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SESSIONAL PAPERS.



FIRST SESSION OF THE EIGHTH PARLIAMENT

OF THE

PROVINCE OF CANADA.

Session 1863.



VOLUME XXII.

PRINTED, FOR THE CONTRACTORS, BY HUNTER ROSE & CO., ST. URSULE STREET, QUEBEC.

LIST OF SESSIONAL PAPERS.

VOL. XXII.—SESS. 1863.

ARRANGED ALPHABETICALLY.

Agricultural Societies, - - - (No. 39.)	Lancaster Road, - - - (No. 28.)
Anderson, Captain, - - - (No. 46.)	Licences, Liquors, - - - (No. 51.)
Baptisms, Marriages, &c., - - - (No. 1.)	Loan Fund, - - - (No. 49.)
Beauharnois Justices, - - - (No. 34.)	London, collector at - - - (No. 40.)
Bonds and Securities, - - - (No. 3.)	Manitoulin Islands, - - - (No. 18.)
Brigade Majors, - - - (No. 9.)	Marriages, U.C. - - - (No. 37.)
British Columbia, - - - (No. 29.)	Militia, - - - (No. 12.)
Bruneau, Mr. Justice, - - - (No. 20.)	Mingan and King's Posts, - - - (No. 23.)
Chaudière Mines, - - - (No. 53.)	Montreal Gaol, - - - (No. 33.)
Colonization Roads, - - - (No. 21.)	Mount Forest, - - - (No. 26.)
Commissions, Cost of - - - (No. 44.)	Municipal Returns, - - - (No. 4.)
Customs Officers, - - - (No. 58.)	North-West Territory, - - - (No. 31.)
Dredging Machine, - - - (No. 43.)	Ocean Mail Service, - - - (No. 15.)
DuMoine River, - - - (No. 59.)	Payments by O. C., - - - (No. 6.)
Emigration, - - - (No. 41.)	Provident Life Assurance, - - - (No. 2.)
Estimates, - - - (No. 14.)	Public Buildings, - - - (No. 10.)
Ferguson, T. R. - - - (No. 32.)	Public Employés, - - - (No. 57.)
Fishery Acts Amendments - - - (No. 22.)	Red River, - - - (No. 29.)
Foreign Insurance Companies, (No. 52.)	Rideau River, - - - (No. 27.)
Free Grants on Colonization Roads, (No. 45.)	Seductions, - - - (No. 55.)
Gaspé and Bonaventure Elections, (No. 24.)	Seigniorial Allowance, - - - (No. 19.)
Gaspé Wharf, - - - (No. 50.)	Snider, Sheriff, - - - (No. 42.)
Grand Trunk Railway, - - - (No. 17.)	St. Maurice Islands, - - - (No. 54.)
Grey and Wellington Road, - - - (No. 30.)	Tavern Licences, Oxford, - - - (No. 47.)
Huron and Superior, Mail Service, (No. 36.)	Timber Dues, - - - (No. 11.)
Improvement Fund, - - - (No. 16.)	Toronto Roads, - - - (No. 56.)
Innisfil, - - - (No. 32.)	Turnpike Roads, Montreal, - - - (No. 35.)
Inspector of Post Offices, - - - (No. 25.)	University College, - - - (No. 5.)
Intercolonial Railway, - - - (No. 13.)	Votes Polled, - - - (No. 48.)
Kamouraska Court House, - - - (No. 8.)	Quebec Fire Loan, - - - (No. 38.)
Lachine Canal, - - - (No. 7.)	

LIST OF SESSIONAL PAPERS.

ARRANGED NUMERICALLY.

CONTENTS.

- No. 1 - - - BAPTISMS, MARRIAGES and BURIALS :—General Statement and Return of, in certain Counties.—[*Not printed.*]
- No. 2 - - - PROVIDENT LIFE ASSURANCE and INVESTMENT COMPANY :—Annual Report of.
- No. 3 - - - BONDS and SECURITIES :—Return of Bonds and Securities recorded between the 20th February and the 13th August, 1863.—[*Not printed.*]
- No. 4 - - - MUNICIPAL RETURNS :—In part, for Upper Canada, for 1862.—[*Not printed.*]
- No. 5 - - - UNIVERSITY COLLEGE, TORONTO :—Report of the Colloge Council of University College, for the year 1862.
- No. 6 - - - PAYMENTS, by ORDERS in COUNCIL :—Statement of Payments made between the 16th May and the 13th August, 1863, on authority of Orders in Council, for which there was no direct legislative authority.
- No. 7 - - - LESSEES, LACHINE CANAL :—Return respecting Claims for Damages by Lessees of Water-powers on Lachine Canal.—[*Not printed.*]
- No. 8 - - - KAMOURASKA COURT HOUSE and GAOL :—Information respecting Debentures issued for Kamouraska Court House and Gaol, and amount of Building Fund in the District of Kamouraska.
—Statement of Cost of.
- No. 9 - - - BRIGADE MAJORS :—Reports of the several Brigade Majors of Military Districts, Canada.—[*Not printed.*]
- No. 10 - - - PARLIAMENTARY and DEPARTMENTAL BUILDINGS, OTTAWA :—Copies of all Reports of any Officers of the Public Works Department, made during the present working season, and other Evidence in the possession of the Government, relating to the time within which the Buildings at Ottawa can be completed.
—Copies of Contracts recently entered into by the Government for the completion of the Buildings at Ottawa, and copies of the Bonds, &c. Also, of all Correspondence, &c., on the subject of such renewed Contracts ; and all Reports from any Officers of, and Reports from, the Department to the Executive, and all Orders in Council, &c., connected with the renewal of these Contracts.

- No. 11 - - - TIMBER DUES :—Statement of amount due on account of Timber Dues, 31st December, 1862.
- No. 12 - - - MILITIA :—Correspondence with Imperial Government on the subject of.
- No. 13 - - - INTERCOLONIAL RAILWAY :— Correspondence relative to.
- No. 14 - - - ESTIMATES :—Estimates of the Province of Canada, for 1863.
- No. 15 - - - OCEAN MAIL SERVICE :—Information respecting Cancelling Contract with Messrs. Edmonstone, Allan & Co.
- No. 16 - - - IMPROVEMENT FUND :—Orders or Resolutions of the Executive Council, authorizing the payment to Municipalities in Upper Canada of moneys from the Improvement Fund.
- No. 17 - - - GRAND TRUNK RAILWAY :—Correspondence and Papers relative to certain Bonds of Grand Trunk Railway Company detained by Government.
- No. 18 - - - MANITOULIN ISLANDS :—Instructions given to Mr. Gibbard and others, who were sent to take possession of the Manitoulin Islands, relating to the division and distribution of the land; also, copies of the Reports of that gentleman, or of others; also, copies of the Depositions and of the Warrants for the arrest of persons, and a copy of the Instructions given to Mr. Whitcher; and finally, copies of the Orders in Council on the said subject since the 1st May last.
- No. 19 - - - SEIGNIORIAL ACT ALLOWANCE :—Return of Townships entitled to share in Seigniorial Act Allowance, the population thereof, and proportion due to each.—[*Not printed.*]
- No. 20 - - - MR. JUSTICE BRUNEAU :—Correspondence relative to resignation of. [*Not printed.*]
- No. 21 - - - COLONIZATION ROADS :—Information respecting.
- No. 22 - - - FISHERY ACT :—Reports suggesting Amendments to.—[*Not printed.*]
- No. 23 - - - MINGAN and KING'S POSTS :—Information respecting the Fishing Locations therein.—[*Not printed.*]
- No. 24 - - - GASPÉ and BONAVENTURE :—Respecting Writs of Election for.—[*Not printed.*]
- No. 25 - - - OTTAWA DIVISION, POST OFFICES :—Papers and Correspondence connected with the dismissal of the late Inspector.—[*Not printed.*]
- No. 26 - - - MOUNT FOREST MILL PROPERTY :—Copies of all Documents and Papers connected with the sale of the Mount Forest Mill Property.—[*Not printed.*]
- No. 27 - - - RIDEAU RIVER, BRIDGE :—Copy of all Petitions, Papers and Reports in the possession of the Government in relation to a Bridge over the River Rideau, at or near Becket's Landing.—[*Not printed.*]

- No. 28 - - - LANCASTER ROAD:—Copy of all Orders in Council referring to an appropriation for the construction of a Turnpike or Gravel Road near the Village of Lancaster, in the County of Glengarry, &c.—[*Not printed.*]
- No. 29 - - - RED RIVER:—Copies of all Communications made or Orders in Council passed in relation to the opening of a Route to Red River, or British Columbia and the Pacific.
- No. 30 - - - GREY and WELLINGTON:—Return of all Moneys expended in making and opening a Road between the Counties of Grey and Wellington, the dates of payment, the amount paid, to whom paid, and from what fund.—[*Not printed.*]
- No. 31 - - - NORTH-WEST TERRITORY:—Papers and Documents, Reports, Despatches, &c., in relation to opening up the Territory commonly called the North-West Territory, since the 1st January, 1862.
- No. 32 - - - T. R. FERGUSON, Esq.:—Correspondence and Affidavits relative to the sale of the south half of Lot No. 5, 1st Concession, Innisfil, to T. R. Ferguson, Esq., with Reports of Commissioner of Crown Lands, Reports of Committee of Council and Orders in Council relating thereto.—[*Not printed.*]
- No. 33 - - - MONTREAL GAOL:—Information on several matters connected therewith.
- No. 34 - - - BEAUHARNOIS, JUSTICES of PEACE:—Documents respecting appointment or dismissal of.—[*Not printed.*]
- No. 35 - - - MONTREAL TURNPIKE ROADS:—Information respecting, during the years 1860-'61-'62.—[*Not printed.*]
- No. 36 - - - MAIL SERVICE, LAKES HURON and SUPERIOR:—Correspondence, Orders in Council, and other Documents and Papers relative to the application of Mr. D. K. Feehan for a Contract for the performance of Mail Service on Lakes Huron and Superior.—[*Not printed.*]
- No. 37 - - - MARRIAGES, U. C.:—Return from the Registrars of the several Counties and Ridings in Upper Canada, giving certified copies of all the Lists of Marriages filed in their respective Offices for the year ended 31st December last.—[*Not printed.*]
- No. 38 - - - QUEBEC FIRE LOAN:—Copies of all Petitions or Requests for remission, in whole or in part, of the debts due by borrowers under the Quebec Fire Loan Act.—[*Not printed.*]
- No. 39 - - - AGRICULTURAL SOCIETIES, L. C.:—Information respecting sums paid to.—[*Not printed.*]
- No. 40 - - - LONDON, COLLECTOR of:—Copies of Letters between the Customs Department, &c., and any of the Officers of the Port of London, relative to charges against the Collector; and a copy of the decision of the Customs Department relative to such charges.—[*Not printed.*]

- No. 41 - - - EMIGRATION:—Information respecting Emigration, and for copies of Papers relative to means of providing for or employing Emigrants.—[*Not printed.*]
- No. 42 - - - SNIDER, SHERIFF:—Correspondence relative to the candidature of Mr. Sheriff Snider at the late Electoral contest for the County of Grey, with copies of all Telegrams relative to the said subject; also, copies of all Letters and Telegrams between Mr. Joseph Manghan and the Government, or any Member thereof, relative to the appointment of the said Manghan to the Shrievalty vacated by the said Snider; and also, for copies of all Correspondence between George Jackson, late Crown Land Agent in the County of Grey, relative to the appointment of Mr. William Jackson as Agent, prior to the General Election of 1854, or with any other person, relative to the resignation of Mr. George Jackson, and the appointment of Mr. William Jackson.—[*Not printed.*]
- No. 43 - - - MONTREAL HARBOR DREDGING MACHINE:—Information relative to despatching the Montreal Harbor Dredging Machine to Rivers L'Assomption and Terrebonne, during the late Election.—[*Not printed.*]
- No. 44 - - - COMMISSIONS, EXPENSES of:—Statement of Expenses of certain Commissions.—[*Not printed.*]
- No. 45 - - - COLONIZATION ROADS, FREE GRANTS:—Information respecting Free Grants of Land on Colonization Roads.—[*Not printed.*]
- No. 46 - - - ANDERSON, CAPTAIN:—Papers relative to dismissal of Captain Anderson from Quebec Volunteer Cavalry.—[*Not printed.*]
- No. 47 - - - OXFORD, INLAND REVENUE, TAVERN LICENSES:—Statement of the amount of Money received by the Collector of Inland Revenue for the County of Oxford, as Duty on Tavern Licenses, for the years 1861 and 1862 respectively, shewing the dates, &c.—[*Not printed.*]
- No. 48 - - - VOTES POLLED:—Returns from the Clerk of the Crown in Chancery, shewing the number of Votes polled for each Candidate, &c., during certain Elections for the Legislative Council and Legislative Assembly.
- No. 49 - - - MUNICIPAL LOAN FUND:—Information respecting.
- No. 50 - - - GASPÉ WHARF and RIVERS:—Information respecting Inspection and Measurement of a certain Wharf and Rivers in Gaspé, by F. Baillargé, Esq.—[*Not printed.*]
- No. 51 - - - INTOXICATING LIQUORS, MONTMAGNY, &c.:—Information respecting Licenses for Sale of Intoxicating Liquors in Districts of Montmagny, Kamouraska, and Saguenay.—[*Not printed.*]
- No. 52 - - - FOREIGN INSURANCE COMPANIES:—Information respecting.
- No. 53 - - - CHAUDIERE MINES:—Information relative to the.

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- No. 54 - - - ST. MAURICE ISLANDS:—Information respecting purchase of Islands at mouth of the St. Maurice.—[*Not printed.*]
- No. 55 - - - SEDUCTION, ACTIONS for:—Return from the several Clerks of the Peace, Upper Canada, of the number of Affidavits fyled within the last five years; and also, a Return, during the same period, of the numbers of Actions for Seduction tried by Judges of Assize and *Nisi Prius*, together with the Verdict in each case.—[*Not printed.*]
- No. 56 - - - TORONTO ROADS:—Return shewing all Moneys paid to the Government by the Toronto Roads Company, the date and amount of each payment, and the amount due and unpaid at the time the Government resumed possession of the said Roads; and of all Correspondence that may have taken place in reference to the resumption of the said Roads by the Government.
- No. 57 - - - PUBLIC EMPLOYÉS:—For information respecting Dismissals of Public Employés since 25th May, 1862, and those employed since.
- No. 58 - - - OFFICERS OF CUSTOMS, KAMOURASKA, &c.:—Information respecting Officers of Customs in Districts of Kamouraska, Rimouski, and Saguenay.
- No. 59 - - - RIVER DU MOINE:—Information respecting Works on.
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(No. 3.)

RETURN of Bonds and Securities recorded between the 20th February and the 13th August, 1863.

(No. 4.)

MUNICIPAL RETURNS (in part) for Upper Canada, for 1862.

[*In accordance with recommendation of Joint Committee on Printing, the above Returns are not printed.*]

(No. 5.)

REPORT of the College Council of University College for the year 1862.
Submitted to the Honorable the Legislative Council for their information.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 24th August, 1863.

To His Excellency the Right Honorable Viscount Lord MONCK, Governor General of British North America, &c. &c. &c.

MAY IT PLEASE YOUR EXCELLENCY,—

The College Council have the honor to present their Annual Report for the year 1862.

OFFICERS.

Visitor :

His Excellency the Right Honorable Viscount Lord MONCK, Governor General of British North America, &c. &c. &c.

President :

The Reverend JOHN MCCAUL, LL. D.

Professors, &c. :

Reverend JOHN MCCAUL, LL. D., Professor of Classical Literature, Logic and Rhetoric

Reverend JAMES BRAVEN, D.D., Professor of Metaphysics and Ethics.
 H. H. CROFT, D.C.L., Professor of Chemistry and Experimental Philosophy.
 GEORGE BUCKLAND, Esquire, Professor of Theory and Practice of Agriculture.
 *J. B. CHERRIMAN, M.A., Professor of Natural Philosophy.
 DANIEL WILSON, LL. D., Professor of History and English Literature.
 Reverend W. HINCKS, FL. S., Professor of Natural History.
 E. J. CHAPMAN, Ph. D., Professor of Mineralogy and Geology.
 JAMES FORNERI, LL. D., Professor of Modern Languages.
 G. T. KINGSTON, M.A., Professor of Meteorology, and Director of the Magnetical
 Observatory.
 J. M. HIRSCHFELDER, Esquire, Lecturer on Oriental Literature.
 Reverend ARTHUR WICKSON, LL. D., Classical Tutor.

Bursar :

DAVID BUCHAN, Esquire.

Registrar :

Reverend ARTHUR WICKSON, LL. D.

GRADUATES.

Since 1854, the following degrees have been conferred by the University of Toronto on students of this college:

M.D., 2; M.A., 31; LL.B., 6; M.B., 4; B.A., 84; diplomas in civil engineering have been obtained by 3, and diplomas in agriculture by 3.

STUDENTS.

The regular students of the college are those who have passed the matriculation examination in any university in her Majesty's dominions, or in this college. In addition to these, non-matriculated students are permitted to attend any courses of lectures which they may prefer, with the consent of the respective professors. Non-matriculated attendants on lectures are divided into two classes, denominated "students" and "occasional students:" the latter term is applied to those who attend but one course of lectures; the former to those who attend more than one. The total number of students who attended lectures during the past year is 282—162 matriculated, and 120 non-matriculated. Of the matriculated students, 42 were permanent residents of Toronto.

The subjoined statement shows the varieties of their religious belief:—

Church of England.....	64
Congregational Presbyterian Church.....	36
Methodists	26
Church of Scotland.....	15
Presbyterians.....	7
Baptists.....	5
Congregationalists	3
Church of Rome.....	2
Protestant Episcopalian.....	1
Jew.....	1
Lutheran.....	1
Plymouth Brethren.....	1

 162

*Professor Cherriman also takes the department of Mathematics, and discharges the duties of College Auditor.

The progressive advancement of the institution in the number of students, is manifest in the subjoined table:—

	Matriculated Students.	Students.	Occasional Students.	Total.
1854—1855	28	2	80	110
1855—1856	35	—	110	145
1856—1857	37	17	72	126
1857—1858	56	32	104	192
1858—1859	63	32	73	168
1859—1860	80	39	69	188
1860—1861	129	37	59	225
1861—1862	158	45	57	260
1862—1863	162	63	57	282

COURSE OF STUDY.

Arts.

The course of study pursued by candidates for the degree of B.A. extends over four years, and comprehends the following branches:—

Greek and Latin; Mathematics, pure and applied; Natural Theology and Evidences; English; French; Chemistry and Chemical Physics; Zoology and Botany; Ethics and Metaphysics; Mineralogy and Geology; Civil Polity; History and *Ethnology; *German, *Italian, *Spanish; *Hebrew, *Chaldee, *Syriac and *Arabic; *Meteorology.

All matriculated students are required, at some period of the course, to attend lectures and pass examinations in all the subjects above stated, with the exception of those marked with an asterisk—*.

The subjoined table shews the general arrangement of the course:—

	1st yr.	2nd yr.	3rd yr.	4th yr.
Greek and Latin .....	..	..	..	..
Mathematics .....	..	..	..	..
Chemistry .....	..	..	..	..
French .....	..	..	..	..
Hebrew .....	..	..	..	..
English .....	..	..	0	..
History .....	..	..	..	6
Metaphysics and Ethics	0	..	..	..
German	0	..	..	..
Natural History .....	..	0	..	0
Mineralogy and Geology	0	..	0	..
Italian	0	0	..	..
Chaldee	0	0	..	..
Natural History and Evidence .....	..	0	0	0
Logic	0	..	0	0
Rhetoric	0	0	..	0
Ethnology	0	0	..	0
Meteorology	0	0	0	..
Spanish	0	0	0	..
Syriac and Arabic	0	0	0	..

The mark "0" indicates that the subject is not studied in that year under which it is placed.

As the course for each year would be too heavy if all the branches were required, certain options are allowed by the statutes of the university, after the first year, both to pass and to honorary members.

Civil Engineering.

The course of study in the department of Civil Engineering includes Mathematics and Natural Philosophy; Chemistry and Chemical Physics; Mineralogy and Geology; and English and French.

Agriculture.

The course of study in the department of Agriculture includes Principles and Practice of Agriculture; History and Diseases of Farm Animals; Chemistry, Zoology and Botany; Mineralogy, Geology and Physical Geography; and English.

Terms.

The academic year consists of two terms: the first extending from October 1st to December 22nd; and the second, from January 3rd, to May 18th.

Lectures.

For programme of lectures delivered during the academic year 1862-'63, see appendix marked A (*not printed*).

Additional lectures have been given at hours not noticed in the programme.

Examinations.

Examinations are held, at the close of each term, in the subjects of lecture during that term. All matriculated students of the college, in arts, civil engineering or agriculture, are required to attend the examinations in every department or branch prescribed by the University of Toronto, as necessary for students of their respective standing.

The candidates who present themselves are arranged according to the proficiency which may have manifested, in these classes, and are also placed in each class according to merit. The first two classes are for candidates for honors; those who have only passed the examination without being entitled to distinction are ranked in the third class.

For programme of terminal examination [Michaelmas term, 1862], see appendix marked B (*not printed*).

Prizes and Certificates of Honor.

Certificates of honor, in each department, are awarded to those students who have been placed in either first or second class at the first terminal examination, and in first class at the second terminal examination. The prize in each department is awarded, and on the same principle, to that student whose standing is highest on comparison of the results of the examination. The following are the prizes offered for competition in the college:—

SUBJECTS.	VALUE.			
	1st year,	2nd year,	3rd year,	4th year.
Greek and Latin	\$10.00	\$10.00	\$10.00	\$10.00
Metaphysics and Ethics	5.00	10.00	10.00	10.00
Chemistry and Chemical Physic.	5.00	10.00	5.00	10.00
Metaphysics and Natural Philosophy	10.00	10.00	10.00	10.00
History and English	10.00	10.00	5.00	5.00
Zoology and Botany	5.00	.....	10.00	.....
Mineralogy and Geology.....	.....	5.00	.....	10.00
Meteorology.....	.....	.....	.....	5.00
Agriculture.....	5.00	10.00	.....	.....
Rhetoric.....	.....	.....	5.00	.....
Logic .....	.....	5.00	.....	.....
Modern Languages.....	5.00	10.00	10.00	10.00
Oriental Literature.....	5.00	5.00	10.00	10.00
Greek Verse.....	.....	10.00	.....	.....
Latin Verse.....	.....	10.00	.....	.....
English Verse.....	.....	10.00	.....	.....
French Prose .....	.....	10.00	.....	.....
English Prose.....	.....	10.00	.....	.....
Public Speaking.....	.....	10.00	.....	.....
Public Reading.....	.....	10.00	.....	.....

For lists of classes, prizes, and certificates of honor, see Appendix C (*not printed*)

Fees.

Matriculated students in arts, civil engineering or agriculture, are admitted to the prescribed courses of lectures without payment of any fee. The following is the scale adapted for students and occasional students for the academic year :—

For all the courses	\$16.00
For three courses	10.00
For one course of 6 or 5 lectures per week.....	5.00
“ “ 4 or 3 “ “	3.00
“ “ 2 or 1 “ “	2.00

The only other fees which are payable by the students of the college, are for residence. These, including all charges for board, room-rent, and use of light and fuel in public room, amount to three dollars and a half per week. Each resident student is provided with a separate room, furnished at the expense of the college; all the meals are served in the common hall, and the only additional charges, incidental to boarding, are fuel and light in private room, which may be purchased from the steward at cost price in the required quantities. The number of students in residence during the past year was 40.

STATEMENT

Of Payments made between the 16th May and 13th Aug., 1863, on the authority of Orders in Council, for which there was no direct legislative authority.

Date of issue.	NAME.	SERVICE.	Amount.	Total.	Total Extension.
1863.		CIVIL GOVERNMENT.	\$ cts.	\$ cts.	\$ cts.
May 26...	R. S. Cassels.....	Manager Bank U. C., Quebec, Balance of the Departmental Salaries, April, 1863.....	15697 47		
"	do	do do do May, 1863.....	15718 52		
June 25...	do	do do do June, "	15843 98		
July 24...	do	do do do July, "	15701 90		
				62961 87	
June 30...	Hon. J. S. Macdonald	Three months' salary of an Agent at Toronto, to 30th June, 1863.....		100 00	
July 22...	Thos. Ross	To meet Departmental contingencies.....		6000 00	
" 6...	Hon. O. Mowat	do do Postages, to 31st March, 1863		1892 39	
" 4...	L. Prevost	Contingencies of his office to 30th June.....		60 50	
" 11...	J. Blackburn.....	For printing blank forms.....		159 47	
June 30...	D. Luck	Three months' salary to 30th June.....		157 50	
		<i>Administration of Justice, C. E.</i>			71331 73
June 30...	Sundry Persons.....	Being their salaries as Physicians, for quarter ended 30th June, 1863.....		659 97	
"	do	As Coroners, do do		322 17	
"	do	As High Constables, do do		245 00	
"	do	As Interpreters, do		186 62	
"	do	Disbursements as Coroners, do		6870 49	
"	do	do as Sheriffs, do		20745 51	
"	do	do as Prothonotaries, do		1559 77	
"	do	Expenses for Criminal Justice		1417 00	
"	do	For sundry disbursements		476 91	
		<i>Administration of Justice, C. W.</i>			32483 44
June 30...	do	Being their salaries in Court of Chancery		1800 00	
"	do	Salaries—Court of Queen's Bench, 30th June		1720 94	
"	do	Criminal Justice expenses		3445 00	
"	do	Sundry disbursements		1416 72	
		<i>Police.</i>			8382 60
July 30...	C. J. Coursol.....	To enable him to discharge the pay-lists of the River Police, Montreal, from 1st May to 31st July, and summer clothing.....		3633 77	
		<i>Penitentiary, &c.</i>			3633 77
May 22...	D. A. Macdonnell.....	To meet current expenses.....	10000 00		
July 16...	do	do do	15000 00		
" 14...	T. Drummond	do do for Rockwood Asylum		25000 00	
May 22...	F. X. Prieur	To meet current expenses of the Reformatory Prison, C. E.....		1750 00	
Aug. 7...	do	do do do	3000 00		
			3000 00	6000 00	
June 30...	Sundry Persons	Salaries as Prison Inspectors, for quarter ended 30th June.....		1750 00	
Aug. 13...	do	Travelling expenses of Inspectors, from 1st May to date		1455 96	
				3205 96	
					35955 96

STATEMENT of Payments, &c.—(Continued.)

Date of issue.	NAME.	SERVICE.	Amount.	Total.	Total Extension.
<i>Legislation.</i>					
1863.			\$ cts.	\$ cts.	\$ cts.
June 30...	do	Being their salaries in Legislative Council, for quarter ended 30th June		1710 00	
June 30...	Sundry Persons.....	Being their salaries in Legislative Assembly, for quarter ended 30th June		1500 00	
Aug. 6...	W. B. Lindsay	Contingencies of do to date, as per Address Legislative Assembly		60000 00	
July 6	P. M. General	Postage of Statutes.....		137 04	
" 6	do	do Clerk Crown in Chancery.....		162 36	
July 20	R. S. Cassels	Salary of do from 1st April to 31st July		426 66	
June 17...	Hunter, Rose & Co.....	Printing Trade Return, 1862.....		408 45	
July 1...	do	do Public Accounts, 1862.....		185 46	
Aug. 3...	L. R. Fortier.....	Contingencies of his office.....		400 00	
					64929 97
<i>Literary and Scientific Institutions.</i>					
June 30...	D. Buchan	Maintenance of Toronto Observatory, for quarter ending 30th June		1200 00	
					1200 00
<i>Hospitals, Charities, &c.</i>					
July 14...	J. McKirdy	For maint. of Lunatic Asylum, Toronto		16221 00	
" 16...	L. Massue	do do Beaufort		16084 26	
May 16...	A. Fisher	do do Malden ..	6453 48		
" 21...	do	do do do	5334 26		
				12292 74	
Aug. 4...	T. J. O'Neill.....	Fire Engine do do		550 80	
May 22...	J. Ardagh	For maint. of Lunatic Asylum, Orillia ..	2700 00		
July 17...	do	do do do	2700 00		
				5400 00	
June 25...	H. Howard	do do St. Johns	2000 00		
Aug. 12...	do	do do do	2000 00		
				4000 00	
					54548 80
<i>Geological Survey.</i>					
July 23...	Sir W. E. Logan.....	To meet current expenses.....		2000 00	
	do	Salaries for part of June and July.....		716 62	
					2716 62
<i>Militia Force.</i>					
July 24...	R. S. Cassels.....	Salaries of employes, from 1st of April to 31st of July.....		5981 95	
" 27...	Sundry persons.....	For various services		46650 64	
June 26...	R. S. Cassels	To pay compensation to Pensioners for half year, to 31st Dec., 1863.....		5019 97	
					57652 56
<i>Arts, Agriculture, &c.</i>					
May 11...	B. Chamberlin.....	To meet expenses London Exhibition ..		600 00	
" 26...	do	do do do		400 00	
					1000 00
<i>Pensions.</i>					
June 30...	Sundry persons.....	Being their Pensions for quarter ended 30th June, 1863			883 00
PUBLIC WORKS, &c.					
<i>Rideau Canal.</i>					
July 9...	McGuigan & Carroll ..	For Repairs to Lock-gates.....	860 00		
" 10...	Thos. Delany.....	do do Long Island..	353 22		
				1218 22	
<i>Rebuilding Spencer Wood.</i>					
May 9...	G. Bissett.....	For Heating Apparatus.....	572 90		

STATEMENT of Payments, &c.—(Continued).

Date of Issue.	NAME.	SERVICE.	Amount.	Total.	Total Extension.
1863.		<i>Spencer Wood.—(Continued.)</i>	\$ cts.	\$ cts.	\$ cts.
July 9...	Z. Vezina.....	For Building Conservatory	900 00		
		Amount of appropriation overdrawn ...	7 60		
June 9...	T. Trudeau	To pay petty accounts (cont'gs).....		1480 50	
				2000 00	4698 72
		<i>Ocean and River Steam Service.</i>			
Aug. 9...	Sundry persons.....	Advertising Tenders		319 97	
		<i>Miscellaneous.</i>			
" 12...	E. L. Montizambert...	Expenses of Boundary Line Commis- sion		2425 97	
July 6...	P. M. General.....	Postages of Official Gazette.....	194 11		
" 16...	G. & G. E. Desbarats..	Subscriptions to do to 30th June.....	319 50		
Aug. 11...	Sundry persons.....	Expenses of sundry Commissions of Enquiry		513 61	
July 9...	do	For sundry expenses		9600 17	
				891 20	
		Total.....			13430 95
					\$ 353,168 15

RECAPITULATION.

Civil Government.....	\$71,331 73
Administration of Justice, Canada East	32,483 44
do do do West	8,382 66
Police	3,633 77
Penitentiary, Reformatories, &c.....	35,955 96
Legislation	64,929 97
Literary and Scientific Institutions	1,200 00
Hospitals and Charities	54,548 80
Geological Survey	2,716 62
Militia.....	57,652 56
Arts, Agriculture, &c.....	1,000 00
Pensions.....	883 00
Public Works	4,698 72
Ocean and River Steam Service	319 97
Miscellaneous	13,430 95
Total	\$353,168 15

(Signed,) JOHN LANGTON,

Auditor.

Quebec, August 19, 1863.

(No. 7.)

RETURN to Address of the 30th April, 1863, respecting claims for damages by Lessees of water powers in Lachine Canal.

[In accordance with recommendation of Joint Committee on Printing, the above Return is not printed.]

(No. 8.)

RETURN.

To an Address of the Honorable the Legislative Assembly, dated 1st September, 1863, "for information respecting Debentures issued for "Kamouraska Court House and Jail, and amount of building fund "in the District of Kamouraska."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 7th September, 1863.

STATEMENT of Debentures issued in virtue of the Act 12th Victoria, Chapter 112, for the building of the Court House and Jail of the District of Kamouraska, with a Statement of the amounts levied by the tax imposed on proceedings before the Courts of that District and on Registrations effected therein; also of the amount paid on the said Debentures, and the amount still due.

Amount of Debentures negotiated during the years 1850, 1851,
1852.....\$8,955 00

None paid.

Amounts levied by the tax imposed on proceedings before the
Courts of the District during the years 1850 to 1862
inclusive.....\$5,443 47

Ditto ditto on Registrations..... 2,647 57

WILLIAM DICKINSON, D. I. G.

Inspector General's Office,
Quebec, 4th September, 1863.

R E T U R N

To An Address of the Honorable the Legislative Assembly, dated 1st September, 1863, for statement of cost of Kamouraska Court House and Jail.

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 10th September, 1863.

STATEMENT shewing the cost of the Court House and Jail of the District of Kamouraska, destroyed by fire in December, 1862.

Amount paid for land and old building.....	\$ 6500 00
Repairing building and adding a dwelling for the gaoler under contract with Frederic Tremblay in 1851.....	2128 00
Contingencies in 1850 and 1851.....	203 38
Construction of a gaol attached to the Court House; also various improvements to the Court House, under contract with Charles Touchette.....	11463 31
Amount paid for locks.....	26 40
Do do advertising, &c.....	33 31
	\$20354 40

(No. 9.)

RETURN to Address, last Reports of the several Brigade Majors of Military Districts, Canada.

[In accordance with recommendation of Joint Committee on Printing, the above Return is not printed.]

RETURN

To an Address of the Honorable the Legislative Assembly, dated 9th of September, 1863, calling for "Copies of all Reports of any Officers of the Public Works Department, made during the present working season, and other evidence in the possession of the Government, relating to the time within which the Parliamentary and Departmental Buildings at Ottawa can be completed."

By Command,

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 16th September, 1863.

[Extract from 65,437.]

Letter from F. P. Rubidge, Thos. Fuller, and Chas. Baillargé, to Thos. McGreevy.

12th May, 1863.

Thos. McGreevy, Esq., Contractor.

SIR,—You are hereby requested to proceed, as expeditiously as possible, with such works as will enable you to complete the whole of the roofs of the buildings, exclusive of the library, on or before the 1st of December next.

(Signed,)

F. P. RUBIDGE, Supt.,

"

THOS. FULLER, Archt.,

"

CHAS. BAILLARGÉ, Archt.

Letter from F. P. Rubidge, Chas. Baillargé, and Thos. Fuller, to Messrs. Jones, Haycock & Co.

May 13th, 1863.

Messrs. Jones, Haycock & Co., Contractors.

GENTLEMEN,—You are hereby requested to provide, as per accompanying plan (No. 1), rolled iron joists and wrought built girders to floors of agricultural wing, eastern block; also, to provide and lay, to both blocks generally, rolled iron joists to the attic floors throughout.

(Signed,)

F. P. RUBIDGE, Supt.,

"

CHAS. BAILLARGÉ, Archt.,

"

THOS. FULLER, Archt.

[Copy of extract from No. 64,612.]

Report of Mr. Rubidge to Department.

May 22nd, 1863.

No difficulty, it is expected, will be experienced in roofing in, by the autumn, the *main front building*; but the two chambers of the Legislative bodies, and the adjoining rooms in rear, will require greater exertions to be used by the contractor in providing and preparing the deficient marble requisite for columns, pilasters, &c., previously to the roofs going on these parts of the building; they have, however, been notified on the subject.

[Copy of Extract from 65,465—page 17.]

Report from F. P. Rubidge, Chas. Baillargé, and Thos. Fuller, to Messrs. Jones, Haycock & Co.

OFFICE OF PUBLIC BUILDINGS, July 23rd, 1863.

Messrs. Jones, Haycock and Co.

GENTLEMEN,—In reply to your letter of the 27th of June last, requesting, in accordance with the 20th clause of the contract for departmental buildings, the architects and superintendent would “determine the value and rate of certain materials which, from the manner in which the work must be carried on, cannot be put in the building for a considerable time after they have been delivered or prepared by us (the contractors) at a large outlay,” &c., &c.

We beg to observe, in our opinion, the clause aforesaid, refers as stated, to “work done, or to be done, for which the *schedule of prices does not provide*,” being, therefore, obviously, work of a new character, and not enumerated or embraced in the schedule; whereas, the items alluded to in your letter, upon which advances are solicited, as “window frames, and other joiner’s work,” “Ohio stone,” “iron joists,” &c., &c., the schedule of prices clearly *does provide for these*.

The interpretation, therefore, of the 20th clause does not, we think, bear out your view, that advances were intended on work or material in preparation, and not actually placed or fixed in the building.

Two or three extracts from the contract support this conclusion of the architects and superintendent.

The close of the preamble reads:—

“And whereas for the purpose of carrying the same into effect, plans and specifications have been prepared for the buildings, and the schedule of prices to be allowed for the work thereon, hereunto annexed, marked B, and forming part of this contract, has also been prepared, by and according to which, and according to no other basis or scale whatever, the contractors are to be paid,” &c., &c.

Part of clause 25 reads thus:—

“As each monthly certificate is given to the contractors for the estimate of *work done on the building*, (which will, of course, include the material also).”

Again, at the closing paragraph, following clause 29:—

“It is expressly declared that the monthly payments and every other payment to be made under this contract, shall be made to the contractors as hereinbefore mentioned, upon the basis of the schedule of prices hereunto annexed, marked B, and upon none other basis or scale,” &c.

In our opinion, therefore, the schedule of prices marked B, contemplates measurement and value only, in the monthly estimates, on work and material fitted, fixed, and finished, in the contract buildings.

We have the honor to be, gentlemen,

Your obedient servants,

(Signed,)

F. P. RUBIDGE, Supt.,
 CHAS. BAILLARGÉ, Archt.,
 THOS. FULLER, Archt.

(Copy of No. 65,389.)

SUPERINTENDENT'S OFFICE, OTTAWA BUILDINGS,
July 24th, 1863.T. Trudeau, Esquire,
Secretary of Public Works :

SIR,—Following up, as soon as practicable, payment of the June estimates for the Parliamentary and Departmental buildings, I have the honor now to report on the progress of these buildings, placed under my charge.

Since the commencement of the works on the 1st of May, up to the present date, under new contracts, an average force of about five hundred men, embracing all classes of labor, has been employed daily. The returns of the clerks of works just given in, numbering five hundred and seventeen men on the ground.

Upon the Parliament buildings, two months' operations have advanced their progress very sensibly. The six angle towers, with a portion of the roofing, having been carried up, the front elevation now presents somewhat the fine proportions which the finished edifice will ultimately assume.

A large amount of interior brick-work, about one million of bricks, having been laid in division walls, &c. Fifty-one and a half tons of rolled iron joisting placed in floors. One thousand one hundred and forty cubic yards of rubble masonry built up; and an amount of cubic and cut stone put into the work, covering \$17,000 in value; all of which has been done in a substantial and generally creditable manner; although, having but one Clerk of Works, a deficiency of supervision has at times operated unfavorably to the interests of the Government, and been reported accordingly.

The contractor for the heating apparatus has, under a special agreement, commenced to overhaul the metal boilers, tubes and piping, to remedy any damage received from rust, &c., during the suspension of the works.

The aim and intention of the superintendent, the architects and contractor, will be to prosecute with all despatch the roofing, and protecting the entire building, (excepting the library,) to avoid the injury the walls and works would otherwise sustain from winter exposure.

The value of work done on the Parliament block during the months of May and June, amounts together to - - -	\$38,905.58
The payments thereon, for the same period, amount to - - -	26,261.28

The difference - - - - -	\$12,644.30
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being retained by the Commissioner as drawback under clause 25 of contract, including a further drawback of 10 per cent.

On the Departmental buildings, the work throughout the months of May and June, has greatly forwarded these edifices, although not to the same extent of outlay as on the Parliament buildings.

The contractors have principally been engaged in carrying up the cut stone chimneys to their full height—proceeding with the roof covering—laying about 850,000 of bricks in interior walls and flues—building up a large amount of rubble and cut-stone work, and otherwise advancing progress.

Slatting some portions of the roof has recently been resumed, and the concrete floors are now being laid to a considerable extent.

It has been deemed expedient to take up and re-lay the flat decks on the roofs of the Departmental buildings, giving them a greater inclination to throw off the water, and also closing up the open shrunken joints of the boarded covering, of which necessity the superintendent duly reported to his Department.

Under the new contract and specification to make all floors and ceilings fire-proof, both the Parliament and Departmental buildings, with the exception of the timber in the roofs, may be considered indestructible by fire.

The value of work on the Departmental blocks, east and west, during the two months ending the 1st of July, is - - -	\$30,397.72
The payments thereon for the same period, cover - - -	20,518.47
The difference, - - - - -	\$9,879.25

being retained by the Commissioner as drawback, under clause 25 of contract, including a further drawback of 10 per cent.

I have the honor to be, sir,

Your obedient servant,

(Signed,)

F. P. RUBIDGE,

Superintendent Ottawa Buildings.

[Copy of part of 65,584.]

Report from F. P. Rubidge to the Department of Public Works.

SUPERINTENDENT'S OFFICE, PUBLIC BUILDINGS,
Ottawa, August 10th, 1863.

T. Trudeau, Esq., Secretary Public Works, Quebec.

SIR,—Upon submitting the Progress Estimate on the 4th instant, for the month of July, being the third month's operations of the contractors for the Departmental buildings since their resumption of works, I have now the honor to offer a few remarks thereon.

The amount paid on the July estimate exceeds that for the month of June by \$1809.62c, the force employed for the past month having increased about 50 per cent., principally, however, in the employment of laborers.

One great cause of delay in advancing the roofing, slating, &c.; at the present time, arises from the want of Ohio stone and stone-cutters, for the completion of chimneys, towers, etc., as, also, a difficulty in procuring the specified galvanized tinned iron for covering flats, decks and valleys; the contractors having been communicated with on these subjects with the view to better despatch.

The completion of the raised decks, previously determined on, will be effected by to-morrow's date.

The Honorable the Commissioner may rest assured that the intentions of the superintendent and architects to make the whole of the roofs of the Departmental buildings perfect and complete before winter sets in, will be accomplished.

By the close of this present month of August, probably two-thirds of the concrete floors will have been put in the several rooms and corridors.

Upon inserting the windows and closing up openings against the outer air, in the coming autumn, I see nothing to prevent plastering and internal joiner's work being rapidly proceeded with during the winter, with the view to early occupation hereafter, as may be required.

The total amount paid on estimates for Departmental buildings, since recommencement this spring, including the July estimate, is	\$32,722.05
The amount of deduction and drawback retained by the Commissioner, under the clauses of contract, is	15,755.04
Total value of work done to August 1st, 1863,	<u>\$48,477.09</u>

On the Parliament buildings, a force of from 325 men and upwards are actively employed in forwarding building operations of all descriptions.

Excepting the Library, I consider the great bulk of the brick-work on this edifice executed.

The framed timbers and board covering of the main front and flank roofs are now being put on to one-half their extent, and the chamber of the Assembly, the surrounding corridors, and apartments adjoining the central court, are being energetically pushed forward.

Every exertion will be made to secure the building against the winter, in order to carry on interior works.

The amount shewn to be due on the July estimate falls short of that paid on the previous June estimate by \$1,496.95, the difference being accounted for in the larger quantities of Ohio stone and Arnprior marble, and workmanship on the latter, returned in the month of June over that of July.

The total amount paid on estimates for Parliament buildings, since re-commencement in the spring, including the July estimates, is \$43,643.25
The amount of deduction and drawback retained by the Commissioner, under the clauses of the contract, is - - - 21,013.40

Total value of work done on Parliament Buildings to August 1st, 1863, - - - - - \$64,556.65

I have the honor to be, sir,
Your obedient servant,
(Signed) F. P. RUBIDGE, Supt.

[Copy of Extract from 65,630, page 6.]

Letter from F. P. Rubidge, Chas. Baillargé, and Thos. Fuller, to Messrs. Jones, Haycock & Co.

DEPARTMENTAL BUILDINGS,
Ottawa, August 11, 1863.

To Messrs. Jones, Haycock & Co., Contractors.

GENTLEMEN,—You are hereby requested, in order to proceed more rapidly with the completion of the chimney-stacks, &c., above the roofs, and to advance the slating on the Departmental blocks, before the bad weather of autumn sets in, to provide as soon as possible an ample supply of Ohio stone, and when required, additional stone-cutters, to obviate unnecessary delay in the execution of these works.

(Signed,) F. P. RUBIDGE, Superintendent,
" CHAS. BAILLARGÉ, Architect,
" THOS. FULLER, Architect.

PARLIAMENT BUILDINGS,
Ottawa, August 12, 1863.

Letter from F. P. Rubidge, Thos. Fuller, and Chas. Baillargé, to Chas. Garth.

Mr. Charles Garth,
Contractor for Heating & Ventilation.

SIR,—You are hereby requested to determine the positions and number of the several openings you may require in the stone flagging over ducts, as the contractor for the building is delayed for the want of this information, in preparing his stone at the quarries.

Also, we have to notify you that building operations on the ventilating and smoke shafts are retarded for the want of the iron pipes, &c., to be furnished by you; at least, four additional lengths should be here this week.

(Signed,) F. P. RUBIDGE, Supt.,
" THOS. FULLER, Archt.,
" CHAS. BAILLARGÉ, Archt.

[Page 7.]

Letter from F. P. Rubidge, Thos. Fuller, and Chas. Baillargé, to T. McGreevy.

PARLIAMENT BUILDINGS, OTTAWA, August 12th, 1863.

Thos. McGreevy, Esquire, Contractor:

You are hereby requested to provide eight laborers, in addition to the four now employed in clearing out the ducts; and all these men, together with the carpenter and two laborers employed in relaying the deafening boards, will, for the future, act under the orders of Mr. Kelly, who has been appointed as clerk of the works on these buildings.

We have to request that you will provide and lay the stones for covering the ducts, without further delay; if it is more convenient to you to have the holes cut at the quarry, they must be made according to the drawings.

We have to call your attention to our order of the 12th May, and request that you will employ more stone-cutters, &c., and proceed with the works, generally, with greater despatch.

(Signed,)	F. P. RUBIDGE, Superintendent,
"	THOS. FULLER, Architect,
"	CHAS. BAILLARGÉ, Architect.

[Copy of extract from 65,630, No. 2.]

*Letter from F. P. Rubidge, Thos. Fuller, and Chas. Baillargé, to T. McGreevy.*PUBLIC BUILDINGS,
Ottawa, Aug. 12, 1863.

Thomas McGreevy, Esq., Contractor.

SIR,—In reply to yours of the 6th inst., asking that an advance be made in the progress estimates for materials delivered, and for works prepared, &c., and further, requesting to be informed "if clause No. 20 of the contract does not empower us to fix a rate for such material and work."

We are of opinion that it does not, but that it only applies to any kind of work not enumerated in the schedule; one chief condition of which is that the works therein mentioned are only to be measured when complete.

Should you determine to make application to Government, and the subject is referred to us for our opinion, we should not under certain conditions report unfavorably.

We have the honor to be, sir,
Your obedient servants,

(Signed,)	F. P. RUBIDGE, Superintendent,
"	THOS. FULLER, Architect,
"	CHAS. BAILLARGÉ, Architect.

[Copy of 65,991.]

SUPERINTENDENT'S OFFICE, PUBLIC BUILDINGS,
Ottawa, September 9th, 1863.

T. Trudeau, Esq., Secretary Public Works.

SIR,—I have the honor to forward the August estimates, being the fourth issued on each of the two contracts since the re-commencement of works.

The force of mechanics and laborers employed on the sites of the buildings on the 3rd of September, numbered altogether, from the returns of the Clerks of Works, six hundred and seventeen men.

Since my last *monthly* report, 158½ squares of Vermont slating have been put on to roofs of Departmental buildings. At the present date, more than one-half of the entire slate covering is done, and by the end of September I look for the remainder being completed.

In prosecuting both exterior and interior works, two great causes of delay have been the want of Ohio stone for finishing chimney-tops, raising towers, &c., and a deficiency of iron joists to complete the floors. These delays I am enabled to report will now be removed; a large quantity of Ohio stone is arriving on the ground at Barrack Hill, and the contractors also inform me they are in expectation of iron joists, being received in a few days from England. The want of these has mainly retarded the setting the boilers, completing the concrete, fixing the heating-apparatus, and other works.

The principal portion (fully three-fourths) of the outside pointing to joints of masonry has been executed, and, with a part of the iron cresting now going on to the roofs, the *Departmental buildings* begin to assume a finished exterior appearance. The carrying up the angle and other towers to their full height, will shortly only remain for the *exterior* completion of these edifices.

As respects *inside* work, I may state that the strappings and furrings are now being rapidly fixed on walls and ceilings preparatory to receive the lathing, that the contractors are making ready to commence plastering, and that windows, doors, and other joiner's work, are advanced and in a fair state of progress.

The estimate for the past month of August on both blocks of the	
<i>Departmental buildings</i> gives the value of work done	\$20,149.24
Drawback and amount withheld	6,548.50
Amount payable this month	\$13,600.74

On the *Parliament buildings*, a very considerable quantity of rubble masonry and Nepean facing in outside walls, and interior brick work in warm-air vaults, chimney-stacks, &c., have been proceeded with; but on the other hand, the great scarcity of Ohio stone on the ground, has hindered further progress during the past month on the six angle towers, only one of which shews itself in a finished state.

The want of iron joists, cast metal girders, &c., has latterly interfered with that despatch which was hopefully looked for early in the summer; and a delay up to the present time in procuring, working, and carving the capitals, and other moulded marble works for the two Legislative chambers, will, I fear, from the lateness of the season, have the effect of deferring until the ensuing spring, the getting on the roofs of the two halls.

I have, however, to report that Mr. McGreevy is using every exertion at Cleveland and elsewhere to hurry forward material, and carvers in stone; a cargo of Ohio stone having arrived within the past few days on the ground. By proper exertions through the winter in collecting and preparing materials in stone and wood at the sheds and workshops in readiness, the completion of the roofs for the two houses can certainly be accomplished early in spring. Those portions of the *Parliament buildings* on which the timber roofs and boarding are now more or less advanced and will be fully closed in by Christmas, are the entire front of the main building towards Wellington street, the wings or flanks, the wardrobes, reading-rooms, picture-gallery and Governor General's apartments, &c, leaving, as aforesaid, the two chambers incomplete for the winter, and for which other means of temporary protection will have to be resorted to.

A considerable quantity of concrete has been laid down to form the fire-proof floors in the west wing. The basement has also been cleared of rubbish and waste material which encumbered the ducts and areas; and much earth filling and leveling below under-ground apartments has been accomplished during the past month.

The estimate for the month of August, on the <i>Parliament buildings</i> , gives	
the value of work done,	\$23,543.49
Drawback and amount withheld,	7,651.63
Amount payable this month,	\$15,891.86

The TOTAL VALUE of WORK DONE since the 1st May last has been, upon	
BOTH CONTRACTS,	\$156,826.47
Amount WITHHELD (see contracts)	50,968.57

Amount PAID to contractors, including August estimates, - \$105,857.90

From a desire on the part of the Executive Government, intimated to the officers in charge of these works, to ascertain the earliest probable period of time when the building, if not completed, could be so far made ready to receive the several departments for transacting the ordinary business of the Province, on the proposed removal from Quebec, as well as to hold therein a session of the Legislature at no distant date, I have the honor to report, after much reflection on the subject, that I am of opinion (in which I may likewise say that the architects fully concur) that under certain concessions to the contractors on the part of the Government, by money advances on material delivered, wrought and unwrought, which advances the present contracts do not recognize, the *Departmental buildings* at Ottawa might be got in readiness by October, or, at the latest, November in 1864; and the *Parliament buildings* be so far partially completed and prepared as to afford accommodation to the Legislature in 1865. This assurance, however, is given on the faith of the contractors largely increasing their present force of stone-cutters, marble workers and mechanics, and in providing and preparing materials through the coming winter, upon their obtaining the above mentioned assistance to their progress, which they have applied for; and in their cordial co-operation in energetically pushing forward the works for the Government occupation.

The foregoing view of the subject, however, does not include the completion of the *Library*, the *Central Tower*, and outside works of leveling, ornamentation, fencing, &c.

In conclusion, I may remark, that should the heating apparatus not be in readiness for testing and warming the interior of the *Departmental blocks*; the *plastering*, and other inside works might still be proceeded with from the use of a few large Canadian stoves and pipes during the winter months.

I have the honor to be, sir,

Your obedient servant,

(Signed,)

F. P. RUBIDGE,
Supt. Par. Buildings, Ottawa.

RETURN

To an Address to His Excellency the Governor General, praying that he will cause to be laid before the Legislative Assembly, "Copies of the contracts recently entered into by the Government for the completion of the Parliamentary and Departmental Buildings at Ottawa; and also, Copies of the bonds entered into by the Contractors and their sureties for the performance of these works. Also, of all correspondence between the Contractors and the department of Public Works on the subject of such renewed contracts; of all reports from any officers of the department; all reports from the Department to the Executive, and of all Orders in Council and other documents connected with the renewal of these contracts."

INDEX.

1863.	Page
Feb'y 9, 10, Order in Council, 63026	4
Authority approving of certain suggestions contained in the Report of the Commissioners of Enquiry relative to the expediency of at once resuming the works	4
" 10, Secretary to T. McGreevy, 44301	4
Secretary of Public Works writes to Mr. McGreevy, informing him that the Commission of Enquiry have made out a schedule of prices, which has been approved by the Department, and offering to enter into a new contract with him for the completion of the Parliament Buildings at the rates enumerated therein	4
" " Secretary to Jones, Haycock & Co., 44302— do	5
Departmental Buildings	5
" 12, 13, Thos. McGreevy to Dep't, 63067	5
Mr. McGreevy writes to the Department of Public Works, requesting to be furnished with a copy of the schedule of prices; also a detailed estimate of the quantities of work to be done to complete Parliament Buildings	5
" 16, Secretary to Thomas Greedy, 44366	5
Secretary of Public Works writes to Mr. McGreevy, informing him that a copy of schedule of rates fixed by Commission of Enquiry will be forwarded to him	5
" 13-17, John Page to Department, 63131	6
Telegram from Mr. Page to Department of Public Works, "Better see an official letter, which will be mailed on 14th instant, before any special decision is arrived at on estimates of Commission	6
" 14-18, John Page to Department, 63153	6
Mr. Page writes to Department of Public Works, reporting on his examination of the estimates made under authority of the Commission of Enquiry	6
" 18, D. Stark to Department, 63154	10
Mr. Stark writes to Department of Public Works, enclosing the whole of Schedule D, which embraces the prices fixed upon for the completion of the Parliament Buildings, and states that parts of the schedule belonging to the Departmental Buildings are attached to it	10
" 13-19, Jones, Haycock & Co. to Dep't, 63162	11
Jones, Haycock & Co. write to Department of Public Works, requesting to be furnished with a copy of the schedule of rates, with estimated quantities and description of work, for completion of Departmental Buildings, with remarks respecting arrangements made with Mr. Killaly; also their claim for work done and damages suffered by delay, &c.	11
" 19, D. Stark to Department, 63168	11
Mr. Stark writes to Department of Public Works, sending Schedule E, of Eastern Block of Departmental Buildings, and states that Schedule F, of Western Block will be ready in the course of the day	11

1863.	PAGE
Feb'y 19-20, Deputy Commissioner to Department, 63184,—Mr. Keefer writes to Department of Public Works, reporting on estimate made by the Commission of Enquiry, for the completion of Parliament Buildings....	12
“ 16-20, John Page to Department, 63185,—Mr. Page writes to Department of Public Works, reporting that before entering into any new arrangements to continue the Buildings, it is necessary that new specifications and schedule of rates be drawn up. Suggests that the services of persons competent to do so be obtained....	13
“ 21, Secretary to Thomas McGreevy, 44428,—Secretary of Public Works writes to Mr. McGreevy, enclosing printed copy of schedule prepared by Commission of Enquiry, and informing him that if a definite answer is not received within eight days, it will be deemed a refusal, and other means will be adopted to complete the works of the Parliament Buildings.....	13
“ 21, Secretary to Jones, Haycock & Co., 44429,—Secretary of Public Works writes to Jones, Haycock & Co., enclosing printed copy of schedule prepared by the Commission of Enquiry, and informing them that this letter must not be construed as an acknowledgment of their claim;—also, that if a definite answer is not received within eight days it will be deemed a refusal and other means will be adopted to continue the works of the Departmental Buildings.....	13
“ 26-27, Thomas McGreevy to Department, 63259,—Mr. McGreevy writes to Department of Public Works accepting offer made, and is prepared to enter in a new contract for the Parliament Buildings, based upon the schedule of prices submitted to him.....	14
“ 26-27, Jones, Haycock & Co., to Department, 63260,— do Departmental Buildings.....	15
“ “ John Page to Department, 63263,—Mr. Page writes to Department of Public Works, relative to offer made to contractors to enter into a new contract for the completion of the works, and refers to the instructions conveyed to him by O. C., of December last, and requests certain information.....	15
March 4, Secretary to Attorney General West, 44519,—Secretary of Public Works writes to Attorney General West, transmitting him copies of letters addressed to Thomas McGreevy, and Jones, Haycock & Co.,;—also, copies of their replies thereto, and requesting that he will prepare drafts of contracts proposed to be entered into with those parties for the completion of the Buildings.....	16
“ 6, Secretary to D. Stark, 44553..... Secretary of Public Works writes to Mr. Stark, transmitting him telegram from John Bowes, (63315) calling attention to an error made in the estimate for completing the boiler-house, Parliament Buildings.....	16
“ 7-9, D. Stark to Secretary, 63414..... Mr. Stark writes to Secretary of Public Works, on the subject of the error made in the estimate by the Commission of Enquiry, with explanations.....	16
“ 11, D. Stark to Department, 63446..... Mr. Stark writes to Department of Public Works, submitting certain clauses which are to form a part of the new contract and specification for the completion of the Buildings.....	17
“ 11, Secretary to F. P. Rubidge, 44588,—Secretary of Public Works writes to F. P. Rubidge, referring for examination and report, certain clauses submitted by Mr. Stark, which are to form part of new contracts, and specifications for completion of the buildings, and transmitting him printed copies of the specification attached to the contract entered into with Messrs. Thomas McGreevy, and Jones, Haycock & Co. on 7th December, 1859, and with Mr. Garth on 12th January, 1861, and requesting that he will leave aside all other matters and report on this as soon as possible..	21
“ 12, D. Stark to Department, 63472,—Mr. Stark writes to Department of Public Works, submitting corrected copy of the schedule attached to the report of the Commissioners appointed to enquire into matters connected with the Public Buildings at Ottawa (<i>Book</i>)	
“ 14, Secretary to John Bowes, 44639,—Telegram from Secretary of Public Works to Mr. Bowes. “Come to Quebec by first train—bring all your papers”..	34
“ 16, F. P. Rubidge to Secretary, 63512,—Mr. Rubidge writes to Secretary of Public Works, requesting to be furnished with copy of letter sent to each of the contractors offering to enter into a new contract for the completion of the Buildings.....	34
17, Secretary to F. P. Rubidge, 44665,—Secretary of Public Works writes to Mr. Rubidge, transmitting him copies of letters asked for in his letter No. 63512.....	34

	Page
1863.	
March 17, 18, F. P. Rubidge to Department, 63527,—Mr. Rubidge writes to Department of Public Works, reporting on specifications referred to him in letter No. 44588, and on clauses submitted by Mr. Stark, in 63446, to form part of the new contracts to be entered into with McGreevy, and Jones, Haycock & Co., for completion of the Buildings.....	21
“ 21, D. Stark to Department, 63594,—Mr. Stark writes to Department of Public Works, stating that he has left the whole of the original documents bearing on the Commission with Mr. Trudeau, and requests certain information.....	35
“ 24, 26, F. P. Rubidge to Department, 63625,—In addition to his Report, No. 63527, Mr. Rubidge writes to Department of Public Works, submitting other clauses applicable to the proper execution of the works and submits additional schedule of prices, day labor, &c.	36
“ 30—April 1, F. P. Rubidge to Department, 63701,—Mr. Rubidge writes to Department of Public Works, in further reference to the proposed clauses, and addenda to specification and new contract for the Departmental Buildings, and refers to his Report of the 17th March, on Parliament Buildings.....	37
April 9, Secretary to Thomas McGreevy, 44955,—Secretary of Public Works writes to McGreevy, notifying him that the schedule of prices and draft of contract, with specification for completion of the Buildings, are prepared, and that the Commissioner is prepared to execute the necessary deeds, &c., &c. Parliament Buildings.....	44
“ “ Secretary to Jones, Haycock & Co., 44956,— do do Departmental Buildings.....	44
“ 15, 16, Jones, Haycock & Co., to Department, 63977,—Jones, Haycock & Co., write to Department of Public Works, submitting a statement of alterations made, in the schedule attached to the contract for Departmental Buildings, submitted for their signature, and requests that it be corrected.....	45
“ 17, Report to Council, 45072, .....The Commissioner of Public Works submits to Council the contracts and specifications with schedules of prices attached thereto, for construction and completion of the Parliament and Departmental Buildings, and requesting the authority of His Excellency to sign and execute the the same.....	46
“ 17-18, Order in Council, 64015.....His Excellency the Governor General in Council, authorizes the Commissioner of Public Works to sign and execute contracts, specifications and schedules submitted for construction and completion of the Buildings.....	46
“ 18, Commissioner to Department, 64016,—Commissioner of Public Works writes to Department, sending three copies of contract, duly executed, for construction and completion of Parliament Buildings.....(Book)	
“ “ Commissioner to Department, 64017,—The Commissioner of Public Works writes to Department, sending three copies of contract, duly executed, for construction and completion of the Departmental Buildings.....(Book)	
“ 18-20, Secretary to Department, .....On back of 64016. The Secretary of Public Works writes to Department in reference to contract entered into on the 18th instant, with Thomas McGreevy, for completion of the Parliament Buildings. “ Four copies of contract were signed by the parties; one was delivered by Commissioner to Mr. McGreevy; two are to be kept in this office; and the fourth is to be sent to the office of the Attorney General for Upper Canada.”.....	47
“ “ Secretary to Department, .....On back of 64017. The Secretary of Public Works writes to the Department in reference to contract entered into on the 18th instant, with Jones, Haycock & Co., for completion of the Departmental Buildings. “ Six copies were signed by the parties; three copies were delivered by the Commissioner to the firm of Jones, Haycock & Co., viz: one to Mr. Jones, the second to Mr. Haycock, and the third to Mr. Clarke. Two copies are to be kept in this office, and one to be sent to the office of the Attorney General for Upper Canada.....	47
“ 21, Secretary to Attorney General West, 45097,—Secretary of Public Works writes to the Attorney General for Upper Canada, transmitting him, for deposit and safe-keeping in his Department, one copy of each of the contracts for the construction and completion of the Parliament and Departmental Buildings.....	47
“ 18, Contract, 2572 .....Contract with Thomas McGreevy, for erecting and completing the Parliament Buildings.....(Not printed).....	
“ “ “ 2573 .....Contract with Jones, Haycock & Co., for erecting and completing the Departmental Buildings.....(Not printed).....	

[Copy of No. 63,026.]

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 9th February, 1863.

The Committee of the Executive Council having had under consideration the Report of the Commissioners appointed to enquire into matters connected with the Public Buildings at Ottawa, have come to the conclusion to adopt and respectfully recommend for your Excellency's approval, the suggestions contained in the said report, in respect to the expediency of resuming at once the work.

The Committee find the following as forming portion of the recommendations of the Commission: "That the whole work yet to be done be vigorously carried on. That such work be offered to the present contractors respectively at the prices mentioned in the estimates of work to be done, as detailed and marked in the statements marked D, E, F, submitted with the said report, which, if accepted by them, shall be the basis of new contracts of their parts with the Government—but on consideration that any brick work originally bad shall be replaced by them at their own expense. That if this offer be declined, the work to be done be offered for public tender, at above prices, below or agreeing with the prices in such estimates, or that the work be carried on under an officer appointed by the Government to superintend the whole operations."

The Committee suggest that the Honorable the Commissioner of Public Works be authorized to carry out the above recommendation of the Commissioners without any loss of time, submitting from time to time to your Excellency in Council the basis of his agreement with the contractors before finally closing with them.

Certified.

(Signed.)

WM. H. LEE,
C. E. O.

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

(Copy of 44,301.)

DEPARTMENT OF PUBLIC WORKS,
Quebec, 10th February, 1863.

SIR,—I am directed by the Honorable the Commissioner of Public Works to inform you that the Commission appointed to enquire into matters connected with the construction of the Public Buildings at Ottawa, have laid their report before the Government. There is appended to this report a list or schedule of prices approved of by the Commission, and fixing item by item the value of each description of work.

I am also directed to inform you that the Commissioner of Public Works is authorized to offer you the completion of the building commenced by you at Ottawa, at the rates enumerated in the schedule first referred to. A copy of this schedule is of record in this office, where it may be seen by you on application.

Should you accept this offer, a new contract based on this new schedule of prices, and with other necessary clauses, will be entered into between you and the department.

The intention of the Government is to apply to Parliament for an appropriation sufficient to complete the building; but, nevertheless, one of the express conditions to be stipulated in the proposed new contract will be, that in the event of the appropriation being exhausted before the completion of the building, the contractor will have no claim against the Government, for damages caused by any delay in prosecuting the work or otherwise.

I have the honor to be, sir,

Your obedient servant,

(Signed.)

T. TRUDEAU, Secretary.

Thos. McGreevy, Esq.,
Contractor, Quebec.

(Copy of 44,302.)

DEPARTMENT OF PUBLIC WORKS,
Quebec, 10th February, 1863.

SIR,—I am directed by the Hon. the Commissioner of Public Works to inform you that the commission appointed to inquire into matters connected with the construction of the Public Buildings at Ottawa have laid their report before the Government. There is appended to this report a list or schedule of prices approved of by the Commission, and fixing, item by item, the value of each description of work. I am also directed to inform you that the Commissioner of Public Works is authorized to offer you the completion of the building commenced by you at Ottawa, at the rates enumerated in the schedule just referred to. A copy of this schedule is of record in this office, where it may be seen by you on application.

Should you accept this offer, a new contract, based on this new schedule of prices, and with other necessary clauses, will be entered into between you and the department.

The intention of the Government is to apply to Parliament for an appropriation sufficient to complete the building; but, nevertheless, one of the express conditions to be stipulated in the proposed new contract will be, that in the event of the appropriation being exhausted before the completion of the building, the contractor will have no claim against the Government for damages caused by any delay in prosecuting the work, or otherwise.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU, Secretary.

Messrs. Jones, Haycock & Co.,
Contractors, Ottawa, C.W.

(Copy of 63,067.)

QUEBEC, February 12, 1863.

SIR,—I beg to acknowledge the receipt of your letter of the 10th inst., offering me the completion of the Parliament Buildings at Ottawa, and a schedule of rates fixed by the Commission and on record in the department. I have applied to the department and failed to obtain the necessary information, would you therefore please to furnish me with a copy, and also if possible, a detailed estimate, by the Commission, of the quantities of work to be done to complete the buildings.

I have the honor to be, sir,

Yours, &c.,

(Signed,) THOS. MCGREEVY.

T. Trudeau, Esq.,
Secretary of Department of Public Works.

(Copy of 44,366.)

(Ref. to 63,067—Sub. 1,026.)

DEPARTMENT OF PUBLIC WORKS,
Quebec, 16th February, 1863.

SIR,—I have the honor to acknowledge the receipt of your letter of the 12th instant, and to inform you in reply that the schedule of rates, fixed by the Commission of Enquiry

into matters connected with the Ottawa Buildings, and asked for in your letter, is before council. A copy will be sent to you as early as possible.

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

(Signed,)

T. TRUDEAU,
Secretary.

Thomas McGreevy, Esq.,
Contractor, Quebec.

[Copy of No. 63,131.]

QUEBEC, 13th February, 1863.

(By Telegraph from Ottawa.)

Honorable U. J. Tessier :

Better see an official letter which will be mailed on Saturday, before any special decision is arrived at on estimates of Commission.

(Signed,) JOHN PAGE.

[Copy of No. 63,153.]

OTTAWA, February 14th, 1863.

The Hon. Commissioner of Public Works :

SIR,—In carrying out, so far, the duties entrusted to me by the Order in Council of the 16th December last, relating to matters connected with the Public Buildings, Ottawa, I have had occasion to examine the estimates made under the authority of the late Commission of Enquiry.

These documents, in my opinion, contain certain specialities which a cursory examination of them would not elicit; and if I mistake not, it is, at the same time, a class of information which the Commission has not communicated to the Government, for the simple reason that they did not, so far as I have learned, take steps to acquire it themselves.

In order to bring the subject clearly before the Government, it is deemed necessary, for the purpose of comparison, to state that an approximate estimate was made by me in April, 1861, for the completion of these buildings.

At that time, and indeed so late as October last, the contracts for the works were officially represented, to me as being "extant." I therefore dealt with them as such; that is to say, in the estimates made by me, I assumed of course, that the whole of the works embraced in the contract were to be executed at the respective bulk sums stated therein, viz:—

Parliament Buildings	\$348,500
Departmental do	278,810

Consequently, all that I had to deal with in the Estimate referred to, were the extra and additional works required to complete the Buildings on the plan and style in which they had been commenced. This being understood, I now beg to draw attention to the Estimates of the Commissioners, in which the contracts are altogether set aside, and arbitrary prices paid by them on all the items and classes of work done, and also on those remaining to be done. The contract sums, together with a brief statement of the results arrived at by them, is submitted, as follows:—

Parliamentary Buildings.

The bulk sum per contract	-	\$348,500.00	
The quantities of all classes of work embraced in the contract, and estimated at the schedule rates appended to the contract, amounting to		457,989.32	
Or about 31 $\frac{1}{3}$ (thirty-one and a-third) per cent. over the contract sum, shewing that the contract schedule rates were only calculated to mislead.			
The items and quantities of all classes of works covered by the contract, estimated and extended at the Commissioners' valuation, amount to		820,105.83	
Or about 135 $\frac{1}{3}$ (one hundred and thirty-five and one-third) per cent. over the contract sum.			
The contract work executed, and estimated at the contract schedule rates, amount to		111,682.25	
Omissions of works embraced in the contracts, but not required to be done		8,198.62	
		<u>8,198.62</u>	\$119,875.87
Contract work executed and extended at Commissioners' valuation, amounts to		159,988.48	
Omissions of works embraced in contract, but not required to be done, at Commissioners' valuation, amounts to		11,937.71	
		<u>11,937.71</u>	\$171,926.19
Or about 43 $\frac{1}{3}$ (forty-three and one-third) per cent over contract schedule rates, which as above shewn are 31 $\frac{1}{3}$ per cent. higher than the contract sum admits of. Thus the Commissioners' valuation is nearly 88 $\frac{1}{3}$ per cent. (eighty-eight and one-half) higher than the contract warrants. The comparative value of the work done and omitted to the contract sum, amounts to		91,217.76	
This deducted from the bulk sum		348,500.00	
		<u>348,500.00</u>	
Leaves value of contract work remaining to be done		\$257,282.24	
		<u>\$257,282.24</u>	
The work done under the contract at the Commissioners' valuation amounts to		171,926.19	
Commissioners' valuation of all work embraced in the contract		820,105.85	
		<u>820,105.85</u>	
Leaves the Commissioners' valuation of work remaining to be done amounting to		\$648,179.66	
		<u>\$648,179.66</u>	
Or about 152 [one hundred and fifty-two] per cent. over the proportionate sum remaining to be expended on the contract.			
The Commissioners' valuation of all work done, <i>v. e.</i> , work embraced on contract, also extra and additional work amounts to		328,961.08	
Accounts of day-work, &c.,		18,503.36	
Commissioners' value of work remaining to be done,		780,631.32	
		<u>780,631.32</u>	1,078,145.71
Commissioners' valuation of all the work embraced in contract,			<u>820,105.85</u>
Commissioners' valuation of all extra work done and to be done,			<u>\$258,039.86</u>

Departmental Buildings.

The bulk sum for contract amounts to,	\$278,810.00
The quantities of all classes of work embraced in the contract, estimated at the schedule of rates appended to the contract, amount to,	802,681.14
Or fully $8\frac{1}{2}$ per cent over the contract sum.	
The items and quantities of all classes of work covered by the contract, estimated and extended at the valuation of the Commission, amounts to	433,735.46
Or about ($55\frac{1}{2}$) fifty-five and one-half per cent over the contract sum.	
The contract work executed and estimated at the contract schedule rates amounts to	\$124,059.38
Omissions of works embraced in contract but not required to be done	19,675.93
	<u>\$143,735.31</u>
Contract work executed and extended at the Commissioners' valuation, amounts to	186,786.17
Omissions of works embraced in contract (but not required to be done) Commissioners' valuation, amounts to	27,093.83
	<u>\$213,880.00</u>
Or about $48\frac{3}{4}$ (forty-eight and three-fourths) per cent. over contract schedule rates, which, as above shown, are $8\frac{1}{2}$ per cent. higher than the contract sum admits of, making the Commissioners' valuation about $61\frac{1}{2}$ per cent. (sixty-one and one-half per cent.) higher than the contract warrants.	
The comparative value of work done and omitted, to the contract sum, amounts to	\$132,398.22
This, deducted from the bulk sum,	278,810.00
	<u>\$146,411.78</u>
Leaves the contract value of work remaining to be done,	
The work done under the contract at the Commissioners valuation amounts to	213,880.00
This, deducted from the Commissioners' valuation of all the work embraced in the contract,	433,735.46
	<u>\$219,855.46</u>
Leaves value of work remaining to be done,	
Or about 50 $\frac{1}{7}$ th (fifty and one-seventh) per cent. over the proportional sum remaining to be expended on the contract.	
Commissioners' valuation of all work done, <i>i.e.</i> , embraced in contract; also for extra and additional work, amounts to	\$412,511.84
Accounts for day-work	2,987.78
Commissioners' valuation of all work remaining to be done to complete both blocks of buildings, amounts to	368,154.88
	<u>\$783,654.50</u>
Total,	
Commissioners' valuation of all the work embraced in contract,	<u>\$433,735.46</u>
Commissioners' valuation of all extra and additional work done, and to be done,	<u>\$349,919.04</u>

The foregoing statement, it is believed, give a correct view of the comparative amounts and per centage between the Commissioners estimates and the contract sums; and will also enable a fair comparison to be drawn between the estimate made by me in April, 1861, and that of the Commission.

The former, as previously stated, was based on the contract remaining 'extant,' but by the latter the contract is outirely set aside.

FOR THE PARLIAMENT BUILDING.

The Commissioners' valuation amounts to	\$820,105.83
The bulk sum of contract is	348,500.00
Excess,	<u>\$472,605.83</u>

FOR THE DEPARTMENTAL BUILDINGS.

The Commissioners' valuation amounts to	\$433,735.46
The bulk sum of contract is	278,810.00
Excess,	<u>\$154,925.46</u>
Total excess.	<u>\$627,531.29</u>

The Commissioners' valuation is thus *six hundred and twenty-seven thousand five hundred and thirty-one dollars and twenty-nine cents* over the aggregate amounts of the contracts. This sum is, of course, wholly unprovided for in the estimates made by me in April, 1861. As the Commissioners have thus dealt with questions which I was unauthorized to consider, it will be evident that the estimates are not on a similar basis. It will therefore be necessary, for the purpose of instituting a comparison between them, that the increase now proposed to be made on the contract amounts (\$627,531.29) should be added to my estimate.

These remarks are made solely with a view of drawing attention to the subject, and not for the purpose of either differing or concurring in the opinions given by the Commission.

It has been deemed unnecessary to introduce in these statements items of material delivered and prepared, as the question submitted has reference wholly to total amounts connected with the past expenditure, and the ultimate cost of the structures.

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

(Signed,) JOHN PAGE,
C. E., Public Works.

REPORT BY JOHN PAGE.

ABSTRACT of the foregoing Estimates, &c., shewing probable cost of buildings.

Parliament Buildings.

Contract amount,	\$348,500
To which should be added: 5 per cent. Architects' commission;	
3 do. do. Clerks of Works and other salaries; 10 do. do. for contingencies,	62,730
	<u>411,230</u>
Works in progress and authorized,	247,410
Do. recommended by Architects, &c., iron roof, Legislative chambers, and fire-proof ceiling, committee rooms, &c.,	29,800

Construction of buttresses, cast, north and west walls, and alteration of sky-lights, - - - - -	\$ 8,000	
Iron cresting for roof, - - - - -	20,000	
Carving wood cornice in Legislative chambers, - - - - -	3,200	
Strengthening walls of library, - - - - -	4,500	
		\$ 312,910

Departmental Buildings.

Contract amount, - - - - -	\$278,810	
Add 18 per cent. as above, - - - - -	50,185	
		328,995
Works in progress and authorized, - - - - -	\$ 356,128	
Do. recommended by Architects, &c., fire-proof ceiling, - - - - -	17,300	
		373,428
Covering flats of roof with lead instead of felt, tar, &c., - - - - -	\$ 29,350	
Finishing basement rooms, &c., - - - - -	4,310	
Extension of N. wing of western block, - - - - -	27,000	
Erection of tower at N. end of west wing of eastern block, - - - - -	6,580	
Substitution of plate for sheet glass, inside windows, and fitting windows for inside blinds, - - - - -	4,350	
		71,540
		\$1,498,103

Heating and Ventilation.

Contract amount, - - - - -	\$61,285	
Additional cost of system adopted in wings of Parliament buildings, - - - - -	1,500	
		\$62,785
10 per cent. for contingencies, - - - - -	6,278	
		69,063
Water supply, probable cost, - - - - -		75,000
Gas fittings, bells, &c., - - - - -		12,000
		\$1,654,166

[Copy of No. 63,154.]

MERCURY OFFICE,
Quebec, 18th February, 1863.

SIR,—I have the honor to enclose herewith the whole of Schedule D, of the Commission, which embraces the prices fixed upon by it for the completion of the work on the Parliament Building.

Part of schedules belonging to the Departmental Buildings are attached to it. The whole of these will be handed you to-morrow, for the information of the Contractors, Messrs. Jones, Haycock & Co.

The one now complete, Schedule D, of the Parliamentary building, may be handed the Contractor, Mr. McGreevy, as correct.

I have the honor to be, sir,

Your obdt servant,

(Signed,) D. STARKE,
Secretary of Commission.

T. Trudeau, Esq.,
Secretary of Public Works.

P. S.—I presume there will be no objection to sending the whole entire to Mr. McGreevy; should it however be thought otherwise, Schedules B, C, C, E, can be as far as possible detached, as they are not connected with him.

(Signed,) D. S.

[Copy of No. 63,162.]

QUEBEC, 13th February, 1863.

SIR,—We beg to acknowledge receipt of your letter No. 44,302-1027, informing us that the Commissioner of Public Works is authorized to offer us the completion of the buildings commenced by us at Ottawa, at rates enumerated in a certain schedule, a copy of which is of record in your office.

We have not yet been able to see this schedule, although we have made application at the office for that purpose, and would respectfully beg to be furnished with a copy of it, and the estimated quantities and description of the work to be done, in order that we may carefully consider it before giving an answer.

But there is another point to which we beg you would call the attention the Honorable the Commissioner. An arrangement was made with us by the Department of Public Works, represented by the Honorable Mr. Killaly, as we were notified, a special Commissioner appointed for that purpose, by which, notwithstanding the suspension of the works on 1st October, 1861, by order of the department, we were to go on with our contract upon the condition of receiving certain prices for extra and additional works; we acted in good faith upon this agreement, have received payments on account of it, and have expended large sums in carrying out works ordered under the terms of it; we have never received any intimation (official) that this agreement would not be carried out by the Government.

In the present communication a new contract is spoken of, from which it may be inferred that the Government consider the old one at an end. We cannot concede this point; and moreover we think that before entering upon negotiation for a new contract, we are justified in respectfully asking what course the Government intend to take in settling with us for the work already done, and the damages we have suffered, caused by any delay in prosecuting the work, or otherwise.

We are, very respectfully,

Your obedient servants,

(Signed,) JONES, HAYCOCK & Co.,
Contractors, Departmental Buildings at Ottawa.

T. Trudeau, Esq.,
Secretary, Dept. Public Works.

P. S.—The delay in answering this letter has arisen from having to submit it to our Solicitor, M. T. Galt, Q. C., who resides at Toronto.

(Signed,) J. H. & Co.

Quebec, 18th February, 1863.

[Copy of No. 63,168.]

MERCURY OFFICE,
Quebec, 19th February, 1863.

SIR,—I have the honor to enclose herewith, Schedule E of the Departmental Buildings, Eastern Block, which can now be given to Messrs. Jones, Haycock & Co., for examination.

Schedule F, of the Western Block, will be ready in the course of the day.

I have the honor to be, sir,

Your obedient servant,
(Signed,) D. STARKE,
Secretary Commission

T. Trudeau, Esq.,
Secretary, Dept. Public Works.

[Copy of 63,184.]

PUBLIC BUILDINGS, OTTAWA,
Quebec, 19th February, 1863.

SIR,—At your request I have examined the estimate made for the completion of the Parliament Buildings at Ottawa, by the Commission of Enquiry, and although from the shortness of time it has been in my hands, and the multiplicity of items which it comprehends, I have not, as yet, been able to make a full examination of it and master all its important details; I have, nevertheless, seen enough to create grave doubts in my mind of the propriety of communicating it, in its present state, to the contractor, in pursuance of the letter which was addressed to him on the 10th instant; or at least, until it has been examined and reported on by the Chief Engineer of this department.

The estimate I refer to is the printed one "Schedule D," extending from page 76 to page 99 of the Commissioner's Report, sent to this office yesterday, by their secretary, in advance of the report itself. It embraces 549 items, and is headed "Details of work required for completion of Parliament Buildings."

In explanation of the opinion I have here expressed, I feel it my duty to offer the following remarks:

In "Schedule D," under the head of "Estimate for completion," the "contract" and "additional works" are not distinguished but classed under one head and returned at the same prices, which, generally, range much above those of the Contract Schedule.

I will give a few instances, taken here and there from the details:—

Item 2,..... Rock excavation is increased from 52 cents to \$1 per cubic yard.

Item 20,..... Fire proof concrete, from \$2.60 to \$4.00 per cubic yard.

Items 25 to 39... Rubble Masonry from one uniform price of \$4.20 per toise to \$7.50 up to main cornice, and increasing at every 10 feet above that level, until it reaches \$34.60 per toise. This is all contract work.

Items 68 and 345, Ohio stone from 45 to 84 cents, per cubic foot.

Item 88,..... Arnprior marble from \$1.05 to \$1.80 per cubic foot.

Item 94,..... Circular moulded do, from \$1.59 to \$4.12 per superficial foot.

Item 134,..... One and a-half inch pine flooring from \$3.50 to \$5.00 per square.

Item 298,..... Sheet lead from \$7.00 to \$14.00 per cwt.

Besides the increase of prices in the contract work which remains to be done, there is an uncertainty as to the mode of measurement by which they are to be applied, as well as to the meaning of some of the technical terms employed. Before entering into contract it will be necessary to define what is meant by the "toise" of masonry, the "square" of flooring, the "cubic foot" of Ohio stone (whether measured in the rough or net in the work), the "superficial foot" of sandstone facing (whether measured net or to include openings,) the "superficial foot" of dressed stone (whether beds and joints are included with the face.) These and many other such points will have to be carefully attended to, in order to avoid difficulty in the future settlement. Not having seen the report of the Commission, I am unable to state whether any further definition is given than what appears upon the face of the schedule; but, from what I have stated, it is obvious that something further is necessary for the protection of the public interest.

There is another important question to be considered in communicating the schedule to the contractor, as it is. That is whether, in virtue of the heading of it, the application of the Commissioner's prices to the contract work proper might not lead to the conclusion that the contract is virtually abandoned, and thus lay the foundation for claims, from the contractor, to be paid the same rates for the work already performed under his contract.

All of which is respectfully submitted.

Your obedient servant,

(Signed.)

SAMUEL KEEFER,

Dep. Com. Public Works.

Hon. U. J. Tessier,

Com. Public Works, Quebec.

[Copy of 63,185.]

OTTAWA, 16th February, 1863.

To the Hon. the Commissioner of Public Works.

SIR,—On looking over the rough copies of the estimates of work to be done to complete the Public Buildings, made under the authority of the late Commission of Enquiry, and now in the hands of the Clerks of Works here, it appears to me evident that a new and fully detailed specification, clearly describing all the works to be done, together with an ample schedule of rates, applicable to every item, should be appended to, and form part of, any arrangement or agreement for the resumption of work on these buildings.

In order to avoid a recurrence of the difficulties which have heretofore been experienced in these respects, I am of opinion that the services of competent persons are at once required to prepare the documents in question.

I beg, therefore, respectfully to suggest that steps be taken to carry out the course recommended, as early as circumstances will permit.

I have the honor to be, sir,

Your obedient servant,

(Signed,) JOHN PAGE,
C. E., P. Works.

[Copy of 44,428.]

Ref. to 63,069.—Sub. 1026.

DEPARTMENT OF PUBLIC WORKS,

Quebec, 21st February, 1863.

SIR,—In answer to your letter of the 12th instant, requesting that a copy of the schedule referred to in my letter, to your address, of the 10th May be furnished you, I am directed by the Hon. the Commissioner to send you the enclosed printed copy of the schedule of quantities and prices prepared by the Commission of Enquiry into matters connected with the Ottawa Buildings. It is headed Schedule D; details of work required for completion of Parliament Buildings. The quantities and prices to be considered by you are to be found in the columns under the heading "Estimate for completion."

Detailed specifications of work to be done will, in addition to the enclosed schedule, form the basis of the proposed new agreement.

As it is of the utmost importance, in view of the fast advancing season, that your answer should be laid before the Government with as little delay as possible, the Hon. the Commissioner has directed me to state, that should he not receive from you a definite answer within eight days, he will consider your silence as a refusal on your part to accept the proposal, and will adopt some other mode by which the early completion of the work may be best facilitated.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU, Secretary.

Thos. McGreevy, Esq.,
Contractor, Public Buildings, Quebec.

[Copy of 44,429.]

Ref. to 63,162—Sub. 1,027.

DEPARTMENT OF PUBLIC WORKS,

Quebec, 21st February, 1863.

GENTLEMEN,—Referring to the letter addressed to you from this Department, on the 10th instant, and in answer to your letter of the 13th, also instant, I am directed by the

Honorable the Commissioner to send you the enclosed printed copy of the schedule of quantities and prices proposed by the Commission of Enquiry into matters connected with the Ottawa Buildings, and referred to in my letter of the 10th. It is headed "Schedule E,—details of work required for completion of the Departmental Buildings, Eastern block." The quantities and prices to be considered by you are to be found in the columns under the heading "Estimate for completion." The schedule of works required for the Western block is also forwarded to you.

Detailed Specifications of the work to be done, will, in addition to the enclosed schedule, form the basis of the proposed new agreement.

With regard to the observations contained in your letter of the 13th, on your claims resulting from certain alleged arrangements which you state were made between you and the Honorable Mr. Killaly, the Honorable the Commissioner has directed me to state that the Commission of Enquiry, during their late investigation into all matters connected with the Ottawa Buildings have, doubtless, taken into consideration the claim referred to, and that he is not prepared to dispute the conclusions to which they have arrived. You will therefore be pleased to consider that the offer made to you, to proceed with the works on the terms now submitted is entirely irrespective of any real or supposed claim founded on any previous contract or extra work, and that this letter must not in any way be construed to be either an acknowledgment or a recognition of the correctness of any such claims.

As it is of the utmost importance, in view of the fast approaching season, that your answer should be laid before the Government with as little delay as possible, the Honorable the Commissioner has directed me to state that should he not receive from you a definite answer within eight days, he will consider your silence as a refusal, on your part, to accept the proposal, and will adopt some other mode by which the early completion of the works may be best facilitated.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU,
Secretary.

Messrs. Jones, Haycock, & Co.,
Contractors, Departmental Buildings,
Quebec.

[Copy of 63,259.]

QUEBEC, February 26th, 1863.

SIR,—Will you have the kindness to lay before the Honorable Commissioner the following communication:—

I have carefully considered the proposal made to me in your letter, No. 44301-1026, dated the 10th February instant, and I have examined the list or schedule of prices for the works which are required for the completion of the Parliament buildings at Ottawa.

I accept the offer made to me in said letter, and am prepared to enter into a new contract, based upon the schedule of prices, a copy of which you enclosed to me in your letter No. 44428-1026.

I take this occasion to observe that in many particulars the prices stated in the schedule are far from remunerative; but situated as I am in reference to the building, I have to elect between a ruinous loss and a moderate one. It is doubtless known to the department that in undertaking so large a work it was indispensable that I should enter into contracts with various persons for the supply of materials, and hire a number of clerks and skilled mechanics to carry on the works. This I did, and I now have, building materials and plant worth many thousands of pounds, on the spot and elsewhere, which I could not usefully employ otherwise than in prosecuting the completion of the building. In addition, I should be exposed to large claims for indemnity in the future on the part of persons with whom I have existing contracts. These are the considerations which have induced me to accept your offer.

I have the honor to be, sir,

Your obedient servant,

(Signed,) THOS. MCGREIVY,

T. Trudeau, Esq., Secy. Dept. P.W.

[Copy of No. 63,260.]

QUEBEC, 26th February, 1863.

SIR,—Will you have the kindness to lay before the Honorable Commissioner the following communication :—

We have carefully considered the proposal made to us in your letter, No. 44302-1027, dated the 10th February instant, and we have examined the list or schedule of prices for the works which are required for the completion of the Departmental Buildings at Ottawa.

We accept the offer made to us in said letter, and are prepared to enter into a new contract, based upon said schedule of prices, a copy of which you enclosed to us in your letter No. 44429-1027.

We take this occasion to observe, that in many particulars the prices stated in the schedule are far from remunerative; but situated as we are in reference to the buildings, we have to elect between a ruinous loss and a moderate one. It is doubtless known to the department that in undertaking so large a work it was indispensable that we should enter into contracts with various persons for the supply of materials, and hire a number of clerks and skilled mechanics to carry on the works. This we did, and we have now building materials and plant worth many thousands of pounds, on the spot and elsewhere, which we could not usefully employ otherwise than in prosecuting the completion of the building. In addition, we should be exposed to large claims for indemnity in the future, on the part of persons with whom we have existing contracts. These are the considerations which have induced us to accept your offer.

We are, with much respect,

Your obedient servants,
(Signed,) JONES, HAYCOCK & Co.

T. Trudeau, Esq., Secy. Dep. Pub. Works.

(Copy of 63,263.)

QUEBEC, February 26th, 1863.

The Secretary of Public Works.

SIR,—I beg respectfully to report, that in accordance with the wishes of the Hon. the Commissioner (conveyed to me by Telegraph) I returned to Quebec on the 24th instant.

Previous to leaving Ottawa, however, I took care to employ the clerks and measurers of works, on the Public Buildings there, in preparing a class of information, which it is believed will be likely to prove useful under any proper arrangements the Government may adopt for the resumption of the works.

Since my arrival here the Honorable the Commissioner has verbally informed me that the Government has made a proposition to the former contractors to resume the works, based upon prices fixed by the late Commission of Enquiry.

The conclusion thus arrived at, taken in connection with my recall, may, it is presumed, be considered as an evidence that the Government has deemed it unnecessary for me to proceed further under the instructions conveyed to me by Order in Council of the 6th December, 1862.

I beg therefore to inquire if this view of the matter be correct, so that I may know how to act in the premises.

I have the honor to be, sir,

Your obedient servant,

(Signed,) JOHN PAGE,
C.E., P Works.

[Copy of 44,519.]

Ref. to 63,250 and 262.
Sub. 1025.DEPARTMENT OF PUBLIC WORKS,
Quebec, 4th March, 1863.

SIR,—I am directed by the Honorable the Commissioner to request you to prepare the draft of a contract proposed to be entered into between this Department and Messrs. Thos. McGreevy and Jones, Haycock & Co., for the completion of the Public Buildings at Ottawa.

You will find enclosed copies of the letters addressed from this Department to these parties, on the 10th ultimo, whereby it is offered to them that they should complete the buildings, at certain rates detailed in schedules of prices prepared by the Commission appointed to enquire into matters connected with the construction of the said buildings. You will also find copies of the answers received from Messrs. McGreevy and Jones, Haycock & Co., dated the 26th ultimo, accepting the offer made to them.

The specifications which are to be attached to the proposed contract are in course of preparation, and will be sent to you as soon as completed.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU,

Secretary.

Hon. Attorney General, U. C., Quebec.

[Copy of 44,553.]

Ref. to 63,315.
Sub. 1026.DEPARTMENT OF PUBLIC WORKS,
Quebec, 6th March, 1863.

SIR,—I am directed by the Honorable the Commissioner to refer herewith for your information as Secretary of the Commission of Enquiry on matters connected with the Public Buildings, Ottawa, the enclosed telegraph despatch from Mr. Bowes, calling attention to an error made in the estimate for completing the Boiler House in the Parliament Buildings, Ottawa.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU,

Secretary.

David Starke, Esq.,

Sec. Commission of Enquiry, Ottawa, Quebec.

[Copy of 63,414.]

QUEBEC, 7th March, 1863.

SIR,—In reply to yours of yesterday, I have the honor to say, for the information of the Honorable the Commissioner, that immediately upon hearing of the error in question, I telegraphed the measurer for the Commission, Mr. Gundry, of Toronto, for information on the subject.

My own impression was, that the number of *superficial feet*, as put down, were meant as *squares*, and applied to the whole building, and that therefore the amount, as carried out, would remain as it is. I find, however, from Mr. Gundry's reply, received this morning, that such is not the case. The item applies only to the central court, and should be thirty-five squares and forty feet, making an error of \$7,000 in the estimate.

I have the honor to be, sir,

Your obedient servant,

(Signed,) D. STARKE,

Sec. Commission.

T. Trudeau, Esq., Sec. Dep. P. W.

[Copy of 63,446.]

A. The following clauses are to form a part of the original contract specifications, and are chiefly explanatory of the method of measuring the several works. They are, however, to form a part of and to be considered as incorporated with the previous specifications in the same manner as if they had been originally attached thereto.

B. Should any of the provisions contained in the following clauses conflict with the specifications under which the works have heretofore been carried on, the following clauses shall overrule and govern the previous ones.

C. The works to be executed under these amended specification shall, as to quality of material and workmanship, and style of finish, be strictly in accordance with the original contract specifications; but the Commissioner reserves the right to determine what portion of the works shall be commenced and proceeded with, and only such portions as are so determined upon and specifically ordered by the proper written authority of the Commissioner, are to be proceeded with.

D. The Commissioner may determine, from time to time, what persons shall be employed in measuring the work, and under whose supervision it shall be conducted.

E. If at any time the Commissioner shall have cause for believing that the works are being improperly constructed, or that improper or dishonest measurements are made or allowed, or that inferior materials or workmanship are being used thereon; or if he shall consider that the progress made on the works is not such as will insure the due completion within the period agreed upon, he shall have power in his discretion to put an end to the contract, to resume the works and to proceed therewith by such other means as he may determine; and the contractor shall not be entitled to receive any compensation or damages beyond payment at the contract rate for such works as have been performed, or materials furnished in strict accordance with the stipulations and conditions of these specifications.

F. If at any time it shall appear that measurements have been previously made and allowed to the contractors, contrary to the terms of these specifications, or to the true intent of the schedule of prices forming part thereof, the Commissioner may cause such measurements to be corrected by re-measurement or otherwise, as may be by him deemed equitable; and if, under such incorrect measurements a larger sum has been paid to the contractors than the true quantities entitled him to receive, all such excessive payments shall be deducted from any sum or sums subsequently accruing to the contractor, or they may be recovered as liquidated damages in any court of competent jurisdiction.

G. Should any material or workmanship have been placed in the works already done, or should any be hereafter placed in the work, of an inferior quality to that required by these specifications, the contractor will be held responsible therefor, and if the contractor refuses or fails to remove or make good any and all such defective or inferior workmanship or material, on being required to do so by the proper officer of the Department, the Commissioner may cause the same to be removed and made good at the cost of the contractor, and for that purpose may employ and use the plant, material, tools, scaffolding and other appliances in or about the works belonging to the contractors, and employ therefor such workmen or others as the Commissioner may determine, and the cost thereof shall be chargeable against the Contractor, and may be deducted from any moneys due or accruing to him on any progress or final estimate, or may be recovered as for liquidated damages in any Court of competent jurisdiction. [For *H. and I.* see Mr. Rubidge's Report.]

K. In the following paragraphs the marginal figures refer to the item in the schedule of prices for the Parliamentary Buildings:—

Sec. 1. The price allowed for excavation or filling includes the movement of the earth or 1. 2. 3. 4. 5. other material, and the placing and levelling it when required, on the ground. The earth will in all cases be measured in excavation and no measurement in filling will be allowed.

Sec. 2. The price for digging and refilling the drains covers all labour, tools and other appliances necessary for its due completion; also the removal or pumping of water, ramming down the earth, levelling the surface, and the removal and deposit, in such place as may be directed, of all superfluous earth or other material after the proper consolidation of the filling.

SEC. 3. No extra allowance will be made for the removal of rubbish created by the carrying on of any of the works or trades. The contractors will perform that service, but the cost thereof is included in the schedule price of the respective works.

9 to 7 inclusive. SEC. 4. The schedule prices for drain pipes, bends, sockets, &c., include the cost of pipes, sockets, junctions, bends, cement, pugging and laying, with all labour, tools and appliances necessary thereto. No allowance will be made for breakages, or for the removal of defective material, should any be discovered, and only the number of lineal yards actually in the finished work will be allowed.

18, 19, 20, 21. SEC. 5. The quantity of concrete will be estimated in all cases from the actual net dimensions of the finished work, and the schedule prices cover all labour, tools, materials or other appliances requisite for placing it there.

22. SEC. 6. For pugging the entire surface of the floors will be measured.

SEC. 7. Rubble stone work will be measured at the actual cubical contents of walls, tunnels, arches, or ducts, as the case may be, taken at the actual thickness of the finished work. All cut stone, dressings, quoins, relieving arches, and facings, will be measured in, and only one-half of the openings will be deducted.

SEC. 8. The toise will, in all cases, be 54 cubic feet or two cubic yards.

SEC. 9. Quantities of facings, whether of Nepean stone, relieving arches, or pointing 41, 44, 49. with dark mortar, will be calculated as the net surface, exclusive of the cut stone dressings, ornaments, or other surroundings.

42, 57, 68, 88. SEC. 10. The measurement of the cubical contents of all stone for cutting, will be based on the extreme dimensions actually required for forming the finished stone, and no waste or surplus size will be allowed.

43, 45, 46, 47, 48, SEC. 11. The surface work only of the finished stone, exclusive of
58, 60 to 66, inclusive. all beds and joints, will be measured. It is to be understood that the
69 to 79, do surface work implies only that portion of the work which will be exposed
89 to 96, do to view when the stone is finished and in its place, and the surrounding
98 to 112, do work of masonry or brick work has been completed. No trade allow-
ances or technical measurements will be admitted.

SEC. 12. All breakages, cracks, defects, or other damage, must be made good by the contractor, without further charge. The contractor must, at his own cost, sufficiently protect all those portions of the work exposed to injury; and all damages will be at his risk, whether it arises from the prosecution of the works, or from other causes.

SEC. 13. The schedule prices for stone, stone-cutting or dressing, and masonry work, generally cover, and is to be in full satisfaction for all scaffolding, tools, machinery, labor, and workmanship; for all mortar, grouting, sheet lead in joint of cut stone work, putty, pointing and cleaning, except where a distinct price for any of these things is given in the schedule; and also the cost of all templets, moulds, drawing-boards, and other appliances requisite for setting out the work, and for its full and perfect completion; and also for the clearing away and removal of all scaffolding, lumber, spalls, rubbish, waste or surplus materials, &c., &c.

87. SEC. 14. The items for dressing and cleaning down cut stone work, is to cover and satisfy all cost or claim for fully and perfectly cleaning down all the cut or polished stone work in the entire structure to which the schedule applies; and all the cut stone must, for the consideration named, be left perfectly clean and well conditioned, to the satisfaction of the architect or other officer of the department, whose duty it may be to receive the work.

SEC. 15. The prices for stone steps, balusters, caps, bases, and the like are to include the 67, 80 to 86 workmanship necessary for forming the respective pieces of work from inclusive, 97. the blocks with the cost of all tools and machinery, and also of the work requisite for fitting and fixing them in their respective places in the work, leaving each piece finished and perfect. The cubic contents of the stone blocks from which they are wrought will be valued and paid for under the schedules for the respective description of stone.

50. SEC. 16. Brick work will be estimated and allowed in the determination of quantities at twenty bricks to the standard foot. In measuring this work, the actual number of superficial feet on the surface of the wall will be taken as one dimension, and for the thickness one brick and a half, or in other words one brick in length with one in breadth will be taken to represent a foot. All other thicknesses will be reduced to that

standard. Chimney breasts and flues will be estimated on the same basis, so as to determine the actual number of bricks in the work.

The schedule price for the brick-work includes the cost of all scaffolding, labour, tools, material and machinery necessary for its execution, and also all mortar, grouting, pointing, or other service necessary for its full completion.

51 to 54 inclusive. SEC. 17. In these and all similar items actual and exact dimensions will be taken for calculating quantities, and no trade or other technical allowance will be admitted.

114 to 117 inclusive. SEC. 18. In the measurement of timber, planks, boards or other material, for which a price is allowed per thousand feet board measure, and which is signified in the schedule by the initial "F. B. M.," it is to be understood that the exact dimensions of the material, as required by the specifications, or as authorized by competent authority, are to be taken, that all timber is to be reduced to what is commonly known as "board measure," that is to say, one inch in thickness, and that all planks, joists, deals, and the like having a greater thickness than one inch, are to be similarly reduced when the price is stated as in the items referred to in the margin. The rate or price given is to be understood as so much per thousand superficial feet, board measure, and to include all workmanship, nails, fastenings, tools and other services necessary for placing it in the work.

17, 112. SEC. 19. The area of centring is to be understood as the area of the soffit only. Where lineal feet are given, the measurement is to be taken over the cornice from one springing of the arch to the other.

1st series, 113, 114, 115. SEC. 20. For wrought slate the dimensions will be taken of the finished work and the prices includes all material, tools and appliances requisite for fitting, fixing and finishing it.

2nd series, 113, 121 to 124, inclusive, 127, 131 to 133, inclusive, 136 to 140, do, 141, 116 to 149 inclusive, 172 to 180, do, 196, 197, 202 to 207, inclusive, 212, 236 to 261, inclusive, 301 to 305, do. SEC. 21. In all cases where a price is given for lineal measure, the actual length of the finished work is to be understood as the quantity to be paid for; where a price per lineal foot for doors, windows or other frames is given, one measurement shall include all the members which constitute the frame, one measurement shall include all the mouldings or members which constitute an architrave, except when an enriched moulding is especially provided for by a specified price, and so also shall one measurement include all the members, mouldings or otherwise which form a skirting, and in all such cases the prices given in the schedule are to be accepted as covering the cost of fitting, fixing and finishing in the building with the cost of all labour, nails, fastenings, material, tools and other appliances requisite for the full completion of the work.

No technical or trade allowances for carved, circular or similar work will be allowed other than such as are specified in the schedule.

118, 119, 120, 128, 129, 130, 134, 135, 141. SEC. 22. The square is to be understood as 100 superficial feet without reference to thickness, and the measurement for estimating the quantities under these items are to be the finished dimensions of the work. The prices include all nails, fastenings, labour, material, scaffolding and other appliances requisite for fitting, fixing and completing the work.

142, 143, 190, 191, 192, 193. SEC. 23. Mouldings, architraves, and similar works, for which a price per superficial foot is allowed, are to be measured by girthing the finished surface visible after the completion of the work, for one dimension, and taking the actual length of the others.

145, 195, 168, 201, 194, 160, 200, 169, 159, 199, 167, 158, 189, 165, 171, 164, 198. SEC. 24. Panel work of all kinds is to be measured as if it were one plain surface, the dimensions being governed by the space it fills without reference to thickness or the girth of the mouldings or raised surfaces, and unless where a specific price is named for any additional ornament or moulding, the price given is to cover all mouldings, piercings or other ornaments, together with all material, labor, screws, nails, glue, fastenings, scaffolding, tools, and other appliances necessary for fully fitting, fixing and completing it in the work. No trade allowance or technical measurements will be allowed for circular work or other unusual forms.

129, 149, 150, 151,
152, 153, 156, 162,
183, 203, 211.

SEC. 25. When, as in the items referred to in the margin, the price is so much per superficial foot of a stated thickness, the surface for measurement is to be taken as that which is visible after the completion

of the work.

183, 184, 185,
186, 187, 188.

SEC. 26. Prices per superficial foot of window frames, including sash and blinds are to cover all work and material requisite for the full completion of the window, and the quantity will be determined by the measurement of the extreme height and breadth of the frame, and only one side measured.

242, 243, 244,
245.

SEC. 26. The quantity of sheet metal, when to be paid for by the foot or other superficial area, will be determined by the measurement of the exact size required for the work, and the price is to be understood as including all nails, solder, or other fastenings, and all appliances requisite for fitting it in its place.

246 to 251,
inclusive.

SEC. 27. The quantities of plastering will, in all cases, be estimated by the exact actual dimensions, and all openings will be deducted. The schedule prices cover the lathing, nailing, scaffolding, and all material, labor and other services requisite for the due completion of the work.

250 to 261,
inclusive.

SEC. 28. In the lineal measurement of cornices, cement skirtings, and the like, one measurement includes all the members thereof within the girth specified, and the price includes the provision and preparation of all gauges brackets, moulds, tools and other things requisite for the full and perfect completion of the work.

262 to 270
inclusive.
293, 299.

SEC. 29. All metals paid for by weight will be estimated by English avoirdupois weight, viz., 112 lbs. to the cwt., and 20 cwt., or 2,240 lbs. to the ton. The schedule prices are to cover all labor, nails, screws, fastenings, scaffoldings, tools, and other appliances necessary for the full and due completion of this part of the work, and the weight allowed will only be that which is required for the work. No surplus metal will be paid for.

155, 170, 213,
to 238 inclusive
271 to 276 do.

SEC. 30. Every article or piece of work, for which a stated sum is allowed to be supplied, fitted, fixed, and completed in the work for the sum named, unless where a schedule price is elsewhere given for the performance of some service, or supply of some material requisite for the completion thereof; and the schedule price is to cover all costs and charges incident or necessary to the full and perfect completion of such work.

277 to 281
inclusive.
282 to 289 do.

SEC. 31. All oiling, painting, gilding, varnishing, whitewashing and similar service is to be paid for by the measurement of the actual surface covered, and the price named is for the work finished, with the full number of coats required by the Architect's specifications, as well as all tools, scaffolding, material, labor, or other appliances requisite for the due performance of the work.

No trade or technical measurement will be admitted, nor will any lineal measurement be allowed, except when prices are specially given therefor.

The measurement of glass will be computed from the actual size when in the finished work, and all breakage or damage which may occur prior to the full completion of the contract, will be at the risk of the contractors, who must make them good without extra cost to the department.

GENERAL.

SEC. 32.—Should any items occur in the schedule which are not explained by these specifications, and about which difference may arise between the contractors and the Commissioner, the architects or others appointed to measure and estimate the value of the work, the interpretation of such items, and the mode of measurement to be adopted, shall be referred to _____, whose decision shall be final and conclusive.

SEC. 33.—No allowances will, in any case, be made for waste of materials in any of the trades, and all measurements will be taken at the actual sizes required for the finished work, and it is to be strictly understood that the prices are, in each and every case, to be interpreted as including the cost of all material, labor, tools, machinery, templates, moulds, models, fastenings, setting out of work, and every possible contingency that may become necessary for the due and full completion of the work in the style, quality, and manner provided for by the specification, and that everything appertaining to, or necessary to, the full and per-

fect completion of the species or description of work for which the several prices are given, and for fitting and finishing it in its place, is to be provided by the contractor for the prices named, even should the particular mention thereof be omitted from these specifications, and it is to be further clearly and distinctly understood, that no trade or technical measurements or allowances will be sanctioned or permitted in measuring up any portions of the work.

SEC. 34.—The Commissioner reserves the right to change, increase, or diminish, all or any of the works embraced in the schedules attached to the specifications and herein referred to, and also to delay or altogether relinquish any portion of the said works, and the contractor shall not thereby acquire any claim or right to compensation or damages on account of such increase or diminution or relinquishment, beyond payment, according to the value estimated by the schedule prices, for the work actually performed or partially performed, and materials delivered or in course of delivery, under specific written instructions from the Commissioner, or other officer of the department duly authorized: Nor shall any increase or change in the works, in any way affect the contracts, either as to price or the period within which they are to be completed.

SEC. 35.—The Commissioner, by himself or duly authorized officer, will direct, from time to time, what portions of the work are to be proceeded with, and such portions only are to be carried on. Nor shall any material be ordered or delivered by the contractor for any portions of the work beyond those so authorized, and if the contractors order or deliver any material, wrought or unwrought, machinery or plant, beyond what is required for the execution of these portions of the work authorized by the Commissioner, such labor, material, tools, or machinery, will not be taken into account in any settlement that may be made.

SEC. 36.—No extra works, or works additional to the plans and specifications, shall be done without the written instruction of the Commissioner, and should any such additional works be done or undertaken, without such written authority, they will not be measured, allowed, or paid for.

(Signed,) D. STARKE.

[Copy of 44,588.]

DEPARTMENT OF PUBLIC WORKS,
Quebec, 11th March, 1863.

Referred to Mr. Rubidge with printed copies of the specifications attached to the contracts entered into with Mr. McGreevy, and Jones, Haycock, & Co., on the 7th December, 1859, and with C. Garth on the 12th Jan., 1860.

Mr. Rubidge is to examine, revise, and report as soon as possible, leaving aside, for this purpose, all other business.

B.O.C. (Signed,) T. TRUDEAU,
Secretary.

No. 63,446, letter of D. Stark.

[Copy of No. 63,527.]

QUEBEC, 17th March, 1863.

T. Trudeau, Esq., Secretary.

SIR,—Knowing the great impatience of the Honourable the Commissioner on the subject of the works on the Ottawa Public Buildings being resumed as quickly as possible, I have lost not a moment in reporting, revising, and examining the proposed new clauses to the contract specification submitted by Mr. Stark, under No. 63,446.

I had requested the attendance of Mr. Howes, to afford me any explanations and information on the subject, before reporting. Having, however, drafted my own views on the

document submitted to me previous to his arrival in Quebec, I submit them for the consideration of the Honorable the Commissioner and the Executive Government, and should I deem it advisable after communicating with Mr. Bowes to report still farther on the subject, I shall take an early opportunity of so doing, with the view of advancing the subject in the most satisfactory shape, both to the Commissioner, the Government and the Contractors themselves.

I have the honor to be, sir,

Your obedient servant,

(Signed.) F. P. RUBIDGE, A.E., P.W.

QUEBEC, March 17th, 1863.

T. TRUDEAU, Esq.,
Secretary.

SIR,—The onerous duty to which I have been suddenly required to give my attention in connection with the "*Ottawa Public Buildings*," is as follows:—

On the 11th of March, 1863, Mr. David Stark submits certain clauses which are to No. 63,446. form a part of the *new contract* and *specification* for the completion of the buildings.

Whereon, is endorsed as under: "Referred to Mr. Rubidge, with printed copies of the specification-attached to the contract entered into with Mr. McGreevy, and Jones, Haycock & Company, on the 7th of December, 1859, and with C. Garth, on the 12th January, 1861. Mr. Rubidge is to *examine, revise* and *report* as soon as possible, laying aside, for this purpose, all other business—B.O.C., T.T., signifying, by order of the Commissioner (Signed,) T. Trudeau. March 11th, 1863.

I shall therefore proceed, in terms of these instructions, to *examine, revise* and *report* No. 63,446. on the document above submitted to me, and signed D. Stark, without delay; merely premising that heretofore a full investigation into the subject of the *Ottawa Buildings*, with the view of reporting thereon, has occupied the attention of other officers of the Department and professional men outside thereof, *many weeks* and *even months* of deliberate and careful research, assisted by the Architects, Clerks of Works, and Measurers on the spot; the difficulty therefore is, that in any urgent demand to report with all despatch, precipitate conclusions or immature advice may be offered, calculated still further to embarrass, rather than forward the works to a satisfactory completion.

My duty to the head of the department and Provincial Government, nevertheless, No. 63,446. is to obey instructions to the best of my ability and experience. I therefore beg to submit, after a *short examination*, a revision and *report* of the proposed "clauses to form a part of the *new contract*," at the very earliest possible date within my power.

It is taken for granted that the quantities, the rates and prices, and the modes of measurement adopted by the Commissioners, thereto specially appointed under the Great Seal of the Province, and which quantities, rates and measurements, are recommended to Schedules D, E, the Executive Government for the completion of the buildings, are not

F. to be disputed, saving and excepting palpable misprints or typographical errors in figures or arithmetic; indeed, it were presumption on the part of any individual, giving the subject a mere hasty consideration, to impugn decisions arrived at by the combined scrutiny of several professional parties during the past seven months, at great cost.

The Commissioner of Public Works is, therefore, I believe, fully justified in recommending to the Government an acceptance of the rates and measurements of the Ottawa Commissioners, and the responsibility imposed upon myself and others is greatly lessened in consequence.

My Revision will accordingly be to render, if possible, these proposed additional clauses, more explicit and ample; to suggest certain alterations, or emendations thereof, to strike out objectionable or introduce new propositions, and, generally, to lay before the Commissioner for his approval, such conditions, appliances and obligations, binding on and governing contractors, before recommencing building operations, or delivery of fresh materials within the gates and enclosure of the Ottawa Buildings.

No. 63,446.

To do this without disfiguring the original document committed to my hands, I have thought proper to transcribe it, paragraph by paragraph, in the order set down; my corrections, or additional remarks, appearing in *italics*, and, of course, are subject to any further revision or reference which the Honorable the Commissioner may deem the importance of the case demands, to satisfy the feverish expectations of the public on this important subject.

No. 63,446.

ADDENDA TO THE ORIGINAL CONTRACTS AND SPECIFICATIONS.

A. The following clauses are to form a part of the original contract and specification, as *addenda thereto*, and are chiefly explanatory of the method to be adopted in measuring the several works of construction or materials required for the completion of the *Department Buildings, or Parliamentary Buildings and Library, under a new contract*. They are therefore to be considered and held as incorporated with the previous specification and contract in the same manner as if they had been originally attached thereto.

B. Should any of the provisions contained in the following clauses conflict with the contract requirements, or specifications under which the works have heretofore been executed and carried on, the following clauses shall *overrule and govern* the previous ones, or *dispense with them altogether as schedule rates*:

Apparent repetitions in this "Addenda," similar to requirements set forth in the previous contract and specification, such as the rejection of bad material or workmanship, are inserted in order to vest the control (stated in the former contract to be with the Architects or Clerk of the Works) in the hands of the Commissioner of Public Works, or his appointed officer.

C. The works, to be proceeded with under these amended clauses and specification, shall as to quality, and class of material, superior workmanship and style of finish, be Execution. strictly in accordance with the original *General Designs and Detailed Drawings, and contract specification, unless any alteration or departure therefrom shall be authorized by the Commissioner who reserves to himself the sole right, on any report or advice of the Architects or officer in charge, to determine what portion of the works shall be commenced and have precedence over others towards their final completion*, such portions so determined on and specially ordered, to be proceeded with only on the written authority of the Commissioner of Public Works for the time being; and no reservation or selection of work shall subject the Commissioner to any claims for detention or delay, set up by the Contractors for other portions.

D. The Commissioner may determine, from time to time, what persons shall be employed in measuring up the works either of construction or material in preparation, and under whose local supervision it shall be conducted—and any orders or written instructions to the respective Clerks of Works and measurers, as to the mode of measurement or valuation of work or material, shall in all cases proceed from the Commissioner or officer having his sanction and authority therefor—and none but written orders or instructions will be binding and acknowledged.

E. If at any time the Commissioner shall have cause for believing that the works are being irregularly or improperly constructed, or that unfair or dishonest measurements are committed at, or allowed, or that inferior materials or workmanship are being used in the Buildings, or should he consider the progress made on the works is not such as will insure their due completion within, or at the expiry of the period agreed upon, he shall have power, in his discretion, to put an end to the contract by resuming the works, after six days notification in writing to the Contractors to that effect; and thereafter to prosecute the Works by such other means as he may determine on; and the contractor or contractors shall not be entitled to receive any compensation or damages beyond payments at the contract Schedule rates for such works as have been performed or materials furnished in accordance with the stipulations and conditions of the contract and specification—provided, moreover, that any increased outlay or loss to the public arising out of any such resumption of the works by the Commissioner, or reletting of the same, shall be chargeable in compensation or damages against all moneys due in settlement with the contractors, either for work or materials.

F. If at any future time from the period and date of the new contract, it shall appear that measurements and returns are, or have been previously, made and allowed to the contractors, contrary to the terms of these amended and former specifications, or at variance with the

true intent and meaning of the schedule of prices herewith annexed, and forming part thereof, the Commissioner may cause such measurements and returns to be corrected by re-measurement or otherwise, as may by him be deemed equitable; and if, under such incorrect measurements and returns, a larger sum appears in the progress estimates, and has been paid to contractors, than the true and rectified quantities entitled him or them to receive, all such excess in payments shall be deducted from any sum or sums subsequently accruing to the contractors, or they may be recovered as liquidated damages in any Court of competent jurisdiction. *The above clause restricted in its retrospective effect to works of completion under this new contract.*

Should any defective workmanship or material have been placed in the works already advanced and in progress up to the date of this present contract, or have been prepared on the ground for building into the walls, foundations, air ducts, drains, or superstructure, such defective work, moreover in the first instance, arising out of bad or inferior material, or long exposure to the weather or frost during the interval of the works being suspended, the Contractor or Contractors, previously to any further building operations, will be required to take down, remove, and restore, with sound work and good material, all such defective portions, either in brick or stone masonry; such indispensable reparations being one of the stipulated reasons for assigning to the former Contractors the works of completion, and in consideration of which preference over other Contractors, no claim shall be put forward by or be allowed to them, as Contractors, in replacing and restoring such defective work and materials—further, should any work or material of inferior quality to those required by the specifications, hereafter or at any future time during the continuance of this contract, be placed in the work or prepared on the ground, the Contractors will be held responsible therefor, and if he or they refuse or fail to remove or make good any and all such defective or inferior workmanship and material, on being required so to do by the proper officer of the Department, the Commissioner may cause the same to be removed and made good at the expense of the Contractor or Contractors, and for that purpose may employ and use the plant, tackling, tools and implements, scaffolding, material and other appliances on or about the premises and works belonging to the Contractors, and employ therefor such workmen, laborers, and others, as he the Commissioner may determine on, and the cost thereof shall be chargeable against the Contractor or Contractors, and may be deducted from any monies due or accruing to him or them on any progress or final estimate, or may be recovered as for liquidated damages in any Court of competent Jurisdiction.

Before, and at what time soever, the Contractors enter upon the ground and site of the Ottawa Buildings, to resume building operations under their new contract, they agree and are hereby bound to accept and abide by the Schedule rates and prices, quantities and measurements, arrived at and reported on by the Ottawa Commission of Inquiry appointed by the Government for this purpose, so far as relates to the materials deposited on the premises in the rough or in bulk, or otherwise prepared in work shops and sheds, or on the ground, for setting or fixing in the buildings; and which material, either in the rough or so prepared, will be required for the continuance of the works for future completion of the Buildings and accessories for heating, ventilation and drainage; IRRESPECTIVE of all materials, workmanship, labor and expenditure placed or secured into walls, foundations, and other works PREVIOUSLY and up to the time of signing this second contract by the respective parties to the same; and it is expressly declared that the monthly payments to be made to the Contractor or Contractors for the Parliament Buildings, as stipulated and agreed upon under the former contract, shall be made upon the basis of the Schedule of prices and quantities detailed and set forth in printed Schedule D, herewith appended, and forming an integral and essential part of this present contract, saving and excepting, however, any palpable mistakes in calculation or carrying out of quantities or rates, or summing up totals, which are to be taken as misprints or typographical errors; and all, or any of which, shall be subject to a fair and equitable adjustment and correction by the Commissioner or officers of Public Works, at any time before a Final Estimate shall be returned for completion of the Buildings, including also in the foregoing arrangement and mutual understanding, Schedules lettered G and H respectively, appended to said report of the said Ottawa Commission of Inquiry; being for measurement and valuation of work prepared, and of materials delivered on the ground of, and for the aforesaid Parliament Buildings in the City of Ottawa, which Schedules above alluded to, and severally lettered D, G and H.

shall be construed to regulate, classify, fix, and determine the quantity, description, and value of work and materials therein set forth; and shall guide and govern all Measurers, Clerks of Works, Architects, Superintendents and other recognized Departmental Officers, in making out monthly or supplementary Estimates in favor of Contractors, up to the period and full completion of this Contract, estimates based upon any other scale than the Schedules aforesaid [attached] not being admitted or allowed by the Commissioner of Public Works; local customs, trade rules, or any other adjustment of measure and value to the contrary notwithstanding; and further that the presentation of the monthly estimate and returns, duly signed and certified by the respective architects, measurers, and officers in charge, shall not of itself entitle the Contractor or Contractors to demand payment of the amount herein set forth, unless the Commissioner shall, upon examination, fully give his assent thereto.

DEPARTMENTAL BUILDINGS.

The foregoing clauses, stipulations, covenants and obligations shall apply in like manner to the contracts for the Departmental Buildings, and be binding on all parties subscribing the same.

The governing schedules, appended and forming part of the new Contract, being those attached to the Report of the Ottawa Commission of Inquiry aforesaid, and lettered respectively E and K for the Eastern block, and F and L for the Western block; which said schedules, together, are to be taken to cover the full quantities, rates and measurements to complete the buildings, including materials prepared or delivered on the ground, or occupying sheds, stores and work shops in the vicinity of the buildings under contract.

In the event, nevertheless, of the quantities of work or material given in Schedules D, E, F, being hereafter exceeded in the actual or finished works, the excess shall be estimated at schedule rates for similar works; or should such quantities be reduced in the completed works, they shall be subject to reduction in like manner at schedule rates.

I. In case of any future money advances applied for on progress estimates upon materials hereafter to be provided and delivered, on the contractors resuming the works, it is desirable to maintain a clear distinction between those materials already on the ground, either in the rough, in bulk, wrought or unwrought, and of which careful detailed measurements, computations, and estimates have been made in schedules letters G and H for the Parliament Buildings, and K-L for the departmental blocks, under the authority of the Commission of Inquiry into the Ottawa Buildings, by professional assistants, so that no confusion may arise hereafter from mixing the quantities indiscriminately, should such be the case, and likewise to afford a check at all times upon the total schedule quantities yet required in the completion of the buildings.

To facilitate these objects, the contractors, their agents, foremen, carters, and employes, upon the delivery of any new materials, as above described, within the ground and buildings, after the date of this new contract, shall furnish the respective Government Measurers, or, in their absence, the Clerks of Works, or Architects, with any list, statement, bill, or memorandum, or copy of the same, setting forth the quantities so delivered, exclusive of the carter's price thereof, which list, statement, bill, or memorandum, although not signed or vouched for by the contractors or their agents as strictly correct in any particular, shall serve to direct the attention of the Measurers and Government officers to the aforesaid delivery of materials, thereafter to be by them measured and valued, if necessary, in accordance with the schedule quantities and rates, and these amended specifications. Should the contractors, or their agents acting in their behalf, fail or object to furnish such written information to the proper officer, the material so delivered shall not be included, with the object and intent of obtaining any money advances thereon, in any progress estimate next due or accruing, until such time as the required statement is given by the contractors.

J. In addition to the several plans, sections and measurements heretofore prepared, setting forth the extent of work actually done up to the date of this contract, and in order to preserve a clear distinction between such existing works and those to be executed henceforward under this new contract—which existing works have already been carefully measured up and computed under the authority of the Ottawa Commission of Inquiry—it will be desirable and necessary that the Buildings in all their parts, at their present stage of progress and advancement, should be accurately marked, defined and indicated by the respective officers

of the Department in charge, whether as respects the heights, thickness, or other dimensions of external and internal walls, towers, chimney-stalks, flues, air-ducts, or other erections; as also, all timbers, framing, boarding, slating, iron or other metal actually placed and fixed in the building; as well as all excavations and works of every description enumerated in the schedules accompanying this specification, either by lines, paint-marks, notches, indentations, driven nails, or some other approved sign or symbol, made, indicated and recognized by the Measurers and other Departmental officers—below, or exceeding which indications of previous measurement (and only up to the same) no material or labor shall be claimed by or returned to the contractors as works of completion under this new contract—such marks, limits, and indications, however, to include any defective portions heretofore alluded to, which defective portions are to be removed and restored by the contractor or contractors, under the direction of the Commissioner or his officers, without further compensation.

K. In the following paragraphs, the marginal figures refer to the items in the printed Schedules of prices for works to complete the Parliament Buildings under LETTER D, accompanying the Report of the Ottawa Commission of Inquiry.

Items 1, 2, 3, 4, 5. SEC. 1. The price allowed for excavation or filling includes the movement of the earth, rock or other material, and placing and levelling it where required on the grounds. The earth and rock will in all cases be measured in excavation, and no re-measurement in filling will be allowed.

Note 1. Item 5 in Schedule D appears to sanction and allow 35 cents for 1822 cubic yards of earth filling inside building, after it is declared as above, that no re-measurement in filling will be allowed.—F. P. R.

Mr. Bowes says this should be amended by inserting "when drawn from a distance and not previously measured as excavation," after the words "inside building." See Item 5.

Note 2. Gravel or hard clay not mentioned, although intended to be covered by the rate for earth excavation at 25 cents per yard, the depth being limited to six feet.

SEC. 2. The price for digging and re-filling the drains covers all labor, transport, tools, and implements, and other appliances necessary for its due completion; also the removal or pumping of water, ramming down the earth, levelling the surface, and the removal and deposit in such place as may be directed within the grounds of all superfluous earth, or other material after the proper consolidation of the filling.

Note. The remark I have to make is, that the lineal yard is mentioned in the Schedule for digging and filling drains, irrespective of depth, which may be either shallow or otherwise, or uncertain as to what properly belongs to drains and what to air-ducts, &c.; if the quantity was taken to mean the cubic yard. I can see less difficulty in determining the same, either for the Contractors or the Department, the price however being regulated therefor.—F. P. R.

Item 8. SEC. 3. No extra allowance will be made for the removal of rubbish created by the carrying on of any of the works or trades. The contractors will perform that service, but the cost thereof is included in the schedule price of the respective works.

Admitted and accepted.—F. P. R.

9 to 17 inclusive. SEC. 4. The schedule prices for drain-pipes, bends, sockets, &c., include the cost and delivery of pipes, sockets, junctions, bends, cement, pugging and laying; with all labour, tools, and appliances necessary thereto; no allowance will be made for breakages or for the removal of defective material, should any be discovered, and only the number of lineal yards actually in the finished work will be allowed.

Admitted and accepted.—F. P. R.

18, 19, 20, 21, 326, SEC. 5. The quantity of concrete will be estimated in all cases from
327, 490, 491, the actual net dimensions of the finished work, and the schedule prices
529. cover all labor, transport, tools, materials, or other appliances requisite for placing it there.

Admitted and accepted.—F. P. R.

22 SEC. 6. For pugging, the entire surface of the floors will be measured.

Admitted and accepted.—F. P. R.

25 to 38, & 317 to SEC. 7. Rubble stone work will be measured at the actual cubical
324 inclusive, contents of walls, tunnels, arches, or ducts as the case may be, taken at
& 472 to 482, do the actual thickness of the finished work; all cut stone, dressings, quoins,
528. relieving-arches, and facings will be measured in, and only one-half of the openings will be
deducted!

In place of the above, insert as follows:—

Rubble stone work will be measured at the actual cubical contents of all piers, walls, &c. in the building, taken at the actual thickness of the finished work; all cut stone, dressing, quoins, relieving-arches and facings, will be measured in, and no deductions for openings will be made. Rubble-work, circular on plan, as the main wall of library, to be allowed one and a half measure, that is, one foot shall be considered one and a half foot cubic. In measuring rubble in ducts, drains, tunnels, or ventilating shafts, the whole of the area or void space will be deducted, but in the arches of ducts, tunnels, &c., for the first twelve inches only, in from the soffit, one and a half measure shall be allowed, and the quantity be estimated by the cubic yard of 27 feet.

SEC. 8. The toise of material measured in work, will in all cases be 54 cubic feet or two cubic yards, English measure.

The quarry toise of material delivered, although usually 216 cubic feet English measure, is adopted by the Commissioners of Inquiry, also at 54 cubic feet.

SEC. 9. Quantities of facings whether of Nepean or Postdam sandstone relieving-arches (mosaic or parti-colored filling-in over window or door-openings*) or pointing with dark mortar, will be calculated as the net surface, exclusive of the cut-stone dressings, ornamental carvings or other surroundings.

Adopted.—F. P. R.

42, 57, 68, 88,
331, 337, 345, 492,
494, 499.

68, 345, 499.

43, schedule H.

43, 45, 46, 47, 48,
58, 60 to 66 inclusive;
69 to 76 do.; 79, 89
to 96 do.; 98 to
112 do.; 114,
332, 338 to 344
do.; 346 to 354
do.; 358, 362,
364, 365, 367,
493, 495 to 498
do.; 500, 530,
531, 532.

SEC. 10. The measurements of the cubical contents of all stone and marble by cutting will be based on the extreme dimensions actually required for forming the finished stone; and no waste or surplus size will be allowed, except in the items for OHIO STONE, which stone is to be measured in the rough block, and the schedule rate of 70 cents per cubic foot allowed, as in item

SEC. 11. The surface work only of the finished stone, exclusive of all beds and joints, will be measured. It is to be understood that the surface work implies only that portion of the work which will be exposed to view when the stone is finished and in its place, and the surrounding work in masonry or brick-work has been completed.

The skewbacks of arches to be measured as plain-faced work. All projecting edges, arrises, weatherings, or marginal surfaces, should be measured as surface-work. No trade allowances, local or customary rules, or technical measurement admitted.

SEC. 12. All breakages, cracks, settlements, defects or other damage must be made good by the contractor without further charge. The contractor must at his own cost sufficiently protect all those portions of the work exposed to injury, such as carvings, gargoyles, bosses, angles, mouldings, &c., and all damages will be at his risk, whether they arise from the prosecution of the works, by accident or carelessness of workmen, or from other causes.

The rule adopted for measuring "Carvings" has been the superficial foot obtained by girthing the horizontal and vertical face.

Note.—Damages to the works, from whatever cause arising, is provided for in the original printed Contract Specification—Page 14.—F. P. R.

SEC. 13.—The schedule prices for stone, stone-cutting or dressing, and masonry work generally, cover and are to be taken in full satisfaction for all scaffolding, derricks, cranes, hoisting machinery and tackling, tools, implements, labor, setting, haulage and workmanship, grinding and sharpening tools; all mortar, grouting, putty, pointing and cleaning-down work, for sheet-lead in joints of cut stone works (Note.—To this I take exception, "holding it should be paid for specially."—F. P. R.) saving and excepting where a distinct price for any of these items is given in the Schedule; and also includes the cost and providing of templets, trammels, moulds, models, samples, drawing-boards and other appliances requisite for setting out the work, and for its full and perfect completion, and also for the taking down, clearing away and removal of all scaffolding, lumber, spauls, rubbish, waste or surplus material, &c., &c.

SEC. 14.—The item for dressing and cleaning down cut-stone work is to cover and satisfy all cost or claim for fully and perfectly cleaning down, rubbing, paring

or bringing to a fair and uniform surface, all the cut, rubbed, or polished stone or marble work over: the entire structure to which the schedule applies, and all the cut stone and marble work must, for the consideration named be left perfectly clean, polished, even and true, and of the best workmanship, to the satisfaction of the Commissioner of Public Works, the Architect or other officer in charge, whose duty it may be to receive the work.

SEC. 15.—The prices for stone steps, balusters, caps, bases, and the like, are to include the workmanship necessary for forming the respective pieces of work from the blocks with the cost of all tools, moulds, and machinery, and also of the work requisite for fitting and fixing them in their respective places in the work, leaving each piece finished and perfect. The cubic contents of the stone, blocks from which they are wrought will be valued 67, 80, and paid for under the schedules for the respective descriptions of stone, 82, to 86 inclusive inclusive of all mitres, checks, groves, housings, keys, joggles, dowels, 97, 345, 355, 356. cramps, and the like.

SEC. 16.—Brick work will be estimated and allowed in the determination of quantities at twenty bricks to the standard foot. In measuring this work the actual 50, 334. number of superficial feet on the surface of the wall, after deducting all 485 486. openings, will be taken as one dimension, and for the thickness, one brick and a half brick, or in other words, one brick in length by one in breadth, equivalent to one header backed by one stretcher will be taken to represent a standard foot, all other thicknesses will be reduced to that standard. Chimney breasts and smoke flues will be estimated on the same bases, the latter considered as solid work (arched openings deducted to the springing only) so as to determine the actual number of bricks in the work. 52, 53. Arches of brick vaults, for the depth of nine inches in from the soffit, will be allowed one and a half measure, and beyond that net measure. In the brick work of main wall of Library, circular or plain, one and a half measure, or 30 bricks to the standard foot allowed.

In item 53—Brick groining of public entrance, one and a half measure allowed. In 335. item 335, no extra allowance for hollow brick groining in library, the schedule price being regulated therefore.

468. Nine inch brick arches in boiler house are measured per yard, superficial face measure. No extra measurement allowed; the extra value of work being regulated in price allowed.

The schedule price for brick work includes the cost of all scaffolding and hoisting apparatus, the soaking of bricks in water previous to laying, implements, tools and machinery necessary for its execution, and also, all mortar, grouting, pargetting, cleaning—Item 487. down, or other service necessary for its full completion. Item 487 specially provides for pointing brick work in boiler house.

51, 54, 336. SEC. 17. In these, and all similar items, actual and exact net measurements will be taken for calculating quantities; and no trade, local custom, or other technical allowance, will be admitted.

SEC. 18. In the measurement of timber, plank, boards, or other lumber, for which a price is allowed per thousand feet superficial or board measure, and which is signified in the schedule by the initial letters "F. B. M.," it is to be understood that the exact dimensions of the material, as required by the drawings or specifications, or as authorized by competent authority, to wit: the Commissioner, his architects, or officer in charge, are to be taken; that all timber is to be reduced to what is commonly known as "board measure," that is to say, one inch in thickness, unless otherwise specially mentioned and provided for 114 to 117, inclusive in the schedules as cubic measure; and that all planks, joists, rafters, 125, 126, 154, 374, wall-plates, bond-timbers, deals, and scantlings whatsoever, having a 376, 377. greater thickness than one inch, unless specially mentioned and excepted as aforesaid, are to be similarly reduced, where the price is stated, as in the items referred to in margin. The rate or price given is to be understood as so much per thousand superficial feet, board measure, delivered on the ground, and placed and secured in the works; and further, to include all workmanship, spikes, nails, fastenings, tools, hoisting, and other service necessary for full completion.

SEC. 19.—The superficies or area of centring is to be understood as the area of the 117, 112, 370, 371, soffit only, measured from one to the opposite skewback, multiplied by the 505, 534 length, where lineal feet of ribbed centring are given, the measurement is to be taken over the curve from one springing of the arch to the other.

First Series:
113, 115, 501.
Items 113, 366.

Second Series:
113, 375,
included.
381, 382, 385, 502,
503, 127, 131 to
133 inclusive.
136 to 140 do.
144, 410, 411, 146,
to 148 inclusive.
161, 172 to 180
inclusive.
196, 197, 202 to
207 inclusive.
301, to 305
inclusive.

212 390, 394, 395,
399, 400, 401, 415,
416, 461, 462, 511,
512, 513.
118, 119, 120, 128,
130, 134, 135, 141,
239, 240, 241, 372,
378, 379, 380, 386,
387, 413, 414, 428,
429, 433, 504.

*239, *240, *428.

142, 143, 190, 191,
192, 193, 407, 408,
409.

taking the actual length for the other.

SEC. 24. *Panel work* of all kinds, *whether plain, flush, sunk, or raised*, is to be measured as if it were one plane surface, the dimensions being governed by the space it occupies or fills, without reference to thickness or the girth of the mouldings or raised surfaces; and, unless where a specific price is named in the schedule for any additional ornament or moulding, the price given is to cover all mouldings, piercings, or other ornaments, together

with all material, labor, screws, nails, glue, fastenings, scaffolding, tools and other appliances necessary for fully fitting, fixing and completing all such *panelled work*.

No trade allowance, *local rule*, or technical measurement will be allowed for circular work or other unusual forms, *arches, guarded doors, windows, and the extreme dimensions will be taken as if they were square*.

129, 149, 150, 151,
152, 153, 156, 159,
160, 162, 163, 195,
201, 208, 209, 211,
255, 359, 360, 381,
388, 389, 391, 393,
404, 405, 406, 438,
489, 507, 533.

183, 184, 185, 186,
187, 188, 402, 403,
508, 509

SEC. 25. When, as in the items referred to in the margin, the price is so much per superficial foot of a stated thickness, the surface for measurement is to be taken as that which is visible after the completion of the work.

SEC. 26. Prices per superficial foot of window frames including sash and blinds, *ventilating pane, &c.*, are to cover all work and material requisite for the full completion of the window; and the quantity will be determined by the measurement of the extreme height and breadth of the frame *taken from out to out of casings*, and only one side measured.

The quantity of sheet metal when to be paid for by the *square*, square foot, or other superficial area, will be determined by the measurement of the exact size required for the work, and the price is to be understood as including all nails, or other fastenings, and all scaffolding, *ladders*, and appliances requisite for fitting and securing it in its position. *Solder is separately returned in schedule D,*

at 50 cents per lb.

SEC. 27. The quantities of plastering will in all cases be estimated by the exact actual

SEC. 20.—For wrought slate, the dimensions will be taken of the finished work, and the price includes all material, tools, hoisting and appliances requisite for fitting, fixing and finishing. *Block slate dimensions taken to finished size.*

SEC. 21.—In all cases where a price is given for *lineal measure*, the actual length of the finished work is to be understood as the quantity to be paid for. Where a price per lineal foot for door, window, or other frames is given, one measurement shall include all the members which constitute the frame, one measurement shall include all mouldings or members which constitute an architrave, except where an enriched moulding is especially provided for by a specific price, and so also shall one measurement include all the members, mouldings, or otherwise, which form a skirting, and in all such cases the prices given in the Schedule are to be accepted as covering the cost of fitting, scribing, fixing and finishing in the building, with the cost of labor, nails, fastenings, materials, tools and other appliances requisite for the full completion of the work. No technical or trade allowances, *local or customary rates* for carved, circular, or similar work will be allowed, *other than such as are specified in the Schedule.*

SEC. 22. The *square* is to be understood as 100 superficial feet, without reference to thickness, and the measurements for estimating the quantities under these items are to be the finished dimensions of the work. The prices include all nails, fastenings, labor, materials, hoisting, scaffolding, and other appliances requisite for fitting, fixing, and completing the work. *In slating, in addition to the net measure, 20 cents per lineal foot to be allowed for cutting hips and valleys.*

SEC. 23. Mouldings, architraves, and similar works, for which a price per superficial foot is allowed, are to be measured by girthing the finished surface visible after the completion of the work for one dimension, and

dimensions covered; including recesses, breaks, window jambs, soffits, &c., and all openings will be deducted. The schedule prices cover lathing, nailing, scaffolding, and all material labor, and other service requisite for the due completion of the work. *All lime, mortar and plaster marks on floors, glass or wood-work to be entirely removed. Quirls, arrisses, and beads, where requisite, included in the foregoing measurements.*

SEC. 28. In the lineal measurement of cornices, cement-skirtings, and the like, one measurement includes all the members thereof within the girth specified, and the price includes the provision and preparation of all gauges, moulds, *splice and hemp fastenings*, tools, scaffolding, and all other things requisite for the full and perfect completion of the work.

Where more than four mitres occur in any one room, at the angles of the ceiling, each extra angle shall be charged at the price per foot run, extra of the cornice. Brackets specially mentioned in schedule at the superficial foot.

SEC. 29. All metals paid for by weight will be estimated by English avoirdupois weight, viz, 112 lbs. to the cwt., and 20 cwt., or 2240 lbs. to the ton.

The schedule prices are to cover all labor, nails, wall-hooks, hold-fasts, fastenings, welding, soldering, *lapping and joining*, scaffolding, ladders, tools, *hoisting-machinery*, and other appliances necessary for the full and due completion of this part of the work, and the weight allowed will only be that which is required for the finished work. No surplus metal will be paid for, and all works of metal, either cast or wrought, to be weighed previously to being fixed in work.

SEC. 30. Every article, pair, set, number, or piece of work, for which a stated sum is allowed in the schedule must be supplied, fitted, fixed and completed in work for the sum named, unless where a schedule price is elsewhere given for the performance of some service or supply of some material requisite for the completion thereof; and the schedule price is to cover all costs and charges incident or necessary to the full and perfect completion of such work, inclusive of all nails, brads, screws or other fastenings.

SEC. 31. All oiling, priming, sizing, painting, bronzing, graining, marbling, varnishing, white-washing, and similar service, is to be paid for by the measurement of the actual surface covered, and the price named is for the work finished with the full number of coats required, over and above the usual and necessary knotting, stopping and pumicing all works of painting, which are also to be included as called for by the architects, or specifications, as well as embracing all tools, scaffolding, material, labor, ladders, platforms, or other appliances requisite for the due performance of the work. No trade or technical measurements will be admitted, nor will any lineal measurements be allowed, except where prices are specially given therefor.

Note 1.—All white lead and linseed oil composing any tint or color for oil painting must be of the best quality, and be submitted for approval.

Note 2.—The foregoing clause, SEC. 31, applies properly to all plane or projecting surfaces; but for broken surface, such as scroll or ornamental iron works, pierced or open cresting, stair balusters, &c.; unless these works are specially provided for in the schedules, it were unreasonable and contrary to practise to class such as ordinary plain painting of the actual surface covered.

These broken superficies should, on the contrary, be taken and measured as unbroken lengths and breadths or two faces, and schedule price for plain work.

282, 455. Gilding to be measured per square inch of actual surface covered, as per Schedule.

The measurement of glass will be computed from the actual size when in the finished work, including all bedding, back-puttying, bradding, and cleaning off on delivery over the completed works; and all breakage or damage which may occur prior to the full completion of the contract from whatsoever cause arising, will be at the risk of the contractors

who must make them good, without extra cost to the department. *Circular headed lights to be measured, and square headed lights in boiler house to be taken by number as in Schedule. For diapered glass, the extreme length and breadth of each compartment in the window to be taken for the dimensions.*

General.

SEC. 32. Should any items occur in the schedule which are not explained by the specifications, and about which differences may arise between the contractors and the Commissioner, the architects or others appointed to measure and estimate the value of the work, the interpretation of such items, and the mode of measurement to be adopted, shall be referred to ———, whose decision shall be final and conclusive.

Note.—To this clause, I take exception, as throwing open a wide field for future difficulty and dispute. The contractors would, most likely, accept the alternative of a reference against any decision of the department officers, which reference moreover, would be an expensive process. I suggest, to meet any difficulty of the kind, that the "Measurers" obtain workmen's time occupied upon any such disputed item, and also the cost of the material employed, adding a reasonable profit to the contractor, as data whereby to fix and determine the value of unenumerated items.—F. P. R.

SEC. 33. No allowances will in any case be made for waste of material in any of the trades, and all measurements will be taken at the actual and exposed sizes required for the finished work, and it is to be strictly understood that the prices are in each and every case to be interpreted as including the providing of all plans, tacking, hoisting machinery, ladders, scaffolding, and other means of carrying on extensive building operations, as also to include the cost of all material, artificier's work, labor, tools, and implements, transport, templets, moulds, models, samples, fastenings, setting out of work, as well as the full co-operation with, and assistance to the contractor for the heating and ventilating works and apparatus, to the full extent of all clauses in the former and present contracts and specifications, and every possible contingency that may arise or become necessary for the due, full and satisfactory completion of the entire work in the style, quality and manner shown in the original drawings and details, and as provided for by the specifications as well as by the drawings and specification since prepared by the architects for the boiler house and main ventilating shaft.

And that every matter and thing appertaining to, or necessary for the full and perfect completion of the class or description of work for which the several prices are given, and for fitting and finishing it in its place, is and are to be provided and furnished by the contractor or contractors for the prices named in the schedules, even should the particular mention thereof be omitted from these specifications.

And it is to be further clearly and distinctly understood that no trade or technical measurements or allowances will be sanctioned or permitted in measuring up any portions of the work.

[NOTE.—This is an unnecessary repetition having been insisted on previously.—F. P. R.]

SEC. 34. The Commissioner reserves the right to change, increase or diminish all or any of the works embraced in the schedules attached to these specifications and herein referred to, and also to delay or altogether relinquish any portion of the said works, (a repetition is here unnecessary—F. P. R.) and the contractors shall not thereby acquire any claim or right to compensation or damages on account of such increase or diminution, or relinquishment beyond payment according to the value estimated by the schedule prices, for the work actually performed, or partially performed, and materials delivered, or in course of delivery, under specific written instructions from the Commissioner or other officer of the Department duly authorized; nor shall any increase or change in the works in any way affect the contracts, either as to price, or the period within which they are to be completed.

[NOTE.—This last provision seems to be fully met in original contract (printed copy) for Parliament Buildings, page 11, clause 4, which original contract clauses are to be embodied in the new contract.]

SEC. 35. The Commissioner by himself, or duly authorized officer, will direct, from time to time, what portions of the work are to be proceeded with, and such portions only are to be carried on.—(This is previously specified in the latter part of paragraph C, before particularized—F. P. R.)

Nor shall any material be ordered or delivered by the contractor for any portions of the work beyond those so authorized.

And if the contractor order or deliver any material, wrought or unwrought, machinery or plant, beyond what is required for the execution of those portions of the work authorized by the Commissioner, such labor, material, tools, or machinery, will not be taken into account in any settlement that may be made.

SEC. 36.—No extra work or works additional to the plans and specifications, shall be done, without the written order or instructions of the Commissioner, and should any such additional works be done or undertaken without such written authority they will not be measured, allowed, or paid for.

NOTE.—*All this is fully provided for in printed contract, page 12, last part of clause 4.—F. P. R.*

SEC. 37.—*Bell-hanging shall include all tin tubing, copper wire, cranks, pulls, staples, piercing walls, ceilings, or making good the same, boxing in, grooving walls where required, with everything necessary for full completion. "Pulls" of not less value than 75 cents each, included in the schedule price per bell.*

The foregoing, so far as applies to those portions of the paragraphs [printed in Roman letters], terminates the "addenda" or new clauses, proposed to form part of the previous specifications, and to govern measurements under the new contract—the same being

(Signed,) D. STARK.

In continuation of my remarks both of Revision and Report on document No. 63,446, I have felt compelled to amplify, extend, and in some particulars, to object to portions of the clauses recommended for the reasons therein set forth, and as not being sufficiently explicit or comprehensive of the many difficulties likely to arise on the Commissioner entering into new covenants and engagements with the same parties as contractors for the "Ottawa Public Buildings."

How far my suggestions, objections or vindications (written so short a time for fully considering the subject) may have met and anticipated the difficulties of the case, I must respectfully submit to the Honorable the Commissioner.

It appears to me that merely to append the proposed clauses of the document No. 63,446, signed D. Stark, to any new contract with Messrs. McGreevy and Jones, Haycock and Company, in its present shape, would be very far from satisfying all the complicated and conflicting circumstances which would probably grow out of these parties re-entering upon the works under such provisions.

Certainly I cannot but say that the many errors and confusion apparent in the printed Schedules of the Ottawa Commissioners of Inquiry as shown in the numerous corrections, D. E. F., of those schedules (which, moreover, do not cover all that exist) as transmitted to the Department only on the 12th instant, under document No. 63,472, present very serious difficulties to be explained satisfactorily to the Government and the contractors, that is to say, that the quantities and rates, as well as totals, for future works of completion should be well considered and revised before any schedules, printed or manuscript, are made to form a part of the new contract. I do not question, after so much labor, skill and cost, but that they—that is, the originals—have been correctly obtained, or nearly so; but the schedules or copies to be attached to this new contract, should be well examined by the Measurers themselves, and to facilitate this object in part so far as the Parliament Buildings are concerned (which latter, moreover, in the numbered items of the margin are above referred to me for report and revision), I have asked for the assistance of Mr. Bowes, the Measurer of the Parliament Buildings.

Many legal points, as well as architectural questions, are, no doubt, involved in this resumption of the work, which it were desirable at the outset to arrange and adjust, the former of which, applicable to the peculiar position of these "Ottawa Buildings," and the contractors therefor, will unquestionably engage the serious attention of the Crown Law Officer. The following clauses, with all deference, I beg to lay before the Honorable the Commissioner, as important considerations for any new contract:—

All external and supplementary works enumerated in schedule letter O,—such as fencing, lodges, gates, planting, finishing up grounds, forming roads, reservoirs, engine-house, coffer dams, drainage into river, gas mains, &c., shall form no part whatever of the present contract, neither shall the Commissioner of Public Works be bound and obliged to

give the contractors for completing the "Ottawa Buildings" such external or other works, should their execution be authorized by and under any future Legislative grant of money for that purpose, to the preference and exclusion of other parties.

The present contract (limited and restricted to future operations) is for the completion of the Ottawa Buildings, both as respects workmanship, labor, advances, or plant, supply of material, day bills, or other expenditure. The measurements, returns, calculations, and quantities of materials in works, placed, deposited, and actually built into and upon the walls, foundations, excavations, ducts, drains, or other portion of the Parliamentary Buildings and Departmental Buildings, so far as they have been ascertained and reported on by the Ottawa Commission of Inquiry and accepted by the Executive Government, shall be, and are hereby held to be, the same as a completed contract for all purposes of re-measurement, and so far as the present new contract is concerned—saving and excepting, however, the covenants, clauses, obligations and specifications of the former contract, being allowed to constitute a part of the present agreement and contract, in conjunction with these "Addenda" and amended clauses and specifications.

All materials on the ground, furnished under the first contract, whether in bulk, in the rough, or prepared, wrought or unwrought, and of which quantities have been truly ascertained, measured up and defined under schedules, letters G and H, for the Parliament Buildings, and of similar materials for the Departmental Buildings, under schedules, letters K and L, respectively; such materials having been delivered and in readiness for the further prosecution and completion of the works, shall be held and taken to be accurately measured, valued and priced, at the quantities and rates set forth in the aforesaid schedules, to the satisfaction of all parties concerned. And, further, that upon any future use of such materials in the actual construction of the buildings, they shall then be returned, valued and set down in any progress estimates, by the measurers, architects, and clerks of works, or other recognized officer of the Commissioner, at the several schedule rates, prices, and amounts for such materials, in favor of the present contractors, who being individually the same persons as the former contractors, have a monied interest and right of property, in the former supply, or settlement for such materials.

Moreover, for the better protection of the interests of the people of Canada in this large expenditure on the "Ottawa Public Buildings," it is hereby stipulated, covenanted, and agreed on mutually, between the Commissioner of Public Works, acting in the name and on behalf of the Crown, and the contractors, the other parties to these presents, that the expenditure shall be limited, restricted and confined to the amounts of the money appropriations for the Ottawa Buildings, provided by the Provincial Legislature, or Governor in Council, under any special order thereof; so, that in any one succeeding year dating from this contract, should the sums of money appropriated for these buildings, and at the command and control of the Commissioner of Public Works for that purpose, be all expended, defrayed and exhausted, and the contractors in consequence thereof, can obtain no further money advances in progress estimates for the prosecution of the works, that is in such case, it is well understood and consented to by the contractors that the works, and progress of building operations as well as the delivery of materials, are to cease and, determine upon due notice thereof being given by the Commissioner to the contractors, fourteen days previous to the suspension of said works, without giving rise or ground for claims to the contractors, as compensation or damages for such suspension, delay, and protraction of the works, until and up to such time as the Executive Government or the Legislature provide further Funds to the Commissioner for the renewal and completion of the works.

It is, however, to be distinctly understood that the protection and care of the works and charge of the Buildings shall remain in the hands of the contractors during the interval between such suspension and renewal of building operations. But the contractors shall be released from any and all fines, forfeitures, and payments to the Commissioner for the non-fulfilment of their contract within the specified time, arising out of such suspension and delay, and for which payments they may be liable as damages, under any previous or existing clause of this or any former contract.

Furthermore, in the event of any such suspension, from the want of funds at the control of the Commissioner to carry on the buildings without delay, it shall be the duty and part of the Commissioner of Public Works to insure, and keep insured, against loss by fire, all the buildings lumber, and materials, prepared, or in the rough, upon the ground, or stored within

any shed, workshop or hangard on the premises, during such interval of suspension, and no longer, at the cost of the Province.

The contractors, before signing these presents, as also the Commissioner of Public Works, have had full cognizance, knowledge, and understanding of any and every of these clauses, stipulations and covenants, having read the same, and hereby consent and assent thereto as binding or obligatory in every particular on both parties to the contract, and as required for the carrying on and completing the buildings and works embraced in this contract. I have only further to observe, in conclusion, that the CORRECTIONS of the printed schedules returned by Mr. Starke, No. 63,472, extend merely to Schedules lettered D, E, F. Those of G, H, K, and L, would require to undergo similar revision as doubtless full of typographical and arithmetical errors.

The items in schedule E and F, as numbered in the printed margins, for completion No. 63,446. of the Departmental Buildings, have not been alluded to and embraced in Mr. Starke's report. If the modes of measurement by which Messrs. Hutchison and Pattison E and F. obtained the quantities which appear in the schedules of the Ottawa Commissioners, differ from those adopted by Messrs. Bowes and Gundry for the Parliamentary Buildings, the amended clauses submitted as governing measurements will not apply to similar works under both contracts, but the items numbered in E and F will have to undergo special revision as in schedule D, with the above-named measures for the Departmental Buildings.

The printed specifications attached to the former contract for Parliament Buildings and Departmental Buildings, will require careful revision—some parts having to be struck out as dispensed with, or useless; others added to, or amended.

The specification prepared for the new boiler house should be appended and form part of this new contract, with the plans likewise prepared therefor.

All of which is respectfully submitted.

F. P. RUBIDGE, A.E.P.W.

[Copy of 44,639.—Telegram.]

DEPARTMENT OF PUBLIC WORKS,
Quebec, 14th March, 1863.

John Bowes, Ottawa.

Come to Quebec by first train; bring all your papers.

(Signed,) T. TRUDEAU.

[Copy of 63,512.]

OFFICE OF PUBLIC WORKS,
Quebec, 16th March, 1863.

T. Trudeau, Esq., Secretary.

SIR,—As involving a very important question with reference to the carrying on future works for the completion of the Ottawa Buildings now under consideration, I wish to ascertain whether any new propositions made to the former contractors, include the materials in rough or prepared, already on the ground, as measured and returned in Schedules G, H, and K, L.

I have therefore to request a copy of the letter sent to each of the contractors in order to embrace the subject now in my hands for revision and report.

I have the honor to be, sir,

Your obedient servant,

(Signed,) F. P. RUBIDGE,
A. E., P. W.

[Copy of 44,665.]

DEPARTMENT OF PUBLIC WORKS,
Quebec, 17th March, 1863.

SIR,—In compliance with the request contained in your letter of the 16th instant, I have the honor to enclose you herewith copies of the letters written to the contractors for

the construction of the Public Buildings at Ottawa, on the 10th, 16th and 21st ultimo, relative to the new contract to be entered into for the completion of these buildings.

I have the honor to be, sir,

Your obedient servant,

(Signed,) T. TRUDEAU,
Secretary.

F. P. Rubidge, Esq.,
Asst. Engineer P. Works,
Quebec.

[Copy of No. 63,594.]

Hon. Mr. Tessier :

I have left the whole of the original documents, bearing on the Commission, with Mr. Trudeau, and meet Mr. Baillargé between nine and ten a. m., to-morrow.

At what hour shall I wait upon you ?

(Signed,) D. STARKE.

[Copy of No. 63,625.]

OFFICE OF PUBLIC WORKS,
Quebec, March 24th, 1863.

T. Trudeau, Esq., Secretary.

SIR,—Since I had the honor of laying before the Commissioner of Public Works a No. 63,446 revision of certain proposed new clauses to form part of the specification for the completion of the Ottawa Buildings, I have had occasion, in conjunction with Mr. Bowes, to discover other clauses applicable to the proper execution of future works, as well as a right understanding of the schedule regulating payments for the same, which I beg to submit in a supplementary report, for the consideration of the Honorable the Commissioner, as follows :—

Description of work, service or material, relating to the completion of the Parliament Buildings, for which the Ottawa Commission of Inquiry have fixed or returned no special price.

Labor, in setting marble, already prepared, including all requisite material for setting sheet lead to beds, pointing, &c., 20 cents per foot cubic.

Labor, in polishing marble partly prepared, including all sand, water, polishing putty or other requirements, 21 cents per foot superficial.

Labor, in setting Ohio stone columns and arches in arcades, including all mortar, pointing, &c., 10 cents per foot cubic.

Labor, in setting stone steps and landings of stairs throughout the building, including all cutting and pinning in brick work, and material for setting, viz :—
10 cents per foot *lineal* for steps.

8 cents per foot *superficial* for landings.

Labor and material for putting together, or finishing the several descriptions of joiner's work partially prepared, namely : the casement windows of the exterior [excepting the court yards] as wedging-up, cleaning off, fitting and hanging doors, sashes, &c., preparatory to fixing, including the latter, and part of which description of joiner's work is different from that described in the estimate of the Commission of Inquiry for completing works.

The works differing in their *actual construction* from what are described and estimated in schedule D, item No. 183, and being more or less advanced in progress, the cost of finishing and fixing the same, to be ascertained and determined by *time work* of artificers, specially employed thereupon.

The uncovering of the board-protection of all the walls and works generally, to be carefully done by the contractor or contractors, and the material to be stocked and piled where directed, to remain the property of the Department of Public Works, available for future protection of the buildings, or disposable for other works, at the pleasure of the Commissioner.

The labor, cartage, &c., necessary therefor, to be paid at day's wages and rates, as per schedule annexed.

When manifest circumstances in the valuation of the work under any schedule of the Ottawa Commissioners are found to exist, as exemplified in Items No. 111, 113 and 120 in Schedule G, relative to doors—the fair adjustment of the proper proportionate value of all such work shall be with the Commissioner of Public Works, the architect and officer in charge, provided that no schedule rate for such description of work is elsewhere given, or disposes of the same.

Where inconsistencies exist in the Schedule G, as to the valuation of materials prepared, and also in Schedule D, for the same materials, complete in the work, as exemplified in items Nos. 396 and 397 in Schedule D, and the corresponding class of work in Schedule G, as in items Nos. 111, 113 and 120. The value fixed in *Schedule D* shall be considered the *final* and *governing ones* for completed works, and the architects and officer in charge shall regulate and proportion the value in schedule G, in accordance therewith. See, also, item No. 182, schedule D, and the corresponding item in schedule G, No. 205, relative to dormer windows.

The foregoing applicable to Parliament Buildings.

Rates of Wages adopted for Ten Hours, Labor, and proportionately for any less time—either in summer or winter—including Contractor's profit.

No extra pay allowed to Contractor's Foreman.

Joiners.....	wages per day.....	\$1 89
Carpenters.....	do.....	1 89
Apprentices.....	do.....	1 00
Bricklayers.....	do.....	2 25
Stone-masons.....	do.....	2 25
Stone-cutters.....	do.....	2 25
Plasterers.....	do.....	2 00
Laborers, attending all trades.....		1 10
Slaters.....	do.....	2 25
Stone-carvers.....	do.....	3 00
Wood-carvers.....	do.....	3 00
Painters and Glaziers.....	do.....	1 89
Tinners.....	do.....	2 00
Blacksmiths.....	do.....	2 00
Whitesmith and Locksmith.....	do.....	2 25
Plumbers.....	do.....	2 25
Helper to Plumber or Smith.....	do.....	1 25
Bell-hanger.....	do.....	2 25
Gas Fitter.....	do.....	2 25
Sawyers.....	do.....	1 89
Quarry Men.....	do.....	1 20
Marble Polisher.....	do.....	1 25
Cart, horse and driver.....	do.....	2 00
Double team and driver.....	do.....	3 00

List of Items not enumerated or provided for, and the cost of which, twenty per cent., has been added for Contractor's profit.—All the articles are to be of the very best description.

12-inch wrought iron spring bolts.....	\$
9-inch brass flush bolts (heavy).....	0.48 each
12-inch brass flush bolts [heavy].....	1.20 "
6-inch brass door or window handles [strong].....	0.24 "
5-inch brass cabinet hooks and eyes [strong].....	0.30 "
Patent brass sash fasteners, best description.....	0.25 "
2-inch iron axle pullies.....	0.18 "
2-inch brass axle pullies.....	0.25 "

Brass hat hooks [strong], 7-inch.....	0.30	each.
Brass hat and coat hooks [strong], 7-inch.....	0.43	"
Heavy brass thumb-latch.....	1.50	"
Cast iron sash weights.....	0.04	per lb
Best patent sash cord, No. 5, per gross yards.....	2.80	per gr's.
Nos. 5 to 11 } $\frac{1}{4}$ and $\frac{3}{8}$ iron screws, mean size.....	0.30	"
" 9 to 12 } 1-inch " ".....	0.38	"
" 10 to 15 } 1 $\frac{1}{4}$ -inch " ".....	0.58	"
" 10 to 15 } 1 $\frac{3}{8}$ -inch " ".....	0.63	"
" 10 to 15 } 1 $\frac{1}{2}$ -inch " ".....	0.68	"
" 10 to 16 } 2-inch " ".....	0.80	"
" 12 to 17 } 2 $\frac{1}{2}$ -inch " ".....	1.08	"
" 12 to 20 } 3-inch " ".....	1.27	"
Brass screws, $\frac{1}{4}$ -inch.....	0.18	per doz.
" 1-inch.....	0.10	"
" 1 $\frac{1}{2}$ -inch.....	0.06	"
Brass butt hinges, 2 $\frac{1}{2}$ -inch (medium).....	0.16	per pair.
" " 3-inch (heavy).....	0.50	"
" " 4-inch (heavy).....	1.20	"
Cut nails, assorted sizes.....	0.04	per lb.
Cut brads, from $\frac{1}{4}$ to 2-inch [mean].....	0.23	per M.
Wrought nails, assorted sizes, 1 $\frac{1}{2}$ -inch to 4-inch.....	0.11	per lb.
Wrought spikes.....	0.09	"
Copper nails.....	0.72	"
Sheet copper.....	0.44	"
White lead [in oil].....	0.12 $\frac{1}{2}$	"
Boiled linseed oil.....	1.40	per gallon.
Raw linseed oil.....	1.20	"
Lamp black.....	0.12 $\frac{1}{2}$	per lb.
Glue, best clarified.....	0.25	"
Sand paper.....	0.30	per quire.
Bar iron, assorted sizes [112 lb].....	4.00	per cwt.
Cast steel.....	0.22	per lb.
Borax.....	0.33	"
Litharge.....	0.13	"

I have the honor to be, Sir,

Your obedient Servant,

(Signed,) F. P. RUBIDGE,

A. E., P. W.

(Copy of No. 63,701.)

OFFICE OF PUBLIC WORKS,

Quebec, March 31st, 1863.

T. Trudeau, Esq., Secretary.

SIR,—As requested by the Honorable the Commissioner, I have, for his information, in conjunction with Mr. Pattison, the Measurer for the Departmental Buildings, who assisted the Gentlemen appointed by the Ottawa Commission of Inquiry in measuring up the Works of completion, gone over the proposed clauses and *Addenda* to the specification and new contract for the Departmental Buildings, with the view and intent of making the modes of measurement established by the aforesaid Commission of Inquiry, applicable hereafter to the schedule rates and quantities adopted and reported on by them as necessary to complete the Buildings.

The clauses are, for the most part, a repetition of those referred to in my previous Report, of March 17th, 1863, on the Parliament Buildings, as sent in by Mr. Stark and amended or added to upon being referred to the undersigned.

I have the honor to be, sir,

Your obedient servant,

(Signed,) F. P. RUBIDGE,

A. E., P. W.

In the following paragraphs, the marginal figures refer to the items in the printed schedules of prices, E and F, for works to complete the Departmental Buildings, Eastern and Western blocks, according to those schedules accompanying the Report of the Ottawa Commission of Enquiry.

Items Nos. E. 1, 2, 3. SEC. 1. The price allowed for excavation or filling includes the one movement only of the earth, clay, gravel, rock, or other materials, and placing and levelling if were required on the grounds.

F. 2, 3, 4, 6, 7, 13. The earth, rock, &c., will in all cases be measured in excavation, and no re-measurement in filling will be allowed.

[NOTE.—This clause having reference to the deposit and levelling all excavated material where required on the grounds, to be restricted to 500 feet from the place of excavation.]

E. 5. Where filling in trenches, or otherwise, is taken from any spoil bank on the ground, a price will be allowed as in the schedule—to include all ramming, loading, cartage and other service.

E. 1, 2, 3. SEC. 2. The price for digging drains and air-ducts, covers all labor, transport, tools and implements, and other appliances necessary for its due completion; also the removal and pumping of water, shoring-up where necessary, &c.

SEC. 3. No extra allowance will be made for the removal of rubbish, outside the buildings, created by the carrying on any of the works or trades—the Contractors will perform that service, but the cost thereof is included in the schedule price of the respective works. Removal of rubbish *within* the walls of the buildings, paid for as per schedule items.

SEC. 4. The schedule prices for drain pipes, bends, sockets, &c., include the cost and delivery of pipes, sockets, junctions, bends, cement, pugging and laying, with all labor, tools and appliances necessary thereto.

E. 9, 10, 11, 12. No allowance will be made for breakages, or for the removal of defective material, should any be discovered, and only the number of lineal yards of straight pipe actually in the finished work will be allowed, and the number of bends, junctions and traps, will be taken separately, at schedule rates.

E. 43, 44, 45, 46. SEC. 5. The quantity of concrete will be estimated in all cases from the actual net dimensions of the finished work, and the schedule prices cover all labor, transport, tools, materials, and other appliances, requisite for placing it there.

E. 7. F. 14. Dry rubbish in basement, bedded, pounded and ground as per schedule rate.

SEC. 6. Pugging not applicable to Departmental Buildings.

E; 31, 33, to 42, inclusive. SEC. 7. Rubble stone work will be measured at the actual contents of all piers, walls, projections, &c., in the buildings or other works, taken at the actual thickness of the finished works. All cut stone dressings, quoins, cornices, relieving arches, and facings generally, will be measured in, and no deductions for openings will be made.

In measuring rubble in ducts, drains, or ventilating shafts, the whole of the area or void space will be deducted.

[NOTE. The datum line for measuring masonry by sectional heights in Towers shall be taken to be the general line of caves for the main portion of the building, about 35 feet 7 inches above the finished ground floor line.]

SEC. 8. The toise of masonry will in all cases be measured in work at 54 cubic feet or two cubic yards, English measure.

The quarry toise of material delivered will be the usual measurement of 216 cubic feet, English measure.

E. 39, 90, 91. SEC. 9. Quantities of facings, whether of Nepean or Potsdam sandstone, relieving arches, Mosaic or parti-colored filling in over window or door openings, or pointing with dark mortar, will be calculated as the net surface, exclusive of the cut stone dressings, ornamental carvings, or other surroundings.

E. 61, 71, 81, 95. SEC. 10. The measurements of the cubical contents of all stone for cutting will be based upon the extreme dimensions actually required for forming the finished stone, and no waste or surplus size will be allowed.

For Ohio stone delivered, the stone is to be measured in the rough block, and the schedule rate per cubic foot allowed as in item 25. Schedule K, and item 5, Schedule L, K 25, L 5. annexed to the report of the Ottawa Commission of Inquiry.

E. 47, 48, 57, 59, 62 to 69 inclusive. Sec. 11. The surface work only of the finished stone, exclusive of all beds and joints, will be measured.

73 to 79 inclusive. It is to be understood that the surface work implies only that portion of the work which will be exposed to view when the stone is finished and in its place, and the surrounding work in masonry or brick work has been completed. All projecting edges, arrises, weatherings, or marginal surfaces should be measured as surface work. Skew-backs of arches to drains and air-ducts to be measured as plain faced work. No trade allowances, local or customary rules, or technical measurement will be admitted.

82 to 88 inclusive. All stone flagging, paving, landings, templets, hearths, or similar works, to be measured as net dimensions in the work, except otherwise provided for in the Schedules, or the rates mentioned therein, including all transport, hoisting, labor, setting materials, painting joints, cleaning off, &c.

96, 97, 98. The floor of Gallery to Main Tower, Eastern Block, to be measured to the extent of stone flagging bedded into walls, in addition to the above.

F. 24, 25, 35. Sec. 12. All breakages, cracks, settlements, defects, or other damage or detriment must be made good by the contractors without further charges. The contractors must at their own cost sufficiently protect all those portions of the work exposed to injury, such as carvings, gargoyles, bosses, angles, mouldings, &c., and all damages will be at their own risk, whether they arise from the prosecution of the work by accident, or carelessness of workmen or from any other cause. The valuation of carvings to complete buildings shall be governed by the annexed sheet, being detail of items, numbers 70 and 80, and Schedule E, and 54 in Schedule F.

E. 58. Sec. 13.—The Schedule of prices for stone, stone cutting or dressing, and masonry generally when in work, cover and are to be taken in full satisfaction for all scaffolding, derricks, cranes, hoisting machinery and tackling, tools, implements, labour, setting, haulage and workmanship, grinding and sharpening tools, all mortar grouting, putty, painting and cleaning down inside work, &c., excepting where a distinct price for any of these items is given in the schedule; and also includes the cost and providing of all templets, trammels, moulds, models, samples, drawing boards, and other appliances requisite for setting out the work, and for its full and perfect completion, and also for the taking down, clearing-away and removal of all scaffolding, lumber, spauls, rubbish, waste, or surplus material, &c.

F. 66. Sec. 14.—The items for dressing and cleaning down cut stone work is to cover and satisfy all cost or claim for fully and perfectly painting, cleaning down, rubbing, paring, or bringing to a fair and uniform surface all the cut and rubbed stone work, over the entire surface of both buildings, to which the schedules apply. And all the cut-stone work must for the consideration named be left perfectly clean and of the best workmanship to the satisfaction of the Commissioner of Public Works, the Architects, or other officer in charge, whose duty it will be to receive the work for the Commissioner.

Sec. 15.—Not required for Departmental Buildings.

E. 18, 19, 23, 21, 28. Sec. 16.—Brickwork will be estimated and allowed in the determination of quantities at twenty bricks to the standard foot, in measuring this work the actual number of superficial feet on the surface of the wall, after deducting all openings, will be taken as one dimension, and for the thickness, one brick and a half brick; or, in other words, one brick in length by one in breadth, (equivalent to one header backed by one stretcher) will be taken to represent the total number of standard feet of brickwork.

The arches of brick vaults in basement (western block) to be measured and allowed for at the schedule rate.

E. 29, 97. The circular brick smoke shaft to be taken at the mean circumference between the inner and outer circular forming the thickness of the shaft, multiplied by the total height, and reduced to the standard thickness of a brick and a half to the foot, and rated at the prices in the schedule.

E. 23. Brick work for setting boilers, will be measured as solid work reduced to standard measure, deducting the spaces occupied by boiler and furnace, &c., at the schedule rate.

Chimney breasts and smoke flues will be estimated on the same bases as ordinary brick work. Flues being considered as solid work. Arched openings deducted to the springing only, so as to determine the actual number of bricks in the work.

The schedule price of brickwork includes the cost of all scaffolding and hoisting apparatus, the soaking of bricks in water previous to laying, implements, tools, and machinery, necessary for its execution, and also all mortar, grouting, pargetting, or cleaning down, or other service necessary for its full completion.

SEC. 17. Not applicable to Departmental Buildings.

SEC. 18. In the measurement of timber, plank, boards, and other lumber, for which a price is allowed per thousand feet, superficial or board measure, and which is signified in the schedule by the initial letters B M, it is to be understood that the exact dimensions of the material, as required by the drawings or specifications, or as called for by competent authority, to wit: The Commissioner, his architects or officer in charge, are to be taken; that all timber is to be reduced to what is commonly known as *board measure*, that is to say, one inch in thickness, unless otherwise specially mentioned and provided for in the schedule as cubic measure; and that all planks, joists, rafters, sleepers, wall-plates, bond timbers, deals and scantlings whatever, having a greater thickness than one inch, unless specially mentioned and excepted as aforesaid, are to be similarly reduced.

E. 121, 122. When the price is stated, as in the items referred to in the margin, the
F. 131, 168, rate or price given is to be understood as so much per thousand super-
169, 176. ficial feet, board measure, delivered on the ground, and placed and secured
in the work; and further, to include all workmanship, spikes, nails, fastenings, tools,
hoisting, and other service necessary for full completion.

E. 115, 116, 117] SEC. 19. The superficies or area of centring is to be understood as
and 118. the area of the soffit only, measured from one to the opposite skewback,
multiplied by the length.

F. 167, 171, 172. Where *lineal* feet of ribbed centring are given, the measurement is
to be taken over the curve, from one springing of the arch to the other.

SEC. 20. Does not apply to Departmental Buildings.

E. 101, 108, to 111, inclusive, 116, SEC. 21. In all cases where a price is given for *lineal measure*, the
132, 132 $\frac{1}{2}$, 136, actual length of the finished work is to be understood as the quantity to
137, 143, 151. be paid for.

159, 161, 165, 198, Where a price for lineal foot for door, window, or other frames, is
208, 215. given, one measurement shall include all the members which constitute
F. 116, 118, 119, the frame. One measurement shall include all the mouldings, or mem-
123, 147, 148, bers which constitute an architrave, except where an enriched moulding
159, 162, 173, is specially provided for by a specified price; and so also shall one
177, 179, 190, measurement include all the members, mouldings, or otherwise, which
209, 234. form a skirting; and in all such cases the prices given in the schedule are to be accepted
as covering the cost of fitting, scribing, fixing, and finishing, in the building, with the cost
of all labor, nails, fastenings, materials, tools, and other appliances, requisite for the full
completion of the work. No technical or trade allowances, local or customary rates for
curved, circular, or similar work, will be admitted, other than such as are specified in the
schedule.

E 125, 126, 127, SEC. 22. The square is to be understood as one hundred superficial
129. feet, without reference to thickness, and the measurements for estimat-
E 130, 131, 134, ing the quantities under these items, are to be the finished dimensions
135, 166, 226, of the work. The prices include all nails, fastenings, labor, materials,
227, 228. hoisting, scaffolding, and other appliances, requisite for fitting, fixing,
and completing the work.

F. 126, 129, 130, In slating, items E. 99, F. 89, in addition to the net measure, one
132, 133, 134, 135, foot in width by the length of the eave, is allowed for double thickness.
136, 137, 163, 185.
E. 101, F. 177.

Hips and valleys provided for as in marginal items.

SEC. 23. Does not apply, the work being measured lineal, and otherwise provided for.

SEC. 24.—Panelled and framed joinery of all kinds, whether plain, flush, sunk, or
E. 138, 139, raised, is to be measured as if it were one plane surface, the dimensions being
140, 141, 142, governed by the space it occupies or fills, without reference to the thickness
146.

F. 139 to 145, inclusive. or the girth of the mouldings or raised surfaces; and unless where a specific price is named in the Schedule for any additional ornaments or mouldings, the price given is to cover all mouldings, piercings, or other ornaments, together with all material, labor, screws, nails, glue, fastenings, scaffoldings, tools and other appliances necessary for fully fitting, fixing and completing all such panelled and frame work.

No trade allowances, local rule, or technical measurement will be admitted for circular work, or other unusual forms.

The prices named in schedules are to cover and include butt-hinges, or other plain, strap, or ornamented hinges, locks of suitable kind and quantity, bolts and other furnishings in ironmongery requisite for the proper completion of the work, according to the specification.

E. 101, 105, 112
113, 119, 133, 147, 205.
SEC. 25.—When, as in the items referred to in the margin, the price is so much per superficial foot of a stated thickness, the surface of measurement is to be taken as that which is visible after the completion of the work.

F. 87, 113, 114, 121, 138, 153, 174.
SEC. 26.—Prices for superficial foot of window-frames including sash, ventilating pane, &c., are to cover all work and materials requisite for the full completion of the window, and the quantity will be determined by the measurement of the extreme height and breadth of the frame taken from out to out of casings, and only one side measured; to include all braces, axled pulleys, patent sash-lines, weights, sash-fastenings, and all necessary ironmongery and finishings.

Winter sashes and frames to be measured in the same manner as the foregoing, excepting that the height shall be taken only to the top of the transom-rails.

E. 149.
F. 151.
The quantity of sheet-metal when to be paid for by the square, square-foot or other superficial area, will be determined by the measurement of the exact size required for the work, and the price is to be understood as including all labor, nails, solder, or other fastenings, and all scaffolding, ladders and appliances requisite for fitting and securing it in its position.

E. 102, 103.
F. 111, 112.
SEC. 27.—The quantities of plastering will, in all cases, be estimated by the exact and actual dimensions covered, including recesses, breaks, window-jamb, soffits, and the like, and all openings will be deducted in full. The schedule prices cover all lathing, nailing, scaffolding, and all material, labor and other service requisite for the proper completion of the work. All lime, mortar and plaster marks in floors, glass, or wood-work to be entirely removed. Tanks, arrisses, bends where requisite, to be included with the foregoing measurement.

E. 104, 105, 108, inclusive.
F. 113, to 116, 118, 119, 120, 121, 123, 124.
SEC. 28. In the measurement of cornices, cement skirtings, and the like, as severally defined in the schedules, one measurement includes all the members thereof within the girth specified, and the price includes the provision and preparation of all gauges, moulds, spikes and hemp fastenings, tools, scaffolding, and all other things requisite for the full and perfect completion of the work.

Where more than four mitres occur in any one room at the angles of the ceilings, each extra angle or mitre shall be allowed as one foot in length of the cornice, extra.

E. 164, 167, 176, to 181, inclusive.
SEC. 29. All the metals paid for by weight, will be estimated by English avoirdupois weight, viz: 112 lbs. to the cwt., and 20 cwt., or 2,240 lbs. to the ton.

186 to 197, inclusive.
214, 217, 218.
F. 180 to 184, inclusive.
186, 189, 191, 203, 206, 207, 208.
The schedule prices are to cover all labor, nails, wall-hooks, hold-fasts, fastenings, welding, soldering (excepting, however, *wiped joints*, which are to be paid for at schedule prices), lapping and joining, scaffolding, ladders, tools, hoisting machinery, and other appliances necessary for the full and satisfactory completion of this part of the work; and the weight allowed will be only that which is required for the finished work.

No surplus metal will be paid for; and all works of metal, either cast or wrought, to be weighed previously to being fixed in the work, to the satisfaction of the Commissioner, the Architects, or officer in charge.

E. 92, 93, 94, 152, to 158 inclusive.
SEC. 30. Every article, pair, set, number, or piece of work, for which a stated sum is allowed in the schedule, must be supplied, fitted

160, 162, 163, 168
to 175 inclusive.
199 to 204.
F 106 to 110, do.
154 to 158, do.
160, 161, 164, 165,
175, 187, 198 to
205, inclusive.
210, 216, to 222,
inclusive.

fixed, and completed in the work for the sum named, unless where a schedule price is elsewhere given for the performance of some service, or supply of some material requisite for the completion thereof; and the schedule price is to cover all costs and charges incident or necessary to the full and perfect completion of such work, with the supply of all material, articles, or thing, and labor of every kind necessary.

SEC. 31. All oiling, priming, sizing, painting, bronzing, staining, graining, varnishing, whitewashing, and lime-whiting, or similar service, are to be paid for by the measurement of the actual surface covered; and the price named is for the work finished, with the full number of coats required, over and above the usual and necessary knotting, stopping and pumacing, all work of painting, which are also to be included as called for by the architects or specifications, as well as embracing all tools, scaffolding, material, labor, ladders, platforms, or other appliances requisite for the proper performance of the work.

No trade or technical measurements will be admitted, nor will any lineal measurement be allowed, except where prices are specially given therefor.

[NOTE.—The foregoing clause applies properly to all plane or projecting surfaces, but for broken surface, such as scroll or ornamental iron work, pierced or open cresting, stair balusters, and the like, unless these works are specially provided for in the schedules. All such broken surfaces shall be taken and measured as unbroken lengths and breadths on two faces, at the schedule rates for plain work.]

All white lead and linned oil, composing any tint or color for oil painting, must be of the best quality, and be submitted for approval. In glazed window sashes, painting to be measured over the glass.

The measurement of glass will be computed from the actual size when in the finished work, including all bedding, back-puttying, beading, and cleaning off, on delivering over of the completed works, and all breakage or damage which may occur prior to the full completion of the contract, from whatsoever cause arising, will be at the risk of the contractors, who must make the same good, without extra cost to the department.

Circular, or pointed-headed lights, to be measured as square-headed.

The glazing of all tracery, quatre-foils, trefoils, or other Gothic form, will be measured at the greatest length and width as square surface.

SEC. 32. Should any items occur in the schedules which are not explained by these specifications, and about which differences may arise between the Contractors and the Commissioner, the Architects, or others appointed to measure and estimate the value of the work, the interpretation of such items, and the mode of measurement to be adopted, shall be referred to whose decision shall be final and conclusive.

[NOTE.—To this clause I take exception, as throwing open a wide field for future difficulty and dispute.]

The contractors would most likely accept the alternative of a reference against any decision of the departmental officers, which reference, moreover, would be an expensive process.

I suggest, to meet any difficulty of the kind, that in all cases, so far as practicable, the measurers obtain workmen's time occupied upon such disputed item, and also the cost of the material employed, adding a reasonable profit to the contractor, as data whereby to fix and determine the value of unenumerated or disputed items.

Where any item is mentioned in either one of the schedules E and F, but not in both, and the same character and description of work shall be hereafter required in both buildings, the special rate mentioned for that work in the one schedule shall govern the entire works of the same class in both blocks.

SEC. 33. No allowance will in any case be made for waste of material in any of the trades, and all measurements will be taken at the actual and exposed sizes required for the finished work; and it is strictly to be understood that the prices are in each and every case to be interpreted as including the providing of all plant, tackling, hoisting machinery, ladders, scaffolding and other means of carrying on extensive building operations; as also to include the cost of all material, artificer's work, labor, tools, and implements,

transport, templets, moulds, models, samples, fastenings, setting out of work, as well as the full co-operation with, and assistance to, the contractor for the heating and ventilating works and apparatus, to the full extent of all clauses in the former and present contracts and specifications; and every possible contingency that may arise or become necessary for the due, full and satisfactory completion of the entire work, in the style, quality and manner shewn in the *original* drawings and details, and as provided for by the specifications.

And that every matter and thing appertaining to or necessary for the full and perfect completion of the class or description of work for which the several prices are given, and for fitting and finishing it in its place, is and are to be provided and finished by the contractors for the prices named in the Schedules, even should the particular mention thereof be omitted from these specifications.

Sec. 34. This clause similar to that in printed contract, clause 4, page 11.

Sec. 35 and 36 are general clauses which do not particularly refer to the numbers of items in the Schedules for Departmental Buildings, E and F.

Sec. 37. Bell-hanging shall include all tin tubing, copper wire, cranks, pulls, staples, piercing walls, ceilings, or making good the same, boring in, grooving walls where necessary, with everything requisite or essential for the full completion of this branch of the contract.

E 206, 207. Pulls of *not less* value than 75 cents each included in the Schedule F 236, 237.

price per Bell.

The whole of the foregoing respectfully submitted.

(Signed,) F. P. RUBIDGE,
A. E. P. W.

DETAILS of Carving and Setting, &c., referred to in the foregoing clause, Sec. 12, applicable to Schedule E. & F., Departmental Buildings.

Schedule E.

Finishing Royal Arms for Governor General's porch	-	-	-	\$120.00
Modelling carving Canadian ditto for main tower entrance	-	-	-	350.00
No. 87, ball flowers each 4 diam. for Governor General's entrance porch and staircase	-	-	\$ 0.40	34.80
2 ends of parapet copings, main tower entrance	-	-	10.00	20.00
4 bosses for window labe's, each 12 diam.	-	-	3.00	12.00
8 grotesque figures to angles of ventilating shaft each,	-	-	7.50	60.00
2 terminals to ditto	-	-	50.00	100.00
28 ball flowers, each 5 diam., for chimneys	-	-	0.50	14.00
Diaper work on pinnacles, west front	-	-	-	7.75
2 terminals to ditto	-	-	10.00	20.00
8 angle figures for ditto	-	-	6.00	48.00
282-0 lineal cable moulding, main tower cornice	-	-	0.20	56.40
No. 92, ball flowers for do, each 8 diam.	-	-	0.80	73.60
4 angle terminals to 6in rope moulding ditto	-	-	3.50	14.00
4 ditto, 4½ ditto	-	-	3.00	12.00
44 corbel bosses for do, 12½ diam.	-	-	3.50	154.00
216 ft. lin. cable moulding and cornice, and 4 angle figures for moulding	12.50	-	-	50.00
Windows of agricultural wing	-	-	.15	32.40
No. 3, keystone terminals for ditto	-	-	10.00	30.00
" 7, bosses at angles of cornice, each 2.0 diam.	-	-	10.00	70.00
" 4, bosses, 1.6 diam.	-	-	7.50	30.00
" 2, scrolls on sills	-	-	6.00	12.00
" 10, trefoils, Governor General's porch	-	-	3.00	30.00
Groove for lead, do	-	-	-	1.00
No. 4, springer bosses for grooving main tower	-	-	12.00	48.00
1 pendant terminal for ditto	-	-	-	24.00

4 keystone terminal for main tower	-	-	-	\$9.00	\$38.40
14 bosses, each 2-3 diam. for tower windows	-	-	-	7.50	105.00
8 keystones	-	-	-	6.00	48.00
8 column caps	-	-	-	3.50	28.00
182.0 lineal 4 inch rope moulding	-	-	-	0.20	36.40
					<u>\$1,679.75</u>

Schedule F.

No. 8, angle figures for ventilating shafts	-	-	-	\$6.50	\$52.00
2 finials for do	-	-	-		52.00
84 ball flowers, 6 inches diam.	-	-	-	0.60	50.40
28 do 5 do	-	-	-	0.50	14.00
22 bosses 1-6 do	-	-	-	6.00	132.00
2 do 1-0 do	-	-	-	3.00	6.00
1 column cap	-	-	-		6.00
9 keystone terminals 2 6 x 1-6	-	-	-	10.00	90.00
8 angle figures to octagon tower	-	-	-	7.50	60.00
2 keystones	-	-	-	10.00	20.00
2 corbels, 1-9 diam	-	-	-	10.00	20.00
30 pateras, each 5 diam	-	-	-	0.80	24.00
2 grotesque figures, to terminate centre cornice, east front	-	-	-	18.00	36.00
41-6 lineal of enrichment, 4 inches wide	-	-	-	0.80	33.20
24-9 rope moulding, 5 inches diam	-	-	-	0.15	3.71
34-0 enrichment, 8 inches diam	-	-	-	1.00	34.00
28-4 cable moulding, 5 inches diam	-	-	-	0.15	4.27
					<u>\$ 637.58</u>

Copy of No. 44,955.

DEPARTMENT OF PUBLIC WORKS,
Quebec, 9th April, 1863.

SIR.—I am directed by the Honorable the Commissioner to notify you that the specifications, with schedules of prices and draft of contract, for the completion of the Parliament Buildings at Ottawa, are now ready at this office, where you may examine them.

I am also directed to state that the Commissioner is ready to execute the necessary deeds, and that he hopes in the interest of all parties concerned, that you will lose no time in signifying your assent to the contemplated contract, in order that the works may be resumed without any further delay.

I have the honor to be, Sir,
Your obedient servant,
(Signed,) T. TRUDEAU,
Secretary.

Thos. McGreevy, Esq.,
Contractor,
Quebec.

[Copy of No. 44,956.]

DEPARTMENT OF PUBLIC WORKS,
Quebec, April 9th, 1863.

GENTLEMEN,—I am directed by the Honorable the Commissioner to notify you that the specifications, with schedule of prices and draft of contract for the completion of the

Departmental Buildings at Ottawa, are now ready at this office, where you may examine them.

I am also directed to state, that the Commissioner is ready to execute the necessary deeds, and that he hopes, in the interest of all parties concerned, that you will lose no time in signifying your assent to the contemplated contract, in order that the works may be resumed without any delay.

(Signed,) T. TRUDEAU,
Secretary.

Messrs. Jones, Haycock & Co., Contractors,
Ottawa, C. W.

(Copy of No. 63,977.)

QUEBEC, April 15th, 1863.

SIR,—You will please place before the Commissioner the following statement of alterations made in the schedule attached to the contract submitted for our signature, from schedule furnished us by the Department, February, 21st, last, under and according to which the Government offered us the new contract, and which was accepted by us, and we have to request that the schedule attached to the contract may be corrected accordingly.

We take no notice of what are evidently errors in the printing.

No. 3.—Rock excavation to five feet deep \$1.60 per cubic yard allowed, instead of, as see cast block Nos. 2 and 3 of former schedule, \$1.25.

No. 24.—Thorold cement concrete specified, whereas formerly it did not shew that it was to be of cement at all, it has always, up to the present time, been understood that the concrete between joists was to be made of lime, cement never having been even spoken of, in view of such being the case we have contracts existing for the furnishing of lime for that purpose, of the same quality as that used in our basement and other masonry. If cement is required, specify Thorold or other approved cement, and add to the price for concrete, for cement, the sum of \$ per cubic yard.

No. 29.—Brick work in circular smoke flues, price given \$25 per M, instead of \$30, as see No. 67 of western block.

No. 109.—Twenty cents per yard allowed for pointing in black mortar and dressing down of cut-stone and Nepean. Our accepted schedule does not include the dressing down of cut-stone and Nepean, quite the contrary, as a lump sum, for dressing down, of \$824 is given in the estimate for the western block, clearly shewing that the same was not to be included.

No. 120.—Six inches of concrete filling added to the former price of 30 cents per foot for paving, this does not appear in the accepted schedule, as see No. 50 and No. 7 of cast block, where we are allowed for preparing the bed for the paving.

No. 128.—Gives us \$2.50 per yard super. for centring groins of large tower to cast block, which sums up at \$277.50, the former schedule gave us, at No. 117, 1004 feet at \$1.25=\$1,255.00, making a difference in this item of \$978.50.

Nos. 143 to 148.—The measurement of windows giving outside visible face only. This is a different measurement to that made by the Commission in forming their estimate, which system we understood was to govern future measurements; formerly the frames were measured, averaging eight inches at each side and six inches at top, now they are not paid for at all; if intended to have been covered by the price per foot visible face, they would not have been carried out in the Commissioner's estimate, at the same price, with full measurement of frames, as they were.

No. 149.—Allowed twenty cents per foot for architraves, not allowing any difference between plain and circular work; whereas see Nos. 147 and 148 of Western Block, giving 20 cents per foot for plain—30 cents per foot for circular.

No. 151.—Difference of measurement same as No. 143.

No. 152 and 148.—Ironmongery also added to the work.

No. 153.—To be done for the price.

No. 155.—For winter sashes and frames 40 cents per foot, whereas see No. 151, Western

Block, we accepted 45 cents per foot, same difference of measurement as other windows.

No. 156.—Lantern lights, fifty cents per foot allowed, whereas see No. 150 Eastern Block, we have \$1.

We beg to remain,

Your obedient servants,

[Signed,]

JONES, HAYCOCK & Co.

T. Trudeau, Esq., Secretary Public Works.

[Copy of No. 45,072.]

DEPARTMENT OF PUBLIC WORKS,

Quebec, April 17th, 1863.

MEMORANDUM.—The undersigned has the honor to report to Your Excellency, in obedience to the Order in Council of the 9th February last, that the contracts for the construction and completion of the Parliamentary and Departmental buildings at Ottawa, have been prepared and submitted for revision to the Honorable the Attorney General for Upper Canada, who has approved of the same; also, that the specifications and schedules of prices, with description of mode of measurement relative to those buildings, have been revised and certified to by Messrs. Thomas Fuller and Charles Baillargé, the architects appointed, under authority of Order of Council of 2nd instant, to take charge of said works.

The undersigned has now the honor to submit, for the consideration and approval of Your Excellency in Council, the accompanying above-mentioned contracts, with specifications and schedules of prices thereunto attached, and to request that he may be authorized to sign and execute the same.

Respectfully submitted,

[Signed,]

U. J. TESSIER,

Commissioner.

Executive Council.

[Copy of No. 64,015.]

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on 17th April, 1863.

On a memorandum, dated 17th April, 1863, from the Honorable the Commissioner of Public Works, reporting that, in obedience to the Order in Council of 9th February last, the contracts for the construction and completion of the Parliamentary and Departmental Buildings at Ottawa have been prepared and submitted for revision to the Honorable the Attorney General, Upper Canada, who has approved of the same; also, that the specifications and schedules of prices, with description of mode of measurement relative to those buildings, have been revised and certified to by Messrs. Thomas Fuller and Charles Baillargé, the architects, appointed under Order in Council of 2nd instant, to take charge of the said works, and he now submits, for the approval of your Excellency in Council, the above-mentioned contracts, with specifications and schedules of prices thereunto attached, and requests authority to sign and execute the same.

The Committee advise that the contracts, specifications and schedules submitted, be approved, and that the Commissioner be authorized to sign and execute the same.

Certified.

(Signed,)

WM. H. LEE.

C. E. C.

To the Honorable the Commissioner of Public Works.

[Copy of back of No. 64,016.]

QUEBEC, 18th and 20th April, 1863.

On back of No. 64,016, Secretary, in reference to contract entered into on the 18th instant, with Thomas McGreevy for the completion of the Parliament Buildings, Ottawa, notes : "That four copies of contract were signed by the parties, one was delivered by the Commissioner to Mr. McGreevy, two are to be kept in this office, and the fourth is to be sent to the office of the Honorable the Attorney General for Upper Canada.

(Signed,) T. TRUDEAU,
Secretary.

[Copy of back of No. 64,017.]

QUEBEC, 18th and 20th April, 1863.

On back of No. 64,017, Secretary notes in reference to contract entered into on the 18th inst., with Messrs. Jones, Haycock, & Co., for the completion of the Ottawa Buildings, "Six copies were signed by the parties ; three copies were delivered by the Commissioner to the firm of Jones, Haycock & Co., viz : one to Mr. Jones, the second to Mr. Haycock, and the third to Mr. Clarke. Two copies are to be kept in this office, and one to be sent to the office of the Attorney General for Upper Canada.

(Signed,) T. TRUDEAU,
Secretary.

[Copy of No. 45,097.]

DEPARTMENT OF PUBLIC WORKS,
Quebec, 21st April, 1863.

SIR,—I am directed by the Honorable the Commissioner to inform you that the contract with Mr. Thomas McGreevy, for the completion of the Parliament Buildings, and that with Messrs. Jones, Haycock & Co., for completion of Departmental Buildings, at Ottawa, have been together with the plans, specifications, and schedules of prices relative to the same, duly signed and executed by those parties respectively, at this office, on Saturday, the 18th instant, of the former four copies, and of the latter six copies, being so executed and signed.

I am further directed to transmit to you for deposit and safe-keeping in your Department a copy of each of the contracts above mentioned.

(Signed,) T. TRUDEAU,
Secretary.

The Hon. Attorney General West, Quebec.

R E T U R N

To an Address of the Honorable the Legislative Assembly, dated 3rd September, 1863, for Statement of amount due on account of Timber Dues, 31st December, 1862.

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 8th September, 1863.

APPROXIMATE STATEMENT of amount due on Account of Timber Dues, 31st December, 1862.

Amount outstanding, 31st December, 1862.....\$183,954 45

APPROXIMATE STATEMENT of amounts due on Public Lands, Upper and Lower Canada to 31st December, 1862.

	\$	cts.	
<i>Upper Canada.</i>			
Crown Lands.....	2,276,452	09	
Clergy Lands.....	2,145,638	37	
Common School Lands.....	1,736,805	21	
Grammar School Lands.....	273,543	61	
			6,429,439 28
<i>Lower Canada.</i>			
Crown Lands.....	661,921	17	
Clergy Lands.....	175,007	14	
			836,928 31

ANDREW RUSSELL,
Assistant Commissioner.

Department of Crown Lands,
Quebec, 7th September, 1863.

RETURN

To an Address of the Honorable the Legislative Assembly, dated 14th September, 1863, for Statement of Timber and Slide Dues to 31st July, 1863.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 13th October, 1863.

(*Condensed.*)

RETURN of all Timber and Slide Dues unpaid and due to the Crown on the 31st day of July last.

Timber Dues

Upper Ottawa Territory.....	\$ 8,074 95	
Do. at Quebec.....	3,329 87	
		11,404 82
Ontario Territory.....	26,159 60	
Do. at Quebec	491 94	
		26,651 54
Lower Ottawa Territory.....	98 46	
Do. at Quebec.....	908, 22	
		1,006 68
St. Maurice Territory.....		15,736 44
Huron and Superior, &c., Territory.....	1,373 01	
Do. at Quebec....	3,571 50	
		4,944 51
St. Francis Territory.....		13,553 48
Saguenay Territory.....		1,973 77
Chaudière and Madawaska Territory.....		20,752 55
Lower St. Lawrence Territory.....		2,782 67
Baie des Chaleurs Territory.....		272 33
		\$ 99,078 79

Slide Dues.

Ottawa Slides and Works.....	10,435 77	
St. Maurice Slides and Works.....	\$ 3,419 72	
		13,855 49
		\$112,934 28

ANDREW RUSSELL,
Assistant Commissioner of Crown Lands.

Department of Crown Lands,
Woods and Forests,
Quebec, 6th October, 1863.

R E T U R N

To an Address of the Honorable the Legislative Assembly, dated 3rd September, 1863, for copies of correspondence with Imperial Government on the subject of Militia.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 8th September, 1863.

(Copy--Canada, No. 31.)

DOWNING STREET,
19th March, 1863.

My Lord,—I have the honor to request that you will inform me whether, in accordance with the terms of my despatch No. 157, of the 2nd of August last, provision has been or will be made by the Government of Canada for the pay of the Non-Commissioned Officers who were sent out from this country to assist in the drilling of the local Militia.

I have, &c.,

(Signed,) NEWCASTLE.

Viscount Monck, &c., &c., &c.

(No. 37.)

GOVERNMENT HOUSE,
Quebec, April 8th, 1863.

My Lord Duke,—In answer to Your Grace's despatch No. 31, of the 19th March, in which you enquire whether provision has been or will be made by the Government of Canada for the payment of the Non-Commissioned Officers who were sent out from England to assist in drilling the Canadian Militia, I have the honor to state that I inferred from the terms of your despatch No. 157, of the 2nd August, 1862, that it was assumed by Her Majesty's Government that proper provision would be made for this purpose, and that as the necessary steps had been taken, no further communication on the subject was necessary.

I have now to inform your Grace that the Provincial Government has paid these Non-Commissioned Officers up to the present time, and that it will continue to pay them so long as their services are required.

I have, &c.,

(Signed,) MONCK.

His Grace the Duke of Newcastle, K.G., &c., &c., &c.

(Copy—Canada, No. 29.)

DOWNING STREET,
6th March, 1863.

My Lord,—At the instance of the Secretary of State for War, I have to request that Your Lordship will inform me whether you consider it probable that the services of the Non-Commissioned Officers who were sent out to act as Drill Instructors to the Militia and Volunteers in Canada, will be dispensed with prior to the 31st of March.

I have, &c.,

(Signed,) NEWCASTLE.

Viscount Monck, &c., &c., &c.

(No. 35.)

GOVERNMENT HOUSE,
Quebec, March 27, 1863.

MY LORD DUKE,—In reply to the enquiry made in Your Grace's despatch of the 6th No. 29, 6th March. instant, relative to the Non-Commissioned Officers now acting as Drill Instructors to the Canadian Militia, I have the honor to inform you that their services will not be dispensed with prior to the 31st instant.

I have, &c.,

(Signed,)

MONCK.

His Grace the Duke of Newcastle, K. G., &c., &c., &c.

(Copy—Canada, No. 41.)

DOWNING STREET,
14th April, 1863.

SIR,—I have the honor to transmit to Your Lordship, for your information, copies of a
C. O., 14th March. correspondence, noted in the margin, which has passed between this office
W. O., 18th " and the War Department, on the subject of the purchase of clothing for
C. O., 20th the Canadian Volunteers.
W. O., 10th April.

I have, &c.,

(Signed,)

NEWCASTLE.

Viscount Monck, &c., &c., &c.

(Mr. Elliot to the Under-Secretary for War.)

(Copy.)

DOWNING STREET,
14th March, 1863.

SIR,—I am directed by the Duke of Newcastle to transmit to you a copy of a letter from Colonel Walker Powell, Adjutant-General of Militia in Canada West, who has been authorized by the Provincial Government to purchase uniforms for the Volunteer Force.

As the Governor of Canada has expressed a wish that any aid which Col. Powell may require should be afforded to him, I am desired to state that His Grace would be glad if facilities could be granted to Colonel Powell in effecting the purchase of the uniforms in question.

I am, &c.,

(Signed,)

T. F. ELLIOT.

The Under Secretary of State for War.

(Colonel Powell to Mr. Engleheart.)

(Copy.)

THE GROSVENOR, VICTORIA STATION,
Pimlico, March 8th, 1863.

SIR,—In reply to your note, under this day's date, I have to state that the letter of introduction to the head of the clothing department, which you were good enough to send me on the 3rd instant, enabled me to confer with the different officers in charge of that department, and my object in addressing His Grace the Duke of Newcastle to day, asking to be placed in communication with the Secretary of State for War, was, first, to obtain permission to procure from the Director of Army Clothing, patterns of tunics and chacos, and second, to inquire if the Imperial Government would supply the whole or part of the tunics and chacos now required for the Volunteer Militia of Canada, upon the understanding that the Provincial Government will make payment for the same within the financial year ending 31st March, 1864.

If I am in error in asking to be placed in communication with the Secretary of State for War, I trust you will be good enough to set me right, as the only object I have in view is to procure quickly and on the best terms the tunics and chacos required by the Provincial Government; and from the undoubted facilities which the Imperial Government enjoys in connection with the Royal Clothing Factory at Pimlico to produce quickly large quantities of clothing, I am induced to believe that the objects of my mission to this country will be best served by obtaining an answer to these enquiries at the earliest possible date. I shall therefore feel much indebted if you can aid me in procuring the desired information.

I am, &c.,

(Signed,)

W. POWELL.

G. D. Engleheart, Esq.

(*Sir E. Lugard to Mr. Elliot.*)

(Copy.)

WAR OFFICE,
18th March, 1863.

SIR,—I have laid before the Secretary of State for War your letter of the 14th inst., together with its enclosure from Colonel Powell, Adjutant-General of Militia in Canada West, who has been authorized by the Provincial Government to purchase clothing for the local volunteers.

The Duke of Newcastle will remember that in June last, the Governor of Canada was informed that clothing would be supplied by Her Majesty's Government conditionally, on provision being made by the Provincial Government for repaying the cost within the financial year during which such clothing might be furnished. No answer to this proposal has yet been communicated to this Department; but Colonel Powell states that he is authorized to give the required assurance.

Sir George Lewis is prepared to give directions for the supply of the quantities of clothing applied for by Colonel Powell, on the understanding expressed in the Duke of Newcastle's despatch to Lord Monck, a copy of which was enclosed in your letter of the 7th June last, but before doing so he would be glad to be informed whether His Grace considers that Colonel Powell is in a position to give such guarantee.

I have, &c.,

(Signed,)

EDWARD LUGARD.

T. F. Elliot, Esq., &c., &c., &c.

(*Mr. Elliot to the War Office.*)

(Copy.)

DOWNING STREET,
20th March, 1863.

SIR,—In answer to your letter of the 18th instant, I am directed by the Duke of Newcastle to acquaint you that Colonel Powell has produced at this office a minute of a Committee of the Executive Council of Canada, and a letter from the Head of the Provincial Ministry, from which it appears, that he has been authorized to contract in England for the purchase of clothing for the Provincial Volunteers, and to settle the terms of payment, and arrange for the shipment of the articles to Canada, and it further appears that the outlay is to be provided for in the Estimates of the Provincial Government for the year 1863.

The Duke of Newcastle considers that the documents afford sufficient evidence of the intentions of the Provincial Government, and has no doubt that they will duly execute any undertakings entered into on their behalf by Colonel Powell.

I have, &c.,

(Signed,)

T. F. ELLIOT.

The Under-Secretary of State, War Office.

(*Sir E. Lugard to Mr. Elliot.*)

(Copy.)

WAR OFFICE,
10th April, 1863.

SIR.—Referring to your letter of the 20th ultimo. relative to the clothing required for the Canadian Militia, I am directed by the Secretary of State for War to transmit to you, for the information of the Duke of Newcastle, the enclosed copy of a letter from Lieut.-Colonel Powell, in which he states the arrangements which he has made.

In compliance with Colonel Powell's request, Sir George Lewis has caused him to be supplied with 6500 yards of cloth, on the understanding that it will be paid for, or replaced by the 15th May.

I have, &c.,
(Signed) EDWARD LUGARD.

T. F. Elliot, Esq., &c., &c.

(*Lt.-Col. Powell to the War Office.*)

(Copy.)

THE GROSVENOR, VICTORIA STATION.
March, 27th, 1863.

SIR.—I have the honor to state that I have entered into contract, on behalf of the Government of Canada, with Messrs. Tait & Co., Limerick, for the delivery of 20,000 tunics for the use of the Volunteer Militia of Canada. Messrs. Tait & Co. have already ordered the cloth for the manufacture of these garments, and have agreed to deliver 5000 tunics on 10th April, and the remainder on or before 2nd May next,—the Government of Canada being anxious to have the whole of the Volunteer Force completely uniformed prior to H. M.'s Birthday (24th May), that being the day on which the Militia of Canada are inspected each year.

Messrs. Tait & Co. are willing, and have facilities for the manufacture of 10,000 tunics prior to 10th April, provided 6500 yards of scarlet cloth, in addition to the quantity they now have in stock, can be obtained. The shipment of 10,000 tunics on 10th April, instead of 5000, will enable the Militia Department of Canada to secure the equipment of the more distant corps, and would leave that portion of the force nearer to the seat of Government to be supplied from the later shipments, which will not likely arrive out prior to 20th May.

In order to accomplish so desirable an object, I have the honor to request that you will be good enough to loan 6500 yards of sergeant's quality tunic cloth, upon the understanding that an equal quality and quantity will be returned into store at Pimlico on or before 15th day of May next, by Messrs. Tait & Co., or its value will be made good by the Government of Canada, under whose authority I am now acting in the procuring in this Country of Militia Clothing for shipment to Canada.

I am, &c.,
(Signed) W. POWELL, *Lt.-Col.*,
D. A. G. M., U. C.

The Under-Secretary of State for War, &c., &c., &c.,
War Office.

RETURN

To an Address of the Honorable the Legislative Assembly, dated 1st September, 1863; For Correspondence relative to Intercolonial Railway.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
8th September, 1863.

(Copy of a Letter addressed to His Grace the Duke of Newcastle.)

BRITISH NORTH AMERICAN ASSOCIATION,
185, GRESHAM HOUSE, E. C.,
London, 5th January, 1863.

MY LORD DUKE,—The council of the British North American Association have learnt with great satisfaction that Her Majesty's Government and the representatives of the Governments of Canada, Nova Scotia, and New Brunswick, have discussed, with the prospect of agreement, the terms on which the subject of completion of the Intercolonial Railway shall be submitted for Imperial and Colonial Legislation, but they learn also, that one of the conditions is that the Imperial Parliament is not to be called upon to discuss the question until complete surveys and detailed estimates have been submitted to and approved by Her Majesty's Government.

The Council would respectfully beg to remind your Grace, in the event of this condition being insisted upon, that unless the surveys are commenced immediately, it will be impossible to have them completed in any event during the approaching sessions of the Imperial Parliament, and as they are informed that there is no practical objection to the surveys being at once commenced, they desire strongly to urge upon your Grace the importance of their being at once proceeded with, a step which the Council hope will meet with the cordial approval of the several Governments of the respective Provinces.

The Council need not remind your Grace of the Imperial importance involved in the early construction of this work.

I have the honor to be,
My Lord Duke,
Yours faithfully,
(Signed,)

A. KINNAIRD,
Chairman.

BRITISH NORTH AMERICAN ASSOCIATION,
185, GRESHAM HOUSE, E. C.,
London, 29th January, 1863.

SIR,—I beg to enclose a letter which Sir John Dalrymple Hay, Bart., M. P., as Chairman of meeting of the Council of this Association, held this day, has addressed to you.

I am, sir,
Yours faithfully,
(Signed,)

JOSEPH NELSON,
Secretary.

To the Honorable
The Provincial Secretary of Canada,
Quebec.

BRITISH NORTH AMERICAN ASSOCIATION,
185, GRESHAM HOUSE,
London, 29th January, 1863.

SIR,—In pursuance of the wish expressed to the Secretary of this Association,—the Association addressed the Colonial Minister, under date the 8th instant, as per copy enclosed, urging that the surveys preliminary to the submission of the question of the Inter-colonial Railway to the Imperial Parliament should be proceeded with as soon as possible. I am authorized, confidentially, to say that in reply to this application the Association have received, under date 21st January, a letter by direction of the Colonial Minister, in which it is stated that Her Majesty's Government can have "no objection to the commencement of the surveys necessary in order to determine the line of the Railway, and ascertain its cost, as soon as the Colonial Governments shall have authorized the advance of the requisite funds and shall have come to an arrangement respecting the appointment of the officers to be employed."

Thus it will be seen that the request which the Association was desired to make is at once consented, and it will now rest with the Provinces, by a very small outlay of money, to make that preliminary survey and obtain that estimate of cost, which are all that, in the first instance, Her Majesty's Government will require. In fact it is the desire, as the Association believe, of the Imperial Government to throw no technical obstacle in the way; but if the Provinces will enable them to do so, to bring the whole question before Parliament in the coming session. To this end the surveys and estimates are not required to be those final and elaborate documents upon which the works would be let by contract, but merely reliable general facts which practical men would require in order to guide their judgment as to the possibility and cost of the project.

But the Association regret to learn that while the delegates from Nova Scotia and New Brunswick expressed a concurrence on the general scheme proposed by the Treasury, the delegates from Canada, sent to His Grace the Duke of Newcastle, on the day of their leaving England, and to quote the words of the letter from the Colonial Office above alluded to "without seeking any further discussion, or the removal of any misapprehension or uncertainty in which they might be involved," a memorandum conveying their dissent to the above named treasury minute, and giving counter proposals which the Association cannot think differ essentially from the scheme proposed by Her Majesty's Government.

The Association believe that the three points of difference are:—1st. As to the proposed rate of interest on the Debentures. 2nd. As to the sinking fund. 3rd. As to the suggestion that Her Majesty's Government shall be satisfied that the Railway can be constructed without the Imperial Government being asked for further assistance.

As regards the latter point, that will be determined with the greatest ease by the estimates of cost which the preliminary survey proposed may exhibit, and the Association believe that the faith of Her Majesty's Government in the entire solvency of the Provinces will satisfy them on this head so soon as such survey and estimate be presented to them, and more especially so, as the Association believe that Her Majesty's Government are ready to agree to the appointment of an engineer, and that the plans and estimates may be in England, if immediate despatch is exercised, by the first week in June.

As regards the second point, it appears that the Chancellor of the Exchequer proposed a definite scheme of sinking fund, while the Canadian delegates proposed a sinking fund in another form, namely "in which profits of the Road shall be applied towards extinction of the Loan."

As regards the first point it will be obvious on reading carefully the Treasury minute alluded to, that the illustrative calculations therein made are merely hypothetical; while, on the other hand, it is, as the Association believe, a fact, that money can be raised if the Imperial Guarantee is proposed, at the rate named by the Delegates, viz., 3½ per cent.; and if this be so, then the most material difficulty of all is clearly disposed of.

Under these circumstances, the Association would hope that the Canadian Government, in view of the present state of political and other circumstances, may see their way to a frank explanation with Her Majesty's Government; and that the misapprehensions—for the Association will not believe they are more—which have arisen may be removed without delay. The Association are all the more anxious on this head, because experience has proved that misunderstandings of this nature are very difficult to remove when once estab-

lished. The Association have learned, with very great regret, that the leading organ of a large political party in Canada, has declared that Messrs. Sicotte and Howland have succeeded in their real mission, namely: the indefinite postponement of the Intercolonial Railway. The Association will not believe that this statement possesses any color of truth; but they allude to it in order to show how, connected with what has taken place, so injurious an allegation may be used to damage, in the opinion of the people of this country, a great enterprize, which the Association hope all true patriots, both in Great Britain and Canada, have sincerely at heart.

I have the honor to be, Sir,

Your very obedient servant,

(Signed,)

T. C. D. HAY,
Chairman.

To the Honorable,
The Provincial Secretary of Canada,
Quebec.

[Copy.]

FREDERICTON, 19th March, 1863.

MY LORD,—I have the honor to enclose, for Your Excellency's information, a copy of the papers laid before the Legislature of this Province, on the subject of the negotiations for the completion of the Intercolonial Railroad.

In connection with this subject, I wish to inform your Excellency that my attention has been called to the report of a speech made in the Parliament of Canada by the Hon. Mr. Sicotte, a member of Your Excellency's Government, on the 20th ultimo, in which that gentleman is said to have made use of the following words:—"On this point I will content myself with saying that a despatch received to-day from the Colonial Office admits that the objections taken by the Delegates are just and correct."

I do not know whether Mr. Sicotte spoke in the English or French language, and I therefore also give the report contained in the *Journal de Québec*, which is as follows:—

"Sur ce point, je me contenterai de dire qu'une dépêche reçue aujourd'hui du bureau colonial reconnaît que les objections faites par les délégués sont justes et correctes."

It is possible that the honorable gentleman may have been misreported, but should the report be accurate, I hope Your Excellency will not consider it a matter of surprise if I venture to request Your Excellency to inform me whether such a despatch has indeed reached Your Excellency.

It is the intention of my responsible advisers, with my full approval, to introduce a measure into the Provincial Legislature for the purpose of giving effect to the proposals of the British Government; but if it be the case that the objections offered to these proposals are admitted to be correct and just, it is reasonable to be presumed that the proposals of Her Majesty's Government will be modified accordingly, and I need not point out to Your Excellency that such a probability seriously affects the course of action here contemplated.

The statement of a responsible minister in his place in Parliament, carries with it an authority which cannot lightly be questioned: and although the despatches which I have received from the Secretary of State would not warrant the inference naturally to be drawn from the statement of Mr. Sicotte, those received by Your Excellency, on the 20th ultimo, must have been of a later date than any which have reached me on the subject, and I am therefore anxious to receive from Your Excellency such information as you may think proper to furnish me for my own guidance in respect to the course to be pursued in this Province.

I have, &c.,

(Signed,)

ARTHUR H. GORDON.

His Excellency

The Viscount Monck,
&c., &c., &c.

[Copy.]

QUEBEC, March 26th, 1863.

SIR,—In reply to your despatch of the 19th instant, with reference to the speech made by Mr. Sicotte in the Legislative Assembly of this Province, on the 20th February, I have the honor to enclose, for your information, an explanation and correction of the report of his observations by Mr. Sicotte.

I have to add that no official communication has reached me from the Colonial Office subsequent to the 29th January, the date of the letter to Mr. Tilley, to which Mr. Sicotte alludes.

I have, &c.,

(Signed,)

MONCK.

His Excellency

The Hon. A. H. Gordon,
&c., &c., &c.

[Copy.]

Mr. Sicotte has taken cognizance of the despatch of His Excellency Governor Gordon dated 19th March, and has the honor to state for the information of Your Excellency, that the despatch alluded to was the answer of His Grace the Duke of Newcastle to the Hon. Mr. Tilley's letter of January, and transmitted to Your Excellency for the information of the Canadian Government.

The report of the statement made by me is not accurate, as I stated that this despatch admitted that the objection taken by the Canadian delegates to one of the conditions proposed by the Imperial Treasury was well founded, and that Mr. Tilley had thought proper to write from New Brunswick and make the same objection that we had urged against that condition.

DOWNING STREET, 18th April, 1863.

[Copy.] No. 44.

MY LORD,—I have received from Lieutenant Governor the Honorable Arthur Gordon, a copy of a letter addressed to your Lordship on the 19th of March, relative to an assertion reported to have been made in the Canadian Parliament by the Honorable Mr. Sicotte, on the 20th of February, to the effect that this department had just admitted that the objections expressed by the Canadian Delegates on the Intercolonial Railway, were just and correct.

I have the honor to enclose, for your information, a copy of my answer to Lieutenant Governor Gordon, in which I have placed him in possession of copies of all my despatches to your Lordship during the present year, on this subject, in order that he may possess the means of placing beyond doubt, if necessary, the nature of the only views and intentions which have been conveyed to you on this matter by Her Majesty's Government.

I have, &c.,

(Signed,)

NEWCASTLE.

The Viscount Monck,
&c., &c., &c.

DOWNING STREET, 18th April, 1863.

[Copy] No. 19.

SIR.—I have the honor to acknowledge your despatch, No. 19, of the 30th March, relative to a statement reported to have been made in the Canadian Parliament by the Honorable Mr. Sicotte, to the effect that a despatch, just received from the Colonial Office, admitted that the objections taken by the Canadian Delegates, on the subject of the Intercolonial Railway, were just and correct.

In order that you may be in possession of correct information on this subject, I transmit to you copies of the only two despatches which I have had occasion to address to Lord Monck in the course of the present year, about the Intercolonial Railway. I have no wish to produce these despatches without adequate occasion, or to lay any unnecessary stress on the statement which is said to have been made in the Canadian Parliament; but if you should find that it leads to any serious misconception in the Province under your government, you will be at liberty to communicate my despatches to your Ministry for public use, in case that should appear the best manner of placing beyond doubt the only views and intentions which have been conveyed to the Governor of Canada on this subject by Her Majesty's Government.

I have, &c.,

(Signed,)

NEWCASTLE.

Lieutenant Governor,

The Honorable Arthur H. Gordon,

&c., &c., &c.

(Copy.)

GOVERNMENT HOUSE, HALIFAX, N. S.,
29th April, 1863.

MY LORD.—I have the honor to enclose the copy of a minute of my Executive Council, in which I am requested to forward to your Excellency a copy of an Act which has passed the Legislature of this Colony, by which the pledges given by the Provincial delegates at the convention held in Quebec, in September last, have been ratified, and provision has been made for the acceptance of the terms offered by Her Majesty's Government for the construction of an Intercolonial Railroad.

As I understand that a similar Act has already passed the Legislature of New Brunswick, the responsibility of finally accepting or refusing the guarantee offered by Her Majesty's Government, and consequently the completion or abandonment of the Intercolonial Railroad, at any rate for many years, now rests entirely with Canada.

Although I am aware that some hesitation at present exists on the part of your Excellency's Government as to accepting the terms offered by Her Majesty's Government, I sincerely trust that those difficulties may be overcome, and that this great work, the advantage of which has been so long and so universally admitted, may be at last undertaken.

I have, &c.,

(Signed),

MULGRAVE.

His Excellency Viscount Monck,

&c., &c., &c.

(Copy.)

COUNCIL CHAMBER,
HALIFAX, N. S., 29th April, 1863

PRESENT:

The Honorable the President of the Council,
" " Attorney General,
" " Solicitor General,
" " Receiver General,
" " Mr. Wier,
" " Financial Secretary.

The members of the Executive Council of Nova Scotia having had under consideration an Act, entitled, "An Act to authorize a loan for the construction and management of an Intercolonial Railway," which has now passed into law, a copy whereof accompanies

this minute, desires to call the special attention of His Excellency the Lieut.-Governor to the same, and to request that copies be forthwith despatched to His Grace the Duke of Newcastle, Principal Secretary of State for the Colonies, to the Governor General of Canada, and to the Lieut. Governor of New Brunswick.

It is peculiarly gratifying to the members of the Executive Council of Nova Scotia to be in a position thus to assure His Grace the Duke of Newcastle, as well as the Governor General of Canada and the Lieut. Governor of New Brunswick, and through the latter the members of their respective administrations, that the Legislature of Nova Scotia has now honorably redeemed the pledges given by the Provincial delegates at the convention held at Quebec, in September, 1862, in relation to this subject, as well as the assurance subsequently afforded by the Honorable Mr. Howe to the Principal Secretary of State for the Colonies, that the guarantee offered by the British Government in relation to this matter would be accepted by the Legislature of Nova Scotia.

[Copy.]

GOVERNMENT HOUSE,
Quebec, 6th July, 1863.

MY LORD,—I have the honor to enclose an approved minute of my Executive Council on the subject of the survey of the line of the proposed Intercolonial Railway.

I have the honor to state, for your Lordship's information that the Government of Canada are prepared to join with your Government and that of New Brunswick in carrying into effect the survey, and I shall be glad to hear that your Lordship's Government and that of New Brunswick have appointed competent engineers to co-operate with one to be named by the Canadian Ministry for the accomplishment of the work.

I send a despatch identical with this by this day's mail to the Lieutenant Governor of New Brunswick, and I would suggest that your Lordship should communicate with Mr. Gordon on the subject.

I have also sent a copy of the minute and of this despatch to the Secretary for the Colonies.

I have, &c.,

(Signed,)

MONCK.

His Excellency

The Hon. A. H. Gordon, &c., &c., &c.,
New Brunswick.

His Excellency

The Earl of Mulgrave,
&c., &c., &c.

[Copy.]

FREDERICTON, July 16th, 1863.

MY LORD,—I have the honor to acknowledge the receipt of your despatch of the 6th instant.

The important subject to which it relates will engage the immediate and serious attention of my Council and myself, and although the proposal contained in it is not strictly consistent with the engagements entered into between the Provinces of Canada, New Brunswick, and Nova Scotia, by the agreement of the 12th of September last, which provided that the contemplated survey was to be preceded by legislation. I can assure our Excellency that the most anxious desire is entertained by the Executive Government

of this Province to meet the proposal now made in whatever manner may appear to them most likely to further the accomplishment of the great work which has been undertaken by the three Governments.

I have, &c.,
(Signed,)

ARTHUR H. GORDON.

His Excellency
Viscount Monck,
&c., &c., &c.

[Copy.]

GOVERNMENT HOUSE,
Halifax, Nova Scotia, August 3rd, 1863.

MY LORD,—In reply to your despatch of July 6th, enclosing a minute of your Executive Council on the subject of the survey of the line of the proposed Intercolonial Railroad, I have much pleasure in informing your Lordship that my council concur in the proposal made by the Canadian Government, and I have the honor to enclose the copy of a minute of Council, upon the subject, which has been approved by me.

I have further to assure your Lordship that no time will be lost by my Government in communicating with that of New Brunswick, with the view of selecting some competent engineer to co-operate on the part of the two Provinces with the one to be named by the Canadian Ministry.

I have, &c.,

(Signed,)

MULGRAVE.

His Excellency
Viscount Monck,
&c., &c., &c.

[Copy.]

The undersigned members of the Executive Council, having carefully considered the Report of a Committee of the Honorable the Executive Council of Canada, proposing to join the Imperial Government and the Governments of Nova Scotia and New Brunswick, in a survey for an Intercolonial Railway, and having examined the Minute of Council of the Canadian Government of the 25th February last in relation to the Intercolonial Railway, to which their attention was invited, fully concurring in the reasons therein urged in favor of the proposed survey, are of opinion that it is highly desirable that this survey should be entered upon and completed with as little delay as possible, and therefore respectfully request your Excellency to communicate to the Government of Canada their readiness at once to engage in that undertaking.

The undersigned further respectfully recommend that a copy of this minute be transmitted to His Grace the Duke of Newcastle and also to the Lieutenant Governor of New Brunswick.

Signed,

J. W. LANGTON.
" CHARLES TUPPER.
" W. A. HENRY.
" JAMES MCNAB.
" ISAAC LE VESCONTE.
" JOHN MCKINNON.
" ALEXANDER MACFARLANE
" JOHN CREIGHTON.
" S. L. SHANNON.

Halifax, Nova Scotia,
July 29th, 1863

[Copy.]

CAMP ON THE NIPIZIGUIT RIVER,
New Brunswick, 20th August, 1863.

MY LORD,—I have now at length the honour to reply decidedly to the proposal that the survey of a line for the Intercolonial Railway should be at once proceeded with, and I beg to inform Your Excellency that, after a full and anxious consideration of the question in all its bearings, I have resolved on the advice of my Executive Council to accede to the proposal contained in Your Excellency's despatch of the —.

So many difficulties, however, attend my departure from the agreement already entered into between Canada, Nova Scotia and New Brunswick on this subject,—and which agreement, by being annexed to the Act passed by the Legislature of this Province during the late Session, has here the force of law,—that I have thought it expedient to despatch a member of my Government to Quebec, for the purpose of more fully arranging the details of the proposed survey with the advisers of Your Excellency.

I have, &c.,

(Signed,)

ARTHUR H. GORDON.

To His Excellency,
The Viscount Monck,
&c., &c., &c.

[Copy.]

GOVERNMENT HOUSE,
Quebec, August 26th, 1863.

MY LORD,—I have the honor to enclose, for Your Excellency's information, a copy of an approved minute of the Executive Council of Canada, appointing Mr. Sandford Fleming, C. E., to conduct, on the part of the Government of Canada, the proposed survey of the line of the Intercolonial Railway.

I have also to state that Mr. Fleming is prepared to commence operations so soon as Your Excellency's Government and that of New Brunswick shall have appointed engineers to co-operate with him.

I send a despatch, identical with this, to the Lieutenant Governor of New Brunswick, and I would suggest that Your Excellency should communicate with Mr. Gordon, in order that so soon as the necessary appointments shall have been made I may be informed to what place it is expedient Mr. Fleming should repair to meet his colleagues in the survey.

I have, &c.,

(Signed,)

MONCK.

His Excellency
The Marquis of Normanby, &c., &c., &c.,
Nova Scotia.

DOCUMENTS

To be attached and form part of Return to Address, Correspondence relative to the Intercolonial Railway.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 6th July, 1863

The Committee of Council respectfully requesting reference to the minute in Council of 25th February last in relation to the Intercolonial Railway, are of opinion that it is desirable again to communicate to the Government of the sister Provinces of Nova Scotia and New Brunswick their readiness at any time to enter upon the proposed survey of the contemplated Intercolonial Railway, and to appoint a competent engineer in connection with the like professional gentleman to be named by the other Provinces to carry out the survey. They respectfully submit that it is their intention to ask the present Parliament, which is soon to meet, to sanction the appropriation of \$10,000 (which the late Parliament had had submitted to it, during its last session, which, however, closed its labours without passing the usual supplies) towards Canada's share of the survey.

They respectfully recommend that a copy of this minute be transmitted, when approved by Your Excellency, to His Grace the Duke of Newcastle.

(Certified.)

[Copy.]

GOVERNMENT HOUSE,
HALIFAX, NOVA SCOTIA,
August 3rd, 1863.

MY LORD,—In reply to your despatch of July 6, enclosing a minute of your Excellency in Council on the subject of the survey on the line of the proposed Intercolonial Railroad, I have much pleasure in informing your Lordship that my Council concur in the proposal made by the Canadian Government, and I have the honor to enclose the copy of a minute of Council upon the subject which has been approved by me.

I have further to assure your Lordship that no time will be lost by my Government in communicating with that of New Brunswick with the view of selecting some competent engineer to co-operate on the part of the two Provinces with the one to be named by the Canadian Ministry.

I have, &c.,

(Signed,)

MULGRAVE

His Excellency,
Viscount Monck.

[Copy.]

The undersigned, members of the Executive Council, having carefully considered the Report of a Committee of the Honorable the Executive Council of Canada, proposing to join the Imperial Government and the Government of Nova Scotia and New Brunswick in a survey for an Intercolonial Railway, and having examined the minute of Council of the Canadian Government of the 25th of February last in relation to the Intercolonial Railway, to which their attention was invited, fully concurring in the reasons therein urged in favor of the proposed survey, are of the opinion that it is highly desirable that this survey should be entered upon and completed with as little delay as possible, and therefore respectfully request your Excellency to communicate to the Government of Canada their readiness at once to engage in that undertaking.

The undersigned further respectfully recommend that a copy of this minute be transmitted to His Grace the Duke of Newcastle and also to the Lieut. Governor of New Brunswick.

(Signed,)

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J. W. JOHNSTON.
CHARLES TUPPER.
W. A. HENRY.
JAMES McNAB.
ISAAC LE VISCONTE.
JOHN MCKINNON.
ALEXANDER MACFARLANE.
JOHN CREIGHTON.
S. L. SHANNON.

Halifax, N. S., July 29, 1863.

[Copy.]

To His Excellency the Honorable A. H. Gordon, C.M.G., Lieut. Governor of the Province of New Brunswick, &c., &c.

In recommending Your Excellency to appoint, in conjunction with the Government of Nova Scotia, an Engineer to make the preliminary exploration and survey of the line of the proposed Railway, previous to the passing of the Railway Bills by the Canadian Legislature, we are aware that we are not adhering strictly to the arrangements agreed upon at Quebec by the representatives of the three Provinces in September last, and subsequently confirmed by Her Majesty's representative in each, which provided that no surveys should be authorized until the necessary legislation should be had by the several Colonies, and joint Commissioners appointed.

As such previous survey, however, is desired by the Canadian Government, they bearing five-twelfths of the cost, we are induced to advise Your Excellency to make the necessary appointment for that purpose, in full faith that no other departure from the compact entered into between the Provinces will be proposed, and that the construction of the Railway, if found practicable, will be undertaken upon the basis of that agreement.

We respectfully recommend that a copy of this minute be transmitted to the Governor General of Canada.

(Signed,)

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S. L. TILLEY.
W. H. STEEVES.
CHARLES WATERS.
P. MITCHELL.
JOHN McMILLAN.
JAMES STEADMAN.
GEORGE L. HATHEWAY.
WILLIAM E. PERLEY.

Executive Council Room,
September 16th, 1863.

[Copy.]

FREDERICTON, Sept. 18th, 1863.

MY LORD,—I have the honor to transmit to Your Excellency the accompanying copy of a minute of my Executive Council, presented to me to-day.

2. I readily assent to the adoption of the course recommended by this minute, and entirely concur in the hope therein expressed, that no further departure from the terms of the agreement entered into by the three Provinces will be hereafter proposed by Your Excellency's advisers.

I have the honor to be, my Lord,

Your Excellency's most obedient servant,

(Signed,)

ARTHUR H. GORDON.

His Excellency

Viscount Monck, &c., &c.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 29th September, 1863.

The Committee of the Executive Council having had referred to them the despatch of the 18th September, instant, of His Excellency the Lieutenant Governor of New Brunswick, transmitting copy of a minute of his Executive Council on the subject of the contemplated survey for an Intercolonial Railway, have the honor to submit for Your Excellency's consideration the following observations in relation thereto:

The Committee find that whilst the Executive Council of New Brunswick advise the appointment of a surveyor to act in conjunction with the surveyor appointed by this Province, to conduct the proposed survey, they would seem to qualify the recommendation by associating with it a hope that, the survey being accomplished, the basis agreed upon by the convention held in September, 1862, will be adhered to, if the construction of the railway be hereafter found practicable.

The Committee learn with pleasure that, so far as the survey is concerned, their plans are cordially acquiesced in by the Executive of New Brunswick, and they look forward with satisfaction to the consummation of the important undertaking, of which the survey is the preliminary step. In order that there may be no misapprehension, however, between the Governments of the Provinces having a common interest in this matter, the Committee think it right to call to mind the manner in which the negotiations, conducted in London, terminated, and the general position in which the question of an Intercolonial Railway at present stands in this Province.

The Committee would remind your Excellency that the conditions proposed by the Imperial Government, in connection with the assistance to be rendered towards the construction of the railway, differed in some important particulars from the agreement of September, 1862, and from the instructions which the delegates, sent on the part of Canada, were charged to carry into effect. The Committee may refer to the distinct refusal, on the part of the Imperial Government, to regard the contribution which Canada might make to the Intercolonial Railway as being, to that extent, an expenditure for defensive purposes, the proposed sinking fund, and to the condition set forth as in the ninth of the series of propositions presented by the Imperial Government.

Parliament not to be asked for this Guarantee until the line and surveys shall have been submitted to, and approved by Her Majesty's Government, and until it shall have been shown, to the satisfaction of Her Majesty's Government, that the line can be construed without further application for an Imperial guarantee; the Imperial Government thus making the proposed assistance by way of loan, contingent upon the results of a previous survey, establishing the sufficiency of the guarantee for the full purposes for which it was to be granted. The Delegates were therefore constrained to decline the acceptance of a proposal fettered by conditions so much at variance with their instructions, and their decision received the approval of their colleagues, as being in harmony with the spirit of the agreement arrived at by the Quebec Convention, and in entire conformity with the unequivocal tone of public opinion in the Province.

The negotiations founded upon the understanding entered into by the convention of September, 1862, were regarded as terminated with the return of the Delegates to this Province, and it was hoped that the report of this Council, of 25th February last, would have sufficed to prevent misconception as to the necessary abandonment of the basis upon which the negotiations up to that time had been founded, and to shew that any further action by the Government of this Province must be the subject of subsequent consideration.

It is further to be observed that the carrying out of the agreement of September, 1862, necessarily depended upon the success of the negotiations with the Imperial Government, and the assent of the Legislatures of the three Provinces being obtained. These negotiations having failed, and it being manifest that the construction of the Railway could not be attempted without Imperial aid—the Canadian Government did not feel that they were in a position to invite any action on the part of the Canadian Legislature beyond making a provision for a preliminary survey—the results of which may lead to further negotiations, and on a different basis from that agreed to by the convention. In order to promote the construction of a work which the event of each succeeding year invest with greater importance, the Committee addressed themselves to the task of devising plans whereby the attainment of the object might be secured in a manner consistent with the interests and resources of this Province. They found that the examination of the route and the satisfactory completion of a survey were also indicated by the Imperial Government as conditions precedent of any negotiations, and they then informed Your Excellency that they had decided upon recommending an appropriation, by the Legislature of Canada, for the purpose of making such a survey as is necessary to the final determination of the several proposals.

In conformity with this determination, they have asked an appropriation of \$10,000 during the present Session, and they have also appointed an Engineer to proceed with the survey, so soon as the requisite arrangements can be completed. The action of the Legislature has proceeded so far as that it may be regarded as having rendered the appropriation a certainty, and the immediate commencement of the survey is therefore dependent only upon the unqualified concurrence of the Provinces of Nova Scotia and New Brunswick.

The necessity of a prompt decision on the part of the Government of New Brunswick, with a view to an early commencement of the survey, is obvious, inasmuch as the season, during which this survey may be most advantageously performed, is rapidly passing away.

(Certified.)

(Signed,)

WM. H. LEE, C.E.C.

ESTIMATES

OF THE PROVINCE OF CANADA FOR THE YEAR 1863.

ESTIMATE of the Total Expenditure of the Province of Canada, for the year 1863, for the undermentioned Services.

SERVICE.	Estimated Expenditure for 1863.	Estimate of Receipts.	Vote required for 1863.
	\$ cts.	\$ cts.	\$ cts.
Interest on Public Debt	3738000 00	219000 00	None.
Charges of Management	75000 00		do.
Sinking Fund	175000 00		do.
Redemption of Debt, including Lake St. Peter Debs.	4294000 00	3153600 00	do.
Civil Government	441000 00		250343 26
Administration of Justice, East	340000 00	75000 00	117900 00
Do West	318050 00	50000 00	26895 00
Police	31120 00	14700 00	23000 00
Penitentiary, Reformatories and Prison Inspection	147000 00		146708 00
Legislation	680000 00		322737 76
Education, East	256000 00	12500 00	} 231485 00
Do West	277000 00	23000 00	
Literary and Scientific Institutions	14800 00		14800 00
Hospitals and Charities	265000 00	12000 00	263875 00
Geological Survey	22600 00		15000 00
Militia and Enrolled Force	613500 00		462119 81
Arts, Agriculture and Statistics	9600 00		5400 00
Census	13800 00		None.
Agricultural Societies	108000 00		8000 00
Emigration	47000 00	20000 00	43991 17
Pensions	49000 00		3532 00
Indian Annuities	44020 00		4400 00
Public Works and Buildings	518000 00		237850 00
Rents and Repairs of do	40000 00		29000 00
Roads and Bridges	100000 00		69500 00
Ocean and River Steam Service	49700 00	45000 00	36000 00
Light Houses and Coast Service	107000 00		107076 10
Fisheries	25300 00	8000 00	25300 00
Redemption of Seigniorial Rights, including advances	290000 00		None.
Cullers' Office	68000 00	70000 00	68000 00
Railway and Steamboat Inspection	12200 00	14000 00	12185 00
Municipalities Fund, West	145000 00	150000 00	None.
Indian Fund	115000 00	180000 00	do.
Miscellaneous	90000 00	1500 00	43800 00
Collection of Customs	330000 00		330000 00
Excise	35000 00		35000 00
Post Office	495000 00		405000 00
Public Works	231200 00		231200 00
Territorial	160000 00		160000 00
Unprovided Items			189606 27
Total	\$15119190 00		\$3918554 37

ESTIMATE of the Services for which a vote of the Legislature is required, 1863.

SERVICE.	Amount.	Total.
CIVIL GOVERNMENT.		
Governor General's Secretary's Office	\$ cts. 1260 00	\$ cts.
Provincial Secretary's Office	12826 76	
Provincial Registrar's Office	5877 50	
Receiver General's Office	12870 00	
Finance Minister's Department	\$14903 33	
Do Customs Branch	12910 00	
Do Audit Branch	5840 00	
Executive Council Office	33853 33	
Department of Public Works	8844 00	
Bureau of Agriculture	19840 67	
Post Office Department	13090 00	
Crown Lands Department	24400 00	
Do Indian Branch	\$45561 00	
Do Indian Branch	6560 00	
Attorney and Solicitor General, East	52121 00	
Do do West	2410 00	
Contingencies of Public Departments	3350 00	
	60000 00	250343 26
<i>Administration of Justice, East.</i>		
To meet Contingent Expenses of the Administration of Justice in L. C., not otherwise provided for	117900 00	117900 00
<i>Administration of Justice, West.</i>		
Salaries, Court of Chancery	7200 00	
Do and Contingencies of Courts of Queen's Bench and Common Pleas	8795 00	
Circuit allowances of Judges of Court of Chancery	2900 00	
Criminal Prosecutions	6000 00	
To meet Contingent Expenses of the Administration of Justice in U. C., not otherwise provided for	2000 00	
		26895 00
<i>Police.</i>		
Amount required to meet the expenses of the River Police, Montreal, during the present year	11200 00	
Do do do of River Police, Quebec	11800 00	
		23000 00
<i>Penitentiary, Reformatories and Prison Inspection.</i>		
For maintenance of Provincial Penitentiary	\$57923 00	
Towards Building Materials for do	4392 00	
		62315 00
For maintenance of Criminal Lunatic Asylum	\$15201 00	
For Building Materials, Tools, &c.	7680 00	
		22881 00
Reformatory Penetanguishene, maintenance of	\$16592 00	
Do Materials and labor for new prison and for houses for Guards	12000 00	
		28592 00
Do St. Vincent de Paul, maintenance of	16420 00	
Do do do for house for Warden, Hospital, additional cells, wall, bridge and fences	4000 00	
		20420 00
Inspection of Prisons and Asylums	12500 00	
		146708 00
LEGISLATION.		
<i>Legislative Council.</i>		
Salary of the Speaker for broken period (Part)	\$1060 00	
Do Clerk	2000 00	
Do Assistant Clerk and French Translator	1600 00	
Do Law Clerk	1000 00	
Do Chaplain and Librarian	800 00	
Do Gentleman Usher of the Black Rod	400 00	
Do Sergeant at Arms	400 00	
Do Head Messenger	400 00	
Do Door-Keeper	240 00	
Do Three Messengers for the Session, at \$180 each	540 00	
Contingent Expenses	66000 00	
		74440 00

Estimate of the Services for which a vote of the Legislature is required.

SERVICE.	Amount.	Total.
<i>Legislative Assembly.</i>		
Salary of the Speaker (Part)	\$496 10	
Do Clerk	2000 00	
Do Assistant Clerk	1600 00	
Do Law Clerk and English Translator	2000 00	
Do Sergeant at Arms	400 00	
Contingent Expenses	211471 66	
	217967 76	
<i>General Expenses.</i>		
For Expense of Printing and Binding the Laws	\$21000 00	
For Expense of Distributing the Laws	3500 00	
Grant to Parliamentary Library	4000 00	
Salary of Clerk of the Crown in Chancery	1280 00	
Contingences of do do	600 00	
	30380 00	
		322787 76
<i>Education.</i>		
Additional Sum for Common Schools, U. and L. Canada	160000 00	
(\$6000 of which, out of the Lower Canada share, to be applied to Normal Schools.)		
Aid to Superior Education Income Fund, L. C.	\$8000 00	
Do do do U. C.	20000 00	
	40000 00	
To be distributed as follows:—		
Victoria College, Cobourg	\$5000 00	
Queen's College, Kingston	5000 00	
Regiopolis College, Kingston	3000 00	
St. Michael's College, Toronto	2000 00	
Bytown College, Ottawa	1400 00	
Grammar School Fund, Upper Canada	3200 00	
L'Assomption College, Sandwich	400 00	
	\$20000 00	
Salaries and Contingencies of Department of Education, C. E.	18385 00	
Do do do C. W.	13100 00	
		231485 00
<i>Literary and Scientific Institutions.</i>		
Aid to Medical Faculty, McGill College, Montreal	750 00	
Do do Victoria College, Cobourg	750 00	
Do School of Medicine, Montreal	750 00	
Do do Kingston	750 00	
Do do Toronto	750 00	
Do Canadian Institute, do	750 00	
Do Natural History Society, Montreal	750 00	
Do Historical Society, Quebec	750 00	
Do Canadian Institute, Ottawa	300 00	
Do Athenæum, Ottawa	300 00	
Observatory, Quebec, to defray expenses of	2400 00	
Do Toronto, do	4800 00	
Do Kingston, do	500 00	
Do Isle Jesus, do	500 00	
		14800 00
<i>Hospitals and Charities.</i>		
Aid to Toronto Hospital, Toronto	6400 00	
Do do for County Patients	4800 00	
Do do House of Industry	2400 00	
Do Protestant Orphan's Home and Female Aid Society	640 00	
Do Magdalen Asylum	480 00	
Do Roman Catholic Orphan Asylum	640 00	
Do Lying-in Hospital	480 00	
Do Deaf and Dumb Institution	1600 00	
Do Public Nursery for Children of the Poor	320 00	
Do House of Providence	320 00	
Do Indigent Sick	3200 00	
Do Hospice de la Maternité	480 00	
Do Roman Catholic Orphan Asylum	480 00	
Do Asylum of the Good Shepherd	640 00	
Do Managers of Protestant Female Orphan Asylum	320 00	
Do Finlay Asylum	320 00	
Do Male Orphan Asylum	820 00	

Estimate of the Services for which a vote of the Legislature is required.

SERVICE.		Amount.	Total.
<i>Hospitals and Charities.—Continued.</i>		\$ cts.	\$ cts.
Aid to	St. Bridget's Asylum..... Quebec	320 00	
Do	Ladies' Protestant Home..... do	320 00	
Do	Canada Military Asylum for Widows and Orphans..... do	160 00	
Do	Indigent Sick..... Montreal	3200 00	
Do	Corporation of the General Hospital..... do	4000 00	
Do	St. Patrick's Hospital..... do	1600 00	
Do	Scœurs de la Providence..... do	1120 00	
Do	General Hospital des Scœurs de la Charité..... do	800 00	
Do	Bonaventure Street Asylum..... do	430 00	
Do	Nazareth Asylum, Blind and Destitute Children..... do	450 00	
Do	St. Patrick's Roman Catholic Orphan Asylum..... do	640 00	
Do	Protestant Orphan Asylum..... do	640 00	
Do	House of Refuge..... do	450 00	
Do	University Lying-in Hospital..... do	450 00	
Do	Lying-in Hospital under care of Scœurs de la Miséricorde..... do	480 00	
Do	Deaf and Dumb Institution, Montreal..... do	1600 00	
Do	Ladies' Benevolent Society for Widows and Orphans..... do	320 00	
Do	Charitable Association of the Ladies of the Roman Catholic Asylum..... do	320 00	
Do	Magdalen Asylum (Ladies of Bon Pasteur)..... do	320 00	
Do	Eye and Ear Institution..... do	320 00	
Do	Montreal Dispensary..... do	320 00	
Do	Montreal Home and School of Industry..... do	320 00	
Do	St. Vincent de Paul Asylum..... do	430 00	
Do	Kingston General Hospital..... Kingston	4500 00	
Do	Indigent Sick..... do	2400 00	
Do	Hôtel-Dieu Hospital..... do	500 00	
Do	Orphan Asylum..... do	640 00	
Do	Hamilton Hospital..... Hamilton	4800 00	
Do	Orphan Asylum..... do	640 00	
Do	Roman Catholic..... do	640 00	
Do	Indigent Sick..... Three Rivers	2240 00	
Do	London Hospital..... London	2100 00	
Do	Protestant Hospital..... Ottawa	1200 00	
Do	Roman Catholic Hospital..... do	1200 00	
Do	Sorel Hospital..... Sorel	320 00	
Do	St. Hyacinthe Hospital..... St. Hyacinthe	320 00	
		65290 00	
Do	Marine and Emigrant Hospital, Quebec.....	19783 00	
Do	Provincial Lunatic Asylum, Toronto, maintenance..... \$55295 00		
Do	do maintenance of U. Branch..... 7540 00		
		62835 00	
Do	Orillia Branch Asylum, maintenance..... \$13167 00		
Do	Do additions and repairs..... 500 00		
		13667 00	
Do	Malden Asylum, maintenance..... \$24500 00		
Do	Do pony engine, additions and repairs..... 1000 00		
		25500 00	
Do	St. John's Asylum, maintenance and repairs..... 13000 00		
Do	Beauport Asylum, Quebec..... 63000 00		
Do	Shipwrecked Mariners..... 600 00		
		263675 00	
<i>Geological Survey.</i>			
To meet expenses of the Geological Survey of the Province, in the year 1863.....			15000 00
<i>Arts, Agriculture and Statistics.</i>			
Aid to the Board of Arts and Manufactures, U. and L. Canada, at \$2000 each.....	4000 00		
Publication of Specification and Drawing of Patents.....	1400 00		
			5400 00
<i>Agricultural Societies.</i>			
Aid to Boards of Agriculture, Upper and Lower Canada, at \$4000 each.....	8000 00		
			8000 00
M I L I T I A.			
Deputy Adjutant General for Lower Canada.....	\$2240 00		
Do Upper Canada.....	2000 00		

Estimate of the Services for which a vote of the Legislature is required.

SERVICE.	Amount.	Total.
	\$ cts.	\$ cts.
Chief Clerk and Accountant	\$2000 00	
Assistant do	1200 00	
One Clerk	1200 00	
One Clerk	1000 00	
Five Clerks, at \$500 each	2500 00	
Messenger \$400, Assistant do and Laborer \$365	765 00	
	12905 00	
Eight Storekeepers of Provincial Armouries, at \$300 each	2400 00	
Rent of Armouries, care of Arms and pay of care-takers and Storemen of Armouries, including Fuel for Armouries	20000 00	
	22400 00	
Contingent Expenses for Stationery, Printing, repairing Arms, &c., transport of Arms, Clothing and Stores, and all other incidental expenses of the Militia		31600 00
<i>Drill Instructors.</i>		
Pay of 130 Drill Instructors	\$46000 00	
Add for transport of do	15333 00	
	61333 00	
<i>Brigade Majors.</i>		
Twenty Brigade Majors	12000 00	
Do 50 cents a day each in lieu of forage for a horse	3650 00	
Do travelling expenses, stationery, postages	12000 00	
	27650 00	
Allowance in lieu of clothing to 110 Uniformed Corps, at 55 men per Company, 6050 men, at \$6 per man		36300 00
Ammunition; Bill of the Imperial Government for the seven Field Batteries of 1862		3181 00
<i>Small Arm Ammunition for 1863.</i>		
Twenty thousand men at 60 rounds ball, 1,200,000, at \$15 per 1000 ...	\$18000 00	
Twenty thousand men at 40 rounds blank, 800,000, at \$7 per 1000	5600 00	
Two million Percussion Caps at 90-cents per 1000	1800 00	
	25400 00	
Great Coats		25739 00
Accountments		112000 00
For the erection of Drill Sheds and Armouries		20000 00
For Prizes for Drill and Target Practice		2000 00
		380508 00
<i>Clothing.</i>		
Twenty thousand Shaksos, Tunics and Trowsers, at \$10 each suit	\$200000 00	
Deduct balance of Estimate of 1862, viz:—		
Vote of 1862	\$250000 00	
Expenditure of 1862	\$98444 00	
Additional amount paid and to be paid } for 1862	23000 00	121444 00
		128556 00
		71444 00
Compensation to Pensioners in lieu of land		10167 81
		462119 81
<i>Emigration.</i>		
Grosse Isle		6000 00
Salaries and Expenditure of Agents in Canada		16000 00
Cost of Mr. Buchanan's Mission to England and consequent expenses thereon ...		5000 00
Emigration Expenditure		20000 00
		47000 00
Less authorized by Con. Stat. Canada, Cap. 10, Schedule B		3008 83
		43991 17
<i>Pensions.</i>		
Samuel Waller, as late Clerk of Committees to the Legislative Council; Lower Canada	\$400 00	
John Bright, as late Messenger to do	80 00	
Louis Gagné, do to Legislative Assembly, L.C.	72 00	
		552 00
G. B. Faribault, as late Assistant Clerk, Legislative Assembly	1600 00	
Mrs. Catherine Antrobus	800 00	
Mrs. Charlotte McCormick	400 00	
Pierre Bouchard, for wounds received in the Public Service	100 00	
Jacques Brien; do do	80 00	
		2980 00
		5532 00

Estimate of the Services for which a vote of the Legislature is required.

SERVICE.	Amount.	Total.
<i>Indian Annuities.</i>		
New Indian Annuities.....	\$ cts. 4400 00	\$ cts. 4400 00
<i>Public Works and Buildings.</i>		
Welland Canal; Continuation of contract, deepening Lake Erie level.....	20000 00	
Rideau Canal; Repairs at Black Rapids and other necessary repairs.....	10000 00	
Ottawa Works; Improvements on River du Moine, for Slides and Booms.....	8850 00	
St. Maurice Works; Improvement and purchase of land.....	5000 00	
Inland Lake and River Lights; Works of protection and extraordinary repairs and purchase of lands.....	5000 00	
Pier at Chantry Island, Lake Huron.....	5500 00	
Ottawa Buildings, additional.....	100000 00	
For building a Gaol and Court House at Sault Ste. Marie.....	8000 00	
Governor's Residence at Spencer Wood, rebuilding Conservatory and additional works.....	4000 00	
Completion of Quebec Gaol (from Building and Jury Fund).....	15500 00	
Repairing Kamouraska Gaol, do.....	8000 00	
Toronto Gaol (from U. C. Building Fund).....	18000 00	
Arbitrations.....	20000 00	
Survey and Exploration of route for the Intercolonial Railway.....	10000 00	
		237850 00
<i>Rents and Repairs.</i>		
Rents and Repairs for 1863.....	20000 00	
To meet balance payable on Catarqui property.....	8000 00	
		28000 00
<i>Roads and Bridges.</i>		
Colonization Roads, Upper Canada.....	25000 00	
Do Lower Canada.....	25000 00	
For the St. Lawrence and New Brunswick Road, by the Metapedia, for Military defence.....	15000 00	
Temiscouata Road.....	3000 00	
Towards repairing road across Indian Reserve at Caughnawaga.....	1500 00	
		69500 00
<i>Ocean and River Steam Service.</i>		
Tug Service between Montreal and Kingston.....	16000 00	
Provincial Steamers.....	20000 00	
		36000 00
<i>Lighthouses and Coast Service.</i>		
Trinity House, Quebec, Salaries as per detailed Estimates.....	15970 00	
Beacons, Buoys and Lights do.....	26606 00	
Do Montreal, Salaries and Contingencies do.....	42576 00	
Inland Lake and River Lights.....	19100 00	
Salaries of two Keepers of Depôts for provisions at Anticosti, for the relief of Shipwrecked persons, for 1863, at \$200 each.....	400 00	
Salary of Harbor Master at Gaspé.....	\$50 00	
Do do Amherst.....	50 00	
		100 00
Allowance to Pierre Brochu, for residing at Lake Metapedia, on the Kempt Road, to assist travellers thereon.....	100 00	
Do to Marcel Brochu, do at Petit Lac, do.....	100 00	
Do to Jonathan Noble, do at La Fourche, do.....	100 00	
Do to Thomas Erans, do at Assametquagan, do.....	100 00	
		400 00
Proportion of the expenses of keeping up Lighthouses on the Isles of St. Paul and Scatterie, in the Gulf.....	2500 00	
		107076 19
<i>Culling Timber.</i>		
Supervisor of Cullers' Office.....		68000 00
<i>Fisheries.</i>		
Bounties.....	10000 00	
Lower Canada.....	9800 00	
Upper Canada.....	5500 00	
		25300 00
<i>Railway and Steamboat Inspection.</i>		
Railway.....	4685 00	
Steamboat.....	7500 00	
		121857 00

Estimate of the Services for which a vote of the Legislature is required.

SERVICE.	Amount.	Total.
<i>Miscellaneous.</i>		
Aid to British and North American Association.....	\$ 1000 00	
For subscription to and advertising in the Official Gazette.....	5000 00	
For Postages of Official Gazette.....	800 00	
For Miscellaneous Printing.....	8000 00	
To meet Miscellaneous Expenses of the Public Service.....	6000 00	
Expenses of Commissioners appointed to enquire into matters connected with the Public Service, under Con. Stat., Cap. 13.....	20000 00	
Shipping Master's Office.....	1400 00	
Gratuity to widow of late A. F. Mickle, P.M., at Stratford.....	800 00	
Do to two sisters of late Mr. Panton, Ocean Mail Clerk, at \$200 each.....	400 00	
Do to William Hoople, for discovering Steamboat Channel in Long Sault...	400 00	
		43800 00
<i>Expenses Collecting Revenue.</i>		
Customs.....	330000 00	
Excise.....	35000 00	
Post Office, inclusive of \$110,000 now payable to Railways.....	405000 00	
Public Works, maintenance.....	\$126400 00	
repairs.....	77800 00	
collection and miscellaneous.....	27000 00	
		231200 00
Territorial Surveys, Upper Canada.....	\$45000 00	
Do Lower Canada.....	32000 00	
	77000 00	
Commissions, Inspections, Advertising and other Contingent Expenses of the Crown Land, Woods and Forests, and Ordnance Lands ...	83000 00	
	160000 00	
To make good the expenditure incurred during the year 1862, as detailed in Statement No. 61, Part II. of the Public Accounts laid before the Legislature.....		1161200 00
		189606 27
Total.....		\$3918554 37

STATEMENT shewing the details of certain Services for which a vote of the Legislature is required, as per Estimates of the year 1863.

SERVICE.	Amount.	Authority.	Amount.	Total estimated expenditure.
	\$ cts.		\$ cts.	\$ cts.
CIVIL GOVERNMENT.				
<i>Governor General</i>		Con. Stat. Cap. 10...		31111 07
<i>Civil Secretary's Office</i>		do	6144 00	
		Estimates	1260 00	7404 00
<i>Provincial Secretary's Office.</i>				
Provincial Secretary		Con. Stat. Cap. 10...	4638 89	
Assistant Secretary, East	2840 00			
Do West	2600 00	do Cap. 11...	5440 00	
Clerks, 1 at	2000 00			
Do 1 at	1610 00			
Do 2 at \$1400 each	2800 00			
Do 3 at 1360 each	4080 00			
Messengers, 2 at 495 each	990 00			
Office Keeper, 1	416 78			
Clerk of Archives	730 00			
Do to Board of Examiners	200 00	Estimates	12826 76	22905 65
<i>Provincial Registrar's Office.</i>				
Deputy Provincial Registrar		Con. Stat. Cap. 11...	1810 00	
Clerks, 1 at	1610 00			
1 at	1060 00			
2 at \$800 each	1600 00			
1 at	912 50			
Messenger	495 00	Estimates	5677 50	7487 50
<i>Receiver General's Office.</i>				
Receiver General		Con. Stat. Cap. 10...	5000 80	
Deputy do	2600 00			
Bookkeeper	1610 00	do Cap. 11...	4210 00	
Clerks, 3 at \$1600	4800 00			
1 at	1400 00			
2 at 1360	2720 00			
1 at	1260 00			
2 at 912 50	1825 00			
Office Keeper, 1 at	500 00			
Messenger, 1 at	365 00	Estimates	12870 00	22080 00
<i>Finance Department.</i>				
Minister of Finance		Con. Stat. Cap. 10...	5000 00	
Deputy Inspector General	2906 67			
Chief Clerk	1800 00			
Bookkeeper	1600 00	do Cap. 11...	6306 67	
Acting Deputy Inspector General	2600 00			
One Bookkeeper	1600 00			
Clerks, 1 at \$1360, & 1, 4 months at do, \$453.33	1813 33			
3 at 1200	3600 00			
1 at	1000 00			
2 at \$920 each	1840 00			
1 at	500 00			
Office Keeper	500 00			
Messenger	450 00			
Clerk of Quebec Fire Loan	1000 00	Estimates	14903 33	26210 00
<i>Customs Branch.</i>				
Commissioner		Con. Stat. Cap. 11...	2600 00	
Assistant do	2000 00			
Clerks, 1 at	1600 00			
4 at \$1300 each	5440 00			
2 at 1060 each	2120 00			
1 at	800 00			
1 at	500 00			
Messenger	450 00	Estimates	12910 00	15510 00

Civil Government.—Continued.

S E R V I C E.	Amount.	Authority.	Amount.	Total.
<i>Audit Branch.</i>				
Auditor.....	\$ cts. 2600 00		\$ cts. 2600 00	
Bookkeeper.....	1800 00	Con. Stat. Cap. 11...	4200 00	
Clerks, 1 at.....	1360 00			
1 at.....	1320 00			
2 at \$1060 each.....	2120 00			
1 at.....	800 00			
Messenger.....	240 00	Estimates.....	5840 00	
<i>Executive Council Office.</i>				
President of the Council.....		Con. Stat. Cap. 10...	5000 00	
Clerk do.....	2600 00			
Confidential Clerk (part).....	1940 00	do Cap. 11...	4440 00	
Do (balance).....	180 00			
Clerks, 1 at.....	1600 00			
2 at \$1400 each.....	2800 00			
1 at.....	1100 00			
1 at.....	800 00			
1 at.....	500 00			
Housekeeper.....	600 00			
Messengers, 2 at \$492 each.....	984 00			
1 at.....	300 00	Estimates.....	8844 00	10040 00
<i>Department of Public Works.</i>				
Commissioner.....		Con. Stat. Cap. 10...	5000 00	
Deputy do.....	4000 00			
Less chargeable to Railway Inspection Fund.....	2000 00	do Cap. 28...	2000 00	
Do (additional).....	200 00			
Secretary.....	2400 00			
Chief Engineer.....	3240 00			
Assistant do.....	2400 00			
Bookkeeper.....	1610 00			
Architect.....	1800 00	do Cap. 11...	11650 00	
Assistant Bookkeeper at \$3.60 per day.....	1314 00			
Lo.....	1400 00			
Clerks, 1 at.....	1530 00			
1 at.....	1400 00			
1 at.....	1200 00			
2 at \$980 each.....	1960 00			
1 at.....	800 00			
1 at \$2.00 per day.....	730 00			
1 at 1.50 per day.....	547 50			
Office Keeper.....	500 00			
Messengers, 2 at \$450 each.....	900 00			
<i>Engineering Branch.</i>				
Draughtsmen, 1 at \$3.00 per day.....	1095 00			
3 at 2.50 each per day.....	2737 50			
Assistant Engineer at \$1600 per year, from 1st February.....	1486 67			
Clerks, 1 at.....	800 00			
1 at \$2.00 per day.....	730 00			
1 at 1.00 per day.....	365 00			
Messenger, 1 at.....	365 00	Estimates.....	19846 67	38490 67
<i>Department of Minister of Agriculture.</i>				
Minister of Agriculture.....	5000 00			
Clerks, 1 at.....	1610 00			
1 at.....	1440 00			
1 at.....	940 00			
1 at.....	900 00			
1 extra at \$3.00 per day.....	1095 00			
1 do 2.00 per day.....	730 00			
Housekeeper.....	500 00			

Civil Government.—Continued.

S E R V I C E.	Amount.	Authority.	Amount.	Total.
	\$ cts.		\$ cts.	\$ cts.
<i>Department of Minister of Agriculture.—Con'd.</i>				
Messenger, \$450; Wood-Cutter, \$425.....	875 00	Estimates	13090 00	13090 00
<i>Postmaster General's Department.</i>				
Postmaster General		Con. Stat. Cap. 10...	5000 00	
Deputy do	2600 00			
Accountant	2000 00			
Secretary	1800 00			
Cashier	1600 00			
Superintendent Money Order Branch	2200 00	do Cap. 11...	10200 00	
Clerks, 6 at \$1360 each.....	8160 00			
1 at	1240 00			
1 at	1200 00			
2 at \$1060 each.....	2120 00			
1 at.....	940 00			
1 at.....	900 00			
3 at \$800 each	2400 00			
1 at	760 00			
2 at \$640 each.....	1280 00			
4 at 600 each.....	2400 00			
5 at 500 each.....	2500 00			
Messenger	500 00	Estimates	24400 00	29600 00
<i>Attorney and Solicitor General, East.</i>				
Attorney General.....	5000 00			
Solicitor General	3000 00			
Permanent Clerk, Crown Law Department(part)	1200 00	Con. Stat. Cap. 10...	9200 00	
Do do		Act 18 Vic. Cap. 89	240 00	
Do (additional)	760 00			
Clerk, 1 ut	1200 00			
Messenger	450 00	Estimates	2410 00	11850 00
<i>Attorney and Solicitor General, West.</i>				
Attorney General	5000 00			
Solicitor General ..	3000 00	Con. Stat. Cap. 10...	8000 00	
Chief Clerk	1800 00			
One Clerk.....	700 00			
Agent at Toronto.....	400 00			
Messenger	450 00	Estimates	3350 00	11350 00
<i>Crown Lands Department.</i>				
Chief Commissioner		Con. Stat. Cap. 10...	5000 00	
Assistant do	2600 00			
Deputy Surveyor General	2400 00			
Accountant	1610 00			
Superintendent of Woods and Forests (part)...	1400 00			
Draughtsmen, 4 at \$1200 each (part)	4800 00			
1 at.....	1080 00			
1 at	1160 00			
1 at	1060 00			
1 at	1040 00			
1 at	912 50	Con. Stat. Cap. 11...	18062 50	
<i>Additional Salary to Superintendent of Woods and Forests</i>	200 00			
Do to 3 Draughtsmen.....	680 00			
Clerks, 3 at \$1610 each	4830 00			
1 at	1600 00			
1 at	1440 00			
6 at \$1360 each	5440 00			
1 at	1280 00			
2 at 103 0 each	2160 00			
7 at 1060 each	7420 00			
1 at	1050 00			
1 at	980 00			

Civil Government.—Continued.

SERVICE.	Amount.	Authority.	Amount.	Total.
<i>Crown Lands Department.—Continued.</i>				
Clerks, 1 at	\$ 940 00		\$ cts.	\$ cts.
3 at \$912.50 each	2737 50			
1 at	760 00			
7 at \$2.50 each per day.....	6387 50			
8 at 2.00 each per day.....	5840 00			
Office Keeper.....	500 00			
Two Messengers at \$450 each.....	900 00			
One do at	416 00	Estimates	45561 00	68623 50
<i>Indian Branch.</i>				
Deputy Superintendent.....	2000 00			
Chief Clerk.....	1400 00			
Accountant	1400 00			
One Clerk.....	730 00			
One Clerk at \$2.00 per day	730 00			
Messenger	240 00			
Housekeeper	60 00	Estimates		6560 00
<i>Contingencies of Public Departments</i>		Con. Stat. Cap. 10...	30000 00	
		Estimates	60000 00	90000 00
				90000 00
Total Civil Government				\$440596 39
RECAPITULATION.				
Amount authorized by Con. Stat. Cap. 10.....	\$119093 96			
Do by Con. Stat. Cap. 11.....	68919 17			
Do by Act 18 Vic. Cap. 89	240 00			
Do by Con. Stat. Cap. 28.....	2000 00			
Estimates			190253 13	
			250343 26	
Total			\$440596 39	

ADMINISTRATION OF JUSTICE—EAST.

SERVICE.	Amount.	Authority.	Amount.	Total.
<i>Court of Queen's Bench.</i>	\$ cts.		\$ cts.	\$ cts.
Chief Justice.....	5000 00			
Four Puisné Judges at \$4000 each.....	16000 00	Con. Stat. Cap. 10...	21000 00	
<i>Superior Court.</i>				
Chief Justice.....	5000 00			
Eight Puisné Judges at \$4000 each.....	32000 00			
Six do 3200 each.....	19200 00			
Three do 2800 each.....	8400 00	do ...	64600 00	85600 00
<i>Court of Vice-Admiralty.</i>				
Judge.....		Con-Stat.L.C.Cap.93	2000 00	
Marshal.....	333 33			
Registrar.....	666 67	Con- Stat. Cap. 10...	1000 00	
<i>Criminal Prosecutions</i>		Estimates		3000-00
<i>Circuit Allowances</i>		{ Con. Stat. Cap. 10	6200 00	8000-00
		{ Estimates	2000 00	
				8200 00
<i>Sheriffs' Salaries</i>	19000 00	{ Estima'd Receipts		
<i>Prothonotaries' do</i>	92000 00	{ of Law Fee Fund	75000 00	
<i>Court of Appeals do</i>	6650 00	{ Con. Stat. L. C.		
		{ Cap. 93, Deficit..	42650 00	117650 00
<i>Contingencies of Sheriffs</i>		Estimates	72000 00	
do of Prothonotaries.....		do	12000 00	
<i>Physicians to Gaols, Salaries</i>		do	2500 00	
<i>Coroners, Salaries and Contingencies</i>		do	12500 00	
<i>Interpreters to Court, Salaries</i>		do	700 00	99700 00
<i>Keepers of Courts and Court Houses</i>		{ C.Stat.L.C.Cap.93	9800 00	
		{ do 79	100 00	8900 00
<i>High Constables</i>		Estimates		3700 00
MISCELLANEOUS.				
Revision and preparing Jury Lists.....		Con Stat. L.C. Cap. 84	2600 00	
Sundry disbursements.....		Estimates	4500 00	7100 00
Total				\$341850 00
RECAPITULATION.				
<i>Expenditure:—</i>				
Authorized by Con. Stat. Cap. 10.....			92800 00	
Do do L. C. Cap. 93.....			10800 00	
Do do Cap. 79.....			100 00	
Do do Cap. 84.....			2600 00	
Do do Cap. 93, Deficit of Fee Fund.....			42650 00	148950 00
Estimate of Receipts of Law Fee Fund, L. C., for 1863.....				75000 00
Estimated to meet Contingent Expenses of Administration of Justice, viz:—				
Criminal Prosecutions.....			8000 00	
Circuit Allowances.....			2000 00	
Contingencies of Sheriffs.....			72000 00	
Contingencies of Prothonotaries.....			12000 00	
Physicians to Gaols.....			2500 00	
Coroners.....			12500 00	
Interpreters to Courts.....			700 00	
High Constables.....			3700 00	
Miscellaneous.....			4500 00	117900 00
Total				\$341850 00

ADMINISTRATION OF JUSTICE—WEST.

S.E.R.V.I.C.E.	Amount	Authority.	Amount	Total
	\$ cts.		\$ cts.	\$ cts.
<i>Court of Error and Appeal.</i>				
Presiding Judge		Act.25 Vic. Cap. 18		185 18
<i>Court of Chancery.</i>				
Chancellor	5000 00			
Two Vice-Chancellors.....	8000 00			
Master in Chancery (part).....	2000 00			
Clerk to do do	500 00			
Registrar do do	1600 00			
Clerk to do do	500 00			
		C'n.Stat.U.C.Cap.12	17600 00	
Master in Chancery (percentage)	240 00			
Clerk to do do	200 00			
Registrar do do	240 00			
Clerk do do	200 00			
		Act 18 Vic. Cap. 89	880 00	
Clerk to Master (balance).....	300 00			
Clerk to Registrar do	300 00			
Chief Clerk	1600 00			
Clerks, 1	750 00			
4 at \$500 each.....	2400 00			
2 at 500 each.....	1000 00			
Usber	450 00			
Messenger	450 00			
		Estimates	7200 00	
Contingencies.....		C'n.Stat.U.C.Cap.12	4000 00	29680 00
<i>Court of Queen's Bench.</i>				
Chief Justice.....	5000 00			
One Puisné Judge	4000 00			
One do (broken period).....	3799 99			
		C'n.Stat.U.C.Cap.10		12799 99
<i>Court of Common Pleas.</i>				
Chief Justice.....	5000 00			
Two Puisné Judges at \$4000 each.....	8000 00			
		Do		13000 00
<i>Court of Queen's Bench and Common Pleas.</i>				
C. C. Small (part).....	3000 00			
Senior Clerk, Office of do	1000 00			
Junior do do	600 00			
Clerk of the Crown and Pleas, Court of Common Pleas. (part).....	1600 00			
Senior Clerk in Office of do do do	1000 00			
Junior do do do do	600 00			
Clerk of the Process	1400 00			
		Do	9200 00	
C. C. Small (percentage).....	240 00			
Senior Clerk to do do	200 00			
Junior do do	150 00			
Clerk of Court Com. Pleas, do	240 00			
Senior Clerk do do	200 00			
Junior do do do	150 00			
		Act 18 Vic. Cap. 89	1180 00	
Increase of Salary to Junior Clerk, Court of Common Pleas	250 00			
Do do Court of Queen's Bench	250 00			
Contingencies, Court of Queen's Bench and Common Pleas	4250 00			
Do Court of Common Pleas	2500 00			
Clerk in Office of Clerk of the Process	400 00			
Contingencies of do	325 00			
Two Ushers and Criers at \$160 each.....	320 00			
Housekeeper and Messenger of Superior Courts	500 00			
		Estimates	8795 00	
Deputy Clerks of Crown and Pleas of the several Counties, Upper Canada.....		C'n.Stat.U.C.Cap.10	10000 00	29175 00

Administration of Justice—West.—Continued.

SERVICE.	Amount.	Authority.	Amount.	Total.
<i>Circuit Allowances:—</i>	\$ cts.		\$ cts.	\$ cts.
Judges, Courts of Q. Bench and C. Pleas		C'n.Stat. J.C. Cap. 10	6000 00	
Do of Court of Chancery		Estimates	2900 00	
				8900 00
<i>Criminal Prosecutions</i>		Estimates		9000 00
<i>Law Fees U. C., Con. Stat. U. C., Cap. 15</i>		Receipts, Estimate of	50000 00	
(County Attorneys, U. C.)		Deficit—Con. Stat.		
		U. C. Cap. 20	37000 00	
				87000 00
<i>Surrogate Court, Clerk of</i>		C'n.Stat. U.C. Cap 16		1600 00
<i>Administration of Criminal Justice</i>		do Cap. 120	110000 00	
Do Recorders' Courts		do Cap. 54	7500 00	
				117500 00
<i>Miscellaneous—not otherwise enumerated</i>		Estimates	4000 00	
<i>Salaries of Officials, new Dist. of Algoma:—</i>				
Judge	2000 00			
Sheriff	1000 00			
Clerk of the Peace	400 00			
Clerk of District Court and Deputy Clerk of Crown	500 00			
Stipendiary Magistrate, Dist. Nipissing	1200 00			
		C'n.Sta. U.C. Cap. 128	5100 00	
Allowance to Sheriff Jarvis for attend- ance at Court of Queen's Bench		do Cap. 10	112 00	
				9212 00
Total				\$318052 17
RECAPITULATION.				
<i>Expenditure:—</i>				
Authorized by Con. Stat. U. C. Cap. 10			51111 99	
Do do do 12			21600 00	
Do do do 16			1600 00	
Do do do 20			37000 00	
Do do do 54			7500 00	
Do do do 120			110000 00	
Do do do 128			5100 00	
				233911 99
Do Act 25 Vic. Cap. 18			185 18	
Do Act 18 Vic. Cap. 89			2060 00	
				2245 18
<i>Receipts, estimate of (Con. Stat. U. C. Cap. 15)</i>				50000 00
<i>Estimates, as detailed above</i>				31895 00
Total				\$318052 17

POLICE.

SERVICE.	Amount.	Authority.	Amount.	Total.
	\$ cts.		\$ cts.	\$ cts.
POLICE.				
<i>Quebec</i> —Salary of Judge of Sessions of the Peace.....	2400 00			
Pay of two Policemen.....	730 00			
Clothing of do and Contingencies	200 00			
<i>River Police—Quebec</i>		C. Stat. L. C. Cap. 102	3330 00	
		Estimates	11800 00	15130 00
<i>Montreal</i> —Salary of Judge of Sessions of the Peace	2400 00			
Do of Clerk.....	1095 00			
Pay of two Policemen.....	730 00			
Clothing of do and Contingencies	200 00			
<i>River Police—Montreal</i>		C. Stat. L. C. Cap. 102	4425 00	
		Estimates, (whereof \$3700 to be repaid by Harbor Com.)..	11200 00	15625 00
<i>Miscellaneous</i> —Pay of two Policemen at Sault Ste. Marie		C. Stat. U. C. Cap. 128		366 00
Total				\$31121 00
RECAPITULATION.				
<i>Expenditure</i> :—				
Authorized by Con. Stat. U. C. Cap. 128.....			366 00	
Do do L. C. Cap. 102.....			7755 00	8121 00
Estimates, { Towards which, Receipts from Tonnage		} Estimates.....		23000 00
{ Duties, Quebec.....	\$11000 00			
{ From Harbor Com., Montreal.....	3700 00			
	<u>\$14700 00</u>			
Total				\$31121 00

LEGISLATION.

S E R V I C E.	Amount.	Authority.	Amount.	Total.
<i>Legislative Council.</i>				
Salary of Speaker for broken period (part).....	\$ cts.	Con. Stat. Cap. 10...	\$ cts.	\$ cts.
Indemnity to Members and Mileage as per Estimates of Clerk of Legislative Council		do Cap. 3...	1766 66	
Salaries and Contingencies.....	91640 00		95200 00	
Less—Balance from last year.....	17200 00	Estimates, as detail- ed therein	74440 00	
				171406 66
<i>Legislative Assembly.</i>				
Salary of Speaker (part)		Con. Stat. Cap. 10...	2000 00	
Indemnity to Members and Mileage		do Cap. 3...	172000 00	
Salaries and Contingencies.....	224830 43			
Less—Balance from last year.....	6862 67	Estimates, as detail- ed therein	217967 76	
				391967 76
<i>Elections</i>		Con. Stat. Cap. 6...		53000 00
<i>General Expenses.</i>				
Commission for Codifying the Laws, L. C.	14800 00			
Salaries of three Assistant Judges, Superior Court.....	12000 00	Con. Stat. L. C. Cap. 2	26800 00	
Printing, Binding and Distributing the Laws..	24500 00			
Grant to Parliament Library	4000 00			
Salary of Clerk of the Crown in Chancery	1280 00			
Contingencies of do	600 00	Estimates	30350 00	
				57180 00
Total				\$673554 42
R E C A P I T U L A T I O N .				
<i>Expenditure:—</i>				
Authorized by Con. Stat. Cap. 2.....			26300 00	
Do do Cap. 3.....			267200 00	
Do do Cap. 10.....			3766 66	
Do do Cap. 6.....			53000 00	
				350766 66
Estimates, as detailed therein.....				322787 76
Total				\$673554 42

EDUCATION.

SERVICE.	Amount.	Authority.	Amount.	Total.
EDUCATION.	\$ cts.		\$ cts.	\$ cts.
Annual Grant for 1863	200000 00	Con. Stat. Cap. 26...	200000 00	
Additional Grant to Common Schools, C. E. and C. W.	160000 00			
{ Aid to Superior Education, L. C.	20000 00			
{ Aid to Superior Education, U. C.	20000 00	Estimates	200000 00	400000 00
Net available Income of Lower Canada Educa- tion Fund.....	125000 00	C'n. Stat. L. C. Cap. 15	125000 00	
{ Grammar School Income Fund, C. W.	10000 00	Act 47. Geo. 3, Cap. 46	10000 00	
{ Net Income of Grammar School Fund, C. W.	23000 00	C'n. Stat. U. C. Cap. 63	23000 00	45500 00
Salary of Chief Superintendent, C. E.	4000 00			
Do of Secretary	2000 00			
Do of Clerk of Statistics	1050 00			
Do of Corresponding Clerk and Assistant, Journal of Education	1050 90			
Do do do Instruction...	1000 00			
Do of First Copying Clerk.....	660 00			
Do of Second Copying Clerk.....	650 00			
Do of Messenger	375 00			
Contingencies	5000 00			
Expenses of the Library.....	1000 00			
For the purchase of Prize Books	1600 00	Estimates	18385 00	
Salary of Chief Superintendent, C. W.	4000 00			
Do of Deputy do	2200 00			
Do of Senior Clerk and Accountant	1200 00			
Do of Clerk of Statistics	1000 00			
Do of Corresponding Clerk	900 00			
Do of Assistant Clerk of Statistics	500 00			
Do of Messenger	300 00			
Contingencies.....	3000 00	Estimates	13100 00	31485 00
Total				\$476985 00
RECAPITULATION.				
Expenditure:—				
Authorized by Con. Stat. Cap. 26			200000 00	
Do do U. C. Cap. 63			23000 00	
Do do L. C. Cap. 15			12500 00	
Do Act 47 Geo. 3, Cap. 46.....			10000 00	
Do Estimates.....				245500 00
Total				231485 00
Total				\$476985 00

LIGHT HOUSES AND COAST SERVICE.

SERVICE.	Amount.	Authority.	Amount.	Total.
	\$ cts.		\$ cts.	\$ cts.
<i>Trinity House, Quebec.</i>				
Salary of Master	1200 00			
Do of Harbor Master .. .	1840 00			
Do of two Superintendents of Pilots	2400 00			
Do of Treasurer	1610 00			
Do of Clerk	1440 00			
Do of Bailiff	750 00			
Harbor Master's Office and Contingencies	5630 00			
Pension to John Lambly, late Harbor Master..	1100 00	Estimates	15970 00	
New Beacons	800 00			
Buoys	1882 00			
Lights, Portneuf	\$656 00			
St. Antoine	188 00			
Ste. Croix	428 00			
Pillar	1220 00			
Bellechasse	574 00			
Crane Island	860 00			
Light Ship	2615 60			
Grosse Island, Kamouraska ..	560 00			
Pilgrim	840 00			
Red Island	1640 00			
Green Island	1382 50			
Brandy Pots	550 00			
Biquet	1300 00			
Father Point	440 00			
Pointe des Monts	1335 00			
West Point of Anticosti	1425 00			
South-West Point of Anticosti	1450 00			
East End of Anticosti	1355 00			
Cap Rousier	1475 00			
Forteau	1635 00			
Belle Isle	1995 00	23924 10	Estimates	26606 10
<i>Trinity House, Montreal.</i>				
Salary of Master	625 00			
Do of Treasurer	1325 00			
Do of Water Bailiff	400 00			
Do of Messenger	400 00	Estimates	2750 00	
Salaries of 28 Light-Keepers for 34 Light-Houses and three Light-Vessels			4200 00	
Miscellaneous Expenditure			12150 00	
<i>Inland Lake and River Lights.</i>				
Repairs and Sundries	5600 00			
Supplies and their delivery	16400 00			
Salaries of Keepers and Superintendent	20000 00	Estimates		42000 00
			Total	\$193676 10

RETURN

To an Address of the Honorable the Legislative Council, dated 20th August, 1863, for information respecting cancelling of contract with Messrs. Edmonstone, Allan & Company.

By command,

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office, }
7th September, 1863. }

[Copy.]

MONTREAL, 28th January, 1863.

SIR,—I have this day received, from the Inspector of the Post Office here, the Receiver General's cheque on the Bank of Upper Canada for the quarter's subsidy till 1st January, under the Ocean Mail contract, for which cheque I was constrained to sign a receipt admitting that the payment is made under protest, and consenting that the Government may take measures for alleged breaches of contract.

That receipt was obtained from me under compulsion, as I was informed that unless I signed it, the money would not be paid to me; and I now again declare that no breaches of the contract have ever been made by me: that there is no ground whatever for the payment under protest, and that I do not, and will not, hold myself liable for the terms and conditions in which the receipt is written. I had to accept the money, and sign the receipt, in order that I might be able to meet the payments on the new steamer now building for the line.

(Signed,) H. ALLAN.

Honorable M. H. Foley,
Postmaster General,
Quebec.

[Copy.]

No. 276.

21st February, 1863.

SIR,—With reference to the various interviews had between you, the Attorney General for Upper Canada, and the Postmaster General, as to the terms on which your Company would be willing to enter into a new contract for the performance of the Ocean Mail service, I am directed by the Postmaster General to request that you will, at your earliest convenience, formally address him on the subject, stating such final proposition as you may have to offer.

(Signed,) W. H. GRIFFIN
D. P. M. G.

Hugh Allan, Esq., Montreal.

[Copy.]

MONTREAL, 2nd March, 1863.

DEAR SIR,—Will you be good enough to say to the Postmaster General that if the Government will let our contract run on to its termination, I will bind myself to build, and put into the service, as soon as the vessel can be built, another new steamship of equal power and dimensions to the "Peruvian," now building for us.

The service would then be performed by the new steamers

<p>"Peruvian," "Norwegian," "Hibernian," "Jura," and "Anglo-Saxon,"</p>	}	<p>This line would be unsurpassed in every respect.</p>
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leaving as spare steamers, to be used only when necessary, the

"Bohemian," "Nova Scotian,"
 "North American," and "Damascus."

The contract for the "Peruvian" is £82,000 sterling, and the new one might cost a little more, as prices have advanced.

Better to do this, and have the service performed in first-rate style, than spoil it by starvation.

I will enter into an engagement to carry out this, if it is agreed to, rather than a reduction.

Yours truly,

(Signed,)

HUGH ALLAN.

To W. H. Griffin, Esq.,
 Quebec.

[Copy.]

No. 283.

7th March, 1863.

SIR,—I beg to call your attention to the fact, that on the outward passage of the "Hibernian," shortly after leaving Merville, several bags of Mail matter were damaged by water entering through one of the after port-holes, which the Mail Officer states had not been properly secured before the commencement of the voyage.

(Signed,)

WM. WHITE,
Secretary.

Hugh Allan, Esq., Montreal.

[Copy.]

MONTREAL, 22nd April, 1863.

SIR,—I have the honor to request that payment may be made to me of the sum of \$104,000, being the amount of subsidy due me under the Ocean Mail Contract, for the Quarter ending 31st March.

(Signed,)

HUGH ALLAN.

The Honorable M. H. Foley,
 Postmaster General,
 Quebec.

[Copy.]

MONTREAL, 4th May, 1863.

SIR,—Owing to the unfortunate loss of the steamship "Anglo-Saxon," she will not be available for the mails on Saturday next, but as a temporary substitute for this trip only, I beg to place at your disposal the steamship "St. Andrew," which will be in

readiness on Saturday at Portland to receive them, and on board of which every accommodation for the mails and the mail officer will be provided.

(Signed,) HUGH ALLAN.

The Honorable M. H. Foley, &c., &c.,
Postmaster General.

[Copy.]

No. 325.

6th May, 1863.

SIR,—I have the honor to acknowledge, by direction of the Postmaster General, the receipt of your letter of the 4th instant, placing the steamship "St. Andrew" at the disposal of the Government for the conveyance of the mails from Portland to Liverpool, on the 9th instant, and I am in reply to say, that the Postmaster General can take no responsibility in the matter save to protest against your inability to provide at the proper time and place a suitable vessel for the conveyance of the mails.

The mails will be made up for dispatch as usual.

(Signed,) WM. WHITE,
Secretary.

Hugh Allan, Esq., Montreal.

[Copy.]

MONTREAL, 22nd June, 1863.

SIR,—I have the honor to propose that, owing to the unfortunate loss of the "Norwegian," the steamship "St. Andrew" shall take her place on Saturday next, the 27th instant, and convey the Mails for this trip only. During the short period that will elapse till the new steamer "Peruvian" takes her place on the Line, the service will be carried on by the "Hibernian," "North American," "Jura," "Nova-Scotian," "Bohemian," and "Damascus." We have also contracted for another new steamer, of size and power similar to the "Peruvian"; and no effort will be spared to keep the service in the highest state of efficiency.

(Signed,) HUGH ALLAN.

The Hon. O. Mowat,
Postmaster General,
Quebec.

[Copy.]

No. 356.

POST OFFICE DEPARTMENT, 23rd June, 1863.

SIR,—In reply to your letter of the 22nd instant, proposing that, owing to the unfortunate loss of the "Norwegian," the steamship "St. Andrew" shall take her place on Saturday next, the 27th instant, and convey the Mails for that trip only, I am directed to say that you must make such arrangements as will best discharge your responsibility.

With regard to the subsequent proceedings you advert to for the maintenance of the Line, I can only add, that it is the duty of this Department to see that every transmission of the Mails by your steamships is in accordance with the contract.

(Signed,) W. H. GRIFFIN.

Hugh Allan, Esq., Montreal, C.E.

[Copy.]

MONTREAL, 3rd July, 1863.

SIR,—I have the honor to request that payment may be made to me of the quarter's subsidy due on 30th June, under the Ocean Mail Contract.

The unfortunate losses we have lately met with render it necessary that the two large new steamers we are now building should be finished with all possible dispatch, and I therefore respectfully solicit an early payment of the sum now due (\$104,000.)

(Signed,) HUGH ALLAN.

The Honorable O. Mowat,
Postmaster General,
Quebec.

[Copy.]

MONTREAL, 18th July, 1863.

SIR,—I have the honor to acknowledge receipt this day, through the Department here, of the amount of the subsidy due me for the quarter ending 30th June, under the Ocean Mail contract, and to renew the objection I have from time to time recorded against the form of receipt I was compelled to give as being inconsistent with the facts of the case.

(Signed,) HUGH ALLAN.

The Honorable O. Mowat,
Postmaster General.

[Copy.]

No. 373.

POST OFFICE DEPARTMENT,
8th August, 1863.

SIR,—The Postmaster General has been informed that the packet from Quebec, of the 27th June last, landed all the mails for England at Merville, and from thence proceeded to Glasgow instead of to Liverpool, and he requests that you will be good enough to furnish him with an explanation of the circumstance.

(Signed,) WM. WHITE,
Secretary.

Hugh Allan, Esq., Montreal.

[Copy.]

MONTREAL, 10th August, 1863.

SIR,—In reply to your letter dated 8th inst., asking an explanation of the circumstances under which the Packet of 27th June, landed all the mails for England at Merville, and then proceeded to Glasgow in place of Liverpool, I have the honor to enclose copy of the letter of instructions on this point, addressed to the captain of the steamer, and copies of the communications sent to the agents of the line in Liverpool and Glasgow.

I have no information whatever of the action taken on the arrangements made in consequence of these letters.

I only know the fact that the steamers did go to Glasgow, and can but presume that the necessary arrangements were made in a satisfactory manner, by which all the English

mails were landed at Merville. I will, however, write and ascertain what was done if the Postmaster-General desires it.

(Signed), HUGH ALLAN.

Wm. White, Esq., Secretary.

[Copy.]

(Per "Africa," from Boston.)

MONTREAL, 23rd June, 1863.

Copy Extract.

Messrs. Allan Brothers & Co.,
Liverpool.

DEAR SIRS,—Owing to the loss of the "Norwegian," we have, with the permission of the Postmaster-General, substituted the "St. Andrew" as the mail steamer of this week. Her cargo, you are aware, is for Glasgow, but unless some arrangement is made to send forward the portion of the mails not usually landed at Derry, she will have to proceed first to Liverpool with them, and afterwards go round to Glasgow to discharge. We notify of this in advance, in order that you may have instructions waiting the Captain at Merville, directing him how to proceed.

(Signed), HUGH & ANDREW ALLAN.

[Copy.]

(Per "Africa," from Boston.)

MONTREAL, 23rd June, 1863.

Copy Extract.

Messrs. James and Alexr. Allan,
Glasgow.

DEAR SIRS,—The "St. Andrew" arrived at Quebec this morning at 6 o'clock, and the Postmaster-General has kindly consented that she shall take the mails this week—taking the place of the unfortunate "Norwegian."

The "St. Andrew" will not come to Montreal, but will load at Quebec the cargo previously engaged for her for Glasgow. We believe, however, that a portion of the mails are usually carried to Liverpool by the steamer, and unless arrangements are made to forward those mails otherwise, the steamer will have to go round to Liverpool with them. See therefore that a letter is waiting for the Captain at Merville on his arrival, directing him how to proceed and what to do with his mails, and take care that no delay is incurred, either with the mails or with the steamer.

(Signed), HUGH & ANDREW ALLAN.

[Copy.]

Copy Extract.

Captain KERR,
Steamship "St. Andrew,"
Quebec:

MONTREAL,
26th June, 1863.

SIR,—The Postmaster General has kindly consented that the mails of this week shall be sent by the steamer under your command, and we wish special care and attention to be devoted to them.

You will proceed with them direct to Loch Foyle, and there land such portion of them as the Post Office authorities may require. If no instructions reach you there to the contrary you will then proceed direct to Liverpool with the remainder of the mails, and after having landed them you will go round to Glasgow to discharge your cargo.

(Signed,)

HUGH & ANDREW ALLAN:

No. 378.

POST OFFICE DEPARTMENT,
14th August, 1863.

SIR,—In acknowledging the receipt of your letter of the 10th instant, transmitting copies of certain communications having reference to the omission of the packet of the 27th June to deliver the mails at Liverpool, I am directed by the Postmaster General to refer to the assumption in those communications that the employment of the "St. Andrew" for the conveyance of the Canadian mails was sanctioned by him, and to remind you that no such permission was given.

(Signed,)

Hugh Allan, Esq.,
Montreal, C. E.

WM. WHITE,
Secretary.

[Copy.]

No. 377.

POST OFFICE DEPARTMENT,
14th August, 1863.

SIR,—I have the honor, by direction of the Postmaster General, to transmit herewith, for your information, a copy of an Order in Council, approved by His Excellency the Governor General on the 13th instant.

(Signed,)

WM. WHITE,
Secretary.

Hugh Allan, Esq., Montreal.

Copy of a Report of a Committee of the Whole of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 13th August, 1863.

12th August, 1863.

The Committee, having taken into consideration the facts and circumstances set forth in the Report of the Postmaster General, and having also considered that the objects contemplated by the Legislature of Canada when it passed the Act 20 Vic., Cap. 9: "For the establishment of a weekly postal communication by steamers between this Province and the United Kingdom," and authorized a grant for that purpose of \$200,000 per annum, were not accomplished; and having further considered that the objects contemplated by the Legislature when it passed the Act 22 Vic., Cap. 5, authorizing an additional grant of \$216,000 annually to the said proprietors of the said Steamship Line, to enable them "to provide additional vessels, of greater power and size, and of a better class than those hitherto employed, and to perform more surely the services required of them in the maintenance of a weekly line of postal communication between this Province and the United Kingdom," have only been partially accomplished; and having further considered that the failure therein is and has been owing to the non-fulfilment of the stipulations and conditions of the said contract by the said contractors; and inasmuch as it was expressly agreed in and by the said contract, that it should be at the option of

the Government "of Canada to put an end to the contract and render the same null and void at any time should the terms and conditions thereof not be fairly fulfilled and carried out in their true and correct meaning, and that without being obliged to have recourse to law,"—the Committee advise that the said option be now exercised, and that the said contract, for the reasons and causes aforesaid, be declared null and void from and after the 1st day of April now next; that notice of such declaration be given to the said contractors forthwith; and that the Postmaster General be authorized to invite tenders, or take such other steps as he may find necessary to secure a sufficient weekly postal communication between Canada and the United Kingdom, after the said first day of April.

Certified.

(Signed,)

WM. H. LEE,
C. E. C.The Honorable
The Postmaster General, &c., &c.POST OFFICE DEPARTMENT,
Quebec, 12th August, 1863.

The subject of the Montreal Ocean Steamship Postal Service having been referred to the undersigned for a Report as to the particulars in which, so far as appears from the papers in this Department, the contract for the performance of the service would appear not to have been carried out by the contractor, the Postmaster-General has the honor to submit to His Excellency in Council the following statement :

The present agreement is dated the 6th April, 1860, and thereby (amongst other things which it does not seem material to set forth) the contractor, in effect, agreed to establish and keep up a regular line of steamers between Liverpool and Quebec or Montreal, once in every seven days, during the season of the navigation of the river St. Lawrence, and between Liverpool and Portland once in every seven days during Winter.

That these steamers should be first-class vessels, and should not (with the exception of the "Anglo-Saxon," "Canadian" and "North American," then belonging to the Contractor) be less than 2,300 tons, builder's measurement, and not less than 500 horse power, and should not be inferior in speed, comfort and power, to the "Bohemian," which also belonged to the contractor.

That the contractor should perform the service to and from Liverpool, and to and from Quebec or Montreal, during the Saint Lawrence navigation until its close every year, and make at least 26 trips from Liverpool to Quebec or Montreal during the Saint Lawrence navigation, and at least 26 trips from Quebec or Montreal to Liverpool, during the same time; that the communication between Liverpool and Portland should commence each year at the time of the close of the navigation of the Saint Lawrence, and continue till the opening thereof; that during that time the contractor should make weekly trips from Liverpool to Portland and weekly trips from Portland to Liverpool, so that during each year there should be a weekly service of 52 voyages both to and from America; that the Contractor should call with each of the steamers and receive and land the mails at such port in Ireland and in the Saint Lawrence, as the Postmaster-General might from time to time determine upon.

That one of the steamers should leave Liverpool and one should leave Quebec or Montreal once every seven days during the Saint Lawrence navigation season, and that one should leave Liverpool and Portland respectively also once every seven days, during the time when the navigation should be closed on the river St. Lawrence in the winter.

That the contractor should furnish and supply the steamers with sufficient fuel, stores and provisions, tackle, and all things necessary and needful to enable them to perform the voyages contracted for, and to secure the safety of the mails and passengers.

That the contractors should have at all times the command of a sufficient number of steamers, of the description aforesaid, to perform the trips so agreed upon; and that the time occupied by the steamers on the outward passage from Liverpool should not exceed fourteen days, and on the homeward passage should not exceed thirteen days, on an average of the trips performed every three months.

That the contractor should pay to the Receiver General for every trip not performed according to the contract a penalty of \$5,000, and should not be entitled to the payment for the trip or trips not made in proportion to the amount of the contract for the whole of the trips contracted for, and that it should be at the option of the Government of Canada to put an end to the contract, and render the same null and void at any time should the terms and conditions thereof not be fairly fulfilled and carried out in their true and honest meaning, and that without having been obliged to have recourse to law; but should the Government of Canada determine upon annulling the contract no penalty should be payable for the breach or any of the breaches for which the contract should be so annulled, nor should any penalty be incurred by any delay occasioned by shipwreck or other accident not arising from misconduct or from want of skill or foresight on the part of the contractor or his servants.

Having reference to these provisions in the contract, the Postmaster General has further to report that since this contract was entered into four of the mail vessels have been lost, all on this side of the Atlantic; two in 1861, on the voyage to Liverpool; and two in 1863, on the voyage to Quebec; namely, the "Canadian," on the 4th of June, 1861, after passing the Straits of Belle Isle; the "North Briton," in November of the same year, near Mingan, in the Gulf; the "Anglo Saxon" on the 27th April, 1863, near Cape Race; and the "Norwegian," on the 14th June, 1863, at St. Paul's Island.

An enquiry was instituted, by direction of the Board of Trade at Liverpool, respecting the loss of the first three of these vessels.

In regard to two of them the enquiry has been concluded.

The evidence relating to the third (the "Anglo Saxon") has been completed; but the finding of the Court upon it has not yet reached this country.*

The Government of Canada has hitherto taken no part in any of these enquiries.

The enquiries took place before Mr. J. T. Raffles, Stipendiary Magistrate, and Captain Harris, R. N., Nautical Assessor to the Board of Trade. Captain Baker, R. N., also Nautical Assessor to the Board of Trade, was likewise present on the enquiry respecting the "Anglo Saxon." All the enquiries were attended by the contractor, through his Law Agent. Accompanying this report will be found a copy of the evidence taken on these enquiries, and of the finding of the Court in the case of the "North Briton" and "Canadian," respectively, as given in the newspapers, no official copy being in possession of this Department.

Both these vessels, it will be observed, were lost on the Belle Isle route—the "Canadian," it appears, by coming into contact with ice, and the "North Briton" by running on the rocks in thick weather after a severe storm.

The mail officer was examined on the enquiry in the case of the "Anglo Saxon;" but with this exception the only witnesses examined on any of the enquiries have been the men and officers of the lost vessels.

Among the papers accompanying this Report is an extract, in reference to the loss of the "Anglo-Saxon," from a Report made to His Excellency the Governor of Newfoundland by Captain Orlebar, R. N., the able officer in charge of the Admiralty Newfoundland Survey:—"There seems reason for believing that other important evidence might be obtained in this country in reference to the loss of the 'Anglo-Saxon,' beyond what was laid before the court at Liverpool."

So in the case of the "Norwegian," it is apprehended that an enquiry in Liverpool confined to the testimony of witnesses who may happen to be in England, and unavoidably excluding evidence of all others, must be one sided and unsatisfactory.

The effect of these numerous shipwrecks has, no doubt, been most injurious to the Canadian route, so that it would probably have been to our advantage, commercially, not to have subsidized any line, rather than to have had a line whose operations have, from whatever cause, been so disastrous.

It further appears from the papers and documents in this Department, that, since the present contract was entered into, though the contractor has made the necessary number of trips every year, yet he has not made one trip between Liverpool and Montreal every seven between Liverpool and Portland during the winter, as required by contract.

* The finding of the Court in the case of the "Anglo Saxon" has been received since the passing of the Order in Council, and is annexed.

The apparent defaults under this head are set forth in a paper accompanying this Report, and are thirty-nine in number.

Some of these have arisen from the loss of vessels by shipwreck (which may, or may not, have been occasioned by the default of the contractor and of the persons in his employment,) and from the delay in getting other steamers to take the place of the shipwrecked vessels. Other instances of apparent default have arisen from the orders of the Post Office Department, and in some cases the default has arisen from the state of the weather; but in two or three instances, or perhaps more, the delay has had its origin in no cause contemplated in the contract as a ground of excuse, so far as the Postmaster General has been able to discover.

It will be observed that the contractor does not appear to have kept a steamer in reserve, to provide for accidents by shipwreck or otherwise.

Again, the average length of the passages from Liverpool for the three months ending in December, 1862, was sixteen days and three hours instead of fourteen days, as the contract stipulated for.

During the three months ending March of the present year, the average of the passages was fourteen days and thirteen hours, being thirteen hours in excess of the stipulated period.

Again, some of the trips have been performed by vessels which did not answer the requirements of the service.

Thus, the Cunard steamer "Palestine," of only 1,377 tons burthen, and only 260 horse power, conveyed the mails from Liverpool on the trip of the 16th May, 1860.

The "Melita," also a Cunard ship of 1,255 tons and 180 horse power, performed the service from Liverpool on the 13th June, 1861.

The "Palestine" again conveyed the mails from England on the 27th June, the 23rd August, and 8th November of the same year, and on the 28th February, 1861.

As the contract provides that two new vessels should be ready by the 1st January, 1861, there may, perhaps, have been an understanding that, until then, the contractor should be at liberty to use one or two inferior vessels on the line. The default of the 28th February, 1861, which was nearly two months after the new vessels were to have been ready, seems, from the contractor's explanations, to have arisen from the regular steamer having, on her previous trip, been delayed so long by the Post Office Department, that she could not be back in time for this trip.

Again, the steamer "St. Andrew," of the Glasgow line, conveyed the mails from Portland on the 11th May, 1863, in place of the "Anglo-Saxon" which was wrecked on the 27th April, and she again performed the mail service on the 27th June, to supply the place of the "Norwegian," which was wrecked on the 14th June, 1863.

The "Damascus" conveyed the mails from Liverpool on the trip of the 16th July, in consequence of the loss of the "Norwegian."

The "St. Andrew" and "Damascus" are vessels of about 1,400 tons only.

There are two instances in which the steamers did not land the mails in Ireland, as required by the contract.

The first was in the case of the "North American," which broke her shaft off the coast of Ireland on the 25th May, 1861, and in consequence landed her mails at Queenstown instead of Moville.

The "Anglo-Saxon" met with a similar accident on the 12th April, 1862, within one day's sail of Moville, and in consequence proceeded direct to Liverpool.

Again, the packet of the 27th June did not go to Liverpool, but landed the English mails at Moville, and thence proceeded to Glasgow, where her cargo was to be discharged.

The Postmaster General is informed by letter from the contractor, that he gave directions that the mails should be promptly forwarded from Moville, but no positive information has yet been received in Canada as to whether this was done.

Some of these irregularities of the contractor have been the subject of correspondence with the Department, though others of them do not appear to have been remarked upon; but, since the loss of the "Canadian," every receipt (commencing on the 15th August, 1861,) taken from the contractor on making payments on the contract, declares that the amount is paid by the Government under protest, and is received by the contractor subject to any action the Government may take for alleged breaches of contract. All the subsequent receipts are in the same form.

Besides, on the 13th November, 1861, a letter was addressed from the Department to the contractor, declaring that thereafter any employment by the Department of the contractor's ships for transporting the mails should be considered merely as a temporary employment of them, until enquiry was made into the causes which led to the loss of the "North Briton," and a decision was arrived at by the Government upon the alleged breaches of the contract on the part of the contractor, and that such employment should not, in any case, be taken as a waiver of any such breaches of contract.

All which is respectfully submitted.

(Signed,)

O. MOWAT,
Postmaster General.

BEING a List of Apparent Defaults in Sailing from Liverpool.

Date upon which vessel should have sailed.	Date of Actual Sailing.	Alleged reasons for delay, where they appear.
1862. 2nd Jan., 1 p.m. to 6 p.m., according to tide.....	1862. 3rd Jan., 1 p.m.....	Dense fog is said to have prevented "Hibernian" leaving.
18th Sept., do	19th Sept., 12.15 n.m.....	Cargo said to have shifted in dock and vessel lurched over, shipping a large quantity of water, which had to be pumped out.
1863. 15th Jan. do	1863. 16th Jan., 3 a.m.....	Dense fog said to have delayed departure of "Norwegian."

BEING a List of Apparent Defaults in Sailing from Quebec and Portland.

1862. 15th March, 1 p. m. to 6 p.m., according to tide.....	1863. 17th March, 11 a. m.....	Mails had not arrived ("Norwegian").
22nd March, do	23rd do 4.20 a.m.....	"North American."
19th April do	21st April, 4 p.m.....	Detained by order of Postmaster-Gen'l ("Hibernian").
1st Nov., 9 a.m. do	3rd Nov., 6.15 a.m.....	Steamer not ready ("North American"). Supposed reason, delay in getting in freight: All Saints' Day intervening, men refused to work.
8th Nov., do	11th do 7.30 a.m.....	"Norwegian," not ready.
1863. 10th Jan., 4 p.m., or on arrival of train about that time.....	1863. 11th Jan., 6 a.m.....	"Anglo Saxon," said to have been detained in Portland Harbor by snow-storm.
24th Jan., as above	25th do 1.45 a.m.....	"Jura."
7th Feb., do	9th Feb., 5.30 a.m.....	"Norwegian," detained by order of Postmaster-Gen-eral, for mails.
21st do do	22nd do 3 a.m.....	"North American."
7th March, do	8th March, 10.25 a.m.....	"Jura," detained for mails.
14th do do	15th do 6.30 a.m.....	"Hibernian," do
21st do do	22nd do 10 a.m.....	"Anglo Saxon" do
28th do do	9th do 5.30 a.m.....	"Norwegian," said to have been detained in Portland Harbor by snow-storm.
4th April, do	25th April, 9.40 a.m.....	Mails late, "Bohemian" detained.
18th do do	19th April, 9 a.m.....	"North American."
9th May, do	11th May, 5 a.m.....	"St. Andrew," Steamer not ready. (Loss of "Anglo Saxon").

LIST of the Trips from Quebec or Portland which occupied more than the stipulated Time

Name of Steamship.	Left Quebec or Portland.	Arrived at Liverpool.	Length of Passage.		Alleged cause of length of voyage.
			Days.	Hours.	
	1861.	1861.			
North American	May 18.....	June 3.....	14	0	Delay in this instance was caused by breaking steamer's shaft.
Anglo Saxon	Nov. 9.....	Nov. 23.....	14	0	No reason assigned.
Nova Scotian	do 23.....	Dec. 7.....	14	0	Steamship experienced very heavy weather and was supplied with bad coal.
	1862.				
Anglo Saxon	Dec. 21.....	Jan. 4.....	13	7	Very stormy weather. Machinery became disoaled
	1862.				
Bohemian	Jan. 18.....	Feb. 2.....	14	0	Weather very boisterous during entire passage.
Nova Scotian	Feb. 15.....	Mar. 1.....	14	0	No reason assigned. Fine weather.
Anglo Saxon	Mar. 29.....	April 16.....	18	18	Heavy weather during voyage. Steamer broke her shaft.
Nova Scotian	June 23.....	July 11.....	13	13	No reason assigned.
do	Nov. 22.....	Dec. 5.....	13	11	Stormy weather.
	1863.	1863.			
Anglo Saxon	Jan. 11.....	Jan. 24.....	13	11	Stormy weather.
Nova Scotian	do 7.....	do 31.....	13	10	do
do	Feb. 28.....	Mar. 14.....	13	22	No reason assigned.
St. Andrew	May 11.....	May 18.....	17	13	About the usual length of time occupied by this steamer.

LIST of the Trips from Liverpool to Quebec or Portland which were not made within the Time limited by the Contract.

Name of Packet.	Left Liverpool.	Arrived at Quebec or Portland.	Length of Passage.		Alleged cause of length of voyage.
			Days.	Hours.	
	1861.	1861.			
North Briton	May 18.....	June 3.....	15	8	Due to frequent breaking down of machinery.
Norwegian	July 18.....	do 3.....	18	3	On 29th July, Steamer went ashore on north side of
do	do	do 3.....	18	3	Anticosti: mails brought to Quebec by "United Kingdom."
North American	Nov. 21.....	Dec. 6.....	15	6	Strong westerly gales, with heavy sea, throughout the passage.
Anglo Saxon	do 28.....	do 16.....	17	10	Heavy weather off the coast of Ireland, and during the passage.
	1862.	1862.			
Hibernian	Jan. 3.....	Jan. 29.....	20	4	Called at St. John's, N. B., to land troops on 20th January. Very stormy passage.
North American	do 9.....	do 29.....	19	19	Very boisterous weather during entire passage.
Nova Scotian	April 24.....	May 10.....	15	14	Met and passed through a great deal of ice. Head winds the whole passage.
North American	Oct. 9.....	Oct. 31.....	21	14	Very stormy passage. Called at Sydney, C. B., for a supply of coal to complete the passage.
Bohemian	do 16.....	Nov. 9.....	21	3	Heavy gales. Called at Sydney, C. B., for a supply of coal to complete the voyage.
Norwegian	do 13.....	do 8.....	15	3	Stormy weather the whole passage.
Nova Scotian	do 30.....	do 15.....	16	3	do do
Anglo Saxon	Nov. 6.....	do 23.....	16	20	Stormy passage: considerable detention from thick fogs in the Gulf of St. Lawrence.
Jura	do 13.....	do 27.....	14	8	Heavy weather during the voyage.
Norwegian	Dec. 4.....	Dec. 19.....	14	16	do do
Bohemian	do 11.....	do 28.....	16	12	do do

LIST of the Trips from Liverpool to Quebec or Portland.—*Continued.*

Name of Packet.	Left Liverpool.	Arrived at Quebec or Portland.	Length of of Passage.		Alleged cause of length of voyage.
			Days.	Hours.	
Anglo Saxon	do 18.....	1863. Jan. 6.....	18	15	Compelled to put back to Liverpool twice by heavy weather. Encountered Steamship "John Bell" disabled, and laid by her 18 hours.
Nova Scotian	do 23.....	do 10.....	16	15	Strong westerly gales during the passage.
Norwegian	Jan. 16.....	1863. Feb. 1.....	16	16	Very stormy weather. Encountered a great deal of ice.
North American.....	do 29.....	do 16.....	17	19	Very stormy weather during the passage.
Nova Scotian	Feb. 5.....	do 23.....	17	6	Very stormy weather during the passage.
Norwegian	Mar. 5.....	Mar. 20.....	14	14	Very heavy weather: broke piston rod.
Bohemian.....	do 12.....	do 27.....	14	10	No reason assigned: fair weather.
Nova Scotian	do 19.....	April 4.....	15	21	First part of voyage very stormy.
North American	do 26.....	do 11.....	15	22	do do
Hibernian.....	April 2.....	do 18.....	15	10	do do Dense fogs prevailed in the Gulf.
North American	May 7.....	May 21.....	14	17	do do do

[Copy.]

MONTREAL, 20th August, 1863.

SIR,—I have the honor to acknowledge receipt of your letter dated 14th instant, transmitting copy of an Order in Council, passed on the 13th instant.

This Order, the effect of which is intended to cancel, after 1st April next, the contract entered into between the Government and myself for carrying the mails between Liverpool and Canada, from 1st April, 1860, to 1st January, 1867, appears to be founded on a Report of the Postmaster General, dated 28th July last, of which I have not received any copy; and as I am entitled to know the grounds of an Order affecting me so seriously, I beg that I may be favored with a copy of the Report in question.

I cannot acquiesce, but most emphatically protest against the reasons given in the Order in Council itself, as at all warranting this exercise of power. I can most truly say, that every effort has been made to perform the stipulations of the contract, and that "the terms and conditions thereof, have been fairly fulfilled and carried out in their true and honest meaning." I have not received any remonstrance or complaint from the Government as to any breach of our engagements, and whenever any suggestion has been made by the Government, it has been promptly and ungrudgingly met.

It is but too true that a number of serious accidents have occurred to vessels of the line, and no one can more deeply deplore them than I do.

If I, or the owners were in any way to blame for these disasters,—if they had arisen from any action or from any want of precaution on our part, I would submit to the action of the Government without one word of remonstrance. But I cannot for a moment admit that because, while struggling with a most difficult navigation and bound to make the passage within a given time, certain accidents have occurred, these accidents are in any way attributable to the contractor or owners of the vessels, and thereby the Government becomes warranted in cancelling the agreement. On the contrary, it is the interest of the owners that their vessels should always arrive safe. And the best proof of the dangerous character of the navigation is that the only other line of steamers sailing to the St. Lawrence has lost twice as many vessels in proportion to the number of trips made, as the contract line has lost.

I most confidently affirm and am prepared to substantiate that the vessels of our line do not excel in solidity of construction, or in means of insuring the safety and comfort

of the passengers, by any in existence. They are supplied with all the most improved modern compasses and other nautical instruments for determining the position of the ship, and no improvement has ever been made in anything connected with steamers that we did not at once avail ourselves of it, whatever the cost might be.

The masters appointed to command them are men of strict sobriety, whose whole lives have been spent at sea and in the navigation of the St. Lawrence. They possessed in a high degree the confidence of the public, and all of them have served as subordinate officers either in this or in other lines of steamers. Their pay is as high as in any vessels crossing the Atlantic except two or three of the oldest captains of the Cunard Line, who get extra remuneration.

The pay of the petty officers and sailors is the same as in the Cunard Line, and the men of the two lines are continually changing places. We make every effort to secure and we do get as reliable, steady, and trustworthy crews as can be had.

The owners are most anxious for an opportunity of proving that no blame whatever attaches to them in connection with these accidents; and the statement of the Assessors in the inquiry into the loss of the "Anglo-Saxon," that no better appointed vessel for the service she had to perform ever left the shores of Great Britain, and that the regulations of the Company for the safety of the steamers was everything that could be desired, is conclusive evidence on that point.

It would, however, be a matter of much satisfaction to me and the other owners, and we have the right to ask that the Government would appoint a commission of scientific men, in or out of the Province, uninfluenced by any local feeling or jealousy (from which we have already suffered too much), to enquire into the causes of these losses; and if, after a fair inquiry, it was found that they had occurred from any fault or want of due precaution on the part of the owners, we will cease to remonstrate on the subject of the contract.

We trusted to the faith of a solemn contract with the Government, ratified by Parliament, and we have sunk in the line a capital of more than two millions of dollars. We have now also (relying on the same faith) in process of construction two large new steamships, contracted for in view of the special service, of 2,600 tons each, the cost of which will be nearly one million of dollars more, thus making the capital invested in the line fully three millions of dollars.

This immense property will be to a great extent sacrificed by the loss of the contract, as vessels of great speed, built to carry mails, cannot successfully compete with ordinary freight steamers.

I repeat that the service we undertook to perform is by no means an easy one; that peculiar difficulties attend the route; that I desire and am entitled to obtain an inquiry to show that the ships are of the very best description; that they are provided and found complete with every requisite and all modern improvements; that they are commanded and manned by officers, petty officers and crews possessed of every qualification; that our rules and regulations for the management of the steamers have been framed with every possible regard to safety; and in short that no precaution has been neglected which the utmost anxiety and care on the part of any contractor could suggest, and that the losses which have arisen are due to causes for which no contractor can be held responsible.

I think the ground I take is a reasonable one. No Company could be expected to embark a large capital in an undertaking on the faith of a contract which might be abruptly terminated for other causes than those which imply fault or want of caution on the part of the company or contractor.

I defer any further observations until I receive a copy of the Postmaster General's Report, and I have purposely abstained from adverting to the heavy pecuniary losses which the accidents to steamers have entailed upon the owners, losses which would have discouraged many from carrying on the undertaking.

(Signed,)

HUGH ALLAN.

[Copy.]

Inquiry instituted by direction of the Board of Trade into the circumstances attending the Loss of the Montreal Ocean Steamship Company's Screw Steamer "Canadian," in the Straits of Belleisle, on the 4th June, 1861, during the voyage from Quebec to Liverpool.

On Tuesday afternoon, the 2nd, an enquiry, instituted under the auspices of the Board of Trade of Liverpool, was commenced into the circumstances attending the loss of the Montreal Ocean Steamship Company's Mail Screw Steamship "Canadian." The investigation was held before Mr. T. S. Raffles, the Stipendiary Magistrate of Liverpool, assisted by Capt. Harris, R. N., Nautical Assessor to the Board of Trade of that city.

The enquiry was conducted on behalf of the Government by Mr. Tyndall, Mr. Squarey, of the firm of Messrs. Duncan, Squarey and Blackmore, appeared on behalf of Messrs. Allan Brothers, the Liverpool Agents of the Montreal Ocean Steamship Company. Mr. Tyndall, in opening the case, said in the present enquiry he appeared on behalf of the Board of Trade, who had directed it to be held. It was an enquiry as to the loss of the screw steamer "Canadian," trading between the ports of Montreal and Liverpool, she having been lost in the Straits of Belleisle on the 4th of June last. Unfortunately, the ship alone was not lost, but there were also sacrificed the lives of thirty or thirty-four of the passengers and crew.

Of those who lost their lives on the occasion, nine were on the ship's articles; one, Mr. Pantou, was the Mail Officer, and the remainder were passengers on board. The steamer was launched in the spring of 1860; she made her first voyage between this port and Montreal, and had since continued trading between the two ports. She was commanded by a gentleman of great experience, he having been in the service and connected with the sailing of vessels between America and the United Kingdom for the last twenty-three years—Captain John Graham.

She was built of iron, and was 1,310 tons register.

Mr. Squarey explained that the "Canadian" was originally registered at Glasgow, but was subsequently transferred to Montreal. The certificate was lost in the ship, but he produced the Glasgow register, which was put in.

Captain Harris remarked that tons register gave a very imperfect idea of the dimensions of a ship.

Mr. Tyndall continued: It would appear she was 1,926 tons burthen and 400 horse-power. On the 26th of May, she left Montreal with a large number of passengers, and a large quantity of wheat, ashes, and general goods; with a crew of 96 hands, exclusive of the master; and 112 passengers, 51 of whom were cabin passengers. She proceeded to Quebec, there took on board the mails and some further cargo, and on the 1st of June sailed thence for her port of destination, Liverpool. The course which she took was through the Straits of Belle-isle; and on the night of the 3rd she was hove to off Amour Point. About 8 o'clock next morning she had proceeded through the Straits, and about 11 o'clock, or soon after on the 4th, she was a little to the southward of Belle-isle. In going through the Straits vast quantities of ice were met with, but not to such an extent as to prevent the Captain from picking his way safely through them; but when to the southward of Belle-isle on the 4th, in consequence of the quantities of ice met with, and a gale of wind springing up from the southward, the Captain thought it prudent to put back into the Straits to shelter himself; and the ship's head was accordingly put to the westward.

She was going at, as some of the witnesses would tell them, rather less than half speed. The ship struck upon a piece of ice on the port side, before the engine room, and in the space of a few minutes she filled with water and went down. He should have said the vessel was built in four compartments forward. There was no visible sign of any damage to the ship either inside or outside; but as the water rushed so rapidly into the forehold and steerage, it might be presumed that all the compartments, with the exception of the one before the engine-room, must have been seriously damaged by the contact with the ice, and became filled with water. The reason for this supposition was, that a minute or two previously to her entire disappearance she plunged forward with her bow under water, leaving the stern completely high and dry. In that position she remained for a few minutes, and then went

down altogether. It would appear that all the boats so far as he could learn were in a proper state, and were cleared away ready for the passengers and crew to get into, in order to save their lives. There were four boats on each side—those on the port side being Nos. 1, 3, 5, and those on the starboard Nos. 2, 4, 6 and 8. The boats were capable of holding 280 persons, supposing it was smooth water. No. 8 boat, which was the last on the starboard side; they would observe, was unfortunately capsized, and those persons who had got into it were all lost. It would, of course, be the duty of the Court to enquire into the especial cause of the loss of those lives. He would endeavour to make the enquiry as short as possible, and he thought it would be found to resolve itself into three or four points. The first would be, whether the ship was properly appointed in every respect when she left the Port of Montreal. Secondly, to enquire into the rules and orders—if the Company to whom the “Canadian” belonged had any such—as to going through the Straits on the first voyage for the summer season, because, in consequence of the quantity of ice which was to be found in the Straits in winter, no vessels went through them until the master or owner thought it sufficiently safe for them to do so. By taking that course there was a day’s sailing saved on the voyage to Liverpool, and it was also considered by masters safer to take that course for other reasons, namely, the Straits were not so much crowded by other ships and fishing vessels, and were not so much frequented by fogs as on the route round Cape Ray.

The next point to consider was whether there was a proper look-out kept—but that would not be very important, because the Captain would state that he was upon the bridge during the whole of the night preceding the accident, and during the morning until the occurrence of the accident. Next came the question of how the lives were lost—whether it was through the fault of those on board, or whether it was from improper machinery or tackle in adjusting or lowering the boats. All papers belonging to the ship were lost, and none of the passengers or crew saved anything except that which they had upon them. Signals of distress were displayed; some French vessels which were in the offing saw them, bore down upon the boats which had left the ship, and took the survivors out of the boats and conveyed them to St. John’s, Newfoundland. Mr. Tyndall concluded by explaining the nature of the evidence, which he would adduce.

John Graham, Master of the “Canadian,” deposed as follows:—I have been master of the “Canadian” since March, 1860. I have been a master since March, 1838, with the exception of the years when I served as chief mate in this company. I hold a certificate of competency, which was lost in the vessel. It was taken out in March, 1851. During the time I have been master I have been trading between the United Kingdom and the Gulf of St. Lawrence. We take the route through the Straits of Belleisle from June to November in each year. On my last voyage, previously to leaving Montreal, the owners and myself consulted as to going through the Straits, as to the expediency of taking that passage. It was in consequence of the outward steamer not having arrived that I and the owners consulted together. We took in at Montreal a general cargo. Our crew consisted of 97 all told. The vessel was well found in every respect. To the best of my knowledge we had 112 passengers. She drew 22 feet 6 inches forward and 21 feet aft. She was heavier laden than she would have been in winter. She would be more deep forward in consequence of the coal being used. We had eight boats. We lowered them with tackles; four of them were fixed with W. Clifford’s patent lowering apparatus,—Nos. 1, 2, 5 and 6, the others,—3, 4, 7 and 8, were fitted with common tackle. I had examined the ship myself, and to the best of my knowledge there were six compartments—two of which came up to the spar deck. She left Montreal on the 28th of May and proceeded to Quebec and took in mails, passengers and coal, and left the latter port on the first of June, and having the same crew, to the best of my knowledge. It was about half past eight on the night of the 3rd June when we arrived off Point Amour, passed a light about nine or ten miles; the water was pretty free from ice; about 9 30 it was getting dark and hazy, I came up to the cry “Ice ahead,” turned the ship’s head towards the light, through the clear water, and dodged her about till morning. At daylight on the morning of the 4th I proceeded through the Straits. The wind was beginning to blow hard from the South. We passed a large iceberg and patches of field ice, but the sea was sufficiently clear to get through without difficulty. From eight the night before till this time I was on the bridge. About 8 30 a.m. we were about abreast of Belle-isle. The wind from the South-West had increased to a

gale. About 9 30 we came up to heavy field ice, closely packed. We had been going half speed till we saw the ice, when we stopped altogether and turned her head to the Westward, steaming slowly. After steaming slowly for an hour and a-half, I had to pass through a narrow passage, between heavy ice on the starboard side and what appeared to be a light patch of ice on the port side. In passing the ice on the port side it scratched along the port bow for about sixty feet. The concussion was very slight, and I had no apprehension of any damage. She was going at the rate of about four or five miles an hour, and proceeded at the same speed. Shortly after the concussion, a fireman came to the bridge and said he heard water rushing under his room forward on the port bow. I sent the second officer to see about it. After he left, one of the steerage stewards came and said there was water coming into the steerage. I left the bridge and went down to the steerage to see what was wrong. I saw the water rushing along the main deck and also up the hatchway. I ran upon deck as soon as I could and met the second officer and told him to get all hands and get all the boats out. In passing along the bridge I met the first officer and told him the same thing. I went on the bridge and changed her course for Cape Bauld, which was then heaving in sight. She was then going half speed, and I ordered the chief engineer to put on full speed. I told the chief engineer to give me five minutes notice before he should be compelled to leave the engine room. About ten minutes after the accident the engineer came to me for the carpenter's assistance to shore up the stoke hole doors. I sent down the carpenter to stanchion them off, and the engineer afterwards told me that he had stanchioned them off. We were then going full speed, and it took a good deal of my attention to keep her clear of icebergs. A little afterwards as we ran in towards the land we saw one ship, and in a little while we saw four others. We made signals of distress, and fired one gun. The weather was just changing, and the fog was beginning to clear off. Speaking generally, it was very bad weather,—fog and rain,—but you could see for some distance. I told the carpenter to watch the water in the hold, and to tell me when the water got from the deck to the fore-castle. The ship by this time was deep in the water: there were four feet of water on the main deck; she was settling down forward, and taking a list to starboard. The water, in consequence of the list, was coming over the gunwale on the starboard side, and commencing to find its way through the stoke holes. The carpenter told me that water was going into the fore-castle. I thought the ship was lost, and that it was now time we had left her. I ordered the engines to be stopp'd. My reason for stopping the engines was to have the boats lowered in safety, that the way might be taken off the ship. Before that—as soon as I reached the bridge after the accident—I looked over the side to see if there was any damage, but I saw no wound above water. As soon as the ship was lost, I proceeded to lower the boats. I saw them all touch the water before I left the bridge. No. 1 boat was still swinging on the davits. We did not use Clifford's apparatus, but the ordinary boat's tackle for No. 1. We unhooked the boat and shoved off, and in about three minutes afterwards the ship, with a plunge, dropped down five or six feet forward. She hung again in that position, and then directly afterwards her stern flew up in the air, and she went down head foremost, as if something had given way inside. We were away from her only about the length of the boat. The vortex did not take place till some time afterwards, and it was blowing strong at the time. While they were lowering No. 8, No. 7 was between me and her, and from that obstruction I could not see that one. I next saw her bottom up, astern, after she went down. After leaving I heard the chief officer hail me, and say one of the boats had capsized. He was at the time on the poop. It was after the ship had disappeared altogether, that I saw the boat bottom uppermost. Twelve or thirteen men were struggling in the water; I cannot say whether they were from the boat or from the ship—I should think from the boat. The eight boats were capable of saving about 230 people in smooth water and fine weather. One hundred and eighty-one were saved in the seven boats which remained. We were picked up by French fishing vessels; they were under the land, dodging about. Our ship went down five miles off, and when they saw our signals they dove down on us. Some of the boats were fitted with Clifford's apparatus, but the patent was not used—it was not ready. No. 8 boat was not fitted with Clifford's apparatus; that was the boat which upset. I had not come through the Straits so soon as the fourth of June before this, but I have known vessels of the same Company do so. It happened to be my turn this time. About one day's steaming is saved by coming through the Straits.

Mr. Tyndall :—Do you consider it as safe a passage, generally speaking, as coming round Cape Ray? Yes. Mr Tyndall : Why? It is safer for ships; it is far more clear of vessels.

Examination continued :—We did not save any of the ship's papers; a few bags of mails were saved, I think in two different boats. The mail agent was lost; he went down with the ship. Twice I advised him to leave his mails alone, and get into a boat. Ten minutes before the ship went down, I told the passengers to get into the boats. The officer was named Panton; he was an officer of the Post Office. He came to me while we were on the bridge, to see about getting the mails out. I told him not to trouble with the mails, but to see himself in a boat, and assist the other people. That was about ten minutes before she went down. I never saw him afterwards. He was a Canadian, and I believe has left a sister who was dependent on him. We had look out men, too, on the fore-castle, on the morning of the accident. There were icebergs, some 200 feet high, all round us. The men of St. John's, who go out to hunt for seals, told me, after the survivors arrived there, that there was a very dangerous kind of ice which floats level with the surface of the water, and sometimes 100 feet under it. They told me that it was fresh water ice.

To Mr. Squarey :—It is not uncommon, I believe, for these large masses of ice to carry large stones and hard substances. (Captain Harris remarked, there was gravel found on the Banks of Newfoundland, which could only have been brought from the Arctic regions. In the present case, however, it was unnecessary to go into that question, as it was evident that the ice would be sufficient of itself to account for the accident.) I had given orders that all passengers should take to the boats. Before I swung myself off the deck into the boat I saw one or two persons on the poop. I thought they were men who were coming out of the wheel house, and were about to get into the boat on the quarter. There were no women or children. I can only account for so many passengers being lost by the fact that there were about twelve in the boat, and others were drowned in the steerage. There were 36 lives lost altogether, one mail master, nine of the crew, and twenty-six passengers. I think the steerage passengers remained below too long to look after their things, and were there drowned. I pulled one passenger out of the water into No. 1 boat. There were 50 people saved in my boat. The ice was later this year than usual, but I did not hear that it was so until I had arrived in the Straits, and was told by the fishermen. One of the Company's vessels passed through in an opposite direction three or four days before me.

To Mr. Tyndall.—I do not think the season was later than usual at Montreal. I think it has been usual for the first vessel from Canada to await the arrival of the first vessel through the Straits from England. We were looking out for the "Hibernian" through the Gulf, but we did not see her; we did pass her. If the "North Briton," which broke down—the "Hibernian" being substituted for her—had arrived at her appointed time, she would have been in Montreal before we left.

To Captain Harris.—We had not an ice pilot on board. I never heard of one before, except in the Arctic regions.

At the close of the witness's examination, Mr. Raffles remarked that Captain Graham had given his evidence with great fairness, and had given his answers without waiting to consider whether they were for or against him.

William Grange, Commander of the "Hibernian," said he had been in the service of the Company since they started in 1854. He had been in command since 1855. He had passed many times through the Straits of Belle-isle, and was aware of the Company's regulations as to the time of making the passage through the Straits. There was a discretionary power to leave either end—Liverpool or Montreal—after the 20th May. He passed through the Straits on the 2nd of last June. Before getting into the Straits, to the eastward of Belle-isle, there was much field ice, commencing from 100 to 120 miles to the east; but through the Straits, and after passing the east end of Belle-isle, it was clear water. There was just a few patches or streaks, through any of which they could go round. He never passed through the Straits earlier from the eastward, but had gone from the westward early in June—in the first week of June. Had passed through earliest from the westward. When he went through in June last, there was a south-east wind blowing, which carried the ice into the Straits.

Captain Harris.—Even if they had fallen in with the "Hibernian," she would have reported that she had come through the Straits, and that they were clear.

Captain Grange.—We were looking out for the "Canadian," to report that there were lots of ice to the eastward of the Straits.

Alexander Kelly, Chief Officer of the "Canadian," said he held a master's certificate of competency, dated August, 1858. He had been twenty-three years at sea, thirteen of which he had been chief officer. The "Canadian," when she left Montreal, had a good and efficient crew. On the morning of the 4th, it was his watch below. About twenty minutes to twelve the steward came to his berth and said the carpenter wanted him immediately. At once he went on deck, and met Captain Graham under the bridge. Previous to the steward calling him—he had been dressing for ten minutes before that—he felt no shock to the vessel. When he met the captain, the latter told him to clear away the boats as the ship was going down. Went to his own boat, No. 2, along with the crew; she was fitted with Clifford's apparatus. The boat was too full to enable them with safety to use Clifford's patent. There were thirty-five persons in the boat. After his boat was ready for lowering, he went round the deck to all the boats and asked if they were ready for lowering; and if the plugs were in them. He then reported to Captain Graham that the boats were all ready for lowering. In about five minutes afterwards the engines were stopped. After he saw No. 2 and No. 6 lowered, he went on to the poop and then looked over the port side. He saw No. 8 boat hanging by the bow tackle, about five feet from the davit; the after part of the boat must have been in the water. There were no hands in her, but he saw two or three people in the water. Two of the quarter-masters had charge of the boats. His impression was that with the fall of the boat the tackle had given way, and not that the boat was let down by the run. He ran over on the starboard side and told Captain Graham that one of the boats had swamped. At that moment Captain Graham was just leaving the ship; his boat was just shoving off ten or twelve yards from the vessel. There was only one person on the deck, a cabin passenger; he was standing near the mizenmast; he was a Swedish Captain, and was drowned. He never made any effort to get into the boats. He had rendered assistance in saving the passengers. Witness asked him if he was not going to leave the ship, and he made an answer which he could not understand. Witness was on the poop, and his boat (No. 2) was a little way off, made fast by a painter. One of the firemen who was in the bow of the boat cut the painter, which was fastened under the bridge, and in consequence of that witness had to jump overboard to save his life. At that time the ship was going down fast. From the time he jumped overboard to the time the ship went down was only about four or five minutes. He got hold of a deck-stool, and was swimming about in the water for half-an-hour. He was not picked up until the saved were put on board the ship and the boats put off again to pick him up; he had no life belt. There were thirty-eight circular life-belts on the deck, but they were seized by the people on board. He had before gone through the Straits from Quebec from the 1st to the 10th of June. Did not consider it an unusual thing for the vessel to go through the Straits before the arrival of the incoming steamer reported as to the ice in the Straits.

To Mr. Squarey.—The crew is all told off to the boats, and officers appointed to each boat. Oars and water are always in the boats; on this occasion, the men went to the allotted boats, except those who were engaged at the engines. There was a short chop of a sea, and a strong wind blowing. Did not think the captain's boat could have put about and saved those who were in the boat which upset; his boat was already over crowded.

At the close of this witness's examination, the inquiry was adjourned. It was resumed again on the following day (Wednesday).

Thomas Bakewell, fourth officer, was the first witness examined. He said he recollected the fourth of June, on which the "Canadian" encountered a block of ice in the Belle-isle Straits. It was his watch from 8 to 12 a. m., and his duty was to attend to the "Conning" of the ship. That morning between 11 and 12 the captain called out "Hard a starboard," and he saw that the order was obeyed. He then went to the starboard side and saw a piece of ice about five yards square and six or seven inches out of the water.

When the ice was abreast of the ship on the starboard side, the captain called out "Hard a Port," and he went to the port side to see what they were porting to clear. He then saw a piece of ice about half a length off the ship, a little on the port bow. He looked to see if the ship was answering her port helm, which she did very slowly. The piece of ice was evidently drifting. He found that that struck the ship, at least he judged so from the fact that she answered her helm more. He then noticed several detached pieces of ice

with green and black paint upon them. Soon after that orders were given to lower the boats. They had eight of them on board, four of which were fitted with Clifford's apparatus for lowering. He left the ship in No. 5 boat along with 24 others. There were no lives lost from his boat. He did not see No. 8 lowered. There were no lives lost except from No. 8 boat.

Daniel Lloyd, second steward, said that at the time of the concussion, he was in the storeroom and heard the ship strike. Soon after, as he was crossing the steerage, he saw the tarpauling on the forehatch rise, and assisted to lift it up to ascertain the cause, when they found the water nearly up to the combing. Just at that moment the Captain came down and gave orders to clear away the boats. He was stationed at No. 6 boat. There were 22 adult passengers, 18 of whom were women, and one child, got into this boat. Previous to lowering No. 6, he went to No. 8 boat. One of the sailors asked if the falls were clear, and he replied "No, not yet." He cleared the after tackle fall, and saw the No. 8 boat lowered level with the rail. He then left the ship in No. 6. Many passengers were in No. 8 boat, amongst whom he noticed a minister and his wife and two children. No. 5 passed under No. 8, while the latter was being lowered, when the boatswain called out "hold on." The boat No. 8 stopped lowering accordingly, and his boat was swept astern by a sudden sea. A cry was then raised that the ship was going down, and he then saw No. 8 boat still hanging from the bow tackle, with one man clinging to the after-tackle. In about two minutes the ship went down, and No. 8 boat with her. The boat afterwards came up keel upwards. The people who were struggling in the water must have been drawn down with the ship.

George Parker, boatswain, said he felt a single touch when the vessel struck, but did not think any harm was done until he heard the captain give orders to clear the boat. He left the ship in No. 6 boat, and passed under No. 8. The last he saw of the latter was when it was being lowered full of people. The stern was four feet lower than the bow. No. 6 boat then drifted astern, and he saw no more of No. 8 until after the ship went down. He then saw the boat bottom upwards, with one man upon her, who was holding another man by the hand in the water. He had been thirty years at sea, and had been through the Belle-isle straits earlier than the 4th June.

John Alexander, chief engineer, said there were twenty-six men in the engine-room—five engineers and twenty-one firemen. When they left Quebec the machinery was in good working order. On the morning of the 4th June he was in the second engineer's room on deck, when he felt the ship strike. He immediately went on deck and looked over the port side, and saw a piece of ice passing along the port side of the ship. It was about eighteen inches above the water. The ship was going four or five knots per hour—less than half speed. He then went into the fore steerage, and saw water coming up through the hatch, and told the second engineer to see that the bilge injection cocks were in order. The stoke-hole plates were tested and no water found. Captain Graham then gave orders to go on at full speed. He (witness) then went down again, and found water coming into the stokehole from the coal bunker door. The door was shored by the firemen and carpenter. His impression was that the ship struck the ice when the fore part of the bulk was lifted up by the swell, and that the way which was on the ship caused the ripping up at the side. When the captain ordered the engines to be stopped, two of the fires had been put out by the water. The engineers and firemen remained at their posts until the boats were lowered. Three engineers had to jump from the ship into the boat to save their lives. Two of the firemen were drowned. Not more than five minutes elapsed from the engines being stopped to the ship going down. Everything was done that could be done under the circumstances.

Robert Nichol, carpenter, said he examined the ship before loading and previous to leaving Montreal. He found her perfect in every part.

William Wallace, superintending engineer for the line at Liverpool, stated that the "Canadian" was built at Greenock, by Messrs. Steel & Company, in 1859, and the owners, availing themselves of past experience, had her built unusually strong. She was divided by five parliamentary bulkheads that came up to the main deck. In addition she had a forepeak bulkhead coming up to the spar deck, and a four-bunker bulkhead, also up to the spar deck. He believed she was remarkably strong-built.

Mr. Squarey having addressed the Court on the evidence adduced, the inquiry was adjourned till to-day at eleven o'clock.

On Thursday the only witness examined was Mr. James Martyr, one of the shipwright surveyors of the Board of Trade, who stated that he had twice surveyed the "Canadian," and was of opinion that the "Canadian" was a very good iron ship.

This closed the inquiry, and Mr. Raffles intimated that the report would be forwarded to the Board of Trade as soon as possible.

Mr. Squarey, on behalf of the owners, addressed the Court, pointing out that every reasonable precaution had been taken, both in the build and regulation of the ship, to ensure safety.

An inquiry, instituted by order of the Board of Trade, was commenced before Mr. T. S. Raffles, Stipendiary Magistrate of Liverpool, and Captain Harris, R.N., Nautical Assessor to the Board, into the circumstances attending the loss of the iron screw steamer "North Briton," which was wrecked on her passage from Quebec to Liverpool.

The enquiry was conducted by Mr. Tyndall, local Solicitor to the Board of Trade, and Mr. Squarey, of the firm of Durcan, Squarey & Blackmore, appeared on behalf of the "North Briton," and the Captain, William Grange.

Robert Brown:—I was chief officer in the "North Briton." I hold an extra master's certificate, having passed an examination in higher branches of study than ordinary masters. (Certificate produced, competency, dated 26th of April, 1852.) I have been twenty-four years at sea, sixteen of which I have been master and chief officer. I have been between nine and ten years master. We left Quebec on the 2nd November for Liverpool. I had gone over and thoroughly examined the ship, and she was in a complete state for a voyage to Liverpool. She had a crew of ninety-nine all told, one hundred and twenty-four passengers, and a general cargo of produce. As we were going down the river she grounded off Hare Island—that was eight o'clock the same evening that we sailed—and she remained there till eleven. She suffered no damage. Had the pumps sounded, and made no water. About 3 P.M. the following day we were off Point des Monts three and a-half miles, and from that point we took our departure. We steered an east course from the west point of Anticosti. We lost the log-book; it was put in a bag belonging to me, and was placed on board a schooner after the wreck; and the schooner was unfortunately lost with the log-book on board. We had very wet weather with strong breezes. We continued our easterly course until noon on the 4th, going about six knots an hour. She had been going different speed, as it was blowing harder at one time than another. I could not say what was the average speed; sometimes she was going four, and at others six and seven knots an hour. The bearing of West Point was S. by E. $\frac{1}{2}$ E., distance seven miles. At 2 P.M., we altered the course to E. S. E. We saw no land till four, when we saw land, which we supposed to be about Thunder Point. I had the watch that morning from 8 to 12, and again came on deck at 4 o'clock. We did not take any bearings from this land, because there was nothing to take bearings from. We saw the loom of the land, but could take no accurate bearings. We computed our distance at about five miles. From then till seven we steered S. E. by S. We stopped to take soundings about every half or quarter of an hour. We got about twenty fathoms, as near as I can remember. When I came on deck at 8 o'clock, I found the ship's course S. E. by E., and we continued that course till midnight. I heard subsequently that that course was adopted at 7 o'clock. We were continually taking soundings, and the last before midnight gave sixty-five fathoms; between 8 and 12 the average soundings were forty fathoms. At midnight I thought she was twelve miles south-west of Mingan; this we estimated from the course we had taken and the speed we had come. I am positive about the soundings of sixty-five fathoms; I saw the line thrown out, and it was a patent lead. I would not be positive about the character of the soundings, but we got mud, if I recollect right. At 12 o'clock the watches were changed, but before going below I altered the ship's course to E. S. E. The weather was much the same, blowing fresh, drizzling rain, and a good sea on. About 1.20 A.M. I was awakened by the ship striking. Before going below full speed was on. We had been going less than half speed during the whole of the first watch, and occasion

ally stopping to sound. When the course was altered to E. S. E. at midnight, we went on full speed. When she struck I dressed and came on deck. I saw the master there, and they were commencing to clear the boats. The ship was then thumping on the rock. The Engineer reported that water was rushing into the engine-room. I assisted in getting the boats out. We had six boats, four of them being fitted as life-boats. There were three boats on each side, the usual arrangement. We succeeded in placing the women and children in two of the boats, lowered them into the water, and they had received instructions to lie by the ship till daylight; but they got adrift before daylight. The whole six broke adrift. I, with the captain, some of the crew, and a great number of the passengers, remained by the ship. We had four sets of compasses on board the "North Briton," masthead, a bridge standard (before the mizenmast on deck) and steering. We always shaped our course by the masthead compass, and we had no reason to believe that it was incorrect. I heard from the master of one of the schooners that there had been a very strong current—that the tide had been setting one way for four days. When on shore I examined the sand at Mingan, as I had been told it was impregnated with iron ore, and I found it was full of metallic substance. I was told that by holding a magnet to the sand grains became attached, but I did not try the experiment.

To Mr. Squarey.—On the two previous voyages the course has been east half north from Cape des Monts, and it has taken us to the west point of Anticosti. I have never known the ship to be set to the northward as she has been on this occasion. Taking our departure from Cape des Monts, and steering that course, we have come to about four miles to the northward of the west point of Anticosti. There is no other cause except the current to which I have alluded and to which I can refer the position which the ship got into steering the course they did. When the boats got adrift from the ship it arose from accident, and not from any design to desert the ship. The crew behaved very well; there was no confusion. The ship made water very rapidly; she thumped heavily, and that was sufficient to account for the ship making water. She was on a rock.

To Captain Harris.—The wind was E. S. E. When we stopped to sound we made allowance for what she might drift to northward. The steering compass differed very much from the masthead compass. I myself took the bearings by the marks on the wall in the Mersey, and found they were correct. I don't know when she was last swung. The captain, officers and crew were all perfectly sober.

Captain Thomas Aiton, master of the "Jura" steamer, and who had been in the line of steamers as captain and chief officer from its commencement in 1855, said he left Liverpool for Quebec, in the "Jura" about October 23rd. He took the northern passage through the straits of Belleisle, and on the 3rd of November, exchanged signals with the "North Briton" on her homeward voyage. It was about half-past seven o'clock in the evening, and it was, so far as he remembered, about 25 miles to the east coast of Cape des Monts. She was then directly in his course. The "Jura" passed the "North Briton" on the starboard side. At 3 o'clock, a. m. on the following day, witness took a pilot for Quebec at Farther Point pilot station. The run up the St. Lawrence to Quebec was never done faster before by any of the company's steamers; it was done in 11 hours, three hours less than the average passage, and one hour quicker than ever it was done before. Arrived at Quebec he found the tide unusually high; he ran 11 miles in 22 minutes. The floating stage at Quebec was eight feet higher than he had ever seen it before, and he had seen it in all states of the tide. Witness had sailed under Captain Grange as chief officer, and all he could say was, that he had never found Captain Grange's equal as a navigator; he was also exceedingly careful and cautious. He had heard the evidence of the chief officer of the "North Briton," and his opinion as a nautical man, and one acquainted with the navigation was that she had got into the position she did from an unusual set of the current. Last year he left Quebec on the 24th November and came through the Straits of Belle-isle; he had then beautiful clear weather. It was altogether in their own discretion when they ceased to take that course, but there were orders against their adopting the Straits passage before a certain date in the Spring.

Joseph Armstrong, boatswain in the chief mate's watch, said he hove the lead at midnight and found 62 or 63 fathoms. He also deposed that a good look-out was kept, and that the weather was very thick.

On Wednesday two or three witnesses were examined, but they did not shew any new feature in connexion with the catastrophe, except the fact that Alexander Borland, the

fourth mate who was under second mate in charge of the ship at the moment she struck, and was keeping as directed a course E. S. E. by the masthead compass, did not know whether the steering compass gave the same indication as that at the masthead, or how it may have differed from it.

The enquiry here adjourned without further evidence having been adduced.

Official Report on the recent inquiry at Liverpool into the loss of the "North Briton," just made to the Lords of the Committee of the Privy Council for Trade.

MY LORDS,—On receiving your instructions I proceeded, in conjunction with Capt. Harris, nautical assessor to the Board of Trade, to hold an inquiry into the loss of the "North Briton," on the morning of the 5th of November last, on the coast of Labrador.

The "North Briton" was an iron screw steamer, built in 1858 on the Clyde; her gross tonnage was 2,187 tons, and she was owned by the Montreal Ocean Steamship Company, trading between Liverpool and Quebec. She left Quebec on her homeward voyage on the 2nd of November, commanded on this occasion by Mr. Wm. Grange, who holds an extra master's certificate of competency, granted in 1851, and who ordinarily commands the ship "Hibernian" belonging to the same company. The ship was fully and properly equipped for the voyage; she had a crew of 99 men all told, and carried 124 passengers and general cargo. Her draft of water on leaving Quebec was 21 feet 9 inches aft, and 21 feet 6 inches forward. The vessel grounded going down the river St. Lawrence, off Hare Island while in charge of a Pilot, but she came off with the next tide and proceeded on her voyage, having apparently sustained no damage. At 3 p. m. on the 3rd, she was off Cape des Monts, distant about 3½ miles, and from thence took her departure, shaping her course east for the west point of Anticosti, and continued that course until 2 p. m. on the 4th, when, under the impression that they had entered the Canadian channel, the course was altered to E. S. E. until 4 p. m., when land was seen on the beam supposed to be in the vicinity of Thunder Point.

The weather, which had previously been boisterous, had moderated, but was somewhat thick with drizzling rain, so that no accurate bearings could be obtained. At this time soundings were taken with 90 fathoms of line, but no bottom was found, which seemed to confirm the master's suspicion that the land seen was somewhere in the neighborhood of Thunder Point.

The ship was then hauled off the land S. E. to regain the fair way of the channel, the engines were slowed to half speed, and soundings were taken every half hour till 7 p. m.

The course was then altered to S. E. and by E. till midnight, up to which time soundings continued to be taken also every half hour.

At midnight the last soundings gave 65 fathoms, when the master, having then no doubt that he was steering E. S. E., resolved to go on at full speed.

The master, who had been on deck since 4 a. m., then went below, having further directed the second mate, who came on watch at midnight, to stop the vessel and take a cast of the lead at 1 a. m., which order, after consulting his charts, the master deemed to be unnecessary, and countermanded.

About 1.20 a. m. on the morning of the 5th, the vessel struck. The master, who was in bed, rushed on deck, and saw breakers on the port bow.

He found the engines had been stopped, and on the impulse of the moment gave an order to reverse, but, as the ship began to strike heavily, the order was recalled before it could be obeyed. Finding that the water was rushing into the engine room, orders were at once issued to clear away the boats, and promptly attended to. The original intention was to get the boats over, lower them level with the gunwale, and then await daylight; but fearing, from the rolling of the ship, that they might be staved, they were lowered into the water and passed astern. This was more easily accomplished on one side than on the other, as, owing to the ship having a list to port, it required more time to free the starboard boats.

From a careful enquiry into this part of the case, I am clearly of opinion that no undue time was lost in this operation. Nor did any impediment exist from the mode in which the boats were stowed.

The master attempted to tranquilize the passengers, and begged them to remain in the saloon till daylight; but not succeeding in his attempt, and fearing injury from the falling of the masts if they remained on deck, the women and children were placed in two of the boats—one of which remained near the ship, and the other made its way to Mingan Island. At daylight it was found that the ship had grounded on a reef off Perroquet's Island, upon which a landing was effected. No life was lost. Some of the boats that had drifted from the ship during the night being ultimately picked up. Every effort was made to save property and mails, but unfortunately one of the schooners which had been engaged for this purpose, and on board of which the purser had gone in charge, parted from her anchors, and was driven on shore. The luggage had to be thrown overboard, amongst which was the log of the "North Briton." On the 11th the "Anglo-Saxon," which had been intercepted, arrived, and took off the passengers and part of the crew, and brought them home, with such of the luggage and mails as were finally secured. After a most careful review of the evidence given in this case, and after an anxious consultation with my nautical colleague upon the courses alleged to have been steered, I find great difficulty in arriving at a satisfactory conclusion as to the cause of the loss of the ship.

Great vigilance and caution seems to have been displayed by the master in the navigation of the ship up to midnight of the 4th. I cannot, however, but regard it as unfortunate that the master—who had, on going below at that hour, left orders that the second mate, who was then in charge, should stop the vessel to take soundings at 1 a. m. on the 5th—should have seen fit, on examining his charts, to countermand an order so properly given in accordance with his wonted caution. It is just possible that a cast of the lead, then taken, might have warned him of his danger; but, looking at the irregular soundings that prevail throughout the Canadian channel, even the precaution might have shown a result calculated to mislead him.

This is the sole omission that I can lay to the charge of the master; and I am reluctantly compelled to say that, so far as this single omission goes, he must be pronounced in default. At the same time I feel bound to add that, on a review of his previous vigilance, I arrive unwillingly at this conclusion.

It is necessary here to refer to two circumstances which lead me to express myself thus guardedly in regard to the conduct of the master. It would appear from the evidence of Captain Aiton, master of the steamship "Jura," which met the "North Briton" to the eastward of Cape les Monts on the 3rd of November, that an unusually high tide prevailed in the St. Lawrence and over the whole seaboard of North America on that day. How far this may have influenced the current in the Canadian channel, so as to have deceived a skillful and practised navigator in his reckoning, it is impossible to say; but that to some extent it must have affected the navigation of the ship, there would appear to be little doubt.

The other circumstance to which I would allude is the report which reached Quebec, before the sailing of the "North Briton," that the "North American"—one of the same line of steamships—was supposed to be ashore on Matashquan Point, and Captain Grange was desired to ascertain the truth of the rumor, and to render assistance, if necessary.

For this purpose he must, of course, have taken the passage which he did—by the Canadian channel; and thus instructed by his company's agents at Quebec, he considered himself almost without discretion of the choice of this passage, rather than the longer one by Cape Race. In arriving, therefore, at a conclusion, these two circumstances must be fairly taken into consideration, along with the other facts of the case, and may induce your lordships to return Captain Grange his certificate with a caution, which, in my opinion, will meet the merits of the case.

The result of this enquiry, following so closely upon the heels of that which took place into the loss of the "Canadian," seems certainly to stamp the passage of the Canadian Channel and the Straits of Belle Isle as one fraught with danger and difficulty, except during the height of the season and in the clearest weather.

It may well become a question of serious consideration, whether the saving of a single day in the length of the passage compensates for the risk to life and property which it seems to entail.

I have, &c.,

(Signed,)

T. S. RAFFLES,
Stipendiary Magistrate,

Liverpool, Dec. 7, 1861.

I concur in the above report and recommendation.

(Signed,)

HENRY HARRIS,
Nautical Assessor.

The loss of the "Anglo-Saxon:"—Board of Trade inquiry.

The inquiry into the circumstances attending the loss of the "Anglo Saxon" on the 27th April last was continued yesterday morning before Mr. Raffles, and Captain Harris and Captain Baker, nautical assessors.

Mr. O'Dowd again attended on behalf of the Merchant Shipping branch of the Customs, and Mr. Aspinall, Q. C., (instructed by Messrs. Duncan, Squarey and Blackmore) for the Owners of the vessel. The proceedings commenced shortly after 10 o'clock.

William Jenkins, who was purser on board the "Anglo Saxon," deposed to the accuracy of a paper handed to him by Mr. O'Dowd, of the number of passengers on board from Londonderry—361, viz: 48 cabin and 312 steerage—and 86 crew, including the Captain and Stewardess. Of these, 33 cabin passengers, 104 steerage, 71 crew, and 1 mail officer, were saved—total 209. Drowned, 15 cabin, 208 steerage, 15 of the crew—total, 238. The first officer was saved. I saw him last at Quebec. He was offered a passage home in the "Norwegian" and refused.

Mr. Squarey said the first officer waited to get the command of a ship, and had obtained one on board the "French Empire," expected to sail almost immediately, and bound, he believed, for Liverpool. Messrs Allan would do their best to produce him.

Mr. Raffles said it was most desirable that he should attend.

Mr. Aspinall said that the owners had no objection to an adjournment for his attendance.

The witness continued—On the morning of the 27th of April last between ten and eleven o'clock I was on board the "Anglo-Saxon," but had not been on deck more than an instant or two before she struck. When I came on deck the engines were stopped. I heard the captain before that signal "Hard a Starboard," and that caused me to go on deck. I scarcely felt the vessel strike. I heard the captain cry out to "Back full speed," and I ran to the engine house and repeated the order. Afterwards I went on deck. I went aft as far as I could get. I afterwards went forward again and saw the captain on the fore-castle. I went up to him, and, I suppose, at the captain's instructions tried to get a line over to the shore, from the ship's boom on to the rocks. We succeeded in doing so, and lowered the rope down. The ship drifted astern and got the rope out of our hands. We got on to the rock by sliding down the rope, but we could not get it fastened from the dragging of it out of our hands. The ship then came broadside on to the rocks. They were landing the steerage female passengers by means of a basket slung from the end of the foreyard arm on to the shore. We were there about twenty minutes, doing this, till the ship fell over gradually.

Some of the male passengers jumped on to the line themselves. We had another line for the men to get out by at the after part of the fore rigging, but only cabin passengers landed by that way. Female steerage passengers were landed by the basket, some of them having children in their arms. When the ship began to fall over there was a great rush of people over the side next the rocks. There was a space of 30 feet between the ship's side and the rocks. I cannot say whether any of the cabin passengers were in the

rush to get on shore. A great many passengers were drowned at that time. There was a very heavy surf at the time, and the passengers were driven on to shore, and dashed on the rocks. Ten of the crew were on the rocks trying to save lives; the chief engineer and myself being among the ten;—the other eight being stewards, firemen and sailors. I could not see the boats. So far as I could tell, the bulk of the crew were endeavoring to save life.

A short time after the ship had heeled over and sunk, the mainmast fell over to port. There were a number of people clinging to it, who were carried over by the falling of the mast, and fell into the sea on the side of the ship furthest from the rocks. There could be no attempt made from the shore to save them, nor indeed from the ship. I did not see any of the boats out. I was on the other side of the ship, and there was a dense fog. I saw No. 3 boat on the starboard side with about a dozen passengers in her. She was detached from the davits—caught somehow in the rigging—was upset with all the people in her, and they were all drowned. The boat drifted on the rock and was smashed up. I do not know any of the passengers who were drowned from the boat. Some of the passengers clung to the fore-rigging; two were saved—the rest perished. Two or three got in the mizzen-rigging, and were saved by the top part of the saloon as it was floating away. I did not see any other than No. 3 boat. I could scarcely see beyond the boat, the fog was so dense. We got the passengers—as many of them as we could—up the cliffs to the lighthouse, and sent some of the men, about ten of them, to search for places of habitation. The rest of us returned to the shore to pick up necessaries. All that time the hull was out of sight; the fore-top and mizzen-mast were still above the water, the fore-top about six feet above it. I don't know that we had any foreigners amongst the crew, I believe not. The last I saw of the captain was about five minutes before the ship sank, at the bridge of the vessel. He appeared cool and collected, giving his orders about as usual. I can think of nothing more as the result of my observation.

By Mr. Aspinall.—I had been two voyages before with Captain Burgess. I joined the Company's service in 1856, and then found Captain Burgess as second officer. He continued second officer till May, 1859, when he was made first officer, which he continued till July, 1861, and from that time was master. I had the greatest confidence in him. In this voyage he appeared to be anxious for the safety of his ship, and had been up night after night while the ship was approaching and in the ice. I considered him a good sailor. I do not know how many voyages he had made, but he had gone to and fro constantly since July 1861. I had the highest opinion of him generally, both as a man and a sailor.

By Mr. O'Dowd.—I have made fifty-one round voyages, and have once been a week earlier in the year sailing from Liverpool by this course. The general and usual date of first sailing from Liverpool I believe to be about the 10th of April.

By Mr. Aspinall.—It is regulated, I believe, by expectation of ice in the St. Lawrence. Ice and fogs, about Newfoundland coast, continue till July, but I think not to the same extent.

By Captain Harris.—I saw the starboard anchor let go after the rope had been drawn out of my hand. I do not know the time the fog commenced that morning. It was dense about half-past eight.

By Captain Baker.—The captain did not say anything to me about touching at Cape Race. I do not know whether it was his intention to touch there.

By Mr. Raffles.—We were taken to St. John's by the steamer "Bloodhound," a small steam tug belonging to the fisheries. We got on board by one of our boats, which came in during the night with some of the passengers in it. Not one of the boats came to shore with crew only, nor did I hear of any of the boats landing with only five hands or five passengers in it.

Mr. Allen, the third officer, was recalled, and questioned by Mr. Raffles as to the boats. He said he did not himself know the number of passengers who landed in the boats. At St. John's, Newfoundland, he heard that there was one boat had come in with only five passengers on board, but he did not believe that that was true.

Mr. O'Dowd said if they were to have an adjournment he should not rest his statement on the two witnesses who had been examined. He made his statement generally based upon the evidence which he understood would be given by other witnesses, who probably could be obtained.

Mr. Raffles said that at present the imputation contained in Mr. O'Dowd's speech seemed to rest upon some written communication. There was no evidence in support of it.

Mr. McMaster.—I was first engineer on board the "Anglo-Saxon." I have a certificate of service, but could not get a certificate of competency, as we sailed before the Board of Trade was ready to examine. The "Anglo-Saxon" had two engines, of 250 nominal horse power, in good working order. The boilers were heated to fifteen lbs pressure. I keep an engineer's log book, in which I record various matters—the temperature of the sea, &c.—but I could not save that book. I remember making the ice on the 25th April. The engines were slowed at eight P.M., when the ice was first discovered; at ten P.M. they were stopped altogether till ten the next morning. At ten A.M. I received orders to move ahead slowly. She travelled a few revolutions ahead and then stopped. The vessel wormed its way through the ice by order of the captain, and we got safely through at two P.M., when I got orders to turn ahead at full speed. We continued at full speed from that time till eight A.M. on Monday. I then had orders from the captain to go ahead at half speed. I understand the ship was going ten knots an hour, but cannot say of my own knowledge. The pressure was reduced to twelve lbs. We continued at that speed until the vessel struck. I was standing, at about a quarter after eleven o'clock, on the deck with the captain, when the third officer called out "Breakers ahead!" The captain said: "It cannot be; it must be ice." At the same time the look-out man on the fore-castle said: "Breakers ahead," as did also the second look-out man. The captain ordered the engines to be stopped and reversed, and I heard him call out to "Hard-a-starboard." The engines were at that time reversed and kept going astern at full speed. The vessel then struck aft, and I told the second engineer to stand by the injector. I had not then noticed water in the ship. I ordered every man to stand to his duty, and that the engines were to be stopped. The second officer came to the first platform and gave orders from the captain to go ahead at full speed, which I did, the vessel striking heavily. The water came in from under the starboard boiler forward, the concussion having carried away the starboard blow-off pipe. I then heard three rings from the bell on deck; that would have to do with the engines. I sent the engineer down to see if the ship had made any water, and she was reported to be making water fast. I left the second engineer in charge of the engines and went on deck and reported to the captain that the ship was half filling with water. I then returned to the engine and opened the safety-valve levers, and blew the steam out of the boiler. I then told the men that nothing more could be done. Up to that time every man had done his duty, and not one left till I gave them orders, which I did at this time. They then all went on deck. I went up to No. 1 starboard boat, which was ready for lowering, but we could not lower her at that time as there was a rock underneath. She floated off when the ship sank, and afterwards split on the rock.

The witness then described the measures taken by the captain to save life by means of the whip, as spoken to by the former witnesses, and the results which followed.

After the ship sank and as many of the passengers as possible had been saved, he climbed up the cliff and went to Cape Race lighthouse. Whilst he was there a boat arrived there from the ship—starboard No. 1 boat. As near as he could recollect, that boat contained nine persons; it would hold when full from forty to fifty. He saw boat No. 2, in which he understood there were twenty-four persons in all, principally passengers. That boat was steered by Captain Crawford, a merchant captain, who happened to be a passenger. The boat had been sent off by the second officer to find a landing, but the fog prevented their returning to the ship.

Mr. O'Dowd said the statement of the witness as to boat No. 1 accounted for the official statement which he had received, in which it was said that only five persons were on board a boat capable of containing forty persons. It now appeared that only one out of the five persons in that boat was of the crew, and therefore he would at once withdraw the imputation against the crew so far as that boat was concerned.

Mr. Raffles remarked that the circumstance of there being so few persons on that boat appeared to be purely accidental. He was glad that the matter had been explained, because, no doubt, the imputation was a serious one.

By Mr. Aspinall.—I had been in the "Anglo-Saxon" two years before her loss. I joined her about March, 1861. She was, about that time, thoroughly overhauled and strengthened—that was done between March and May, 1861. I believe she went into the

graving dock for that purpose. She was in dock, for a thorough change, from the 29th of April to the 2nd of May, 1862, and from the 29th of July to the 2nd of August, 1862. She was in dock getting a new propeller and her bottom painted. She was last swung in November, 1862, to adjust her compasses. The witness said he concurred with the preceding witnesses as to the general conduct of Captain Burgess, and his conduct on that particular occasion.

Mr. Aspinall said Captain Burgess had made in all fifteen voyages—six to Portland and nine to Quebec.

By Captain Harris.—The ship has iron bulwarks, but no repairs were done to them in August, 1862.

Gilbert Little, Assistant Purser on board the "Anglo Saxon," was next called, but his evidence was simply a corroboration of that given by the preceding witnesses. He added his testimony to that previously given of the anxiety shown by the captain to save as many lives as possible, particularly the females and children on board, and to the crew having attended to their duty.

Wm. John Le Fevre, an Optician, at present conducting Mr. Gray's business, said in that capacity he adjusted the compasses of the Montreal and other great steam compasses in Liverpool. On the 1st of November last, he adjusted one of the compasses of the "Anglo Saxon," supplied by Mr. Gray. That compass was standing on the saloon deck, was known as the navigating compass, and was corrected by magnets. It was a patent magnetic binnacle compass, an ordinary floating compass placed in Gray's patent magnetic binnacle, with screws to enable the captain to adjust it, which was under lock and key, the latter kept by the captain. The compass shewed the true course on all points, and did not require a table of deviations.

Captain Baker remarked that it must be a very valuable compass. Witness added that both the Cunard and Inman steamers used the compasses. He also said that the cost of the compass, magnetic binnacle, and adjustments supplied to Messrs. Allan was fifty guineas. The Great Britain and the Great Eastern also used such compasses.

Mr. Samuel T. Green deposed,—I sailed in the Anglo Saxon from Liverpool on the 16th of April. I was in charge of the mails, and belonged to the Marine Department of the Post Office. On the Sunday evening, the 26th, I had a conversation with Captain Burgess between five and six o'clock. I was aware of the distance we were from Cape Race from observations made at two o'clock the day previous when we left the ice; and I was also aware that the ship was going at the rate of twelve knots an hour; also by a calculation made with the second officer, that we should be at Cape Race at eight o'clock the next morning, provided we continued at the same speed. When I met the Captain at five o'clock, I told him I supposed we should be up at Cape Race by eight o'clock the next morning. He waited for a moment or two, seeming to make a calculation in his own mind, and then said, "yes, about eight o'clock." I was aware of his having instructions to call at Cape Race for a telegram as to the state of the ice in the St. Lawrence, and whether he should proceed or not. I expected I should have instructions at Cape Race from my own department as to how I was to manage the mails in the St. Lawrence provided the passage was obstructed, whether I should go to the eastward or not. On the morning of the 27th I came on deck a few minutes before eight and found the ship stripped of all canvas, all sails furled, a thick fog and the ship going at half speed. The Captain was standing between the funnels. I went up to him and asked him how long that thick foggy weather had been on. He told me that they had stripped off the canvas and put the ship at half speed about five o'clock. I then asked him would he sight the cape, and he said "certainly not." I asked him where, then, would he go to. He replied "Of course to Quebec," in a jocular way, and then followed up his remark by adding that they would go out of their way by touching on Cape Race then, as they were seventeen miles to the southward, or words to that effect. At about eleven o'clock A.M. I was in the office writing, when I became conscious of the ship having stopped, and supposing that we were either sounding or at Cape Race, I went upon the deck on the port side, when I met the second engineer who laid hold of me and said, "My God, Mr. Green, have you seen that?" I asked him what it was, and he told me to look on the other side. I immediately ran through the passage midships to the starboard side, and saw the land looming up from 150 to 200 feet, far above the masthead, and the ship lying

at an angle of about 45°. I ran up on the bridge and met the Captain. "My God, Captain, how is this?" He said something which I do not recollect, and asked me if I would stand by the engine telegraph. I did so, and he desired me to put her ahead slow. I think there were about half-a-dozen revolutions of the screw when a voice from the fore-castle cried out "Breakers ahead!" The Captain then cried out to me "stop her," and then immediately also "astern, full speed," and in the same breath he called out to the helmsman "helm a starboard, hard a starboard." The order to stop her was obeyed, but the order to put her astern not being instantly obeyed, the captain told me to go to the engine-room and bawl it out. I did so, and was answered by "Aye, aye," from below, and the engines immediately began to move. I then returned on to the bridge, and just as I got there, the ship, having continued her headway, came crash forward against the rock. She reeled for a while, and then took a sternboard off the rocks, striking against them and then rebounding. She trembled a little, and then the engines began to move her back, and it appeared as if she might have cleared the land; but then she struck heavily astern, and went forward again by the force of the blow. I went up to the taffrail and looked over, and saw that the rudder was gone, and a large piece had been knocked out of the propellor. I then ran forward and informed the captain that the rudder was gone, and when the ship had got nearly her old position, the captain cried out, "Let go the anchor, let go both anchors." The Hon. Mr. Young was there, and said, "Shall I go forward and tell your order?" The captain assented. There was much confusion on deck at the time. Shortly after I heard the chains running out. The captain then cried to clear a way to lower the boats, and a number of sailors and some passengers commenced simultaneously to lower the three port boats. The forward boat, No. 2 got away with some 22 or 23 persons in it, the passengers and some of the crew, together with the doctor. Captain Crawford had the steerage of that boat, and I heard him tell the captain (Burgess) he would go and look for a landing place. Captain Burgess said "Do, and hasten (or hurry) back." I never saw the boat after. She was not half full of people. I think she could have carried as many again. I frequently heard Captain Burgess ask where Captain Crawford was, where he had gone to, evidently anxious to see him back again. No. 8 boat, port quarter boat, got away with the fourth officer and a number of passengers and sailors, amounting, I think, to twenty-four in all. She might have carried more, I think ten more. They were taken away and were soon out of sight round the point in the same direction as No. 2 boat had. No. 4 life boat was taken possession of by five of the crew. She was at the time hanging by the side of the ship. There were not any of the crew in their right boats. They went about a hundred yards to seaward, towards the offing, where they lay to. I saw that the mail boat No. 3 could not be made use of in consequence of her overhanging the rock. No. 1 boat was also useless on the same account. I called the attention of Captain Burgess to my boat No. 3 not being available, and asked him to provide me means for saving the mails. He told me he would do so as soon as the people were saved. The day before when we were in the ice, the Captain had a board put over the rails, on which he was standing at the time I spoke to him. He was looking to the No. 4 boat in the offing. The first officer, Mr. Hoare, and the captain were hailing the boat to come along side the ship, but they seemed to pay no attention. No. 5 boat was then in the water under the starboard quarter, and the third officer, an American captain, and a young man were in her, only those three. The captain asked me if I would take charge of that boat, and bring in those "villians" (or scoundrels), meaning the five men in the No. 4 boat. I never saw the captain out of temper till then. I told him to get me a crew, and I would do so. I went down to the office and secured my papers, changed my coat for an official one, and came out on deck. I met all the ladies huddled together in the cabin passage on the larboard side. They appealed to me for assistance; they were in a very excited state. I told them I was going to bring in the lifeboat. Whilst I was in the office the boat No. 5 had been manned by the chief officer, and when I joined them we pulled out to the lifeboat No. 4. I said to the men in that boat: "Why the d—! don't you come in?" They told me they could not, for their boat was stove. I told them my orders were to stave her if they did not come in, and that if the captain caught them he would hang them all up at the yard-arm. They said if they pulled alongside the ship, the people would jump in and swamp her. The boat had not been stove in at all; it was only a ruse on their part. I

told them they need not fear the boat being swamped, for all the steerage passengers were getting on the rocks, and there were only a few women and children to take into the boat. They then followed me to the ship, I having told them that I would take first place alongside the vessel. The five men in the boat were all sailors. I put my boat stern on, and received on board twenty-one passengers from the ship—the Hon. Mrs. Young being the first. No. 4 boat then came alongside and took the remainder of the saloon passengers who were saved, except one who reached the rocks. I took the Hon. Mrs. Young, and a baby and another passenger, into my boat, and they were saved. The ship at this time began to lean over towards the boats, and I think had we ten minutes more all the cabin passengers would have been saved. Seeing that the vessel was coming over both boats, we pulled seaward, the mizenmast coming down within six feet of my head. At this time a heavy sea lifted the ship, and she gave another lurch, and I saw many persons perish under her. The captain and the chief officer were very energetic in getting the passengers out of the ship into the boat. After we shoved off, I saw him no more. After all was over we looked about and picked up two passengers—the Rev. C. P. Eaton, and Capt. Cassidy of the 30th Regiment, who were swimming. We then joined the boat No. 4 in the offing, in command of the chief mate, and consulted together as to how we should proceed.

The following letter was then handed in by Mr. O'Dowd, who requested that, in justice to Mr. Green, it should be entered on the minutes as a testimonial to his merits:—

SITCHWORTH VICARAGE, NEWMARKET,
CAMBRIDGESHIRE, June 3rd, 1863.

DEAR MR. GREEN,—I cannot but feel that it is my duty (before separating from you) to give expression to my gratitude for the noble way you turned back to rescue Capt. Cassidy, of the 30th Regiment, and myself, from the perilous position in the water when the "Anglo Saxon" was wrecked on Cape Race, on the 27th of April last. Captain Cassidy wished me to write in his name, and I am sure that were he here he would express, far better than I can, that we both owe our lives to Mr. Green for having taken us in the boat which he had the management of; when one of the officers of the ship having passed within a few yards of us while swimming a short distance from the sinking ship, and uttering cries for help, he refused to take us on board his boat. Had not Mr. Green turned back, both Captain Cassidy and myself would, in a few minutes, have perished, as the other boat had deserted us. I trust not, but I fear it is a fact, that the other boat did see us, and if they did see us, we owe deeper gratitude to our preserver on that account for his having answered the feelings of humanity. In Captain Cassidy's name, as well as for myself, I again thank you, and whenever we may be in danger again, I trust we shall find a Mr. Green to help us.

I remain, Sir,

Yours, very truly,

C. P. EATON.

The captain did everything that could be done. It is hard for me to judge of the conduct of the crew, but with one single exception they were in their wrong boats.

Captain Baker.—That might have resulted from the confusion.

That was the only thing, beyond the conduct of the five men in No. 4 boat, that I know of to justify the remark that they conducted themselves "every man for himself." Excepting the five men in No. 4 boat, I cannot pass an expression as to how the crew behaved. Many of them I saw endeavoring to save life. I know that Mr. Hoare's boat did not pass the Rev. Mr. Eaton or Capt. Cassidy, although it was nearer to them than I was. The mails were all lost.

The Court then adjourned.

The inquiry was resumed on Saturday in the Crown Court, St. George's Hall, before Mr. T. S. Raffles and Captains Harris and Baker, Nautical Assessors. Mr. O'Dowd again appeared on behalf of the Board of Trade, and Mr. J. B. Aspinall, Q. C., for the owner of the vessel.

Mr. Aspinall said, before the Court proceeded to take further evidence, there was a matter which he desired to mention, which, although not directly bearing upon the enquiry, it was desirable should be properly stated. On Friday, Mr. Green, the Mail Agent in charge of Her Majesty's mails on board the "Anglo Saxon" at the time of her loss, stated that the contract for carrying the mails between the Montreal Ocean Steam Navigation Company and the Canadian Government was for £104,000 a year. It was, in fact, \$416,000 or £83,000 sterling a year.

Mr. Wm. McMaster, Chief Engineer of the "Anglo Saxon," was re-called, and in answer to the Court, stated that up to eight o'clock on the morning of the 27th of April, the vessel was going at full speed. He was on duty from five to eight o'clock. He did not know what took place between Mr. Green and Captain Burgess. The fog set in very dense about eight o'clock. He was quite sure there was only one sailor in No. 1 boat.

Mr. O'Dowd said that he had retracted a statement made on another occasion in reference to the conduct of some of the sailors in regard to the boat; but after the evidence given by Mr. Green on the point he felt bound to say that he must now adhere to the statement as he had originally put it.

Gilbert Little, assistant purser, was again examined, and said the No. 4 boat had five sailors in it. He heard Captain Burgess call out to the men in that boat, "for the love of God come alongside!" The witness was next examined as to his knowledge of the speed at which the vessel was going up to the time of the occurrence.

Captain Harris said that they had undoubted evidence that the vessel was not going "slow" at eight o'clock in the morning.

Robert Corlett, third saloon steward on board the "Anglo-Saxon" at the time of the occurrence, said that when No. 4 boat came alongside, he saw in it two sailors, a quartermaster, a fireman, and a passenger, who jumped overboard, and was picked up just as the boat was coming alongside. When the boat came alongside, witness got into her, and got hold of a boat-hook to keep her off, while the sailors helped to get a Mrs. Christian into the boat. Several other passengers got into the boat. The boat was stove in two places. A man named Cane, told him that the boat was stove in while being lowered from the vessel. Witness heard one of the sailors, named Lloyd, on board the boat, say the reason why they took the boat away was to put canvass on the part that was stove in, as they feared that if they took her alongside she would be swamped. Some of the passengers were complaining of the boat being taken away. Witness heard the captain hail the sailors on board the boat, calling them a "lot o' cowards," and telling them to come alongside. The boat was about 100 feet from the vessel at that time. The men on board the boat were Thomas Lloyd, William Peterson, the quartermaster, whose name, witness thought, was Cane, John Williams, a steerage passenger named Danes, and Mr. Withers, who was picked up.

By Captain Baker.—The men, when asked why they did not come alongside with the boat, said they had gone away to repair the boat.

Mr. O'Dowd said that the only further evidence he had to offer the Court was that of two men named Daw and Leah; but as they would only repeat what the Court had already heard, and had nothing new to add, he did not propose to occupy the time of the Court by examining them; but if his learned friend, Mr. Aspinall, wished them to be called for the purpose of putting any question to them, of course he (Mr. O'Dowd) would put them in the box to give him an opportunity of doing so.

Mr. Aspinall said he had nothing to ask these men.

Mr. Raffles remarked that he thought it most desirable that they should have the evidence of the first mate.

Mr. O'Dowd said he also was of opinion that it was desirable for the Court to have the evidence of the first officer, if possible.

Mr. Squarcy said it would depend entirely upon the length of time the vessel on which he was would take in coming to England.

Mr. Aspinall said he quite concurred in the remark that it was desirable for the first officer to be in attendance to give evidence. The owners of the vessel had given every facility for the circumstances attending this unfortunate occurrence being fully investigated. They wished to do so on their own behalf and in order that it might be satisfactory to the public. Taking this view, therefore, he was of opinion that it would be necessary to have an adjournment in order that the first officer might be produced. In regard to the five

men who, it had been stated, had gone away with the boat, he hoped the public would not come to any premature conclusion in reference to their conduct, for it might admit of explanation. After the obvious explanation that had been given, it suggested a very different sort of conduct to that attributed to them by Mr. O'Dowd—that of going away from the vessel and abandoning her: for it would appear that when a locus penitentiae presented itself, they availed themselves of it and returned to the vessel, which was a very different thing to the sort of conduct which had been attributed to them.

He, Mr. Aspinall, hoped that, whatever opinion the Court might come to on other matters, they would consider the expediency of representing the necessity of having signals upon Cape Race, or some of the neighboring rocks, at such intervals as might be deemed requisite for the safety of life and property. It was desirable that some good plan of signals should be adopted in this locality, and if such had been in existence at the time of the occurrence in question, no doubt the catastrophe would have been avoided.

Mr. Raffles said, the Court are unanimously of opinion that no report would be satisfactory to themselves or to the public, without the evidence of the first mate, and therefore this enquiry must be adjourned until such time as he can attend.

After some further conversation the enquiry was adjourned, *sine die*, in order that the first mate might be in attendance

THE LOSS OF THE "ANGLO-SAXON."

The Board of Trade inquiry into the loss of the "Anglo-Saxon," was resumed at St. George's Hall, on Saturday. Mr. Aspinall explained, in correction of a mistake of Mr. Green's, the mail agent, that the contract between the Montreal Ocean Company and the Canadian Government is \$416,000, or £33,000 sterling a year. Mr. W. McMaster, the chief-engineer, was further examined. Gilbert Little, assistant-purser, and Robert Corlett, third saloon steward, deposed that the boat in which five men went away from the wreck had been stove in lowering it—Mr. O'Dowd said he had two other witnesses in attendance, John Leah, a steward, and John Daw, a fireman; but on looking through their evidence, he found that they could not add to the information already before the court. It would be a most unjust thing not to give the first mate an opportunity of giving his testimony, for there was no doubt that he was aspersed by the letter of the Rev. Mr. Eaton—Mr. Aspinall said there was no question that there must be an adjournment. The owners were desirous to give every possible facility; and they had not attended this inquiry so much on their own part, as from a desire to afford every information to the court and to the public. Taking this view of the matter, he was quite of opinion that it was necessary for an adjournment to take place. He hoped that the public would not come to any premature conclusion as to the cowardice of a number of the crew. He trusted that the court would consider, in the course of the inquiry, the very important question of the establishment of signals and lights, not only upon Cape Race, but also at stated intervals on the neighbouring rocks, for the security of life and property. One thing was quite plain, that if efficient fog signals had been established, on the line of coast this lamentable and fatal occurrence would have been prevented.—Mr. Raffles said the Court were unanimously of opinion that any report would be unsatisfactory without the evidence of the first mate; and, therefore, the Court would have to adjourn until that officer's arrival.—The inquiry was adjourned until a day to be hereafter named, as Mr. Hoare, the late chief-officer of the Anglo Saxon, is at present at Montreal.

In our report of Mr. Green's (the mail-officer's evidence,) published on Saturday, he was made to state that his opinion was that the crew "were every man for himself." He did not make so strong an assertion; but that the circumstances of all the crew being in the wrong boats, and the bad behaviour of those in No. 4 boat, lent the only colouring to the general opinion that "every man was for himself." He saw many trying to save life.

MR. GREEN.—Our readers will have perceived from our report that many of the persons saved from this most unhappy wreck are indebted for their lives to the humanity and courage of Mr. Green, the mail-officer. It is but justice to Mr. Green to state that when he was only thirteen years old he received the honorary medallion of the Royal Humane Society for the rescue of a school-fellow from drowning, and that about eight years since he was presented by the Corporation of Toronto with a testimonial for diving

after a person whom he succeeded in bringing out of the water alive, although he afterwards died for want of proper appliances to restore animation.

The inquiry touching the loss of the "Anglo Saxon" Steamship, belonging to the Ocean Steamship Company, off Cape Race, in May last, which was adjourned from the 6th of June to allow of the attendance of the Chief Mate, who had shipped on board a sailing vessel as Captain, on a voyage from Montreal to this port, and who had not arrived at the last sitting, was resumed yesterday, in the Crown Court, at St. George's Hall, before Mr. T. S. Raffles, Stipendiary Magistrate, and Captains Baker and Harris, Nautical Assessors:

Mr. O'Dowd appeared on behalf of the Board of Trade, and Mr. Aspinall, Q. C., instructed by Messrs. Duncan, Squarey & Blackmore, for the owners.

Mr. John Hoare was called, and said:—I was Chief Officer on board the "Anglo Saxon." I hold a certificate of competency as master. I left Liverpool on board the "Anglo Saxon" on the 16th of April. On the 26th of April a thick fog set in. An observation was made at noon on the 25th. The lat. was 47.33, the lon. 44.48. We did nothing in regard to the speed then in consequence of the fog; but shortly afterwards we fell in with small pieces of field ice, and the engines were then "slowed." That would be about ten o'clock on the night of the 25th. The speed was then reduced to half speed. I was on deck from eight o'clock to twelve that night, but I went below at twelve. Between ten and eleven we got into thicker ice. The engines were then going very slow. At twelve o'clock, as near as I can remember, the engines were stopped nearly altogether. There was a slight breeze at that time from the S. S. E., which forced the vessel through the ice in a westerly direction about a knot an hour. She would be moved at that rate until half-past four o'clock on the 26th. At four o'clock, when I came on deck, the fog was very thick; but at half-past four it lifted a little. About five o'clock in the morning, we set the jib and forestay-sail, and after that the foresail. The engines were going then occasionally to assist the ship through the ice. After the sails were set, the ship made a course of W. S. W. We could not keep the ship in a direct course in consequence of the ice. Captain Burgess was on deck during the whole of the night. I left him on deck at twelve and found him on deck at four in the morning. After the sail was set, about half-past five o'clock, the fog was still thick. I went below at eight o'clock, and when I came up at eleven the fog had cleared away; it must have cleared away about eleven o'clock. At this time we were still making a S. S. W. course, but we were still in the ice. We steered that course until two in the afternoon. As soon as we were clear of the ice in the afternoon the engines were put full speed, and we made all possible sail. We made an observation and the lat. was 46.54 N., and the lon. to the best of my recollection was 47.17. When I came on deck in the afternoon, Captain Burgess sent me to the foretop to see if I could see clear water ahead. I saw clear water in a N. N. W. to N. W. direction, about eight or ten miles ahead. About two o'clock we got clear of the ice altogether. From noon till two o'clock the engines were kept going occasionally, but there was no sail on the ship. We kept the ship's head N. W. by W. when we cleared the ice, set all sail and put the engines on full speed. At half-past three Captain Burgess and myself took sights with the chronometer, and they gave lon. 47.24 W. carried back to noon. At four P. M. I took sights, the third Mate taking the time with the same results. The vessel at this time was going ten knots an hour. The wind was then S. S. E., moderate breeze. At eight o'clock I went below. It was then blowing strong, the wind having much increased between six and eight o'clock. When I came on deck again at twelve o'clock there was no sail set, all having been taken in. There was a thick fog then and a southerly wind, the ship going at full speed. The full speed was continued all the middle watch, from twelve to four A. M., but no sail set. I went below at four A. M. Before I went below she was going about nine to nine and a-half knots, the course N. W. by W. I went on the bridge again at eight o'clock in the morning of the 27th. The speed had then been reduced to half speed. Her course had been altered to W. by N., the vessel not making more than six knots an hour. Captain Burgess was then on deck. About half-past eight I had a conversation with him concerning the position of the ship. Captain Burgess said he believed the ship was forty miles from Cape Race, and that the course we were steering would take us seventeen miles to the southward of Cape Race. It was then a thick fog. We continued about the same speed and the same course until breakers were reported on the starboard beam. At ten minutes past eleven a man came from the quarter deck and said he heard breakers on the starboard beam. The helm was then put hard a starboard and the engines

stopped. Shortly afterwards the engines were reversed at full speed. I ran forward to the forecabin, by Captain Burgess' orders, and saw breakers and the land close under the starboard bow. The headway of the vessel was not stopped by the reversal of the engines until she struck on the rocks with her "forefoot." There was a heavy sea running then. As soon as the vessel struck on the rocks forward it carried her quarter in on the rocks, and then she struck aft. As soon as she struck on the quarter, Captain Burgess ordered the anchors to be let go, and then ordered the boats to be got out. Captain Burgess also ordered the carpenter to go down into the forepeak and see if the vessel was making water, and the carpenter came up and reported that she was making water very quickly. The carpenter also sounded the forehold, by the captain's orders, but found no water there. I met the engineer on the deck, and he told me that the stokehole was fast filling with water. After the captain ordered the port boats to be got out it was done, except as regards No. 1 and No. 3 starboard boats. The ship's broadside was so close to the rocks that if they had been let go they would have gone on the rocks and been smashed to pieces. All hands went to their respective boats, except those who were in the stokehole and with the steward; the ship's company, in fact, went to their respective boats, at least so far as I know. In my own boat I saw two or three men.

By Mr. Raffles.—At that time there did not appear to be any confusion among those who went to their boats.

By Mr. O'Dowd.—I did not go into my own boat at all. I saw the boat lowered into the water, and then I asked Captain Crawford, a passenger, to go into my boat and try and find a landing-place near the ship to land the passengers. Captain Crawford was on the deck assisting. All the passengers were on deck about this time. Captain Crawford went into the boat along with the boat's crew; some of the passengers also jumped into the boat when she was lowered, making twenty-five in her altogether. The boat, in smooth water, would hold about fifty. I did not see this boat, or Captain Crawford, after she left the ship. The fog was then very thick, so that we could scarcely see the tops of the cliffs, or twice the length of the ship. After my boat had gone from the ship, I went to the starboard side to assist in lowering the starboard quarter boat, No. 5. Four of the crew belonging to the boat got into her, and some of the passengers also attempted to get into the boat, but I would not allow them, because I wanted to see if I could get some one landed on the rocks on the starboard to make a communication with the vessel. The sea was heavy then, and no one could be landed, and the boat remained under the quarter with a rope fast to the stern of the ship to prevent the boat running on the rocks; and one of the men told me that the rudder, the sternpost, and part of the propeller had been carried away. I went forward then, and found some of the men had landed on the rocks by means of the stunsail yard passed out from the starboard gangway. I then got a rope made fast to the rocks from the forecabin, and many people saved their lives by this means. The ship had so slid then, that we could not steady the stunsail boom which had been run on the rocks. Captain Burgess, after I was engaged in getting the boom on shore, was employed with the second officer in clearing the foreyard and in landing women and children by means of a "whip." Captain Burgess afterwards told me to go and get some of the first-class passengers into the boats. The steerage passengers had been landed by the boom.

Mr. Raffles.—They had the first chance?

Witness.—Yes; I then passed a boat round to the port quarter. I saw No. 4 boat lying about thirty yards from the ship, and I called out to them to come alongside. They called out something which I could not exactly hear, but I was afterwards told, when I got into the boat that they replied that they were repairing the boat, that she had been stove in and that they were baling her out. The boat did not come alongside then. There were from ten to twelve men in the boat at that time. The boat would hold from fifty to fifty-five people. When the men in the boat would not come alongside, I asked Mr. Green, the naval officer to go into No. 5 boat and go off and see what was the matter. They would not come alongside. Mr. Green got into No. 5 boat; but by the time he got off No. 4 boat came in. I called out several times to the men in No. 4 boat to come and save the passengers; and it was my impression then they were voluntarily keeping away. I called out to them "For God's sake to come and take the passengers in." When No. 4 boat came alongside I saw she had a great deal of water in her. I did not then get any explanation as to the

cause of the delay, and I commenced to lower the passengers in. I did not see any cause for the delay in the boat coming except that there was a great deal of water in the boat, and there was a man constantly bailing her. The water in her could not have been caused by the heavy sea coming over the gunwale; it must have got through the bottom of the boat. The first passenger I lowered was the Hon. Mrs. Young, and the rest of her family were then lowered. I lowered nearly all the passengers who got into the boat. Capt. Burgess was engaged in lowering some of the females into No. 4 boat. The ship was then settling down after listing over to the port side from the land. She then filled fast and went down. As she was filling and when the water had come over the bulwark and was nearly up to my knees. I sprang into the sea and was picked up by No. 4 boat, which was five or six yards from the ship and full of people. There would be about 50 people in the boat. After I had got into the boat, I took the rudder, tried to ship it, but I could not do so in consequence of the heavy sea that was running. I then got an oar to steer the boat, the men pulling in the meantime. I could then see nothing of the ship but her masts and the tops of her funnels, and I did not see any one in the water. It was still foggy. We afterwards got alongside Mr. Green's boat and put some persons in her. We had so many people in our boat. We put some persons into Mr. Scott's boat afterwards. I then found that No. 4 boat had been stove in lowering her, and that when off the ship the men had been employed in nailing a piece of canvass. The boat was then leaking sufficiently to keep one man constantly bailing her.

Mr. Raffles.—Did you reproach them for cowardice as you call it.

Witness.—I asked them for their reason.

Mr. Raffles.—Are you satisfied now?

Witness.—Yes; I am satisfied now the reason why they did not come alongside was owing to the boat being stove in. All the hands except, I think, two had been on board the vessel for ten or twelve months. I think that in consequence of the ship knocking in lowering the boat, she might have come in contact with some of the "skids" and stove the hull in.

Mr. Raffles remarked that he thought it right to make particular inquiry into this matter, which might be such a great reflection upon the character of British seamen. He was most anxious, above anything, that this should be cleared.

Mr. O'Dowd said:—No doubt it was most desirable that these inquiries should be made. As some reflections had been made on the witness, it was only fair to ask him—although he felt it was almost unnecessary to put the question—had he heard any one call for assistance after the accident, and had refused to rescue them?

Witness.—No; I should be very sorry to do any such thing.

Mr. Raffles said he thought it was only due to Mr. Hoare to state that he had received a letter from the Hon. Mr. Young, enclosing a statement which he seemed to think he might give in this inquiry; but, although it had been sworn to before a magistrate in Montreal, it was not evidence. An extract of the letter, however, he thought it only right to Mr. Hoare he should read, and it was as follows:—

"I have noticed a letter from the Rev. Mr. Eaton reflecting on the conduct of Mr. Hoare, the first officer, in his having passed him when in the water. I said to Mr. Eaton, when in this country, that he was entirely mistaken about this, and that I was in a better position to judge (being in the boat that picked him up) than he was; and my opinion is, that Mr. Hoare did not see Mr. Eaton in the water. I deem it my duty to say this, for I think Mr. Hoare deserves every credit for his exertions. When I communicated the order to him from the captain to get round to the larboard side the starboard quarter boat, he at once set about this difficult duty; and but for his attention to this, I doubt if the boat could have been got round. Without this boat, Mr. Green could not have gone out to compel the five sailors to come alongside: so that Mr. Hoare contributed largely to our escape, and did not leave the ship until he was compelled to do so.

Mr. Raffles remarked that Mr. Young seemed to hold to his opinion in regard to the sailors in No. 4 boat.

Mr. Hoare.—I was in company with Mr. Eaton and other passengers, and I heard nothing of this. The first I heard of it was when I saw the statement in the newspapers.

Mr. Raffles said he only thought it right to read the extract from Mr. Young's letter, for it would take very strong evidence indeed—much stronger evidence than had been yet

given—to make him believe that a man in Mr. Hoare's position would have been guilty of the conduct that had been imputed to him.

Mr. Aspinall remarked that Mr. Hoare was in a much better position to form an opinion in reference to the boat and the men than Mr. Eaton or Mr. Young.

Mr. Raffles.—We think this matter cleared up.

Mr. O'Dowd.—He has given his evidence in a very satisfactory manner.

Mr. Raffles.—I think Mr. Young would be satisfied himself.

Mr. O'Dowd.—There is not the slightest doubt he has behaved with great gallantry.

Mr. Hoare then went on to speak of his subsequent proceedings and being picked up by a steamer. He stated that he never saw Captain Burgess after about five minutes before the ship went down.

Mr. Green, the Mail Officer, who was in charge of the mails on board the "Anglo Saxon," stated that there were altogether ninety-six persons taken on board the steamer. Of these twenty-seven were on board No. 5 boat, twenty-four in Mr. Scott's boat, and ten were picked up, which would leave thirty-five in No. 4 boat.

Mr. Hoare went on to say that the fog whistle was blowing all the time from the time the fog came on. The steamer he was on board of went close past the place where the "Anglo Saxon" went down, and he went to see if he could find any of the bodies about. He saw two men who seemed to be Cape Race men, on the rocks. They pointed in the direction of Cape Race, and he believed a portion of the passengers and crew had gone there.

By Mr. Aspinall.—He had always found Captain Burgess a very gentlemanly man and a good navigator. He took very great care of the ship, and paid the greatest attention to the passengers. He seemed always most anxious to perform his duty, especially when the ship got into the fog and into the ice. The general discipline of the ship was satisfactory, and the crew and officers worked well together.

By Captain Harris —The boats had not been lowered, but the blocks had been examined and new belts of cork put round on a previous voyage. The horizon was clear when they took the latitude on the 26th. The course was steered by the masthead compass. The patent compass (Grey's) was generally half a point out, and could not be depended upon. The masthead compass could be depended upon; but it had a three degrees westerly deviation. The compasses were compared every four hours. The bearing of the sun was often taken by the standard compass. They had only one chronometer on board. The lead was not hove at all.

Captain Harris asked him how he could reconcile a statement made by the third officer, that the ship was going eleven and three-quarter knots an hour, with his own statement.

The witness replied that the ship was not going at that speed. On the morning of the loss of the ship Captain Burgess told him that he was going to communicate with Cape Race, if possible, as he expected a telegram.

Mr. Aspinall then addressed the Court, for the owners of the vessel, remarking that he had been instructed to appear before them except to assist, to the utmost of his clients' power, by suggestions or by the production of evidence, the investigation touching the unfortunate occurrence in question. He felt certain that the mercantile and maritime community acknowledged the usefulness of a tribunal like that which he was addressing, composed as it was of persons whose skill and impartiality rendered them so qualified in carrying on inquiries of this kind; and the public would be satisfied with any conclusion to which they might come. He is instructed even then not to discuss with the Court any of the matters touching this inquiry, but rather to afford them every assistance, for he felt sure they would say whatever they thought proper in the report they might draw up, and he hoped that, whatever they might think of the causes that had led to the loss of the vessel in question, they would, in the interests of the public and in the interests of those who might navigate those seas in future, recommend anything that seemed to them likely to prevent repetition of these deplorable occurrences and terrible loss of life. Unfortunately, they could not call Captain Burgess before them, and they could not know the causes that might have brought the ship into the position where she was lost; but all the evidence went to show that Captain Burgess was an able seaman and skilled navigator; that he was most anxious to do his duty, and did his duty to the best of his ability. As had been

remarked, it was most desirable that some signal or warning should be placed at Cape Race, to indicate to vessels their proximity to danger. Something had been suggested some time ago, and he hoped the British Government would not be negligent in performing their duty in this respect. Some time ago an American Company offered to erect some signal on Cape Race, but the British Government refused to allow a foreign body to do what they had not done themselves. Since then he was not aware that the Government had taken and further steps in the matter, and until this occurrence had come before them had not considered the matter at all.

After remarking that there was no indication on the Admiralty Chart as to the currents running generally northwards, the learned gentleman expressed a hope that, whatever conclusion they might come to, they would not feel compelled to express any censure or blame on the unfortunate gentleman who had command of the vessel.

Mr. Raffles:—As we will not have another public sitting, although we may meet tomorrow to consider our report, I think it right to say that we have received every assistance which it was possible to receive from the owners of the vessel.

The proceedings then terminated.

LOSS OF THE "ANGLO-SAXON."

The following is the official Report as to the loss of this vessel, not received in Canada until after the Postmaster General's Report and the Order in Council thereon:

" TO THE RIGHT HON. THE LORDS OF THE PRIVY COUNCIL FOR TRADE.

" My Lords,—I have the honor to report for the information of your lordships the result of the inquiry which, in conjunction with Captains Harris and Baker, as nautical assessors, I have held into the circumstances attending the wreck of the screw steamship 'Anglo-Saxon,' on the 27th of April last.

" The frightful magnitude of the disaster naturally excited an unusual amount of interest, and communications relating thereto, chiefly from passengers by the ill-fated vessel, now residing on the other side of the Atlantic, have, in the course of the enquiry, reached one or other member of the Court.

" Their communications, though not receivable as evidence of the facts stated therein, have, on several points, guided the Court in the examination of the witnesses, as it seemed highly desirable that the public mind should be set at rest as to the truth of certain statements which had obtained currency through the public press both in this country and Canada. The conclusions, however, at which I have arrived are deduced solely from the facts proved in evidence by the witnesses who were examined *viva voce* before the Court.

" The 'Anglo-Saxon' was built at Dumbarton in the year 1860, and was owned by Messrs. Allan and others, and was one of the line of steamers trading between Liverpool and Montreal, and carrying the mails for the Canadian Government. Her gross registered tonnage was 1,712 tons, and she was of 250-horse power. She had a crew of 85 persons, and was commanded by Mr. William Burgess, who held a certificate of competency as master.

" The 'Anglo-Saxon' left Liverpool for Quebec on the 16th of April. She had on board, in addition to the master and crew, 360 persons, 48 being cabin and 312 steerage passengers, a general cargo consisting of iron and measurement goods, and the usual mails in charge of Mr. Green. The requirements of the Board of Trade with respect to boats and compasses had been complied with, and the ordinary declaration for a foreign-going steamship, signed by the shipwright surveyor at Liverpool, was shown to the Court, specifying the number of passengers allowed to be carried, and the number and cubical contents of the boats, from which it appears that the vessel was licensed to carry 455 passengers; and in the present instance, including the master and crew, there were on board 446 persons. The usual certificate as to compasses was also produced, signed, as required by the Board, by the previous master, and dated the 29th of October, 1862.

" After touching at Moville, on the 17th of April, the vessel proceeded on her voyage without anything to call for remark, until 8 p.m. on the 25th, when she fell in with ice,

accompanied by foggy weather. The engines were at once slowed, and at 10 p.m., the ice becoming thicker and the fog increasing in density, the engines were altogether stopped, and according to the evidence of the first engineer, so remained until 10 a.m. on the 26th, when the ice being somewhat less compact, the engines were occasionally moved slowly ahead by one or two revolutions at a time until 2 p.m., when clear water was reached, and the engines were put on full speed; all sail was made with the wind from the S.S.E., and a course shaped N.W. and by W. towards Cape Race. At noon on this day an observation had been obtained, which gave the lat. 46° 54' N., and at 3.30 p.m. sights were taken for the chronometer, which brought back to noon placed the ship in long. 47° 24' W. A similar sight taken at noon Cape Race bore about W. $\frac{1}{2}$ S., and the ship steered about W. 1 deg. S. till 8 a.m. on the 27th, so that it is obvious that in the long run of 18 hours she would be at that time clearly to the northward of the cape. At 8 a.m. the engines were slowed to half speed, and the course was then altered to W. S. W. true, until she struck, shortly after 11 a.m., about half-a-mile to the southward of Clam Cove, and became a total wreck. Immediately on the vessel striking, such of the boats as could, in the position of the vessel, be got at, were lowered, and by that means, and also by means of a spar which was thrown across to the nearest rock, and a whip from the foreyard, to which a basket was attached, many lives were saved; and in all probability had not the ship listed over to port and sunk in deep water, in little more than an hour all hands might have been rescued. Those who were earliest on shore proceeded to Cape Race and communicated by telegraph with St. John's, in consequence of which the steamer 'Dauntless' was at once sent off in search of the boats, and picked up three of them, and also took up several persons from parts of the floating wreck. In all, according to the most reliable accounts that could be furnished, 209 persons were saved.

"In reviewing the circumstances attending the catastrophe, the main difficulty arises from the conflicting evidence as to the actual speed of the ship during the period from two p.m. on the 26th, when her position would be little changed from the time of the noon observation of that day, till eight a.m. on the 27th. But in carrying back the reckoning from the spot on which she struck till eight a.m., it is clear that she must have run at the rate of twelve knots an hour during the period in question. During this long run of eighteen hours the tendency of the wind and sea would be to place the ship ahead and to the northward and westward of her reckoning, and the distance run was probably thus accelerated; but for this it would appear that no allowance was made. Had the lead been occasionally used, as, without doubt, in such weather and approaching land, it should have been, Captain Burgess might have had timely warning of his danger. Nor can I omit to notice (though I feel most painfully the necessity under which I am laid to comment upon the acts of a man who, when the fatal accident happened, nobly did his duty and perished in its performance), that the speed at which the vessel was driven, during a thick fog and in the vicinity of land, was highly imprudent.

"I feel bound, therefore, acting under the advice of my nautical assessors, to pronounce that the 'Anglo-Saxon' was lost owing to a wrong estimate of the distance run; that there was a culpable omission to use the lead after eight a.m., and that it was a most reprehensible act on the part of the commander to continue his course in a thick fog, even at half speed, in such an uncertain position.

"I may here refer to a recent report now before me, made by Captain Orlebar, R.N., surveying officer on the station, to Sir Alexander Bannerman, Governor of Newfoundland, bearing on this question, and which may prove useful to future navigators. Captain Orlebar says:—There are few coasts more safely approachable than the south-eastern coast of Newfoundland from Cape St. Mary to Cape Race, if the lead be used and the speed moderate. Soundings of moderate depth extend far off all these headlands, and the water shoals gradually to the shore. But if vessels continue to be navigated in these waters, especially in foggy weather, without using the sounding lead, there is so much uncertainty in the strength and set of the currents, that shipwrecks must occur, as they have occurred, with lamentable frequency."

"With respect to the boats, I find, from the document to which I have already referred, that the authorities at Liverpool certified that the vessel was properly equipped. I am glad also to be able to refute the charge of insubordination and cowardice which had been alleged against the crew of the boat No. 4. The evidence of the first mate has fully

confirmed the assertion made, and to some extent proved, independently of his evidence on their behalf, that the boat had been injured in lowering and was laying off for the necessary repair. I may also add that the crew were stationed in their respective boats, and that a list was hung up in the proper place, while the first mate distinctly speaks to the fact that he at any rate found the right men in his own boat, which was No. 2.

"I have but one other point to touch upon in reference to this casualty. There was only one chronometer on board. In all other respects the "Anglo-Saxon" appears to have been thoroughly equipped.

"I think it due to the owners to state that, among their instructions to their captains, is the following:—"When you meet with fog or ice, or when, owing to the darkness of the weather, there is any risk of proceeding, the safest course is to lay to till daylight, or until the weather clears up." And again:—"The lead should be used frequently, and the utmost care exercised when you are in any doubt as to your position." Would that these admirable instructions had been fully carried out.

"Considerable controversy has arisen out of this disaster in reference to the expediency of a fog signal on Cape Race. I have not thought it right to close my report without an allusion to this suggestion. It is no part of my duty to discuss the respective merits of the plans proposed for adoption. I am informed that the matter has already been before your Lordships, and I feel confident that you will not delay to take such measures as may in your judgment seem most desirable if upon further inquiry any action is deemed expedient.

"I have the honor to remain, my Lords,

"Your Lordships' most obedient servant,

"T. S. RAFFLES,

"Police Magistrate.

"Liverpool, July 31.

"We concur in the above report,

"HY. HARRIS, }
"ROBT. BAKER, } Nautical Assessors."

RETURN

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 3rd instant, praying His Excellency to cause to be laid before the House, "Copies of all Orders or Resolutions of the Executive Council, authorizing the payment to Municipalities in Upper Canada of moneys from the 'Improvement Fund,' created under the provisions of an Act of the Parliament of this Province, passed in the 16th year of Her Majesty's Reign, chaptered 159, and of any Orders rescinding the same."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 9th September, 1863.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 27th February, 1855.

On a memorandum dated 26th inst., from the Secretary of Agriculture and Statistics, concurred in by the Hon. the Minister of Agriculture, containing a statement of the balances required to construct the various lines of road in Upper Canada, undertaken in view of the grant of £30,000 made in 1852-'53 for that purpose.

The total amount now under contract appears to be £65,589.

The Secretary recommends that, as the amount of the Parliamentary Grants in 1852 and 1853, for opening up the waste lands in Upper Canada, is only £30,000, the balance, (£35,589) required to construct the roads enumerated in his memorandum, be defrayed from the Improvement Fund established by the 14th Sec. of the Act 16 Vic., Cap. 159, as follows:—

From the Common School Lands Improvement Fund, the cost of the roads passing through the Common School Lands, viz., 205 miles at £100 per mile.....	£20,500	0	0
Cost of the Maitland Bridge.....	2,500	0	0
From the Crown Lands Improvement Fund, the balance of.....	12,589	0	0

Which latter, he states, should be charged to the account of the roads under Mr. Gibson's superintendence, through the Crown Lands, as the money would be much sooner received from their sale than from the sale of those in the eastern section.

	£35,589	0	0
Parliamentary Grant.....	30,000	0	0
	£65,589	0	0

The Committee recommend that the excess alluded to be charged on the Improvement Funds, in the proportions suggested.

(Certified.) Wm. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 27th March, 1855.

On an application from George Jackson, Esq., M.P.P., dated 28th ult., requesting that the Durham Road, east of the Toronto and Sydenham Road, may be opened through

a part of the Township of Artemesia, and the whole of the Township of Osprey, in the County of Grey, to the easterly limit of the said county, so as to connect with the Ontario, Simcoe and Huron Railroad, and complete one of the leading roads of the Province.

The above application having been referred to David Gibson, Esq., Agent for the opening of roads in the western section of Upper Canada, he recommends that the same be complied with, and estimates the total cost thereof at £1500, a portion to be taken from the School Land, and the balance from the Crown Land Road Fund.

The Secretary of Agriculture and Statistics recommends, with the concurrence of the Honorable the Minister of Agriculture, that £1000 be appropriated out of the proceeds of Crown Lands in the Townships of Artemesia and Osprey, for the purposes above set forth, and that Mr. Gibson be instructed to open the road east of the Toronto and Sydenham Road, *first*, and to apply the balance of that amount in cutting and grading on the Durham Road, west of the Toronto and Sydenham Road, above referred to.

He further states that the Crown Lands in the Townships of Artemesia and Osprey are nearly all sold, and the amount now required for this great leading road is available out of that portion of the fund resulting from such sales. That the distance from the Owen Sound Road at Durham, to the Ontario, Simcoe and Huron Railroad, by the route recommended, is 40 miles, whereas by the present travelled road by Sydenham, it is 88 miles.

The Committee humbly advise that the above recommendation be approved and acted on.

(Certified.) Wm. H. LEE, C.E.U.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 7th December, 1855.

On a report, dated 24th October, 1855, from the Honorable the Minister of Agriculture, stating that of the sum of £25,000, voted during the last session of the Legislature for the improvement of the waste lands of the Crown, no part of the share accruing to Upper Canada has, as yet, been appropriated, although several applications have been made for aid from that fund.

That the Honorable W. B. Robinson, and G. Jackson, Esquire, M.P.P., have applied for a sum of £1,500 towards the construction of a road from Collingwood to Meaford. This road, the Minister of Agriculture states to be of the utmost consequence, and one requiring the immediate action of the Government; he, however, recommends that a sum of £1,250 only be granted from the above fund, leaving the deficiency, if any, to be made up by the municipality.

That the sum hitherto granted for the Camden and Madawaska Road is now nearly expended, and has been found insufficient for its completion, and he recommends, for the reasons detailed in his report, that a sum of £1,750 be appropriated for this road in the following proportions, viz., £1,000 to complete the south end of that road, an extent of 16 miles; £500 for the northern portion, 10 miles; and £250 for a bridge over the River Madawaska, as suggested in Mr. Gibson's report; which sum of £1,750, together with the grant of £1,250 to the Collingwood and Meaford Road, to be charged to the vote above alluded to.

The Minister of Agriculture also brings under Your Excellency's notice that numerous applications have been made for aid from the Improvement Fund created by the 14th Section of the Land Act, 16 Vic., Cap., 159, which authorizes one-fourth of the proceeds of the sale of School Lands, and one-fifth of those of Crown Lands, to be expended in the several counties in which the sales are effected.

That none of this fund has, as yet, been set apart from the sales hitherto made, although an Order in Council has passed for the expenditure of £25,000 thereout.

That it appears requisite that the Crown Land Department should be directed to apprise the Inspector General of the amount at the credit of each county for proceeds of sale of both Crown and School Lands, that the proportions accruing to the Improvement Fund may be set apart by the Receiver General for that purpose.

Out of the Improvement Fund referred to, he recommends that the following sums be appropriated for the objects hereafter stated, viz. :—

£1,000 for the construction of a bridge over the Saugeen, on the road leading to Sydenham, and from Elora to Southampton, and the levelling of a hill on the west side of such bridge.

£600 for the construction of two bridges on the Durham Road, over a branch of the Saugeen River, in the Township of Brant, according to Mr. Gibson's estimate accompanying the report—one of the said bridges being at Walker's Mills, and the other a few miles eastward.

£500 for the completion of a road already partially opened, and running north and south through the Township of Kinloss, and (with the exception of a few slight deviations) between Lots 10 and 11 in that township; and

£500, in addition to a like sum granted on a former occasion, for the construction of a road from Zone Mills to the north-west corner of the Township of Enniskillen, but which latter sum has never yet been drawn from the Receiver General for that purpose, on account of its supposed inadequacy to perfect the road as desired. The Minister of Agriculture states, that although the sum of £1,000 will not be sufficient probably to complete more than one-half of the road, the circumstance that the lands on the route are chiefly in the hands of absentees, would lead to the inference that the County Municipality have means at their disposal, from local taxes, to complete any portion that may be left incomplete after the expenditure of the £1000 above alluded to.

The Committee concur in the several suggestions of the Honorable the Minister of Agriculture, and humbly advise that they be approved and carried out.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 11th January, 1856.

On a supplementary report from the Honorable the Minister of Agriculture, bearing date the 28th December, 1855, submitting several recommendations with respect to grants in favor of Colonization Roads, in addition to the sum of £3,000 granted under Order in Council of the 7th ult., viz. :—

The Committee having given their most attentive consideration to the reasons assigned in the said supplementary report, in support of the several appropriations therein recommended to be made, concur in opinion with the Honorable the Minister of Agriculture, and submit for your Excellency's approval the following grants to be chargeable to the Colonization Fund and the Improvement Fund respectively, as follows :—

COLONIZATION FUND.

For Frontenac and Madawaska Road.....	£1000	0	0
“ Victoria and Peterboro' Roads.....	1500	0	0
“ a road in the County of Perth, between Elma and Mornington on one side, and Logan and Ellice on the other. <i>Conditionally</i> , that the Canada Company give a like sum.....	500	0	0
“ a road also in Perth, between Elma and Wallace on one side, and Mornington and Maryboro' on the other, being 26 miles.....	500	0	0
“ the Ottawa and Opeongo Road.....	1000	0	0
“ the Madoc and Madawaska Road.....	350	0	0
Add amount appropriated under Order in Council of 7th December, 1855.....	3000	0	0
<hr/>			
Total granted out of this fund.....	£7850	0	0
Leaving a balance, unappropriated, of.....	4650	0	0
	<hr/>		
	£12,500	0	0

IMPROVEMENT FUND.

(Established by the 19th Sec. of the 16th Vic., Cap. 159,) when the same shall be available.

For a road between Elma and Wallace, on the one side, and Morningson and Maryboro' on the other, in the County of Perth, being 26 miles.....	£ 500	0	0
" a road between Bruce and Saugeen, in the County of Bruce.....	800	0	0
" a road between Saugeen and Goderich.....	1200	0	0
	<u>£2800</u>	<u>0</u>	<u>0</u>

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 28th July, 1856.

In reference to the fund for Public Improvements, formed under the 14th section of the Act 16 Vic., Cap. 159.

The Committee recommend that the funds derived from the sales of lands in each particular township, or other municipality, and applicable to the purposes of this fund, and not already apportioned, be applied to the making, maintaining, altering or improving of the roads or bridges in each of those townships, or other municipalities respectively, and be for this purpose distributed and disposed of by and through the Municipal Council of each such township or other municipality; each such council to report to the Bureau of Agriculture the manner of expenditure of all such moneys, on the first days of January and July in each year, and at any intermediate time within ten days after having been called upon so to do by that department.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Administrator of the Government in Council on the 20th August, 1857.

On a memorandum, dated 18th July, 1857, from the Secretary of Agriculture and Statistics, stating that it has been represented by W. S. Conger, Esq., M.P.P., that previous to the passing of the Order in Council of 28th July last, applying the Improvement Fund under the 16 Vic., Cap. 159, Sec. 14, to be expended in the several counties whence it was derived, he (Mr. Conger) was led to believe by the Honorable Attorney General West, that the Improvement Fund of the County of Peterboro' would be applied to the construction of certain roads, and that the construction of such roads was accordingly commenced, and some outlay of the said fund made thereon.

And that it appears that the following sums remain to the credit of the several townships in the said county, out of the Improvement Fund of 1856, viz. :—

To the Township of Smith.....	£ 7	7	9
" " Harvey.....	99	15	9
" " Cameron's Island.....	109	0	3

Making in all the sum of.....£216 3 9

which he, the Secretary, recommends should be retained by the Receiver General, subject to the special order of the Honorable the Minister of Agriculture, for the construction of the roads hereinbefore named.

The Minister of Agriculture concurring in this recommendation, the Committee advise its adoption.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 4th March, 1858.

On a reference from the Auditor of Public Accounts, the Committee respectfully advise that the reserve authorized by the 14th Clause of the Act 16 Vic., Cap. 159, on the sales of School and unappropriated Crown Lands, be also made in the case of the sales of such lands on the Island of St. Joseph, and at the Sault Ste. Marie, and in the other parts of the unorganized territories.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 16th April, 1858.

On a memorandum dated 8th April, 1858, from the Honorable the Minister of Agriculture, stating, that by Order in Council of 11th January, 1856, a sum of £800 was granted for the making of a road between Elma and Wallace on one side, and Mornington and Maryborough on the other, in the County of Perth—such amount to be paid out of the Improvement Fund (16 Vic., Cap. 159, Sec. 14,) whenever funds might be available.

That the funds available up to 31st December, 1855, in all the County of Perth, amounted to £990 5s. 2d., all of which was accruing to the Township of Elma, for sales of land therein, no other township having any Improvement Fund up to that date.

That out of this sum of £990 5s. 2d., there had been expended (before the passing of the Order granting to each township its own share of the fund,) the sum of £678 15s. 6d., leaving a balance of £311 9s. 8d. due to the said Township of Elma, up to 31st Dec., 1855.

That Mr. Daly, M.P.P. for Perth, and the Reeves of Elma and Wallace, now apply for the repeal of the Order granting £800 from the fund for the road above mentioned, and that the fund be given by the Receiver General to the townships to which it severally belongs, as the balance of this £800 unexpended is not required for the performance of any existing contract.

The Minister therefore recommends that the balance, being £311 9s. 8d., remaining due to Elma on the 31st December, 1855, be paid by the Receiver General to that municipality, upon receiving the required authority from the Treasurer thereof, and that the division of the fund for 1856 for the County of Perth, be in no way affected by the said Order of 11th January, 1856.

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

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 27th May, 1858.

On a petition from the Reeve of the Township of Minto, representing that the Improvement Fund of that municipality has been expended, under the direction of the Superintendent of Roads, in a very unsatisfactory manner, being laid out near the extreme end of the township. That he hears with alarm of the proposed opening of the boundary line between Minto and Howick; and praying that the Municipal Council be allowed to expend their share of the Improvement Fund on such roads as they may consider most beneficial to the township.

The Honorable the Minister of Agriculture reports that the first statement above made is incorrect; the money having been expended almost wholly on the Elora and Saugreen Road, running nearly in a straight line through the township. That the small sums laid out, by Order in Council, on lines between the Garrafraxa Road and Minto, and between the latter place and Maryboro', were authorized so to be, and public notice of the same given prior to the sale of the Township of Minto.

That there is no ground for the alarm manifested by the applicant, respecting the opening of the boundary line between Minto and Howick; and

That the privilege granted by Order in Council, permitting the townships to expend the Improvement Fund on such roads as they may think most require it, will be extended to the Municipality of Minto so soon as the works are completed, which are now under contract, and which were undertaken prior to the Order referred to.

The Committee recommend that a copy of the above quoted report be transmitted to the applicant, as a reply to his application.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 30th October, 1858.

On a report, dated 16th April, 1857, from the Honorable the Minister of Agriculture, reporting that under the 14th Sec. of the Act 16 Vic. Cap. 159, an Order in Council was passed appropriating one-fourth of the Grammar and Common School Funds for public improvements within the townships whence the fund is derived. That the fund derived from the sales of School Lands to 31st December, 1855, has been appropriated.

That the amount arising from the sale of Common School Lands for 1856 is £5,883 11s. 5d., and that from Grammar School Lands for the same year only £766 14s. 9d. That the latter amount, when divided among the various townships from which it has been derived, will be of very inconsiderable value for public improvements, but would be of very great value in aiding grammar schools in various ways; for instance, in securing masters for classical schools, many applications for additional grammar schools having been made, and recommending that in future none of the proceeds of the sales of the Grammar School Lands in Upper Canada be diverted from the purpose for which they were originally intended, save the proportion of the sales to the 31st December, 1855, above alluded to.

The Committee recommend that the fund arising from Grammar School Lands be reserved as suggested by the Minister of Agriculture.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 30th October, 1858.

On a memorandum, dated 24th September, 1858, from the Honorable the Minister of Agriculture, submitting that the Improvement Fund, collected under the 14th section of the Act 16th Vic., cap. 159, amounts (exclusive of the Grammar School proportion of the same) to the sum of \$54,266.85, and that applications from municipalities entitled to a share of the same, under Order in Council of 28th July, 1856, have been very numerous and very pressing; many of them having given out contracts on the strength of that fund, now long overdue.

The Committee recommend that the Improvement Fund for 1856 (less the amount arising from the sale of Grammar School Lands) be disbursed to the municipalities in the manner provided by the Order of the 28th July, 1856.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 16th March, 1859.

On a petition from the Reeve of the Township of Turnberry and the Acting Reeve of the Township of Howick, representing that much distress and destitution must arise from the inability of farmers in these townships to procure seed-wheat, and praying that advances be made to the extent of \$1600 to Turnberry, and \$2700 to Howick, out of the Improvement Fund.

The Honorable the Inspector General recommends that the advance prayed for be granted to the extent above mentioned, and that warrants do issue for the amounts on account of the Improvement Fund.

The Committee advise that warrants issue accordingly.

(Certified.) WM. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 9th June, 1859.

On an application of the Warden of the County of Grey, representing that much destitution prevails amongst the farmers in that county, and requesting that debentures, to the amount of \$10,000, under the Seed Grain Act, be negotiated by the Government, or that the amounts due to that county out of the Improvement Fund be paid at once for that purpose.

The Honorable the Minister of Finance recommends that the Receiver General be authorized to pay to the proper officers of the several township municipalities in the County of Grey, the amount of the Improvement Fund for 1857 due to them; and further, to advance forthwith to the proper officers such portion of the Clergy Fund moneys, as, in his opinion, will be due to the said county on the 1st July, and that warrants do issue accordingly; the expenditure of the said amounts to be in accordance with the statutes regulating the same.

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

(Certified.) Wm. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 8th July, 1859.

On a petition of certain inhabitants of the Township of Minto, representing that much distress prevails in that township, owing to the failure of the crops last autumn, and praying that a sum of \$770.23, which appear by the returns furnished to the Legislature to be due to that township from the Improvement Fund for the years 1857 and 1858, be placed in the hands of the Township Council, to alleviate the existing distress and enable farmers to purchase seed-grain.

The Honorable the Commissioner of Crown Lands recommends that the petitioners be informed that there are no funds in the hands of the Government applicable to the Township of Minto which can be appropriated as desired, the Improvement Fund referred to having been already allocated.

The Committee concur in the above recommendation.

(Certified.) Wm. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 8th July, 1859.

On a letter dated 9th instant, from the Reeve of the Townships of Verulam and Somerville, stating that it is the desire of that municipality to appropriate a portion of the Municipalities Fund and the Improvement Fund, temporarily, to the relief of destitute settlers in the new townships on the Bobcaygeon Road, and requesting to be informed of the amount of each of those funds accruing to them, and the period when the same will be available.

The Deputy Receiver General states that the Clergy Reserve Fund has not yet been apportioned; the amount of the Improvement Fund accruing to Verulam is stated to be £43 18s. 7d., and to Somerville, £76 5s. 5d.

The Commissioner of Crown Lands recommends that the Township Council of Verulam and Somerville be called upon by the Bureau of Agriculture for an immediate return of the monies expended by them, and the manner in which the same were so expended.

The Committee concur in the above recommendation.

(Certified.) Wm. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 8th July, 1859.

The Committee have had under consideration a memorial from the Reeves of the Townships of Bruce and Kinloss, praying that an advance of \$1000 be made to each of those townships on account of the Improvement Fund, to enable those municipalities to relieve the distress now prevailing amongst the inhabitants of the said townships.

The Committee respectfully advise that the application be not entertained, inasmuch as the Improvement Fund has been exhausted, and there is no other fund at the disposal of the Government out of which the advance could be made.

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 23rd November, 1859.

In reference to the Order in Council of the 8th July, 1859, requiring a statement of the manner in which the monies accruing to the Municipal Council of Verulam and Somerville, from the Improvement Fund, had been expended by that municipality, the Commissioner of Crown Lands, acting for Honorable the Minister of Agriculture, reports that the fund accruing to the Township of Somerville for 1855, was.....\$3861 18
Of which there has been accounted for by the Treasurer, as per return submitted.. 3117 00

Leaving a balance for 1855 of.....	\$ 744 18
Fund for 1856.....	329 90
Fund for 1857.....	305 08

Total fund available.....	\$1379 16
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And he submits a letter from the Treasurer of Verulam, with which Somerville is united, praying that the balance for 1855—\$744.18—may be expended by them without restriction as to locality.

It is submitted in the said report, that inasmuch as this whole fund has been derived from sales of Somerville lands, it does not appear right that the request should be granted, but that the \$744.18 in their hands be expended wholly for the direct and special benefit of the Somerville settlers.

And it is further suggested that the Improvement Fund of the said Township of Somerville, for 1856 and 1857, amounting to \$634.98, be reserved by the Receiver General, to be expended in such manner as may be deemed desirable by the Bureau of Agriculture.

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

(Certified.) WM. H. LEE, C.E.C.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 10th January, 1860.

The Committee have had under consideration a letter dated 5th January, 1860, from the Secretary to the Bureau of Agriculture, requesting the issue of a warrant for the sum of \$11,212, in favor of David Gibson, Esq., Chief Superintendent of Colonization Roads—such amount being the balance of the Improvement Fund accruing to the Counties of Huron and Bruce for the year 1857, less the sums belonging to Howick and Turnberry, in the former county, which have been otherwise appropriated; and also of another warrant for the sum of \$20,000, in favor of the said David Gibson, and to be charged to the Colonization Road Fund.

The Secretary states, that the above warrants, amounting to the sum of \$31,212, are to be applied by Mr. Gibson in the liquidation of an overdrawn balance at the Bank of Upper Canada, and in payments to contractors for works already completed, and that their issue is recommended by Mr. Langton in his report of the 4th instant, accompanying the present application.

The Committee recommend the issue of the warrants for the above mentioned amounts.
(Certified.) Wm. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 9th October, 1860.

On an application of Albert Pellew Salter and Honorable Colonel Prince, for an appropriation of \$500 out of the Improvement Fund of Sault Ste. Marie, for the completion of the street through the town plot of said village. Also, on the petition of sixteen of the inhabitants of St. Joseph's Island, and the recommendation of Mr. A. P. Salter, for the sum of \$400 for the construction of a road across said island, to facilitate the communication from the south side of the island to the post office at Bruce Mines.

The report, dated 5th instant, from the Bureau of Agriculture recommends that the \$500 be specially appropriated to making a road through the town plot of Sault Ste. Marie; and also, that \$400 be granted for the construction of a road across St. Joseph's Island, provided the right of way be in each case secured therefor, and the appropriations expended under the directions of Mr. Salter.

The Committee advise that the appropriations suggested be made and charged to the Improvement Fund for the respective localities, for the year 1857.
(Certified.) Wm. H. LEE, C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 6th March, 1861.

On the recommendation of the Honorable the Commissioner of Crown Lands, the Committee advise that the Order in Council of 7th December, 1855, authorizing the payment of the Improvement Fund created by the Land Act, 16 Vic., c. 159, be rescinded
(Certified.) Wm. H. LEE, C.E.C.

RETURN

To an Address of the Honorable the Legislative Assembly, dated 7th September, 1863, for Copies of Correspondence and Papers relative to certain Bonds of Grand Trunk Railway Company detained by Government.

By command,

A. J. FERGUSSON BLAIR,
Secretary.

SECRETARY'S OFFICE, 10th Sep., 1863.

[Copy.]

GRAND TRUNK RAILWAY OF CANADA,
QUEBEC, July 18, 1863.

SIR,—I beg respectfully to apply to you on behalf of the Grand Trunk Railway Company, to issue an order to your financial agents in London to release to us second preferred bonds of the Company for £40,000, hypothecated to cover a special loan from the Government, which we believe now to have been very much more than covered, and which, so far as we know of the accounts of the Government, is also shewn to be liquidated even by the mode of considering the account adopted, and which we consider inadequate to meet the fair claims of the Company.

The special reason which induces us to wish to have these bonds released now, apart from the above consideration, is founded upon our desire to erect a central station at Toronto, in accordance with promises made to the municipality of that city, and also to provide some additional stock of cars, to meet the trade of the winter, which, looking at the appearances of the harvest, we expect to be very considerable.

We propose now to obtain the necessary finances by the sale or hypothecation of these bonds, and we have no other immediately available resources for the purpose.

It would, of course, be understood that no questions between the Government and the Company are to be considered as prejudiced on either side by your releasing the securities in question.

Begging the favor of an early answer,

I have the honor to remain,

Your most obedient servant,

EDW. W. WATKIN,

President.

Hon. L. H. Holton, Finance Minister, &c., &c.,
Quebec.

MONTREAL, July 20th, 1863.

SIR,—Referring to my letter of the 18th instant, applying for the release of preferential bonds of this Company now in the hands of your financial agents in London, England, I beg to say that the amount of such bonds is £42,500 sterling, and not £40,000, as incorrectly stated in my letter.

If you could favor me with a reply in time for next Saturday's steamer, it would be a great obligation, and would much facilitate our operations, which, to be of any value, must be commenced at once, both as regards the station work at Toronto and the construction of the new working stock.

I have the honor to be, sir,

Your obedient servant,

EDW. W. WATKIN,

President.

The Hon. L. H. Holton, Finance Minister, &c., &c.,
Quebec.

To the Minister of Finance.

In August, 1860, a sum of \$172,830.67 was made to the Grand Trunk Railroad Company upon the security of £42,500 sterling, 2nd prof. bonds. In August and September of the same year a further loan of \$73,000 was made, on the security of the postal subsidy, and paid in two instalments. Such would appear to have been the arrangement from the documents in the possession of the department, but from Mr. Galt's instructions we have always looked upon the two loans as on the joint security of the bonds and postal subsidy. Up to the present time we have received on account of these loans from the Post-office Department \$224,462.27, leaving a balance of the capital due of \$21,368.40.

No interest has been paid by the Grand Trunk Railway on this loan directly, but in 1861 we received an amount in excess of the interest due on another loan on Toronto bonds, which was placed to their credit on account of this loan, leaving due of—

Interest up to December, 1860	\$850	00
31st December, 1861—One year's interest, at 5 per cent., on \$132,685 78	6,634	28
31st December, 1862—One year's interest, at 5 per cent., on \$1,368 40	4,068	42
30th June, 1863—Half-year's interest, at 5 per cent., on..... 21,368 40	534	21
Total interest.....	\$12,086	91
Capital.....	21,368	40
Total amount due on this loan 30th June, 1863.....	\$33,455	31

It would appear, therefore, that the amount now due, including interest, falls considerably within the amount of postal subsidy, which at the present rates will be payable to the Grand Trunk Railway in December next.

I do not think that the other two loans to the Grand Trunk Railway—viz., the special loan of \$120,000, in February, 1861, and the amount advanced on account of subsidiary lines—are in any way connected with the preference bonds, held as collateral security for the first loan; and I think, therefore, that the claim of the Grand Trunk Railway to have the bonds released is a just one.

July 20.

JOHN LANGTON, Auditor.

[PER TELEGRAPH.]

QUEBEC, July 22nd, 1863.

E. W. Watkin, Esq., President G. T. Railway Company,
Montreal.

I was disposed to recommend compliance with your request, but the position now taken by Mr. Brydges, that under the Arrangements Act postal earnings are not applicable to reimbursement of Government advances, forbids my doing so until all points are adjusted.

L. H. HOLTON, M.F.

[BY TELEGRAPH FROM MONTREAL.]

MONTREAL, July 22nd, 1863.

To Hon. L. H. Holton.

Your telegram laid before the members of the board here, who unanimously protest against the wrongful detention of the property of the Company.

E. W. WATKIN.

MONTREAL, July 27th, 1863.

MY DEAR MR. HOLTON,—I had not the honor of receiving any reply to the telegraphic message which my colleagues desired me to send you, in reference to the bonds held by the Government.

There really can be no practical question as to the payment of the loan for which these bonds were hypothecated; still less as regards the ability of the Grand Trunk Company to reimburse the Government any just and honorable claim against our corporation.

I hope that my telegram was not misunderstood, because I am most anxious to exhibit towards you personally that respect which I feel, and which induces me to believe that, whatever the attitude of others may be, you will support every thing which is just and fair towards the Grand Trunk Company, as one of the useful institutions of Canada.

Yours very truly,

EDW. W. WATKIN.

Hon. L. H. Holton, &c., &c., &c.,
Quebec.

[Copy.]

QUEBEC, July 29th, 1863.

MY DEAR SIR,—I am favored with your letter of the 27th instant. I did not reply to your telegram, because its terms did not invite, but seemed rather to forbid reply.

You do me but justice in crediting me with a desire to deal fairly with the Grand Trunk Company, and that feeling is, I am persuaded, shared by all my colleagues.

With reference to your application for the release of the bonds lodged with Messrs. Glyn, I was most anxious to comply with it, and to comply with it promptly. I was prepared to report in that sense, when, meeting Mr. Mowat, he told me Mr. Brydges had, in discussing the subsidy question, taken the ground, that the postal earnings of the Company since the passage (or adoption) of the Arrangements Act of 1862 were not applicable to the repayment of the advances made by the Government to the Company. Now, as the release of the bonds was claimed by you, and could only be defended by me on the ground that the particular advances represented by them had been repaid, how could such repayment be shewn, while the Company were urging, through Mr. Brydges, that a portion of the postal earnings, which had been applied to the extinction of the loan, had not not been properly or legally so applied? Under these circumstances, the obvious course I thought, and still think, was to let the matter rest until a result was reached in the other and more important matter of the postal subsidy, and as you had asked for an early answer, I communicated this conclusion by telegraph. You replied, protesting against a "wrongful detention of the Company's property." It seemed to me that, considering the state of accounts between the Government and the Company, the language was wholly inapplicable, even if it were such as ought, under any circumstances, to be addressed to the Government of the country by the chief officer of a great corporation; and though little inclined to stand upon punctilio either in my official or my personal relations, I felt that so unjust and so uncourteous an imputation upon the Government, in a communication addressed to me as one of its members, could not be entirely ignored. I am sorry if I attached a meaning to your language which you did not intend to convey, and I shall cheerfully accept an assurance from you that I have done so. You must, I think, admit that "wrongful detention" of other people's property is a grave charge to bring against a man or a government.

Yours very truly,

(Signed), L. H. HOLTON.

To E. W. Watkin, Esq., Montreal.

MONTREAL, July 30, 1863.

MY DEAR SIR,—I merely wish you to bear in mind that the £42,500 of Preference Bonds were given as security for a particular loan, and that that loan cannot fairly be considered as not discharged at the date when the Arrangements Act came into operation.

It cannot, surely, be right for the Government to retain the security after the debt is paid, simply because other and general matters are in dispute.

It must be repeated, also, that the securities are required for a purpose involving the industrial interests of the Province.

If this be so, the expression of which you complain, and which I may mention, was concurred in by my colleagues, the Honorable Mr. Ferrier and Mr. Melson, without hesitation, can hardly be called "wholly inapplicable," or such as ought not to be addressed to the Government of the country "even by the chief officer of a great Corporation."

I am quite aware, by extremely painful experience, that those who represent the interests of railway capital expended here, would act more prudently if they submitted to injustice in silence, and bore disrespect without retort.

In future, I shall not offend by expressing opinions which, however well founded in my opinion, are still considered to be disrespectful.

I would, however, beg to be indulged for once, when I say that the legal obligations of the "Arrangements Act of 1862," speak for themselves, and that those obligations had, as I believed, been discussed between you and Mr. Brydges *prior* to Mr. B's. interview with Mr. Mowat.

I am, dear sir,

Yours truly,

(Signed,)

EDWD. W. WATKIN.

The Hon. L. H. Holton, &c., &c., Quebec

QUEBEC, July 31st, 1863.

SIR,—You chose to reply to a communication containing a courteous answer to an application you had made through me, to the Government, in language not usually addressed to gentlemen in the intercourse of private life, and which was singularly inappropriate, if addressed, as I was bound to assume that it was, to the Government of the country.

In replying to a subsequent communication from you, I tendered you the opportunity of withdrawing or qualifying the very offensive imputation your words, if taken in their obvious signification, must be held to express. Instead of doing either, in your letter of yesterday you repeat the words, and attempt to justify the imputation conveyed by them.

You cannot desire, I presume, to hold further intercourse with a Government whose conduct could be fittingly described in the language you saw fit to employ; and you will probably not be surprised to learn that I am authorised to inform you that so long as you continue to entertain the unfavorable opinion of the conduct of the Government you have avowed, it is hoped that any communications hereafter addressed to the Government or any member thereof, respecting the very important interests with which you are officially connected, will emanate from some other gentleman than yourself. Those interests, permit me to assure you, will continue to receive the consideration to which they are justly entitled, and will not be prejudiced in the slightest degree by the untoward circumstances which have given rise to this communication.

I have the honor to be, sir,

Your most obedient servant,

(Signed),

L. H. HOLTON.

E. W. Watkin, Esq., &c., &c.

QUEBEC, August 1, 1863, 3.30 p.m.

SIR,—I refrain from replying to your letter, just received, as I leave here directly for Montreal.

If on reflection I think it necessary, I shall take an early opportunity of doing so.

In the meantime, I wish it distinctly to be understood that I always hold myself responsible for any expressions I may use, and I am quite prepared to justify those which I have already adopted, because I believe they are founded in truth.

Your obedient servant,
(Signed), E. W. WATKIN.

Hon. Luther H. Holton, Quebec.

GRAND TRUNK RAILWAY OF CANADA,
MANAGING DIRECTOR'S OFFICE,
MONTREAL, August 10th, 1863.

SIR,—Referring to our recent correspondence, I beg to state that I have personally gone over the Minutes, Correspondence, and Accounts, in reference to the loan of £35,513 3s Od., received from the Provincial Government on the 16th of July, 1860, upon the security of the Postal Revenue, and of a deposit of £42,500 second preference bonds of the Company.

I find that the facts entirely bear out, authorize, and justify, the complaint which I had previously made.

These facts are that the bonds were deposited to secure this particular loan, and no other; and that this particular loan, by the accounts of the Government of Canada, was not only paid off, but an actual balance remained thereon to the credit of the Company on the 30th June, 1862.

I enclose an account made up from the official statement of the Provincial Government, which clearly shows the correctness of the above, and under such circumstances, and without further alluding to the personal disrespect exhibited towards me, I beg again, founding my application upon the justice and right of the case, to apply for an order for the restoration of these bonds.

I have the honor to be, sir,
Your obedient servant,
(Signed), E. W. WATKIN,
President.

Hon. L. H. Holton, &c., &c., &c., Quebec.

[Copy.]

GRAND TRUNK RAILWAY,
MONTREAL, August 10th, 1863.

MEMORANDUM of account between the Provincial Government of Canada and the Grand Trunk Railway Company, for loan by the former to the latter of £35,513 3s. sterling, on security of £42,500, second preference debentures.

1860.							
July 16—	For amount of Loan, as above.....					\$172,830	66
Dec. 31—	For Interest charged in account rendered by Provincial Government, £474 2 10 ster.					2,312	35
1862.							
June 30—	To do. do. do. do. do.				£457 16 7 "	2,228	18
							\$177,371 11
1861.							
Jan. 26—	Placed to credit of the Company, according to Provincial Auditor's Statement, by the Hon. Postmaster-General, to December, 1860.....					\$113,144	89
1862.							
Jan. 30.	do. do. do. do. do.				1861.....	51,317	37
June 30—	For moiety of amount (to 30th June, 1862), advised by Secretary of Post-office Department to Mr. Brydges, dated 12th January, 1863, to have been placed to credit of the Company for services in 1862—\$60,000.....					30,000	00
						\$194,462	26
BALANCE,	being payments by Grand Trunk Railway Company in excess of loan, adopting Canadian Government's own figures, although the Company claim a much larger payment, dating from 1858.....						17,091 15
						\$194,462	26

R E T U R N

To an Address from the Honorable the Legislative Council, to His Excellency the Governor General, dated the 24th ult., praying His Excellency to cause to be laid before that House "a copy of the instructions given to Mr. Gibbard and others, who were sent to take possession of the *Manitoulin Islands*, or part thereof, and of the Fisheries there, or relating to the division and distribution of the land on the said Island; also copies of the Reports of that gentleman, or of others, in the possession of the Government; copies of the depositions on which warrants were issued, and copies of the warrant or warrants for the arrest of persons who opposed the said taking of, possession or division and distribution of the lands on the said Island; a copy of the instructions given to Mr. Whitcher, who was sent to the *Manitoulin Islands* lately to replace Mr. Gibbard, and finally, copies of the Orders in Council on the subject of the possession of the said Islands, adopted since the 1st May last.

By Command,

A. J. FERGUSSON BLAIR,

Secretary.

SECRETARY'S OFFICE,
Quebec, 18th September, 1863. }

INDIAN DEPARTMENT,
Manitowaning, 16th January, 1863.

SIR,—On the 18th of November last I had the honor to report to you the proceedings of the Wequimekong people against Chief Tche Keeminah. Since then, other two Indians, with their families, have been by the same parties driven away from their houses, and compelled to reside on the lands recently surrendered to the Government. At the request of these two families, I have now to state that they also wish to return to their houses as early in the spring as possible, with a view to planting their corn, &c., and for this purpose, as well as for the securing future undisturbed possession of their properties, they now beg that you will be pleased to cause the necessary authority to be exerted in their behalf. Deeming it right that you should be made acquainted with all the particulars of the before-mentioned proceedings, I now beg to put under cover to you copies of the depositions of the aggrieved parties, made before David Leyton, J.P.

I have the honor to be, Sir,

Your obedient servant,

GEORGE IRONSIDE,

S. I. Affairs.

William Spragge, Esq.,
Deputy Superintendent Indian Affairs,
Quebec.

PROVINCE OF CANADA,) The deposition of Chief Tehe Keeminah, lately of Wequemikong,
 District of Algoma,) but now of Manitowaning, taken on oath this 15th day of
to wit:) January, in the year of our Lord 1863, at Manitowaning, in
 the district and province aforesaid, before the undersigned, one of Her Majesty's Justices
 of the Peace in and for the said district.

This deponent saith: That about two years ago or more it was reported here that the Government intended to make a treaty with the Indians for a surrender by them of the Manitoulin Island. In consequence of this report, a council took place at Metche-co-Wetche-wing, it having been, I believe, commenced principally by the Wequemikong people, and at which it was ordered that, should the Government make any propositions to the Indians about surrender, they should not accept of them on any consideration, but to oppose them with all their might. I did not go to this council, for I knew its object, and disapproved of its proceedings, more especially as it was premature, and not sanctioned by me. Some time after this, Father Choné said to Chief Mocotaishegun and myself, "It is very strange that you two will not join the other Indians in their efforts to oppose and prevent the giving up of your lands: I could not credit this report of you when first it was told me, but now I know it to be true." About one year and a half ago, Father Choné told the Indians, in my hearing, that the white men had already deprived their brethren above this of their lands, and that they (the Indians) had become very poor in consequence; that the Government wished to treat them in the same manner with regard to this island, and were even then working in an underhand way to accomplish their object, and that it was now necessary for them to be very watchful, else they too would be robbed of their land. After hearing this from the priest, the Wequemikong Indians made it a rule, that thereafter no chief, whether sent for or otherwise, should be allowed to go near the Superintendent without being accompanied by six Indians, to hear all the conversation which might pass between them, and that the chiefs should not be suffered to be out of their sight for a moment. One evening last summer, I was walking alone in the village of Wequemikong, and met Father Choné, when he told me he would not attend the dying sick of any of those Indians who were favorable to the giving up of their lands. After I left the council held here by the Commissioner last October, I met Father Choné in Wequemikong, when he said to me, "Tehe Keeminah, you are trying to cut the throats of the Indians; you no longer belong to this place,—you stand on the side of the murderers, the whites." On or about the night of the 16th of November last, or just two nights before I was forced away from Wequemikong, a number of Indians (I don't know how many, for the night was dark,) came to my residence, and took me from there in a sleigh to the school-house, where a large meeting was being held; and as soon as I was taken in, Miong-go-we, addressing himself to me, said—"Tehe Keeminah, you know perfectly well the determination we came to some time ago, to kill all those who should approve of the giving up of our land; however, for your offence in this matter, we will now only send you off from this place." O-sow-e-min-e-ke then got up and said to me—"What are your thoughts about this decision?" I replied that my thoughts were the same as they had always been: I will hold fast the advice of the Superintendent to me, which is to be peaceful, doing my duty as far as I can, and attend to the cultivation of my land. O-sow-e-min-e-ke again spoke, and said to me—"The reason the Superintendent gave you that advice was, that he might make use of you to our injury; but you must go away from this for certain, and when you now return home pack up your things, ready for removal, for if you do not, we will throw them out of your house, and scatter them about." On my saying again that I remained of the same mind, they all got very angry, and told me I must go to him whose advice I had listened to. They then conveyed me home, but I did not obey the order to pack up my things.

(Signed,)

TCHE KEEMINAH. ^{his} X
 MARK.

The above deposition of Chief Tehe Keeminah was taken and sworn to before me, at Manitowaning, on the day and year first above mentioned.

(Signed,)

DAVID LEYTON, J.P.

Witness and Interpreter,

(Signed,) P. JACOBS.

PROVINCE OF CANADA, } The deposition of Deserving Warrior, Megwance, now of Little
 District of Algoma, } Current, but lately of Wequemikong, taken on oath the 15th
to wit: } day of January, in the year of our Lord 1863, at Manitowaning,
 in the district and province aforesaid, before the undersigned, one of Her Majesty's
 Justices of the Peace in and for the said district.

This deponent saith:—That on the 18th of November last I was going back from this place to my home, which is near Rabbit Island,—my daughter Angélique accompanying me. We left here in my brother-in-law's boat, the same we had come over in, and had just arrived on the east side of the bay—about one and a half miles north-east of this, and to where we had the same morning, on our way here, left our bark canoe hauled up on the shore—when four Wequemikong Indians came up to us. One of the four, named O-saw-e-min-e-ke, told us to take our canoe back to a place where the road leading from Wequemikong to Manitowaning strikes the bay opposite this. Said we could not do so, for it would make us too late in getting home. He then, assuming an authoritative manner, told the other three Indians, viz.: Pah-be-za, Pah-be-got, and Jean Baptiste Wah-bou-o-sal, to take the canoe from us by force, and they at once laid hold of it, and began pulling it away. We resisted them with all our might, and were up to our knees in water during the struggle. They, however, succeeded in taking it off, and I have not seen the canoe since. I was about going in search of it the following morning, but an Indian informed me that it had been purposely smashed shortly after it was taken from us. When the above circumstances took place, Shaw-ou-abin was present, and saw all that passed. Some medicines my daughter had got from our doctor, to be administered at home, were lost by her in consequence of the struggle for our canoe. That ever since I gave my opinion in favor of the propositions made here in October last by the Commissioner, in reference to the surrender to the government of our land, I have been a marked man, and in consequence my stay in the neighborhood of Wequemikong was rendered very unpleasant. Every day, almost, reports came to me that I was to be driven away from my home for my alleged offence, and about six weeks ago my brother-in-law, Shaw-ou-abin, came to me and said he was sure the threat would certainly be carried into effect. I therefore thought, that as the season was so far advanced, it would be better for me to leave at once than to be compelled to do so in the very cold weather; so I packed up my property and set out for Sheguiandond; but when I neared that place I found that the ice had formed in the bay, and I was obliged to go on to the Little Current, and at which place I now reside.

(Signed,) MEGWANCE. ^{his}
 X.
 mark.

The above deposition of Megwance was taken and sworn to before me at Manitowaning, on the day and year first above-mentioned.

(Signed,) DAVID LEXTON, J. P.

Witness and interpreter,
 (Signed,) MCGREGOR IRONSIDE, J. P.

PROVINCE OF CANADA, } The deposition of Marian Tchê Keeminah, now of Manitowaning,
 District of Algoma, } but lately of West Wequemikong, taken on oath this 18th day
to wit: } of January, in the year of our Lord 1863, at Manitowaning,
 in the district and province aforesaid, before the undersigned, one of Her Majesty's
 Justices of the Peace for the said district.

This deponent saith:—That on the morning of the day we were brought away from Wequemikong, our house was beset by Indians; a crowd of them came inside. Wah-cue-keshik asked if we had our things packed up. My father sat still, and made no reply to him. Wah-cue-keshik then directed the Indians to remove everything out of doors, and they did so, laughing derisively at us at the same time. Some of the things were then placed on a sleigh, and some on the backs of men, and in this way brought over the portage. My father, being lame at the time, rode on the sleigh, and the rest of us walked over.

(Signed,) MARIAN TCHÊ KEEMINAH.

The above deposition of Marian Tche Keeminah was taken and sworn before me at Manitowaning, on the day and year first above-mentioned.

(Signed,) DAVID LEYTON.

Witness and interpreter,

(Signed,) PETER JACOBS, Missionary.

PROVINCE OF CANADA, } The deposition of Peronica Tche Keeminah, now of Manito-
District of Algoma, } waning, but lately of Wequemikong, taken on oath this 15th
to wit: } day of January, in the year of our Lord 1863, at Manitowan-
ing, in the District and Province aforesaid, before the undersigned, one of Her Majesty's
Justices of the Peace in and for the said District.

This deponent saith:—That a number of Indians came to her house at Wequemikong on the 18th of November last, and took away our things from us; we did not wish to give them up, but the men took them forcibly. The names of the most busy in removing our furniture were: O-sow-y-ance, Osawenemeke, Kebetwai-Kezhik and Machewetah. They acted under the orders of Wahwee-Kezhik; Osawenemeke told us to pack up our books in a box, which were scattered about the house, otherwise they would destroy them; we cried very much in consequence; I was present when they took my father out; when my mother was struck, I did not see the man who did it, but my sister Elizabeth did. Our house was full of Indians; when we were brought to the shore on the opposite side of the Bay, Wah-wee-Kezhik told us we would be allowed to go back for anything left behind; were never again to live at Wequemikong as we would be looked upon with an evil eye.

(Signed) PERONICA TCHE KEEMINAH.

The above deposition of Peronica Tche Keeminah was taken and sworn before me, at Manitowaning, on the day and year first above mentioned.

(Signed) DAVID LEYTON, J.P.

Witness and Interpreter,

(Signed) PETER JACOBS,
Missionary.

PROVINCE OF CANADA, } The deposition of Elizabeth Tche Keeminah, now of Manito-
District of Algoma, } waning, but lately of Wequemikong, taken on oath this 15th
to wit: } day of January, in the year of our Lord 1863, at Manitowan-
ing, in the District and Province aforesaid before the undersigned, one of Her Majesty's
Justices of the Peace in and for the said District.

This deponent saith:—I was present the morning the Indians took our things from Wequemikong. Our house was full of Indians, and I saw a man named Mai-she-ne-ne strike my mother on her head.

(Signed) ELIZABETH TCHE KEEMINAH.

The above deposition of Elizabeth Tche Keeminah was taken and sworn before me at Manitowaning, on the day and year first above mentioned.

(Signed) DAVID LEYTON, J.P.

Witness and Interpreter,

(Signed) P. JACOBS,
Missionary.

PROVINCE OF CANADA, } The deposition of Theresa, wife of chief Tche Keeminah, now of
District of Algoma, } Manitowaning, but lately of Wequemikong, taken on oath, this
to wit: } 15th day of January, in the year of our Lord, 1863, at Mani-
towaning, in the District and Province aforesaid, before the undersigned, one of Her
Majesty's Justices of the Peace, in and for the said District:

This deponent saith: That on the second day of the Council held at Manitowaning last October, several of the women who hold office in our church came over to attend the said

Council; that whilst an officer (Commissioner) was speaking, one of the women, in a loud voice, and at the same time scornfully pointing her finger at him said "he is crazy—the devil is in him"; also, when my husband was on the floor, in his turn addressing the officer, she told me to get up and nudge him, so as to prevent his speaking any longer; I refused to do it, and said to her "It is not my place to interfere." Being then myself an office-bearer in the church, too, and knowing it to be very improper for her to act as she did, I quietly told her so; on our return to Wequemikong, this woman, it appears, told the Priest (Father Choné) that at the council I had passed encomiums on the speech made there by my husband, whereas I did nothing of the kind; on the Sunday after this, I attended church at Wequemikong, when Father Choné said to me that on the following day I was to be judged or tried for my offence; I, however, remained at home on the Monday, because no one came for me; two days after this I went up to the small church as usual, and whilst engaged in my duties there Father Choné came in, and at once said to those present, "This woman (meaning me) is not to enter this place any more, she must undergo the same treatment as that to which her husband has been subjected, because she sides with him." Having thus in a formal manner been deprived of my office, as well as of certain privileges connected with the church, I delivered up to Father Choné the paper or list he had given me of the names of those women who had up to that time been under my care. He said, moreover, he was not afraid of God judging him for helping the Indians in this matter; I told him that the woman he had listened to did not speak the truth, that he should not have acted merely on her word, or without first investigating as to the truth of her statement; I told him likewise of the very improper remarks she, his informer, had made at the council; in reply to which, he said the woman was quite justified in speaking in that way, as the Commissioner acted upon the votes of the minority instead of those of the majority of the Indians; I then interceded for myself, husband, and family, entreating of him that we should not be driven away; I said my husband is a good man, and never unnecessarily interferes with any one; he replied, "I know it, but for all that it is right he should leave."—that he must be sent from Wequemikong for his conduct.

TERESA TCHE KEEMINAH, ^{her}
X
mark.

The above deposition of Theresa Tche Keeminah was taken and sworn before me, at Manitowaning, on the day and year first above mentioned.

(Signed) DAVID LEYTON, J.P.

Witness and Interpreter,
 (Signed) PETER JACOBS,
 Missionary.

PROVINCE OF CANADA, } The deposition of Amable, son of Chief Tche Keeminah, of
 District of Algoma, } Wequemikong, taken on oath this 14th day of January, in the
 to wit: } year of our Lord, 1863, at Manitowaning, before the under-
 signed, one of Her Majesty's Justices of the Peace in and for the said district.

This deponent saith:—I was at the Council held here in October last, and heard my father speak to the Commissioner, acquiescing in their views in regard to a surrender of the Island to the Government; that during the Council I had occasion to leave the room for a little, and whilst going down stairs I heard several of the young men say that he (my father) must come and live home. About four days after this, and whilst I was repairing our house at Wequemikong, Omenech came to me and said: "is there any one in the house?" I replied: "there is not;" he immediately said: "what are your ideas about the proceedings which took place at the Council?" I replied that I had not given them any thought. He put another question to me which was: "Do you intend staying at Wequemikong?" I answered that I did; that I had no intention of leaving the place. He then said: "You can remain and occupy the house and premises as well as the field—they now belong to you; but as to your father, he shall not be allowed to remain here; he must leave this." When I returned from Owen Sound, on the 17th of November last, my father informed me that we were to be taken away by the Indians from Wequemikong on the following day; doubting that the threat would be carried out, I made up my mind to

go the next day to our field and work; and early in the morning just as I was about setting out for that purpose, I heard the sound of a horn; I looked out of doors and saw that Miongowe was blowing it; I nevertheless went off and having proceeded some distance on my way, looked back to the village and saw a large crowd of Indians around our premises; I went on however to the field, where I remained all day working; on returning home in the evening, I found our house empty, and the only person I met with there was my aged grandmother, who told me that my parents and all the rest of the family, together with the household furniture, had been by the Indians brought over to this place, and on hearing which I grieved very much. A short time before this last New Years day, I was present at a Council held at Wequemikong whereat a paper was produced and read; it related to certain rules and regulations, by which the Indians were in future to be guided, and in this paper it was mentioned that any Indian who should hereafter act contrary to such rules and be known to coincide in mind with or favor the opinion of those who have surrendered their lands, shall be driven away as Tehe Keeminah has been. At this Council too, Joeko Netagaweenimi said that the paper should be handed to the Priest, Father Choné, to be read by him in church on the following Sunday. I was since told by Ke-wai-sum-o-qual, that she heard the said paper read in the church by Mr. Choné, and that one of his remarks upon it was, that whatever rules or actions the Indians might adopt, he was not responsible for them, but if they should any time hereafter be brought into trouble thereby, he would give them his advice what to do.

his
AMABLE TEHE KEEMINAH. X
mark.

The above deposition of Amable Tehe Keeminah was taken and sworn before me at Manitowaning, on the day and year first above mentioned.

(Signed,) DAVID LEYTON, J. P.

Witness and Interpreter,

(Signed,) PETER JACOBS, Missionary.

PROVINCE OF CANADA, } The deposition of Ketché Baptiste, now of Manitowaning, but
District of Algoma, } lately of Wequemikong, taken on oath, this 16th day of January,
to wit: } in the year of our Lord 1863, at Manitowaning, in the Dis-
trict and Province aforesaid, before the undersigned, one of Her Majesty's Justices of the
Peace in and for the said District.

This deponent saith:—That on the 18th of November last, my nephew, Michel Cai-noo-she-mag-uc, came to my home at Wequemikong, and sat down without saying a word; I was cooking at the time. In a little while afterwards Miongowe, entered and said to me, it is settled that you leave Wequemikong; I did not answer him. In a few minutes more he spoke again and said, I tell you that you have to leave Wequemikong; you are to be taken away from this and had better begin to pack up your things. Still I made no reply. A crowd, headed by Wah-cai-kez-hik and Osawemeneke, then made their way into my dwelling, when Wah-cai-kez-hik said: "We have come to take you to Manitowaning; you must go there and live with those who have given up their land." Not wishing to leave my home, I replied that I would not go; whereupon Wah-cai-kez-hik addressed those present, saying in an excited manner, "Will you do it?" and immediately on the question being put, Osowemene, and nearly all their followers, cried out in angry tones, "He must be taken away; he must be taken away." Wah-cai-kez-hik then said, "Pack up all his things and carry them to Manitowaning;" and they did so. I noticed that Miongowe, Caw-nos-o-wal, and Wahcooquaison (Maionel Ottowish), made themselves more active than the rest in obeying the order. Finding it would be useless for me to make any further remonstrance I at last said: "I will leave, but not immediately; that, perhaps, I will go this evening or to-morrow." I slept in my house that night, without any covering but my coat; my bedstead, bedding and almost everything else having been already removed therefrom. The next day, the 19th of November, I came over here with a heavy heart and informed the Superintendent of the treatment I had met with at Wequemikong. He told me the Indians had no right to turn me out of my home; that I must remain quiet, and that he would do what he could to get justice for me; that I must

go to the Doctor, who is a magistrate, and that he would take down in writing whatever I had to say. I returned the same day to Wequemikong, taking my blankets with me. In the forepart of the night a man named Showonabin came to me and said: "You must come to a council at the Chief Thomas' house." I went and was there told by Kionggowe that if I did not go back to Manitowaning immediately, I should be taken by force and thrown away on the west side of this bay, between the saw-mill and the point. As I could not help myself, I most reluctantly left the next morning for this place. My nephew, Michel Cainooshemague, was present with me in my house when my things were removed and could give evidence on the subject if he was not afraid of the Priest and the Indians, for he mentioned to me afterwards that he had come in purposely to see what my persecutors would do to me. Several other Indians came to condole with me in my trouble. I am industrious and steady; I never interfere with other people's business, but attend to the comfort of my family. The Indians have been annoying me for the last three years and more, because I always listened to the Government.

(Signed,)

KETCHE BAPTISTE, ^{his} X
mark.

The above deposition of Ketché Baptiste was taken and sworn to before me, at Manitowaning, on the day and year first above mentioned.

(Signed,)

DAVID LEYTON,
J. P.

Witness and Interpreter,

(Signed) PETER JACOBS,
Missionary.

[Translation.]

PROTEST of the Indians of Shishigwaning against the Treaty of Manitowaning, Oct. 16th, 1863.

MAY 28th, 1863.

WE, residents of Shishigwaning, our father, great chief, it is very well, I am now pleased to hear that thou art disposed to hear the Indians, to know their thought, we have not been pleased, certainly not. It is because they have been deceived, very gratuitously frightened, that our chiefs have parted with our Island. As for us, we have not agreed with them. This then we expect of thee, that thou annullest by thy authority as great Chief, what those bad Englishmen (sic matchi shuganashag) have come here to do.

The time when they were to sell was unknown to us. It was only when we entered into the council place that we heard them accomplishing the sale (of our land.) And we were not pleased with it, and are not now. And it is for that cause that we put our names here.—Antoine Oketa, Abitakijik-Wakaosse, John Itawajhkaish (Chief's son), Naganiwina-Ajirwenashine, Jacques Bitassige, Abitakijik-Misiscna, François (Cananswé), Abitakijik-Tebasan, Wabikiniu-Keboosse, Michel Oketa, Seseganishkang-Wejibanwe, Metwekamishkang-Kitchiogima, Ketagiwebi-Winiian.—(all Roman Catholics, of the Shishigwaning Station.)

WE, (over signed) put our names in behalf of the Chief of Shishigwaning. Our Chief is not present, he is gone far from this place to see his son, who has accidentally hurt himself with his gun. Perhaps he would have put his name, for I have heard him say "I will put my name." (It is the Chief's son who has written this protest), and that is the reason why we put our names. I, John Itawashkash-Wakaosse, either, is not present, he is gone for hunting. Surely he would have put his name, I am perfectly sure of it that he would have put his name. He was very vexed—in bad humor, when the land was parted with.

There are many things which are not nice (in the transaction) and this is particularly why we are dissatisfied, all of us here in Shishigwaning.

This is all. We greet thee as a friend, our great father, living in Quebec.

(Many residents of Shishigwaning having come here for the procession of Corpus Christi, have brought this paper. The Chief, Wakaosse, in coming back from hunting,

was here for the same purpose and dictated to Francis Metosage, one of the secretaries of the Chiefs of Wikwemikong, the following:—

WIKWEMIKONG, June 7th, 1863.

I am very well pleased to see now here what the Indians of Shishigwaning have done. He has said the truth he who said of me, "He is not pleased." Certainly, I have not been pleased. And now I put here my name, now that I see here this paper. Not more than the others have I been pleased that this Island had been parted with. So I make it known I agree with the men of Wikwemikong in regard to the decision they have come to, to keep this Island for themselves.

J. WAKAOSSE.

Translator,

(Signed.)

J. V. CHONÉ, J.

Missionary.

REMARK.

His Excellency sees the Indians of different parts of the Island coming at intervals, one after another, to make known their complaint. The reason of it is, that intercourse is slow, and that those residing in distant villages are informed but very late of their brothers doings, and when they know what is doing it requires a long time for them to decide. Their slowness on this point is well known; but what has added yet to that slowness is, that they could hardly believe that it was possible for them to protest, so heavy was the yoke of fear under which they were kept. The truth of this assertion, which besides is a plain fact, appears from all that they have written until now to His Excellency.

With profound respect,

Your Excellency's humble servant,

(Signed.) J. V. CHONÉ,

Missionary.

DEPARTMENT OF CROWN LANDS,

QUEBEC, 10th August, 1863.

SIR,—In consequence of the sudden and unfortunate death of Mr. Gibbard, Fishery Overseer at Lakes Huron and Superior, you are required to visit at once that part of the division lately under his charge. Ascertain the actual condition of the various matters within his cognizance as such overseer. Possess his records, books and papers, and whatsoever belongs to the Fishery Agency.

Make it your especial business to enquire into whatever transactions have been had with the Manitoulin Islands Indians, respecting the disposal of Fisheries and fishing stations. Learn from the several bands of what they complain as regards these fishery occupations. Satisfy yourself by personal observation and actual enquiry, whether their real needs are or have hitherto been encroached upon by the action of the Fishery officer.

Should you find that any new arrangements in regard to the occupancy of fishing places, within and around the group, known as the Manitoulin Islands, would better consist with the wants of the Manitoulin Indians, you are at liberty to conclude the same, according to your judgment, but only to take effect after approval by me. Visit, more particularly, Lonely Island, and ascertain its importance as a fishing station, and all particulars relative to its recent occupation, and the difficulties that have occurred there and elsewhere in respect thereof.

You will inform the Manitoulin Indians that, as regards the cutting of firewood on Great Manitoulin Island, and its sale to steamboats, &c., no restrictions will be imposed by the crown. Merchantable timber will, however, remain subject to the usual regulations.

You will call on the Rev. Mr. Proulx, at Toronto, and request him to accompany you; his acquaintance with the locality and knowledge of the native language, may be essential to your communications with the Indians. I understand he has already expressed his willingness to assist the agents of the Government in this matter. His expenses you are authorized to defray.

I confide in your discretion and judgment in carrying out these instructions. The Indians should be enabled to perceive that, in this as in every other instance, the Government desires to deal with them in a spirit of fairness and good will; but that the rights of

other subjects of the Crown, and the interests of the public generally, must also be duly regarded.

It is not desirable to interfere with the proceedings of the courts or magistrates in reference to the illegal conduct of the Indians of Wequemikong, but I wish you to impress upon them that any favorable action by this Department in the matter of fisheries and firewood, is contingent on their obedience to the laws. The warrant or summons of a magistrate must be obeyed by Indians in the same manner as by white men, and they may rest satisfied that so far as the Government can exercise influence or control, justice will be awarded them.

I have the honor to be, Sir,

Your obd't servant,

(Signed)

WM. McDougall,

Commissioner.

W. F. Whitcher, Esquire, Collingwood.

QUEBEC, 24th August, 1863.

To the Honorable Mr. Macdougall,

Commissioner of Crown Lands, &c., &c., &c.

SIR,—Obedient to your instructions of 10th instant, I left Quebec the same day. Immediately on arrival at Toronto I called upon the Rev. Mr. Proulx, who was about that afternoon leaving home to visit Cacouna for his health.

I read to him the fourth paragraph of your instructions. He complied with my request, and next morning joined me at Collingwood, whence we expected to leave for Grand Manitoulin in the steamboat "Ploughboy," on Thursday, 13th instant. That vessel not having duly arrived, we waited in expectation of her appearance for some days. During such time I examined into the business of the late Mr. Gibbard's agency, and procured his documents, &c., the condition of all of which I found to be intelligible and satisfactory. A separate report of this examination I have the honor to present herewith. It was only on the 16th, after learning that the "Ploughboy" was disabled, that we found other means of conveyance from Collingwood. Stress of weather drove us for shelter among the islands around Colpo's Bay, and whilst lying inside of Cape Croker, I took occasion to see the Indians settled there, and conversed with them regarding the fisheries appropriated to their use in that neighborhood. I intended to have cast off at Wikwimikong Bay, but my interpreter being required to pilot the tug steamer to Little Current, I was forced to run towards Shebaonawning for Mr. Charles Lamorandière; Mr. Proulx, from motives of delicacy—a relative's name being mixed up with matters in dispute, and not wishing to seem to persuade the Indians—preferred not to interpret. We then sailed across to Wikwimikong village, and during the afternoon of Tuesday, 18th, summoned together the resident Indians.

Before narrating in substance what then took place, it is necessary to revert to the system and instructions under which transactions have been had from time to time with the Indians of Manitoulin Islands regarding the disposal of fishing stations.

Fisheries cannot belong exclusively to Indians, whether as pertaining to navigable waters about ceded reserves, or belonging to waters impinging upon unconceded islands or tracts of Indian lands. Piscarial rights are public and general. Members of Indian bands and tribes could exercise only individual or tribal rights, in common with all other communities and persons, as integral parts of the public. Exclusive fishing rights and special privileges of occupancy for beaches and locations suitable for carrying on fisheries, are granted by the Crown only under authority of Act of Parliament, in derogation of the common law.

When the *Fisheries Act* came into operation, its provisions were made available towards leasing fishery stations in connection with vacant crown lands, beaches, islets, &c.; also riparian lands disposable by the Indian Department either as Indian reserves or properties under administrative control.

The numerous islands in, and lands bordering on, the Great Lakes, which stood in the category of Indian reserves and trusts, were being used in common by Indians and whites. The latter consisted chiefly of strangers and itinerant traders. This intercourse was repre-

sented as being disadvantageous to the former: the Indians were made use of to catch fish, and dealers took advantage of their necessities to barter for the catch. Whiskey was, in many places, the chief commodity. Much demoralization ensued. Sometimes several families of helpless creatures drifted from fishing seasons of mingled sloth and debauchery into the privations and miseries of a storeless winter. Strangers, in other instances, used to overfish and ruin the fisheries, afterwards deserting at convenience each place after despoiling it; thus abandoning the Indians, dependent thereon, to want and misery. Horse Island and the Ducks fisheries are signal examples. The machinery provided by the leasing system and the Fisheries Act was thought to be adapted to remedying such abuses. Accordingly, it was proposed, by letter of 25th February, 1859, from the then Superintendent General of Indian Affairs, that the Crown should grant leases, in the name of local Indian Superintendents, of certain fisheries contiguous to Crown and Indian lands, for the sole use of Indian bands to be specified therein.

These Superintendents were to make choice of whatever stations they desired to have thus occupied, and leases would issue forthwith so that the holders could exclude rival fishers from among the whites and prevent intrusion by strangers. No rent was chargeable provided the Indians did not sub-let nor work the fishings except for their own sustenance, and not for trade and profit. Obviously, persons leasing at competitive prices and paying rents could not compete with dealers buying fish from the occupants of free stations. Another condition of ensuring the Indians this freedom and exclusiveness, was positive abstention from interference with other and neighbouring fisheries similarly leased to white people. These conditions the Indian lessees have nearly everywhere violated, yet the Department has not in any case exacted forfeiture.* As an equivalent for the conveyance of so much public right in the fishings so let for the benefit and support of Indians, it was agreed that the Crown should appropriate and lease whatever islands or mainland reservations still remained vacant in conjunction with such fisheries as could be rented to persons desirous of erecting fishery establishments and farming the waters.

After the respective tribes or bands of Indians in Upper Canada had been in this manner provided for through selections deliberately made by local Superintendents, tenders were accepted by the fishery agents for remaining islands and reserves open to lease under general instructions from the Department of Crown Lands, in the same manner as for Crown Lands disposable for fishery holdings. This arrangement was carried out in all the western lakes. Indian occupiers enjoyed the same protection from the fishery officers as the white occupants. It sometimes so happened that the Indians of a particular locality were not satisfied with the extent of fishery appropriated. In every instance, however, where proper representation was made and allotted grounds were found really insufficient or awkwardly located and hastily chosen, the coveted limits (whether vacant or under lease to somebody else) became attached to supply the alleged deficiency. The Crown has been in this respect over indulgent. Claims to indemnity have arisen therefrom. Rents of considerable amount have been lost and arrears relinquished. Investigation has not always shown that actual necessity prompted complaints on the part of Indians. Generally speaking the very best locations entered in the schedule of fishery stations, were reserved by the Indian agents; and although many of the islands embraced in this schedule were still claimed both by the Crown and the Indians, Government waived for the nonce such a distinction as could then by right be drawn. The practical relinquishment spoken of was allowed always irrespective of these adverse claims.

At the Manitoulin Islands, leases issued (20th September, 1859) in the name of Captain Geo. Ironsides, for extensive fisheries down the north side, around the east end, and along the south side of the Grand Manitoulin, including various fishery islands, bays, coves, lakes, points, rocky inlets, shoals, and reefs. (A copy of the sketch accompanying

* Extract from letter to Col. Prince, on behalf of Sault de Ste. Marie Indians.

"The Commissioner desires me to observe that extreme liberality and great care have been observed in the matter of appropriating fishery stations for the bona fide uses of Indians, and that much forbearance is imposed upon the fisheries management, as well through the freedom with which such privileges are exercised as by the labor and expense of control and protection which thereby devolve upon this Department."

(Signed,)

ANDREW RUSSELL,

Assistant Commissioner.

such leases is hereto attached, the bounds being marked by a red line.) These leases were for the exclusive use of the various Indian bands enumerated therein as follows:—

Ishigwauning, Manakikang,
Mitchikiwantinong,
Waibidjiewaung, Tijiwaienda,
Manitowaunning Wikwimikong,
Wikwimikonsing, Aitchitwauguning, and
Misdimaesiking.

The general instructions to Upper Canadian Fishery Superintendents in 1859, authorized them to accept tenders for lease of fisheries. Among other vacant Crown Lands, such as the unoccupied parts of St. Joseph, Cockburn and Fitzwilliam Islands, and the smaller Islands along the eastern part of the Manitoulin group, named Wall, Club, Lonely, and Squaw islands, were advertised to let with specific fishery limits. Tenders were received from Messrs. Thorne & Co., for Club, Wall, Rabbit and Lonely Islands, and from Messrs. Proulx, De La Ronde, Waukikishik [Fishing Chief of Wikwimikong and his Son], for Lonely Island and surrounding fishery. The proposals made by the three last named persons were not accepted, one being for a free title, and the other for a lease of \$5. annual rent, and according to the terms of advertisement the highest tender prevailed, and a lease for three years from 20th September, 1859, at \$110 per annum, was awarded to Messrs. Thorne & Co. Subsequently the unsuccessful tenderers appealed against this disposal of Lonely Island, and remonstrances were made by the Indians of the main island, that the fisheries already allotted to them were insufficient. They therefore prayed to be allowed to participate as customary in those [more particularly] of Club and Lonely Islands, Messrs. Proulx, De La Ronde, and Waukikishik, likewise forwarded to the Crown Lands Department affidavits proving that they had quietly occupied either extremity of Lonely Island, one for twenty, and the others from nine to twenty-six years. The standard instructions given to fishery officers directed recognition of parties found thus situated as entitled to preferential leases at nominal rates. For some unexplained reason this was not done. In deference to the facts, the lease to Messrs. Thorne & Co., was on the 11th of April, 1860, cancelled. The fisheries of Lonely Island were thenceforward abandoned to the use of any actual occupants in common with the Indians from Grand Manitoulin, who were wont to frequent and fish there. Club, Wall, and Rabbit Islands were also throughout 1861 and 1862, considered liable to similar occupation. For the season of 1863, no special instructions regarding those islands were given. Under the general directions issued for the current year, no alteration of existing holdings could take place. Doubtless, Mr. Gibbard considered that the discretionary power with which officers acting over so extensive and remote a field are necessarily vested, extended to what he conceived a more equitable disposal of the fishings at Lonely Island, and in adjacent waters. He had accordingly [as it now appears] recast the limits of reservation for Indian tribes, by enlarging the former bounds, and embracing part of Lonely Island together with all of Squaw, Rabbit and Wall islands. The exact difference between previous limits appropriated exclusively to Manitoulin bands and those laid out for 1863, will be readily perceived on reference to the annexed diagram, a blue line denoting the additions. This change was notified to the Indians by means of a letter which is copied herewith [marked A.] Though not included within these bounds, Club, Half Moon, Yeo, Lucas, and James Islands have remained unoccupied and free. Horse Island was vacant in 1862. At his own discretion, Mr. Gibbard also granted a season license, dated at Lonely Island, 26th June, 1863, to Messrs. Philemon Proulx, and Charles De La Ronde, for the fee of \$4, payable 1st of October. This license covered the east end of the island, and embraced the fishery and fishing houses [valued at \$600] built by, and for many years occupied by them. The other half of the island, which is occupied by Waukikishik, [who has about \$750 worth of improvements] remained open. The license in question contains the following reservation:

“With the understanding that all peaceable and well-disposed Indians might fish for their own use, if they did not meddle with or interfere in any way with the net grounds; houses, or any of their (the licensees’) improvements.”

Another notice, written and circulated by Mr. Gibbard, (marked B) is quite irreconcilable with this proviso. Indeed, it is of so very inconsistent and unusual a character

that I fear it has in some degree precipitated (if not provoked) certain consequences which it is my duty to relate.

The reason should be here mentioned why Mr. Gibbard, on his own authority, and departing from official instructions, so issued a license to Messrs. Proulx and de la Ronde at the paltry rent of \$4. It was done as a warrant of protection for them. They had been already deported and banished from the Indian settlements on Manitoulin Island, and had been apprised of the intention of certain Indian chiefs to eject them from Lonely Island, which the Indians claimed as their own property. For the purpose therefore of constructing a method of protection against the probable execution of this threat, such as could be acted on summarily under the provisions of the *Fisheries Act*, Mr. Gibbard granted the said license. Had the Indians been allowed to avail themselves of the customary freedom of fishing thereat, in accordance with the condition inserted in the license, and not been debarred by the harsh and contradictory notice of 27th June, any proceedings they might have taken to remove Messrs. Proulx and De La Ronde from the peaceable and lawful occupation of their premises and domicile, must then have been relieved of the provocative complications which afterwards occur. Whether in pursuance of such pre-termination, or otherwise, I cannot pronounce, but certainly on the 29th of June messengers from the head chief at Wikwimikong visited Lonely Island and served upon Messrs. Proulx and De La Ronde notice to quit.* The bearers of this message there encountered Mr. Gibbard, who forbade interference with the parties, and for the time being protected them. Unhappily the bearing and language were, on the one hand, very aggravating, and on the other were not such as to dissuade the Indians from their purpose and calm the excitement. Actual conflict seemed imminent. All present were excited, and most unfortunately resorted to the display of arms. The Indians tried to separate Mr. Gibbard from his men and to get between them. This was the immediate occasion of producing pistols and knives. Strict impartiality impels me to say, that recourse to weapons originated with the fishery officer. Presently, collision was averted by the withdrawal of the Indians. Their leader departed in angry mood, professedly for reinforcements. Next day [30th June] four boat loads of Indians returned to the island. The chiefs Waukikishik, Thomas Kemoshameg dit Mokomanish, with Joeko Netagaweenizi, and Ossawinimakee as spokesmen, led the band. They insisted on the withdrawal of Messrs. Proulx and de la Ronde with their families, and a Mr. Newcombe. Actual violence nor assault was not committed. The occupants, however, under pressure of intimidation and the menace of numbers, left and repaired to the main land.† The fishing nets, materials, buildings, goods and chattels were not injured. The latter they afterwards themselves removed.

Affidavits setting forth the facts of the expulsion above narrated were lodged with Mr. Gibbard, the aggrieved persons claiming the security of the laws and indemnity from the Government for the injury they sustain. He, in his magisterial capacity, acted upon these depositions. The copy of an answer to application for special instructions is herewith (marked C.) Summonses were prepared for the principal defendants to appear before Judge Prince, at Sault de Ste. Marie, on the 1st of August, to answer a charge of "riotous assemblage, and terrifying and assaulting peaceable residents at Lonely Island, "and for riotous demonstration and impeding a magistrate in execution of his duty." (Exhibit marked D.) Warrants were at the same time provided for execution in the event of turbulent reception. It was to serve the one or execute the other of this process that Mr. Gibbard landed at Wikwimikong Village on the 24th July. He was attended by twenty-two constables, furnished with police batons, handcuffs and revolvers. The assembled Indians were addressed by Mr. Gibbard through an interpreter. Interruptions to this parley occurred instantly almost. Confusion and tumult, and all the concomitants of

* Note.—The licensing of Lonely Island was the occasion rather than the cause of this. It was not so much need of or concern about the fishery, as because it was necessary to the maintenance of their influence that the determination of their Councils should be carried out. They had ruled that no one residing among them should have any other dealings with the Government and its agents after the Manitoulin treaty. The deputation of chiefs and warriors put it on this ground: "Since you (Proulx and de la Ronde) will no longer act with us" (in opposing the cession of Manitoulin) "but only against us, retire from our property." These two men, expulsees from the Wikwimikongs, had defied their persecutors, and dared to treat with the fishery Overseer for a lease of the fishery, and the penalty decreed must be enforced.

† Note.—They aver that reference was made to other forcible deportations to illustrate the earnestness of warning.

a rout supervened with such astonishing rapidity, that it is quite impossible now to distinguish if any intelligible endeavours were made to explain to the Indians the nature of the proceedings which this formidable array of constables was meant to support. Possibly no opportunity was afforded to present to defendants the alternative of summons or warrant. The officers were ordered to arrest one of the chiefs. They did so, but he was at once rescued, and all parties were simultaneously hustled and jostled out of the building through a narrow passage into the open air. Here different constables effected arrests of various persons, but were unable to retain them in custody. These arrests were somewhat indiscriminate and hasty. Technical assaults and rescues took place in the melee, but no overt act of violence was perpetrated by any individual among the Indians. The resistance offered was in some cases self-defensive, through mistaken identity and promiscuous capture,—in some it partook of the prevailing excitement—in none was it of an aggravated kind; but altogether it was universal, and as an offence for which prisoners could be made on sight quite intangible. The spectacle of twenty-two armed men laying hands upon and hand-cuffing first one and then another of the Indians, some as defendants, others as rescuers, others for inciting, &c.,—whilst the constables were palpably dissenting and indecisive among themselves—was not such a display either of prudence or of force as could command respect. I think the Indians were surprised and startled into an attitude in which wild apprehension of some vague severity (imprisonment or death), quickened by previous distrust and growing antagonism, was quite as prominent as any consciousness of unlawful resistance. That the risk or certainty of bloodshed might be averted, all endeavours to effect either services or arrests were presently abandoned.

I fail to perceive the necessity or object of enforcing the service of summonses by such an exhibition of force. Had the offenders been first summoned by an ordinary service, thus giving them time for reflection and access to good advice, I cannot but think they would have answered. At all events to anticipate non-appearance, and to provide for ulterior means, was not a course calculated to invite compliance, or to attain the most desirable conclusion. True, it was the mistaken lenity which stayed prompt rebuke for the ejections of concurring chiefs that succeeded the treaty of October, 1862, had emboldened and misled the Indians. (They actually boast of impunity, and taunt the Government with inaction.) Doubtless, Mr. Gibbard felt that if a repetition of the summary mode of executing tribal orders and enforcing obedience to their own Council Laws without regard to the liberty of the subject or rights of private property, was not at this juncture checked by a strong expression of legal power, graver instances and more serious results might ensue. I cannot otherwise account for the course pursued in this matter.

The scattered islets off the south-east end of Grand Manitoulin are claimed by the Indians. Lonely Island is included in this claim. They are of value only as fishing stations; white-fish and salmon-trout are the chief products. The yield of these exceeds in favorable seasons, 2,000 barrels, worth from three and a half to five dollars per barrel. Prior to the treaty of 1836, the ownership of these isles was claimed by the Crown. The counter claims formerly contested were then merged in the proposal assented to by that treaty, and the aboriginal title became extinguished. It is now contended on behalf of the Indians, that as the specific purpose for which the relinquishment of their claims was obtained has been since abandoned, the question of priority reverts to its former status. Then the original Crown claim also revives. There is some ambiguity in the terms used to describe the property relinquished. Islands to the number of 23,000 are mentioned. Without counting those on the American side, and those along the north channel of Lake Huron; this high number cannot possibly be reached. "These islands" could hardly mean all of the Manitoulin proper, "with the circumjacent isles and innumerable fishing islands" spoken of as well in Governor Head's treaty as in the negotiations preceding it, and the despatches which relate thereto. Else of what use the subsequent treaty in 1850, which surrendered to the Crown all the islands opposite to the north shore of Lake Huron, "from Penetanguishene to Sault de Ste. Marie." 'Tis therefore of moment to enquire what the Manitoulin consisted of. Champlain and Bouchette, and many French explorers and geographers, describe them as an extensive series stretching in an easterly direction for 160 miles. Measured upon both ancient and modern maps, this extent embraces all the

islands abreast of the main land from Sault de Ste. Marie down to French River. Sugar Island, Neebish, Drummond, and a host of other islands now within United States waters were therein enumerated. Cockburn, St. Joseph's, and numerous smaller islands, some of which have been since surveyed and sold as Crown lands, belonged to the group. And 'tis an incident worthy of note, that in the minutes of the Michigan Commissioners, adjudicating upon a purchase of Indian claim to Drummond Island, the pretended acquisition from the Outawas and Ojibwas is dismissed on the ground that the claim of those tribes had been always confined to the "Great Manitoulin." The Manitoulin Indians should now receive some authoritative decision on this point, whether or not the adjacent islands are theirs. The Wikwimikongs assert that the islands in question (east and south) are still appurtenant to the peninsular portion of Great Manitoulin which they have refused to concede. They allege ownership and possession, and consequent right to reject proposals to sell or let, and to drive intruders from the soil and fisheries. In this bold assumption rests the most plausible and only admissible excuse for the action taken by them, as respects the occupation of fishing stations around Lonely Island. 'Tis therefore of the highest importance that, with a view to the justice which these Indians invoke, and which your instructions promise, there should be a clear understanding upon this point. And that the Government may be enabled to know if the allegation set forth is *bona fide* or merely an afterthought, or a wilful and perverse claim, denied already by competent authority and established through transactions between the agents of the Government and themselves. I pass over the anomalous position in which these fishing islands and contiguous fisheries have remained since the treaty of 1836. Neither do I account the fact that in each subsequent treaty down to that of last year, common privileges of fishery have been expressly reserved for the exercise and enjoyment of Indians. More direct references are at hand. I find that Government officers, Indian agents and special Commissioners have spoken and written of these fisheries as belonging exclusively to the Indians. Official publications style them "their fisheries." No distinction whatsoever has been stated in favor of the concurrent rights of other inhabitants and the public. The Indians have been led also to expect rents and profits from the leasing of fisheries, even around the very islands in dispute. Mr. Gibbard has himself described the fisheries and island as "theirs." Others have assured them that the whites participate therein only by sufferance. Though the Indians cannot read, they must have been told of these things. In one instance the Superintendent at Manitoulin actually sent a party to expel white fishermen from the south side of the main island. If assurances on this head were even contradictory, equitable allowance must needs be made for some perplexity on the part of Indians. But when they corroborate, if not confirm the belief which has been entertained, it is not surprising that misconceptions arising therefrom should be almost ineradicable. Disappointment and vexation at least would follow the sudden assertion of different rights, and that under circumstances peculiarly aggravating in character and coincidence. Civilized individuals find it hard to disbelieve the teachings and undo the selfish convictions of years. Can we expect more from the intractable, phlegmatic and suspicious nature of Indians?

In the Council convened at Wikiwimikong, I explained to the Indians your instructions. Without relating formally the precise conversation held, the purport of much of which may be gathered from the report, I may mention that, at first the presiding chiefs were distrustful and reserved. This temper might be ascribed to recent occurrences, or suspicion of some scheme to commit or entrap them. They seemed disinclined to state their complaints. Finally their hesitancy was overcome, and I was enabled to gather what you had instructed me to ascertain. Besides complaining generally that their rights have been invaded by withdrawing any of the stands and fisheries from their exclusive use and control, they say that this invasion and neglect proceeded from alleged ill-will borne towards them by Mr. Gibbard. Him they accuse of having denied their rights and curtailed their means of subsistence. I stated the arrangements entered into with regard to fisheries required for Indians, and instanced the change made in the disposal of Lonely Island, three years ago, to prove that their wants when once made known were not neglected, and whatever remonstrances they had made respecting fisheries had been attended to. I showed them how fisheries were common as game—the fishes of the sea, the fowls of the air, and the beasts of forest and field, being created for the uses of mankind. Such restrictions as had been imposed

upon the pursuit of fishing were applied to prevent white people and Indians alike from doing lasting injury to the supply of fish. Indians are exempted from many of these restrictions. They would be the greatest sufferers from scarcity and ruin, as the whites have other pursuits to rely on. Fish could not be protected, and fishermen made to follow their calling regularly without some system to give effect to law. This protection involved the letting of parts of the fisheries for trade therein, and exaction of rents to pay expenses of so regulating them. The Government distributed fishing grounds just as Indians did their hunting limits. If all tribes overran the hunting grounds instead of leaving to each other certain tracts of country, there would be confusion and disputes, and less game. Thus it is with the fisheries.

Referring to their conduct at Lonely Island, and afterwards at Wikwimikong, I made them understand that, in the first place, the correct course was an appeal to Government; and that no provocation could justify outrage or resistance against the laws of the land, the supremacy of which must be upheld. They could not at first comprehend how they were guilty of any fault. Quite incidentally, their views in this connexion discovered a strange belief. They imagine their position to be peculiar. In all that relates to soil and fisheries they conceive themselves sovereign proprietors; and, as such, not amenable to the laws and usages which govern subjects of the realm. They make and administer their own laws. Whosoever would occupy their lands, reside within their jurisdiction and use "their fisheries," must conform to tribal orders and council decrees. As rightful and absolute owners of Lonely Island they think they had power and right to put away the white occupiers thereof who had rendered themselves obnoxious; and the consequent attempt to bring them to account for it was an infringement of their sovereign assumptions. Hence refusal to go before Judge Prince in obedience to summons. Believing in these premises they think they commit no violation of law by refusing permission to live upon the soil which is their lordship. They claim to locate or eject at will all occupants of these islands and fishing stations.

I argued patiently with them on the fallacy of these pernicious notions, and tried to disabuse their minds of "thoughts" so subversive of legal allegiance and inimical to their own welfare, to say nothing of effect upon personal freedom and private rights.

These pretensions have a mischievous tendency, and if persisted in must sooner or later culminate in collisions and involve the Indians themselves in trouble. The Government, therefore, standing in parental relation (*loco parentis*) should advise them in most unmistakable terms of this error, and the danger it involves.

The social condition of Indians, their actual tutelage, their traditional customs and wilful habits—all plead for a very modified and exceptional subjection to the laws. But there is a wide difference between such concession and the independence thus asserted. And one also can readily recognize the need of rules affecting the government and morals of communities so situated. The salutary influence of those who would civilize and educate them must be fortified. Yet the latitude thus allowed should not cloke the assumption of powers, or recognise exemptions, wholly inconsistent with subjective dependence and personal responsibility. Whatever rules they adopt other than those merely domestic, or as it were municipal, should be subject to revision and approval through the local Superintendent.

Something definite should be done at once with reference to this phase in the Indian difficulties. At the Council above alluded to, it was offered by the Chiefs that they would suffer Proulx and de la Ronde to return to their domicile and fishing without fear of further molestation, provided they should promise, in future, to conform to the Indian laws. What are these laws?

I am instructed to enquire if the real needs of the Indians have been encroached upon by the fishery officer. I cannot find that they have. It does, however, appear that the acts of Mr. Gibbard were sometimes liable to misconstruction. Although a dutiful and industrious officer, he seems to have become embroiled in disputes with the Indians. Their conduct was certainly very trying and vexatious; and their quarrel was espoused by advisers more potential than just—more zealous than peaceful. Vexation beget opposition, and mutual ill-will grew into practical antagonism, while no adequate attempts were made to reconcile current difficulties and explain matters, or to soften asperities on either side. Withal, it does not appear that he used his office to harass or punish those with whom he was at vari-

ance, and to subject them to injustice. I sincerely regret to add that, from enquiries as well among the Indians as persons of Roman Catholic and other denominations—perfectly unprejudiced—that ever since the negotiations conducted by Mr. Lindsey, in 1861, and especially since the Manitoulin Treaty of 1862, the bitter spirit, exaggerated conversation, and subversive counsel of persons influential with the Indians, have irritated and inflamed their minds. I speak only as to a matter of fact. The knowledge of such prejudice and antipathy may account, in some measure, for the absence of conciliatory advances on the part of Mr. Gibbard.

An arrangement that I would suggest for the future affecting the fisheries at Squaw, Rabbit, Wall, Club, Lonely, and Horse Islands, is, to leave them free to Indians and whites alike, with whom the former can trade their fish in exchange for clothing and provisions.

The Wikwimikong band asks that the advantage you accord them in respect of cutting and selling firewood from the peninsula may be extended to the cutting of cedar for fencing stuffs, and wood for hoops and barrels, and hard wood for planks. There is little or no pine. It seems to me that hardwood timber, such as can be manufactured into boards, &c., must be subject to restrictions as merchantable timber. But I put their request. And at the same time I would bring under your notice, that seizures of firewood, both at Little Current and Skull Point, have been made by the late Captain Ironsides, and the proceeds of sale kept back. They apply for these monies. I can only suggest that this might be further enquired into.

In concluding, I would explain the presence here of those Indian Chiefs who have accompanied me. When the Council had closed, it was intimated to me that the Indians were willing to surrender themselves in vindication of the offended laws. They asked if I thought that such would be accepted by the Government as an amende for the disturbance and expense which had been occasioned. I answered that I could assure them of nothing but justice, although I thought that a voluntary act of the kind might improve their case. It would however be sufficient if the leading actors implicated in the occurrences at Lonely Island and the illegal conduct at Wikwimikong, were to appear in behalf of their fellows. I then selected Waukikishik, Mokomanish, Netaguweezimi dit "Jocko," and Ozawinimakee. This much I took upon myself in the belief that it was essential the majesty of the law should triumph, however indirectly. That it would save further trouble and expense. That to pursue this matter might involve heavy costs, and owing to invalidity of original process, it might so eventuate as to create an impression that the impotency of the law, rather than informalities of procedure, had caused such barren results. I thought also that a legal trial might preclude equitable consideration of all the extenuating incidents which appear in course of this enquiry, and that in consequence the Indians might possibly suffer a rigid judgment in the premises. The chiefs now submit themselves in proof of their submission to authority, and abide judgment. They pray that the Government may regard with lenience whatever fault they have committed, and considering all the circumstances of their case, will withhold further legal proceedings against them and their warriors. Jocko has been already incarcerated eight days at Owen Sound; Ozawinimakee too has been in custody and suffered durance and costs, and the others have at a moment's warning endured a long and wearisome journey far from their homes and families,—all of which the undersigned commends as earnest of the genuineness of the submission they express. It is therefore recommended that they be admonished and required to reinstate the persons expelled to their property and rights as British subjects, and to the privileges of fishery in common with themselves which Messrs. Proulx and De La Ronde have hitherto enjoyed; and that prosecution in this behalf be no further pursued.

Owing to the fact of my having access to no official or other influence known to the Indians as means of introduction, the presence of the Rev. Mr. Proulx was of essential service. Having himself established the Wikwimikong mission and ministered among the Lake Huron Indians, he has won their confidence and esteem. His delicacy and good sense, no less than the cheerfulness with which he endured hardships, inconvenience and fatigue, I now refer to with grateful pleasure.

I have the honor to be, sir,

Your obedient servant,

(Signed,)

W. F. WHITCHER.

WEQUIMEKOUSING, June 29th, 1863.

To the Head Chief of Wequimekousing and Wequimekong, and to all other Indians in the neighbourhood.

This is to notify you that the South half of Lonely Island, with fishery in front, is leased to Messrs. Proulx & De La Ronde; also, Horse, Yeo, Lucas, Aishkwapindaig, Point au Chêne, Point Grondines, the Duck Island, Thessalon, Grand Batture, Rat Island; and Missisaga fisheries are, or will shortly, be leased to other parties.

Any trespass committed by Indians or others on these leased grounds will be prosecuted in accordance with By-Laws No. 1, No. 7, and No. 10 which are enclosed for your information in French and English.

I have reserved this season for the Manitoulin Indians all the fisheries round three sides of the Island, North, South and East, (also the fishery round the north half of Lonely Island, provided the improvements and net grounds of Waseegeeseek and sons are not interfered with.) Also the fishery round Squaw Island and the Islands between George Island and the Manitoulin, and round Barrie Island and all the small Islands adjoining the coast—ten times as much as is necessary for the whole of the Indians, provided they all fished and had nets, which is not the case.

(Signed)

WM. GIBBARD,
Fishery Overseer.

Having this morning received information from one of my men, who heard the remarks made outside the church yesterday by chief Wakeegeeseek and Joeko Tagananeni, and others, that an attempt would shortly be made to drive Messrs. Proulx, De la Ronde, and others in connection with them, off Lonely Island:—

This is further to notify you, as a Magistrate of the District of Algoma, that any such attempt will be a breach of the law, and that I shall personally tell Messrs. Proulx and De La Ronde this day that the law will protect them in using force of arms to protect their persons, families or property from forcible removal by any parties who are not acting under the authority of the officer of the Crown, or under warrants from the Sheriff or some Magistrate of the District of Algoma.

(Signed)

WM. GIBBARD, J.P.,
District of Algoma.

Wequimekousing,
June 29th, 1863.

SHEBAWANANING, June 27th, 1863.

DEAR SIR,—You will oblige me by notifying the Indians who are under your control, that I have leased the South half of Lonely Island, also four miles into the Lake, all round the East, North and West sides thereof, to Philemon Proulx and Cbas. De La Ronde. That no Indian or other person will be allowed to fish on that ground, or to use the beach included in their lease, or to cut wood on the same, unless driven by bad weather, without the permission of the lessee. By notifying your Indians you may save them from being punished and sent to gaol, as I shall strictly enforce the law. Any complaint made will be duly followed up by me.

Yours truly,

[Signed],

WM. GIBBARD
Fishery Officer,
Lake Huron & Superior.

Rev. M. KOHLER,
Wekwimikong.

TORONTO, July 13, 1863.

SIR,—In reference to the Indian outrages against certain lessees of the Fishing Stations at Lonely Island, respecting which you have communicated with the Crown Lands

Department, and asked for instructions, I have to remark, that as you have explained the case to me verbally, and by reading copies of the depositions which you have forwarded to Quebec, I do not see that any special instructions are needed. There appears to have been a trespass committed, and probably also an assault. In your character of magistrate you are competent to deal with the case; or if you think it of too much gravity to be disposed of by a single magistrate, you can invoke the assistance of his Honor Judge Prince. The offence is a criminal one, and within the jurisdiction of the ordinary legal tribunals. I do not think, therefore, there is any necessity for Government interference until it is made clear that the ordinary powers of the magistrate are insufficient to deal with the case. I shall bring the matter under the notice of the law officers of the Crown, when I return to Quebec, but in the meantime would advise you to proceed as in any ordinary case of trespass and assault.

I am sure the Government will sanction your proceedings, if within the law and the scope of your authority, and allow all reasonable expenses.

It is essentially necessary that the rights of our lessees, and the majesty of the law should be vindicated in the Algoma District.

(Signed),

I have the honor to be,

Sir, your obedient servant,

WM. McDOUGALL.

Wm. Gibbard, Esq., Fishery Overseer,
Collingwood.

[D.]

UPPER CANADA, } To Waukikishik, Osawinimakee, Joeko Netagaweenimi, Wm.
District of Algoma. } Assennoway, Ignace Attorvish, F. Kenoshameg, J. Baptiste
Hamand, J. Baptiste Wasegeeseek, Wm. Assiniway, Alphonse Omeinikon, F. Negawce-
geeseek, Isaac Shawanam, Antoine Wahbaonsay, Beaubien, Ozig, Weshawanzay, of
Wequemikong; Whereas complaint hath been made before me that you did, on or about
the 1st day of July, 1863, riotously assemble together on the south side of Lonely Island,
and by threats, menaces and force, did drive off or remove from the said Island, Philemon
Proulx, and Charles De La Ronde, fishing lessees of the said Island, south half license No.
66, in contravention of the Fisheries Act; therefore, you are hereby commanded to come
before Judge Prince, at the Sault St. Marie, on the first day of August next, at 12 o'clock
in the forenoon, to answer the said complaint, and be dealt with according to law.

Witness my hand and seal, this 24th day of July, 1863.

[Signed],

WM. GIBBARD, J. P. [L.S.]
District Algoma.

COLLINGWOOD, July 10th 1863.

SIR,—I have the honor to report for your information the following statement of facts, which have lately occurred, and to ask for your immediate attention and prompt co-operation.

On Friday, the 26th of June last, in the course of my duties I visited Lonely Island, situated about 30 miles south-east from Wequemikong, in Georgian Bay, where I found as usual, residing in their own houses on the south side thereof, the following parties, Philemon Proulx, wife and seven children, J. B. Proulx, wife and one child, C. De La Ronde and G. L. Newcombe; all white men, and a son of Chief Waukikishik, a native of Wequemikong.

The only improvements of any kind or description on the said island being the fishing village of Wasegeeseek and sons, on the North side. As you will see by the accompanying copies of depositions taken by me and marked A. B. C. these parties or some of them were driven off the Manitoulin Island, last fall or this spring.

Philemon Proulx has fished on Lonely Island 28 years, having fished there 2 years before he settled at Wequemikong. He is married to a woman of the Wequemikong band of Indians. C. de la Ronde has fished on Lonely Island 9 years; he married a woman of the Christian Island band of Indians. All the buildings and improvements on the South side were got up and belong exclusively to these two persons, Proulx and de la Ronde.

John Baptiste Proulx, son of Philemon Proulx, was born at Wequemikong, and married a French Canadian woman from Saugeen. G. L. Newcombe is a bankrupt merchant from Owen Sound, occupying one of Proulx houses for purposes of trade. The three former have been driven off the Manitoulin Island, and have now no other homes except on Lonely Island.

They informed me that they had every reason to believe the Wequemikong Indians would as soon as the fishing season commenced drive them off the Island, and claimed my protection as old resident fishermen, under the Fishery Act. I at once gave them a license for this season of the South half of the Island, with this understanding, that any peaceable and well-disposed Indian who did not interfere with their net grounds or building and wharves, should be allowed to fish; to this they were agreeable, and the license was put at the nominal rate of \$4. They stated that their only object was to come under the protection of the Government, having already suffered seriously from the lawless Indians of Wequemikong; which protection I gave them to distinctly understand they should have. Since that I offered to fishing Chief Waseegeeseek and sons a license for the North half on same terms; he told me that he dare not take one, or have any communication on business matters with any officer of the Government, such having been strictly forbidden under penalty of banishment by the law-makers of Wequemikong. Waseegeeseek and sons are really the only fishermen of Wequemikong; they make a business of and a living by it, and possess more nets and fishing rig than all the Indians on the whole Island put together.

In 1859, when I took charge of these Lakes, I went to Wequemikong and saw the Chiefs, in presence of Father Choné, about the Act and the reserves they wanted at that time, [as was duly reported.] They all declined meddling with the Fisheries, except Waseegeeseek and sons. The Head Chief, since dead, and Father Choné distinctly stating [that which I now know to be quite true] that it would be better for them to mind their fields and not go to the fisheries; that those who did go, with the exception of Waseegeeseek and family, were the poorest and most miserable of the band; that in following fishing they neglected their religion, and became drunkards.

In consequence of the above, Lonely Island was leased to Smith and Post, with the understanding that Waseegeeseek and family, Proulx and De la Ronde should fish as usual.

The same agreement still holds good. I have carefully ascertained that, with the above exceptions, the Wequemikong band have no nets, no means to buy any, and I have reserved for them as you will see by the accompanying map much more fishing-ground than they can possibly use; in fact, their fishing consists of trolling and spearing round the shores of the Islands. The blue line shows the reserve made for the Manitoulin Indians this season, embracing some of the best net and seine grounds in my division, totally unoccupied and unproductive since the American fishermen were driven off the Lake by me.

To prevent any misunderstanding, and for the purpose of duly informing the leaders of the lawless Indians, who are completely under the control of the Jesuit Priests, that the said south-half of Lonely Island had been licensed to Proulx and La Ronde, I wrote a short note to the Jesuit Superior Kohler, requesting him to explain to the Wequemikong Indians that parties must not trespass on Mr. De la Ronde's ground without permission, or they would be punished, as these parties were under the protection of the department. I fully intended to have sent this note; but having learnt by experience that they might have a loop-hole to escape, under the plea that they were ignorant of the law, I determined to deliver the note myself and to tell the Indians personally. Accordingly, on Monday the 28th of June last, at noon, I arrived there and told Waseegeeseek, the fishing chief, and many others. Waseegeeseek expressed himself quite satisfied. I then called upon the Jesuit Priests, and immediately on entering their room was grossly attacked by Mr. Choné, who insulted me and called in the Indians, who were apparently assembled for the purpose. I told him that I had nothing to do with them and their complaints; that their head was Captain Ironsides; to apply to him, and through him to Quebec. I then handed the note. I had with me to Father Kohler, who read it and said in a loud tone: "We will publish.

it." I replied: "You may do what you like with it; it was written in a hurry as a friendly warning, to save future trouble, and there may be some authographical mistakes which I would like to correct before it is published." Father Kohler gave me back the letter, and as I was leaning on the window sill, looking it over with pencil in hand, one of the other Jesuits (there were three in the room besides a lay brother and ten or fifteen Indians—including Jocko and the head chief Wasegeesick) said something about the letter which I did not clearly understand, when Father Kohler jumped up in a passion, and with threatening tones and manner, demanded the letter from me in a most haughty and insulting manner, (I presume they had an idea that I meant to keep it,) called me all kinds of names, bent over me to take the letter by force, and at one time succeeded in getting hold of one corner of it. I held the greater part firmly in my closed hand, and told him that though quite alone, unarmed, and in the midst of his friends, that I was nevertheless on duty and would not submit to his bullying, and that he should not have the letter till I had done with it and till he ceased his abuse.

Father Kohler told me I had no business there, and that if the Indians were near they would drive me off. To this I replied, "I am not frightened at Indians, and as long as I am doing my duty I challenge any Indian to interfere with me." I then made one or two corrections, and hearing Jesuit Choné make a statement about you and the treaty which was deliberately false, I said I will enter this also on the back of the letter, and you may publish the whole. Father Kohler jumped up a second time and tried to take the letter from me, in which he again failed. I was on the point of writing a memorandum on it when Jesuit Choné objected to my making any alterations or any marks upon the letter; to this I replied, "All well and good, I will make a memorandum in my book of your objections to my leasing to Proulx and De La Ronde, and I will retain the letter till you behave yourselves more like gentlemen and Priests. They then in French, English, and Indian, commenced—two and three at a time—threatening, menacing, gesticulating, stamping and raving about the room like madmen. Mr. Kohler said if he was not a Priest he would have my heart's blood. They insulted me most wantonly, abused the British Canadian Governments, denied all allegiance to them, abused you as Superintendent of the Indian Department, Mr. Spragge, Capt. Ironsides, Mr. Lindsay; claimed that they were independent of all Governments, and commenced using language calculated to incite the Indians to acts of violence. The enclosed affidavit, marked 9, will more clearly show the nature of their seditious language. When they thus commenced, I said I shall take a memorandum of your threats and report the same to Quebec. To this Father Kohler replied: "What's the use of your making notes? you have no witnesses—not even one; no one will believe you. We have plenty, and whatever we report will be confirmed. Our statement, backed by 3 Priests and Indians, who understand all that is said, will be taken before yours." To this I replied that the Government would believe my statement, more particularly as they had already been informed of similar seditious language being used by them on other occasions. I also cautioned them that they were liable to indictment for using such language in the presence of ignorant persons; that it had already led to several breaches of the peace, and would eventually lead to bloodshed. Father Kohler replied: "This is just what we expect, and we will head the Indians, and are ready to die for them, in defence of their own," and so on. After being called a heretic, a vile Englishman, a Protestant hireling, a liar, and a servant of a vile, lying government, and a few other choice epithets; they apparently exhausted themselves. I then said to them, that at the Manitowaning treaty, you, as Superintendent General of all the Indians in Canada, had distinctly (and more than once) told them, that as long as they wished to remain aloof from the others, and have a separate reserve they could do so; but they must also distinctly remember they would be in every respect under the same rules and regulations as other Indian bands similarly situated, that they were not to prevent any other Indians settling amongst them, and were not to disturb, and in any way annoy or attempt to injure the white men who were already living among them, meaning Proulx and La Ronde. That whatever fisheries were necessary for their use, would be given them by me; that they would have just the same protection as before, as long as they obeyed the laws and the rules of the government. I added: "Jocko is sitting there; he heard Mr. McDougall speak; let him get up and deny it." Jocko kept his seat, and the Jesuits evidently calmed down. I then returned Father Kohler the letter, and told him

that they had, on a Sunday, in their own house, without the slightest provocation, with a mob to back them, grossly insulted an unarmed and unprotected Government officer, who had come to them for the very purpose of saving future trouble, and punishment to those who were under their control; that they had forfeited all claim to the protection afforded them by their priests' garb, and that if they would, outside their house, in the presence of my men, without a mob at their back, make use of such similar language, that I would, as a magistrate, arrest them, and that I would do my best to have them indicted for seditious language calculated to lead to breaches of the law. I then left the room, thankful that I was living under the British flag, and that I had come out of the room safe and sound. On my way home the next day, one of my men told me he had heard Jocko and Chief Wasagasick, in front of the priests' room, immediately after the row on Sunday, telling a crowd of Indians that they would be wanted to drive the white people off Lonely Island. In consequence of hearing this, I went to Wequemikong and wrote some notices, a copy of which, marked "F," is enclosed. Finding the chief was not at home, I determined to go to Lonely Island again for the purpose of telling the white men what to do, and also to take their depositions in regard to the winter outrage and forcible removal of Messrs. De La Ronde and J. B. Proulx, wife and child. A, B, C, D, E, G and H are depositions; F is copy of notice to chiefs. On Tuesday the 30th of June, in the morning, in a dense fog, I made for Lonely Island, anchored my boat outside, went ashore in Mr. Proulx's small boat, and took the depositions enclosed, marked A, B, C, D and E. About 2 p.m., whilst eating my dinner in Mr. Proulx's house,—my men eating theirs in my boat,—we suddenly heard drums beating and men shouting. Mrs. Proulx immediately ran into the house, and called out, in a frightened tone, "Here are the Wequemikong Indians come to drive us off." I saw two boats full of men coming round a point with great speed—drums beating and men shouting. They ran up to the beach and landed, twenty-five in all, and made towards the houses. The leader—a notorious ruffian, whose name is Sawa-ane-me-kee, and who has been one of the leaders in the late outrages,—said he was a magistrate, and had brought a warrant from his chief—Wasagasick—to remove the white men off the island. He pulled out a paper, and read it to Proulx and De La Ronde, and, on my remonstrating, said he was bound to obey his orders, and would remove the parties at once. I told him he should not do so whilst I was there; and on his moving forward to commence operations, called to the men to land and bring the revolvers. He immediately sent a party to prevent their landing. I ran forward to the beach, and, standing between them and the small boat which was near the beach, pulled out a hunting knife and threatened to strike the first man who meddled with my men. One of the band immediately ran to one of their boats, and pulled from underneath some clothes on the seat a long knife, with a blade of eighteen inches or thereabouts, and came towards me. At this time a row seemed imminent; however, my men landed. I sent two to my boat with one revolver and a gun, and armed myself and two more with revolvers. I then stepped up to the leader, and dared him or any of his band to lay a hand on any of the parties or their goods. Through my interpreter, I explained the law to him and them, and warned them, in the Queen's name, to leave the island, as they were illegally assembled together, in a riotous manner, to do an unlawful act. They laughed and shouted at me. The leader told me to "shut up; that the island was theirs, and that they had their own laws and would obey them, and were bound to carry them out." I carefully and slowly, sentence by sentence, through my interpreter, again explained the law to them; told them that the island belonged to the Queen: that they had no right to make laws of their own: that they would certainly, sooner or later, be punished for this and other outrages: that as long as they lived in Canada—they were all, but two, American Indians—they must abide by the laws; that they must not take the law into their own hands; and a second time I told them plainly that we would protect the parties, and shoot any one who laid hands upon them. To this the leader replied as follows, and I beg to call your particular attention to his shrewdness and cunning:—

"In the first place, we have nothing to do with the Government, with you, or with British law; we make our own laws, and you make yours for the main land. Whatever our head chief orders we will do, as his orders come from the council of my band at Wequemikong.

"In the second place, this island is ours, and you have no power here. I have the power here, under the authority of my chief.

"Thirdly—We have already driven off Taikoma, Ketché Baptiste, De LaRonde and Proulx, and others, and although Captain Ironsides, Dr. Leyton, Mr. Thebo and you, tell us we will be punished, no punishment has come. We do not believe you; you are all liars; we do not care about any of you. The Government will not punish us; we are waiting for it; and we are determined to "crack out," (this is the word used more than once,) till we see the end of it, and we will then know what is the law, whether your law is good or ours.

"We will drive over to the mainland every white man, and we will not let a man live amongst us who does not pull with us and agree to our laws. All the Islands in the Lake are ours, and we will not allow any one to fish without our permission. It has been decided in our Council that it was your business to show us your instructions, and to apply to our head chief for permission to let any one fish." (N. B.—Jesuit Kohler told me this on Sunday, in presence of the Indians.) "We don't care a spittle for McDougall, Spragge, Ironsides or you. You have no business to come on our lands; we are independent of you and your laws, and so on." A repetition of Jesuit Kohler's speech to me on Sunday. I again told him (hoping by firmness to stop any necessity for bloodshed) that this Island was the Queen's, the people on it were her subjects, they had claimed my protection and should have it. At this period three or four of them apparently tried to get to my back with the intention of disarming me. I told the two men to face round and stand on their guard. Mr. Newcombe, who understands a little Indian, then stepped up and commenced to tell them that what I had said he knew to be the law, and true. One of them, by the leader's orders, immediately seized him by the neck, and probably would have ill-treated him, if I had not presented the revolver and told him to let go. I then told Mr. Newcombe not to interfere any more. It was soon apparent that they were cowed. About half their number went away, and as I learnt afterwards, told Mr. Proulx that they were sorry they had come, and wished they were back again. The old men who were brought up in the States held their ground for some time; abusing me and the Government.

I produced the letter I had written to the Head Chief, and told the leader he had better take it to him, before he committed any more illegal acts. He refused even to touch it, and said plainly, that they had made up their minds to pay no attention to any letters, or have any communication with Government or their officers. After some time they all left saying they would return to Wequémikong and hold a Council before they took any more action in the matter.

I remained till about 8, p. m., and was on the point of leaving, when the leader with 10 or 12 returned through the bush, came to Proulx's door where I was sitting—probably expecting not to find me, and said they had altered their minds. They had sent one-half the party over to Wequémikong for the Head Chief, for more men and arms, and that if I should stop there for a day or more, he would show me what his power was; that he was a magistrate as good as I was, and had more power on that island than I had, and would let me see it.

To this I replied that I had many other places to visit, other duties to perform, and should not stop to please them.

I again, carefully, sentence by sentence explained to them the law, and that they were being led into trouble by those who dare not come themselves; that if they came again they could not excuse themselves by saying they did not know they were doing wrong; that they might depend upon my word that within a month, or as soon as I had time to receive a reply from Quebec, that they would know what the law was, and whether their law was good or mine, and I recommended them to go back and remain quiet for a month. Some of the young men round the leader spoke out and said that they had done enough; that they had better go home and leave the people alone. The leader turned on them savagely, called them cowards and old women, and asked them why they came if they were afraid to obey their chief's orders.

After some more talk, the leader and his band left saying, perhaps, he would go over, and, perhaps, he might only return and take the nets and barrels and keep them for one month till they heard from me again.

I afterwards consulted with all parties on the island, and asked their opinion as to what further steps they thought would be taken. They all expressed the same opinion, namely, that they would return armed, with 40 or 50 men, and carry out their threats.

That unless I could stop there all the time and had more force, they would sooner or later be driven off, and obliged to go to the mainland. That they would prefer my leaving; so that they might have the matter settled at once, and learn to what extent the Government would allow them to be persecuted.

I also considered that I would be more satisfactorily carrying out your wishes by avoiding a conflict with a body of armed men, and that it would be better to allow these lawless parties to go to the extreme dictated to them by the Jesuit priests; particularly after the repeated caution given to them by me as a magistrate of the District. I left that night and met, next morning, four Scotchmen from Goderich, who had been exploring the Manitoulin Island, with a view to settlement, and who told me they had met with great civility from the Indians of all the villages west of Manitowaning Bay, and that many of the Indians had expressed hopes for the white men to come and settle and build mills.

They also told me that early in the morning a boat manned by 12 or 15 Indians, pulling very fast, going in the direction of Wequemikong, had tried to run them down; but that they had guns with them, and were not frightened, and immediately faced their boat to run into the Indians, when the latter sheered off shouting and yelling. This was the second boat leaving the Lonely Island.

On my landing on the light-house on the Isle of Coves, Mr. McBeth, the light-house-keeper, told me that last fall Jesuit Priest Hennipcau had made use of the following language in his house:—"The Indians of Wequemikong have their own laws; they have nothing to do with the Government or the Government with them, and if they take our advice, and we tell them so, they will arm and drive every white man off their lands."

McBeth is an old Hudson's Bay man—his wife a half-breed—neither of them easily frightened by Indians, but they both said their lives were not safe if the Indians and their priests were allowed to carry on with impunity.

I have already reported a gross assault attempted on Mrs. McBeth by four of these Indians. Whatever steps may be taken by the Government in regard to the outrages committed last November on Taikoma and old Baptiste, depositions of which were taken at Manitowaning; I claim as a magistrate of the District of Algoma, and as the officer in charge of fisheries for Huron and Superior, and as an officer of the Government, whose authority has been defied and treated with contempt, the right to act upon the depositions taken by me, and to issue warrants for the apprehension of the ringleaders, and have them taken to the Sault or elsewhere, to be tried at the next Quarter Sessions. To do this peacefully and successfully I must be well supported, and incur a small expense, which, in fact, will be a saving in the long run, for sooner or later the Government must interfere.

These men are bound to "crack or carry" on, until stopped by law. I am aware that as a magistrate I am competent to act and summons others to my aid, or I could hand over the depositions to Judge Prince to be acted upon for months as in the case of the outrage on Taikoma and Baptiste last fall. But I don't feel inclined to go to any expense or interfere, unless distinctly authorized to do so, unless assured that I will be backed up as long as I discharge my duties cautiously and legally. Unless I am at once authorized to act as suggested, I beg respectfully to be relieved of all control over all Islands or waters surrounding them, on Lake Huron and the Georgian Bay, and of all necessity to visit the neighborhood of the Manitoulin Islands; for I shall only be liable to insult and to danger. In fact, my men distinctly informed me the next day that unless those parties were punished, who had so grossly insulted and defied me, and who had committed breaches of the law heretofore with impunity, their lives would not be safe in the neighborhood of the lands claimed by these lawless parties.—N. B. They claim all the islands. All the help I require will be special constables of my own selection, and authority to make a bargain with the steamer *Floughboy* to take the party to Wequemikong.

I request that it may be granted at once, so that I may have time to make necessary arrangements. When I went to Manitowaning last November and offered to take prisoners Jocko and the other rulers, I was over-ruled by Captain Ironsides. If I had done so the above outrages would not have taken place, and if steps are not immediately taken to punish these lawless people, more serious outrages will soon be heard of. The next family to be removed will be that of Wasegeesick, the fishing chief, and his sons, as he has always opposed the lawless party; is willing to comply with the rules of the Government, and told them at Wequemikong on Sunday last that he was well satisfied, and that they

had no cause to complain, and had more fishing ground than they could use, if every man fished. He was told by Jocko that he was a traitor, and that it was his business to interfere, as he was the fishing chief. He told them that he would mind his own business, and have no part in their actions. Waseegeesick's son has already been driven off and prevented from building. He told me that he had applied to Captain Ironsides last fall, when they pulled down the house he was putting up, and had not received any answer. He also applied to me for permission to build at Wequemikong, and to be protected from these lawless parties. To the best of my knowledge there are only fifteen or twenty, if so many, of these lawless parties on the whole island—headed by Waseegusick, Jocko and Sawane-mekee. By threats and cunning, and, as is stated by Mr. Proulx and Waseegeesick's son, by occasional violence in council, they rule the others. The peaceable Indians believe that sooner or later the Government will interfere. The band of Wequemikong Indians who were once with them left them last winter, and positively refused to have anything more to do with their laws or their councils. In conclusion, I state plainly how the matter now stands. A small body of American Indians, living in one village, backed up and incited to violence by foreign priests, who repudiate the authority of the Government they live under, and claim to be independent of all laws, are allowed with impunity to drive away or forcibly remove all peaceable and well-disposed Indians, and all white men; not merely from the reserve given to them by you at the treaty but from all places excepting the mainland and the islands adjoining the land of the bands on the north and east shores of Lake Huron and Georgian Bay; in fact from all places which they may in their wisdom please to call their land. If Jocko is to be believed, they are quite ready to have the question tried, and see whether they have the authority they claim or not. If it is decided by law that they are wrong, they will then give in and be quiet; he says so. They also say that you were dismissed and put in jail for robbing the Indians of their land. That the Government dare not send men to survey the island. That all your promises are so much wind, and that you are a liar, because you have not carried out that which you said you would at the treaty. I can assure you that it is of no use writing or sending any agent to them; they will treat both with the utmost contempt, with insult and perhaps with violence. They are divided amongst themselves; and there is only one way to prevent their outrageous conduct from spreading, namely, by dealing with the ring-leaders as white men would be dealt with if they committed lawless acts. As to the seditious language of the priests, I shall send my deposition to Judge Prince to be dealt with as he thinks best, and I have kept the originals of all the other deposition to act upon.

I have condensed the facts as much as possible, but it is necessary to make this report very full to enable you to understand the whole subject.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

WM. GIBBARD,

J. P. District Algoma.

To Honble. Commissioner Crown Lands,
Quebec.

INFORMATION.

PROVINCE OF CANADA, }
District of Algoma. }

The information and complaint of Charles De La Ronde, of Wequemikong, taken this 30th day of June, 1863, before the undersigned, one of Her Majesty's Justices of the Peace in and for the said District of Algoma, who saith that I am a Canadian, born in Montreal, 48 years of age, and in 1837 and 1838 was a Captain in the 4th Simcoe Regiment of Militia, under Colonel Moberly, stationed at Cold Water, and at the time of the fight at Montgomery's, marched with my company to Toronto; that he moved up to Wequemikong in 1855, and resided there till forcibly removed last December; that on the 13th of December, 1862, the deponent left Lonely Island for home, but on account of the

snow and cold rented a house at Wequime-kiousing for the winter, with John Baptiste Proulx, his wife and child, 3 years of age; that on the 17th of December, John Baptiste Waseegesick, son of the head chief of Wequemikong, Fabien, son of another chief, by name Pannenakeeung, William Assimway, Ignace Attawish, and Alphonse Omenakon, whose father is a chief, came across the portage from Wequemikong, with a letter from the head chief of Wequemikong to the head chief of Wequime-Rionsing, whose name is John Baptiste Pai-ko-naising—the letter came to my house, whilst Mrs. Proulx was cooking supper after sunset, and said he had a letter directed to him from the chief of Wequemikong, ordering him to turn us off immediately. The deponent asked the chief to be allowed to remain till tomorrow, as Mrs. Proulx and the child were ill, and it was too cold to be turned out at that late hour; the snow was about that time three feet deep; there was ice all round the bays, and it was very cold; the chief refused to let us remain, and the five young men above alluded to, with others, whilst the deponent was remonstrating, took down the stove and pipes, and all our kit and goods, and carried the same to a large Mackinaw boat on the beach; that the five young men above alluded to, put us all in the boat, namely, the deponent, Mr. Proulx, Mrs. Proulx, and child, and pulled the boat to Wequemikong, where we landed at midnight, without being allowed to eat our supper. Mrs. Proulx was very nearly frozen to death; that night we stopped with Mr. Philemon Proulx, father of the young man who was removed with us; that on the 18th about 9 a. m., this deponent and John Baptiste Proulx were called into the council room, where the chiefs and leading Indians of Wequemikong were assembled. Jacko Tagayweeneeni spoke on behalf of the others, and said they had resolved to move us from the island. This deponent knowing that resistance was useless, asked to be allowed to go and see the Government agent at Manitowaning, 7 miles distant. Jacko replied, “it was no use going there, as they did not care about the Government or the Government agent; they were determined to have nothing to do with the Government or their agent, as they were independent of them, and had laws of their own, and whoever will not obey our laws and agree with us, will be removed off the island.” Whilst this was being discussed, one of the Indians was sent out to ask advice, as this deponent believes from the priests, and returned saying “that cannot be done;” this deponent then said we cannot get a house at Shebawanning, and it is so far to go this cold day, remove us to the Government land at Manitowaning, we can get a house there; Mayongowee, and John Osawa-ane-mekee, and Chief Wakeegegaseek were the three principals after Jocko—these persons called out, “We do not care about the Government, the land is ours, and we shall remove you.” Seeing resistance was useless, and that they had begun to load our things in the boat, we, that is this deponent and John Baptiste Proulx, were taken in a boat the same day to Shebawanning and arrived there about 11 p. m. The parties in the boat were John Baptiste Wakeegeesek (the head chief’s son), Francis Neekanegeeseek, Isaac Shawanaw, and Antoine Wabauonsay—it was very cold indeed, the whole of the bays were frozen for the season that night; the next day the ice was travelled on with safety. Mrs. Proulx was very cold, and suffered afterwards from it. This deponent estimates his damage at \$200; this deponent has been accustomed to fish on Lonely Island since 1853, and has every reason to believe from what he has heard, that the same body of Indians will attempt to drive him off, unless protected by the Government. This deponent further states, that all the parties engaged in this outrage but two, are foreigners, and are at all times very bitter against the British Government.

(Signed,) CHARLES DE LA RONDE.

Sworn before me, this 30th day of June,
1863, at Lonely Island.
(Signed,) Wm. Gibbard, J.P.,
District of Algoma.

INFORMATION.

PROVINCE OF CANADA, }
District of Algoma. }

The information and complaint of John Baptiste Proulx, of Wequemikong, taken this 30th day of June, 1863, before the undersigned, one of Her Majesty’s Justices of

the Peace in and for the said District of Algoma, who saith that he has heard the deposition just made by Charles De La Ronde, marked A, and can testify to the truth of the same. This deponent saith that his father is a native of Montreal, was a sergeant in the Canadian Militia, Queen's Rangers, and was on active service at Toronto and Chippewa during the rebellion of 1837, and has resided at Wequemikong for twenty-six years. This deponent was born at Wequemikong in the same year his father moved there, and is married to a French-Canadian, and has always resided at Wequemikong. This deponent's uncle was a priest residing at Wequemikong for eleven years. After being removed with Mr. De La Ronde to Shebawning on the 18th December, 1863, remained there until the 25th December. On that day went with the mail carrier to Wequemikong to see his wife, and remained at his father's house for some days without any interruption. That as soon as the Indians saw he was going to remain, they held council, and this deponent was ordered to leave about the end of January by Baibamekaway, on behalf of the chief. That this deponent positively refused to move. That night after night, councils were held on the subject, and, having many friends of my uncle and father on the Island, the Indians were divided; and to be able to remain with my wife and child, I removed back into the bush about 4 miles, and remained there all winter on the understanding that I would leave this spring, which I did, and believe that I would have been forcibly removed if I remained there. My kit was much damaged, several things were lost, I was thrown out of my winter's occupation, and consider that I have suffered damages with my wife and child fully to the amount of three hundred dollars.

(Signed,) JOHN BAPTISTE PROULX.

Sworn before me, at Lonely Island, this }
 20th day of June, 1863. }
 (Signed,) Wm. Gibbard, J.P., }
 District of Algoma. }

INFORMATION.

PROVINCE OF CANADA, }
 District of Algoma. }

The information and complaint of Philemon Proulx, taken this 30th day of June, 1863, before me, one of Her Majesty's Justices of the Peace for the said District of Algoma, who saith: that I am a native of Montreal, served in the militia during the rebellion, have resided on the Manitoulin Island at Wequemikong for twenty-six years, and was married to a Chippewa woman at Wequemikong, who is still with me here. I have seven children. Immediately after Mr. McDougall had made the treaty, councils were held and I was ordered to leave Wequemikong, where I have a good log house and about twenty acres of land cleared. I said I am willing to leave if I am paid for my improvements. Jocko, on behalf of the others, said, "Your house is built of our wood, you have burnt our wood for many years, you have cropped our ground and you have caught our fish, and you are well paid already." Jocko said: "The council have decided you are to leave this place in the spring." I left this spring with my wife and family, and have been here since. I was on the Island and residing at Wequemikong before any of the Chiefs or Indians (with one exception) who are now so busy ordering me off, and who are the leaders in all Council matters, moved from the United States to Wequemikong. My brother, the Rev. Mr. Proulx, was priest at Wequemikong for eleven years, during which time and up to the arrival of the foreign Jesuit priest, all was peace and good-will. I have been told this by many of the Indians this spring, who disapprove of the proceedings of the Jesuit priests. I value my improvements and buildings at six hundred dollars, and my only recourse is to fall back on the Government for redress or remuneration, as I am deprived of my home by parties who are not subjects of the British Government, under the dictation of the Jesuit priests of Wequemikong, who openly say, "they are independent of the Government and can make their own laws on their own land."

(Signed,) PHILEMON PROULX.

Sworn before me this 30th day of June, }
 1863, at Lonely Island. }
 (Signed,) W. GIBBARD, J. P., }
 Dist. of Algoma. }

INFORMATION

PROVINCE OF CANADA, }
 District of Algoma. }

The deposition on oath of Charles De La Ronde, of Lonely Island, taken this 30th day of June, 1863. That about 2 P. M. this day, whilst Mr. Gibbard was eating his dinner in our house, we saw two boats coming round the point full of men, and drumming, and knew at once that the Wequimekong Indians had come to drive us off. Twenty-five men landed and immediately moved up towards our houses. The head man was Sawahanemikee, who pulled out a letter and read it to us; it was ordering us not to fish here and to leave the Island. An old man, Maisheeneemee, said "We are come to kill all of you here," and were moving towards the house to remove our things; when Mr. Gibbard stepped up and said you have no authority here, this Island belongs to the Crown, and I will protect these men, if necessary, by force; and Mr. Gibbard sent to his boat for his revolver and men. Immediately, Sawahanemikee said to some of his young men, "Do not let those men land; stop them." Mr. Gibbard immediately ran down to the beach, and stood between the Indians and the boat, and said he would resist by force any one meddling with his boat or men; one of them immediately ran to these boats and immediately drew out a long knife, about eighteen inches long. After this Mr. Gibbard explained his position to them; his authority as a magistrate; the nature of the law in such cases; the proper way to obtain redress if they felt grieved; and that no man under the Queen's Government (except to protect their own house or persons, or that of their families from actual violence, must take the law into their own hands, that if he, Mr. Gibbard, had no authority from the Queen, or was acting contrary to his instructions, that they should complain to the Government, and that he would be [as Mr. McDougall told them at the Council] removed, and some other person put in his place. Mr. Gibbard handed them a letter which he said contained a notice to the Chief, both regarding the Fisheries, and as a magistrate regarding the law of forcibly interfering with any person, except under the authority of some magistrate or competent official. The head man refused to take the letter, and said he had nothing to do with Mr. Gibbard, and did not believe anything he said, and he also said: "I am a magistrate by our laws, as good as Mr. Gibbard is, and if he remains here, I will shew him my authority the day after to-morrow." With the exception of two young men, they were all American Indians. I am also certain that if Mr. Gibbard had not been present, and shewn great firmness, they would have forcibly removed us. On going away the head man said "You have told us many times we are acting contrary to the law, and that this spring we should be punished for what we did last fall. No one has come to punish us, and we do not believe the Government will interfere with us; and we are determined to try it out and see who has the right, us or the Government." After that they left, saying they would be back again in a few days; that they heard some soldiers were coming; they would like to see them come.

(Signed,)

CHARLES DE LA RONDE.

Sworn before me this 30th day of June,
 1863, at Lonely Island.

(Signed,) WM. GIBBARD, J. P.,
 District of Algoma. }

INFORMATION.

PROVINCE OF CANADA, }
 District of Algoma. }

The deposition of George Louis Newcombe, at present of Lonely Island, a resident of Owen Sound, taken this 30th day of June, 1863: who saith that he saw a number of Indians, to the best of my belief twenty-five men landed near my storehouse this afternoon, and saw one of them proceed to speak and then to read a document to Mr. La Ronde and Mr. Proulx, which I understood was to the effect that they must leave the Island, as it

belonged to them, upon which Mr. Gibbard came forward and told them if they had anything to say to speak to him, and forbade them by the peril of the law to touch either of the men or things; they immediately moved a little forward and shewed evident signs and expressed their intention to remove the parties by force; Mr. Gibbard forbade them or any other person through Mr. La Ronde and Mr. Proulx to touch these men or any other person on the Island, and upon their manifesting their determination to do so, he called for his men to come ashore and bring his hunting sack, and to come quick; the head man immediately said to some of his men, "stop those men from landing," and a good many of them proceeded at once to the shore, and Mr. Gibbard immediately proceeded to the shore and called out to them not to meddle with his men; all Mr. Gibbard's men landed, and one of them handed him a bag, out of which he took some revolvers, and gave one to each of his men, and kept one himself; at that time, I saw one of the Indians take a long knife out of their two boats; Mr. Gibbard then threatened to shoot the first man who meddled with the parties or their goods, and told them that he was a magistrate and also in charge of the fisheries, and was bound to protect them, and would do so; after considerable angry dissensions, Mr. Gibbard explained (through his Interpreter) the law bearing upon the case in point, and offered them a letter, addressed to their head Chief, which he (Mr. Gibbard) said he had written at Wequemekousing in consequence of hearing of this intended outrage, containing, as he said, the law, and notice bearing upon the case, which they refused to take, stating that they had been sent by their head Chief to administer their own laws—that this was their land, and they plainly stated that they made their own laws to govern their own land, and would recognize no other law; I believe that if Mr. Gibbard had not been here, violence would have been used in carrying out their expressed design; after this they all left, saying they would be back again with their head Chief.

[Signed]

GEORGE L. NEWCOMBE.

Sworn before me, at Lonely Island, }
 this 30th day of June, 1863. }
 (Signed) }
 WM. GIBBARD, J.P., }
 District of Algoma. }

INFORMATION.

PROVINCE OF CANADA, }
 District of Algoma. }

The deposition of William Gibbard, of the Town of Colligwood, on oath taken this 10th day of July, before me, one of Her Majesty's Justices of the Peace, in and for the said County of Simcoe, who saith that on the 31st day of October, 1862, he called on the Jesuit priest Kohler, at Wequimekong on the Manitoulin Island; that at the same time were present in the room Head Chief Wakegeeseek, and Jocko Taganini, the latter of whom understood English well; that in the English language in their presence, after calling the Commissioner of Crown Lands, Mr. Spragge, Captain Ironsides and others highway robbers, and other abusive names, he said that "the Commissioner or some persons for him" on the Sunday made the Indians drunk with whiskey, and got them whilst drunk, to sign "the so-called Treaty; that if they had then or would now take his advice, they would have armed, assembled together, sent to the Sioux Indians for help, he would have led them on and driven every white man off the Indian Lands, and made for the British Government a more costly and bloody war than the Indian Mutiny; that as their priest "he was ready to arm and die for them; that no white man was safe on the Island if they "took his advice; that Russia never perpetrated a more villainous or infamous cruelty "than that committed by the Commissioner of Crown Lands, in robbing the Indians of "their lands."

That shortly after this seditious language, Chief Taikoma and Ketchee Baptiste, two of the oldest and most respectable, and two of the largest farmers on the Island, who had

expressed themselves favorably to the Treaty, were forcibly taken out of their houses, and removed with part of their household goods to Manitowanning, and warned under penalty of death not to return, which up to this date they have not; that Jocko Yaganini and Chief Wakegeeseek were the chief instigators, under the dictation of the Priests, of these outrages.

That in less than two months, Mr. de la Ronde, Mr. Proulx, wife and child were also with great barbarity forcibly removed and taken to the main land.

That in consequence of threats made, and notices given, Mr. Philemon Proulx, wife and seven children, had to leave Wequimekong this spring after 25 years peaceable residence there.

That on the 28th June, 1863, this deponent called on the Jesuit priests at Wequimekong, to deliver a letter:—"That in presence of Jacko Taganini, Chief Wakegeeseek, and 10 or 15 other Indians, many of whom understood English, Jesuit priest Kohler made use of the following language: "That the Government of this Province were a body of highway robbers; that the Governor himself in the former Treaty had made the Indians drunk before he could get them to sign; that the Commissioner of Crown Lands had made the late Treaty through threats, menaces, and whiskey; that the Indians who signed were all drunk or never would have signed such an infamous document; that if the Indians were men, they would arm and follow him, and drive every white man off their lands, and that no white man should set foot on Indian territory; that I had no business there with the British Flag flying; that the Government ought to take example by the Florida war, where a small body of Indians killed three thousand of white men before they gave up their lands; that they did not care a straw about the Commissioner, Captain Ironsides, or the Department; that they had their own laws, and the Government had no authority on Indian lands." This deponent further saith that Jesuit priest Choné and another who was also present, made use of similar threats, and acted in a most outrageous and insulting manner.

That the same day within one half hour, Jocko Taganini and Chief Wakegeeseek, outside the church door, told the Indians to go over to Lonely Island and other islands to drive off the white men.

That on the following day two boat loads of Wequimekong Indians, 25 in all, proceeded to Lonely Island with a warrant or letter from Head Chief Wakegeeseek, to drive off to the main-land the white people residing there.

That this deponent believes, and from information received, is sure that only for the seditious language made use of by Jesuit Kohler, Jesuit Choné and Jesuit Hennepaux the Wequimekong Indians would not have committed any of the above outrages and breaches of the law.

That Solomon Thibo, J. P., of Killarney; Donald McBeth, of the Isle of Coves, and many others can prove to similar language being used by the above named priests in other places at various times.

[Signed], WM. GIBBARD.

Sworn before me, at Collinwood,
This 10th day of June, 1863.
Signed), J. McWATT, J. P.,
Mayor of Collingwood. }

COLLINGWOOD, July 10th, 1863.

SIR,—Since writing the within Report, and whilst the same was being copied, I have received a letter from Messrs. Proulx and De La Ronde a copy of which is also enclosed, from which it appears that in spite of my warning and repeated notices, these lawless vagabonds returned the next day, 56 strong, and carried off our Lonely Island lessees to Shebananing. I have this day written to Messrs. Proulx and De La Ronde to remain at Shebananing until they hear from me again, as I may require their presence to identify parties, as also their depositions. The so called depositions sent me is not properly drawn up and I would not like to act upon it.

As these persons have nothing to eat, and no means of getting anything at She-naning, I have authorized the steward of the "Ploughboy" to give them flour, pork and tea, sufficient to keep them; till some action is taken by the Government.

I presume the Government will now be quite satisfied that immediate steps must be taken to protect from violence our fishing lessees and all peaceable subjects of Her Majesty, and that the guilty parties must be punished, and that they will take example by these Indians of promptly enforcing their laws.

I have the honor, &c., &c.,

(Signed) WM. GIBBARD, J.P.,
District of Algoma.

To the Hon. Commissioner of Crown Lands.

KILLARNEY, July 1st, 1863.

HONORABLE SIR,—Your request when you left our island [Lonely] was to write to you, and to give you a faithful account of what would happen between us and the Indians. You must be aware that one boat out of the two that came when you were at home had left after you showed them your revolvers, for Wequemikong to bring a stronger force. The day after you left us four boats made their appearance, containing about fifty-six men. They landed above our harbor, and then proceeded to our houses. When they came to the spot, Osawa-ane-mekkee was in company of four chiefs: Wasagasick, Missisangay, Thomas Kenoshameg, Jean Baptiste Flamand, also Jocko Tagewenemy.

Osawa-ane-mekkee addressed me, and said: "I yesterday read you a letter from our chiefs, who are now present, and through their orders I now act. I am to ask you once more, are you willing to leave or not? as I am not to be trifled with. You here look at the number of men I sent for; if your protector [Gibbard] had been here, he would have felt the weight of our discontent [meaning to kill you]; but as he has left the ground of battle, we must turn our rage against you," meaning myself and Mr. Proulx.

I replied to him, you Osananemekkee are in a position to show yourself a brave man, when you have about sixty men to help you against three, I can show you that I am not a coward, look at these women and children—will you promise me not to hurt them in case I should fall? I would rather die than be a coward like you. Yesterday Mr. Gibbard made the squad of you tremble when he showed you his revolvers, I have not such weapons, if you say you will spare the lives of the women and children your life is at an end.

Word after word followed, we were compelled to leave as he refused to spare the lives of those who were not willing to die—that is the women and children. We consented to leave, as resistance was useless, and you told us to do so. I hope to see you soon; do not if you please come without a strong force to help you, or otherwise you will be abused both by Jesuits and the rebels.

You know they were to seize our nets, but I believe they were advised not to take anything of our property.

We both, that is Mr. Proulx and myself, were told by two Indians that came over, that they acted through the priests' advice; some of these came only to obey their law, if they had refused they would have been banished as Tegammand and Ketchee Baptiste were, as you know well.

I can assure you that we are poorly off here. Mr. Proulx has been forbidden to set his feet on the Wequimekong ground. I suppose if you don't help him about his house, he will be the looser of it, and of 26 years' improvements.

I believe that the priests are mixed with the Indians in this transaction; why, one word only from them would have brought them to order. Two Indians told us, Mr. Proulx and myself, that they were advised by the fathers, as they call the priests.

In order to prove that this is the truth, we shall read it to Mr. Thibo, and swear to it.

[Signed,]

C. DE LA RONDE.
PHILEMON PROULX.

I omitted to say that Osana-Anemekkee said that he was determined to prostrate us myself and Mr. Proulx, if we refused to obey the order before mentioned; and if the Gov-

ernment placed us again on the said Island [Lonely] they would send us back again with more severity.

Sworn before me, this 6th day of July, in the year of our Lord one thousand six hundred and sixty-three, at Killarney, District of Algoma.

[Signed,]

L. T. THIBO, J. P.,
District of Algoma.

COLLINGWOOD, July 11, 1863.

SIR,—I have the honor to report for your information, that Olivier Fisher, a notorious vagabond, and I may also say outlaw, has, with some half-breeds and Wequemikong Indians, taken possession of our lessees' grounds on Horse Island, and sent word to me to come on and stop him, if I dare. This is another of the places claimed by the Wequemikong Indians, and I do not think it safe or proper to interfere without special instructions, as ten to one violence will be offered to myself and men.

These outrages will thus go on spreading, as I stated in my report of yesterday, till the band of vagabonds will control the whole Lake.

This case has this day been reported to me.

I am, Sir,

Your obedient servant,

(Signed)

WM. GIBBARD.

Hon. Commissioner of Crown Lands, Quebec.

SAULT STE. MARIE, July 27, 1862.

SIR,—I have the honor to report for your information, that at Shebananing I met Mr. Dickson, of the Bruce Mines, who told me that he had heard Father Kohler make use of the following language at Shebananing, last fall, and was ready at any time to come forward to prove it, and that he thought he ought to be arrested. The language was as follows: "That if the land of the Manitouliu Indians was taken, every Indian should arm and stick every white man, woman and child, in the same way the Indians did in the States."

I have the honor to be, Sir,

Your obedient servant,

(Signed)

WM. GIBBARD.

Hon. Commissioner of Crown Lands, Quebec.

[Translation.]

WIKWEMIKONG, 9th July, 1863]

Sir and most Reverend Vicar General, Pax Christi.

Matters have assumed another aspect, but He who directs and holds in his hands the hearts of kings has not changed. Now then the time of the issue. All is regulated and known in the Councils above. But *quis consiliarius ejus fuit?* The councillor of God is he who said, *fiat voluntas tua*, and who, trusting to his goodness is disposed to resign himself to it *sicut in celo et in terra*.

Our troubles do not cease as you see by the enclosed. The example of the lion excites the young lions who wish also to stain their teeth with the blood of their prey, the poor prey whose heart and strength failed at the terrible aspect of the father lion, has found his heart and has recovered his strength to repulse the young lions. What will father lion say? Every thing will come at once. If I am called I shall have a snap of the teeth, but I will try and protect myself, *prudens sicut serpens, et simplex sicut columba*.

It seems to me that I am following the recommendation of our Lord, *nolite cogitare quomodo aut quid loquamini*.

The document which I send has been sent at the same time to the "Canadian Freeman" at Toronto. It has been up to this date our organ. It has also come in for a small share of resentment, it has been excluded from the government offices, and that from the first attempt he made last fall. To-day, they have taken away the advertising of the dead letters. This insinuates enough what the disposition of our lions is towards their prey.

At all hazard, we are now occupied in the construction of a grist mill for our Indians. Perhaps we shall join to it a saw mill. You see that turmoil do not prevent us from peaceful progress.

We have an excessive drought of soil.—May the good St. Joseph have pity on his land.

I am, with profound respect,
Your very humble and obedient servant,
In Our Lord Jesus Christ,
J. V. CHONÉ.

SAULT STE. MARIE,
July 27, 1863.

SIR,—I have the honor to report that according to your instructions dated July 13, 1863, and the understanding come to with you as to the mode of proceeding whilst in Toronto, that I engaged, through Captain Prince of the Toronto Police Force, eight special constables, including Sergeant Major Cummings; that on Monday, the 20th instant, I proceeded to Barrie, where I had a long interview with Judge Gowan, and engaged Chief Constable Rogers and four others; at Collingwood, I engaged Chief Constable Dudgeon and seven others, with a boat. I agreed to pay the Constables two dollars per day—each man to bring a revolver—they were all men of great respectability; to the Chief Constable and Detective Colgan, [the latter was specially sent by Captain Prince] three dollars per day; having ascertained from Captain Prince and others that the above sums were, if anything, below the usual rates for such special services, and all refused to go on such an expedition for less. That the purser of the Ploughboy agreed to make no charge beyond the ordinary passage money, unless detained an unusual time. That we left Collingwood on the 23rd at noon, and arrived at Lonely Island early on the morning of the 24th. I landed at Wasaugeesik's, and at Proulx's and de LaRonde's places; found no person there but Mr. Newcombe, who had left his place for fear of the Indians and had just returned for his goods. That on arrival within the District I swore in the special constables, made out the summonses and prepared warrants, fully expecting to meet with some violence or opposition from the parties named. That on arrival at Wequemikong, I landed with Chief Constable Rogers, Cummins, Wm. Watts and Charles Lamorandière, whom I had sent for as interpreter—walked up the hill—sent a message by Mr. Lamorandière, requesting the Indians to meet me in one of their houses, which they refused to do; they wanted to meet me in the priest's house. I again said I did not wish to go there, having already been grossly insulted in their room. Seeing there was no other course, and not seeing one of the parties outside, I entered with the above three constables, found the room and the passages densely crowded, and the Indians assembled looking very wicked and tumultuous. I sent a message to the steamer for the other men to land, and addressing myself to the head chief, commenced to explain my business and my duties. Soon after I had entered, Father Choné came in and began to interrupt the proceedings, and claimed that the Indians were not subjects but allies of the Government, and that I had no authority as a magistrate over them, and he told the Indians to pay no attention to me. I tried over and over again to get a hearing, to read the summonses and your letter, without success. Whilst sitting on a table after much wrangling, yelling and hooting, a very ferocious looking Indian standing just behind Father Choné and the head chief, rushed forward in a most strange manner to assault me. Cummins and Rogers sprang forward and stopped him. I demanded his name; took it down and told the constables to watch him, as I meant to have him arrested by-and-by. He was Thomas Kenoshameg, one of the defendants. The

Indians were hooting, would not keep quiet, although repeatedly asked by me to do so; neither Father Choné nor the head chief interfered in any way to stop this man or to keep the peace. We four, at that time, appeared to be in danger. Father Choné handed me a letter, which I enclose. I told him my business was not with him, and, naming certain parties, said they must go before Judge Prince for what they had done at Lonely Island. Mr. Choné said that they would not go before Judge Prince; that they would go to Parliament and be heard there. He completely prevented me from getting a hearing, and all at once they broke up and we were leaving the room, when seeing some other constables on hand, I was determined, if possible, to arrest Kenoshameg, the man who tried to assault me; he was to the right hand in the passage close to Wakagusick. I told the constables to arrest him. Immediately they stepped forward, Father Choné violently resisted the officers. I told him that I respected his calling; that I did not want to lay hands on him. I repeated this two or three times; and that if he persisted in resorting to violence and resisting the officers that I would have him removed. Still violently resisting, and the Indians crowding around us four in the various passages, and fearing that if the row continued there we should be seriously assaulted and perhaps lose our lives, I told the constable to remove him, and to try and remove Kenoshameg and all who were offering resistance. I was immediately seized by the neck and coat by one or two Indians in front, who endeavored to drag me down the steps, and it was some time before the constables could release me. Outside the house the constables did their best to arrest the most violent, but as fast as they seized one, five or six came to the rescue. They sent for guns, seized sticks, stones, planks, and oars, and the riot was so great that it was impossible for them to do their duty without fire-arms, which I strictly forbade. I called the chief constables together and consulted with them; they all gave decided opinion that they must arrest all or none; that the Indians were arming, and that if we persisted blood would be shed. I ordered them to desist. After Priest Choné was removed to the lake shore, the Indians were much more peaceable. I then, through the interpreter, explained to them the nature of the summons; that it was illegal to resist the officers of the law; that those named in the summons had better come on peaceably, whilst the steamer was here; that they would have fair treatment at the Sault. Lamorandière did his best to persuade them to go peaceably to the Sault before Judge Prince. Many of them listened to me quietly and respectfully, but refused to go to the Sault. I then went down to the beach, where Father Choné was in charge of some of the constables, and asked him whether he would give his word to answer to a summons and appear when called to do so. He replied that he would not do so before Judge Prince, but would go to Montreal or Quebec, or before the Parliament. I thought it best to release him, and did so, as I am satisfied that if I had attempted to take him, or any other, aboard the steamer, some of us would have lost our lives. During the whole time inside the house, I had no opportunity to read out or have interpreted the summons. From what passed afterwards between myself and Father Hennipeaux (who was very quiet throughout), and from conversation with Mr. Lamorandière, I am satisfied that it will take a large body of men to bring them to the Sault; but I believe they would all willingly go to Quebec or Montreal, and that no magistrate or officer of Upper Canada is safe in going there to execute the law without a much larger force than I had, if he wishes to be respectfully treated. But that they would probably believe and follow the recommendations of some legal gentleman of their own persuasion, sent from Montreal or Quebec; and I am inclined to believe that unless the Government are prepared to incur an enormous expense in enforcing warrants, that the best mode even now would be to select some gentleman who has the confidence of the prelate of the church, as also of the Government, to explain to them the illegality of their proceedings. They undoubtedly believe they are right, and that they are not under the laws of Canada; but, as they say, they are not subjects but allies of the British Government.

Throughout the whole proceedings, under very difficult and trying circumstances, and great provocation, the constables acted with great coolness, and I am particularly indebted to Chief Constables Cummins, Rogers, and Dudgeon.

From the threats made at Lonely Island, and from information I received from my men, who were waiting for me at Wequemikong, I did not expect a peaceable termination to my enterprise, unless I had been backed by a strong party, as I was satisfied that I would have been ill-treated.

On my way up, at the Bruce Mines, I arrested Osawa-ane-mekee for leading a riotous assembly of twenty-five men and terrifying the peaceable inhabitants of Lonely Island, and for sending a party to stop my men from landing, and coming there in a riotous, illegal manner, to commit a breach of the peace. On arrival at the Sault, he was handed over to the proper authorities, and tried the same evening. This man has been the leader of all the outrages.

From information received and remarks made, I decline going again to Wequemi-kong on magisterial business, unless backed up by a company of military, in addition to the necessary constables.

This is written in a great hurry, so as to go by the boat. Having a multiplicity of business in so short a time, I do not feel justified in detaining the boat or the men, as the expense has already become very heavy.

Having no funds on hand to pay the expenses, I have drawn on you for the amount due to the separate parties.

I have the honor to be, Sir,

Your obedient servant,

(Signed),

WM. GIBBARD.

Honble. Wm. McDougall,
Com. of Crown Lands.

[Translation.]

To His Excellency the Governor General:

THE INDIANS OF WIKWEMIKONG, (MANITOULIN ISLAND, LAKE HURON,) CANADA WEST.

Relative to what has passed between Mr. Wm. Gibbard and the said Indians, on the days hereunder mentioned, relative to a fishing island belonging to these Indians, and that the said Mr. Wm. Gibbard expects to lease the same to the whites.

[Copy of a letter from Mr. Wm. Gibbard, to the Missionary of Wikwemikong.]

SHEBAWANING, June 27th, 1863.

DEAR SIR,—You will oblige by notifying the Indians who are under your control, that I have leased the south half of Lonely Island, also four miles into the lake, all around the east, south and west sides thereof, to Philemon Proulx and Charles De La Ronde; that no Indian or other person will be allowed to fish on that (sic) ground, or to use the beach included in their lease, or to cut wood on the same, unless driven in by bad weather, without the written permission of the lessee. By notifying your Indians, you may save them from being punished and sent to gaol, as I shall strictly enforce the law. Any complaint made will be duly followed up by me.

Yours truly,

(Signed)

WM. GIBBARD,

Fishery Officer of Lakes Huron and Superior.

Rev. M. Kohler, Wequemikong.

Mr. Gibbard is asked by the Indians to give reasons of his conduct. He came to the missionary saying that he had nothing to do with the Indians; he gave the above letter to the missionary. On the observations of the missionary that this letter was not invested with any authority; that, moreover, it will be sent to Quebec; Mr. Gibbard took back the letter from the hands of the missionary, and refused for some time to give it back.

NARRATIONS OF THE INDIANS.

[Translation.]

WIKWEMIKONG, 28th June, 1863.

It is on this day that a letter has been put into the hands of our Black Gown, containing regulations to be made known to us. It was on a Sunday when he brought it, *Eshkamegwanoke* (name by which the Indians designate Mr. Gibbard, and which means the gatherer of fish guts). We, when we heard of that, were not at all pleased that they should let places for fisheries. Okiwesimini (Island of the Old Lonely Island), Tabassakwang (Flat Island), Birkerarakwaminis (Cock Island), Wissakoteminis (Burnt Island), of which we are the proprietors also, as well as of Otawaminis (Island of the Ottawas, Manitoulin). This Island (Lonely) is also constantly frequented by the Indians, and their fishing houses are there. When we learned that they had leased it, we were indignant. Immediately we deputed an old chief to go there. He has gone. Take care of yourself—behave well—was what we told him; and he behaved well according to his commission, (there were about twenty men with him). 30th of June; it is on this day that they arrived at Lonely Island—the Deputy, Ozawanimiki, (it is now this latter who is going to speak).

When we arrived at *Eshkamegwanoke* (Gibbard's men), they jumped into a canoe to go for some pistols which they had in their barge lying at anchor.

Gibbard—"What are you coming here for?" I say to him, "We are sent here—it is for that reason we come here."

Gibbard—"I wont listen at all to what you have to say to me."

Ozewananimiki—"I have nothing to say to you; it is to Pinemo (Philemon Proulx) Shagawimimonitous (Charles de la Ronde) that I am sent to—I bring with me a letter containing the decision of our chief."

Gibbard—"I don't listen to that—the Wikwemikong Indians have no right, they are all imbeciles."

Philemon Proulx reads the letter, so conceived:—"Philemon and De la Ronde, today we demand of you is it not true; that you have leased this Island, our property? If what was said to us is true; you do not act right. Since you live with us we allowed you to fish quietly, without cost; every where the Indians fished there you could fish also. Was it not better for you to fish as you did before, up to this time, without cost, than now to lease the fishery from a stranger who is not the master. You are not acting well—it shall not be so. You will have to retire just now, and go beyond terra firma."

Gibbard—"Now strike them," (says he).

Ozewananimiki—"No. I will not strike."

Gibbard, a second time—"Go on and strike them."

Ozewananimiki—"No," says he, "I don't strike, I want to do what I am sent for. I want to say to this man, go away quietly."

Gibbard—"No, they shall remain, it is I who have sent them here—my will shall prevail. Yes, yes, they shall remain."

Ozewananimiki—"No, not your will but mine shall prevail. I am the master of this place."

Gibbard—"Be quick—come to the shore," says he to his men, and on his saying so, they all ran ashore. "Bring out, bring out the pistols."

Ozewananimiki—"Prevent them from going ashore."

Gibbard having gone ashore, drew out his knife and brandished it against an Indian; so says one of our men; at the same time the barge came to shore; immediately they handed to Gibbard a six-barrelled revolver. "This is what will serve six men," aiming his pistol against an Indian; then they came towards us without any interpreter, at the same time he was holding a revolver; they had also revolvers in the pockets of their coats, and Philemon Proulx was holding a bag of cuffs.

"Then Mr Gibbard came to the place where he intended to speak and said; My friends, behold, I declare that I am sent by the Queen and Governor here, with full power. I am a Magistrate, and it is the Governor who has given me what you see in my hands. I shall fire on you if you shall dare to touch my men."

Ozewananimiki.—"Is it the Queen and the Governor who have told you to fire upon these Indians when they want to speak to you and keep their property?"

Gibbard.—“This Island is not your property. It is the Governor who is the master of it up to this (time).”

Ozewananimiki.—“Yes, to its full extent I am the proprietor of it as an Indian.”

Gibbard.—“It is McDougall who has told me to lease this Island.”

Ozewananimiki.—“The Governor's property is beyond. probably it is there you have been told to let it. You see me, I have nothing in my hands, but what are you holding in yours. Did you receive orders from the Queen to fire upon the Indians; have they told you to chase them out of this this property?”

Gibbard.—“If he chooses to break or to violate the law. There is but one Chief of Canada, but one flag.”

Ozewananimiki.—“It is true there is but one Chief and one flag. The Queen is also my Queen and Governor. The Governor's flag is my flag; but although there is but one Governor for this land of Canada, I also am the Chief of this land. It is my ancestors', and they have been the proprietors up to this date. The Governor said to me keep your land. Dont listen to the first man who will come and tell you anything. It is myself that shall come to speak to you, when I shall have anything to tell you; this is what the Governor said, and this is why I watch it well.”

Gibbard.—“The Governor gives me the power to act in such manner, says he, lifting up the revolver against the Indian.”

“Mesbinini says to him: I am not afraid at all of this pistol, if you fire it every one of you will die. I am a man; I am Ottawa; it is I who have saved your life, having fought in the last war. You see these men, they have nothing in their hands, but what are you holding in yours? People never behave that way as you do when they speak together.

“Then he threw his pistol aside. Ozewananimiki said to his own men, “go to Wikwemikong and tell what has been going on here,” and then he said to Gibbard, “look here! you are not going? Will you remain here until those that have gone to Wikwemikong shall have returned? You will see what Commission I have received when they shall have arrived. I shall do what I am told” (then during the interval Mr. Gibbard went away.)

“When the Chiefs were informed, they went to Lonely Island; the men said, let us bring guns; the Chiefs said no, let us go and see quietly what is going on, and they took no arms with them. When we arrived at Lonely Island, we spoke to De La Ronde and to Philemon; prepare yourself to take up your nets, and now go away. He prepared himself and went away quietly. We took nothing from them.

(TO HIS EXCELLENCY.)

“When will those whites leave us quietly; they torment us too much. Perhaps a day will come that we wont be able to control our young men to keep them in peace. When we let for the first time our fisheries, they asked our Chiefs to allow them to let them. You shall be paid, say they; and up to this time, since three years, nothing at all has been received. It is a fact we will not allow you to rent these Islands which we have reserved; let the whites leave us alone; they torment us too much. Let them cease and we shall be on good terms with them. Let them cease to try and fire on us. These are the means that the whites employ to frighten us, but whatever they may be, we are not at all afraid.

“Here is how Charles Lindsay spoke about a year ago last fall: Soldiers will come out to watch, says he, to frighten the Indians. Again last fall, McDougall has spoken the same language, I bring very authoritative decisions, the decisions of the Governor. They shall crush whoever shall do the least thing. Here is again what the white hat man (Ironsides) said last fall; I wont delay a minute before I use the authority which the Governor has vested in me, although he did nothing. This is their way. This is all. Here are names of those who saw what Mr. Gibbard did:—

(See the original, at the foot of the page are the names of Wikwemikong, as follows:)

THOMAS MOKOMANISH,
WIKEZIGIG MESSIQUABUIVI.

Wekwemikong, 4th July, 1863.

(Signed),

The Translator, J. V. CHONE, S. J.,
Missionary.

COLLINGWOOD, 28th July, 1863.

Hon. Wm. McDougall,
Commissioner of Crown Lands,
Quebec.

SIR,—Enclosed, I send you certain depositions made in relation to Mr. Gibbard, th Inspector of Fisheries on the Upper Lakes. Yesterday afternoon (Tuesday), at the usual time, the "Ploughboy" landed at the Northern Railway wharf, at this place. With the exception of Mr. Gibbard, all the party that went up to the Manitoulin, returned. To the question, "where is Mr. Gibbard?" the only answer that could be given was, that the last place he was seen was a little to the Shebawnaning side of Little Current, about three o'clock yesterday morning. The boat reached Shebawnaning, and after having stayed there several hours, Mr. Gibbard, not appearing, his whereabouts began to be questioned. Nothing satisfactory could be ascertained, as every one who was at the gangway of the vessel, when at Shebawnaning, is satisfied that he did not go ashore there. The impression then became general that Mr. Gibbard had either been foully dealt with or had accidentally fallen overboard. As several hours had elapsed since the time he was last spoken to, and his being missed, it was not considered advisable to return to Shebawnaning, the boat being then almost as near to Collingwood as to the last mentioned place. Captain Smith, of the steamer "Clifton," being on board the "Ploughboy," took depositions, shewing the time that Mr. Gibbard was last spoken to, and also that no one saw him go ashore. Under the circumstances of the case, it was considered advisable that the particulars of the case should be taken from the principal constables who accompanied Mr. Gibbard, and in the enclosed you will find (as given to myself and Mr. Hogg, the Ræeve of this town) the depositions of Sergeant Major Cummins, of the Toronto Police Force, Adam Dudgeon, the Chief Constable of this town, and Joseph Rodgers, the Chief Constable of Barrie. They, as you will perceive, relate to the troubles with the Indians. I am sorry to say that the general impression is that Mr. Gibbard is really lost. There is however, a hope that as Mr. Gibbard was known to be a good swimmer, that, if in possession of his senses when he struck the water, he may have saved himself by swimming to one of the Islands between Shebawnaning and Little Current. For the purpose of ascertaining with certainty, if possible, Mr. Gibbard's whereabouts, Mr. McWatt (Mr. Gibbard's brother-in-law), will leave to-morrow by the "Ploughboy," with a sailing boat and crew with him, to cruise about between Little Current and Shebawnaning. The money which Mr. Gibbard took up with him, was, by Mr. Gibbard, left with the clerk of the "Ploughboy," and Mr. Gibbard not having gone up to Lake Superior, was brought back, and by the clerk, Mr. Parke's, left with Mr. Crowe, the Express agent.

Should you require any further information on the subject, I shall be happy to do all in my power to obtain the same for you.

I remain, Sir,

Your obedient servant,
(Signed,) H. PROSSER,
J. P., C. S.

I, Joseph Rodgers, Chief Constable of the County of Simcoe, make oath and say: that on Thursday last I accompanied Mr. Gibbard to Lonely Island and Wequimekong, to assist in arresting some Indians and others against whom Mr. Gibbard had warrants. I have heard the depositions of both Adam Dudgeon and Patrick Cummins, and substantiate them in most of their particulars. I, under orders from Mr. Gibbard, arrested Father Choné, as he appeared to incite the Indians in their violence. Although not able to understand what Father Choné said to the Indians, his remarks evidently had the effect of further inciting them to acts of violence. As soon as I saw the Indians after coming down stairs, go to a thicket to obtain, as I suppose, their firearms, I presented my pistol at Father Choné's head, and told him that upon the appearance of the first gun, I would

shoot him. This threat, I believe, contributed to keep the Indians back from falling upon us.

(Signed,]

JOSEPH RODGERS.

Deponed, signed and sworn to before us, at Collingwood, in the County of Simcoe, this 28th day of July, A.D., 1863.

(Signed,)

H. PROSSER, J. P., C. S.

JOHN HOGG, Reeve Collingwood.

I, Patrick Cummins, Sergeant-Major of the Toronto Police Force, make oath and say: That I accompanied Mr. Gibbard on the "Ploughboy" on last Thursday, to Lonely Island and Wequemikong. I have read the deposition of Adam Dudgeon, and substantiate the same in all the particulars. I was present with Mr. Gibbard in the Council with the Indians at Wequemikong. The Indians were in a very excited state. Mr. Gibbard at first declined meeting the Indians in the Priest's house, as he stated he had already been insulted there; at length, however, he consented to meet the Council there, and I and others went there with him. After Mr. Gibbard had explained his object in coming, the Indians were disinclined to listen to him, and referred to a time when he drew his revolver on them; they appeared to consider him as other than their friend, as he stated that under a sufficient provocation he would do again as he had done before. On Mr. Gibbard's making that statement, the Indians raised a yell, and a rush was made at Mr. Gibbard. I and another then interposed. They then said they would hear no more from him, as they had heard enough from him, and began to disperse and leave the room. Mr. Gibbard then instructed me to arrest the chief, which I did, upon which he was rescued from me. We afterwards made several arrests, and the Indians being too many for us we were unable to keep our prisoners. After we all got outside and were making a peaceable arrangement, the Indians said they would not go before Judge Prince, but upon proper summons would go to Toronto or Quebec, but would prefer not to go till after the 15th of August. The Indians appeared to be directed in their movements by Father Choné. He also assisted in rescuing one of the prisoners. I believe Father Choné on being asked if they, (the Indians) should throw stones, said "No." This occurred at the water side. Little Thunder, through an interpreter, told me that if they lost their Island they would starve, and that they were bound to die to a man, even if the red coats should come to take it. My opinion, from what I heard among the interpreters and others, is that Mr. Gibbard was in danger of his life.

(Signed,)

PATRICK CUMMINS.

Deponed, signed and sworn to before us, }
at the Town of Collingwood, in the }
County of Simcoe, this 28th day of }
August, A. D. 1863. }

H. PROSSER, J. P., C. S.,
JOHN HOGG, Reeve Collingwood. }

Statement of Adam Dudgeon, Chief Constable of the Town of Collingwood.

I left Collingwood by the *Ploughboy* on Thursday afternoon last, under the orders of Mr. Gibbard to go to Lonely Island and Wequimekong on the Manitoulin Island. I had seven men with me. We arrived at Lonely Island last Friday about 5 o'clock, a.m. I landed in company with Mr. Gibbard and four of my own men, also Sergeant-Major Cummins, of the Toronto Police Force, and I believe one of his men. When we got ashore, enquiry was made for the Indians for whom Mr. Gibbard had a warrant to arrest. Our informants told us that one of the principal ringleaders had gone to Sarnia, another to Bruce Mines, and the remainder to Wequimekong. Upon receiving such information we returned

to the steamboat and proceeded to Wequimekong on the Manitoulin. We arrived at Wequimekong about 8 o'clock on Friday morning.

Mr. Gibbard's instructions were to the effect that he would go ashore in company with Sergeant-Major Cummins, Joseph Rodgers, chief constable of Barrie, Wm. Watts, of Collingwood, and his own boat's crew, and the Steward of the *Ploughboy*, (T. Collins) ; leaving orders with me to come ashore with the whole force as soon as he would send word by the steward. Upon sending word by the steward I went ashore, taking the force with me—two boat's-load.—I went up to the Council-building, waiting, about probably, half an hour. There then appeared to be a considerable fuss in the building, and then I saw Mr. Gibbard being pulled out of the outside stairs by two Indians ; at the same time Sergeant-Major Cummins and another of our men were endeavoring to rescue Mr. Gibbard, as the attention appeared to be to throw him over the stairs.

On being relieved, Mr. Gibbard ordered the arrest of several Indians, whom he pointed out. Upon our proceeding to carry out Mr. Gibbard's orders, the Indians armed themselves with such sticks, &c., as they could get. Our handcuffs being too large, we could not keep the prisoners we made as they were able to draw their hands out of them. Other Indians also came to the rescue. Father Choné also attempted to rescue an Indian, upon which Mr. Gibbard gave orders to have Father Choné arrested, who was then arrested, and he was conveyed to the boat at the landing. We then attempted to arrest one of the chiefs, and the rescue and fighting on the part of the Indians being so determined, it was deemed prudent for us to take care of ourselves. Mr. Gibbard then made a verbal arrangement with the Indians, that he would stop further proceedings, provided they would appear when summoned before the Government at Quebec or Toronto. There being a great excitement, Father Choné was also released upon the full promises that he would also appear, when summoned by Mr. Gibbard. We then all went on board the "*Ploughboy*," and proceeded to Killarney (Shebananing) ; from thence to Little Current, and on to Wellington Mines. At Wellington Mines, Mr. Gibbard went ashore with Sergeant-Major Cummins and Constable Rodgers, and there had an Indian arrested and brought on board. The Indian Ossawanemeeke, or John Little Yellow Thunder, was said to be one of the principal ringleaders. He was taken handcuffed to the Sault St. Marie, and there examined before Judge Prince, and held to bail ; bail having been given, he was liberated, and on the return of the boat went with us as far as Shebananing, where he went ashore.

The last place Mr. Gibbard was seen, as far as can at present be learned, was shortly after leaving Little Current. Supposing him to be in his state-room asleep, no enquiries of consequence were made till after we had left Shebananing. It was then several hours after that, alarm began to be felt ; and on search being made, no traces of him were to be found, except a cap supposed to be his. My own impression is that Mr. Gibbard could not have gone ashore at Shebananing without my seeing him.

(Signed,)

ADAM DUDGEON,
Chief Constable of Barrie.

Deposed, signed and sworn to before us,
at the Town of Collingwood, this 29th
day of July, A. D., 1863.
H. PROSSER, J. P., C. S.,
JOHN HOGG, Reeve, Collingwood.

(No. 19.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 3rd September, 1863, for "Return of Townships entitled to share in Seigniorial Act Allowance, the population thereof, and proportion due to each."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 10th September, 1863.

(No. 20.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 9th September, 1863, for "copies of Correspondence relative to Honorable Mr. Justice Bruneau's resignation."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 16th September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

To an Address of the Honorable the Legislative Assembly, dated 7th September, 1863, for "Information respecting Colonization Roads."

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 12th September, 1863.

DETAILED STATEMENT of the cost of the Office of Superintendent of Colonization Roads in Canada West.

David Gibson, Superintendent Salary...\$1000 00

*With an allowance of \$4 per day for travelling expenses, while so employed.

William Gibson, \$4 per day, inclusive of expenses..... 1400 00

The last remittance of \$10,000 was made to the Superintendent on the 16th of June last. The purpose for which such deposit was made, was the defraying expenses incurred in the construction of roads and bridges.

There remained on the 14th instant, in the hands of the Superintendent, a balance of \$516.47.

(Signed,) ANDREW RUSSELL,
Assistant Commissioner.

Department of Crown Lands,
Quebec, 11th Sept., 1863.

STATEMENT of the Sums allowed as Salaries to the General Agents for inspecting works done on Colonization Roads in Lower Canada, for the year 1862.

Names of Agents.	Salaries.	Number of Employés.	Amount received.	REMARKS.
			\$ cts.	
Christopho Préfontaine..	\$4 per day, including travelling expenses..	<i>Nil</i>	300 00	For visiting colonization works in the Counties of Nicolet, Arthabaska and Drummond.
C. A. Bailey.....	Expenses	do.	177 00	For visiting the Hereford and Aukland Road.
S. B. Lepage.....	Travelling expenses...	do.	28 67	For visiting the Taché and Macpèr Roads.
Charles Carrière.....	\$4 per day, including travelling expenses..	do.	292 00	For visiting colonization works in the Counties of Temiscouata, Kamouraska, L'Islet, Montmagny and Lévis.
J. T. LeBel.....	\$4 per day, including travelling expenses..	do.	182 00	For visiting colonization works in the Counties of Lotbinière, Beauce, Mégantic and Wolfe.
Dr. V. Martin.....	Expenses of visits and travelling.	do.	209 00	For visiting colonization works in the Counties of Chicoutimi and Saguenay.
A. Dubord.....	Travelling expenses...	do.	28 00	For visiting colonization works on the St. Maurice Road.
			\$1216 67	

* Mr. Gibson has furnished no account, thus far, of travelling expenses for the year 1862. His expenses of such character for 1861 were \$308.

(No. 22.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 1st September, 1863, for "Reports suggesting amendments to Fishery Act."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 15th September, 1863.

(No. 23.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 29th April, 1863, for "Information respecting Fishing Locations in Mingan and "King's Posts."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 15th September, 1863.

(No. 24.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 7th September, 1863, for "Information respecting Writs of Elections for "Gaspé and Bonaventure."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 17th September, 1863.

(No 25.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 29th April, 1863, for "Copies of all Papers and Correspondence connected with "the dismissal of the late Inspector of Post Offices for the Ottawa Division."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 17th September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

(No. 26.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 1st instant, for "Copies of all Documents and Papers connected with the sale of the Mount Forest Mill Property."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 17th September, 1863.

(No. 27.)

RETURN to an Address from the Legislative Assembly, dated the 7th instant, "for Copy of all Petitions, Papers and Reports in the possession of the Government in relation to a Bridge over the River Rideau, at or near Becket's Landing."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 18th September, 1863.

(No. 28.)

RETURN to an Address from the Legislative Assembly, dated 7th instant, for a "copy of all Orders in Council referring to an appropriation for the construction of a Turnpike or Gravel Road near the Village of Lancaster, in the County of Glengarry, the authority under which such work has been undertaken, together with copies of the Contracts and all other Documents relating to the construction of such Road."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 18th September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

R E T U R N

To an Address from the Legislative Assembly, to His Excellency the Governor General, dated the 20th April, 1863, praying His Excellency to cause to be laid before the House, "Copies of all communications made to any Member of the Government,—of any report or reports made by any Member to His Excellency in Council,—of any communication to or from the Imperial Government, and all Orders in Council passed in relation to the opening of a route to Red River, or to British Columbia and the Pacific, since the last Session of Parliament."

By command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 21st September, 1863:

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 24th April, 1862.

In reference to the recent correspondence between the Provincial Government and the Governor of the Hudson's Bay Territory on the subject of the proposed overland communication with British Columbia, the committee respectfully advise that copy of the same be transmitted by Your Excellency to His Grace the Secretary of State for the Colonies.

(Certified.) WM. H. LEE, C.E.C.

[Copy.]

PROVINCIAL SECRETARY'S OFFICE,
Quebec, 15th April, 1862.

SIR,—The Government of Canada have had their attention very strongly directed to the important subject of an overland communication with British Columbia through the Hudson's Bay Territory, *via* the Red River, and I am now commanded by His Excellency the Governor General to inform you of the steps proposed towards effecting this object, and to seek the co-operation of the Hudson's Bay Company therein.

The Canadian Government do not wish at present to raise any question as to the rights of the Company, who must be regarded as, *de facto*, in possession of the country intervening between Canada and British Columbia. They consider that most important public interests demand the establishment of a practicable line of communication across the continent, and they desire to have the practical aid of your Company in carrying it into effect.

Arrangements were made within the last four years for postal service with Red River, but the want of territorial rights at Red River and along the greater part of the route defeated the plans of the Canadian Government; and, after a very considerable outlay, the line had to be abandoned. Another effort is now being made in the same direction, and,

as the Hudson's Bay Company claims the right of territory and government over this region, it is hoped they will also assume their correlative duties, and unite with Canada in opening up the country.

The Canadian Government are about to establish steam communication with Fort William on Lake Superior, immediately: a large tract of land at this point has been surveyed, and a Crown Land Agent has recently been appointed to reside there: appropriations have been made by the legislature for roads towards Red River, on which free grants will be made to settlers, and every effort will be made to attract settlement—the ultimate object being the connection with the Red River and Saskatchewan. Canada is, therefore, now prepared to guarantee that, so far as her undisputed boundary extends, every facility will henceforward exist towards a communication with the west.

The Canadian Government cannot doubt that the Hudson's Bay Company are fully alive to the vast importance of such a communication.

The recent gold discoveries on the Saskatchewan cannot fail to attract many adventurers, who must at present be principally drawn from the United States.

The Settlement of Red River itself has now its sole communication with Minnesota, and will naturally imbibe American principles and views, unless brought in connection with the British settlements east and west. Canada must look with some apprehension to the probable result that, in a very few years, the population lying to her west, will be wholly foreign, and that [unless facilities for settlement be afforded from Canada equal to those enjoyed from the United States, and unless efficient civil government be speedily established] British rule over this part of the continent will virtually have passed away, and the key of the trade to British Columbia, and ultimately China, have been surrendered to our rivals. The Hudson's Bay Company cannot desire a result that would equally militate against their own interests, and the Canadian Government, therefore, hopes for their hearty co-operation in the opening of the Red River and Saskatchewan Territories by a communication from Canada to British Columbia.

The Government of Canada considers that, in connection with the means of transport across the continent, a telegraphic communication should be established as especially necessary for imperial interests, inasmuch as both the United States and Russia possess telegraphic lines to the Pacific, while Great Britain has no other mode of doing so but through the Hudson's Bay Territory. Recent events have proved the paramount importance of such a line.

Leaving untouched, therefore, all disputed questions, I am commanded by His Excellency the Governor General to state, that the Canadian Government have decided at once to establish steam and stage communication to the extreme limit of the territory under their government, and are ready to unite with the Hudson's Bay Company in a mail service and post route to British Columbia.

The Canadian Government is also prepared to guarantee the construction of a telegraph line to the extreme western limits of the province.

I request that you will inform me how far you will be prepared to act for the Hudson's Bay Company in carrying out objects of such great national importance, and which cannot be long delayed without the most serious injury to the interests of the empire, and especially to the future progress and security of Canada.

I have, &c.,

(Signed,)

C. ALLEYN.

Alexander G. Dallas, Esquire,
Governor in Chief of Rupert's Land,
Montreal.

[Copy.]

MONTREAL, 16th April, 1862.

SIR,—I have the honor to acknowledge receipt of the important communication which you have addressed to me by command of His Excellency the Governor General, under date of the 15th instant, wherein you intimate the desire of the Government of Canada to

establish an overland communication with British Columbia through the Hudson's Bay Territory, as well as the steps proposed towards effecting that object; and further request the co-operation of the Hudson's Bay Company therein.

After stating that the Government of Canada, regarding the company as *de facto* in possession of the intervening territories, does not wish to raise any question as to its rights; you proceed to point out the great public interests which are involved by the formation of a chain of settlements, connecting Canada with British Columbia, by postal and telegraphic services, the paramount importance of which is proved by recent events. You also point out the danger of the Red River Settlement, from its close connection with Minnesota, consequent on its isolated position with regard to Canada, becoming imbued with American principles and views, and passing away from us to our rivals; thus depriving the country of the key of the trade to British Columbia, and ultimately to China.

While fully admitting the force of the above arguments, and the immediate necessity of some arrangements being come to, I am reluctantly compelled to admit my inability to meet the Government of Canada in this forward movement, for the following reasons:—

First—The Red River and Saskatchewan valleys, though not in themselves fur-bearing districts, are the sources from whence the main supplies of winter food are procured for the northern posts, from the produce of the buffalo hunts. A chain of settlements through these valleys would not only deprive the company of the above vital resource, but would indirectly in many other ways so interfere with their northern trade as to render it no longer worth prosecuting on an extended scale. It would necessarily be divided into various channels, possibly to the public benefit, but the company could no longer exist on its present footing.

The above reasons against a partial surrender of our territories may not appear sufficiently obvious to parties not conversant with the trade or the country; but my knowledge of both, based on personal experience, and from other sources open to me, point to the conclusion that partial concessions of the districts which must necessarily be alienated, would inevitably lead to the extinction of the company.

Second—Granting that the company were willing to sacrifice its trading interests, the very act would deprive it of the means to carry out the proposed measures. There is no source of revenue to meet the most ordinary expenditure, and even under present circumstances, the company has practically no power to raise one. The co-operation proposed, in calling on the company to perform its correlative duties, pre-supposed it to stand on an equal footing with Canada.

It is not to be supposed that the Crown would grant more extensive powers to the company than those conveyed by the charter. If any change be made, it is presumed that direct administration by the Crown would be resorted to, as the only measure likely to give public satisfaction.

Not having anticipated the present question, I am without instructions from the Board of Directors in London for my guidance. I believe I am, however, safe in stating my conviction, that the company will be willing to meet the wishes of the country at large by consenting to an equitable arrangement for the surrender of all the rights conveyed by the charter.

I shall by the next-mail forward copies of this correspondence to the Board of Directors in London, who will thus be prepared, in the event of the subject being referred to Her Majesty's Secretary of State for the Colonies.

I may state that it is my intention to make immediate arrangements at the existing settlement of Red River, for the sale of land, on easy terms, free from any restrictions of trade. It would, I believe, be impolitic to make any distinction between British subjects and foreigners. The infusion of a British element must be left to the effects of a closer connexion and identity of interests with Canada and the mother country.

I have the honor to be, sir,

Your most obedient servant,

(Signed,)

A. G. DALLAS

The Honble. Charles Alley, Provincial Secretary,

&c., &c., &c.

[Copy—Canada—No. 124.]

DOWNING STREET, 3rd June, 1862.

MY LORD,—I have the honor to acknowledge the receipt of your Lordship's despatch, 19th May. No. 79, of the 25th of April last, and to transmit to you for your Enclosure of Company's letter, same as those forwarded in Governor's despatch. information, a copy of a letter from the Hudson's Bay Company (received at this department a few days after your despatch reached me) on the subject of establishing postal and telegraphic communication through the company's territory, between Canada and British Columbia.

Although it is not in the power of Her Majesty's Government to grant assistance from Imperial funds for carrying out the object which the Canadian Government has in view, there would be every desire on their part to co-operate in any well-devised scheme for effecting this important communication across the American continent.

As a possible preliminary to such an undertaking I would direct your Lordship's attention to the facilities for the acquisition of land which the Hudson's Bay Company announce their intention of offering to settlers proceeding to the Red River.

I have, &c.,

(Signed,)

NEWCASTLE.

Governor The Viscount MONK,
&c., &c., &c.

[Copy.]

HUDSON'S BAY HOUSE,
London, May 9th, 1862.

MY LORD DUKE,—I have the honor to enclose, for your Grace's information, copy of a correspondence that has passed between Mr. Charles Alleyn, Secretary to the Government of Canada, and Mr. Dallas, who has lately succeeded Sir George Simpson in the Government of the Hudson's Bay Territory, in North America, on the subject of a proposed road and line of telegraphic communication between Canada and the gold regions of British Columbia.

I take the liberty of forwarding this correspondence to your Grace, because my colleagues agree with me that any negotiation on the subject should be carried on, not with the Colonial authorities, but with Her Majesty's Government in this country.

The Canadian Government propose, in the first instance, to establish steam communication on Lake Superior, and to open up roads from Fort William in the direction of Red River, and they appear to consider that it is the duty of the Hudson's Bay Company to undertake the further prosecution of the work through their territories. Of course there is no difficulty as far as steamers on Lake Superior are concerned, but between Fort William and the heights of land the natural difficulties of the country will make road making a very expensive business, while the soil, which consists chiefly of rock and swamps, will offer no inducement to settlers, even if they obtain the land for nothing.

Within the last few years, a considerable sum of money has been granted and expended by the Canadian Government for the purpose of opening this route, but I am not aware that there has been any practical result.

Beyond Red River to the base of the Rocky Mountains, the line will pass through a vast desert, in some places without food or water, exposed to the incursions of roving bands of Indians, and entirely destitute of any means of subsistence for emigrants, save herds of Buffalo, which roam at large through the plains, and whose presence on any particular portion of these prairies can never be reckoned on. These again are followed up by Indians in pursuit of food, whose hostility will expose travellers to the greatest danger.

With regard to the establishment of a telegraphic communication, it is scarcely necessary to point at the prairie fires, the depredation of natives and the general chapter of accidents, as presenting almost insurmountable obstacles to its success.

I have thought it my duty thus slightly to sketch the difficulties in the way of the enterprise, the subject of the correspondence which I have brought under your Grace's notice; but if it be thought that the interests of Canada and British Columbia, or of this

country, require that the experiment should be made, the Hudson's Bay Company will most readily acquiesce in the decision of Her Majesty's Government. At the same time it is my duty to state that in justice to our proprietors, the Directors of the Hudson's Bay Company cannot risk their capital in doubtful undertakings of this description, spread over such vast distances, through a country where the means of maintaining them, if once made, will lead to an expenditure scarcely to be contemplated. Although, therefore, the Directors, on behalf of the Company, are ready to lend Her Majesty's Government all the moral support and assistance in their power, it must be distinctly understood that the company have no means at their disposal beyond those employed in carrying on their trade, and cannot consequently undertake any outlay in connexion with the schemes suggested by the Canadian Government.

I think it may not be improper to take this opportunity of referring your Grace to former communications between the Hudson's Bay Company and the Colonial office on the subject of settlement in their territories.

The company have always expressed their willingness to surrender the whole or any part of the territorial rights upon terms that would secure fair compensation to the proprietors, as well as to the officers and employes in the country.

The Governor at Red River colony has instructions to make grants of land to settlers on easy conditions without any restriction as to the company's right of exclusive trade, and if Her Majesty's Government, with reference to the interests of the public, consider more extensive plans for the improvement of the country expedient, the Directors of the Company will be quite ready to entertain them with the desire to meet the wishes of Her Majesty's Government in any manner not inconsistent with the vested rights of the constituents.

I am, &c.,

(Signed,)

W. BERENS,
Governor.

His Grace the Duke of Newcastle, K. G.,
&c., &c., &c.

No. 1. W. McD. Dawson, Esquire, M.P.P., to the Hon. M. H. Foley, 15th Sept. 1862. Postmaster General, renewing proposals for opening the route to the Red River Settlement and British Columbia.

No. 2. Report of the Postmaster General, to His Excellency in Council, res- 17th Oct. 1862. pecting the establishment of postal and telegraphic communication from Canada to the Red River and British Columbia.

No. 3. Order in Council approving suggestions made by the Postmaster 9th Feby. 1863. General, in Report of 17th October, 1862, and advising appropriation of \$50,000 for carrying out aforesaid recommendation.

No. 4. Lewis Moffatt, Esquire, to the Hon. M. H. Foley, urging a considera- Feb. 7, 1863. tion of the claim of the "Rescue" Company.

No. 5. Memo. from the Deputy Postmaster General upon the claim of the 25th Aug. 1863. "Rescue" Company.

No. 6. Report from the Postmaster General to His Excellency in Council, 2nd Sept. 1863. upon the claim of the "Rescue" Company.

No. 7. Order in Council approving Postmaster General's Report of 2nd Sept. 8th Sept. 1863. 1863. Appended to this Order is the acceptance of Mr. Moffatt (through his attorney, Mr. Dawson,) of the terms and conditions therein specified.

No. 1.

QUEBEC, 15th Sept., 1862.

SIR,—I have the honor to bring, through you, under the notice of the Government, on behalf of the gentlemen with and for whom I have heretofore acted in the matter, a renewal of the proposals for opening the route to the Red River Settlement and British Columbia.

I may remark briefly at the outset that if the matter is put in a tangible and proper shape, I have reason to believe that substantial aid can be obtained from the British Government in furtherance of the project.

In January 1859, I laid the matter before the then Colonial Secretary, Sir E. B. Lytton, proposing an Imperial subsidy of £40,000 per annum for carrying the mails to the Pacific. My plan was approved by Sir Edward, and recommended by him, but a change of Government took place before any action had been taken.

Without entering into a detail of all the occurrences of that period, I would now beg to take the matter into consideration on the merits of an Order in Council of the Canadian Government, of 7th December 1859, on the basis of which I now desire to press the matter, convinced as I am that if accompanied with proper representations from the Government of Canada, success would be thereby insured.

In obtaining that Order in Council I had come to the conclusion that it was better, under the circumstances of the time, to proceed with the project in parts, and therefore obtained, as a commencement, the promise therein contained, of a postal subsidy of £5,000 for the link of the route extending to Red River. I did not consider this sum alone sufficient for the service stipulated for, without some material aid from the Imperial Government also, and with this view, in January, 1860, I brought the matter under the notice of his Grace the Duke of Newcastle, the Colonial Minister, and from him, as from his predecessor, obtained the most complete approval of my plans, as evidenced by his speech in the House of Lords, on 18th February, 1860.

I obtained from his Grace a promise of co-operation and aid, although, on account of the sitting of a Committee of the House of Commons, at that time, on the question of subsidies, he was unable to say what specification he would be prepared to take; and it was therefore understood that as I had immediately to attend the then approaching session of the Canadian Parliament, I should afterwards return to England to come to some definite understanding.

I have now only to state, on this head, that a misunderstanding with the government here—the details of which are already before the Executive—precluded any favorable action being taken then, or since then. At the same time, I have reason to believe that His Grace the Colonial Secretary is even more favorably disposed towards co-operation and aid now than he was at that time. I can perceive, however, that there is a desire on his part that the enterprise should be taken up at once in *one project* through Canada to the boundary of British Columbia, leaving it to be dealt with as a separate project from thence to the Pacific.

Over this extent, therefore, a subsidy of £10,000 would be equivalent to the £5000 already promised for the link of the route extending to Red River, and on this basis I would propose that the action of the government should be taken. I do not deem this sufficient for the service proposed, but I believe that it will induce the imperial authorities to do their part, and thereby secure the construction of the route. The only difference I would propose, taking the Order in Council of 7th December, 1859, as a basis, would be that the amount should be sterling instead of currency. The whole would be, of course, conditional, as per the Order in Council already quoted, on the raising of the capital and performance of the service.

I would therefore propose—

First—That an Order in Council be passed, providing that £10,000 per annum, *stg.*, be appropriated for mail service to British Columbia; the service to Red River to be performed as specified in the Order in Council of 7th December, 1859, and thence to the boundary of British Columbia, to the satisfaction of the Postmaster General, it being as yet impossible to specify the time with the same accuracy for that part.

Second—The money for the construction of the route to be drawn from the bank in which it may be deposited only upon progress estimates of work done, certified by such officer as may be appointed by the government for that purpose. (This will secure the confidence of those who may advance the money in England.)

Third.—A grant of lands to be made to the parties embarking in the undertaking consisting of blocks, alternating with blocks of equal size to be reserved by the government along the route; but that where the lands are absolutely unfit for settlement, the extent found worthless be made good elsewhere.

Fourth.—These lands to be gradually sold under regulations to be approved by the Governor in Council, and the proceeds placed in a sinking fund for the redemption of the money expended on the construction of the route.

Fifth.—The lands to be thus granted by Canada, so far as her boundary may ultimately be decided to extend, and a recommendation to be made to the Imperial Government that in any disposition of territory on the route that may be decided not to be within the boundaries of Canada, the same appropriation of lands be provided for under the same conditions.

Sixth.—That a despatch be written to the Imperial Government intimating the action taken, and urging such co-operation and aid as may be found necessary to induce capitalists in England to provide the means for carrying the enterprise to a successful issue.

I may remark in conclusion that it is one of the first duties of a government to provide postal facilities for its subjects. There are now many from the British Islands at the Mines in British Columbia, and it is easier to make means of communication with them through Canada than from the Pacific. There are also many Canadians there, and it is consequently the duty of both governments to co-operate in supplying mail facilities which must, at the same time, become facilities for travel, for trade, and for settlement.

I have, &c.,

(Signed,)

WM. MCD. DAWSON.

The Hon. M. H. FOLEY,
&c., &c., &c.

No. 2.

POST OFFICE DEPARTMENT,
17th October, 1862.

Referring to the correspondence had with His Grace the Duke of Newcastle, the Canadian Government, and certain of the officers of the Hudson's Bay Company, with reference to the establishment of postal and telegraphic communication through the company's territories, so called, between Canada and British Columbia, and to his report of 31st of July last, on the subject of postal communication with the North-West, the undersigned has the honor to submit for the consideration of His Excellency the Governor General in Council, as follows:—

The circumstances which for some years past have indicated the expediency of opening up communications westward from Lake Superior derive, in the judgment of the undersigned, additional importance from the recent and continuous intercourse with British Columbia, consequent upon the discoveries there of valuable gold fields; whilst the reported existence of the same precious metal in the fertile valley of the Saskatchewan, has had the effect of awakening a yet deeper interest in what in Canada is popularly known as the Red River country. Under so powerful an impulse, a rapid stream of emigration has set towards the Pacific, which gives indications of indefinite expansion in view of the encouraging reports which are constantly received of the richness of the mines and the value of the country as a field for settlement. The shortest and most natural route to these inviting territories lies through the St. Lawrence and its chain of tributary lakes; but owing to the want of facilities for transit beyond the head of Lake Superior, persons destined for the western settlements necessarily make the voyage by sea, or accomplish the first stage in the land journey—Fort Garry on the Red River—by way of Minnesota and Dahcotah. Thus it may in truth be said that the people of the neighboring states hold the key to the British possessions in the west, and while by this means their wild lands are being settled and improved, ours, lying immediately adjacent and quite as well fitted for cultivation, remain a mere hunting ground for the sole benefit and advantage of a company of traders whose object it is to keep them a wilderness productive only of game, and who, to this end, do all in their power to divert into foreign channels, to the promotion of alien interests, the commerce carried on by them with the outside world.

In the judgment of the undersigned, the time has arrived when more decisive and effective means than have yet been put forth should be employed in opening up and per-

fecting the communication westward from Lake Superior through British territory. Cut off from intercourse with their fellow-subjects, except on condition of submitting to the inconveniences, the losses, and the numerous vexations of a circuitous journey through a foreign country, and which, on the occurrence of difficulty, would be closed to them, or but afford facility for their invasion, and, under the circumstances, all but certain conquest, the people of the Red River Settlement have for many years past been loud in their expressions of dissatisfaction. Minnesota, and not Canada, is, from imperious necessity, the emporium of their trade; the chief recent additions to their population are from the United States, and their sympathies, in spite of their wishes, are being drawn into a channel leading in an opposite direction from that of the source of their allegiance. In a word, the central link in the chain of settlements which should connect Canada with British Columbia is being rapidly Americanized, and unless a prompt effort be made to advance British interests in that direction, there is reason to fear that incalculable mischief will follow.

The tendencies which have in the main operated in keeping the North-Western country closed to the industrial enterprise of the British and Canadian people may be traced to the alleged obstacles in the way of the construction of practicable roads and the improvement of navigation. Recent explorations, however, prove these obstacles to have been greatly exaggerated. The expeditions of the Imperial and Canadian Governments demonstrate the entire feasibility of establishing communication for postal and telegraphic service at reasonable rates through the territories which the Hudson's Bay Company claim as being under their jurisdiction.

Starting from the head of Lake Superior, with which, during the summer months, constant intercourse is maintained by steamers, the route naturally divides itself into three sections, the first extending to the Red River settlement, the next stretching forward to the Rocky Mountains, and the third reaching thence to the Pacific. It may be advantageous briefly to consider the principal characteristics of each, in the order in which they are here presented.

Mr. Simon Dawson, who explored the first named section of the route in 1858, under the direction of the Provincial Government, describes that portion of it extending from Lake Superior to Lake Winnipeg, "as a hilly and broken country, intersected by rapid rivers and wide spread lakes. The mountains, however," he adds "do not rise to any great elevation except on the immediate borders of Lake Superior, and there are some fine alluvial valleys, the most extensive of which is that of Rainy River. The lakes and rivers," he goes on to say, "present long reaches of navigable water, the principal of which, extending from Fort Francis to the western extremity of Lake Plat, is 158 miles in length. Dense forests cover the whole of this region, and the most valuable kinds of wood are seen in various places and in considerable quantities." The most difficult and laborious part of the journey is the first, leading up to the "height of land" from Lake Superior. Before Mr. Dawson's exploration, the rocky, broken structure of the country by the Kaministoqua was thought to present an insuperable barrier to further extension, except at an immense expenditure; but his examinations led to the discovery of a good line from Thunder Bay to Dog Lake, by which the entire practicability of that part of the route was established. The country from the Lake of the Woods to Fort Garry is spoken of by the same authority as a region differing as widely as may be in its physical character from that which had previously been described. Although the distance across from the Lake of the Woods to Red River is but ninety miles, the country gradually undergoes a change for the better, until the prairie region is reached, about thirty miles East of Fort Garry. Hence, through the Red River settlement, by the valley of the Saskatchewan, to the base of the Rocky Mountains (forming the second section of the route) the country presents the same favorable characteristics of fertile prairie, thinly wooded here and there by clumps of timber.

Over this, by far the most extensive of the three divisions referred to, good natural roads, in constant use by the Red River settlers and the Hudson's Bay Company's employés, already exist; besides which the Saskatchewan River is reported, on good authority, to be navigable for steamboats from near its mouth, with but one short interruption, to the very foot of the mountains. The crossing of the Rocky Mountains has been objected to as one of the obstacles in the overland route; but that, too, has been proved by actual exploration to be much less formidable than it had been supposed; Captain Palliser, in his

report to the British Government, stating: "I am rejoiced to say that I have completely succeeded in discovering a pass practicable not only for horses, but one which, with but little expense, could be rendered available for carts also. This pass will connect the prairies of the Saskatchewan with Her Majesty's possessions on the west side of the Rocky Mountains." And further on, in the same report, speaking of another pass explored by Dr. Hector, who was attached to the expedition in a scientific capacity, Captain Palliser adds: "He found the facilities for crossing the mountains so great as to leave little doubt in his mind of the practicability of constructing even a railroad connecting the plains of the Saskatchewan with the opposite side of the main chain of the Rocky Mountains."

Dr. Hector himself, in his report, says: "The ascent to the watershed from the Saskatchewan, is hardly perceptible to the traveller, who is prepared for a tremendous climb by which to reach the dividing ridge of the Rocky Mountains, and no labour would be required, except that of hewing timber, to construct an easy road for carts, by which it might be attained."

Of the descent on the western slope of the mountains, he remarks: "A road for carts down the valley of Vermillion River from the height of land to the Kootamie River could be cleared without difficulty; for, supposing the road to follow a straight line along the river, and the descent to be uniform, which it almost is, the incline would only be forty feet in a mile, or 1 in 135." Other passes discovered indicate equal facilities.

With regard to the third, or British Columbian section, as it appears from the views held by his Grace the Colonial Minister, that Canada would not be expected to participate in the construction of that part of the route, it is only necessary to say that its practicability has been satisfactorily proved. Captain Palliser, after giving all the details of his explorations west of the Rocky Mountains, claims as one of the results of the expedition under his command, "that we have succeeded in finding a way from Red River settlement across the Rocky Mountains to the mouth of Fraser River, entirely in British territory," and which, even in its wild state, he intimates to be "a route practicable for horses" throughout. And here it may not be inappropriate to remark that there is abundant reason for believing that the hearty co-operation of the people of British Columbia would be certain in any judicious effort to bring them into closer intercourse with their fellow North American colonists.

Of the prospective value of that intercourse, and as an indication of their anxious desire for the opening up of communication between their own colony and Canada, the undersigned, from numerous communications received by him on the subject, takes the liberty of quoting the following passage from a letter recently written him by a Canadian resident at New Westminster:

"We hope that you and your friends will not forget us here; but that your best efforts will be directed to the opening up of a communication with this country by means of an overland route, whereby a market might be secured for Canadian produce, of which the colonists here would most gladly avail themselves. I believe that Canada could supply the miners in the Cariboo district as cheaply, if not more cheaply, than they were able to get their supplies this summer. * * * * * This country would pay in treasure, the very thing you want; for just as soon as provisions can be obtained here at a reasonable rate, say \$25 to \$30 per barrel for flour, there would at once be an immense extent of mining country opened up. * * * * * Canadians now exert a controlling influence here, and our great desire is to see a practicable road constructed between the Canadian and the British Columbian Provinces."

The availability then of a continuous route on British soil being established, the question arises as to its suitability for settlement. On this point there exists abundant favorable evidence. Speaking generally of the country from Lake Superior to Red River, Sir Alexander Mackenzie says: "There is not, perhaps, a finer country in the world for uncivilized man. * * * * * It abounds in everything necessary to the wants and comforts of such a people. Fish, venison, and fowl, with wild rice, are in great plenty." And more particularly specifying the central part of the same tract of country, Sir George Simpson, in his interesting work, "*A Journey Round the World*," says that the country between Lake of the Woods and Rainy Lake is most favorable to agriculture, resembling in some measure the Banks of the Thames near Richmond, and describing the water communication from Fort Francis downwards, he asks: "Is it too much for the eye of

philanthropy to discern, through the vista of futurity, this noble stream, connecting as it does the fertile shores of two spacious lakes, with crowded steamboats on its bosom; and populous towns on its banks?" Corroborative of this testimony is that of Sir Alexander Mackenzie, who, speaking of the same stream, says: "This is one of the finest rivers in the North-West. * * * * Its banks are covered with a rich soil, particularly to the north, which in many parts are clothed with fine open groves of oak, with the maple, the pine, and the cedar." Of the country watered by the Red River and Lako Winnipeg, Mr. John McLean says: "Red River rises in swamps and small lakes in the distant plains of the south, and after receiving a number of tributary streams, that serve to fertilize and beautify as fine a tract of land as the world possesses, discharges itself into the eastern extremity of Lake Winnipeg, in latitude fifty. The climate is much the same as in the midland districts of Canada; the river is generally frozen across about the beginning of November, and open about the beginning of April. The soil along the banks of the river is of the richest vegetable mould, and of so great a depth that crops of wheat are produced for several years without the application of manure. The banks produce oak, elm, maple, and ash. The woods extend rather more than a mile inland. The farms of the settlers are now nearly clear of wood. An open plain succeeds of from four to six miles in breadth, affording excellent pasture. Woods and plains alternate afterwards, until you reach the boundless prairie."

In another place the same writer says: "Thus it happens that the Red River farmer finds a sure market for six or eight bushels of wheat, and no more. Where he finds a market for the remainder of his produce, heaven only knows. I do know this much, however, that the incomparable advantages this country possesses are not only a great measure lost to the inhabitants, but also to the world, so long as it remains under the dominion of its fur trading rulers. In the possession of, and subject to the the immediate jurisdiction of the Crown, Assiniboine would become a great and flourishing colony, the centre of civilization and christianity to the surrounding tribes, who would be converted from hostile barbarians into a civilized and loyal people, and thus Great Britain would extend and establish her dominion in a portion of her empire, that may be said to have been hitherto unknown to her, whilst she would open up a new field for the enterprise and industry of her sons." On this head there is much additional testimony; but two further quotations may suffice. One is an extract from an article published in May, 1860, in the newspaper established in the colony, by gentlemen from Canada, whose statements are entitled to the fullest credit:—"One farmer says, that last year he put down eight bushels of wheat on four acres of land, and got a return of 153 bushels: this was nineteen to one, and about 38 to the acre. Another says, he put down forty-three bushels on eighteen acres, and obtained 753 bushels: this is more than seventeen to one, and forty-two to the acre. A third put down sixteen bushels on eight acres, and had 401 of a return, making twenty-five to one, and fifty to the acre. Two others are as follows: seven bushels sown on four acres, yield 170 bushels, being twenty-four to one, and forty-two per acre. Again, six bushels sown on four acres, returned 180, which made thirty to one sown, and forty-five to the acre. The fields were accurately measured, and the facts and figures were carefully made out, and may be relied on." The other quotation is from the evidence of Colonel Crofton, before a Committee of the House of Commons:

Ques. 3,197. (Mr. Roebuck).—Can you tell me when the spring or summer there (in the Red River settlement) begins?—The season opens about the first week in April, and closes about the middle of November.

3,198.—That is about what occurs in Lower Canada?—I thought it was about that of Upper Canada; I may be wrong.

3,199.—Does the Summer season close as early as the middle of November?—The Summer season may be said to close in August, but the finest weather is what is called "the fall," which extends from August to the middle of November.

3,200.—When does the permanent snow fall?—It commences in the latter part of November, and is not off the ground until the first week in April.

3,201.—Had you an opportunity of seeing anything of agriculture while you were there?—A great deal.

3,202.—What sort of crops did they grow?—Oats, barley, and wheat, chiefly; but all sorts of vegetables.

3,203.—Did the wheat ripen?—In ninety days from sowing.

3,204.—It ripened very perfectly?—It was the finest wheat I ever saw.

3,205.—Was the soil fertile?—Along the immediate banks of the rivers, and extending for perhaps the breadth of two miles, no finer loamy soil could be seen, with a limestone foundation.

3,206.—Is it geologically limestone?—All.

3,207.—And wherever limestone is, there is fertile laud—is there not?—I think that is the consequence.

3,208.—Do you know how far the limestone extends, looking at that map?—I have ascertained from servants of the Hudson's Bay Company that it extends, as a base of the whole prairie land, to the Rocky Mountains.

3,209.—So that in fact that part of the territory is fit for agriculture?—Quite so.

3,210.—And would make a good Colony?—It might maintain millions.

As to the Saskatchewan country, the richness of its soil and its adaptability for settlement are so well known and understood that it is unnecessary to dwell on them at so great length. This country is the favorite resort of vast herds of Buffalo—an unerring indication of the mildness of the climate and the fertility of the soil. Captain Palliser speaks of it as a partially wooded country, abounding in lakes and rich natural pasturage, in some parts rivalling the finest park scenery in England.

The bulk of the valuable trade of the Red River country is at present made tributary to the Western States. Penetrating through their own unsettled territory a distance of some hundreds of miles, the people of Minnesota have spared no exertion or expense to secure the large and profitable commerce of the Red River country beyond.

The returns have amply rewarded them for their outlay, and if mere trading interests are considered as a sufficient compensation by the Minnesotians for opening up communication to the Red River (to them a foreign country), how much more ought the same considerations, when superadded to the many others of equal if not of yet higher importance, which apply in the case of Canada, to cause surprise in regard to our indecision and supineness in not long before stretching forth our communication so as to embrace a country presenting so many inviting features of interest.

The trade passing between the Red River settlement and the United States, even in the present condition of the North West, was stated by the Earl of Carnarvon in his place in the House of Lords to amount to no less than \$1,500,000, during the summer of 1859. Added to this, traffic to the amount of at least \$500,000 finds its way through the channels of the Hudson's Bay. Thus there is a commerce of about \$2,000,000 annually maintained with the North West, the greater portion of which, even supposing most of the country to continue under the control of the Hudson's Bay Company, would pass over the proposed new route attracted thither by the three combined requisites, cheapness of carriage, shortness of the road, and speed. Such being the trade of the country, whilst as yet but slightly improved from its natural state, who shall estimate its value when brought under the influences of advancing civilization, and made to administer to the wants of the millions we are assured of its capability of sustaining in comfort and affluence.

The undersigned respectfully submits that such a territory ought not to be permitted longer to remain under the sole control of the mere handful of traders, however powerful and influential, who have hitherto monopolized its rich resources, and for so many years barred out all others from a participation in its advantages. Sooner or later their hold upon those portions of it specially suitable to agriculture must be relaxed, and a movement, having for its object an end so desirable, is deserving of prompt and liberal encouragement.

In our proceedings hitherto we have been far too tardy. Our apparent indifference and unconcern have been taken advantage of by the Hudson's Bay Company to assert with continuously increasing pretension their claims to the entire territory, and to-day it may be said with truth that they feel themselves stronger than ever before in their claims to keep, if they choose, for all time to come, unsettled a vast region in every way suited to human habitation.

Without any suggestion at present as to legal title, it is sufficient that we are invited by his Grace the Duke of Newcastle to join in adopting means to effect the communication on this side to the summit of the pass of the Rocky Mountains, and that while in his

despatch of 3rd June last, he promised the co-operation of the Imperial Government, he afterwards intimated to the House of Lords, on the 4th July last, his hope "that when Parliament met next year he should be able to inform their Lordships that some progress had been made towards the establishment of postal communication between Canada on the one side and New Westminster on the other."

In the opinion of the undersigned, it is not only desirable but essential that advantage be taken of the present favorable disposition of the Imperial authorities.

The late administration, yielding to the pressure of public opinion, exhibited as well as professed a strong sense of the practical importance of opening up the first link of the route. To this end the subsidies were, from time to time, at their request, readily granted by Parliament; but for some cause or other, whether arising from difficulties occasioned by rival claimants for the performance of the service, or want of judgment in the parties immediately concerned in the application of the funds, or otherwise, it is not for the undersigned here to express an opinion: the means granted by the liberality of the Legislature for a good and useful purpose were worse than wasted, although during the first year, before partizan rivalry had been introduced, and when real efforts were directed to the solution of the question, as to the commercial advantages and the feasibility of the project, success beyond the expectation of the parties engaged was the actual result.

As to the difficulties suggested by the Hudson's Bay Company, through their officers, Governors Berens and Dallas, in the correspondence herein referred to, those gentlemen in truth substantially, though evidently unwillingly, vindicate most strongly the views contended for by the advocates of improvement and colonization.

The first and second of these objections of Governor Berens as to the practicability of the route between Lake Superior and Red River, and the deduction to be drawn from the failure of the projects hitherto encouraged by the Canadian Government, are sufficiently met by what has gone before. His next statement establishes, in the judgment of the undersigned, the very reverse of the conclusions he arrives at, and one finds it difficult to account for his permitting himself to be involved in such manifest inconsistencies as are apparent on the very face of his statement.

Directly in contradiction of the well authenticated reports of others, among them Governor Dallas, who speaks of the Red River and Saskatchewan Countries as the sources of supply of the employes of the company. Governor Berens describes the country beyond the Red River to the base of the Rocky Mountains as "a vast desert, in some places without wood or water, exposed to the incursions of roving bands of Indians, and entirely destitute of any means of subsistence for emigrants, save herds of buffalo which roam at large through the plains, and whose presence on any particular portion of these prairies can never be reckoned on." "These again" he says, "are followed up by Indians in pursuit of food, (a good ground one would say for the buffalo not remaining all the time in the same particular places) whose hostility will expose travellers to the greatest dangers." One can well fancy precisely the same reasons being given by interested parties in any uncivilized country against its settlement. The Governor evidently loses sight of his design to prove the territory to be a vast desert when he adds to that terror those of the Indians and the buffalo.

The early settler in any part of America would tell him that the regions to which the Indians, as well as the buffalo and other wild animals most resorted, were those above all others the most fertile and fitted for cultivation, and just the sections most sought after by the pioneer anxious within the shortest possible period to make for himself, and those dependent upon him, a habitation, and to aid in conquering for his country with his axe, his spade, and his plough, fresh accessions and contributions to civilization and improvement. The Governor's next fear, namely, that the construction of telegraph lines would be useless because of the probability of their being burnt up, is just as groundless, as is apparent from the fact that over the boundless plains of California, and across the unsettled prairies of Illinois and other States, these almost indispensable accompaniments of civilization are in full, active, and undisturbed operation.

So with respect to the "depredations of the natives, and the general chapter of accidents." These are encountered in every new country, and are not in our day anything like such formidable obstacles as they have been in the past.

On Governor Berens' principle, the settlement of any portion of America was a grave mistake, for at some time or other, and at every place within its vast extent, precisely the same difficulties which he conjures up, in the shape of roving bands of Indians, wild animals, desolation by flood and fire and tomahawk, as well as a "general chapter of accidents," existed over them all. However, the unconquerable white race triumphed, and to its energy and self-sacrificing exertions and indomitable perseverance, the British and Canadian people are indebted for an inheritance such as Providence never before bestowed upon any race since the world began.

If they fail to improve their opportunities, the loss will be proportionate to the advantages otherwise certain of attainment.

Differing from Governor Berens, as well as to the facts as with respect to the style of objection, Governor Dallas puts the whole matter on its true ground when he refers to the Saskatchewan and the Red River countries as the sources whence the Hudson's Bay Company draw their supplies of food; and the simple question in view of his admission is as to whether or not these magnificent territories shall continue to be merely the source of supply for a few hundreds of the employés of a fur trading company, or the means of affording new and boundless contributions to civilization and commerce, whether they shall remain closed to the enterprise and industry of millions in order that the few may monopolize their treasures and keep them for all time to come, as the habitation of wild beasts and the trappers engaged in their pursuit. It is but necessary to add, that in point of distance, as well as in other respects, the Canadian route, with the facilities fully developed, would manifestly be the superior one.

From Toronto to Fort Garry, by way of St. Paul, or, as it is called, the Minnesota route, the distance is over 1500 miles; by the Lake Superior, or Canadian, 1114 miles. The former, in its unimproved state, was the more practicable, because of the nature of the soil, the evenness of surface, and comparative absence of woodland; but, with each equally improved, ours would be decidedly the more advantageous.

It rests with us to see that our advantages are not thrown away.

In July last the undersigned, considering an arrangement, the preliminaries of which had been agreed upon for the carrying of the mails to Fort William, to be at once imprudent, and useless as regards the opening up of the territory, recommended its abrogation and the establishment of a temporary mail service for the season, pending further action of a more permanent character. In the report which he had then the honor to make, and which was adopted by his Excellency the Governor General in Council, the importance of aiding in the securing of the needed communication with the North-West Territories, was fully sanctioned. He now respectfully submits that to render effective the suggestions then so recognized, it is desirable that immediate steps should be taken to commence at the opening of navigation next year, a series of operations having for their object, first, the establishment of a regular mail service to the head of Lake Superior; and, secondly, the construction of roads and the improvement of the lakes and rivers thence westward towards British Columbia. From the best information obtainable on the subject, and which the undersigned believes to be wholly reliable, it is ascertained that a sum of £80,000 would be abundantly sufficient for the permanent opening up and establishment of efficient and continuous land and water communication to Red River from the head of Lake Superior.

Thence to the passes of the Rocky Mountains, it is estimated that an additional £100,000 would be amply adequate. Thus the whole expenditure, including steam service on Lake Superior, and on the navigable reaches beyond would certainly not exceed £200,000.

With reasonable encouragement from the Government, the undersigned feels justified in stating that no more than ordinary difficulty would be encountered in the obtaining of the necessary means; and he has no doubt whatever, from the repeated assurances of his Grace the Duke of Newcastle, speaking on behalf of the British Government, that from the Imperial authorities effective co-operation can be relied upon.

The question as to what is reasonably to be expected from Canada is that at present to be considered.

In view of all the facts and circumstances, and feeling that on our people it is the initiative in the matter rests—that it is to this Province the Imperial Government looks

for a commencement of the movement, a movement demanded alike from our patriotism and our interests—the undersigned considers himself fully justified in submitting that—unless the Government deem it expedient to proceed under the direction of the Honorable the Commissioner of Public Works—as soon as it can be satisfactorily shewn that competent and responsible parties are prepared to assume the work, they should propose to Parliament the granting of an annual subsidy of \$50,000, or such other sum as his Excellency the Governor General in Council may deem judicious, for a term of years, towards the undertaking. Should the above suggestion for a subsidy be concurred in, the undersigned will be in a position to submit to his Excellency the Governor General in Council the details of such arrangements as it may be desirable to make with responsible parties willing to perform the service; but as the question of the construction of works, as well as that of carrying the mails, would be involved, it is expedient that the Honorable the Commissioner of Public Works should be associated with him for that purpose.

All of which is nevertheless respectfully submitted.

[Signed,]

M. H. FOLEY,
Postmaster General.

[Copy.]

No. 3.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council, on the 9th February, 1863.

The Committee having taken into consideration the Report of the Honorable the Postmaster General, on the expediency of opening up and better securing communication westward, towards British Columbia, through British territory, for a telegraphic and postal service, concur in the opinion expressed in that Report, as regards the advantage of securing such communication, and humbly advise that a sum of \$50,000 be placed in the Estimates of the approaching session, for the purpose of carrying out the same in the manner suggested in that Report, or in any other that may be deemed more advantageous.

Certified.

(Signed,)

W. H. LEE, C.E.C.

The Hon. the Postmaster General,
&c., &c., &c.

[Copy.]

No. 4.

TORONTO, February, 1863.

SIR,—I would beg to call your earnest attention to a brief statement of facts relative to the enterprise in which, in conjunction with some other gentlemen of this city, I was induced under an agreement with the Government, to embark in 1858, for the opening of a route to Red River and the North West.

The circumstances and the documents in support thereof, are already in detail before the Executive Council, but, being somewhat voluminous, I am desirous of drawing your notice to the essential points which you will find sustained by the proofs already before you, and urging a speedy decision thereon.

The discussions which had for some time previous been going on, relative to the North West Territory, and the results of the first year's explorations carried on by the Government, led several gentlemen, of whom I was one, to wait upon the members of the Cabinet, for the purpose of ascertaining how far they would be disposed to aid in the maintenance of a line of communication for the purpose of establishing greater facilities for commercial intercourse with the upper lakes, and initiating the development of the North West by commencing a postal service to the Red River settlement.

The result of this interview was the Order of the 14th June, 1858:

That Order in Council was placed before us as an inducement to embark in the enterprise, and as a guarantee, so far as it went, against the risk of loss incident to such an experiment. No liberal construction of the document itself could possibly imply that the aid was only meant to be continued to the parties thus induced to run that risk, for one season, or the balance then remaining of that season; on the contrary, it was perfectly understood that the first season would be one of outlay and arrangement, preliminary to the development of even the pioneer enterprise thus commenced.

Nevertheless, after \$10,000 had been appropriated by Parliament, in 1859, for continuing the service, for the carrying out of which all the expenses had already been incurred, the Government took means to take it out of our hands.

The service was not however, abandoned, which was the only contingency upon which our position could be ignored, but was put in the hands of a party who was not in a position to carry it out.

In the meantime, firmly standing by our rights acquired by virtue of the Order in Council and understanding of the previous year, we claimed to throw the steambot and other stock purchased solely for this service, in fulfilment of the conditions of the above Order in Council, on the hands of the Government, unless restored to our original position through which we alone had, at the time, the means of promoting the public interest in this connection.

The result was that this position was absolutely, but (at the time) verbally acknowledged, and a new arrangement (verbal at the moment, but substantiated by subsequent documents) entered upon.

The new agreement was simply that we were to undertake the actual construction of works on the route west of Lake Superior, and also (as we had our own men on the route) that we were to carry a mail alternately with the new contractor to Red River. This latter part was not to interfere with the contractor's mail, but was to be in addition to it. It was further understood that for these services we were to receive the balance, not earned by the contractor, of the \$10,000 appropriated for that year, and that we would thus be left in possession of the route, and the existing contract being by that time out of the way—an enlarged arrangement would be made to enable us to organize a company to carry out the enterprise on a more extended scale. We did accordingly immediately commence works west of Lake Superior. We did carry a mail to Red River as required, and, in addition thereto, the contractor having utterly failed in the due performance of his contract, we took up and put through his mails which, for the most part, he abandoned at various points between Sault St. Marie and Red River; and we did receive, therefore, on account, the sum of \$8000.

In proof of these facts I beg to refer you to the account rendered in October, 1859 for work done amounting to \$10,622, on which \$6,000 was paid; and to the Order in Council of 12th January, 1860, and the explanatory letter on which it was based from myself and Mr. Dawson. These facts, thus proved, simply establish the origin and nature of our position and claims. The amounts actually due to us for the service thus performed and works commenced at the instance of the Government being a mere question of account which we are willing to submit to any proper test.

In the Spring of 1860, (the initiatory part of the new arrangement of the previous year having been faithfully carried out as appears by the documents above referred to) the preliminaries of the larger arrangement agreed upon were adjusted, and operations continued and extended in accordance therewith; but in the absence of the Postmaster General the Commissioner of Crown Lands, acting for him, misunderstood the arrangement, misconstrued our position relative to the unorganised North-West Transit Co., which had never been in a position to commence operations, and made a contract with that company through parties assuming to act for it on pretences which proved to be erroneous.

It is needless that I should now enter upon the voluminous details of that transaction, [which are already before the Government] or animadvert upon it further than to state the fact that on application to the Court of Chancery, an injunction was granted to stop them from proceeding with the contract.

Had the parties who, in this case, assumed to act for the North-West Transit Co. succeeded in placing it in a position to make such a contract, this would not have altered our case, for, although no objection would have been made by us to a transfer on payment of

our outlay, the fact remained that the works were ours, paid for by us, [less amount advanced by Government] and the men at work and in possession were our workmen who were continued there from the previous year, with the knowledge, consent and approbation of the Government—in fact, as I might more properly say, and as the documents will prove, on joint account with the Government, pending the fuller organization of the enterprise.

I need not pursue the topic of that year's transactions (1860) any further than to point to the fact that a settlement of the question was deferred, first, to await the return of the Postmaster General; next, by the impossibility of getting on with such business during the progress of the Royal visit; while during the whole of this time our expenses ran on, and our working and mail parties were kept in the field west of Lake Superior, effecting some improvement and carrying irregular mails, on continued promises of a satisfactory arrangement, till the very close of navigation that year.

During the following winter (1860-61) the Government came to the conclusion (or at least certain members of the Cabinet intimated that they intended) to assume the enterprise as a public work, carry out the construction of the roads, &c., west of Lake Superior, on provincial account, and pay us off.

Mr. Dawson had mainly been negotiating for us, but at this time I visited at Quebec myself, and had the fullest assurance from various members of the Cabinet of the above arrangement, and that we would be paid off as soon as the estimates were passed; and I was informed that the Postmaster General had made a report to His Excellency in Council to that effect.

Nevertheless, towards the close of the session of 1861, we were informed that unforeseen difficulties had arisen in regard to carrying out the programme above referred to, but that our case would be taken up and our outlay paid for at the earliest moment possible.

Then followed the distraction of the general election, the further delay of the Postmaster General, through whom all reports on the subject were made, having to go a second time to election, so that it was only in the winter of 1861-2 that the matter was again taken up, when the Postmaster General required us to hand in a statement of our account, and he would at once report to the Governor in Council recommending its payment. This was done, but delays still occurring as to the form and amount of the account, it was agreed to pay us \$10,000 on account, which was done, as per O. C. of 10th April, 1862, to meet pressing claims, and leave the final settlement to arbitration, and the mode of that arbitration was being discussed between us when the administration fell. I have only to add that, although we have from time to time brought our case under their notice, we have not unduly pressed the new Government, because we had been given to understand that it was their desire and intention to promote the enterprise, and we were willing that they should have time to develop their policy.

A year having now elapsed, however, without any definite arrangement, I trust I may with some confidence of immediate action ask for a speedy settlement of our claim; but in doing so I beg at the same time (to relieve the Government from the labour of entering upon the details of our accounts) on behalf of myself and associates, to repeat the offer to submit the question of the amount due to independent arbitrators, which in fact is the only question at issue, the liability having been already acknowledged.

But, being aware that arrangements are in progress to enable a company with large means to carry out the enterprise, we are not desirous of unduly pressing the Government for payment, should it be deemed preferable that we should be paid by, or, in part amalgamate with, such company, and should it also be manifest that some such company will go into early operation. But in that case it is equally necessary that action should be taken to define our position in such a manner as to enable us to negotiate with any such company; and in evidence of our desire to promote the undertaking (protecting at the same time our own rights in whatever hands it may have the best prospect of immediate progress) we are willing that the Government should reserve the power of determining by themselves, or by arbitration, the amount that may be due us, in case we should be unable otherwise to come to an understanding with any such company.

Should the Government, however, instead of paying us themselves, prefer the latter course, we think that in view of all the circumstances, the long time we have been deprived of the benefit of our outlay, through official mistakes, the acknowledged fact of a

debt due to us, and some claims outstanding still pressing upon us, it would be but reasonable to pay us at least a few thousand dollars, as was done last year, on account.

Trusting that this matter will meet with your earliest attention,

I have the honor to be, sir,

Your most obedient servant,

(Signed,)

L. MOFFATT,
President.

To the Hon. M. H. Foley,
Postmaster General,
Quebec.

No. 5.

POST OFFICE DEPARTMENT,
Quebec, 25th August, 1863.

Memorandum on the Claim of the "Rescue" Company on account of the Red River Route.

From a consideration of the documentary evidence on file in this department, and supplied by Mr. Dawson, and of the Orders in Council passed on the subject, added to personal knowledge of the course of the transaction, it appears clear to the undersigned that the Association known as the "Rescue" Company was, from its initiation in 1858, encouraged at various times by the government of the day in undertakings having for their object the opening of a practicable route from Fort William, Lake Superior, to the Red River settlements, and the maintenance of a passenger and mail line of conveyance by steamboats, &c., between Collingwood and Red River,—and that in the prosecution of this enterprise the "Rescue" Company incurred a large expenditure, far exceeding such earnings as could have been realized from their traffic business, in addition to such aid as was, from time to time, obtained from the government,—and it is stated by the company that the final result has been a loss of \$23,728; and the company claims that, under the circumstances and in view of the negotiations had with them as above adverted to, the government is bound to make good this loss.

That a balance of \$3350 remains at the disposal of government of an appropriation made in 1860 towards opening communication with Red River; and that, considering the national character of the enterprise undertaken by the "Rescue" Company, it would be but reasonable and just to pay this unappropriated balance to that company in further aid of their disbursements in effecting improvements on the Red River route, on condition that the said company accept this payment in full satisfaction of all claims against the government.

The "Rescue" Company further asks to be authorized to hold possession of any works they have expended money upon in opening the route from Fort William to Red River; and that if government authorizes any company to assume these works, that the "Rescue" Company shall be entitled to receive a reasonable compensation therefor from such company, to be determined by the Governor in Council, should any such company not agree as to terms with the "Rescue" Company,—and the undersigned is of opinion that it would be but just and equitable to accede to this request.

(Signed,)

W. H. GRIFFIN,
Deputy Postmaster General.

No. 6.

POST OFFICE DEPARTMENT,
Quebec, September 2, 1863.

In view of the circumstances mentioned in the annexed Report of the Deputy Postmaster General, the Postmaster General recommends that the sum of \$3,350, being the balance of the appropriation for 1860, be paid to the Rescue Company, provided that this

sum is accepted in full satisfaction and discharge by the Company of all claims and demands against the Government of every description, and in every and any event whatsoever, but without prejudice to any claim by the Company to be paid a reasonable compensation for their works by any new Company that may be formed for the prosecution of the enterprise. All of which is, nevertheless, respectfully submitted.

(Signed,)

O. MOWAT,
Postmaster General.

[Copy.]

No. 7.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 8th September, 1863.

The Committee have had under consideration a report dated 2nd September, 1863, from the Honorable the Postmaster General, enclosing a memorandum of the 25th ultimo from the Deputy Postmaster General, on the subject of a claim made by the "Rescue" Company for losses alleged to have been sustained by them in their undertaking to open a practicable route from Fort William to the Red River Settlement, and the maintenance of a passenger and mail line of conveyance by steamboats, &c., between Collingwood and Red River.

The Deputy Postmaster General states, that from a consideration of the documentary evidence on file in that department, and supplied by Mr. Dawson, and of the Orders in Council passed on the subject, added to personal knowledge of the course of the transaction, it appears clear to him that the Association known as the "Rescue" Company was, from its initiation in 1858, encouraged at various times by the Government of the day in the above undertakings, and that in the prosecution of this enterprise the Rescue Company incurred a large expenditure, far exceeding such earnings as could be realized, in addition to such aid as was from time to time obtained from the government—and that it is stated by the Company that the final result has been a loss of \$23,728.11, and the Company claim that under the circumstances, and in view of the negotiations had with them, as above adverted to, the government is bound to make good the loss.

That a balance of \$3,350, remains at the disposal of the government, of an appropriation in 1860 towards opening communication with Red River, and that considering the national character of the enterprise undertaken by the "Rescue" Company, it would be but reasonable and just to pay this unappropriated balance to that Company in further aid of their disbursements in effecting improvements on the Red River route, on condition that the said company accept this payment in full satisfaction of all claims against the government.

The "Rescue" Company further ask to be authorized to hold possession of any works they have expended money upon in opening the route from Fort William to Red River, and that if government authorize any company to assume these works, that the "Rescue" Company shall be entitled to receive a reasonable compensation therefor from such company, to be determined by the Governor in Council should any such company not agree as to terms with the "Rescue" Company, he is of opinion that it would be just and equitable to accede to this request.

The Honorable the Postmaster General reports that in view of the circumstances mentioned by the Deputy Postmaster General, he recommends that the sum of \$3,350, being the balance of the appropriation for 1860, be paid to the "Rescue" Company, provided that this sum is accepted in full satisfaction and discharge by the Company of all claims and demands against the government of every description and in every and any event whatsoever, but without prejudice to any claim by the company to be paid a reasonable compensation for their works by any new company that may be formed for the prosecution of the enterprise.

The Committee advise that the recommendation of the Postmaster General be approved, and that a warrant issue in favor of Lewis Moffatt of Toronto, Esquire, as representing the Company, for the above sum of \$3,350.

Certified. (Signed) Wm. H. LEE, C.E.C.

The Honorable
the Postmaster General, &c., &c., &c.

Memorandum appended to foregoing.

I accept the within terms on behalf of the "Rescue" Company.

(Signed) LEWIS MOFFATT

By his attorney. (Signed) Wm. McD. Dawson.
Quebec, 11th September, 1863.

Upon this handed the warrant to Mr. Moffatt's attorney (Mr. Dawson).

(Signed) W. H. GRIFFIN.

11th September, 1863.

[*Lord Monk to the Duke of Newcastle.*]

No. 20.

EXTRACT.

QUEBEC, February 27th, 1863.

"I have also the honor to enclose for your Grace's information, a report of the Postmaster General of Canada, on the subject of postal communication through what is termed the North-West Territory with British Columbia, and a minute of the Executive Council founded upon it."



(No. 30.)

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 7th instant, praying His Excellency to cause to be laid before the House a "Return of all moneys expended in making
" and opening a Road at or near the connecting boundary between the
" Counties of Grey and Wellington, extending from the east side of the
" Owen Sound Road to the eastern limits of the said Counties, specifying
" the dates of payment, the amount paid, to whom paid, and from what
" fund."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 21st September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 3rd inst., praying His Excellency to cause to be laid before the House "all Papers and Documents, Reports, Despatches, etc., in relation to opening up the Territory commonly called the North-West Territory, which have come into possession of the Government since the 1st January, 1862."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

SECRETARY'S OFFICE,
Quebec, 21st September, 1863.

POST OFFICE DEPARTMENT,
Quebec, 17th September, 1863.

SIR,—I have the honor to acknowledge the receipt of your letter of 4th instant, enclosing a copy of an Address of the Legislative Assembly, asking for copies of all papers and documents, reports, despatches, &c., in relation to opening up the Territory commonly called "the North-West Territory," which have come into possession of the Government since the 1st January, 1862, and asking that such portion of the information asked for in that Address as the records of this Department will enable the Postmaster General to supply, may be furnished to you to be laid before the Legislative Assembly, and, in reply, I have the honor to inform you that, with the exception of the papers transmitted to you to-day in accordance with the request conveyed in your letter of the 28th April last, there are not, so far as the Postmaster General is aware, any such papers, documents, &c., as those referred to, in this Department.

I have the honor to be, sir,
Your very obedient servant.

W. H. GRIFFIN,
D. P. M. G.

The Honorable
The Provincial Secretary, &c., &c., &c

[Copy.]

No. 44.

QUEBEC, March 8th, 1862.

MY LORD DUKE,—I have the honor to enclose to your Grace a Minute of the Executive Council, approved by myself, in reference to the propriety of taking some steps towards carrying into effect, in the Saskatchewan territory, the provisions of the Act of the Imperial Parliament 22 and 23 Victoria, Chapter 26.

The Minute states so fully the reasons for present action in this matter in which I fully concur, that I do not think it necessary to trouble your Grace with any observations of my own on the subject.

I have, &c.,

(Signed,)

MONCK.

To His Grace

The Duke of Newcastle,
&c., &c.

[Copy.]

Canada.—No. 96.

DOWNING STREET,
16th April, 1862.

MY LORD,—I have the honor to acknowledge the receipt of your Lordship's despatch, No. 44, of the 8th March, forwarding a Minute of a Committee of the Executive Council of Canada, in reference to the propriety of taking some steps towards carrying into effect, in the Saskatchewan Territory, the provisions of the Imperial Act, 22 and 23 Vict. Cap. 26.

This Minute proceeds on an assumption that a certain Act of Parliament was passed in order to organize the Saskatchewan County. But I have to explain that this was not the effect of the Act referred to. It contained an enactment in the concluding section, that it should not be applicable to territories heretofore granted to the Hudson's Bay Company. Those territories not having fallen under the jurisdiction of Her Majesty's Government, the Act in question does not in any degree facilitate the acquisition or Government of the territory claimed by the Company under this grant, nor until the claim of the Company is shewn to be groundless will Her Majesty's Government be in a position to take any step in that direction.

I have, &c.,

(Signed,)

NEWCASTLE.

Governor the Viscount Monck,
&c., &c., &c.

[Copy.]

No. 79.

GOVERNMENT HOUSE,
QUEBEC, April 25th, 1862.

MY LORD DUKE,—I have the honor to forward to your Grace a Minute of the Executive Council, approved by me, on the subject of the establishment of a postal communication through the Hudson's Bay territory, between Canada and British Columbia, containing a letter from the Provincial Secretary to the Manager of the Hudson's Bay Company, and that gentleman's reply.

The subject is one of considerable importance, both in an Imperial point of view and as regards the particular interests of this Province; but the letter of Mr. Alleyne enters so fully into the merits of the question on both grounds, that I do not think it necessary to trouble your Grace with any observations of my own.

The answer of Mr. Dallas would seem to imply that the existence of the present rights of the Hudson's Bay Company will prove a permanent obstacle to the realization of the views which the Canadian Government entertain in reference to the proposed communication.

As the Government of the Province have no means of acting upon the Hudson's Bay Company except through Her Majesty's ministers, I would, on its behalf, ask of your Grace to take such steps as may enable the authorities here to carry into execution their desire for an extension of postal communication between this Province and the shores of the Pacific.

I have, &c.,

(Signed,)

MONCK.

His Grace the Duke of Newcastle, K. G.,
&c., &c., &c.

[Copy.]

Canada.—No. 124.

DOWNING STREET,
3rd June, 1862.

My LORD,—I have the honor to acknowledge the receipt of your Lordship's despatch, No. 79, of the 25th April last, and to transmit to you, for your information, a copy of a letter from the Hudson's Bay Company (received at this Department a few days after your despatch reached me) on the subject of establishing postal and telegraphic communication through the Company's territory between Canada and British Columbia.

Although it is not in the power of Her Majesty's Government to grant assistance from Imperial funds for carrying out the object which the Canadian Government has in view, there would be every desire on their part to co-operate in any well-devised scheme for effecting this important communication across the American continent. As a possible preliminary to such an undertaking, I would direct your Lordship's attention to the facilities for the acquisition of land which the Hudson's Bay Company announce their intention of offering to settlers proceeding to the Red River.

I have, &c.,

(Signed,) NEWCASTLE.

Governor the Viscount Monck,
&c., &c., &c.

[Copy.]

HUDSON'S BAY HOUSE,
London, May 19th, 1862.

My LORD DUKE,—I have the honor to enclose, for Your Grace's information, copy of a correspondence that has passed between Mr. Charles Alleyn, Secretary to the Government of Canada, and Mr. Dallas, who has lately succeeded Sir George Simpson in the Government of the Hudson's Bay Territory in North America, on the subject of a proposed road and line of telegraphic communication between Canada and the gold regions of British Columbia.

I take the liberty of forwarding this correspondence to Your Grace, because my colleagues agree with me that any negotiation on the subject should be carried on not with the colonial authorities but with Her Majesty's Government in this country.

The Canadian Government propose, in the first instance, to establish steam communication on Lake Superior, and to open up roads from Fort William in the direction of Red River; and they appear to consider that it is the duty of the Hudson's Bay Company to undertake the further prosecution of the work through their territories.

Of course there is no difficulty as far as steamers on Lake Superior are concerned, but between Fort William and the heights of land, the natural difficulties of the country will make road-making a very expensive business; while the soil, which consists chiefly of rock and swamp, will offer no inducement to settlers, even if they obtain the land for nothing.

Within the last few years a considerable sum of money has been granted and expended by the Canadian Government for the purpose of opening this route, but I am not aware that there has been any practical result.

Beyond Red River to the base of the Rocky Mountains, the line will pass through a vast desert, in some places without wood or water, exposed to the incursions of roving bands of Indians, and entirely destitute of any means of subsistence for emigrants, save herds of buffalo which roam at large through the plains and whose presence on any particular portion of these prairies can never be reckoned on. These again are followed up by Indians in pursuit of food, whose hostility will expose travellers to the greatest danger.

With regard to the establishment of a telegraphic communication it is scarcely necessary to point at the prairie fires, the depredation of natives, and the general chapter of accidents as presenting almost insurmountable obstacles to its success.

I have thought it my duty thus slightly to sketch the difficulties in the way of the enterprise, the subject of the correspondence which I have brought under your Grace's notice; but if it be thought that the interests of Canada and British Columbia, or of this country, require that the experiment should be made, the Hudson's Bay Company will

most readily acquiesce in the decision of Her Majesty's Government. At the same time it is my duty to state that in justice to our proprietors, the Directors of the Hudson's Bay Company cannot risk their capital in doubtful undertakings of this description, spread over such vast distances, through a country where the means of maintaining them, if once made, will lead to an expenditure scarcely to be contemplated. Although, therefore, the Directors on behalf of the Company, are ready to lend Her Majesty's Government all the moral support and assistance in their power, it must be distinctly understood that the Company have no means at their disposal, beyond those employed in carrying on their trade, and cannot consequently undertake any outlay in connection with the schemes suggested by the Canadian Government.

I think it may not be improper to take this opportunity of referring your Grace to former communications between the Hudson's Bay Company and the Colonial Office on the subject of settlement in their territories.

The Company have always expressed their willingness to surrender the whole or any part of the territorial rights upon terms that would secure fair compensation to the proprietors as well as to the officers and employés in the country.

The Governor at Red River Colony has instructions to make grants of land to settlers on easy conditions, without any restrictions as to the Company's right of exclusive trade; and if Her Majesty's Government, with reference to the interests of the public, consider more extensive plans for the improvement of the country expedient, the Directors of the Company will be quite ready to entertain them with the desire to meet the wishes of Her Majesty's Government in any manner not inconsistent with the vested rights of the constituents.

I am, &c.,

(Signed,)

W. BERENS,

Governor.

His Grace the Duke of Newcastle, K.G.,
&c., &c., &c.

[Copy.]

Canada.—No. 115!

DOWNING STREET,

10th May, 1862.

MY LORD,—With reference to my despatch, No. 96, of the 16th April, I have the honor to transmit to your Lordship, for your information, a copy of a letter from the Hudson Bay Company, on the state of the Saskatchewan and Red River territory. It is not intended to comply with the company's suggestion that a detachment of troops should be again sent to the Red River.

I have, &c.,

(Signed,)

NEWCASTLE.

The Viscount Monck,
&c., &c., &c.

[Copy.]

HUDSON'S BAY HOUSE,

London, May 1st, 1862.

MY LORD DUKE,—I have the honor to acknowledge the receipt of Mr. Elliot's letter, dated the 23rd ultimo, transmitting a copy of a despatch received by your Grace from the Governor of Canada, and a minute of the Executive Council, in which the attention of Her Majesty's Government is drawn to the propriety of establishing a Government in the Saskatchewan and Red River country.

As Mr. Elliot states that your Grace is already aware that the minute in question was passed by the Executive Council of Canada, under a misconception as to the meaning and

object of the Act 28 and 29 Victoria, Cap. 26, I am relieved of the necessity of making any comment upon the subject.

With respect to your Grace's enquiry as to whether we have reason to apprehend any inconvenience or disturbance from the influx of American squatters across the frontier or otherwise, I have the honor to state that from the advices received from our agents at Red River and elsewhere, we do not believe that there is any reason to apprehend any unusual influx of American citizens into the company's territory. There are, as usual, a few petty traders from the American settlements on the Mississippi who pass the frontier with a view of purchasing furs, and who, we fear, are not likely to improve the condition of the natives; but we have no reason to apprehend any increase in the number of those traders at present, and we do not believe that American settlers will leave a better climate and an equally good soil for the sake of settling in the company's territories, where the land is further from a market. At the same time, I must not conceal from your Grace my opinion, that it is not right that the frontier should remain totally unprotected from incursions either of lawless American citizens or the equally lawless tribes of Indians belonging to the territory of the United States.

There is another cause from which danger to the settlement is apprehended, and to which I would beg to draw Your Grace's attention. We are informed that exaggerated reports of the discovery of gold in the head-waters of the Saskatchewan have been widely circulated both in the United States and in Canada, and that an apprehension exists at Red River that a very large number of people will flock into the country in consequence of these rumors. We have reason to believe that the discovery of gold in those regions at all, or at all events in any quantity, is extremely doubtful, and that that district, which is very inaccessible, offers no inducement to Americans or others to proceed thither. Mr. Mactavish, the company's principal agent at Red River, in a letter dated the 25th of February last, says: "From Saskatchewan I have no advices of any further gold discoveries. I understand that an American adventurer—who crossed from Fraser's River in the autumn of 1860, and remained in the district all summer for the purpose of exploring for gold—did make a short tour among the mountains, but he appears to have met with no success, as he returned to one of the company's establishments and there joined a band of Indians, with whom he has since lived."

Your Grace is aware that the small body of Canadian Rifles stationed at Red River was withdrawn last year, and I confess that it would be a great comfort to myself and my colleagues if the place of those troops were supplied by a fresh detachment; as this would evince a determination on the part of Her Majesty's Government to assist the company in holding the country against foreign invaders, and in maintaining peace and good order among the British inhabitants of the Red River Settlement.

I have, &c.,

(Signed,) H. H. BERENS,
Governor.

Canada.—No. 49.

DOWNING STREET,
1st May, 1863.

MY LORD.—I enclose copies of a letter addressed to me by Mr. Watkin, on behalf of 28th April, 1863. the "Atlantic and Pacific Transit and Telegraph Company," and transmitting the heads of a proposal made by that Company for establishing Telegraphic and Postal communication from Lake Superior to New Westminster.

I also enclose copies of the answer which I have caused to be returned to that letter, and of a despatch which I have addressed to the Governor of Vancouver's Island.

From these you will perceive that I value highly the advantages promised by this scheme—taken, as it ought to be, as part of a large scheme for connecting, through British territory, the shores of the Atlantic with those of the Pacific,—that I am prepared to accede, on the part of Her Majesty's Government, to the grant of land contemplated in the third article of the "heads of proposal," and that I have recommended the project to the acceptance of the Colonies of British Columbia and Vancouver's Island, subject to such modifications of detail (if any) as further examination may shew to be necessary.

With this information, I should wish you to submit the proposal for the consideration of your Government.

I have, &c.,

(Signed,)

NEWCASTLE.

Governor Viscount Monck,
&c., &c., &c.

[Copy.]

[*Mr. Wathin to the Duke of Newcastle.*]

21, OLD BROAD STREET,
LONDON, E.C.

April 28th, 1863.

MY LORD DUKE,—Referring to the letter which I had the honor to receive by direction of your Grace, from Mr. Elliot, under date of the 5th ultimo, to the interview which your Grace was good enough subsequently to afford to Mr. G.G. Glynn, M.P., Mr. Benson, Mr. Blake, Mr. Chapman and myself, and to the discussions which have recently taken place, on general details, under your Grace's instructions, with Sir Frederic Rogers and Mr. Murdoch, I have now to enclose proposals, which I trust will meet your Grace's approval, for the establishment of a postal and telegraphic route between Canada and the Pacific Ocean.

It is hoped that these proposals will be found to be such as your Grace may be able to recommend, and that their adoption by Her Majesty's Government, by Canada, by British Columbia, and by Vancouver Island, may lead to the completion of the most important work involved, at a very early period.

Throughout the discussion which has now occupied a considerable period, it has been assumed as a condition, that the Hudson Bay Company will agree to the confirmation of the grant, and consequent rights, which in their letter to your Grace of the 11th August last, they offered to afford in aid of the enterprise, and that Her Majesty's Government will carry through such measures as are requisite for securing to the Company the rights and privileges necessary to the security of the undertaking, and considering the deep interest which your Grace has taken in proposals for connecting the Atlantic and Pacific for purposes of communication through British territory, from the first suggestion of such a measure by Your Grace to this moment, the promoters of the Company have had pleasure in voluntarily adding, as a concluding article of the enclosed document, a provision, that any further questions of detail, or matters of difference should any arise, shall be left to the sole decision of your Grace.

I have to observe that the rate of interest to be secured to the Company, when it was assumed that Her Majesty's Government would take a direct part in the guarantee, was four per cent. as a minimum; but at the same time it was proposed that, in the event of the colonies *alone* becoming responsible, a larger rate of interest would be considered necessary. A reference to the documents will shew that this was the case. In the enclosed paper therefore the maximum rate of interest has been taken at five per cent, while a minimum of four per cent. is preserved, and it will be for your Grace, should the colonies decide to accept the proposals, to accord, as between the parties, such a rate, and such a rate only, as the circumstances of the time may render necessary, with a view to securing the absolute success of the undertaking.

I have, &c.,

(Signed,)

EDWARD W. WATKIN.

His Grace the Duke of Newcastle, K. G.,
&c., &c., &c.

[Copy.]

Heads of Proposal for establishing Telegraphic and Postal Communication from Lake Superior to New Westminster.

The "Atlantic and Pacific Transit and Telegraph Company" propose to establish and maintain communication by electric telegraph, and a mail post, passing at such intervals fortnightly or otherwise as shall be agreed upon between a point at the head of Lake Superior and New Westminster, in British Columbia, on the following terms:—

1. That the Imperial Government, the colonies of Canada and British Columbia, and the Hudson's Bay Company, shall each within the territories belonging to them, grant to the Company such land belonging to the Crown or Company, and all such rights as may be required for the post route, telegraph and necessary stations, and for the proper working thereof.

2. The line of telegraph shall be divided into proper sections, and so soon as telegraphic communication is established throughout any such section, the colonies of Canada, Vancouver Island, and British Columbia will guarantee to the Company a rate of profit on the capital expended at the rate of not less than four, nor more than five per cent, provided that the total amount of the capital guaranteed shall be limited at £500,000, and that the total annual payment to be made by Vancouver Island and British Columbia together, shall not exceed £12,500; provided also, that the interest accruing upon the money paid up by the shareholders, until the above guarantee shall take effect, shall be reckoned as capital; and provided further, that in case the telegraphic line shall not be completed within five years, unless by reason of war or commotion, or of any interruption not arising from any wilful default of the company, the above guarantee shall be suspended till the line shall be so completed.

3. In case the route shall run through Crown Land not within the limits of Canada or British Columbia, nor within the territory claimable by the Hudson's Bay Company, the Company shall be entitled to demand Crown grants to the extent of five square miles for every mile of telegraph line within such Crown Land. Such grants shall be demandable as soon as the telegraph communication shall be completed across such Crown Land, and the blocks granted shall be adjacent to the telegraph line, and shall be as near as may be five miles square, and shall alternate on each side of the line with blocks of similar size and frontage, which shall remain in the possession of the Crown. The Company is not to sell this land except under effectual conditions of settlement, and in case the undertaking shall be permanently abandoned, the land not so sold is to revert to the Crown.

4. The Company shall not dispose of the telegraph without the consent of the Imperial Government.

5. The Colonial Governments, within their respective limits, or the Imperial Government in any part of the line, may at any time take temporary possession of the telegraph line, in case the public interest requires it, on payment of a rate of compensation to be hereafter agreed, and Government messages shall, at all times when demanded, have priority over all others.

6. The Home Government, with the consent of the parties, will introduce into Parliament such measures as may be requisite to give effect to this proposal.

7. The telegraph and works, and the servants and agents of the Company, shall be considered as under the protection of the Crown and of the Colonial Governments as fully as if in the settled districts of British North America.

8. The Company and its works shall be exempt from all taxation for a period of thirty years.

9. Any further matters of detail, or questions of difference requiring discussion, to be remitted to the sole decision of His Grace the Duke of Newcastle, Her Majesty's Principal Secretary of State for the Colonies.

[Copy.]

The Under Secretary of State for the Colonies to Mr. Watkin.

DOWNING STREET, 1st May, 1863.

SIR,—I am directed by the Duke of Newcastle to state that he has had much satisfaction in receiving your letter of the 28th ultimo, enclosing the heads of a proposal for

establishing telegraphic and postal communication between Lake Superior and New Westminster, through the agency of the Atlantic and Pacific Transit and Telegraph Company. These proposals call for some observations from His Grace.

New Westminster is named as the Pacific terminus of the road and telegraph. His Grace takes for granted that if the Imperial Government and that of British Columbia should find, on further enquiry, that some other point on the coast would supply a more convenient terminus, the Company would be ready to adopt it.

Article 1.—His Grace sees no objection to the grant of land contemplated in this article, but the "rights" stipulated for are so indeterminate that, without further explanation, they could scarcely be promised in the shape in which they are asked. He anticipates, however, no practical difficulty on this head.

Nos. 1 and 2.—The Duke of Newcastle, on the part of British Columbia and Vancouver Island, sees no objection to the maximum rate of guarantee proposed by the Company, provided that the liability of the colonies is clearly limited to £12,500 per annum. Nor does he think it unfair that the Government guarantee should cover periods of temporary interruption from causes of an exceptional character, and over which the Company has no control. But he thinks it indispensable that the colonies should be sufficiently secured against having to pay, for any lengthened period, an annual sum of £12,500 without receiving the corresponding benefit—that is to say, the benefit of direct telegraphic communication between the seat of Government in Canada and the coast of the Pacific.

It must therefore be understood that the commencement of the undertaking must depend on the willingness of the Canadian Government and Legislature to complete telegraphic communication from the Seat of Government to the point on Lake Superior, at which the Company will take it up;—nor could His Grace strongly urge on the Colonies of Vancouver Island and British Columbia the large annual guarantee which this project contemplates, unless there were good reasons to expect that the kindred enterprise of connecting Halifax and Montreal by railway, would be promptly and vigorously proceeded with. It will also be requisite to secure, by formal agreements, that the guarantee shall cease, and the grants of land for railway purposes revert to the grantors, in case of the permanent abandonment of the undertaking, of which abandonment some unambiguous test should be subscribed, such as the suspension of through communication for a stated period.

The Duke of Newcastle does not object to five years as the maximum period for the completion of the undertaking, and he thinks it fair to exclude from that period, or from the period of suspension above mentioned, any time during which any part of the line should be in occupation of a foreign enemy. But injuries from the outbreaks of Indian tribes, and other casualties which are inherent in the nature of the undertaking, must be taken as part of the risks which fall on the conductors of the enterprise, by whose resource and foresight alone they can be averted.

His Grace apprehends that the Crown land contemplated in Article 3, is the territory lying between the eastern boundary of British Columbia and the territory purporting to be granted to the Hudson Bay Company by their charter. His Grace must clearly explain that Her Majesty's Government do not undertake, in performance of this article of the agreement, to go to the expense of settling any questions of disputed boundary, but only to grant land to which the Crown title is clear.

With regard to the 7th Article the Duke of Newcastle could not hold out to the Company the prospect of protection by a military or police force in the uninhabited districts through which their line would pass, but he would consider favorably any proposal for investing the officers of the Company with such magisterial or other powers as might conduce to the preservation of order and the security of the Company's operations.

With reference to the 9th and concluding article the Duke of Newcastle would not willingly undertake the responsible functions proposed to him, but he will agree to do so, if by those means he can in any degree facilitate the project, and if he finds that the Colonies concur in the proposal.

Subject to these observations, and to such questions of detail as further consideration may elicit, the Duke of Newcastle cordially approves of the Company's proposals, and is prepared to sanction the grants of land contemplated in the 3rd article.

He intends to communicate the scheme, with a copy of this letter, to the Governor General of Canada and the Governor of Vancouver Island, recommending the project to their attentive consideration.

I am &c.,
(Signed,)

C. FORTESQUE.

E. W. WATKIN, Esq., &c., &c., &c.

[Copy.]

The Duke of Newcastle to Governor Douglas.

British Columbia—No. 23.

DOWNING STREET, 1st May, 1863.

SIR,—I enclose copies of a letter addressed to me by Mr. Watkin, on the part of the Atlantic and Pacific Transit and Telegraph Company, in which he transmits the heads of a proposal made by that Company for establishing Telegraphic and Postal communication between British Columbia and the head of Lake Superior. I also enclose copies of the answer which I caused to be returned to that letter, and of a despatch which I have addressed to the Governor General of Canada on the subject.

This proposal, I apprehend, to be made in the confident expectation that the Canadian Government, will provide similar means of communication up to the head of Lake Superior, and that means will be adopted for completing the communication by Railway from Halifax to Montreal, thus establishing a chain of Telegraphic communication and facilitating enormously the rapid transit of letters and passengers across British North America.

I need hardly insist on the advantages which such an enterprise, if completed in all its parts, will confer on the British Colonies on the Pacific: It is difficult to say whether they will be greater in war or peace.

In war, the rapid communication of intelligence will relieve those Colonies from the constant apprehension of surprise by an enemy, and will give to the Harbours of Vancouver Island, as a station for Her Majesty's Navy, an importance immeasurably beyond what they can at present attain.

In peace, it can hardly fail to add a powerful and healthy stimulus to that immigration which is principally wanting to develop the resources of the Colonies.

I should hope that the Colonists—without whose concurrence I am by no means desirous of proceeding—will agree with me in thinking that the guarantee of £12,500 per annum to be paid (if necessary) by British Columbia and Vancouver Island, in such proportions as the two Governments may agree upon, is no unreasonable price for advantages of so great magnitude.

I have had no hesitation in giving a conditional consent, on the part of the Imperial Government, to the grants of land contemplated in the first and third of the conditions set forth in the enclosed paper, and I shall transmit a copy of this despatch and of its enclosures to Canada, recommending the project to the consideration of the Canadian Government.

I have to request that you will submit these papers to the Legislature of Vancouver Island, and will ascertain the sentiments of the inhabitants of British Columbia respecting the proposed undertaking, and I shall receive with great satisfaction the intelligence that laws are to be enacted which will enable you, if the Canadian Government shall afford their co-operation in the matter, to conclude in detail an arrangement with the company on the basis of the enclosed proposals.

I have, &c.,

(Signed,)

NEWCASTLE.

Governor Douglas, C. B.,
&c., &c., &c.

(Copy.)

No. 46.

GOVERNMENT HOUSE,
Quebec, May 8, 1863.

MY LORD DUKE,—I have the honor to enclose a memorial from the people of Red River, on the subject of the establishment of communication between Canada and British Columbia.

This despatch will be delivered to your Grace by Mr. Sandford Fleming, who has been deputed by the memorialists to act on their behalf, and to submit their views to Her Majesty's Government. Mr. Fleming is anxious to be allowed to place your Grace in possession of the information which he has acquired on the matters to which the memorial relates.

I have, &c.,

(Signed,)

MONCK.

His Grace the Duke of Newcastle, K. G.
&c., &c., &c.

(Copy.)

Canada—No. 67.

DOWNING STREET,
4th July, 1863.

MY LORD,—I duly received your Lordship's despatch, No. 46, of the 8th May, transmitting a memorial from the people of the Red River on the subject of the establishment of a communication between Canada and British Columbia, and introducing to me Mr. Sandford Fleming, who was deputed by the memorialists to act on their behalf.

I am happy to say that there appear to be good prospects of fulfilling the object of their wishes, and I have the honor to enclose, for your information, a copy of a letter addressed by my direction to Mr. Fleming.

I have, &c.,

(Signed,)

NEWCASTLE.

Viscount Monck,
&c., &c., &c.

[Copy.]

[Mr. Elliot to Mr. Fleming.]

DOWNING STREET,
29th June, 1863.

SIR,—With reference to your letter of the 10th instant, I am directed by the Duke of Newcastle to acquaint you that he has given his best attention to the memorial which was entrusted to you by the inhabitants of the Red River settlement on the establishment of a regular communication with Canada.

The question of forming such a communication has long been under his Grace's anxious consideration, and at length he has every reason to hope that it will shortly be accomplished.

A scheme is in preparation, and almost matured, for establishing a postal and telegraphic communication, embracing the Red River Settlement in the route between Canada and British Columbia, with the aid of those two colonies, which have already been addressed on the subject, and by means of a concession to the promoters of the enterprise, of land in the district of country which is free from the rights of the Hudson's Bay Company, the Duke of Newcastle trusts that the execution of the project will be entered upon at no distant date.

I am, &c.,

(Signed,)

T. F. ELLIOT.

Sandford Fleming, Esq.

(No. 32.)

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 1st instant, for "copies of all Correspondence
" and Affidavits relative to the sale of the south half of Lot No. 5, 1st
" Concession, Innisfil, to T. R. Ferguson, Esq., with copies of Reports of
" Commissioner of Crown Lands, Reports of Committee of Council and
" Orders in Council relating thereto, and all other Documents shewing
" terms of Sale."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,

Quebec, 21st September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing the above Return is not printed.]

RETURN

To an Address of the Honorable the Legislative Assembly, dated 14th September, 1863, for information on several matters connected with the Montreal Jail.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

SECRETARY'S OFFICE,
21st September, 1863.

MONTREAL, 17th September, 1863.

SIR,—In compliance with a Resolution, passed by the Honorable House of Assembly, requiring information relative to the number of Inquests held in the Common Jail of the District of Montreal, I have the honor to transmit the annexed statement, for the period of three years, ending 30th June, 1863.

I have the honor to be, sir,

Your most obedient servant,

JOSEPH JONES,
Coroner for the District of Montreal.

To E. Parent, Esquire,
Assistant Provincial Secretary, &c., &c., &c.,
Quebec.

- 1860—August 6th, Christopher Jones, debility. Interment, \$7; carter, 50c.
 “ —August 27th, Catharine Reddy, visitation of God. Interment, \$6; carter, 50c.
 “ —September 3rd, Ellen Mullally, visitation of God. Interment, \$6.
 “ —September 23rd, John McGee, delirium tremens. Carter, 50c.
 “ —November 15th, Sarah MacManus, visitation of God.
 1861—April 25th, Antoine Martelle, killed by a lunatic.
 “ —April 26th, interment, \$6; constable, \$1; clerk of court, \$6; carter, \$2.75; Surgeon Pierre Beaubien, \$20.
 “ —May 24th, Pierre Frappi, visitation of God. Interment, \$6; constable, \$1; carter, \$1; Surgeon Pierre Beaubien, \$14.
 “ —June 17th, Andrew Shadd, visitation of God. Interment, \$7; carter, 75c.
 “ —June 26th, Thomas Mahon, visitation of God. Interment, \$7; constable, \$1; Surgeon Pierre Beaubien, \$14.
 “ —August 3rd, Vincent Labelle, visitation of God. Interment, \$6; carter, \$1.
 “ —August 5th, Peter Foster, rupture of blood-vessel. Interment, \$6; constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$14.
 “ —August 13th, Ann Horner (child), still-born. Interment, \$6; carter, \$1.
 “ —September 10th, Thomas Lamothe, visitation of God. Carter, 75c.
 “ —September 16th, James Duffy, visitation of God. Carter, 75c.
 “ —September 24th, James Burns, visitation of God. Interment, \$6; carter, \$1.
 “ —October 14th, Bridget Sturgeon, apoplexy. Interment, \$7; constable, \$1; carter, 25c.; Surgeon Pierre Beaubien, \$14.

- 1861—October 28th, Edouard Lefebvre, compression of the brain. Constable, \$1; carter, 25c.; Surgeon Pierre Beaubien, \$4.67.
- “ —November 20th, Antoine Rodier, visitation of God. Carter, \$1.
- 1862—April 19th, Allan McLennan, visitation of God. Constable, \$1; carter, \$1.04; Surgeon Pierre Beaubien, \$14.
- “ —May 6th, David Beaucage, epilepsy. Constable, \$1; interment, \$6; clerk of court, \$3; Surgeon Pierre Beaubien, \$14.
- “ —July 3rd, Mary Daly, visitation of God. Interment, \$6; constable, \$1; carter, 62½c.
- “ —July 8th, François Denis, accidental death. Interment, \$6; clerk of court, \$3; constable, \$1; carter, 30c.; Surgeon Pierre Beaubien, \$4.67.
- “ —August 5th, John Walsh, apoplexy. Constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —September 23rd, Hugh McGuire, apoplexy. Interment, \$6; constable, \$1; Surgeon Pierre Beaubien, \$4.67.
- “ —October 3rd, Margaret McKenna, visitation of God. Interment, \$6; constable, \$1; carter, 50c.; Surgeon Pierre Beaubien, \$4.67.
- “ —October 9th, James Lane, visitation of God. Interment, \$6; constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —October 14th, Mary Ann Connors, visitation of God. Interment, \$6; constable, \$1; carter, 75c.
- “ —November 3rd, Mary McMahon, visitation of God. Interment, \$6; constable, \$1; carter, 25c.
- “ —November 25th, Joseph Fogarty, suicide. Constable, \$1; carter, 25c.; clerk of court, \$3; Surgeon Pierre Beaubien, \$4.67.
- 1863—January 2nd, George Duffield, epilepsy. Constable, \$1; carter, 50c.; clerk of court, \$3.
- “ —January 2nd, Mary Mack, suicide. Clerk of court, \$3; constable, \$1; carter, 75c.
- “ —February 17th, Louis Sauriale, visitation of God. Constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —February 18th, Alexis Jourdain, visitation of God. Constable, \$1; carter, 80c.; Surgeon Pierre Beaubien, \$4.67.
- “ —March 2nd, Ichabod Mattock, visitation of God. Constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —March 16th, Angelo Lahaye, visitation of God. Interment, \$6; constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —April 6th, Mary Ryan, visitation of God. Interment, \$6; constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —April 6th, Mary Murphy, visitation of God. Interment, \$6; constable, \$1; carter, 45c.; Surgeon Pierre Beaubien, \$4.67.
- “ —April 22nd, Margaret Carroll, visitation of God. Interment, \$6; constable, \$1; carter, 75c.; Surgeon Pierre Beaubien, \$4.67.
- “ —May 13th, Johannah McCarthy, visitation of God. Interment, \$6; constable, \$1; carter, 50c.; Surgeon Pierre Beaubien, \$4.67.
- “ —May 20th, Sarah McGuirk, visitation of God. Interment, \$7; constable, \$1; carter, 65c.
- “ —May 25th, John Crowe, visitation of God. Interment, \$6; constable, \$1; carter, 25c.; Surgeon Pierre Beaubien, \$4.67.
- “ —June 22nd, James Ross, visitation of God. Interment, \$6; constable, \$1.
- “ —June 22nd, Joseph Girard, visitation of God. Interment, \$6; constable, \$1; carter, 80c.

—

Recapitulation.

Inquests, 43.

Internal examinations, or autopsies, 7.

External examinations, 16.

Fees paid to Surgeon Pierre Beaubien for autopsies, \$104.

Fees paid to Surgeon Pierre Beaubien for external examinations, \$74.72.

Fees paid to coroner, \$248.

Gross expenses attending 43 inquests, \$862.85.

In addition to the foregoing 43 inquests, several children died in the jail, upon the bodies of which no inquests were held, in consequence of the deceased not being prisoners.

Errors excepted.

JOSEPH JONES
Coroner.

Montreal, 17th September, 1863.

SHERIFF'S OFFICE,

Montreal, 18th September, 1863.

SIR,—I have the honor to acknowledge the receipt of a Resolution of the Legislative Assembly, under date of the 14th instant, calling upon me to furnish such information as I may be able to afford with reference to the number of deaths in the Montreal Gaol within the last three years, and on the other subjects referred to in the said Resolution.

The only information which I can furnish is as to the number of deaths in the Montreal Gaol, as above mentioned, and the annual reports or returns made by the Gaoler; and I have accordingly the honor to enclose documents affording that information, and would call particular attention to the letter of the Gaoler, appended to his Return.

The reports or returns made by the Gaoler, annually, were only commenced two years ago, under a Regulation of the Board of Prison Inspectors, and consequently can only be furnished for that period. The remainder of the information, I understand, is about to be furnished by the Coroner, who has received a similar communication.

I have the honor to be, sir,

Your most obedient servant,

A. M. DELISLE,

Sheriff.

Etienne Parent, Esq., Assistant Secretary, &c., &c.,
Quebec.

[Copy,]

Annual Return of the State of the Gaol at the City of Montreal during the year 1861.

Ques. 1. State the total number of male prisoners, over sixteen years of age, received in the prison during the year?—Ans. Total number of male prisoners during the year is 2,117.

Ques. 2. State the total number of female prisoners, over sixteen years of age, received in the prison during the year?—Ans. Total number of females is 1,182, over sixteen.

Ques. 3. State the total number of male prisoners, under sixteen years of age, received in the prison during the year?—Ans. Male prisoners, under sixteen, 109.

Ques. 4. State the total number of female prisoners, under sixteen years of age, received in the prison during the year?—Ans. Female prisoners committed, under sixteen, 28.—Total, 3,436.

Ques. 5. State the greatest number of prisoners in the Gaol at one time?—Ans. The greatest number of prisoners at one time, 346.

Ques. 6. State the number of prisoners committed to prison for the first time during the year?—Ans. The number committed for the first time, 1,252.

Ques. 7. State the number of prisoners (if any) who escaped during the year?—Ans. No escape has been effected from the Gaol during the year; nor has there been any escape during the last twenty years. One prisoner, James Campbell, made his escape from the

hands of the Gaoler when conveying him to the Court House, but was recaptured and is now in custody.

Ques. 8. State the number of insane persons (if any) received into the Gaol during the year?—*Ans.* There were nine insane persons in Gaol at the commencement of the year.

Ques. 9. State the number of prisoners (if any) who have become insane while confined in prison?—*Ans.* There has not been a case of insanity originating in the Gaol, during the year, and fifty-six have been committed, fourteen of whom are still in custody.

Ques. 10. State the total number of deaths (if any) in the prison during the year?—*Ans.* The total number of deaths is fifteen. Of this number, one was a child, not committed; one died within a few hours after being received; one, an aged man and a lunatic, was unfortunately killed by another insane person, which reduces the number of deaths of the usual character to twelve, or about one in twenty-seven, besides one legal execution.

Ques. 11. State the number of suicides (if any) in the prison during the year?—*Ans.* No case of suicide has occurred in the Gaol during the year, and there has not been a case of the kind during the time I have been in charge of the Gaol.

Ques. 12. State the total revenue (if any) derived from the labor of the prisoners during the year?—*Ans.* The total revenue derived from the labor of the prisoners during the year is \$1,078.81. There is also received, from the Corporation of the City of Montreal, the sum of \$2,400 on account of the expenses of the Gaol Guard, which expenses are included in the amount mentioned in the following answer.

Ques. 13. State the actual cost of the prison during the year?—*Ans.* The total cost of the prison during the year, including the salaries of the Gaoler, Physician, Superintendent of House of Correction and Matron, is \$21,208.23.

(Signed,)

“

JOHN BOSTON,
Sheriff.
THOMAS MCGINN,
Gaoler.

The Gaol of the District of Montreal.

Ques. 1. Has the Gaol clothing, prescribed by Rule 16, been supplied to the prisoners?—*Ans.* The dresses for the prisoners are not strictly in accordance with the rule laid down by the Board, more especially as regards colour. The pattern is nearly the same. The female convicts have not been obliged to wear caps as in the Penitentiary, because, owing to the extreme shortness of their sentence, they have not been subject to the cutting off of the hair.

Ques. 2. Is there a Matron presiding over the female department of your prison? If not, is there a female attendant for the female prisoners when there are any?—*Ans.* There is a Matron and an Assistant Matron, by whom the females are almost exclusively attended.

Ques. 3. Has the dietary, prescribed by Rule 17, been adopted in the prison?—*Ans.* The dietary has not been altered in this Gaol, for the reasons which I have already explained in previous communications, and inasmuch as I am still waiting for further instructions of a positive character, before incurring the very considerable expense necessary in case of a change to the improved dietary, which would in all probability induce a large additional number of prisoners to seek an asylum there, for the sake of the food.

Ques. 4. Have the regulations respecting the internal routine of the prison, which you have the authority to make, been framed by you?

Ques. 5. Are the rules, specified in the eleventh paragraph of the circulars of the 31st July last, printed and hung in the prisoners' cells?

Ans. to 4 and 5. Pending the decision of the Government respecting the dietary, which must considerably affect the regulations respecting the internal routine of the Gaol, such regulations are not completed; and, for the same reason, the rules referred to are not printed and hung up in the prisoners' cells.

Ques. 6. Have the rules generally been carried out, as far as the circumstances of the Jail will permit?—*Ans.* Keeping in view the construction of the building, the crowded

state of the wards, the quality of the prisoners, the shortness of the sentences, and the means at our disposal, the rules are, on the whole, generally enforced.

(Copy.)

ANSWERS to Questions in the Annual Return of the state of the Montreal Gaol, for the year 1862.

1. The total number of males, over 16 years of age, received into the gaol during the year, was 2,408.

2. The total number of females, over 16 years of age, was 1,447.

3. Total number of males, under 16, was 96.

4. Total number of females, under 16, was 23.

5. The greatest number of prisoners in custody on any one day, was 381.

6. By the commitments, it would appear that 2,448 persons were committed to the gaol for the first time, inasmuch as commitments for that number of persons, bearing different names, have been received. But this apparently accurate statement would give a very erroneous and greatly exaggerated view of the actual state of the case, very many of the above number have been committed three or four times, under different names, and although appearing on the books of the gaol as first commitments, are known to the officers as old offenders.

7. No escapes have taken place during twenty-two years.

8. Thirty-nine insane prisoners have been received into the gaol during the year, viz: 20 males and 19 females, and there still remain in the gaol, 10 male and 11 female lunatics. These numbers, however, do not include cases of delirium tremens, of which a far greater number have been committed to the gaol.

9. One person only, Thomas Connor, of H. M. 16th Regt., has become insane while in custody. His case was specially reported to the Government, and in consequence he has been removed to the Asylum at St. Johns.

10. The number of deaths in gaol during the year, considering its fearfully crowded state, and the quality of the prisoners, is small, viz: 12, nine of whom were males, and three females. One of the deaths above stated was a legal execution, and one accidental, viz: Francois Denis.

11. There has been one case of suicide, the first that has occurred in the gaol, viz: Joseph Fogarty, who hanged himself with his waist belt, while laboring under an attack of delirium tremens, on the 24th November last.

12. Scarcely any revenue is derived from convict labor. The state of the prisoners sentenced to the gaol, the duration of the sentences usually passed upon them, and the kinds of labor for which only they are qualified, viz: stone-breaking and oakum-picking, for each of which there is only one purchaser, all tend to make the earnings almost nominal. The precise amount earned cannot now be stated as the large quantity of stone broken during the year still remains on hand unsold, and it is not certain when, or for what price, it will be disposed of, the City Corporation being the only purchaser.

Assuming the quantity broken to be 5000 loads, and the profit upon each load to be seventeen cents, which it would be, if sold at the usual price, the profits would be \$850. The amount returned as net profits of the house of correction during the year is \$253.74. A sum of \$1000 was received at the beginning of the year by the late sheriff, from the Corporation of the City of Montreal, for broken stone, and a balance is still due by them.

13. The entire cost of the gaol for the year 1862 is \$26594.73, viz:

Usual charges of gaol	21,103.17
Salaries of Gaoler and Physician	2,000.00
Salaries of Superintendent, Matron and Assistant Matron of House of Correction	960.00
Annual purchase of clothing, bedding, &c., as per approved estimates	2531.56

\$26,594.73

Remarks and suggestions by the Keeper of the Gaol.

I feel satisfied by further experience of the correctness of the views I have already often expressed, and am convinced more strongly than ever, that nothing deserving the name of reform, as regards the internal order and discipline of this Gaol can be accomplished, until by legislative enactment the different courts, especially the Recorder's and Police Courts, are empowered and required, in cases of vagrancy, to inflict the full penalty of the law (at present limited to two months) upon every person brought up a second time within the year, and further, upon every repetition of the offence to double the period of imprisonment until the term has reached two years. I feel convinced that until something is done in this direction, the best system of rules and regulations, and the most efficient prison staff will utterly fail to bring the condition of this Gaol to even a moderate state of good order and discipline. I have for many years urged this view of the case in my frequent reports, and still feel that I cannot too urgently reiterate it.

Some special provision for the children of vagrants becomes every year a matter of greater necessity. Scores of children, varying in age up to twelve or thirteen years, are brought into Gaol with their vagrant parents, and are thus familiarized from their earliest recollections with an institution, the very name of which should be a terror to them. Not so with them, however, it is their happiest, if not their only home. To leave such children with their parents is a foul wrong. The children cannot fail to become pests, and most expensive pests to society, and the gaol is virtually converted into a vast preserve where young children are protected, fed, clothed, and trained up to become adepts in every species of vice, and furnished ample and expensive employment for Criminal Courts and Juvenile Reformatories. This evil must be reached at its source; the noxious weed must be nipped in the bud. The child must be separated from parents who would only train it up to vice, and that too, at the public cost. As we pull down a worthless shed or stable to stop the conflagration that otherwise would destroy valuable property, so must the family tie, sacred though it be, be promptly severed, when it becomes quite manifest that any other course could only result in evil to all concerned, while the prompt removal of such children from demoralizing influences would be, on the part of society, a defensive measure, for its own protection, it would, at the same time, confer inestimable benefits upon these scions of crime, by lopping them off from the dreadful example and influence of bad parents, and placing them under influences calculated to fit them for an honorable position in life; thus, in reality, making them the greatest gainers by the process.

The juveniles of both sexes thus taken from their vagrant parents, could be much more economically provided for than at present, by handing over the Catholics to their church, and the Protestants to some institution jointly recognized by Protestants, and paying a small amount for their care and education, till they could be apprenticed out to some suitable business.

Remarks and suggestions by the Sheriff.

The remarks of Mr. McGinn, the Gaoler, are so full as to leave me little room for further observations. I would, however, particularly call attention to that part of his remarks with reference to the inadequacy of the law regulating the punishment of vagrants, which, under the present system, entirely neutralizes the best efforts to reclaim that unfortunate class of offenders. The Gaol, moreover, from the very limited space it affords, precludes all possibility of any thing like the classification of prisoners; and renders, I may fairly add, every attempt in that direction all but fruitless.

The remarks of Mr. McGinn, with reference to the children of vagrants, I fully endorse, and I regret extremely to be obliged to say that, what with the insufficiency of the Gaol, on the one hand, and the defective state of the law with regard to punishments, on the other, any thing like reform is not only impossible, but on the contrary, the prison is rendered under existing circumstances a most prolific source of crime in adults, but more particularly of juvenile delinquency.

Of late the Gaol has been used for the confinement of lunatics preparatory to their being sent to the Asylum at Beauport. One whole ward has, therefore, been employed for that purpose for male lunatics, but as no room can be spared for the exclusive use of female lunatics, it follows that they have to be confined with the other female prisoners.

Some of these lunatics are very violent and dangerous, and the lives of the sane prisoners confined with them cannot really be considered safe under the present defective system, which I consider is attended with eminent risk.

Representations upon these important subjects have repeatedly been made, and it is to be hoped that the Government may be able to give these growing evils the earliest possible attention.

RETURN of Deaths of Prisoners and others in the Common Jail for the District of Montreal, for and during the three years next preceding the 14th day of September, 1863.

Date of Decease.	Names of the Deceased.	Date of Decease.	Names of the Deceased.
September 23, 1860.....	John McGee.	October 14, 1862.....	Mary Ann Connor.
November 15, ".....	Sarah McManus.	November 3, ".....	Mary McMuhon.
January 11, 1861.....	Michael Murphy.	November 24, ".....	Joseph Fogarty.
January 22, ".....	Patrick Flanagan.	December 31, ".....	George Duffield.
March 6, ".....	Alfred Brock.	January 1, 1863.....	Mary Mack.
April 25, ".....	Antoine Nantelle.	February 16, ".....	Louis Sauriale.
May 23, ".....	Pierre Frappi.	February 18, ".....	Alexis Jourdain.
June 16, ".....	Andrew Shadd.	February 22, ".....	Mathew Raffle.
June 25, ".....	Thomas Mahon.	February 23, ".....	Ichabod Mattocks.
August 2, ".....	Vincent Labelle.	March 15, ".....	Angelle Lahaye.
August 4, ".....	Peter Foster.	April 3, ".....	Mary Ryan.
August 13, ".....	Ann Horner.	April 6, ".....	Mary Murphy.
September 10, ".....	Thomas Lamothe.	April 22, ".....	Margaret Carroll.
September 16, ".....	James Duffy.	May 12, ".....	Johannab McCarthy.
September 23, ".....	James Burns.	May 20, ".....	Sarah McGuirk.
October 12, ".....	Bridget Sturgeon.	May 25, ".....	John Crowe.
October 26, ".....	Edouard Lefebvre.	June 21, ".....	Louis Ross.
November 19, ".....	Antoine Rodier.	June 21, ".....	Julie Girard's child.
April 18, 1862.....	Allan McLennan.	July 4, ".....	Mary Ritchie.
May 6, ".....	David Beaucage.	July 5, ".....	Adelaide Moyon.
July 2, ".....	Mary Daly.	July 17, ".....	George Weeks.
July 8, ".....	Francois Denis.	July 17, ".....	Francois Benoit.
August 5, ".....	John Walsh.	July 28, ".....	Mary A. Dice.
September 23, ".....	Hugh McGuire.	August 9, ".....	Margaret McKenna.
October 1, ".....	Margaret McKenna.	August 17, ".....	Julia Walker.
October 3, ".....	James Lane.	August 27, ".....	Catherine Griffin.
October 12, ".....	Winnefred Maloney's child.	September 9, ".....	Cornelius Carroll.
		September 12, ".....	Shepherd Burchell.

MONTREAL JAIL, 17th September, 1863.

SIR,—The foregoing return comprises all the deaths that have occurred in this jail during the three years preceding the 14th instant. Numerically, it will be found to differ from the return of inquests held by the Coroner, inasmuch as it includes the deaths of children born in the jail or brought in by their parents without commitment, and therefore not prisoners. And although the fact of their death was, in every instance, duly reported to the coroner,—who gave his order for their interment,—that officer did not deem it necessary to incur the expense of an inquest in such cases.

The whole number of deaths in the three years is 55, and of this number 24 have died since the commencement of the present year. This very large, and I may add unprecedented, mortality would naturally lead to the conclusion that the jail, if not visited by an epidemic, has become less healthy than heretofore; but this is not so. With the exception of itch—that is constantly brought into the prison—there has been no contagious disease. With the exception of the children, the other deaths have been, for the most part, the result of a long course of dissipation—the parties having been habitual inmates of the jail for years, during which they have been generally in the doctor's hands during each short period to which they have been successively sentenced. It is rather by a singular coincidence that so many creatures, broken down with disease and debauchery, should, in

the same year, finish their sad career in the jail; but it is to this, and not to any cause within the building, that the mortality has been so very large.

I have the honor to be, sir,

Your most obedient servant,

(Signed,) THOMAS MCGINN,
Jailer.

A. M. Delisle, Esq., Sheriff.

FINANCE DEPARTMENT,

Quebec, 19th September, 1863.

SIR,—With reference to the Address of the Honorable Legislative Assembly, of 14th instant, requiring certain information respecting the Montreal Gaol, &c., I have the honor to inform you that this Department can furnish no further information beyond what can be procured from the Sheriff and Coroner of Montreal.

I have the honor to be, sir,

Your obedient servant,

(Signed,) WM. DICKINSON,
D. I. G.

The Honorable Provincial Secretary,
Quebec.

(No. 34.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 1st September, 1863, for "Copies of Documents respecting appointment or dismissal of Justices of the Peace for the District of Beauharnois."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 21st September, 1863.

(No. 35.)

RETURN to an Address from the Honorable the Legislative Assembly, dated 14th September, 1863, for "Information respecting Montreal Turnpike Roads, during the years 1860, 1861 and 1862."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 21st September, 1863.

(No. 36.)

RETURN to an Address from the Honorable the Legislative Assembly, dated 16th April, 1863, for "Copies of all Correspondence, Orders in Council, and other Documents and Papers relative to the application of Mr. D. K. Feehan for a contract for the performance of Mail Service on Lakes Huron and Superior."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 18th September, 1863.

(No. 37.)

RETURN to an Address from the Honorable the Legislative Assembly to His Excellency the Governor General, dated 29th April, 1863, for "a Return from the Registrars of the several Counties and Ridings in Upper Canada, giving certified copies of all the Lists of Marriages fyled in their respective Offices for the year ended 31st December last."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 23rd September, 1863.

(No. 38.)

RETURN to an Address from the Honorable the Legislative Assembly, dated 10th September, 1863, for "Copies of all Petitions or Requests for remission, in whole or in part, of the debts due by borrowers under the Quebec Fire "Loan Act."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 23rd September, 1863.

(No. 39.)

RETURN to an Address from the Honorable the Legislative Assembly, dated 17th September, 1863, for "Information respecting sums paid to Agricultural "Societies in Lower Canada."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 23rd September, 1863.

(No. 40.)

RETURN to an Address from the Honorable the Legislative Assembly, dated 15th April last, for “Copies of all letters between the Customs Department or
“ any of its officers, or the Commissioners of Ports, and any of the officers
“ of the Port of London, relative to certain charges against the Collector
“ of the said Port;—also, a Copy of the decision of the Customs Depart-
“ ment relative to such charges, and the causes which led to the removal of
“ any of the officers of the said Port, either from the Public Service or to
“ other Ports.”

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 23rd September, 1863.

(No. 41.)

RETURN to an Address from the Honorable the Legislative Assembly, dated respectively 9th and 10th September, 1863, for “Information respecting
“ Emigration,—and for copies of papers relative to means of providing for
“ or employing Emigrants.”

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 25th September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the
above Returns are not printed.]

(No. 42.)

RETURN to an Address from the Honorable the Legislative Assembly to His Excellency the Governor General, dated 17th instant, praying His Excellency to cause to be laid before the House, "Copies of all Correspondence had with, or which may have passed between the Government or any member thereof, or with any person whatever, relative to the candidature of Mr. Sheriff Snider at the late Electoral contest for the County of Grey, together with copies of all telegrams relative to the said subject;—also, copies of all letters and telegrams between Mr. Joseph Manghan and the Government, or any member thereof, relative to the appointment of the said Manghan to the Shrievalty vacated by the said Snider;—and also, for copies of all correspondence between George Jackson, late Crown Land Agent in the County of Grey, relative to the appointment of Mr. William Jackson as Agent, prior to the General Election of 1854, or with any other person, relative to the resignation of Mr. George Jackson, and the appointment of Mr. William Jackson."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 28th September, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

(No. 43.)

RETURN to an Address from the Honorable the Legislative Assembly to His Excellency the Governor General, dated 1st instant, for "Information relative to despatching the Montreal Harbor Dredging Machine to Rivers L'Assomption and Terrebonne, during the late Election."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 28th September, 1863.

(No. 44.)

RETURN to an Address from the Honorable the Legislative Assembly to His Excellency the Governor General, dated 14th September, 1863, for "Statement of Expenses of certain Commissions."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 8th September, 1863.

R E T U R N

(In whole) To an Address of the Honorable the Legislative Assembly,
dated 1st September, 1863, for "Information respecting Free
"Grants of Land on Colonization Roads."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 7th October, 1863.

RETURN of the number of Locations on Colonization Roads in Upper Canada, in each year since 1852.

Year.	Locations.	Year.	Locations.	Year.	Locations.	Year.	Locations.
1853.....	0	1856.....	332	1859.....	364	1862.....	192
1854.....	125	1857.....	366	1860.....	231	1863.....	69
1855.....	43	1858.....	362	1861.....	332		

(Signed) ANDREW RUSSELL,
Assistant Commissioner.

Department of Crown Lands,
Quebec, 6th October, 1863.

RETURN of Free Grant Patents issued for Lands on the Colonization Roads of Upper Canada since the year 1852.

DURHAM ROAD.		TORONTO AND SYDENHAM ROAD.	
Year.	No. of Free Grant Patents issued.	Year.	No. of Free Grant Patents issued.
1853.....	153	1853.....	66
1854.....	190	1854.....	393
1855.....	155	1855.....	148
1856.....	232	1856.....	15
1857.....	105	1857.....	11
1858.....	52	1858.....	6
1859.....	45	1859.....	16
1860.....	9	1860.....	1
1861.....	21	1861.....	7
1862.....	22	1862.....	4
1863.....	4	1863.....	1
	988		668

GARRAFRANA ROAD.		BOBCAYGEON ROAD.	
Year.	No. of Free Grant Patents issued.	Year.	No. of Free Grant Patents issued.
1853.....	77	1853.....	None.
1854.....	63	1854.....	"
1855.....	64	1855.....	"
1856.....	107	1856.....	"
1857.....	13	1857.....	"
1858.....	50	1858.....	"
1859.....	41	1859.....	"
1860.....	19	1860.....	"
1861.....	10	1861.....	"
1862.....	23	1862.....	"
1863.....	7	1863.....	63
	574		63

RETURN of Free Grant Patents issued for Lands on the Colonization Roads of Upper Canada since the year 1852.—(Continued.)

ADDINGTON ROAD.		HASTINGS ROAD.	
Year.	No. of Free Grant Patents issued.	Year.	No. of Free Grant Patents issued.
1853.....	None.	1853.....	None.
1854.....	"	1854.....	"
1855.....	"	1855.....	"
1856.....	"	1856.....	"
1857.....	"	1857.....	"
1858.....	"	1858.....	"
1859.....	"	1859.....	"
1860.....	"	1860.....	"
1861.....	5	1861.....	18
1862.....	9	1862.....	None.
1863.....	12	1863.....	3
	—		21
	26		

OTTAWA AND OPEONGO ROAD.		RECAPITULATION.	
Year.	No. of Free Grant Patents issued.	Name of Road.	No. of Free Grant Patents issued.
1853.....	None.	Durham Road.....	988
1854.....	"	Toronto and Sydenham Road.....	668
1855.....	"	Garrafraxa Road.....	474
1856.....	"	Bobcaygeon Road.....	63
1857.....	"	Addington Road.....	26
1858.....	"	Hastings Road.....	21
1859.....	"	Ottawa and Opeongo Road.....	5
1860.....	"		
1861.....	4	Total	2245
1862.....	None.		
1863.....	1		
	—		
	5		

ANDREW RUSSELL,
(Signed,) Assistant Commissioner.

Department of Crown Lands,
Quebec, 6th October, 1863.

(No. 46.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 3rd September, 1863, for "Papers relative to dismissal of Captain Anderson
" from Quebec Volunteer Cavalry."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 30th September, 1863.

(No. 47.)

RETURN to an Address from the Honorable the Legislative Assembly to His
" Excellency the Governor General, dated 14th ultimo, for "a detailed State-
" ment of the amount of Money received by the Collector of Inland Revenue
" for the County of Oxford, as duty on Tavern Licenses, for the years 1861
" and 1862 respectively,—shewing the date at which the several sums were
" received by him, the persons from whom he received them, and the date at
" which the said sums were paid over to the Government."

By Command.

A. J. FERGUSSON BLAIR,

Secretary.

Secretary's Office,
Quebec, 5th October, 1863.

RETURN

FROM THE

CLERK OF THE CROWN IN CHANCERY,

PREPARED FROM THE RECORDS OF THE

Elections to the Legislative Council and Legislative Assembly,

SHEWING THE AGGREGATE

NUMBER OF VOTES POLLED FOR EACH CANDIDATE.

RAPPORT

DU

GREFFIER DE LA COURONNE EN CHANCELLERIE,

TIRÉ DES ARCHIVES DES

Elections au Conseil Législatif et de l'Assemblée Législative,

INDIQUANT LE NOMBRE COLLECTIF DES

VOTES INSCRITS EN FAVEUR DE CHAQUE CANDIDAT.

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 Printed by Order of the Legislative Assembly.  
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QUEBEC:

PRINTED BY HUNTER, ROSE & CO., ST. URSULE STREET.

A RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, showing the aggregate number of Votes polled for each Candidate in each Parish, Township, Village or Division contained in each Electoral Division, and in which there has been a contest in the years 1856, 1858, 1860 and 1862, with the number polled in each such Division, and the number of Voters on the Voters' Lists of the same respectively, and the population in each Constituency, according to the late Census; as called for by an Order of the Honorable the Legislative Council of the 13th October, 1863.

The Returns for the Uncontested Elections are also included.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, indiquant le nombre collectif des votes inscrits en faveur de chaque candidat dans chaque paroisse, township, village ou subdivision de chaque collège électoral où il y a eu contestation dans les années 1856, 1858, 1860 et 1862; indiquant le nombre de votes enregistrés dans chaque collège, le nombre d'électeurs inscrits sur les listes électorales, la population de chaque collège d'après le dernier recensement; tel que demandé par ordre de l'honorable Conseil Législatif du 13 octobre 1863.

Le rapport des élections non contestées est aussi compris.

1856.

Electoral Division of Collège Electoral de	Subdivisions: Subdivisions.	Candidates. Candidats.	Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electoriales.	Census, 1861. Recensement, 1861.	Remarks. Observations.
TRENT. Limits—Circumscription. The County of Peterboro', North Riding of Hast- ings, and the County of Lennox.	County of Peterborough.—Comté de Peterborough.					
	Asphodel	120	141	261	2911	
	Balmont and Methuen	13	35	38	689	
	Dummer	8	157	165	2103	
	Douro	126	81	206	2519	
	Otonabee	57	453	510	4261	
	Smith	28	275	303	3795	
	Thamesoro	67	96	93	863	
	Managthan	10	132	142	1281	
	Peterborough	92	258	350	3979	
	North Riding of Hastings.—Division Nord d'Hastings.					
	Rawden	351	112	463	3591	
	Huntingdon	228	98	326	2017	
Madoc, Tudor, and Lake	392	21	323	5747		
Hangerford	315	51	366	4554		
Marmora and Lake	165		165	1499		
County of Lennox.—Comté de Lennox.						
Adolphustown	65	37	102	801		
Fredericksburg	221	102	326	3376		
Richmond	145	143	288	3450		
Napanee	97	59	156	1773		
Majority for the Honorable EDWARD MURNEY..... 238. Majorité en faveur de l'honorable EDWARD MURNEY 238.		2412	2174	4586	49911	

A RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections, etc.—Suite.

1856.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.	Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on 1861 Lists. Nombre d'Electeurs sur les Listes Electoriales.	Census, 1861.	Remarks. Observations.
WELLINGTON. Limits.—Circumscription. The County of Richmond; Winslow and Whitton Town of Sherbrooke; Courville and Stratford Towns of Wolfe, Compton, Newport, Dolton, Chesham and Clifton part of the County of Clifton Drummond not included in the Division of De la Baton Vallière.	Compton	SMITH, 33	272	3013		Newport and Auckland.
	Dunswell and Stoke	WEBB, 23	95	727		
Le Comté de Richmond; Le Simpson Ville de Sherbrooke; Les Bury of Westbury, Hamden and Marston Comtés de Wolfe, Compton, Westport ton et Stannard; et cette partie du Comté de Drummond qui n'est pas com- prise dans le Collège de La Vallière.	Wotton	SMITH, 72	187	1533		Newport and Auckland.
	Italey	WEBB, 5	255	2273		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Wolfe	SMITH, 241	230	1936		Newport and Auckland.
	Whitton	WEBB, 40	72	688		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Chesham	SMITH, 34	19	403		Newport and Auckland.
	Clifton	WEBB, 17	38	1108		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Drummond	SMITH, 24	3	514		Newport and Auckland.
	De la Baton	WEBB, 31	91	1039		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Shipton	SMITH, 89	109	1803		Newport and Auckland.
	Weston	WEBB, 161	101	2132		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Wickham	SMITH, 45	49	800		Newport and Auckland.
	Wolfe	WEBB, 2	7	271		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Westport	SMITH, 36	91	1192		Newport and Auckland.
	Marston	WEBB, 25	16	1472		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Hamden	SMITH, 58	47	1167		Newport and Auckland.
	Marston	WEBB, 16	9	823		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Stannard	SMITH, 9	42	306		Newport and Auckland.
	Clifton	WEBB, 97	277	4847		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Stannard	SMITH, 11	53	564		Newport and Auckland.
	Clifton	WEBB, 71	12	856		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Stannard	SMITH, 294	60	3798		Newport and Auckland.
	Clifton	WEBB, 12	148	1916		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Stannard	SMITH, 120	69	2403		Newport and Auckland.
	Clifton	WEBB, 192	93	3152		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Stannard	SMITH, 30	22	1864		Newport and Auckland.
	Clifton	WEBB, 410	88	5899		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.			4448	48781		

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.	Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on 1861 Lists. Nombre d'Electeurs sur les Listes Electoriales.	Census, 1861.	Remarks. Observations.
SAUGEEN. Limits.—Circumscription. The Counties of Bruce and Grey, and the North Rid- ing of Simcoe. Comtés de Bruce et Grey, et Division Nord de Simcoe.	Barrie	PATTON, 106	59	2134		Newport and Auckland.
	Ries	MCNUR- RICH, 37	26	959		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Melton	PATTON, 74	55	1638		Newport and Auckland.
	Nottingham	MCNUR- RICH, 78	186	3890		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Oro	PATTON, 138	5	3036		Newport and Auckland.
	Orillia and Matchedash.	MCNUR- RICH, 60	48	1394		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Tiny and Tav.	PATTON, 77	19	1901		Newport and Auckland.
	Vespra and Sarnia	MCNUR- RICH, 44	55	2081		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Artemesia	PATTON, 55	47	2575		Newport and Auckland.
	Bentick	MCNUR- RICH, 74	89	5331		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Collingwood	PATTON, 44	15	1492		Newport and Auckland.
	Dorley	MCNUR- RICH, 46	21	1243		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Egremont	PATTON, 75	7	2944		Newport and Auckland.
	Euphrasia	MCNUR- RICH, 36	66	1472		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Holland	PATTON, 97	73	3066		Newport and Auckland.
	Melanchton and Preston.	MCNUR- RICH, 24	26	2317		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Normanby	PATTON, 13	68	2509		Newport and Auckland.
	Osprey	MCNUR- RICH, 2	8	3063		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	St. Vincent	PATTON, 94	30	2201		Newport and Auckland.
	Sullivan	MCNUR- RICH, 22	26	2993		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Sydenham	PATTON, 187	90	1736		Newport and Auckland.
	Aratt	MCNUR- RICH, 46	9	3021		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Bruce	PATTON, 9	1	2551		Newport and Auckland.
	Brant	MCNUR- RICH, 2	103	2250		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Culross	PATTON, 2	1	3123		Newport and Auckland.
	Carrick	MCNUR- RICH, 8	8	2266		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Eldersley	PATTON, 6	9	3163		Newport and Auckland.
	Greenock	MCNUR- RICH, 19	9	1774		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Harob.	PATTON, 15	11	1847		Newport and Auckland.
	Kinloss	MCNUR- RICH, 1	21	2429		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	Kincardine	PATTON, 1	24	1842		Newport and Auckland.
	Saugeen	MCNUR- RICH, 57	24	2906		
Majority for the Honorable HOLLIS SMITH, 726. Majorité en faveur de l'hon. HOLLIS SMITH, 726.	North Riding	PATTON, 11	30	1590		Newport and Auckland.
	Majority for the Hon. JAMES PATTON, 243. Majorité en faveur de l'hon. JAS. PATTON, 243.	MCNUR- RICH, 1712	1158	4339	77642	

The Honorable ELZEAR HENRI JUCHEREAU DUCHESNAY, returned by acclamation.
L'honorable ELZEAR HENRI JUCHEREAU DUCHESNAY, élu par acclamation.

LAUZON.
Limits.—Circumscription.
Counties of Dorchester and
Beauce, and part of the
County of Lévis.
Comtés de Dorchester et
Beauce, et partie du
Comté de Lévis.

A RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections, etc.—Suite.

1856.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.		Total No. of Votes polled. Nombre total des Votés inscrits.	No. Voters on Voters' Lists Nombre d'Electeurs sur les listes Electoraux.	Census, 1851.	Remarks. Observations.
		PRINCE.	HARRIS.				
WESTERN. Limits.—Circumscription. Counties of Essex and Kent. Comtés d'Essex et Kent.	Town of Amherstburg	119	49	182	2360		
	Township of Anderton	39	44	147	1503		
	do Colchester	168	26	256	2656		
	do Gosfield	168	50	271	2856		
	do Malden	66	23	157	1588		
	do Madstone	78	8	203	1652		
	do Wexon	118	62	223	2143		
	do Rochester	63	2	152	2149		
	do Tilbury West	42	12	120	1190		
	do Sandwich	328	6	600	4949		East and West
	Village of Windsor	45	24	98	988		Town of Sandwich
	Town of Chatham	110	74	274	2501		
	Townships of Camden and Zeno	17	145	214	4466		
	Township of Chatham	93	87	199	2744		Camden & Gore.
	do Dover, East and West	38	46	180	1159		Zone.
do Harwich	107	191	345	3885		Chatham & Gore.	
do Howard	117	368	480	4566			
do Raleigh	91	127	279	3976			
do Romney	20	36	59	3750			
do Orford	30	145	195	470			
do Tilbury East	19	61	118	470			
Majority for the Hon. JOHN PRINCE		1454	1453	4872	56391		
Majorité en faveur de l'hon. JOHN PRINCE		1454	1453	4872	56391		

QUEEN'S.

Limits.—Circumscription. North Riding of Ontario, County of Victoria, and West Riding of Durham.	SIMPSON.	RUTAN.	Total
Thorn	60	21	81
Scott	17	28	45
Clarke	231	2	233
Cartwright	49	52	101
Edison	49	51	100
Emily	26	26	52
Seagog	57	1	58
Boymantville	274	2	376
Parlington	656	8	694
Ops	165	22	287
Mara and Rama	47	1	48
Verulam and Sommerville	11	41	52
Brock	149	101	250
Fanelon and Bextley	47	13	60
Mariposa	105	81	186
Reneb	206	82	288
Uxbridge—No Roll			
Majority for the Honorable JOHN SIMPSON	2343	534	2877
Majorité en faveur de l'honorable JOHN SIMPSON	2343	534	2877

BURLINGTON.

Limits.—Circumscription. The North and South Rid- ings of Wentworth, and the City of Hamilton.	SMITH.	HALL.	Total
West Flamboro'	180	90	270
Barton	110	80	199
Birchbrook	119	26	145
Beverley	236	259	495
Ancaster	327	79	406
East Flamboro'	148	129	277
Glanford	110	78	188
Salisbury	168	92	260
St. George's Ward	194	131	328
St. Andrew's Ward	149	270	428
St. Patrick's Ward	210	350	560
St. Mary's Ward	210	203	413
St. Lawrence Ward	200	151	351
Foundry Ward	22	48	70
Valley Ward	34	35	69
Mountain Ward	40	32	72
Canal Ward	17	44	61
Majority for the Honorable HERMANUS SMITH	2455	1985	4440
Majorité en faveur de l'honorable HERMANUS SMITH	2455	1985	4440

Dundas.

A RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections, etc.—Suite.

1856.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates.		Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electoraux.	Census, 1861.	Remarks. Observations.
		E. MASSON.	D. MASSON.				
MIDDLE ISLES. Limits.—Circumscription: The Counties of Terrebonne and Two Mountains. Les Comtés de Terrebonne et des Deux Montagnes.	County of Two Mountains.—Comité des Deux Montagnes.		SNOWDON.				
	St. Scholastique.	30	252	106	388	2970	
	St. Joseph	72	19	4	95	1346	
	St. Augustin	50	209	10	260	2228	
	St. Placide	1	140	1	142	1479	
	St. Hermas	69	56	16	141	1583	
	St. Eustache	136	159	2	297	3287	
	St. Benoit	3	188	34	225	1988	
	St. Colomban	12	11	85	108	896	
	Mission du Lac		13	10	23		
	County of Terrebonne.—Comité de Terrebonne.						
	St. Thérèse.	206	158		454	2859	
	St. Janvier	180	8		188	1560	
	St. Anne	291			291	1904	
	St. Jérôme	540	7		547	4230	
St. Sauveur	241	18		260	1821		
St. Adèle	59		1	59	1633		
Parish of Lacorne	177			177			
do Terrebonne	341	14		355			
Township of Morin	135	3		138			
do Abercrombie	73			73			
do Beresford	15			15			
Majority for the Honorable ISIDORE GANDINE ENOARD MASSON... 1475. Majorité en faveur de l'hon. ISIDORE GANDINE ENOARD MASSON..... 1475.		2721	1240	269	4236	31553	

LAURENTIDES.

Limits.—Circumscription. The Counties of Chicoutimi, Charlevoix, Saguenay, la Côte de Montmorency, the Isle aux Coudres Seigniory of Beauport, the Parish of Charles- bourg, the Townships of St. Anne, Stoneham and Towkes, Tadoussac bury, in the County of Québec.	LATER- RIÈRE.	GAGNON.	Total
Township of Sedrington	74	20	94
St. Irénée	65	28	93
Eboullements	372		372
St. Paul	188		350
Isle aux Coudres		162	65
Beauport	83	5	247
Charlesbourg	69	70	139
St. Anne	56	57	113
St. Jérôme	12		12
St. Ferdi-	45	78	126
St. Roch	96	10	106
St. Urbain	60	28	88
Petite Rivière, St. Francis-Xavier	38	35	73
Laval	6	26	32
St. Agnès	262		262
Malhousie	181	78	259
St. Michel	56	8	64
St. Fidèle	69		69
St. Laurent	81	11	92
St. Pierre	34	4	38
St. Famille	80	4	84
St. Jean	15	4	19
St. François	59	47	106
Ange-Gardien	2		2
Towkesbury	14	4	18
Stoneham			
Charlesbourg	36	209	245
Township of Treabally	109		109
Chicoutimi	182	2	184
Township of Harvey		1	1
do Bagot	48	23	71
do Latourette	55		55
do Kingomni	50		50
do Escornaville	45		45
Majority for the Honorable Mr. LATERRIÈRE..... 1120. Majorité en faveur de l'honorable Mr. LATERRIÈRE..... 1120.	2551	1134	3685

RIDEAU.

Limits.—Circumscription.
The Counties of Renfrew
and Carleton, and the
City of Ottawa.

Les Comtés de Renfrew et
Carleton, et la Cité
d'Ottawa.

The Honorable PHILIP MICHAEL MATTHEW SCOTT VANKOUGHNET, returned by acclamation.

L'honorable PHILIP MICHAEL MATTHEW SCOTT VANKOUGHNET, élu par acclamation.

A RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections, etc.—Suite.

1856.

Electoral Division et Collège Electoral de	Subdivisions.	Candidates.	Total No. of Votes polled.		No. Voters on Voters' Lists.	Census, 1861.	Remarks.
			Nombre total des Votes inscrites.	Nombre d'Electeurs sur la Liste Electorate.			
DESALABERRY.	St. Clément de Beubarinois; St. Fimothée; St. Louis de Gonzague; St. Stanislas de Kotska; Ste. Cécile; Chateauguy; Ste. Anne; Ste. Marguerite; Ste. Philomène; Village of Huntingdon not included in the same Division.	RESAUD.	492	106	598	3563	
			276	52	328	2959	
			373	203	576	4184	
			108	40	148	1175	
			103	55	158	2220	
			250	54	304	2300	
			401	56	457	3079	
			207	46	253	1924	
			106	84	190	2081	
			236	89	325	3170	
			19	6	25	2080	
			144	409	553	3321	
			91	261	352	2725	
			72	139	211	2891	
			25	91	116	1069	
	46	62	108		{ Included in St. Regis.		
	14	55	69		{ Included in Godmanchester		
	3053	1838	4891	38741			
	Majority for the Honorable Louis RESAUD. 1215.						
	Majorité en faveur de l'honorable LOUIS RESAUD. ... 1215.						

ROUEMONT.

Limits.—Circumscription.

The Counties of Rouville, St. Charles, and Iberville, and that portion of the County of St. Hyacinthe not included in the Division of Saurel.

Les Comtés de Rouville et Iberville, et cette partie du Comté de St. Hyacinthe non comprise dans la Division de Saurel.

DES SAUILLÉS.	POULM.	Total	Census, 1861.
St. Grégoire	135	207	2681
St. Charles	76	100	1341
St. Hyacinthe	23	488	3695
St. Marie	356	405	3721
St. Alexandre	140	279	2890
St. Athanase	344	41	2602
St. Ange Gardien	345	175	1943
St. Brigitte	35	181	1839
Village of St. Hyacinthe	716	3	3636
St. Jean Baptiste	167	220	2106
St. Yves-Abbotsford	316	316	1550
St. Mathias	133	166	1829
St. Césaire	609	56	4728
St. Dumas	274	317	2469
Henryville	375	392	5389
St. Hilaire	134	140	1689
Majority for the Honorable L. A. DESSAULLES. 2981.	4108	5235	43905
Majorité en faveur de l'honorable L. A. DESSAULLES.	1127		

1858.

REPENTIGNY.

Limits.—Circumscription.

The Parish of St. Paul, the Township of Kildare and its augmentation, and the Township of Cathcart, in the County of Joliette; the Counties of L'Assomption and Montcalm.

Le Paroisse de St. Paul, le Township de Kildare et son augmentation, et le Township de Cathcart, dans le Comté de Joliette; les Comtés de l'Assomption et Montcalm.

The Honorable PIERRE URGEL ARCHAMBAULT, returned by acclamation.

L'honorable PIERRE URGEL ARCHAMBAULT, élu par acclamation.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1858.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.		Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electorales.	Census, 1861. Recensement, 1861.	Remarks. Observations.
		CRAWFORD	BROUSE.				
ST. LAWRENCE. Limits.—Circoscription. The Town of Brockville, and Township of Elizabethown; the South Riding of Grenville, the North Riding of Leeds, and the County of Dundas.	Elizabethown.....	392	337	729	6101		
	Brockville:—						
	East Ward.....	140	23	163		4112	
	West Ward.....	114	35	149			
	Centre Ward.....	95	45	140			
	Kitley.....	219	135	354		3148	
	North Riding of Leeds, the	272	117	389		2061	
	Wolford.....	311	171	482		4467	
	Oxford.....	309	200	509		3683	
	Mountain.....	333	247	580		4091	
	Winchester.....	434	359	793		4675	
	Williamsburg.....	213	420	633		5562	
	Augusta.....	18	54	72			
	Present:—	4	54	58		2591	
	East Ward.....	13	111	124			
	South Ward.....	140	437	577		5545	
	Edwardsburg.....	67	91	158		1400	
Elmsley.....	48	83	131		1089		
South Gover.....	44	68	112		1068		
Village of Kempsville.....	268	383	651		4855		
Matilda.....	22	52	74		618		
Village of Iroquois.....							
Majority for GEORGE CRAWFORD, Esq. } 64. Majorité en faveur de GEORGE CRAWFORD, Esc. }	3486	3422	6908		50206		

MONTARVILLE.

Limits.—Circoscription. The Counties of Verchères, Chambly and Laprairie.

Les Comtés de Verchères, Chambly et Laprairie.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	KIERZ-KOWSKI.	FRABER.	GIRARD.	Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electorales.	Census, 1861. Recensement, 1861.	Remarks. Observations.
Longueuil.....		179	318	26	523		3805	
Chambly.....		167	50	22	239		3106	
Boucherville.....		160	45	63	268		2695	
St. Bruno.....		104	101	7	212		1710	
County of Verchères.—Comité de Verchères.								
Verchères.....		157	11	167	335		3153	
Contrecoeur.....		191	41	10	242		3210	
Belœil.....		113	111	3	271		2141	
St. Marc.....		65	104	7	224		1960	
St. Antoine.....		80	92	1	158		1304	
St. Julien.....		99	131	.....	211		1821	
County of Laprairie.—Comité de Laprairie.				77	190		1433	
Laprairie.....		107	264	6	377		3757	
St. Philippe.....		62	127	2	211		2344	
St. Jacques.....		152	136	1	289		2330	
St. Isidore.....		64	180	.....	244		1992	
St. Constant.....		179	84	12	275		2388	
Majority for Mr. KIERZKOWSKI..... } 247. Majorité en faveur de M. KIERZKOWSKI }	2056	1809	414		4269		39338	

LA SALLE.

Limits.—Circoscription. The County of Portneuf, and all that part of the Bailliage of Québec lying within the Parish of Notre Dame de Québec; also, that portion of the County of Québec not included in the Electoral Div. of the Laurentides.

Le Comté de Portneuf et toute cette partie de la Bailliage de Québec qui se trouve dans la paroisse de Notre Dame de Québec; aussi, cette partie du Comté de Québec qui n'est pas comprise dans le Collège Electoral des Laurentides.

The Honorable ANTOINE JUCHEREAU DUCHESNAY, returned by acclamation.
L'honorable ANTOINE JUCHEREAU DUCHESNAY, élu par acclamation.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1858.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.			Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electlectorales.	Census, 1861.	Remarks. Observations.
		CAMPBELL.	GILDER- SIBBEY.	KIRK- PATRICK.				
CATARAQUI. Limits.—Circumscription. The Counties of Addington and Frontenac, and the City of Kingston. Les Comtés d'Addington et Frontenac, et la Cité de Kingston.	City of Kingston—							
	Cataract Ward	46	73	25	164			
	Rideau Ward	78	72	39	189			
	Ontario Ward	24	66	24	114			
	St. Lawrence Ward	53	55	26	134			
	Victoria Ward	77	44	26	147		13743	
	Sydenham Ward	53	70	24	147			
	Frontenac Ward	103	86	22	211			
	County of Frontenac.—Comté de Frontenac.							
	Kingston	370	176	58	604		4587	
	Loborough	151	103	14	268		2452	
	Portland	187	54	9	250		2836	
	Hinchbrooke	56	14	3	73		760	
	Harrington	163	77	46	286		2894	
Beaufort	24		11	35		1697		
Pillsbury	280	91	114	485		4394		
Wolfe Island	42	6	287	335		3607		
County of Addington.—Comté de Addington.								
Township of Camden	555	356	53	964		7516		
do Shelbourn	153	86	9	248		2925		
do Ernestown	368	296	13	677		5450		
do Ankers Island	86	39	11	136		1270		
do Kalarar	33	33		66		1080		
Majority for the Hon. ALEX. CAMPBELL. Majorité en faveur de l'hon. ALEX. CAMPBELL.	2908	1797	814	5519		55190		

ERIE.

Limits.—Circumscription.

The West and West Ridings
of Brant, and the County
of Haldimand.

Les Divisions Est et Ouest
de Brant, et le Comté
d'Haldimand.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.			Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists. Nombre d'Electeurs sur les Listes Electlectorales.	Census, 1861.	Remarks. Observations.
		CHRISTIE.	KERRY.	BOYD.				
ERIE. Limits.—Circumscription. The West and West Ridings of Brant, and the County of Haldimand. Les Divisions Est et Ouest de Brant, et le Comté d'Haldimand.	East Riding of Brant.—Division Est de Brant.	125	7	162	294		6904	
	do West Riding of Brant.—Division Ouest de Brant.	205	18	27	260		3916	
	do South Dumfries.	75	11	57	143		2004	
	do Quabouaga							
	Town of Paris.—Ville de Paris.							
	North Ward	39	1	3	48			
	Queen's Ward	41		18	59			
	King's Ward	39		18	57			
	South Ward	39		24	63			
	West Riding of Brant.—Division Ouest de Brant.							
	Township of Eucfred	278	23	116	445		5390	
	do Oakland	59	7	6	98		1087	
	do West Brantford.	187	3	184	375			
	Town of Brantford.—Ville de Brantford.							
North Ward	96	25	38	160				
King's Ward	35	4	45	84				
East Ward	30	18	58	106				
Brant Ward	40	16	40	105				
Queen's Ward	60	17	52	129				
County of Haldimand.—Comté de Haldimand.								
Township of North Cayuga	155	11	27	193		2919		
do Camboro	48	4	27	79		938		
do Dunn	132	21	23	155		1262		
do Monton and Sherbrooke, united	21	4	78	103		465		
do Oneida	197	2	100	200		1791		
do Rainham	132	12	14	158		3050		
do Seneca	139	56	12	208		2116		
do Winpobé	149	50	61	210		4377		
do Caldotonia	228	24	102	355		4842		
do	63	11	33	98		1268		
Majority for the Honorable DAVID CHRISTIE. Majorité en faveur de l'hon. DAVID CHRISTIE.	2598	273	1339	4274		51902		

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.
1858.

Electoral Division of Collège Electoral de	Subdivisions, Subdivisions.	Candidates.		Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on List. Nombre d'Electeurs sur les Listes Electoraux.	Consensus, 1861. Recensement, 1861.	Remarks, Observations.
		ALEX- ANDER.	COWAN.				
GORE, Limits.—Circumscription. The South Riding of Water- loo, and the North Rid- ing of Oxford. La Division Sud de Water- loo, et la Division Nord d'Oxford.	Woolstock—						
	St. Peter's Ward	64	14	78			
	St. John's Ward	81	8	89			
	St. Andrew's Ward	53	29	82		3353	
	St. George's Ward	85	23	108			
	St. David's Ward	41	4	45			
	East Nissouri	193	163	356		3484	
	West Zorra	344	143	487		4509	
	Bianford	193	285	478		3691	
	Blenheim	103	69	172		1996	
	Galt—	207	323	590		6968	
	Ward No. 1	29	38	67			
	Ward No. 2	50	50	100			
	Ward No. 3	15	44	59		3069	
	Ward No. 4	13	5	18			
	Ward No. 5	8	64	72			
	Waterloo	108	327	435		3095	
	Wilnoe	329	146	473		6173	
	North Dumfries	55	357	412		4161	
	Hamburg	87	13	100		868	
Preston	105	42	149		1538		
Majority for the Honorable GEORGE ALEXANDER.		2223	2147	4370		43804	
Majorité en faveur de l'honorable GEORGE ALEXANDER.							

Electoral Division of Collège Electoral de	Subdivisions, Subdivisions.	Candidates.		Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on List. Nombre d'Electeurs sur les Listes Electoraux.	Consensus, 1861. Recensement, 1861.	Remarks, Observations.
		MCDONALD.	JONES.				
TECUMSETH, Limits.—Circumscription. The Counties of Huron and Perth. Les Comtés d'Huron et Perth.	County of Huron.—Comté d'Huron.						
	Ashfield	102	106	208		2617	
	Biddulph	233	135	368		3401	
	Colborne	98	110	208		1868	
	Village of Ginton	51	72	123		1000	
	Town of Goderich—						
	St. Andrew's Ward	21	55	76			
	St. David's Ward	42	46	88			
	St. George's Ward	21	25	46		3227	
	St. Patrick's Ward	71	42	113			
	Goderich	99	303	402		3582	
	Grey	19	14	33		2461	
	Hay	215	69	284		3054	
	Hullett	123	154	277		2704	
	Howick	4	91	95		2252	
	McGillivray	240	76	319		3921	
	McKillop	104	88	192		2425	
	Morris	6	69	65		2333	
	Stanley	215	236	451		3423	
	Stephen	179	84	263		2826	
Tuckersmith	238	132	370		3226		
Washburne	294	46	340		3219		
Wawanosh	54	119	203		3151		
Turnberry	11	18	29		1264		
County of Perth.—Comté de Perth.							
Blanchard	181	230	361		3774		
Downie	211	178	389		3610		
Easthope, North	204	45	339		3129		
Easthope, South	160	98	258		2322		
Kellice	117	142	259		2010		
Elma	4	55	59		2392		
Fullarton	193	138	331		2890		
Logan	91	88	179		2259		
Mornington	43	119	162		3040		
Wallace	5	12	17		2400		
Town of Stratford	88	129	317		2809		
Village of Mitchell	41	86	127		1216		
do St. Mary's	146	131	277		2178		
Hubert	121	186	307		2848		
Majority for the Honorable DONALD McDONALD.		4105	3800	7905		90037	
Majorité en faveur de l'honorable DONALD McDONALD.							

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council,
 &c.—Continued.

RAPPORT de greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1858.

Electoral Division of College Electoral de	Subdivisions. Subdivisions.	Candidates.		Total No. of Votes Polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists, Nombre d'Electeurs sur les Listes Electoraux.	Census, 1851.	Remarks, Observations.
		GUÉVRS- MONT.	OUHET.				
SAUREL. Limits.—Circumscription, and Bagot; the Parishes of St. Denis, La Présen- tation, St. Bernadé and St. Hyacinthe. Les Comtés de Richelieu et St. Denis, La Présen- tation, St. Bernadé et St. Hyacinthe.	St. Pierre de Saurel	584	125	709	8328	Village, Parish.	
	St. Ours	80	288	374	1731		
	St. Robert	244	11	244	1369		
	St. Victoire	180	11	191	1323		
	St. Almadé	202	50	252	3368		
	St. Marie	108	6	114	1213		
	St. Jude	69	186	255	1845		
	St. Bernadé	85	73	158	1316		
	St. Denis	307	12	310	2674		
	La Présentation	134	120	254	1801		
	St. Théodore d'Acton	19	38	57	2703		
	St. André d'Acton	38	17	55	860		
	St. Liboire	29	56	85	931		
	St. Ephraim d'Upton	1	77	78	931		
	St. Rosalie	122	44	166	2064		
	St. Dominique	128	131	259	2303		
	St. Hélène	101	11	112	900		
St. Simon	118	65	183	2062			
St. Pio	171	312	483	4284			
St. Hugues	200	11	211	2568			
Majority for the Honorable JEAN BAPTISTE GUÉVREMENT. Majorité en faveur de l'honorable JEAN BAPTISTE GUÉVREMENT.		2920	1033	4559	44612		

THE GULF. Limits.—Circumscription, The Counties of Gaspé, Bonaventure and Ri- mouksi. Les Comtés de Gaspé, Bon- aventure and Rimouksi.	Subdivisions.	Candidates.		Total No. of Votes Polled.	No. Voters on Voters' Lists.	Census, 1851.	Remarks, Observations.
		TESSIER.	HAMILTON.				
THE GULF. Limits.—Circumscription, The Counties of Gaspé, Bonaventure and Ri- mouksi. Les Comtés de Gaspé, Bon- aventure and Rimouksi.	County of Bonaventure.—Comté de Bonaventure.	11	37	51	1155		
	Port Daniel	14	17	31	962		
	Hops	12	72	84	2161		
	Cox	42	34	76	1309		
	Hamilton	32	85	117	1510		
	New Richmond	100	3	103	1823		
	Marie	79	10	89	958		
	Cardon	28	10	38	1581		
	Nouvelle and Shoobrod	7	7	14	792		
	Mann	3	8	11	521		
	Ristigouche	5	3	8	310		
	Matapédia	10	10	20	415		
	County of Gaspé.—Comté de Gaspé.	98	3	101	2720		
	New Port	45	2	47	1077		
	Perce	39	2	41	888		
	Malbaie	80	80	160	316		
	Douglas	43	71	114	520		
Gaspé, South	71	72	143	1000			
Gaspé, North	72	40	112	450			
Cap Rosier	40	67	107	588			
Cap Chat	20	18	38	869			
Rox River	17	83	100	819			
St. Anne	50	1	51	2651			
Grand River	241	136	377	754			
Havre aux Maisons	358	1	359	1951			
do Amherst	657	657	1314	1309			
Pabos Seignior	344	344	688	2297			
County of Rimouski.—Comté de Rimouski.	333	333	666	3550			
St. Simon	54	54	108	2145			
St. Fabien	237	237	474	2145			
St. Océole du Bic	54	54	108	2203			
St. Germain	161	161	322	2133			
St. Luc	23	23	46	2133			
St. Flavie	101	101	202	1235			
St. Octave, M668	23	23	46	1703			
McNider	23	23	46	1703			
Matane, Parish	53	53	106	540			
St. Denis	2713	283	2996	549			
Matane, Township	2713	283	2996	40054			
Majority for the Hon. ULRIC JOSEPH TESSIER..... { 3430 Majorité en faveur de l'hon. ULRIC JOSEPH TESSIER. } 34							

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.
RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1858.

Electoral Division of <i>Collège Electoral de</i>	Subdivisions. <i>Subdivisions.</i>	Candidates. <i>Candidats.</i>	Total No. of Votes polled.		No. Voters on Voters' Lists. <i>Nombre d'Electeurs sur les Listes Electoraux.</i>	Remarks. <i>Observations.</i>
			ARMAND.	HUBBARD.		
ALMA. Limits.— <i>Circonscription.</i> The Parishes of Longue Pointe, Pointe aux Trembles, Rivier des Prairies, Sault aux Récollets, in the County of Hochelaga, and that part of the Parish of Montreal which lies to the East of the prolongation of St. Denis Street; the County of Laval, that part of the City of Montreal which lies to the East of Bonsecours & St. Denis Streets and their prolongation. <i>Les Paroisses de la Longue Pointe, de la Pointe aux Trembles, de la Rivière des Prairies et du Sault aux Récollets, dans le Comté d'Hochelaga, et cette partie de la Paroisse de Montréal qui se trouve à l'Est de la prolongation de la Rue St. Denis; le Comté de Laval; cette partie de la Cité de Montréal—qui se trouve à l'Est des Rues Bonsecours et St. Denis et de leur prolongation.</i>	No. 1	ARMAND, 31	HUBBARD, 28	59	2495	
	No. 2	97	122	219	10106	
	No. 3	16	176	192		
	No. 4	168	59	167		
	No. 5	77	308	385		
	No. 6	190	90	280		
	No. 7	230	224	504		
	No. 8	131	84	215		
	No. 9	72	14	86		
		145	10	155		
		151		1362		
		218	77	151		
		287	17	295		
	125	4	304			
	322	4	129			
	363	43	326			
	2613	1260	406			
			3873			
				48615		

Majority for the Honorable Mr. ARMAND } 1353.
 Majorité en faveur de l'honorable M. ARMAND }

Limits.— <i>Circonscription.</i>	Majority for the Honorable GEORGE W. M. ALLAN..... } 1413. Majorité en faveur de l'honorable GEO. W. M. ALLAN..... }		Total No. of Votes polled.	No. Voters on Voters' Lists.	Remarks. <i>Observations.</i>	
	ALLAN.	ROMAINE.				
YORK. Limits.— <i>Circonscription.</i> The City of Toronto and the Township of York. <i>La Cité de Toronto et le Township de York.</i>	City of Toronto:— St. Patrick's Ward..... 310	ROMAINE, 203	513	44821	2004	
	St. Lawrence Ward..... 213	92	305			
	St. Andrew's Ward..... 273	122	395			
	St. George's Ward..... 129	65	194			
	St. John's Ward..... 444	242	686			
	St. James' Ward..... 361	194	555			
	St. David's Ward..... 522	203	725			
	Township of York:— Carleton, School House..... 287	152	439			
	Eglinton..... 233	151	384			
	Yorkville..... 97	32	129			
						10337
						4325
						55158

1860.

Limits.— <i>Circonscription.</i>	Majority for the Honorable JEAN BAPTISTE GEORGE PROULX..... } 774. Majorité en faveur de l'honorable JEAN BAPTISTE GEORGE PROULX..... }		Total No. of Votes polled.	No. Voters on Voters' Lists.	Remarks. <i>Observations.</i>
	PROULX.	GILF.			
DE LA VALLIÈRE. Limits.— <i>Circonscription.</i> The Counties of Nicolet & Yamaska, the Townships of Wendover, Grantham, and that part of Upton which lies in the County of Drummond. <i>Les Comtés de Nicolet et Yamaska, les Townships de Wendover et Grantham, et cette partie de Upton qui se trouve dans le Comté de Drummond.</i>	St. Pierre..... 3	15	18	2094	248
	Gentilly..... 1	194	195		
	Pécanour..... 16	56	72		
	St. Gertrude..... 25	41	66		
	St. Grégoire..... 72	5	77		
	St. Célestin..... 15	84	99		
	Nicolet..... 36	2	38		
	La Pêche..... 2	123	125		
	La Pêche..... 34	13	47		
	St. Zéphirin..... 163	18	181		
	St. Thomas..... 9	23	32		
	St. François..... 23	126	149		
	St. Michel..... 132	7	139		
St. David..... 348	11	359			
St. Guillaume..... 150	32	182			
St. Germain..... 80	11	91			
Drummondville..... 25	68	93			
			2718		
			4923		
			39797		

1860.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.	Total No. of Votes polled.		No. Voters on Voters' Lists.		Census, 1861. Recensement, 1861.	Remarks. Observations.
			Nombre total des Votes inscrites.	Nombre d'Electeurs sur les Listes Electoraes.	Nombre d'Electeurs sur les Listes Electoraes.	Census, 1861.		
INKERMAN. Limits.—Circoscription, The Counties of Argenteuil, Ottawa and Pontiac. Les Comtés d'Argenteuil, Ottawa et Pontiac.		HAMILTON.						
		COOKE.						
		Fardley.....	19	47	66	100	1005	
		Hull.....	217	213	430	783	3711	
		Charndon.....	195	92	287	383	2330	
		Low.....	77	1	78	85	822	
		Grenville and Augmentation.....	108	51	159	212	2178	
		Loehner and Gore.....	190	22	212	280	2089	
		Wakefield.....	63	9	72	95	927	
		Tompleton.....	137	15	152	157	2646	
		Waltham.....	1	28	29	43	400	
		Chichester.....	37	37	74	37	539	
		Mansfield.....	9	25	34	49	502	
		Masham.....	89	1	90	131	1764	
		Mille Isles.....	20	40	60	103	.....
		Calumet.....	61	8	69	107	1050	
		Litchfield.....	102	34	136	233	1044	
		Bristol.....	122	52	174	248	2021	
		Sheen.....	6	4	10	46	389	
		Onslow.....	106	10	125	165	1045	
		La Chute.....	67	117	184	226	.....	Included in St. [Andrews.
		Chatham.....	269	70	339	530	3754	
		Morris.....	37	26	63	84	454	
		Chatham Gore.....	26	73	99	182	793	
		Westworth.....	7	21	28	59	343	
		Harrington.....	10	18	28	65	310	
		St. Andrews.....	243	12	255	355	2683	
		St. Angélique.....	31	117	148	230	1553	
		Notre Dame de Bonsecours.....	31	45	76	105	.....
		St. André Avellan.....	52	55	107	172	2451	
		Les Allumets.....	87	17	104	184	1518	
		Buckingham.....	248	7	255	350	3003	
		2676	1240	3916	5823	42533		
	Majority for the Honorable JOHN HAMILTON } 1436. Majorité en faveur de l'hon. JOHN HAMILTON }							

BATHURST.

Limits.—Circoscription, The South Riding of Leeds and the North and South Ridings of Lanark. La Division Sud de Leeds et les Divisions Nord et Sud de Lanark.	SHAW.	BELL.	No. Voters on Voters' Lists.	Total No. of Votes polled.	Census, 1861. Recensement, 1861.	Remarks. Observations.		
							SHAW.	BELL.
	Ramsay.....	128	246	374	4096			
	Beckwith.....	139	161	300	2541			
	Elmsley, North.....	130	36	166	1400	Included in Burgess and Bastard.		
	Burgess, North.....	46	30	76	91			
	South Crosby.....	83	98	181	235			
	Basford and Burgess.....	202	200	402	500			
	North Crosby.....	83	60	143	181			
	Packenhams.....	87	55	142	212			
	Montague.....	228	76	304	205			
	Lanark.....	85	192	277	362			
	Rear of Leeds and Lansdowne.....	118	69	187	284			
	Centre Ward, Perth.....	53	52	105	262			
	Darling.....	3	12	15	379			
	West Ward, Perth.....	43	69	112	2405	Town of Bath.		
	Bathurst.....	200	139	339	.....	Included in Centre Ward.	
	Drummond.....	224	115	339	3272			
	Front of Leeds and Lansdowne.....	239	143	382	412			
	Front of Yonge.....	38	133	171	2637			
	Front of Escott.....	77	73	150	500	Included in Leeds & Lans- downe.		
	Dalhousie, Sherbrooke, North.....	11	146	157	233			
	Rear of Yonge and Escott.....	108	166	274	183			
	Smith's Falls.....	92	41	133	205			
	South Sherbrooke.....	42	10	52	342			
	East Ward, Perth.....	79	37	116	175			
	Majority for the Honorable JAMES SHAW } 140. Majorité en faveur de l'honorable JAMES SHAW }							
	2538	2389	6438	4937	50838	Included in Centre Ward.		

BROCK.

Limits.—Circoscription,
The North and South Rid-
ings of Wellington and
the North Riding of Wa-
terloo.
Les Divisions Nord et Sud
de Wellington et la Di-
vision Nord de Waterloo.

The Honorable ADAM JOHNSTON FERGUSON, returned by acclamation.

L'honorable ADAM JOHNSTON FERGUSON, élu par acclamation.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.
1860.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.		Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on Voters' Lists. Nombre d'Électeurs sur les Listes Électorales.	Census, 1861. Recensement, 1861.	Remarks. Observations.
		SMITH.	RUTIAN. JEFFREY.				
NEWCASTLE. Limits.—Circumscription. The East Riding of Dur- ham, and the East and West Ridings of Nor- thumberland. La Division Est de Dur- ham, et les Divisions Est et Ouest de Northumber- land.	Cobourg— East Ward.....	2	115	136	226	4975	
	West Ward.....	2	203	202	441		
	South Ward.....	2	159	186	321	4162	
	Port Hope— No. 1 Ward.....	158	5	164	278		
	No. 2 Ward.....	165	1	166	263	6315	
	No. 3 Ward.....	207	2	209	308		
	Township of Hamilton.....	72	46	255	780	6184	
	do Altwick.....	3	44	83	1388		
	do Haldimand.....	27	150	370	869	3841	
	do Cramahé.....	4	9	286	515		
	do Brighton.....	38	46	132	511	3612	
	do Murray.....	53	25	166	477		
	do Seymour.....	27	49	113	407	3515	
	do Percy.....	13	53	184	520		
	do South Monaghan.....	77	2	4	176	1289	
	do Ilope.....	511	4	5	723		
	do Gavan.....	437	10	4	5883	4205	
do Manvers.....	163	2	93	525			
Village of Colborne.....	2	7	65	95	1182		
do Brighton.....	32	10	60	187			
Majority for the Hon. ANDREW JEFFREY..... } 88 Majorité en faveur de l'hon. ANDREW JEFFREY }		1991	565	2079	8570	57302	

STADAGONA.

Limits.—Circumscription.	HUOT.	BARTHE.	DUBORD.	Total No. of Votes polled.	No. Voters on Voters' Lists.	Census, 1861.	Remarks.
The remainder of the City and Banlieue of Québec.	28	7	5	40	995	7603	Wards Nos. 1 & 2.
Ce qui reste de la Cité et Banlieue de Québec.	5	5	3	13	327	3020	Included in No. 1 Ward.
	51	18	1	70	626	3435	
St. Johns, No. 2.....	43	2	39	84	.....	.....	Nos. 1 and 2. Included in St. Roche's.
Jacques Cartier.....	299	1	7	307	1193	9072	
St. Lewis.....	14	4	7	25	423	5330	Included in St. Roche's.
St. Roche, No. 2.....	231	4	7	242	678	9698	
Ste. Angèle.....	77	3	2	82	.....	.....	Included in St. Roche's.
Montcalm.....	30	20	7	57	N. 368 S. 453	7783	
Bergerville.....	3	.....	.....	3	.....	.....	Included in No. 2.
St. Roche, No. 1.....	212	4	17	233	1115	.....
Champlain.....	53	31	2	86	637	4908	
Majority for Mr. Huot..... } 947. Majorité en faveur de M. Huot..... }	1046	99	97	1242	6715	50909	

The Honorable WILLIAM H. MERRITT, returned by acclamation.
L'honorable WILLIAM H. MERRITT, élu par acclamation.

NIAGARA.

Limits.—Circumscription.
The Counties of Lincoln
and Welland, and the
Town of Niagara.
Les Comtés de Lincoln et
Welland, et la Ville de
Niagara.

BEDFORD.

Limits.—Circumscription.
The Counties of Missis-
squoi, Brome and Shef-
ford.
Les Comtés de Missisquoi,
Brome et Shefford.

The Honorable ASA BELKNAP FOSTER, returned by acclamation.
L'honorable ASA BELKNAP FOSTER, élu par acclamation.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1862.

Electoral Division of Collège Electoral de	Subdivisions Subdivisions.	Candidates. Candidats.		Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on Voters' Lists. Nombre d'Électeurs sur les Listes Electoralcs.	Census, 1861. Recensement, 1861.	Remarks. Observations.
		RICHARD.	CORMIER.				
KENNEBEC. Limits.— <i>Circonscription.</i> The Counties of Lotbinière, Méguanic and Artha- baska. Les Comtés de Lotbinière, Méguanic et Arthabaska.	Blandford and Madington	32	17	49	52	349	} Included in Stanford.
	Parish of St. Christophe	85	54	139	218	2319	
	do St. Norbert	36	65	101	137	1524	
	Township of Chester East	68	93	161	208	1876	
	Chester West	57	49	106	136	.....
	Princeville	42	2	44	71	.....
	Victoriaville	17	52	69	167	339	
	Aston	70	30	100	137	701	
	Bilströde and Horton	67	29	96	122	2227	
	Tringwick	22	79	101	256	2150	
	St. Eustache, Stanford	127	62	189	282	1380	
	Warwick	57	82	139	222	2319	
	Arthabaska	20	26	46	92	2470	
	Italius, North	40	266	306	422	2393	
	Railfax, South	69	105	174	299	1398	
	Somersac, North	13	135	148	176	2598	
	Somersac, South	36	136	172	201	1078	
	Nelson	43	36	79	132	2481	
	Inverness	103	69	172	362	990	
Plessisville	37	32	69	92	990		
Ireland	57	15	72	169	990		
Lotbinière	33	284	317	491	3980		
St. Croix	128	11	139	147	2212		
St. Antoine	83	72	155	284	2000		
St. Flavien	90	2	92	211	1023		
St. Jean Deschailions	70	64	134	269	2423		
St. Appollinaire	123	31	154	321	1559		
Majority for the Honorable CHARLES CORMIER..... } 273. Majorité en faveur de l'honorable CHARLES CORMIER.				1625	1898	41751	5096

Electoral Division of Collège Electoral de	Subdivisions Subdivisions.	Candidates. Candidats.		Total No. of Votes polled. Nombre total des Votes inscrites.	No. Voters on Voters' Lists. Nombre d'Électeurs sur les Listes Electoralcs.	Census, 1861. Recensement, 1861.	Remarks. Observations.
		HOPPE.	READ.				
QUINTE. Limits.— <i>Circonscription.</i> The South Riding of Hast- ings and the County of Prince Edward. La Division Sud d'Hastings et le Comté de Prince Edouard.	Tecumseth Ward	7	74	81	103	2067	} Included in Stanford.
	Brook Ward	46	75	121	174	1823	
	Hallowell Ward	55	50	105	140	3629	
	Township of Athol	101	116	217	261	783	
	do Hallowell	282	189	471	581	3853	
	Village of Stirling	18	18	36	49	478	
	Township of Marysburg	205	299	504	594	7812	
	do Hillier	158	225	383	478	3487	
	do Tyendennage	185	562	737	882	512	
	do Ameliasburg	278	228	506	632	2857	
	do Sophiasburg	266	105	431	512	.....
	Belleville	103	83	186	314	6277	
	Simpson Ward	23	29	52	276	1398	
	Kitchen Ward	164	138	302	494	5082	
	Coleman Ward	85	90	175	332	4864	
	Baldum Ward	73	59	132	173	7331	
	Village of Trenton	323	161	484	659	47055	
	Township of Sidney	324	227	551	677	.....
	do Thurlow	2696	2778	5474	7331	41132	
Majority for the Honorable ROBERT READ..... } 82. Majorité en faveur de l'hon. ROBERT READ.				1625	1898	41751	
DE LANAUDELIÈRE. Limits.— <i>Circonscription.</i> The remainder of the County of Maskinongé, and Joliette, (with the exception of the Parish of St. Paul, the Town- ship of Kildare and its augmentation, and the Township of Cathcart). Ce qui reste du Comté de Maskinongé, les Comtés de Berthier et Joliette (ex- cepté la paroisse de St. Paul, le township de Kil- dare et son augmentation, et le township de Cath- cart.)	St. Jean de Matha	71	58	129	256	1346	} Included in Stanford.
	St. Charles Borroméo	151	151	302	510	3651	
	Lanoraie	29	155	184	316	2057	
	St. Elizabeth	54	124	178	254	2936	
	St. Ursule	21	175	196	297	2191	
	St. Gabriel de Brandon	141	204	345	551	3350	
	St. Norbert	36	89	105	138	1500	
	St. Barthélemy	28	190	329	429	2429	
	Ile du Fads	24	47	71	130	1081	
	St. Didaac	13	41	54	70	1654	
	Maskinongé	51	63	104	196	2325	
	St. Thomas	40	147	187	246	2003	
	St. Cuthbert	109	110	328	310	3110	
	Berthier	363	33	396	563	4162	
	St. Jean Baptiste	77	198	275	398	1307	
	St. Mélanie	26	78	104	149	1646	
	St. Elix de Valois	32	65	97	140	2298	
	Majority for the Honorable ALEX. BAREIL LAJOIE... } 663. Majorité en faveur de l'hon. ALEX. BAREIL LAJOIE.	1344	1907	3251	4931	2086	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.
 RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1862

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates.		Total No. of Votes polled.	No. Voters on Voters' Lists.	Remarks. Observations.
		Candidates.	Candidates.			
SHAWINIGAN. Limits.—Circonscription.	Parish of St. Léon	MALHIOT, 134	BAPTISTE, 1	135	282	2218
	do St. Séveré	75	1	75	936	936
The Counties of Champlain and St. Maurice, the Town of Three Rivers, the Parishes of River du Loup, St. Léon, St. Paul, the Township of Hunterstown and its augmentation, in the County of Maskinongé.	do St. Boniface	29	2	31	188	1010
	do St. Maurice	194	2	194	482	3300
	do St. Stanislas de Batisseau	46	1	46	256	2378
	do Notre Dame du Mont Carmel	36	1	37	68	492
	do St. Prosper	80	1	81	138	1038
	do St. Narcisse	57	1	57	173	979
	do Three Rivers	36	3	39	207	3369
	do St. Louis Ward	12	3	13	64	744
	do St. Ursule Ward	3	3	3	65	1271
	do Notre Dame Ward	40	2	42	129	165
Les Comtés de Champlain et St. Maurice, la Ville de Trois-Rivières, les Paroisses de la Rivière du Loup, St. Léon et St. Paulin, et le Township de Hunterstown et son aug- mentation dans le Comté de Maskinongé.	Parish of Three Rivers	21	1	21	44	607
	Village of Fermeont	28	1	28	54	1065
	Parish of St. Paulin	16	1	16	233	2054
	do St. Etienne	61	1	62	82	2179
	do St. Tit	55	1	56	129	1004
	do St. François Xavier de Batisseau	111	1	111	218	1631
	do St. Geneviève de Batisseau	144	1	145	235	2171
	do Rivière du Loup	189	1	189	341	2980
	do Ste. Anne de Yamachiche	173	1	173	307	3213
	do Pointe du Lac	14	1	14	206	1649
	do Cap de la Magdalaine	23	1	23	138	1027
	do St. Luc	225	1	225	351	2908
	do Ste. Anne de la Pêrade	1	1	1	8	711
	do Township of Hunterstown	39	1	39	213	2177
	Champlain	1875	15	1890	4932	43266
Majority for the Honorable C. MALHIOT.....				1890	4932	Included in [Champlain.
Majorité en faveur de l'honorable C. MALHIOT.....				1890	4932	

MALAHIDE.

Limits.—Circonscription.	LEONARD.		BEECHER.		Total	No. Voters on Voters' Lists.	Remarks. Observations.
	Ward No. 1	Ward No. 2	Ward No. 1	Ward No. 2			
The East and West Ridings of Elgin, the East Riding of Middlesex, and the City of London.	London:—	102	114	114	216	394	1980
	do 2	129	99	99	228	419	2124
	do 3	168	182	182	350	527	2912
	do 4	38	41	41	79	146	821
	do 5	110	107	107	217	380	1755
	do 6	49	108	108	157	282	916
	do 7	26	47	47	73	120	1047
	do Township of Yarmouth	370	297	297	667	979	6106
	do South Dorchester	116	119	119	235	319	2204
	do Malahide	316	264	264	580	728	5820
Les Divisions Est et Ouest d'Elgin, la Division Est de Middlesex, et la Cité de London.	do Rayham	352	242	242	594	852	5141
	do Vienna	61	34	34	95	126	908
	do St. Thomas:—	23	42	42	65	88	
	do St. Patrick's Ward	51	53	53	104	149	1631
	do St. George's Ward	11	33	33	44	80	
	do St. Andrew's Ward	439	621	621	1060	1487	9666
	do Township of London	176	234	234	410	553	3147
	do West Nissouri	573	253	253	826	1074	6285
	do Westminster	203	269	269	472	555	4025
	do North Dorchester	345	299	299	644	755	5467
The Division Nord de York et la Division Sud de Simcoe.	do Southwold	253	167	167	425	524	2888
	do Lunawish	181	250	250	431	560	2325
	do Aldborough	4097	3875	3875	7972	11067	67223
	do Majority for the Honorable E. LEONARD			7972	11067		
	do Majority en faveur de l'honorable E. LEONARD			7972	11067		
	do St. Patrick's Ward	142	34	34	176	240	Included in Whitechurch.
	do Villages of Newmarket	29	19	19	48	81	741
	do Holland Landing	525	222	222	747	1112	8063
	do Bratford	69	56	56	125	166	1484
	do Township of King	370	95	95	471	808	6795
The North Riding of York and the South Riding of Simcoe.	do Georgina	141	24	24	165	237	1842
	do Whitechurch	337	28	28	365	512	3892
	do Gwillimbury, North	188	164	164	352	485	3693
	do East	85	29	29	64	104	1073
	do West	164	128	128	292	389	2904
	do Township of Tesoroito	203	175	175	333	484	4573
	do Essa	188	141	141	304	416	4516
	do Inausfil	193	141	141	334	532	3626
	do Tecumseth	124	82	82	160	259	2742
	do Mouna	2809	1400	1400	4269	6568	46639
do Adiala			4269	6568			
do Mullner			4269	6568			
do Majority for the Honorable W. McMASTER			4269	6568			
do Majority en faveur de l'honorable W. McMASTER			4269	6568			

MIDLAND.

Limits.—Circonscription.	McMASTER.		GANDLE.		Total	No. Voters on Voters' Lists.	Remarks. Observations.
	Ward No. 1	Ward No. 2	Ward No. 1	Ward No. 2			
The North Riding of York and the South Riding of Simcoe.	London:—	102	114	114	216	394	1980
	do 2	129	99	99	228	419	2124
	do 3	168	182	182	350	527	2912
	do 4	38	41	41	79	146	821
	do 5	110	107	107	217	380	1755
	do 6	49	108	108	157	282	916
	do 7	26	47	47	73	120	1047
	do Township of Yarmouth	370	297	297	667	979	6106
	do South Dorchester	116	119	119	235	319	2204
	do Malahide	316	264	264	580	728	5820
Les Divisions Est et Ouest d'Elgin, la Division Est de Middlesex, et la Cité de London.	do Rayham	352	242	242	594	852	5141
	do Vienna	61	34	34	95	126	908
	do St. Thomas:—	23	42	42	65	88	
	do St. Patrick's Ward	51	53	53	104	149	1631
	do St. George's Ward	11	33	33	44	80	
	do St. Andrew's Ward	439	621	621	1060	1487	9666
	do Township of London	176	234	234	410	553	3147
	do West Nissouri	573	253	253	826	1074	6285
	do Westminster	203	269	269	472	555	4025
	do North Dorchester	345	299	299	644	755	5467
The Division Nord de York et la Division Sud de Simcoe.	do Southwold	253	167	167	425	524	2888
	do Lunawish	181	250	250	431	560	2325
	do Aldborough	4097	3875	3875	7972	11067	67223
	do Majority for the Honorable E. LEONARD			7972	11067		
	do Majority en faveur de l'honorable E. LEONARD			7972	11067		
	do St. Patrick's Ward	142	34	34	176	240	Included in Whitechurch.
	do Villages of Newmarket	29	19	19	48	81	741
	do Holland Landing	525	222	222	747	1112	8063
	do Bratford	69	56	56	125	166	1484
	do Township of King	370	95	95	471	808	6795
The North Riding of York and the South Riding of Simcoe.	do Georgina	141	24	24	165	237	1842
	do Whitechurch	337	28	28	365	512	3892
	do Gwillimbury, North	188	164	164	352	485	3693
	do East	85	29	29	64	104	1073
	do West	164	128	128	292	389	2904
	do Township of Tesoroito	203	175	175	333	484	4573
	do Essa	188	141	141	304	416	4516
	do Inausfil	193	141	141	334	532	3626
	do Tecumseth	124	82	82	160	259	2742
	do Mouna	2809	1400	1400	4269	6568	46639
do Adiala			4269	6568			
do Mullner			4269	6568			
do Majority for the Honorable W. McMASTER			4269	6568			
do Majority en faveur de l'honorable W. McMASTER			4269	6568			

MIDLAND.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council,
 &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.
 1862.

Electoral Division of Collège Electoral de	Subdivisions. Subdivisions.	Candidates. Candidats.	Total No. of Votes polled.		Census, 1861.	Remarks. Observations.
			Nombre total des Votes inscrites.	Nombre d'Electeurs sur les Listes Electoriales.		
EASTERN. Limits.—Circoscription. The Counties of Stormont, Prescott, Russell, Glen- garry, and the Town and Township of Cornwall. Les Comtés de Stormont, Prescott, Russell, Glen- garry, et la Ville et Town- ship de Cornwall.	McDONALD	BENNETT.	13	62	1259	
			37	110	1081	
			44	193	2186	
			206	405	4226	
			22	32	669	
			37	117	1732	
			96	258	2399	
			14	42	2609	
			79	93	1814	
			100	220	3176	
			85	135	1611	
			108	137	1359	
			36	117	1238	
			93	141	2539	
			232	499	4557	
			237	537	5069	
			296	418	4566	
			318	601	6695	
			306	446	5000	
			76	600	5639	
			35	42	77	
			6	43	69	
			69	92	149	
			2638	5649	61639	
Majority for the Honorable THOMAS BENNETT } 573 Majorité en faveur de l'honorable THOMAS BENNETT. } 573						

HOME. Limits.—Circoscription. The Counties of Halton and Peel. Les Comtés de Halton et Peel.	CEAT.	AIKINS.	Total No. of Votes polled.		Census, 1861.	Remarks. Observations.
			Nombre total des Votes inscrites.	Nombre d'Electeurs sur les Listes Electoriales.		
Village of Streetsville	72	43	115	166	730	
Township of Equeusing	337	331	668	983	6076	
do Caledon	248	352	600	719	4588	
Gore of Toronto	89	124	213	252	1728	
Oakville.—						
First Ward	23	10	33	81		
Second Ward	30	31	61	133	1450	
Third Ward	48	20	68	134		
Village of Brampton	134	132	266	413	1627	
Township of Toronto	341	473	814	1257	6592	
do Trafalgar	213	332	545	761	5846	
do Nassagaweya	76	198	274	354	2800	
do Nelson	200	210	410	580	4559	
do Albion	280	213	503	708	5078	
do Chinguacousy	393	395	788	1042	6397	
Millton						
South Ward	24	17	41	72		
East Ward	21	27	48	67	905	
North Ward	20	26	46	72		
Majority for the Honorable J. C. AIKINS						
Majorité en faveur de l'honorable J. C. AIKINS ... }						
	2559	2934	5493	7880	48876	

The Honorable FRANÇOIS LAMIEUX, returned by acclamation.
 L'honorable FRANÇOIS LAMIEUX, élu par acclamation.

DE LA DURANTAYE. Limits.—Circoscription. The remainder of the Coun- ties of York, the Counties of Montagu and Belle- chasse, and the Parishes of St. Joseph, St. Henri, and Notre Dame de la Victoire, in the County of Lévis. Ce qui reste du Comté de Yvel, les Comtés de Montagny et Bellechasse, et les paroisses de St. Jo- seph, St. Henri, et Notre- Dame de la Victoire, dans le Comté de Lévis.	Total No. of Votes polled.		Census, 1861.	Remarks. Observations.
	Nombre total des Votes inscrites.	Nombre d'Electeurs sur les Listes Electoriales.		
	2559	2934		

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the Elections to the Legislative Council, &c.—Continued.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections du Conseil Législatif, etc.—Suite.

1862.

Electoral Division of Collège Electoral de	Subdivisions Subdivisions.	Candidates.		Total No. of Votes polled. Nombre total des Votes inscrits.	No. Voters on Voters' Lists Nombre d'Électeurs sur les Listes Électorales.	Census, 1861. Recensement, 1861.	Remarks. Observations.
		BLAKE.	FORD.				
THAMES. Limits.—Circumscription. The South Riding of Oxford and the County of Norfolk. La Division Sud d'Oxford et le Comté de Norfolk.	Township of East Oxford.....	144	115	259	402	2731	
	do North Oxford.....	128	39	167	.....	1773	
	do West Oxford.....	244	58	300	440	2735	
	do Dereham.....	273	252	525	.....	5376	
	do Ingersoll.....	233	42	275	.....	2577	
	do South Norwich.....	200	117	317	.....	2949	
	do North Norwich.....	254	96	350	.....	3434	
	do Windham.....	252	337	589	.....	4095	
	do Townsend.....	526	230	756	.....	5742	
	do Simcoe.....	84	151	235	.....	1858	
	do Woodhouse.....	285	211	496	.....	3703	
	do Charlotteville.....	209	295	504	.....	3475	
	do Walsingham.....	268	206	564	.....	4855	
	do Houghton.....	109	156	265	.....	1959	
	do Middleton.....	162	203	375	.....	2803	
Majority for the Honorable O. BLAKE.....		3371	2606	5977	6473	50265	
Majorité en faveur de l'honorable O. BLAKE.....							
VICTORIA.							
Limits.—Circumscription.							
The remainder of the City of Montreal, exclusive of the Parish.							
The Hon. LUTHER H. HOLTON, returned by acclamation.							
L'hon. LUTHER H. HOLTON, élu par acclamation.							
Le reste de la Cité de Montréal, la Paroisse non comprise.							

DE LORMIER. Limits.—Circumscription.	BUREAU.		BOURASSA.	Total No. of Votes polled.	No. Voters on Voters' Lists	Census, 1861.	Remarks.
	1877	1863					
The Counties of St. John's and Napierville; St. Jean de Chrysostôme and St. Marguerite, Diarrindie Russelltown in the County of Chateaugay; St. Michel Archange Hemmingford, in the County of Huntingdon. Les Comtés de St. Jean et Napierville; St. Jean de Chrysostôme et Russelltown, dans le Comté de Chateaugay; Hemmingford, dans le Comté de Huntingdon.	St. John.....	125	243	368	628	3317	
	Lacolle.....	141	146	287	407	3689	
	St. Luc.....	37	73	110	151	1088	
	St. Valentin.....	20	194	214	266	2915	
	St. Marguerite, Diarrindie.....	17	190	207	284	2425	
	St. Edouard.....	160	104	264	304	1991	
	St. Michel Archange.....	203	76	279	321	2548	
	St. Patrick, Sherrington.....	114	83	197	363	2085	
	St. Patrick.....	37	319	356	418	4579	
	St. Cyprien.....	296	45	341	586	3810	
	St. Rémi.....	45	37	82	109	1351	
	Franklin.....	309	31	340	539	4005	
	Hemmingford.....	68	25	93	135	954	
	St. Antoine Abbé.....	305	67	372	748	4178	
	Majority for the Honorable JACQUES O. BUREAU.....		1877	1633	3510	5259	38635
Majorité en faveur de l'honorable JACQUES O. BUREAU.....							

L. R. FORTIER,

Clerk of the Crown in Chancery.

Greffier de la Couronne en Chancellerie.

Office of Clerk of the Crown in Chancery,
QUEBEC, 6th November, 1863.

Bureau du Greffier de la Couronne en Chancellerie,
QUÉBEC, 6 Novembre 1863.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records of the polled for each Candidate, in each County, Riding, Township, City, Town, Parish, each such Division, and the number of Votes on the Voters' List of the same respect the General Elections in 1854, 1858 & 1861, and the population in each Constituency, Assembly of the 1st September, 1863.

Memo.—The Returns for the Uncon-

RAPPORT du greffier de la couronne en chancellerie, tiré des archives des élections de la didat dans chaque comté, "riding," township, cité, ville, paroisse ou division où il y a eu voter sur les listes d'électeurs de chaque telle division respectivement; et faisant voir en regard de 1858 et 1861, et la population de chaque collège électoral lors du dernier recensement; tel

Mém.—Les rapports des élections

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
ARGENTEUIL.....		JOHN J. C. ABBOTT.....	
BAGOT.....		LAFRAMBOISE.	DE BOUCHERVILLE.
	St. Hugues.....	56	5
	St. Hélène.....	27	52
	St. Théodore d'Acton.....	109	
	St. André d'Acton and vil- lage of Acton.....	227	12
	St. Ephrem d'Upton.....	102	
	St. Liboire.....	74	
	St. Dominique.....	88	
	St. Pie.....	190	1
	Ste. Rosalie.....	77	7
	St. Simon.....	101	15
Majority for Mr. Majorité pour	LAFRAMBOISE..... } "..... } "..... }	959	
		1051	92
BEAUCE.....		TASCHEREAU.	POZER.
	St. François.....	174	40
	St. Frédéric.....	85	3
	St. Joseph.....	211	15
	St. Marie.....	320	8
	St. George.....	51	97
	St. Evariste de Forsyth.....	27	60
	St. Vital de Lambton.....	55	20
	Township de Tring.....	69	72
	" Shanley.....	15	67
	" Aylmer.....	98	9
Majority for Mr. TASCHEREAU, } Majorité pour "..... } "..... }		712	
		1103	391

Elections to the present Legislative Assembly, shewing the aggregate number of Votes Precinct or Division in which there has been a contest, with the total number polled in tively; and also, shewing in contrast the number polled at each of the said polling places at according to the late Census; as called for by an Order of the Honorable the Legislative

tested Elections are included.

présente Assemblée Législative, indiquant le nombre total des votes donnés pour chaque can- tation, le nombre total des votes donnés dans chaque division, et le nombre des électeurs inscrits nombre de votes donnés à chacune des dites places de poll lors des élections générales de 1854, que demandé par ordre de l'honorable Assemblée Législative en date du 1er sept. 1863.

non contestées sont compris.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. OBSERVATIONS.	
		1854.	1858.	1861.			
Accla- mation.		1437	2000	Accla- mation.	12897		
61	325	No contestation. Point de contestation.	358	221	2568		
79	254		160	86	906		
109	353		180	103			
239	506			215	2708		
102	184			94	931		
74	227			99	960		
88	388			354	2393		
191	496			688	410	4254	
84	287			286	151	2064	
116	272			239	171	2062	
1143	3292		2467	1755	18341		
214	293	267	383	154	3302		
88	144	100	113	80	1051		
226	366	25	315	194	3079		
328	409	452	429	358	3395		
148	185	173	206	69	1770		
87	112	55	86	52	677		
75	93	159	324	71	880		
141	213	124	251		2077		
82	101				242	No return for these places in 1861.	
105	119	74	\$11		865	Aucun retour d'élection pour ces endroits, 1861.	
		St. Elzéar 264	244		2305		
		Linière 63	73		334		
					58	Adstock.	
					8	Dorset.	
					70	Gayhurst.	
					164	Jersey.	
					29	Marlow.	
					50	Price.	
1494	2085	1756	2755	978	20418		

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
		PAUL DENIS.	ANABLE OUTMET.	
BEAUHARNOIS...	St. Clément	298	67	
	St. Timothée	186	15	
	St. Louis de Gonzague	176	129	
	Sto. Cécile	176	12	
	St. Stanislas de Kotska	84	49	
	Majority for Mr. DENIS, } Majorité pour " } 648		920	272
BELLECHASSE ...	St. Vallier	16	99	
	Beaumont	15	68	
	Armagh	25	36	
	St. Lazare	49	83	
	St. Michel	83	71	
	St. Raphael	96	119	
	St. Charles	44	165	
	St. Gervais	131	144	
	Majority for E. REMILLARD, Esq., } Majorité pour " } 326		459	785
BERTHIER	Berthier	290	75	
	Isle du Pads	53	60	
	Lanoraic	47	137	
	Lavaltrie	91	71	
	St. Norbert	33	117	
	St. Gabriel	178	159	
	St. Cuthbert	38	342	
	St. Barthélemi	50	197	
Majority for A. H. PAQUETTE, Esq., } Majorité pour " } 378		780	1158	
BONAVENTURE.	Metapediac	32	1	
	Restigouche	67	4	
	Mann	22	4	
	Nouvelle and Shoobred	83	52	
	Carleton	45	53	
	Maria	85	71	
	New Richmond	128	69	
	Hamilton	81	49	
	Cox	101	48	
	Hope	51	40	
	Port Daniel	42	35	
	Majority for T. ROBITAILLE, Esq., } Majorité pour " } 311		737	426

of the Elections to the Legislative Assembly in each County.—(Continued.)

des élections de l'Assemblée Législative dans chaque comté, etc.—(Suite.)

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la Liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
365	599	458	517	437	Beauharnois.	
201	324	373	343	233		
305	485	364	504	384		
188	465	.....	248	207	
133	215	.....	145	143	
1192	2088	1195	1757	1404		
115	197	No contestation. Point de contestation.	89	124	1409	Buckland.
83	137		102	89	1229	
61	77		23	84	648	
132	181		319	149	2083	
154	218		232	190	2369	
215	279		221	164	2631	
209	251		183	212	2176	
275	308		300	261	2717	
.....	223	.....	114	800	
1244	1871	.....	1478	1387	16062
365	620	357	455	365	Parish. Village and Convent.	
113	164	101	83	87		
184	315	119	213	229	Brandon.	
162	260	110	167	136		
150	223	152	180	88		
337	476	.....	426	415	
380	550	253	369	247		
247	354	260	210	242		
.....	Brandon	274	.....	.....
1938	2962	1626	2103	1809		19608
33	44	29	No contestation. Point de contestation.	24	310	Township of Brandon.
71	80	59		62	521	
26	35	36		23	702	
135	164	143		84	1561	
98	132	85		93	958	
156	235	174		175	1823	
197	245	178		172	1510	
130	199	87		113	1309	
149	231	71		107	2161	
91	146	54		74	992	
77	109	88		77	1155	
1163	1670	1004	.....	1004	13002

RETURN from the Clerk of the Crown in Chancery, prepared from the Records
RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
BRANT, EAST RIDING	East Brantford	BOWN.	FINLAYSON.	
	Onondaga	312	10	
	South Dumfries	165	5	
	Paris (Town)	155	134	
	King's Ward	88	200	
	North do			
	Queen's do			
	South do			
	Majority for Dr. J. Y. BOWN, Esq.	} 371		
	Majorité pour " "		720	349
BRANT, WEST RIDING	Brantford (Town)	WOOD.	RYERSON.	
	Queen's Ward	132	32	
	North do	133	49	
	Brant do	109	40	
	East do	80	66	
	King's do	52	39	
	Burlford (Township)	403	273	
	Oakland do	100	12	
	West Brantford	207	134	
	Majority for E. B. WOOD, Esq.	} 571		
Majorité pour " "	1216		645	
BROME	CHRISTOPHER DUNKIN, Esq.			
Town of BROCKVILLE	Elizabethtown	CHAMBERS.	SCHOFIELD.	
	Brockville	454	248	
	West Ward	51	52	
	Centre do	65	53	
	East do	57	70	
Majority for Mr. CHAMBERS	} 175			
Majorité pour " "		627	492	
CARLETON	Nepean	POWELL.	McLACHLIN.	
	March	221	157	
	Goulburn	59	45	
	Huntley	133	125	
	Fitzroy	144	108	
	Marlborough	125	147	
	North Gower	123	94	
	Torbolton	118	119	
	Richmond (Village)	18	31	
	Majority for W. F. POWELL, Esq.	} 155		
Majorité pour " "	1011		856	

of the Elections to the Legislative Assembly in each County, &c.—(Continued.)
des élections de l'Assemblée Législative dans chaque comté, etc.—(Suite.)

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
322	471	150	393	307	Included in return of population for West Brantford, in the West Riding. Compris dans le rapport de la population de Brantford Ouest, dans la Division Ouest.	
170	275	74	240	259		
289	540	102	401	425		
288	559	121				
			95	109		
			66	76	2373	
			76	86		
			76	77		
1069	1843	537	1337	1429	8353	
		144			Including the Township of East Brantford and Tuscarora. Comprenant le township de Brantford Est et Tuscarora.	
164	332		143	188		
182	350		181	215		
140	322		109	183		
140	274		123	168		
91	214		99	105		
876	993	238	878	698		
112	170	64	116	124		
341	567	127	388	430		
1861	3222	573	1842	2101		21985
By acclamation			1483	1618	12732	
702	738		633	632	6101	
132	327	772	122	143	4113	
118	454		132	147		
127	327		141	131		
1079	1836	772	1028	1053	10213	
		1127			4410	
378	435		345	299		
104	124		158	89		
308	357		348	253		
252	299		241	172		
275	319		328	236		
217	251		216	203		
237	265		235	193		
49	57		87	38		
47	91		53	39		
1867	2197	1127	2011	1622	20766	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
		PRICE.	KANE.
CHICOUTIMI and SAGUENAY*	Roberval	44	
	Laterrière	90	43
	St. Alexis, Grande Baie	44	49
	Chicoutimi	275	127
	Labarre	55	12
	Tremblay	87	17
	St. Jean	36	1
	St. Alphonse	104	62
	Majority for D. E. PRICE, Esq., Majorité pour	424	
		735	311
DORCHESTER		LANGÉVIN.	TASCHÉREAU.
	St. Malachie	92	165
	St. Bernard	69	108
	St. Isidore	115	114
	Ste. Hénédine	97	25
	Ste. Claire	154	73
	St. Anselme	134	139
Majority for H. L. LANGÉVIN, Esq., Majorité pour	37		
	661	624	
DRUMMOND and		DORION.	DECAES.
	Grantham	46	74
	St. Germain	84	34
	Upton	216	44
	Wickham	17	12
	L'Avenir	226	6
	Durham	63	
	Kingsey	56	30
	708	200	
ARTHABASKA	Warwick	69	59
	Tingwick	59	5
	St. Christophe	61	51
	Arthabaskaville	27	18
	Victoriaville	61	12
	St. Norbert	45	22
	Chester, West	40	23
	Chester, East	49	26
	Bulstrode and Horton	24	25
	Stanford	93	44
	Princeville	8	36
	Blandford & Madington	34	7
		570	328
	Majority of both Drummond and Arthabaska, Majorité pour J. B. E. DORION, Esq., Majorité pour	750	
	1278	528	

* In 1854 the Counties of Chicoutimi and Tadousac were united: the number of votes polled was 1936, and the population, 14,319, and the population, 12,965. [En 1854, les comtés de Chicoutimi et Tadousac ont été réunis sans partie d'un autre comté: le nombre de votes enregistrés était de 14,319, et la population 12,965.]

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1851. Population de chaque division électorale d'après le recensement de 1851.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
1046	344	See below.	708		10478 6101	
257	322	No contestation. Point de contestation.	1834	No contestation. Point de contestation.	16195	
177	223					
229	298					
122	152					
227	332					
273	305					
1285	1632	No contestation. Point de contestation.	1834	No contestation. Point de contestation.	16195	
120	273		170	114	3003	
118	231			102		
260	471		401	261	2942	
29	103		102	78	856	
232	345					
63	270		330	353	3152	
86	278		341	197	2403	
908	1071		1394	1105	12356	
128	242		668	105	1380	
64	256		205	125	2227	
112	217		236	151	2319	Including St. Norbert.
45	92			50	605	
73	138					
67	137		166	95		Included in St. Christophe.
63	157			73	1876	
75	168		150	122	1524	
49	167		81	44	701	
137	276			136		
44	84		263	50	2150	
41	50		243	35	310	
		Aston...	114	41	Aston, 339	
898	1984		2682	2126	13434	
1806	3955		2682	3520	25790	

and the population, 3499. In 1854 the County of Saguenay was not attached to any other,—the number of votes polled was 14,319, and the population, 12,965. [En 1854, le comté de Saguenay ne fut pas partie d'un autre comté: le nombre de votes enregistrés était de 14,319, et la population 12,965.]

RETURN from the Clerk of the Crown in Chancery, prepared from the Records.

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
DUNDAS		Ross.	LOWERY.	
	Village of Iroquois.....	30	38	
	Township of Williamsburg	318	235	
	do Matilda.....	276	239	
	Village of Morrisburg.....	39	72	
	Township of Mountain.....	214	160	
	do Winchester.....	247	150	
Majority for JOHN S. ROSS, Esq.....	230	1124	894	
DURHAM, EAST RIDING.....	Port Hope:—	SMITH.	BURTON.	
	Ward No. 1.....	76	107	
	Ward No. 2.....	100	61	
	Ward No. 3.....	124	79	
	Township of Hope.....	486	195	
	do Cavan.....	304	410	
	do Manvers.....	156	352	
Majority for JOHN S. SMITH, Esq.....	42	1246	1204	
DURHAM, WEST RIDING.....	Clarko.....	MUNRO.	MILNE.	
	Cartwright.....	397	316	
	Newcastle.....	44	263	
	Bowmanville:—	62	77	
	West Ward.....	65	62	
	North Ward.....	67	59	
	South Ward.....	45	73	
	Darlington.....	454	222	
	Majority for HENRY MUNRO, Esq.....	62	1134	1072
	ELGIN, EAST RIDING.....	Village of Vienna ..	BURWELL.	ECCLES.
Bayham ..		62	30	
Malabide.....		323	246	
South Dorchester.....		358	279	
Yarmouth.....		138	90	
St. Thomas:—		318	345	
St. Patrick's Ward.....		18	49	
St. George's Ward.....		34	72	
St. Andrew's Ward.....		10	41	
Majority for LEONIDAS BURWELL, Esq.....		100	1261	1161
ELGIN, WEST RIDING.....		Aldborough.....	SCOBLE.	PRICE.
		Dunwick.....	215	211
	Southwold.....	258	181	
	Majority for JOHN SCOBLE, Esq.....	30	777	747

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on Voters' List in each Division. Nombre d'électeurs inscrits sur le liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
		1022				
68	96		55	56	618	
553	667		583	532	4675	
515	642		384	559	4855	
111	156			112	855	
374	463		349	382	3683	
397	498		505	496	4091	
2018	2521	1 22	2076	2137	18777	
183	214	32	159	136	4162	
161	218		168	166		
203	241		195	211		
681	831	38	743	676	5883	
714	854	28	694	673	4901	
508	565	12	444	455	4265	
2450	2923	80	2403	2367	19151	
713	877	47	777	637	6575	
307	414	16	324	327	2727	
180	176		145	155	1029	
127	174	14	505	103	2721	
126	189			106		
118	155			88		
676	895	5 7	932	645	6912	
2206	2880	12 4	2683	2061	19984	
92	126	2	123	94	908	
569	844	3 3	487	540	5141	
637	807	3 5	559	617	5220	
237	319	1 1	232	267	2204	
663	934	410	642	646	6166	
67	85	108	224	60	1631	
106	149			109		
51	80			58		
2422	3397	1444	2267	2391	21370	
426	560	96	250	341	2325	
439	549	154	337	377	2838	
659	788	389	682	721	5467	
1524	1897	639	1269	1439	10680	

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County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.	
ESSEX.....	Amherstburg.....	RANKIN.	
	Anderton.....	O'CONNOR.	
	Colchester.....	The Returning Officer having made a Special Return, the number of votes polled for each Candidate cannot be given accurately. The County is not represented at present. The seat is now in contestation. L'officier rapporteur ayant fait un rapport spécial, le nombre de votes donnés pour chaque candidat ne peut être indiqué d'une manière précise. Le comté est actuellement sans représentant. L'élection est contestée.	
	Gosfield.....		
	Malden.....		
	Mersca.....		
	Maidstone.....		
	Rochester.....		
	Town of Sandwich.....		
	West.....		
	East.....		
	Tilbury, West.....		
	Town of Windsor, 1.....		
	do 2.....		
	do 3.....		
FRONTENAC.....	Township of Wolfe Island..		FERGUSON.
do	Portland..		Sir H. SMITH.
do	Bedford, Oso, & Palmerston.	247 103	
do	Olden.....	141 167	
do	Loughborough	37 42	
do	Pittsburg and Howe Island.....	10 19	
do	Kingston.....	125 135	
do	Storrington.....	272 211	
do	Barrie and Clarendon.....	276 313	
do	Village of Portsmouth.....	119 151	
do	Townships of Hitchinbrooke and Kennebec.....	12 3	
		104 53	
		29 25	
Majority for W. FERGUSON, Esq.....	150		
Majorité pour ".....		1372 1222	
GLENGARRY.....		D. A. MACDONALD.	
HAMILTON, City.....		ISAAC BUCHANAN.	

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858.	1861.		
333	86	407	258	2360		
184	35	191	114	1505		
325	161	523	290	2656		
330	208	294	255	2355		
214	71	212	147	1563		
281	120	285	219	2143		
231	117	398	251	1652		
163	93	207	120	1349		
147			105	988		
209		} \$42	146	1316		
359	475		232	3133		
128	64	196	107	1190		
97		} 200	55	} 2501		
247			129			
26	46		19			
3274	1476	3754	2357	25211		
350	411	23	294	3601		
308	312	169	317	2836		
79	97	11	} 68	2602		
29	43			260	2452	
260	294	132	534	4394		
483	555	182	570	4587		
589	704	347	264	2894		
270	313	132	15	463		
15	24		139	892		
157	210		59	760		
54	66		} 429	63		
				1369	1369	Miller and Canonto. Forts Henry & Frederick; Penitentiary & Lunatic Asylum.
2594	3029	1001	2529	27347		
Acclamation.....	No Contestation. (Point de contestation.)	1802	No Contestation. (Point de contestation.)	21187		
Acclamation.....	943	2512	1857	19096		

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County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
GASPÉ.....	Township of New Port.....	LE BOUTILLIER.	SAVAGE.
	do Percé.....	2	16
	do Malbaie.....	108	130
	do Douglas.....	28	8
	do Cap des Rosiers.....	91	
	do Fox.....	63	9
	do Cap de Chate.....	65	1
	do Baie. Sud de Gaspé & York.....	65	
	do Nord de Gaspé & Sydenham.....	73	
	do Nord de Gaspé & Sydenham.....	20	
	Parish of Ste. Adélaïde de Pabos.....	2	50
	Parish of Notre Dame, Grand River.....	2	54
	Parish of Ste. Anne.....	30	
	do St. Pierre.....	10	9
	do Notre Dame, Visitation of Amberst.....	54	8
	do Ste. Madeleine.....	7	33
	Majority for J. LE BOUTILLIER, Esq.....	320	
Majorité pour ".....		327	
		647	327
GREY.....	Owen Sound :—	JACKSON.	SNIDER.
	Bay Ward.....	56	28
	Centre Ward.....	33	65
	River do.....	27	63
	Derby.....	80	118
	Holland.....	176	148
	Sydenham.....	157	277
	Sullivan.....	136	140
	St. Vincent.....	145	217
	Euphrasia.....	109	87
	Collingwood.....	100	100
	Keppel, Sarawak & Brooke.....	18	42
	Bentick.....	380	98
	Glenelg.....	307	83
	Egremont.....	163	255
	Normanby.....	270	275
	Proton.....	85	89
	Melancthon.....	44	79
	Osprey.....	160	145
	Artemesia.....	117	179
	Majority for G. JACKSON, Esq.....	84	
	Majorité pour ".....		2488
			2572	2488

of the Elections to the Legislative Assembly in each County, &c.—(Continued.)

des élections de l'Assemblée Législative dans chaque comté, etc.—(Suite.)

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		1854.	1858.	1861.		
		1076			14077	
18	28					
247	321					
36	85					
91	143					
72	94					
66	87					
65	76					
73	118					
20	52					
52	66					
56	85					
39	69					
28	219					
62	133					
40	219					
974	1794	1076				
84	136		102	85	2216	Included in 1858 with Keppel and Sarawak. Compris en 1848 dans Keppel et Sarawak.
98	134		83	88		
90	131		89	77		
198	241	57		149	1243	
324	385	41	233	265	2317	
434	510	273	301	317	3021	
276	350	42	85	180	1736	
362	409	74	258	265	2993	
196	269	47	175	107	1472	
200	283	29	79	123	1492	
60	78		122	12	592	Township of Derby included in 1858. Township de Derby compris en 1858.
478	592	88	286	374	3331	
390	484	66	221	336	3065	
418	524	45	140	291	2934	
554	702	32	146	374	3963	
174	276	17	102	81	1240	
123	191		185	63	1359	
395	412		38	164	2201	
296	368	47	195	223	2575	
5080	6475	863	2840	3374	37750	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
		WALLBRIDGE.	BOWELL.	
HASTINGS, NORTH RIDING ...	Village of Stirling.....	62	40	
	Township of Rawdon.....	254	156	
	Do. Huntingdon.....	213	79	
	Do. Hungerford.....	172	195	
	Do. Madoc.....	187	214	
	Do. Elzevir.....	77	22	
	Tudor.....	3	4	
	Marmora and Lake.....	26	73	
	Majority for T. C. WALLBRIDGE, Esq., } 211 Majorité pour " " }		994	783
	HOCHELAGA	Sault aux Récollets.....	143	127
Pointe aux Trembles.....		36	99	
Longue Pointe.....		54	68	
Rivière des Prairies.....		38	78	
Parish of Montreal.....		519	286	
Majority for the Hon. A. A. DORION, ... } 132 Majorité pour l'hon. " " }		790	658	
HUNTINGDON ...	Dundee.....	56	47	
	Elgin.....	112	13	
	Franklin.....	54	80	
	Godmanchester.....	106	92	
	Havelock.....	71	66	
	Hemmingford.....	169	121	
	Hinchinbrook.....	213	80	
	Huntingdon.....	48	17	
	St. Anicet.....	62	180	
	Majority for R. B. SOMERVILLE, Esq., } 195. Majorité pour " " }		891	696
IBERVILLE	Iberville.....	272	38	
	St. Athanase.....	57	58	
	St. Brigid.....	116	82	
	St. Alexandre.....	127	48	
	St. George.....	115	88	
	Majority for A. DUPRESNE, Esq., ... } 373. Majorité pour " " }		687	314

of the Elections to the Legislative Assembly in each County, &c.—(Continued.)

des élections de l'Assemblée Législative dans chaque comté, etc.—(Suite.)

Total number of votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of votes on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
102	137	298	480	63	Tudor and Lake.	
410	474					
292	341	165	233	258		
367	442					
401	453	195	546	53		
99	112					
7	10	42	158	87		
99	124					
1777	2105	893	1864	1669		18861
270	335	289	234	2601		Côte St. Louis. St. Jean Baptiste.
135	165					
122	133	140	101	1035		
116	143					
805	901	817	670	6385		
St. Louis... ..	384					
Côte des Neiges... ..	147	1559	1277	16474		
1448	2208					
103	128	114	116	1791	Iberville.	
125	194					
134	172	218	411	17491		
198	314					
137	536	311	58	17401		
290	403					
293	375	239	1791	17401		
65	104					
242	432	1467	1791	1590		
1587	2658	No contestation. Point de contestation.	511	492		
310	422					
115	343	218	189	1839		
198	250					
175	600	567	259	5359		
203	374					
1001	2435	1828	1771	16891		

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
JACQUES CARTIER.....	Jacques Cartier.....	TASSÉ.	DRUMMOND.	
	St. Laurent	325	17	
	St. Auno	87	45	
	Lachino	129	75	
	St. Raphaël	78	23	
	St. Geneviève	103	100	
	Pointe Claire.....	27	161	
	Majority for F. Z. TASSÉ, Esq.....	} 328		
	Majorité pour "		749	421
	JOLIETTE	St. Charles Borromée.....	GRANDCHAMP.	MELANÇON.
St. Paul		21	191	
St. Thomas		99	89	
St. Elizabeth		191	73	
St. Félix de Valois.....		84	130	
Sto. Mélanie.....		85	40	
St. Ambroise.....		137	113	
St. Alphonse.....		3	3	
St. Jean de Matha.....		109	59	
Majority for H. C. dit GRANDCHAMP, Esq } 62				
Majorité pour "	885	823		
KAMOURASKA ...	Sto. Anne.....	CHAPAIS.	LETELLIER.	
	St. Onésime	254	22	
	St. Pacôme	80	12	
	Rivière-Ouelle	85	59	
	St. Louis de Kamouraska...	42	54	
	St. Denis	76	54	
	Mont Carmel.....	189	2	
	St. Paschal.....	80	146	
	St. André.....	73		
	St. Hélène.....	103	59	
St. Alexandre	22	25		
Ixworth	109	47		
Majority for J. C. CHAPAIS, Esq.....	} 633			
Majorité pour "		1113	480	
LAMBTON		ALEXANDER MACKENZIE.		

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
342	437		1091	11218	Parish: Village.	
132	175					
204	181					
	908					
101	121					
203	288					
188	253					
1170	1663		1091	11218		
281	363		356	206		College and Convent.
212	253		301	193	Convent.	
188	240		200	159		
264	344		364	192		
				73		
214	265		265	185	2086	
125	140		239	52	2198	
250	293		252	159	2189	
6	6		135	6	647	
168	231		157	123	1260	
					1346	
					305	
1708	2156		2269	1275	21198	
276	415	1237	547	323	3406	
92	231		120	111	784	
144	283	337	352	166	1821	
96	282	660	267	157	2081	
130	312	298	218	228	1697	
					842	
191	252	651	294	199	1782	
80	107	109	124	85	593	
219	447	372	407	364	2383	
					500	
162	313	255	284	205	1659	
47	214	214	222	164	1270	
156	273	213	297	153	1735	
		1351				
1593	3129	5759	3300	2155	21053	
Acclamation			3132	3232	24916	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.			
KENT	Town of Chatham:—	McKELLAN.	NORTHWOOD.		
	Chrysler Ward			90	67
	Ebert's Ward			89	82
	Northwood Ward			66	109
	Township of Camden			153	127
	do Chatham			219	257
	do Harwich			302	250
	do Howard			277	216
	do Raleigh			223	149
	do Romney			40	18
	do Tilbury, East			87	55
	do Orford			216	101
	do Zeno			84	67
	United Townships of Dover, East and West. } Majority for A. McKELLAN, Esq. } 235.			90	143
	Majorité pour "			1336	1641
LANARK, South Riding	Montague	MORRIS.	FRASER.		
	Beekwith			189	73
	Village of Smith's Falls			246	70
	Elmsley, North			67	61
	Drummond			149	28
	Perth:—			250	124
	East Ward			64	54
	Centre Ward			48	51
	West Ward			59	40
	Burgess, North			51	42
	Bathurst			177	174
	Sherbrooke, South			37	9
	Majority for ALEX. MORRIS, Esq. } 611.				
	Majorité pour "			1337	726
	LAPRAIRIE			St. Isidore	PINSONNEAULT.	DOUTRE.
St. Constant		171	65		
		192	113		
St. Philippe		131	142		
St. Jacques		134	110		
Laprairie		228	189		
Majority for A. PINSONNEAULT, Esq. } 47.					
Majorité pour "	766	719			
LAVAL	St. Francois de Sales	BELLEROSE.	LABELLE.		
	St. Rose			106	37
	St. Martin			113	250
	St. Vincent de Paul			276	144
	St. Raphaël			138	108
	Majority for J. H. BELLEROSE, Esq. } 94.				
Majorité pour "	633	539			

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. OBSERVATIONS.				
		1854.	1858.	1861.						
157	270	123	109	153	4465					
171	302		128	144						
175	259		106	158						
280	393		96	231		3585				
476	596		152	212		2744				
552	760		211	464		4556				
493	658		236	498		3976				
372	494		150	366		3750				
58	75		21	58		470				
142	200		99	153		1267				
317	383		100	228		2554				
151	189		.....	89		1159			
233	218		111	238		2656				
3577	4907		1209	2878		31183				
262	339		236	301		275	3478			
316	369	263		355	2541					
128	176	32		92	1137					
177	258	117		174	1399					
374	457	288		316	2637					
113	190	125		97	125	2465				
99	174			73	107					
99	165			80	109					
93	113			53	147			1312		
351	419			272	465			3272		
46	69			38			731		
2083	2720			1386	2192			2093	18972	
236	253			180	247			177	1992	
315	373				228			337		2388
						1664
273	326		178		288		2344			
244	333		207		320		2330			
417	432		324		439		2234			
				1523			
1485	1717		1117		1651		1171	14475		
142	168	72	105		116	1027				
363	490		262		254		2849			
420	518		412		402		4093			
246	276		267		292		2422			
			61			23			
				38			
1172	1454		1064		1053		1177	10507		
				College. Convent.			

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
		MACDONALD.	GILDERSLEEVE.
CITY OF KINGSTON...	St. Lawrence Ward	94	57
	Cataraqui Ward	128	61
	Ontario Ward.....	87	52
	Victoria Ward.....	116	64
	Sydenham Ward.....	94	53
	Rideau Ward.....	109	101
	Frontenac Ward.....	157	85
	Majority for the Hon. J. A. MACDONALD } Majorité pour l'hon. " } 312.	785	473
LANARK, NORTH RIDING.....	Packtonham.....	97	43
	Town'ps of Dalhousie, North Sherbrooke and Lavant...	87	32
	Township of Lanark	137	89
	do Darling.....	19	11
	Village of Lanark	23	25
	Township of Ramsay.....	240	165
	Majority for ROBERT BELL, Esq..... } Majorité pour " } 178.	603	425
	L'ASSOMPTION...	St. Sulpice.....	32	110
Repentigny		30	56
St. Paul l'Ermite.....		56	53
L'Assomption		89	220
St. Roch.....		203	107
L'Epiphanie.....		157	33
St. Henri de Mascouche.....		258	78
Lachenaie.....		66	31
St. Lin		98	112
Majority for L. ARCHAMBEAULT, Esq..... } Majorité pour " } 189.		989	800
LEEDS & GRENVILLE, NORTH RIDING.....	Merrickville.....	22	84
	Kemptville.....	49	32
	Wolford.....	153	172
	Oxford	316	196
	South Gower.....	64	75
	Kitley	251	207
	Elmsley	64	108
	Majority for FRANCIS JONES, Esq..... } Majorité pour " } 45.	919	874

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of voters on the Voters List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each constituency according to the Census of 1861. Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. OBSERVATIONS.		
		1854.	1858.	1861.				
151	242	No contestation. Point de contestation.	102	134	1035	Asylum, Nunneries, &c.		
189	306		219	178	2812			
139	269		146	152	1553			
180	255		143	183	1669			
147	275		137	171	1874			
210	306		218	220	2213			
242	369		234	221	2298			
					289			
1258.	2022			1199	1259		13743	
140	224		No contestation. Point de contestation.	No contestation. Point de contestation.	No contestation. Point de contestation.		12667	
179	235							
226	337							
30	40							
48	65							
405	502							
1023	1403				12667			
142	184	No contestation. Point de contestation.	131	141	1015	Village. College.		
86	104		175	103	91		773	
109	149		120	73	2031			
309	471		319	422	355		2031	
							1279	
							193	
							2784	
310	406		286	412	249			
St. Esprit.....	52						1486	
190	229		147	191	160		2843	
336	408	355	544	201	945			
97	139	65	127	97	3000			
210	278	322	432	189				
1789	2420	1800	2492	1525	17355			
106	141	No contestation. Point de contestation.	No contestation. Point de contestation.	No contestation. Point de contestation.	76	908		
81	122				99	85	1068	
325	395				219	339	304	2961
512	608				386	273	440	4467
139	170				75	86	127	1080
458	490				265	388	379	3448
172	178				88	133	152	1400
1793	2104				1093	1318	1563	15341

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.		
LENNOX and ADDINGTON ...	Kaladar and Anglesea	CARTWRIGHT.		HOOPER.
	Sheffield	19		31
	Ernestown	144		127
	Village of Bath	447		325
	Camden	55		32
	Newburg	344		560
	South Fredericksburg	12		131
	North do	144		80
	Amherst Island	190		59
	Richmond	63		56
	Adolphustown	281		157
Village of Napanee	61		57	
	202		52	
Majority for R. J. CARTWRIGHT, Esq. } Majorité pour "		1962		1677
LEEDS, SOUTH RIDING ...	North Crosby	RICHARDS.		JONES.
	South Crosby	83		106
	Front of Yonge	115		108
	Front of Escott	186		55
	do Leeds & Lansdowne	115		73
	Rear of do do	219		351
	Bastard and Burgess	110		164
	Rear of Yonge & Escott	311		232
		198		123
	Majority for ALBERT N. RICHARDS, Esq. } Majorité pour "		1346		1211
LINCOLN	Grantham	MCGIVERIN.		RYKERT.
	Town of St. Catherines:— St. Thomas' Ward	159		147
	St. George's do	132		49
	St. Paul's do	205		41
	Louth	106		30
	Clintou	108		63
	Grimsby	161		120
	Gainshoro	182		118
	Caister	245		141
		165		84
	Majority for W. MCGIVERIN, Esq. } Majorité pour "		1463		793
L'ISLET	St. Cyrille	CARON.	ENNIS.	FOURNIER.
	L'Islet	74		16
	St. Jean	290		74
	St. Roch	24	1	201
	St. Louise	128		73
	St. Aubert	90		105
		18		131
Majority for L. B. CARON, Esq. } Majorité pour "		624	1	600

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. — Nombre total de votes donnés dans chaque division.	No. of Voters on Voters' List in each Division. — Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in — Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. — Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. — OBSERVATIONS.
		1854.	1855.	1861.		
30	37			26		
271	311	164	266	273	Anglesea.	
772	929	518	711	606	1080	
87	110			75	2925	
904	1122	532	548	708	5450	
143	179			130	7516	
224	272	359	416	169	175	
249	302			206	3376	
149	179	26	117	139	1270	
458	539	411	389	307	3450	
118	127	85	133	97	801	
254	352		175	183	1773	
3639	4459	2095	3055	3104	28002	
189	219	99	195	190	2121	
223	255	152	225	213	2117	
241	279	219	225	227	1755	
188	233	179	331	212	3884	
570	642	223	495	551	3105	
233	322	144	225	270	3709	
543	614	305	520	525	3655	
320	360		293	303	341	
2557	2924	1321	2284	2491	20687	
306	622	No Contestation. Point de contestation.	2152	No Contestation. Point de contestation.	27625	
181	346					
246	453					
136	225					
171	276					
281	359					
300	452					
386	483					
249	325					
2256	3571		2152		27625	
90	122	53	1497	77	652	
364	519	280	514	326	4093	
226	348	345	351	243	2975	
201	297	256	211	206	2158	
195	297		186	165		
149	295		180	140	1325	
		Ashford 31	Ashford 62		1097	
1225	1878	965	2981	1157	12300	
					Township of Ashford.	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
		BLANCHET.	GIROUX.	
LEVIS.....	St. Etienne.....	37	37	
	St. Joseph de la Pointe Lévi	215	162	
	Notre Dame de la Victoire..	93	41	
	St. Romuald	75	99	
	St. Lambert.....	120	58	
	St. Nicholas.....	84	136	
	St. Jean Chrysostôme.....	6	213	
	St. Henri	150	126	
	Village of Bienville.....	62	29	
	Ville de Lévis:—			
	Lauzon Ward.....	42	27	
	St. Lawrence do.....	177	27	
	Notre Dame do.....	126	59	
	Majority for J. G. BLANCHET, Esq } Majorité pour " }		1187	1014
City of LONDON.....	Ward No. 1.....	CARLING. 128	McBRIDE. 80	
	Ward No. 2.....	142	109	
	Ward No. 3.....	229	124	
	Ward No. 4.....	54	30	
	Ward No. 5.....	118	95	
	Ward No. 6.....	113	31	
	Ward No. 7.....	59	21	
	Majority for the Hon. JOHN CARLING, } Majorité pour " }		843	490
LOTBINIERE.....	H. G. JOLY, Esq.....			
MASKINONGE...	Maskinongé (St. Joseph)...	HOUBE. 113	CARON. 80	
	Rivière du Loup.....	174	84	
	St. Léon.....	63	164	
	St. Justin.....	131	26	
	Ste. Ursule.....	134	94	
	Ste. Paulin.....	20	61	
	St. Didace.....	117	146	
	St. Antoine.....			
	St. Joseph.....			
	Hunterstown.....	1	24	
	Majority for M. HOUBE, Esq. } Majorité pour " }		753	679

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
74	97				A Poll was opened at St. Etienne on the Election in 1861; but as no Electoral List had been delivered to the Returning Officer, it was at once closed. Un poll fut ouvert à St. Etienne de la Malbaie à l'élection de 1861; mais comme aucune liste d'électeurs ne fut remise à l'officier rapporteur, il a été fermé de suite.	
377	512		439	315		
134	326		811	578		
174	245		187	167		
178	285		209	182		
220	290		321	249		
219	233		217	147		
276	362		356	259		
91	128					
69	133					
204	329					
185	285					
2201	3235		2540	1897		
203	382					
251	419	745	1236	No Contestation. Point de contestation	11555	
353	556					
84	149					
213	381					
146	252					
80	120					
1335	2259	745	1236		11555	
By acclamation. Par acclamation.		2376	4933	1153	20018	At the election in 1861 there were no Returns from the Townships of St. Giles, St. Sylvester, & St. Agathe.
193	283	385	315	158	2325	
258	341		328	228	2980	
227	302	237	58	210	2218	
157	200			126	1646	
228	287	251	173	139	2191	
81	111	147	232	40	1065	
263	374	132	131	52	1654	
		329				
25	36				711	
1432	1934	1481	1242	953	14790	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
MEGANTIC.....	Somerset, North.....	IRVINE. 7	HERBERT. 121
	Inverness.....	249	39
	Ireland and Coleraine.....	136	8
	Somerset, South.....	28	136
	Leeds and Thetford.....	158	4
	Halifax, North.....	53	247
	Halifax, South.....	133	97
	Nelson.....	74	39
	Village of Plessisville.....	20	26
	Majority for GEORGE IRVINE, Esq..... Majorité pour ".....	141	858	717
MIDDLESEX, EAST RIDING.....	West Nissouri.....	WILSON. 199	EVANS. 222
	London.....	750	407
	North Dorchester.....	267	208
	Westminster.....	291	571
	Majority for C. WILSON, Esq..... Majorité pour ".....	99	1507	1408
MISSISQUOI.....	JAMES O'HALLORAN,		
MONTCALM.....	JOSEPH DUFRESNE,		
MONTMORENCY.....	Laval.....	CAUCHON. 17	TOURANGEAU. 69
	L'Ange Gardien.....	54	71
	Chateau Richer.....	44	62
	St. Anne.....	41	12
	St. Joachim.....	50	28
	St. Férol.....	32	44
	St. Famille.....	27	34
	St. François.....	107	18
	St. Jean.....	77	7
	St. Laurent.....	77	22
	St. Pierre.....	77	22
Majority for the Hon. Mr. CAUCHON..... Majorité pour l'hon. ".....	159	526	367
NAPIERVILLE.....	St. Cyprian.....	COUPAL. 466	BENOIT. 39
	St. Patrick.....	157	32
	St. Edward.....	109	125
	St. Michael.....	115	181
	St. Rémi.....	57	390
Majority for S. COUPAL dit LA REINE, Esq..... Majorité pour ".....	87	904	817

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	Number of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électoralé d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
128	202	*205	454	117	1398	* North and South.
288	383	217	283	187	2481	
144	162	112	360	88	990	Thetford.
164	180	120	244	244	2598	
162	351	178	311	.....	282	Leeds.
300	421	423	292	.....	2550	
230	300	56	109	.....	2470	Broughton.
113	196	210	565	171	1689	
46	108	41	173	59	2353	1078
1575	2303	1019	2808	1158	17889	
421	534	193	407	383	3147	
1157	1488	704	1269	1093	9666	
475	590	231	448	442	4027	
862	1074	487	739	785	6285	
2915	3686	1615	2863	2703	23125	
Acclamation.....	.....	.....	2430	1953	18608	
Acclamation.....	.....	1383	1514	1617	14758	
.....	.....	.....	1264	.....	11136	
86	105	199	.....	.....	.....	No contestation. Point de contestation.
125	177	195	.....	.....	.....
106	139	412	.....	.....	.....
53	88	143	.....	.....	.....
78	91	143	.....	.....	.....
78	90	99	.....	.....	.....
61	65	72	.....	.....	.....
125	145	156	.....	.....	.....
84	100	101	.....	.....	.....
99	121	101	.....	.....	.....
893	1121	1412	1264	.....	11136	
505	738	408	.....	.....	.....	No contestation. Point de contestation.
239	362	159	.....	.....	.....
234	327	207	.....	.....	.....
296	400	201	.....	.....	14513	
447	627	310	.....	.....	.....
1721	2454	1294	.....	.....	14513	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
MONTMAGNY.....	St. Thomas.....	BEAUBIEN. 237	BLAIS. 133
	Montmagny Village.....		
	Cap St. Ignace.....	235	32
	St. Antoine.....	57	3
	St. Pierre.....	43	62
	St. François.....	13	202
	L'Assomption de Berthier... Township of Montmagny...	9 23	84 41
	Majority for J. O. BEAUBIEN, Esq..... Majorité pour	60	
		617	557
	MONTREAL, City, EAST.....	St. Mary's Ward, No. 1.....	CARTIER. 251	DORION. 137
do 2.....		204	37
do 3.....		173	37
St. Lewis Ward, No. 1.....		179	146
do 2.....		98	295
do 3.....		267	192
St. James' Ward, No. 1.....		294	75
do 2.....		178	131
do 3.....		237	152
Majority for Hon. G. E. CARTIER..... Majorité pour l'hon.		671	
	1881	1202	
MONTREAL— CENTRE.....	East Ward.....	ROSE. 239	HOLTON. 169
	West Ward.....	296	279
	Centre Ward.....	204	203
	Majority for Hon. JOHN ROSE..... Majorité pour l'hon.	88	
	739	651	
MONTREAL— WEST.....	St. Ann's Ward, No. 1.....	MCGEE. 379	YOUNG. 114
	do 2.....	339	67
	do 3.....	411	129
	St. Antoine Ward, No. 1.....	285	149
	do 2.....	52	262
	do 3.....	194	201
	St. Lawrence Ward, No. 1.....	224	131
	do 2.....	122	150
	do 3.....	84	155
	Majority for Hon. T. D'ARCY MCGEE..... Majorité pour l'hon.	732	
	2090	1358	

of the Elections to the Legislative Assembly in each County.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858.	1861.		
370	382	407	580	240	Small Islands.	
267	335	264	403	214		
60	87	48	71	49		
105	129	178	182	39		
215	375	292	281	11		
93	153	111	161	11		
64	87	32				
1174	1837	1320	1710	553		
				13386		
388	1206			383		10196
241				244		
210				156		
325	1677			383	12667	
393				418		
459				383		
369	1668			407	13104	
309				250		
389				405		
3083	4551	Cartier ...	3967	3029	35967	
		Rose	4463			
408	530	Starnes ...	4337	296	2495	
575	815			334	1424	
407	602	Dorion ...	4565	454	2831	
1390	1947	Holton	4289			
		McGee ...	4402	1084	3318	
493	2485			No contestation. Point de contestation.	16200	
406						
540						
434	2375				15190	
314						
395						
272	1614				12898	
239						
3448	6474				90323	

Religious Institutions.
Institutions religieuses.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
MIDDLESEX, WEST RIDING.....	Adelaide.....	SCATCERD. 169	MOYLE. 92	
	Caradoc.....	232	71	
	Delaware.....	128	40	
	Ekfrid.....	253	18	
	Lobo.....	283	24	
	Metcalfe.....	88	138	
	Mosa.....	156	31	
	East Williams.....	183	56	
	West Williams.....	94	49	
	Village of Startbroy.....	38	29	
	Majority for THOMAS SCATCERD, Esq. } Majorité pour "		1626	548
NIAGARA— Town of	Western Ward.....	SIMPSON. 83	BOULTON. 25	
	Centre Ward.....	47	12	
	Eastern Ward.....	61	12	
	Township of Niagara.....	96	153	
	Majority for JOHN SIMPSON, Esq. } Majorité pour "		287	202
NICOLET.....		JOSEPH GAUDET.....		
NORFOLK.....	Walsingham.....	WALSH. 326	WALRATH. 227	
	Charlotteville.....	304	205	
	Windham.....	374	259	
	Woodhouse.....	215	273	
	Middleton.....	226	151	
	Town of Simcoe.....	163	77	
	Houghton.....	171	98	
	Townsend.....	254	573	
	Majority for A. WALSH, Esq. } Majorité pour "		2033	1863
	NORTHUMBER- LAND, EAST RIDING	Cranabe	BIGGAR. 236	KEELER. 195
Village of Colborne.....		35	54	
Seymour.....		141	269	
Township of Brighton.....		252	152	
Village of Brighton.....		136	40	
Murray.....		326	103	
Perey.....		171	287	
Majority for J. L. BIGGAR, Esq. } Majorité pour "			1297	1100

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in — Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
261	395	205	385	324	2500	
303	504	150	466	418	4422	
168	291	91	225	218	2324	
271	477	122	321	361	2574	
307	461	201	486	392	3556	
226	334	170	238	235	1746	
189	472	101	421	348	3033	
239	362	89	659	274	2475	
143	343			245	2221	
67	93			59	751	
2174	3732	1129	3211	2874	25602	
108	160	No contesta- tion.		112		
59	114	Point de contesta- tion.	285	69	2070	
73	110			90		
249	303			222		
489	637		619	493	4470	
Acclamation		363	2653	No contestation Point de contes- tation.	21563	
553	738	136	479	507	4855	
509	717	226	409	137	3475	
633	722	239	478	427	4095	
488	651	205	418	403	3703	
377	447	135	315	314	2903	
240	410	100	188	238	1856	
269	334	45	174	232	1959	
827	965	342	681	640	5742	
3896	4934	1478	3142	3198	28590	
437	554	255	561	423	3841	
80	124			93	806	
410	517	140	370	347	3842	
404	538			410	3713	
176	248	277	501	156	1182	
427	500			404	3612	
458	560	168	416	436	3515	
2397	3041	1049	2324	2269	20511	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.	
NORTHUMBERLAND, WEST RIDING.....		JAMES COCKBURN.	
ONTARIO, NORTH RIDING		McDOUGALL.	CAMERON.
	Reach.....	372	309
	Scugog.....	69	15
	Uxbridge.....	348	180
	Scott.....	118	160
	Brock.....	135	370
	Thoro.....	88	140
	Rama.....		
	Mara.....	115	48
Majority for the Hon. Wm. McDougall..... } Majorité pour l'hon. "..... }		23	
		1245	1222
ONTARIO, SOUTH RIDING		MOWAT.	LAING.
	Pickering.....	425	220
	Whitby, East.....	162	19
	Whitby, West.....	171	77
	Village of Oshawa.....	138	42
	Town of Whitby:—		
	North Ward.....	59	61
	Centre Ward.....	43	58
	South Ward.....	20	62
Majority for the Hon. Mr. Mowatt..... } Majorité pour l'hon. "..... }		479	
		1018	539
OXFORD, NORTH RIDING.....		McKENZIE.	BARWICK.
	East Nissouri.....	238	176
	East Zorra.....	210	222
	West Zorra.....	350	67
	Embros.....	34	15
	Blandford.....	85	106
	Blenheim.....	371	242
	Woodstock:—		
	St. Patrick's Ward.....	24	51
	St. Andrew's Ward.....	48	45
	St. George's Ward.....	39	77
	St. John's Ward.....	18	81
	St. David's Ward.....	3	47
Majority for Hope F. McKenzie, Esq. } Majorité pour "..... }		291	
		1420	1129
PETERBOROUGH.....		WILLIAM S. CONGER.	

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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	1854.	1858.	1861.			
Acclamation.....	1155	1960	2339	20081		
681	876	360	673	641	6214	
84	104	69	68	782	
528	594	186	469	407	3933	
278	333	78	223	206	2169	
505	557	279	436	418	4625	
228	253	94	177	192	1625	
.....	123	170	372	
163	197	21	1965	
2467	2914	1018	2170	2102	21685	
645	1008	408	854	480	8002	
181	467	776	237	3665	
254	483	212	3546	
180	368	83	210	220	2009	
120	183	} 538 {	145	120	} 2697	
101	183		130	72		
82	145		123	66		
1557	2837	1029	2238	1407	19919	
414	496	No contestation. — Point de contestation.	356	411	3484	
432	653		400	392	4508	
417	594		411	3691	
49	78		471	57	551	
191	251		169	167	1996	
613	743		626	589	6968	
75	160		} 398 {	57	} 3353
93	152			156	
116	204			82	
99	158			74	
50	74	33	
2549	3563	2420	2429	24551	
Acclamation.....	No Contestation. (Point de contestation.)	2576	2558	24651		

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
CITY OF OTTAWA	Ottawa Ward	CURRIER. 130	SCOTT. 187	
	By Ward	152	212	
	St. George Ward	163	87	
	Wellington Ward	163	51	
	Victoria Ward	150	34	
	Majority for J. M. CURRIER, Esq.	} 187.	758	571
	Majorité pour "			
OTTAWA	Templeton	WRIGHT. 188	DAWSON. 21	
	Eardley	113	4	
	St. Angelique	85	123	
	Lochaber and Gore	51	202	
	Hull and Aylmer	439	161	
	Wakefield	101	8	
	Low	90	36	
	Ripon and Hartwell	39	45	
	St. Andrew Avellin	57	136	
	Notre Dame de Bonsecours	2	108	
	Buckingham	140	171	
	Portland	2	5	
	Waltham			
	Masham	84	101	
	Aylwin	38	5	
	Wright	84		
	Majority for ALONZO WRIGHT, Esq.	} 337.	1513	1126
Majorité pour "				
OXFORD, SOUTH RIDING	East Oxford	BROWN. 112	COOK. 44	
	North Norwich	111	78	
	South Norwich	133	7	
	Dereham	213	9	
	Village of Ingersoll	187	10	
	West Oxford	170	16	
	North Oxford	127	3	
	Majority for the Hon. GEORGE BROWN	} 895.	1062	167
Majorité pour l'hon. "				
PEEL	Caledon	CAMERON. 325	MCLAREN. 360	
	Toronto	439	331	
	Streetsville	60	46	
	Chinguacousy	419	394	
	Albion	399	252	
	Gore of Toronto	109	107	
	Town of Brampton	135	129	
Majority for the Hon. J. H. CAMERON	} 217.	1886	1669	
Majorité pour "				

of the Elections to the Legislative Assembly in each County, &c.—Continued.
des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858	1861.		
317	592				No contestation. Point de contestation.	
364	684					
250	450					
214	337					
184	316					
1329	2429	378	1181			14669
200	326	108	213	84	Hull. Aylmer. Ripon. Hartwell. Population of 23 places mentioned in census other than in Poll Books. — Population de 23 places mentionnées dans le recensement autres que dans les livres de polls.	
117	156	45	68	106		
208	278	166	206	129		
253	339	98	191	193		
600	546	237	417	346		
109	148	37	48	75		
126	153	6	124	81		
84	94			24		
193	251	138	250	97		
110	142	79	111	98		
311	519	120	363	212	2451	
7	38				3603	
		51	71		429	
155	261			194	1764	
43	69				4262	
84	108					
2639	3428	1083	2062	1639	27757	
156	428	132	331	332	2731	
189	525	} 328	498	433	3434	
140	407		364	315	2949	
222	797	223	652	621	5476	
197	504		364	310	2577	
195	446	132	307	276	2735	
130	315	99	229	215	1773	
1229	3422	914	2745	2502	21675	
685	778	307	537	626	4588	
820	1257	368	709	741	6592	
106	166			115	730	
813	1017	529	730	795	6897	
651	773	284	530	639	5078	
216	261	115	224	215	1728	
264	359	72	192	251	1627	
3555	4611	1675	2922	3852	27240	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.		
PRINCE EDWARD.....	Pictou:—	Ross.		ANDERSON.
	Tecumseth Ward	29		47
	Brock Ward.....	72		60
	Hallowell Ward.....	69		36
	Village of Wellington.....	42		35
	Township of Hallowell.....	286		189
	do Athol.....	124		112
	do Marysburg.....	271		281
	do Sophiasburg.....	289		147
	do Ameliasburg.....	264		238
	do Hillier.....	180		174
	Majority for WALTER ROSS, Esq.....	312		
Majorité pour ".....		1626		1314
PRESCOTT	South Plantagenet.....	HIGGINSON.	O'BRIEN.	FRIEL.
	North Plantagenet.....	68	11	9
	East Hawkesbury.....	59	5	93
	Village of Hawkesbury.....	241		124
	Alfred.....	164		
	Caledonia.....	63	18	56
	Longueuil.....	58	40	3
	West Hawkesbury.....	97	25	6
		170	8	5
	Majority for THOMAS HIGGINSON, Esq... }	624		
Majorité pour ".....		920	107	206
RENFREW.....	Buchanan, Pettawawa, } Wylie, McKay, Rolph }	McINTYRE.		O'KELLY.
	Ross	77		30
	Grattan and Algona	94		57
	Westmeath.....	25		107
	Village of Renfrew.....	66		151
	Stafford.....	67		1
	Wilberforce.....	62		62
	Bromley.....	59		44
	Sebastopol and Griffith.....	46		59
	Brudenell and Raglan.....	9		6
	Admastown.....	10		6
	McNab.....	132		1
	Horton.....	180		19
	Pembroke.....	116		5
	Village of Pembroke.....			56
	Alice.....			76
	Bagot and Blithfield.....	44		60
	Brougham.....	5		17
	Village of Arnprior.....	41		22
	Maria and Head.....			13
Majority for ROBERT McINTYRE, Esq... }	112			
Majorité pour ".....		904		792

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc —Suite.

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		1854.	1858.	1861.		
76	103	80	184	85	2067	
132	173			95		
105	140			101		
475	579	232	458	415	3629	
236	263	114	195	201	1823	
552	578	244	487	464	3853	
436	506	176	337	378	2857	
497	601	304	432	460	3487	
354	412	203	366	398	3153	
2940	3447	1353	2459	2598	20869	
68	163	No contestation. Point de contestation.	136	116	1238	
157	235		189	140	2539	
365	537		405	371	4226	
164	171		279	141	1259	
137	259		147	145	1359	
101	162		135	128	1081	
123	179		204	109	1611	
183	245			191	2186	
1323	1951			1495	1341	15499
30	43				18	383
134	171	29	146	128	256	
201	314			62	1311	
176	234	48		157	1677	
67	90		289	55	2001	
62	63			45	700	
102	121	49	141	96	550	
103	134		99	1288		
15	32		123	24	1275	
16	23			16	590	
133	153	29	302	120	1023	
199	240	71	252	238	1713	
121	148	79	214	97	2870	
56	75	67	124	58	1192	
78	105		59	604		
60	68		215	57	637	
61	79	33	267	53	727	
5	7				1550	
63	96			178	2870	
13					1192	
1696	2196	403	2088	1382	20325	

Buchanan, Pettawawa & McKay
Rolph and Wylie.

Brudenell, Raglan & Radcliffe.

Including Arnprior.

Bagot and Brougham.
Blithfield.

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.			
QUEBEC (City) } EAST		P. G. HUOT, Esq.,			
QUEBEC (City) WEST	Banlieue, No. 1..... Banlieue, 2..... St. Peter's Ward, 1..... St. Peter's Ward, 2..... Montcalm Ward, 1..... Montcalm Ward, 2..... Champlain Ward, 1..... Champlain Ward, 2.....	ALLEYN. 147 122 61 190 64 42 86 220		SHAW. 8 37 25 118 31 39 29 29	
Majority for the Hon. CHARLES ALLEYN... Majorité pour l'hon. "		942		316	628.
QUEBEC (City) CENTRE.....	Banlieue, No. 1..... Banlieue, 2..... St. Lewis Ward, 1..... St. Lewis Ward, 2..... Montcalm Ward, 1..... Montcalm Ward, 2..... Palace Ward, 1..... Palace Ward, 2..... St. John's Ward, 1..... St. John's Ward, 2..... St. John's Ward, 3.....	THIBEAUDEAU. 13 62 21 99 192 44 18 244 108 97		SIMARD. 11 7 73 24 73 72 54 19 106 71 114	
Majority for the Hon. I. THIBEAUDEAU ... Majorité pour l'hon. "		898		624	274.
QUEBEC	Charlesbourg	EVANTUREL. 151 131 104 78 19 200		LANGEVIN. 48 79 151 13 18 85	
	St. Dunstan (Lake Beauport) St. Gabriel (Valcartier)	36 45		27	
Majority for the Hon. F. EVANTUREL		773		421	352.

of the Elections to the Legislative Assembly in each County, &c.—Continued.
des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858.	1861.		
		Acclamation				
155	511	City not in divisions in 1854. La cité n'était pas partagée en divisions en 1854.	The election for the City of Quebec in '58 was declared null and void by the House. L'élection de 1858 pour la cité de Québec fut déclarée nulle par la Chambre.	1340	18770	The population for the division of "Banlieue" is included. La population pour la division de la Banlieue est comprise.
159	511	City not in divisions in 1854. La cité n'était pas partagée en divisions en 1854.	The election for the City of Quebec in '58 was declared null and void by the House. L'élection de 1858 pour la cité de Québec fut déclarée nulle par la Chambre.	No contestation. Point de contestation.	3435	St. Peter's Ward.
309	877				4968	Champlain Ward.
95	506				8403	
81	717					
115						
238						
1258	2611					
24	146	Alley, 2267	The election for the City of Quebec in 1858 was declared null and void by the House. L'élection de 1858 pour la cité de Québec fut déclarée nulle par la Chambre.	7		For population, see County. Pour la population, voyez le comté.
7		Blanchet, 2514		33		
135	455	Chabot, 4240		109	5520	
45		Stuart, 1188		51		
172	568	Dubord, 1103		111	7783	
264		Simard, 1170		153		
98	345			125	3020	
37				39		
350	1042			138		
179				246	7603	
211				181		
1522	2556			1173	23936	
199	356	No Contestation. Point de contestation.		322	2447	
210	338			303	2203	
255	387			492	2312	
91	235			394	1509	
37	621			481	3580	
294	420			200	3260	
				89	489	St. Edmond.]
	65			201	505	
	240			63	1687	
					N.-D. de Québec, 1181	
					St. Roch, 6936	
					G. Hospital, 274	
					Lunatic Asylum, 490	
1194	2662			3245	1721	Voted in Banlieue, Quebec.
					27893	

RETURN from the Clerk of the Crown in Chancery, prepared from the Records

RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.				
		WEBB.	FELTON.	DECAZES.		
RICHMOND and WOLFE	Village of Melbourne.....	18	8	.....	
	Wolfestown.....	16	9	107		
	Windsor and Stoks.....	77	19	.....	
	Weedon.....	5	19	118		
	Cleveland.....	97	81	5		
	Melbourne and Brompton Gore.....	321	37	.....	
	St. Camille.....	1	2	80		
	Dudswell.....	19	87	9		
	Ham and South Ham.....	4	8	7		
	St. George of Windsor.....	6	23	63		
	Brompton.....	53	11	.....	
	Wotton.....	2	21	190		
	Danville.....	35	7	4		
	Shipton.....	197	73	6		
	Garthly and Stratford.....	3	31	61		
Village of Richmond.....	39	33	1			
Majority for W. H. WEBB, Esq.....		706	469	651		
Majorité pour ".....		145				
RICHELIEU.....	St. Pierre.....	338	180	103	2	
	St. Ours.....	227	42	.....	
	St. Roch.....	79	12	4		
	St. Victoire.....	2	79	70		
	St. Robert.....	22	148	1		
	St. Aimé.....	104	139	13		
	St. Marcel.....	66	25	29		
	Majority for J. F. PERRAULT, Esq.....		338	625	150	72
	Majorité pour ".....		213			
RIMOUSKI.....	GEORGE SYLVAIN.					
ROUVILLE.....	St. Césaire.....	70	439		DRUMMOND.	
	St. Paul d'Abbotsford.....	26	114		.....
	L'Ange Gardien.....	82	159		.....
	St. Hilaire.....	71	102		.....
	St. Jean Baptiste.....	212	75		.....
	St. Marie.....	438	36		.....
	St. Marieville.....	.....		.....
	St. Mathias.....	173	108		.....
Majority for J. N. POULIN, Esq.....		1072	1633		.....
Majorité pour ".....		39				

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes données dans chaque division.	Number of Voters on the Voters List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of votes polled at the Election in. Nombre de votes donnés à l'élection de			Population of each constituency according to the Census of 1861. Population de chaque division électorale d'après le recensement de 1861.	REMARKS. OBSERVATIONS.
		1854.	1858.	1861.		
26	40	.....	.....	25	243
132	230	.....	150	95	1472
96	168	.....	108	76	1264
142	176	.....	96	58	809
183	245	.....	208	201	1916
258	311	.....	304	171	2789
83	118	.....	.....	65	486
115	106	.....	118	79	727
19	47	.....	43	22	833
92	140	.....	.....	91	.....
64	105	.....	69	39	.....
213	322	.....	288	188	1533
49	68	.....	.....	36	540
276	355	.....	318	196	2132
95	127	.....	130	60	688
73	99	.....	.....	.....	.....
1016	2667	.....	1938	1402	15432
623	1005	428	994	553	3550	
269	313	446	726	242	4778	
95	152	.....	.....	74	528
151	249	142	202	124	1731	
171	243	118	227	114	1005	
256	384	145	400	278	1528	
120	191	69	152	78	1369	
1683	2537	1348	2701	1461	3368	
.....	.....	.....	.....	.....	1213
Acclamation.....	1470	2232	1674	20854	19070	
509	658	451	790	464	4728	
140	296	46	232	120	1550	
241	417	72	235	247	1943	
173	237	106	220	161	1589	
287	355	180	299	288	2106	
484	542	470	528	364	3721	
.....	106	.....	.....	.....	761
281	329	115	237	276	1829	
2105	2880	1440	2641	1920	18227	

Included in Windsor.
Compris dans Windsor.
Included in Melbourne and Brompton Gore.
Compris dans Melbourne et Brompton Gore.

Parish.
Town, Village and Convent.
Village.
Parish.

RETURN from the Clerk of the Crown in Chancery, prepared from the Records
RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.		
		BELL.	HUNTER.	
RUSSELL.....	Cambridge.....	26	25	
	Clarence	58	73	
	Cumberland	63	155	
	Russell	103	69	
	Osgoodef.....	272	210	
	Gloucester.....	236	99	
	Majority for ROBERT BELL, Esq., } Majorité pour " }	127	758	631
ST. HYACINTHE.....	Honorable LOUIS VICTOR SICOTTE			
ST. JOHN'S.....	FRANÇOIS DOURASSA, Esq.....			
ST. MAURICE.....	St. Boniface (Shawenogan)	80	103	
	St. Etienne	101	94	
	St. Barnabé	107	132	
	Caxton.....			
	St. Anne (Yamachiche)....	118	133	
	St. Sévere	77	26	
	St. Maurice (Pointe du Lac)	96	86	
	Three Rivers.....	38	27	
Majority for CHARLES LAJOIE, Esq., } Majorité pour " }	16	617	601	
SHEFFORD	Township of Shefford	447	99	
	do Granby	207	45	
	Village of Granby	49	13	
	Township of Milton	134	179	
	do Roxton	116	119	
	do Ely	114	180	
	Mu'pality of North Stukely	47	309	
	do South Stukely	74	39	
	Village of Roxton Falls..	76	45	
	Majority for the Hon. L. S. HUNTINGTON, } Majorité pour " }	227	1264	1037

of the Elections to the Legislative Assembly in each County, &c.—Continued.
des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858.	1861.		
51	81		390	79	669	† In the County of Carleton, united with Russell for electoral purposes. — Compris dans le comté de Carleton, uni au comté de Russell pour les fins électorales.
131	176	39	153	125	1732	
218	259	64	253	196	2609	
172	208	46	149	110	1814	
482	547	257	460	471	4332	
335	389	226	309	305	4522	
1389	1660	632	1714	1286	15678	
By acclamation. Par acclamation.		No contestation. Point de contestation.			1601	18877
By acclamation. Par acclamation.			918		650	14853
183	233	946	36	83	1010	
195	272		83	118	2054	
239	293		94	110	1631	
251	307		531	232	3213	
103	132		85	61	936	
182	206		144	71	1649	
65	104		76	43	607	
1218	1547	946	1049	718	11100	
546	633	No contestation. Point de contestation.		496	3712	
252	345		273	2571		
62	94		74	700		
313	448		320	2700		
235	332		481	3433		
303	398		290	1748		
356	437		331	2820		
113	147		79			
121	155					
2301	2989			2344	17779	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
TOWN OF SHERBROOKE..	.....	HONORABLE A. T. GALT,	
NORTH SIMCOE.	Flos..... Medonte..... Nottawasaga..... Vespra..... Sunnidale..... Oro..... Orillia and Matchedash..... Tiny and Tay..... Barrie..... Collingwood—East Ward... West Ward... Centre Ward..	McCONKEY 70 102 261 97 77 336 25 26 157 29 25 33	MORISON. 51 115 255 44 23 99 153 139 102 16 14 52
Majority for T. D. McCONKEY, Esq..... Majorité pour ".....	.....	1238	1063
SIMCOE, SOUTH RIDING.....	.....	THOMAS R. FERGUSON, Esq.	
SOULANGES	St. Polycarpe..... St. Zotique..... Coteau Landing..... St. Ignace..... St. Clet..... St. Joseph..... Village des Cèdres.....	DUCKETT. 111 203 152 89 161	PREVOST. 331 43 57 29 77
Majority for W. DUCKETT, Esq..... Majorité pour ".....	.....	716	537
STANSTEAD.....	.....	ALBERT KNIGHT, Esq.	
STORMONT.....	Roxburgh..... Finch..... Osnabruck.....	AULT. 187 148 398	COLQUHOUN. 87 137 220
Majority for SAMUEL AULT, Esq..... Majorité pour ".....	.....	733	444

of the Elections to the Legislative Assembly in each County, &c.—Continued.
des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on Voters' List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in — Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. — OBSERVATIONS.	
		1854.	1858.	1861.			
{ Accla- mation. }	.....	{ No contestation. — Point de contestation. }			715	5899
121 217 516 141 100 435 178 165	143 252 590 173 122 488 223 198	64 105 114 102 102 218 68 85	No contestation. — Point de contestation.	103 199 466 130 82 377 158 174	953 1638 3890 1006 985 3036 1394 1901 146	Reformatory Prison.—(Prison de Réform.)	
259 45 39 85	331 62 64 119	101	No contestation. — Point de contestation.	195 45 37 81	2134 297 1408	Morrison and Muskoka T'ships. (T'ps de Morrison et Muskoka.)	
2301	2765	657		2047	18878		
{ Accla- mation. }	{ No con- testation. — Point de contestat'n. }			2691	2202	25842
142 246 209 118 238	594 274 79 303 150 328 28	602 264 S79 243 175 586	No contestation. — Point de contestation.	424 243 262 116 224	1413 3178 1611 488 2116 1121 2035 259	St. Téléspore.	
1253	1756	S79		1870	1209	12221	
Acclamat'n	.....	303		1642	1223	12258
274 285 618	389 402 794 393	No contestation. — Point de contestation.	422 329 817	270 254 253	3176 2399 5639	
1177	1585	393		1568	777	11214	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
TORONTO (City)...	West Division :—	McDONALD.	ROBINSON.
	St. George's Ward.....	121	99
	St. Andrew's Ward.....	364	210
	St. Patrick's Ward.....	218	238
	St. John's Ward.....	577	266
Majority for JOHN McDONALD, Esq.....	} 462		
Majorité pour ".....		1275	813
TORONTO (City)...	East Division :—	SMITH.	CRAWFORD.
	St. James' Ward.....	516	226
	St. David's Ward.....	426	331
	St. Lawrence Ward.....	272	168
Majority for A. M. SMITH, Esq.....	} 489		
Majorité pour ".....		1214	725
VERCHERES	Verchères.....	GEORFRION.	MARCHESSAU.
	Varenes.....	363	4
	St. Julie.....	164	204
	Belœil.....	82	77
	St. Marc.....	73	115
	St. Antoine.....	35	43
	Contrecoeur.....	63	166
Majority for F. GEORFRION, Esq.....	} 226		
Majorité pour ".....		904	678
VICTORIA.....	Lindsay :—	DUNSFORD.	SMITH.
	East Ward.....	38	32
	South Ward.....	38	43
	North Ward.....	20	15
	Ops.....	155	181
	Mariposa.....	309	221
	Emily.....	141	251
	Eldon.....	122	132
	Fenelon.....	134	122
	Verulam and Somerville....	152	42
	Carden.....	22	3
	Bexley and Saxton.....	19	72
	Lutterworth and Anson.....	12	26
Majority for J. W. DUNSFORD, Esq.....	} 23		
Majorité pour ".....		1163	1140

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters List in each Division. Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in Nombre de votes donnés à l'élection de			Population of each Constituency according to the Census of 1861. Population de chaque division électorate d'après le recensement de 1861.	REMARKS. OBSERVATIONS.		
		1854.	1858.	1861.				
220	520	Cameron .. 1184 Bowes 1039				* The City of Toronto was not divided into East and West Divisions in 1856, and there were three Candidates for Election in that year. † Religious, Collegiate and other Public Institutions in East and West Toronto. * La Cité de Toronto n'était pas divisée en divisions Est et Ouest en 1856, et il y avait trois Candidats pour l'élection cette année-là. † Collège et autres institutions religieuses publiques dans Toronto Est et Ouest.		
574	1280				2823			
451	1020			*351	244		6252	
843	1675			1052	566		5809	
			953	474	8034			
			1245	743	†1912			
2088	4495		3601	2027	24830			
742	1689	Sherwood ... 995 Ridout..... 331 Boulton..... 30					Institution.	
757	1536			1291	809			8406
440	1021			1230	759			7904
			746	511	3681			
1939	4246		3267	2079	19991			
367	447		260	340	304	3210		
368	467		229	377	373	3153		
159	227		292	370	175	1433		
188	251		235	319	245	1960		
78	207		117	155	137	1564		
229	286		140	332	232	1821		
193	253		255	297	250	2141		
1582	2138		1528	2190	1716	15485		
186	346			166	226	1907		
386	486	} 123	215	335	379	2872		
530	675		269	554	578	5503		
392	520		245	460	469	3023		
254	329		81	212	264	2508		
256	409			210	249	2122		
194	243			161	146	2159		
25	48				9	626		
91	155				72	639		
39	58				79	597		
2303	3277			983	2107	2471	28039	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. Comté.	Subdivisions.	CANDIDATES. CANDIDATS.	
WATERLOO, NORTH RIDING....	North Waterloo.....	FOLEY. 142	JACKSON. 8
	Woolwich	172	5
	Wellesley	241	159
	Town of Berlin	40	87
	Village of Waterloo	55	21
	Majority for the Honble. M. H. FOLEY, } Majorité pour l'hon. " } 370		650	280
WATERLOO, SOUTH RIDING ...	Wilmot.....	COWAN. 193	ROBINSON. 322
	South Waterloo	257	113
	North Dumfries	406	121
	Village of New Hamburg ...	40	64
	do Preston.....	23	177
	do Hespeler.....	9	79
	Town of Galt:—		
	1st Ward.....	34	46
	2nd do	57	80
	3rd do	40	32
	4th do	6	14
	5th do	34	37
	Majority for JAMES COWAN, Esq..... } Majorité pour " } 64		1149	1085
WELLAND	Township of Bertie	STREET. 146	BRATTY. 151
	do Crowland	88	120
	do Humberstone... ..	243	122
	do Pelham	63	250
	do Stamford	204	155
	do Thorold	157	172
	do Wainfleet	131	131
	do Willoughby	97	53
	do Chippawa	100	35
	Clifton:—North Ward	39	9
	South do	24	6
	Centre do	56	9
	Fort Erie	38	34
	Village of Thorold.....	140	104
Wolland	36	55	
Majority for THOMAS C. STREET, Esq... } Majorité pour " } 156		1562	1406
WELLINGTON	SOUTH RIDING.....	DAVID STIRTON, Esq.	

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1855.	1861.		
150	451	226		187	3969	
177	546	187		240	5256	
400	656	34	No contestation.	426	5888	
127	288	82	Point de contestation.	114	1956	
76	165			84	1273	
930	2106	529		1051	18342	
515	669	694		520	6173	
370	491	518		351	3995	
527	663	522		538	4161	
104	155	118		63	868	
200	262	223		196	1538	
88	105			68	604	
80	124	943				
137	182		No contestation.	81	102	
72	105		Point de contestation.	117	132	
29	28			68	69	
121	142			20	22	
				94	118	
2234	2926	943		2455	2179	
297	410	212		268	2673	
208	242	138		225	1457	
365	451	155		305	3089	
313	389	251		347	2645	
359	481	200		334	3041	
329	408	236		352	2837	
262	324	179		271	228	
150	198	93		146	129	
135	176	31		108	142	
48	63				52	
30	49			158	32	
65	101				72	
72	153			42	55	
244	133	80		198	221	
91	312				75	
2968	3881	1575		2754	2578	
					24988	
By Acclamation. Par acclamation.						
No contestation. Point de contestation.						
				2025		
					21417	

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.		
WELLINGTON, NORTH RIDING.....	Amaranthe.....	PARKER. 33	CLARK. 106	
	Arthur.....	197	274	
	Garrafraxa.....	313	277	
	Luther.....	56	52	
	Maryborough.....	223	175	
	Minto.....	260	128	
	Nicol.....	198	121	
	Fergus.....	88	45	
	Peel.....	359	287	
	Pilkington.....	196	86	
	Village of Elora.....	120	30	
	Majority for Doctor PARKER, } Majorité pour le " }	463	2043	1581
	WENTWORTH, NORTH RIDING.....	Township of Beverley.....	NOTMAN. 395	BROWN. 212
		do W. Flamboro'..	210	252
do E. Flamboro'..		142	195	
Dundas.....				
Valley Ward.....		45	37	
Canal Ward.....		32	46	
Foundry Ward.....		29	52	
Mountain Ward.....		35	45	
Majority for WILLIAM NOTMAN, Esq., } Majorité pour " }	49	888	839	
WENTWORTH, SOUTH RIDING.....	Ancaster.....	RYMAL. 340	KERN. 1	
	Barton.....	125	180	
	Binbrook.....	105	119	
	Glanford.....	115	143	
	Saltfleet.....	120	162	
	Majority for JOS. RYMAL, Esq... } Majorité pour " }	290	805	605
YAMASKA.....	St. David.....	FORTIER. 356	SMITH. 4	
	St. Michel.....	210	2	
	St. François ..	49	157	
	St. Thomas de Pierreville..	41	152	
	St. Antoine de la Baie.....	135	98	
	St. Zéphirin.....	73	64	
	Majority for M. FORTIER, Esq. } Majorité pour " }	387	864	477

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

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		1854.	1858.	1861.		
139	222	28	123	162	1196	
471	628	109	303	479	3597	
500	802	153	551	632	4866	
118	241	Included in Arthur. Inclus dans Arthur.		78	689	
398	494		162	336	3134	
388	538		14	297	2341	
319	472	136	448	328	2395	
133	193			143	1117	
646	927	4	255	576	5008	
272	351	56	406	275	2397	
150	222			161	1043	
3624	5090	486	2262	3467	27783	
607	793	310	786	593	6339	
462	489	212	545	318	3933	
337	466	184	450	396	3815	
		139				
82	126		75	102	2852	
78	120		83	84		
81	111		82	101		
80	110		76	100		
1727	2215	845	2097	1694	16939	
341	617	219	533	457	5043	
305	408	152	381	246	2811	
224	275	97	230	200	2100	
258	294	111	321	208	2199	
282	346	160	258	259	2740	
1410	1940	739	1723	1370	14893	
360	638	No contestation. Point de contest.	536	421	3925	
212	277		281	181	2440	
206	299		446	216	2312	
193	355		384	234	2745	
233	308		415	182	2082	
137	420		207	255	1641	
1341	2297			2269	1489	16045

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RAPPORT du greffier de la couronne en chancellerie, tiré des archives

County. — Comté.	Subdivisions.	CANDIDATES. — CANDIDATS.		
YORK, NORTH RIDING ...	Village of Aurora.....	WELLS. 35	JARVIS. 28	
	King	294	68	
	East Gwillimbury	176	23	
	Whitechurch	169	43	
	Georgina	31	13	
	North Gwillimbury.....	54	13	
	Holland Landing.....	34	20	
	Newmarket	75	47	
	Majority for J. P. WELLS, Esq.....	613.	568	255
	Majorité pour "			
YORK, EAST RIDING.....	Yorkville	WRIGHT. 68	DUGGAN. 7	
	East York.....	130	19	
	Markham	311	72	
	Scarborough.....	139	62	
	Majority for AMOS WRIGHT, Esq.....	488.	648	160
Majorité pour "				
YORK, WEST RIDING.....	Vaughan	HOWLAND. 288	THOMPSON. 178	
	York.....	256	194	
	Etobicoke	148	77	
	Majority for the Hon. W. P. HOWLAND.....	243.	692	449
Majorité pour l'hon. "				

OFFICE OF THE CLERK OF THE CROWN IN CHANCERY,
QUEBEC, 6th October, 1863.

BUREAU DU GREFFIER DE LA COURONNE EN CHANCELLERIE,
QUÉBEC 6 Octobre, 1863.

of the Elections to the Legislative Assembly in each County, &c.—Continued.

des élections de l'Assemblée Législative dans chaque comté, etc.—Suite.

Total number of Votes polled in each Division. — Nombre total de votes donnés dans chaque division.	No. of Voters on the Voters' List in each Division. — Nombre d'électeurs inscrits sur la liste des électeurs dans chaque division.	Number of Votes polled at the Election in — Nombre de votes donnés à l'élection de			Population of each Constitu- ency according to the Census of 1861. — Population de chaque division électorale d'après le recense- ment de 1861.	REMARKS. — OBSERVATIONS.
		1854.	1858.	1861.		
03	146					
362	1112	339	727	355	8063	
199	542	261	459	217	3862	
212	833	287	646	230	6795	
44	177	38	152	106	1494	
67	242	72	149	101	1842	
54	93			35	741	
122	290			114		
1123	3435	997	2133	1158	22797	
					Included in Township of Whitechurch. — (Compris dans la Township de Whitechurch.)	
75	335	61	208	218	1570	
149	633	164	420	354		
383	1253	373	917	824	8658	
201	630	152	456	455	4854	
808	2851	750	2001	1851	15082	
					Included in population of West York. — (Compris dans la population de York Ouest.)	
466	857	282	569	525	7955	
450	688	197	707	380	10337	
225	450	108	437	253	3503	
1141	1995	587	1713	1158	21795	
					With East York. (Avec York Est.)	

L. R. FORTIER,

Clerk of the Crown in Chancery.
Greffier de la Couronne en Chancellerie.

LIST OF MEMBERS ELECTED AT THE LAST GENERAL ELECTION, 1863.

LISTE DES MEMBRES ELUS À LA DERNIERE ELECTION GENERALE DE 1863.

COUNTIES. COMTÉS.	Members Elected. Membres élus.
Argenteuil	Honorable J. J. C. Abbott.
Bagot	Honorable Maurice Laframboise.
Beauce	Henri E. Taschereau.
Beaubarnois	Paul Denis.
Bellechasse	Edouard Rémillard.
Berthier	Anseime H. Pâquette.
Bonaventure	Théodore Robitaille.
Brant, East Riding	John Young Bown.
" West " 	Edmund Burke Wood.
Brockville, Town	Fitzwilliam Henry Chambers.
Brome	Christopher Dunkin.
Carleton	William Frederick Powell.
Chambly	Charles Boucher de Boucherville.
Champlain	John Jones Ross.
Charlevoix	Adolphe Gagnon.
Chateauguay	Honorable L. H. Holton.
Chicoutimi and Saguenay.....	David Edward Price.
Compton	John Henry Pope.
Cornwall, Town	Honorable J. S. Macdonald.
Dorchester	Hector Louis Langevin.
Drummond and Arthabaska	J. B. E. Dorion.
Dundas	J. S. Ross.
Durham, East Riding	J. Shuter Smith.
" West " 	Henry Munro.
Elgin, East Riding	Leonidas Burwell.
" West " 	John Scoble.
Essex*	
Frontenac	William Ferguson.
Gaspé	John LeBoutillier.
Glogarry	D. A. Macdonald.
Grenville, South Riding	Walter Shanley.
Grey	George Jackson.
Haldimand	David Thompson.
Halton	John White.
Hamilton, City	Isaac Buchanan.
Hastings, North Riding	Thomas Campbell Wallbridge.
" South " 	Honorable Lewis Wallbridge.
Hochelega	Honorable Antoine Aimé Dorion.
Huntingdon	R. B. Somerville.
Huron and Bruce	James Dickson.
Iberville	Alexandre Dufresne.
Jacques Cartier	François Zéphirin Tassé.
Joliette	Hippolite Cornellier dit Grand-champ.
Kamouraska	Jean Charles Chapais.
Kent	Archibald McKellar.
Kingston, City	Honorable John A. Macdonald.
Lambton	Alexander Mackenzie.
Lanark, North Riding	Robert Bell.

* Special Return made by the Returning Officer. County not represented. Seat in contestation
(Rapport spécial fait par l'officier-rapporteur. Le comté est actuellement sans représentant. L'élection est contestée.)

LIST of Members Elected at the last General Election, 1863.—*Continued.*LISTE des membres élus à la dernière élection générale de 1863.—*Suite.*

COUNTIES. COMTÉS.	Members Elected. Membres élus.
Lanark, South Riding.....	Alexander Morris.
Laprairie.....	Alfred Pinsonneault.
L'Assomption.....	Louis Archambault.
Laval.....	Joseph H. Bellerose.
Lennox and Addington.....	Richard J. Cartwright.
Leeds and Grenville, North Riding.....	Francis Jones.
Leeds, South Riding.....	Albert Norton Richards.
Lincoln.....	William McGiverin.
L'Islet.....	Louis Bonaventure Caron.
Lévis.....	Joseph Goderic Blanchet.
London, City.....	Honorable John Carling.
Lotbinière.....	Henri Gustave Joly.
Maskinongé.....	Moise Houde.
Megantic.....	George Irvine.
Middlesex, East Riding.....	Crowel Willson.
" West ".....	Thomas Senteberd.
Missisquoi.....	James O'Halloran.
Montcalm.....	Joseph Dufresne.
Montmagny.....	Joseph Octave Beaubien.
Montreorency.....	Honorable Joseph Cauchon.
Montreal, East.....	Honorable George E. Cartier.
" West ".....	Honorable Thos. D'Arcy McGee.
" Centre.....	Honorable John Rose.
Napierville.....	Sixte Coupal dit LaReine.
Niagara.....	John Simpson.
Nicolet.....	Joseph Gaudet.
Norfolk.....	Aquila Walsh.
North-berland, East Riding.....	James Lyon Biggar.
" West ".....	James Cockburn.
Ontario, South Riding.....	Honorable William McDougall.
" North ".....	Honorable Oliver Mowat.
Ottawa, City.....	Joseph Merrill Currier.
" County.....	Alonzo Wright.
Oxford, North Riding.....	Hope F. McKenzie.
" South ".....	Honorable George Brown.
Peel.....	Honorable John H. Cameron.
Perth.....	Robert Macfarlane.
Peterborough.....	William Seymour Conger.
Pontiac.....	John Poupore.
Portneuf.....	Jean Lucile Brousseau.
Prescott.....	Thomas Higginson.
Prince Edward.....	Walter Ross.
Quebec, East.....	Pierre Gabriel Huot.
" Centre.....	Honorable Isidore Thibeaucau.
" West.....	Honorable Charles Alley.
" County.....	Honorable François Evanturel.
Renfrew.....	Robert McIntyre.
Richmond and Wolfe.....	William B. Webb.
Richelieu.....	Joseph François Perrault.
Rimouski.....	George Sylvain.
Rouvillo.....	Joseph Napoléon Poulin.
Russell.....	Robert Bell.
St. Hyacinthe.....	Honorable L. V. Sicotte.
St. John's.....	François Bourassa.
St. Maurice.....	Charles Lajoie.
Shefford.....	Honorable L. S. Huntington.
Sherbrooke, Town.....	Honorable A. T. Galt.

LIST of Members Elected at the last General Election, 1863.—Continued.

LISTE des membres élus à la dernière élection général de 1863.—Suite.

C O U N T I E S . C O M T É S .	Members Elected. <i>Membres élus.</i>
Simcoe, North Riding	Thomas D. McConkey.
" South "	Thomas R. Ferguson.
Saulanges	William Duckett.
Stanstead	Albert Knight.
Stormont	Samuel Ault.
Temiscouata	Jenn Baptiste Pouliot.
Terrebonne	Louis Labreche-Vigor.
Three Rivers, City	Honorable Jos. Edouard Turcotte.
Toronto (City), West	John Macdonald.
" " East	Alexander Mortimer Smith.
Two Mountains	Jean Baptiste Daoust.
Vaudreuil	A. C. de Lotbinière Harwood.
Verchères	Félix Geoffron.
Victoria	James Wicks Dunsford.
Waterloo, North Riding	Honorable M. H. Foley.
" South "	James Cowan.
Welland	Thomas Clark Street.
Wellington, North Riding	Thomas Sutherland Parker.
" South "	David Stirton.
Wentworth, North Riding	William Notman.
" South "	Joseph Rymal.
Yamaska	Moise Fortier.
York, North Riding	James Pearson Wells.
" East "	Amos Wright.
" West "	Honorable William P. Howland.

RETURN

To an Address of the Honorable the Legislative Assembly, dated 14th September, 1863, for information respecting Municipal Loan Fund.

By Command.

A. J. FERGUSSON-BLAIR,
Secretary.

SECRETARY'S OFFICE,
7th October, 1863.

REPOSE

A une Adresse de l'Honorable Assemblée Législative, datée du 14 septembre 1863, demandant des renseignements à l'égard du fonds d'emprunt municipal.

Par ordre.

A. J. FERGUSSON-BLAIR,
Secrétaire.

SECRETARIAT,
7 octobre 1863.

STATEMENT of all Municipalities which have borrowed from the Municipal Loan Fund of Lower Canada; the amount and date of each loan; the annual sum for interest and sinking fund accruing to Government from each under the original Act, and under the Consolidated Municipal Loan Fund Acts Amendment, &c.—(Continued.)

TABLEAU de toutes les municipalités qui ont fait des emprunts au fonds d'emprunt municipal du Bas-Canada; du montant et de la date de chaque prêt; de la somme due au gouvernement pour l'intérêt et le fonds d'amortissement en vertu de l'acte original et des actes du fonds d'emprunt municipal refondus, 22 Vic., ch. 15, etc.—(Suite.)

MUNICIPALITIES. MUNICIPALITÉS.	Amount accruing on the 5 cts. in the \$, for the year 1859. Montant dû sur les 5 centes par \$ pour l'année 1859.	Amount accruing on the 5 cts. in the \$, for the year 1860. Montant dû sur les 5 centes par \$ pour l'année 1860.	Amount accruing on the 5 cts. in the \$, for the year 1861. Montant dû sur les 5 centes par \$ pour l'année 1861.	Amount accruing on the 5 cts. in the \$, for the year 1862. Montant dû sur les 5 centes par \$ pour l'année 1862.	Amount paid on acct of the 5 cts. in the \$, up to 31st Dec. 1862. Montant payé d'acompte des 5 centes par \$, jusqu'au 31 déc. 1862.	REMARKS. OBSERVATIONS.
Stanstead	6,415 50	6,505 48	6,505 48	6,505 48		
Shefford	No Roll (pas de rôle)	No Roll (pas de rôle)	No Roll (pas de rôle)	No Roll (pas de rôle)		
Torbonne	4,228 65	4,228 65	4,228 65	4,228 65		
Ottawa, Division No. 2,	"	"	"	"		
Megantic, Div. No. 1,	"	"	"	"		
Montreal	96,939 30	100,120 75				
Acton	1,060 63	No Roll (pas de rôle)				
St. Hyacinthe	1,235 47	1,235 47				
Shedbrooke	2,280 61	2,190 63				
Varennes	155 87	200 03				
Huntingdon	294 03	No Roll (pas de rôle)				
Roxton	864 64	864 64				
Lingwick	431 00	421 84				
St. John	1,181 00	1,181 00				
Leppaire	288 19	279 07				
Tring	550 09	417 87				
Ste. Marie de Monnoir, Parish	1,407 55	1,734 04				
						Amount due under original Act paid up to 30th June, 1863—without reference to Amendment Act. (Montant dû en vertu de l'acte original et payé jusqu'au 30 juin 1863—mais rien en vertu de l'acte d'amendement. Dc. 1862—less (moins) do. \$40 00 do. do.

St. Romuald de Earnham Parish	75 50	622 24	618 87	2,633 34		
Shefford	1,688 82	"	"	"		
Three Rivers	2,633 34	"	"	"		
St. Romuald d'Etchemin Parish	368 40	"	"	388 40		
Granby	617 12	"	"	"		
William Henry	233 21	233 21	233 21	932 85		
Ascot & Westburg, Townships	1,302 89	No Roll (pas de rôle)	No Roll (pas de rôle)			
St. Jean, Isle d'Orléans, Parish	No Roll (pas de rôle)	"	"			
Somerset, North, Township	411 51	403 59	412 19			
St. Germain de Rimouski Parish	No Roll (pas de rôle)	"	"			
St. Michel de Bellechasse	"	"	"			
Longueuil	745 17	745 17	"			
Chambly Basin	No Roll (pas de rôle)	No Roll (pas de rôle)	"			
Quebec	3,137 56	3,316 96	"			
St. Eusèbe de Stanfold, Towns P	823 53	746 40	3,254 54			
Bolton	760 74	817 25	No Roll (pas de rôle)			
Stukely, North, Township	482 94	499 98	"			
Stukely, South, Township	206 94	208 65	"			
Fermont	502 08	No Roll (pas de rôle)	"			
Terrebonne	500 01	"	"	502 08		
Magog	No Roll (pas de rôle)	"	"	64 17		
Princeville	197 65	"	"			
St. Hélène de Kamouraska Parish	260 97	"	"			
Grantham, Wendover and Simpson, Townships	634 58	"	"			
St. Océole de Beauharnois, Parish	No Roll (pas de rôle)	No Roll (pas de rôle)	"			
Inverness	"	"	"			
St. Anne de la Pêrade, Parish	1,150 90	1,150 90	"			
Grande Baie	288 00	288 00	"			
Baguville	344 76	600 00	"			
Arthabaska, Village	No Roll (pas de rôle)	No Roll (pas de rôle)	"			
Leserrière	"	"	"			
Chicoutimi	535 30	761 88	761 88			
Tremblay	No Roll (pas de rôle)	No Roll (pas de rôle)	"			
Grand Rivière	"	"	"			
						Amount due under original Act paid up to 31st Dec. 1862—without reference to Amendment Act. (Montant dû en vertu de l'acte original et payé jusqu'au 31 déc. 1862—mais rien en vertu de l'acte d'amendement.)
						Charge on the 5 cts. in the \$, against those Municipalities first due in 1860 only. (Porté au compte de ces municipalités sur les 5 cts. par \$ qui n'était dus qu'en 1860.)

N. B.—No distribution of money ex Clergy Reserves Fund, Lower Canada is available for this purpose. (N. B.—Aucune partie des deniers du fonds des réserves du clergé du Bas-Canada n'est disponible pour cet objet.)

Receiver General's Office,
Quebec, 1st October, 1863.

T. D. HARRINGTON,
D. R. G.

STATEMENT of all Municipalities which have borrowed from the Municipal Loan Fund of Upper Canada; the Amount and Date of each Loan; the annual sum for Interest and Sinking Fund accruing to the Government from each, under the original Act and under the Consolidated Municipal Loan Fund Acts amendment, 22 Vic., c. 15, &c.—(Continued.)

TABLEAU de toutes les municipalités qui ont fait des emprunts au fonds d'emprunt municipal du Haut-Canada; du montant et de la date de chaque prêt; de la somme due au gouvernement pour l'intérêt et le fonds d'amortissement, en vertu de l'acte original et des actes du fonds d'emprunt municipal refondus, 22 Vic., c. 15.—(Suite.)

MUNICIPALITIES. — MUNICIPALITÉS.	Amounts Paid on Loan. Sommes payées sur le prêt.				Amounts Paid on Loan. Sommes payées sur le prêt.				Amounts Paid on Loan. Sommes payées sur le prêt.							
	1859.				1860.				1861.				1862.			
	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.	Paid by Treasurer. Payé par le trésorier.	Retained ex Clergy Reserves. Retenu sur les réserves du clergé.
Port Hope.....Town.....	\$ 2564 07	\$ 269 28	\$ 89 76	\$ 89 76	\$ 2029 95	\$ 670 64	\$ 2029 95	\$ 670 64	\$ 2070 98	\$ 690 32	\$ 2070 98	\$ 690 32	\$ 2070 98	\$ 690 32	\$ 2070 98	\$ 690 32
Hope.....Township.....	2313 04	771 01	255 09	85 03	8070 98	2090 32	8070 98	2090 32	2070 98	690 32	2070 98	690 32	2070 98	690 32	2070 98	690 32
Niagara.....Town.....		157 70	51 91													
Cobourg.....Town.....		318 78	108 26													
Chippawa.....Village.....		92 07	30 69													
Grey.....County.....	480 00	160 00			1391 26	463 74	1391 26	463 74	960 00	320 00	960 00	320 00	960 00	320 00	960 00	320 00
Bertie.....Township.....	1500 00	500 00	134 97	44 99	1603 46	501 15	1603 46	501 15	1500 00	500 00	1500 00	500 00	1500 00	500 00	1500 00	500 00
Brantford.....Township.....	4965 00	1654 00	315 15	105 05	4233 21	1411 07	4233 21	1411 07	1230 75	410 25	1230 75	410 25	1230 75	410 25	1230 75	410 25
Brantford.....Town.....	6922 28	2307 42	483 45	161 15	6922 28	2307 42	6922 28	2307 42	6922 28	2307 42	6922 28	2307 42	6922 28	2307 42	6922 28	2307 42
Wainfleet.....Township.....	4800 00	1600 00			712 50	237 50	712 50	237 50	75 00	25 00	75 00	25 00	75 00	25 00	75 00	25 00
Canboro'.....Township.....	720 00	240 00			240 00	80 00	240 00	80 00	480 00	160 00	480 00	160 00	480 00	160 00	480 00	160 00
Huron and Bruce...Counties..	20250 00	6750 00	3798 30	1266 10	20619 80	6573 92	9092 10	3030 69	18191 51	6163 82	18191 51	6163 82	18191 51	6163 82	18191 51	6163 82
Perth.....County.....	12912 41	4304 13	1721 28	573 76	6373 69	2124 65	3910 38	1303 46	12912 41	4304 13	12912 41	4304 13	12912 41	4304 13	12912 41	4304 13
Moulton and Sherbrooke...Townships }	1008 00	336 00			1016 79	338 90			327 37	109 12	327 37	109 12	327 37	109 12	327 37	109 12
Paris.....Town.....	2400 00	800 00	239 96	73 32	2456 45	818 81			6149 39	2019 79	6149 39	2019 79	6149 39	2019 79	6149 39	2019 79
Oxford.....County.....	1200 00	400 00			1200 00	400 00			1200 00	400 00	1200 00	400 00	1200 00	400 00	1200 00	400 00
Ottawa.....City.....	3810 00	1370 00	821 70	273 00	3810 00	1370 00	821 70	273 00								
Prescott.....Town.....	1765 00	595 00	193 05	64 35	4320 00	1440 00			960 00	320 00	960 00	320 00	960 00	320 00	960 00	320 00
Lincoln.....County.....	2880 00	960 00			960 00	320 00			960 00	320 00	960 00	320 00	960 00	320 00	960 00	320 00
Lambton.....County.....	1440 00	480 00			90 00	30 00										
Middleton.....Township.....	180 00	60 00														
St. Catharines.....Town.....			479 82	159 94												
Woodstock.....Town.....			242 55	80 85												
Stanley.....Township.....	902 52	300 51	204 27	68 09					1303 27	434 41	1303 27	434 41	1303 27	434 41	1303 27	434 41
Woodhouse.....Township.....			209 97	66 99												
Norwich.....Township.....			328 68	109 56												
Cornwall.....Town.....	602 19	200 73	117 81	39 27	700 13	233 36			1440 00	480 00	1440 00	480 00	1440 00	480 00	1440 00	480 00
Belleville.....Town.....	1138 34	379 44			2400 00	800 00			1200 00	400 00	1200 00	400 00	1200 00	400 00	1200 00	400 00
Northumberland and Durham...Counties }	17902 86	5987 59	3345 37	1115 29	36623 98	12207 98	7549 41	2516 46	26100 00	8700 00	11357 36	3859 12	15000 00	500 00	8270 58	2758 86
Ops.....Township.....			167 97	55 99					750 00	250 00	750 00	250 00	750 00	250 00	750 00	250 00
Elgin.....County.....	7200 00	2400 00			1660 09	4800 00			4800 00	1600 00	4800 00	1600 00	4800 00	1600 00	4800 00	1600 00
London.....City.....			2201 10	733 70												
Winham.....Township.....			199 65	66 55												
Simcoe.....Town.....			125 07	41 69												
Lanark & Renfrew...Counties..	8675 44	2891 81	2639 67	879 89	2626 80	875 60	6166 39	2055 46								
Brockville.....Town.....	3599 81	1199 93	363 00	121 00	4242 32	1440 10			9456 00	3132 00	9456 00	3132 00	9456 00	3132 00	9456 00	3132 00
Elizabethtown.....Township.....	2209 76	736 57	298 98	99 66	2226 00	742 00			1920 00	640 00	1920 00	640 00	1920 00	640 00	1920 00	640 00
Stratford.....Town.....	2210 37	756 78	165 66	55 22	2210 37	736 78			660 19	220 06	660 19	220 06	660 19	220 06	660 19	220 06
Goderich.....Town.....	2823 78	941 26	176 22	58 74	415 42	138 47			3239 25	1079 75	3239 25	1079 75	3239 25	1079 75	3239 25	1079 75
Hastings.....County.....	17464 48	5821 49			13312 00	4504 00			2025 00	875 00	2025 00	875 00	2025 00	875 00	2025 00	875 00
Essex.....County.....	2880 00	960 00			1920 00	610 00			960 00	320 00	960 00	320 00	960 00	320 00	960 00	320 00
Barrie.....Town.....			118 14	39 38					3000 93	1000 30	3000 93	1000 30	3000 93	1000 30	3000 93	1000 30
Chatham.....Town.....	3180 98	1000 32	256 08	85 96					1 09	0 39	1 09	0 39	1 09	0 39	1 09	0 39
Dundas.....Town.....	13746 74	4582 24	252 45	84 15												
Georgetown.....Town.....	265 65	88 85			2742 33	914 10										
Peterboro'.....Town.....																

STATEMENT of all Municipalities which have borrowed from the Municipal Loan Fund of Upper Canada; the Amount and Date of each Loan; the annual sum for Interest and Sinking Fund accruing to the Government from each, under the original Act and under the Consolidated Municipal Loan Fund Acts amendment, 22 Vic., c. 15, &c.—(Continued.)

TABLÉAU de toutes les municipalités qui ont fait des emprunts au fonds d'emprunt municipal du Haut-Canada; du montant et de la date de chaque prêt; de la somme due au gouvernement pour l'intérêt et le fonds d'amortissement, en vertu de l'acte original et des actes du fonds d'emprunt municipal refondus, 22 Vic., c. 15, etc.—(Suite.)

MUNICIPALITIES.	Amount accruing on the 5 cts. in the \$, for the year 1859.	Amount accruing on the 5 cts. in the \$, for the year 1860.	Amount accruing on the 5 cts. in the \$, for the year 1861.	Amount accruing on the 5 cts. in the \$, for the year 1862.	Amount paid on account of the 5 cts. in the \$, up to 31st Dec., 1862.
	\$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
Port Hope.....Town.....	6125 34	6125 34	6125 34	6125 34	7725 34
Hope.....Township.....	3084 05	3084 05	3084 05	No Roll (pas de rôle)	3084 05
Niagara.....Town.....	2413 34	2413 34	2413 34	2413 34	.....
Cobourg.....Town.....	6761 30	6761 30	6761 30	6761 30	13522 60
Chippawa.....Village.....	927 50	927 50	927 50	927 50	2789 03
Grey.....County.....	1540 00	1570 00	1580 00	1600 00	.....
Bertie.....Township.....	1976 28	1976 28	1976 28	1976 28	.....
Brantford.....Township.....	6947 86	6547 86	6595 65	6203 49	8004 61
Brantford.....Town.....	9229 70	9229 70	9229 70	9229 70	36918 80
Windsor.....Township.....	1720 47	1720 47	1720 47	1720 47	.....
Chaboro.....Township.....	651 76	654 76	681 25	703 48	.....

REMARKS.

OBSERVATIONS.

Amount due under original Act, paid up to 30th June, 1863—without reference to Amendment Act.
 (Montant dû en vertu de l'acte original, et payé jusqu'au 30 Juin 1863—sans tenir compte de l'acte d'amendement.
 do do less (moins) \$1311.20 do do
 do do do 31st Dec., 1862 \$580.40 do do
 do do do do \$580.40 do do

Huron and Bruce.....Counties.....	26138 82	33546 10	38240 89	40742 38	.....	do	do	do	do
Perth.....County.....	17216 54	17216 54	18396 10	18507 33	48433 08	do	do	do	do
Monlton.....Township.....	1413 93	1413 93	1413 93	1413 93	.....	do	do	do	do
Paris.....Town.....	3275 26	3275 26	3275 26	3275 26	.....	do	do	do	do
Oxford.....County.....	37399 11	32580 00	32580 00	32580 00	.....	do	do	do	do
Orkara.....City.....	11242 99	13537 52	14681 60	15640 60	5080 00	do	do	do	do
Prescott.....Town.....	2380 00	2413 45	2438 90	2378 00	2380 00	do	do	do	do
Lincoln.....County.....	22800 12	22800 12	22800 12	22800 12	.....	do	do	do	do
Lambton.....County.....	12237 88	12237 88	14776 31	14714 85	.....	do	do	do	do
Middleton.....Township.....	1032 61	1009 12	1051 66	1009 12	.....	do	do	do	do
St. Catharines.....Town.....	8552 35	8552 35	8552 35	8552 35	.....	do	do	do	do
Woodstock.....Town.....	3891 70	3891 70	3891 70	3891 70	.....	do	do	do	do
Stanley.....Township.....	1200 03	1288 59	1266 83	1309 07	.....	do	do	do	do
Woodhouse.....Township.....	2715 60	2715 60	2715 60	2715 60	.....	do	do	do	do
Norwich.....Township.....	4362 83	4362 83	4362 83	4362 83	.....	do	do	do	do
Corwall.....Town.....	1645 20	1645 20	1645 20	1645 20	.....	do	do	do	do
Belleville.....Town.....	8100 00	7889 40	7921 60	7889 40	.....	do	do	do	do
Northumberland and Durham.....Counties.....	46826 89	47071 05	46656 00	46656 00	108645 20	do	do	do	do
Ops.....Township.....	1187 01	1187 01	1187 01	1187 01	2874 00	do	do	do	do
Elgin.....County.....	16135 76	16135 76	16135 76	16135 76	.....	do	do	do	do
London.....City.....	24970 95	24970 95	24970 95	24970 95	.....	do	do	do	do
Windham.....Township.....	2330 10	2143 46	2210 92	No Roll (pas de rôle)	.....	do	do	do	do
Simcoe.....Town.....	1791 94	1791 94	1794 94	.....	.....	do	do	do	do
Leamark and Renfrew.....Counties.....	13067 25	13701 56	13978 35	11296 64	26771 21	do	do	do	do
Brockville.....Town.....	5283 74	5172 42	5159 53	5159 53	20775 22	do	do	do	do
Elizabethtown.....Township.....	2880 78	2888 78	2888 78	2888 78	5914 33	do	do	do	do
Stratford.....Town.....	2947 15	2947 15	2947 15	2947 15	5884 30	do	do	do	do
Goderich.....Town.....	4318 93	4318 93	4318 93	4318 93	8637 93	do	do	do	do
Hastings.....County.....	16500 00	16560 00	16560 00	No Roll (pas de rôle)	.....	do	do	do	do
Essex.....County.....	8472 00	8472 00	8472 00	8472 00	880 25	do	do	do	do
Barrie.....Town.....	886 23	886 23	886 23	886 23	12483 83	do	do	do	do
Chatham.....Town.....	4001 23	4001 23	4001 23	4001 23	.....	do	do	do	do
Dundas.....Town.....	4286 73	4286 73	4286 73	4286 73	.....	do	do	do	do
Geolph.....Town.....	5843 20	5843 20	5843 20	5843 20	.....	do	do	do	do
Peterboro.....Town.....	3656 43	3656 43	4073 35	4340 00	7941 83	do	do	do	do

STATEMENT showing the Amount Advanced out of the Provincial Exchequer, and for which the Municipal Loan Fund (U. C. and L. C.) is indebted (exclusive of Sinking Fund).

Etat indiquant le montant avancé par le Trésor Provincial, et pour lequel le Fonds Municipal (U. C. et B.-C.) est redevable (à l'exclusion du fonds d'amortissement).

UPPER CANADA. HAUT-CANADA.				LOWER CANADA. BAS-CANADA.									
1855, Dec. 31.	1856	1857	1858	1859	1860	1861	1862	1857, Dec. 31.	1858	1859	1860	1861	1862
Amount of Debentures Issued.	Int. at 6 per cent., payable on Debentures Issued.	Int. at 6 per cent., received from Municipalities.	Excess of Liability over Receipts.	Amount of Debentures Issued.	Int. at 6 per cent., payable on Debentures Issued.	Int. at 6 per cent., received from Municipalities.	Excess of Liability over Receipts.	Amount of Debentures Issued.	Int. at 6 per cent., payable on Debentures Issued.	Int. at 6 per cent., received from Municipalities.	Excess of Liability over Receipts.	Int. at 6 per cent., payable on Debentures Issued.	Int. at 6 per cent., received from Municipalities.
<i>Montant des débetures émises.</i>	<i>Int. à 6 pour cent, payable sur les débetures émises.</i>	<i>Int. à 6 pour cent, reçu des municipalités.</i>	<i>Excédant de la dette sur le revenu.</i>	<i>Montant des débetures émises.</i>	<i>Int. à 6 pour cent, payable sur les débetures émises.</i>	<i>Int. à 6 pour cent, reçu des municipalités.</i>	<i>Excédant de la dette sur le revenu.</i>	<i>Montant des débetures émises.</i>	<i>Int. à 6 pour cent, payable sur les débetures émises.</i>	<i>Int. à 6 pour cent, reçu des municipalités.</i>	<i>Excédant de la dette sur le revenu.</i>	<i>Int. à 6 pour cent, payable sur les débetures émises.</i>	<i>Int. à 6 pour cent, reçu des municipalités.</i>
cts.	\$	\$	\$	cts.	\$	\$	cts.	cts.	\$	\$	cts.	cts.	\$
5,920,066 67	591,617 23	318,431 40	273,185 83	1,550,500 00	137,759 22	56,905 22	81,854 00	1,763,000 00	101,455 27	8,300 70	92,654 57	1,763,000 00	101,455 27
7,116,666 67	391,588 69	260,402 12	131,186 57	1,763,000 00	116,521 11	8,300 70	92,654 57	2,181,040 00	116,521 11	95,431 06	21,090 05	2,181,040 00	116,521 11
7,294,800 00	435,488 44	197,564 22	227,934 22	2,262,540 00	198,888 18	66,675 96	62,212 22	2,279,115 00	198,888 18	69,763 86	67,780 42	2,279,115 00	198,888 18
7,294,800 00	437,688 00	189,780 92	253,907 98	2,279,115 00	136,544 28	4,020 00	131,024 28	2,279,115 00	136,544 28	4,020 00	131,024 28	2,279,115 00	136,544 28
7,294,800 00	437,688 00	138,814 99	278,873 01	2,279,115 00	209,425 02	209,425 02	209,425 02	2,279,115 00	209,425 02	209,425 02	209,425 02	2,279,115 00	209,425 02
7,294,800 00	437,688 00	92,689 65	345,098 35	2,279,115 00	209,425 02	209,425 02	209,425 02	2,279,115 00	209,425 02	209,425 02	209,425 02	2,279,115 00	209,425 02
	\$3,527,736 14	1,455,600 33	2,112,135 79		\$757,712 34	301,196 80	456,515 54		\$757,712 34	301,196 80	456,515 54		\$757,712 34

T. D. HARRINGTON,
D. R. G.

RECEIVER GENERAL'S OFFICE,
Quebec, 1st Oct., 1863.
BUREAU DU RECEVEUR-GÉNÉRAL,
Québec, 1er octobre 1863.

(No. 50.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 24th September, 1863, for "Information respecting Inspection and Measurement of a certain Wharf and Rivers in Gaspé by F. Baillargé, Esq."

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
2nd Nov., 1863.

(No. 51.)

RETURN to an Address of the Honorable the Legislative Assembly, dated 23th September, 1863, for "Information respecting Licenses for Sale of Intoxicating Liquors in Districts of Montmagny, Kamouraska, and Saguenay."

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 7th Oct., 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

(No. 52.)

RETURN

To an Address of the Honorable the Legislative Assembly, dated 28th September, 1863, for "Information respecting Foreign Insurance Companies."

By Command.

A. J. FERGUSON BLAIR,
Secretary.

Secretary's Office,
8th October, 1863.

RETURN showing the Names, Chief Places of Business and Paid-up Capital of the Foreign Insurance Companies which have obtained Licenses from the Minister of Finance, under the Act 23 Victoria, Cap. 33; the Date of such License, and the place of the Chief Agency in Canada; the Amount of Investment or Deposit; how the same is made up; in what Stocks or Securities secured, and in what Bank or Banks Deposited or Invested; the Returns made Yearly by those Companies which have not deposited \$50,000, shewing the Amount now Deposited, and any Company in Default; the Amount of Deposit withdrawn, and when withdrawn, and also the Names of those Companies which have failed to make the Returns required by Sec. 11 of the said Act, furnished in compliance with the Address of the Honorable the Legislative Assembly, dated 28th September, 1863.

Name of Company.	Chief Place of Business.	Paid-up Capital.	Date of License.	Place of Chief Agency in Canada.	Amount of Deposits or Investments.	How Invested.—How made up.
Liverpool and London. Manbatlan	Liverpool New York.	\$ 918,348 00 250,000 00	28th Decr, 1860 " "	Montreal. " "	\$ 50,004 00 10,220 00	Provincial Government Debentures. do do do Montreal Bank Stock, 6 shares, each \$200. Molsons' do do 80 do each 50. City do do 60 do each 80. Montreal Bank Stock.
Atina	Hartford	1,500,000 00	"	"	10,000 00	Provincial Government Debentures.
Hartford Royal	Hartford Liverpool	500,000 00 1,377,584 00	" 20th "	" " "	10,000 00 35,533 32	do do do 3 per cent. annuities, £11,300 sterling.
Phoenix	London { Liverpool	No fixed limit to capital, as stockholders are liable to extent of means	29th 31st "	" " "	103,120 05	Provincial Government Debentures.
Unity Queen's Home	London Liverpool New York.	\$75,488 00 288,935 00 1,000,000 00	" " 2nd Jan., 1861	" " Hamilton	50,128 35 51,100 00 10,000 00	do do do Provincial Government Debentures. do do do
Phoenix.	Hartford	400,000 00	7th	Toronto.	10,000 00	Ontario Bank, 100 shares, each \$ 40. Montreal Bank, 30 do each 200.
Scottish Provincial.	Aberdeen	277,400 00	12th	Montreal.	10,000 00	Ontario Bank, 125 shares, each \$40. Niagara District Bank, 50 shares, \$5,000. Provincial Government Debentures.
London Assurance Corporation	London	Unknown by Agents here, who have sent to Eng- land for the information.	24th Feb., 1862	"	50,446 66	do do do
North British and Mercantile	Edinburgh	1,216,668 00	17th June, 1862	"	50,120 00	do do do
London and Lanca- shire	London	Unknown by Agents here, but will get information from England	22nd Sep., 1862	"	12,166 67	do do do
Commercial Union As- surance Company	London	1,216,668 00	11th Sep., 1863	"	50,066 67	do do do Montreal Bank Stock, \$400.

Names of the Companies which have not deposited \$50,000, shewing their yearly returns, and amount now deposited.

MANHATTAN.....	Premiums received in 1861.....	\$18,653 03
	Deduct 25 per cent.....	4,663 26
		<u>13,989 77</u>
	Deduct losses paid	10,769 21
		<u>3,220 56</u>
	Deposited £700 stg. in Provincial Bonds	3,406 66

No Return in 1862, as this Company ceased to do business in Canada in December, 1862.

Amount now deposited by this Company, \$13,626.66.

ÆTNA	Premiums received in 1861.....	\$70,000 00
	Deduct 25 per cent.....	17,500 00
		<u>52,500 00</u>
	Losses, over.....	60,000 00
		<u>42,000 00</u>
	Premiums received in 1862.....	\$42,000 00
	Deduct 25 per cent.....	10,500 00
		<u>31,500 00</u>
	Losses, same period.....	31,978 00

No profits in 1861 and 1862, consequently no deposit.

HARTFORD.....	Premiums received in 1861.....	\$17,006 25
	Deduct 25 per cent.....	4,251 31
		<u>12,754 94</u>
	Losses	8,998 84
		<u>3,756 10</u>
	Deposited, Montreal Bank Stock	5,000 00

Amount now deposited by this Company, \$15,000 00.

HOME.....	Premiums received in 1861.....	\$39,000 06
	Losses paid	43,145 09
		<u>\$32,082 15</u>
	Premiums received in 1862.....	\$32,082 15
	Losses paid	38,412 98

No profits in 1861 and 1862, consequently no deposit.

PHENIX OF HARTFORD—	Premiums received in 1861	\$13,746 27
	Deduct 25 per cent.....	3,436 57
		<u>10,309 70</u>
	Losses, same period	11,129 93

No return in 1862, as this Company ceased to carry on business in Canada in August, 1862.

LONDON AND LANCASHIRE—Premiums received in 1862.....	\$3,295 66
Deduct 25 per cent.....	823 91
	<u>2,471 75</u>
Deposited £500 stg., Gov. Debentures	<u>2,433 33</u>
Total amount deposited by this Company,	\$14,600 00.

Companies in default—None.

Amount withdrawn—None.

Companies which have not made Returns required by the 11th Sec. of the Act:—

The Scottish Provincial Insurance Company.

London Assurance Corporation Company.

WM. DICKINSON,
D. I. G.

OFFICE OF THE MINISTER OF FINANCE,
Quebec, 7th October, 1863.

R E T U R N

To an Address of the Legislative Assembly, dated 28th September, 1863, for information relative to the Chaudière Mines.

By command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 9th October, 1863.

(Copy.)

DEPARTMENT OF CROWN LANDS,
Québec, 12th September, 1863.

SIR,—In consequence of the extensive discoveries of gold, which, it is alleged, are now being made on the Chaudière and its tributaries, and the frequent applications to this department for licenses, &c., I am desirous of ascertaining officially the truth of these reports, and also the circumstances under which these applications are being made, with a view to the adoption of such new regulations as the interests of the Crown and the development of the mineral resources of that region may seem to require. You will, therefore, visit the Gold Mining Districts, and report to me the actual state of affairs. Your attention will be given especially to reported indications of gold, and the position, nature, and extent of the mining operations now going on, whether in the Seigniories or on the lands of the Crown.

I remain, &c., &c.,

(Signed) Wm. McDougall,
Commissioner of Crown Lands.

F. T. Judah, Esq., Clerk, Crown Domain, &c., Quebec.

(Copy.)

DEPARTMENT OF CROWN LANDS,
JESUITS' ESTATES AND CROWN DOMAIN BRANCH,
Québec, 26th September, 1863.

SIR,—I have the honor to state, that in conformity with your instructions of the 12th instant, to visit and report on the Chaudière Gold Mining District, I left this city on the 14th, on my way to the locality, and reached the Village of St. Joseph, on the banks of the Chaudière, and in the Seigniory of St. Joseph, on the evening of that day.

On the following morning I proceeded to the adjacent parish of St. François, calling on my road at the residences of two of the brothers Poulin, to whom I shall hereafter refer, and passing the River *des Plantes*, which falls into the Chaudière, from the East, arrived about noon at the river called *Touffe des Pins* or *Gilbert*, in the same Parish of St. François, Seigniory of *Rigaud Vaudreuil*, where I understood that gold mining operations were going on.

This last river, first called *Touffe des Pins*, from the locality where it reaches the Chaudière, has been re-named *Gilbert*, after the person whose daughter first found gold therein, some thirty years ago. The old man, Gilbert, now some sixty or seventy years of age, still lives near the mouth of the river, and I learned from his own lips a recital of the

story: It appears that his daughter, in leading a horse to water one morning, found, lying in the stream, what she supposed to be a yellow pebble of about the size of a pigeon's egg; her father, anxious to learn what it was, gave it to some one coming to Quebec, and the jewellers here pronounced it to be gold. Old Gilbert parted with it for \$40, a sum apparently much below its value. Encouraged by the discovery, he made searches, and, on several occasions found more gold, but not to any considerable amount. The Seigniors of the Seigniorie, the De Léry family, in consequence of these discoveries, and the indications which presented themselves, applied for and obtained from the Government, *per* Letters Patent of the 18th September, 1846, an exclusive mining privilege, for the precious metals for ever, within the limits of the Seigniorie in question, subject to certain conditions, and among others the payment of a Royalty of ten per cent. on the gross produce, which conditions, it appears, have never been complied with. It does not seem that the Seigniors ever carried on any considerable operations themselves, and in 1851, they leased, subject to a *per* centage, their rights over the whole Seigniorie to Dr. James Douglas and others, of Quebec. Dr. Douglas eventually became solely interested in this lease, and under it mining operations were carried on by him and others, under sub-leases, at different times and at more than one place, as I will hereafter show. Dr. Douglas' lease expires first September, 1864, and was transferred, in consideration of the sum of \$3,000, about the middle of July last, to a company composed of Messrs. Hans Hagens and others, also of this city, who are now mining on the Gilbert, as hereafter mentioned. These last named parties have likewise leased from the Seigniors a further similar lease of fifteen years, for which they have agreed to pay \$8,000, \$2,000 of which have been given in cash. Both of these leases by the Seigniors are made expressly without any guarantee on their part. The present operations on the Gilbert were brought about in the following manner: It appears that one of three brothers of the name of Poulin, who have been for some years past engaged in mining for themselves and others, with more or less success, having discovered this mine last fall, imparted the intelligence to the other two brothers, and about the end of May last they commenced operations; the news having spread, others joined them, and there have been from seven or eight to one hundred or one hundred and fifty men engaged ever since. Many left from time to time, to attend to their field duties, to be replaced by others. When I visited the mine I should judge that there were not over one hundred men engaged altogether.

Having proceeded to the mine in question upon the river, in the 3rd Range east of the Chaudière, called De Léry Concession, and on Lots Nos. 19, 20, 21 and 22, belonging respectively to persons of the names of Rodrigue, Loubier, Viellieux, Grondin, and Poulin, I found extensive mining operations for gold in progress. The river, which falls into the Chaudière about one mile and a half to the south, crosses these lots, each three arpents wide, nearly at right angles. The stream, at high water, is here about fifteen or twenty feet wide, but now, from the dryness of the season, is very inconsiderable. On Poulin's lot (22), and Grondin's (21), no works are in progress, and they are in no way occupied by the miners, with the exception of a sluice which crosses part of the first, where the river is dammed, and the whole of the latter, and which serves to convey water for the operations carried on by Messrs. Hagens & Co., who are prosecuting works on Viellieux's lot (20). Upon this lot the sluice terminates, and it is here that the gravel and stone are washed, and the gold extracted therefrom. The lower part of the sluice (which is altogether about five arpents long, and some eighteen inches wide and the same in depth), is fitted up with three false bottoms, each ten feet long, composed of strips of wood placed lengthwise with openings between: the gravel and stone being thrown in from trenches dug at the sides of the sluice, is washed clean by the water, the fine sand and gravel and the gold sinking in the openings, and the coarser stones being raked out; once a day, in the evening, the bottoms are removed, and the water being partially turned off, the sand and gravel are carried away and the gold remains behind; the finest sand is caught in a pan at the foot of the sluice and washed by hand, while care is taken to catch any gold which may escape, by small pieces of wood placed across the flume which carries off the water at the end of the sluice. The depth of water in the sluice is about two inches, and the leakage from the dam is trifling; the fall is about ten feet in the five arpents, and about one foot in fifteen or twenty at the end of the sluice. Messrs. Hagens & Co. have also in operation a *Long Tom*, the only one I saw in use there, and which consists of a box or trough in which the gold is washed by water from the sluice. They are working on shares,

in partnership with two persons of the names of Brock and Purceval, who receive one-half of the gross proceeds, on payment by them of the expenses. On my second visit to the mine I saw, at six in the evening, the gold collected at the foot of the sluice for that day, and it amounted to some \$12 or \$15; but Mr. Purceval showed me the proceeds of the day previous, among which were several large pieces, amounting altogether to some \$50, and he admitted that the average yield had exceeded \$30 *per* day. I am disposed to believe that the average return may be a good deal larger. Five men were employed; wages 80 cents *per* diem, without board, which, it must be admitted, is a very moderate rate for gold-diggings. On Loubier's lot, the north half of 19, nothing at all is now being done; a few pits have been sunk, in some cases to the depth merely of three or four feet, and in others down to the bed rock, but the whole has been abandoned for the apparently more lucrative workings on the adjoining lands. It is upon Rodrigue's lot, the south half of 19, that the greatest extent of work is going on; pits have been sunk in every direction in the bed and on the sides of the river, and miners are at work by the dozens in excavating and washing. The excavating is done by pick and shovel, and the earth and stone is carried in pans or boxes to the edge of the river, where it is washed in the cradles or rockers. From four to ten men are engaged in each pit; one being employed in rocking, one in supplying the water, and the others in digging and carrying the gravel and stones to the cradle. The rocker or cradle consists of a box about four feet long, eighteen inches wide, and one foot high, placed on rockers, one end being fitted up with a moveable box of about six inches deep, fitting on the top of the cradle, the bottom of which box is perforated with small holes; the bottom of the cradle is also fitted up with a couple of small cross-pieces to catch the fine sand and gold. The stone and gravel being thrown into the box, the cradle, which is slightly raised at the upper end, is set a-going, one man constantly supplying water, and the small gravel and gold, being detached from the larger stones, fall to the bottom, the larger pieces of gold being extracted with the hand, and the smaller ones washed out of the sand in a small pan in the stream. No washing is being done with a pan other than that I have stated. The pits (called claims) sunk on Rodrigue's lot, and being dug or worked, when I visited the mine, number some couple of dozen; there being about sixty or seventy-five men engaged here altogether. To the depth of two or three feet the surface is covered with a vegetable mould or clay (earth); then follows a layer of gravel and sand, and lastly a thickness of two or three feet of surface rock, consisting of blue slate, down to the bed rock, which is found at about eight or ten feet from the surface. It is in the gravel and sand, and embedded in the slate, that the gold is found in pieces and nuggets varying from the size of about a quarter of a grain upwards, the largest piece yet found being eleven ounces. It is only when the washing and cleansing operation is completed that the gold is seen. It is represented to be 23 carat; but I think this is a mistake, for the finest which has been discovered in the Chaudière District, submitted to the test, is $\frac{892}{1,000}$, and no doubt the first named proportion is a mere approximate calculation; the gold is, however, beautifully pure and clean, and of a deep colour. The indications of the quartz from which it has been detached is visible in nearly every piece. The alloy is silver. I saw no very fine or flour gold, nor was any visible with an ordinary magnifying glass; notwithstanding this, it may still exist, but it must be in infinitesimal particles intermixed with the fine sand, requiring the aid of quicksilver, of which none is now being made use of at the mine, to collect it. From May till the middle of July, some of the miners paid Dr. Douglas, the lessee from the Seigniors as before mentioned, a *per* centage of their gross returns; that of the Poulins and Rodrigue, the owner of one of the lots where the mining is going on and whom the Poulins are in partnership with, amounting alone to about \$600. Messrs. Hagens & Co. having taken possession under their lease, sub-let or sold claims, till 1st November next, to others, principally on Rodrigue's lot, ranging from 150 to 25 feet square, at prices giving about \$4 *per* foot front; parts of some of the largest of these claims have again been re-sold by the purchasers for as much, in some instances, as they originally paid for the whole. Messrs. Hagens & Co. at first worked with pans and cradles, but now they are operating exclusively with the sluice I have referred to. A few days previous to my visit to the mine, Dr. Reed, of Quebec, had purchased the Viellieux and Grondin lots, for, I was informed, \$300 each, and had placed men to work on one-third shares; these had been notified to desist by Messrs. Hagens & Co., and such notice being disregarded, the latter had sued out process against them; matters were in

this state when I left the mine. Though many, it was said, had been disappointed, I think that for the most part, the workings have proved remunerative, for I did not see or hear myself, while I was there, of any instance of dissatisfaction or disappointment. The returns of course, as in all such cases, vary very much, giving in some instances not much over \$2 *per day per man*, and in others above \$6, on the whole claim, which takes usually from a week to a fortnight to exhaust, according to the number of the men employed. I will give a few instances:—

8 men, 15 days each, \$ 40.—Total, \$320 or \$2.66 *per man per diem*.
 4 “ 15 “ 100.— “ 400 or 6.66 “ “

On one of the occasions upon which I visited the mine, ten men had got out of one pit nearly \$200 on that day alone, while on another claim three men had taken out \$7.50 the previous afternoon, and \$1.50 out of two pans full washed in the cradle the following morning. It is somewhat difficult to ascertain, with any degree of certainty, during such a short visit as I made, the quantity of gold which has been extracted from this river since May. The Poulins and Rodrigue have met with the greatest success, both by being the first in the field, and by having had the good fortune to select a rich location. One of the Poulins admitted to me that the share of each of the four had already exceeded \$1,000, and I am inclined to think this amount an under estimate, for I heard that they had owned to a larger sum, and I can see no reason why they should seek to exaggerate. I myself saw at Rodrigue's house, on my second visit to the mine, upon my return from the junction of the *Du Loup* and *Chaudière*, a large saucer nearly full of pure gold, of the weight of about five pounds, representing, at \$18 *per ounce*, which is the selling price at the mine, \$1,080. This, Rodrigue told me, was two-thirds of the gold which he and the Poulins had got out of the claim they had bought from Hagens & Co., since their purchase. In this saucer was a piece of about 5½ ounces, worth nearly \$100, which had been found about two weeks previous. Among other incidents I noticed a woman who was working a claim with her husband; this woman, some time before, had found a nugget worth from \$80 to \$90. As I have stated, it is very difficult for me to form an accurate estimate of the amount altogether taken out of this river since the spring; but assuming that an average of 100 men have been employed *per day* for the last three months, and that the gains of each have only reached \$2, the total result would give \$18,000, as the whole gross produce of the diggings to this day; but I think that while the total number of days' labour may be less than the above, the average yield has been over the proportion I have stated, in such a ratio as to give the same result, from which I conclude that a quantity at least equal to \$18,000 has been extracted so far. At the same time it is possible, nay probable, that much more has been taken out. The Poulins and Rodrigue average above \$10 a day each, but theirs is an exceptional case, others, however, have collected as much as they, but during a more limited period. It is as difficult to foretell how long these diggings may continue to give such rich returns, as it is to say the exact quantity of gold yielded up till now; but this I may aver, that so far the supply does not seem to have fallen off. Mr. Purceval, who has mined in California, told me that the indications were exactly similar to those of one of the mines he worked at there. Besides Mr. Purceval, I met with others who had been to California, and gave the same opinion. I also saw and conversed with several miners from Nova Scotia, but theirs are mostly quartz mines. During my visit to the mine I could not help being struck with the unsystematic and altogether unsatisfactory manner of the works at present going on there. The pits are being sunk in every conceivable position, without regard to order or convenience. Instead of arrangements being made by which those fronting on the river could make use of the water in concert with those who have obtained claims in rear, or the claims being made narrower on the river and longer, so as to give the same superficies by which a water frontage would be secured to each, the miners working in rear of those who have secured claims in front of their holdings have to carry their gravel and stone some distance further down to the stream in pans or boxes. This may be owing in part to the unsatisfactory tenure of the holdings, each one being only anxious to secure as much as he possibly can before the season is brought to a close. The necessity of some well devised license scheme is thus made most apparent. I also think that sufficient care is not taken by the miners, and that some of the gold is lost. This they will learn by experience, as well as the introduction

of the hose appliances which have been made so usefully available in California, and which, during high water especially, could, no doubt, be turned to good account with advantage here.

I left the mine at about six in the evening, and proceeded a short distance towards the mouth of the river, where I visited another working about forty arpents up the stream, where seven Americans have been at work for a few days on the lot belonging to the Gilbert before mentioned, being, I believe, No. 76 in the 1st Range; they have dug a trench, about six feet deep and ten long, at the side of the river, a little below where Dr. Douglas mined some few years ago; but as they had left their work for the day, I could not ascertain the result of their operations. I heard however from Gilbert, that they had not as yet obtained much gold. I then proceeded on to the junction of the *Du Loup* and *Chaudière*, where I passed the evening.

The next morning I visited the location at the *Du Loup*, where it unites with the *Chaudière*, and in the Fief *St. Charles*, Seigniorship of *Aubin de l'Isle*, which was worked for some years by Mr. James Logan and others, under the license promised by the Government to Mr. Oatey, in 1851. The licensees having got into difficulties with the owner of the lot (one Craig,) gave up operations, which were afterwards resumed by a Company from Napanee, who worked for three years and finally also abandoned it, the land purchased by them from Craig having been sold at the suit of the latter, by the Sheriff, for non-payment of the balance of the purchase price, and bought in by Mr. Childs, notary, of Quebec, in Craig's interest. The location is now unworked. The parties acting under Oatey's license furnished returns to the Department and covered, I understand, their expenses. The Napanee Company proceed without any authority from the Crown, and never furnished any returns; they sunk a shaft on the bank of the river, and, as far as I could learn, were not very successful. I did not see, or hear of any further mining operations having been undertaken beyond this point. The St. Lawrence Mining Company, incorporated by Act of Parliament, own land, it is said, for mining purposes, in the Townships of Jersey on the Rivers *Du Loup*, *Mitgermette* and *Portage*, but have not yet worked any mines thereon. I next visited the two falls on the *Chaudière*, two or three miles above the junction, and in the Townships of Jersey and Shenley; but as no mining operations were going on beyond, I here retraced my steps homeward.

On my return I passed the *Famine*, which was worked for some time by Dr. Douglas, under the De Léry Patent, and in the afternoon again visited the mine on the upper part of the *Gilbert*, and left the following day on my way to Quebec.

At one of the Poulins' I saw nine pieces of gold found in the *Chaudière*, the *Plantes*, the *Gilbert* and the *Famine*; these pieces varied from a couple of dwts. to one and a-half ounces each. I noticed that that got from the *Chaudière* was of a much lighter colour than that of the *Gilbert*, containing, most likely, a larger quantity of silver alloy.

I learned that previous to this year Dr. Douglas had worked on the *Plantes*, the *Gilbert* and the *Famine*, and that in one season he had obtained a considerable sum out of the *Plantes*. The gold found in this last mentioned river is smaller than that of the *Gilbert*, the largest piece got out of it having been of the value of thirty dollars; but it has not been worked very far up.

The Mr. Brock before mentioned also worked with others at the *Chaudière* last year, under a lease from Dr. Douglas.

A vein of quartz crosses the *Chaudière* at the Devil's Rapids in St. François, a little below the *Gilbert*, and is seen on the hill on the main road. I also saw quartz cropping out in several places. Some of this quartz, I am told, has been tested, and contains gold.

No quartz mining operations have yet been undertaken anywhere, sufficient indications not having presented themselves, and the mining has so far been confined exclusively to alluvial diggings; but explorers, of whom I met more than one, are out in numbers, and the existence or not of gold in the quartz state, *in situ*, in sufficient quantities to pay for working, will now, no doubt, soon be established.

All the mining operations have also so far taken place in the Seigniorships, nothing having been done, as far as I could learn, on the Crown lands.

The country through which I travelled, along the banks of the *Chaudière*, consists of rich alluvial flats gradually rising from the river to a distance in some places of as much as 30 or 40 arpents, with hills and *plateaux* of cultivated land in rear, well and

continuously settled as far as I went to the forks of the *Du Loup* and *Chaudière*. The lots on the De Léry range of *Rigaud Vandrevuil*, where the mining on the *Gilbert* is going on, being the third from the river, are unimproved, but the first two ranges are all cleared and cultivated.

I cannot conclude this report without bearing testimony to the quiet and good order existing at the *Gilbert* mine. The miners consist principally of French Canadian *habitans* from the adjoining parishes, with a few persons from Quebec and elsewhere, and at neither of my visits did I hear a word spoken in anger.

I have the honor to be, Sir,
Your obedient servant,
(Signed,) F. T. JUDAH,
Clerk, Crown Domain, &c.

The Honorable Wm. McDougall,
Commissioner of Crown Lands, &c., &c.,
Quebec.

No. 54.

R E T U R N

To an Address of the Honorable the Legislative Assembly, dated 24th September, 1863; For information respecting purchase of Islands at the mouth of the St. Maurice.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
9th October, 1863.

No. 55.

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 22nd April last, praying His Excellency to cause to be laid before the House, "a Return from the several Clerks of the Peace and Clerks of the City Councils in Upper Canada, of the number of Affidavits filed within the last five years, under the 6th Section of Cap. 77 of the Consolidated Statutes for Upper Canada; and also, a Return from the several Judges of the Courts of Queen's Bench and Common Pleas in the said Province during the same period, of the numbers of actions for seduction tried by them as Judges of Assize and *Nisi Prius*, together with the Verdict in each case."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

Secretary's Office,
Quebec, 12th October, 1863.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

R E T U R N

To an Address from the Honorable the Legislative Council to His Excellency the Governor General, dated the 18th instant, praying His Excellency to cause to be laid before this House, "a Return shewing all Moneys paid to the Government by the Toronto Roads Company upon the purchase of the York Roads, the date and amount of each payment, and the amount due and unpaid at the time the Government resumed possession of the said Roads; and of all correspondence that may have taken place between the Government and the York Roads Company, in reference to the resumption of the said Road by the Government."

By Command.

A. J. FERGUSON BLAIR,
Secretary.

SECRETARY'S OFFICE,
Quebec, 24th September, 1863.

OFFICE OF ATTORNEY GENERAL FOR UPPER CANADA, Quebec, September 22nd, 1863.

SIR,—I am desired by the Attorney General to say, in reply to your letter of 21st instant, that the records of this department do not contain any information on the points mentioned in the address of the Legislative Council, of which you have forwarded a copy.

I have the honor to be, sir,

Your very obedient servant,

(Signed) H. BERNARD.

The Honorable the Provincial Secretary, &c. &c.

RETURN shewing all Moneys paid to the Government by the Toronto Roads Company upon the purchase of the York Roads, the date and amount of each payment, and the amount due at the time the Government resumed possession of the said Roads.

April	14, 1851.—By cash per deposit.....	\$7,510.00
October	21, " — Do. do.	7,510.00
May	8, 1852.— Do. do.	7,510.00
November	9, " — Do. do.	7,510.00
January	19, 1853.— Do. do.	15,020.00
May	28, " — Do. do.	7,134.50
December	16, " — Do. do.	7,134.50
June	10, 1854.— Do. do.	15,020.00
October	9, " — Do. do.	6,759.00
April	19, 1855.— Do. do.	6,759.00
May	2, 1857.— Do. do.	15,020.00
May	2, " — Do. do.	5,440.51

Total payments.....\$108,327.51

By an Order in Council dated 1st March, 1860, the above payments were applied in liquidation of the interest in full, the principal being made payable thus: £6000 to be expended on new works within two years; £10,000 to be paid on 1st July, 1869; £10,000 on 1st July, 1871, 1873, 1875, 1877, 1879, and 1881; and £5100 on 1st July, 1883. The interest accruing from 1st July, 1861, being payable half-yearly at three per cent., but on account of which no payment has been made by the Toronto Roads Company up to the date at which the roads were resumed by the Government, and which amounts to \$18,024.00.

WILLIAM DICKINSON, D.I.G.

Inspector General's Office,
Quebec, 23rd September, 1863

RETURN

In part, to an Address of the Honorable the Legislative Assembly, dated 28th September, 1863, "for Information respecting Dismissals of "Public Employés since 25th May, 1862, and those employed since."

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

SECRETARY'S OFFICE,
14th October, 1863.

LIST of the PUBLIC EMPLOYÉS who have been DISMISSED since the 25th May, 1862, to the present date; also of the persons who have been EMPLOYED, either PERMANENTLY or TEMPORARILY, since the same date, shewing the amount of salary received or to be received by each one of them annually or monthly.

PROVINCIAL SECRETARY'S OFFICE.

E. Parent, Asst. Sec'y, Salary,	\$2,840.00,	Permanent.
E. Meredith,	" " 2,600.00	"
Thomas Ross,	" " 2,000.00	"
S. Tetu,	" " 1,400.00	"
W. H. Jones,	" " 1,360.00	"
G. S. Bertrand,	" " 1,360.00	"
G. Powell,	" " 1,600.00	"
H. E. Steele,	" " 1,400.00	"
C. J. Birch,	" " 1,360.00	"
John Gow,	" " 416.64	"
James Dorr,	" " 495.00	"
J. N. Eradet,	" " 495.00	"
H. R. Glackmeyer,	" " 1,060.00,	Dismissed.
M. L. Amouroux,	" " \$2.50 per diem,	Temporary.
J. M. Tetu,	" " " "	"
R. Pope,	" " " "	Services dispensed with.
S. Ferland,	" " " "	"
C. A. Jones,	" " " "	"

DEPARTMENT OF ATTORNEY GENERAL EAST.

No Employé dismissed. No Additional person employed, permanently or temporarily.

PROVINCIAL REGISTRAR'S DEPARTMENT.

Michael Lane, Employed	1st Dec., 1859, Salary \$360 per annum,	Died 8th Oct., 1862, Temporary.
Robert A. Kent,	" 1st May, 1858, " 500 " "	Resigned 30th Nov., 1862, "
Charles Panet,	" 7th April, 1862, " 800 " "	Dismissed 1st Sep., 1863, Perman't.
R. Nettle, jr.,	" 26th Jan., 1863, " \$2 per diem,	Dismissed Feb. 28, '63, Temporary
Alexander Begg,	" 24th Dec., 1862, " " "	Temporary.

RECEIVER GENERAL'S DEPARTMENT.

G. E. M. Sherwood, \$2.50 per day } Extra Clerks.
 J. B. H. Neeve, " }
 N. Casault, \$300 per annum, Messenger.

All dismissed by an Order of the Governor General in Council, dated 1st Aug., 1862—the two clerks to be employed and paid up to the 1st September, and the messenger to the 1st October, 1862.

NOTE.—No person has since been added to or employed in the Department, except the regular staff.

Mr. Dufort, Book-keeper, died in June last; salary \$1610 per annum. No new appointment has been made.

BUREAU OF AGRICULTURE.

List of Clerks, &c., whose services have been dispensed with since the 25th May, 1862.

J. B. Duggan, Census Clerk, dismissed July, 1862, salary \$2 per diem.
 J. Vezina, do do do
 A. McK. Rankin, do do do
 H. Andrews, do dismissed September, 1862, salary \$2 per diem.
 J. G. Reiffenstein, Census Clerk, left the Province Sept., 1862, salary \$2 per diem.
 John Walsh, Clerk in Patent Office, left the Province Sept. '62, salary \$800 per annum.
 G. E. Willoughby, Census Clerk, deceased Dec., 1862, salary \$2 per diem.
 S. Sheppard, do dismissed May, 1863. do
 Henry May, do resigned 31st May, 1863, salary \$3.50 per diem.
 E. Byrnes,
 A. H. Fraser,
 A. S. Bussière,
 R. C. Abbott,
 C. Alley,
 D. W. J. Routier, } Census Clerks, dismissed 4th July, '63, salary, each \$2 per diem.
 T. MacNider, Chief Census Clerk, dismissed 18th July, 1863, salary \$3.50 per diem.
 A. Hart, Census Clerk, dismissed 18th July, 1863, salary \$3 per diem.
 C. Panet, jr., } Census Clerks, dismissed 18th July, 1863, salary each \$2 per diem.
 J. Collins,
 Peter Dunn, } Messengers, dismissed 31st Dec., 1863, salary \$450 each per annum.
 John Johnson,

LIST of appointments made since the 25th May, 1862—

Dr. de la Bruière, Inspector of Agencies of Colonization Roads in Lower Canada, transferred to this Department, 22nd December, 1862.
 N. F. Boissonault, temporarily employed Curator of Model Room, \$2 per diem, 2nd February, 1863.
 James O'Brien, Extra Clerk, February, 1863, at \$2 per diem.
 T. E. Lemieux, Chief Messenger and House-keeper, 1st April, 1863, *vice* Fisette, deceased, at \$500 per annum.
 Joseph Boily, Messenger, 1st April, 1863, *vice* John Johnson, dismissed, salary \$450 per annum.
 B. Morreaux, Messenger, 1st April, 1863, *vice* Peter Dunn, dismissed, salary \$450 per annum.

EXECUTIVE COUNCIL OFFICE:

No dismissals and no appointments, either permanent or otherwise.

GOVERNOR'S SECRETARY'S DEPARTMENT:

No dismissals or appointments.

CROWN LANDS DEPARTMENT.

REMARKS.

Name.	Office.	Appointed.	Salary.	Dismissed.	REMARKS.
T. Cherrier	Clerk	31st Dec., 1862	\$1080 00	31st Dec., 1862	In March, 1860, Mr. Cherrier informed the Assistant Commissioner that the state of his health did not permit him to perform his duty.—Mr. Cherrier left the office from sickness in September, 1861, and did not return. He thus received sixteen months' salary without performing any duty.
T. H. Derbishire	do		580 00	31st July, 1862	Dismissed for having been repeatedly absent without leave, and for neglect of duty.
L. R. M. Fortier	do		580 00	31st July, 1862	Resigned 31st Oct. '62.—No one has been appointed in his place.
J. R. Dickson	Extra Clerk		\$2 per diem	31st July, 1862	Employed as temporary clerk on special service, and dismissed when there was no further occasion for his services.
E. Ware	Extra Draughtsman		do	31st May, 1862	do
George Bouchette	do		do	do	do
Jerome Alley	Clerk		950 00	31st April, 1863	Left the Department 16th April, 1862, and has not since been heard of. No one has been appointed in his place.
DeVord Fischer	do		980 00	14th Aug., 1863	Dismissed for having been repeatedly absent without leave.
E. Cayley	Extra Draughtsman		\$2 per diem	31st Aug., 1863	His services were no longer required.
A. N. McLean	Agent for collection of Clergy Rents		1200 00	30th Nov. 1862	The amt. of his receipts fell short of his expenditure, including his salary. The collections are now made by the Department.
A. P. Salter	Superintendent of Colonization Roads, District of Algoma		\$5 per diem, and 50 cents per diem, in lieu of rations, when in the field.	5th Jan., 1863	Services no longer required, as the works are stayed, and the Superintendent of Colonization Roads for Upper Canada can attend to them when they are resumed.
B. de la Trêve	Fishery Overseer, U.C.		900 00		Transferred to Bureau of Agriculture with L. C. Colon. Roads.
Robert Moodie	do		400 00	31st July, 1862	Services not required.
H. Chisholm	do		100 00	31st Dec., 1862	Inefficiency and neglect of duty.
J. Gemmill	do		50 00	30th May, 1862	do
F. X. Pratto	Land Agent				Resigned 5th Aug., 1862; paid by commission on collections; Received, in 1862, \$32.65.
J. Jolivet	do				Dismissed for default. Paid by commission on collections—Amount paid, in 1862, \$16.92.
G. G. Boswell	Road Agent		1460 00	9th Aug., 1862	Salary of \$4 per diem, disallowed since Jan., 1863. Still acting Locating Agent, for which he receives \$2 for each location.
J. Graham	do		1460 00		do
A. W. Powell	Timber Agent		1200 00	13th Aug., 1863	do
J. B. McDonald	Extra Clerk	10th Sept., 1863	\$2 per diem	30th Sept., 1863	do and for which he receives \$2 for each location.
J. Murphy	do		do		His agency is to be consolidated with Mr. Way's.
R. Temple	do		do		Employed on Returns for the Legislature.
K. Lamontagne	Land Agent	16th Sept., 1862	Commission		do
G. F. Roy	Road Agent	6th Aug., 1862	\$2 per diem		Employed, owing to the sickness of the Registrar.
H. S. Hubert	Land Agent	11th Nov., 1862	Re-appointed		Part of Deleclasse, C. East, appointed in room of J. Jolivet, dismissed—paid by commission on collections.

Part of Rimouski and Gaspé—Free Grant Agent, Cap Chat and Matane Road. The salary of J. B. Lepage, Road Agent, (Eglin and Flecho Road), was \$4 per diem, which is now divided with Roy, each receiving \$2 per diem.

Co. Waterloo, C.W.—paid by commission on collections; amt. of commission, paid agent in 1861, \$533.25.

DEPARTMENT OF PUBLIC WORKS.

L. P. Gauvreau, removed November 18, 1862, salary \$900 per annum.
 S. Ferland, " " " " 700 "

OFFICE OF ATTORNEY GENERAL FOR UPPER CANADA.

Mr. Michael Hayes, annual salary of \$600, transferred to the Office of the Registrar of the Court of Chancery, Upper Canada, at same salary; date of transfer, 1st July, 1862.
 Mr. Thomas W. Allan, annual salary of \$500, removed for purpose of reduction of expense of Department; date of removal, 1st August, 1862.
 Mr. Alexander Gordon, appointed at the annual salary of \$700, in lieu of the two clerks above mentioned, such appointment being dated from 1st July, 1862.

ADJUTANT GENERAL'S OFFICE.

DISMISSED. Names.	Offices.	Removed or Dismissed.	Annual Salary.	Temporary Salary. per diem.
Lieut. Col. J. Nash	Dy.-Adj.-Gen., U. C.	Removed	\$2000 00	.....
Charles Petitclair.....	Clerk	do	1000 00	.....
J. B. Raymond.....	do	do	1200 00	.....
Sir J. D. H. Hay	do	do	1000 00	.....
Cyrille Junot.....	Temporary Clerk	do .....	.....	\$ 2 00
Grant Seymour.....	do	do .....	.....	2 00
Anselme Blouin	do	do .....	.....	2 00
Allan N. Ross	do	do .....	.....	2 00
Alfred T. Hartney	do	do .....	.....	2 00
M. T. Hunter	do	do .....	.....	2 00
H. R. Vardon	do	do .....	.....	2 00
J. O. Benoit	do	do .....	.....	2 00
John Meagher	do	do .....	.....	2 00
Samuel S. Hatt.....	do	do .....	.....	2 00
Thomas Smeaton	Assistant Messenger.....	do .....	.....	0 75
T. Boulett.....	Laborer	do .....	.....	1 00
Total, 16.				

† Temporarily employed during illness of H. Smeaton, House-keeper.

EMPLOYED. Names.	Offices.	Permanently.	Temporarily.	Annual Salary.
Lieut. Col. W. Powell	Dy.-Adj.-Gen., U. C.	Permanently.	.....	\$2000 00
Thomas Wily	Chief Supt. of stores.....	do .....	.....	1200 00
Cyrille Junot*.....	Clerk	do .....	.....	500 00
Grant Seymour*.....	do	do .....	.....	500 00
T. C. LaRose.....	do	do .....	.....	500 00
D. McLennan	do	do .....	.....	500 00
Edward Cody†	House-keeper & mes- senger	do .....	.....	400 00
M. Ryan† .....					Assistant messenger.....	do .....	.....	$1 per diem
Total, 8.				

* Re-appointed at reduced pay.

† In place of H. Smeaton, deceased.

† Previously employed, and paid out of contingencies.

FINANCE DEPARTMENT.

Joseph Cary, Deputy Inspector General, dismissed 31st August, 1863, salary \$2906.67.
 J. R. Nash, 1st Class Clerk, dismissed 31st August, 1863, salary \$1340.
 E. S. Wilson, temporarily, employed generally in the office, at \$2 per diem, since 15th April, 1863.

CUSTOMS BRANCH, FINANCE DEPARTMENT.

APPOINTMENTS.

Thomas L. Tipton, Collector of Canal Tolls, salary \$750, *vice* Amsden.
 John Benson, Collector of Customs, salary \$600, *vice* Smith.
 A. Brunel, Inspector of Ports, Canals, and Excise, salary \$2000.
 Alex. Comeau, Preventive Officer of Customs, salary \$100.
 J. W. Horgan, } Had been acting Landing } Landing Waiters and Searchers,
 J. Christie, } Waiters 5 or 6 years. } salary each \$500.
 Joseph S. Bureau, Collector of Inland Revenue. }
 Chas. Gaspé Fortier, do do do }
 S. B. Merrill, do do do }
 Wm. Thompson, do do do }
 John Hamilton, do do do }
 George P. Dickson, do do do }
 P. Regnier, do do do } No stated salary, but paid by
 Charles E. Romain, do do do } percentage on collections.
 James B. Knowlson, do do do }
 Wm. Henry Willson, do do do }
 Malcolm Macnab, do do do }
 Thomas White, do do do }
 Patrick Lynch, do do do }

NAMES OF THOSE WHOSE SERVICES WERE DISPENSED WITH.

William J. Fairfield, Collector of Customs, salary \$500.
 T. J. Taschereau, do do do 400.
 P. J. Roblin, Landing Waiter and Searcher, salary \$500.
 W. H. Gibson, Preventive Officer, salary \$400.
 George Duck, Sub-Collector and Acting Surveyor, salary \$400.
 John Radcliff, Landing Waiter and Searcher, salary \$375.
 Thomas Cartier, Preventive Officer, salary \$100.
 Charles Taylor, do do 220.
 J. Gaul, Landing Waiter and Searcher, salary \$500.
 John McWatt, Collector of Customs, salary \$1000.
 Peter Ferguson, Surveyor do do 750.
 W. D. Pollard, Acting Landing Waiter, salary \$456.25.
 B. Cosgrove, do do do 456.25.
 A. Begg, Landing Waiter and Searcher, do 400.
 J. S. Bruce, do do do 400.
 D. Graham, do do do 400.
 P. E. Watier, Acting Collector of Customs, do 300.
 Thomas Cotton, Collector of Customs, do 700.
 A. Murray, Landing Waiter, salary \$100 } Salaries only discontinued, except W.
 W. James, do do 400 } James, whose services are dispensed
 J. S. Clarke, do do 200 } with.
 William Walker, Preventive Officer, salary \$150.
 R. Thompson, do do 200.
 W. D. Wilson, Landing Waiter and Searcher, salary \$400.

L. C. Choquet, Preventive Officer,	salary	\$140.	
S. S. Walsh, Collector of Customs,	salary	\$800.	
J. B. O'Connor, Landing Waiter and Searcher,	salary	\$500.	
J. D. Askin,	do do do	500.	
W. McDonell, Surveyor of Customs,	salary	\$600.	
John Wright, Preventive Officer,	do	200.	
J. Wigfield,	do	200.	
C. B. Batley, Landing Waiter and Searcher,	salary	\$400.	
J. B. Wells,	do do do	300.	
Thomas Haley, Preventive Officer,	do	200.	
A. St. Louis, Landing Waiter and Searcher,	do	500.	
C. M. Kelly,	do do do	500.	
M. McKenzie,	do do do	500.	
C. H. Godby, Collector of Customs,	do	750.	
James McCarroll, Surveyor of Customs,	do	1400	
John Bell, Collector of Customs,	do	625	
John Radcliff, Landing Waiter and Searcher,	do	500	
A. Walsh, Acting	do do do	500	
A. W. Schwieger, Special Preventive Officer,	do	1000	
James Amsden, Acting Collector of Canal Tolls,	salary	\$750.	(Succeeded by Mr. Tipton, with same salary.)
Thomas Saunders, Collector of Inland Revenue			} No stated salary, but paid by percentage on collections.
G. L. Kemp,	do do		
D. Tassé,	do do		
L. B. Garceau,	do do		
J. S. McCuaig, Inspector of Canals,	salary	\$2000.	
Geo. R. Nash, Clerk of	do do	500.	

RETURN

To an Address of the Honorable the Legislative Assembly, dated 28th September, 1863, for information respecting Officers of Customs in Districts of Kamouraska, Rimouski and Saguenay.

By Command.

A. J. FERGUSSON BLAIR,
Secretary.

SECRETARY'S OFFICE,
14th October, 1863.

STATEMENT shewing the number of Officers employed in the Customs Service in the Districts of Kamouraska, Rimouski and Saguenay, the names of those officers, the periods for which they have been employed, the places at which they are stationed, the salary received by each one of them, the amount of duties received at each place annually, and the number of vessels cleared.

Name of Officer.	Name of Office.	Date of Appointment.	Where Stationed.	Amount of Annual Salary.	Amount of Annual Collections.	Number of vessels Cleared Annually.	REMARKS.
John Heath.....	Collector.....	18th January, 1853.	Isle Verte.....	\$400 00	.....	10	Average of last three years as to number of vessels cleared annually. Attached to Port of Isle Verte.—Removed from Gaspé after its erection as a Free Port.
Wm. Flynn.....	Preventive Officer.....	10th May, 1851.....	River Du Loup.....	300 00	.....	12	Succeeded P. Gauvreau, Senr., the first Collector.—60 etc. collected in 1862. Attached to Port of Rimouski.—Removed from Gaspé after erection of Free Port.
P. L. Gauvreau.....	Collector.....	3rd March, 1850.....	Rimouski.....	400 00	00 60		Attached to the Port of Quebec.—The vessels they enter and clear are reported to the Collector of the Port of Quebec.—Mr. Harvey was removed from Gaspé after the erection of the Free Port.
Wm. McPherson.....	Preventive Officer.....	4th May, 1855.....	Métis.....	300 00	.....	
B. McGie.....	".....	4th May, 1855.....	Matane.....	300 00	.....	
Geo. Mackenzie.....	Landing Waiter & Searcher.....	25th May, 1861.....	Chicoutimi.....	400 00	.....	
J. Radford.....	Preventive Officer.....	4th May, 1857.....	Tadoussac.....	244 00	.....	
W. Harvey.....	".....	30th May, 1863.....	Malbaie.....	300 00	.....	
Alex. Comeau.....	".....	18th July, 1863.....	Godbout.....	100 00	.....	
John E. Barry.....	".....	.....	Escoumatus.....	nil	.....	

FINANCE DEPARTMENT, CUSTOMS BRANCH,
Quebec, 11th October, 1863.

R. S. M. BOUCHEFFE,
Commissioner of Customs.

R E T U R N

To an Address of the Honorable the Legislative Assembly, of the 28th
September, 1863, for information respecting Works on River du
Moine.

By Command,

A. J. FERGUSSON BLAIR,

Secretary.

SECRETARY'S OFFICE,

Quebec, 15th October, 1863.

*[In accordance with the recommendation of the Joint Committee on Printing
the above Return is not printed.]*
