, forwarding me the copy of a letter which you addressed to the Honorable the Attorney General for Canada, on the subject of the difference of opinion which has arisen between yourself and the other two Commissioners of Boundary, as to the true Mistouche River, together with the copy of the opinion given by him in reply.

I need not explain to you the cause of the delay in my receiving this letter, with its enclosure, because you yourself became the bearer of it to this place from the Post Office, to which it had been waiting for an opportunity to be forwarded to me.

As without the sketch which accompanied your letter to the Attorney General a full understanding of the case submitted to him cannot well be arrived at, I beg leave to request a copy of it from you.

In the mean time, I take this opportunity of stating, in reference to that part of your letter which refers to me individually, that my opinion as to the River struck by the Parallel of 48° which has been fixed upon, and marked by the

majority of the Commissioners, as being the true River Mistouche of the Arbitrators, and of the map accompanying their award, is founded, not only upon magnitude, length of course, and breadth of stream, as well as eligibility, but also upon the official map drawn up in the Offices of the Surveyors General of both Canada and New Brunswick, which were transmitted from the Colonial Office in London, for the information of the Commissioners appointed in 1846 by Her Majesty's Government, to report upon the disputed Boundary, and made use of by them in the compilation of their map, upon which the Arbitrators in London made their award.

Both these maps agree in representing one large River, and one only, situated between the Redgwick River and the Matapedia, as extending to the 48th parallel, having its source in the Highlands overlooking the St. Lawrence, and discharging its waters into the Ristigouche River, on the north side.

Both maps agree in giving it the same name of Mistouche, but they do not agree as to the point where it enters the Ristigouche; the map of New Brunswick, placing it much farther to the eastward, than that of Canada does.

A map of Canada, published in 1843, by James Wyld, the well known Geographer, in London, gives the same River with the same name of Mistouche, and makes it enter the River Ristigouche in the same manner, and the same place as shewn on the map of the Arbitrators.

Another official map, published at Washington, in 1843, and compiled by Officers of the United States Corps of Topographical Engineers, from explanatory surveys made by them in these Highlands, give the same point of entrance into the Ristigouche, but call it "Mattamaja," which is an approach to Patapedia, or Patty-pejuin of the Lumbermen, who, together with the Indians, are with rare exceptions, the sole visitors of these Rivers, and often change the old names given by the Indians, to others better suited to themselves. This point of discharge, however, as shewn by these two maps and others, might be quoted, but it is unnecessary, because it is now known that in this particular they are incorrect, and the entrance into the Ristigouche should be placed more to the eastward, than shewn on the map of the Arbitrators, but the difference caused thereby would be so unimportant, and on the map or the scale to which it was drawn, would appear so small, that it is highly improbable it could have affected their selection.

Having for certain reasons specified in that Report, determined to carry the the Boundary east of the Redgwick, they selected the next River, struck by the parallel of 48°.

This unforeseen choice of this tributary River as the Boundary has given it an importance which it did not then possess and would not otherwise have attained.

I have little doubt, but I have not the means of reference by me, that most of the best maps published in Canada, agree generally as to this stream, its size and its name, but differing from each other in some of the details as to the rise, course, and discharge.

But these discrepancies do not extinguish the name and the actuality of the River itself; nor can the single instance in one map which you possess, which applies the words "Tracy's Brook" or "Mistouche River" to a comparatively insignificant stream, so small as not to have been mentioned by name in any of the documents before quoted, be deemed sufficient to overturn the name of the River applied to it by as many other authorities, and thereby defeat the undoubted intentions of the Arbitrators.

These differences are merely the errors of the compilers, arising from want of proper surveys. Until this year, I believe, no survey was ever made of the River Mistouche, and that has only been done by our parties, from its mouth, not to its source but to a few miles only beyond the point where the 48th parallel struck it.

The Honorable the Attorney General says, the names of the Rivers must be taken from the plan annexed to the award of the Arbitrators, and specially mentioned in the Imperial Act; now, the small stream known as Tracy's Brook is not set down at all in that map; I consider therefore, that the Commissioner for New Brunswick and myself, have fixed upon the true River Mistouche of the map, and of the intentions of the Arbitrators, notwithstanding that the River is now generally called on the spot Petapedia or Patty-pejuin.

I should make this letter too long were I to pursue the subject farther at present; I defer doing so until I have an opportunity of conferring with our colleague, Mr. Botsford.

Believe me, dear Sir,
Yours very truly,

(Signed,) WM. ROBINSON,
Major Royal Engineers,
Her Majesty's Commissioner of Boundary.

V.

[Extract.]

COLLICK'S, PATAPEDIA, July 9th, 1854.

I look forward with great pleasure at our approaching meeting with our friend and *confrère*, Major Robinson, to-morrow or next day. I will be down in the afternoon with the other canoes to take up some provisions with us, as we may be some eight or ten days reaching the Upper Forks of the Redgwick before the party can reach that point.

Sincerely hoping that the suggestion of making one depot on the Redgwick, in the vicinity of the 48°, and running that parallel East to the first waters of the Ristigouche, will meet with the concurrence of myself and Major Robinson,

(Signed,) JOS. BOUCHETTE.

Honorable A. E. BOTSFORD,
Boundary Commissioner.

W.

EXTRACT of Letter from Mr. Dawson, dated at New Carlisle, 10th March, 1854.

"In reference to the duties which Arthur Ritchie & Co. declined paying, on the ground that the Timber was obtained on the Lands awarded to New Brunswick, I have to remark that I perceive an inclination among different parties to encroach still further, on the pretext that the Patapedia River is the real Mistouche, and that the 48th parallel of latitude will cross it far up the stream. I do not see any possibility of avoiding this difficulty without maintaining the right of Canada to the Timber duties on its old limits, until such time as the Boundary Commissioners have determined the Boundary Line, as

“ the different parties seem to be constituting themselves judges, and will, without doubt, act according to their own views in the matter, unless very efficient measures are adopted to prevent them.”

X.

CARLETON, 23rd May, 1855.

Sir,—In compliance with your instructions of the 17th ultimo, I immediately proceeded on my first visit to the Ristigouche, in order to ascertain the number of parties cutting timber on the Canada side of the Ristigouche. I found that several parties were making timber, but as they cannot drive the same before the 15th or 20th June, I will then be in attendance to get the quantities, and see the whole is accounted for, as I am determined to act strictly, and with determination.

I beg leave to observe, that I have received information that two parties have been cutting and making quantities of timber between the River Redgwick, Mistouche Brook, and the River Patapedia, which parties admit that a part of the said timber has been cut in Canada, and the remainder on the disputed territory between New Brunswick and Canada; there is also a quantity of timber hauled out at the Indian Mission in Ristigouche, made by the Indians, which they say has been cut on their lands. There are, also, several small quantities cut by parties claiming their lands by tickets of occupation.

I now wish particularly to be informed how I am to act under the different circumstances, and in respect to the parties making timber on the lands held under tickets of occupation, if they are liable to pay license duty, or in what manner they are to be dealt with.

I beg leave also to observe, that from information I received while at Ristigouche, from parties making timber, as well as the inhabitants pretend to say, that the whole of the River Ristigouche, from their banks, belong to the Province of New Brunswick, and that rafts afloat in the River is actually in New Brunswick. I would therefore wish to know whether I should insist on the duties being paid before the landings are broken, or in what manner I am to proceed in such cases, as well as in any other information touching timber made on or near the disputed Boundary, as I fear difficulties may occur.

Awaiting your further instructions,

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

(Signed,) JOSEPH N. VERGE,
Crown Timber Agent.

Honorable JOSEPH CAUCHON,
Commissioner of Crown Lands;
Quebec.

V.

On the Report of the Commissioners on the Boundary Line between New Brunswick and Canada.

CROWN LAND DEPARTMENT,
Montreal, 21st October, 1848.

It was intended to postpone the consideration of the Report of the Commissioners appointed by the Queen, to investigate and report upon the respective claims of Canada and New Brunswick, respecting the territory in dispute between them, until in possession of the maps alluded to in Earl Grey's Letter of the 26th August, transmitting the Report, and which it is to be hoped will be accompanied by the exploring Commissioners' Report on the result of the field observations.

But the recommendations of the Report are so greatly at variance with what the people of Canada were led to expect from their long-settled conviction of their right to a territory which, if acknowledged as British, could by no possibility belong to any other Province than Canada, that it may be unadvisable to allow the Report to remain any longer unnoticed, silence might be construed as a tacit acquiescence in the views of the Commissioners, against which this Province must strongly protest.

New Brunswick, a Province of comparatively recent creation, and a dismemberment of older Provinces, was by proclamation, under its former destination of Nova Scotia, and by subsequent documents, bounded at the West by the River St. Croix, and a line due North extended to the Southern limits of Canada. This line in position, irrespective of courses of Rivers or any other consideration whatever.

It has been established in the field, and formally acknowledged by the Government of Great Britain and United States, that up to the River St John, there cannot be the slightest difficulty in extending it from that River even to the shores of the St. Lawrence, West of that line, New Brunswick can have only legal or even equitable claim. It therefore required much ingenious and specious argumentation on the part of Mr. Johnson (the Report is evidently drawn by a lawyer, not by a military man), based altogether upon presumed or supposed intentions, and skilfully commencing the discussion of the Boundary at what ought naturally to have been its closing point, to enable the Commissioners to suggest a deviation from the due North line, which, if carried into effect, would virtually amount to the spoliation of one Province for the aggrandizement of the other.

On the Southern Boundary of Canada, from the Western extremity of the Baies des Chaleurs Westward to the due North line, which is to form the Northern limits of New Brunswick, it would be premature to offer any remark, until the Maps and Report of the Gentlemen entrusted with the exploration, which was to enable Her Majesty's Government to decide on the claims of the two Provinces, have been received. It is, however, difficult to imagine what new feature has been discovered in the general aspect of the country to justify their joining in the report in question.

In the meantime, it is well to observe that there is an important feature in the present question which ought not to be lost sight of. At the time New Brunswick was erected, the Sovereign had an undoubted right not only to assign to each Province what limits he saw fit, but even (it is presumed) to take from the acknowledged territory of one Province to add to that of another, without even consulting either.

But the Imperial Act which has transferred the Crown Lands to the Provinces has, it would seem, circumscribed the power of the Sovereign in that respect, by

giving the Provinces an interest in the soil, and a sort of ownership, which they did not previously possess. The question of limits, therefore, now involves one of property, which (unless Imperial interests intervene) must be decided by the strict, legal rights of the parties.

It is to be hoped that Her Majesty's Government will be induced to suspend all further action on this Report until such time as the claims of Canada can be fairly laid before them.

It must be remembered, however, before concluding these observations, that the perusal of the Commissioners' Report must leave a painful impression on the inhabitants of Canada, that their interests have not been sufficiently consulted in the nomination of Mr. Johnson as one, and apparently as the adjudicating Commissioner.

As a supposed disinterested party, he may have been intended as an Umpire; but the whole tenor of the Report shews him the decided advocate and special pleader of the cause of New Brunswick.

(Signed,) T. BOUTHILLIER.

(True Copy.)

(Signed,) T. BTE. RAYMOND.

No. 12.

LETTER,—Joseph Bouchette, Esquire, to the Honorable the Provincial Secretary.

QUEBEC, 30th November, 1854.

Sir,—In transmitting the within Report of the Commissioners appointed under the Imperial Act 14 & 15 Vic. cap. 63, submitted for the information of His Excellency the Governor General; the progress they have made in the survey for defining the Boundary Line between the Provinces of Canada and New Brunswick.

I have the honor to state, that as Commissioner for Canada, I will, at an early day, have the honor of laying before His Excellency in Council, a full report in reference to that part of the joint Report relating to the difference of opinion which has arisen between him and the majority of the Commissioners, on the subject of the Mistouche River which is to form part of the Boundary between these Provinces, under the award of the Arbitrators.

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

(Signed,) JOS. BOUCHETTE,
Commissioner of Canada.

Honorable P. J. O. CHAUVEAU,
Provincial Secretary.

LITTLE FALLS, NEW BRUNSWICK,
10th November, 1854.

Sir,—We, the undersigned Commissioners, appointed under the Imperial Act 14 & 15 Vic. cap. 63, to ascertain, define, and mark the Boundary Line between Canada and New Brunswick,

Have the honor to report to you, for the information of His Excellency the Governor General, that in pursuance of the duty assigned to us, we assembled and met together on the River Ristigouche, in the month of July, as soon as the authority received for our re-assembling permitted us to do, and proceeded with the Boundary, as follows:—

2. Two of the Commissioners proceeded up the River Mistouche of the Arbitrators' map, and established, by Astronomical observations and measurement, the point where it was intersected by the parallel of 48°.

3. The Commissioner for Canada differing with them in opinion, proceeded to explore a stream more to the Westward, which, in his opinion, he conceived to be the true Mistouche.

4. He found, however, that it would not comply with the conditions specified in the Imperial Act, inasmuch as it did not extend sufficiently to the North to be intersected anywhere in its course by the 48th parallel.

5. He therefore returned to the other two Commissioners, and having made Astronomical Observations to verify the correctness of the latitude of the point they were establishing, repaired to Quebec to consult with the Canadian Authorities, on the subject of difference.

6. In the mean time, the Parallel was being run West, and has been cut out and marked with proper monuments as far as the River Redgwick.

7. Other portions of the Line, defined and cut out last year, have been marked with iron monuments.

8. Explorations also of the Highlands have been made by the Commissioners, with the view of determining the points from which the tangents, as directed in the Imperial Act, should be run.

9. These, owing to the difficult nature of the Country, in addition to the vagueness and indefiniteness of the terms Tangents to Highlands, leaving much open to the discretion or opinions at least of the Commissioners, have caused them much delay, and impeded their efforts in pushing the work on to a final settlement this year.

10. And they have, therefore, to report, that, as the season in which such operations can be carried on with advantage, will very shortly be closed by the setting in of Winter, it will be necessary for them to re-assemble again next season, when, they have no doubt, they will be able to conclude the service.

We have the honor to be, Sir,
Your obedient humble Servants,

(Signed,) WM. ROBINSON,
Captain, Royal Engineers, Brevet Major.

“ JOS. BOUCHETTE,
Commissioner for Canada.

“ A. E. BOTSFORD,
Commissioner for New Brunswick.

Honorable P. J. O. CHAVEAU,
Provincial Secretary, &c., &c., &c.

No. 13.

COPY of a Despatch from the Lieutenant Governor of New Brunswick, to the Administrator of the Government of Canada, with a Memorandum of the Executive Council of New Brunswick.

GOVERNMENT HOUSE,

Fredricton, N.B., 4th May, 1854.

Sir,—The enclosed Memorandum, with reference to the proceedings of the Commissioners for running the Boundary Line between Canada and New Brunswick, has been placed in my hands by the Members of my Executive Council.

I think it right to forward it to Your Excellency, but at the same time, I desire to guard myself from expressing or implying any opinion of my own on the subject matter to which it relates.

It is no business of mine to criticise or canvass the steps taken by the Canadian Government in the exercise of their own discretion.

Having conducted the negotiations myself which led to the settlement of the Boundary, under the Imperial Act 14 & 15 Vic. cap. 63, and as the Lieutenant Governor of this Province, I am anxious unequivocally to state, that I conceive New Brunswick to be bound, no less by good faith and honor towards Canada, than by her own interests, to carry out effectually and completely the agreement recorded in the Act of Parliament.

I presume, that the views embodied in the Memorandum now enclosed, were suggested to my Council by the fact, that the House of Assembly of New Brunswick, in the Session just ended, showed an indisposition to provide beforehand for the probable cost of completing the Boundary Line, over and above the balance of the disputed Territory Fund.

My Council, however, are prepared, from that source and on their own responsibility, to advise the advance of a sum sufficient to carry on operations in the season about to commence; at any rate, so far as will enable the Commissioners to fix the Eastern limit of the Line yet to be run between the two Provinces.

Our Commissioner, Mr. Botsford, will therefore hold himself in readiness to meet the Canadian Commissioner and Major Robinson on the Ristigouche, at such time as Your Excellency may be pleased to appoint.

I have, &c.,

(Signed,) EDMUND HEAD.

His Excellency Lieutenant General ROWAN, C.B.,
&c. &c., &c.

MEMORANDUM OF COUNCIL,

Dated 3rd of May, 1854.

Whereas the expenses of the Survey of the Boundary Line between this Province and Canada, have thus far greatly exceeded what was anticipated by the Government and Legislature of this Province, and are such as have led to the impression that the Commissioners have carried on their work upon too elaborate and expensive a scale.

The Executive Council in Committee, are, therefore, of opinion, that the subject should be brought under the consideration of the Canadian Government, in the hope that that Government will unite with the Government of this Province in impressing upon the Commissioners the necessity of completing the survey with as little expense as possible, consistently with a due regard to the importance of the work.

The Executive Council have taken the responsibility of recommending that £2,000, currency, be placed at the disposal of His Excellency the Lieutenant Governor, to enable the work to be proceeded with,—an amount, in their opinion, sufficient for future operations.

The Council request, that a copy of the foregoing memorandum be entered on the minutes, and that His Excellency the Lieutenant Governor communicate the same to the Canadian Government; also, that a copy be furnished to the Honorable A. E. Botsford, the Commissioner on the part of this Province.

No. 14.

COPY of a Despatch from the Right Honorable the Secretary of State for the Colonies to the Governor General, with Copy of Despatch from Lieutenant Governor of New Brunswick.

(Copy.—No. 4.)

DOWNING STREET, 12th March, 1852.

My Lord,—I have the honor to acknowledge the receipt of your Lordship's Despatch, No. 11, of the 17th of February, reporting that you had appointed Joseph Bouchette, Esquire, the Commissioner, to run the Boundary Line between Canada and New Brunswick, on the part of the Canadian Government.

I transmit, for your information, the Copy of a Despatch from Sir Edmund Head, stating that Mr. Botsford had been nominated the Commissioner on the part of New Brunswick; and with reference to the Lieutenant Governor's observation as to the rate of remuneration to be assigned to him, I have to request, previously to selecting the third Commissioner, that your Lordship would specify what you consider a proper payment to each of the three Officers, by way of remuneration for their labor.

The Act gives power, by its second section, to apply the proceeds of the Disputed Territory Fund to running the line; and it would probably be desirable that a fixed sum should be paid by way of such remuneration, and in addition, their reasonable expenses discharged. But I consider that your Lordship will be best able to estimate what is required for this purpose, and shall wish to be informed as speedily as may be of your opinion.

I have, &c.,

JOHN S. PAKINGTON.

The Earl of ELGIN, Canada.

(Copy.)—No. 62.

GOVERNMENT HOUSE,

Fredericton, N.B., October 18th, 1851.

My Lord,—I received the copy of your Lordship's Despatch of August 8th, 1851, addressed to His Excellency the Governor General, which was enclosed in the Despatch to myself of the same date, No. 282.

After conferring with my Council, I beg to propose to your Lordship, as a Commissioner for running the Boundary, on the part of New Brunswick, the Honorable Amos Edwin Botsford, a Member of Her Majesty's Legislative Council, and a person of whose ability and character I entertain a very favorable opinion.

I presume that Mr. Botsford will be remunerated for his services at the same rate as the Canadian Commissioner, and the amount of that remuneration he is quite willing to leave to your Lordship and Lord Elgin.

The money paid to both will of course be charged on the fund derived from the disputed territory.

I have, &c.,

EDMUND HEAD.

The Right Honorable Earl GREY.

No. 15.

COPY of a Dispatch from the Governor General to the Secretary of State for the Colonies, with a Copy of a Minute of the Executive Council.

(Copy.)—No. 47.

GOVERNMENT HOUSE,

Québec, 4th June, 1852.

Sir,—With reference to your Despatch to me, No. 4, of the 12th of March, I have the honor to enclose herewith the Copy of a Minute of the Executive Council of this Province, recommending that two pounds, currency, per day, be allowed to each Commissioner whilst actually employed in the survey of the Boundary Line between Canada and New Brunswick, and his reasonable expenses.

I have, &c.,

ELGIN & KINCARDINE.

Right Honorable Sir JOHN PAKINGTON,
&c., &c., &c.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 22nd May, 1852, approved by His Excellency the Governor General in Council, on the same day.

Upon the memorandum made by the Commissioner of Crown Lands, upon the probable expense of a survey of the Boundary Line between Canada and New Brunswick.

The Committee recommend that two pounds currency be allowed each Commissioner, per day, whilst actually employed on the survey, and their reasonable expenses. As a high class of Surveyors must be engaged in this service, the Committee recommend that the usual pay be increased to twenty shillings per diem, whilst actually employed on the survey, together with their reasonable expenses.

Certified.

WM. H. LEE,
Clerk, Executive Council.

No. 16.

COPY of a Despatch from the Secretary of State for the Colonies to the Governor General.

(Copy.—No. 50.)

DOWNING STREET, 21st July, 1852.

My Lord,—I have to acknowledge the receipt of Your Lordship's Despatches of the 4th June, No. 47, transmitting an extract from an approved report of a Committee of the Executive Council of Canada, on the subject of the remuneration which it would be proper to assign to the Commissioners appointed to run the Line of Boundary between Canada and New Brunswick.

I have no objection to offer to the rate of any pay proposed by your Executive Council, and having communicated with Lieutenant Governor Sir Edmund Head he has signified his concurrence on the part of New Brunswick, in the arrangement of your Council. Sir Edmund Head has however suggested, that the allowance of £2 to the Commissioners, and £1 to the Surveyors, (in addition to reasonable expenses) should only apply to the number of days in the field, and include the report, unless an additional allowance be specially recommended by the two Governments; and, that if any person receiving a salary as a Public Officer, be appointed Commissioner or Surveyor, the salary be not paid in addition whilst he receives the allowance, unless the Provincial Government think fit to sanction it. These suggestions I content myself with mentioning to your Lordship, and request you to have the goodness to confer thereupon, and decide with the Lieutenant Governor on his return to New Brunswick.

I have to inform your Lordship that the Master General and Board of Ordnance have recommended the employment of Major Robinson as the third Commissioner; that that Officer will accordingly be appointed; and that it will devolve upon

your Lordship, in concert with the Lieutenant Governor of New Brunswick, to furnish him with instructions, and apprise him when his services will be required. I have to add that Major Robinson is at present Commanding Engineer at Newfoundland.

Your Lordship will understand that Major Robinson will receive from Provincial funds such addition to his military pay as is usually allowed to Officers in Her Majesty's service when engaged on extra duty.

I have, &c.,

(Signed) JOHN S. PAKINGTON.

The Earl of ELGIN and KINCARDINE,
&c., &c., &c.

No. 17.

COPY of a Despatch from the Governor General to the Secretary of State for the Colonies, with several Documents transmitted with the same.

(Copy.—No. 100.)

GOVERNMENT HOUSE, ~~Montreal~~ Québec, 20th October, 1852.

Sir,—I have the honor to enclose herewith the Copy of a Despatch which I lately addressed to the Lieutenant Governor of New Brunswick, covering the Copy of a Correspondence which has passed between the Provincial Secretary of this Government and Major Robinson, the Commissioner appointed by you to run the Boundary between this Province and New Brunswick, with the Copy of the Lieutenant Governor's reply.

Sir Edmund Head is of opinion, as you will observe, that a formal appointment by the Secretary of State is requisite to enable the Commissioners to discharge their duties, under the 14 and 15 Vic. cap. 63. If this view be correct, I venture to submit that it is expedient that they should receive such appointment as soon as possible, in order that they may commence operations without unnecessary delay.

I have, &c.,

ELGIN & KINCARDINE.

The Right Honorable Sir JOHN PAKINGTON,
&c., &c., &c.

(Copy.)

GOVERNMENT HOUSE, FREDERICTON, N. B.,
6th December, 1852.

My Lord,—I have the honor to acknowledge Your Lordship's Despatch of the 29th ultimo, with its enclosures.

I have perused the letter addressed to Major Robinson, and shall forward it without delay, as I have no further communication to make to Your Lordship on the subject.

I have, &c.,

(Signed,) EDMUND HEAD.

His Excellency the Governor General,
&c., &c., &c.

(Copy.)

GOVERNMENT HOUSE,
Quebec, October 4th, 1852.

Sir,—I have the honor to transmit herewith, for Your Excellency's information, 2nd October, 1852. the Copy of a letter which has been addressed to the Honorable Mr. Morin, Provincial Secretary, by Major Robinson, in reference to his appointment as third Commissioner, for defining and marking the Boundary Line between the Provinces of Canada and New Brunswick.

In order to avoid delay, I enclose, under a flying seal, the reply which has been written by my direction, to this communication, and I shall feel obliged if you will forward it to its destination, in the event of your having no objection to make to the instructions conveyed in it. In any case, I shall be glad to hear from you on the subject, in order that I may give the necessary directions to Mr. Bouchette, the Commissioner named on behalf of the Government.

I have, &c.,

(Signed,) ELGIN & KINCARDINE.

His Excellency Sir EDMUND HEAD, Baronet,
&c., &c., &c.
Fredericton, N.B.

SECRETARY'S OFFICE,
Quebec, 2nd October, 1852.

Sir,—I have the honor to acknowledge the receipt of your letter of the 7th ultimo, acquainting the Governor General of your appointment, by the Secretary of State for the Colonies, as third Commissioner under the Act of Parliament, 14 & 15 Vic. cap. 63, for defining and marking the Boundary Line between the Provinces of Canada and New Brunswick; and that you had received the orders of the Master General and Board of Ordnance to await the instructions of His Excellency and the Lieutenant Governor of New Brunswick for your guidance, who would apprise you when your services would be required.

I am, in reply, commanded by His Excellency to state, that inasmuch as it is highly desirable and expedient that the Line of Boundary prescribed by the Act of Parliament, should now be, as soon as convenient, defined and marked out in the field. I am to apprise you, for your guidance, of the Governor General's desire that the Commissioners appointed under the 1st clause of the said Act, namely, the Honorable Mr. Botsford, for New Brunswick, and Joseph Bouchette, Esquire, for Canada, and yourself, third Commissioner, as announced to His Ex-

cellency, in the despatch of the Principal Secretary of State for the Colonies, dated 12th March last, do meet and assemble at Woodstock, New Brunswick, on the first of November next, to determine upon all the necessary measures to be adopted for carrying effectually into operation the service prescribed in the Imperial Act.

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

(Signed,) A. N. MORIN,
Secretary.

Major ROBINSON, R.E.,
&c., &c., &c.,
Newfoundland.

GOVERNMENT HOUSE,

Fredericton, October 12th, 1852.

My Lord,—I have the honor to acknowledge Your Despatch of the 4th instant, with its enclosures. The letter of the Secretary to Major Robinson I have forwarded with a letter of my own, stating that I see no objections to the directions therein contained, although I think that nothing but preliminary arrangements can be made by the Commissioners until a formal appointment of them shall have been made by the Secretary of State.

I intimated my opinion that this was necessary, in a Despatch to Sir John Pakington, written after my return, and dated 14th September last, a Copy of which is enclosed.

Your Lordship will observe, that Earl Grey, in his Despatch to you of the 8th of August, 1851, does not even directly convey any authority to appoint a Commissioner on the part of Canada or New Brunswick, although he says he "proposes" to do so. At any rate, I read the Despatch in this way, both as regards Your Lordship and myself; and, accordingly, on the 18th October, 1851, I wrote to Earl Grey, recommending the Honorable Amos Edwin Botsford, as the Commissioner on the part of New Brunswick. My words were—"I beg to propose to Your Lordship, as a Commissioner," &c., implying that I expected the formal appointment to be made by the Secretary of State. Indeed, it appears to me very questionable, whether the Secretary of State, under section 1 of 14 & 15 Vic. cap. 63, can legally delegate to Your Excellency, or to me, the power of appointment vested in him by that statute.

On Major Robinson's applying to the Provincial Secretary here a short time ago for some instructions, I desired that he might be furnished with a Copy of the Despatch of September 14th, as shewing my view of the present state of things. I regret now that when such Despatch was written, I did not furnish Your Excellency with a Copy; but I concluded, from the lateness of the season, that it was not intended to take any action this year.

It is evident, however, that some preliminaries will have to be arranged by the Commissioners; and there can be no objection to their meeting at Woodstock on or about the 1st of November.

Since the acts of these Commissioners will be conclusive, as regards the two Provinces, it is clear that every care should be taken to have their appointments substantially and formally correct, before anything is finally done by them. Disputes might arise hereafter if they acted with insufficient powers, and the legal force of their decisions, in pursuance of 13 and 14 Vic. cap. 63, might be open to cavil

and controversy on any doubtful point affecting the future interests of the two Provinces.

I have, &c.,

(Signed,) EDMUND HEAD.

His Excellency the
Earl of ELGIN and KINCARDINE, K.T.,
&c., &c., &c.

(Copy.)—No. 29.

GOVERNMENT HOUSE,
Fredericton, September 14th, 1852.

Sir,—With reference to your Despatch of the 26th of July, 1852, addressed to myself whilst in London, with its enclosures, I would beg to observe that no formal appointment of the Commissioners to run the Boundary between this Province and Canada has yet been made, in pursuance of the power given to Her Majesty's Secretary of State by the Imperial Act 14 and 15 Vic. cap. 63, sec. 1.

Earl Grey, in his Despatch of August 8th, 1851, addressed to His Excellency the Governor General, said, "The power given me by the first section, I propose to exercise by authorizing yourself, with the advice of your Council, to nominate a Commissioner, and giving a similar authority to Sir E. Head on the part of New Brunswick."

I conceived, however, that under the Act referred to above, the appointment of these Commissioners must be formally made by the Secretary of State, and accordingly all I have done was by my despatch of October 18th, 1851 (No. 62), to suggest to Lord Grey the appointment of the Honorable Amos Edwin Botsford on the part of this Province.

It is obviously too late for the Commissioners to commence work this season, especially as the Engineer Officer, who is to be the third, is not in this country at present.

I would, therefore, call attention to the necessity of formally appointing the Commissioners before next spring, in order that no time may be lost in the ensuing summer of 1853.

I have, &c.,

(Signed,) EDMUND HEAD.

Right Honorable Sir JOHN PAKINGTON,
&c., &c., &c.

No. 18.

(No. 88.)

DOWNING STREET,
26th November, 1852.

My Lord,—I have the honor to acknowledge the receipt of Your Lordship's Despatch, No. 100, of 20th October, enclosing copies of a correspondence with the Lieutenant Governor of New Brunswick, relative to the appointment of the Commissioners for running the Boundary Line between that Province and Canada.

I concur with Sir Edmund Head, that a formal appointment, by the Secretary of State, is necessary under the Act 14 & 15 Vic. cap. 63, and I accordingly transmit the accompanying appointments, one to be delivered to Mr. Bouchette, one to be forwarded to Major Robinson, at Newfoundland, and the other to be retained by Your Lordship, in the case of any accident occurring.

I have forwarded a similar appointment to the Lieutenant Governor of New Brunswick, for the appointment of Mr. Botsford.

I have, &c.,

JOHN S. PAKINGTON.

The Earl of ELGIN,
&c., &c., &c.

(Copy.)

Under the authority given me as one of Her Majesty's Principal Secretaries of State, by an Act of the 14th and 15th year of the reign of Her Majesty, entitled, "An Act for the settlement of the Boundaries between the Provinces of Canada and New Brunswick," I hereby appoint Major William Robinson, R.E., Joseph Bouchette, Esquire, and Amos Edwin Botsford, Esquire, to ascertain, define, and mark the Boundary Line between New Brunswick and Canada, according to the intent of the award mentioned in the said Act.

(Signed,) JOHN S. PAKINGTON. [Seal.]

DOWNING STREET,
2nd August, 1852.

GOVERNMENT HOUSE, FREDERICTON, N. B.,

July 15th, 1852.

My Lord,—I have the honor to acknowledge, with thanks, Your Excellency's Despatch, of the 30th of April, addressed to Sir Edmund Head, enclosing a statement of licenses granted, and monies received, for timber cut on the disputed territory north of the River St. John.

I now transmit, for Your Lordship's information, an account of the disputed territory fund, so far as regards this Province, and also an extract from the minutes of the Executive Council of New Brunswick, on this subject.

I would request Your Lordship's attention to the statement made therein, that £2,694 5s. 0d. of the balance in favor of the fund arise from bonds now in suit; this Province not holding itself accountable for such amount, except from time to time, as it may be received; and, further, that the whole balance is subject to any undoubted claims from individuals who may have paid any part of the amount while holding licenses from the Canadian Government, and to any legal expenses which may be incurred in enforcing payment of the said bonds now in suit.

I have, &c.,

FREEMAN MURRAY,
Lieut. Colonel 72nd Highlanders,
Adminstrating the Government.

His Excellency the GOVERNOR GENERAL,
&c., &c., &c.

(Copy.)

IN COUNCIL,

8th July, 1852.

Read, an account prepared by the Provincial Secretary shewing the state of the Disputed Territory Fund with Canada, so far as regards the receipts and expenditure in this Province from the 1st of April, 1844, to the 1st of April, 1852, shewing a balance at that date in favor of the Fund in cash and bonds of £7,448 0s. 4d., currency.

Ordered,—That it be received and approved of, and that His Honor the Administrator of the Government be respectfully requested to transmit the same to His Lordship the Governor General, bringing under His Lordship's notice that £2,694 5s. 0d. of the amount arise from bonds now in suit—this Province not holding itself accountable for such amount, except from time to time as it may be received;

And further, that the whole of the above balance is subject to any undoubted claims from individuals who may have paid any part of the said amount, while holding licenses from the Canadian Government, and to any legal expenses which may be incurred in enforcing payment of the said Bonds now in suit.

Extract from the minutes.

(Signed,) JOHN C. ALLAN,
Clerk Executive Council.

STATEMENT of Monies and Obligations received by the Province of New Brunswick, for Fines imposed on Timber and Lumber cut on what was termed the Disputed Territory between Canada and New Brunswick; also, the Charges incurred and paid by New Brunswick to protect the Queen's Rights, as well as other Sums paid, properly chargeable to this Fund, between 1st April, 1844, and same period 1852.

R E C E I P T S .		C u r r e n c y .		
	£	s.	d.	
Paid over to the Receiver General by Jacob Allan, Esquire, Seizing Officer and Looker after trespassers on the Disputed Territory in 1844-45-46, for collections made of Fines imposed by the Government	8431	13	0	
Paid over to the same Officer by Jacob Allan, Esquire, and to the Province Treasurer, Fines collected in 1847, 1848, 1849, 1850, and 1851	1332	15	10	
Bonds with Securities taken by Jacob Allan Esquire, by the authority of the Government, from various parties, for Duties imposed on Timber and Lumber in 1847 and 1848, which Bonds are now in the hands of the Attorney General and are in suit	2694	5	0	
Total Currency	£ 12458	18	10	
C H A R G E S .		£	s.	d.
Jacob Allan, Seizing Officer, for eight years' services, at £250, from 1st April, 1844, to 1852	2000	0	0	
Clerk and Boat Hire, together with other Office Contingencies, same period	748	17	4	
Carried forward	£ 2748	17	4	12458 18 10

STATEMENT of Monies and Obligations received by the Province of New Brunswick, &c.—(Continued.)

CHARGES.	—			Currency.		
	£	s.	d.	£	s.	d.
<i>Brought forward</i>	2748	17	4	12458	18	10
Rainsford and Maclauchlan, in 1844, looking after trespassers.	110	0	0			
Allan and Rainsford, looking after trespassers in 1845	70	0	0			
Maclauchlan and Rainsford, balance of services	104	14	4			
L. & H. B. Rainsford, same services 1846.....	91	17	6			
Tibbits and Picard, Money for Duties refunded in 1847, deposited with Jacob Allan, Esquire; to abide a Suit at Law	014	8	4			
Jacob Allan, to refund costs in action thus brought	189	14	10			
do, Additional costs, same suit	37	18	0			
Solicitor General, do	5	9	1			
Rainsford, Canoe destroyed during Inspection.....	2	0	0			
L. R. Coombes, Inspecting Territory, 1847	49	2	9			
Expenses of His Excellency the Lieutenant Governor, visiting Canada on conference regarding Disputed Territory....	100	0	0			
do Honorable L. A. Wilmot, same service.....	75	0	0			
W. A. McLean, Inspecting Territory, 1850	80	0	0			
Payment of London Arbitrators £400 sterling, remitted by New Brunswick, at 10½ premium.....	498	0	8			
William A. Maclauchlan, Inspecting Territory, 1851	43	9	8			
				5010	18	6
Balance in favor of Fund.....			£	7448	0	4
Of which there are Bonds in Suit	2694	5	0			
And in Cash.....	4758	15	4			
				7448	0	4

J. R. PACTILAW,

Provincial Secretary.

SECRETARY'S OFFICE,

Fredricton, 18th June, 1852.

No. 20.

GOVERNMENT HOUSE,

Quebec, 30th April, 1852.

Sir,—With reference to Your Excellency's Despatch to me of the 22nd ultimo, I have the honor to enclose herewith a statement of Licenses granted and Moneys received for Timber cut on the disputed territory North of the River St. John, with a Map to elucidate the same.

I have, &c.,

(Signed,)

ELGIN & KINCARDINE.

Sir EDMUND HEAD, Baronet,
&c., &c., &c.,

STATEMENT of Licenses granted, and Monies received, for Timber cut on the Disputed Territory, North of the River St. John and West of the Madawaska, by the Crown Land Department, furnished the Honorable Provincial Secretary, for the information of the Honorable the Legislative Assembly.

NAMES OF PERSONS TO WHOM LICENSES WERE GRANTED.	Number of Berths, as projected on the Map.	Quantities agreed for in Tons.	Total Amount of Duty thereon.			Deposits on obtaining Licenses.			Subsequent Payments thereon.			Total Amount received.				
			£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.		
For the season of 1842-3																
Barker & Glasier	Berths not defined.	{ 2500 2700	208	6	8	52	1	8	156	5	0	208	6	8		
James Tibbits			225	0	0	56	5	0	168	15	0	225	0	0		
Total for the season ended 1843		5200	433	6	8	108	6	8	325	0	0	433	6	8		
For the season of 1843-4																
James Tibbits	{ 1, 4, 8, 10½, & 13. 14, 16, 23½ & 24. Black River.....	7500 3000 2000	1041	13	4	260	8	4	.....	.....	.....	260	8	4
Allan Gilmour & Co.			{ 2, 3, 4, 5, 6, & 7. 9, 10, 15, 17, & 19. 20, 23, & 24½	5500 4750	1270	16	8	817	14	2	817	14	2	
Charles Connell				{ 33, 34, & 35	5000	1500
John Emmerson	3½	1000	125	0	0	31	5	0	.....	.....	.....	31	5	0
John Glasier	16½	300	83	6	8	20	16	8	.....	.....	.....	20	16	8
Glasier & Veazie	9½, 11, 12, & 18.	9500	25	0	0	6	5	0	.....	.....	.....	6	5	0
C. S. Clark	2, 4, 5.....	4500	791	13	4	197	18	4	.....	.....	.....	197	18	4
Thomas Jones	Squittack Lake & Toledo River ..	1500	375	0	0	93	15	0	.....	.....	.....	93	15	0
John Veazie	21, 22, & 25	5500	125	0	0	31	5	0	.....	.....	.....	31	5	0
Total for the season ended 1844		51550	4295	16	8	1073	19	2	.....	.....	.....	1073	19	2
For the season of 1845-6																
Thomas Jones	12, 20, & 21.....	2000	166	13	4	41	13	4	.....	.....	.....	41	13	4
James Tibbits	{ 19, 23, 23½, & 22. 1, 3, 4, 5 & 8... Big Black River .. North Branch.....	2000 5000 5000 1500	1125	0	0	281	5	0	500	0	0	781	5	0		
Carried forward		£	1291	13	4	322	18	4	500	0	0	322	18	4	

STATEMENT of Licenses granted, and Monies received, for Timber cut on the Disputed Territory North of the River St. John, &c.—(Continued.)

NAMES OF PERSONS TO WHOM LICENSES WERE GRANTED.	Number of Berths as projected on the Map.	Quantities agreed for in Tons.	Total Amount of Duty thereon.			Deposits on obtaining Licenses.			Subsequent Payments thereon.			Total Amount received.		
			£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
For the season of 1845-6. —(Continued.) Brought forward			1291	13	4	322	18	4	500	0	0	822	18	4
Benjamin Beveridge	13, 17, & 18	1500	125	0	0	31	5	0	.....	.....	.....	31	5	0
John Glasier	Little Black River. 14 & 15	1500												
	9½ & 10½	2000												
	11	500												
James Tibbits	6 & 17	1000	500	0	0	125	0	0	.....	.....	.....	125	0	0
W. J. Bedell & Co.	16 & 16½	1000	83	6	8	20	16	8	.....	.....	.....	20	16	8
			83	6	8	20	16	8	.....	.....	.....	20	16	8
Total for the season ended 1846		25000	2083	6	8	520	16	8	500	0	0	1020	16	8
For the Season of 1846-7														
James Tibbits	Berths the same as the preceding year....	4050	337	10	0	84	7	6	.....	.....	.....	84	7	6
W. J. Bedell		1000	83	6	8	20	16	8	.....	.....	.....	20	16	8
John Glasier		3500	291	13	4	72	18	4	.....	.....	.....	72	18	4
Benjamin Beveridge ..		500	41	13	4	10	8	6	.....	.....	.....	10	8	6
James Tibbits		8000	666	13	4	166	18	4	.....	.....	.....	166	18	4
Thomas Jones		1000	83	6	8	20	16	8	.....	.....	.....	20	16	8
Total for the season ended 1847		18050	1504	3	4	376	1	0	.....	.....	.....	376	1	0

RECAPITULATION.

		£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Total for season ended 1843	5200	433	6	8	108	6	8	325	0	0	433	6	8
Total for do 1844	51550	4295	16	8	1073	19	2	.....	.....	.....	1073	19	2
Total for do 1846	25000	2083	6	8	520	16	8	500	0	0	1020	16	8
Total for do 1847	18050	1504	3	4	376	1	0	.....	.....	.....	376	1	0
	99800	8316	13	4	2079	3	6	825	0	0	2904	3	6

LESS.—Amount of Gilmour & Co.'s deposits returned to them per Order in Council, 22nd February, 1846

Total Timber Dues received from Disputed Territory

£ 817 14 2

£ 2536 9 4

No. 21.

(Copy.)

GOVERNMENT HOUSE,
Fredericton, N.B., March 22nd, 1852.

My Lord,—I had the honor of receiving your Lordship's Despatch of February 28th, with its enclosure, relating to the Islands in the River Ristigouche. Your Lordship may rest assured of my anxiety to do justice to the equitable rights of any persons who have *bonâ fide* occupied or improved lands in that district; and I have caused a Bill to be introduced for the purpose of enabling my Government to effect this object with greater certainty.

I must take this opportunity of troubling Your Excellency with a few observations on the subject of the Disputed Territory Fund.

Certain claims have been made on the portion of this fund in the hands of the Government of New Brunswick, upon the grounds that parties are entitled to receive back again Moncoys paid on account of Timber seized in this Province, but cut under a License from the Canadian Government, on territory ultimately assigned to Canada by the Arbitration and by the Imperial Act 14 and 15 Vic. cap. 63. It is assumed in these claims that the possession of the territory under this Statute is a test of the right to deal with such territory at the time the Timber was cut.

Now, my Lord, several questions of difficulty present themselves in connection with such claims.

I need scarcely say, in the first place, that, as the balance of the fund in question is disposed of by an Act of the Imperial Parliament, with the consent, and for the advantage of the two Provinces, there is imposed upon both Provincial Governments a duty of watching narrowly any claims tending to diminish this balance.

In the next place, looking to the views expressed, and the reasons given by the two Arbitrators who signed the award, it by no means follows, because a particular portion of the territory in question has now, by the Act of Parliament, been assigned to Canada or New Brunswick (as the case may be) that such particular portion of territory belonged to either Province at the time that the Timber was cut upon it.

See especially p. 36, of Parliamentary Paper. 74, 75, 76, of Parliamentary Paper.

Dr. Twiss, the Arbitrator on behalf of New Brunswick, expressly says, :—"On examining the Maps which have been submitted for the inspection and information of the Arbitrators, it appears that the result of the Treaty of Washington has been that a very considerable district, lying between the frontiers of the United States, on the one hand, and the legal Boundaries of the two Provinces of Canada and New Brunswick on the other, is a possession of the British Crown, and remains as yet unassigned to any Provincial Government."

Mr. Falconer, indeed, on the part of Canada, combatted this view; but, on the other hand, its correctness is, in fact, implied by the settlement of a conventional line, and by Dr. Lushington's approbation of the Report of the former Commission, and the nature of his general argument.

It is possible that, in ignorance of such intermediate territory, both Governments may have formerly held language inconsistent with its existence, but they would appear to have done so under what I must now assume to have been an unavoidable misapprehension of the facts. At any rate, territory assigned to either Province by the late Act, must now be deemed *prima facie* to be held under that Act, and not by virtue of any right antecedent to its passing. The line was a conventional one; the settlement a compromise.

It may be asked, then, "Would it not follow that the proceeds of Timber cut on territory belonging to the Crown of England, but not at the time belonging to New Brunswick as of right, must be accounted for by New Brunswick to the Crown of England?" This I fully admit; but then the Crown of England, by assenting to the Act 14 and 15 Vic. cap. 63, has, in fact, waived its rights and disposed of the proceeds in question in the manner agreed on by your Lordship and myself. The money, like the territory, is now held by either Province in virtue of the Act above, and must be dealt with according to its provisions.

It seems to me therefore, My Lord, that individuals seeking the return of monies, on grounds such as I have described, should begin by shewing clearly and distinctly that the right to grant the license under which they acted was inherent in the Government granting it at the time the timber was cut. I certainly know no means by which this could be proved, unless the Arbitrator's had decided judicially the strict rights of both Provinces, instead of determining a conventional line as they have done.

I have explained my views of this matter at some length, because it is right your Lordship should understand the position which the Government of New Brunswick may have to assume with reference to individual claimants; and I have moreover to observe, that among certain papers printed in 1844, by order of the House of Assembly of New Brunswick, I find a letter signed "J. Bouthillier," addressed to "J. M. Higginson, Esquire, Civil Secretary," in which it is stated, that timber berths have been granted to certain persons on terms, one of which is, "an express condition that in case of difficulty they would comply with whatever might be required of them by the New Brunswick authorities, in the passage of timber down the River St. John;" a paper signed by eight grantees containing this stipulation is subsequently given at full length, it is dated "Department of Crown Lands, Kingston, 31st January, 1844."

It would seem, therefore, that a part of the consideration very prudently exacted by Canada from these parties, in exchange for the "Timber Berths," was a promised submission to the demands of the Provincial Government of New Brunswick, whatever they might be. The net balance of the Fund, to which the proceeds of this timber were carried, is now to be applied under the Act of Parliament for the joint benefit, and with the joint consent of the two Provinces, and it would seem that parties who accepted licenses or "berths" from one of these, on this express condition, must be stopped from claiming back moneys, to the payment of which (if required) they had, in fact, originally agreed to submit. I have no means of knowing whether similar conditions were imposed by the Canadian Government on all applicants for such licenses. I have throughout this Despatch assumed that no person can have any "*locus standi*," for claiming money to be returned, unless he profess to shew that he was possessed of a colorable title under a license of some sort from a lawful Government.

Both Provinces being interested in the due application of the balance of the Fund in question, I venture to ask Your Lordship to direct the Crown Lands' Department in Canada to furnish me with a list of licenses or timber berths, granted on the Upper St. John and its neighbourhood, between (say) 1840 and 1851, distinguishing the individuals to whom granted, and the different localities, and marking those (if any) in which the stipulation, inserted in the agreement of January 31, 1844, with reference to the St. John, was omitted.

I venture, also, to direct Your Lordship's attention to the passage in my letter of August 26th, 1851, in which I suggested the expediency of exchanging an account of the funds derived from the "disputed territory" in the hands of either Governments at the present time. I presume that a separate fund of this des-

cription exists in Canada, as it does here: indeed its existence is almost implied by the terms of the Minutes of Your Lordship's Council of September 30, 1850, (sec. 8,) and by the Act of Parliament.

I have, &c.,

(Signed,) EDMUND HEAD.

His Excellency the Governor General.

No. 22.

GOVERNMENT HOUSE,

QUEBEC, 28th February, 1852.

Sir,—A communication has been received by this Government from James Sellars, Esquire, J.P. for the County of Gaspé, in which that gentleman protests against the late settlement of the Boundary between Canada and New Brunswick, on the plea that certain interests in the Islands and Fisheries of the River Ristigouche, heretofore enjoyed by Canadian subjects of Her Majesty, are likely to be compromised by the surrender to New Brunswick of the Islands and Channel of that River. I have the honor to enclose herewith for Your Excellency's information a copy of the reply which has been written to Mr. Sellars by my direction, and have only to add the expression of my confidence that the equitable claims of the individuals in question will receive all proper consideration from the Government of New Brunswick.

Mr. Morin,
16th February, 1852.

I have, &c.,

(Signed,) ELGIN & KINCARDINE.

Sir E. HEAD, Baronet,
&c., &c., &c.

SECRETARY'S OFFICE,

Quebec, 16th February, 1852.

Sir,—In answer to your letter of the 8th January last, I have been directed by His Excellency the Governor General to mention to you, that by the Act lately passed in the Imperial Parliament, for defining the boundary between both Provinces, the Islands in the River Ristigouche are given to New Brunswick, and that the hardships of which you complain are beyond the control of the Government of Canada.

His Excellency understands that the settlers on the Canada side, not having any titles under which they can legally claim, are, however, in possession of certain parts of these Islands and of fisheries, and have made improvements, of all which they are afraid to be dispossessed under authority from New Brunswick.

According to the equitable practice followed by the Government of this Province, such persons being *bonâ fide* possessors or improvers, when there is no adverse claims deserving more consideration, are usually preferred for obtaining a regular grant or lease on proper application. His Excellency believing that

the same benevolent views obtained in the sister Colony, and also that as regards the heretofore disputed territory, they would be applied with impartiality towards the inhabitants of both Provinces, is pleased to inform you that he will take the first opportunity to communicate on the subject with the Lieutenant Governor of New Brunswick. It will be for parties interested to make their claims known to the authorities there, and conform to the requirements and conditions established.

I have, &c.,

(Signed,)

A. N. MORIN,

Secretary.

JAMES SELLARS, Esquire, J.P.,
Ristigouche, Gaspé.

No. 23.

GOVERNMENT HOUSE,

Toronto, 13th October, 1851.

Sir,—With reference to Your Excellency's Despatch of the 26th August, on the subject of the appointment of Commissioners on the part of Canada and New Brunswick, to co-operate with the Commissioner to be appointed by Earl Grey in drawing the Boundary Line between the Provinces, I have the honor to state, that it is my intention to appoint Mr. Bouchette, of the Crown Lands Department, to be the Commissioner for Canada. Mr. Bouchette is an Officer in the enjoyment of a salary, and under existing circumstances I have some difficulty in fixing the amount of remuneration which ought to be allowed him for this special service. Should Your Excellency, however, desire to come to a speedy decision on this point, I am very sure that this Government will be disposed to acquiesce in any rate of remuneration for the Commissioners which you may consider reasonable.

I beg leave to acknowledge receipt of the Bill for £200, sterling, in favor of the Receiver General of this Province, transmitted by Your Excellency.

I have, &c.,

(Signed,)

ELGIN & KINCARDINE.

His Excellency

SIR EDMUND HEAD, Baronet,
&c., &c., &c.,

No. 24.

(Copy.)

GOVERNMENT HOUSE,

Fredricton, N. B., August 26th, 1851.

My Lord,—In compliance with the request conveyed in Your Excellency's letter of August 13th, I enclose a Bill, payable to the Honorable E. P. Taché, for £200 sterling, on account of the payment to Thomas Falconer, Esquire.

As there must be funds, arising from this Disputed Territory, in the hands of Canada, as well as in those of New Brunswick, perhaps it would be well that the Government of either Province should deliver to that of the other, an account of all monies so received for land or timber.

I shall be quite ready to act upon the proposition for the nomination of Commissioners made in Earl Grey's Despatch of August 8th, 1851, No. 633, addressed to your Lordship.

I would suggest that your Lordship should name the rate of payment which appears proper for the two Provincial Commissioners, in order that I may consult my Council as to the appointment. It is manifestly desirable that they should be remunerated at the same rate.

I have, &c.,

(Signed,) EDMUND HEAD.

His Excellency
The Governor General,
&c. &c. &c.

No. 25.

GOVERNMENT HOUSE,
Toronto, 13th August, 1851.

Sir,—With reference to the proceedings which have recently been taken for the settlement of the question of Disputed Boundary between Canada and New Brunswick, I have the honor to enclose herewith, for Your Excellency's information, the Copy of a Minute of the Executive Council of this Province. In accordance with the terms of that Minute, I have remitted £200, sterling, to Mr. Falconer, and I am to request that you will cause that sum to be refunded to this Government from the fund chargeable with the expense of the Arbitration.

I have, &c.,

(Signed,) ELGIN & KINCARDINE.

His Excellency
Sir EDMUND HEAD, Baronet,
&c., &c., &c.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 8th August, 1851, approved by His Excellency the Governor General in Council on the same day.

On the Despatch of Earl Grey to His Excellency the Governor General, dated the 14th July, stating that His Lordship had fixed the payment to be made to Doctor Twiss and Mr. Falconer at £200, sterling, and requesting that the amount should be remitted to His Lordship.

The Committee of Council recommend that the Receiver General be authorized to draw on Messrs. Glyn & Co. a Bill of Exchange for Two hundred pounds, sterling, to be remitted to Earl Grey to enable His Lordship to pay the like sum to Mr. Falconer. And the Committee recommend that an application should be made to the Lieutenant Governor of New Brunswick for the payment of that sum out of the Fund arising from the disputed territory, and which Fund was, under the agreement between Canada and New Brunswick, to be chargeable with the expenses of the Arbitrator.

Certified.

WM. H. LEE:

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 5th ultimo, praying His Excellency to cause to be laid before the House "A Return of the Names of the County Court Judges in Upper Canada, the dates of their appointments, the Population within their respective Jurisdictions, and the amount of Fees paid from the several Counties to the Fee Fund for the years 1853, 1854, and 1855."

By Command.

E. A. MEREDITH,
Assistant Secretary.

SECRETARY'S OFFICE,

Toronto, 9th June, 1856.

STATEMENT of the Names of the County Court Judges in Upper Canada, the Dates of their Appointments, and the Population within their respective Jurisdictions.

C O U N T Y .	N A M E OF JUDGE.	D A T E OF APPOINTMENT.	Population in County.
Stormont, Dundas and Glengarry ..	George S. Jarvis	January 6, 1842..	51064
Prescott and Russell	Peter Friel	October 19, do ..	19856
Carleton	Christopher Armstrong	May 7, do ..	20912
Lanark and Renfrew	John G. Malloch	August 18, do ..	40556
Leeds and Grenville	George Malloch	December 20, 1841..	57172
Frontenac, Lennox, and Addington.	Kenneth McKenzie	October 15, 1853..	46668
Hastings	William Smart	do 19, 1843..	33432
Prince Edward	David L. Fairfield	April 29, 1847..	19752
Northumberland and Durham	George M. Boswell	May 26, 1845..	65460
Peterborough and Victoria	George B. Hall	December 8, 1847..	33464
Ontario	Zaccheus Burnham	October 27, 1853..	33592
Simcoe	James R. Gowan	January 16, 1843..	33784
York and Peel	Hon. Samuel B. Harrison	May 29, 1848..	87524
Lincoln	Edward C. Campbell	December 23, 1841..	19620
Welland	Henry W. Price	May 12, 1856..	20032
Haldimand	John G. Stevenson	January 27, 1855..	21780
Wentworth	Alexander Logie	October 16, 1854..	26612
Halton	Joseph Davis	December 28, do ..	21876
Brant	Stephen J. Jones	January 21, 1853..	19700
Waterloo	William Miller	February —, do ..	31552
Wellington	Archibald McDonald, junior ..	September 6, 1854..	31992

STATEMENT of the Names of the County Court Judges in Upper Canada, &c.—
(Continued.)

C O U N T Y .	N A M E OF JUDGE.	D A T E OF APPOINTMENT.	Population in County.
Grey	Frederick T. Wilkes	December 27, 1853..	18606
Norfolk	William Salmon	May 26, 1845..	26068
Oxford	David S. McQueen	do 6, do ..	86504
Middlesex	Hon. James E. Small	October 22, 1849..	42436
Elgin	David J. Hughes	September 30, 1853..	28172
Perth	Reid Burritt	October 1, do ..	25256
Huron and Bruce	John Strachan	June 13, 1855..	41064
Kent	William B. Wells	December 31, 1850..	21564
Lambton	Charles Robinson	September 30, 1853..	18736
Essex	Alexander Chewett	May 26, 1845..	19756

MEMO.—The Statement of Population is taken from a Return made by the Secretary of the Bureau of Statistics, based on the School Population of Upper Canada, for 1855.

SECRETARY'S OFFICE,
Toronto, 7th June, 1856.

LIST of the different Cities, Towns, and Villages, in Upper Canada, shewing the Counties in which they are respectively situated, with a statement of the population of each.

CITY, TOWN, OR VILLAGE.	C O U N T Y .	Population.	
CITIES	Toronto	York and Peel	46750
	Hamilton	Wentworth	20400
	Kingston	Frontenac, Lennox, and Addington ..	16150
	London	Middlesex	15800
	Ottawa	Carleton	11900
TOWNS	Belleville	Hastings	6108
	Brantford	Brant	5419
	Brockville	Leeds and Grenville	4675
	Chatham	Kent	3698
	Cobourg	Northumberland and Durham	4084
	Cornwall	Stormont, Dundas, and Glengarry ..	2023
	Dundas	Wentworth	3927
	Goderich	Huron and Bruce	2975
	Niagara	Lincoln	3476
	Perth	Lanark and Renfrew	2125
	Peterborough	Peterborough and Victoria	2588
	Picton	Prince Edward	2010
	Port Hope	Northumberland and Durham	4675
	Prescott	Leeds and Grenville	2550
	St. Catharines	Lincoln	5891
Whitby	Ontario	2159	

LIST of the different Cities, Towns, and Villages, in Upper Canada, &c.—
(Continued.)

CITY, TOWN, OR VILLAGE.		C O U N T Y.	Population.
TOWN MUNICIPALITIES.	Amherstburg	Essex	2400
	Barrie	Simcoe	1600
	Guelph	Wellington	3840
	Simcoe	Norfolk	2080
	Woodstock	Oxford	2880
VILLAGES	Berlin	Waterloo	1472
	Bowmanville	Northumberland and Durham	1400
	Brampton	York and Peel	1152
	Caledonia	Haldimand	1048
	Chippawa	Welland	1872
	Galt	Waterloo	2772
	Ingersoll	Oxford	2000
	Napanee	Frontenac, Lennox, and Addington	1464
	Oshawa	Ontario	1280
	Paris	Brant	2452
	Preston	Waterloo	1340
	St. Marys	Perth	1296
	St. Thomas	Elgin	1724
	Smith's Falls	Lanark and Renfrew	1104
	Stratford	Perth	1716
	Thorold	Welland	1612
	Trenton	Hastings	1440
	Windsor	Essex	1296
	Vienna	Middlesex	1084
Yorkville	York and Peel	1400	

MEMO.—This Statement is taken from the same source as the previous one.

SECRETARY'S OFFICE,
Toronto, 7th June, 1856.

STATEMENT of Amount of Fees paid from the several Counties of Upper Canada
to the Fee Fund.

No.	C O U N T I E S.	1853.		1854.		1855.		Total.	
		£	s. d.	£	s. d.	£	s. d.	£	s. d.
1	Brant	309	12 6	425	16 8	585	16 2	1312	5 4
2	Carleton	171	12 11	173	18 3	376	15 10	722	7 0
3	Elgin	61	0 7	218	14 6	334	1 10	613	16 11
4	Essex	146	11 9	122	5 10	164	19 5	433	17 0
	<i>Carried over</i>	£	688 17 9	940 15 3		1461 13 3		2082 6 3	

STATEMENT of Amount of Fees paid from the several Counties of Upper Canada
to the Fee Fund.—(Continued)

No.	COUNTIES.	1853.		1854.		1855.		Total.	
		£	s. d.	£	s. d.	£	s. d.	£	s. d.
	<i>Brought over</i>	688	17 9	940	15 3	1461	13 3	3082	6 3
5	Frontenac, Lennox and Addington ..	481	15 9	511	11 7	686	9 11	1679	17 3
6	Grey			20	5 3	125	2 1	145	7 4
7	Haldimand	235	3 1	169	11 6	332	2 11	736	17 6
8	Halton	*		*		192	1 7	* 192	1 7
9	Hastings	609	16 10	654	6 8	910	13 0	2174	16 6
10	Huron and Bruce	86	4 6	105	1 6	98	15 1	290	1 1
11	Kent	224	17 9	184	1 10	330	3 6	739	3 1
12	Lambton	4	9 8	70	11 1	158	2 0	233	2 9
13	Lincoln and Welland	285	3 3	290	11 4	529	18 9	1105	13 4
14	Leeds and Grenville	262	8 8	260	14 8	610	11 10	1133	15 2
15	Lanark and Renfrew	187	10 9	149	14 7	311	10 5	648	15 9
16	Middlesex	367	1 2	271	19 1	301	0 5	940	0 8
17	Northumberland and Durham	747	19 7	750	1 0	1123	5 6	2621	6 1
18	Norfolk	288	2 0	245	13 10	363	6 8	897	2 6
19	Ontario			230	6 2	357	13 8	587	19 10
20	Oxford	289	3 0	409	17 4	530	10 2	1229	15 6
21	Perth	28	18 4	124	15 9	173	5 4	326	19 5
22	Prince Edward	208	18 4	252	14 6	236	13 6	698	6 4
23	Peterborough and Victoria	213	7 2	211	14 6	290	15 11	715	17 7
24	Prescott and Russell	46	12 6	46	1 1	65	18 0	158	11 7
25	Stormont and Glengarry	280	7 10	325	4 4	443	2 1	1048	14 3
26	Simcoe	211	14 0	182	17 1	241	7 5	635	18 6
27	Waterloo	279	0 7	248	16 6	284	10 6	812	7 7
28	Wellington	287	8 6	163	11 3	265	4 10	716	4 7
29	Wentworth	* 537	0 3	* 538	13 1	657	9 2	1733	2 6
30	York and Peel	1110	0 2	819	12 9	1052	16 0	2982	8 11
		£	7962 6 5	8179 3 6		12134 3 6		28275 13 5	

WILLIAM DICKINSON,

Acting Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,

Toronto, 10th May, 1856.

SUPPLEMENTARY RETURN

To an Address of the Legislative Assembly, dated 28th April, 1856, for Copy of Presentments made by the Grand Jury at Montreal, in March last.

By Command.

ET. PARENT,

Assistant Secretary.

SECRETARY'S OFFICE,

Toronto, 19th June, 1856.

To the Honorable the Justices of Her Majesty's Court, holding Criminal Jurisdiction for the District of MONTREAL.

The Grand Jury, before separating, beg leave to make their final Presentment to the Court:—

In obedience to the instructions given to them in the charge of the Honorable Mr. Justice Aylwin, they have inspected the Common Gaol, with a view to ascertain its state and the condition of its inmates. This important part of their duties they have performed carefully, and have now to state to the Court the result of their investigation.

First, With regard to the state of the Gaol, they are constrained to present that they have found it, in many particulars, defective and insecure. It is defective in that it is absolutely inadequate to permit the carrying out of any enlightened system of prison discipline; and insecure in that the entrance gate might at any time be surprised and forced open by a mob, or even any inconsiderable body of men.

In the North wing extensive improvements have been made, and these are highly important as well in a hygienic point of view as affording internal security, and facilities for classification and separation of Prisoners.

The Grand Jury are strongly of the opinion, that the rear and South wings of the building ought to be wholly remodelled after the plan of the North wing: and that this should be done without delay, for urgent reasons which they purpose to set forth in this Presentment.

If the rear and South wings are not altered as proposed, the improvements already made will be of no use for prison discipline, and our attempt to introduce new regulations in the Gaol would be unavailing.

The grounds outside of the Gaol and belonging to it, might, in the opinion of the Grand Jury, be advantageously fenced in, and made available for certain kinds of prison discipline; and they are further of opinion that the sheds which were formally used for stone-breaking, &c., during inclement weather, and which

were pulled down at the time of the last great conflagration, ought again to be erected.

Second, With respect to the condition of the inmates of the Gaol, the Grand Jury have approached this subject with a deep sense of its importance, and the conviction that prison discipline is a great public question, and one that seriously concerns the well-being of society, independent of high moral and religious considerations,—all men are socially and pecuniarily interested in it.

While the Grand Jurors are aware that this question has, of late, been variously agitated, as well in the old world as the new, the startling and shocking facts which been brought under their notice in the Montreal Gaol, and the statements there communicated to them, have convinced them that its importance cannot be over appreciated and that far too little heed is given to it by the community. These are sores in the social body which it is the duty of society to endeavour to heal, and which it cannot with safety neglect.

The Grand Jury, after due consideration, take upon themselves the serious responsibility of making this sweeping statement; that the present Gaol is much more a house of corruption than a house of correction, and that in a vast number of cases the public interests, as well as the morals of the Criminals, would be better conserved by turning the inmates loose upon society than by keeping them confined in so polluting an atmosphere. The young of both sexes, in almost every instance, who enter it neophytes in guilt obtain such effective instruction there that they leave it adepts, deadened to all sense of shame, and prepared for the grossest wickedness and crime.

It has been already stated that the building of the Gaol, in its actual condition, would not allow the introduction of any effective system of separation or discipline of Prisoners; but if the building would permit the introduction of such a system, the present rules and regulations of the Gaol would not, and the amending of these ought to receive due attention at the hands of the proper authorities.

The Grand Jury have observed with pain, that the young and old in crime, the untried and the convicted, the sane and the insane, the diseased and the healthy, are in this Prison, huddled together, with little or no discrimination. The results are truly melancholy.

In the first place, a species of prison society is formed, which deprives the Gaol of all its terrors for those who have been once confined in it; and many of the most depraved characters find it a place of convenient retreat, to enter which they frequently apply for their own commitment and obtain it.

In the absence of any Silent system, classification, or separation of Prisoners, the conversation, both in the male and the female departments, is characterized by the utmost licentiousness, and its tendency is to more degrade, and more deprave, all who are subjected to its influence.

The most hardened and wicked is the hero or heroine; virtue is scoffed at, and things the most scandalous meet with ready applause.

The Grand Jurors have been assured that many speak of punishment as a misfortune, if not a tyrannical exercise of power; to be resisted and revenged; and look upon themselves as injured parties.

Four or five Prisoners going out and entering every day, keep up a constant intercourse between the vicious outside of the Gaol and their companions within. Society in the Prison is thus enlivened, and intelligence obtained of the progress of vice outside. The great number of very short sentences has the tendency to promote this evil. The short sentences are also another convenience to Criminals. Many, and especially females, obtain a couple of months' imprisonment, in order to recruit themselves and obtain medical treatment at the Gaol, often for diseases contracted in sin.

The greatest and most irremediable evil that arises from the defective discipline of the Gaol is inflicted on young persons, and more particularly on all those who are sent there to await their trial. Many of these have committed only trifling offences, and some none at all; the mere boy and the mere girl thrust into the society of the most hardened and accomplished Criminals, and thus receive, perhaps, their first lessons of profligacy.

Many startling offences, the Gaoler states, are known to be committed when two or more Prisoners are confined in one cell, which is now often a matter of necessity.

The Grand Jury strongly feel that society ought to take some steps to reform those juvenile offenders whom it incarcerates, and that it has no right, that it is tyrannical and cruel, to subject them to influences which contaminate, and, perhaps, morally destroy them.

The question is deserving of the consideration of the Legislature, and it is a matter of congratulation that the Governor General has recommended some legislative action to be taken upon it.

The Grand Jury learn from the Report of the Inspectors of the Provincial Penitentiary for 1855, which has just been printed by Parliament, that throughout the Province the state of Gaol and Prison discipline is very defective.

The system of labor imposed on Prisoners in the Montreal Gaol, in the estimation of the Grand Jury, is a bad one. It consists principally in picking Oakum; it produces little pecuniary return, it teaches them nothing useful, and so far from tending to reform them, it affords the best opportunity for licentious conversation.

The Grand Jury are gratified to learn that the Superior of the Seminary, the Reverend Mr. Villeneuve, the Sisters of Charity, and one Protestant Missionary, Mr. Massey, pay regular visits to the Gaol with the view of bringing religious influences to bear on the inmates. These pious efforts have been the means in many cases of rescuing prisoners from a career of infamy, and in several ways have been productive of good. As the body of prisoners generally comprises all sects of religion, the Grand Jury think that other Clergymen might equally advantageously pay visits to this Gaol, for it has no regular Chaplain, and Clergymen of all creeds can have the freest access to it. All writers on Prison discipline concur in stating that the influence of religion on Convicts has generally an ameliorating tendency.

A greater number of Prisoners were confined in the Montreal Gaol at the commencement of the present Criminal Term than at any period during the last fifteen years. The number at the commencement of the Term was 270, at present it is 240. The greatest number of commitments during one year, since 1841, was 1912 in 1855. The average of the five years ending 1850, 1876; and for the five years ending 1855, 1666.

The average of increase of commitments in the Gaol has therefore hardly kept pace with the increase of population in the City and District.

The number of inmates of the Gaol has been much increased by the large number of females sent out from the Poor-Houses in Ireland and England in 1854. These, the Gaoler states, have fearfully swelled the ranks of the abandoned class in this City.

The number of Lunatics and Idiots now in the Gaol is 9, all which the Grand Jury feel should be confined in a more suitable place. The number of Debtors there is 2.

The greatest number of Juvenile offenders in the Gaol at one time, in 1855, was 16; during the whole year there were 120 under 15 years, and 61 under 12 years of age. The number of females in 1855 was 783, and of males 1129.

Of the 1912 who were confined in 1855, 998 were able to read and write, the rest could not. During the same years 50 prisoners were over 60 years, 20 over 70, and 3 over 80 years of age.

The Grand Jury have pleasure in expressing their opinion that Mr. McGinn performs the arduous duties of Gaoler in the most zealous manner; also that the Physician of the Gaol, Dr. Beaubien, is most active and kind in his attentions. Out of the 240 prisoners now in Gaol, 55 females and 21 males are under Medical treatment.

As far as the Grand Jury have been able to observe, intemperance has been an inciting cause of crime, and they are of opinion that such amendments of the license laws as would repress mere grog shops might be of great advantage, but it is their belief that the most effectual mode of protecting society from crime will be found in ameliorating the condition of the lower orders of society, and providing for their religious and moral culture as far as possible.

In this place the Grand Jury may be permitted to make an extract from the Report of the Inspectors of the Provincial Penitentiary before alluded to, and to express their concurrence therein:—

“Some of the last words of the excellent Judge Talfourd, pronounced from his judgment-seat, and with his dying breath, may be repeated here with advantage, and should serve as a lesson to society the world over:—

“‘I am afraid that all of us keep too much aloof from those beneath us, whom we thus encourage to look upon us with suspicion and dislike. I attribute the frequency of crime to the denial of that education which is given by the sympathy that should exist between high and low, by the active kindness and gracious admonitions that ought to bind us to classes from which habits of reserve keep us now too proudly aloof.’”

During this term an unusual number of indictments for arson have been brought before the Grand Jury.

They view with concern the frequency of this serious crime, and they would suggest that, as a step to its suppression, every case of fire should be strictly investigated by the Coroner of the District, who should be remunerated with his customary fee. This practice is now adopted, the Grand Jurors believe, in Great Britain. If the present law is not sufficient, the Legislature would confer a public benefit by enacting one to authorize such investigation, which, being compulsory, would prevent a feeling of invidiousness in many cases.

It has come to the knowledge of the Grand Jury that the ends of justice are sometimes defeated by the irregular proceedings of certain County Officers, in respect to inquests on deceased persons. They are of opinion that inquests should be always held, by duly authorized Coroners, in a formal manner.

The Grand Jury regret that steps were not taken, as they believe they might have been, to open the New Court House, for the Court, after the representations made at the commencement of the term. The Court and Jurors, and all persons having business with them, have been condemned to suffer the inconveniences and evil influences already stated.

In conclusion, the Grand Jurors have to thank the Court, the Queen's Counsel, the Clerk of the Crown, and Mr. Schiller, for assistance in the discharge of their duties. They are also indebted to the Sheriff for information respecting the state of the Gaol.

They found many very valuable suggestions in a Report drawn up by Mr.

McGinn, and which they strongly recommend to the attention of the authorities.

The whole respectfully submitted.

(Signed,) HENRY CHAPMAN,
Foreman, Grand Jury.

GRAND JURY ROOM,
Montreal, March 22nd, 1856.

(Certified to be a true Copy from the Original.)

A. M. DELISLE,
Clerk, Crown.

MONTREAL GAOL, December, 1855.

Sir,—Having completed the improvement of the North Wing of the Gaol, and having sent in my final Report respecting that improvement, to the Honorable Commissioners of Public Works, under whose authority and direction I have carried on that improvement, I avail myself of the earliest moment that my other duties will allow, to draw up a Report to you, for the information of Her Majesty's Government, setting forth the further improvements of which this Prison is susceptible, and which I conceive are as urgently demanded as those which have been so successfully completed in the North Wing.

I feel compelled to say, that except in a hygienic point of view, no important result may be expected from the extensive and highly important improvements which have been made, except they be followed up by improving the other parts of the Prison, and that the whole, when so improved, be placed under laws and regulations, adapted to the attainment of the objects aimed at, by the construction and maintenance of such establishments, viz., the punishment of crime, and the reformation of the guilty.

Every year's experience more strongly, and I may add, more painfully demonstrates the pernicious influence of the congregate system of imprisonment, and this fact applies with even greater force to the female than to the male portion of the prisoners, so that after an experience of nearly fifteen years, it is my firm conviction, that except the remaining wards of the Gaol be improved, so as to admit of proper isolation and classification, and unless important changes be made in the laws, and that a well-digested system of Prison discipline be introduced and faithfully carried into effect, the interests of the Province would be promoted by closing the Prison, and turning its inmates loose upon society. This is indeed a startling proposition, but I feel that I am borne out in making it, as the following facts will sufficiently demonstrate.

And first, the Prison in its present state has no terrors for those who have been once confined in it, while the most depraved regard it as a most convenient retreat, to avail themselves of which, they frequently apply for, and obtain their own commitment.

Secondly. Under the present vicious system, the earnings of the labor department, if not a mere nominal thing, bear no proportion to the expense of maintaining it.

Thirdly, and what is most important in every point of view, the discharged prisoner leaves the Gaol much more depraved than he or she entered it. A very

few remarks will suffice to illustrate each of these propositions. The prison is not regarded as a place of punishment by those who frequent it, nor has it any terrors for them, because, on entering the Gaol, they are ushered into a ward crowded with old acquaintance, and when a prisoner comes in for the first time, and is placed amongst these old offenders, shame, and indeed every proper feeling is speedily dissipated. The new comer, if he or she shew any sign of weakness, are laughed at, and then entertained with stories, the tendency of which is to make light of crime, deny the existence of virtue, and speak of punishment as a misfortune, if not a tyrannical exercise of power, to be resisted and revenged. In a word, they regard themselves as the injured party, more sinned against than sinning. After conviction, the case is not materially changed, the congregate system, with its demoralizing accompaniment, free conversation, renders the work-room rather attractive to the mind, from which virtue and self-respect are fast fading away; and oakum picking, which considering the quality of the convicts, and the short term of their sentences, is perhaps the most suitable employment for females, is nevertheless, no punishment under the circumstances just stated. Neither is it a kind of employment to elevate the mind or qualify the convict for a life of usefulness after leaving the Gaol; I need scarcely add, that the earnings from this kind of labor is almost nominal. But the worst feature of the case is, that the party thus treated, returns to society far more vicious and depraved than before. Courts and Prisons are things no longer to be dreaded, but on the contrary, they are turned to account, and frequently made to subsolve the very evils they are designed to suppress. For so soon as the wretched criminal is overtaken with sickness or disease, (and this is necessarily very frequent,) than he or she flies to the Gaol; self-committed, to obtain "two months" rest and medical care; after which, recovered and invigorated, the party returns back to pursue the old career of guilt and crime. The frequency of cases of this kind, coupled with other evils which I shall notice here, have wrought upon my mind a strong conviction, that the short sentences fixed by law against all offences cognizable before the Recorder's and Police Courts, are in their operation a very serious evil, and one that would be sufficient to set at defiance every effort to reform offenders.

A sentence of two months is not long enough to be felt as an inconvenience, to say nothing of punishment, and it affords no sufficient time either for reflection or for acquiring habits of industry, or a knowledge of any useful business, even if the internal arrangements of the Prison, and the state of discipline, were much more perfect. But when it is remembered, that in consequence of these short sentences, four or five prisoners go out of Gaol every day, and as many more are committed, and that in the absence of a proper silent system, these comers and goers act the part of News Agents, carrying out all manner of messages to companions who are without, and collecting and bringing in all the news from the wretched haunts of vice, so that a convict actually undergoing the penalty of incarceration in the House of Correction, has daily intercourse with all their companions without. And hence it is, that before leaving the Gaol, those females who lead an abandoned life, not only make arrangements to go to certain brothels, but they frequently engage other unfortunate creatures who may be entire strangers in the City, to accompany them. I think it right to cite a case in point, as it is of very recent occurrence. On Monday last, seven of the women who were sent out this season by the Poor-Law Commissioners from Ireland, had completed their period of imprisonment, and were entitled to be discharged; but on the Sunday previous, the Roman Catholic Chaplain, the Reverend Mr. Villeneuve, who sympathizes very much with these strangers, proposed to them that a place would be procured for them, and that they should remain a day or two longer in Gaol, till the place was prepared; All of them seemed willing, and even thankful for this arrangement. But on Monday morning, all of them demanded their release. It was in vain I remonstrated with them, reminding them

of their promise to the priest; their time was up, and go they must; (two of this number are under sixteen years of age.) This conduct so surprised me, that I determined, if possible, to find out the cause; and after some inquiry, the fact came out, that they had been dissuaded from their better purpose by one of the old inmates who was discharged the day previous, and had engaged to have a house ready, (a brothel,) to receive. I refused to discharge the two younger girls till they had seen Mr. Villeneuve, and he has since put them both to service; and there is a hope that they may be saved from a life of infamy. This took place in the House of Correction, and it will conclusively prove the necessity of improving that part of the building, so as to put an end to the congregate system, and of introducing the silent system, otherwise, incarceration in the so called House of Correction will be but another name for an apprenticeship to the brothel; and Criminal Courts, and the penalties they profess to inflict will, in effect, but swell the ranks of prostitution, and prove auxiliaries to the very crimes they are designed to punish and suppress. The untried wards of the Gaol, both male and female, are precisely in the same condition, and are calculated both by their mal-construction, and the consequent absence of classification, to corrupt and destroy young persons, who, however innocent of the crimes charged against them, are forced to take up their abode in these wards to await their trial. The stripling, and the mere girl, though they may be only suspected of some crime which places them under the ban of the law, are forced into the Company of some veteran in crime,—some hoary headed bawd, with many more, who voluntarily pursue a life of vice and crime. The very atmosphere of such creatures is infectious. A few weeks or months in such a school cannot fail to accomplish the ruin of such persons, which, under a proper system, might as certainly have been prevented.

Of what avail is it then that large sums upon improvements which, however important, only remedy the evils in one wing of the Gaol, in which the male convicts only can be confined. Besides this, the law remains unchanged, and the rules and regulations for prison discipline remain as before. The physical condition of the male convicts is indeed much improved, and in the same proportion the Gaol is made a better home for him. But the public who have paid for the improvement are losers in the same degree, inasmuch as the prospect of moral reformation or even the punishment of crime remain exactly in the same condition as before.

I feel reluctant to utter it, but truth demands that I should state my solemn conviction, that under the present system not only the sums expended on improvements in the Gaol, but the salaries of Judges and all the subordinate functionaries, the attendance of Jurors, Witnesses, &c., is in effect so much money thrown away. Nay, in some cases it is worse, for the accused does not return to society as he or she left it,—they return more polluted and depraved than before.

I do not advance the proposition, that the most perfect system of laws followed up by the most perfect system of prison discipline, in a building every way adapted for the purpose, success could be counted upon as a necessary result. What I do contend for is, that the present building is susceptible of vast improvements at a comparatively trifling expense. And that in a building so improved a system of isolation and classification could be secured, and rules and regulations could be enforced, by which we might hope, in so far as human means are concerned, that success would follow.

In pointing out the improvements and ameliorations which I conceive indispensable, I shall first notice the alterations required in the construction of the building, of which I think it is highly susceptible, and without which the other ameliorations, which I shall notice afterwards, need not be attempted.

The perfectness of the principle upon which the improvements have been made in the North wing being fully established, it only remains to improve the

two remaining wings after the same general principle, keeping in view, however, the different grades of Prisoners confined in them.

The South Wing which now contains all the untried male prisoners, should be so improved as to secure that class, deemed innocent in the eye of the Law, against both the moral and physical dangers to which they are now necessarily exposed. These dangers, as already stated, arise from the mal-construction of the wards, by which the cells are not only insecure, they are dark, damp, cold, and ill-ventilated, eminently calculated to endanger the health of the prisoners, while the congregation of so many criminals of various grades and characters, and of every age, into one ward renders moral infection still more certain and dangerous.

To remedy these very serious evils, I would recommend that this wing be gutted out, the rear wall thrown down, and built ten feet further back, as has been done in the improved wing; the windows to be enlarged, to correspond with the improved wing; a system of cells placed back to back, having a corridor of at least six feet, running all round between them and the outer walls, should be erected. But unlike the ward for convicts, the corridors should not be open from the ground floor to the roof, as this would be most dangerous in a ward where lunatics and persons laboring under delirium tremens are frequently confined. The corridors therefore should correspond in height with the ranges of cells, and of these there might be five ranges or tiers. The cells need not be larger than five feet six inches by seven feet six inches, which would be amply sufficient for one person to sleep in, having the long corridor in front of the cell for exercise. Two separate wards, for two distinct classes, subject to a proper system of supervision and discipline. The system of heating and ventilation which has proved so eminently successful in the improved wing, should be carried out in this also. Water closets and wash-rooms, one in each ward should also be fitted up; and thus each ward would be completely independent of every other. With this improvement, neither the health nor the morals of a prisoner need be endangered while detained for trial; and if on trial, the prisoner should be convicted, he would pass into the convict ward; already broke in for the more rigid discipline pertaining to that class; but if acquitted (and about one-third are acquitted) then the innocent person would return to society unimpaired in health and uncontaminated in morals.

The rear wing of the Gaol still remains to be noticed, it is now used for the incarceration of females, both tried and untried, and is divided into four wards each of which have now, from twenty-five to thirty prisoners, having unrestricted intercourse through the day, and sleeping as many as four or five in the same cell. I shall not venture to state, the almost inconceivable words and works of wickedness which are common in the wards; no one who had not some practical acquaintance with such a prison as the Montreal Gaol could form any conception of it. To remedy this state of things, this wing should be so improved as to accommodate all the female prisoners of every class or grade in separate cells, and divided into proper classes. In order to effect this improvement, more needed than any other, this wing should also be gutted out, and its width increased by throwing down and rebuilding one of its walls further out; and all its windows enlarged to correspond with the other wings. A system of cells, corresponding exactly with those now in use for the male convicts, should then be carried up to the height of three tiers, at this height an arch thrown across the corridor would effectually separate the convict cells from the two untried wards to be formed above them. The two flats to be adapted for untried prisoners should be fitted up exactly after the manner last described for untried males. The same efficient principle of heating and ventilation would amply secure the healthfulness of these several wards. Accommodation would thus be provided for six classes of female convicts, and four classes of untried.

Thus, improved the Montreal Gaol would be equal to the District for many years, as it would be capable of confining about four hundred prisoners in separate cells, besides ample hospital accommodation for fifty more. Proper classification once secured, discipline could be introduced and enforced. The youth would not then be contaminated by the vile conversation and example of the hardened offender; and the vicious and depraved would be subjected to a system that would make the prison a place to restrain and punish if not to reform them.

Before leaving this part of the subject I may remark that the cell doors (Oak) at present in use would answer for the cells of the untried prisoners, and that for heating and ventilating the whole in a manner unequalled in the Province the generating apparatus now used for the improved wing would, with a very trifling expense, be entirely sufficient. I have already taken a pipe from the boiler to the wash-room and cooking kitchen, which does away with the necessity for fire in these departments, effecting a considerable saving in fuel. And after the Wards under consideration are improved, as herein recommended, neither stove nor fire in any case would be required in the Prison, and all danger from this cause would be at an end. I need not add that every year's experience strongly urges the importance of such an arrangement in all public buildings.

I may add, in closing this part of my Report, that a much greater proportion of the proposed improvements could be performed by Prison labour than has been effected in that way in the improvement already made, and the work might be so arranged that far less inconvenience need occur from the over crowding of the Wards during the progress of the work.

Before entering ameliorations of a moral kind, which I regard as indispensable to give effect to the alterations and improvements in the construction of the building, as herein recommended, I may remark that I have as yet received no authority to commence the much needed improvement of the entrance gate, which, as you know, is a very ricketty affair and altogether unfit for such a purpose. The danger of leaving this gate in its present condition, has been so often pointed out and admitted, that I shall only remark here, that the danger referred to is certainly not diminished by the withdrawal of so many troops from Canada.

The fencing of the Gaol property, lying outside of the wall, requires also to be noticed. The board fence which encloses this property has been standing twenty years, and is considerably decayed, many of the pickets are rotten, and large portions have been blown down by the late gales. I have already brought under the notice of Her Majesty's Government the importance of fencing in the whole of this property with a substantial fence or wall, with the view of converting it into a model farm on a small scale; and in obedience to instructions addressed to me from the Department of Public Works, I prepared plans and estimates for this improvement which I had the honor to transmit to that Department on the 25th of May, 1852 but have received no further instructions on the subject. It is quite evident a large amount of labour could be provided for male convicts sent in for short sentences in the cultivation of this land, and that while it would tend to qualify them for farm servants it would prove more remunerative than stone breaking or oakum picking.

I shall conclude this Report by remarking, that the improvements already made, and those herein recommended, while they would vastly ameliorate the physical condition of the Prisoners, and would even diminish some of the evils of the congregate system, by placing the Prisoners in separate sleeping cells, must nevertheless, to give them full effect, be followed up by certain changes in our Criminal Code, and by rules and regulations providing for a well-digested system of Prison discipline. The shortness of the sentences passed in the Police and Recorder's Courts, I have long regarded as a serious obstacle to Prison discipline. Two months, which is the longest sentence authorized by law for the offence of

loose, idle, and disorderly (a comprehensive term, embracing with vagrancy every species of misdemeanour not provided against by special statute), is, in effect, more frequently a premium to vice than either a punishment or restraint of crime. Prostitutes requiring medical treatment, drundards in the first stage of *delirium tremens*, and rowdies of every grade, find the short sentence a decided boon; it enables them to recruit their flagging energies, heal their diseases, and mature plans and enlist others to assist in carrying out their lawless pursuits. I conceive it would be a most important improvement if, after a second, or even a third conviction, the term of imprisonment was extended, and so continue to be increased at every subsequent conviction. Imprisonment would then be regarded as a punishment. Criminals would not be so often at liberty to do mischief; their time in Gaol could be turned to some useful purpose; and, under a proper system of discipline, there would be time for reflection and reformation. In a word, society would have done its part.

In framing a Code of Rules and Regulations for the internal government of the Prison, which are so urgently needed, but into the details of which it is unnecessary for me now to enter, too much attention cannot be given to classification, and to a Silent system adapted to the means existing for carrying it fairly out, and further adapted to the length of sentence and nature of employment, so that the good, not the hurt of the Prisoner may be secured by it.

I feel that no words of mine can adequately set forth the importance of the improvements herein suggested, and which I have so often urged, and so earnestly desire to see carried into effect.

Trusting that you also will urge upon the consideration of Her Majesty's Government the necessity and importance of promptly carrying into effect the improvements and ameliorations herein suggested.

I have the honor to be, Sir,

Your most obedient Servant,

THOMAS MCGINN,

Gaoler.

JOHN BOSTON, Esquire,
Sheriff.

The foregoing Report commences by referring to a final Report which I had the honor of addressing to the Honorable Commissioners of Public Works, after I had completed the improvement of the North Wing of the Gaol, viz., on the 25th day of September, 1854. I now quote a few extracts from that report, to shew that whatever evils exist in the Montreal Gaol, exist not because they were concealed, or in any way palliated by false reports on my part, but that all has been faithfully submitted, and, to the best of my humble abilities, most earnestly pressed upon the attention of the Government. After pointing out the unhealthiness of the two unimproved wings, arising from the impossibility of heating, or venting the dark damp cells in which the prisoners are confined, the report remarks:

The physical evils to which prisoners confined in this way are compelled to submit, do nevertheless fall far short in their magnitude, when compared with the moral contagion with which this ill-constructed Prison, without proper classification and laws, places the unfortunate tyro in crime, or, as it frequently occurs, a perfectly innocent youth who has fallen under an unjust suspicion. The

cells where the untried prisoner is confined, open into a central corridor, common to all the prisoners. The youth is here exposed to the vile conversation which night and day is carried on among old offenders. The impossibility of effecting anything like classification under such circumstances, leave the youth fully exposed, and the unnatural crimes which are known to take place when more than one prisoner is confined in the same cell, fearfully aggravates the danger. Against this state of things I have earnestly remonstrated on several occasions, during the time I have held the Office of Gaoler.

Further on in the report it is stated, I feel that I may conclude this report, by remarking that the objects aimed at by this improvement have been attained in a very high degree, viz., security, separation, classification, thorough heating and ventilation, the means of surveillance and control—and hence discipline. But it remains to make such laws and regulations for the management of the convicts which now occupy this ward, as shall give to these their full effect, so that the sentence of a Criminal Court may henceforth be a practical reality; but which, hitherto, it has not been, owing to the mal-construction of the Prison, and ill-digested laws; reformation has, consequently, been out of the question, and the Prison and House of Correction might, with greater propriety, be called the House of Corruption.

Again, it is stated in the report,—The contrast which this improved wing opposes to the other wards of the Gaol is so great, and the defects which it serves to illustrate in the latter, are so many, and so great, that it will scarcely be possible to allow them to remain in their present condition as a place for the confinement of persons who, in the eye of the law, are regarded innocent, (viz., untried prisoners.) If the untried wards of the Gaol where prisoners are often confined for six months and upwards, awaiting their trial, are allowed to remain cold, damp, insecure, and unwholesome, infecting both mind and body, all that has been already accomplished, valuable as it may appear, will prove to be in effect little better than a useless waste of money. The Gaol will still remain a nursery of vice—a very hot-bed of crime. A place where the comparatively innocent and inexperienced will be sure to receive an education to qualify them for a life of sin and guilt. It must be borne in mind, that the persons to be benefitted by the improvements already executed, are convicts whose guilt has been established; but the persons who must occupy the unimproved wards, are, by the same rule, innocent, and that many of them do actually establish their innocence, when brought to trial; and some of these belong to respectable families. But, however innocent or respectable, they may be, under existing circumstances, they must be exposed to the degradation and infection of an ill-constructed Prison, and to its demoralizing influence which cannot be wholly got rid of by returning to society. No, the vilest and most dangerous inmate in the ward will be sure to force their acquaintance upon such an one, and will follow it up after they are released, impudently obtruding themselves upon those, who fearing to expose themselves, are themselves upon their victim, who to avoid a public exposure, is often obliged to submit. The magnitude of this evil, and the consequences that have flowed from it in this District, would scarcely obtain credence if stated.

To imprison an innocent person, is under the most favorable view of the case, a grievous wrong. But who can estimate the extent of that wrong, if by it the health be impaired and the heart corrupted. Surely if it be a duty to construct prisons, to preserve the convict against loss of health and further contamination. The duty of protesting the guiltless, while suffering an unjust imprisonment, is far more imperative.

The insecure state of the outer gate, and the want of some shed or building in the Gaol-yard, for stone breaking and other purposes, was also set forth in that Report, as follows:—“The necessity of improving the front gate has been already

“ admitted by the Honorable Commissioners of Public Works. The present gate
“ is indeed a most crazy affair, incapable of resisting the shoulders of three or four
“ men who were determined to push it in. A double gate is urgently required,
“ otherwise a mob acting in concert, could easily take the Porter by surprise. By
“ direction of Board of Works, I prepared and forwarded plans and an estimate
“ for this improvement, but have received no authority for executing the work.”
The old sheds used for stone-breaking, straw store, &c., were pulled down during
the great conflagration, having been several times on fire during that night, and
nothing has been since constructed in their stead, there is consequently no out-
door labor in bad weather, and there is considerable difficulty in changing the
prisoners beds regularly, having no storage for a few loads of straw.”

Besides the many Reports which from time to time I had the honor to prepare
and transmit to the authorities, setting forth the sad condition of the Gaol, of
which the foregoing are but a small part. The several Grand Juries that visited
the Prison during the last fifteen years, have, by their presentments, abundantly
confirmed the facts set forth in these Reports, and inasmuch as all these present-
ments have been published in the newspapers, and have also been transmitted to
the Government, it is quite evident that nothing has been concealed either as re-
gards the moral or physical condition of the prisoners confined in the Montreal
Gaol.

THOMAS MCGINN,
Gaoler.

REPORT

Of the Committee appointed to enquire into the transactions of the Montreal and Bytown Railway Company, prepared by Mr. Loranger, by order of the Committee, and unanimously adopted.

ORDERS OF REFERENCE.

LEGISLATIVE ASSEMBLY,

MONDAY, 10th March, 1856.

Resolved,—That a Select Committee composed of:

Mr. LORANGER,
Mr. POULIN,
Mr. ANTOINE A. DORION,
Mr. PRÉVOST,
Mr. LABELLE,
Mr. WILSON, and
Mr. LYON,

be appointed to enquire into all the transactions of the Montreal and Bytown Railway Company, from the date of its existence, into the state of its affairs, its resources and its means, and also, concerning the manner in which the Municipal Council of the County of Terrebonne subscribed on behalf of the Parishes of St. Martin, St. Jérôme, St. Adèle and the Township of Abercombie, a sum of twenty-six thousand pounds to the stock of the said Montreal and Bytown Railway Company; concerning the issue of Municipal Debentures in consequence of such subscription; the negotiation of such debentures, and the acts of the Company, and generally concerning all matters and things relating to that transaction, and to report thereon with all convenient speed,—with power to send for persons, papers and records.

Attest,

W. B. LINDSAY,
Clerk Legislative Assembly.

MONDAY, 17th March, 1856.

Ordered—That the petition of the Municipal Council of the County of Terrebonne, praying to be relieved from the payment of the amount of stock subscribed for by the said County, in the Montreal and Bytown Railway Company, and for which they have issued debentures—and all other petitions on the same subject, be referred to the said Committee.

Ordered—That the petition of the Honorable Peter McGill and others, rate-payers in and for the County of Ottawa, be referred to the said Committee.

MONDAY, 31st March, 1856.

Ordered—That the Return relative to Municipal Debentures of the County of Terrebonne, presented on the 17th instant, be referred to the said Committee.

FRIDAY, 4th April, 1856.

Ordered—That the petition of William Campbell and others, of the Parish of Lacorne, received this day, be referred to the said Committee.

COMMITTEE ROOM,

June, 1856.

The Select Committee appointed to enquire into the transactions of the Montreal and Bytown Railway Company, from the date of its existence, into the state of its affairs, its resources and its means, and also, concerning the manner in which the Municipal Council of the County of Terrebonne subscribed on behalf of the Parishes of St. Martin, St. Jérôme, St. Adèle and the Township of Abercrombie, a sum of twenty-six thousand pounds in stock of the said Montreal and Bytown Railway Company; concerning the issue of Municipal Debentures in consequence of such subscription; the negotiation of such debentures and the acts of the Company, and generally concerning all matters and things relating to that transaction, have the honor to present the following Report :

Your Committee, in compliance with the Order of Reference of Your Honorable House, bearing date the tenth day of March, one thousand eight hundred and fifty-six, proceeded with the enquiry mentioned in the said Order of Reference, and have examined witnesses, papers and records, as will appear by the Appendices. The following is the result of their investigation :

The Montreal and Bytown Railway Company, incorporated by virtue of an Act of the Legislature, opened their stock books during the month of March, 1853, and stock to the amount of £24,675 was taken by private individuals. The Corporation of Montreal subscribed £125,000 and the Municipality of the County of Two Mountains £62,000 to the capital stock of the Company.

On the seventh of November of the same year the Company gave Sykes, DeBergue & Co., English contractors, the contract for the completion of the Montreal and Bytown road, together with branch roads of twenty-three miles—ten miles at St. Jérôme and thirteen miles at Lachute. The sum contracted for was £770,000, sterling, payable in ten instalments of £77,000 each, the first instalment to be paid within six weeks after the signing of the contract, and the remainder according as the works advanced. The payment of this sum of £770,000 was to be made as follows: £26,000, sterling, in stock of the Company, £125,000 in debentures of the City of Montreal; £62,000 in debentures of the County of Two Mountains, and the balance £360,000 in debentures of the Company, with the condition that if the Company obtained Municipal stock for an amount greater than the stock of the City of Montreal and the County of Two Mountains, this surplus should be transferred to the contractors in the room of the debentures of the Company to make up the sum of £360,000. It was, moreover, agreed upon, that the contractors were to pay the interest upon any Municipal Debentures transferred to them until the entire completion of the Road, which was to be delivered in three years. This delay was to be extended for a further period of one year in case of war with Russia, which was then threatening Europe, should be declared. The Municipality of the County of Ottawa No. 2, likewise took shares to the amount of £33,200, and the Municipal Council of the County of Terrebonne also took shares to the amount of £26,000, being for the Parish of

St. Jérôme.....	£10,000
St. Martin.....	10,000
Abercrombie or Ste. Adèle.....	1,000
Ste. Sophie.....	5,000

£26,000

By the regulations authorizing these shares, provision was made, that the Debentures, which were to be issued from time to time in payment of the instalments upon the shares subscribed according as they came due, should only bear interest from the day on which the road and its branch to St. Jérôme, where it was agreed that a *depot* should be built, should be in operation and completed throughout its entire length, the capital to be payable only in twenty years. The reason of this restriction as to the date of the day from which the interest should run was on account of an understanding which took place between the Company and the Municipality, that, not only the interest should not be claimed during the period of the construction of the road, but that even when it should be in operation, not only it would pay the capital, but would also give large profits. During the month of March following, that is, in 1854, the Council, by a resolution which does not appear to have been published, authorized the Mayor to issue Debentures to the amount they had subscribed, that is, for the sum of £26,000. On the first of April the Mayor issued the said Debentures, and they were countersigned by the Secretary-Treasurer. Instead, however, of limiting the interest to run from the day upon which the road and the branch road to St. Jérôme should be in operation, he made the interest upon them payable semi-annually from the day of their issue, that is, from the first of April, 1854, and handed them over to the President of the Company. On the first of May, 1854, these Debentures were given to the Contractors, together with those issued by the County of Ottawa No. 2, for £33,000. The President gave these Debentures over to the contractors for account of the amount of the contract, and the latter negotiated or deposited them in the payment of their debts. A year after having given the Debentures, the Mayor gave also to the President a joint order, addressed to the Receiver General, requesting him to pay to the Agent of the Bank of Montreal at Quebec the monies arising from these Provincial Debentures, by virtue of the Act to establish a Consolidated Municipal Loan Fund. Wm. C. Evans, Esq., of Montreal, deposited these Debentures in the office of the Receiver General at Quebec from day to day between the sixteenth of May, 1855, and the end of the same month, for the purpose of obtaining Provincial Debentures in exchange. He also produced the joint order mentioned herein above, together with a power of attorney from William Gunn, Manager of the Bank of Montreal, authorizing him to receive Provincial Debentures on behalf of the Bank. The Deputy Receiver General, however, being of opinion that the joint order was of no use, inasmuch, as by law, the exchange of Debentures could, in his opinion, be effected without this order, returned it to Mr. Evans, and gave him in exchange for these Municipal Debentures, Provincial Debentures to the amount deposited, that is, £22,700 for the County of Terrebonne, and £30,800 for the County of Ottawa No. 2. This exchange of Municipal Debentures was made at first for temporary Debentures without *Coupons*, but some days afterwards the temporary Debentures were sent back to the Deputy Receiver General, and he on his side issued Provincial Debentures with *Coupons*. The interest due upon the Municipal Debentures from the first of May, 1854, to the first of May, 1855, that is, the interest due before the exchange was effected was paid by the contractors, but in the month of November, 1855, and in the month of April last, the Government demanded from the Municipal Council of the County of Terrebonne one year's interest at six per cent. and two per cent. on account of the capital. It was upon this demand that the inhabitants of the Parishes interested therein, addressed themselves to Your Honorable House, praying for the Enquiry you have charged Your Committee to make.

In order sufficiently to appreciate the merits of their Petition, and to inform Your honorable House of the transactions of the Company, we must go back to the period of the contract between the Company and the Contractors. Immediately after receiving the contract, the contractors commenced their work, and during the season of 1854 they constructed the road from Carillon to Grenville, a distance of

about thirteen miles, caused embankments and other preliminary works to be erected near Montreal, also levelled the road at St. Rose, surveyed the road and did other works, the whole estimated at £100,000 sterling: In the month of November the road from Carillon to Grenville was ready for traffic; but that was all they did. They have since that date done no more work, and the contract is entirely abandoned. The Company are insolvent, and there is no hope of the road ever being made in virtue of the contract. The road from Carillon to Grenville is not even in operation, and has not been so during the summer of 1855, as the proprietors of the land on the road whose lands were taken by the Company, not having been paid for them, have taken them back again.

Without pretending to determine the cause which induced the contractors to abandon their contract, and which rendered the Company insolvent, Your Committee would beg leave to point out the following facts:

The Corporation of Montreal, which had made as a condition to their taking stock to the amount of £125,000, that they should be at liberty to exact from the contractors a discretionary bond, refused the one offered by the contractors, and withdrew their share in the stock. The County of Two Mountains also withdrew £62,000 of their stock, and caused the regulations by virtue of which they had taken the said stock to be repealed. The By-law of the County of Ottawa No. 1, which had also taken stock to the amount of £25,000, was never ratified. The shares which the Parishes of St. Eustache and Ste. Scholastique promised to take, to the amount of £5,000 each, became null, so that the resources of the Company to fulfil their engagement were limited to the £24,675 subscribed by private individuals; the £59,000 of shares taken by the County of Ottawa No. 2, the Parishes of St. Jérôme and others, of the County of Terrebonne, their own Debentures, and the £260,000 sterling of shares taken by the contractors.

It appears from the evidence, that the real assets of the Company, composed of the funds subscribed by private individuals and Municipalities, only amounted to the sum of £83,875, with which they had to construct a road, the cost of which was £770,000, according to the price of the contract, exclusive of the extras and the purchase of the land. Upon the amount subscribed by individuals there was but £980 of stock paid up.

It is not within the province of your Committee to comment upon a fact which has, nevertheless, attracted their attention, which is, that to construct a road as expensive as that undertaken, the Company gave it out by contract with a stock book amounting only to £246,675, and relied for the balance upon the assistance of the Municipalities, all of which, with the exception of that of Ottawa No. 2 and the Parishes of St. Martin and St. Jérôme, Abercrombie or Ste. Adèle, and Ste. Sophie, disappointed them. As regards the Debentures of these last mentioned Parishes, Your Committee are of opinion, that, having been issued with interest payable from date by the Mayor, who had no authority so to do, and in contravention of the By-laws, without prejudice to the other *moyens* of nullity which might be deduced from the facts herein above mentioned, these Parishes cannot be held responsible for the payment of the interest, before the road is completed, and there is now no appearance of the work being able to be carried on.

In conclusion, Your Committee take the liberty of suggesting to Your Honorable House that it might perhaps be desirable that the Legislature should adopt some immediate plan to place the road between Carillon and Grenville in running order, by permitting the parties interested to have possession of the road as soon as they have paid the proprietors.

The whole respectfully submitted.

T. J. J. LORANGER.

G. B. Lyon Fellowes, Esq.,
Chairman.

MINUTES OF THE PROCEEDINGS

OF THE

Select Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company.

Monday, 31st March, 1856.

PRESENT :

Messrs. LORANGER,
A. A. DORION,
POULIN,
PRÉVOST,
LABELLE,
LYON.

Mr. Lyon was called to the Chair.

Read the Order of Reference.

On motion of Mr. Dorion, it was Ordered, That the Chairman do move in the House that the Return to an Address of the 5th instant for a statement of the Municipal Debentures for the County of Terrebonne, exchanged by the Government for Provincial Debentures, be referred to this Committee.

On motion of Mr. Prévost, it was Ordered, That the Chairman do move an Address for copies of all communications exchanged between the Department of the Attorney General and that of the Receiver General, in relation to the negotiation of the debentures in question, from the commencement to the present date.

On motion of Mr. Loranger, it was Ordered, That Subpœnas be issued for the appearance of the following persons to give evidence before the Committee, viz.:

A. M. Delisle, Esq., President of the Montreal and Bytown Railway Company.

W. H. Hopper, Esq., Secretary of the Montreal and Bytown Railway Company, with instructions to produce the books of the Company, including the stock book and all others containing a general statement of the affairs of the Company, its liabilities, assets, &c.

A. B. Papineau, Esq., formerly Mayor of the County of Terrebonne.

J. C. Auger, Esq., formerly Secretary-Treasurer of Terrebonne.

Wm. Sykes, of Caledonia Springs.

Jean L. Beaudry, Esq., of Montreal.

Adjourned to Call of the Chair.

12th April, 1856.

PRESENT :

Mr. LYON,—*Chairman*.
Messrs. LORANGER,
LABELLE,
PRÉVOST,
A. A. DORION,
POULIN.

Laid before the Committee, a telegraphic despatch from M. J. A. Auger, dated, "Montreal, 11th April, 1856."

Also, a letter from Sidney Bellingham, Esq., dated, Toronto, 9th April, 1856.

Ordered, on motion of Mr. Loranger, That Sidney Bellingham, Esquire, at

present at Toronto, be summoned to give evidence before this Committee on the 14th April instant.

André B. Papineau, Esquire, Mayor of the Parish of St. Martin, in the County of Laval, in the District of Montreal, appeared before the Committee, in obedience to the summons directed to him, and the following questions were put to him:

Will you please state to the Committee all you know in relation to the subject matter of this enquiry, and more particularly state

1st. What means did the Montreal and Bytown Railway Company use to induce the County of Terrebonne to take stock in the Company?

2nd. How were the By-laws binding the Parishes of St. Jérôme, St. Martin, Ste Adèle, and the Township of Abercrombie for a total amount of £26,000, passed?

3rd. How were debentures issued and exchanged for Provincial Debentures?

4th. Did you, as Mayor of the County, authorize the Company, or any other person to exchange or negotiate these debentures. In a word, please explain the nature of all transactions or negotiations relating to stock in the Company, affecting the above mentioned places?

The Committee adjourned until Monday next at 11 o'clock, A. M.

Monday, 14th April, 1856.

PRESENT :

Mr. LYON, — *Chairman.*

Messrs. POULIN,
PRÉVOST,
LABELLE.

Mr. A. B. Papineau appeared before the Committee and requested a further delay in order to complete his answers to the above mentioned questions which were put to him.

Messrs. S. Bellingham, A. M. Delisle and Jean L. Beaudry, witnesses summoned, appeared before the Committee.

The Committee then adjourned until to-morrow at eleven o'clock, A. M.

15th April, 1856.

PRESENT :

Messrs. LORANGER,
A. A. DORION,
LABELLE,
PRÉVOST,
POULIN.

Mr. Lyon, the Chairman, being absent, Mr. Loranger was called to the Chair, *pro tem.*

Read the minutes of yesterday.

Ordered—That the above mentioned questions be put and submitted to Jean L. Beaudry, Esq., one of the witnesses summoned by substituting, however, in the fourth question, for the words, "*Did you, as Mayor of the County, authorize the Company, or any other person, to exchange or negotiate these debentures?*" the words, "*State whatever you know concerning the affairs of the Company, and its administration?*"

Ordered—That the series of questions hereunto annexed and marked A, be put and transmitted to A. M. Delisle, Esquire, a witness summoned.

Ordered—That the same series of questions be likewise put and transmitted

to Sidney Bellingham, Esquire, substituting the following question in the room of the first question.— 1. *Have you been or are you employed by the Montreal and Bytown Railway Company, and what has been or is the nature of such employment?*

The Committee then adjourned until 11 o'clock, A. M., to-morrow.

16th April, 1856.

PRESENT :

MESSRS. LORANGER,
LABELLE,
POULIN,
PRÉVOST,
A. A. DORION.

Mr. Papineau produced and laid before the Committee his answers to the questions submitted to him, as also several letters marked A, B, C, D, E, being part of said answers.

The Committee then adjourned until 11 o'clock, A. M., to-morrow.

17th April, 1856.

PRESENT :

MESSRS. LORANGER,
LABELLE,
POULIN,
PRÉVOST,
A. A. DORION.

Mr. J. C. Auger, a witness summoned, appeared before the Committee.

Ordered—That the questions which were put and submitted to Mr. J. L. Beaudry be put and transmitted to Mr. J. C. Auger.

Ordered—That the Honorable William Badgley and William C. Evans, Esquire, of Montreal, be summoned as witnesses.

Mr. Papineau appeared a second time before the Committee and answered the following supplementary questions (see evidence) and his evidence was declared to be closed.

The Committee then adjourned until 11 o'clock A. M., to-morrow.

18th April, 1856.

PRESENT :

Mr. LORANGER, — *Chairman, pro tem.*
MESSRS. LABELLE,
A. A. DORION,
PRÉVOST,
POULIN.

Mr. A. M. Delisle produced his answers to the questions submitted to him and the documents marked G, H, H H, I, in support of his answers, and the Committee put the following supplementary questions to him. (See his evidence.)

Ordered—That the evidence of Mr. Delisle be translated into French for the use of the Committee.

The Committee then adjourned until 11 o'clock, A. M., to-morrow.

19th April, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 MESSRS. PRÉVOST,
 A. A. DORION,
 POULIN,
 LABELLE.

Mr. J. L. Beaudry appeared a second time before the Committee and answered the questions put to him as follows, (see his deposition) and his evidence was declared to be closed.

The Committee ordered the Clerk to notify the Hon. E. P. Taché, Receiver General, and C. E. Anderson, Esq., Deputy Receiver General, to appear and give evidence.

21st April, 1856.

PRESENT :

Messrs. PRÉVOST,
 POULIN.

The Committee rose for want of a quorum.

22nd April, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 MESSRS. LABELLE,
 A. A. DORION,
 PRÉVOST,
 POULIN.

Mr. J. C. Auger appeared a second time before the Committee and produced his answers to the questions submitted to him (see his deposition) and his evidence was declared to be closed.

The Committee then adjourned until 11 o'clock, A. M., to-morrow.

23rd April, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 MESSRS. LABELLE,
 A. A. DORION,
 POULIN,
 PRÉVOST.

Mr. William Sykes appeared before the Committee in obedience to the summons served upon him.

C. E. Anderson, Esq., Deputy Receiver General, appeared before the Committee and answered as follows, to the questions submitted to him (see his deposition) and his evidence was declared to be closed.

The Committee then adjourned until 11 o'clock, A. M., to-morrow.

24th April, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*MESSRS. LABELLE,
A. A. DORION,
PRÉVOST.

Mr. W. Sykes appeared before the Committee a second time and answered as follows to the questions submitted to him. (See his deposition.)
The Committee then adjourned until 11 o'clock, A. M., to-morrow.

25th April, 1856.

PRESENT :

MESSRS. A. A. DORION,
PRÉVOST,
LABELLE.

The Committee adjourned for want of a quorum.

29th April, 1856.

PRESENT :

MESSRS. A. A. DORION,
POULIN,
PRÉVOST,
LABELLE.

Mr. Dorion was called to the Chair in consequence of the absence of the Chairman.

Mr. Sykes appeared a second time before the Committee and terminated his evidence.

The Committee then adjourned.

2nd May, 1856.

PRESENT :

Mr. A. A. DORION,—*Chairman, pro tem.*MESSRS. LABELLE,
PRÉVOST,
POULIN.

The Hon. Wm. Badgley appeared before the Committee in obedience to the summons served upon him.

Mr. Hopper, Secretary to the Montreal and Bytown Railway Company, also appeared as a witness.

The Committee then adjourned.

3rd May, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*MESSRS. A. A. DORION,
POULIN,
LABELLE,
PRÉVOST.

Received and laid before the Committee, answers from the Hon. E. P. Taché to the questions submitted to him.

A series of questions in writing were then submitted to William H. Hopper, Secretary to the Montreal and Bytown Railway Company.

The Hon. Judge Badgley appeared a second time before the Committee, answered the questions submitted to him and his deposition was declared to be closed. (See his deposition.)

The Committee then adjourned.

6th May, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 Messrs. DORION,
 PRÉVOST,
 POULIN.

Mr. W. H. Hopper appeared a second time before the Committee and terminated his evidence. (See his deposition.)

Resolved, upon motion of Mr. Dorion, That the Clerk of this Committee do address a letter to the Clerk of the City of Montreal requesting him to send a copy of the By-laws of the Corporation by virtue of which the City of Montreal took stock in the Montreal and Bytown Railway Company, and also a copy of all proceedings of the Municipal Council or Committees relative to the said subscription.

The Committee then adjourned.

7th May, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 Messrs. DORION,
 PRÉVOST,
 POULIN,
 LABELLE,

Mr. Wm. C. Evans appeared before the Committee and was examined (See his deposition.)

The Committee then adjourned.

18th June, 1856.

PRESENT :

Mr. LORANGER,—*Chairman, pro tem.*
 Messrs. DORION,
 PRÉVOST,
 POULIN,
 LABELLE.

Mr. Loranger laid before the Committee a Report which he had drafted, which was unanimously adopted.

Resolved.—That the Chairman do present the said Report to the House.

MINUTES OF EVIDENCE.

[Mr. Papineau]—In answer to the questions submitted to me by the Committee appointed to enquire into the transactions of the Montreal and Bytown Railway Company, I have the honor to say, in

Answer to the 1st Question,

That that Company, in order to induce the Municipality of the County of Terrebonne to take share in the capital stock of the Company, commenced by authorizing their President, A. M. Delisle, Esquire, to write to the said Municipality, in order to obtain *their co-operation and pecuniary assistance*, setting forth to them at the same time, the advantages of such an enterprise, (see his letter of 30th May, 1853.)

The same President wrote a second letter on the 15th September, 1853, in which he expressed "his hope of being able to induce the Company to cause the "road to pass through the Village of St. Martin, and to establish a *depot* there, "which would not fail to double the value of the property there."

On the 23rd of October following he wrote to say that he had drawn up the By-law in such a manner as to cover *all difficulties with regard to the interest during the time the road was being built*; that the money would only have to be paid by the Parishes *as soon as the road should be in operation throughout its entire length*, and that then the Road would cover, not only the interest, but would, he was certain, be a source of profit to these Parishes. If you take the whole of the stock, he added, as I venture to hope you will, you can be certain that the Road will be put under contract immediately.

Besides this, several of the Directors of the Company, Messrs. Delisle, Dumas, and J. L. Beaudry made it their business to appear several times before the Municipal Council to plead the cause of this Railroad, which, according to them, was to extend commerce in so rapid and so wonderful a manner, and to open at the same time to the inhabitants of the country a vast extent of territory to be settled.

Mr. Delisle in particular, took great pains to shew that the works on the Road being conducted by Canadian Directors, whose interest it was to use economy, would be far less expensive than those of the Grand Trunk, whose Directors could not carry on the works without great outlay; that the revenues arising from the Road would be more than sufficient to pay the interest, and that the parishes might not, perhaps, be required to pay anything; that the citizens of Montreal who would do nothing without prudence and discernment, had in a body approved of a By-law authorizing the subscription of £125,000 worth of shares; that theirs was an example to follow; that the Mayors of the Municipalities taking stock, were *de facto* Directors of the Company; that the Board of Directors could not proceed to business without notifying the Mayor, in his capacity of Guardian of the interests of the Municipality; that he would never fail to oppose any measure that might be prejudicial to the Municipality; and, that after all, if it should happen that the Company did become insolvent, and that the Sheriff was ordered to levy rates, all the rate-payers would have only to combine and not to purchase the one from the other, and should even drive away any officers who would dare shew themselves either to seize or to sell; that he did not propose these means of opposition and resistance with the idea that the Municipality would ever be forced to have recourse to them, because he felt convinced that they would never have occasion to pay one single penny; that he had great pleasure in being able to state that the Company would undertake to pay all the interest until the Road should be in operation throughout its

whole extent, and the branch at St. Jérôme, as also the dépôt should be completed; with relation to the capital it was only payable in 20 years, and that within that that time the Municipality might be able to dispose of their shares with profit.

It was, relying on these promises, made on several occasions before a numerous and respectable assembly, exempting the Municipality of the County of Terrebonne from payment of the interest, that the Council undertook to take stock, in opposition to a large majority of the rate-payers. This was also the reason why no provision was made for a sinking fund as prescribed by law, as it would become absolutely useless, because the Municipality would have nothing to pay, the Company having nothing but their right of legal hypothec upon the stock taken by the Municipality, otherwise the Council would never have consented to the subscription of the smallest amount.

Answer to 2nd Question.

With these promises of the Company to exempt the Municipality from all interest, as in fact they did for the first year only, we may add, that the share taken in this business by the Honorable A. N. Morin, then Provincial Secretary, and who was more interested than any other of the rate-payers on account of the extent of property he owns in the County, which he also represented, tended greatly to inspire confidence to the Councillors, for it was he who was kind enough to assist the Council by preparing and sending the draft of a By-law which underwent no amendment, which made no provision for a sinking fund, and which was adopted in preference to one presented by Mr. Delisle.

This By-law, which was passed on the 12th December, 1853, authorized the Mayor to take and subscribe stock to the following amount, to wit:

For St. Jérôme	£10,000
St. Martin	10,000
Abererombie, (St. Adèle).....	1,000

And by another By-law, passed on the 13th March, 1854, the Mayor was further authorized to subscribe,

For Ste. Sophie, (New Glasgow)	5,000
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Total.....	£26,000
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That amongst other essential conditions of these By-laws, it is ruled and ordered, "That the Mayor be authorized to borrow from time to time and whenever it is required, the necessary sums requisite to pay the calls when required and called for, and for that purpose to issue bonds or debentures to the amount of the said shares or stock;" that another condition of the said By-laws, was, "that the interest upon the said bonds could only date or count from the date upon which the road should be completed and in operation throughout its entire extent, notice of which was to be given in the Official Gazette, and that the capital should only be payable within 20 years from date." That a further condition was, that "the Mayor should not subscribe the said shares or stock, except with the express condition to be stipulated by a formal agreement with the Company that a dépôt should be erected at the Village of St. Martin, a second at the village of St. Jérôme, with a branch line joining that village to the main line."

Were it not for all these conditions which were favorable to the Municipality, these By-laws would never have passed. These provisions, together with the subscription for the Road, constitute the whole of the By-law.

However, with regard to agreements between public corporations, it is not sufficient to regulate the amount of work to be done and the price therefor, as between individuals who would not give a lien upon their properties because they would become personally responsible. There must be security given upon

certain property or special revenues, in order to insure and guarantee the payment of the engagements contracted by the Corporations. It is for this reason that the laws regulating Municipal Loans prescribe that the By-laws for Municipal Loans shall necessarily provide for a sinking fund or a special tax to guarantee the payment of the sums borrowed.

But in the By-laws of the Municipality of the County of Terrebonne there is no provision made for a sinking fund or *special tax*, which should form an essential part in a By-law for a loan; consequently, the properties liable to be taxed have remained exempt, there has been nothing affected, and of course there is nothing to take or seize. This omission of a provision common to agreements of this nature is the reason why there is no obligation on the part of the Municipality, and necessarily causes the By-laws to be null.

In fact what would happen, if, supposing the Company to be solvent, the Municipality were to bring an action to compel them to complete their works? Would not the Company have grounds to hold that they are bound to nothing and that they need not take any steps until the Municipality shall have given them guarantees of payment or imposed a special tax; in a word until they shall have made new and complete By-laws as required by law?

At the time of the passing of these By-laws, the Council, who took cognizance of the law, which was at that time printed only in English, were under the impression that this provision, with regard to a sinking fund, was merely an optional clause, for, if they had thought that it was essential and imperative, they would never have passed any By-law whatever.

Notwithstanding this essential defect these By-laws were accepted by the Company.

Some time after, the Company as well as the Council, who were eager to see the works carried out, finding that a good deal of time would elapse during the gradual and successive issuing of the *bons*, and fearing that in the interval, difficulties might arise on the part of the rate-payers against the By-laws and the payments to be made, agreed to pass a Resolution, dated the 27th March, 1854, virtually rescinding the first By-laws, inasmuch as the new Resolution authorized the Mayor to *sign immediately* and without delay all the *bons* to a total amount of £26,000.—When laws are inconsistent and contradictory the one to the other, the one last past must be followed.—The Mayor thought that he was bound to conform himself to the last past By-law and signed and issued all the *bons* at once and without delay, and delivered them on the 1st April, 1854, to Mr. Delisle the President of the Company.

This By-law had not yet been published in the newspapers, or read at, or affixed to the church door. In addition to this, the debentures thus issued were in contravention of the By-Laws, in as much as the interest was to run from the day of their date, upon the representation that was made to the Council by the President of the Company, that debentures which only bore interest from an indefinite period, could only be negotiated at a great loss, but the capital was only to be paid within twenty years under promise of partial repayments. The President, Mr. Delisle, repeated the same promise, that the Municipality would never be troubled for this interest, and promised that the Company would take charge of it. After the delivering over of the debentures, they were no longer informed of the deliberations of the Board of the Company, who forgot the promises they had made of not adopting any measure without the Mayor being present. The Mayor was always recognised as long as the debentures were not signed. From that time it was easy to understand that the interests of the Municipality were in danger. The Mayor was authorized to reason with the Company, and they immediately excused themselves under the pretext that they were not aware who was the person that the Council had chosen to represent them at the Board of Direction.

It was for this reason and with the desire of obtaining the protection of the Government, by procuring their interference, and also, with a view to obtain a greater benefit from the Municipal Bonds, that the Municipal Council passed a resolution that was already prepared by Mr. Delisle, for the purpose of exchanging Municipal Bonds for Provincial Debentures and authorising the Mayor to sign the order prescribed by law, as soon as the bonds should be issued by the Municipality and the debentures should be in the possession of a third party. In compliance with this resolution, which was neither published nor affixed to the church doors, the President of the Company and the Mayor of the County signed jointly an order to the Receiver General, dated on or about the 31st March, 1855, requesting him to pay and deliver the Provincial Debentures or the money coming therefrom to the Agent of the Bank of Montreal at Quebec, after the Municipal Bonds should have been deposited in his hands.

That, afterwards, this joint order had been altered without the participation of the Mayor, by striking out the words "Bank of Montreal," and substituting a marginal note with these words, "Sykes, De Bergue, & Co., Contractors."

In order to induce the Mayor to sign this marginal note and cause him to approve of this innovation in the delegation, Mr. Evans, one of the Directors, went on the 31st May, 1855, to the Mayor's house, bearing a letter from the President to the Mayor, "ordering him to sign a marginal note, which it was "found necessary to make to the joint order." A marginal note which, he said was merely a matter of form, and which would explain itself, so that he refrained from alluding to it.

Nevertheless, then, as he did afterwards, on the 4th June following, at the urgent request of Mr. Delisle, the Mayor refused to sign this marginal note, and upon Mr. Delisle repeating several times to him that, "since the Mayor refused to sign he intended to leave the document in its former state," the Mayor remarked to him, that he, Mr. Delisle, ought to be aware of the importance of a public document of such a nature, that there was no means of altering it, and that as he had by his own act made it void, it was no longer in any person's power to bring it back to its former state; that the Mayor could not allow him to touch it, but that if he wished it, he would call a meeting of the Council to deliberate upon the subject. To this Mr. Delisle objected, saying, *that it would only tend to make every thing fail*, and that he intended going down to Quebec to settle the matter with the Government. The Mayor answered that since he was convinced that the Council would refuse their assent, he, the Mayor, who was but their officer, could not do so, without being authorised by the Council; otherwise he would be guilty of a gross breach of duty. The Mayor, for his part, wrote on the 4th June, 1855, a letter to the Receiver General, informing him of this alteration in the joint order, and requesting him to suspend all negotiations thereupon until he should hear from the Council on the subject.

In answer to this letter, on the 20th June, C. E. Anderson, Esquire, Deputy Receiver General, informed the Mayor that "he is in error when he contends that "a joint order is essential to effect the exchange of Municipal Debentures, in "virtue of the 18th Vict. cap. 13; such order being required only in cases in "which the Receiver General is to raise the *money* upon *debentures* issued in "virtue of any By-Law, and not in the case of the exchange of debentures." As to the changing in the order of the words "Agent of the Bank of Montreal," for the words "Sykes, De Bergue & Co., Contractors," he confined himself to saying that when the party interested presented this power of attorney to a Department, he presented also a letter from the Agent of the Bank of Montreal here, authorising him to act for him in that matter, which would render the document perfectly valid if it were required.

The Mayor knows nothing further concerning this transaction. He has, however, reason to believe that the joint order was merely altered because the

Bank of Montreal refused to participate in the transactions of the Company, and that in consequence, their Agent at Quebec was never authorised to receive Provincial Debentures in exchange.

Answer to the 4th Question.

The Mayor of the County of Terrebonne gave no other power, either to the Company or to any other person than the joint order alluded to above, and which it appears was destroyed by the Company.

With a view to remedy the disastrous consequences with which the Municipality seemed threatened, the Mayor called a meeting of the Council to advise the best means to be adopted for protection, but in consequence of there being no quorum on the 23rd June, he called a second meeting for the month of July following, 1855, for the express purpose of taking into consideration the affairs of the Montreal and Bytown Railway Company. This meeting was not held in consequence of their being no quorum.

Some time afterwards, J. E. Prévost, Esq., Municipal Secretary, received two letters from the Hon. E. P. Taché, Receiver General, the first dated the 2nd, and the second the 20th of November, 1855, requesting the Municipality of the County of Terrebonne to pay the large sum of £1410, due for the payment of the interest from the 1st April, 1855, and for the reimbursement of part of the capital of the said Debentures, although there was no stipulated agreement for the immediate repayment of the capital either in the By-laws or the Municipal debentures. As regards the interest from the 1st April, 1854, the day upon which the debentures were issued, up to the 1st April, 1855, it is to be supposed that the Company paid it, as they had promised to continue to do so until the road should be completed.

(Signed,)

A. B. PAPINEAU.

Committee Room, Toronto,
16th April, 1856.

17th April, 1856.

Supplementary questions put to Mr. A. B. Papineau, and his answers thereto.

Have you ever had any connection or communication with the contractors of the Montreal and Bytown Railway Company, Messrs. Sykes and Company?

The only interview I ever had was with Mr. Sykes, who said he was the contractor or the agent for the contractors, in March, 1854, at the Municipal Council of St. Thérèse, who had met for the purpose of passing a By-law to authorize the Mayor to issue debentures. Mr. Sykes signed a document, which I did not see, promising to exempt the Company and the Parishes from the payment of the interest. His object was to induce the Council to issue debentures. The document was in English, and to the best of my knowledge had been drawn up in the Council room. I am positive in stating that there was a similar document written by Mr. Delisle, and signed by Mr. Sykes. I cannot say whether that document was given in to the Clerk and entered in the Registers, but such is my impression. Mr. Delisle, who was present, reiterated several times his assurances that the Municipalities would have nothing to pay, and that the depôts at St. Jérôme and St. Martin, as well as the branch roads, would be completed.

Was it understood that Mr. Sykes was to receive debentures in payment of his work, and did it so occur?

I cannot say so in a positive manner, but from what has been said, that the debentures were merely issued to enable the contractors to commence their works at once, I inferred that such was the case. It has been further alleged by Messrs. Delisle and Sykes, that the firm of Sykes, De Bergue and Company were very

wealthy, that there was nothing to fear with regard to them, that they were able to make advances, and that our bonds would be profitably negotiated in England. At the time that Mr. Delisle wished me to correct the order I had given to authorize the exchange of debentures, he told me that my refusal would place him in a false position with respect to the Company and the Government. I understood from his conversation that the debentures had been negotiated.

Were you aware in signing the debentures, which bore interest from date, that you were acting in contradiction to the By-laws of the Council. Did any person speak to you on that subject, and if yea, who?

I was. The question was discussed in the Council, in presence of the Councillors. Mr. Delisle contended that, if the debentures were signed without a precise date from which the interest was to run, they would be of no value, and not negotiable. It was this reason which prevailed over the objections of the Councillors, and which induced the Council and myself to sign the debentures in violation of the By-laws, and that knowingly. It was on this occasion and the same day at St. Thérèse, that the document above mentioned was signed. On that day the Council had been legally called together, and it was then that the proposition was made in the Council and carried, authorizing me to issue debentures for the whole amount. Upon this a resolution was passed and entered in the Register. There was no allusion to the interest in the resolution. The question of the interest was not the object of the resolution; there was question, however, of the interest, in a conversation which took place between us. All the Councillors agreed in saying that it was proper that the debentures should be issued with interest. I, however, was not officially authorized to issue them in that manner. The Council did not authorize me to issue them thus. I did so at all risks. It was in April following, in Montreal, at the office of the Company, that I signed and issued the debentures, which were countersigned by Mr. Joseph Cyrille Auger, the Secretary-Treasurer.

Did Mr. Auger, the Secretary-Treasurer, make the remark, before countersigning himself the debentures you gave him to countersign, that you were making him sign illegal documents?

I do not recollect.

Did any officer of the Municipality receive directly or indirectly from the Company any sum of money, promise or reward, to engage them to favor the plans of the Company?

Not to my knowledge.

Do you know what use the Company made of your debentures?

It is probable that the money coming from the debentures was expended upon the road made in the Municipality of Argenteuil.

What is the extent of road made in that Municipality?

Thirteen miles, from Carillon to Grenville.

Is the road in operation?

It was in operation during some months, but is not at present.

How many times did Mr. Sykes go to the Council?

Only once, I think.

Upon what day, and where was it, that Mr. Delisle told you that you were placing him in a false position towards the Company and the Government, by refusing to correct the order you had given for the exchange of the debentures?

It took place at the office of the Company at Montreal, on the 4th June, 1855, in presence of Dr. Nelson, one of the Directors, and other persons.

When you held the conversation you allude to in your last answer, and you understood that the debentures had been negotiated, with whom did you understand that they had been negotiated?

I understood that they had been negotiated with the contractors, as payment for their work.

Did you understand in the conversation you had with Mr. Delisle, on the 4th June, 1855, at the office of the Company, that the Municipal debentures had at that time been exchanged with the Government for Provincial debentures?

Yes, I did, because I had received a joint order to that effect. Mr. Delisle had mentioned nothing to me about that circumstance.

(Signed,)

A. B. PAPINEAU.

MONTREAL AND BYTOWN RAILROAD OFFICE,

Montreal, 30th May, 1853.

SIR,—I am requested by the Directors of this Company to address you upon a subject of the deepest interest to your County; that of the proposed Railway between Montreal and Bytown. The Legislature in compliance with Petitions that were addressed to them by your County, that of Two Mountains and the City of Montreal, have passed an Act authorising this Company to construct the said road.

A second law, authorising the Counties of Terrebonne and Two Mountains to subscribe and take shares in the said work, has quite recently passed and received the Royal Sanction.

This Company was only waiting for the passing of this last Act to take active steps to build the Road in question. In obedience to the orders I have received to address myself to the said Municipalities and request their co-operation and pecuniary aid, I do so at present with the hope that your County will come forward and lend their co-operation and pecuniary assistance in furtherance of the great enterprise in question.

It would be useless within the limits of a letter to attempt to make you feel the advantage such a Railroad would be to your County and to the country in general. However, the Company are at present publishing their prospectus in which all these important points are treated at length.

As reports and rumors prejudicial to the interests of the Company have been spread about, the object of which is to try to make people believe that there are obstacles as well in the vicinity of Montreal as in the County of Terrebonne which are almost insurmountable to the construction of a Railroad, the Company, as soon as they are organized, will shew that these reports and rumors have been circulated by a rival Company interested in neutralizing our actions, and are without the least foundation.

You can easily understand that the City of Montreal would not have engaged in an enterprise offering the difficulties and obstacles which are attempted to be pointed out. In fact, the Company are of opinion that it would be desirable that the Counties of Terrebonne and Two Mountains should take steps to confer together, in order to ensure unity of action between them, and thereby realize the grand scheme in contemplation.

This Company would venture to suggest that delegates be appointed by the Municipality of Terrebonne and that of Two Mountains to confer and treat with delegates to be appointed by the Corporation of the City of Montreal.

This plan, so simple in itself, would not fail to lead to the most satisfactory results to all parties interested, and assist an undertaking which would not fail to bring the greatest advantages to all persons taking a share therein, and desiring to see it put into execution.

I have the honor to be, Sir,

Your most obedient servant,

A. M. DELISLE,

President of the Montreal and Bytown Railway Co.

A. B. Papineau, Mayor;

County of Terrebonne, St. Martin.

St. Martin, 5th June, 1855.

SIR,—I have the honor to acknowledge the receipt of your letter of the 30th May last relative to the Montreal and Bytown Railway. Be kind enough, Sir, to assure the Company of which you are the President, that I will make it my duty to present it to the Council and will exert myself to induce them to appoint two delegates to a Committee of delegates from the two Municipalities of Terrebonne, and Two Mountains and the City of Montreal, as suggested by you as being an indispensable mode of coming to an arrangement to adopt the plan in question.

I have the honor to be, Sir,

Your most obedient servant,

A. B. PAPINEAU.

Mayor, M. C. T.

(Confidential.)

Montreal, 15th September, 1853.

MY DEAR SIR,—I took the liberty in the course of an address which I delivered to the electors of the County of Two Mountains, to make allusion to the County of Terrebonne which had not fulfilled its engagement with the Railroad Company which I represent.

I therefore hasten to write to you to inform you that these reproaches were not addressed to the Parishes of St. Martin and St. Jérôme whose Councillors have at all times shewn themselves to be zealous friends of improvement and progress. It is my intention at present to leave the County of Terrebonne completely without the limits of the work, by running the line near Bizard Island and then through St. Eustache. Parishes can now, by law, engage in like undertakings provided that the two Councillors of these Parishes consent thereto. The Parishes of St. Jérôme and New Glasgow are very eager to have a branch line communicating from St. Scholastique to St. Jérôme. St. Jérôme intends voting £10,000, New Glasgow £5000; and you will be called upon to hold a meeting of the Council for that purpose very soon. If St. Martin were to do as much and assist with a sum of £10,000, I think that I could induce the Company to run the Road through your Village and build you a station, which would not fail to increase the value of property in your Parish to double this amount. If you think you can enter into a similar arrangement, you must come to a decision at once and make but one job of St. Martin, St. Jérôme, and New Glasgow. This plan would treat our friends from Terrebonne, and other persons who are opposed to the undertaking, in the manner they deserve. For my part I would regret to have to leave St. Martin without the pale of the improvements.

Be kind enough to write me a line on the subject and believe me

Yours truly,

A. M. DELISLE.

A. B. Papineau, Esq.,
St. Martin.

P. S.—You are no doubt aware that, when Parishes vote in this manner, the matter ends there and there is no necessity for having the concurrence of the electors. In a like case it would perhaps be well to send round a Petition to be signed throughout the Parishes wishing to be annexed, etc.

(Confidential.)

Montreal, 23d October, 1853.

MY DEAR SIR,—It will be impossible for me to be present at St. Thérèse to-morrow on account of the holding of the Criminal Court. Mr. Papin will go as my representative, accompanied, I hope, by our good friend Mr. Beaudry. I send

you a By-Law for St. Martin already framed. I do the same thing with regard to St. Jérôme, New Glasgow, and the Township of Morin. We must on this occasion uphold the character, if not of the County, at least of the Parishes whose Councillors know how to respect themselves. Let us allow the enemies of progress to wallow in the mire.

It may happen that for the moment your vote may not meet with the general approbation of an ignorant population. Nevertheless the candor and intelligence of that same population, as soon as they feel the advantages to be derived from a Railroad, will bless the days of their benefactors. Those of the Councillors who have not the energy to follow the good example you are about to shew them will cover themselves for ever with shame and confusion and will be abandoned by these same persons whose prejudices and ignorance they wish to flatter. *We must make a stroke à la Napoleon.* The Parishes, or rather the Councillors who will lend us their aid will meet with the unanimous approbation of the Press from one end of the County to the other and will shew those persons who daily insult them, that, at least, the educated class of our countrymen are the friends of progress and do not shrink from assuming responsibility when there is question of a duty towards society.

The same opportunity will not always be present. If you delay until another day, a thousand plans will be laid to thwart you and cause the measure to fail. You must feel this as well as I do and take advantage of so favorable an opportunity as the present.

I have drawn up the By-Law in such a manner as to cover all difficulties with respect to the interest during the time the road is being built,—so that with the amount which is stated in the By-law the interest is only to be paid by the Parishes at the time when the road shall be in operation, and then the road will cover not only the interest, but will yield, I am certain, profit to these same Parishes. If you pass the whole of it, as I venture to hope you will, you can depend upon the road being given out by contract at once.

Please give my best respects to my friend Mr. Monciaux, your colleague, and shew him at the same time this letter, as I have no time to write to him.

Believe me, dear Sir,

Yours truly,

A. M. DELISLE.

A. B. Papineau, Esq.,
St. Martin.

Montreal, 31st May, 1855.

MY DEAR SIR,—Mr. Evans will call upon you to-morrow to sign a marginal note which it has been found necessary to make to the document which you signed jointly with me when we had the pleasure last winter of calling upon you. As the marginal note is merely a formal one and explains itself, I shall refrain from alluding to it. Accept, dear Sir, the friendship of him who has the honor to subscribe himself,

Your most obedient servant,

A. M. DELISLE.

A. B. Papineau, Esq.,
Mayor, &c., &c.,
St. Martin.

OFFICE OF THE MONTREAL AND BYTOWN RAILWAY,

Montreal, 30th December, 1853.

SIR,—I am directed by this Company to state for the information of the Municipality of the County of Terrebonne that it accepts the By-Laws adopted on the 12th inst., for St. Jérôme, St. Martin, and Abercrombie, appropriating £21,000 in

aid of this Company. I am further desired to tender to you personally, and to the Council generally the thanks of the Company for the liberal aid given it. The Company will forthwith order a survey of the Branch to St. Jérôme, and you will please inform the Council that, as the Company were fearful that the Branch in question would exceed ten miles in length (the distance limited by their Charter), notices of an application to Parliament have been given to amend their Charter so as to be enabled to meet its engagements with your Municipality.

I have the honor to remain, Sir,

Your most obedient servant,

SIDNEY BELLINGHAM,

Secretary.

D. B. Papineau, Esq.,
Mayor of County of Terrebonne.

St. Martin, 8th January, 1854.

SIR,—I have the honor to acknowledge the receipt of your letter of the 30th May last, informing the Municipality of the County of Terrebonne that the Montreal and Bytown Railway Company had accepted the vote of St. Jérôme, St. Martin, and the Township of Abercrombie, appropriating £21,000 for the purpose of aiding the Company to carry on the works. You can be certain, Sir, that I shall not fail to submit your letter to the Council for their information.

Be pleased, also, to accept of the expression of my deepest gratitude for the liberal terms you have used towards the Council and myself personally.

I have the honor to be, Sir,

Your most humble and obedient servant,

A. B. PAPINEAU.

Mayor of County of Terrebonne.

Sidney Bellingham, Esq.,
Secretary Montreal and Bytown
Railway Company.

COMMITTEE ROOM,

15th April, 1856.

Questions submitted to Joseph Cyrille Auger, Esq., by the Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company.

1st. Will you please state to the Committee all you know respecting the matter they have been appointed to enquire into, and in particular, state:—what means did the Montreal and Bytown Railway Company employ, to induce the County of Terrebonne to take shares in the stock of the Company?

2nd. How were the By-Laws binding the Parishes of St. Jérôme, St. Martin, Ste. Adèle and the Township of Abercrombie for a total sum of £26,000, passed?

3rd. In what manner were the Debentures issued and exchanged for Provincial Debentures?

4th. Please state all you know concerning the business of the Company and its management. In a word, give a review of all the transactions or negotiations having reference to taking of stock in the places above mentioned.

5th. Were you formally authorized by a Resolution or By-Law of the Council to countersign the Debentures purely and simply, and as bearing interest from date, without regard to the conditions set forth in the By-laws which authorised a subscription of stock of the Company?

6th. Will you state whether any of the acts, resolutions, By-laws and deliberations of the Council posterior to the By-Laws of the 12th December, 1853, and

the 13th March, 1854, and altering those By-Laws, were published according to law?

7th. Have you any knowledge of any Act, by virtue of which the contractors bound themselves to pay the interest upon the Debentures?

By order,

J. P. LEPROHON,
Clerk of Committee.

The undersigned in answer to the questions submitted to him by the Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company, etc., begs leave to state,

Answer to 1st question,

That on the 12th December, 1853, A. M. Delisle, Esq., President of the Montreal and Bytown Railway Company, acting for and in the name of the said Company, came, together with Messrs Dumas and Beaudry, I think, to the Village of Ste. Thérèse de Blainville, in the County of Terrebonne, the place where the Municipal Council of the said County were then holding their quarterly sittings. It was at that time that the question of aid on the part of the Parishes of St. Martin, St. Jérôme, and the Township of Abercrombie came before the Council upon two Petitions from the Parishes of St. Jérôme and St. Martin having been presented, praying their respective Councillors to be pleased to use their endeavors to obtain from the Council, authority to enter into an engagement with the Montreal and Bytown Railway Company to obtain a branch railroad as far as the village of St. Jérôme, and to cause the main line to run through or near the village of St. Martin, and to build a depôt there.

After a very warm debate in the Council, a motion was made, that A. M. Delisle, Esq., President of the said Company, be heard before the Council, and requested to be pleased to explain the object of the Company in demanding aid from the different Parishes in the above mentioned Municipality, and the manner in which the Company intended to put into execution the proposed plan. Upon this, Mr. Delisle gave an explanation of which the following is a *resumé*: "That the enterprise in view was quite a national undertaking and that the overseeing of the works would be exclusively in the hands of the Montreal and Bytown Railway Company. That Messrs. Sykes & Co., the Contractors for the works on the said road, were immensely wealthy, and that the proof of this appeared to him to be evident, by the certificates and letters of recommendation which those gentlemen had produced and that, in addition to this, they had already shewn in England and elsewhere the active and skilful manner in which they conducted their undertakings. That the City of Montreal itself was so fully persuaded of the happy results that would attend this enterprise, that it came forward generously and voted the sum of £125,000, and that nothing further ought to be required to induce the Municipalities interested in the carrying out of the works of the Montreal and Bytown Railway Company, to vote such sums of money as they, in their wisdom, should think fit to favor such an undertaking. That further, the Municipalities who would consent to subscribe to the capital fund of the said Company, would be represented in the Board of Directors of the said Company by their Mayor, who would be an *ex-officio* Director and who, consequently, would have an opportunity of defending the interests of their respective Municipalities, if they were compromised. That, further, the Company had made such arrangements with the Contractors as to oblige the latter to receive at par and in lieu of payment, debentures which the different Municipalities might issue at par, they paying for and in acquittal of the said Municipality the interest upon

the said debentures until the road from Montreal to Bytown, as well as the branch roads, should be completed and in operation throughout their whole extent and notice thereof should be given in the Official Gazette. Further, that in case there should be any breach of contract on the part of Contractors, the Company had obtained sure guarantees, as appeared by the contract signed and produced before the Council, and that by that means there was no doubt but that sooner or later the road would be finished, but that supposing the worst to happen, the Municipality of the County of Terrebonne or any of the Parishes therein, by subscribing to the capital stock of the Company, would not in any case be placed in a worse position than almost all the Municipalities of Upper Canada, who were not afraid to issue debentures in order to carry out those enterprises which are the source of their present prosperity, and that it was more than probable that they would never be able to fulfil their engagements and that they could never be forced to do so. In fine, Mr. Delisle concluded by earnestly requesting the Parish of St. Jérôme and others, to subscribe, the more so, as they had an example shewn them by the Honble. A. N. Morin who was kind enough to draw up himself the By-law for that purpose.

Answer to 2nd question.

That in the end, the Council after having deliberated, passed on the same day the By-laws engaging the following Parishes to take stock in the Montreal and Bytown Railway to the following amount, to wit :

St. Jérôme.....	£10,000
St. Martin.....	10,000
Ste. Adèle or Abererombic.....	1,000

Making altogether..... £21,000

That on the 13th March, 1854, at one of the quarterly meetings of the Council upon the motion of the Councillors of the Parish of St. Sophie or Lacorne, the Council unanimously adopted By-laws similar to those of the Parishes above mentioned for Stock to the amount of 5,000

Making in consequence a total of.... £26,000

for which the Council had agreed to the issue of debentures subject to the conditions provided in the By-laws herein above mentioned.

That on the 27th March, 1854, at a second special meeting legally called of the Council of which due notice had been given, and at which the majority of the members composing the said Council were present, the Council authorised the Mayor to sign immediately or as soon as possible, debentures for the total amount of £26,000. Mr. Delisle being then present together with Wm. Sykes, one of the partners in the firm of Sykes, De Bergue & Co., who was then acting for and in the name of the said firm gave the Mayor of the Municipality a document dated Ste. Thérèse, the 27th March, 1854, certified by him (Mr. Delisle) to be a true and authentic copy of the original deposited in the archives of the said Montreal and Bytown Railway Company, by which it appears that the said W. Sykes *ès qualité* contracted to make and finish the branch road from St. Jérôme to the village of that name, at the same time as the line from Belle Rivière to Montreal over a distance of ten miles, as shewn on the map of the said Montreal and Bytown Railway Company, upon the same conditions as he was previously bound by the contract between the latter and the last mentioned Company, provided always that the Company should obtain an amendment for that purpose from the Provincial Legislature. That this document is the one now produced by Mr. Delisle before the Committee.

Answer to 3rd question.

It was then that Mr. Papineau, Mayor of the County of Terrebonne, directed me in my capacity of Secretary-Treasurer of the Municipality of the County of Terrebonne, to repair to the office of the Montreal and Bytown Railway Company and then and there to meet him and countersign the aforesaid debentures. I went there twice for the purpose and it was only, on the 1st April, 1854, that I saw Mr. Papineau who had come and had already signed all the debentures, with the exception I think, of those of Abercrombie, which Mr. Delisle was getting ready. Having taken up one of the debentures and looked over its contents, I remarked that they bore interest from the day of their date (1st April, 1854,) and that the said interest was to be paid quarterly by the Municipality. It was then that I called the attention of Mr. Papineau to the fact and remarked that he had signed these debentures without having observed that they were in direct contradiction to the By-laws of the Municipality in date of the 12th December, 1853, and the 13th March, 1854, which provide that the said debentures should not bear interest except from the day on which the Montreal and Bytown Railway line and its branch as far as St. Jérôme should be finished and completed throughout its whole extent, and notice thereof given in the "Canada Gazette." To this Mr. Papineau replied: That he was well aware of the fact and was no way ignorant of the course he was pursuing in signing the debentures, but that he had before him a guarantee on the part of the Montreal and Bytown Railway Company by which the Company promised to pay the interest to the satisfaction of the above mentioned By-law, and upon my hesitating to countersign the said debentures, he ordered me to do so immediately and that he would take the whole responsibility upon himself, and that I had nothing to fear on my part. It was for this reason that, at his request, I countersigned the debentures and coupons, protesting, however, at the same time that such was not the intention of the Council.

With regard to the exchange of the debentures of the Municipality of the County of Terrebonne for Provincial debentures, I have no knowledge whatever, except that at the time the exchange took place, I received a letter from the Company, requesting me to repair a second time to Montreal and bring with me copies of all the By-laws and Regulations relating to the Montreal and Bytown Railway Company together with a statement of the liabilities of the Municipality, and also a copy of the Valuation Rolls of the Parishes concerned, which I did on the 23rd March, 1855, after having made several trips to Montreal for that purpose.

Answer to 4th question.

I declare that I know nothing concerning the affairs of the Montreal and Bytown Railway Company, or their management.

In answer to the latter part of this question, I beg leave to state, that on the 12th June, 1854, at a quarterly meeting of the Council, held in the Village of Ste. Thérèse, the Mayor laid before the Council all the documents which he had received from Mr. Delisle, in his quality of President of the Montreal and Bytown Railway Company, which were deposited in the archives of the Municipality of the County of Terrebonne, after having been numbered, endorsed, and signed by me, to-wit:

No. 1. Meeting of the Directors of the Montreal and Bytown Railway Company, dated the 17th December, 1853, at which the By-laws of the Parishes of St. Jérôme, St. Martin, Ste. Adèle, and the township of Abercrombie were adopted.

No. 2. Meeting of the same Directors, dated the 30th March, 1854, at which, in addition to having already accepted the By-laws of the Parishes of St. Jérôme, St. Martin, and Ste. Adèle, voting the sum of £21,000, the said Company

further accepts the By-law of the Parish of Ste. Sophie, voting the sum of £5,000

Further, that it is resolved, that the Company enters into the same agreement towards the Municipality of the County of Terrebonne, as Messrs. Sykes De Bergue & Co. already made with the Montreal and Bytown Railway Company, concerning the branch road to St. Jérôme.

No. 3. Letter from A. M. Delisle, Esquire, President of the Montreal and Bytown Railway Company, dated 1st April, 1854, to A. B. Papineau, Esquire, Mayor of the County of Terrebonne, enclosing also, the documents above numbered, (1 and 2.)

No. 4. Receipt from A. M. Delisle, Esquire, *ès-qualité*, dated 1st April, 1854, to A. B. Papineau, Esquire, *ès-qualité*, for 100 debentures of £100 each, with *coupons* at the foot of each, being the subscription of St. Martin.

No. 5. Receipt from the same persons, of the same date, for 100 debentures, of £100 each, being the subscription of the Parish of St. Jérôme.

No. 6. Receipt from the same, to the same, for 10 debentures, of £100 each, being the subscription of the Township of Abercrombie.

No. 7. Receipt from the same, to the same, of 50 debentures, of £100 each, being the subscription of the Parish of Ste. Sophie.

Upon complaint made to the Council by the Mayor, that he had not yet been notified by the Montreal and Bytown Railway Company to assist at the deliberations of the Board of Directors of the said Company, I received an order from the Council to write to the President, Mr. Delisle, who, in reply said, that the Company had not yet been placed in a position to notify him, that it was the business of the Municipality to authorise the Mayor to take part in the deliberations of the said Board of Directors, and to give notice thereof to the said Company before the Board could invite him to assist. It was for this reason that at an extraordinary meeting of the Council, lawfully convened, it was *Resolved*, "That the Mayor of the County of Terrebonne be authorised to represent the "Municipality of the County of Terrebonne, at the Board of Directors of the "Montreal and Bytown Railway Company."

At last, on the 12th March, 1855, at a quarterly meeting of the Council, it was *Resolved*, "That the Mayor be authorised to join the holders of debentures of "the Municipality of the County of Terrebonne, to have them exchanged for "Provincial Debentures or money."

Answer to 5th question.

No.

Answer to 6th question.

I believe not.

Answer to 7th question.

I was not aware of the existence of any contract other than that produced and explained by the Councillors in my presence.

J. C. AUGER.

COMMITTEE ROOM,
15th April, 1856.

Questions submitted to Alexander M. Delisle, Esquire, of the City of Montreal, by the Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company.

1st. Are you the President of the Montreal and Bytown Railway Company and how long have you acted as such?

2nd. Who are the actual Directors of the Company; what persons have been Directors since the Company has been in existence, and who is the Solicitor of the Company.

3rd. Will you state what are at present, and what have been the salaries of the Directors, the President, Vice-President, Secretary, Solicitor, and other Officers of the Company?

4th. What was the capital of the Company authorised by its Charter?

5th. How many shares were taken in good faith, and by persons known to be solvent, in the capital stock of the said Company, and how many were taken by the Municipalitiés? In short, what was the amount of stock taken in good faith in the Company?

6th. Will you state whether the surveys, maps, plans, and books of reference required by law, of the proposed road, took place, and were made, and on what day they were terminated; also, whether copies of them were deposited, and when, in the Office of the Clerk of the Peace of the Districts and Counties through which the road passes, as also in the Office of the Provincial Secretary?

7th. Will you state whether the works on the road were given out by contract? when? to whom? and what was the price agreed upon?

8th. Will you state at what distance from the Village of St. Jérôme the road is traced?

9th. What is the length of branch roads allowed by the charter of the Company?

10th. Will you state if the works on the said road were commenced, and on what day, if they were, upon what part of the road, if they are extensive, and in what do they consist?

11th. Did not the Company agree with the Municipality of Terrebonne, to make a branch road to, and erect a depôt in the Village of St. Jérôme, and did you not know, in making the said contract, that the Company was undertaking a contract that never could be performed, and which was not sanctioned by the charter of the Company, which specified that no branch should be made over that extent of road?

12th. What was the amount of shares taken by persons recognised to be solvent, when you gave out the construction of the railroad by contract?

13th. How many instalments upon the shares were there called for? How many were paid, and what proceedings were adopted with regard to the defaulting shareholders?

14th. Did the Directors of the Company make an annual statement of the affairs of the Company?

15th. Did the Directors always give regular notice of their meetings in the *Canada Gazette*?

16th. Will you state whether the Company received Municipal Bonds from the County of Terrebonne; to what amount; whether the Company disposed of the said Bonds, in what manner, and in whose favor?

17th. Did not the Company agree to pay the interest upon the said Municipal Bonds, until the road and its branches should be in operation? Did they fulfil their contract, if not, why not?

18th. In what condition were the affairs of the Company when you exchanged the Municipal for Provincial Debentures?

19th. Did you not know at the time, that the Company was insolvent, or on the verge of being so?

20th. Were you not under the impression, and even convinced, that the Company was insolvent when you negotiated these debentures?

21st. Were not the goods of the Company sold by Sheriff's Sale? What was the sum produced from the sale?

22nd. In short, will you set forth to the Committee a statement of the affairs of the said Company, shewing its receipts, expenditure and remaining stock; all the acts and actions performed since its existence?

22rd. At what time were the Municipal Debentures exchanged for Provincial Debentures?

24th. What became of the Provincial Debentures received in exchange?

25th. Were not some of the officers of the Municipality of Terrebonne paid by the Company; what amount did they receive from the Company, directly or indirectly; if such be the case, please give the names of the said officers?

26th. On what day were the Municipal Debentures deposited in the office of the Receiver General, and on what day did you receive in exchange for them Provincial Debentures that were only temporarily issued; on what day was the exchange of these temporary Debentures for the Provincial Debentures which you negotiated, effected?

By order,

J. P. LEPROHON,
Clerk of Committee.

Answer to 1st question.

I am and have been since a charter was obtained, in 1853.

2nd. The provisional directors were, William Workman, Benjamin Holmes, Jean Louis Beaudry, John Leeming, Benjamin H. Lemoine, Charles Hersey, Theodore Hart, Nicholas Sparkes, Joseph Aumond, Sydney Bellingham, Esquires, and myself.

The Company was organized in November 1853, and the following gentlemen were elected directors, viz.: William Workman, William C. Evans, Henry Judah, Haviland L. Routh, Jean Louis Beaudry, Norbert Dumas, Benjamin H. Lemoine, and myself.

In 1854 the directors elected were, William Workman, Jean Louis Beaudry, Benjamin H. Lemoine, William C. Evans, Norbert Dumas, Henry Judah, H. L. Routh, and myself.

In 1855 the directors elected were, William Workman, William C. Evans, Benjamin H. Lemoine, Henry Judah, Norbert Dumas, J. Egan, J. C. Lacroix, and myself.

In 1856 the directors elected were, William Workman, William C. Evans, Benjamin H. Lemoine, Norbert Dumas, W. Badgley, Alexander Morris, and myself.

The Mayors of Municipalities who had subscribed over £5000, were also directors. The solicitors of the Company were Messrs. Badgley and Abbott, and the former gentleman continued as such until his appointment to the Judicial Bench last year—since that time Mr. Abbott has acted as such alone.

3rd. The Chairman was voted one thousand pounds per annum, the Secretary and Treasurer six hundred, the Engineer seven hundred and fifty, and the messenger one hundred pounds per annum. All these salaries were discontinued in 1855. After the resignation of Mr. Bellingham as Secretary and Treasurer, his place was filled by a young gentleman, at a salary, I believe, of £100 a year.

The officers were paid but a small portion of their salaries the first year, and as regards myself, irrespective of the salary voted me, which I did not receive, I am considerably out of pocket for advances made for the Company.

4th. Six hundred thousand pounds with power to issue bonds if required.

5th. In the absence of our Secretary who is summoned to attend and produce the books of the Company, I cannot speak with certainty upon this subject, but when he appears, he will be able to answer this question with more precision.

I am not aware that any subscribers to the Stock of the Company at the time of their subscription were not solvent.

The amount voted by Municipalities in aid of the undertaking were :—

The City of Montreal.....	£125,000
The County of Two Mountains.....	62,000
The County of Terrebonne.....	26,000
Ottawa No. 2.....	33,200
	£246,200

The above Municipalities accordingly entered their subscription on the Stock book of the Company.

I would add that the Municipality of Ottawa No. 1, passed a By-law granting aid to the Company to the extent of £25,000, which was sanctioned by the vote of the people, but the Council, although held by law to do so, never finally confirmed the By-law after its approval by the Municipal Electors, and, consequently did not subscribe for any stock, although pledged to do so.

Whilst on this subject, I would observe that the Company made and executed a contract with Messrs. Sykes, DeBergue and Co., an English firm, reputed to be very wealthy contractors, by which those gentlemen engaged to construct the whole of the road from Montreal to Bytown, including two branches, one to St. Jérôme and the other to Lachute, for the sum of £770,000, sterling, payable as follows, viz. :

In stock of the Company.....	£260,000
In bonds of the Company.....	350,000
In Municipal Bonds.....	150,000
	Sterling..... £770,000

Thus it will be seen that, under the contract entered into, it was only necessary that £150,000 sterling of stock should be subscribed to ensure the success of the undertaking, and that the stock subscriptions of the Company exceeded that amount. I beg to hand in a copy of the contract which will better explain the whole matter.—(Marked F.)

The contractors also undertook to cash debentures of the Company to the extent of £45,000 currency, for the purchase of land for roadway, stations, and for all other expenses of the Company, including those of the Directory, and this in consideration of receiving two instalments on account of their contract, as will appear by their letter of the 16th May, 1854, copy of which is herewith filed.—(Marked G.)

6th. Yes, they were all made, completed, and subsequently filed in the office of the Provincial Secretary, and that of the Clerk of the Peace as required by law early in the spring of 1854.

7th. The contract I have just handed in will afford all the information desired by this question.

At the time the contract was made the County of Terrebonne had not yet voted any aid to the road, although £100,000 had been offered by the Municipal Council to promote the undertaking, and no branch could have been built without aid from the County. In contracting, therefore, the Company could only stipulate with the Contractors to construct this branch to St. Jérôme in the event of the Company demanding it, and this, of course, was contingent in aid from the County.

A survey of the branch to St. Jérôme was subsequently executed for the contractors by Mr. Archibald McDonald, Civil Engineer, who can furnish the information required as to distance. I believe he still holds all the plans and surveys, but they were never handed in to the Company by the contractors.

9th. Ten miles.

10th. The contractors after agreeing upon the conditions of the contract with

the Company in the fall of 1853, and before the contract was signed were eager to commence operations as the fall was setting in, and they were permitted to do so.

They commenced operations between Carillon and Grenville, and received every encouragement from the people, who permitted them to work in their lands. The contract was signed on the 7th November, 1853, and resulted the following season in the completion of thirteen miles of Railway, equipped with the necessary rolling stock.

A large number of ties were laid along the line of the road, and a considerable amount of rock excavation at Ste. Rose, and earth cutting and grading at Montreal, was performed. All this had been preceded by a survey of the entire route from Montreal to Bytown—such survey being executed on both sides of the Ottawa to determine the most advantageous and profitable route. The whole of the work above mentioned was estimated at over £100,000 (one hundred thousand pounds.)

The contractors were brought to a stand by a variety of circumstances. By the contract, in case a war in Europe occurred (and one was threatening when the contract was made) which would necessarily affect the money market, the contractors were to be allowed an extra year to complete their works. The war did occur, and, as every one knows, so influenced the money market as to affect and paralyse contractors reputed to be of the most wealthy and opulent class in England. Messrs. Sykes, De Bergue & Co., assigned this as a reason for suspending their operations under their contract. One of the contractors, Mr. James Sykes, and the head of the firm, was lost in 1854 on his way to Canada, in the ill fated steamer Arctic. His brother, Mr. William Sykes, another partner, has been since the summer of 1854 unable to do anything in consequence of serious illness. Added to all this, the Grand Trunk Company, or rather, their leading officers, assumed in the same year the Charter of the Vaudreuil Railway Company, and immediately promulgated their intention of constructing a rival railroad on the south side of the Ottawa. This proceeding immediately caused distrust in the Montreal and Bytown Railroad. In the absence of any charter, the surveys of the line to Bytown were commenced and executed by this rival Company. The Municipalities who had subscribed for stock in the Montreal and Bytown Railroad Company became alarmed, and petitioned the Legislature against this projected line. Notwithstanding all these events, Mr. De Bergue sent out agents to Canada who held out the strongest hopes that this interruption would only be temporary and that the works would be resumed.

11th. The Company did pledge itself to this, but could not, in the absence of any plans and surveys, know whether St. Jérôme was more than ten miles from the main line. The Councillors themselves from St. Jérôme were not very clear upon that point; but before making any engagement with the Municipality, the contractor was bound to complete the road to that point, as will appear by the document herewith filed, (*marked H.*)—being a letter in the handwriting of Mr. William Sykes, addressed, on behalf of the firm of Sykes, De Bergue & Co., to me as President of the Company, dated at Ste. Thérèse, March 27th, 1854—and a copy of which was at the same time left with the Municipal Council, then in session. I did not know that it was impossible to effect what the Company agreed to do.

12th. I think this question is answered by my answer to the fifth question.

13th. Three instalments were called, but only one was partially paid in. The books of the Company will shew what was paid in. No steps were adopted against defaulting shareholders.

14th. The Directors of the Company made an annual report to the stockholders, and submitted their books, but nothing more.

15th. They gave the notices required by law.

16th. The Company received debentures from the County of Terrebonne, in full payment of its stock subscription to the amount of £26,000, and handed them to the contractors on the 1st of May, 1854, as appears by the contractors' receipt, herewith filed, marked H H, and pledged themselves to use their best endeavours to get them converted into Government Debentures, in case the Consolidated Municipal Loan Fund Act of Upper Canada should be extended to Lower Canada.

17th. Yes, and the Company had bound the contractors by the contract to pay that interest, which they did for some time, and this was fully explained by me to the Municipality before they issued their debentures to the Company. The contractors continued to pay the interest until the debentures had been converted, and having subsequently failed to do so, the Company could not do it.

18th. Everything had been suspended, as I have stated before; but the contractors still held out to us the prospect of resuming their works. The Government Debentures were obtained in fulfilment of the pledge made to the contractors on the delivery to them of the Municipal Debentures.

19th. I did not. From the representations made to me by Mr. De Bergue, one of the contractors, I was led to believe that the works would be resumed.

20th. This is answered by my last answer.

21st. It was not; and no sale of the property ever took place.

22nd. The books of the Company, when produced, will afford all this information.

23rd. I am unable to speak positively as to the dates; but I am under the impression that it was in the course of the month of May. Mr. Evans, one of the Directors, who was authorized, about the middle of May, to receive the debentures at the office of the Receiver General's Department, will be better able to give this information.

24th. They were handed back to the contractors, and I produce their receipt for the same, marked I. I would observe that, in all the proceedings connected with the matter, the Company acted under the instructions and advice of their Solicitors, Messrs. Badgley & Abbott, by whom all legal documents were prepared.

25th. Mr. Auger, the Secretary of the Municipality, furnished the Company with copies of various documents, and came to Montreal with the Mayor of the County to sign the debentures, which detained him some time. For this he received some trifling remuneration, possibly four or five pounds.

26th. My answer to the twenty-third question answers this one.

18th April, 1856.

(Continuation of Mr. A. M. Delisle's evidence before the Committee.)

27. When were the works on the road suspended?

To the best of my knowledge in the Autumn of 1854.

28. Were the contractors still carrying on their works when the Municipal Debentures of Terrebonne were exchanged for Provincial Debentures, and when these debentures were handed to the contractors?

They were not doing any work on the road.

29. Are the contractors considered by the Company as having completely failed in their contract, and is there any prospect that they will be able to resume the works?

Although the contractors give us to understand that they intend to resume their works, I consider that they have failed in their contract and have lost all hope of the resuming it.

30. Have the Company any means to carry on the works, and if such be the case, please explain what are they?

I do not see any, unless the City of Montreal pays the amount of stock they subscribed, and the Corporation have pledged themselves to the Company to do so if we can find contractors who will resume the works.

31. What were the resources of the Company on the 1st April, 1855, and upon what could they depend to complete their works?

They could count upon their subscriptions generally. Everything, however, was suspended and no person would pay. They relied also upon the promise the contractors had made that they would continue their works.

32. How many instalments were the shareholders called upon to pay?

Three instalments were called for.

33. Were there any suits brought against the Company previous to the 1st April, 1855, or since that period, and if so, state how many?

Previous to the 1st April, 1855, there was brought one suit for a mere trifle, which was paid immediately. Since that period there are three suits pending, two of which are for the payment of lands purchased by the Company, and the third, one brought by an Engineer of the Company for the recovery of his salary.

34. Was any transfer of rolling stock or of any portion of the property of the Company made over to you or to any other party in the spring or winter of 1855, and state when?

In the month of May, 1855, the land owners between Carillon and Grenville, who had not been paid for their lands, would not permit the road to be run without being paid, and certain gentlemen in that locality, interested in the running of the road, called upon the Company offering to satisfy the parties for their lands if the Company would place the proceeds of the road at their disposal, and afford them a guarantee against loss. Messrs. Montmarquet, Cushing and Jones, agreed to become security to the land owners to ensure the running of the road on the following conditions, viz :

1st. A mortgage was to be given to the land owners to the amount of their claims on the land taken by the Company. 2nd. Bonds of the Company to the amount of such claims were to be deposited with those gentlemen, to be returned to the Company so soon as the claims had been discharged. 3rd. The earnings of the road, after deduction of running expenses, were to be paid over to Messrs. Montmarquet, Cushing and Jones, to satisfy the sums due for land damages and fencing, to the extent, I believe, of about £4000. It was agreed also that a sum of about £1040, advanced by myself and certain other Directors, should first be paid. It was then feared that as the rolling stock might be seized in the hands of the contractors and of the Company, means should be adopted to secure those three gentlemen against loss and ensure the running of the road.

For this purpose it was agreed that the contractors should make over the rolling stock to the Company, and the Company, afterwards to me, by a transfer and sale, in trust for the Company and redeemable in three years, for the amount then due me, to which was to be added the said sum of £1040 due to the said Directors, making in all, so far as my memory serves me, over £3000. A Resolution was accordingly passed authorizing our Vice-President, William Workman, Esq., to execute to me the necessary deed of transfer and sale, and instructions were given to have the required instrument prepared.

Mr. Montmarquet returned home with instructions to receive, in my name, a delivery of the said rolling stock, which was done.

In the meantime the execution of the deed of transfer, for some cause or other, was delayed a few days, although the transaction was looked upon as complete.

Shortly afterwards Messrs. Montmarquet, Cushing and Jones declined to carry out the proposed arrangement, and as the reasons which had suggested it

no longer existed, Mr. Workman and myself determined to do nothing further in the matter, and the said deed of transfer and sale was never executed. The said rolling stock was not, either, made over to any party.

35. What was the object of such transfer, and why is the road not running?

The object of the transfer is explained in my preceding answer. The road is not run because the owners of land will not allow it to be done, and I fear much that some undue influence is presently exercised to keep matters in that state, in order that the road may be brought to a sale and purchased by interested speculators.

35½. Have you in your possession or under your control, any debentures, either Provincial or Municipal, and if so, to what amount?

The contractors' agent, Mr. Chamberlain, some time in the month of September last, I believe, placed to my order in the Bank of Montreal, at Montreal, Provincial Debentures to the extent of £1700, but which could only be obtained six months afterwards, when certain moneys borrowed by the contractors, upon a large amount of those debentures, had been paid.

The money, after deduction of charges, was to be applied to the discharge of liabilities of Messrs. Sykes, DeBergue & Co., to Mr. Augustus Heward, Mr. Allbright, Mr. McDonald, (Civil Engineer,) Mr. Hopper, and in payment of Mr. Cockburn, the Company's Engineer, Mr. Boucher, and Mr. Rousseau, of their claims against the Company, so far as the same would extend.

The money was to be employed as follows:

To Mr. Augustus Heward.....	£200
Mr. Cockburn.....	500
And between all the others.....	500
The balance of £500 was to be employed in fencing along the line of the road between Carillon and Grenville, and returned if not used.....	500
	<u>£1700</u>

Do you know whether any lands were purchased for the road between Grenville and Carillon and whether they were paid for?

No land was purchased or paid for with the exception perhaps of one or two lots. The proprietors of lands allowed the Contractors to open the road before there was any question about the cost of the road.

Do you know whether the Contractors were sued and whether the materials of the road were seized and sold to satisfy judgments brought against them and if such be the case, please state when the said materials were sold?

I am not aware of the fact.

To how much did the preliminary disbursements incurred by the Company amount, that is to say, the expenses incurred exclusive of the contract made by the Contractors for the construction of the road?

The books will shew; it is impossible for me to speak from memory.

Were there any expenses incurred to obtain the vote of the electors in favor of the By-law of the Corporation of Montreal to subscribe to the capital of the Company the £125,000 you have spoken of?

Yes.

In what did they consist and to how much did they amount?

I cannot state the precise amount, but there were expenses incurred to pay the carters for driving the voters, and other expenses. This appears in the books of the Company.

Were similar expenses incurred in the other Counties which subscribed to the capital of the Company?

Yes, expenses of a similar nature were incurred in all the other Counties.

When there was question of coming to an agreement with Messrs. Cushing and Montmarquet to open the road between Carillon and Grenville, was it not then proposed and was it not at that time the wish of the Company to annul the contract with the Contractors?

I do not recollect any thing about it. I, however, do not believe it either.

Was there ever at any time question amongst the Board of Directors of annulling the contract made with the Contractors?

There may have been some conversation about it between the Directors, but there was no proposal to that effect made in the office.

Did the Company give the Mayor of Terrebonne a document guaranteeing to pay the interest on the Debentures, in order to induce him to sign the said Debentures with interest from their date?

No.

Was the deed between the Company and the Contractors shewn to the Municipal Council of Terrebonne before the Municipal Debentures were signed in favor of the Company?

Yes.

When the question of taking the Terrebonne Debentures was raised, did you make any objection to the Mayor concerning Debentures which would only bear interest on the conditions mentioned in the By-law, and what were the arguments which you urged to induce him to sign Debentures bearing interest from their date?

Yes. I represented to the Mayor that Debentures which would not bear interest would be almost useless to the Company, and that, as the Contractors had engaged to pay all the interest, I thought there would be no risk in making them bear interest.

Did the Company, at a meeting of the Board of Directors, accept of the conditions exacted in the By-law of the Municipality of the County of Terrebonne for the issuing of their Debentures?

Yes.

A. M. DELISLE.

DOCUMENT G.

SIR,—We have the honor to acknowledge the receipt of your letter of the 19th instant, enclosing a certified extract of proceedings had at a meeting of the Directors of the Montreal and Bytown Railway Company, on the 18th instant, by which the Company agree to pay us two instalments on our contract, and to place in our hands debentures of the Company to the amount of forty-five thousand pounds currency, (£45,000), on the condition that we furnish the Company the necessary funds as they may be required, for the purchase of lands for road way, stations, and all other expenses of the Company, including those of the directory. In answer we beg to state that we hereby bind and oblige ourselves to furnish the Company, as they may require them, the necessary funds for the purposes above mentioned, to the extent of the amount placed in our hands for that purpose.

Your obedient servants,
(Signed,) SYKES, DE BERGUE & CO.

A. M. Delisle, Esq.,

President Montreal and Bytown Railway Company.

Montreal, 15th May, 1854.

DOCUMENT H.

ST. THERESE, 27th March, 1854.

Sir,—I do hereby agree to construct the St. Jérôme Branch of the Montreal and Bytown Railway, should the same exceed ten miles in length, providing you furnish me with the right of way, and pay me proportionately for the excess beyond the ten miles included in the written contract between us.

Further I hereby undertake that this branch shall be completed and opened simultaneously with that portion of the main line lying between Belle Rivière and Montreal.

I have the honor to be, Sir,
 Yours obediently,
 For SYKES, DE BERGUE & CO.
 (Signed,) WILLIAM SYKES.

A. M. Delisle, Esq.,
 President of the
 Montreal and Bytown Railway Company.

DOCUMENT H. H.

MONTREAL, 1st May, 1854.

Received from the Montreal and Bytown Railway Company, three hundred and thirty-two debentures, of the Municipality County of Ottawa, of eighty-two pounds, four shillings, sterling each; also two hundred and sixty debentures of the Municipality County of Terrebonne, of eighty-two pounds, four shillings, sterling each.

For SYKES, DE BERGUE & CO.
 (Signed,) GEORGE HAGUE,

332. County of Ottawa, a.....	£82 4 0	£27290 8 0	Stg.
260. County of Terrebonne, a.....	82 4 0	21372 0 0	"
		<u>£48662 8 0</u>	"

DOCUMENT I.

Received from A. M. Delisle, Esq., President of the Montreal and Bytown Railway Company, the following debentures at 20 years from 1st April, 1855, issued under authority of 18 Vict., c. 13,—the Lower Canada Municipal Loan Fund Act.

Say in exchange for debentures of the Municipality of the County of Terrebonne.

Nos. 1 a 51....51 debentures,
 " 312 a 351....40 "

91 a.....£250 Cy. each, £22,750.

County of Ottawa No. 2,
 Nos. 52 a 151....100 debentures,
 " 352 a 374.... 23 "

123 a.....£250 Cy. each £30,750

No. 375 a 376....2 a 100.....200

£53,700

For the following debentures issued by the Municipalities as above under the authority of certain By-laws, approved by the Honorable Executive Council.

Say County of Terrebonne.....	£22,000
" County of Ottawa, No. 2.....	30,800

£53,700

Which last mentioned bonds were deposited by us with you for the purpose of conversion under the said Act.

(Signed.)

For SYKES, DE BERGUE & CO.
GEORGE HAGUE.

Montreal, 23rd June, 1855.

Having taken communication of the foregoing receipt, I hereby ratify and confirm the act of George Hague in signing it for the firm of Sykes, De Bergue & Co., in liquidation.

(Signed.)

C. DE BERGUE,
by J. M. C. AMBERLAIN.

25th June, 1855.

On this day, the seventh of December, in the year of our Lord one thousand eight hundred and fifty-three, before us, the undersigned Public Notaries, duly commissioned and sworn, in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing in the City of Montreal, in the said Province,

Appeared Joseph Butler, of Shanningley, in the County of York, in the Kingdom of England, Gentleman, by his Attorney, William Sykes, of Montreal aforesaid, Esquire, Railway Contractor, as such duly constituted and appointed under and by virtue of a certain Power or Letter of Attorney, bearing date and executed before Elijah Strickland, subscribing witness thereto, the fourteenth day of November, one thousand eight hundred and fifty-three, and deposited by the said William Sykes in the office or notariat of Isaac Jones Gibb, one of the undersigned Notaries, by *Acte de dépôt* thereof, bearing date the second day of December instant month, who declared to us said Notaries as follows:

Whereas, prior to the execution of a certain contract and agreement, made and entered into by and between James Sykes of Sheffield, in the County of York, in England, and Charles De Bergue of Manchester, in England aforesaid, and the said William Sykes, carrying on trade as Railway Contractors in Canada, under the firm of "James Sykes & Company," of the first part, and the Montreal and Bytown Railway Company, a body politic and corporate, of the second part, for the construction by the said James Sykes & Company of the Montreal and Bytown Railway, bearing date and executed before the said I. J. Gibb and his colleague, Notaries Public, the seventh day of November of the present year, one thousand eight hundred and fifty-three, it was agreed and understood by the said contracting parties, that he, the said Joseph Butler, should, together with William Anthony Matthews, in the said contract mentioned, be and become sureties (*cautions*) of the said Railway Contractors for the due fulfilment of the said contract and agreement,—

And whereas the Power of Attorney hereinbefore mentioned not having arrived in time to admit of the said Joseph Butler becoming a party to the said contract as was originally intended,—

And whereas it is right and desirable to effectuate and carry out the said agreement in regard to the suretyship of the said Joseph Butler,—

Now therefore these presents and we the said Notaries witness that the said Joseph Butler, represented and acting as aforesaid by his Attorney, did and hereby does declare to have had and taken communication of the aforesaid contract and agreement for the construction of the said Montreal and Bytown Rail-

way; and being fully satisfied with all and every the acts, deeds, undertakings and engagements therein entered into and made by and on the part of the said contractors, and the promises and obligations made and entered into on the part of the said Montreal and Bytown Railway Company, and generally with all and singular the covenants, stipulations, provisos and agreements as set forth, mentioned and expressed in the said contract and agreement, doth by these presents, as far as he may, approve of, ratify and confirm the same and every part thereof, as well as the specification thereunto attached; and in pursuance of the above recited understanding and agreement, he the said Joseph Butler doth by these presents declare to have become bound, as by these presents he doth bind and oblige himself unto and towards the said Montreal and Bytown Railway Company as surety (*caution*;) with the said William Anthony Matthews, jointly and severally, of and for the said Railway Contractors, renouncing the right and benefit of division and discussion, *fidei-jussio* and all other rights accorded to sureties, the said Montréal and Bytown Railway Company hereof accepting, by Alexander Maurice Delisle, Esquire, in his capacity of President thereof, for the due, faithful and punctual performance by the said contractors of the whole of the works by them undertaken in and by the said contract and agreement, at the times and in the manner therein mentioned and set forth, and the due fulfilment and execution of all and every the covenants and conditions, clauses, stipulations, provisos and agreements by the said contractors entered into, assumed and undertaken in and by the said contract and agreement, without any exception or reserve whatsoever on the part of the said Joseph Butler.

Done and passed at the said City of Montreal, in the office of Isaac Jones Gibb, one of said Notaries, under the number fifteen thousand one hundred and sixty-four, and signed by the said parties hereto, with and in the presence of us said Notaries, also hereunto subscribing, these presents having been first duly read and the Corporate Seal of the said Company affixed by the said Alexander Maurice Delisle, in his said capacity of President thereof.

(Signed,)

JOSEPH BUTLER,
WILLIAM SYKES, Attorney,
A. M. DELISLE,
Pres't M. & B. Railway Co.,
I. J. GIBB.

(Signed,) JOHN C. GRIFFIN, N. P.

A true copy of the original hereof remaining of record in my office.

I. J. GIBB, N. P.

On this day, the seventh of November, in the year of our Lord one thousand eight hundred and fifty-three, before us, the undersigned Public Notaries, duly commissioned and sworn, in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing in the City of Montreal, in the said Province,

Came and appeared William Sykes, at present residing in the said City of Montreal, herein acting as well for himself as for and on behalf and as the Attorney of his copartners, James Sykes, of Sheffield, in the County of York, in England, and Charles De Bergue, of the City of Manchester, in the County of Lancaster, in England aforesaid, carrying on trade as Railway Contractors in Canada, under the firm of "James Sykes & Company," hereinafter called the contractors, as such Attorney duly constituted and appointed, to wit, by the said James Sykes, under power of attorney, bearing date and executed before two witnesses, the thirteenth day of September, one thousand eight hundred and fifty-three, and by the said Charles De Bergue under power of attorney, bearing date and executed before

two witnesses, the fourteenth day of October, one thousand eight hundred and fifty-three, which said powers of attorney are deposited of record in the office of I. J. Gibb, one of said Notaries, by *Actes de dépôt*, bearing even date respectively herewith, of the first part; and the "Montreal and Bytown Railway Company," a body politic and corporate, incorporated under and by virtue of an Act of the Parliament of the Province of Canada, passed in the sixteenth year of the reign of Her Majesty Queen Victoria, intituled, "An Act to incorporate the Montreal and Bytown Railway Company," and so incorporated for the purpose of making a Railway at their own costs and charges on and over any part of the country lying between any part of the City, Parish or County of Montreal, by the North-east end of the Mountain, and through the Counties of Terrebonne and Two Mountains and any part of the town of Bytown, in the Province of Canada, hereinafter called and designated "The Company," acting by Alexander Maurice Delisle, of the said City of Montreal, Esquire, President of the said Company, duly and specially authorised for all and every the intents and purposes hereof by a Resolution passed at a Meeting of the Directors of the said Company, held on the twenty-second of October last past, of the second part, which said parties did declare to have stipulated, covenanted, contracted, promised and agreed, and by these presents do stipulate, covenant, contract, promise and agree to and with each other in manner and form following, that is to say,

The contractors, for themselves, their heirs, executors and administrators, for the considerations hereinafter mentioned, covenant and agree with the Company and their successors, in manner following, that is to say,

That they, the contractors, shall and will at their own expense in all things forthwith begin and well and effectually and according to the directions from time to time and in all particulars to the satisfaction of the principal Engineer for the time being charged with the oversight of the said works, and who shall be appointed by the Company, construct and complete for the transit of locomotive steam engines and any other description of moving power usually used and applied on lines of like nature, and of all carriages and wagons drawn or propelled thereby, in a substantial and workmanlike manner, as a single line, the whole and every part of the Railway from a point at or near Viger Square, in the City of Montreal, together with a branch to the Cross or Hochelaga Bay; the said Railway to be constructed on and over any part of the country lying between the said point by the northeast end of the Mountain of Montreal and through the Counties of Terrebonne and Two Mountains to any part of the town of Bytown, in the Province of Canada, mentioned and referred to in the specification hereunto annexed and forming part hereof, in the manner in the said specification described, and according to the plans, sections and drawings to be hereafter made, drawn and prepared by the contractors, which shall be approved of by the Company or by their Engineer in Chief, and also according to the provisions, and subject to the terms and conditions of the said specification, and also shall and will at their own expense begin and well and effectually construct and complete for the transit of locomotive steam engines and any other description of moving power usually used and applied on tramways of like nature, and of all carriages and wagons drawn or propelled thereby, in a substantial and workmanlike manner, as single tramways, the two several tramway branches following, to wit, firstly, a branch tramway from the line of railway to a point or terminus at or near the village of St. Jérôme, provided the said branch tramway does not exceed ten miles in length; and secondly, a branch tramway from the said line of railway to the village of Lachute, the whole in the manner in the said specification detailed and described, and according to the several provisions relating to the said tramway branches and subject to the special terms and conditions relating thereto in the said specification contained, and also according to the plans, sections and drawings to be hereafter from time to time furnished by the contractors, but subject to approval of engi-

neer in charge on the part of the Company. And also, that in and about the works, matters, and things hereby contracted for or agreed or required to be done as hereinbefore mentioned, and for the complete execution of the same, the contractors shall and will at their own expense find and provide all necessary materials, utensils and implements, labour and workmanship, including rails, chairs, spikes, keys, points, switches and crossings, and all materials for the masonry, stone and brick work, bridges, culverts, ditches, drains, fences, occupation and all other gates, to, against and across the Railway, and ballast and broken stone and every other article and thing, (except the land for the railway stations and bridges and works, and all expenses connected with the purchase in any manner of such land,) whether or not the same be correctly or incorrectly described or mentioned herein; and also that in and about such works, matters and things, they, the contractors, will use and employ the best material of every kind and such as the engineer for the time being in charge of the said works shall approve of; and also that they, the contractors, shall and will at their own cost and expense provide and supply the Company with the engines and tenders, carriages and wagons and *plant* for the stocking and working of the Railway of the kind and number in the said specification hereunder written mentioned, and shall and will build and provide in a good and substantial manner to the satisfaction of the said engineer for the time being, and according to plans and drawings to be furnished by the contractors, the buildings for terminal and way stations and sheds and other conveniences in the said specifications set forth and of the description also therein contained: And it is hereby agreed that the said railway and tramway branches and works shall be completed so as to be ready for traffic and shall be delivered over to the Company on or before the expiration of three years from the date hereof; but with power to the Company if they shall think needful to extend the time by a certificate in writing, if they shall deem it necessary or expedient; and in case of default in completing the same, within the time first mentioned, or such extended period as the case may be, the contractors shall forfeit the sum of one thousand five hundred pounds for each calendar month of excess, to be deducted out of any moneys payable to them under this contract, or to be paid by them to the Company as the case may be: Provided, that if the delay in completion shall arise from any cause or causes not attributable to the contractors, such penalty shall not attach; and if the contractors should suffer any delay from the land not being furnished to them by the Company to enable them to prosecute their contract, then and in such case the contractors shall be allowed a corresponding time to such delay for the completing of their said contract over and above that now given for its fulfilment, and that in case any difference or dispute in that respect shall arise between the contractors and the Company, the same shall be settled by arbitration as hereinafter provided; And provided also, that the said time for completing of the said Railway, tramways, and works, and the attaching of the said penalties, shall be subject to the stipulations hereinafter contained with regard to a monetary derangement in Great Britain; and it is hereby further agreed, that if at any time during the progress of the said works, or within twelve months after their completion or delivery over as aforesaid, it shall appear to the said engineer for the time being, that any part of the said works has been executed unsoundly or not of the best materials, or in any respect not according to the said specifications, plans and drawings, then on notice thereof being given by the said engineer to them in writing, the contractors shall cause the said works to be taken down and re-executed properly and with the best materials, and to his entire satisfaction, with extra charge, and that in case the contractors shall not comply with the said notice within fourteen days after the same shall have been given or left them in writing at their principal office in Canada, it shall be lawful for the Company to take down and remove such works, to re-execute them and to pay all expenses attending the same, and the amount so paid may be deducted

by the Company out of any money then due or thereafter becoming due from them to the contractors, or shall be paid by the contractors as the case may be. And also it is agreed, that the contractors shall pay interest at the rate of six *per centum per annum* to the Company upon all payments made to the contractors during the progress of and until the completion of the Railway and works, but in consideration thereof, the contractors, during the progress of, and until the said Railway and branches and works are delivered up and completed to the said Company as aforesaid, shall be entitled to and shall receive to their own use, profit and advantage, all moneys which may in any manner arise or be derived from all tolls, fares and revenues of the road, (after the deduction therefrom of the current expenses) from the working of the Railway or of any section or sections of the said Railway or of the said branches and which may be completed before the expiration of the said three years from the date hereof, or before the expiration of such extension of time as aforesaid; Provided always, that whereas the said City of Montreal hath subscribed for four thousand shares in the stock of the said Company, and hath by By-laws agreed to issue Debentures for a sum not exceeding one hundred and twenty-five thousand pounds currency, to defray the cost of the said stock and to pay the interest thereon; and whereas the Municipality of the County of Two Mountains hath subscribed under a By-law passed for that purpose, for two thousand shares in the capital stock of the said Company, and hath resolved to issue debentures of the said Municipality to defray the payment of the said shares and the interest thereon, to a sum not exceeding sixty-two thousand pounds: And whereas other Municipalities may make like provisions for the payment of stock to be subscribed for by them and of the interest thereon; it is therefore agreed and expressly understood by and between the parties hereto, that such debentures of the City of Montreal, and of the Municipality of the County of Two Mountains aforesaid, or of any other Municipality or Municipalities which shall or may take and subscribe for stock in the said Company and provide for the payment of the interest thereon shall be paid and delivered as hereinbefore provided to the contractors at par, and the contractors shall not be bound or liable to pay interest on the amount of such debentures so paid to them, the foregoing stipulation as to payment of interest or advances notwithstanding: And payment of interest on the amount of such debentures made by the said Municipalities shall be credited by the contractors to the Company.

And in consideration of the premises and of the observance and performance by the contractors of the several covenants and conditions, provisions and stipulations on their part herein, and in said specification contained, the Company do hereby for themselves and their successors covenant with the contractors, their executors and administrators, as follows: That they the contractors duly performing all things on their part and behalf to be performed and done, the Company, their successors and assigns shall and will pay to the contractors, their heirs, executors, executors or administrators, at their office in Montreal, the sum of seven hundred and seventy thousand pounds, of sterling money, in ten even and equal instalments of seventy-seven thousand pounds said sterling each, the first whereof shall become due and be payable at the said Company's office in Montreal, within six weeks after the execution of these presents, and the other and remaining instalments of ten per centum each, shall be paid as the works advance upon the production by the contractors of certificates from the chief engineer aforesaid, of the value *pro rata* of the work done, of the locomotive, and other stock provided and supplied by the contractors during the period preceding and then intervening from the payment of the last instalment thereof: And it is hereby agreed that the engineer aforesaid shall be bound to deliver such certificates on being required to do so, and that if for the space of fourteen days after being so required by and on behalf of the contractors he shall refuse or neglect to deliver any such certificate, the account furnished by the contractors of the work executed or stock supplied for

the period in respect of which such certificate is required, shall for the purpose of the payment thereon, be received and taken in place of such certificate, and payment shall be made thereon as upon a certificate for the same amount; Provided that no certificate nor account uncertified shall be finally binding upon the Company as an account, but the whole shall be subject to revision on the final completion of the work and all intermediate payments shall be deemed to have been payments on account: And it is further agreed, that notwithstanding the foregoing distribution of payments, yet the Company shall pay to the contractors in London, advances to the extent of ninety per centum upon the amount expended thereupon by the contractors upon all rolling stock, rails or other materials of what description soever, for the Railway shipped by the contractors and put on board at Liverpool or any other port for the purposes of this contract; Provided always, that to entitle the contractors to receive such advances they shall produce and furnish to the Company or their legally constituted agent or agents in London aforesaid, invoices and Bills of Lading of such shipments and policies of insurance thereupon, provided also, that such advance or advances shall, to a like or proportional amount, represent or stand in lieu of the next instalment which then may be or which would or shall become due thereafter in manner as aforesaid: And it is hereby further agreed that the said sum of seven hundred and seventy thousand pounds sterling, the cost of the construction of the Railway and completion thereof by the contractors, and to be paid in and by even and equal instalments as aforesaid, instead of being wholly paid in money shall be paid to the contractors in Bonds of Municipalities and shares in the capital stock of the Company, which shares shall at the time of their transfer to the contractors be acknowledged to have been paid in full, and in money or debentures of the Company in manner following, that is to say: That inasmuch as the City Council of the City of Montreal, and the Municipality of the County of Two Mountains have respectively subscribed for stock in the capital stock of the said Company, and whereas it is probable that the Municipalities of the County of Terrebonne and of other Counties or certain Parishes on the line of the Railway or interested therein will take stock or otherwise aid the Company, the said Company without guaranteeing the fulfilment by the said City Council and the other Municipalities of their promises, but pledging themselves to every exertion to secure the largest possible amount of Municipal aid, do promise and agree to pay the said sum of seven hundred and seventy thousand pounds sterling, for the construction of the said Road, to the contractors, as follows: the sum of two hundred and sixty thousand pounds sterling, in the stock of the said Company, the sum of one hundred and fifty thousand pounds sterling, by transferring and paying to the contractors the Municipal Bonds of the said City of Montreal and of the said Municipality of the County of Two Mountains, bearing interest at the rate of six per cent. payable half yearly, and the balance or remaining sum of three hundred and sixty thousands pounds sterling, the Company undertake and promise to pay to the Contractors as aforesaid in the Bonds or Debentures of the Company; but should aid in the shape of stock or loans or otherwise, be obtained from the Municipalities along the line of the Railway by the Company, to a greater extent than that already granted, the Bonds of such Municipalities bearing interest as aforesaid, or the amount of aid contributed by such other Municipalities to the Road in whatever shape, shall be paid to the contractors by the Company in lieu of a like amount of the said sum of three hundred and sixty thousand pounds, sterling money, of the bonds of the Company, such debentures of the Company shall bear interest at the rate of six per centum per annum, payable half yearly in London, and redeemable twenty years after date; Provided always, that if at any time after loss of premium on debentures incurred by the said contractors in consequence of the said City Council or the said Municipality of the County of Two Mountains substituting money for debentures in payment for shares in the Capital Stock of the Company, the amount of such loss of premium shall be made good by the Company to the contractors in stock or debentures of the Company.

And further it is also agreed between the said contractors and Company that the said bonds, debentures and shares shall be issued to the contractors and paid to them by the Company proportionally as the work advances, and in the manner hereinbefore provided for and agreed upon, and such shares and debentures shall from time to time be registered on the books of the Company in the names of the contractors, and it is hereby further agreed by and between the said parties hereto that the length of the said Railway and of the said tramway branches shall be estimated for the purposes hereof at one hundred and ten miles of Railway and twenty-three miles of tramway branches : And it is further agreed that there shall be no deduction made from or augmentation allowed to the said principal sum of seven hundred and seventy thousand pounds, sterling, so agreed to be paid to the contractors by the Company as aforesaid, unless the excesses or diminution of the length of the Railway and branches above or beneath the said estimated length of Railway and branches shall be found to exceed two and a half per centum on the aggregate of the said estimated length, and it is also agreed by and between the parties hereto that should such excess of length as aforesaid exceed two and a half per centum as aforesaid, then and in that case the Company shall pay to the contractors the sum of six thousand five hundred pounds, sterling, per mile, for each and every mile of such excess beyond the one hundred and ten miles, exclusive of the said two and one half per cent in extent upon the Railway, and the sum of twelve hundred pounds sterling per mile for each mile of excess, as aforesaid, upon the branch tramways, and in case the diminution of length shall exceed two and a half per centum upon the said estimated length, then and in that case the Company shall deduct from the said principal sum of seven hundred and seventy thousand pounds, sterling, so to be paid to the contractors by the Company, as aforesaid, a like sum of six thousand five hundred pounds, sterling, for each mile or diminution in aggregate length, within or less than the said one hundred and ten miles of the main line, and a like sum of twelve hundred pounds, sterling, per mile for each mile of such diminution in length, as aforesaid, within twenty-three miles of the aggregate on the said tramway branches.

And it is further agreed that the gauge of the road shall be determined upon by the Company, provided always, that if the Company neglect or refuse to determine the gauge within the space of five months from the date hereof, then and in that case it shall be competent for the contractors, and they are hereby empowered to determine the gauge of the road ; and such determination shall, upon notification thereof in writing by the contractors, be binding upon the Company : And the Company do further agree with the said contractors that they will, from time to time, when and as required, acquire and purchase and deliver possession to the contractors of all such land as the contractors shall require for the construction of the said Railway, tramways, stations and works : And it is hereby further agreed that should, after the execution hereof, an European or other war occur or ensue, and the monetary market of Great Britain be affected or deranged thereby, then and in that case the contractors shall be at liberty, and they are hereby empowered to suspend the construction of the Railway branches and works so long as they shall consider necessary and until the re-establishment of peace shall enable the contractors to resume their operations : Provided such suspension of the works shall not cause a delay of more than one year beyond the period specified for the completion of their contract : And it is hereby further agreed between the said parties hereto that if any dispute or difference whatever shall arise between them upon or as to this contract, or the wording or construction thereof, or any clause, matter or thing therein contained, or as to the plans, sections and drawings, or any of them, or as to any of the works, matters and things hereby contracted for or mentioned herein, or any alteration in the said works, matters or things, or upon or as to the amount or value, state, quantity, quality, price or condition of any of such works, matters or things, or as to any other matter whatsoever, whether of fact, discretion or opinion, every such dispute

and difference from time to time shall be and the same is hereby agreed to be left and referred to the absolute determination and award of one person named by and on the part of the Company or their successors, another on the part of the said contractors, and a third by the two so named, before entering on the business of reference; and the decision of such three persons, or of any two of them, shall be final and conclusive, and against it there shall not be in any manner or on any account any appeal whatsoever: And the said Company do hereby for themselves and their successors, covenant with the said contractors, their heirs, executors, curators and administrators, and the said contractors for themselves, their heirs, executors, curators and administrators, do hereby covenant with the said Company, and their successors that they the said parties respectively shall and will stand to, abide and be bound by, obey, perform, fulfil and keep the award and determination of such referees or any two of them, as aforesaid, and that the submission hereby made may at the option of either of the said parties hereto be at any time dealt with so as to make such award binding in the Courts of original Civil Jurisdiction in Lower Canada, or in any Court of Law of Record in Upper Canada: And it is also understood and agreed that the said tramway to St. Jérôme will only be constructed if the said Railway Company desire it.

And at the making and passing of these presents appeared and intervened William Anthony Matthews, of Sheffield, in the County of York, in England, aforesaid, Esquire, merchant, Mayor of the Borough of Sheffield, aforesaid, by his Attorney William Charles Evans, of the said City of Montreal, merchant, as such duly constituted and appointed under power or letter of Attorney, bearing date and executed before one witness, the seventh day of October, one thousand eight hundred and fifty-three, which said Letter of Attorney is deposited of Record in the office of said Gibb by *Acte de dépôt*, bearing even date herewith, who, after having had and taken communication of the foregoing contract and agreement, declared to have become bound, and doth hereby bind and oblige himself unto and towards the said Montreal and Bytown Railway Company, as surety, (*caution*) of, and jointly and severally with the said James Sykes and Company, to and in favor of the said Company; party hereto of the second part, and accepting thereof by the said President, for the due and faithful performance of the said works by them hereby undertaken at the times and in the manner before stipulated and agreed upon, and the due execution and fulfilment by the said James Sykes and Company of all and every the covenants, clauses and conditions hereinbefore set forth.

And for the execution of these presents and of every the premises, the said parties have made election of domicile at the office of said Isaac Jones Gibb, in the said City of Montreal, where, &c.

Done and passed at the said City of Montreal in the office of said Gibb, under the number fifteen thousand and sixty-five, and signed by the said parties hereto, with and in the presence of us said Notaries, also hereunto subscribing these presents, having been first duly read, and the corporate seal of the said Railway Company having been first affixed to these presents by the said Alexander Maurice Delisle in his said capacity of President thereof.

Signed,

WILLIAM SYKES,
JAMES SYKES,
WILLIAM SYKES, Attorney,
CHARLES DEBERGUE,
WILLIAM SYKES, Attorney,
A. M. DELISLE,

President Montreal and Bytown Railway Co.

W. A. MATTHEWS,

by his Attorney

W. C. EVANS,

I. J. GIBB, N. P.

[L. S.]

(Signed,) JOHN C. GRIFFIN, N. P.

A true copy of the original hereof remaining of record in my office. Witness my hand and seal Notarial.

[L. S.]

I. J. GIBB, N. P.

Specification for the Montreal and Bytown Railway.

1. The location of the line shall be carefully selected, and be governed by the following general rules: 1st Cost of construction. 2nd. Amount of Municipal aid. 3rd. Well founded traffic lists.

2. The line shall be a single track Railway, with suitable passing places.

3. The line where located, through "bush land," shall be cleared of all timber on the chartered breadth of roadway allowed to the Company.

4. The rails for the main line and its ridings shall be of rolled iron, weighing 63lbs. per lineal yard, merchantable quality.

5. The chairs shall be of wrought iron, and shall be of 12lbs. weight each, and shall be placed at every joint of the rails.

6. The fastenings of both the rails and chairs to the ties and to each other shall be wrought iron.

7. The ties shall be of timber, say of red tamarack, or of other wood of equally approved character. They shall not be more than 2' 3" apart, and shall be all 9 feet in length; those at the joints of the rails shall be half sections of logs at least 12" in diameter, the intermediate ones shall be half sections of logs at least 9" in diameter.

8. The entire length of the line shall be covered with ballast and boxing equally distributed to the amount of 4000 cubic yards per mile, which shall consist of strong coarse gravel and round mixed, or of broken stone and sand mixed together; if of the latter, the stones shall be broken until they will pass in any direction through a two inch ring. This ballast shall, in the first place, be laid to an average depth of 15 inches by an average breadth of 13 feet over all the line, under the proposed sleepers or ties. The balance provided for shall be packed and dressed as ordered by the Engineer.

9. The Railway shall be carefully laid in strict conformity with the grades and curves which shall be laid out by the Engineer.

10. No gradient shall exceed 57 feet per mile on the main line.

11. No curve shall have a less radius than 1200 feet on the main line.

12. In any cuttings or embankments found necessary, to make the line in conformity to these provisions, the following directions to be implicitly adhered to:

13. The embankments shall all be 15 feet wide on the top or formation level, and shall have slopes of $1\frac{1}{2}$ horizontal to 1 perpendicular, which slopes shall all be fairly dressed, covered with surface soil, and sown at proper seasons of the year with a mixture of grass and clover, and every pains to be taken to insure a good sward and consequently check the ravages of frost and broken weather thereon.

14. The cuttings, if through earth, clay or gravel, shall have similar slopes dressed and finished in same manner. They shall be at least 24 feet wide, at rail level, but if the cuttings shall be through rock, they may have the same bottom level, with slopes of $2\frac{1}{2}$ to 1, and need not be dressed, soiled and seeded.

15. The drainage of the line shall be secured in the most effectual manner possible, and nothing shall be neglected either in connection with the cuttings or embankments to secure the drawing of all rain or other surface waters, or all springs tapped by the cuttings, to the proper outfalls.

16. Outfalls, such as open or covered drains or culverts, shall be constructed in all places necessary to insure perfect drainage. These drains or culverts shall

be of stone, if their situation and nature of the foundation on which they are to be placed shall warrant same.

17. All present existing roads shall be provided with suitable crossings and cattle guards, which is understood also to include all notice boards and other regulations required by Act of Parliament.

18. Accommodation crossings for farms shall also be provided.

19. The line shall be fenced throughout with round and sufficient timber of cedar, or with boards or wire, at the option of the contractors.

20. All bridges over rivers shall have abutments and piers of stone. Piers in deep water shall have foundations of cob-work and stone laid dry, and shall be constructed in the most substantial and durable manner. The masonry above water shall be laid in good lime mortar with level beds and vertical joints, with a proper proportion of headers and stretchers, and it is expressly stipulated and declared that the substructure shall be prepared of sufficient width and breadth to receive, if required, a double trackway. The superstructure of all bridges shall be of wood and iron.

21. The Tramway Branches shall be of the same character and quality as the Rawdon and Industry line.

22. Passing places and ridings shall be provided on the main line in all places which shall be hereafter agreed upon, and this contract shall include a length of three miles.

23. Terminal Stations at Montreal and Bytown shall be constructed of brick or stone, covered with zinc or slate; shall consist of booking offices, porters' rooms, waiting rooms for ladies and gentlemen, with suitable retiring rooms, water closets and urinals, passengers' platform duly covered over, also suitable goods sheds and engine houses, capable of holding each eight engines, and carriage sheds. The Montreal Station to be provided in addition with board room, Secretary's office, Engineer's office, Superintendent's office and refreshment rooms. The goods sheds to be provided with platforms, cranes and all other necessary appliances.

24. Road Stations, twelve in number, shall be constructed at various places to be agreed on on the main line, and shall be of wood, stone or brick, at the option of the contractors; to consist of a house with two upper and two lower rooms for Station Master, with outbuildings, suitable goods sheds and other conveniences, with booking offices and shed for general passengers complete, with urinals, &c., also ladies reception room, with water closet, &c.

25. A superior brick and fire proof Station shall be built at St. Andrews, with all outbuildings and sheds of superior dimensions and accommodation both for passengers and goods, and with a carriage shed and water and fuel appliances.

26. At least five of the above twelve Road Stations shall be fitted, in addition to the two termini Stations and the one at St. Andrews, with suitable water and fuel appliances.

27. A Steamboat Wharf, with a goods shed shall be constructed at Grenville, with a Railway track leading to it from the main line.

28. The following *plant* shall be furnished of the best and most approved character and kind.

Five Express Locomotive Engines and Tenders.

Five Freight do do

Ten First Class Passenger Carriages.

Twenty Second Class do

One hundred and fifty in all of Goods and Lumber Wagons.

Five Snow Ploughs.

Ten Hand Carts.
Ten sets of repairing tools.

(Signed)		WILLIAM SYKES,
"		JAMES SYKES,
"	Per	Wm. SYKES, Atty.
"		CHARLES DE BERGUE,
"	Per	Wm. SYKES, Atty.
"		G. J. COCKBURN,
		Engineer,
		Montreal and Bytown R. R.

Specification referred to in Contract and Agreement between James Sykes and Company and the Montreal and Bytown Railway Company, bearing date and executed before I. J. Gibb and his colleague, Notaries, this seventh day of November, one thousand eight hundred and fifty-three.

In test veritatis.

(Signed)		A. M. DELISLE,
"		Presid't Montreal and Bytown Railway Co.
"		WILLIAM SYKES,
"		JAMES SYKES,
"	Per	Wm. SYKES, Atty.
"		CHARLES DE BERGUE,
"	Per	Wm. SYKES, Atty.
"		W. A. MATTHEWS,
		By his Attorney, W. C. EVANS.

(Signed) JOHN C. GRIFFIN, N. P.
" I. J. GIBB, N. P.

A true copy of the original hereof remaining of record in my office. Witness my hand and Seal Notarial.

I. J. GIBB, N. P.

Answers of Mr. Bellingham, to questions submitted to him by the Committee.

1. Yes, I was after the organization of the Company asked to discharge the duties of the Secretary and of Treasurer to the Company, having first of all been elected a Director, and I was formally appointed to those offices, and I continued to hold them to the period of my election as member for the County of Argenteuil, in July, 1854, when I informed the Company by letter that I must decline holding any office in the Company, inasmuch as I did not consider it compatible with my position as member of the Assembly to be officially connected with any Railway Company, whose affairs might be brought before the House when seeking an amendment to their Charter, and I therefore did cease to hold any office in the Company simultaneously with my becoming a member of the House.

2. The first elected Directors of the Company were stated in the recorded proceedings of the Company at your command, to whom were added the Mayors of those Municipalities who subscribed stock in sums exceeding £5,000, as provided for in the Railway Clauses Consolidation Act. The Company's legal advisers were Messrs. Badgley and Abbott.

3. The salary voted the President was one thousand pounds per annum, the Company's Engineer seven hundred and fifty pounds per annum, the Secretary and Treasurer six hundred pounds per annum, but only a portion of these salaries were paid, the balance remaining yet unpaid.

4. £600,000 Stock with power to increase its Capital, (the Railway Clauses Act, page 29, Shareholders.)

5. I believe every share was subscribed for in good faith;—reference to the Stock Book will supply the exact amounts subscribed by individuals.

6. The plans were executed and deposited with the authorities in strict conformity with the provisions of the Railway Clauses Consolidation Act.

7. The works were given by contract and a copy of that contract is deposited for the information of the Committee.

8. The survey of the Branch line to St. Jérôme was executed by Archibald McDonald, Esquire, Civil Engineer of St. Andrews, for the contractors, and I believe he holds the documents connected with that survey. He can supply accurate information in reply to this question.

9. The charter authorised branches ten miles long.

10. The works were commenced before the contract was signed because a number of skilled workmen arrived in Canada for service under the contractors, and they employed them first at Grenville. The contractors were induced to do so, because the people were most anxious to see the works commenced; those works were continued after the contract was signed and resulted in the completion of thirteen miles of railway, equipped with rolling stock and worth £7,000 per mile—the preparation of all the ties for fifty miles of railway—the earth excavation near St. Eustache and Montreal, and the survey of the entire line of railway from Montreal to Bytown, the survey being executed on both shores of the Ottawa in order to ascertain the best route. The works executed by the Contractors and the timber prepared for the works must have caused an expenditure of £100,000.

The contractors were suddenly brought to a stand because the County Two Mountains, and the City of Montreal withheld their stock subscription and thus destroyed the credit of the enterprise. From the first day Messrs. Sykes, De Bergue & Co., appeared in Canada as Railway Contractors, they were exposed to the unceasing hostility of the Grand Trunk Company. As one proof I cite the fact, that with the intention of casting distrust over the Montreal and Bytown Railway Company, the Grand Trunk Company acquired the control of the Vaudreuil Railway Company, and without any charter made a survey of a Railway line on the South Shore of the Ottawa, from L'Orignal to Bytown; such acts necessarily inspired distrust as to the construction of the Montreal and Bytown Railway by Sykes, De Bergue & Co., the contractors, as the Grand Trunk Company were then reputed to be very opulent, and they enjoyed Government aid to the extent of £3,000 per mile for all the work they constructed.

11. The contract now before you will explain that the contractors undertook to construct the branch to St. Jérôme, and there is no doubt that the road would have been built had the County of Two Mountains and the City of Montreal fulfilled their stock obligations; as a proof of the popularity of the enterprise, I may state the fact, that for sixty miles of the route, that is from Grenville to Bytown, almost all the landed proprietors made a free gift of the roadway, and many of them subscribed liberally for their means on condition that the Railway traversed the north shore of the Ottawa; no other instance can be found I believe in Canada where the right of way has been so generously given by landed proprietors.

12. The stock book will supply a list of those who subscribed, and all subscribed as far as my knowledge extends in perfect good faith. In my last answer I have explained the state of feeling in favor of the road, and that feeling of anxiety to promote the enterprise was founded upon an impression that the lands in Ottawa now worth little more than 20s. per acre, would if connected by Railway with Montreal, become worth 100s. per acre.

13. While I was connected with the Company one instalment was called in and paid with the exceptions of Two Mountains and Montreal and a few pri-

vate subscribers. Those who subscribed between Grenville and Carillon had counter claims for roadway taken.

14. The accounts of the Company were rendered while I was connected with the Company.

15. As far as my knowledge extends, yes, I made it a point to request especially the attendance of the Directors, frequently calling upon them personally to request their attendance, though I had addressed them notices to attend.

16. The Company received the debentures of the County of Terrebonne to the extent of _____ and handed them to the contractors, taking their receipt for the same.

17. The contract bound the contractors to provide for the payment of the interest on the municipal debentures then received, and I have no doubt they would have fulfilled the obligations they assumed in the contract, but for the causes already set forth; apart, however, from those disabling causes, the chief contractor, James Sykes, perished in the Arctic Steamer, while on his route hither with means to proceed with the works, and his death broke up the locomotive factory which the contractors became connected with in Montreal by advancing thereto some fifteen thousand pounds, the entire of which sum became unavailable as well as claims for work done on the Brockville and Ottawa Railway and on the St. Andrews Railway in New Brunswick. Besides these reasons William Sykes, another of the Contractors and the one on whom devolved the superintendence and directions of the works, fell ill while arranging for the construction of the Arnprior Railway, and his malady utterly prostrated him, depriving him of the power to protect his own interest as a copartner after his brother's death.

18. The affairs of the Company were in a good state and if the County of Two Mountains and the City of Montreal pay their stock subscriptions, there is nothing to prevent the works being resumed and the road built.

19. I never regarded the Company as bankrupt, and if the section of the line which was built between Carillon and Grenville partly with the funds of the Counties of Terrebonne and Ottawa was permitted to be worked, that section of road would realize enough to pay the interest annually due upon the debentures of the above named Counties, and as all parties are most solicitous to see the road at work and earning money, the only remedy is either to empower the landed proprietors between Carillon and Grenville, or William Sykes the contractor, to work the road under certain limitations, or for the Board of Works to assume the control, if one of these courses be not pursued the road will fall into ruin, the traffic between Montreal and Bytown diverted from the Ottawa, and the Municipalities left to contest with the Government the extent of their liability to pay the interest on the debentures.

20. Decidedly not.

21. I cannot say.

22. A reference to the books will supply all this information.

23. In the Spring of 1855.

24. I understood that the contractors not wishing to dispose of the municipal debentures at a depreciation, borrowed money upon them awaiting an alteration in the law, which would extend to Lower Canada the benefit of the municipal loan fund; when that law became operative, application was made in the mode prescribed by the Statute, and by the parties who were alone authorised to make the application, and they obtained the exchange of the debentures. I presume that those parties who apply for the interest on the *coupons* can state what has become of the debentures and how they acquired them.

25. I paid no employee of the Municipality of Terrebonne, so far as my memory serves me.

26. I never paid any municipal debentures to the Receiver General.

SYDNEY BELLINGHAM.

COMMITTEE ROOM,

13th April, 1856.

Answers of J. L. Beaudry, Esq., to the questions put to him by the Committee. Would you please inform the Committee of what you know with regard to the subject matter of the present enquiry, and in particular, state: What were the means used by the Montreal and Bytown Railway Company to induce the County of Terrebonne to subscribe to the capital of the Company?

When the Act of Incorporation was obtained to construct a road between Montreal and Bytown, the Company was organized without delay, and the Directors did everything in their power to induce the Municipalities to subscribe to the stock of the Company. This induced the County of Terrebonne to make a By-law authorizing the Mayor to take shares in the Company; this By-law was submitted to the vote of the electors and rejected. Up to that period I had used my endeavors to engage the Municipality to take shares, but after the By-law had been rejected I no longer meddled with the matter.

In what manner were the By-laws binding the Parishes of St. Jérôme, St. Martin, Ste. Adèle and the Township of Abercrombie for a total amount of £26,000, passed?

I know nothing of their transactions.

In what manner were the Debentures issued and exchanged for Provincial Debentures?

I was one day notified to be present at a meeting of the Directors at which Messrs. Papineau and Auger were present, and signed the Terrebonne Debentures; I think they were handed over to the Company, and then paid by the Company to Sykes, DeBergue & Co. A short time afterwards, I ceased to be a Director, and know nothing about the exchange of the Debentures of the County of Terrebonne for Provincial Debentures.

State what you know of the affairs of the Company and its administration.—In a word, give a description of all transactions or negotiations affecting the places mentioned above with regard to stock?

When the Company was organized, there were 942 shares subscribed by persons from Montreal, Bytown and Carillon, etc., 4,620 shares by Sykes, DeBergue & Co., and 300 by William Sykes (in trust,) making altogether 5,862 shares subscribed, amounting to £146,550. An instalment of ten per cent. was called for and made payable at the City Bank of Montreal, amounting to £14,655, and according to a book which I have seen in the hands of Mr. Hopper, the present Secretary, there has only been paid £945 upon this instalment. During the time I was a Director, there was no account book kept. I produce the list of subscriptions to the capital stock of the Company.

What was the reason you resigned as a Director of the Company?

During the Spring of 1854 I perceived that there were some secret transactions amongst the Directors, and I then ceased to take any active part in the management of the business.

Were the Directors always notified of the meetings of the Directors?

For my part I was always notified, but I do not think that the Mayors of Counties were always notified.

Do you know the reasons for which the Corporation did not issue the debentures?

During the Summer of 1854, I perceived that the works did not proceed with vigor, as the contractors had promised, and I commenced to have some doubts as to the means of the contractors, and the want of funds which ought to have been furnished to the Company for the purchase of lands, induced me to believe that the resources of the contractors could only be raised by means of debentures from the Municipalities. It was at that time in a conversation I had with Mr. Peltier,

who was the Solicitor of the Council, that I promised to inform him of anything which might take place affecting the debentures of Montreal in the interest of the City, and at last I thought it my duty to tell him that it would not be prudent to issue debentures, and they in fact were not issued. It is, indeed, true that the President and several of the Directors of the Company very often applied to the Council to obtain debentures, but Mr. Peltier had told me that he would not advise the issuing of debentures before knowing my opinion on the subject. I was often solicited by the Directors of the Company to join them in trying to influence the Council, but always refused.

At the time the debentures of the County of Terrebonne were issued, was it not a notorious fact that the contractors were insolvent, and in consequence, unable to go on with the road?

At that period, I think, as I have said before, that they depended for their means upon the money they should procure from debentures, but it was not, to my knowledge, a notorious fact that the contractors were insolvent and unable to complete the work. If I had been consulted by the Mayor of Terrebonne before the Terrebonne Municipal debentures were issued, I should have advised him not to issue the debentures for the whole amount as he has done.

What was the extent of road made by the contractors, and what was the amount expended by them, do you think, for the works of the Company?

I think that the extent of railroad finished is twelve miles. I did not visit the road, although requested several times to do so, but I think that the amount expended by the Company is far less than that certified by the engineer of the Company, and I am of opinion that an *expertise* would shew that the amount so certified is far less than that expended by the Company.

What was the amount of the sums of money paid to Sidney Bellingham, Esq., by the Company?

I think, according to what I have heard from the present Secretary, that he received the whole amount of his salary during all the time he remained in charge.

When did the Directors find out that the contractors were insolvent?

Although there were doubts expressed by the Directors during the winter of 1854, they, however, never told me that they considered the contractors to be insolvent. They had fears that, unless they could obtain debentures from the Municipalities, they might not be able to finish the undertaking.

How much do you think was really paid altogether (money and debentures) by the Company to the contractors?

I think that the contractors only received the Municipal debentures of Ottawa and Terrebonne, but that they, the contractors, furnished money to the Company.

Was it not a notorious fact, during the autumn of 1854, that the Company and the contractors had not the means of making the road?

That was my impression, and I heard several persons express the same opinion. I also believe that money was paid to two of the Councillors of the Montreal Council to induce the Municipalities of the Companies to subscribe to the stock of the Company.

List of Subscribers to the Stock of the Montreal and Bytown Railway Company

Anderson, Evans & Co.....	40 shares,	£1000	0	0
William Abbott.....	2	50	0	0
H. D. Ackert.....	4	100	0	0
John Ackert.....	1	25	0	0
J. L. Beaudry.....	16	400	0	0
Sydney Bellingham.....	40	1000	0	0
J. A. Berthelot.....	4	100	0	0
C. S. Burroughs.....	1	25	0	0

Joseph Bourret.....	2	parts	£50	0	0
Chas. E. Belle.....	1	"	25	0	0
J. U. Beaudry.....	1	"	25	0	0
Lambert Bleau.....	1	"	25	0	0
James Barclay.....	4	"	100	0	0
David Beattie.....	2	"	50	0	0
C. C. Brigham.....	4	"	100	0	0
Wm. Byrne.....	1	"	25	0	0
Louis Belinguet.....	2	"	50	0	0
T. Bouthillier.....	4	"	100	0	0
J. B. Brousseau.....	1	"	25	0	0
Jos. Brown.....	1	"	25	0	0
Honorable William Badgley.....	12	"	300	0	0
Maurice Cuvillier.....	5	"	125	0	0
John Carter.....	1	"	25	0	0
Lemuel Cushing.....	12	"	300	0	0
Asa Cook.....	2	"	50	0	0
Levi Clarke.....	1	"	25	0	0
G. W. Cameron.....	3	"	75	0	0
John A. Cameron.....	5	"	125	0	0
Ewan Cameron.....	1	"	25	0	0
Jas. E. Campbell.....	1	"	25	0	0
Anthony Cullen.....	4	"	100	0	0
M. Cullen.....	2	"	50	0	0
A. M. Delisle.....	40	"	1000	0	0
Made. De Montenach.....	8	"	200	0	0
Norbert Dumas.....	12	"	300	0	0
A. A. Dorion.....	1	"	25	0	0
J. W. Des Jardine.....	1	"	25	0	0
Duncan Dewar.....	2	"	50	0	0
Wm. M. Dole.....	2	"	50	0	0
Samuel Dawson.....	2	"	50	0	0
J. B. Deslouer.....	1	"	25	0	0
Wm. Dunning.....	8	"	200	0	0
Wm. C. Evans.....	12	"	300	0	0
John Egan.....	20	"	500	0	0
John Fraser.....	4	"	100	0	0
C. G. Forbes.....	240	"	6000	0	0
P. Finnegan.....	1	"	25	0	0
George Jobert.....	2	"	50	0	0
Hypolite Guy.....	2	"	50	0	0
Hugh Gorman.....	4	"	100	0	0
Simon Gallagher.....	1	"	25	0	0
André Gallipot.....	1	"	25	0	0
Chas. Bercezy.....	12	"	300	0	0
Haldimand Bros.....	1	"	25	0	0
E. & C. Hudon.....	2	"	50	0	0
Hamilton & Thompson.....	20	"	500	0	0
James Hogan.....	3	"	75	0	0
Aug. Heward.....	8	"	200	0	0
E. S. Howell.....	1	"	25	0	0
Ernest Idler.....	1	"	25	0	0
Henry Judah.....	40	"	1000	0	0
Pierre Jodoin.....	12	"	300	0	0

Edward Jones.....	2	parts	£50	0	0
Col. Johnson.....	20	"	500	0	0
George Kames.....	4	"	100	0	0
Arthur Keenan.....	1	"	25	0	0
P. R. Lafrenaye.....	2	"	50	0	0
B. H. Le Moine.....	12	"	300	0	0
Thomas Loranger.....	1	"	25	0	0
C. A. Leblanc.....	1	"	25	0	0
J. C. H. Lacroix.....	12	"	300	0	0
James Laurin.....	1	"	25	0	0
D. Masson.....	4	"	100	0	0
J. W. & R. Masson.....	4	"	100	0	0
Finlay McMartin.....	2	"	50	0	0
Wm. McMillan.....	4	"	100	0	0
Jos. McPike.....	1	"	25	0	0
Wm. McFarlane.....	1	"	25	0	0
P. McPhaul.....	1	"	25	0	0
Angus McDonald.....	2	"	50	0	0
S. C. Monk.....	2	"	50	0	0
J. Mallen.....	1	"	25	0	0
Alex. Morris.....	12	"	300	0	0
St. Luc Madore.....	1	"	25	0	0
A. E. Montmarquet.....	12	"	300	0	0
D. Maclean.....	5	"	125	0	0
John Noyes.....	1	"	25	0	0
John Ostell.....	5	"	125	0	0
Owen Owens.....	1	"	25	0	0
John O'Donnell.....	1	"	25	0	0
Delimere O. Perrault.....	4	"	100	0	0
Joseph Papin.....	1	"	25	0	0
Hubert Paré.....	4	"	100	0	0
Amable Prévost.....	2	"	50	0	0
J. A. Parkins.....	20	"	500	0	0
Edward Pridham.....	4	"	100	0	0
D. B. Papineau.....	4	"	100	0	0
M. H. Palmer.....	3	"	75	0	0
Augustin Perrault.....	4	"	100	0	0
H. L. Routh.....	20	"	500	0	0
George Rheinart.....	4	"	100	0	0
Mary Richards.....	4	"	100	0	0
Hypolite Roy.....	1	"	25	0	0
Joseph Robillard.....	1	"	25	0	0
M. Roch.....	1	"	25	0	0
William Sykes, in trust.....	300	"	7500	0	0
Henry Starns.....	4	"	100	0	0
Henry St. Jean.....	1	"	25	0	0
Robert Simpson.....	4	"	100	0	0
John Stephens.....	4	"	100	0	0
John Starrs.....	1	"	25	0	0
H. H. Sauvé.....	1	"	25	0	0
Aimé Sénécal.....	1	"	25	0	0
Madame St. Julien.....	4	"	100	0	0
John Scharf.....	1	"	25	0	0
Thomas Scharf.....	1	"	25	0	0
Wm. Scharf.....	1	"	25	0	0

Hugh Taylor.....	12	parts	£300	0	0
J. M. Taylor.....	2	"	50	0	0
E. C. Tuttle.....	4	"	100	0	0
Ronald Trudeau.....	4	"	100	0	0
Robert Turnbull.....	2	"	50	0	0
Stephen Tucker.....	2	"	50	0	0
Jacques Viger.....	2	"	50	0	0
Wm. Workman.....	40	"	1000	0	0
John Wanless.....	1	"	25	0	0
Chas. Wales.....	2	"	50	0	0
John Wardropp.....	10	"	250	0	0
William Sykes.....	4620	"	115500	0	0
	<u>5862</u>		<u>£146550</u>	<u>0</u>	<u>0</u>
1st Instalment, 10 per cent.....			£ 2355	0	0
5867 shares.....			146675	0	0
Paid by subscribers, on 1st instalment.....			945	0	0

COMMITTEE ROOM,
2d May, 1856.

The Honorable Judge Badgley,

Questions submitted to the Hon. William Badgley by the select Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company.

Will you please state to the Committee whatever you know in relation to the exchange of the Debentures issued by the Municipality of the County of Terrebonne in favour of the Montreal and Bytown Railway Company for Debentures of the Municipal Loan Fund of Lower Canada and in particular, please state :

1st. Whether these Municipal Debentures were negotiated after having been issued by the Municipal Council of Terrebonne ?

2nd. When were they exchanged and to whom did they belong at the time of the exchange ?

3rd. What became of the Debentures guaranteed upon the Municipal Loan Fund received in exchange for Municipal Debentures ?

4th. Whether the By-law authorising the Municipality of the County of the Lake of Two Mountains to take shares in the Montreal and Bytown Railway Company, was declared to be null by the Superior Court at Montreal, when, and for what reasons ?

By order,

J. P. LEPROHON,
Clerk of Committee.

At the formation of the Montreal and Bytown Railroad Company, my partner, Mr. Abbott, and myself, were appointed its Solicitors, and gave our professional assistance by advice or in the preparation of the legal documents required by the Company. We had no part whatever in the management or direction of its affairs. From our profession, and connection we were made aware that those Municipal Debentures came into the possession of the Company, and that they were subsequently converted into Loan Fund Debentures under the provisions of the Act of last year which we advised upon the facts stated to us did not exclude them from its beneficial operation.

1st. I am not aware of their negotiation after their concession by this Municipality. When required to advise upon their conversion under the statutes, we were informed that they were under the control of the Company.

2nd Upon my judicial appointment early in 1855 and my consequent departure from Montreal and residence at Quebec, I ceased to take any further active interest professionally for the Company, and cannot say when the conversion took place or who holds them at this time. This information will be readily obtained from other sources.

3rd. I am not aware.

4th. For the reason given in the second answer above I am not aware of the nature of the legal proceedings adopted or whether they were adopted at all, or what was their result with reference to that Municipal By-law.

W. BADGLEY.

[*Translation.*]

The undersigned has the honor to answer as follows to the questions submitted to him by the Committee appointed to enquire into the transactions of the Montreal and Bytown Railway Company.

1st. What amount of Municipal Debentures of the County of Terrebonne were exchanged for Debentures guaranteed upon the Municipal Loan Fund of Lower Canada? When and with whom were they exchanged? Whether were they so exchanged with or without the authority of the Municipal Council of Terrebonne?

The amount of Municipal Debentures of the County of Terrebonne exchanged for Debentures guaranteed upon the Municipal Loan Fund of Lower Canada is £23,500. These Debentures were exchanged towards the latter part of last Session. It was at a time at which I was exclusively engaged with my Parliamentary duties. The exchange was effected through the intervention of my Deputy, Mr. Anderson. Mr. Evans duly authorised by Mr. Delisle, the President of the Company, is the person who deposited the Municipal Debentures of the County of Terrebonne and who received in exchange Debentures issued upon the guarantee of the consolidated Municipal Loan Fund of Lower Canada. The exchange was effected without the authority of the Municipal Council of Terrebonne although the authority was produced at the time of the exchange, as Mr. Anderson did not deem it then to be necessary. This authority is still, nevertheless, in the archives of my office.

2nd. Whether you received a letter from the Mayor of Terrebonne, dated June 4th, 1855, and was it before or after the receipt of the said letter that the Debentures were exchanged?

A letter from the Mayor of Terrebonne bearing date the 4th June last was received in my office. The Debentures had been exchanged before the letter was received.

E. P. TACHÉ.

Receiver General.

Receiver General's Office,
Toronto, 3rd May, 1856.

COMMITTEE ROOM.

23rd April, 1856.

C. E. Anderson, Esq., Deputy Receiver General, appears before the Committee, and answers as follows:

Are you not Deputy Receiver General?

I am.

Have you any knowledge of the exchange of Debentures issued by the Municipal Council of the County of Terrebonne, in favor of the Montreal and Bytown Railway Company for Provincial Debentures under the Municipal Loan Fund Act? I have.

Who applied to the Receiver General's Office for the exchange, and to whom were the Provincial Debentures delivered?

Mr. W. C. Evans, one of the directors of the Company acting for the Company.

On what day were the Municipal Debentures deposited at the office of the Receiver General; and on what day were the Provincial Debentures delivered?

The Municipal Debentures were deposited at the Receiver General's Office from time to time, from the 16th to the end of May; and the exchange was made as the others were deposited. But on the 16th May application was made for the exchange of the whole, and I believe £16,000 was exchanged on that day?

Did you examine the Municipal Debentures before the exchange was effected; and did you examine if they were in accordance with the By-laws of the Municipal Council?

I did not examine if they were according to the By-laws, not considering it as a part of my duty, but that of the law officers of the Crown.

Do you know if these Municipal Debentures were communicated to the law-officers of Crown before the exchange, and was any report of the law officers of Crown made to your department on the subject of these debentures?

They were not examined by the law officers of the Crown; and no report was made with regard to the Debentures.

Did you examine at the time, if the By-laws and Debentures provided for a sinking fund?

I did not, but as the By-laws had been submitted to the law officers of the Crown, recommended to Council for approval, and approved; I could not otherwise believe but that they were in accordance with the Municipal Loan Fund Act of Lower Canada; I have never seen a Debenture bearing on the face of it any special provision for a sinking fund; and did not look for it in those presented for exchange. The Debentures presented were in the usual form.

Did you in December, 1855, or January, 1856, write to Mr. Anger as secretary of the Municipality of Terrebonne to demand from the Municipality payment of the interest on the Terrebonne Debentures then in the hands of the Receiver General?

The usual circular was sent from the Department to the Treasurer of the Municipality calling for the interest about falling due, which duty is pointed out by the Act.

Was there at the same time any demand made for the payment of any portion of the capital and what portion?

Interest was demanded at eight per cent, two per cent. of which, after deducting proportion of expenses in carrying out the Act, was to be appropriated as a sinking fund for the redemption of the capital.

What was the reason why the payment of interest was demanded at the rate of eight per cent., when the debentures contained a promise to pay only six per cent.?

That being the course followed on all previous occasions, and as I understand it, sanctioned by the Act.

When the Municipal Debentures of the County of Terrebonne were exchanged, did you not ask to the party presenting the same an order or authority from the municipality to inake such exchange?

I did not in first instance.

Was there not such an authority presented to you at the time, and did you not object to the form or to the manner in which this order was made?

Such an authority was presented in the first instance, but I considered that under the Act the holders had the right to get them exchanged without it, provided the Debentures had not been sold, or negotiated.

Was such an authority presented to you at any time either before or after the exchange; if so, state when or for what purpose?

It was presented by Mr. Evans; in the first instance he deemed it necessary, I, at the time thought otherwise, and he took it back with him.

Was it not understood when Mr. Evans took back this authority that an alteration would be made in the name of the party authorized to receive the provincial debentures, and that the document would be returned to the department?

It was not so understood at the time he took it away.

Was any such understanding come to at any time before or after the exchange?

Yes, in the end of May the Receiver General having been absent, returned to Quebec, I laid the whole transactions before him, when he was not satisfied and expressed a desire that the joint authority should be furnished also; I went to Montreal, saw Mr. Evans, and had it completed in what I considered a satisfactory state, and brought it back to the Department. But I have never looked upon it that the debentures were exchanged on that joint authority, it is merely on record to shew that the Municipality seemed desirous of the exchange.

Had all the debentures been exchanged at the time you got the joint authority you speak of?

They had all been exchanged, so far as my memory serves me.

Where is now the joint order in question, and why was it not communicated to the House with the other papers having reference to exchange of the debentures?

It is of record in the office, and I was under the impression that it had been; if such is not the case I will supply it immediately.

At the time you got the joint order in Montreal, did you go to Mr. Papineau with Mr. Evans to have some alteration made in the same?

I did not, I never saw Mr. Papineau in my life to my knowledge.

Did you request Mr. Evans or Mr. Delisle to have some alteration made in the joint order, and what was the nature of such alteration?

I suggested to Mr. Evans that inasmuch as the debentures had been delivered to him on the part of the Company, it would be desirable that the joint order should be in his name.

Can you state how long this joint order has been in the department?

After the exchange of the debentures had taken place I again returned the joint power to Mr. Evans, not considering it necessary, and I again got it from him within a month from this date, and it is now of record in the office. I returned it to him the second time in the month of June 1855, after having been informed by the Crown Law Department that it was necessary for the exchange.

When you returned for the second time the joint order to Mr. Evans, was that immediately or long after you had been to Montreal to get the same?

A month or six weeks after.

Did Mr. Evans exchange some debentures of the County of Ottawa for Loan Fund Debentures, at or about the same time that he exchanged the said Terrebonne debentures?

He did.

Were not these debentures exchanged upon the joint order of the Mayor of Ottawa, and of the Company of the Montreal and Bytown Railway?

They were not.

Was Mr. Bellingham with Mr. Evans when he applied for the exchange of said debentures?

He seemed interested for the Company in the matter, and was frequently in the office with Mr. Evans on the subject.

Who first applied to have the Terrebonne debentures exchanged?

Mr. Evans.

Did you not at first refuse to make the said exchange, on the ground that all the documents were not regular, and if so, state what was the irregularity complained of?

Not to Mr. Evans; previous to his application I pointed out to Judge Badgley, who was then, I believe, the Attorney of the Company, that affidavits were necessary to shew that the debentures had not been sold or negotiated. I do not recollect of any other irregularity at the time.

Did Mr. Evans or Mr. Bellingham, before or at the time of the exchange, state to you that they or either of them had any personal interest in the said debentures, or were proprietors of the same?

Neither of them; had they stated so I could not have exchanged them as they would then have been in third hands, that is, sold or negotiated.

Was the interest on the Loan Fund Debentures given in exchange for the Terrebonne debentures, paid when due to the holders thereof, and by whom?

The interest was paid at maturity by the Government, I have every reason to believe.

At the time of the last payment who were the holders of the said Loan Fund Debentures, and to whom was the interest paid?

I do not know, but I will furnish the Committee with the information.

Will you give us the date or dates of the circulars demanding the payment of the interest from the Municipality?

I now furnish the Committee with a copy of the said circulars.

Were not the Municipal Debentures of Terrebonne originally exchanged for Municipal Loan Fund Debentures without coupons, and if so were not the latter afterwards exchanged *de novo* for debentures with coupons, and please state when, and who held them when this last exchange took place?

They were so exchanged originally, and the debentures without coupons were afterwards exchanged for debentures from steel plates with coupons, in accordance with understanding expressed in receipt of 16th May, 1855, from Mr. Delisle, on receipt of the temporary debentures without coupons; the said receipt is filed with the Committee.

The holders of the debentures without coupons, or rather I should say, the parties who presented them for exchange for debentures with coupons, were as under:

W. H. Hopper, J. M. Chamberlain, C. A. Smith, W. E. Cassels, Moss and Bros., D. L. Macpherson.

C. E. ANDERSON,

Deputy Receiver General.

(Copy.)

We the undersigned, André Benjamin Papineau, Mayor of the Municipality of the County of Terrebonne, duly authorized to the effect of these presents, under and by virtue of a resolution of the Council of said Municipality, passed on the 12th day of March, instant, a copy whereof is hereunto annexed, and the Montréal and Bytown Railway Company, acting herein by Alexander M. Delisle, Esquire, President, being the holder of certain bonds issued respectively under and by virtue of certain By-laws of the said Municipality, passed on the 12th day of December, 1853, authorizing the taking of stock in the Montréal and Bytown Railway Company, on behalf of the Parishes of St. Martin and St. Jérôme, and the Township of Abercrombie in the said Municipality, and of a certain other By-law of the said Municipality, passed on the 13th day of March, 1854, authorizing the taking of stock in the said Railway Company, on behalf of the Parish of Ste. Sophie in the said Municipality, do hereby jointly order and require Her Majesty's Receiver General, of and for the Province of Canada, to pay over to the agent of the Bank of Montréal, at Québec, the money to be raised on the debentures to be issued upon the credit of the Consolidated Municipal Loan Fund for Lower Canada, in lieu of the debentures issued under said By-laws respectively.

In witness whereof, we have respectively signed these presents, this thirty-first day of March, one thousand eight hundred and fifty-five.

(Signed,)

A. B. PAPINEAU,
A. M. DELISLE,
President, Montreal and Bytown Railroad.

BANK OF MONTREAL,

Quebec, 16th May, 1855.

SIR,—Having been appointed to exchange some Municipal Debentures in this City, I hereby authorize W. C. Evans, Esquire, to act for me.

WILLIAM GUNN,
Manager.

The Hon. the Receiver General,
Quebec.

RECEIVER GENERAL'S OFFICE,

Toronto, 2nd April, 1856.

SIR,—I have the honor to inform you that under the Consolidated Municipal Loan Fund Acts of Upper and Lower Canada, the Municipality of the County of Terrebonne is bound to pay into the hands of the Receiver General, the sum of £940 being 6 months' interest ending 1st July, 1856, at 8 per cent. per annum, on £23,500, currency, loaned under provisions of said Acts to said Municipality. I have therefore to request that you will be pleased to deposit the said amount to my credit in the Agency of the Bank of Upper Canada, if there is one in your locality, and if not, in any other Chartered Bank, and transmit deposit certificate of same to this Department.

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

E. P. TACHÉ,
Receiver General.

To J. E. Prévost, Esquire,
Treasurer,
County of Terrebonne, St. Jérôme.

I also beg to inform you that interest at the rate of six per cent. on the interest due by your Municipality on the 1st of January last, is charged from the 1st April, instant, until paid.

E. P. TACHÉ.

RECEIVER GENERAL'S OFFICE,

Toronto, 26th November, 1855.

SIR,—I have the honor to inform you that under the Consolidated Municipal Loan Fund Acts of Upper and Lower Canada, the Municipality of the County of Terrebonne is bound to pay into the hands of the Receiver General, the sum of £1410, being nine months' interest ending 1st January, 1856, at 8 per cent. per annum, on £23,500, currency, loaned under provisions of said Acts to said Municipality. I have therefore to request that you will be pleased to deposit the said amount to my credit in the Agency of the Bank of Upper Canada, if there is one

in your locality, and if not, in any other Chartered Bank, and transmit deposit certificate of same to this Department.

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

E. P. TACHÉ,
Receiver General.

To J. C. Anger, Esquire,
Treasurer,
County of Terrebonne.

COMMITTEE ROOM,
3rd May, 1856.

Mr. Hopper.

Questions submitted to William H. Hopper, Esquire, by the Special Committee appointed to enquire into all the transactions of the Montreal and Bytown Railway Company :

1. Are you the Secretary of the Montreal and Bytown Railway Company, and since when?
2. Have you in your possession the books of the Company, and can you give to the Committee a list of the Directors and of the Shareholders of the Company, and the amount of shares each shareholder holds?
3. Who have been the President and Secretary of the Company since its formation?
4. Was there a salary given to the President and to the Secretary of the Company, and what was the amount of such salary?
5. How many calls of the subscribed stock have been made, and what calls have been paid either in full or in part; and what proceedings have been adopted against defaulting shareholders?
6. What was the whole amount received in money from the shareholders, and how was the amount expended?
7. Can you state what portion of these £930 has been paid by the officers of the Company out of the salary they received from the Company?
- 7½. Did the contractors receive any money from the Company?
8. Will you give a statement of the affairs of the Company, shewing its assets and available means and its indebtedness as far as you are aware of it?
9. When were the works on the Montreal and Bytown Railway suspended?
10. Have they been resumed since, and is there any prospect that the Company or the contractors will resume the works?
11. Are you aware that the Municipality of the County of Terrebonne issued debentures in favor of the Company, and that the said debentures have been taken by the Company in payment of stock; and if so, state what was the amount of such debentures?
12. Will you give the Committee a copy of the entries made in the books of the Company in reference to such debentures?
13. Were these debentures paid over to the contractors, and when?
14. Were they subsequently exchanged for Municipal Loan Fund Debentures; and if yea, state when and what entries have been made in the books of the Company respecting the negotiations of said debentures, and of their subsequent exchange for Municipal Loan Fund Debentures?
15. Who were the holders of the Municipal Debentures at the time they were exchanged for Municipal Loan Fund Debentures?
16. Who made the exchange; what has become of the Municipal Loan Fund Debentures?

17. Were the Municipal Loan Fund Debentures ever mentioned in the books of the Company, and were they ever in the possession or the property of the Company?

18. Do you know personally anything about the exchange of the Municipal Debentures issued by the County of Terrebonne, and what has become of the proceeds thereof?

19. Have the proceeds of the Municipal Loan Fund Debentures, received in exchange for the Terrebonne Debentures, been employed for works made since they have been exchanged?

20. Were not the finances of the Company in an embarrassing state in the month of May, 1855, when the Terrebonne Debentures were exchanged for Municipal Loan Fund Debentures?

21. Had not the Directors at that time resolved to transfer to the President the rolling stock of the Company, and will you produce a copy of such a resolution?

21½. What did the sum of £3,204 10s. 4d. sterling, mentioned in the resolution produced with your answer 21, as being due to Mr. Delisle, consist of?

22. Has the Company been sued by its creditors, and is there any judgment rendered against it?

23. Were the debentures of Terrebonne exchanged in pursuance to any decision of the Board of Directors, and produce a copy of the minutes?

24. Are the contractors considered unable to meet their engagement?

25. What were the resources of the Company on the first of April, 1855; on what could the Directors reckon to complete the works?

26. Have the lands purchased for the purposes of the road been paid for?

27. Did the Company receive any money from the contractors; what amount, and for what object?

28. Was there any money expended to secure the votes of the tax-payers in Montreal, Terrebonne, Lake of Two Mountains, or Ottawa, in favor of the By-laws passed by these Municipalities to enable them to take stock in the Company; and if so, state what sum in each respective municipality, and how that sum was expended?

29. Was there any money expended by the Company for the election of any member of the Legislature or of any municipal officer in any of the above municipalities?

30. Were the Directors authorized, either by Stockholders or by the Company, to increase the capital fund over six hundred thousand pounds?

31. What was the amount of private subscription exclusive of the contractors?

32. Are you aware of any person holding Ottawa and Terrebonne Debentures besides the debentures exchanged?

33. Will you give a statement of the indebtedness of the Company, the amount they have received either in Municipal bonds or money, and the amount of work done upon the road, and the amount expended?

By order,

J. P. LEPROHON,

Clerk of Committee.

Replies to questions submitted by Special Committee on affairs of Montreal and Bytown Railway Company, to Wm. H. Hopper, Secretary of said Company.

1. Yes, since April, 1855.

2. Yes, and submit herewith a list of the Directors of the Company since its formation. Also, list of the shareholders of the Company and amount of shares held by each.

3. A. M. Delisle, Esq., has been the President of the Company since its formation. Sydney Bellingham, Esq., Adclard Boucher, and myself, have severally acted as Secretary.

4. The salary voted to the President by the Board was £1,000 currency per annum: (per Resolution of Board, 9th Nov., 1853, salary to be £1,000 for the year ending March, 1854); to Sydney Bellingham, when Secretary, £600, currency; to A. Boucher, £150 per annum, he having been Clerk in the office and acted temporary; my salary not fixed by the Board, it being agreed that I should be remunerated according to the time I required to devote to the Company's service. The President named my salary for past year at £300, currency.

The President received on account of his salary.....	£166	13	4
And subsequently expended, in cash, for the Company.	284	4	8
S. Bellingham received.. .. .	795	2	8
A. Boucher received.....	56	5	0

and Wm. H. Hopper never received one shilling, but expended on account of the Company from his own funds £111 6s. 11d. in protecting the property of the Company, &c.

The balances due to the parties above named appear on the books of the Company:

Say to A. M. Delisle.. .. .	£2438	5	8
S. Bellingham.....	104	17	4
W. H. Hopper.....	243	13	5
A. Boucher.....	62	10	0

5. Three calls have been made, the first call paid in part, and no proceedings adopted against defaulting shareholders. Nothing paid on other calls.

6. The whole amount of money received from shareholders was £930, and its expenditure accounted for with books of the Company now on the table.

7. The contractors received no money, but were paid in

Municipal Debentures.....	£59,200
Railway Company's Bonds.....	80,300
And Certificates of paid-up Stock.....	70,475

£209,975

7½. Yes; A. M. Delisle, £100; S. Bellingham, £100; Mr. Badgley, Solicitor of the Company, £30.

8. The balance sheet submitted shews the position of the Company's affairs.

The indebtedness of the Company, as far as I am aware of, is there shewn with the exception of an amount in dispute claimed by G. H. Ryland, Registrar.....	£612	10	0
And amount of fees for Montreal Court House.....	475	0	0

I should also mention an amount claimed by J. L. Beaudry, Esq., of £300; payment of which was positively declined by the Directors. I hand in the three above named accounts.

9. I am not aware of the date, it being previous to my connection with the Company, to wit, in April, 1855.

10. No; and I cannot see any prospect of the works being presently resumed.

11. Yes; and the amount of debentures received from the Municipality of Terreboune was £26,000, currency.

12. The following is the entry made in the books of the Company in reference to said debentures :

1st May, 1854.

“ Sykes, DeBergue & Co., Dr.

“ To instalment account on debentures.

“ For the following debentures handed over to Messrs. Sykes, DeBergue & Co., as per Resolution of Board of Directors, 18th April, 1854, per receipt of this date :

“ Municipal Debentures, County of Terrebonne, for and			
on behalf of Parish of St. Martin.....	100	deb.	£10,000
of St. Jérôme.....	100	“	10,000
of St. Sophie.....	50	“	5,000
Township of Abercrombie.....	10	“	1 000
			£26,000”

13. Yes ; on the 1st May, 1854.

14. Yes ; they were exchanged for Municipal Loan Fund Debentures. No entry made or required, as when the Municipal Debentures were received, they were paid over to the contractors, Messrs. Sykes, DeBergue & Co., and charged to their account.

15. The contractors were the holders ; but I have reason to believe that parties made advances on them—who were represented by Wm. C. Evans, Esq., of Montreal, and J. M. Chamberlain, of London, England, Solicitor to C. De Bergue, one of the contractors.

16. The exchange was effected by W. C. Evans, Esquire, acting for the Company—and I know not what has become of the debentures received in exchange.

17. The Municipal Loan Fund Debentures were never entered in the books of the Company, and were never their property.

18. Temporary Provincial Debentures (without coupons) were in the first instance issued—and those I subsequently, at the request of Mr. Evans, took to Quebec, and received in exchange debentures with coupons attached, which debentures I returned Mr. Evans, and I know not what became of them afterwards.

Mr. J. M. Chamberlain, of London, England, handed D. Davidson, Esq., of Montreal, £9250, in debentures, for the purpose of disposing of the same, and remitting to Mr. Finnie, in England, £6464 16s. 11d,—to whom the Municipal Debentures, to the amount of £9250, had been pledged to secure the last sum,—paying £500, in debentures, to G. J. Cockburn, Engineer of the Company, on account of his salary ; £200 to A. Heward, of Montreal, and £500 to be applied, when required, to the fencing of the Road. Some other small sums were to have been paid to the Clerk and Messenger of the Company, as also a sum of £40 which I paid for the honor of the contractors. The remittance to Finnie was made, and I believe Messrs. Cockburn and Heward paid the discount on debentures (some 12 per cent.,) and interest, I believe absorbs the rest.

19. No.

20. Yes. In consequence of the failure of the contractors to proceed with the works.

Had the works continued the subscription of the City of Montreal for £125,000

And of the Lake of Two Mountains 62,500

£187,500

would have been available, as also aid from Ottawa Division No. 1. £ 25,000

St. Eustache 5,000

St. Scholastique 5,000

21. Yes. Copy of Resolution herewith, it was subsequently considered unnecessary, and was not carried out.

21½. It consists of salary due to Mr. Delisle, cash paid by him for office rent, fuel, &c., and £1,090 16s. 10d. for which he, with the other Directors, became individually liable to the City Bank.

22. Yes, three Suits and one Judgment rendered, in favor of George F. Cockburn, Engineer of the Company, for £1184 2s. 8d., in April, 1856.

23. Yes, and copy of minutes herewith submitted.

24. Yes.

25. The contractors were bound to take in stock £260,000, sterling, and in Company's debentures £360,000, sterling; and had the work proceeded, the means as stated in my reply to question No. 20, would have been available.

26. No.

27. Yes; £2057 13s. 8d., which was applied, together with the amount received from shareholders, to payments, as shewn by balance sheet. The contractors, on receiving their second instalment, bound themselves to provide funds for the right of way, and also for all expenses of the Company.

28. Yes.

Expenses incurred in legal assistance, carters for bringing voters, writing posting placards, &c.:

For City of Montreal.....	£60	0	10
Terrebonne.....	43	2	2
Lake of Two Mountains.....	291	7	3
Ottawa Division No. 2.....	139	5	1
	<hr/>		
	£533	15	4

I herewith produce copy of entries in the books of the Company, in reference to above.

29. There was never any money, as far as I can trace, expended by the Company for the election of any member of the Legislature, or for any Municipal officer.

30. Not that I am aware.

31. Twenty-four thousand six hundred and seventy-five pounds, currency.

32. I only know of £1300 in the hands of British North American agent for a party in England, as yet unconverted; but there are others. There is a considerable amount yet unconverted.

33. The Company are indebted to the City Bank and individuals per list, £5,716 13s. 8d.

Amount in dispute:

G. H. Ryland.....	£612	10	0
Montreal Court House....	475	0	0
J. L. Beaudry.....	300	0	0

The Company have expended £59,200, currency.

In debts of Municipalities of Terrebonne and Ottawa	930	0	0
Also amount received from stockholders.....	930	0	0

For which they have received the road and stock between Carillon and Grenville, estimated at contract price, at £104,949 13s. 4d.

W. H. HOPPER.

List of Directors of the Montreal and Bytown Railway Company :

Elected by Stockholders on 8th November, 1853 :

A. M. Delisle,	Hy. Judah,
Wm. Workman,	H. L. Routh,
Wm. C. Evans,	Jean Louis Beaudry, and
Norbert Dumas,	B. H. Lemoine.

Re-elected by Stockholders, 13th March, 1854.

Elected by Stockholders, on 3rd April, 1855 :

A. M. Delisle,	Henry Judah,
Wm. Workman,	Norbert Dumas,
Wm. C. Evans,	John Egan, and
B. H. Lemoine,	J. C. H. Lacroix.

Elected by Stockholders, 31st March, 1856 :

A. M. Delisle,	B. H. Lemoine,
Wm. Workman,	J. C. H. Lacroix,
N. Dumas,	Wm. C. Evans, and
Alex. Morris,	Hon. Wm. Badgley.

Mem.—Mr. Morris has written me declining the appointment, as he requires to be absent the present year, and the Hon. Wm. Badgley verbally informed me that he could not act.

There has been no meeting of Directors yet held to replace the above gentlemen.

TORONTO, 6th May, 1856.

List of Stockholders, Montreal and Bytown Railway Company, on 5th May, 1856.

Date of Subscriptions.	Name.	No. of shares.
8th October 1853....	Anderson, Evans & Co.....	8 shares.
	William Abbott.....	2 "
	H. D. Ackert.....	4 "
	John Ackert.....	1 "
	George N. Allbright.....	40 "
	Samuel H. Anderson.....	52 "
4th May, 1853.....	J. L. Beaudry.....	16 "
17th October, 1853....	J. A. Berthelot.....	4 "
18th " "	Chas. S. Burroughs.....	1 "
18th " "	Joseph Bourrett.....	2 "
19th " "	Charles E. Bell.....	1 "
19th " "	J. U. Beaudry.....	1 "
5th November, 1853..	Lambert Bleau.....	1 "
	James Barclay.....	4 "
	David Beattie.....	2 "
	C. C. Brigham.....	4 "
	William Byrnes.....	1 "
	Louis Berlinguet.....	2 "
11th November, 1853..	Tancrede Bouthillier.....	4 "
14th " "	Jean B. Brousseau.....	1 "
14th " "	Joseph Brown.....	1 "

10th December, 1853	..Hon. Wm. Badgley.....	12 parts.
18th October, 1853	..Maurice Cuvillier.....	5 "
5th November, 1853	..John Carter.....	1 "
	..Lemuel Cushing.....	12 "
	..Asa Cooke.	2 "
	..Levi Clarke.....	1 "
30th November, 1853	..George F. Cockburn.....	4 "
	..Patrick Gosgrove.....	1 "
	..G. M. Cameron.....	3 "
	..John A. Cameron.....	5 "
	..Ewan Cameron.....	1 "
14th November, 1853	..James E. Campbell.....	1 "
	..Anthony Cullen.....	4 "
	..Michael Cullen.....	2 "
4th May, 1853	.....A. M. Delisle	40 "
	..Mme. DeMontenach (transferred)	8 "
17th October, 1853	..Norbert Dumas.....	12 "
18th " "	..A. A. Dorion.....	1 "
18th " "	..J. U. DesJardins.....	1 "
	..Duncan Dewar.....	2 "
	..William M. Dole.....	2 "
	..Samuel Dawson.....	2 "
14th November, 1853	..J. B. Deslorier.....	1 "
	..William Dunning.....	8 "
22nd October, 1853	..John Egan.....	20 "
14th October, 1853	.....Wm. C. Evans.....	975 paid up.
19th " "	..John Fraser.....	4 shares.
	..C. J. Forbes.....	240 "
	..Patrick Finnegan.....	1 "
	..Gabriel Jobert.....	2 "
	..Pierre Leandre Fortier.....	12 "
31st October, 1853	..Hypolite Guy.....	2 "
	..Hugh Gorman.....	4 "
	..Simon Gallaher.....	1 "
	..Andre Gallipot.....	1 "
8th October, 1853	..Charles Herzy	12 "
18th " "	..Haldimand Brothers.....	1 "
31st " "	..E. & C. Hudson.....	2 "
	..Hamilton & Thompson.....	20 "
	..James Hogan.....	3 "
11th November, 1853	..Augustus Heward.....	8 "
15th " "	..E. J. Howell.....	1 "
14th " "	..Ernest Idler.....	1 "
18th October, 1853	..Pierre Jodoin.....	12 "
	..Edward Jones.....	2 "
10th March, 1854	.....Charles C. Johnson.....	20 "
	..Richard Jones.....	4 "
	..George Kames.....	4 "
	..Arthur Keenan.....	1 "
18th October, 1853	..P. R. Lafrenaye.....	2 "
11th May, 1853	.....B. H. LeMoine.....	12 "
19th October, 1853	.....Thomas Loranger.....	1 "
31st " "	..C. A. LeBlanc.....	1 "
31st " "	..J. C. H. Lacroix.....	12 "
	..Francis Laurin.....	1 "

31st October, 1853	....Damasse Masson.....	4 shares.
5th November, 1853	..Wolfred Masson.....	4 "
	Finlay McMartin.....	2 "
	William McMillan.....	4 "
	James McPike.....	1 "
	W. MacFarlane.....	1 "
	Patrick MacFarlane.....	1 "
	Angus MacDonald.....	2 "
11th November, 1853	..S. C. Monk.....	2 "
11th " "	Isidore Mallen.....	1 "
16th " "	Alex. Morris.....	12 "
	St. Luc Madore.....	1 "
	A. E. Montmarquet.....	12 "
	D. M. MacLean.....	5 "
	John Noyes.....	1 "
31st October, 1853	....John Ostell.....	5 "
	Owen Owens.....	1 "
	John O'Donnell.....	1 "
8th October, 1853	...DeLinière O. Perrault.....	4 "
19th " "	Joseph Papin.....	1 "
31st " "	Hubert Paré.....	4 "
31st " "	Amable Prévost.....	2 "
	J. A. Perkins.....	20 "
	Edward Pridham.....	4 "
	D. B. Papineau.....	4 "
	M. H. Palmer.....	3 "
10th November, 1853	..Augustus Perrault.....	4 "
22nd October, 1853	....H. L. Routh.....	20 "
	Mary Richards.....	4 "
14th November, 1853	..Hypolite Roy.....	1 "
14th " "	Joshua Robillard.....	1 "
16th " "	Michel Roch.....	1 "
31st October, 1853	....J. G. Rheinardt.....	4 "
8th October, 1853	....Wm. Sykes, (in trust).....	300 "
14th " "	William Sykes.....	40 "
8th November, 1853	..Fleurie St. Jean.....	1 "
	Robert Simpson.....	4 "
	John Stephens.....	4 "
	John Starrs.....	1 "
	H. H. Sauve.....	1 "
14th November, 1853	..Aimé Senecal.....	1 "
16th " "	Madame St. Julien.....	4 "
	John Scharf.....	1 "
	Thomas Scharf.....	1 "
	William Scharf.....	1 "
	Sykes, De Bergue & Co.....	2736 paid up.
	Do.....	92 shares.
17th October, 1853	....Hugh Taylor.....	12 "
8th " "	Thomas M. Taylor.....	2 "
31st " "	E. C. Tuttle.....	4 "
5th November, 1853	..Romuald Trudeau.....	4 "
	Robert Turnbull.....	2 "
	Stephen Tucker.....	2 "
10th November, 1853	..Jacques Viger.....	2 "
11th May, 1853	....William Workman.....	12 "

12th April, 1856.

The Montreal and Bytown Railway Company, Dr.

To the Registrar for the County of Montreal.

For Registering 3800 debentures, under Act 16 Vic., cap. 103, viz :

	£	s.	d.
360 delivered to the Messrs. Sykes on 25th instant.....	22	10	0
360 Certificates of Registration at 2s. 6d. each.....	45	0	0
To 2640 debentures of £100, sterling, each.....	165	0	0
To 2640 Certificates of Registration at 2s. 6d. each.....	330	0	0
To 800 debentures of £250 each.....	50	0	0
To 800 Certificates of Registration at 2s. 6d. each.....	100	0	0
	712	10	0

Montreal, 1854.

The Montreal and Bytown Railway Company, Dr.

To J. L. Beaudry,

To my expenses incurred to obtain the Charter and to obtain the votes of the different Municipalities granting debentures to the Company, and for my services to the Company during the year 1853, £300.

Montréal, 8th March, 1854.

Montreal, 30th August, 1854.

Sydney Bellingham, Esq., Secretary and Treasurer, of the Montreal and Bytown Railway Company, Dr.

To G. H. Ryland, Esq., Registrar for the County of Montreal.

To Government tax for the erection of the Montreal Court House, on the registration of three thousand eight hundred debentures of the said Company, on the twenty-third day of May last, at 2s. 6d. each, £475.

Meeting, 14th May, 1855.

DIRECTORS PRESENT :

A. M. DELISLE,
W. WORKMAN,
B. H. LEMOINE,
WM. C. EVANS, and
MAYOR OF MONTREAL.

Resolved, on motion of Mr. Lemoine, seconded by Mr. Evans,

That inasmuch as the Company is indebted to A. M. Delisle, Esq., in the sum of three thousand two hundred and four pounds ten shillings and four pence, for cash advances made and liabilities personally incurred by him for the benefit of the Company, and otherwise, and that it is expedient that he should be secured from loss on account of such debt, that the rolling stock and plant delivered to this Company by the contractors be transferred to him as security for his said claim by a sale, with a clause authorizing the Company to redeem within three years, on payment of the amount to be secured with interest, and that the Vice President be authorized to execute a deed, on behalf of this Company, in accordance herewith.

True extract.

W. H. HOPPER,
Secretary.

Montreal, 15th June, 1855.

At a meeting of Directors held on this day were present:

A. M. DELISLE, President,
W. M. C. EVANS,
J. C. H. LACROIX,
B. H. LEMOINE,
DR. NELSON, Mayor,
HENRY JUDAH.

Absent—W. Workman and N. Dumas.

The minutes of last meeting were read and confirmed.

The President informed the Board that the sum of £47,360 sterling, in bonds of the Municipality of Ottawa, No. 2, and Terrebonne, delivered to the contractors, Messrs. Sykes, De Bergue and Company, under authority of a resolution of this Board of the 18th April, 1854, on account of their contract, that they had lately called upon the Company to join in obtaining the conversion of a portion of such bonds under the Act 18 Vic. ch. 13, to wit: the sum of £53,700 currency, and had placed them under the control of the Company upon the express condition only that they should be converted, and the debentures received from Government returned to the representatives of the said contractors in lieu of such bonds. That in conformity with this understanding of the desire of the Directors, he had done so, as President and on behalf of the Company, and that already the sum of £37,750 currency had been converted and returned to the representatives of the said contractors, and the balance was in process of conversion.

Resolved,—That the acts and proceedings of the President, with reference to the said conversion and return of the said bonds and debentures, be and the same are hereby ratified, approved and confirmed, and he is hereby authorized to continue his assistance in converting the balance.

True extract.

W. H. HOPPER,
Secretary.

PRELIMINARY EXPENSES.

1853.

Part of Answer to Question No. 28.

Sept. 10.	—For expenses incurred connected with the Montreal City By-law, being payment to carters for bringing up voters, writing, posting placards, &c., &c.....	£49	0	10
“ 19.	—For expenses incurred in connection with the Two Mountains By-law, being travelling expenses in bringing up voters, printed forms, posting placards, legal assistance, &c.....	234	12	4
Oct. 3.	—For check No. 506, payment to Laffeur and Benoit for services rendered in connection with Montreal By-law.....	11	0	0
“ “	For check No. 7, paid S. Bellingham for expenses incurred by him on his visits to St. Andrews, Lachute, and St. Benoit, previous to confirmation of By-law.....	10	0	0
“ 10.	—For expenses incurred in connection with Two Mountains By-law, being legal assistance, carters, telegraph, &c.....	24	18	11
Nov. 8.	—For check No. 12, to provide for necessary expenditure attendant upon municipal voting, Ottawa County, carters bringing up voters, placards, &c.....	25	0	9

Nov. 9.—For check No. 13, in favor of S. Bellingham, expenses incurred by him in visiting Petite Nation, Lochaber, Buckingham, Aylmer and Bytown	15	0	0
Dec. 5.—For check No. 14, in favor of S. Bellingham, being expenses incurred by him, 15 days, to Bytown and back, for Bytown and Pembroke Railway	12	9	7
“ 19.—For expenditure by S. Bellingham for Ottawa County By-law, being for carter, nine days, hire in visiting Aylmer and Petite Nation, and personal expenses	10	18	6
1854. Jan. 11.—For check No. 23, being for petty expenditure incurred in connection with the By-law for County of Two Mountains..	9	6	0
“ 13.—For check No. 24, on account of legal assistance procured in connection with By-law of Two Mountains.....	12	10	0
“ 14.—For expenditure at St. Andrews	0	15	0
“ 24.—For legal assistance and other necessary expenses incurred with reference to Municipality Ottawa County, No. 1, and personal expenses of Secretary	75	17	0
Mar. 21.—For check No. 52, being travelling expenses of President to Terrebonne, Ottawa and Two Mountains.....	17	2	2
“ “ For check No. 53, paid by order of President, for legal assistance.....	20	0	0
April 12.—For check No. 55, balance of travelling expenses of John Starrs	5	5	0
	£533 15 4		

24th April, 1856.

Mr. William Sykes appears before the Committee and answers as follows:

Were you one of the partners of the firm “Sykes, DeBergue & Co.,” who undertook the construction of the Montreal and Bytown Railway; or were you ever employed by that firm to superintend the construction of said work; and state what were your relations to the said Company? how long you have been so employed; and what part you took in the Contract for making such Railroad?

I was one of the co-contractors, and had charge of the construction of the said Railway. I signed the Contract, a copy of which has been produced to the Committee by Mr. Delisle, both for myself and as Attorney for James Sykes and Charles DeBergue.

Did you ever go with Mr. Delisle before the Municipal Council of the County of Terrebonne; and was it there stated by you or by Mr. Delisle in your presence, before the issuing of the debentures by that Municipality, that the Municipality would not be called upon to pay the interest on said debentures until the work was completed, because the Contractors, Sykes, DeBergue & Co. had promised and were bound to pay such interest?

I attended a meeting of the Municipal Council of the County of Terrebonne, in March, 1854, with Mr. Delisle; I made no statement whatever, for the payment of the interest on the debentures to be issued by the Municipality; the proceedings were carried on in French, which I did not understand. The only thing I was required to say there, was, that in the case the St. Jérôme branch of the road was more than ten miles in length, which was the length the contract provided for, the contractors would construct the whole of it upon the same condition as the first ten miles contracted for, and that it should be opened simultaneously with the main line to Montreal. I gave a writing to that effect. I am certain the writing embraced the first portion of my statement, and I believe it did the second also.

Was it then stated in your presence, that if the condition that the interest would run only from the time the road was completed, was inserted in the debentures, these debentures could not be negotiated and would be useless?

I cannot say that any such statement was made.

Did you know at the time, that the terms of the By-laws of the Municipality authorising the issue of such debentures, only authorised the issue of debentures with interest, payable from the time the road was completed?

I did not know that such was a condition of the By-laws. My understanding was, that Mr. Delisle had an agreement with the Municipality, that they should issue a sufficient amount of debentures to cover the stock subscribed; and, also the interest on the amount of such stock, until the completion of the road; as for example,—if the parish of St. Martin subscribed for eight thousand pounds of stock, the Municipality would issue debentures for a couple of thousand more to meet the interest during the construction of the road. The contract provided that the interest should be paid by the contractors.

Were the debentures issued by the Municipality of Terrebonne paid over to the contractors by the Company, in payment of, and on account of the sums due them as per contract?

Yes, the Municipal Debentures in question were paid over to the contractors by the Company in lieu of their own debentures for a similar amount, which we had agreed to take under the contract, that is: these Municipal Debentures were given in lieu, and deduction of the sum of £360,000 sterling of the Company's bonds as mentioned in the contract.

What amount of the Terrebonne and Ottawa Debentures was so paid over to the contractors, and when was that done?

The contractors received from the Company, on the 1st of May, 1854, following amount of debentures, to wit:

332. Ottawa Debentures.....	£33,200	0	0	cy.	=	£27,290	8	0	stg.					
260. Terrebonne do	£26,000	0	0	cy.	=	£21,372	0	0	stg.					
						£59,200	0	0	cy.	=	£48,662	8	0	stg.

When were the works on the said Railroad begun, and when were they interrupted?

The surveys were commenced in August or September, 1853; and the works were commenced in January, 1854. The portion of the work from Carillon to Grenville was made and opened for traffic in October, 1854, though not quite finished yet. There was no work done after October, 1854, with the exception of building a carriage shade, which was finished about the 1st February, 1855. No work has been made since on the road. In the spring 1855, orders were given to put up the fences along the twelve miles of the road between Carrillon and Granville; but the contractors were prevented from so doing by the proprietors of lands crossed by the railway, and had not been paid or indemnified for it. The land was to be paid by the Company according to the contract. The proprietors of the lands also refused to let us run the trains for traffic. In July, 1855, I made another attempt to work the portion of the road which was furnished, and after making arrangements with a certain number of the proprietors of the lands, which took about five or six weeks, I was dispossessed of the rolling stock, by an order from the Court, issued at the instance of the Company. This order preceded any judgment against the contractors.

Were the works begun on any other portion of the road, and when were these works suspended?

The works were also begun in Montreal in May or June, 1854. Works were also begun in the neighbourhood of St. Martin and St. Eustache in the course of the

summer. They were suspended immediately after the news of the loss of my brother, which happened in September, 1854, and the news reached me in October.

What extent of road has been completed, and what has been the amount of money laid out by you for the confecton of the works on said railway?

No portion of the road is absolutely completed; but the works made of the different portions of road would be equal to about twenty miles of road. I believe the amount laid out by the contractors about £72,000.

What amount either in money or Municipal Debentures have you received from the Company?

We received no money from the Directors of the Company. We have received Municipal Debentures of the Counties of Ottawa and Terrebonne to the amount of £59,200 currency, 2819 shares in the stock of the Company, and the Company's Debentures to the amount of £49,900 sterling; as the whole appears more fully by the statement marked Z, hereunto annexed.

What was the cause of the suspension of the works?

The cause of the suspension was the want of money, caused from the refusal by the City of Montreal, and from the County of Lake of Two Mountains, to issue debentures for the amount of stock it was stated in the contract they had respectively subscribed for.

Do the contractors intend to resume the work, and say when?

I am prepared to resume the work as soon as the payments are made at the terms of the contract.

Do you still entertain the hope of fulfilling your contract with the Company?

In point of time it is impossible, but as to construction, there is no difficulty if the Company fulfil their obligation.

Did you and the other contractors, subscribe, either jointly or individually, a large amount of stock, and under what circumstances did you do so?

For myself and the other contractors we agreed to take about £260,000 sterling of certified paid up stock as part payment of our work. As to my subscription of stock, Mr. Delisle informed me that they were about £117,000 deficient in making up the amount of stock authorised to be raised under the act of incorporation; and unless their stock-book was filled up they could not claim the payment of the subscriptions by the City of Montreal, or the Municipality of the County of Two Mountains. But if I would allow my name to be put down for the deficiency they would undertake I should not be called upon for payment. But that the various Municipalities who had promised subscriptions should on their payment have this stock made over to them by my executing a transfer in the form provided for by the Act.

All persons willing to take stock for payment of their land (and they were represented as numerous) were to be paid in same manner.

Mr. Delisle gave me a letter at the time which I believe embodies the above statement, if it does not, it conveys that I shall not be called upon for payment of this stock.

Was the stock taken by the Municipality of Terrebonne and Ottawa subscribed for after the balance of the stock in the Company had been so taken by you?

Yes.

Did you ever transfer to the said Municipalities any portion of the stock you had taken?

I did not transfer any.

Did the contractors part with any of the Debentures issued by the Municipality of Terrebonne before the first of February, 1855?

I am not aware that any part of the Municipal bonds the contractors received from the Company were absolutely made over; but an amount of £33,000 sterling was transmitted to my brother in England, of which about £32,000 were pledged

to a party who has to make advances upon them from time to time to the amount of sixty-six per cent; my brother being at liberty to sell these Debentures to refund the amount borrowed. The balance of the Municipal Debentures was held by Mr. W. C. Evans of Montreal to be used by me for the payment of accounts as I might require. It was not, however, expected that those Debentures could be used unless an Act was passed to authorize the negotiation of those Debentures for Municipal loan fund Debentures to be issued by the Provincial Government.

Did you get from Mr. Evans any advances on the Debentures deposited with him, and did you make any purchase or get any money from him, while he had those Municipal Debentures?

We got no advance of money on those Debentures from Mr. Evans. We made some small purchases from the firm of which Mr. Evans is a partner to the amount of £ ; but not on the faith of those Debentures. We got no money from them except proceeds of bills drawn by me on the firm in England, which they purchased; but I do not believe I have sold them any such bill after the Municipal Debentures were deposited with Mr. Evans.

What was the amount of Debentures deposited with Mr. Evans?

It was the difference between what was taken by me or my brother in England, and the amount issued by the Municipalities of Ottawa and Terrebonne.

Have you any knowledge of the exchange which was made of the Municipal Debentures of Terrebonne and Ottawa for Provincial consolidated Loan Fund Debentures?

No, I have no knowledge of it; except that some time about the month of May, 1855, I heard some parties were exchanging the Municipal Debentures; but no one communicated with me on the subject.

Will you examine the document marked I, produced by Mr. Delisle, being the copy of a receipt from Sykes, DeBergue & Co., per George Hague, ratified by G. M. Chamberlain, and will you state if you were a party to the transaction and who were Messrs. Hague and Chamberlain who signed the same?

I did not know that such a document as this was given, I am not a party to it, and George Hague and G. M. Chamberlain exceeded their power in signing such a document, neither of them holding a power of attorney from me. Chamberlain was the Attorney for De Bergue, as I understood; Hague was the book-keeper of the Company here in Canada; at the time of signing the contract with the Company I deposited with Gibb, a notary at Montreal, the power of attorney which I held, and which constituted me the sole for Sykes, De Bergue & Co. I subsequently gave a power of attorney to Hague, but it never authorised him to sign the document now shown to me.

Are Mr. Chamberlain and Mr. Hague in the country?

Chamberlain is gone back to England; Mr. Hague, I believe, is some where in Upper Canada.

Did you ever get in your possession any of the Municipal Loan Fund Debentures exchanged for the Terrebonne and Ottawa Debentures?

No, nor any part of their proceeds.

Was the property of the contractors and the materials they had for the road taken by the creditors, and if so, state when?

Between the 1st of August, 1855, and 1st of April, 1856, a good many executions were issued against the contractors. There was at least twenty, most of them were for small sums of £6 5s., and under, and the highest not more than £150; the reason was the contractors could not get payment from the Company.

What of the Company's bonds have you received from the Company?

We have received £66,000, of which, we returned £16,100, as mentioned in a letter of which I now fyle a copy, marked "B.B."

What is, in your opinion, the cash value of the works done by the Contractors for the Montreal and Bytown Railway Company?

I value the works at about £80,000 sterling, including the materials supplied; for I consider that the works done are equal to 20 miles of road, and I would have been willing to take £4,000 sterling, cash, per mile, to make the road.

What sum were you entitled to receive from the Company, under your contract, for the works done?

We were entitled to receive two instalments, equal to £169,580 sterling; this was more than the value of the works done, as stipulated in the contract, because by the agreement, we were entitled to receive a portion of the payment in advance. Part of this sum of £169,580 sterling, to wit—£20,000 sterling, were to be paid in bonds from the City of Montreal, and £12,500 sterling, in bonds from the County of Lake of Two Mountains, no part of which we have received.

Were the prices stipulated in your contract with the Company, made any higher on account of the mode of payment than they would have been, if the payments had been cash payments as the works progressed? And what proportion would have the cash payments borne to those agreed upon in the contract?

The prices in the contract were decidedly greater than they would have been, if the payments had been in cash. In consequence of the mode of payment, I added fifty per cent. to the valuation of the works; that is, for every hundred that I considered the works were worth, I charged hundred and fifty pounds.

WILLIAM SYKES.

(Copy.)

MARKED BB.

Filed by William Sykes, 24th April, 1856.

MONTREAL, 15th December, 1854.

A. M. Delisle, Esquire,

President of the Montreal and Bytown Railway Company.

SIR,—We have the honor to acknowledge receipt of your favour of yesterday, calling our attention to letter of Mr. Wm. Sykes, engaging to give the City Council of Montreal security that will be satisfactory to them, and informing us that a deposit of £25,000 currency, in the bonds of the Company, as collateral security, would overcome all difficulties, and obtain payment of the city stock subscription; requesting we will therefore place such amount of bonds at your disposal.

In reply, we beg to state that the total amount of such bonds in our possession here, is £16,100 sterling, representing currency at the ordinary exchange rate of £19,588 6s. 8d. These bonds we are willing to place in the hands of the Company for the purpose above referred to, provided we receive an engagement that should we at any time require such bonds for negotiation, and notify to that effect, a similar amount of bonds of the same description shall be returned to us; also, that no interest shall be claimable on account of such bonds, that the interest *coupons* shall not be presented for payment.

On receipt of your acknowledgment embodying this engagement, we shall have pleasure in handing over the bonds.

We are, sir,

Yours, respectfully,

(Signed,)

SYKES, DEBERGUE & CO.,
Per G. HAGUE.

Statement of the various payments made by the Montreal and Bytown Railway Company, to Sykes, DeBergue, & Co., on account of the contract between said parties.

May 1st, 1854—332 Ottawa Debentures..	£33,200 cy. =	£27,290	8	0	st.
“ “ —260 “ Terrebonne..	26.000 cy. =	21,372	0	0	st.
		<u>£59,200 cy.</u>	<u>£48,662</u>	<u>8</u>	<u>0</u> st.
May 4th, 1854—2819 Stock Certificates..	£70,475 cy.	£57,390	9	0	st.
May 25th, “ —360 Company’s Mortgage Debentures....		36,000	0	0	st.
July 21st, “ —300 “ “ “ “		30,000	0	0	st.
		<u>£66,000</u>	<u>0</u>	<u>0</u>	<u>0</u> st.
Credit by 161 Company’s Debentures returned to President of the Railway Company—see our letter 16th December, 1854.....		£16,100	0	0	st.
		<u>£49,900</u>	<u>0</u>	<u>0</u>	<u>0</u> st.
		<u>£</u>	<u>s.</u>	<u>d.</u>	
Summary in sterling money.					
Municipal Debentures.....		48,662	8	0	st.
Stock certificates.....		57,390	9	0	st.
Company’s Mortgage Debentures.....		49,900	0	0	st.
		<u>£155,952</u>	<u>17</u>	<u>0</u>	<u>0</u> st.

NOTE.—In reference to the above I have to remark, that the large nominal sums under the denomination of certified paid up stock and Company’s Mortgage Debentures have hitherto been and still remain absolutely valueless as negotiable securities, in consequence of the ground upon which the line and works have been constructed not having been purchased by the Railway Company in terms of the contract.

In reference to the amount under the denomination of Municipal Debentures my knowledge is of a limited character; I am aware that about £38,000 sterling was transmitted to England (for the purpose of negotiation by my brother,) about May, 1854; from letters I have received from him at various times up to August, 1854, I have reason to believe, that in the character they stood, as simple Municipal Bonds, and in the then stringent state of the money market, they were absolutely unsaleable—but in anticipation of some Canadian Legislation whereby they might be exchanged for bonds bearing a Government guarantee, my brother succeeded in obtaining advances to the extent of 66 per cent. by hypothecating £32,000 sterling of them.

This it will be seen would place at our disposal a sum of about £21,300 sterling, which, to the best of my belief was the very outside of all we acquired in cash upon these securities.

In answer to a former question I have stated the balance between the amount of these debentures received by us and the amount transmitted to England, were deposited in the hands of W. C. Evans, Esquire, for use by me as occasion might require, and to cover any agreement they were liable to in regard to Messrs. Rogers & Co., for rails; at this time I believe Rogers’ agreement would have required over £3000; sterling. I find by reference to one of my brother’s letters, he had given an

order on W. C. Evans, Esquire, for £5000, sterling, of this to be paid Messrs. Rogers & Co., on account of rails, they having agreed to take the same at par.

Since then these debentures have been exchanged for the Lower Canada Municipal Loan Fund Debentures; but of the amount so exchanged, and the application of surplus sums, over and above what the original debentures were hypothecated for, I am unable to give this Committee any account.

My brother was lost in the "Arctic," 27th September, 1854, since which time I have been very sparingly informed of what has been doing, and since March, 1855, I have received no communication whatever from the Railway Company, with the exception of the declaration which accompanied the seizure by the Sheriff's officer at their instance of the rolling stock from me in September last.

Although as stated above, that I am unable to say how any portion of the proceeds arising from the conversion of these debentures was actually expended, I have strong grounds for believing that about £9000 sterling has been appropriated in an improper manner, to relieve Mr. James Sykes, Mr. W. C. Evans, and Mr. W. A. Matthews of an engagement relative to the Messrs. Kinmond's Locomotive manufactory at Montreal.

The history of this transaction is, in my estimation, of importance to be fully known to this Committee, as being so materially blended with the disposal of the funds acquired from said Debentures; and also as accounting for an alleged explanation of Sykes, De Bergue & Co.'s losses which have been so freely commented upon.

This history is briefly as follows: Shortly after my arrival in Canada and to the best of my recollection about July, 1853, Mr. W. C. Evans introduced to me by letter the Messrs. Kinmonds, and also spoke to me on the subject of taking an interest in their locomotive works. At the first conversation on this subject I was not inclined to enter into the speculation, but he pressing the matter and saying that the Kinmonds being in pecuniary difficulties he thought it a good opportunity to assume a business, which with their prospects of Railways in Canada must become remunerative to a considerable extent. He further proposed, that if I on the part of my brother would become responsible for one-third of the advances necessary to put the concern in a creditable position; he would undertake, for himself and partners, to become responsible for another one-third, and he on the part of W. A. Matthews of Sheffield (whose confidence and power of attorney he professed to have) would be responsible for the remaining one-third. On these conditions I entered into the matter and gave drafts on my brother in favor of Anderson, Evans & Co. (who opened in their book a separate account in my name as trustee for James Sykes and others) and who continued to make advances thereupon to the Kinmonds until these drafts amounted to about £9000 sterling.

About July, 1854, at a time when I was very seriously ill, and under the care of Drs. Sutherland and Crawford, I was surprised and alarmed by some communication from our book-keeper, Mr. George Hague, which, notwithstanding my illness, prompted me to make immediate enquiries of their purport—when my alarm was further increased on learning that at the instigation of Mr. W. C. Evans he had made the entries of transactions with the firm of Anderson, Evans & Co., in our books in such a manner as to make the firm of Sykes, De Bergue, & Co., appear as debtors for this amount instead of keeping the account in my name as trustee for James Sykes, W. C. Evans, and W. A. Matthews.

This manner of altering the position in which I stood in regard to the firm of Anderson, Evans & Co., showed a balance of a considerable amount in their favor against Sykes, De Bergue & Co., and Mr. Evans pressed me to give him an order on the Chairman of the B. and O. Railway Company, for an amount of Upper Canada Consolidated Loan Fund Bonds to cover the same. This I absolutely refused and pointed out that when he in accordance with his original agreement with me had paid two-thirds of the advances to Kinmonds' concern—the balance

would be in our favor. I also gave positive instructions to our book-keeper to have the accounts entered in our books precisely in the terms of my agreement with Mr. Evans. Notwithstanding my directions to him and my express determination not to allow such a transaction, advantage was taken of my continued illness, and inability to attend to business, to perpetuate this state of accounts, and to throw this charge on the firm of Sykes, De Bergue & Co.; although that firm had nothing whatever to do with the matter, and as a firm were not in existence at the time a majority of these drafts were made.

I am aware while Mr. Chamberlain (De Bergue's solicitor) was in Canada last summer, he professed to treat this as a debt of the firm, (but I distinctly deny his right to do so); I do not know his motives but think they were not such as would lead to obtaining either justice to our firm or to our legitimate creditors.

While he was in Montreal and in daily communication with several Directors of the Railway, a paragraph appeared in the Montreal Transcript, in which this and other misrepresentations were endeavoured to be palmed on the public. As my name was made use of in this article I deemed it nothing but an act of justice to the public to deny at that time the position there put forward, and shall always repudiate that debt.

If then my surmises are correct that this £9000 sterling has been paid out of the proceeds of the aforesaid Debentures, I deliberately declare it to be a misapplication of said funds.

The ascertainment of this fact I presume to be within the power of this Committee.

WILLIAM SYKES.

Questions submitted to W. C. Evans, Esquire, by the Committee :

1. Are you now, and how long have you been, a Director of the Montreal and Bytown Railway Company?
2. What was the amount of stock you subscribed in the said Company, whether individually or as a partner of Anderson, Auldjo and Company.
3. What was the amount of stock subscribed by private individuals in the said Company, when the contract was entered into for the construction of the road with Messrs. Sykes, De Bergue and Company?
4. What was the amount of stock subscribed by Municipalities?
5. Did you become a party to the contract with Sykes, De Bergue and Company, as agent for W. A. Matthews, who became security for the contractors?
6. Did you know, at the time of the contract, the said W. A. Matthews; and what were his means?
7. Did you know the said firm of Sykes, De Bergue and Company, or the partners thereof, and did you know their means?
8. Had you any authority from the said W. A. Matthews to act on his behalf?
9. Was there any land purchased by the Company for the road, and was the same or any portion thereof paid for?
10. Was there any portion of the road made or begun, and when did the contractors discontinue the works on the road?
11. What was the financial position of the Company, that is, what were the available means of the Company to construct the road, and what the debts of the Company?
12. Had then the debentures of the County of Terrebonne and of the County of Ottawa passed into the hands of the contractors or not?
13. What amount of such debentures had then passed into the hands of the contractors?

14. Was the By-law of the Municipality of the County of Two Mountains, authorizing the taking of stock in the Montreal and Bytown Railway Company, and the issue of debentures for the payment of said stock, contested, and was the contestation pending when the works were discontinued, and has the By-law since been declared void?

15. Did the City Council for the City of Montreal refuse to issue debentures for the stock they had subscribed in the said Company, and on what grounds?

16. When were the Municipal debentures of the County of Terrebonne and Ottawa paid over to the contractors?

17. Was there any portion of the road completed?

18. Did you recommend Messrs. Sykes, DeBergue & Co. to the Directors of Montreal and Bytown Railway Company?

19. Was there any portion of the debentures issued by the Municipal Councils of Terrebonne and Ottawa transferred to you or to the firm of Anderson, Auldjo & Co. to which firm you were one of the partners, and if yea, what amount was so transferred to you or to said firm?

20. Do you know if any portion of said debentures were transferred to any other party or parties, and if yea, to whom and what was their amount?

21. Were you ever authorised by the Company of the Montreal and Bytown Railway Company to exchange the debentures issued by the Terrebonne and Ottawa Municipalities, or any part of them, for Provincial Debentures under the Municipal Loan Fund Act?

22. Were you also authorised by the holders of said debentures to make such an exchange, and state by whom?

23. When were you so authorised to make the exchange?

24. When was the exchange effected, to whom did you apply, to whom did you deliver the Municipal Debentures, and from whom did you receive the Provincial or Municipal Loan Fund Debentures?

25. Had you a written authority from the Council or from the Mayor of Terrebonne, to exchange the debentures issued by Municipal Council of said County, and was it under such authority that the exchange was made?

26. Was there any authority from the Municipality, or from the Mayor of Terrebonne, required when the exchange was made?

27. Was the exchange of the Municipal Debentures of the County of Ottawa made under and in virtue of an authority from the Mayor, or from the Municipality of the County of Ottawa?

28. Was not the exchange of the Municipal Debentures of the County of Terrebonne exchanged on the express condition that an authority from the Municipality or from the Mayor of Terrebonne, should be produced afterwards?

29. When you asked to exchange the debentures, or at any time during the negotiations for said exchange of debentures, did you not produce a joint authority from the Mayor of Terrebonne and from the President of the Montreal and Bytown Railway Company, authorising the agent of the Bank of Montreal at Quebec to receive the Provincial Debentures from the Government or from the Receiver General?

30. Was not some alterations made in the said joint order, and state in what particular?

31. Was it not in virtue of this joint order that you claimed the Provincial Debentures in exchange for the Municipal Debentures?

32. After the alteration had been made in the said joint order, did you apply to the Mayor of Terrebonne, Mr. Papineau, to sanction the alteration, and did he not refuse to do so?

33. Did he not then agree to go to a meeting of the Directors of the Company at Montreal, which was to be held on the 4th June, 1855, when he would give you a final answer?

34. Did he attend at the meeting in question, and was he then solicited to sign or sanction the alteration made in the joint order, and did he refuse to do so?

35. Were the debentures exchanged at the time of the said meeting, and at the time you went to the Mayor of Terrebonne to obtain his sanction to the joint order already mentioned?

36. At the time the exchange was made, was there any of the Municipal Debentures of the Counties of Terrebonne and Ottawa held by any of the following gentlemen; to wit:—C. J. H. Lacroix, Henry Judah, Norbert Dumas, R. H. Lemoine, Wm. Workman, A. M. Delisle, J. L. Beaudry, Dr. Wolfred Nelson, Lemuel Cushing, A. E. Montmarquet; or by the following firms and companies, to wit: Frothingham, Workman & Co., the City Bank, Montreal, the Trust and Loan Company, the Montreal Provident and Savings' Bank?

37. Was there, to your knowledge, any money paid or anything given to the officers of the Municipality, or to any of the officers of the Montreal and Bytown Railway Company, or to any of the public officers through whom the application for the exchange of these Municipal Debentures had to be examined on the exchange to be made either as a remuneration for services rendered, or as present for anything done in connection with the exchange of these Municipal Debentures of the County of Terrebonne or of Ottawa, and if yea, state to whom and in what these consisted?

38. What became of the Provincial Debentures you received in exchange for the Municipal Debentures of the Counties of Terrebonne and Ottawa, to whom were they delivered, and what was their amount?

39. Was the firm of Anderson, Auldjo & Co., a creditor of Sykes, DeBergue & Co., or of the Montreal and Bytown Railway Company when the debentures were exchanged?

40. Were any of the said Provincial Debentures or any part of proceeds thereof paid to any of the Directors or Officers of the Company of the Montreal and Bytown Railway Company, and what amount?

41. Was there any money paid by the Company or by the Directors for expenses in getting the By-laws of the Municipalities passed and sanctioned, what was the amount of said expenses?

42. Were the debentures issued by the County of Terrebonne exchanged for the benefit of Sykes, DeBergue & Co., and their creditors, or for that of the Company of the Montreal and Bytown Railway Company?

Mr. W. C. Evans answered as follows :

1. Yes, and I have been a Director since the first meeting of the shareholders that was called for the purpose of Election of Directors.

2. Five hundred pounds in my own individual name.

3. I have not access to the Books of the Company now, and therefore I cannot say exactly but they will shew.

4. Same as last.

5. I had a power of Attorney from W. A. Matthews, to sign for him as one of the secretaries to the contract, and did so.

6. I had done business for many years previously with the firm of which Mr. Matthews is the active partner, and found him honourable in the highest degree, and very easy in his circumstances. He was at that time Mayor of the borough of Sheffield, England, a position very seldom filled by men of slender means. The firm was, and is now one of the most extensive steel converters and edge tool manufacturers in England.

7. When in England, in the winter of 1853 and 1854, I was introduced to Mr. James Sykes by Mr. Matthews, who informed me that Mr. Sykes' firm which was then James Sykes & Co., could command, directly or indirectly, upwards of a quarter of a million of pounds sterling, and said, at same time, that I would be doing

Canada a great benefit if I could induce them to take up some of our railways. I was also shewn letters from the Hon. Joseph Howe, Provincial Secretary of the Province of Nova Scotia, who, when in England, had gone to some trouble to enquire about their means, and he wrote in similar terms of them, and I was also shewn letters from Earl Fitzwilliam, and from parties and Companies for whom James Sykes & Co. had entered upon, and fulfilled contracts with, which spoke highly of them, and I received a good report of them from all my friends of whom I made enquiries.

8. Yes, it is deposited by "*acte de dépôt*" with I. J. Gibb and colleague, and I will produce a copy if required as soon as possible.

9. Same as No. 3.

10. The road was begun in several places, and was not discontinued until some time after the death of Mr. James Sykes, say during the subsequent winter.

11. Same as No. 3.

12. Yes all of them in one payment.

13. Same as No. 3.

14. To the best of my knowledge and belief it was.

15. Yes, they refused upon the ground that the security was "not satisfactory" to them, because the parties resided out of Canada.

16. In the latter end of April or beginning of May, 1854.

17. The portion between Carillon and Grenville was nearly complete.

18. Before the Company was organised I did to the provisional directors, and up to the time that I myself was elected a director by the shareholders, I acted on behalf of James Sykes & Co. which was the firm until about October, 1853.

19. No portion of the Debentures ever came to me or the firm of which I am a member from either the Montreal and Bytown Railway Company, or the Municipalities of Terrebonne or Ottawa, a portion were received by us from Messrs. Sykes, De Bergue, & Co., but as I have not the books of our firm here I cannot state the amount exactly. These were placed in our hands as collateral security for the due payment of William Sykes' drafts upon his brother and others in England, several of which maturing, after James Sykes' death, were not paid them and we had to pay them.

20. They were all paid over by the Montreal and Bytown Railway Company to Messrs. Sykes, De Bergue, & Co., who made disposition of them some through the Bank of British North America and some to the firm of Anderson, Evans & Co.

21. Yes to exchange them.

22. Yes, by Messrs. Sykes, De Bergue & Co.

23. In the end of April or beginning of May, 1855.

24. On the 16th May, 1855, and to the Deputy Receiver General, from whom I received the Provincial ones.

25. I had, but they were not exchanged in that authority.

26. I thought there was, but the Deputy Receiver General thought differently.

27. No, they were exchanged upon the same principle as those of Terrebonne.

28. No.

29. I did, but they were returned to me not being required or deemed necessary.

30. Yes, but it was put back into its original state upon Mr. Papineau refusing to agree to its alteration. Can produce it if required.

31. Yes, but the Deputy Receiver General did not think it necessary.

32. Yes, but he refused.

33. As well as my memory serves me, I think he did.

34. I believe he did, and that he refused. I was present at a meeting of the Directors about that time and he refused to sign.

35. Yes.

36. Not to my knowledge.

37. Same as No. 3.

38. They were the property of Messrs. Sykes, De Bergue & Co., and were delivered to the parties who held them as collateral security for the repayment of advances to them. Those parties were the Bank of British North America and Anderson, Evans & Co.

39. Of both Sykes, De Bergue & Co., and the Montreal and Bytown Railway Company, that is the firm of Anderson, Evans & Co., (not Anderson, Auldjo & Co.,) and are so now also.

40. To the best of my knowledge and belief, no.

41. Same as No. 3.

42. For the benefit of the creditors of Messrs. Sykes, De Bergue & Co., who were represented by the Bank of British North America and ourselves, and who held them as collateral security for advances made upon them.

W. C. EVANS.

Toronto, 7th May, 1856.

In further answer to question No. 42, I would say the Montreal and Bytown Railway Company had the indirect interest in them in so far as their contractors being benefitted by the exchange the road would be the sooner completed by them.

W. C. EVANS.

[No. 233.]

By-law of the Council of the City of Montreal to authorize the Corporation to take Stock in the Montreal and Bytown Railroad Company, and to issue Bonds therefor.

Whereas a Railroad from the City of Montreal to Bytown, in the Ottawa District of Canada West, which shall run across the Island of Montreal, in a line or direction north of the Mountain of Montreal and have a terminus within the limits of the said City, north of St. Lawrence Street, in the St. Lawrence Ward of this City, will promote the trade and prosperity of the said City; and it is desirable and necessary to aid in the establishment and formation of such a road.

At a Special Meeting of the Council of the City of Montreal, held in the City Hall of the said City of Montreal, the first day of August, in the now year of Our Lord one thousand eight hundred and fifty-three, under and by virtue of the Act of the Provincial Legislature, 14 and 15 Vic., cap. 128, in the manner and after observance of all the formalities prescribed in and by the said Act; at which said meeting not less than two-thirds of the members of the Council to wit, the following members thereof, are present, viz:—His Worship the Mayor the Hon. Charles Wilson, Aldermen Whitlaw, Whitney, Trudeau, Valois, Larkin, Councillors Tiffin, Cuvillier, Starnes, Corse, Campbell, Marchand, Labelle, Bleau, Adams, Mussen, Homier, M'Cambridge, Bronsdon, Thompson, Coursol, and Papin.

It is ordained and enacted by the said Council, and the said Council do hereby ordain and enact, subject to the consent of a majority of the qualified electors of the City of Montreal first had and obtained, in the manner stipulated and provided for, in and by the Act 14 and 15 Vic., cap. 51.

Section 1. That upon the conditions and terms hereinafter stipulated and provided for, the Mayor of the said City shall be, and he is hereby authorized and required, for and on behalf of the Corporation of this City, to subscribe for and take

4000 shares in the stock of the Montreal and Bytown Railroad Company, chartered by Act of the Parliament of this Province.

Sec. 2. That the Mayor and Council of the said City are hereby authorized and empowered to borrow such sum or sums of money as may and will be required to pay the subscription for the said 4000 shares so required by the preceding Section of this By-law, to be taken in the chartered stock of the said Montreal and Bytown Railroad Company, and the interest thereon, as the same may be required to be paid, from time to time, by instalments or otherwise, as the construction of the said Railroad shall be proceeded with to completion; and for the purpose of borrowing the said sum or sums of money to pay the said subscription and the interest thereon as aforesaid, or for the payment or satisfaction of the same directly, if desirable, the said Mayor and Council of the said City, shall be and they are hereby authorized and required, from time to time, and as often as may be necessary, to issue, sell and dispose of Bonds or Debentures of the said Corporation of the said City of Montreal, signed by the Mayor of the said City and countersigned by the City Clerk thereof, for a sum or sums not exceeding in all, the sum of one hundred and twenty-five thousand pounds currency, the said bonds to bear interest at six per cent. per annum, payable semi-annually; to be payable not less than twenty-five years after date; and not to be issued for sums of not less than one hundred pounds each.

Sec. 3. That the said Mayor shall not be authorized to subscribe for the said stock, nor the said Mayor and Council to borrow money or issue bonds or debentures of the said Corporation therefor, in the manner provided for in and by the two preceding Sections of this By-law, except upon the following express terms and conditions, to wit:

1stly. That the whole amount of the chartered stock shall be first subscribed for, and taken up, by *bona fide* and responsible stockholders.

2ndly. That a *bona fide* contract or contracts shall be made for the construction of the whole of the road from Montreal to Bytown, and good and sufficient security shall be given to the satisfaction of the Council of the said City, for the fulfilment and execution of the said contract or contracts.

3rdly. That the line of the said road shall run north of the Mountain of Montreal, and that the said road shall have a terminus within the said City, north of St. Lawrence Street, and below or east of the Côte à Baron therein.

4thly. That the Council of this City shall not be called upon to pay or contribute, for, or on account of the stock to be subscribed for, under this By-law, except in proportion *pro rata*, with all other stockholders; and that the stock to be subscribed for, under this By-law, shall be payable at the option of the said Council of this said City, either in money or in bonds or debentures of the Corporation, to be issued under the authority of this By-law, which bonds or debentures, if offered in payment of the said stock, shall in all cases be taken at a par value.

5thly. That neither in the event of its being necessary at any time hereafter to augment the capital stock of the said Montreal and Bytown Railroad Company, or of any other contingency or event whatsoever, shall any privilege, preference, or advantage, attach, or be given to, any new or additional stock, over the stock subscribed for, or held by the said Corporation; nor shall any privilege preference or advantage be allowed or given to the subscribers to, or holders of the said new or additional stock, in preference, or to the prejudice, of the said Corporation.

6thly. That the said Montreal and Bytown Railroad Company, bind and oblige themselves, that if ever they form a junction with the North Shore Railroad from Quebec, or with any other Railroad from Quebec, or any other place north of the Island of Montreal, such junction shall be made within the limits of the City of Montreal, and no where else.

And lastly. That, according to the requirements of the said Act 14 and 15 Vic., cap. 51, this By-law be submitted to the qualified electors of the City of Montreal,

after public advertisement thereof, in the manner and for the number of times provided for, in the said Act, and that it be adopted with the consent of a majority of the said electors, to be ascertained by the votes of the said electors, to be taken in the same manner as is provided in the Act of Incorporation of the said City for the election of Mayor and Councillors, in the City Hall of the said City of Montreal, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon, each day, from Thursday the first, to Thursday the fifteenth day of September next, both days inclusive.

(Signed)

CHARLES WILSON, Mayor.

[L. S.]

(True Copy,)

HENRY STARNES, Mayor.

J. P. SEXTON, City Clerk.

Public Notice

Is hereby given that, in accordance with the provisions of the Act 14th and 15th Vict., cap. 51, the By-law of the Council of the City of Montreal, intituled No. 233, "To authorise the Corporation to take stock in the Montreal and Bytown Railway Company, and to issue debentures for the same," read at the sitting of the Council held at the City Hall on Monday the First day of August, 1853, will be submitted to the qualified voters of the City of Montreal, for their approval and the adoption thereof by a majority of the said Electors, by their vote upon the said By-law, at the City Hall of the said City of Montreal, between Ten of the clock in the forenoon and Four of the afternoon, each day, from Thursday the First until Thursday the Fifteen day of September next, both days inclusive, and all the qualified voters of the said City of Montreal are hereby notified that certificates of their qualification to vote for the adoption and rejection of the said Bylaw will be ready and can be procured by applying at the office of the undersigned at the City Hall, between Ten of the clock in the forenoon and Four in the afternoon, each day, from Thursday the First until Thursday the Fifteenth day of September, both days inclusive.

J. P. SEXTON.

City Clerk.

Office of the City Clerk,
City Hall,
Montreal, 6th August, 1853.

 [No. 237.]

By-law of the Council of the City of Montreal, to authorize the Corporation of this City to take Stock in the Montreal and Bytown Railroad Company, and to issue bonds therefor, in conformity with the consent to that effect, given by a majority of the qualified Electors of this City, in the manner prescribed by the Act 14 and 15 Vict., cap. 51.

Whereas this Council, by a By-law thereof, made on the 1st day of August last past, ordained and enacted, that upon the conditions and terms in the said By-law stipulated, the Mayor of the said City should be authorized and required, for and on behalf of the Corporation of the said City, to subscribe for and take 4,000 shares in the stock of the Montreal and Bytown Railroad Company, chartered by Act of the

Parliament of this Province; and whereas it was especially stipulated in the said By-law, amongst other terms and conditions therein set forth, that according to the requirements of the Act 14 and 15 Vict., cap. 51, the said By-law should be submitted to the qualified Electors of the City of Montreal, after public advertisement thereof, in the manner and for the number of times provided for in the said Act, and that it should be adopted with the consent of the majority of the said Electors, to be ascertained by the votes of the said Electors, to be taken in the manner provided for by law, and in the said By-law more especially detailed; and whereas, after public advertisement thereof, in the manner and for the number of times provided for in the said Act, 14 and 15 Vict., cap. 51, the said By-law was submitted to the qualified Electors of the City of Montreal for their votes thereon, from the 1st to the 15th days of September last past, both days inclusive; and whereas it appears by the return and report of the Board of Revisers, appointed by law to take and receive the said votes of the said qualified Electors aforesaid, that a majority of the qualified Electors have, by their said votes, consented to the adoption of the said By-law, and that the said majority have thereby consented, that upon the conditions and terms in the said By-law enumerated, and hereinafter also stipulated and set forth, the Mayor of the said City shall, for and on behalf of the said Corporation, subscribe for and take 4,000 shares in the stock of the said Montreal and Bytown Railroad Company: and that the said Mayor and Council of the said City shall be authorized to borrow such sums of money as may be necessary to pay the said subscription for the said 4,000 shares of the said Railroad stock and the interest thereon, as the same may be required to be paid; and that for the purpose of borrowing the said sum or sums of money to pay the said subscription and interest thereon, the said Mayor and Council shall moreover be authorized to issue, sell and dispose of bonds or debentures of the said Corporation, for a sum or sums not exceeding in all the sum of £125,000 cy., payable in not less than 25 years after the date thereof respectively, and bearing interest at six per cent. per annum, payable semi-annually, and whereas all the conditions, stipulations and requirements of law, and especially of the said Act 14 and 15 Vict., cap. 51, in regard to the said By-law, have been in the preceding, and in every other respect, fulfilled, complied with and executed.

At a Special Meeting of the Council of the City of Montreal, held in the City Hall of the said City of Montreal, this fifth day of October, in the now year of Our Lord One Thousand Eight Hundred and fifty-three, under and by virtue of the Act of the Provincial Legislature, 14 and 15 Vict., cap. 128, in the manner and after observance of all the formalities prescribed in and by the said Act; at which said meeting not less than two-thirds of the members of the Council to wit, the following members thereof, are present, viz:—His Worship the Mayor; Aldermen Grenier, Whitlaw, Leclaire, Trudeau, Valois, Councillors Tiffin, Cuvillier, Starnes, Marchand, Labelle, Bleau, Adams, Goyette, Mussen, Honier, M'Cambridge, Bronsdon, Thompson, Coursol, and Papin.

It is ordained and enacted by the said Council, and the said Council do hereby ordain and enact:—

Section 1. That the said By-law of the Council, No. 233, made on the said 1st day of August, last past, and intituled, "By-law of the Council of the City of Montreal, to authorize the Corporation to take Stock in the Montreal and Bytown Railroad Company, and to issue Bonds therefor," shall be, and the same is hereby adopted and confirmed by this Council—all the requirements of law, and especially of the said Act 14 and 15 Vict., cap. 51, in relation to the said By-law, having been in every respect, complied with and fulfilled.

Sec. 2. That in consequence, the Mayor of this said City shall be, and he is hereby authorized and required, upon the terms and conditions hereinafter enumerated, to subscribe for and take 4,000 shares in the stock of the Montreal and Bytown Railroad Company, chartered by Act of the Parliament of this Province.

Sec. 3. That the Mayor and Council of the said City, are hereby authorized and empowered to borrow such sum or sums of money as may and will be required to pay the subscription for the said 4000 shares so required to be taken in the Chartered Stock of the said Montreal and Bytown Railroad Company, and the interest thereon, as the same may be required to be paid, from time to time, by instalments or otherwise, as the construction of the said Railroad shall be proceeded with to completion; and for the purpose of borrowing the said sum or sums of money to pay the said subscription and the interest thereon as aforesaid, or for the payment or satisfaction of the same directly, if desirable, the said Mayor and Council of the said City, shall be, and they are hereby authorized and required, from time to time, and as often as may be necessary, to issue, sell and dispose of Bonds or Debentures of the said Corporation of the said City of Montreal, signed by the Mayor of the said City and counter-signed by the City Clerk thereof, for a sum or sums, not exceeding in all, the sum of one hundred and twenty-five thousand pounds currency, the said bonds to bear interest at six per cent. per annum, payable semi-annually; to be payable not less than twenty-five years after date; and not to be issued for sums of less than one hundred pounds each.

Sec 4. That the said Mayor shall not be authorized to subscribe for the said stock, nor the said Mayor and Council to borrow money or issue Bonds or Debentures of the said Corporation therefor, in the manner above provided for, except upon the following express terms and conditions, to wit:

1stly. That the whole amount of the Chartered Stock shall be first subscribed for, and taken up, by *bona fide* and responsible stockholders.

2ndly. That a *bona fide* contract or contracts shall be made for the construction of the whole of the Road from Montreal to Bytown, and good and sufficient security shall be given to the satisfaction of the Council of the said City, for the fulfilment and execution of the said contract or contracts.

3rdly. That the line of the said Road shall run North of the Mountain of Montreal, and that the said Road shall have a terminus within the said City, North of St. Lawrence Street, and below or East of the Côte à Baron therein.

4thly. That the Council of this City shall not be called upon to pay or contribute, for, or on account of the Stock to be subscribed for, under this By-law except in proportion, *pro rata*, with all other Stockholders; and that the Stock to be subscribed for, under this By-law, shall be payable, at the option of the said Council of this said City, either in money or in Bonds or Debentures of the Corporation, to be issued under the authority of this By-Law, which bonds or debentures, if offered in payment of the said Stock, shall in all cases be taken at a par value.

5thly. That neither in the event of its being necessary at any time hereafter to augment the Capital Stock of the said Montreal and Bytown Railroad Company, or of any other contingency or event whatsoever, shall any privilege, preference or advantage, attach, or be given to, any new or additional Stock, over the Stock subscribed for, or held by the said Corporation; nor shall any privilege, preference or advantage be allowed or given to the subscribers to, or holders of the said new or additional Stock, in preference, or to the prejudice, of the said Corporation.

6thly. That the said Montreal and Bytown Railroad Company, bind and oblige themselves, that if ever they form a junction with the North Shore Railroad from Quebec, or with any other Railroad from Quebec, or any other place

north of the Island of Montreal, such junction shall be made within the limits of the City of Montreal, and no where else.

(Signed,)

CHARLES WILSON, Mayor.

[L. S.]

(True Copy,)

HENRY STARNES, Mayor.

J. P. SEXTON, City Clerk.

Extract from the Minutes of a Quarterly Meeting of the Council of the City of Montreal, held on Monday, the Eleventh day of December, 1854.

Present :—His Worship the Mayor ; Aldermen Grenier, Whitlaw, Atwater, Leclaire, Whitney, Larkin, Trudeau, Homier, Bronsdon ; Councillors Cuvillier, Starnes, Adams, McCambridge, Lynch, Montreuil, Thompson, Coursol, Valois, Campbell, Day, Lyman, Ricard, and Hibbard.

A report was brought up and read, from the Finance Committee, on the demand made to pay the amount of a call on shares of stock in the Montreal and Bytown Railway Company.

Alderman Whitney moved, seconded by Alderman Leclaire :

That the said Report be received and adopted.

Councillor Starnes moved in amendment, seconded by Councillor Valois :

That the consideration of the said Report be postponed until the Montreal and Bytown Railroad Company shall lay before this Council the stock-book, to enable the members thereof to ascertain if the whole amount of the chartered stock has been subscribed for and taken up by *bona fide* and responsible stockholders, in accordance with the first condition imposed by the By-law authorising the Corporation to take stock in the said road.

And the question being put on the motion in amendment,

The Council divided thereon :

Yeas :—Councillors Lyman, Campbell, Valois, Starnes,—Aldermen Homier, Trudeau, Larkin, Atwater, and Grenier,—9 ;

Nays :—Councillors Hibbard, Ricard, Day, Coursol, Thompson, Montreuil, McCambridge, Lynch, Adams, Cuvillier,—Aldermen Bronsdon, Whitney, Leclaire, and Whitlaw,—14.

So it passed in the negative.

Councillor Ricard moved in amendment, seconded by Councillor Thompson :

That the said Report be amended by adding the following words thereto, viz. :

“ That the Company shall bind themselves not to extend the delay given to the Contractors for the construction of the road, which delay is of four years from the date of the contract between the parties.”

Which was carried unanimously, and resolved accordingly.

The question being put on the main motion as amended,

The Council divided thereon :

Yeas :—Councillors Hibbard, Ricard, Day, Coursol, Thompson, Montreuil, McCambridge, Lynch, Adams, Cuvillier ; Aldermen Bronsdon, Whitney, Leclaire, and Whitlaw,—14 ;

Nays :—Councillors Lyman, Campbell, Valois, Starnes,—Aldermen Homier, Trudeau, Larkin, Atwater, and Grenier,—9.

So it was carried in the affirmative, and resolved accordingly.

REPORT.

To His Worship the Mayor, Aldermen and Citizens of the City of Montreal, the Finance Committee respectfully report :

In reference to the demand made by the Montreal and Bytown Railway Company, upon the Corporation of the City, to pay the amount of a call upon shares of stock, alleged by the Railway Company to have been subscribed for by the Corporation of this City.

That at the written request of the President of the Montreal and Bytown Railway Company, Your Committee had a conference with the President and Directors of the Company, that the result of the conference has been the accompanying letter from the President of the Company, communicating that with a view of affording every possible guarantee for the performance of the works, the Company offered to observe and fulfill the following conditions, viz. :

1. That the Company shall deposit, as collateral security to the Corporation, the sum of £25,000 currency, (say twenty-five thousand pounds, currency,) of the Company's debentures, which shall be returned to the Company after the railway shall be opened to passengers and traffic, between the City of Montreal and Grenville.

2. That the Corporation shall only be called upon to pay, as the works progress, between Montreal and Carillon, at the rate of twenty-five per cent. on work done, and money expended; the amount due to be ascertained by a competent Engineer, named by the Corporation and paid by the Company.

3. That the works and railway shall be first commenced and prosecuted in the City of Montreal, and continued outwards towards Carillon.

4. That the interest on any payment to be made by the Corporation, shall only date and be reckoned from and after the day the issue of the debentures to the Company shall be ordered by the Council.

Your Committee are of opinion that, taken in connexion with the sureties in England, (which they recommend the Council not to forego,) the above enumerated terms and conditions will afford to the Council, that good and sufficient security, which is required by the By-law of this Council, No. 237, to be given to the satisfaction of the Council for the fulfillment and execution of the contract, for the making and completion of the said Montreal and Bytown Railway; and they recommend that it be so declared by this Council : and further, that as the work of the said Railroad will be proceeded with, from Montreal outwards towards Carillon, progressively, this Council do issue bonds on account thereof, in favor of the said Company, in the proportions and manner and at the periods stipulated for in the terms and conditions embodied in Mr. Delisle's letter and hereinbefore enumerated.

The whole nevertheless respectfully submitted.

(Signed,)

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"

"

H. H. WHITNEY, Chairman,
JOHN J. DAY,
ROLLO CAMPBELL,
FRS. LECLAIRE,
MAURICE CUVILLIER.

Committee Room, City Hall,
Montreal, 7th December, 1854.

(Certified,)

J. P. SEXTON, City Clerk.

H. STARNES, Mayor.

The Company having failed to fulfill the conditions stipulated in the foregoing report, no bonds were issued.

J. P. SEXTON, City Clerk.

TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

TWENTY-SIXTH REPORT

OF THE

COMMITTEE ON PRIVATE BILLS.

ERECTION OF A

TOWN HALL IN THE TOWNSHIP OF CORNWALL.

21st January, 1856.

The Standing Committee on Miscellaneous Private Bills beg leave to present the following, as their Twenty-sixth Report:—

In obedience to the instruction of Your Honorable House, Your Committee have the honor to report the Preamble of the Bill to legalize a certain By-Law of the Municipal Council of the Township of Cornwall, and the evidence taken which moved them to report that the Preamble was not proven.

The Preamble is as follows:—

WHEREAS, it appears by a Petition from the Municipal Council of the Township of Cornwall, presented to Parliament at the present Session, that on the twenty-second day of February, 1855, the said Municipal Council, acting on the Petition of a large number of the freeholders of the said Township, praying them to erect a Town Hall for the use of the said Township, adopted a By-Law to raise by Debentures the sum required for the purchase of a site, and erecting a Town Hall thereon; That the said By-Law was duly published in the manner pointed out by the Act 14 and 15 Vic. cap. 109; for three months from the first day of March, 1855, and was finally passed by the said Council on the eleventh day of June, 1855, the day appointed in the notice appointing the day for the adoption of the said By-Law; That a site was purchased and a Town Hall erected thereon, and opened for use on the Annual Township Meeting in January last, and has since been used for the Meetings of the said Council; That Debentures were issued by authority of the said By-Law for £475, currency, which, with the sum of twenty-five pounds paid by the Council, was expended in the purchase of a site, and erection of the Town Hall; and that £200, part of the Debentures aforesaid, have been redeemed; That the said By-Law was finally passed on the eleventh day of June, 1855, after the passing of the Act 18 Vic.

cap. 133, which requires that all By-Laws for raising money by loan should be submitted to the Electors for ratification; And the said Council have further set forth in the said Petition, that at the time of adopting the said By-Law, they were not aware of the passing of the said Act, altering the mode of sanctioning a By-Law for raising a loan, and were not made aware of the facts until some months afterwards; And whereas, the said Council have, by their said Petition, prayed that an Act may be passed to remove any doubt that may exist as to the legality of the said By-Law, and to legalize the same, and it is expedient to grant their prayer.

The following is the evidence laid before the Committee, which moved them to report the Preamble not proven.

1.—Petition from the Rate-payers of the Township of Cornwall, to the Reeve and Council of the Township, praying for the erection of a Township Hall.

2.—By-Law of the Township Council, for raising £500 by loan to build a Township Hall.

3.—Copy of Letter from the Deputy Receiver General, stating that the consent of the Governor General was not required to the said By-Law.

4.—Contract for erection of the Township Hall.

5.—Extract from the "Cornwall Freeholder" of 13th March, 1855, containing an account of a public meeting of the inhabitants of the Township of Cornwall on the preceding day, for the purpose of expressing disapprobation of the above mentioned By-Law, then before the Council; and also, a letter from Mr. Alexander E. McDonald to the Editor, upon the subject.

6.—Petition presented to the House during the present Session, from the Municipality of the Township of Cornwall, for the confirmation of the said By-Law.

7.—Petition of John A. Queen and others, of the Township of Cornwall, against the Bill.

A. POLETTE,

Acting Chairman.

No. 1.

To the Honorable the Reeve and Council for the Township of Cornwall, in Session Assembled; January, 1855.

The undersigned, Freeholders and Householdors of said Township beg leave to approach your Honorable Council by Petition; shewing that for a quarter of a century or more your Petitioners have suffered much inconvenience from cold and otherwise, and even pecuniary loss, by not having a suitable Hall or place to hold the Annual Town Meetings, as also to transact the public business general of said Town. Your Petitioners are also aware that from the rapidly increasing amount of public documents, accumulating from the labors of the Corporation, as also what is annually furnished by the Legislature and other sources, it is necessary that there should be some place of safe-keeping for the same.

Your Petitioners would suggest to Your Honorable Council, the propriety of exercising the authority vested in you by the Municipal Act of 1850, to erect a suitable and furnished Town Hall, located as near as practicable; geographically, and

statistically central, and with a view to carry out our suggestions with regard to said Hall as regards taxation, Your Petitioners would suggest to Your Honorable Council the propriety of letting the roads go without any money appropriation for one year, and concentrate a larger amount of statute labor instead upon the roads for the current year, and levy the usual amount, which has been for roads, to the building a Town Hall, thereby building the same without any increase to the tax of last year.

Hoping a favorable result from your deliberations in the matter, Your Petitioners, as in duty bound, will ever pray.

John Fulton,
 William Wood,
 Archibald Winter,
 Samuel Wood,
 Gordon Eaman,
 William McCummins,
 Clark Gray,
 Robert Nevens,
 Robert Brown,
 Benjamin Wood,
 Alexander Wenley,
 John F. Popst,
 Joseph McEwen,
 John McBride,
 Henry Rueport,
 George Runnins,
 Benjamin G. Runnins,
 William Wereley,
 Archibald Thompson,
 Francis Markle,
 Reuben Wereley,
 Robert Arbuthnot,
 Hector Thompson,
 Hugh Thompson,
 Robert Thompson,
 George Bendar,
 David Tilton,
 Thomas Washburn,
 William Irvine,
 William Van Camp,
 Philip H. Empey,
 Patrick Wheeler,
 Thomas Welsh,
 William Forsyth,
 Amos Rombough,
 Philip Runniers,
 William Abrams,
 Reuben Abrams,
 Sewall Cutler,
 James Rea,
 Alexander E. Forsyth,
 John Forsyth,
 Abijah Christie,
 Martin McDonough,
 James E. Forsyth,
 George Annable,

David Gallinger,
 David Alguire,
 Michael Myers,
 Philip Myers,
 Alexander Popst,
 Levi Runnins,
 Louis Fortier,
 John E. Dixson,
 John Raymond,
 George Eamer,
 John Eamer,
 Michael Cook,
 William Sheets,
 Calvin Miller,
 John Sheets,
 James Raymond,
 George H. Mattice,
 Ira Raymond,
 James Anderson,
 Elijah Winters,
 George Raymond,
 George Warson,
 Ira Washburn,
 John Annable,
 John Marshal,
 John Irvine,
 Simon Fetterly,
 Vincent Bushy,
 Thomas Appleton,
 Richard Lewis,
 George Polly,
 W. H. Dixson,
 William Polly,
 William H. Miller,
 William F. Sheets,
 William Stores,
 Abraham Van Alstine,
 Jacob Sheets,
 James Stores,
 J. W. Bisbie,
 John McDonald,
 Elkanah Irvine,
 Stephen Forsyth,
 James McAvery,
 Olpheus Barnhart,
 Thomas Moss,

Patrick Welsh,
George Sheets,
John W. Forrester,
William Fickes,
John Rombough,
Aaron Welsh,
Hiram Raymond,
Richard Dunevan,
John F. Fickes,
Nahum Fickes,
Benjamin Thompson,
Thomas Thompson,
Frederick Sheets,
Jacob H. Fickes,
Peter Brasau,
John Crafort,
John McDonald,
John Grant,
Martin McMartin,
George Anderson,
Thomas Anderson,
Cole McDonald,
John D. Campbell,
John D. McDonald,
Duncan McDonald,
Donald Miller,
Ewen R. McDonald,
John Liney,
William Murdoch,
Peter FitzPatrick,
Andrew Dusler,
Michael Lally,
William S. Wood,
Stephen Wood,
Stephen Wood, senior,
Job Wood,
Solomon Carpenter,
John Ross,
Alexander Ross,
George Ross,
James Blackader,
John Marsh,
James Millroy,
John Barlow,
John Millroy,
Alexander Mullen,
Robert P. Eastman,
Robert McKay,
N. Eastman,
John Johnston,
Robert Millroy,
Adam Johnston,
George Callinger,
Donald McLeod,
Alexander McLeod,

John Lyell,
Hiram Annable,
Tunis Van Camp,
David Thompson,
David A. Rombough,
George J. Dixon,
Hugh Thompson,
Hiram Chapel,
Antoine Rivieu,
Robert Thompson,
Allan Ross,
Louis Carpenter,
Michael Snitsinger,
Israel Brooks,
Levi Barnhart,
James A. Shearer,
Robert Maxwell,
Samuel Clingan,
George Tyrall,
David Tait,
John Smith,
James Robertson,
George Robertson,
Peter Tait,
W. Kezar,
W. S. Hawkes,
Peter Forbes,
James Armstrong,
George Prescod,
Guay Cutler,
William Bennet,
Charles Latrace,
John Latrace,
James Bowen,
Simon W. Ault,
Henry Runnions,
Stephen Runnions,
Robert-B. Wright,
James Groves,
William Bridge,
Nadab Johnston,
George Groves,
Benjamin Z. Johnston,
Thomas Henderson,
David Henderson,
Alexander McDonald,
Elijah McNairn,
Sam Hart,
John Phillips,
Michael Hartle,
Jacob Gallinger,
Archibald C. Phillips,
William C. Phillips,
James Myers,
Philip Silner,

Robert Johnson,
R. Anderson,
William Eamer,
Henry Crites,
William McGlaughlan,
John S. Anderson,
Rufus Johnston,
Philip Eamer,
Godfrey Myers,

John Gravelly,
Robert C. Eastman,
Thomas Johnson,
Alexander McMillan,
John Millroy,
John White,
Mathias Snitsinger,
Daniel Alguire,
George Popst,

I hereby certify the above to be a true copy of the original Petition.
Given under my Hand and Seal this 17th day of March, 1856.

DAVID THOMPSON,
Township Clerk.

No. 2.

BY-LAW of the Municipality of the Township of CORNWALL to authorize the raising of a LOAN of Five Hundred Pounds.

WHEREAS it is necessary and expedient that a Town-Hall be erected for the use of the said Municipality: And whereas it is necessary that a Loan or Debt of five hundred pounds be contracted or created for the purpose of raising funds for the constructing of such Town Hall: And whereas the said loan or debt is to be paid by the said Municipality at the times and in manner following: that is to say, the sum of two hundred pounds, with the interest due on the whole amount borrowed or raised by virtue of this By-law from the date of Debentures to be issued, as hereinafter provided, on the first day of February, which will be in the year of Our Lord one thousand eight hundred and fifty-six, and the sum of three hundred pounds, with interest from the day and year last aforesaid, on the first day of February, which will be in the year of Our Lord one thousand eight hundred and fifty-seven.

2nd. And whereas the amount required to be raised annually, according to the one hundred and seventy-seventh section of the Upper Canada Municipal Corporations' Act, of one thousand eight hundred and forty-nine, as a special rate for the payment of such debt or loan and the interest thereof, within the time hereby limited for the satisfaction and discharge of such debt or loan, at the day and time when the same shall become payable, according to this By-law, is the sum of two hundred and seventy-four pounds.

3rd. And whereas the amount of the whole rateable property of the said Township of Cornwall, according to the assessment returns for the same for the year of Our Lord one thousand eight hundred and fifty-five, being the financial year next preceding that in which this By-law is passed, is the sum of one hundred and fifty-eight thousand pounds.

4th. And whereas the annual rate in the pound upon such rateable property required as a special rate for the payment of the said interest, and for the creation of a sinking fund for the payment of the principal of such debt or loan, according to the requirements of the said one hundred and seventy-seventh section of the Municipal Corporations' Act, above mentioned, is the sum of one farthing and three-fourths of a farthing on the pound in addition to all other rates whatever.

Be it therefore enacted, a By-law of the said Municipality, that the said Municipality be and the same is hereby authorized to create and contract the said loan to the amount of five hundred pounds, and that the same shall be raised and by the issuing of Debentures of twenty-five pounds each to a number not exceeding twenty.

And be it further enacted that the said Debentures shall be dated on the day they are issued respectively, and shall be under the seal of the said Municipality, and shall be signed by the Reeve and countersigned by the Clerk thereof, and shall bear interest thereon, as aforesaid, at the rate of six per centum per annum, from the day of their respective dates.

And be it further enacted, that eight of the said Debentures, being the sum of two hundred pounds, shall be payable with the interest thereon, as aforesaid, on the first day of February, which will be in the year one thousand eight hundred and fifty-six, together with the interest on so many of the said Debentures as shall be issued over and above the said number of eight from the day of their respective dates; and that the following balance of the said loan shall be paid, with interest, from the said first day of February, in the year one thousand eight hundred and fifty-six, on the first day of February, which will be in the year one thousand eight hundred and fifty-seven.

And be it further enacted, that a special rate of one farthing and three-fourths of a farthing on the pound upon all the rateable property in the said Municipality be levied and collected in each of the years one thousand eight hundred and fifty-five, and one thousand eight hundred and fifty-six to pay the said loan, and the interest thereon as aforesaid; and the collector of the said Township is hereby authorized and required to collect the same in the same manner as other rates are levied and collected by law.

And be it further enacted, that the said rate of one-farthing and three-fourths of a farthing on the pound, is a special rate to be levied on each year as aforesaid, over and above and in addition all other rates whatsoever.

And be it further enacted, that this By-Law shall take effect, and come into operation, on the eleventh day of June, in the year one thousand eight hundred and fifty-five, the financial year in which the same is passed.

NOTICE.—The above is a true copy of a proposed By-Law, to be taken into consideration by the Municipality of the Township of Cornwall, in the County of Stormont, one of the United Counties of Stormont, Dundas, and Glengarry, at Eamer's Corners, in the said Township, on the eleventh day of June, 1855, at the hour of ten o'clock in the forenoon, at which time and place the Members of the said Municipality are hereby required to attend for the purpose aforesaid.

Certified Copy, given under my hand and Seal, this 17th day of March, 1856.

DAVID THOMPSON,
Township Clerk.

Dated the 22nd day of February,
1855.—Adopted.

No. 3.

(Copy.)—(No. 243.)

RECEIVER GENERAL'S OFFICE,

Quebec, 27th July, 1855.

Sir,—I have the honor to inform you that the By-law of the Municipality of the Township of Cornwall, to authorize the issuing of Debentures of the Municipality to the amount of £500, currency, having been referred to the Law Officers of the Crown, was duly reported upon.

The Law Officers of the Crown are of opinion that the consent of the Governor General is not required in this case, as the Municipality above referred to has not borrowed from the Consolidated Municipal Loan Fund Acts.

I have the honor to be, Sir,

Your most obedient Servant,

(Signed,) C. E. ANDERSON,
D. R. G.R. MACDONALD, Esquire,
Municipal Treasurer, Cornwall.**No. 4.**

A GREEMENT made and entered into this nineteenth day of May, in the year of Our Lord one thousand eight hundred and fifty-five, between the Municipality of the township of Cornwall, in the County of Stormont, of the one part; and Robert McKay, of the township of Cornwall aforesaid, Builder, and Alexander Bilsland, of the town of Cornwall, in the said County of Stormont, Builder, of the other part.

Whereas the said parties of the second part, in pursuance of public advertisement, have offered by Tender to erect, build and finish a Township Hall within the Township of Cornwall aforesaid, on the part of the East half of lot number eighteen, in the fourth concession of the said Township, at or for the price or sum of Four hundred pounds; and the said Tender having been accepted by a Committee authorised by a certain By-Law of the said Municipality, having date the sixteenth day of April, one thousand eight hundred and fifty-five. It is witnessed that in consideration of the sum of four hundred pounds of lawful money of Canada, to be paid by the said Municipality, of the said Township of Cornwall, to the said parties of the second part, on the days and in the proportions hereinafter mentioned, the said parties of the second part do hereby agree with the said Municipality to erect, build and finish the said Township Hall, in the said Township of Cornwall, on the part of the East half of the said lot, number eighteen in the fourth concession of the said Township of Cornwall, agreeable to, and in conformity with, the specification and plans hereunto annexed, and respectively numbered 1, 2, and 3, identified also by the Seal of the said Municipality to each of the said papers; the said parties of the second part finding and providing all and all manner of labor, tools, materials, and every requisite to complete the said building and work, and to abide by all the stipulations, provisions, and expenses to the fullest extent contained in the said specification; which said building is to be complete and ready to be received by the said Municipality

on or before the first day of November next. Provided always that in case it shall be deemed necessary by the said Municipality of the said Township, or the Committee authorized by the above referred to By-Law, otherwise than that a door-place is to be made through the partition wall, and a door to be fixed therein, dividing the Hall from the Inner room, to be appointed as the office of the Township Clerk, without any alteration in the price already specified, to make any other alterations, additions, or omissions from the said work and building, or any part thereof, notice in writing shall be given by the chairman of the Committee for the time being to the said parties of the second part, requiring them to do so, nor shall any other extra work, or alterations of the specifications or plans vitiate or make void the Contract hereby made; but all and singular extra work and alterations, except as to the said door-place and door above mentioned, shall be added to or deducted from the same as the case may be, first being valued by such person or persons as the said Municipality and the said parties of the second part may agree upon, each having one, and an umpire if required, the said parties of the second part being allowed and paid for any actual loss they may have sustained by means of such alterations as aforesaid. That all and singular the said work and building shall be done in a good, sound, and workmanlike manner, the best materials of their several kinds being used for the same, which building is to be completed to the satisfaction of the Committee of the said Municipality for the time being, or a majority of them, or by such competent person as they may appoint for that purpose, by the time hereinbefore specified. And it is hereby further agreed, that in consideration of the work so to be done and executed in manner aforesaid, the said Municipality of the said Township of Cornwall, shall and will well and truly pay or cause to be paid to the said parties of the second part, the said sum of Four hundred pounds, at the times and in the proportions following, that is to say,—when the basement shall have been laid and the sleepers placed thereon, the sum of fifty pounds; when the walls are up and the plates, beams, and joists laid in their proper places, the sum of fifty pounds; when mason work is completed and the building covered with the roof, the further sum of one hundred pounds; and the remaining two hundred pounds whenever the building shall have been completed and accepted as having been properly done.

In witness whereof, the parties aforesaid to these presents have hereto set their hands and seals the day and year first above written.

(Signed,) JAMES N. DIXSON,
Town Reeve.

Signed, sealed, and delivered
in presence of

N. EASTMAN.
DAVID THOMPSON.

ROBERT McKAY. [L. S.]
ALEXANDER BILSLAND. [L. S.]

I hereby certify the above a true Copy of the Original Contract.
Given under my hand and seal
this 26th day of March, 1856.

DAVID THOMPSON,
Township Clerk.

No. 5.

PURSUANT to a Requisition, calling a public meeting of the inhabitants of the Township of Cornwall, at Eamer's Corners, for the purpose of expressing their disapprobation of the By-Law which is to be taken into consideration by the Corporation of the said Township of Cornwall, on the 11th June next, for levying the sum of six hundred and seventy-four pounds upon the assessed property of the said Township, for building a Township Hall; and for petitioning the said Corporation, praying that no further action be adopted to enforce the said By-Law, until more necessary improvements throughout the Township be made. At the appointed hour the meeting was duly organized;—when it was

Moved by H. R. McGillis, Esquire, seconded by Donald McMillan, Esquire,—That John Copeland, Esquire, be appointed Chairman, and that Alex. A. McGillis do act as Secretary.

Moved by Alexander McDonald, seconded by Duncan Fraser, and Resolved,—That this meeting perceives, with indignation, (in the "Constitutional" newspaper,) a copy of a proposed By-Law to be taken into consideration by the Corporation of the Township of Cornwall, on the 11th day of June next, for no less an object than to saddle the Township with the sum of five hundred and seventy-four pounds, currency, for the purpose of building and erecting a Township Hall, in a remote part of the Township, out of the way of any thoroughfare or any other convenience whatsoever; with respect to which measure this meeting desires to express its unqualified disapprobation.

Moved by Hugh R. McGillis, seconded by Donald McMillan, and Resolved,—That this meeting considers a Township Hall in this Municipality entirely unnecessary; and that the available funds of the Township, if any, should be expended in the construction and improvement of roads which are really and absolutely essential to the comfort and convenience as well as to the prosperity of the inhabitants.

Moved by Archd. Scott, seconded by John McDonald (Archy), and Resolved,—That this meeting considers the raising of five hundred and seventy-four pounds upon the assessed property of the Township—for a purpose not required—is an unnecessary burthen upon the people, and a measure which the large majority of the inhabitants condemn.

Moved by Captain Duncan Scott, seconded by William Fraser, and Resolved,—That a petition be drafted upon the foregoing resolutions, which will be submitted to the Municipal Council of the Township of Cornwall, at its next sitting, praying that no further action be taken by that body in the premises; and that Hugh R. McGillis, Alex. A. McDonald, John Copeland, James Myres, and Alexander A. McGillis, Esquires, be appointed to draft the said petition, and obtain signatures to the same.

Moved by Duncan Fraser, Esquire, seconded by Samuel McDonald,—That the Chairman do leave the Chair, and that Donald McMillan do take the same.

Moved by John A. McDonald, Esquire, seconded by Ranald McDonald,—That the thanks of this meeting be tendered to the Chairman, and also to the Secretary.

JOHN COPELAND,
Chairman.

ALEX. A. MCGILLIS,
Secretary.

To the Editor of the "Freeholder."

Sir,—I beg leave to claim a corner in the columns of your journal, to make a few brief remarks with respect to my resignation of the office of Township Clerk for the Corporation of the Township of Cornwall, viz.:—When the Council met at William Eamer's Tavern, on the 19th ultimo, the Councillors had a Petition, (cautiously going the rounds for signature,) which they were very careful in keeping from my view, or that of any other party likely to object to its object, and only presented it to such as they considered would support it;—notwithstanding that one of the rules established by the Council in 1850 was, that every Petition to be presented to that body was to be placed in the hands of the Township Clerk at least eight days previous to its being presented, in order that any party "disapproving or opposed to such petition or petitions should have an opportunity of having a Counter-petition before the Council, before any action could be had in favor of the former." This was considered indispensable with justice and equity, whenever a portion of the ratepayers were to be affected; but, as the Petition above referred was of a nature which required the greatest secrecy and caution to pass it into law, these rules were dispensed with. The Petition in question was for no less an object than to have a Township Hall built in a remote part of the Township; by which the ratepayers are to be saddled to the tune of five hundred pounds, with interest for two years. This, together with the supply bill for the remuneration of Township officers and the ordinary disbursements of the Township for County and Provincial purposes, will augment the taxes considerably over that of any former year. So, having taken an impartial view of matters connected with the Township of which I was for the last five years Clerk, and sooner than be a party to such hole and corner got up and iniquitous scheme, or even be the framer of the By-law referred to—which I knew would give such general dissatisfaction to, would call forth such keen and unqualified disapproval of a large majority of the inhabitants of the Township—I tendered my resignation, which was accepted (I doubt not to the great satisfaction of some of the members of the Council), my presence being considered a barrier to their comfort and convenience.

I am, Sir,

Your most obedient Servant,

ALEXANDER E. McDONALD.

Saint Andrews, 5th March, 1855.

No. 6.

To the Honorable the Legislative Assembly, in Parliament Assembled.

The Petition of the Municipality of the Township of Cornwall humbly sheweth:

That on the twentieth day of February, in the year of Our Lord one thousand eight hundred and fifty-five, a petition was presented to the said Municipality, praying them to have a Town Hall erected for the use of the said Township: That the said petition was signed by a large portion of the Electors of the said Township, and by a majority of those Electors who are most highly assessed:

That in compliance with the said petition, and with the wishes of many Electors who did not sign it but who were favorable to the project of erecting the said Town Hall. The said Municipality did, on the twenty-second day of February, 1855, resolve to bring in a By-law for the purpose of raising the sum of £500 by Debentures, for purchasing a site and erecting the said Town Hall. That the said By-law was duly published in the manner pointed out by the Statute 14 & 15 Vic., cap. 109, and the previous Municipal Corporations' Act, for three months from the first day of March, 1855, and was finally passed by the said Municipality on the 11th day of June, 1855, the day appointed in the notice of the said By-law, published according to law, as aforesaid. That after the passing of the said By-law, the said Town Hall was erected on the site purchased for the purpose, and was opened for the use of the said Township on the day of the annual Township Meeting in January last, and has been used for the purposes of the said Municipality from thence hitherto. That the said Town Hall and the land purchased for the site thereof, and the shed and fencing belonging thereto, have used the sum of £500. That Debentures were issued under the said By-law for £475, of which the sum of two hundred pounds have been retired with interest. That the said By-law was passed as aforesaid on the 11th day of June last, after the passing of the 18th Vic., cap. 133, which rendered it necessary that all the laws for raising money by loan should be submitted to the Electors of the Municipality; that the said Municipality of the Township was not aware at the time of the passing of the said By-law nor for some months afterwards that the said last mentioned Statute was in existence, and that they were not aware that there was anything illegal in their By-law.

That Your Petitioners are informed that it is the intention of some of the Electors of the Township to move to have the said By-law quashed, in consequence of its having been passed after the passing of the Statute 18th Vic., cap. 133, and to make the Councillors who brought in and passed the said By-law personally liable for the amount of the said Debentures.

Your Petitioners therefore pray, that as there was no intentional breach of the Municipal Corporations' Act on their part in the passing of the said By-law, Your Honorable House will be pleased to pass an Act legalizing the said By-law and indemnifying the Councillors who passed the same.

And Your Petitioners will ever pray.

B. G. FRENCH,
Reeve.

DAVID THOMPSON,
Township Clerk.

Your Petitioners beg to refer Your Honorable House to the certified Copies hereunto annexed, of the said Petition, Resolutions, By-Law, and Contract, for the erection of the said Town Hall herein above referred to.

No. 7.

To the Honorable the Legislative Council of the Province of
Canada, in Council assembled.

May it please Your Honorable Body,

The Petition of the undersigned Freeholders and Municipal Electors of the

Township of Cornwall, in the County of Stormont, in the United Counties of Stormont, Dundas, and Glengary,

HUMBLY SHEWETH,

That the Municipality of the Township of Cornwall aforesaid, announced its intention, in the Spring of the year 1855, to build a Town Hall in the said Township, and to assess the amount required for that purpose, upon the rateable, real and personal property of the Township, and levy the same thereout: That the Municipal Electors of the said Township, becoming alarmed at the prospect of the heavy taxation with which they were thus threatened, and not requiring a Town Hall to be built, the initiative in the matter having been undertaken by a base majority of the Councillors composing the said Council, the Municipality called a Public Meeting of the Municipal Electors and other inhabitants of the said Township, upon requisition, duly signed, pursuant to law, with the view of taking the matter of the then proposed By-Law for the erection of the said Town Hall, into consideration: That the Meeting was most numerously attended, representing a majority of the said Municipal Electors, and passed resolutions unanimously disapproving of the proposed By-Law to erect the said Town Hall, which Resolutions, and the proceedings of the said Meeting, were then published in a Newspaper issued in the said County of Stormont, and otherwise made public and known; but that the majority of the Councillors of the said Municipality, in defiance of the public opinion thus expressed, and also in defiance of the provisions of the Act of the Provincial Parliament, 18th Victoria, chapter 133, caused a By-Law of the said Municipality to be passed on the eleventh day of June last, without affording the said Municipal Electors any opportunity whatsoever, of signifying their approval or disapproval thereof, as provided by the first section of the said Act, and by the Act recited therein: That Your Petitioners have caused proceedings to be taken in the matter, in Her Majesty's Court of Queen's Bench, in Upper Canada, and that a Rule *nisi* to quash the said By-Law was issued in the last term of the said Court: That Your Petitioners observe; that a Petition from the said Municipality has been presented to Your Honorable Body, to amend the said By-Law, and that the matter of introducing an Act for that purpose has been entrusted to by an Honorable Member who represents a County, not embracing within its territorial limits the County of Stormont, or the Township of Cornwall; and they feel conscious that the passing of such an Act would not only operate unjustly against Your Petitioners, but would be totally at variance with the intention, spirit, and policy of the said recited Acts, for Your Petitioners are very certain, that were the matter left to the voice of the Municipal Electors, more than three-fourths of them would pronounce against the said By-Law.

Wherefore, Your Petitioners humbly pray, that Your Honorable Body will be pleased not to pass any Act to legalize the said By-Law, but to allow the matter to be dealt with by existing laws, by the voice of the Municipal Electors, and by the legal tribunals.

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

TOWNSHIP OF CORNWALL,
14th April, 1856.

A counter Petition against legalizing the By-Law for building the Town Hall.

James Hall,
 Hugh McGillis,
 Donald McDonald,
 Roger Burton,
 Archibald McPhail,
 Andrew McAlar,
 James McPhail,
 John McGillis,
 Richard Clary,
 Thomas Connor,
 Alexander McDonald,
 Patrick Glenroy,
 Thomas Clary,
 James Clary,
 John McCaffry,
 Alexander McIntosh,
 James McPhail,
 John D. McDonald,
 his
 Angus × McGuire,
 mark.
 his
 James × Muray,
 mark.
 his
 John × Muray,
 mark.
 John McPhail,
 John McDonald,
 Mathew Clary,
 Hugh McGuire,
 his
 John × Muray,
 mark.
 Donald McGillis,
 Angus McGillis,
 Donald D. McDonald,
 his
 Patrick × McMear,
 mark.
 James McMear,
 his
 Alexander × McDonald,
 mark.
 Duncan Truhr,
 John McPhail,
 Angus McDonald,
 Alexander McPhail,
 Duncan McPhail,
 George McDougall,
 R. McGillis,
 Duncan Scott,
 Michael Cummins,
 Donald McDonald,
 Ronald McDonald,
 A. McPhail,
 Donald McDonald,
 Malcolm McPhail,
 Donald McPhail,
 Luc O'Neil,
 J. P. McMillian,
 Alexander McPhail,
 Alexander McDonald,
 John McPhail,
 Donald McPhail,
 Peter Ho,
 Donald Stuart,
 Alexander McDonald,
 Alexander McDonell,
 Archibald Scott,
 Angus McGillis,
 Donald McDonald,
 Alexander Kennedy,
 Arthur McPhail,
 Samuel McDonald,
 Thomas H. Olford,
 his
 Hugh × Mahar,
 mark.
 John McDonald,
 Duncan Rundy,
 John Rundy,
 his
 Alexander × McIntosh,
 mark.
 his
 Alexander × Chisholy,
 mark.
 Duncan McIntosh,
 William James Fraser,
 John Chisholm,
 Hugh McMullan,
 Alexander McMillan,
 John McMillan,
 Robert Hill,
 Hugh McGillis, lot No. 18,
 Sam. McIntosh,
 Archibald McDonell,
 John Dugald,
 Archibald McIntosh,
 John McDonell,
 his
 Dugald × McMullan,
 mark.
 John Archy McDonell,
 Duncan McDonell,
 Alexander McDonell,
 Archibald McDonell,
 Alexander McDonald,
 John McDonald, Councillor,
 Robert Thomas,
 James Mastasac,
 his
 Lachin × Mastasac,
 mark.

- James McIntosh,
 William Forbes,
 Sam. Price,
 Donald H. McDonald,
 Fergus McRae,
 John McDonald, lot No. 23, 7th
 Concession,
 Patrick Wheeler,
 Archibald McDonell,
 Donald McDonell,
 Alexander McPhail,
 Angus McDonald,
 Donald McIntosh,
 John T. McIntosh,
 Donald McDonald,
 Donald McPhail,
 John Keho,
 Patrick Keiff,
 Archibald McDonald,
 Angus McDonald,
 Roderick McDonald,
 Alexander McDonald,
 John McDonald,
 Donald McDonald,
 William McDonald,
 Collin McDonald,
 William Ryan,
 Henry Sluggard,
 William Fraser,
 John McDonald,
 William Fraser,
 Angus McDonald,
 Angus Fraser,
 Adam McDonell,
 Alexander McMullan,
 Hugh Kennedy,
 Francis Queen,
 Angus T. McDonall,
 Donald Fraser,
 Duncan McDonald,
 Ronald McDonell,
 John McPhail,
 John McQueen,
 John McIntosh,
 James Murray,
 Alexander McDonald, jr.
 his
 John \times McGillis,
 mark.
 his
 Randal \times McPhail,
 mark.
 Duncan McGillis,
 Alexander McGillis,
 his
 Allan \times McGillis,
 mark.
- James McGillis,
 Donald McDonald,
 Donald K. McGillis,
 John Lake,
 Alexander McGillis,
 John McGillis,
 William McGillis,
 Angus McGillis,
 Donald McDonald,
 his
 Hugh R. \times McGillis,
 mark.
 Donald Fraser,
 Alexander Fraser,
 Angus McGillis,
 Angus B. McGillis,
 John McDonald,
 Donald McDonald,
 Angus McDonald,
 his
 Robert \times Maxwell,
 mark.
 John McDonell,
 his
 Angus \times McDonell,
 mark.
 Alexander McDonald,
 Donald McDonald,
 his
 Duncan A. \times McDonald,
 mark.
 Hugh McDonald,
 Owen Lee,
 his
 Duncan \times Stuart,
 mark.
 Donald Kennedy,
 Oliver Kennedy,
 Alexander McDonald, Councillor
 Samuel McDonald,
 Duncan McDonell,
 Ronald McDonald,
 John McDonald,
 Donald McPhail,
 James I. McDonald,
 Donald R. McDonald,
 Alexander Scott,
 Donald McMillan,
 William L. McDonald,
 Donald McMullan,
 James McPhail,
 Edmon Forrester,
 Angus McDonald,
 Donald McPhail,
 Edward Malony,
 Rodrick McPhail,
 John McDonell,

John McDonell,
 John McDonell,
 Donald McIntosh,
 his
 Allan ✕ McDonell,
 mark.
 John McIntosh,
 John McGuire,
 John McIntosh,
 John N. McGillis, junior,
 James McGillis,
 Patrick Maloney,
 Rodrick McPhail,
 Donald McPhail,
 Hugh B. McGillis,
 William McIntosh,
 his
 Alexander ✕ McLeod,
 mark.
 his
 Thomas ✕ McLeod,
 mark.
 his
 Peter ✕ Carter,
 mark.
 Allan Chisholm,
 his
 Donald ✕ Fraser,
 mark.
 John A. McGillis,
 D. F. McDonald,
 John B. McDonald,
 Michael Finaghan,
 Donald Chisholm,
 Patrick Corcom,
 Felix Moleghan,
 John Ray McDonald,
 his
 Conna ✕ Rief,
 mark.
 L. M. Donald,
 Donald McDonald,
 William McDonald, Lot No. 25, C,
 Ronald McDonald, Lot No. 29,
 7th C.,
 John Copeland,
 Hugh Robinson,
 Hugh McDonnot,
 Pity Christie,
 Angus McDernot,
 his
 Francis ✕ Shawl,
 mark.

Donal Kennedy,
 Christopher McRae,
 John Heward,
 John H. McGillis, Lot No. 22, 6th
 Concession,
 Donald McPhail, Lot No. 25, 6th
 Concession,
 Alexander McGillis, Lot No. 34,
 7th Concession,
 James Roy McDonald, Lot No.
 34, 7th Concession,
 John Ban McDonald,
 Ronald McDonell,
 Donald McMillan,
 James Minlory,
 William Chisholm,
 Allan McDonell,
 his
 John ✕ Chisholm,
 mark.
 Alexander McDonald,
 John McDonald,
 Christopher McDonald,
 Dugald McDonald,
 Donald McDonald,
 Donald Ban McDonald,
 D. A. McDonald,
 his
 Alexander ✕ Campbell,
 mark.
 Angus McDonald,
 James Rahal,
 James Conlan,
 Alexander Scott,
 D. R. McDonell,
 Alexander C. McDonell,
 Christopher Chisholm,
 Thayar McCrae,
 Michael Kelly,
 Thomas McCann,
 Donald McIntosh,
 Alexander D. McDonell,
 Robert Maxwell,
 Simon Fraser,
 Owen Rophuts,
 James Rophuts,
 Henry Hugard,
 Thomas McLeod,
 Lewis Annull,
 James L. McIntosh

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RETURN

TO AN ADDRESS of the Legislative Assembly to His Excellency the Governor General, dated the 19th June, 1856; for copy of all Correspondence relative to the charge made by the Commissioner of Crown Lands in his place, in Parliament, against the Auditor of Public Accounts.

By command,

T. LEE TERRILL,
Secretary.

Secretary's Office,
Toronto, 24th June, 1856.

CORRESPONDENCE.

AUDITOR'S OFFICE,

Toronto, 28th February, 1856.

SIR,—I have had the accounts of your Department under consideration, and although I have not fully examined them, I desire to make some preliminary remarks with a view of gaining further explanation upon some points.

1st. I perceive from the accounts which have been handed to me by the Deputy Inspector General, that you keep a separate account with the Government, and with the Receiver General, including in the latter all the special funds, and in the former only the territorial revenue. I think the practice is rather inconvenient.

Although the territorial revenue is all that, properly speaking, belongs to the Government, they have the management, and are, as it were, the Trustees of the special funds; and it is to the Government (in financial matters represented by the Inspector General), that this account should be rendered. The Receiver General is only the cashier of the Government, and the account to him need only contain sufficient to enable him to enter the payments to the proper accounts, as has been done in the accounts sent to him. But the account with the Government should contain not only your present account, but also what you have given to the Receiver General all in one account. I exclude of course any Indian funds, which, I think, are properly only accounted for to the Receiver General, as the Provincial Government is not the Trustee in this case.

2ndly. In the Receiver General's account I am at a loss to understand the balance of £10,166 15s. 9d. There does not appear from your balance-sheet to have been any balance of his account at the beginning of the year, and, therefore, it would seem it must have accrued during the year, but your receipts and payments during the year, gathered from your other accounts, balance without this £10,166 15s. 9d. If then it is an amount paid to him, whence does it arise, and how comes it not to have been applied like the other payments to particular accounts?

3rdly. I observe in the Receiver General's account an entry, "Lower Canada Clergy Quit Rent £7 8s.," to which there is nothing corresponding in the separate accounts current handed to me by Mr. Dickinson. I have taken the entry from the Receiver General's account, but should have the account current also. Being a special fund it will make no difference in the Government account, except in as far as it may help to account for a small discrepancy in the Commissions, as I make them out from the separate accounts current, and as they are given by you as deductions in the former account.

4thly. The scrip itself is the best voucher for the two items, scrip east and west, and as it comes here, at any rate, it had better be sent.

5thly. Mines. Allow me to call your attention to the 9th section of the Audit Act, which provides that all public moneys shall be paid to the Receiver General. The section is not, perhaps, as explicit as it might have been, but I always understood it to mean that no deductions were to be made from the gross revenue before paying it in, with the single exception of the Post Office. It is a rule which has been adopted in England and France, and experience has shewn it to be the only safe way of managing revenue. Exceptions may sometimes be made, where a commission or percentage is charged, or in case of money having to be refunded, though it is dangerous to introduce any exceptions to a general rule, but I cannot think that it can ever have been intended that a branch of the revenue should have been charged with an expenditure, certainly in no way connected with the collection of it, and which leaves a balance to be charged on other sources of the territorial revenue.

It is to be observed also of the Vouchers, that according to the 12th rule, in the minute of the Board of Audit, they can only be accepted as temporary vouchers, till proper details can be given.

6thly. Crown advertising West.—Voucher 16, for £7 2s. 6d. is missing.

7thly. Exploration of roads West.—The Vouchers are only temporary according to rule 12.

8thly. Exploration of roads East.—The same remark applies to some of the Vouchers, in others where the payment is said to be made in full, there is nothing to show whether the detailed account ever was sent in, and what the balance was.

9thly. Inspection of Agencies, East.—The greatest part of this account is without Vouchers, either the receipts of Mr. Bouthillier or his Clerk, or any account of the various contingencies, *vide* rules 9, 13 and 14.

10thly. Inspection of Agencies West.—The details are very meagre. I do not think such large payments for travelling expenses, and office expenses should be paid without some more detailed information, and if Mr. Gibson sent you in a bill, it ought to accompany the receipt.

11th. Crown Inspections, East and West.—There are no Vouchers, and I do not know what the nature of the charge is.

12th. Crown Surveys, East.—Voucher 64 is wanting. The same remark applies to those Vouchers as to those in (eight,) many are payments in advance to be accounted for, and of the others there is nothing to shew whether any account has been rendered.

13th. The same remark applies as above. Voucher 43 is wanting.

14th. General Disbursements, Stationery, &c., no Voucher for item £2 3s. 9d., miscellaneous payments, no Vouchers for items:

£	s.	d.
	0	15 0
	20	0 0
	25	0 0
	2	5 0

£48	0	0

Gratuities.—No vouchers for this item, £1948 10s.

15th. No Vouchers under these heads:

Agents' Postages, East and West.

Office Postages.

16th. Salaries. The Vouchers under this head are only for £9998 19s. 3d. whereas the charge in the account is £10,743 18s. 5d., leaving £744 19s. 2d. unaccounted for.

17th. There are no vouchers for the Agents' Commission, and unless the accounts of each were sent it would be impossible to audit this item. I am not prepared at present to state what in my opinion would be the best course to adopt, in order to audit the several Agents' accounts. It is clear that in some way I ought to be able to look into them. I will return to this subject hereafter, but in the meantime I will take this opportunity of recommending that the whole system with regard to Agents should be revised. There can be no reason, in Upper Canada at least, why they should ever receive cash. Wherever there is a Land Agency, there is a Bank not very far off, and a person buying a lot of land could pay the money into the Bank, and hand to the Agent a duplicate Bank certificate, one to be sent by the Agent to your department, and one to the Receiver General.

18th. From the general expenses of the office there is deducted in your account £8,855 12s. 11d. commission on Clergy and School Lands. The sum ought to be according to the separate accounts current £8,855 3s. 7d. The commission on the missing account for Quit Rent probably occasions the difference.

19th. It appears to me that there is an omission. Exactly upon the same principle that 6 per cent. is charged to the Clergy and School Funds for expenses of management, £250 8s. 4d. is charged to the Seignory of Lauzon, the Crown domain, and the Jesuits estate each, as their proportion of the office expenses, salaries, &c. In the former case the percentage having been charged to the separate accounts, is deducted from the charges in the general account, but why is not the same course pursued with regard to these special funds? £751 5s. is deducted from the proceeds of the three special funds paid in to the Receiver General, and it is also deducted here from the proceeds of the general territorial revenue.

20th. The next item is the sum of £88,197 15s. 10d. paid to the Receiver General to balance the account and here several remarks suggest themselves.

Does the clause of the Audit Act above quoted authorize the expenses of the Department, exclusive of those relating to special funds, and of those of the Woods and Forests, hereafter to be mentioned, to be paid out of the gross revenue to the extent of upwards of £20,000, after allowing the balance you had in hand at the beginning of the year, and the accountable warrant for £10,000 to go towards that object. Including all the expenses of special as well as general funds the department costs £60,000, of which £50,000 is deducted of the gross revenue, before it is paid to the Receiver General. I think it was the intention of that clause in the Audit Act to prevent this system being continued and to put the Crown Lands upon the same footing as other departments, and that the salaries and other expenses should come into the public accounts as items of expenditure and not deductions, and that the contingencies should be paid as those of the other offices are. If I am in error in supposing this to have been the intention of the Legislature, still I would press upon you as a matter of convenience, and as conducing to more regularity and simplicity of accounts, and as affording the Legislature a more complete control over the expenditure, to introduce another system for the future. I would further remark upon this sum paid to the Receiver General, which apparently balances the account with the Government, that I cannot understand how the Government account can be closed, whilst there appears by your account with the Receiver General a balance of £10,166 15s. 9d., which is not carried to any particular fund.

21st. The first item on the credit side is a balance of £7,960 10s. 8d. This does not agree with the balance in the Inspector General's books, and Mr. Dickenson is engaged in investigating the cause of the disagreement.

22nd. With regard to the items on the credit side, the four items of the fees should be accompanied by a schedule giving some detail of the receipts. These

credit vouchers are always more difficult to manage, but they are important, and the nature of the receipt should be explained as far as circumstances permit. The gain on scrip will be checked by the scrip itself when sent. The other items can only be checked by the Agents' Books, and I am not prepared at this moment to say what would be the best plan to pursue this year, or to adopt for the future, though the manner of receiving payment before suggested would remove many difficulties.

23rd. The Woods and Forests account has other circumstances connected with it worthy of remark. It contains an account of expenditure to a large amount, upwards of £9,000, and independently of the doubt, if there be any, of the propriety of expenditure of this character out of gross revenue, I must observe that it is entirely without vouchers. The expenditure at any rate could be easily verified, and the receipts require it no less. I believe the only way in which a sufficient check can be exercised over receipts of this character, is by the publication of the particulars, and at any rate if that is not done, a list of the kind should be sent to me with the accounts. Before I occupied my present office, I had frequent opportunity of seeing the difficulty of ascertaining whether Timber dues had been paid, or, if paid, accounted for, and I have been frequently employed to make enquiries upon the subject. The result has been to impress me with the conviction that publicity is the only safeguard.

Upon this account I may also observe that in one item credit is given for the sum of £5,983 4s. 4d., which it is stated is not yet collected. It may be convenient to keep together the whole amount accruing in one year, but in that case the amounts not collected should be charged on the other side. In the present instance your Department has clearly given credit for money which it has not received, and the balance paid to the Receiver General cannot really represent the position of your Department towards the Government, which must either owe you that amount, or it must have been taken from some other fund, which equally renders the account fallacious.

24th. Passing from the Government account to the special funds, many of the same observations will apply. The amounts received must be checked in some way, although I am afraid, according to the present system, it will be difficult to devise anything which will be efficient. As to the expenses there may be more reason in the case of special funds to pay them out of the proceeds, than when you are dealing with the property of the Province. but in this case also, I think the gross receipts should be paid in to the Receiver General, and the expenses paid by warrants chargeable to the fund, at any rate there should be vouchers, which at present there are not.

25th. With regard to the balance sheets of the end of this year, and the last, I would also offer a remark; upon a cursory comparison of them I find no less than forty-seven accounts which have remained unaltered during the year, some to a large amount, and fourteen which have only changed by a few pounds or shillings. When such a large number, more than a third part of the whole number, remain so long unchanged, I think it indicates the necessity of taking some steps to close them speedily.

I do not offer these remarks as any final opinion upon the accounts of your Department, I only received them yesterday and until I did so I was quite unacquainted with their nature, and of course I can but very imperfectly comprehend them as yet. I take this early opportunity, however, of pointing out the parts which appear to me to be defective, both for the purpose of eliciting information before I go any further, and with the view of attracting your attention to those points in the system which I think deserving of your serious consideration.

I have, &c., &c.

To the Honorable
The Commissioner of Crown Lands.

(Signed,)

JOHN LANGTON,

Auditor.

Copy of Letter to John Langton, Esquire, Auditor General.

CROWN LAND DEPARTMENT,

Torontó, 23rd April, 1856.

Sir,—I have the honor to acknowledge the receipt of your letter of the 28th February, which, I regret to find, has remained so long unanswered, from the pressure of business.

In reply to your remark respecting the accounts of the Receiver General and the Government, I beg to state, that the practice has been to keep a separate account for each; the latter account containing the general and territorial revenue, and the former account containing the special funds. This has not led, that I am aware of, to any confusion, and I think ought to be continued.

The balance which appears at the debit of the Receiver General arises from amounts at the credit of sundry agents, and also from sums received which could not be applied, and are therefore placed in deposit; as soon as possible a detailed statement will be furnished.

The account of Lower Canada, quit rent, £7 Os. 8d., is enclosed.

Your remarks respecting the Mines Account will be attended to.

The details of the following accounts; Crown Advertising West and East, exploration of Roads West and East, and inspection of Agencies West and East, are filed in this department and will be submitted to you.

The Crown inspections West and East accounts are charges by Agents for inspecting Crown Lands.

The missing vouchers will be furnished without delay.

Respecting the Agents' commission we have no vouchers excepting the returns which are filed in the office, to which you can have access at any time you desire.

The Crown Domain, Jesuits' Estates, and Seigniorly of Lauzon accounts, are not similar to the School and Clergy accounts; respecting the latter the Department charges according to law, six per cent. for conducting the business, and in the former the charges arise from salaries and expenses paid.

Regarding the accounts which have for some time remained unchanged, steps will be taken where it is practicable to have them closed.

I have, &c., &c.

(Signed.)

JOSEPH CAUCHON,

Commissioner.

(Memorandum.)

Mr. Langton never examined nor audited the books of the Crown Land Department, he never saw or did he ever ask to see the Cash Book, Blotter or Ledger, how then could he with so much confidence go before the Committee on Public Accounts and report that there was £10,166 15s. 9d. unaccounted for. It is true that amount appears at the debit of the Receiver General, but a corresponding credit appears in the deposit accounts and the accounts of the agents as shown in the balance sheet. He cannot be said to have done his duty as Auditor so far as the Crown Land Department is concerned, for he has not taken the trouble to ascertain if the balance sheet furnished to him corresponded with the ledger balances. A few vouchers were not furnished, they were retained in the office as Mr. Langton well knows, for the simple reason, that, not being in duplicate, I was unwilling that they should be taken from the office file. Mr. Langton was aware of this, and appeared satisfied with the understanding that he would send a Clerk to examine them at the Crown Land Office. All I have got to say is that he has not done so, and his neglect he now converts into an accusation of incompetency and confusion in the accounts of the Crown Land Department.

(Signed.)

W. FORD,

Accountant.

Crown Lands Department,

Toronto, 16th May, 1856.

(Memorandum.)

Mr. Langton states that the woods and forests account contains an amount of upwards of £9,000, expended "entirely without vouchers." This statement is without the least foundation in fact; it has not been the custom to send these vouchers to the Inspector General's Department, simply because they were not required, but they are of record in the Crown Land Department, a knowledge of which has not been withheld from Mr. Langton as they were open for his inspection.

The item of £5,983 4s. 4d., referred to by Mr. Langton as being carried to the woods and forests account, though not actually collected at that date, is the balance of the account of the collector in Quebec, Mr. Stewart, (for which he holds the timber liable.) This item is entered in the accounts rendered by the Crown Land Department because as formerly audited in the Inspector General's Office, they insisted on having it so, but it has always been distinctly stated in the accounts as uncollected so that no one could be deceived by it.

Mr. Langton has never audited or looked at these accounts in the books of his Department.

(Signed,)

WILLIAM McD. DAWSON.

Crown Land Office,
Woods and Forests.
Toronto, 16th May, 1856.

(Memorandum.)

Mr. Langton states that the only safeguard in determining whether all the amounts accrued on Timber are duly paid or not, would consist in the publication of all the collections every year.

This idea is entirely taken from suggestions made in the Department, the head of the Woods and Forests branch having already proposed it, and procured such publication for one year, viz.: 1852. but having, with the same view to publication prepared similar statements since then, which were laid before the Committee appointed to enquire into the management of the public lands last session, the Committee, while they published everything else laid before them, suppressed this.

(Signed,)

WILLIAM McD. DAWSON.

Crown Lands Office,
Woods and Forests,
16th May, 1856.

AUDITOR'S OFFICE,
Toronto, 19th May, 1856.

SIR,—I have the honor to acknowledge receipt of copies of three documents signed by Messrs. Ford & Dawson, respecting my audit of the accounts of your Department, which were used by you in the House of Assembly, on Friday night.

I have communicated them to the Honorable Inspector General, and have sent to him as my immediate superior my reply to the charge of neglect of duty made by you upon that occasion.

As these papers were sent to me only on the understanding that I would communicate to you any use which I might make of them, I enclose a copy of two letters from me to the Inspector General.

I have the honor to be

Your obedient servant,

(Signed,)

JOHN LANGTON,

Auditor.

The Honorable Joseph Cauchon,
Commissioner of Crown Lands.

AUDITOR'S OFFICE,
Toronto, 19th May, 1856.

SIR,—I have the honor to call to your recollection that the Honorable Commissioner of Crown Lands, on Friday last, in the House of Assembly, read certain papers from officers in his Department, charging me with neglect of my duties as Auditor, and contradicting in no very courteous terms the facts given in my evidence before the Committee of Public Accounts.

Our statements must be judged by the facts themselves, the whole of mine being contained in a letter to the Honorable Commissioner of Crown Lands, of the date of February 28th; and as I do not recognize any claim of those gentlemen to sit in judgment on the efficiency with which I discharge the duties of Auditor, I do not propose to enter into any controversy with them. But as the Honorable Commissioner of Crown Lands has thought fit to read their statements in his place in Parliament, and thereby assumed the responsibility both of their facts and opinions, I think it right to address to you, my immediate superior, a few remarks upon the subject, which you may use or not at your discretion in my defence.

I never made any charge against the Crown Lands Department or its officers. I am in no way responsible for the inferences drawn by a Committee of the House of Assembly from my evidence. I communicated to the Committee, at their request, a letter addressed by me to the Commissioner of Crown Lands, and for everything in it I am responsible. My letter to the Commissioner contained remarks upon the accounts of his Department, directing his attention to particulars in which I thought the present system imperfect, or in contravention of the law, pointing out what I considered inefficient in the absence or imperfection of vouchers, and asking for explanation upon questions which appeared to me to require it. To these remarks I have up to the present day received no satisfactory reply. I have had some verbal communications with the book-keeper; I have received one detailed statement, the heads of which I possessed before, which I did not ask for, and which throws no new light on the subject I desired to have elucidated; an account current amounting to £7 Gs. 8d., accidentally omitted, has been supplied, and the only explanations are contained in a brief letter from the Commissioner, dated April 23rd, of which I enclose a copy. I have received no other information whatever. I have no doubt that the vouchers and other particulars I desired are in the office of the Crown Lands Department, but they have never been communicated to me.

It would appear that, in the opinion of the Honorable Commissioner, it is my duty to go to his office for the information I require, and conduct the audit there. I believe it to be my duty to examine all accounts sent to me, and to apply for them if not supplied within a reasonable time; to call for such additional information and vouchers as may appear to me to be essential to an efficient and complete audit; and if it appears to me to be necessary, to ask to inspect the books themselves. Occasions may arise when the convenience of both parties, or other reasons, may render advisable an examination of documents elsewhere than in the Audit Office, but such cases must necessarily be exceptional, and the Auditor alone can be the judge when the exception should be made.

In the case of subordinate accountants, the law gives me the power, with your concurrence, to enforce my demands, and I have always found the greatest willingness on your part to aid me with your authority, and to initiate such reforms as may be required. But in the case of Departments under the control of members of the Executive, your own power is limited, and it must rest with the Minister himself, who is responsible to Parliament, whether he gives or withholds the information, which in other instances the law empowers me to demand. I can only state the information or voucher which is deficient. I have no power to enforce its

being sent to me. But it is not my intention, except in the special cases above mentioned, or by your express instructions, to conduct the audit of accounts otherwise than in my own office.

I have the honor to be,

Your obedient servant,

The Honorable William Cayley,
Inspector General.

(Signed,) JOHN LANGTON.

AUDITOR'S OFFICE,
Toronto, 19th May, 1856.

SIR;—

1. I had this day the honor to address to you a letter containing my answer to the charges brought against me by the Hon'ble Commissioner of Crown Lands in the House of Assembly, on Friday last. In the present letter, I propose to enter somewhat more into detail respecting those portions of the accounts of the Crown Land Department, my remarks upon which induced the Commissioner to read the documents, copies of which I have procured from him and herewith enclose.

2. I never (as stated by Dr. Ford) reported to the Committee on Public Accounts that there was £10,166 15s. 9d. unaccounted for; my letter to the Commissioner, communicated to the Committee, seeks an explanation of this sum paid in to the Receiver General, without any instructions to what account it is to be applied, and of which no notice is taken in the accounts transmitted to me by the Crown Land Department.

3. On the 24th of April I received a letter from the Commissioner, explaining that "it arises from amounts at the credit of sundry agents, and also from sums received, which could not be applied and are therefore placed in deposit." My book keeper, (Mr. Cruse) called at the Crown Land Department a few days after, and was promised an account shewing from what deposit accounts, or otherwise, this sum was made up, and instead of it, I received a statement in detail of the several payments made to the Receiver General, the substance of which I had already obtained from a similar account sent to that office. This account shews the same unapplied balance, but affords no clue to its origin. I am now told that "corresponding credits appear in the deposit accounts and the accounts of the agents as shewn in the balance sheet." That this must be the case, I am very well aware, as both sides balance, but amongst which of 167 accounts, of which the balance sheet consists, this sum is divided, I am in entire ignorance, nor have I any means of knowing whether it arose during the past year or was the accumulation of many previous ones.

4. It does not appear to me unreasonable to require this explanation, which can only be given through the books of the Department. Its importance becomes evident from another view of the subject, upon which I propose to ask information as soon as that already applied for has been given to me.

5. The whole of the deposit and suspense accounts, of which there are several, amount together to £24,927 4s. 2d. and have increased £3,086 5s. 10d. during the past year. These represent receipts of the Department or its agents, which will sooner or later have to be applied to territorial revenue, or special funds, or refunded to individuals.

6. Towards this purpose there is, in the Receiver General's hands, the sum of £10,166 15s. 9d. available, and it is not unimportant to ascertain from which of the other 166 accounts, the balance of £14,760 8s. 5d. is to be obtained when wanted.

7. As to Dr. Ford's statement that a few vouchers were not furnished and that I agreed to send a clerk to examine them, I can only deny ever having made such an arrangement. I promised to send back to the Department any vouchers for which there were not duplicates and I proposed to examine the agents' returns in the office as far as they could serve as vouchers for receipts. This was the

understanding by me, and that it was so understood and assented to by the Commissioner is proved by his letter of April 23rd.

8. Nevertheless no further vouchers have ever been sent to my office; I may also remark that the missing vouchers were not "a few" of the total expenditure of the Crown Land Department, amounting to £58,932 17s. 7d.; there were no vouchers whatever sent to me for £16,582 17s. 2d., and insufficient ones for £25,327 16s. 10d.

Mr. Dawson asserts that the passage in my letter stating the account of an expenditure of upwards of £9,000 in the Woods and Forests, to be entirely without vouchers, is without the least foundation in fact.

9. Mr. Dawson, I presume, means that he has the vouchers, which I can very readily believe, but none accompanied the account, neither has a single voucher or explanation of any kind with regard to it, nor even an acknowledgment that I required any, been sent to me from the date of my letter (February 28)

10th. As to the £5,983 4s. 4d., which was not collected, but nevertheless paid over, it is distinctly stated in the account not to have been collected (for I have no means of knowing any of the transactions of any Department, except what I gather from the accounts submitted to me) But this does not alter the fact that the Crown Land Department paid to the Receiver General £5,983 4s. 4d., which had not been collected and which must therefore have been borrowed for that purpose from the Bank of Upper Canada or some other source, or else a similar amount charged in the account as expenditure, cannot have been paid, an exceedingly inconvenient method of accounting, which I thought it my duty to bring under the notice of the Commissioner. Mr. Dawson states that your Department formerly insisted upon the account being so rendered. I have ascertained from Mr. Dickinson that an account was very properly required not only of the amounts collected, but also of those for which were outstanding bonds; but that it never was required, nor under the system pursued up to the passing of the Audit Act was it possible to require that money uncollected should be paid.

11. In another paper, Mr. Dawson states that my remark that publication of the particulars is the only efficient check which can be exercised over receipts, is entirely taken from suggestions made in the Department. I have no means of knowing the suggestions made in the Department, but whoever made it it was a good one, and it is a pity it was not acted upon since 1852. But Mr. Dawson omits to state that I added, "At any rate if this is not done, a list of the kind should be sent to me with the accounts." This first step to publicity has certainly not been taken.

12. As the Honorable Commissioner of Crown Lands declined to give me copies of the papers which he read in the House of Assembly, except upon the understanding that I would communicate to him any use which I might make of them, I have transmitted to him copies of both letters which I have addressed to you to day.

I have the honor to be,

Your obedient servant,

The Honorable W. Cayley

(Signed.)

JOHN LANGTON.

Inspector General.

TORONTO, 19th May, 1856.

DEAR SIR,—The "Leader," of to-day, I perceive, has published the letters of Mr. Dawson and Mr. Ford, adding that the latter had been sent by me. I have to assure you that this is an error; these letters have been published through no desire of mine, and I have requested the "Leader" to correct the error into which it has fallen.

I am, &c., &c., &c.

(Signed.)

JOSEPH CAUCHON.

John Langton, Esq.

20th May,

DEAR SIR,—I have received your note informing me that the documents read by you in the House of Assembly had been published in the newspapers without your knowledge, and that you have desired the "Leader" to correct the statement that they were sent by you.

It is a matter of indifference to me what further publicity is given to charges, however calumnious or unfounded they may be, which have been read publicly by a Minister of the Crown in his place in Parliament. I can only regret that, not knowing how easily they could have been procured otherwise, I should have assented to any condition in order to obtain a copy of them from you.

I remain,
Yours truly,
(Signed), JOHN LANGTON.

The Hon. J. Cauchon,
Com. Crown Land.

CROWN LAND DEPARTMENT,
Toronto, 21st May, 1856.

DEAR SIR,—In answer to your note of yesterday, I beg to state that you have misconstrued the wording of mine of the 19th.

I would add that the charges made were against my department: charges which I was bound to meet in justice to myself and in my own defence, and if calumny can be laid at the door of any one, it cannot be at mine.

If, as I stated in the House, I do not take the responsibility of the language used in the documents you complain of. I do take the responsibility of the facts they contain and can prove them at any time.

I am, &c., &c.,
(Signed), JOSEPH CAUCHON.

AUDITOR'S OFFICE,
Toronto, 21st May, 1856.

SIR.—When the Commissioner of Crown Lands made a charge against me in the House of Assembly on Friday last, I had the honor to address to you two letters, the one stating the duties which I believed to appertain to my office as Auditor, and the other entering into details respecting those items in the accounts of the Crown Lands' Department, my remarks on which gave rise to the charge. I laid the facts before you, as the only person from whom I could look for support, in order that you might be able to use them, or not at your discretion in my defence. Since that time two days have been occupied in the House in debate, during which the same accusations have been renewed by other members, but the charge against me of gross neglect of duty, and of having given in evidence statements entirely untrue, remains before the country uncontradicted. It is true that the Attorney General spoke of me in handsome terms as a warm personal friend, and defended the Ministry from incorrect motives in my appointment; but he did not, and it would not have been proper for him to defend me from the charges affecting my connection with your Department, of which you could be the only judge. If these charges are true, I am not a fit person to hold my present responsible office. If they are not true, I think I have a right to expect that my character shall be cleared. The whole of the documents relating to the circumstances out of which the accusation arose are official ones, which I have no right to make public, except when called upon to do so by the Executive or by a Committee of the House, and I am therefore powerless to defend myself. Under these circumstances, I think I am entitled to hope that you, the head of the Department to which I am attached, and to whom I owe the appointment, which I only accepted on your pledge that you would support me in the difficulties which I

foresaw would arise from the strict exercise of my functions—I repeat that I think I am entitled to hope that you will redeem that pledge, and not allow it to remain uncontradicted that I have neglected my duties and given false evidence; or else that you will intimate to me that my conduct does not admit of defence.

But putting aside for the present my own personal feelings, and viewing the subject merely as a matter connected with my official position, it must be evident to you that it is useless for me to expect that I can discharge the duties which I think devolve upon me, and which I have every reason to believe you expect me to perform, unless you either justify the course I have taken in endeavouring to obtain accounts for audit, or point out some other way in which the same object can be attained. It has gone abroad to the country that a Minister of the Crown, whose accounts I am by law required to audit, did not think that my letter intimating the absence or imperfection of vouchers for an expenditure of upwards of £40,000 was of sufficient importance, to require any immediate action, that no action has been taken upon it for nearly three months, and that in one instance it has not even been communicated to the subordinate officer in his Department, whose duty it was to furnish vouchers for £3,000 of that amount. The Commissioner of Crown Lands has also assumed the position that I have neglected my duty, because I have not gone to his Department to audit the accounts there,—which opinion, in the absence of any remark upon it to the contrary, may reasonably be supposed to be that of the Ministry. It is therefore impossible for me to expect that any attention will be paid hereafter to my applications for accounts to be audited in my office, or to any remarks which I may make upon them after they are examined.

I am aware of the difficulty of your position, and that by sustaining me you may be brought into collision with your own colleagues. I have already, both before I accepted office and afterwards, had the honor of pointing out to you the probability of such an occurrence as that which has now taken place. The most effectual means of preventing it, which I suggested, viz.: that the Auditor should report to His Excellency direct, has not, I believe, met with your concurrence. I would venture to suggest that the only other escape from a difficulty which is certain to recur, is that I should hold no communication with other Departments under members of the Executive, except through yourself.

As more than half of the second quarter of this year has now elapsed, and I have not been able, from insufficient materials, to audit the accounts of the Departments of the Crown Lands and Public Works for the past year, and as I am not in a position, after what has occurred, to make any further application to them upon the subject, until I know whether in your opinion I am justified in doing so, I have the honor to request that you will at your earliest convenience give me such instructions as you may think necessary as to the manner of conducting the business of this office.

I have the honor to be

Your obedient servant,

(Signed,)

JOHN LANGTON,

Auditor.

The Honorable William Cayley,
Inspector General.

TORONTO, 7th June, 1856.

DEAR SIR,—I beg to acknowledge your letter of the 21st instant, and also two communications 19th May, but which were placed in my hands on the 20th during that protracted debate which extended over a period of thirty-two hours with three short intervals. (Those two last communications detailed the duties which appertained to your office as Auditor, and entered more fully into those items of account with regard to the Crown Land Department on which you ha

given evidence before a Committee of the House. These two communications you conceived it due to yourself to make in consequence of certain replies by Messrs. Dawson and Ford, Accountants in the Crown Land Department, who, it would appear, had conceived themselves aggrieved by your evidence. I lost no time in drawing the attention of the Commissioner of Crown Lands to the unusual and unofficial language in which these replies—defences I might call them—were couched, and I was at once assured by the Commissioner of Crown Lands that he would address you on the subject with the view to remove any painful impression which might have been created by the use of them.

In reply to the attacks made upon me by the Opposition, founded in part upon the Report of the Committee on Public Accounts, in which it was endeavored to twist your evidence into a censure on the Inspector General's Department, I spoke in no equivocal terms of the value of your services, and the implicit confidence which, as your official chief, and cognizant of those services, I was justified in reposing in you. Later in the evening the Commissioner of Crown Lands rose to defend himself from a renewal of these attacks founded on the same pretext, the Report of the Committee on Public Accounts, and quoted from the letters of Messrs. Dawson and Ford. On the tone of these letters I have already given my opinion. I had no opportunity of again addressing the House that evening, and on the following day the Attorney General West, in reviewing the acts of the Administration, passed so warm and handsome a eulogium on yourself, and your official services and the importance attached to them by the Government, and also bearing testimony to the manner in which I had spoken in reference to them, that I felt that any further allusion to a defence of you was not only unnecessary, but was calculated to weaken what had been so well and amply done by Mr. Macdonald.

Your letter of the 21st, which has until now remained unanswered in consequence of the changes in the Administration, points at what you conceive to have been a personal attack on yourself by the Honorable the Commissioner of Crown Lands, and the claim you have on the head of your Department to defend you in an arena where you could not personally appear. Admitting to the fullest extent the reasonableness of such an appeal where an officer has done his duty, I have turned to the report of the Honorable Commissioner's speech in the "Colonist," and was happy to find the first allusion to yourself was couched in language so clear and precise as to preclude any possibility of misconception, and containing so distinct an avowal that you *had done your duty*, as to separate himself entirely from the position taken by Mr. Ford in the letter which Mr. Cauchon then proceeded to read to the House. I will quote the reported language of the Commissioner:—"He was ready to admit that Mr. Langton had *faithfully done his duty*, but he also claimed for himself credit for having discharged his duty with *equal care and good faith*." In my opinion, language could not be stronger, or the admission clearer that you had carefully and faithfully done your duty. What followed was in fact the defence of the Accountant. I do not presume you expected or wished I should enter the lists against Mr. Ford, or question the right of Mr. Cauchon to read the defence of his officer to the charge of mismanagement brought by the Committee against him.

I cannot disguise from myself the fact that a good deal of the difficulty, of the heartburning I may say, which has arisen in this matter, has been occasioned by the want of that definiteness in the report drawn up by the Chairman of the Committee of Public Accounts, which would have shewn how and when the practices commented on had grown into use, the fact that the system of Board of Works certificates against which so much was said in debate, was in full operation at the period when Mr. Young who drew up the report condemning the practice, was Chief Commissioner of Works, and the entire absence of those details shewing the recent changes in the Crown Land Department, the payment of all monies into the hands of the

Receiver General, the establishment of the Audit branch and inspection, and the benefits anticipated from it! points which in common justice to the present administration should have been noticed,—and which would have shewn that active measures had already been taken to reorganize and improve the whole departmental system.

I concur in the views you have expressed in your letter of 19th May of the mode in which the auditing of Accounts should be conducted, and I thank you for your remark that “you have always found the greatest willingness on my part to assist you with my authority, and to initiate such reforms as may be required.”

With reference to the place where accounts should be audited, I see much inconvenience in conducting the Audit elsewhere than in the Auditor's rooms with his assistant Clerks about him—at the same time where the inspection of books and vouchers in daily use in other departments is to be undertaken, it might suit the convenience of both parties, and prevent the interruption of Public business, if a room were allotted in the Department where the inspection is called for, for the use of the Auditor and his Accountants while the inspection is carried on.

I have now only to add that I lost no time after the receipt of your letter of the 21st ult., in acting upon the suggestion it contained, of becoming myself the medium of communication between the Auditor's branch and the other Departments of the Government, and I trust that where there is a sincere desire amongst the several officers of the Government to discharge their duty faithfully, as I know there is on your part, and I have no reason to doubt on that of others, all risk of future collision is at an end.

I remain,

My Dear Sir,

Your's faithfully,
(Signed,)

W. CAYLEY.

John Langton, Esquire,
Auditor of Public Accounts.

AUDITOR'S OFFICE,
Toronto, 10th June, 1856.

SIR,—I have the honor to acknowledge receipt of your letter dated June 7th, received by me last night. It was not my desire to enter myself, or to lead you into any discussion with Messrs. Ford and Dawson; but I certainly was under the impression that, as the Commissioner of Crown Lands, in defending the officers of his Department, had made an attack upon me, I might not unreasonably desire that you should be the medium, through which an officer of your Department should be defended.

Had I myself made any charge against the Crown Lands Department or its officers, the case might have been different; but when, in the ordinary routine of the duties of my office, I had written an official letter to the Commissioner asking for explanations of the accounts of his Department, and three months after this was answered by his bringing charges against me of neglect of duty and falsehood, I think that you, who knew I had not neglected my duty and had stated nothing but the truth, might, without risking a collision with your colleague, have prevented those charges from going to the country uncontradicted.

I am aware that the Commissioner of Crown Lands said in the House that he was not responsible for the papers he read; and had he merely read a statement of facts with this qualification, the position which he took might have been admitted. But if a Minister of the Crown reads in his place in Parliament a charge against a public officer, and publishes to the world an accusation of falsehood, the country will draw no such nice distinctions, but will hold that as a Minister and a man he assumed the responsibility of the charges.

You state that when you applied to Mr. Cauchon personally, he assured you that he would address me with a view to remove any painful impressions which might have been created. He never did however address me with any such object, but merely to deny that the garbled edition of those papers published in the newspapers had been inserted with his knowledge. On the contrary in a second letter he distinctly stated to me that he did assume the responsibility of the facts contained in them.

Under these circumstances I think I owe it to myself that I should not allow the matter to drop, but that the House and the country should have an opportunity of judging whether I have neglected my duty or stated anything that is false; and I have therefore, with your knowledge and sanction, requested a friend to move for copies of all correspondence upon the subject of the charges made by the Commissioner of Crown Lands against me.

In conclusion I would beg to add, that in the foregoing sentences I do not desire to impute blame to you for the course which, under difficult circumstances, you thought it advisable to adopt; but merely to shew what were my reasons for wishing you to defend me in the first place, and for having now entrusted my defence to others.

I have the honor to be,

Your obedient servant,

(Signed,)

JOHN LANGTON,

Auditor.

The Hon. Wm. Cayley,
Inspector General.

CROWN LAND DEPARTMENT,
Toronto, 18th June, 1856.

SIR,—I have not had time before to notice the communications made to you by Mr. Langton, the Auditor, on the 19th ult: in reference to the charges made by him, in his evidence before the Committee on Public Accounts, against the Crown Land Department, and brought anew in the House by way of accusation against me, and which were so serious in their nature, and at the same time so wholly unfounded in reason or fact, that I found it necessary to refute them in my place in Parliament. But although I should have been glad, in consideration for him, to have waived any further reference to the subject, as it has again been brought under the notice of the House, at his instance, it becomes necessary for me once more to expose the inconsiderate and erroneous statements he has made.

In the first of the letters referred to, of 19th ult., Mr. Langton claims to be judged by the facts alone and disclaims the responsibility of inferences drawn by the Committee of the House of Assembly, on which I would remark that no one has, to my knowledge, attempted to fix any responsibility upon him except in regard to the facts which he has mis-stated, and if inferences have been drawn which partake of the nature of the evidence upon which they are based, the Committee may settle the question of responsibility on that head for themselves.

Mr. Langton states that it was at the "request" of the Committee that he filed in evidence the letter he had addressed to me on the 28th February, but he has not explained how the Committee came to request that which they could not have known to exist unless its existence had first been made known to them. And here I must draw a distinction between his letter as addressed to me in the first instance and the same letter as filed in evidence before the Committee of the House. In the first instance the total misapprehension of facts and figures with which it abounds was a matter of little moment; and considering that it only professed to be a cursory glance of one day at the accounts (involving upwards of £300,000, contained as he himself states in 167 different accounts, with all of which he claimed to be wholly unacquainted until the previous day,) it was but reasonable to suppose that a furthe

study of the subject would have enabled him to arrive at more correct conclusions. But when the same letter, with all its mis-statements is given in evidence before the high Court of Parliament and launched before the country, not as the hasty result of an incomplete examination, but as unaffected after a prolonged enquiry, it became my duty to check and expose the fallacies it contained.

With regard to the letter itself viewed simply, in the first place, as a letter to my Department, it will readily be conceded that such a communication,—entering at great length into minute details, conceived in error and based in almost every instance upon a misapprehension of facts and circumstances, as well as of the respective positions and duties of the writer and myself,—was not such as to demand an immediate or detailed reply; neither, I must beg to submit, is a financial correspondence of this kind at all necessary to, or calculated to promote the proper audit of the accounts, for, while it must necessarily take up a great deal of the time both of myself and the officers of the Department in connection with that branch of the service, it must also be frequently unsatisfactory when a short inspection of the Books with verbal explanations, would enable the Auditor to comprehend what might otherwise be the subject of correspondence for months. There certainly can, whenever the Auditor chooses to adopt that mode, be no objection to giving a prompt reply to any practical questions in relation to the accounts, but when questions are put and remarks made which are not of a practical nature I confess that it seems a matter of difficulty to frame answers that would ensure the comprehension of matters on which the enquirer was wholly at fault, for it will be admitted that questions not understandingly put will naturally puzzle the best intelligence to answer so as to fit the answer to the measure of knowledge of the subject, on the part of the questioner, which must form the basis for its comprehension by him.

I beg, however, that I may not be understood as throwing any imputation upon Mr. Langton's capacity, beyond the fact, that whatever may be his attainments as a man of education, or his general abilities, there are points in the present instance, or which,—and I say it with much regret,—he has not taken the course calculated to distinguish, with advantage to himself, between the sound and practical on the one hand, and the theoretical and visionary on the other.

Mr. Langton says that he "made no charge against the Crown Land Department or its officers," yet he gave in evidence what was understood by the Committee, what was understood by the House, and what was understood by the Press of the country, as conveying, first, that the Books of this Department were so kept that they could be quite conveniently balanced with or without the item of £10,166 15s. 9d.: second, that there was no check whatever over the expenditure of above £9,000, in the Woods and Forests Account, for which there actually and positively existed no voucher whatever; and third, that the same account was falsified by credit being taken for the sum of £5,983 4s. 4d. which was not collected, and which to cover the deceit, "must have been taken from some other fund" to make the account with the Government balance. If these, not to speak of minor items, are not "charges against the Crown Land Department or its officers" it would be hard to define what charges mean, for none could be made, in my opinion, more grave or serious, as such irregularities, if they could exist, would shew that they either were, or could be made, the cloak to others of a still more aggravated character.

Mr. Langton may not have intended to convey the above meaning, and so far as it was merely contained in a letter to the Department, it was immaterial under what misconception of facts he may have expressed it, as modification or explanation was still possible, but, when the same thing came to be gravely laid in evidence before the public, it was no longer what he meant, but what he said, that was the question and the meaning conveyed to the public by the language used is evidenced by the meaning the public attached to it.

I now come to Mr. Langton's other letter of 19th ult. which I shall consider, where the items require it in connection with that of 28th February; and in the

first place the £10,166 15s. 9d. which has given him so much trouble, and which he either cannot or will not understand, is simply money paid in to the Receiver General without the Department knowing to what account to apply it. Now it may be very incomprehensible to the Auditor why people will insist on paying in money in the hope that such payments will weigh in their favor, in cases they may either have under consideration or which they may intend to prefer, or for other such like purposes, but I do not see how they can be prevented from doing so, nor how the Department can be expected to carry the money so paid to the Government Account, or furnish a detailed statement of the accounts on which it is applicable, except according as it is gradually applied up, on the different cases in support of which it was originally paid in by the depositors.

At the end of the third paragraph of this letter Mr. Langton states that he has no means of knowing whether the sum under consideration "arose during the past year or was the accumulation of many previous ones" and in the 5th and 6th paragraphs he goes on to shew the precise extent to which it has increased during the past year, a circumstance which would shew that he has either got his ideas into an extraordinary state of derangement upon the subject, or that he is desirous of troubling the Department for written explanations on points upon which he is already fully informed. In his reference to this sum in the letter of 28th February (second paragraph) he assumes that it must have accrued entirely within the year, because he finds no balance in the Receiver General's account at the beginning of the year, but Mr. Langton surely cannot be ignorant of the fact that, until the Act of last Session came into force, this Department had a separate exchequer from the rest of the Government, and it would seem almost an imputation upon his intelligence to suppose that he overlooked the necessary consequence that unapplied deposits were not paid in to the credit of this Department, and that therefore the balance at the beginning of the year, when the new Act was not in force, and this Department kept its own cash account with the Bank, could not be discovered in the Receiver General's account.

In further reference to this subject I quote the 5th and 6th paragraphs of Mr. Langton's letter of the 19th ult., entire:

5th. "The whole of the deposit and suspense accounts, of which there are several, amount together to £24,927 4s. 2d., and have increased £3,086 5s. 10d. during the past year. These represent receipts of the Department or its Agents, which will sooner or later have to be applied to territorial revenue or special funds, or refunded to individuals."

6th. "Towards this purpose there is, in the Receiver General's hands, the sum of £ 0,166 15s. 9d. available, and it is not unimportant to ascertain from which of the other 166 accounts the balance of £14,760 8s. 5d. is to be obtained when wanted."

As Mr. Langton must be looked upon as having had some opportunity of acquiring experience of such matters, I find it very difficult to give him credit for the degree of simplicity this question betrays, more particularly as the 5th paragraph, above quoted, indicates a perfect knowledge of the nature of the account. Had he asked what had become of the balance, his question, (although at this late date he ought not, if he really does require to ask it,) would have been intelligible; but when he asks out of "which of the other 166 accounts" the balance is to be obtained, he asks what is inconsistent with common sense, and I cannot imagine how the idea of getting it out of any of the other accounts could ever suggest itself to a practical man.

These deposits have been accumulating ever since the Union of the Provinces. The Department had its own exchequer until after the passing of the Act 18 Vic., cap. 78 last year, and a part of the amount made up from these deposits was used, like other monies at the credit of the Department in the Bank, for Departmental expenses and disbursements, and for the sum so used the Government has, of course,

through the action of the Department under successive Commissioners, become responsible in the same degree as for the expenditure of other sums used in the like manner for similar purposes in deduction of the actual Territorial revenues of the same periods. The great bulk of the balance will, of course, be paid for in land, for which it was originally deposited, and whatever amount has finally to be refunded, which must be but very trifling, will have to be obtained from the Government. As the account is gradually liquidated by applying the deposits on the purchase of the lands for which they were intended, new sums will no doubt be paid in on the same principle, and thus a floating deposit account must always be found at the credit of the Receiver General, and the only difference between the old system and the new, in this particular, will be that under the new system the total amount of the deposit account will remain idle at the credit of the Receiver General, while under the old system, instead of leaving so large a sum idle in the Bank, the Department used a part of the amount for current expenses. I do not feel called upon at the present moment to offer any opinion upon the advantages or disadvantages of either system; I merely state the case as it is and as I found it when I came into office, and can only reiterate my surprise that Mr. Langton should have got his ideas into such a state of confusion upon the subject as to jump at the conclusion he has done, and I cannot but think that he could have learned the real state of the case in five minutes, if, instead of a theoretical correspondence, he had resorted to a practical audit of the accounts.

It is true that under the reforms which I have been engaged in organising, and which I intend to carry out as fast as practicable, the necessity for such deposits will be very much diminished, if not altogether obviated, but this I need scarcely say is a matter of departmental action, not of audit.

The next point in Mr. Langton's letter of the 19th ult., is [7th paragraph] that he denies positively having assented to the arrangement stated by Mr. Ford, that he would have such vouchers as were not in duplicate examined in the department; on which I have merely to remark that, besides a very strong impression on my own mind that I heard him assent to the proposition, two officers of the Department, viz.: Mr. Ford, the Accountant, and Mr. Génèreux, the Secretary of the Department, both distinctly affirm the fact; and the proof of the contrary, which he construes my letter of 23rd April to afford, is only on a par with the misapprehension of facts and circumstances so common throughout his letters.

In the 9th paragraph he states that he can readily believe what he presumes Mr. Dawson means, viz.: "that he has the vouchers," but that "none accompanied the account," and here I would remark that while Mr. Langton thus admits that he believed them to exist (and I would add have always been open to his inspection in the department,) his statement in the letter filed in evidence before the Committee was not that they did not accompany the account but that they positively did not exist.

In the 10th paragraph he goes on to refer to the £5,983 4s. 4d., which, while he admits that "it is stated in the account not to have been collected," he still persists in asserting to have been nevertheless paid over" and "must have been borrowed for that purpose," or else the account otherwise falsified by the charging of a similar amount in the disbursements without having been actually disbursed. The one or the other of these grave charges, being put as a positive alternative, would assume a very serious aspect indeed if proceeding upon an intelligent basis from a practical acquaintance with the subject, but considering the extraordinary hallucination under which Mr. Langton appears to labor, in relation to matters of account, I can only assure him that I have neither borrowed the amount, nor obtained it by taking credit for disbursements which have not been paid, and that therefore, not having got the money, I have not paid it over, as he assumes, and finally, that if he would take the trouble to audit the accounts, he will find that the sum stated stands to the debit of Mr. McLean Stewart, the Collector of Crown

Timber dues at Quebec, under whose active and efficient discharge of the duties entrusted to him, not one sixpence of such sums, outstanding at the close of the year, though often several times as large as on this occasion, has ever yet been lost. As to the convenience or inconvenience of the mode of rendering the account of such sums, I have no objection to any form the auditor may require so long as it is made perfectly clear, as it distinctly was on the present occasion, that the amount is uncollected and has still to be accounted for. I cannot close my remarks on this point without again referring to Mr. Langton's letter of the 28th February. (see latter part of paragraph 23,) which is so singularly illustrative of the confusion of his ideas on this subject. I quote his words: "In the present instance your Department has clearly given credit for money which it has not received—and the balance paid to the Receiver General cannot really represent the position of your Department toward the Government, which must either owe you that amount, or it must have been taken from some other fund, which equally renders the account fallacious"—a very curious alternative certainly. The proposition stands, first, that the Government must owe me the amount; the alternative is that, otherwise, I must have taken it from some other fund and paid it over to the Government, in which case the Government does not owe it to me; and so convinced is he of this extremely logical deduction that, in his letter of the 19th ult., 10th paragraph, he goes on to shew that I must have borrowed it from the Bank, or falsified the disbursement account in order to get the money to pay over to the Government; "an exceedingly inconvenient method" of balancing the account I should imagine when, without such operation, the proposition stood that the Government must owe me the amount.

I would now advert again, for a moment, to the letter of the 28th February, (see 17th paragraph,) wherein Mr. Langton endeavors to impress upon me that it is my duty to prevent the Agents of the Department from receiving any cash, and that every person buying a lot of land should be made to pay the money into the Bank. I do not intend to enter into any argument with Mr. Langton upon this subject, the extreme oppression of compelling settlers to travel immense distances (which would be the case in the poorer and more remote settlements) to deposit a few pounds, or the inevitable result of retarding the progress of the country, inasmuch as, like some others he has adverted to, it is one, not of audit, which properly constitutes his duty, but of Governmental action for which I am responsible to the Country and to Parliament, and on which I may add that I had taken action, long previous to his letter, with the view of ascertaining its practicability.

The 20th paragraph of his letter of the 28th February, is another evidence of the total misapprehension of his subject exhibited by Mr. Langton. He therein endeavors to shew that the Department has acted illegally in using gross receipts for the purposes of disbursement in violation of the Audit Act of last year under which he acts himself, whereas, money for the disbursements should be obtained by warrant from the Government and by no other means; now if he had really looked into matters understandingly, he would have seen that the practice he takes so much trouble to condemn, does not, and could not by any physical possibility exist. If he had looked into matters he would have seen that, as soon as the Act came into force, I gave orders that all moneys deposited on account of my Department, should be paid in to the credit of the Receiver General, and he would have seen that this order has been strictly obeyed, and that therefore, inasmuch as no part of the revenues of the Department have been paid into my hands after the promulgation of the new law, it is physically impossible that I should have disbursed any money which I did not get. But Mr. Langton in this, as in other matters, arrives at his conclusions by confounding things entirely distinct in point of time and circumstances. Knowing, for instance, in this case, that the Department had a separate exchequer, he admits the balance on hand at the beginning of the year (1855) and the £10,000 afterwards obtained by warrant from the Government,

and concludes that all the rest of the disbursements were out of moneys received by the Department in violation of the Audit Act, but he ignores the fact that the Department continued to have its separate exchequer under the old system, from the beginning of the year up to the time the Act was passed, which was in the summer, and on what ground he can pretend to give the law a retroactive effect to the first of January, in order to make out that the action of my Department was for nearly half a year in contravention of a law which, during that period was not on the Statute Book, is more than I can imagine.

The cause of the disagreement between the balances, from former years, of the Books of my Department and the Books of the Inspector General's Department (see 21st paragraph, letter of 28th February) is just one of those things the Auditor ought to find out, and was not a fit subject for animadversion, at least until he could point to where the error arose.

The circumstance of a number of accounts having remained unaltered (animadverted upon in the 25th paragraph, 28th February), for a length of time, arises in many cases from the fact that there being no authority to annul debts due, &c., there could be no profit and loss account, consequently, such accounts have had to remain on the books and appear on every balance sheet.

On the question of vouchers, which takes up a great part of Mr. Langton's letters, I can only repeat that they are open to his inspection in the Department, but those which are not in duplicate I cannot consent to transmit to him, as I alone am responsible for them.

I believe I have said enough upon the most important points adverted to by him to shew the utterly impracticable nature of his correspondence, and as the parts not noticed consist, for the most part, either in points of less moment, or in surmises, opinions, and remarks, expressly stated to be inconclusive, I shall only add that, whenever Mr. Langton is prepared to make a practical Audit of the Books of my Department, everything is not only open to him, accounts, returns, vouchers, &c., &c., but I court and desire every investigation from which anything can possibly result either in detecting errors or improving the system.

In conclusion, if Mr. Langton feels agrieved at the exposure his evidence has met with at my hands, he must remember that I ought to have had some notice that he was about to submit his letter; whereas I did not even know that the accounts of my Department were before the Committee, in any shape, until I was attacked upon the authority of his evidence, in the House and in the Press throughout the country; and I can only now repeat the facts which, in rebutting the charges made against me on his evidence, I stated in the House, and which yet stand without denial or attempt at denial, viz.: that he has never audited the accounts of my Department, that he has never seen nor asked to see the books, and that the vouchers, of which he denied the existence, are in the Department, and are, and *ever have been*, open to his inspection; and in like manner I am well assured that he has not audited the books of the other Departments against which he has given evidence.

I have the honor to be Sir,

Your most obedient servant,

(Signed,)

JOSEPH CAUCHON.

Commissioner of Crown Lands.

The Hon. William Cayley,
Inspector General,
&c., &c., &c.,
Toronto.

TORONTO:

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R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 31st March last, praying His Excellency to cause to be laid before the House, "a Return, in full detail, of the Expenditure on Elmsley Villa, Parliament House, Government House, and Public Buildings, Toronto, in 1854 and 1855; shewing also, whether the said Works were publicly advertised, and let by open Contract; to whom the payments were made; the nature and extent of the agreements, and work done, and referring in each case, to the statutes authorizing such special Expenditures."

By Command.

T. LEE TERRILL,

Secretary.

SECRETARY'S OFFICE,

Toronto, 28th June, 1856.

STATEMENT shewing the EXPENDITURE made at TORONTO on PUBLIC BUILDINGS, in the years 1854 and 1855, made in accordance with the command of His Excellency the Governor General on an Address of the Honorable the Legislative Assembly, dated 1st April, 1856.

Building. 1854.	Whether Advertized and Let by Competition.	NAMES OF CONTRACTORS.	NATURE AND EXTENT OF WORK.		Authority.
			Description.	Amount.	
			£	s.	d.
Government Grounds		William Mundie	20	16	8
do	Competition.	J. Goodall	5	12	6
do	do	C. & W. Walker	3	5	0
do	do	June Pay List.	73	0	0
do	do	do	85	0	7½
do	do	J. Butt.	1	3	4½
do	Competition.	J. Goodall	65	16	8
do	do	Ridout & Brothers	4	3	2
do	do	J. Leslie	8	1	7½
do	do	February Pay List.	8	7	3
do	do	Ep. Butt	2	5	5
do	do	Its. Butt	0	0	0½
do	do	Charles Vale	1	10	7½
do	do	March Pay List	69	6	0
do	do	William Richmond.	0	12	6
do	do	William Mundie	20	16	8
do	do	May Pay List	105	4	7½
do	do	April do	76	4	3
do	do	Coatsworth & Co	7	19	4
do	do	Charles Vale	2	14	3
do	do	William Mundie	22	3	3
do	do	M. Townsley	8	17	9
do	do	George Leslie	39	6	6
do	do	James Fleming	35	12	12
do	do	J. Goodall	34	16	10

do	do	Joseph Rogers	0	10	0	do
do	do	Ep. Butt	3	16	8	do
do	Competition.	J. Goodall	17	10	11	do
do	do	Ellwanger & Burry	7	19	9	do
do	do	William Mundie	21	9	2	do
do	do	William Gorrie	0	6	3	do
do	do	R. Lamb	28	2	6	do
do	do	William Mundie	14	11	11	do
do	do	do	26	8	0	do
do	Advertized	A. Wilcock	75	0	0	do
do	do	M. Townsley	73	17	0	do
do	Advertized	J. Harper	416	10	0	do
do	do	J. Worthington	160	17	6	do
do	do	J. Goodall	89	10	1	do
do	do	Charles Vale	135	0	0	do
do	do	September Pay List	129	8	10	do
do	do	E. B. Gilbert	18	15	4	do
do	do	September Pay List	166	2	6	do
do	do	P. Tonner	17	10	0	do
do	do	McIntosh & Co	2	17	6	do
do	do	J. Butler	5	12	0	do
do	do	P. Herbert	12	10	6	do
do	do	October Pay List	122	19	9	do
do	do	do	153	14	4½	do
do	do	do	6	15	0	do
do	do	William Gordon	6	15	3	do
do	do	Charles Vale	5	0	0	do
do	do	J. Butler	6	17	6	do
do	do	P. Tonner	6	0	0	do
do	do	Mrs. Arthurs	13	0	0	do
do	do	December Pay List.	13	0	0	do
do	do	do	10	11	9	do
do	do	do	8	10	0	do
do	do	J. Thompson	11	5	8	do
do	do	P. Tonner	21	1	2	do
do	do	William Mundie	127	15	7½	do
do	do	November Pay List	105	14	8	do
do	do	do	6	14	11	do
do	do	Ridout & Brothers	74	11	2	do
do	do	Ep. Butt	1			do
do	do	Charles Vale				do

STATEMENT showing the EXPENDITURE made at TORONTO on PUBLIC BUILDINGS in the years 1854 and 1855, &c.—(Continued.)

Building 1854.	Whether Advertized and Let by Competition.	NAMES OF CONTRACTORS.	NATURE AND EXTENT OF WORK.		Authority.
			Description.	Amount.	
			£	s.	d.
Government Grounds.....		William Gordon.....	8	13	11½
do		J. Townley.....	2	13	11½
do		J. Worthington.....	10	2	0
do		J. Westman.....	3	0	0
do		July Pay List.....	131	18	3
do		J. Goodall.....	66	0	3
do		Charles Vale.....	1	19	0
do		William Gordon.....	25	18	9
do		James Fleming.....	2	4	6
do		William Munde.....	21	6	2
do		July Pay List.....	86	10	6
do		August do.....	164	2	10
do		do.....	152	9	7½
do		Lawson & Stetson.....	4	10	0
do		J. Harper.....	16	5	0
do		J. T. Bailey.....	38	0	0
do		J. Deuchar.....	5	16	4
do		Ridout & Brothers.....	1	9	0½
do		William E. Crown.....	4	11	8
do		William Rowell.....	2	5	0
do		William H. Fox.....	5	17	0
1854.					
Parliament Buildings.....	Advertized	J. Harper.....	686	17	7
do	do	do.....	190	11	2
do	do	Ep. Butt.....	0	17	10½

(On Resolution of Legislative Assembly, and Orders in Council.)

Building 1855.	Whether Advertized and Let by Competition.	NAMES OF CONTRACTORS.	NATURE AND EXTENT OF WORK.		Authority.
			Description.	Amount.	
			£	s.	d.
Government Grounds.....		January Pay List.....	26	0	0
do		William Munde.....	20	16	0
do		February Pay List.....	14	0	0
do		Helen Arthurs.....	6	0	0
do	Competition	J. Goodall.....	72	18	4
do	Advertized	J. Fleming.....	93	15	0
do		Alexander Hamilton.....	22	5	10
do		Mrs. Townsley.....	89	17	9
do		R. Roach.....	129	10	8
do	Competition.	J. Fleming.....	65	3	3
do		J. Goodall.....	129	10	8
do	Competition.	February Pay List.....	11	0	0
do		March do.....	14	0	0
do		April do.....	43	18	9
do		May do.....	77	16	3
do		June do.....	12	0	0
do		S. Creighton.....	1	7	6
do		Ellwanger & Barry.....	67	7	2
do	Advertized	A. Wilcock.....	289	6	6
do	Competition	J. Goodall.....	127	6	7
do	do	do.....	145	7	6
do		J. Fleming.....	200	19	0
do		J. T. Bailey.....	58	4	9
do		George Leslie.....	54	19	4
do		William Munde.....	20	16	8
do		do.....	20	16	8
do		do.....	20	16	8
do		J. Fleming.....	20	16	8
do		do.....	16	0	0
do	Advertized	E. Coatsworth.....	1	14	0
Government House			50	0	0
do	do	William Ardaugh.....	51	0	0
do	do	William H. Pim.....	1025	2	0
do	do	do.....	1968	2	0

(On Resolution of Legislative Assembly, and Orders in Council.)

STATEMENT shewing the EXPENDITURE made at TORONTO on PUBLIC BUILDINGS in the years 1854 and 1855, &c.—(Continued.)

Buildings. 1855.	Whether Advertized and Let by Competition.	NAMES OF CONTRACTORS.	NATURE AND EXTENT OF WORK.		Authority.
			Description.	Amount. £ s. d.	
Government House	Advertized	William H. Pim	Carpentry, &c.	889 0 0	On Resolution of the Legislative Assembly, and Orders in Council.
do	do	do	do	903 12 5	do
do	do	do	do	823 16 3	do
do	do	do	do	44 15 0	do
do	do	E. Coatsworth.	do	278 0 0	do
do	do	William H. Pim	do	480 0 0	do
do	do	E. Coatsworth.	do	308 0 0	do
do	do	do	do	500 0 0	do
do	do	William H. Pim	do	613 0 0	do
do	do	do	do	328 0 0	do
do	do	E. Coatsworth.	do	358 0 0	do
do	do	C. P. Ladd	do	200 0 0	do
do	do	E. Coatsworth.	do	354 0 0	do
do	Advertized	Gumberland & Storm.	Architects	400 0 0	do
do	Advertized	J. Carr.	Joiner	94 9 1½	do
do	do	Cumming & Wells.	Plumbers	150 0 0	do
do	do	Alexander Hamilton	Painter	300 0 0	do
do	do	E. Coatsworth.	Carpentry	418 19 9	do
do	do	William H. Pim	do	354 0 0	do
do	do	T. D. Harris.	Hardware	41 6 3	do
do	do	William H. Pim	Carpentry	260 0 0	do
do	Advertized	E. Coatsworth.	do	404 0 0	do
do	do	do	do	280 0 0	do
do	do	do	do	26 0 0	do
do	do	William Hay	Architect.	76 19 9	do
do	do	William J. McKay	Paper	412 7 6	do
do	do	R. Campbell & Co	Goods		do

do	do	do	do	0 0 0	do
do	do	do	do	6 0 0	do
do	do	do	do	315 17 4½	do
do	do	do	do	227 4 3½	do
do	do	do	do	348 1 8½	do
do	do	do	do	298 13 8	do
do	do	do	do	237 1 10	do
do	do	do	do	28 5 6	do
do	do	do	do	169 18 1	do
do	do	do	do	192 8 0	do
do	do	do	do	129 17 6	do
do	do	do	do	374 0 0	do
do	do	do	do	290 10 0	do
do	do	do	do	392 16 0	do
do	do	do	do	1820 0 0	do
do	do	do	do	360 0 0	do
do	do	do	do	274 0 0	do
do	do	do	do	494 0 0	do
do	do	do	do	202 0 0	do
do	do	do	do	179 0 0	do
do	do	do	do	230 0 0	do
do	do	do	do	200 0 0	do
do	do	do	do	144 10 0	do
do	do	do	do	800 0 0	do
do	do	do	do	119 0 0	do
do	do	do	do	159 0 0	do
do	do	do	do	148 0 0	do
do	do	do	do	449 18 11½	do
do	do	do	do	408 11 6	do
do	do	do	do	468 17 0	do
do	do	do	do	276 2 10½	do
do	do	do	do	395 6 9½	do
do	do	do	do	76 10 5	do
do	do	do	do	36 17 6	do
do	do	do	do	116 8 9	do
do	do	do	do	60 0 0	do
do	do	do	do	22 16 3	do
do	do	do	do	68 0 0	do
do	do	do	do	31 12 0	do
do	do	do	do	15 4 4	do

STATEMENT shewing the EXPENDITURE made at TORONTO, on PUBLIC BUILDINGS, in the years 1854 and 1855, &c.—(Continued.)

Buildings. 1855.	Whether Advertized and Let by Competition.	NAMES OF CONTRACTORS.	NATURE AND EXTENT OF WORK.		Authority.	
			Description.	Amount.		
			£	s.	d.	
Public Offices.....		H. Lewis.....	26	6	3	On Resolution of the Legislative Assem- bly, and Orders in Council.
do	Advertized	J. Plenderleith	165	1	3½	do
do	do	George Harding	48	12	0½	do
do	Advertized.	J. Plenderleith	870	0	0	do
do	do	do	569	18	1½	do
do	do	do	149	15	0	do
do	do	William H. Pim	220	14	10½	do
do	do	Alexander Hamilton	61	9	4	do
do	do	George Harding	7	8	3	do
do	do	J. Carr	62	2	7	do
do	do	Cumming & Wells.....	6	9	8	do
do	do	Toronto Water Works	80	3	2	do
do	Advertized	Plenderleith & Snarr	249	19	8	do
do	do	do	406	9	10½	do
do	do	do	506	18	5	do
do	do	Cumming & Wells.....	124	17	10	do
do	do	J. Plenderleith	186	16	0	do
do	do	Alexander Hamilton	149	0	0	do
do	do	Cumming & Wells.....	42	0	1	do
do	do	J. Plenderleith	377	4	10½	do