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- 15... **BRITISH COLUMBIA** :—Agreement made at Victoria, on 20th August, 1883, relative to various unsettled points between the Dominion Government and the Province, together with the contract for the construction of a railway on the Island of Vancouver, and accompanying papers.
- 15a. Return (*in part*) to Order; Statement showing the names, etc., of all employés in the various Departments of the Dominion in British Columbia. (*Not printed.*)
- 15b. Supplementary Return to preceding. (*Not printed.*)
- 16... **PENITENTIARIES IN CANADA** :—Report of the Minister of Justice on, for the year ended 30th June, 1883.
- 17... **LIBRARY OF PARLIAMENT** :—Report of the Librarian. (*Sessional Papers only.*)
- 18... **UNFORESEEN EXPENSES** :—Statement of payments charged to, by Orders in Council, from 1st July, 1883, to date, in accordance with the Act 46 Vic., chap. 2, schedule B. (*Sessional Papers only.*)
- 19... **SUPERANNUATION** :—Statement of name, etc., of each person superannuated, etc., under the Act 46 Vic., chap. 8, sec. 15.
- 19a. Return (*in part*) to Order; Statement showing separately, for each year since the establishment of the Superannuation Fund:—1. The number of persons on the list for the year as entitled to the benefit of the Act. 2. The number superannuated during the year under the Act. 3. The number retired during the year on a gratuity under the Act. 4. The total amount paid into the fund from the beginning by those who were, during the year, superannuated or retired on a gratuity; distinguishing between those whose superannuation was caused by the abolition of office. 5. The number of persons on the list, for the year, who died in the Service;—and 6. The total amount paid into the fund from the beginning by those who, during the year, died in the Service.

No. 19b.	SUPERANNUATION :—Supplementary Return covering time lapsed since preceding order. (<i>Sessional Papers only.</i>)
19c.	Return to Order; Return of the total amount paid into the Superannuation Fund during the time of service by each of those superannuated during the year ended 31st December, 1883. (<i>Sessional Papers only.</i>)
20...	GOVERNOR GENERAL'S WARRANTS :—Statement of, issued since the last Session of Parliament, in accordance with the Act 41 Vic., chap. 7, sec. 32, sub-sec. 2, on account of the fiscal years, 1882-83, and 1883-84. (<i>Distribution only.</i>)
21...	SUBSIDIES :—Return to Order; Return of moneys advanced to New Brunswick, on account of and in anticipation of the subsidy, since January 1st, 1882, etc. (<i>Not printed.</i>)
21a.	Return to Order; Statement of all sums paid by Canada on account or in full of the subsidies voted to the several railway companies mentioned in chapter 25, Act 46 Vic. (1883).
21b.	Return to Address; Copies of all correspondence, etc., respecting the grant or payment of any subsidies to railways, not already brought down, to date.
21c.	Return to Address; Statement showing: 1. The names of all railway companies which have made application to the Government or Parliament of Canada for subsidies from 1867 up to this date; 2. The names of the railway companies to which have been granted and paid subsidies by the Dominion Government, from 1867 to this date; 3. The sums paid to each of the said railway companies from 1867 to this date; 4. The length of the said Railways; 5. The names of the Province or Provinces traversed by the said railways; 6. The original amount of the mortgage held by the Dominion on the properties of the Northern Railway Company of Canada; 7. Copy of the Order in Council effecting the discharge of the said mortgage in favour of the said company, the date of the said discharge, and the amount of interest accrued on the said mortgage at the date of discharge; and 8. The amounts paid by the Government of Canada, from 1867 to this date, for the extension of the Intercolonial Railway in the City of Halifax. (<i>Not printed.</i>)
21d.	Return to Address; Copies of all correspondence, etc., not already brought down, in reference to subsidies or grants for Manitoba, the extension of its boundaries, the territory disputed between it and Ontario; its school lands, public lands within the Province, and railway questions affecting the Province.
21e.	Return to Address; Copies of all correspondence, etc., respecting the construction or subsidizing of the proposed railway line between Gravenhurst and Callander. (<i>Not printed.</i>)
21f.	Papers respecting aid to Quebec and other Provinces and railway subsidies, as follows:—Memorandum respecting the claim of Quebec; Montreal to St. John, Halifax and Sydney; Irondale, Bancroft and Ottawa Railway; Pontiac Pacific Junction Railway; Ottawa and Gatineau Valley Railway; Napanee and Tamworth Railway; Erie and Huron Railway; Ontario and Pacific Railway; Kingston and Pembroke Railway Company; Railway and Bridge between Jacques Cartier Union Railway Junction and St. Martin's Junction; St. Louis to Richibucto Railway; Hopewell to Alma; St. Andrews to Lachute Railway; Grand Piles to Lac des Iles Railway; Western Counties, Annapolis to Digby Railway; Baie des Chaleurs, Caraquet to Shippigan; Metapediac to Paspebiac; Miramichi Valley Railway; Derby Station to Indian Town (I. C. R. Branch.) (<i>Sessional Papers only.</i>)
21g.	Copy of contract between Her Majesty the Queen, acting in respect of the Dominion of Canada, and therein represented by the Hon. Sir Charles Tupper, K.C.M.G., Minister of Railways and Canals,—and the Northern Pacific Junction Railway Company. (<i>Not printed.</i>)
22...	EXPENSES OF COMMISSIONERS, ETC. :—Return to Order; Return showing the expenses in detail incurred by the several members of the Government, and any other person sent to England or elsewhere, on behalf of the Government, from 16th December, 1880, to the present. (<i>Not printed.</i>)
22a.	Supplementary Return to preceding. (<i>Not printed.</i>)

- No. 23... EMPLOYÉS IN MILITARY DISTRICTS:—Return to Order; Return showing the name of each officer and employé in each Military District, with salary and date of appointment. (*Not printed.*)
- 24... COST OF CONVEYING PRISONERS:—Return to Order; Statement showing the cost per capita of conveying prisoners from county gaols to penitentiaries, in the years 1880-81 and 1881-82. (*Not printed.*)
- 25... DOMINION LANDS:—Return to Order; Return showing the total acres of public land sold during the year 1882, the number of parties to whom sold, the average price, and the total amount received from sales.
- 25a... Return (*in part*) to Address; 1. Copies of all correspondence, etc., with the Land Commissioner at Winnipeg, or other land agent, respecting the withdrawal of lands in the Mile Belt from homestead and pre-emption, and respecting the opening of said lands for homestead and pre-emption. 2. All correspondence, etc., as to the claims of settlers and squatters on such lands. 3. All correspondence, etc., respecting the sale of such lands, etc. 4. All regulations respecting the claims made by settlers or squatters on such land. (*Not printed.*)
- 25b... Return to Order; Return giving copies of all regulations or orders issued concerning the sale or management of Agricultural Lands, Timber Lands, Pasture Lands, Mineral Lands and Town Sites, not covered by the Order of last Session. (*Not printed.*)
- 25c... Return to Order; Representation to the Government on the subject of the simplification of the system of transfer of lands of the North-West. (*Not printed.*)
- 25d... Return to Order; Copies of correspondence, if any, between the Mayor and Council of Winnipeg and the Government, in reference to a grant or lease of the land at Fort Osborne to the city for park purposes. (*Not printed.*)
- 25e... Return to Address; Copies of the Order in Council setting apart lands to be granted to the Qu'Appelle Valley Farming Company; also, all correspondence, etc., in reference to the fulfilment of the terms of said order, and the removal of settlers found on said lands, etc. (*Not printed.*)
- 25f... Return to Order; Return showing the total number of acres of public lands surveyed in Keewatin, Manitoba and the North-West Territories, previous to the year 1883, and the cost per acre of such survey. (*Not printed.*)
- 25g... Return to Order; Return showing the total number of acres of public lands entered as homesteads and pre-emptions during the year 1883, with the number of such entries, etc. (*Not printed.*)
- 25h... Return to Address (Senate); Return showing all Orders in Council, etc., since 1st January, 1882, with reference to the sale of, or the order for the sale of, Ordnance Lands in Sorel Seigniory. (*Not printed.*)
- 25i... Return to Order; Return concerning the sales of Dominion Lands in Manitoba and the North-West Territories during 1882. (*Not printed.*)
- 25j... Return to Order; Return showing the total number of applications for land for colonization, under Plan No. 1 of the land regulations of December 23rd, 1881, where conditions have been complied with and applications agreed to, etc., up to January 1st, 1883. (*Sessional Papers only.*)
- 25k... Return to Order; Return showing the total number of acres of public lands sold in the year 1883, the average price per acre, and the total amount received from such sales; also, the number of applications under Colonization Plans Nos. 1 and 2, under regulations of December 23rd, 1881, the number of acres granted under each application, etc. (*Not printed.*)
- 25l... Return to Order; Return showing the number of acres or square miles of timbered lands or timber limits sold by the Government since 1st March, 1883, in or convenient to the Bow River country, in the North-West, giving the names of the parties sold to, and the prices paid, etc. (*Not printed.*)
- 25m... Supplementary Return to No. 25b. (*Not printed.*)
- 25n... Return to Order; Return giving copies of all regulations issued concerning the management or sale of Agricultural Lands, Mineral Lands, Timber Lands, Pasture Lands, and Town Sites, since December 23rd 1881. (*Not printed.*)

- No. 25o. DOMINION LANDS:—Return to Order; Return of all Reports not hitherto published, relating to the character and probable resources of the country through which the Canadian Pacific Railway is being constructed, to the north of Lakes Huron and Superior, embracing all information in possession of the Government in respect to the whole of the region intervening, between the Great Lakes and the southern coast of Hudson Bay. (*Not printed.*)
- 25p. Return to Order; Copies of all applications for, etc., and statement of all sales or leases made of Coal Lands in the North-West, not covered by the Returns already ordered; and of the particulars of all conversions of leaseholds into freeholds of Coal Lands; and the payments made under any leases, sales or conversions. (*Not printed.*)
- 25q. Return to Address; Copies of all correspondence between the Provincial Agricultural and Industrial Society, also the Board of Agriculture of Manitoba, and the Government, on the subject of a grant of land in Winnipeg for Exhibition purposes. (*Not printed.*)
- 25r. Return to Order; Return showing the number of acres of Public Lands surveyed in Manitoba and the North-West Territory, in the year 1883, and the cost per acre of such survey. (*Not printed.*)
- 25s. Supplementary Return to No. 25a. (*Not printed.*)
- 25t. Return to Address; Copies of all correspondence, etc., with agents, as to the withdrawal from homestead and pre-emption of all lands south of the main line of the Canadian Pacific Railway; also, the existing regulations in respect to the disposal of said lands. (*Not printed.*)
- 25u. Return to Address; 1. Copies of all correspondence, etc., with agents as to the withdrawal from homestead and pre-emption of the lands south of the Canadian Pacific Railway. 2. All correspondence, etc., as to the claims of settlers or squatters on such lands. 3. All correspondence, etc., respecting the sales of such lands. 4. All sales effected privately up to 1st January, 1884; with the conditions and price. 5. All correspondence, etc., respecting the re-opening of said lands for homestead and pre-emption. (*Not printed.*)
- 25v. Return to Address; 1. Copies of all correspondence, etc., with the agents of the Government respecting the withdrawal from homestead and pre-emption of all lands in the Town Reserve, at Regina, Moose Jaw, and other places in the North-West Territories on the line of the Canadian Pacific Railway, and respecting the re-opening of the said lands for homestead and pre-emption, with the terms and conditions on which so re-opened. 2. All correspondence, etc., as to the claims of settlers and squatters on such lands. 3. All correspondence, etc., respecting the sale of such lands. 4. All regulations, etc., respecting the claims made by settlers or squatters on such lands. (*Not printed.*)
- 25w. Return to Order; Return showing the number of Pasture Land Leases granted in the year 1883, the name of each lessee, the estimated number of acres covered by each lease, the term of each lease, the sum received and to be received upon each lease, and the total number of acres leased, and the total receipts from leases during the year. (*Distribution only.*)
26. VICE-ADMIRALTY COURTS:—Return to Address; Return showing the amount of money paid as the emoluments of their offices, to the Judge, Registrar and Marshal of the Vice-Admiralty Courts at Quebec, Halifax and St. John, respectively; also, a Return showing the number of libels filed and cases tried in the said Courts respectively, from 1st July, 1867, to the present date. (*Distribution only.*)
- 26i. Return to Address; Copies of all dispatches not already brought down, from the Imperial Government, in relation to the Vice-Admiralty Courts in the Dominion, and the change of procedure and practice therein. (*Not printed.*)
27. LIGHTHOUSES:—Return to Order; Copies of all correspondence, etc., in connection with the erection of a lighthouse at Westhavers' Point, Hubbard's Cove, Lunenburg County, and all instructions to the Commander of the steamship "Newfield," or any other officer of the Government, in reference to said lighthouse, under which he acted on 10th June, 1882; also, copy of agreement for the purchase of land for said lighthouse between the Government and C. E. Kaulbach, Esq., M.P. (*Not printed.*)

- No. 27a. LIGHTHOUSES :—Return to Order; Return showing in detail the amounts expended, with vouchers, from 1st January, 1880, in repairs on the Pelée Island, Long Point and Rondeau lighthouses; also, copy of all correspondence between the Government and John Corbett, also William Grubb, or any other person relating to the Pelée Island lighthouse. (*Not printed.*)
- 28... DOMINION MONEY ON DEPOSIT :—Return to Order; Statement showing the amount of money on deposit to the credit of the Government of Canada on 1st January, 1884, together with the names of the banks wherein the said moneys are deposited, with the amount; also the amount at interest, with the rate allowed on the said deposits in each case. (*Distribution only.*)
- 29... RECEIPTS AND EXPENDITURE :—Return to Order; Return of, in detail, chargeable to the Consolidated Fund, from 1st July, 1882, to 20th January, 1883, and from 1st July, 1883, to 20th January, 1884. (*Distribution only.*)
- 29a. Return to Order: Return of, chargeable to the Consolidated Fund, to 10th February, in each of the fiscal years 1883 and 1884. (*Distribution only.*)
- 29b. Return (*in part*) to Order; Statement of, chargeable to the Consolidated Fund, to 20th March, 1883 and 1884, in each year respectively; also, for Return of Exports and Imports to 1st March, 1883 and 1884, respectively. (*Not printed.*)
- 30... INTOXICATING LIQUORS :—Return to Order; Return of all certificates for liquor granted under the Act of 1878 by the physicians of the County of Halton, giving the name of each physician and the number of certificates granted by each, from 1st May to 31st December, 1882. (*Not printed.*)
- 30a. Return to Order; Return showing quantity of intoxicating liquors imported, manufactured and entered for consumption in Canada, during the year ended 31st December, 1883, by Provinces, with the Customs and Excise duties accruing thereon, and the total cost thereof. (*Not printed.*)
- 30b. Return to Address; Copies of all correspondence, etc., on the subject of the importation of liquor into the North-West Territories. (*Not printed.*)
- 30c. Return of liquors sold to parties in the County of Halton, under the Canada Temperance Act, 41 Vic., chap. 16.
- 30d. Return to Order; Return of all certificates given by medical men under the Temperance Act, 1878, in Prince County, P.E.I., since that Act came into force in that County, showing by whom, to whom, and when granted. (*Distribution only.*)
- 30e. Return to Address; Copies of judgment of the Supreme Court of Canada, not already brought down, on the question of the legislative power with reference to the regulation of the sale of intoxicating liquors, and of the judgment of the Judicial Committee of the Privy Council in the case of Hodge against the Queen on the same subject, and of the shorthand writer's notes of the proceedings before the Committee, and of any correspondence in connection with the case; and also, for copies of the shorthand writer's notes of the proceedings before the Committee in the case of Russell and the Queen. (*Sessional Papers only.*)
- 30f. Return to Address; Copies of all correspondence between the Government and the Provinces respecting the Liquor License Act of 1883. (*Sessional Papers only.*)
- 31... CANADIAN PACIFIC RAILWAY :—Correspondence relating to the guarantee by the Government of interest on the stock of the Company.
- 31a. Resolution of the House; Report giving information affecting the Railway, up to the latest date :—1. The selection of the route. 2. The selection or reservation of land. 3. The payment of moneys, subsidy, advance, etc. 4. The laying out of branches. 5. The rates of tolls for passengers and freight. 6. Sundry subjects, construction of bridges, etc. 7. (1.) Transfer and operation of the Thunder Bay section, and (2.) Valuation of the rolling stock to be taken over by the Company.
- 31b. Copies of contracts for the Railway, entered into since last Session of Parliament. (*Sessional Papers only.*)
- 31c. Papers connected with an application from the Company, for an advance, on security, of a sum sufficient to enable them to continue the work of construction. (*Sessional Papers only.*)

No. 31d.	CANADIAN PACIFIC RAILWAY;—Supplementary Return to No. 31a. (<i>Not printed.</i>)
31e.	Copies of correspondence with the Finance Department relating to the affairs of the Company, since the date of the last Return to the House of Commons last Session. (<i>Sessional Papers only.</i>)
31f.	Return concerning the Company:—Pages X to XV, pages 7 to 13 (Appendix No. 3), and pages 152 to 154 (Appendix No. 9) of Departmental Report, also memorandums by Mr. Schreiber, 2nd February, 1884, on location and unfinished work. Profiles from 1 to 16, showing branch lines, main line, and approved sections thereof. Statistical return required by Consolidated Railway Act, and report of payments, etc. (<i>Sessional Papers only.</i>)
31g.	Return to Address; Copies of all contracts made by the Company for the construction of any part of its railway. (<i>Sessional Papers only</i>)
31g-1.	Return to Address; Copy of the instrument of incorporation or association of the North American Contracting Company, and the names of shareholders or associates thereof. (<i>Sessional Papers only</i>)
31h.	Return to Address; Copies of any official or public memoranda, etc., of the Company relative to its position, etc., not already brought down. (<i>Sessional Papers only.</i>)
31h-1.	Return to Address; Statement showing the amount of the subscribed stock of the Company, prior to the authorization for an increase of its capital stock from \$25,000,000 to \$100,000,000, etc. (<i>Sessional Papers only.</i>)
31i.	Return to Address; Copies of all reports, etc., not laid on the Table, respecting the guarantee for the Company; and respecting any proposed modification of that arrangement; also, respecting the postal subsidies. (<i>Sessional Papers only.</i>)
31j.	Return to Order; Statement containing estimates of further sums required to be paid to the contractors for Section B. or to the Company, on account of contract for construction, or of any subsequent agreement. (<i>Not printed.</i>)
31k.	Return to Address; Statement of the cost of the first forty miles west of Callander, built by the company, and the payments in detail made to the Construction Company in respect of the line west to Sudbury Junction or beyond; the cost of any work done by the Company on this section since the cancellation of the contract with the Construction Company up to 31st December, 1883, and the names of the persons with whom contracts for such work were made, with copies of their contracts; like particulars in respect of the line from Port Arthur eastward; and statement of the cost of the Algoma Mills Branch. (<i>Sessional Papers only.</i>)
31k-1	Return to Address; Statement of the mileage built by, and the payments to, the Construction Company, in respect of the railway line from the point 45 miles east of the Saskatchewan going westward; of the cost to the Company of the line from the above point to the summit of the Rockies; of the estimated cost to complete that part of the railway unfinished between Callander and Port Arthur, and separately of the equipment for this part; of the estimated mileage cost of this part, and that of the very heavy section of 100 miles; like statement to complete that part left unfinished between the Rocky Mountains and Kamloops. (<i>Sessional Papers only.</i>)
31k-2	Return to Address; Statement of the mileage cost of the line for the 615 miles west of Winnipeg to a point 45 miles east of the Saskatchewan, and the names of the contractors, with copies of their contracts, including <i>Shepherd and Lanyon's</i> . (<i>Sessional Papers only.</i>)
31k-3	Return to Address; Statements concerning the North American Contracting Company. (<i>Sessional Papers only.</i>)
31k-4	Return to Address; Statement of the consideration paid by the Company for (1) the St. Lin Branch, or Laurentian Railway; (2) the Canadian North-West Land Company's stock; (3) the securities or property of the South Eastern Railway; (4) the charter of the Atlantic and North-Western Railway Company. (<i>Sessional Papers only.</i>)

- No. 31k-5. CANADIAN PACIFIC RAILWAY:—Return to Address; Statement of the net price received by the Company for each lot of ten millions of stock comprising the thirty millions issued to a syndicate, etc.; also, the date and rate at which the twenty millions remaining of the original stock of twenty-five millions was taken, and dates at which the five million dollars was paid thereon. (*Sessional Papers only.*)
- 31l. Return to Address; Copies of correspondence between the Government and the Company, and any other railway company, with regard to the opening of the Union Jacques Cartier Railway. (*Sessional Papers only.*)
- 31m. Supplementary Return to 31k-5. (*Sessional Papers only.*)
- 31n. Supplementary Return to 31k-4. (*Sessional Papers only.*)
- 31o. Supplementary Return to 31k-3. (*Sessional Papers only.*)
- 31p. Return to Order; Map or maps, showing the location of the Railway and branches, so far as approved, and so far as proposed. The lands set apart and those applied for but not yet set apart. (*Not printed.*)
- 31q. Return to Address; Copies of any agreement between the Government and the contractors for Section B, in regard to the transfer of the contract, and of any Orders in Council giving effect to said agreement. (*Sessional Papers only.*)
- 31r. Return to Address; Copy of a Memorial to His Excellency in Council, signed by Frank Moberly and W. A. McCallum on behalf of the inhabitants of Neening, praying for relief with reference to their bonuses to the Prince Arthur's Landing and Kaministiquia Railway Company. (*Not printed.*)
- 31s. Return to Address; Copies of all correspondence, etc., between the Government and the Company, on the subject of immigration to Manitoba and the North-West, together with a Statement showing the amount expended by the Company in promoting such immigration, etc. (*Not printed.*)
- 31t. Return to Address; Copies of all correspondence, etc., relating to the allowances proposed to be paid to the Canadian manufacturers of certain goods required by the Railway; all applications for such allowance, a Statement of the calculations on which the allowances have been based, and the estimate in detail of the probable sums payable out of the Treasury in respect of each class of goods, assuming them to be made in Canada, to the extent of the Company's requirements, and of the *ad valorem* percentages of all allowances on each such class. (*Sessional Papers only.*)
- 31u. Return to Address; Statement showing the names of all shareholders of the Company and the amounts of stock held by each on each of the following days, namely: 14th, 21st, 28th October, and 4th November, 1883. (*Sessional Papers only.*)
- 31v. Return to Address; 1. For a statement of the expenditure in connection with the St. Lawrence and Ottawa Railway. 2. For a statement in full detail of the amount of \$473,000 or thereabouts stated to be for sundry advances, carriers, back charges and other matters. 3. For a statement, in detail, of the payments on account of interest on stock. 4. For copies of all reports, etc., on which the estimates of the Company and Mr. Schreiber, as to the cost of completing the railway are founded. (*Sessional Papers only.*)
- 31w. Supplementary Return to No. 31k-2. (*Sessional Papers only.*)
- 31x. Supplementary Return to Statement No. 31k-1. (*Sessional Papers only.*)
- 31y. Supplementary Return to No. 31k. (*Sessional Papers only.*)
- 31z. Return to Address; Copies of all papers, etc., in connection with all payments or advances to the Company on any account whatever, not included in the statements already brought down. (*Sessional Papers only.*)
- 31aa. Papers in connection with arbitrations arising out of claims in respect to the construction of certain sections of the Railway. (*Sessional Papers only.*)
- 31bb. Copies of letters from Messrs. Manniag, McDonald & Co., of the 7th January, — and 24th February, 1881, respectively. (*Sessional Papers only.*)

CONTENTS OF VOLUME No. 10.

- No. 32... BANKS:—Lists of Shareholders of the Canadian Banks for the year 1883.
- 33... CIVIL SERVICE:—Return (Senate) of the names and salaries, etc., of the employés of the Civil Service, also the Officers of the paid Militia Staff, the Senate and House of Commons. (*Sessional Papers only.*)
- 33a. Return (Senate) of the names and salaries of all persons appointed to or promoted in the Civil Service during the year ending 31st December, 1883, specifying the office to which each has been appointed or promoted. (*Sessional Papers only.*)
- 33b. Report of the Examiners for the year 1883.
- 34... BONDS AND SECURITIES:—Detailed statement of, registered in the Department of the Secretary of State of Canada. (*Not printed.*)
- 35... ACCIDENTS ON CANADIAN RAILWAYS:—Return to Order; Return of accidents and casualties on the railways in Canada for the three years ended 31st December, 1882, with a separate statement for each railway, etc. (*Not printed.*)
- 36... AGRICULTURE:—Return to Orders; Statement of the values of agricultural implements, carriages, etc., on which have been based the proposed new specific duties, etc.; also, Statement of the values assigned in making the calculations of the duties to be proposed for the various articles on which specific or combined specific and *ad valorem* duties are proposed to be charged under the Tariff Resolutions. (*Not printed.*)
- 36a. Statement (*in part*) of all expenses incurred by the Committee appointed during the Session of 1882, to enquire into and report upon the operation of the Tariff upon the Agricultural Interests of the Dominion. (*Not printed.*)
- 36b. Return to Order; Copies of all Petitions to the Minister of Agriculture, requesting that prizes be granted for the best essays upon the Agricultural Industries and Mechanical Arts, and that the essays upon these subjects be distributed among the farmers and artisans. (*Not printed.*)
- 36c. Report on Agricultural Statistics of Manitoba and the North-West Territories, for the year 1883. (*Not printed.*)
- 37... DUFFERIN BRIDGE, OTTAWA:—Return to Address; Copies of all correspondence, etc., in reference to the remission of duty on the iron imported for the construction of Dufferin Bridge in 1873. (*Not printed.*)
- 38... DOMINION STATUTES:—Official Return of the distribution of, being 46 Victoria, 1883. (*Not printed.*)
- 38a. Report of the Commissioners appointed to consolidate and revise the Statutes of Canada. (*Not printed.*)
- 39... CANADIAN LOANS:—Return to Order; Copies of all Departmental Orders, etc., as to the proposed Canadian loan of four millions. (*Not printed.*)
- 39a. Return to Address; Copies of all papers, etc., relative to the mission of the Minister of Finance to England, in 1883, for the purpose of making arrangements for the issue of a new loan. (*Not printed.*)
- 40... EXCHANGE BANK OF CANADA:—Return to Address; Statement in detail of the account of the Government with the Bank, and all correspondence, etc., relative to any deposits or withdrawals. (*Not printed.*)
- 41... CENSUS AND STATISTICS:—Report, required by sec. 25 of the Census and Statistics Act of 1879, of operations and expenses during the calendar year 1883. (*Not printed.*)
- 42... SESSIONAL RETURNS, EXPENDITURE FOR:—Return to Order; Statement of the sum expended in each year, since the change of the system, by each Department, out of the lump vote for Sessional Returns. (*Not printed.*)
- 43... LA COURIER DE ST. HYACINTHE:—Return to Order; Detailed Statement of the expenditure of the sums of \$5,000 and \$2,688.74, paid to *Le Courier de St. Hyacinthe*. Also, similar particulars with reference to the expenditure of \$3,239.20, for publication of the proceedings of the Royal Society. (*Not printed.*)

- No. 44... **DAMOUR D., DISMISSAL OF:**—Return to Address; Copies of all Orders in Council, etc., in relation to the dismissal of David Damour, heretofore Captain of the Lightship at Isle Rouge. (*Not printed.*)
- 45... **DOMINION STEAMERS:**—Return to Order; Copy of the report of Captain Scott, R.N., and assessors, with the evidence upon the loss of the steamer "Princess Louise." (*Distribution only.*)
- 45a. Return to Order; Copy of contract, etc., entered into by the Government with Jotham O'Brien, for the building of the steamer "Princess Louise"; also copies of all Orders, etc., relating to the towage of the said steamer from Maccan to Halifax; and also any contracts, etc., in reference to the procuring and building of engines for the said steamer. (*Not printed.*)
- 45b. Return to Order; Copies of all reports made by the steamboat inspectors of hulls and machinery, upon the steamers "St. Lawrence," "Prince of Wales," and "Northern Light," since their appointment; and all correspondence, etc., relating to the stoppage of the two former steamers from carrying passengers and freight during the past season or to the employment of the "Northern Light" and "Napoleon III." in their place. Also, copies of all certificates granted to either of said steamers "Northern Light" and "Napoleon III." Also, copies of all correspondence relating to the state of repair of the "Northern Light," or to her being placed upon the slip at Pictou during the past summer. (*Distribution only.*)
- 45c. Return to Order; Return of the names of the several persons who sent in tenders for the construction of a steamer to replace the "Princess Louise," and of the person to whom the contract was awarded; also, copy of specifications furnished parties tendering. (*Not printed.*)
- 45d. Return to Order; Return of a Statement in detail, of the amount paid Mr. Jotham O'Brien on his contract for building the "Princess Louise," together with any certificates upon which the same or any portion has been paid. (*Not printed.*)
- 45e.. Return (*in part*) to Address; Copies of all correspondence, etc., respecting a grant for the winter service performed on the St. Lawrence, between Murray Bay and Rivière Ouelle, by the steamer "Fulger;" also, a Statement of the sums paid, or to be paid, by the Dominion for that purpose. (*Not printed.*)
- 46... **EXPORTS AND IMPORTS:**—Return to Order; Return of the Exports and Imports from 1st July, 1882, to 1st January, 1883, and from 1st July, 1883, to 1st January, 1884, distinguishing the products of Canada and those of other countries. (*Distribution only.*)
- 47... **JACQUES, JAMES H., AND KEARNEY, CHARLES:**—Return to Order; Copies of all correspondence in relation to the appointment of James H. Jacques and Charles Kearney, of Carleton County, N.B., to positions in the Civil Service of Canada. (*Not printed.*)
- 47a. Supplementary Return to preceding. (*Not printed.*)
- 48... **DRAWBACKS:**—Return to Order; Return of all memorials, etc., asking for a drawback on sugar refined in Canada when exported to any foreign country; also, copy of any regulations made for such drawback. (*Not printed.*)
- 48a. Return to Order; Return of all claims presented for drawback on materials used for shipbuilding, for the year ended 30th June, 1883; also, for the six months ended December 31st, 1883, giving the name of the applicant, etc. (*Distribution only.*)
- 48b. Return to Order; Return of all claims presented for drawbacks on goods manufactured for export (not included in the last Return made to this House), showing the names of all applicants, etc. (*Distribution only.*)
- 48c. Supplementary Return to No. 48. (*Not printed.*)
- 48d. Return to Order; Return showing the amount paid, and to whom paid, etc., as drawback on cotton duck used for sails for ships and fishing boats in 1883. (*Distribution only.*)
- 49... **DUSTAN, MR., CLAIM OF:**—Return to Address; Copies of all correspondence, etc., with reference to the claim of Mr. Dustan, of Halifax, for a remission of duty on machinery for a sugar refinery. (*Not printed.*)

- No. 49a. DUSTAN, MR., CLAIM OF:—Supplementary Return to the preceding. (*Not printed.*)
- 50... TIMBER LICENSES:—Return to Address; Return of all Orders in Council, etc., relating to the granting of licenses to cut timber on Indian lands in Ontario, from January, 1875, to date. (*Distribution only.*)
- 50a.. Return to Order; Return showing the total number of timber licenses or permits applied for, and granted, or refused, up to 1st February, 1883, etc. (*Distribution only.*)
- 50b.. Return to Address; Copies of all correspondence, etc., with reference to the granting, cancellation and suspension of licenses to cut timber on the Indian lands near Fort William, on the Fort William Reserve. (*Not printed.*)
- 50c.. Supplementary Return to No. 50a. (*Not printed.*)
- 51... HOME AND INDIAN INSTRUCTION FARMS:—Return to Order; Return showing the number closed since 1st January, 1882; the location, etc., the reason why closed; also the report, or any supplementary report, of T. P. Wadsworth, Inspector of Indian Agencies, for 1883. (*Not printed.*)
- 52... LA CLOCHE ISLAND, ETC:—Return to Address; Copies of all correspondence between the Governments of Ontario and Canada as to the sale of La Cloche Island, near Georgian Bay, or the Duck Islands, and as to the claims of the respective Governments with reference to islands in that neighbourhood.

CONTENTS OF VOLUME No. 11.

- 53.. INTERCOLONIAL RAILWAY:—Return to Address; Copies of all correspondence between the Local Government and Department of Railways and Canals, respecting railway matters in Nova Scotia since 6th March, 1883.
- 53a.. Supplementary Return to the preceding.
- 53b.. Return to Order; Statement of the revenue and expenses of, for the six months ending December 31st, 1883. (*Not printed.*)
- 53c.. Return to Order; Return of casualties, with cause and loss, etc., from March 1st, 1883, to January 1st, 1884. (*Not printed.*)
- 53d.. Return to Order; Return showing the length in miles of the Railway between Rivière du Loup and Moncton; also, between the boundary of New Brunswick and Truro, together with the original cost of constructing the same, not including the rolling stock. (*Not printed.*)
- 53e.. Return to Order; Statement showing the names, etc., of the several principal officials in the service of the Government on the Railway. (*Not printed.*)
- 53f.. Address to Order; Return showing the number of days and the dates upon which the Intercolonial Board of Commissioners held sittings, from 1st January, 1883, to 31st January, 1884, the number of times each member was absent from meetings, the monthly allowances paid to each member, and the total amount paid to each during the time above named; also, dates upon which meetings were held outside of Ottawa, and where. (*Not printed.*)
- 53g.. Return to Order; Statement showing the amounts derived from sales of buildings on the railway between Hadlow and Rivière du Loup, inclusive; by whom sold, the name of the purchaser, and the price paid for each building. (*Not printed.*)
- 53h.. Return to Address; Copies of all correspondence, etc., with the Intercolonial Board of Commissioners, and a statement of the matters referred to them, subsequent to the period covered by the Return to the Address of last Session. (*Not printed.*)
- 53i.. Return to Order; Copies of arrangements made between the Dominion Government and the Quebec Central Railway Company whereby the said Company enjoys the right of way over that part of the Railway, known as the St. Charles Branch. (*Not printed.*)
- 53j.. Return to Address; Copies of all correspondence, etc., not already brought down, between the Governments of the Dominion and New Brunswick, relating to a claim made by the latter for the balance they claim as due them on that portion of the Railway known as the Eastern Extension, since May, 1876. (*Not printed.*)

- No. 53k. INTERCOLONIAL RAILWAY:—Return to Order; Return showing the quantity of rolling stock purchased for the Railway during the year ending 31st December, 1883; also, what has been built during the year in the Government workshops. (*Not printed.*)
- 53l.. Return to Order; Comparative Statement showing the names, etc., of the employés on the Intercolonial and Prince Edward Island Railways, in the Superintendent's Office, Road Department, Mechanical Department, Stores Department, Accountant's Office; also, the names, etc., of conductors, drivers and station agents on the said respective roads. (*Not printed.*)
- 53 m Copies of Orders in Council appointing three Commissioners to investigate and report on claims arising out of the construction of the railway, etc. (*Sessional Papers only.*)
- 53n. Special Reports of these Commissioners on the claim, viz., of Neilson & McGaw, Duncan Macdonald, Frederick Turgeon, Andrew Johnson & Co., Alexander McDonell & Co., Ebenezer Hicks, Donald Fraser & Co, McBean & Robinson, Martin Murphy, Starr & DeWolf, E. A. Jones & Co., J. M. Blaikie, John Russell, Alphonse Matte, R. H. McGreevy, and Smith & Pitblado. (*Sessional Papers only.*)
- 53o. Return to Order; Statement showing the number of passes, by whom and to whom given, on the Railway, from 1st January, 1874, to 1st January, 1884, in each year. (*Not printed.*)
- 53p. Return to Address (Senate); Return showing the number of free passes on the Intercolonial and Prince Edward Island Railways, issued to persons not actually employed on these railways, between 1st January, 1874, and 31st December, 1883, with the names of the persons to whom, the dates when, and the times or occasions for which the same were issued. (*Not printed.*)
- 54... INSPECTION OF NEWFOUNDLAND HERRING:—Return to Address; Copies of all correspondence between the Governments of Canada and Newfoundland, etc., on the subject of the inspection in Canada of Newfoundland pickled herring imported; statement showing the quantity of Newfoundland herring imported in the different ports of Canada in 1883, the number of barrels and half-barrels of the said fish that have been submitted to our official inspection, and the result.
- 55... BRITISH CANADIAN LOAN AND INVESTMENT CO. :—A list of shareholders and also a statement of its affairs on 31st December, 1883. (*Not printed.*)
- 56 .. ACCOUNTS OF ONTARIO AND QUEBEC WITH CANADA :—Return to Address; Copies of the statements rendered to Ontario and Quebec as to their accounts with Canada; and all Orders in Council, etc., in connection therewith.
- 57... CHABOT, CHARLES, PETITION OF:—Return to Address; Copy of the complaint or petition of Charles Chabot, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 58... CHABOT, LOUIS, PETITION OF:—Return to Address; Copy of the complaint or petition of Louis Chabot, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 59... GOSSELIN, E., PETITION OF:—Return to Address; Copy of the complaint or petition of Eugène Gosselin, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 60... FRAUDS ON BONDED WHEAT OR FLOUR EXPORTED :—Return to Order; Copies of all correspondence, not already brought down, with reference to frauds upon the Customs in the export of Canadian wheat or flour in satisfaction of bonds given on the importation of United States wheat or flour. (*Not printed.*)
- 61... DUTY ON GRAIN, COAL, ETC :—Return to Order; Copies of all memorials, etc., relating to the abolition of duty on grain, flour and coal during 1883, and subsequently. (*Not printed.*)

- No. 61a. DUTY ON GRAIN, COAL, ETC.;—Return to Order; Copies of all documents in relation to the abolition of the duties on lumber imported into Manitoba; together with a Statement of the quantity imported into Manitoba, and the duty paid thereon, for the years 1880, 1881 and 1882. (*Not printed.*)
- 61b. Return to Order; Return showing quantity and value of wheat and wheat flour (separately) and duty collected thereon, imported from the United States and entered for consumption, for six months ended 31st December, 1883. (*Not printed.*)
- 62... MCGILLIVRAY, ARCHIBALD:—Return to Order; Copies of all correspondence, etc., respecting the filling of the vacancy caused at Morristown, N.S., by the death of Archibald McGillivray, late Preventive Officer. (*Not printed.*)
- 63... WHEAT, FLOUR, CORN AND CORNMEAL:—Return to Order; Return showing the quantity of wheat and flour, also corn and cornmeal, imported into, and exported from the Dominion, during (1) the five months ended 30th November, and (2) the month of December, 1883. (*Not printed.*)
- 64... COAL:—Return to Address; Copies of any correspondence concerning, or regulations or orders of the United States Government under which Nova Scotia coal imported into the United States ports, is permitted to be used for ocean steamship purposes, without the payment of duty. (*Not printed.*)
- 64a. Return to Order; Statement of all coal entered ex-warehouse, free, or for exportation, during the years ending 30th June, 1882 and 1883. (*Not printed.*)
- 64b. Return to Order (Senate); Return showing quantity of coal carried by the Intercolonial Railway, from points along the line, during the year 1883, showing where delivered and the rate for carriage; and also the coal carried from Nova Scotia by steamboat and sailing vessel to the different ports of the Dominion. (*Not printed.*)
- 65... PORPOISE FISHERY, RIVIÈRE OUELLE:—Return to Order; Copies of the correspondence, etc., respecting the porpoise fishery at Rivière Ouelle, Kamouraska. (*Not printed.*)
- 66... FISHERIES:—Return to Order; Statement showing name, etc., of each vessel that received bounty during the years 1882 and 1883; also name, etc., of each vessel applying for same, and refused, and the grounds of refusal. (*Distribution only.*)
- 66a. Return to Order; Return of all regulations now in force under the provisions of "The Fisheries Act," prohibiting fishing in waters situate in Ontario. (*Not printed.*)
- 66b. Return to Address; Statement showing the number of salmon fishing licenses issued during the years 1881, '82, '83 and '84, from Murray Bay to River au Canard, on the north shore of the River St. Lawrence, with the licensees' names, license fees and other correspondence, etc., relating thereto. (*Not printed.*)
- 67... RECIPROCAL TRADE WITH BRAZIL, WEST INDIES AND MEXICO:—Return to Address; Copies of all correspondence, etc., relating to Reciprocal Trade agreements between the Governments of Brazil, the West India Islands and Mexico, and Canada. Also a statement of the Customs duties imposed by these countries on their imports or exports. A statement of the quantities of the different articles exported to these countries and imported from these countries during the last ten years. A statement of commercial treaties, if such exist, between any of these countries and Great Britain.
- 67a... WASHINGTON TREATY, FISHERY CLAUSES OF:—Return to Address; Copies of all correspondence, etc., having reference to the notice given to the United States Government terminating the Fishery clauses of the Washington Treaty, or relating to any steps taken by the Government, on the subject of the use by American fishermen of the Sea Fisheries of the Dominion in view of the approaching termination of those Fishery clauses.
- 68... FREIGHT CHARGES, DUTY ON:—Return to Address; Copies of all Orders in Council, etc., with reference to the question of duty on freight charges. (*Not printed.*)

- No. 69... CUSTOMS LAWS AND REGULATIONS:—Return to Address; Copies of all correspondence, etc., between the Governments of the Dominion and the United States, and the United States National Distillers' Association, in relation to the modification of the existing Customs laws and regulations of this Dominion, and all Orders in Council, etc., in relation thereto. (*Not printed.*)
- 69a. Return to Address; Copies of all correspondence, etc., between the Governments of Canada and the United States, or the British Minister at Washington, having reference to excessive Customs duties on hay grown in and exported from Canada to the United States, and the refunding of the same. (*Distribution only.*)
- 70... QUEBEC PROVINCIAL SUBSIDY:—Return to Address; Copies of correspondence between the Dominion and Quebec, in relation to the claims of that Province against the Dominion.
- 71... FINES AND SEIZURES AT PORTS OF ENTRY:—Return to Order; Statement showing the number of seizures made at each port of entry in the Dominion during the fiscal year 1882-83; also, during the six months ending 31st December, 1883; the amount of fines exacted, and how disposed of, etc. (*Distribution only.*)
- 71a. Return to Order; Copies of correspondence, etc., respecting the seizure of coal oil barrels at Sandwich, Windsor and Walkerville. (*Not printed.*)
- 71b. Return to Order; Copies of all correspondence relating to the seizure of tobacco from the brig "Adeline," and the inquiry held the 17th to the 21st May, 1881, at the request of Messieurs Lemessurier & Fils. (*Not printed.*)
- 72... ISLANDS LEASED IN LAKE ONTARIO AND THE ST. LAWRENCE:—Return to Order; Return showing name and location of such islands as are leased in Lake Ontario and the St. Lawrence River. (*Not printed.*)
- 73... GRINDING IN BOND:—Return to Address; Copies of all Orders in Council, etc., not already brought down, on the subject of grinding in bond, or for the import of wheat and flour of United States growth or manufacture; also, for all correspondence on the subject of the transport of Canadian wheat into or through the States, and of all regulations of the United States Customs affecting such transport. (*Not printed.*)
- 74... INDIAN HARBOUR, N.S., BREAKWATER:—Return to Order; ^{WING} Copies of all papers, etc., relating to the building of a breakwater at Indian Harbour, Guysboro', N.S. (*Not printed.*)
75. BOUNTY ON MANUFACTURED IRON:—Return to Address; Copies of all correspondence, etc., on the subject of the bounty on manufactures of iron. (*Not printed.*)
76. HIGH COMMISSIONER:—Return to Address; Copies of all Orders in Council, correspondence, etc., touching the appointment of the present High Commissioner of Canada in London; the discharge of the duties of the Minister of Railways during his absence in England as High Commissioner; and the discharge of the duties of the High Commissioner during his absence in Canada, as Minister of Railways. (*Distribution only.*)
- 76a. Return to Order; Copies of all correspondence relating to any payments, claims or allowances on any account whatever in respect of the office of High Commissioner, not already brought down in separate Statements, in detail, in respect of the office during its tenure by Sir A. T. Galt, and by the present incumbent respectively, and an Estimate, in detail, of all sums payable up to this date, and yet unpaid; also, all correspondence, etc., as to the letting of a residence for the High Commissioner. (*Distribution only.*)
- 76b. Supplementary Return to No. 76. (*Not printed.*)
- 76c. Return to Order; Copies of all reports of the High Commissioner on the subject of immigration to Canada; not already brought down. (*Distribution only.*)
- 76d. Supplementary Return to No. 76. (*Not printed.*)

- No. 76c. **HIGH COMMISSIONER**:—Return to Order; Copy of the letter of the Minister of Agriculture of 5th July, and all cablegrams addressed to the High Commissioner, calling his attention to the demand existing in Canada for the labouring classes, and informing him that notwithstanding the large immigration which has taken place, the requirements are still unsatisfied. Also, copies of special circulars issued by the steamship companies, quoting the Minister's cable messages by request of the High Commissioner. Also, copies of the cuttings from the London newspapers on the subject, forwarded by the High Commissioner. Also, copies of all cablegrams from Canada, and cuttings from Canadian newspapers, transmitted to England; and all correspondence obtainable on the subject of the labour demand in this country. (*Not printed.*)
77. **OATHS TAKEN BY GOVERNORS**:—Return to Address; Copies of the Oath or Oaths required to be taken by Governors General of Canada, also by Lieutenant-Governors of Quebec, before entering upon the discharge of their duties as such. (*Sessional Papers only.*)
- 77a. Return to Address; Copies of the Commission appointing His Excellency the Governor General of Canada; the Oath or Oaths required to be taken, and the instructions accompanying the Commission, &c. (*Sessional Papers only.*)
- 77b. Return to Address; Copies of the Commission appointing the several Lieutenant-Governors of the Province of Quebec, to wit: Sir Narcisse Fortunat Belleau, René Edouard Caron, Luc Letellier de St. Just, and Théodore Robitaille; the Oath or Oaths required to be taken; and the instructions accompanying the respective Commissions, etc. (*Sessional Papers only.*)
78. **DESSERTERS FROM U. S. ARMY**:—Return to Address; Copies of all papers, etc., relating to the arrest, in Canadian Territory, by a detachment of United States soldiers, of Henry Watson, said to be formerly a resident of Nova Scotia, and Franklin Switzer, said to be formerly a resident of Kingston, Ontario, and a person surnamed Ellsworth, who were alleged to have deserted from the United States Army. (*Not printed.*)
79. **INDIANS**:—Return to Address; Copies of all correspondence, etc., respecting the Indian Agent's Office in Toronto, now removed to Ottawa, with a statement showing the names, etc., of all parties since appointed to discharge the duties formerly performed by the Toronto Agency; the amount of money paid to the Indians by each; the number of families in each Agency, etc. (*Not printed.*)
- 79a. Return to Order; Copies of all correspondence between the Superintendent of Indian Affairs in British Columbia, or any other person, and the Dominion Government, respecting the recent troubles with the Indians at Metlakatla, and Fort Simpson. (*Not printed.*)
80. **MANITOBA ELECTORAL DIVISIONS**:—Return to Order; Return showing the metes, bounds, etc., of each of the Electoral Divisions in Manitoba as represented in the House of Commons of Canada; also, the successful candidates, and when there was a contest, the number of votes cast for each. (*Not printed.*)
81. **ESQUIMALT AND NANAIMO RAILWAY**:—Return to Address; Copies of all correspondence not yet laid on the Table between the Governments of Canada and British Columbia, on the subject of the construction of the Esquimalt and Nanaimo Railway. (*Distribution only.*)
82. **SUPPLY FARM, No. 20, ON FISH CREEK**:—Return to Address; Return showing all Orders in Council, etc., respecting the sale of Supply Farm No. 20, on Fish Creek, near Calgary. Also, a Return showing: 1. The number of acres under cultivation at the time of sale. 2. The buildings thereon and the cost thereof. 3. All applications for the purchase of said farm. 4. A copy of the agreement entered into between the Government and the purchaser. 5. The price agreed to be paid and how paid or payable. 6. And copies of all correspondence between the Government and any person, respecting said farm. (*Not printed.*)
83. **DORION, E., AND LECLERC, M., CLAIMS OF**:—Return to Address; Copies of the claims of Eustache Dorion, Pilot, and Moise Leclerc, Bailiff, of Lauzon, presented to the Dominion Arbitrators in December, 1883; also, all the record of proceedings in the case. (*Not printed.*)

- No. 84... HUDSON BAY NAVIGATION:—Return to Address; Copies of all correspondence between Canada and the Imperial authorities or with Manitoba, or other parties, on the subject of the navigation of the Hudson Bay, not already brought down. (*Not printed.*)
- 85... McLENNAN, R., CLAIM OF:—Return to Order; Copies of all correspondence, etc., with reference to the claim of R. McLennan to Section 31, Township 21, Range 27 West, North-West Territory. (*Not printed.*)
- 86... PROPOSED FACTORY BILL:—Return to Order; Copies of all correspondence with the Manufacturers' Association, or the Trades and Labour Council, etc., on the subject of the provisions of the proposed Factory Bill. (*Distribution only.*)
- 87... BAPTISMS, MARRIAGES AND BURIALS:—General statements and returns of, for certain districts of the Province of Quebec, for the year 1883. (*Not printed.*)
- 83... DRILL SHEDS:—Return to Order; Copy of advertisement asking for tenders for the removal and rebuilding of the drill shed in St. Thomas, Ontario; also for tenders received, marking the one accepted, with statement of total cost of work done. (*Not printed.*)
- 88a... Return to Address; Copies of the contract awarded for the rebuilding of the drill shed at Montreal, and all reports on the state of the old drill shed and the work to be done; also, copies of all Orders in Council, etc., modifying the terms of the contract, etc., between the Government and the contractor. (*Not printed.*)
- 89... SCHOOL OF NAVIGATION AT QUEBEC:—Return to Address; Copies of all correspondence in relation to the School of Navigation at Quebec, and asking for a subsidy from the Dominion for said school. (*Not printed.*)
- 90... ORDINANCES RELATING TO N.W.T.:—Copy of a Despatch, dated the 1st November, 1883, from the Lieutenant-Governor of the North-West Territories, together with copies of the ordinances passed at a legislative session of the Council of the North-West Territories, and transmitted in accordance with Section II. of "The North-West Territories Act, 1880." (*Not printed.*)
- 91... NORTH CAPE AND EAST POINT PROPOSED SIGNAL STATIONS:—Return to Order; Copies of all correspondence, etc., between the Government and any other parties, relating to the erection of signal stations at the lighthouses at North Cape and East Point, in Prince Edward Island, and the construction of two short lines of telegraph, connecting the same with the telegraph system of Prince Edward Island and Canada. (*Distribution only.*)
- 92... COST OF HEATING PUBLIC BUILDINGS:—Return to Order; Statement for each year, since the change in the system, of the cost connected with the heating of Public Buildings (including wages as well as fuel.) (*Not printed.*)
- 93... POST OFFICES AND CUSTOM HOUSES:—Return to Order; Return giving the name of each city, town and village, with the population, in Canada, in which public buildings (Post Office or Custom House, or both) have been erected, or are in course of erection, since 1st January, 1874, together with the cost and estimated cost of each; also, a Statement showing the revenue derived from the public offices in each such city, town or village. (*Distribution only.*)
- 93a... Return to Order; Copies of the reports of architects, in connection with the selection of a site for the Amherstburg Custom House and Post Office. (*Not printed.*)
- 93b... Return to Order; Return giving the quantity of land bought, and price paid, &c., for lands at Amherstburg, required as sites for Custom House and Post Office buildings. (*Not printed.*)
- 93c... Return to Order; Copies of all correspondence, etc., relating to the construction of the Post Office and Custom House at St. Thomas. (*Not printed.*)
- 94... PORT STANLEY HARBOUR:—Return to Order; Copies of all statements, in reference to the revenue of Port Stanley Harbour, made by the Great Western Railway Company under the terms of their lease of that harbour, and all reports of Government Engineers in regard to the condition of that harbour. (*Not printed.*)

- No. 95... **ANTIGONISH PUBLIC BUILDING**:—Return to Order; Statement of the amount expended in connection with, also copies of all correspondence relating to the public building at Antigonish, from November 1st, 1881, to the 15th January, 1884. (*Not printed.*)
- 96... **BREAKWATERS**:—Return to Order; Copies of all correspondence and all engineers' reports for the past two years, regarding the Ingonish Breakwater. (*Not printed.*)
- 96a. Return to Order; Copies of all correspondence, etc., with the Government, in relation to the construction of a breakwater at Point Escuminae, in the Bay of Miramichi, N.B. (*Not printed.*)
- 96b. Return to Order; Copies of contract entered into by John Sinnot for the building of a breakwater at the mouth of St. Peter's Harbour, King's, P.E.I.; statement of all amounts paid for such work; also the names of the sureties and inspector. (*Not printed.*)
97. **ESQUIMALT NAVAL STATION**:—Return to Address; Copies of all correspondence between the Dominion and the Imperial Governments in reference to the continued maintenance of the Naval Station at Esquimalt and the continuous presence of at least one of Her Majesty's ships in British Columbia waters. (*Not printed.*)
98. **ESQUIMALT GRAVING DOCK**:—Return to Address; Copy of Order in Council passed in September, 1883, providing for the payment of \$130,000 to British Columbia, on account of Esquimalt graving dock. (*Distribution only.*)
99. **JEMSEG, QUEEN'S, N.B., DREDGING AT**:—Return to Order; Copies of report of surveys made with a view to dredging at Jemseg, Queen's Co., N.B., and all correspondence, etc., relating thereto. (*Not printed.*)
100. **SWAN CREEK, N.B.**:—Return to Order; Copies of all reports of surveys made with a view of improving the navigation of Swan Creek and Swan Creek Lake, Sunbury, County, N.B., by dredging or otherwise, and all correspondence referring thereto. (*Not printed.*)
101. **MCCOURT, D., DISMISSAL OF**:—Return to Order; Copies of all correspondence, etc., with reference to Daniel McCourt, lately dismissed from his office as lock tender on the Cornwall Canal, with the date of his appointment, and his age at the time of his dismissal. (*Not printed.*)
102. **ADMINISTRATION OF THE AFFAIRS OF THE N. W. T.**:—Return to Address; Copies of all representations, etc., of the North-West Council, sent to the Government of Canada, on the subject of the administration of the affairs of the North-West Territories, and the complaints made by, and the grievances of the inhabitants of such Territories. (*Not printed.*)
103. **CHAPLEAU, S. J. ST. O.**:—Return to Address; Copies of all correspondence, etc., respecting the appointment of Samuel J. St. Onge Chapleau, as a Sheriff in the North-West Territories; also, all complaints and charges, etc., against him while an employé in the Department of Railways and Canals, and the resolutions dispensing with his services in that department. (*Not Printed.*)
104. **RICHELIEU AND ONTARIO NAVIGATION Co.**:—Return to Address (Senate); Copy of the lease by which the Richelieu and Ontario Navigation Company is in possession of the land upon which are built the barracks situated in the town of Sorel, P. Q. (*Not printed.*)
105. **RAILWAY RESERVE ON VANCOUVER ISLAND**:—Return to Address; Copies of all correspondence, etc., relative to the rights of settlers or squatters on the railway reserve, Vancouver Island. (*Not printed.*)
106. **IMMIGRANTS**:—Return to Order; Return showing, approximately, the number of immigrants who are supposed to have settled in Ontario in the years 1879, '80, '81, '82 and '83, respectively. (*Not printed.*)
- 106a. Return to Order; Return of the number and names of the Immigration Agents employed during the year 1883, with the dates of their appointment, etc.; also, the number still employed, with their salaries and expenses. (*Not printed.*)

- No. 106b. IMMIGRANTS :—Return to Order; Statement of the number of persons entering, also leaving, Manitoba by rail, during each month of the year, 1883; also, copies of all correspondence, etc., on which are based the estimates made by the Government of the number of immigrants who have settled in each Province, and in the North-West Territories, during the year; also the number of Canadians who have left the Dominion during the year. (*Not printed.*)
- 107... LIGHTS ON THE ST. LAWRENCE BELOW QUEBEC :—Return to Address; Copies of all petitions, etc., asking for the placing of lights on the River St. Lawrence, north of the Island of Orleans, in the County of Montmorency, in order to protect and facilitate navigation. (*Not printed.*)
- 107a. Return to Order; Copies of all correspondence in relation to the placing of gas floating lights in the River St. Lawrence, below Quebec, for the better guidance of steamers and sailing vessels navigating the said river. (*Not printed.*)
- 108... MILITIA :—Return to Order; Copies of all correspondence regarding the purchase of tents during 1883, by the Department of Militia and Defence. (*Not printed.*)
- 108a. Return to Order; Copies of all correspondence, etc., in connection with the purchase of Moccasins by the Department of Militia and Defence, during the year 1883. (*Not printed.*)
- 108b. Return to Order; Return showing the number of officers, non-commissioned officers and men at present comprising A, B and C Batteries, the Cavalry School and the Schools of Infantry. Also, a Return giving the names, dates of appointment, etc., of the commissioned officers of A, B and C Batteries, the Cavalry School and the three Infantry Schools, distinguishing such as are graduates of the Royal Military College. (*Not printed.*)
- 108c. Return to Order; Copies of all accounts and vouchers, including transport requisitions, rendered by the Canadian Express Company to the Department of Militia and Defence, for transport during the months of May, June, July, August and September, of 1883. (*Not printed.*)
- 108d. Return (*in part*) to Address; Copies of all letters of complaint, and replies thereto, etc., respecting the conduct of Major-General Luard at Cobourg, or elsewhere, sent by Lieut.-Col. A. T. Williams, M.P., or any other person, to the Government. (*Not printed.*)
- 108e. Supplementary Return to the preceding. (*Not printed.*)
- 109... DEWDNEY, LIEUT.-GOV. N. W. T.:—Return to Address; Copies of all correspondence, etc., respecting the appointment of an Administrator of the Government of the North-West Territories in the absence of Lieutenant-Governor Dewdney. All correspondence respecting any mission entrusted to said Lieutenant-Governor, the nature, and the instructions given, etc. (*Not printed.*)
- 110... KINGSVILLE HARBOUR WORKS :—Return to Order; Copy of all petitions, etc., respecting the Kingsville Harbour Works. (*Not printed.*)
- 111... DRAINING OF LAND IN MANITOBA :—Return to Address; Copies of all reports, etc., not already brought down, in reference to the improvement of Fairford River, the outlet of Lake Manitoba; the removal of the sand bar at the mouth of Red River, and the obstructions in Nelson River, the outlet of Lake Winnipeg, with a view to draining the submerged lands in the Province of Manitoba. (*Not printed.*)
- 112... AMERO, ROGER, ARREST OF, ETC.:—Return to Address; Copy of despatches in reference to the arrest and indictment of Roger Amero, a French Acadian, belonging to Digby, N.S., discharged from custody on an indictment for murder, in Massachusetts, U.S. (*Not printed.*)
- 113... PUBLIC HEALTH OFFICERS :—Return to Order; Return showing the names and salaries of Public Health Officers appointed in the various cities of Canada; also, copy of instructions issued to and all reports made by such officers. (*Not printed.*)
- 114... LAKES HURON AND SUPERIOR HARBOURS :—Return to Address; Return of all correspondence between the Governments of the Dominion and Ontario, in reference to the disposal by the latter of lots, covered by water in the harbours of Lakes Huron and Superior, to private individuals. (*Not printed.*)

- No. 115. WELLINGTON BRIDGE, MONTREAL:—Return to Order; Copies of all correspondence relative to the necessity of further accommodation for foot passengers at Wellington Bridge, Lachine Canal. (*Not printed.*)
- 116 GRAND TRUNK RAILWAY COMPANY:—Return to Address; Copies of all correspondence between the Government of Canada, Sir John Rose, and Messrs. Baring & Glynn, the Financial Agents of the Dominion, in 1875, in relation to the conduct of Mr. Potter, the President of the Company, in decrying the credit of Canada, also the credit of the Province of Quebec, in relation to the effort of the latter to effect a loan in London, or the credit of that Province for the construction of railways therein; also, copies of all correspondence etc., written by Mr. Potter, as President of the Company, reflecting upon or discrediting the credit of Canada, or the Province of Quebec, which led to the writing of the letter or letters to Sir John Rose, before referred to (*Not printed.*)
- 116a Correspondence respecting an agreement for the sale of the western section of the Quebec lines of the North Shore Railway to the Canadian Pacific Railway Company. (*Sessional Papers only.*)
117. THE QUEEN vs. MERCER:—Return to Address; Copies of the short-hand writers' notes of the proceedings before the Judicial Committee of the Privy Council in the case of the Queen and Mercer, and of the judgment of the court in that case; also, copies of all correspondence and the costs incurred by the Government in connection therewith; also, statement of any proceedings taken by the Government in matters of escheat in any of the Provinces, and for copies of all correspondence, etc., connected with all applications to the Government as to escheated lands, since Confederation, not already brought down. (*Sessional Papers only.*)
- 117a Supplementary Return to the preceding. (*Not printed.*)
118. JUDICIAL SALARIES, RE-ADJUSTMENT OF:—Return to Order; Copies of any correspondence on the subject of the increase or re-adjustment of the judicial salaries, from the 1st January, 1882. (*Not printed.*)
119. ROBERTSON AND WALLACE, CLAIMS OF:—Return to Order; Copies of all correspondence, etc., connected with the disposal of the west half of Section 6, Township 2, Range 14, west of the principal meridian, Manitoba, and particularly of all papers connected with the claims of John Robertson and of one Wallace to the said lot. (*Not printed.*)
120. FORT McLEOD TOWN SITE:—Return to Address; Copies of all Orders in Council, etc., respecting a town site at Fort McLeod. (*Not printed.*)
121. YAMASKA RIVER AND LAVALLIÈRE BAY:—Return to Order; Copies of the report of Mr. Guerin, Civil Engineer, respecting the explorations made by him on the Yamaska River, and in the neighbourhood of Lavalrière Bay (*Not printed.*)
122. LAVAL UNIVERSITY:—Return to Address (Senate); Copies of all correspondence addressed to the Secretary of State for the Colonies, through the Secretary of State for Canada, concerning Laval University of Quebec, since March, 1880 to date. (*Not printed.*)
123. LIFE SAVING CREW AT PORT ROWAN:—Return to Order; Copies of correspondence in reference to a charge against the Captain of the Life Saving Crew at Port Rowan, Norfolk, Ontario, in not saving the lives of the crew of the barque "Fitzgerald," in November, 1853. (*Not printed.*)
124. WHARVES:—Return to Order; Copies of tenders for the extension of the wharf at St. Jean Port Joli, also, of the contract awarded, if such contract was awarded; a Statement of the amount expended, the work done, etc., last year, with the names of the persons, if any, in charge. (*Not printed.*)
- 124a Return to Order; Report and plans of the surveys made last summer, in St. Anne and St. André, Kamouraska. (*Not printed.*)
- 124b Return to Order; Copies of all correspondence in reference to the erection of a public wharf and bridge at Upper Woods Harbour, Shelburne, N.S. (*Not printed.*)
125. N.-W. MOUNTED POLICE:—Report of the Commissioners of, for 1883.

- No. 126. PRINCE EDWARD ISLAND:—Return to Address; Copies of all Orders in Council relating to any claim made by the Government of Prince Edward Island for compensation for money expended in constructing or repairing piers in that Province, and to the examination of, and report upon the piers of that Province. (*Not printed.*)
- 126 i. Return (*in part*) to Order; Copies of all contracts or agreements entered into by the Postmaster General, since the last session of the late Parliament, for the conveyance of the mails to and from Prince Edward Island, and all correspondence relating to steam communication between the Island and the Mainland while the navigation remains open, and, also, to the winter crossing between Capes Traverse and Tormentine. Return of all trips made by the "Northern Light" during the winter of 1881-82, with her receipts for freights and passage moneys, and the expenses of her management and running; also, copies of all instructions issued to the agent of the Marine and Fisheries Department in Prince Edward Island, relating to the running of the "Northern Light" during the present season, and all correspondence on that subject. Copies of all correspondence, etc., relating to the survey or construction of the railway authorized to be built between Cape Traverse and the main line, on Prince Edward Island. (*Distribution only.*)
- 127... ALPHONSE AUDET, APPOINTMENT OF:—Return to Address; Copies of Orders in Council appointing Alphonse Audet to his present position in the Civil Service. (*Not printed.*)
- 128... LAKE ERIE HARBOURS:—Return to Order; Return of all reports of Government engineers, respecting the construction of a harbour of refuge at Port Stanley or Port Burwell, on Lake Erie, together with the estimated cost of each. (*Not printed.*)
- 128a. Return to Order; Return of all reports of engineers, respecting the construction of a harbour on Lake Erie, in Essex, whether at Leamington, Kingsville or elsewhere, together with the estimated cost of said harbour at each place. (*Not printed.*)
- 129... SKIFFINGTON vs. MICHAUD & DUMAIS:—Return to Address; Copies of all reports, etc., in relation to the action brought by one Skiffington against Thomas Michaud and Florian Dumais, of St. Pascal, in 1871, before the Justices of the Peace, together with copies of the complaints, etc.; also, charges made against the said Skiffington, or respecting him, as to the non-payment of the costs attending the actions by him instituted and dismissed with costs against him. (*Not printed.*)
- 130... DOMINION ARBITRATORS:—Return to Address; Statement giving the names of the Official Arbitrators and secretaries to Arbitrators, appointed to office, with date, salary and duration of office, since 1st July, 1867, up to the present time. In case of appointment having been made, or salaries increased, by Order in Council, copies of such Orders to be annexed to the Statement. (*Not printed.*)
- 131... RIVER ST. FRANCIS, EXPLORATIONS ON:—Return to Order:—Copies of the report of Mr. C. Michaud, Civil Engineer, as to the explorations made by him last autumn on the River St. Francis, with the object of establishing booms upon it. (*Not printed.*)
- 132... CARON, CLOVIS, FISHERY OVERSEER:—Return to Order; Copies of all complaints, etc., made against Clovis Caron, Fishery Overseer, for the Counties of Bellechasse, Montmagny, L'Islet and Kamouraska; also of all documents relating to his appointment to that position, and his duties as such. (*Not printed.*)
- 133... SHIP "BRITANNIA," LOSS OF:—Return to Address (Senate); Copies of all papers connected with the enquiry into the loss of the ship "Britannia," which struck on the North East Bar of Sable Island on the night of the 3rd September, 1883 (*Not printed.*)
- 134... NOVA SCOTIAN RIVERS:—Return to Address (Senate); Copies of all Reports made between 1st March, 1881, and 31st December, 1882, by F. H. D. Veith, Esq., upon the condition of the rivers in Nova Scotia, and in connection with the Fisheries in that Province.
- 135... GEOLOGY OF VICTORIA, INVERNESS AND RICHMOND COUNTIES:—Return to Order; Copies of the Geological Reports made by Mr. Hugh Fletcher, of the Counties of Victoria, Inverness and Richmond, with the maps accompanying the same (*Not printed.*)

- No. 136. DRUMMOND AND MACLEAN, ROGER & Co. :—Copy of an indenture relative to certain contracts entered into by George P. Drummond, and transferred by the said Indenture to Messrs. Maclean, Roger & Co., with the assent of Her Majesty. (*Not printed.*)
- 137... PERSONS CONFINED AFTER SENTENCE IN 1882 :—Return to Address (Senate) ; Return showing, for the year 1882, the number of persons confined after sentence in the prisons, reformatories and gaols, under the control of the local authorities of the several Provinces, the offences of which they were convicted, and the length of the sentence. (*Not printed.*)
- 138... G. B. BURLAND & Co. :—Return to Order ; Copies of all correspondence in reference to any contract or contracts for lithographing entered into between G. B. Burland & Co., of Montreal, and the Dominion, showing what offers, if any, have been made by other parties for the performance of similar work, the names and addresses of such parties, and the scale of prices upon which such offers were based ; also, the scale of prices agreed upon between the Government and the said G. B. Burland & Co., or any other person. (*Not printed.*)
- 139... HUGHES, D. J., JUDGE :—Return to Address ; Copies of all petitions, etc., preferring charges in regard to the official conduct of D. J. Hughes, County Judge of Elgin, and asking for an inquiry into the same. Also, a copy of the report or judgment on inquiry into the conduct of the said Judge. (*Not printed.*)
- 140... ST. CROIX COTTON FACTORY :—Return to Order ; Statement showing the value of machinery imported for the St. Croix Cotton Factory at St. Stephens, N.B., the date of import, the amount of duties chargeable on the same, the amount paid, also still due, and the security held therefor, and copies of all correspondence on the subject. (*Not printed.*)
- 140a... Supplementary Return to preceding. (*Not printed.*)
- 141... SHIPPING ON LAKES SUPERIOR AND HURON :—Return to Order ; Return showing what vessels navigating the waters of Lakes Superior and Huron were inspected during the past season of navigation, under the authority of the Government, with the names of the Inspectors ; also, a Statement of vessels lost or stranded on these lakes, within Canadian waters, showing the localities where disasters occurred and the number of lives lost in each case, during the season of 1883. (*Not printed.*)
- 142... GOVERNMENT STEAM TUGS AND DREDGES, ETC. :—Return to Order ; Return showing the number of steam tugs, steam dredges and dumping scows bought by the Government or built for the Government, during the year 1883, for use in the Dominion of Canada, showing where they were built, the builders' names, and the price paid for the same. (*Not printed.*)
- 143... METEOROLOGICAL SERVICE AT ST. JOHN, N.B. :—Return to Order ; Return of the amount of salary or allowance made to Mr. George Hutchinson as the person in charge of the Meteorological Service at St. John, N.B. ; also, amount of expenses of Mr. R. J. Stupart, going from Toronto to St. John, and other expenses preparing and fitting up office and instruments ; also, any instructions from the Department of Marine and Fisheries to the Superintendent at Toronto, in reference to the change of officers at St. John, and the removal of Mr. Gilbert Murdock ; also, copies of all correspondence between Mr. Gilbert Murdock and the Superintendent or Deputy Superintendent of the Meteorological Service at Toronto ; also, copies of any petition, memorial or other documents in regard to the above changes. (*Not printed.*)
- 144... WATSON, T. C. :—Return to Order ; Statement of all moneys paid to T. Charles Watson by the Government, showing also the services, if any, performed by said Watson since 1881. (*Not printed.*)
- 145... ONTARIO BOUNDARY AWARD :—Correspondence in connection with, between Ontario and Manitoba.
- 146... LIFE SAVING STATIONS :—Return to Order ; Return showing the location of the Life Saving Stations of Canada, with description of life-boats, buildings, wreck-guns and other life saving apparatus of each station ; also, name and salary of captain, number of men in each crew and their pay, the articles of enlistment, the months during which such enlistment or engagement is binding ; also, copy of instructions and regulations issued for the guidance of life saving crews, and reports received from captains of crews and others, as to number of imperiled mariners rescued, and amount of property saved during the year 1883. (*Distribution only.*)

- No. 147. MINING REGULATIONS** :—(Senate) Copy of those governing the disposal of mineral lands, other than coal lands. (*Not printed.*)
- 148... RIVER THAMES, SURVEYS OF** :—Return to Order; Copies of all reports, etc., of the surveys of the River Thames, at the Village of London West, in Middlesex, Ontario. (*Not printed.*)
- 149... EMPLOYÉS IN PUBLIC WORKS DEPARTMENT** :—Return to Order; Statement for the fiscal years 1873-4, 1874-5, 1877-8, 1878-9, 1880-1, 1881-2, and the current year, to date, as to persons employed in the Departments whose remuneration is charged to public works in connection with which they are employed, giving :—
1. The name. 2. The date of first employment. 3. The remuneration. 4. The nature of the service. 5. The works to which the remuneration is charged, with the amount charged to each work; also, Statement giving the names of all persons in the Public Works Department, as extra or copying clerks, whose salaries are or have been charged to particular works, since 1881. (*Not printed.*)
- 150... RIDEAU HALL AND GROUNDS** :—Return (*in part*) to an Order; Return in detail, showing the expenditure in each year since Confederation :—1. For the purchase and maintenance of Rideau Hall and grounds. 2. For furniture and all other moveables supplied. 3. For fuel and light. 4. Similar return as in 1, 2 and 3 in connection with the Quebec Citadel. 5. For salaries of Governor General and his officials. 6 For the contingencies of the Governor General's office. 7. For travelling expenses of the Governor General and staff, besides those included in 6. 8. For labour and supplies of Dominion Steamers while conveying the Governor General, and for all expenses of every character connected with Rideau Hall. (*Not printed.*)
- 151... PARLIAMENTARY GROUNDS, OTTAWA** :—Return to Order; Reports of Messrs. Scott and Fuller, Architects of Public Works Department, and correspondence, etc., respecting claims of late James Goodwin, for extras in connection with erection of wall in front of Parliamentary grounds. (*Not printed*)
- 152... DOMINION MONEY SPENT IN THE PROVINCES** :—Return to Order: Statement setting forth the exact amount of money expended in each of the Provinces, separately, since their entry into Confederation, up to 30th June, 1883, on works of (1) a strictly general character; (2) a strictly local character.
- 153... SECTIONS 4 AND 10, ST. LAWRENCE CANALS** :—Return to Address; Copies of all tenders for the enlargement of sections 4 (Rapide du Plat) and 10 (Cornwall) of the St. Lawrence Canals, received on 4th December, 1883, and 12th February, 1884, respectively, as well as of all correspondence, etc., on the same since the 28th September, 1883. (*Not printed.*)
- 154... GOVERNMENT HERD CATTLE IN N. W. T.** :—Return to Address; 1. Return showing all Orders in Council, etc., respecting the sale of Government herd cattle in the North-West. 2. All applications made for the purchase of such cattle. 3. All notices of sale, etc., of such cattle. 4. A statement showing the price paid for such cattle, cost of maintaining the same since purchased, the price obtained therefor, to whom and when sold. 5. All correspondence respecting the sale of said cattle. (*Not printed.*)
- 155... PAJOT FARM** :—Return to Order; Return of all correspondence, etc., respecting that portion of the Pajot Farm, in the town of Sandwich, which is claimed by the Wyandottes of Anderdon. (*Not printed.*)

REPORT

OF THE

MINISTER OF JUSTICE

WITH REFERENCE TO THE

ARRANGEMENT MADE FOR THE SETTLEMENT OF MATTERS
IN DIFFERENCE BETWEEN THE GOVERNMENT OF
CANADA AND THE GOVERNMENT OF
BRITISH COLUMBIA.

VANCOUVER ISLAND RAILWAY, ESQUIMALT GRAVING
DOCK, RAILWAY LANDS, JUDICIAL DISTRICTS.

PRINTED BY ORDER OF PARLIAMENT.



OTTAWA :

PRINTED BY MACLEAN, ROGER & Co., WELLINGTON STREET.

1884.

**CERTIFIED COPY of a Report of a Committee of the Honourable
the Privy Council, approved by His Excellency the Governor
General in Council, on the 27th September, 1883.**

The Committee of the Privy Council have had under consideration a Report herewith, dated 25th September, 1883, from Sir Alexander Campbell, who was authorized by Orders of Your Excellency in Council, under dates of 14th and 23rd June last, to visit British Columbia to make arrangements relative to the various points remaining unsettled between the Government of the Dominion and that of the Province of British Columbia. The Committee concur in the said Report and the several matters proposed to be carried into effect, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

OTTAWA, 25th September, 1883.

*To His Excellency the Marquis of Lorne, P. C., K. T., G. C. M. G., Governor-General
of Canada :*

MAY IT PLEASE YOUR EXCELLENCY :

I have the honor to submit for your information a Report on my visit to the Province of British Columbia, for the purposes mentioned in the Order of Your Excellency in Council of the 23rd of June last.

After some delay at San Francisco, I reached Victoria on the 27th of July, and immediately waited upon His Honor the Lieutenant-Governor of the Province on the subject of my visit. I was most cordially received and placed by him in communication with his Ministers. The Lieutenant-Governor, throughout my stay, lent me valuable aid in my efforts towards establishing those relations with the members of his Government, which were so essential to the success of the mission with which Your Excellency had entrusted me.

1. The negotiations between the Government of the Dominion and that of British Columbia in regard to the construction of the Vancouver Island Railway and the taking over of the Graving Dock commenced by the Province on Esquimalt Harbour were prolonged late into last Session of Parliament. Unfortunately they had been conducted very much by telegraphic communications, and their successful

issue was hindered by difficulties which might not have arisen, or might have been readily removed, had the more ample opportunity afforded by personal intercourse been possible.

At repeated meetings of the Executive Council, and at many interviews with individual members of the Government—particularly with Mr. Smithe, himself—that gentleman and his colleagues discussed with me, in a spirit of the greatest frankness, the misunderstandings which had occasioned the postponement of the negotiations of last winter, and, animated by a sincere desire to overcome them, we found from day to day, reasonable solutions of the various points in dispute.

2. The Railway Belt on the Mainland.—The change in the route of the Canadian Pacific Railway to the more southerly pass, which it is now intended to occupy, rendered it expedient to effect a change of the location of the railway belt. The Government of British Columbia had not admitted that there was any obligation on their part to assent to such a change, and had contended that they had performed their whole obligation in granting the belt along the line as originally proposed. We were happily able, however in view of what we were mutually ready to concede in respect of other parts of the general arrangement, to arrive at an understanding by which the railway belt was transferred to the new line and the grant made absolute in its terms, the Government of the Dominion undertaking, through me, to place the land thus acquired in the market for sale to actual settlers at an early day.

In this connection I have the honor to state that instructions were given to Mr. Trutch, the Agent of the Dominion in British Columbia, to take at once the initiatory steps necessary to carry out this understanding.

3. The Act of the Legislature of the Province assigning districts to the Judges of the Supreme Court of the Province had been pronounced by the Court there as *ultra vires*, a result which led to the submission, by command of Your Excellency, to the Supreme Court of Canada, of certain questions propounded, in order to obtain the advantage of the legal advice of the Court upon the points thus adversely decided by the Provincial Court. The answers of the Supreme Court of Canada to these questions had been transmitted to the Lieutenant Governor of the Province for the information of his Ministers and of the Judges, in advance of my leaving Ottawa, and in this way the ground was a good deal cleared as regarded this object of my visit. I took early occasion to see the several Judges of the Supreme Court of British Columbia, and discussed the matter with them, and also with Mr. Smithe and the members of the Government.

Another difficulty had been created in regard to the powers which one of the Statutes of the Province proposed to confer upon Gold Commissioners, which powers

seemed to Your Excellency's advisers to be of a judicial character, and therefore only to be granted by the Government of the Dominion. The subject was further complicated by disputes which had arisen at Metlakatla, showing the necessity of having a Stipendiary Magistrate there, and probably, also, at several other points in the Province.

All these embarrassments were happily adjusted by the course finally agreed on between the Government of the Province and myself, under which Mr. Justice McCreight is to be assigned to the District of New Westminster, Mr. Justice Walkem to the District of Kamloops, and an officer who is to be at the same time County Court Judge and Stipendiary Magistrate for Cariboo and Lillooet, to be appointed by the two Governments—that of the Dominion paying the salary of Judge, and that of the Province the salary of Stipendiary Magistrate. This arrangement will leave a Supreme Court composed of three members, the Chief Justice, Mr. Justice Crease and Mr. Justice Gray, at Victoria, the seat of the Court, for transaction of business at the Capital and on the Island of Vancouver.

I have the honour to submit herewith a memorandum, dated the 20th of August, embodying the agreement between the two Governments on the various points referred to.

I have to report further, for the information of Your Excellency, that I executed at Victoria, on behalf of the Minister of Railways, a provisional contract for the construction of the Island Railway, and that Messrs. Robert and James Dunsmuir and John Bryden executed it on their own behalf, and deposited with me \$250,000 required as security for its performance. I afterwards proceeded to San Francisco and procured the execution of the contract there by the remaining contractors. The contract, thus executed, I transmitted from San Francisco to the Agent of the Dominion Government in British Columbia, Mr. Trutch, to be held by him, in accordance with the terms of the memorandum, until such time as the necessary legislative authority should be given by the Parliament of Canada and the Legislature of British Columbia. I enclose herewith a copy of the contract.

I have the honor further to state that, prior to leaving the Province, I instructed Mr. Trutch to take over from the local authorities, on behalf of the Dominion, the Graving Dock, and to take such steps as were necessary for the safety of the work and materials on hand and the plant.

The Minister of Public Works has, I understand, since received an intimation from Mr. Trutch, that he has assumed possession of the work accordingly.

The petition for the disallowance of the Act to incorporate the Columbia and Kootenay Railway and Transportation Company, referred to by an order of Your

Excellency in Council on the 14th of June, I have reported upon in a separate paper.

During my stay in British Columbia I had occasion to examine into a number of matters for the different Departments of the Government, and to report on them to several of my colleagues, as per margin.

The whole humbly submitted.

A. CAMPBELL,

Minister of Justice.

OTTAWA, 25th September, 1883.

PER MARGIN.

SIR JOHN MACDONALD.

On all the topics herein referred to, and on Indian affairs.

THE MINISTER OF FINANCE.

On the want of circulation of Dominion Notes in the Province.

THE MINISTER OF PUBLIC WORKS.

The Graving Dock, the Public Building at New Westminster, the site of Provincial Penitentiary, and the necessity of a new wing. Temporary telegraphic connection for Mr. Onderdonk, contractor for Canadian Pacific Railway.

MINISTER OF RAILWAYS.

The Island Railway.

MINISTER OF AGRICULTURAL AND IMMIGRATION.

The site of a Quarantine Station. Provincial Immigration matters.

MINISTER OF MILITIA.

The site of Barracks for new Battery. The Rifle Butts.

MINISTER OF MARINE.

Necessity for Salmon hatcheries on Fraser River, particularly for propagation of "Spring" Salmon. Snag Boat for Fraser River. Protection of Fisheries.

POSTMASTER-GENERAL.

Organization of Post Office Service. Expediency of discontinuing service to San Francisco.

Also as to Service between Victoria and Port Townsend, and to Port Simpson.

MEMORANDUM of arrangement made at Victoria on the twentieth day of August, 1883, relative to the various points remaining unsettled between the Government of the the Dominion and that of the Province of British Columbia.

Island Railway.

1. The Government of British Columbia will invite the adoption by the Legislature of the Province, of certain amendments to the Act of 1883, entitled "*An Act relating to the Island Railway, the Graving Dock and the Railway Lands of the Province*," which amendments are indicated by red lines in the copy of the proposed new Bill hereto annexed, signed by Sir Alexander Campbell and Mr. Smithe.

2. The Government of British Columbia will procure the assent of the contractor for the construction of the Island Railway to the provisions of clause (f) of the agreement recited in the amending Bill.

3. Upon the amending Bill becoming law in British Columbia, and the assent of the contractor for the construction of the railway to the provisions of clause (f) of the agreement recited in the Act being procured, the Government of the Dominion will seek the sanction of Parliament to measures to enable them to give effect to the stipulations on their part contained in the agreement recited in the amending Bill.

4. The contract shall be provisionally signed by Sir Alexander Campbell on behalf of the Minister of Railways and Canals, but is to be deposited with Mr. Trutch, awaiting execution by delivery until the necessary legislative authority shall have been given, as well by the Parliament of the Dominion, as by the Legislature of British Columbia.

The Graving Dock.

The Government of the Dominion shall take over the Graving Dock forthwith, and, upon Parliamentary sanction being given, complete it with all convenient speed, and thereafter operate it as a Dominion work, acquiring the right to the Imperial subsidy and paying the Province of British Columbia, on the sanction aforesaid being given, the sums mentioned in clause (g) of the agreement recited in the amending Bill

and they will, in the meantime, pay out of the subsidy voted by Parliament to aid in the construction of the Dock such sum as the Government of British Columbia may be entitled to receive under the existing arrangement in regard to the moneys advanced thereon by them since the 27th of June, 1882, any sums so paid to be taken as part of the moneys going to British Columbia on Graving Dock account under the present arrangement, should it receive Legislative sanction on both sides as before mentioned, failing which the *status quo* will be resumed.

Railway Belt on Mainland.

The Dominion Government will use every exertion to place their land in the railway belt on the mainland in the market at the earliest possible date, and for this purpose they will give all necessary instructions to their officers.

The Government of British Columbia will, on their part, render all the aid in their power, and place all the information which they have in their Lands Department at the disposal of the Dominion officers, the expense to be borne by the Dominion Government. In the meantime the land shall be open for "entry," to *bonâ fide* settlers, in such lots and at such prices as the Dominion Government may fix.

The Judiciary.

The Order in Council fixing the residences of the Judges to be revoked. Mr. McCreight to be assigned to New Westminster, and Mr. Walkem to Kamloops. Legislative authority to be sought for for this change, if necessary.

A County Court Judge shall be appointed by the Dominion Government, for the District of Cariboo and Lillooet, at a salary of twenty-four hundred dollars, and he shall receive from the Local Government the appointment of Stipendiary Magistrate, at a salary of five hundred dollars; legislative authority for this arrangement, if necessary, and for the payment of the Judge, to be sought for.

The above includes all matters as to which there is any dispute or difference between the Government of the Dominion and the Government of British Columbia, and when carried into effect, will constitute a full settlement of all existing claims on either side or by either Government.

A. CAMPBELL.
WM. SMITHE.

A.

(THIS IS THE SPECIFICATION MARKED A REFERRED TO IN THE CONTRACT HERETO ANNEXED
DATED THIS 20TH AUGUST, 1883.)

SPECIFICATION for a line of railway from Esquimalt to Nanaimo^{air}, in Vancouver
Island in British Columbia.

1. The railway shall be a single line, with gauge 4 feet 8½ inches, with necessary sidings.

2. The alignments, gradients and curvatures shall be the best that the physical features of the the country will admit of, the maximum grade not to exceed 80 feet to the mile, and the minimum curvature not to be of less radius than 800 feet.

3. In all wooded sections the land must be cleared to the width of 50 feet on each side of the centre of line.

All brush and logs must be completely burnt up and none thrown on to the adjacent lands.

4. All stumps must be grubbed out within the limits of cuttings under 3 feet in depth or embankments less than 2 feet in depth.

5. All stumps must be close-cut where embankments are less than 4 feet and more than 2 feet in height.

6. Through settlements, the railway must be enclosed with substantially built legal fences.

7. Road crossings, with cattle guards and sign boards, shall be provided wherever required.

8. The width of cuttings at formations shall be 20 feet, embankments, 16 feet.

9. Efficient drainage must be provided either by open ditches or under drains.

10. All bridges, culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of bridges must be either of substantial massive stone, masonry iron or wood, and in every essential particular, equal to the best description of like works employed in the construction of the Canadian Pacific Railway in British Columbia. Arched culverts must be of good solid masonry, equal in every respect to similar structures designed for the Canadian Pacific Railway in British Columbia. Box culverts must be of either masonry, iron or wood.

11. The passenger station houses, freight sheds, workshops, engine houses, other buildings and wharves, shall be sufficient in number and size to efficiently

accommodate the business of the road, and they shall be either stone, brick or timber of neat design, substantially and strongly built.

12. The rails shall be of steel weighing not less than 50 pounds per lineal yard of approved section, and with the most approved fish-plate joints.

13. The roadway must be well ballasted with clean gravel or other suitable material.

14. Sufficient siding accommodation shall be provided by the contractors, as may be necessary to meet the requirements of the traffic.

15. Sufficient rolling stock, necessary to accommodate the business of the line, shall be provided by the contractors, with stations and terminal accommodations, including engine sheds, turn-tables, shops, water tanks, machinery, wharves, &c.

A. CAMPBELL,

Minister of Justice, for the Minister of Railways and Canals.

ROBERT DUNSMUIR,

ARTICLES OF AGREEMENT made and entered into this twentieth day of August, in the year of Our Lord, One thousand eight hundred and eighty-three.

Between Robert Dunsmuir, James Dunsmuir and John Bryden, all of Nanaimo, in the Province of British Columbia; Charles Crocker, Charles F. Crocker, and Leland Stanford, all of the City of San Francisco, California, United States of America; and Collis P. Huntington, of the City of New York, United States of America, of the the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Railways and Canals, of the second part.

Whereas, it has been agreed by and between the Governments of Canada and British Columbia, that the Government of British Columbia should procure the incorporation, by an Act of their Legislature, of certain persons to be designated by the Government of Canada, for the construction of a railway from Esquimalt to Nanaimo, and that the Government of Canada should take security from such Company for the construction of such railway:

And whereas, the parties hereto of the first part are associated together for the purpose of constructing or contracting for the construction of a railway and telegraph line from Esquimalt to Nanaimo, and are hereafter referred to as the said contractors:

NOW THESE PRESENTS WITNESS, that in consideration of the covenants and agreements on the part of Her Majesty hereinafter contained, the said contractors covenant and agree with Her Majesty as follows:—

1. In this contract the word "work" or "works" shall, unless the context requires a different meaning, mean the whole of the works, material, matter and things to be done, furnished and performed by the said contractors under this contract.

2. All covenants and agreements herein contained shall be binding on and extend to the executors, administrators and assigns of the said contractors, and shall extend and be binding upon the successors of Her Majesty; and wherever in this contract Her Majesty is referred to, such reference shall include Her successors; and wherever the said contractors are referred to, such reference shall include their executors, administrators and assigns.

3. That the said contractors shall and will well, truly and faithfully lay out, make, build, construct, complete, equip, maintain and work continuously a line of railway of a uniform gauge of 4 feet 8½ inches, from Esquimalt to Nanaimo in Vancouver Island, British Columbia, the points and approximate route and course being shown on the map hereunto annexed, marked B, and also construct, maintain and work continuously a telegraph line throughout and along the said line of railway, and supply all such telegraphic apparatus as may be required for the proper equipment of such telegraph line, and perform all engineering services, whether in the field or in preparing plans or doing other office work, to the entire satisfaction of the Governor in Council.

4. That the said contractors shall and will locate and construct the said line of railway in as straight a course as practicable between Esquimalt and Nanaimo, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

5. That the gradients and alignments shall be the best that the physical features of the country will admit of without involving, unusually or unnecessarily heavy works of construction, with respect to which the Governor in Council shall decide.

6. That the said contractors shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten mile sections, and that before the work is commenced on any ten mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made the said contractors will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

7. That the Minister of Railways and Canals may keep and retain five per cent. of the subsidy, or of such part thereof as the said contractors may be entitled to, for three months after the completion of the said railway and telegraph line and the works appertaining thereto, and for a further period, until the said Minister of Rail-

ways and Canals is satisfied that all failures or defects in said line of railway and telegraph line, respectively, and the works appertaining thereto that may have been discovered during the said period of three months, or such further period, have been permanently made good, and that no lands shall be conveyed to the said contractors until the road is fully completed and equipped.

8. That the said contractors shall commence the works embraced in this contract forthwith, and shall complete and equip the same by the 10th day of June, 1887, time being declared material and of the essence of the contract, and in default of such completion and equipment, as aforesaid, on or before the last mentioned date, the said contractors shall forfeit all right, claim or demand to the sum of money and per centage hereinbefore agreed to be retained by the Minister of Railways and Canals, and any and every part thereof, and also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due or owing to the said contractors, as also to the land grant and also to the moneys to be deposited as hereinafter mentioned.

9. That the said contractors will upon, and after the completion and equipment of the said line of railway and works appertaining thereto truly, and in good faith, keep and maintain the same, and the rolling stock required therefor in good and efficient working and running order, and shall continuously and in good faith operate the same, and also the said telegraph line, and will keep the said telegraph line and appurtenances in good running order.

10. That the said contractors will build, construct, complete and equip the said line of railway and works appertaining thereto in all respects in accordance with the specification hereunto annexed marked A, and upon the line of location, to be approved by the Governor in Council.

11. The character of the railway and its equipments shall be in all respects equal to the general character of the Canadian Pacific Railway, now under construction in British Columbia, and the equipments thereof.

12. And that the said line of railway and telegraph line, and all works appertaining thereto respectively, together with all franchise rights, privileges, property, personal and real estate of every character appertaining thereto, shall upon the completion and equipment of the said line of railway and works appertaining thereto, in so far as Her Majesty shall have power to grant the same respectively, but no further, or otherwise, be the property of the said contractors.

13. And Her Majesty in consideration of the premises, hereby covenants and agrees to permit the admission free of duty of all steel rails, fish-plates and other fastenings, spikes, bolts and nuts, wire, timber and all material for bridges to be used in the original construction of the railway, and of a telegraph line in connection

therewith, and all telegraphic apparatus required for the first equipment of such telegraph line; and to grant to the said contractors a subsidy in money of \$750,000, (seven hundred and fifty thousand dollars), and in land, all of the land situated on Vancouver Island (except such parts thereof as may have at any time heretofore been reserved for naval or military purposes, it having been intended that all of the lands so reserved should be excluded from the operation of the Act passed by the Legislature of the Province of British Columbia, in the year 1883, entitled "*An Act relating to the Island Railway, the Graving Dock and Railway Lands of the Province,*" in like manner as Indian reserves are excluded therefrom), which has been granted to Her Majesty by the Government of British Columbia by the aforesaid Act in consideration of the construction of the said line of railway, in so far as such land shall be vested in Her Majesty, and held by Her for the purposes of the said railway, or for the purpose of constructing or to aid in the construction of the same, and also all coal, coal oil, ores, stones, clay, marble, slate, mines, minerals and substances whatsoever in on or under the lands so agreed to be granted to the said contractors as aforesaid, and the foreshore rights in respect of all such lands as aforesaid, which are hereby agreed to be granted to the said contractors as aforesaid, and border on the sea, together with the privilege of mining under the foreshore and sea opposite any such land, and of mining and keeping for their own use all coal and minerals (herein mentioned) under the foreshore or sea opposite any such lands, in so far as such coal, coal oil, ores, stones, clay, marble, slate, mines, minerals and substances whatsoever, and foreshore rights are owned by the Dominion Government, for which subsidies the construction of the railway and telegraph line from Esquimalt to Nanaimo shall be completed, and the same shall be equipped, maintained and operated.

14. The said money subsidy will be paid to the said contractors, by instalments, on the completion of each ten miles of railway and telegraph line, such instalments to be proportionate to the value of the part of the lines completed and equipped in comparison with the whole of the works undertaken, the proportion to be established by the report of the Minister of Railways and Canals.

15. The land grant shall be made, and the land, in so far as the same shall be vested in Her Majesty and held by Her Majesty for the purposes of the said railway, or for the purposes of constructing, or to aid in the construction of the same, shall be conveyed to the said contractors upon the completion of the whole work to the entire satisfaction of the Governor in Council, but so, nevertheless, that the said lands, and the coal oil, coal, and other minerals and timber thereunder, therein or thereon, shall be subject in every respect to the several clauses, provisions and stipulations referring to or affecting the same, respectively, contained in the aforesaid Act passed by the Legislature of the Province of British Columbia, in the year 1883, entitled, "*An Act relating to the Island Railway, the Graving Dock and Railway Lands*

of the Province," as the same may be amended by the Legislature of the said Province, in accordance with a Draft Bill now prepared, which has been identified by Sir Alexander Campbell and the Hon. Mr. Smithe, and signed by them and placed in the hands of the Hon. Joseph William Trutch, and particularly to sections 23, 24, 25 and 26 of the said Act.

And it is hereby further agreed by and between Her Majesty, represented as aforesaid, and the said contractors that the said contractors shall, within ten days after the execution hereof by Her Majesty, represented as aforesaid, or by the said Minister on behalf of Her Majesty, apply to the Government of Canada to be named by the Governor in Council as the persons to be incorporated under the name of the Esquimalt and Nanaimo Railway Company, and that immediately after the said contractors shall have been so incorporated, this contract shall be assigned and transferred by them to the said Company, and such Company shall forthwith, by deed entered into by and between Her Majesty, represented as aforesaid, and the said Company, assume all the obligations and liabilities incurred by the said contractors hereunder or in any way in relation to the premises.

The said contractors shall, on the execution hereof, deposit with the Receiver General of Canada the sum of \$250,000 (two hundred and fifty thousand dollars) in cash as a security for the construction of the railway and telegraph line hereby contracted for. The Government shall pay to the contractors interest on the cash deposited at the rate of 4 per cent. *per annum*, half yearly, until default in the performance of the conditions hereof or until the return of the deposit and shall return the the deposit to the said contractors on the completion of the said railway and telegraph line according to the terms hereof with any interest accrued thereon, but if the said railway and telegraph line shall not be so completed, such deposit and all interest thereon which shall not have been paid to the contractors shall be forfeited to Her Majesty for the use of the Government of the Dominion of Canada. In witness, whereof the parties hereto have executed these presents, the day and year first above written.

For the Minister of Railways and Canals.

(Signed),

A. CAMPBELL.

Minister of Justice.

(Signed),

ROBERT DUNSMUIR,

"

JOHN BRYDEN,

"

JAMES DUNSMUIR,

"

CHARLES CROCKER,

"

CHARLES F. CROCKER,

"

LELAND STANFORD,

by Chas. Crocker his Attorney in fact.

"

COLLIS P. HUNTINGTON,

by Chas. Crocker his Attorney in fact.

LASQUET I.

Order in Council of 27th Sept 1883.

(2016)

STRAIT OF GEORGIA.

BURRARD INLET.

New Westminster

Nanaimo Bay
Nanaimo River

GABRIOLA I.
VIDER I.

49°

Oyster Harb.

VANCOUVER

Cowichan L.

Cowichan

Shawnigan L.

Saanich Inlet

ISLAND

VICTORIA
Victoria H.
Esquimalt H.

HARBOUR STRAIT

ORCAS

SAN JUAN I.

JUAN DE FUCA STRAIT.

B

This is the Plan marked B referred to in the Contract hereto annexed dated 20th August, 1883.

124°

123°

Signed, sealed and delivered by the within named Robert Dunsmuir, James Dunsmuir, John Bryden, Chas. Crocker, Chas. F. Crocker, Leland Stanford and Collis P. Huntington, and by Sir Alexander Campbell for the Minister of Railways and Canals, as an escrow, and placed in the hands of the Honorable Joseph William Trutch, until the sanction of Parliament shall have been obtained to the payment of the subsidy and to the other stipulations on the part of the Dominion herein contained requiring its sanction, and until the Act passed by the Legislature of the Province of British Columbia, in the year 1883, entitled "*An Act relating to the Island Railway the Graving Dock and Railway Lands of the Province,*" shall have been amended by the Legislature of the said Province in accordance with a Draft Bill now prepared and which has been identified by Sir Alexander Campbell and the Honorable Mr. Smithe and signed by them and deposited in the hands of the said Joseph William Trutch in the presence of

(Signed),

H. G. HOPKIRK.

 BILL.

An Act relating to the Island Railway, the Graving Dock, and Railway Lands of the Province.

Whereas, negotiations between the Governments of Canada and British Columbia have been recently pending, relative to *delays in the commencement and construction of the Canadian Pacific Railway, and relative to the Island Railway, the Graving Dock, and the Railway Lands of the Province:*

And, whereas, *for the purpose of settling all existing disputes and difficulties between the two Governments, it hath been agreed as follows:—*

(a) The Legislature of British Columbia shall *be invited to amend the Act No. 11, of 1880, intituled "An Act to authorize the grant of certain public lands on the Mainland of British Columbia to the Government of the Dominion of Canada for Canadian Pacific Railway purposes,"* so that the same extent of land on each side of the line of railway through British Columbia, wherever finally settled, shall be granted to the Dominion Government in lieu of the lands conveyed by that Act.

(b) The Government of British Columbia shall *obtain the authority of the Legislature to grant to the Government of Canada a portion of the lands set forth and described in the Act No. 15, of 1882, intituled "An Act to incorporate the Vancouver Land and Railway Company,"* namely, that portion of the said lands therein described, commencing at the southern boundary thereof and extending to a line running east and west, half-way between Comox and Seymour Narrows; and also a further portion of the lands conveyed by the said Act to the northward of and contiguous to

that portion of the said lands last hereinbefore specified, equal in extent to the lands within the limits thereof which may have been alienated from the Crown by Crown grants, pre-emption, or otherwise.

(c) The Government of British Columbia shall *obtain the authority of the Legislature* to convey to the Government of Canada three and one half millions of acres of land in the Peace River District of British Columbia, in one rectangular block, east of the Rocky Mountains and adjoining the North-West Territory of Canada.

(d) The Government of British Columbia shall procure the incorporation, by Act of their Legislature, of certain persons, to be designated by the Government of Canada, for the construction of the Railway from Esquimalt to Nanaimo.

(e) The Government of Canada shall, *upon the adoption by the Legislature of British Columbia of the terms of this agreement, seek the sanction of Parliament to enable them to contribute to the construction of a Railway from Esquimalt to Nanaimo the sum of \$750,000, and they agree to hand over to the contractors who may build such railway the lands which are or may be placed in their hands for that purpose by British Columbia; and they agree to take security, to the satisfaction of the Government of that Province, for the construction and completion of such railway on or before the 10th day of June, 1887; such construction to commence forthwith.*

(f) The lands on Vancouver Island to be so conveyed shall, except as to coal and other minerals, and also except as to timber lands as hereinafter mentioned, be open for four years from the passing of this Act to actual settlers, for agricultural purposes, at the rate of one dollar an acre, to the extent of 160 acres to each such actual settler; and in any grants to settlers the right to cut timber for railway purposes and rights of way for the railway and stations and workshops shall be reserved. *In the meantime, and until the Railway from Esquimalt to Nanaimo shall have been completed, the Government of British Columbia shall be the Agents of the Government of Canada for administering, for the purposes of settlement, the lands in this sub-section mentioned; and for such purposes the Government of British Columbia may make and issue, subject as aforesaid, preemption records to actual settlers of the said lands. All moneys received by the Government of British Columbia in respect of such administration shall be paid, as received, into the Bank of British Columbia, to the credit of the Receiver-General of Canada; and such moneys, less expenses incurred (if any) shall, upon the completion of the railway to the satisfaction of the Dominion Government, be paid over to the railway contractors.*

(g) The Government of Canada shall forthwith take over *and seek the authority of Parliament to purchase and complete, and shall, upon the completion thereof, operate as a Dominion work, the dry dock at Esquimalt; and shall be entitled to and have conveyed to them all the lands, approaches, and plant belonging thereto, together with the Imperial appropriation therefor, and*

shall pay to the Province as the price thereof the sum of \$250,000, and shall further pay to the Province whatever amounts shall have been expended by the Provincial Government or which remain due up to the time of the passing of this Act, for work or material supplied by the Government of British Columbia since the 27th day of June, 1882.

(h). The Government of Canada shall, with all convenient speed, offer for sale the lands within the railway belt upon the mainland on liberal terms to actual settlers; and

(i) Shall give persons who have squatted on any of the said lands, within the railway belt on the mainland, prior to the passing of this Act, and who have made substantial improvements thereon, a prior right of purchasing the lands so improved at the rates charged to settlers generally.

(k) This agreement is to be taken by the Province in full of all claims up to this date by the Province against the Dominion, in respect of delays in the commencement and construction of the Canadian Pacific Railway, and in respect of the non-construction of the Esquimalt and Nanaimo Railway, and shall be taken by the Dominion Government in satisfaction of all claims for additional lands under the terms of Union, but shall not be binding unless and until the same shall have been ratified by the Parliament of Canada and the Legislature of British Columbia.

And whereas, it is expedient that the said agreement should be ratified, and that provision should be made to carry out the terms thereof;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

1. The hereinbefore recited agreement shall be and is hereby ratified and adopted.

2. Section 1 of the Act of the Legislature of British Columbia, No. 11, of 1880, intituled "An Act to authorize the grant of certain public lands on the mainland of British Columbia to the Government of the Dominion of Canada for Canadian Pacific Railway purposes," is hereby amended so as to read as follows:

From and after the passing of this Act there shall be, and there is hereby granted to the Dominion Government for the purpose of constructing and to aid in the construction of the portion of the Canadian Pacific Railway on the mainland of British Columbia, in trust, to be appropriated as the Dominion Government may deem advisable, the public lands along the line of the railway before mentioned, wherever it may be finally located, to a width of 20 miles on each side of the said line as provided in the Order in Council, section 11, admitting the Province of British Columbia into Confederation; but nothing in this section contained shall prejudice

the right of the Province to receive and be paid by the Dominion Government the sum of \$100,000 per annum, in half yearly payments in advance, in consideration of the lands so conveyed, as provided in section 11 of the terms of Union: Provided always, that the line of railway before referred to, shall be one continuous line of Railway only, connecting the seaboard of British Columbia with the Canadian Pacific Railway, now under construction on the east of the Rocky Mountains.

3. There is hereby granted to the Dominion Government, for the purpose of constructing and to aid in the construction of a Railway between Esquimalt and Nanaimo, and in trust to be appropriated as they may deem advisable (but save as is hereinafter excepted) all that piece or parcel of land situate in Vancouver Island, described as follows:—

Bounded on the south by a straight line drawn from the head of Saanich Inlet to Muir Creek, on the Straits of Fuca;

On the west by a straight line drawn from Muir Creek aforesaid to Crown Mountain;

On the north by a straight line drawn from Crown Mountain to Seymour Narrows; and

On the east by the coast line of Vancouver Island to the point of commencement; and including all coal, coal oil, ores, stones, clay, marble, slate, mines, minerals and substances whatsoever thereupon, therein, and thereunder.

4. There is excepted out of the tract of land granted by the preceding section all that portion thereof lying to the northward of a line running east and west half way between the mouth of the Courtney River (Comox District) and Seymour Narrows.

5. Provided always that the Government of Canada shall be entitled out of such excepted tract to lands equal in extent to those alienated up to the date of this Act by Crown grant, pre-emption, or otherwise, within the limits of the grant mentioned in section 3 of this Act.

6. The grant mentioned in section 3 of this Act shall not include any lands now held under Crown grant, lease, agreement for sale, or other alienation by the Crown, nor shall it include Indian reserves or settlements, nor *Naval or Military reserves*.

7. There is hereby granted to the Dominion Government three and a-half million acres of land in that portion of the Peace River District of British Columbia, lying east of the Rocky Mountains and adjoining the North-West Territory of Canada, to be located by the Dominion in one rectangular block.

8. For the purpose of facilitating the construction of the railway between Esquimalt and Nanaimo, it is hereby enacted that such persons, hereinafter called the

“company,” as may be named by the Governor General in Council, with all such other persons and corporations as shall become shareholders in the company, shall be and are hereby constituted a body corporate and politic by the name of “The Esquimalt and Nanaimo Railway Company.”

9. The company and their agents and servants, shall lay out, construct, equip, maintain, and work a continuous double or single track steel railway, of the gauge of the Canadian Pacific Railway, and also a telegraph line, with the proper appurtenances, from a point at or near the Harbour of Esquimalt, in British Columbia, to a port or place at or near Nanaimo on the eastern coast of Vancouver Island, with power to extend the main line to Comox and Victoria, and to construct branches to settlements on the east coast, and also to extend the said railway by ferry communications to the mainland of British Columbia, and there to connect or amalgamate with any railway line in operation or course of construction. The company shall also have power and authority to build, own, and operate steam and other vessels in connection with the said railway, on and over the bays, gulfs, and inland waters of British Columbia.

10. The company may accept and receive from the Government of Canada any lease, grant or conveyance of lands, by way of subsidy or otherwise, in aid of the construction of the said railway, and may enter into any contract with the said Government for or respecting the use, occupation, mortgage, or sale of the said lands, or any part thereof, on such conditions as may be agreed upon between the Government and the company.

11. The capital stock of the company shall be three millions of dollars, and shall be divided into shares of one hundred dollars each, but may be increased from time to time by the vote of the majority in value of the shareholders present in person, or represented by proxy, at any meetings specially called for the purpose, to an amount not exceeding five million dollars.

12. The persons to be named as aforesaid by the Governor General in Council shall be and are hereby constituted a board of provisional directors of the company, and shall hold office as such until other directors shall be elected under the provisions of this Act, and shall have power to fill any vacancies that may occur in the said board; to open stock books at Victoria, British Columbia, or any other city in Canada, procure subscriptions, and receive payments on stock subscribed.

13. When, and so soon as one-half of the capital stock shall have been subscribed, and one-tenth of the amount thereof paid into any chartered bank, either at Victoria or San Francisco, or partly in each, the provisional directors may order a meeting of shareholders to be called at Victoria, British Columbia, at such time as they think proper, giving at least three weeks' notice thereof in one or more newspapers published in the City of Victoria, and by a circular letter mailed to each shareholder,

at which meeting the shareholders present in person, or by proxy, shall elect five directors qualified as hereinafter provided, who shall hold office until the first Wednesday in October, in the year following their election.

14. On the said first Wednesday in October, and on the same day in each year thereafter, at the City of Victoria, or at such other place as shall be fixed by the by-laws of the company, there shall be held a general meeting of the shareholders for receiving the report of the directors, transacting the business of the company, general or special, and electing the directors thereof; and public notice of such annual meeting and election shall be published for one month before the day of meeting in one or more newspapers in the City of Victoria, and by circular letter mailed to each shareholder at least one month prior thereto. The election of directors shall be by ballot, and all shareholders may vote by proxy.

15 Three of the directors shall form a quorum for the transaction of business, and the board may employ one or more of their number as paid director or directors, provided that no person shall be elected director unless he owns at least twenty-five shares of the stock of the company on which calls have been paid.

16. No call shall be made for more than ten per centum at any one time on the amount subscribed, nor shall more than fifty per centum of the stock be called up in any one year.

17. The Consolidated Railway Act, eighteen hundred and seventy-nine (1879) of Canada, shall, so far as its provisions are applicable to the undertaking and are not inconsistent with or contrary to the provisions of this Act, apply to the said railway, and shall be read with and form part of this Act.

18. The words "Superior Court," "Clerks of the Peace," "Registry Offices," "Clerk of Court," as used in the said Consolidated Railway Act, eighteen hundred and seventy-nine (1879), shall, for the purposes of this Act, be read and construed in the same sense and meaning as is provided by the Act passed by this Legislature, thirty-eight (38) Victoria, chapter thirteen (13), section three (3).

19. Sections five (5) and six (6) of the said last-mentioned Act shall be read with and form part of this Act.

20. The said railway line from Esquimalt to Nanaimo shall be commenced forthwith and completed *on or before the 10th day of June, 1887.*

21. The railway, with its workshops, stations and other necessary buildings and rolling stock, and also the capital stock of the railroad company, shall be exempt from Provincial and municipal taxation until the expiration of ten years from the completion of the railroad.

22. The lands to be acquired by the company from the Dominion Government for the construction of the railway, shall not be subject to taxation, unless and until the same are used by the company for other than railroad purposes, or leased, occupied, sold or alienated.

23. The Company shall be governed by subsection (f) of the hereinbefore recited agreement, and each *bonâ fide* squatter who has continuously occupied and improved any of the lands within the tract of land to be acquired by the company from the Dominion Government for a period of one year prior to the first day of January, 1883, shall be entitled to a grant of the freehold of the surface rights of the said squatted land, to the extent of 160 acres to each squatter, at the rate of one dollar an acre.

24. The Company shall, at all times, sell coals gotten from the lands that may be acquired by them from the Dominion Government to any Canadian railway company having the terminus of its railway on the seaboard of British Columbia, and to the Imperial, Dominion and Provincial authorities, at the same rates as may be charged to any railway company owning or operating any railway in the United States, or to any foreign customer whatsoever.

25. All lands acquired by the company from the Dominion Government under this Act, containing belts of timber fit for milling purposes, shall be sold at a price to be hereafter fixed by the Government of the Dominion, or by the company hereby incorporated.

26. The existing rights (if any) of any persons or corporations in any of the lands so to be acquired by the company, shall not be affected by this Act, nor shall it affect military or naval reserves.

27. The said Esquimalt and Nanaimo Railway Company shall be bound by any contract or agreement for the construction of the railway from Esquimalt to Nanaimo, which shall be entered into by and between the persons so to be incorporated as aforesaid, and Her Majesty, represented by the Minister of Railways and Canals, and shall be entitled to the full benefit of such contract or agreement, which shall be construed and operated in like manner as if such company had been a party thereto in lieu of such persons, and the document had been duly executed by such company under their corporate seal.

28. The railways to be constructed by the company in pursuance of this Act, shall be the property of the company.

29. The Act of 1883, chapter 14, intituled: "*An Act relating to the Island Railway, the Graving Dock and the Railway Lands of the Province,*" is hereby repealed.

A. CAMPBELL.

WM. SMITHE.

VICTORIA, B.C., 21st August, 1883.

I have read and on behalf of myself and my associates acquiesce in the various provisions of this Bill, so far as they relate to the Island Railway and Lands.

R. DUNSMUIR.

VICTORIA, B. C., 29th August, 1883.

RETURN

(15a)

[IN PART]

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For a Statement showing the names, rank, pay, date of appointment of all Officers, Clerks, Messengers, and Servants employed in the various Departments of the Dominion, in the Province of British Columbia, including Dominion Government Agent, and those employed under him.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th April, 1884.

Secretary of State.

RETURN

(15b)

[IN PART]

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For a Statement showing the names, rank, pay, date of appointment of all Officers, Clerks, Messengers, and Servants employed in the various Departments of the Dominion, in the Province of British Columbia, including Dominion Government Agent, and those employed under him.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th April, 1884.

Secretary of State.

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

REPORT
OF THE
MINISTER OF JUSTICE
AS TO
PENITENTIARIES IN CANADA
FOR THE
YEAR ENDED 30TH JUNE,
1883.

Printed by Order of Parliament.



OTTAWA:
PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET,
1884.

To His Excellency the Most Honorable the MARQUESS OF LANSDOWNE
Governor General of Canada, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY,—

I have the honor to submit, herewith, for the information of Your Excellency, the Annual Report of the Inspector of Penitentiaries, together with copies of the Annual Reports of the officers of the Penitentiaries, and financial and statistical tables and statements, being for the year ended 30th June, 1883.

I have the honor to be

Your Excellency's most obedient servant,

A. CAMPBELL,

Minister of Justice.

DEPARTMENT OF JUSTICE,

OTTAWA, 31st December, 1883.

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ERRATUM.

Act 38 Vic., cap. 44, in the fifth line of first paragraph should read Act 46 Vic.,
cap. 37.

EIGHTH ANNUAL REPORT
OF THE
INSPECTOR OF PENITENTIARIES
OF THE
DOMINION OF CANADA
FOR THE YEAR ENDED 30TH JUNE, 1883.

HON. SIR ALEXANDER CAMPBELL, K.C.M.G.,
Minister of Justice.

SIR,—I have the honour to submit my Annual Report upon the state of the Penitentiaries of the Dominion, for the year ended 30th June, 1883; also, the reports of the Wardens and other Officers of the several Penitentiaries, together with the fiscal statements and statistical returns which are required to be furnished, pursuant to the provisions of the Act 38 Vic., Cap. 44.

The number of convicts in each Penitentiary on 30th June, 1881, the number received and discharged during the year under notice along with the number remaining on 30th June last, are as follows:—

KINGSTON PENITENTIARY.

	Males.	Females.	Total.
Number in confinement, 30th June, 1882....	577	24	= 601
Received during the year.....	129	7	= 136
	706	31	= 737
Discharged by expiration of sentence.....	194	8	= 202
	512	23	= 535

A decrease of 66.

ST. VINCENT DE PAUL.

	Males.	Total.
Number in confinement, 30th June, 1882.....	317	= 317
Received during the year.....	112	= 112
	429	= 429

Discharged by expiration of sentence.....	120	=	120
Remaining, 30th June, 1883.....	309	=	309
A decrease of 8.			

DORCHESTER.

	Males.	Females.	Total.
Number in confinement, 30th June, 1883.....	96	5	= 101
Received during the year.....	57	0	= 57
	153	5	= 158
Discharged by expiration of sentence, &c... ..	33	0	= 33
Remaining, 30th June, 1883.....	120	5	= 125
An increase of 24.			

MANITOBA.

	Males.	Females.	Total.
Number in confinement, 30th June, 1882.....	52	4	= 56
Received during the year	70	3	= 73
	122	7	= 129
Discharged on expiration of sentence, &c... ..	26	4	= 30
Remaining, 30th June, 1883.....	96	3	= 99
An increase of 43.			

BRITISH COLUMBIA.

	Males	Total.
Number in confinement, 30th June, 1882.....	52	= 52
Received during the year.....	39	= 39
	91	= 91
Discharged during the year by expiration of sentence, &c	17	= 17
Remaining 30th June, 1883.....	74	= 74
An increase of 22.		

RECAPITULATION.

Decrease :—		
Kingston	66	
St. Vincent de Paul	8	
	—	74

Increase :—

Dorchester.....	24	
Manitoba	43	
British Columbia	22	
		— 89
		—
Total increase.....		15

Though an increase in the number of convicts appears in the new Provinces of Manitoba and British Columbia, it is no more than commensurate with the growth of the population. The Maritime Provinces have added more than a proportionate quota to the total of last year. Considering the natural and acquired increase in numbers all over the Dominion, the foregoing statistics, although showing a small access to the total number of convicts, at the end of the financial year 1881-82, should be regarded as favourable and encouraging. Indeed, there is great reason to be thankful, when we take into account the ravages made by crime and its rapid spread in other countries, that we enjoy such comparative immunity from its most serious inroads, and that the total number of our convicts on the 30th June last was limited to 1,142.

The number of deaths in all the Penitentiaries was thirty, which is largely in excess of the average mortality for many years. The two-thirds of the prisoners who died, including the insane criminals, were sufferers from impaired health and broken down constitutions from the beginning of their terms of imprisonment. One case of suicide occurred.

Making all due allowances for the drawbacks which exist through the want of means for a better classification of the prisoners and of separating the callous and habitual criminals from the better disposed convicts, the conduct and discipline, on the whole, have been tolerably good. So long as the defects exist, which have often been pointed out in this Annual Report, I cannot expect that degree of reformation in the conduct of the convicts or such improvement in the general discipline as would be marked and desirable. Later on, perhaps, when public opinion shall have been awakened from its present state of languor and indifference and when men will have the conviction forced upon them that something more is required in connection with the administration of justice, than that the machinery of the law should be moved to get the criminal into a convict and the convict into a prison, some of the more important reforms which I have recommended may be adopted. Though it were always better that a Government take the initiative in every movement having for its object the improvement or amelioration of any class or condition of the people, yet, it seldom happens that any measure, however needed or beneficial, is adopted by any administration before it has first been discussed by the press and on the public platform. Doubtless, the question of prison reform will remain in abeyance

until it be forced upon the so called "popular mind"—which a distinguished author has aptly named "the disjointed thinking of the day"—by the Howards and Wilberforces of the hour. There is every prospect of this being accomplished in Canada through the instrumentality of a committee of gentlemen which has been organized, for some time past, in Toronto, for the purpose of dealing with this all-important subject. In the face of many obstacles, springing mainly from public apathy and neglect, the promoters of the Prisoners' Aid Association, by their energy and perseverance, are succeeding in securing for the good work which they have in hand, no small share of public attention and support. They deserve the highest encouragement, as the object which they have in view is most laudable and charitable; in every way worthy the best efforts of the philanthropist—the reform and improvement of the criminal classes. How strange that this subject is almost new, considering how old crime is, and how large a part prisons and jails have occupied in the history of society for the last four centuries! It is really amazing to realize the fact that hardly one hundred years have passed by since the subject found its place among the proper sciences and arts of life and government, and it might almost be said that it is not fifty years since it received anything like public discussion, or had been able to attract to itself the attention of leading minds, not brought by circumstances into the immediate necessity of contemplating it. A little while ago, the only interest society seemed to have in the prisoner was to get rid of him, if possible, as an offence to its nostrils. How to terrify him and take his life was the only object contemplated, it might almost seem, by penal law, and no less by the administration of penitentiary discipline; but at last society has found by terrible experience, that her jail, or prison, or penitentiary system has too often turned out to be the largest factor and the most successful machine in the fabrication of the evil it was seeking to destroy.

Our jails and our prisons for centuries were high universities in crime, and those who passed through them acquired only a dark stain of sin, a deeper devotion to those very things which they were sent there to expiate; and society kindly and carelessly looked on, not knowing that she was allowing her prisoners to be more injurious to her, confined and segregated, than even if she had kept them in her own bosom. Slowly we have come to see what was seen plainly enough by those who devoted themselves to the subject, that convicts are all men having one common human nature; and, in prison, if they are to be edified, restored or kept under conditions that form any safety to society, they are to be treated upon the universal principles of human nature and by methods as nearly as possible assimilated to those methods of education, influence and restoration, which are used towards those who are out of prison. A prisoner is a criminal, indeed, but he is more of a man, even, than he is a criminal, and the largest parts of the methods and measures to be applied to his restoration are strictly human, and have little reference to his criminal condition. Following up this view of the important subject under notice,

the subjoined remarks of Dr. Henry Bellows of New York, before one of the Prison Congresses, held in the United States, are so appropriate, truthful and convincing, that their being quoted here would not appear to be out of place. The doctor said :—

“ Although the prisoner is to be considered and cared for with reference to the interests of society, it has been found out—it is an open secret—that you cannot treat him in the interest of society until you treat him primarily and directly, with reference to his own good ; that he is to be considered, that he is to be educated, that he is to be trained and disciplined precisely as any other member of society is, to bring out that which is just and right in his nature and disposition, and lift him, by the aid of his own powers, his own will, his own affections, his own efforts, above the baser appetites and passions to which he has fallen a victim. You cannot fight violence with violence in the moral world ; you cannot wash out stains in the foulness of cruelty and the abominable selfishness of mere self-protecting principles. You have got to wash that which is impure in the springs of purity. You have got to conquer violence by gentleness. You have got to redeem the prisoner by pity, sympathy and love, not by standing over him with a club, or fastening to him a cruel chain, or extinguishing that which is the only inspiration of humanity, that which springs eternal everywhere except in the prison—HOPE. Hope, and that alone, is the principle upon which his reformation depends ; and how little we know of the hardening processes of the old, cruel criminal law ; our old, blind, barbarous, violent prison system, in the way of extinguishing the very sensibility, even to punishment, on which society rested its hope for the reformation, or, at least, the diminution, of criminals. Why, you might as well attempt to tame the crocodile by beating his corrugated skin with a whip stock, as to reduce the passions of brutal men by violence and brutality. The last thing they fear is what we call *punishment*. The last thing they fear is the very cruelty to which they are all their days accustomed. They harden themselves like the rock against all these mean and violent apprehensions and fears by which we hope to govern them. The only tender place in their nature is that place which has never been touched by the world, because the careless heart of man did not pity or love them enough ever to put its hand upon their hearts. *There* is yet a tender spot. *There*, alone, the skin has something of the delicacy and refinement of innocence, and it is only by reaching that spot, it is only by bringing the power of pity, sympathy, love and interest to bear upon the criminal, that there is any hope of lifting him above himself and unlocking the bolted chambers of his soul to the light and to the sympathy of society. Why, our criminal class, and those—that large rim and circumference of a semi-criminal population—who are only yet not found out ; what are they but made the natural enemies of society, educated and bred by bad laws and bad prison system to hate, and scorn, and detest law and government, and to look upon our whole machinery with hostility and disgust, bred to outwit it as a praiseworthy thing and as the only resource for their talents in making for themselves any kind of pleasing excitement out of their miserable existence.”

What is absolutely needed in our present prison system is to so order the methods of punishing crime by imprisonment, that they shall not intensify the contagion of guilt and increase the number of offenders, but rather to encourage them to lead reformed lives. If this most desirable end be effected, the greatest good will result. If, on the other hand, from the want of proper classification and separation, the infection be allowed to foster and spread, and the younger criminals be permitted to learn of the older, the organizations hostile to society, formed within the very walls of our punitive institutions, will send out their trained emissaries to prey upon their fellow-men, and no place will be secure against their depredations. I consider it

therefore, of the utmost importance that, in completing the several penitentiaries, a wing, having sufficiently roomy cells, be set apart in each for the purpose of isolating, for some months, the newly received convicts, and of separating the habitual and hardened criminals from those convicts who manifest a good disposition to observe the rules and to improve in their conduct and habits.

The manufacture of door mats and matting for public buildings, churches, &c., from cocoanut fibre could be advantageously carried on by the convicts in isolation, as is done at Wakefield, in England, and in Richmond Prison, Dublin. A small loom is fitted up in each of the cells, and the convict, after having been duly instructed in the process of weaving, is required to perform a certain amount of work daily. A few instructors and the model of the loom might be procured from either of the prisons just named and the new industry, to which no objection can be taken, since none similar exists in the country, could be introduced which would furnish useful employment to the convicts separated during their term of probation or punishment, and would also be the means of producing some revenue for the penitentiary. It were an easy matter to arrange the details for carrying into successful operation this partial system of isolation which I recommend, the necessary authority for its introduction being granted.

Having taken counsel with Mr. Warden Creighton upon the subject, I am still of opinion that so long as the convicts take their meals in a common refectory, it would be a prudent and necessary precaution to furnish dinner to the Guards and Keepers in any penitentiary where this rule obtains, in order that the whole police staff be present during the dinner hour, in case of emergency. The expense to the Government would not be large, while the additional security would be very great.

The supply of books in the libraries of each penitentiary is represented by the Chaplains as very limited. A large number of them, by constant use, have become too much soiled and worn to be of any further service. Owing to the great benefit and improvement which the convicts derive from the libraries, I earnestly recommend that you authorize a more liberal item to be placed in the estimates of each penitentiary for the purchase of new books. The following sums will, I trust, be considered moderate and reasonable for this purpose:—For Kingston, \$500; St. Vincent, \$400; Dorchester, \$300; and for Manitoba and British Columbia, \$200 each.

The reports from the several physicians upon the hygienic and sanitary condition of the institutions, are satisfactory. In no instance during the year has any penitentiary been visited by zymotic or contagious disease.

It may be proper to mention here in general terms, that though delay has often occurred—our requirements as regard repairs, improvements and construction, have attention with met from the Public Works' Department. A still better state of things

in this regard, may be looked for, when the Public Works' Department, every year, will have been furnished by each Warden, with a complete schedule of whatever that Department can be properly called upon to provide for in its estimates.

I have to express sincere satisfaction that an increase has been granted to the salaries of certain officers, in all the penitentiaries, pursuant to the recommendation in the last Annual Report.

KINGSTON PENITENTIARY.

The decrease in the number of convicts, already noted, in this penitentiary, may be accounted for in two ways:—

1st. On the ground that employment and fair wages could be had by those willing to work.

2nd. Because the number of prisoners has not been increased, as formerly, by drafts from St. Vincent and Dorchester, in consequence of the overcrowded state of these prisons. The convicts who have been received here, from these places, in the course of the last four or five years, have, for the most part, served out their sentences, been discharged, and not replaced by others from the same sources.

The time has arrived when, for humanitarian and sanitary purposes, as well as to keep pace, to some extent, with the progressive spirit of the age, it will be necessary to pull down the old cell wings and replace them with others of better and more modern design. The cells are altogether too small, the width being only 27 inches. Instead of five, the new wings should only contain four ranges each. In one of the wings, the large cells already referred to, should be provided for separating certain classes of prisoners. This important improvement can be made without incurring a very large expense, the labour and the stone and lime necessary being at the Warden's disposal. It may happen, too, that a large quantity of the iron work now in use in the old prison, will suit for the new wings. As a whole wing is unoccupied, just now, the work could be commenced early next spring. The Hon. Minister of Public Works should be asked to make the necessary provision in his estimate for the new cell wings, if the work be approved by the Government. The present cells are far behind the age; they are condemned by every one who has the least knowledge of what penal cells should be, and the substitution of others of proper dimensions will render Kingston Penitentiary worthy the Dominion, and place it in the front rank with similar institutions on this continent.

A great deal has been done in filling in and reclaiming the old quarries, and much still remains to be done in the same way. The Warden can profitably employ all the convict labour which may be trusted outside the walls, in improving and cultivating these lands. A new picket fence has been recently put up around the west side of the farm, which completes the fencing of the entire property.

The six boilers are now finished and in position in the new boiler house, which is a crowning addition to the other buildings within the walls. These boilers will operate the machinery, the grist mill, heat the dry room, the prison building, &c.

The coils for heating the wings and front building are in their places and the connection with the boilers will soon be made. It is expected that before the close of next winter the introduction of artificial heat—an object so long sought—will have been accomplished.

The grist mill is now successfully in operation and realizes all the Warden's expectations. It turns out a good quality of strong baker's flour, white and brown, and crushes the oats required for the feeding of the horses. The saving made by the mill in many ways will, without doubt, before many years, repay its cost. The portion of the building which it occupies could not be turned to better advantage, under existing circumstances.

The number of convicts in the Criminal Lunatic Asylum at my last visit was 29. They are well looked after, being comfortably and decently clad and receive a sufficiency of good, wholesome food. The cells are roomy, clean and properly aired; the corridors and spacious day room are also admirably kept.

The dungeons, which are under the insane ward, are large and thoroughly heated and ventilated.

The crops turned out very well, and consist of oats, peas, beans, hay and several kinds of vegetables. The barns and root cellars are found to be most valuable and useful.

There appears to be some prospect of another want long felt and often noticed in the Annual Reports, being supplied, namely, the lighting the Penitentiary by gas.

I was happy to find that the visiting architect, Mr. Bowes, had been taking the preliminary steps of having gas introduced. This, together with the artificial heating and the enlargement of the cells, would render this institution complete in its appointments.

A fine addition was made to the wharf last winter, of 110 x 30 feet, the depth being 27 feet. A well-sheltered dock is the result. Further improvements will be made to the old parts of the wharf, which are becoming somewhat dilapidated, owing to the action of the waves and weather.

The female prison has been conducted, as in former years, with economy, and with due regard to discipline, and to the reformation of the inmates. The cells, dining and work rooms, kitchen, laundry, &c., are scrupulously neat and clean. The conduct of the women is represented to be unexceptionable, and the industry very satisfactory. The Warden is preparing to have some necessary improvements made to the wash house and other parts of this department of the Penitentiary.

The Surgeon-reports that the health of the prisoners has been "never so good." No case of epidemic or contagious disease. The conduct and industry of the convicts are represented by the Warden as good.

There are some officers on the staff of this Penitentiary who, inadvertently, perhaps, show forth in their conduct that they do not set a proper value upon the position which they fill. That they are retained in the service is due more to the forbearance and indulgence of the Warden, who is unwilling to dismiss men who have spent several years in the employ of the Penitentiary without serious cause, than to their individual merits as officers. This class of officer adds to his inefficiency a disposition to grumble and fault-find with whatever in the rules or discipline does not square with his own pet ideas. If he have any actual ground for complaint, any wrong to redress, he has not the manliness to make it known to the proper authority and ask for an inquiry; instead of doing this, he goes around airing his imaginary grievances, outside of the Penitentiary, indulging in misstatements and misrepresentations, alike groundless and culpable. This general reference to a practice followed by some men who wear the uniform of the Penitentiary should be regarded by them as a very strong intimation that they should, in future act in a manner becoming officers of such an important institution or abide by the consequences which such conduct, if persisted in, must entail. On the other hand, the majority of the officers perform their duties in a manner which shows they are sensible of the obligations which they contracted under their oath of office, and that they take an interest in the discipline and good name of the Penitentiary.

Three escapes occurred during the year.

ST. VINCENT DE PAUL.

The new building, originally intended for a dining hall, is drawing towards completion, under the direction of the Public Works Department.

Pursuant to the recommendation approved of by you, the convicts, here, take their meals in the cells. I deemed this plan advisable, because—

First, a large number of the complaints entered upon the report book originated in the refectory.

Secondly, because it is most effectual means to prevent a possible *émeute*, and

Thirdly, because the new building can be converted into work-shops, which are very necessary and which cannot be dispensed with much longer, the old ones being very unsuitable. The experiment of giving the meals in the cells is, so far, successful, and there is reason to judge it will so continue. The plan can be much improved by following out the instructions which I found it necessary to issue at recent visits. I recommend, consequently, that the system be permanently adopted and a final

decision be arrived at as to the purposes which the new building will serve. A second wing has been finished and is now occupied by the prisoners. About forty convicts still have their cells in the old wing.

The excavation for the main sewer, which the Department of Public Works controls, is nearly completed outside the walls. In the course of the winter it is expected a large gang of convicts will continue the excavation within the prison yard. There should be no difficulty in furnishing to the superintending Architect all the labor he requires for this purpose. The quarry, originally bought by the Government, with the intention of its being operated by convict labour, is now under contract, owing to the objections and difficulties raised by the present Warden against the employment of prisoners there. Hence, the prisoners and the officers who had charge of them at the quarry, are available for work on the inside excavation, as are also several of the prisoners who had been engaged on farm work during the season. It is most important that the excavation be finished as soon as possible, be cause, until this be done, the Public Works Department cannot go on with the rotunda and the last wing. Already there has been some delay in meeting the requirements of the Superintending Architect for convicts to work on the outside excavation, which may have resulted from some misunderstanding on the one side or the other. It is to be hoped that no impediment, from any source, will again be thrown in the way of the important Government works which are in progress and which should take precedence of whatever is not of the most urgent necessity.

The building operations have now reached such extent and proportions as to render it a matter of paramount necessity to enlarge the prison yard. This can be done, either by extending the length, which would place it out of all proportion, or by acquiring the Germain property adjacent to the Penitentiary. This was recommended very strongly by Messrs Taché and Miall in their report made in 1879, to the Minister of Justice, the price set down by them being \$8,000. If the building known as "the College" and the land surrounding it, be not included in the purchase, an offer has been made by the Germain estate, to dispose of the farm, about seventy acres for \$3,000. Beyond the enlargement of the yard and the right the Penitentiary would have to clear away some bush, which affords an embarrassing cover to run-away convicts, the acquisition of the land would not be much of a boon, as it is cold, stony and pretty well exhausted. I find, on enquiry, that land of a similar character in the vicinity, commands the same, and even a higher price, than is asked for the Germain farm.

There is still room for improvement in the general discipline, which may be affected through means of more direct and attentive personal supervision over the details of the administration, on the part of the chief executive officer. Too great discrimination and circumspection cannot be used in selecting men who are fit and competent for the penitentiary service. It is also necessary to rid the staff of every officer who is

either incompetent or negligent, if such there be. In this Penitentiary especially, I have had guards frequently before me as witnesses, who displayed a lack of ordinary intelligence, respecting their obvious duties and the rules, as amazing as lamentable. Such men should never have been employed, or, having been employed, they ought have been dismissed when their stolid ignorance became apparent,—that is to say within a week, at most. It is but fair to say that the present administration is not any more responsible for men of such incapacity than the former ones. It is very much to be desired, indeed, that a better grade of men, as to intelligence, education, physical courage and general competency be employed, here as occasion may require.

Twenty attempts to escape, five of which were successful, occurred during the year. Having made very full and careful inquiries into those several escapes, it transpired that want of vigilance and zeal on the part of the officers concerned had a great deal to do with all of them, and in this opinion you concurred by sanctioning the reprimands and other penalties inflicted upon the offending parties. It requires, of course, a practical and full knowledge of the manner in which officers should discharge their duties, a knowledge which can be derived only from study and experience, to understand wherein consist the defects and shortcomings, and to point them out for avoidance and remedy. To master the essential and varied details of the administration of an institution so important and so arduous to manage as a Penitentiary, is no easy matter. Even a man of more than ordinary administrative ability, but without any previous knowledge or experience in dealing with convicts and the men who compose the staff, would require to exercise constant diligence and attention in becoming familiar with the rules which define his duties and in understanding their practical application. Upon this, as well as upon his faithfully and loyally carrying out the instructions which he receives, from the legally constituted authority, his success as an administrator will mainly hinge.

Corporal punishment was inflicted upon seven convicts in the course of the year. Five received thirtysix lashes each; one, thirty-nine, and one, eleven. Five out of the seven were punished for attempting to escape, an offence which, under the law as it exists, is dealt with by a court of competent jurisdiction. The aggregate number of lashes received by these convicts is greater than what were awarded in all the other Penitentiaries taken together. I do not question the justice or necessity of the punishment in any instance. I note the fact that a mode of punishment which is resorted to only in the most extreme cases, elsewhere, should be so often found necessary in this particular Penitentiary. The error committed in flogging those convicts who should have been tried before a criminal court for their offence, has increased, abnormally, the number of those who have suffered corporal punishment. As recommended in a former report, the Warden of a penitentiary should furnish to the Inspector, for your information, a statement setting forth the crime and the evidence

in each case where a convict is flogged. In England, before such punishment is inflicted, a report is made to the Secretary of State, who details an official to make special enquiry into the nature of the convict's offence, upon the result of which inquiry corporal punishment is either administered or it is not. The least that can be asked for, here, is what I have suggested.

The health of the convicts is reported by the Surgeon to have been very satisfactory.

A detached building with proper accommodation for a hospital is necessary. In this respect the advantage of a large ward and of rooms in the upper storey, where patients suffering from contagious disease can be isolated, are much greater here than in any of the other penitentiaries—Kingston excepted. No serious mischief or inconvenience can happen before the Public Works' Department can build the permanent hospital.

Some repairs and alterations are required in the front building, which will be attended to by the Public Works' Department in good season.

DORCHESTER.

The work on the new wing, which had been suspended for some time, through the failure of the contractors to carry it on, has been resumed. This is very necessary, as the cell accommodation has been for some time inadequate. Beds are provided in the passages for several convicts, for whom there are no cells.

The machinery transferred from St. John is not yet in operation. The delay in setting it up is accounted for by the Engineer having had so much other work to attend to, in connection with the heating of the building, the water-works, the iron work for the new wing, &c., that he could not devote the time necessary to finish the putting up of the machinery. In order to have the work completed, the Public Works Department has been requested to send a practical machinist to examine the work that has been done, in view of determining what outside aid will be required to assist the Engineer in putting the machinery in complete running order. In consequence of its not having been available for manufacturing purposes, loss and inconvenience have resulted, as the convicts could not be profitably employed. Most of them, last winter, were absolutely idle. I fear the same thing will happen this next winter. Broom making could have been carried on since the opening of the Penitentiary, as this industry does not depend upon the machinery in connection with the manufacture of butter tubs, which the Warden proposes to engage in, and the appliances for it are on hand.

The boiler house, which had been left in an unfinished state, also, by the contractors, is nearly finished. The brick work inside shows manifest proof of bad construction. It is entirely out of plumb and would have caved in, I am assured, had not the

walls been propped with buttresses and stayed with heavy planking, by the Clerk of the Works, Mr. Turnbull. The chimney, which is to be 100 feet high, is also falling asunder. It would be positively dangerous to build it on so rotten a foundation. The attention of the Public Works Department has been called to this fact, and of a certainty proper steps will be taken to remedy the defects. The duct, leading from the boiler house into the building basement for the heating and water pipes, planned and built under Mr. Turnbull's direction, is a solid and superior piece of work.

A capacious and well-ventilated roothouse, with a fine barn above it, has been built, and was found most useful last winter.

The hospital is now successfully heated by a Robb furnace. It would be a decided and necessary improvement to have it faced with stone. This would give it the requisite strength and make it weather proof.

The temporary dining hall being almost filled up, there being no provision for one yet, elsewhere, and the experiment having proved so satisfactory at St. Vincent de Paul, I think it well that the convicts have their meals in the cells,

The Warden bought some sheep of a good breed, last fall, and succeeded in raising a flock of fine lambs last season. The equivalent of the wool was got in yarn, which is spun into socks for the convicts, thus rendering unnecessary the purchase of these articles.

The new tank, to contain 200,000 gallons of water, is under contract, and is in course of construction. It appears to me that a mistake has been made in not building it of stone, as I recommended, instead of lumber, the appropriation being adequate for the better material. This reservoir should, for a long time to come, complete the water works.

A considerable quantity of the rough bush land has been cleared and fenced in, affording a good pasture for sheep. There is, I believe, no small risk in sheep farming, and the Warden would act wisely to see his way clearly before embarking in this enterprise to any great extent.

The crops, consisting of oats, barley, potatoes, turnips, carrots and parsnips, looked well and bade fair for a good harvest.

The one chapel is used in common by Protestants and Catholics. Separate chapels should be provided in order that divine worship be carried on according to the rules.

I am greatly pained to mention the fact that I found twelve youths some of them children, three being 16, five 15, one 14, one 13, one 12, and one 9 years old, confined here as convicts. Seven of them belong to the Province of New Brunswick, two to Nova Scotia, and three to Prince Edward's Island. Their sentences range from two

to six years. There can be no doubt that the judges felt sorely grieved over the necessity which was forced upon them of consigning mere boys to a convict penal institution, to be the companions of hardened and habitual criminals. Were the public men of the Maritime Provinces to visit this Penitentiary and see the pitiable and touching spectacle presented by those youths, as inmates of such a place, surely they would realize the necessity of their respective Government making an effort, jointly or separately, to establish a juvenile reformatory. Should this be thought premature or too expensive, they might possibly be induced to appropriate sums sufficient from each Province to have the boys belonging to it serve their terms out at Penetanguishene, or in the Reformatory School, on Mignon Street, Montreal, according as they may be, Protestant or Catholic. I think it would be quite safe to say that nowhere, in the civilized world, to-day, could a similar instance be found, so much at variance with the spirit and progress of the age, so opposed to every principle of Christian charity, to the natural promptings of the human mind, even unenlightened by the teachings of revelation or morality, as the joint Penitentiary for the Maritime Provinces unhappily supplies. If, seven years ago, I had not had a like revolting picture presented to me, in one of the jails of a certain Gulf Province, where the shrill falsetto of boys from 8 to 12, mingled with the rough and deep tones of hoary headed men grown old in vice and crime, in giving utterance to obscenity and blasphemy, I might not feel so keenly or write so strongly in condemnation of what I cannot help regarding as a revolting anomaly—which is a standing disgrace to the people and to the Provinces where it is suffered to exist. If, in view of wiping out at once and forever so dark a stain from the fair escutcheon of the Dominion, I be permitted to make a suggestion, I would earnestly recommend that a bargain be given of either the former Penitentiary of St. John, N.B., or the one at Halifax, to be converted into a male Reformatory for the Maritime Provinces. Something should be done and immediately, to rescue Canada's fair name from the obloquy which the outside world must attach to it in connection with the boy convicts of Dorchester Penitentiary. Beyond a doubt, the judges sentenced these boys to the Penitentiary to save them from the fouler abyss, the deeper contamination of the common jails; but, is it not to be deplored that these ministers of the law had no other than this dreadful alternative? As public attention was called to this matter by a portion of the press of the Lower Provinces, the delicacy and embarrassment which I would otherwise have had in adverting to it in this report, are thereby removed.

The Surgeon reports the hygienic condition in a very satisfactory state, and the general health good, although the mortality percentage is higher than heretofore, owing to the greatly impaired condition of health before commitment of those who have died. He refers to the physical deterioration of those imprisoned within the last two years, to the number in poor health when received, and to the percentage of coloured men with organic disease being double that of white men.

The Protestant Chaplain had eighty-five males and one female under his spiritual supervision. He calls attention, as does the Surgeon, to the number of "mere

boys" that have been sent to this Penitentiary. He reports that religious services have been regularly held, and that the Coadjutor Bishop of Fredericton paid a visit to the prison.

The Catholic Chaplain held divine service every Sunday. He states that the convicts manifested exemplary respect and piety, and listened with attention to the instructions. A good choir has been organized. Bishop Sweeney paid a visit and addressed the prisoners.

The school has been very regularly attended; the conduct and general proficiency are satisfactory.

The books in the libraries are reported to be well worn out.

The Matron reports "little or no change" in her department. The employment has been the same as last year—prison housework, mending for males and preparing yarn. A better arrangement in the way of separate cells is desirable, but the more pressing requirements must be first met.

The conduct of the prisoners and their industry, so long as they had work to do, were very good.

No corporal punishment was inflicted during the year.

Four convicts attempted to escape, three of whom were immediately re-captured, and the fourth, Charles Perry, was shot dead in the bush, on the 23rd October, 1882.

Something is being done to repair the gross blunder which the Agent of the Public Works Department committed in building the officers' quarters on the wrong side of the road. The Warden is having them banked up, as well to prevent their tumbling down as to render them more habitable, by diminishing the ventilating capacity of the structures.

MANITOBA.

I found the prison at Stony Mountain over-crowded last June. On the night of my arrival I paid a visit to the prison wing, about midnight, in order to see how the convicts, for whom there is no cell accommodation, were disposed of. Entering the dormitory, I observed, on either side of the passage, surrounding the cells, ten prisoners sleeping upon mattresses spread here and there upon the flags, and in the basement three more were similarly provided for. It is a source of great anxiety and inconvenience to the Warden and his staff to have so many convicts outside of cells at night. There is also some danger, as these prisoners may, any time, concert an attack upon the night guards and carry it into effect. This has been prevented, I believe, heretofore, by the precautions taken and by the strict discipline observed. Where so strong a temptation to escape offers, it cannot be a matter of surprise if the

prisoners take advantage of it, sooner or later. There is every reason to apprehend that the present over-crowded state of the prison will lead to unpleasant consequences. The cells, as noted in former reports, are quite insecure, owing to the defective character of the locks and of the brick jambs. The Agent of the Public Works Department has been instructed to make them as secure as possible. Though iron casings for the doors were promised by the Public Works Department several months before, the Agent had received no instructions about them, when I visited the prison, last June. The sewers still remain defective and emit noxious exhalations, whenever a north wind prevails. I spoke to the Agent of the Public Works Department on the subject, who told me he had no instructions in reference to the matter. He is of opinion no permanent improvement can be made until a sewer be constructed on the east side of the building.

The Warden recommends that the mess system be again re-established among the officers, to be maintained partly by themselves and partly by the Government. In the unprotected state of the Penitentiary, the necessity of having the officers on hand, at all times, when the prisoners are not locked up, is obvious.

He deplores the frequent changes in the staff as injurious to discipline, eleven having been taken on among the minor officers during the year. Better advantages offer, in Manitoba, for young men qualified for the position of Guards, than the Penitentiary service can hold out. Therefore, the Warden thinks that better inducements must be held out in order to provide duly qualified officers.

The Deputy Minister of Justice, who accompanied me on my last visit of inspection to this Penitentiary, wrote to the Department of Public Works respecting the many repairs, improvements and other necessaries which were shown by the Warden to be required. Several of these matters have met with attention, while others, for some unexplained reason, remain in *statu quo*.

The details of a plot by certain convicts to escape, on the 8th December last, are given in the Warden's report. Viewing all the circumstances of the case, I cannot well see how the Warden could have taken any other course than the one he followed. I consider his action in the premises fully justified by reason of the doubt and difficulty in which he was placed through the character of the information he received in regard to the conspiracy. He had no other alternative than await events, and see whether the plot were a reality or a myth. The Warden, and the officers referred to in his report, acted with laudable courage and good judgment under trying and difficult surroundings, and deserve commendation.

A great deal of difficulty is still experienced in connection with the water supply, which is constantly running short. It is to be hoped the Public Works Department will take the most effectual means to remedy so great a defect.

It may be interesting to state what has been done by convict labour to supply the wants of the Penitentiary and improve the value of the Government property. Let it be remembered that when the Penitentiary was handed over, in 1876, to the Department of Justice by the Public Works Department, the prison building was the only structure on the Reserve, except an old frame stable. Since the spring of 1879, in the face of great difficulties and discouragement, the Warden has surrounded the Penitentiary with the products of convict labour, as follows:—

Three double stone cottages, one and a-half storeys, quarters for six officers and their families; one log cottage, one and a-half storeys, stone foundation, quarters for the Chief Keeper; a stone stable, with bastions for harness room and granary; a stone piggery of good dimensions; a stone pump or well-house; a dry stone boundary wall around the farm yard; a frame slaughter house; a stone ice house of large capacity; a commodious log schoolhouse; five wells, bored through rock, for the use of the out-buildings,—aggregate number of feet, 497; a stone forge and paint shop; a double stone cottage; a stone root house with cedar roof; a frame carriage and implements shed; fourteen porches for officers' quarters; a frame sheep-pen; a lime kiln of 700 bushels capacity; a tool house for garden, and a log cottage in course of erection. Moreover, seventy acres of land have been enclosed within a barbed iron fence, in three lots.

The construction of fourteen oak cells for the temporary accommodation of the surplus number of convicts, was asked for by the Deputy Minister of Justice, when at Stony Mountain.

Eleven Sioux Indians are imprisoned here for horse stealing beyond the borders. Upon the recommendation of the Warden, a blacksmith has been employed to teach them that trade, which will be of great advantage to them upon returning to their Band at the end of their sentence.

I found the discipline to be excellent. The conduct and industry of the convicts were reported to be very satisfactory.

The Surgeon states that "the general health of the convicts has been good." He urges the great necessity of a hospital. This will be provided as soon as possible by the Public Works Department. The sewerage and ventilation he pronounces "very defective." He also reports an increase in the number of lunatics. The Provincial Government purpose building a lunatic asylum next spring. Until this be ready for occupation, there does not appear to be any prospect of having the insane removed from the Penitentiary. Their presence there is exceedingly inconvenient.

The Protestant Chaplain expresses the "greatest satisfaction" in his work at the Penitentiary. He states that everything is done to make the services what

they should be, and that the convicts have no complaint to make about the services or the way they are treated.

The Catholic Chaplain reports that the convicts have given him entire satisfaction by their good conduct and the fulfilment of their religious duties. He speaks in highest terms of the conduct of the officers, especially of the courtesy of the Warden and Accountant.

It is the intention of the Minister of Public Works to order the erection of another wing and of other necessary buildings, including chapels, boiler house, workshops, hospital, &c., next spring. It would be well, at the same time, to commence the boundary wall, the want of which causes constant anxiety and annoyance to the Warden and his staff.

In my last Annual Report to you, I briefly referred to the financial affairs of this Penitentiary, and in so doing, I fear I was unintentionally guilty of doing the Warden injustice. In the remarks I made, I had in view the comparative expenditure of this with British Columbia Penitentiary, as these institutions are nearly on the same footing. Finding that the expenditure here exceeded that of British Columbia by more than \$3,000, it occurred to me that there was extravagance somewhere, and hence I intimated to the Warden that "by making the necessary effort, he should be able to show a more favourable balance sheet." In making this statement, I did not take into account an expenditure which has been made annually since the Penitentiary was first opened at the Old Stone Fort, in 1871, and which had been duly sanctioned at the time. I refer to an item of about \$3,600 for cordwood and coal oil, supplied to the officers, there being no similar expenditure in British Columbia Penitentiary. This accounts for the difference in expenditure in both places, and fully exonerates Mr. Warden Bedson's administration from any charge or suspicion of extravagance, in so far as the excess in expenditure over British Columbia is concerned. It is due to the Warden to make this explanation. I regret there has been any mistake in a matter respecting which the Warden is, reasonably enough, so sensitive.

By advice of the Deputy Minister of Justice, arrangements will be made with the Canadian Pacific Railway to get the supply of coal at greatly reduced price.

Corporal punishment—one lash—was inflicted on an Indian, merely as a caution

One successful and two unsuccessful attempts to escape were made during the year. Considering the great insecurity of the cells and that there is no boundary wall, this return argues constant vigilance and attention to duty on the part of the officers.

I fully concur with the Warden in recommending that the powers and discretion of the Agent of the Public Works Department at Winnipeg be enlarged, in connection

with repairs and improvements required at this Penitentiary. It very often happens that serious inconvenience and risk are incurred in consequence of the delays which occur in obtaining authority from Ottawa before any work, even of the most urgent nature, can be done.

BRITISH COLUMBIA.

Not having inspected this Penitentiary since its opening in October, 1878, I am not in a position to say anything about it of my own personal knowledge; therefore, it only remains for me to call attention to the Warden's and the other reports as conveying all the information upon the affairs of this institution which I possess.

Three attempts to escape were made by Indians during the year; one was successful, the other two were re-captured the same day on which they ran away. Three convicts were flogged, one of them twice, for conduct which has been reported by the Warden as bad in the extreme.

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

J. G. MOYLAN,
Inspector of Penitentiaries for Canada.

DEPARTMENT OF JUSTICE,
PENITENTIARIES BRANCH,
OTTAWA, 31st December, 1883.

OTTAWA, 7th January, 1884.

SIR,—I have the honor to report that the value of buildings, stock, &c., on hand at the several Penitentiaries, on the 30th June, 1883, are as follows:—

		\$	cts.	\$	cts.
<i>Kingston.</i>					
Prison buildings, steam engines, steam boilers, steam and hot water heating apparatus, steam pumps, tanks, water pipes, wharves, &c.		1,100,000	00		
Warden's house and premises.....		25,000	00		
Grist mill and fittings.....		2,800	00		
Storekeeper's department.....		5,994	00		
Clerk of Works' ".....		3,664	00		
Steward's ".....		10,193	00		
Carpenters' ".....		1,200	00		
Blacksmiths' ".....		1,800	00		
Tailors' ".....		5,031	00		
Bakers' ".....		514	00		
Libraries.....		1,600	00		
Kitchen.....		1,400	00		
Armory.....		1,100	00		
Farm and buildings.....		41,500	00		
Stables.....		2,350	00		
Tramway and cars.....		7,000	00		
Tools, &c.....		2,050	00		
Furniture—Offices, chapels and dining hall.....		1,500	00		
				1,214,696	00
<i>St. Vincent de Paul.</i>					
Prison buildings, &c.....		405,503	00		
Storekeeper's department.....		1,483	38		
Steward's ".....		26,153	15		
Tailors' ".....		2,105	12		
Tinsmiths' ".....		290	31		
Shoemakers' ".....		434	13		
Bakers' ".....		704	04		
Blacksmiths' ".....		3,024	04		
Carpenters' ".....		1,698	50		
Engineers' ".....		1,516	01		
Stonecutters' ".....		4,308	67		
Armory.....		2,058	06		
Libraries.....		360	15		
Catholic chapel.....		2,392	10		
Protestant ".....		282	80		
Brickyard.....		1,270	15		
Hospital.....		690	87		
School.....		185	55		
Farm and stables.....		5,908	30		
Furniture—Offices.....		1,046	47		
				455,412	46
<i>Dorchester.</i>					
Prison buildings, &c.....		326,085	81		
Storekeeper's department.....		3,080	72		
Steward's ".....		1,094	47		
Shoemakers' ".....		402	92		
Carpenters' ".....		764	58		
Blacksmiths' ".....		54	36		
Tailors' ".....		357	74		
Masons' ".....		52	00		
Engineers' ".....		3,705	15		
Hospital.....		291	32		
Chapels.....		413	50		
Libraries.....		316	80		
Armory.....		580	75		
Farm and stock.....		3,150	49		
Stables.....		552	86		
Furniture—Offices.....		151	93		
				341,155	38
Carried forward.....				2,011,263	84

<i>Manitoba.</i>		\$	cts.	\$	cts.
Brought forward.....				2,011,263	84
Prison buildings.....		169,377	85		
Storekeeper's department.....		1,420	82		
Steward's ".....		2,991	17		
Carpenters' ".....		315	75		
Tailors' ".....		205	28		
Shoemakers' ".....		336	34		
Blacksmiths' ".....		308	39		
Bakers' ".....		236	82		
Library.....		104	50		
Protestant chapel.....		198	60		
Roman Catholic chapel.....		266	50		
School.....		130	55		
Pump room.....		1,913	05		
Armory.....		1,092	75		
Kitchen.....		407	65		
Hospital and surgery.....		375	00		
Mason and quarry tools.....		88	80		
Farm stock, &c.....		4,218	70		
Furniture, &c., officers' quarters.....		1,110	00		
				185,096	52
<i>British Columbia.</i>					
Prison buildings.....		162,635	41		
Storekeeper's department.....		3,886	43		
Steward's ".....		2,726	50		
Blacksmiths' ".....		344	25		
Catholic chapel.....		538	50		
Protestant ".....		154	75		
Hospital.....		410	00		
Kitchen.....		245	00		
Armory.....		450	50		
Carpenters' department.....		298	25		
Farm.....		3,786	60		
Office furniture.....		575	75		
Furniture, officers' quarters.....		357	00		
				176,408	94
RECAPITULATION.					
Kingston Penitentiary.....		1,214,696	00		
St. Vincent de Paul Penitentiary.....		455,412	46		
Dorchester ".....		341,155	38		
Manitoba ".....		185,098	52		
British Columbia ".....		176,408	94		
				2,372,771	30
				2,372,771	30

The estimates for financial year ending 30th June, 1885, are now being prepared, and will appear among those to be submitted to Parliament next Session, by the Honorable the Minister of Finance.

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

GEO. L. FOSTER,
Accountant of Penitentiaries.

JAS. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

KINGSTON PENITENTIARY.

REPORT OF THE WARDEN FOR THE FISCAL YEAR ENDING 30TH JUNE, 1883.

KINGSTON PENITENTIARY, July, 1883.

SIR,—I have the honor to submit my thirteenth Annual Report, with the usual Returns of Kingston Penitentiary, for the fiscal year ending 30th June, 1883.

The vote of the Dominion Legislature for the support of Kingston Penitentiary, during the fiscal year just closed, was \$120,949.77. Of this amount \$102,489.87 was expended; leaving a balance in the hands of the Government unexpended, of \$18,459.90. The chief reason for the non-expenditure of this sum was the decrease in our prison population. The average number during the previous fiscal year was 642. During the past year the average number was only 563.

The amount of cash remitted to the Receiver-General during the year, for convict labor, &c., was \$19,457.54.

There remained in Kingston Penitentiary, on the 30th June, 1882,—577 male and twenty-three female convicts.

Received Since—From common gaols, 125 males and four females; from other penitentiaries, four males and three females. Total received during the year, 129 males and seven females. These added to the number in the Penitentiary on the 30th June, made the total 706 males and thirty females. Total, 736.

Discharged during the year, by expiration of sentence, 150 males and eight females; by pardon, thirty males; by suicide, one male; by death, ten males; by escape, three males; making a total of 194 males and eight females disposed of in these ways. Leaving the total prison population on 30th June, 1883, 512 men and twenty-two women. Total 534—sixty-six convicts less than we had at the commencement of the fiscal year.

The daily average number of convicts in Kingston Penitentiary during the year was 563, and the cost per capita was as follows:—

For staff, \$76.67½; rations, \$53.26½; uniform clothing, \$10.93½; convicts' discharge clothing and cash for travelling allowance, &c., \$8.56½; heating, \$10.59½; light, \$2.21; bedding, 5½ cents; contingencies, \$1.74½; maintenance of buildings, \$7.34. Cost for all purposes of supporting each convict, \$171.35½. The revenue in cash remitted to the Receiver-General during the year, if distributed over the prison population, would amount to \$34.56 for each convict. This deducted from \$171.35½, would leave the actual outlay for the support of each convict, \$136.80. It is only just to state also that the cash revenue would have been larger by \$2,000, if this amount had not been deducted from Mr. L. B. Spencer's convict labor account for water and steam pipes, &c., furnished on account of the Department of Public Works. At other Dominion penitentiaries such supplies, as well as steam engines, boilers, &c., are furnished by the Department of Public Works from outside parties, but here nearly all the labor on these supplies is performed in our own workshops—and in the case of water and steam cast-iron pipes for mains, we supply the material also.

In some other countries than this, the convict labor question has been a "vexed" question for years, but in Canada there is no occasion for any anxiety about it. With the exception of this institution the other penitentiaries in the Dominion are new and small, and for many years all the convict labor they can command will be required for their extension and improvement. Even at Kingston Penitentiary the convict labor is employed in such a way as not to be felt as competing with outside free labor. Mr. Spencer's door lock manufactory is the only one of the kind in the

Dominion—hence he can only be said to compete with manufacturers in other countries.

I can profitably employ on the prison farm and other necessary labor required to improve the prison property, all the convicts whom I can trust to work outside the walls. And when opportunity offers, I hope the present very small cells—built forty years ago, and which are only 28 inches wide by 6 feet in height and 8 feet in length—will be replaced by cells much larger and more in accordance with what humanity requires. With our reduced prison population, this can be easily accomplished, as there is always one wing vacant. This could be wholly removed and a new block of enlarged cells substituted, and so on with the others, till the whole of the dormitories would be transformed into apartments fit for the occupation of human beings, which the present cells are not. In these, however, the convicts are obliged to pass fully half their time.

I hope also that the period is not far distant when my suggestions will be acted on for the purchase of three or four thousand dollars worth of machinery to manufacture blankets, rugs, cloth for prison uniform clothing, flannel for shirts and drawers and sock yarn for all the penitentiaries in the Dominion. We have admirable premises in which to place all the machinery required and surplus steam power to drive it.

During last winter the wharf, on the prison water front south, was extended 100 x 30 feet, in water 27 feet deep, forming a splendid and effectual barrier against the high waves raised by September gales, which formerly washed away nearly all the filling done during the summer.

Progress is being made in laying down water pipes for ordinary prison supply and fire purposes, and steam pipes and coils for steam heating. The three boilers in course of construction will be completed and ready to supply all the steam necessary, as soon as the pipe laying is accomplished. The main water and steam pipes are laid in large arch ducts in which a man can stand upright, so that the pipes are at all times accessible for examination, repair or adjustment.

The present system of lighting the Penitentiary with coal oil is expensive, inconvenient and, in some respects, unsafe. In view of these facts it is proposed to ask, through the Department of Public Works, for an appropriation to light the Prison with gas, or rather for the necessary machinery to do so. The Royal Military College, the Asylum for the insane here, and several factories in the city are lighted with gas, and in none of these are so many lights required as in this institution.

The convicts, as a whole, have behaved very well during the year, and their industry generally has been good.

The health of the prisoners has never been so good as during the past year.

In closing this Report, permit me to express the thanks of those members of the staff whose salaries were increased at the last Session of Parliament.

I am, Sir,

Your obedient servant,

JOHN CREIGHTON,

Warden.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries, Ottawa.

No. 1.
REVENUE.

Da. The Dominion of Canada, in Account with the Kingston Penitentiary, for Fiscal Year ended 30th June, 1883. Cr.

1882.		1883.		\$ cts.	\$ cts.
Aug. 30...	To Draft No. 417, remitted	June 30...	By Prison labor.....	14,732 67	
Sept. 26...	do 534	do 30...	Stone, &c	1,854 55	
Oct. 26...	do 562	do 30...	Tailors' department.....	2,235 76	
Nov. 28...	do 704	do 30...	Carpenters' do	41 16	
Dec. 27...	do 800	do 30...	Blacksmiths' do	23 70	
		do 30...	Light—oil barrels.....	71 70	
		do 30...	Gate money	488 00	
1883.					
Jan. 25...	do 908				
Feb. 27...	do 1,030				
March 29...	do 1,127				
April 25...	do 1,227				
May 26...	do 84				
June 25...	do 156				
do 30...	do 2				
July 13...	do 307				
				824 71	
				1,195 80	
				993 06	
				838 88	
				801 93	
				1,018 32	
				1,933 75	
				2,934 37	
				19,457 54	

S. W. SCOBELL,
Accountant.

No. 2.

EXPENDITURE.

Dr. The Dominion of Canada, in Account with the Kingston Penitentiary, for Year ended 30th June, 1883. Cr.

Date.	Amount.	Total.	Date.	Amount.
1883.		\$ cts.	1882.	\$ cts.
June 30...	To Salaries.....	40,444 37	July 21...	By Official cheque.....
do 30...	Retiring gratuities.....	158 33	do 31...	Monthly pay list.....
do 30...	Uniforms.....	2,564 82	Aug. 25...	July accounts.....
			do 31...	Monthly pay list.....
	Maintenance.....		Sept. 30...	August accounts.....
do 30...	Rations.....	29,987 90	do 30...	Monthly pay list.....
do 30...	Clothing.....	6,173 17	Oct. 18...	September accounts.....
do 30...	Convicts' travelling allowance.....	2,426 00	do 31...	Monthly pay list.....
do 30...	do discharge clothing.....	2,326 91	Nov. 18...	October accounts.....
do 30...	Bedding.....	32 13	do 30...	Monthly pay list.....
do 30...	Interments.....	23 00	Dec. 22...	November accounts.....
do 30...	Chapels.....	92 78	do 30...	Monthly pay list.....
do 30...	Libraries.....	290 05	1883.	
do 30...	School.....	78 12	Jan. 18...	December accounts.....
do 30...	Hospital and asylum.....	991 06	do 24...	Monthly pay list.....
do 30...	Contingencies.....	964 17	Feb. 16...	January accounts.....
			do 28...	Monthly pay list.....
	Working Expenses—		March 21...	February accounts.....
do 30...	Heating.....	5,965 10	do 31...	Monthly pay list.....
do 30...	Light.....	1,244 74	April 16...	March accounts.....
do 30...	Maintenance of buildings.....	4,132 15	do 30...	Monthly pay list.....
do 30...	do machinery.....	704 39	May 16...	April accounts.....
do 30...	Armoury.....	44 00	do 31...	Monthly pay list.....
do 30...	Kitchen.....	167 81	June 16...	May accounts.....
do 30...	Farm and stables.....	1,791 78	do 30...	Monthly pay list.....
do 30...	Stationery Office.....	323 86	July 19...	June accounts.....
do 30...	Queen's Printer.....	104 22		
	Capital Account.....	14,477 05		
do 30...	Refund Deposit No. 194.....	1,442 23		
July 11...		377 26		
		102,916 95		

No. 3.

DEBTS owing the Kingston Penitentiary on the 30th, June, 1883.

Good debts.....	\$1,421 85
Old and doubtful.....	67 48
	<u>\$1,489 33</u>

No 4.

CLAIMS against the Penitentiary.

As on the 30th June, 1883.....	\$4,962 57
Amount subsequently paid.....	<u>4,962 57</u>

S. W. SCOBELL,
Accountant.

No. 5.

NOMINAL LIST of Officers in the Kingston Penitentiary, as on the 30th June, 1883,
giving Rate of Pay, Age and Date of Appointment.

Name.	Rank.	Salary.	Age	Date of Appointment.	Remarks.
		\$ cts.			
John Creighton.....	Warden	2,600 00	66	Jan. 1, 1871	
William Sullivan.....	Deputy Warden.....	1,400 00	47	Sept. 1, 1871	
Michael Lavell.....	Surgeon.....	1,800 00	58	Oct. 1, 1872	
S. W. Scobell.....	Accountant.....	1,000 00	59	Dec. 1, 1879	
Rev. C. E. Cartwright.....	Protestant Chaplain...	1,200 00	46	Oct. 25, 1875	
Rev. P. A. Towhey.....	R. C. Chaplain.....	1,200 00	34	Dec. 18, 1875	
Robert R. Creighton.....	Clerk.....	700 00	22	Feb. 17, 1882	
P. O'Donnell.....	Storekeeper.....	900 00	47	June 19, 1857	
James B. Mathewson.....	Schoolmaster.....	600 00	47	Sept. 1, 1859	
James Weir.....	Steward.....	650 00	34	Sept. 1, 1881	
Mary Leahy.....	Matron.....	500 00	45	Jan. 16, 1861	
Mary Bostridge.....	Deputy Matron.....	300 00	57	Feb. 1, 1870	
James Adams.....	Chief Trade Instructor.	1,000 00	50	March 1, 1869	
William Gemmill.....	Trade Instructor.....	1,000 00	67	Jan. 19, 1870	
James Halliday.....	Hospital Keeper.....	700 00	56	Jan. 19, 1867	
Michael Leahy.....	2nd Class Instructor...	650 00	52	Nov. 1, 1859	
Patrick O'Connor.....	Miller.....	600 00	30	Dec. 18, 1882	
Robert Hewton.....	Keeper.....	500 00	41	June 1, 1882	
David Cunningham.....	do.....	500 00	50	Jan. 8, 1883	
James B. Mathewson.....	do.....	500 00	46	Sept. 6, 1859	
Alexander Elsmere.....	do.....	500 00	54	Sept. 1, 1857	
Thomas Davidson.....	do.....	500 00	50	Nov. 1, 1857	
Thomas Carter.....	do.....	500 00	56	July 26, 1854	
James Evans.....	do.....	500 00	47	Nov. 1, 1881	
William Coward.....	Baker.....	560 00	28	June 1, 1878	
John Swift.....	Messenger.....	560 00	69	June 1, 1835	
Wm. McConnell.....	Farmer and Gardener.	560 00	46	April 16, 1863	
Allan McDonald.....	Guard.....	450 00	58	April 24, 1856	
Richard Holland.....	do.....	450 00	52	May, 1868	
Bernard McGeen.....	do.....	450 00	46	March, 1859	
Edward Mooney.....	do.....	450 00	40	Sept. 27, 1864	
John Kennedy.....	do.....	450 00	30	June 1, 1881	
Nicholas Hugo.....	do.....	450 00	60	March, 1865	
George Holland.....	do.....	450 00	63	April 9, 1868	
Michael Brennan.....	do.....	450 00	40	Oct. 3, 1866	
Robert Priestly.....	do.....	450 00	59	June 4, 1855	
James Bryson.....	do.....	450 00	43	June, 1866	

NOMINAL LIST of Officers in the Kingston Penitentiary, &c.—*Concluded.*

Name.	Rank.	Salary.	Age	Date of Appointment.	Remarks.
		\$ cts.			
Jeremiah O'Driscoll.....	Guard	450 00	52	Oct. 10, 1866	
Thomas Payne.....	do	450 00	60	Dec. 13, 1866	
Daniel Fitzgibbons.....	do	450 00	55	Jan. 1, 1868	
Thomas Smith.....	do	450 00	47	March 19, 1860	
John Regan.....	do	450 00	54	Oct. 18, 1850	
Charles McNeill.....	do	450 00	63	Aug. 18, 1859	
James Doyle.....	do	450 00	44	Aug. 18, 1868	
John Scally.....	do	450 00	46	March 1, 1870	
Thomas Moore.....	do	450 00	39	May 9, 1870	
Jeremiah Dillon.....	do	450 00	46	Jan. 1, 1871	
Edward Burke, sen.....	do	450 00	65	June 20, 1868	
John Mills.....	do	450 00	32	Oct. 17, 1875	
Robert McAuley.....	do	450 00	44	Jan. 31, 1868	
George McAuley.....	do	450 00	44	Oct. 2, 1876	
Lawrence Walsh.....	do	450 00	39	Dec. 17, 1867	
William Hurst.....	do	450 00	44	March, 1877	
Chas. McConville.....	do	450 00	37	Aug, 1877	
Alexander Atkins.....	do	450 00	26	June, 1878	
Edwin J. Adams.....	do	450 00	34	July, 1878	
Andrew Jamieson.....	do	450 00	33	Aug. 2, 1879	
John Donnelly.....	do	450 00	29	Nov. 2, 1879	
Robert Appelton.....	do	450 00	30	July 1, 1880	
James G. Baldock.....	do	450 00	33	Aug. 1, 1880	
Charles Bostridge.....	do	450 00	35	April 10, 1882	
Herbert Cockburn.....	do	450 00	24	June 27, 1882	
A. Sutherland.....	do	450 00	30	Jan. 8, 1883	
Edward Fidiar.....	do	450 00	.....	April 24, 1883	
Thomas Thompson.....	do	450 00	41	May 18, 1883	
Henry Woodhouse.....	Teamster.....	350 00	47	Sept. 1, 1872	
William C. Bell.....	do	350 00	40	April 9, 1877	
Michael J. Kennedy.....	do	350 00	27	April 1, 1872	
Edwin Burke, jun.....	do	350 00	23	June 1, 1881	

No. 6.

FARM ACCOUNT, Kingston Penitentiary, for the Year ended 30th June, 1883.

DR.		CR.	
	\$ cts		\$ cts.
To Seeds and manure	720 75	By 1,040½ bush. potatoes, at 50c.....	520 25
Labor of two span of horses and two Teamsters.....	1,032 90	520 do small potatoes, at 25c.....	130 00
Pigs' feed from dining hall.....	100 00	160 do tomatoes, at 70c.....	112 00
Salary of Farm Gardener.....	560 00	254 do onions, at \$1.....	254 00
do two Guards for one year...	900 00	800 do carrots, at 40c.....	320 00
Labor of Convicts for 4,871 days, at 40 cents	1,948 40	71 do turnips, at 40c.....	28 40
10 barrels of land plaster.....	9 40	55½ do beans, at \$1.50.....	83 25
3 bushels of vetches	3 60	342 do parsnips, at 60c.....	205 20
Tools and sundries.	45 55	288 do beets, at 50c.....	144 00
		284 do peas, at 85c.....	241 40
		2,561 do oats, at 40c.....	1,024 40
		100 do summer savory, at 5c....	5 00
Balance	5,320 60	10 do plums, at 60c.....	6 00
	1,046 65	333 doz. green corn, at 15c.....	49 95
		8,390 heads cabbage, at 8c.....	671 20
		9,280 do lettuce, at 1c.....	92 80
		968 do celery, at 5c.....	48 40
		42 tons hay, at \$12.....	504 00
		62½ do straw, at \$6.....	375 00
		6 do pea straw, at \$4.....	24 00
		Parsley.....	2 00
		Sage	1 00
		16,730 lbs. pork, at 9c.....	1,505 70
		1 acre vetches	10 00
		65 qts. black currants, at 10c.....	6 50
		40 qts. red do at 7c.....	2 80
	6,367 25		6,367 25

No. 7.

DISTRIBUTION of Convicts at the Kingston Penitentiary on 30th June, 1883.

How Employed.	No. of Men.	How Employed.	No. of Men.
Carpenters' shop.....	37	Storekeeper and North Lodge	2
Blacksmiths' do	47	Wings.....	12
Stonemasons' do	19	Drying-room	20
Mason gang	19	Foundry	117
Labor do	8	Stone pile and buckground.....	21
Railroad gang.....	2	Churches.....	2
Dining hall, kitchen, &c.....	19	Mess room.....	1
Wash-house	10	Compost ground.....	1
Tailor and shoe shop.....	75	Quarry gang	25
Bakery.....	6	Asylum	30
Farm and gardeners.....	24	Female department.....	22
Hospital patients	12		
Hospital orderlies.....	3	Total.....	534

No. 8.

RETURN of Convicts who have been Pardoned out of the Kingston Penitentiary during the Year ended 30th June, 1883.

No.	Name.	Crime.	Place.
1	Samuel White	Injury to propery.....	Halifax.
2	Richard Foster	do	do
3	Thomas Murphy	Burglary	Wentworth.
4	Edson Joslin	Burglary and larceny	Lambton.
5	A. G. Russell	Forgery	Carleton.
6	Frederick Jacobs.....	Shop breaking.....	York.
7	John Nelson	Felonious wounding	do
8	Joø Wilkinson	Opening post office letter.....	Wentworth.
9	James Hortop.....	Forger and uttering.....	Ontario.
10	Lewis Pecor.....	Rape	Leeds and Grenville.
11	John Lasha	do	do
12	E. B. Sparham.....	Murder.....	do
13	George Wright	Larceny.....	York.
14	James McCann	Manslaughter.....	Dorchester Penitentiary.
15	Archibald McTaggart.....	Burglary.....	Wentworth.
16	Dennis Moore.....	do	do
17	John Tillotson.....	Arson.....	Renfrew.
18	Thos. Spellman.....	do	Elgin.
19	Horatio Thomas	Horse stealing.....	Wentworth.
20	John Yellow	Manslaughter.....	Brant.
21	Louis Desmarteau.....	Burglary and larceny.....	Montreal.
22	James Sands.....	Burglary	Waterloo.
23	Frederick Field	Horse stealing.....	Kent.
24	William McLeod.....	Larceny.....	Elgin.
25	Andrew Thompson.....	Burglary and larceny	Peel.
26	John Gorrell	Robbery.....	Leeds and Grenville.
27	Frank Meeker	Wounding with intent	York.
28	Robert Scott.....	Robbery.....	Leeds and Grenville.
29	George Tryon	Murder.....	Simcoe.
30	Joseph Hanson.....	Larceny.....	Elgin.
31	Edward Grant.....	Sending threatening letter.....	Oxford.

No 9.

RETURN of Convicts who have Died in the Kingston Penitentiary during the Year ended 30th June, 1883, giving Crime and Place of Conviction.

No.	Name.	Crime.	Name.
1	Daniel Smith	Murder.....	Northumberland, &c.
2	Charles Wilson.....	Burglary and larceny	York.
3	Samuel Betterely	Receiving	Elgin.
4	Michael Cunningham	Larceny.....	Perth.
5	James Fox	Shooting.....	York.
6	James Holmes.....	Felony	Renfrew.
7	Frank Kiso	Wounding with intent.....	Simcoe.
8	Matthew Allen.....	Burglary and larceny	Middlesex.
9	Francis Marbonne.....	Accessory to murder.....	Terrebonne.
10	Henry Goodman.....	Horse stealing	Northumberland, &c.
11	John Bell	Larceny.....	Lambton.

No. 10.

RETURN of Convicts who have been Re-committed to the Kingston Penitentiary during the Year ended 30th June, 1883.

Number.	Name.	1st Re-commitment.	2nd Re-commitment.	3rd Re-commitment.
1	Charles Webb.....	1		
2	John McQuisig.....	1		
3	Carter Mason.....			1
4	John Davis.....	1		
5	George Ward.....	1		
6	William Murphy.....	1		
7	Joseph Parker.....	1		
8	Thomas Brennan.....	1		
9	William Smith.....	1		
10	John E. Keckwich.....	1		
11	Joseph Green.....	1		
12	Charles Field.....	1		
13	John Simmons.....		1	
14	James Jones.....	1		
15	Logan Keys.....	1		
16	James Alexander.....		1	
17	Stuart Farrell.....	1		
18	Thomas White.....	1		
19	William Johnston.....	1		
20	Charles Shipley.....		1	
21	Charles Marcotte.....	1		
22	Theodore Tymet.....	1		
23	Thomas Evans.....			1
24	Octave Gibault.....		1	

No. 11.

RETURN of Remission of Sentence earned by Convicts discharged from the Kingston Penitentiary during the Year ended 30th June, 1883.

No.	Days.	No.	Days.	No.	Days.	No.	Days.
4		1	99	1	166		
1	9	1	101	1	175	1	239
1	29	1	103	1	178	1	240
1	33	1	104	1	179	1	243
1	36	1	105	1	180	1	264
1	40	3	106	1	181	1	282
1	42	3	107	1	183	1	295
2	53	1	108	1	184	1	328
1	57	1	112	1	188	1	331
1	58	3	115	1	189	1	387
1	59	1	116	1	192	1	392
3	61	1	119	1	194	1	489
1	62	1	123	1	195	1	497
1	63	4	124	1	198		
2	71	1	125	1	199	152	
4	78	1	126	1	201		
1	74	3	127	1	203		
3	75	8	128	1	218		
4	76	1	129	2	219		
1	77	4	131	4	224		
8	79	1	132	1	226		
1	81	1	136	1	227		
3	82	1	140	1	228		
1	91	1	141	1	231		
2	92	1	150	1	232		
1	94	1	151	1	233		
1	95	1	157	3	234		
1	97	1	160	4	235		
				1	237		

No. 12.

RETURN of Value of Labour, exclusive of Material on Work, done in the Kingston Penitentiary, for the Year ended 30th June, 1883.

Various Departments.	Amount.
Carpenter and Trade Department.....	\$ 5,580 50
Mason and Stone Cutter.....	14,706 10
Blacksmith and Machine Shops.....	6,535 50
Lock Department	13,587 00
Tailor Shop.....	4,893 38
Shoe Shop.....	2,563 00
Female Prison.....	2,137 90
Farm, Stables, Teamsters, &c.....	2,532 49
Bakery	790 00
Cooks, Cleaners, Orderlies, &c.....	4,589 20
	57,914 96

No. 13.

STATEMENT of Movement of Convicts at Kingston Penitentiary, from midnight of the 30th June, 1882, until midnight of the 30th June, 1883.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
Remaining on 30th June, 1882.....				577	23	600
Received since:—						
From Common Jails	125	4	129			
Other Penitentiaries.....	4	3	7	129	7	136
				706	30	736
Discharged since:—						
By Expiration of Sentence.....	144	8	152			
Pardon.....	30		30			
Sent to Lunatic Asylum.....	6		6			
Death.....	10		10			
Suicide.....	1		1			
Escape.....	3		3	194	8	202
				512	22	534

No. 14.

COMPARATIVE STATEMENT of Movement of Convicts in Kingston Penitentiary for 10½ years preceding 30th June, 1883.

YEARS.	ADMISSIONS.										DISCHARGES.										Remaining at end of Year.			Yearly Average.		
	Common Jails.					Returned by Order of Court.					TOTAL.					Other Penitentiaries.									TOTAL.	
	Male.	Female.	Lunatic Asy.	Reformatory.	Other Penitentiaries.	Recaptured.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.		Female.	Male.	Female.	Total.
1873.....	141	3	3	3	1	1	146	3	149	143	15	26	1	4	6	119	298	16	314	368	15	384	432½			
1874.....	145	12	5	5	2	2	150	14	164	111	6	18	1	1	4	134	6	149	385	23	408	390½				
1875.....	187	6	5	5	158	1	346	6	352	115	6	30	1	6	5	1	3	159	8	167	572	21	593	508½		
1876.....	216	7	5	5	62	1	279	8	287	114	10	19	10	1	7	3	13	166	11	177	685	18	703	67½		
1877.....	69	7	23	1	2	2	94	8	102	79	3	18	1	3	6	106	4	110	673	22	695	683½				
1877-78.....	215	9	5	5	64	2	279	11	290	208	6	40	1	2	1	1	252	7	259	700	26	726	692½			
1878-79.....	202	9	5	5	68	1	270	10	280	182	6	48	3	1	7	237	10	247	733	26	759	746½				
1879-80.....	180	8	5	3	42	2	226	10	236	203	10	85	2	1	9	2	248	15	263	711	21	732	737½			
1880-81.....	131	7	5	2	67	4	205	11	216	190	6	34	2	2	1	1	6	235	8	243	681	24	705	704½		
1881-82.....	105	8	5	5	8	5	113	8	121	175	8	29	5	5	11	1	217	8	225	577	24	601	612			
1882-83.....	125	4	5	5	4	3	129	7	136	144	8	30	6	6	10	3	194	8	202	512	22	534	534			
Total.....	1716	80	28	1	476	15	2237	96	2333	1664	84	327	11	35	3	2	67	3	17	1	133	2246	101	2347	612	

No. 15.

CRIMINAL Statistics, Kingston Penitentiary, for the Year ending 30th June, 1883.

Description.			Description.						
	Male.	Female.	Total.		Male.	Female.	Total.		
Race.	White	121	7	128	Occupation.	Sailors	5	5	
	Colored	8		8		Broom-maker	1	1	
		129	7	136		Hostler	1	1	
Martial.	Married	42	4	46		Gardeners	2	2	
	Single	87	3	90		Stonemasons	3	3	
		129	7	136		Telegraph operator	2	2	
Age.	Under 20 years	19	1	20		Barbers	3	3	
	From 20 to 30 years	56	2	58		Mason	1	1	
	30 to 40 do	28	3	31		Bricklayer	1	1	
	40 to 50 do	12		12		Painter	1	1	
	50 to 60 do	7		7		Shoemakers	3	3	
	Over 60 years	7	1	8		Fitter	1	1	
		129	7	136		Fisherman	1	1	
						Gilder	1	1	
							129	129	
Education.	Cannot read	30	1	31	Crimes.	Larceny	43	4	47
	Read only	5		5		Burglary	23		23
	Read and write	94	6	100		Receiving stolen money		1	1
		129	7	136		Felony	3		3
Moral habits	Abstinate	17	2	19		Horse stealing	8		8
	Temperate	72	2	74		Cattle stealing	2		2
	Intemperate	40	3	43		Post office robbery	1		1
		129	7	136		Counterfeiting	3		3
Country.	England	20	2	22		Robbery	2		2
	Ireland	13	2	15		Highway robbery	1		1
	Scotland	2		2		Larceny and receiving	1		1
	Ontario	61	1	62		Shop-breaking	1		1
	Quebec	15	2	17		Forgery	8		8
	United States	13		13		Embezzlement	1		1
	Germany	3		3		Manlaughter	5		5
	South America	1		1		Murder	3		3
	Prussia	1		1		Felonious shooting	4		4
		129	7	136		Attempt to murder	1		1
Occupation.	Clerks	6		6		Poisoning		1	1
	Laborers	63		63		Assault	5		5
	Carpenters	3		3		Arson	2		2
	Blacksmiths	5		5		Rape	5		5
	Machinists	2		2		Attempt at rape	2		2
	Cooks	2		2		Indecent assault	1		1
	Tailors	6		6		Buggery	2		2
	Butchers	3		3		Sending threat letter	1		1
	Farmers	10		10		Not supporting family	1		1
	Drawing master	1		1			129	7	136
	Merchants	2		2	Counties.	York	32	2	34
						Perth	4		4
						Leeds and Grenville	3		3
						Peel	4		4
						Carleton	9	2	11
						Lincoln	4		4
						Ontario	2		2
						Renfrew	4		4
						Welland	3		3
						Norfolk	3		3

No. 15.—CRIMINAL Statistics, Kingston Penitentiary—*Concluded.*

—		Male.	Female.	Total.	—		Male.	Female.	Total.
Description.					Description.				
Counties ...	St. Vincent de Paul Penitentiary.....	5	3	8	Counties ...	Northumberland and Durham.....	5	.....	5
	Lennox and Addington Penit.....	6	.....	6		Brant.....	1	.....	1
	Essex.....	5	.....	5		Wentworth.....	6	.....	6
	Elgin.....	1	.....	1		Prince Edward.....	3	.....	3
	Wellington.....	5	.....	5		Peterboro'.....	1	.....	1
	Middlesex.....	1	.....	1		Lambton.....	1	.....	1
	Stormont, Dundas and Glengarry.....	6	.....	6		Hastings.....	2	.....	2
	Huron.....	1	.....	1		Haldimand.....	1	.....	1
	Frontenac.....	1	.....	1		Lanark.....	1	.....	1
	Waterloo.....	5	.....	5			129	7	136
		3	.....	3					

No. 16.

SUMMARY of Punishments awarded in the Kingston Penitentiary, for the Year ending 30th June, 1883.

Months,	Number in Dark Cells.	Number in Solitary Cells.	Number Flogged.	Number of Lashes Inflicted.	Number who lost Remission.	Number Deprived of School.	Number who lost Light.	Number Admonished.
1882.								
July.....	16	3	.....	.....	18	.....	3	3
August.....	18	.....	.....	.....	11	.....	6	3
September.....	7	.....	1	36	6	.....	.....	.....
October.....	8	2	.....	.....	8	.....	.....	.....
November.....	16	.....	.....	.....	17	.....	6	2
December.....	8	.....	.....	.....	16	.....	3	1
1883.								
January.....	13	.....	.....	.....	10	1	13	2
February.....	17	.....	.....	.....	12	.....	8	1
March.....	10	.....	.....	.....	12	1	.....	1
April.....	19	.....	.....	.....	8	.....	.....	.....
May.....	11	.....	.....	.....	2	.....	.....	.....
June.....	24	.....	.....	.....	18	.....	1	4

No. 17.

NUMBER of Punishments in the Female Department, for the Year ended 30th June, 1883.

	Total.	Remarks.
Reports and reported, July	1	
do October.....	2	
Solitary cell.....	1	
Not acted upon.....	2	
Total.....	6	

No. 18.

REPORT OF THE PROTESTANT CHAPLAIN.

KINGSTON PENITENTIARY, July, 1883.

SIR,—In presenting my Report for the year ended June, 1883, I have but little to call attention to, with the exception of a falling off in the total number of convicts as compared with last year.

The duties have been duly performed, and the hospital visited as usual. The school continues to do good work under six officers.

The library continues a great boon to the men. A convict lately discharged told me that the perusal of Roe's "Barriers Burned Away" had made him resolve to lead an honest life in future. I think the general value of good books, which the men will read, in preventing them brooding over crime and in supplying sound mental food, can scarcely be overrated.

I would respectfully suggest that it is a pity that there is no other way of punishing lads of fifteen than by sending them to an associated prison where they cannot be kept from learning much that they would be better not to know. If some way could be devised by which such offenders, or indeed all under age, should receive from three to six months solitary confinement, I think it would be more efficient in reforming the criminal and deterring others, than the same number of years in an associated prison.

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

C. E. CARTWRIGHT.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 19.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

KINGSTON PENITENTIARY, JULY, 1883.

DEAR SIR,—I have the honor of placing before you my ninth Annual Report as Catholic Chaplain of the Penitentiary.

The health of the convicts during the past year has been very good. It is remarkable that an institution receiving, as the Penitentiary does, men so different in constitution and method of past living, remains so free from sickness of every kind. This healthy condition of the place is, no doubt, attributable to its cleanliness. The Penitentiary is a model in this respect.

The officers are attentive to their duties, and I am pleased to learn the Government has favorably considered their petition for an increase of salary. In the past the guards received a mere pittance, certainly not enough of pay for the work expected of them. We have all heard it said their pay was better than that received by laborers who have harder work to do. I would answer this objection by saying that a prison official should not be ranked as an ordinary laborer. He should be a man of intelligence and at least of some education, that convicts may not look on him as their inferior. That men of this class may be procured, or retained if already employed, a liberal salary must be given them. As to the work done, I believe people not acquainted with penitentiary matters to have a very erroneous opinion. If those who think the life of a guard an easy one, do his work for one month in any season, but particularly in winter, I am convinced the long hours, the Sunday occupation, the frequent night duty, the constant anxiety, and the danger of assault from vicious men, and the partially insane with which prisons of this kind abound, will, at the end of this term, admit that the life of a guard is not the easy one their fancy had painted it. Others tell us the maintenance of the penitentiary is a great burden to the country, and should be made self-supporting. How are people to be satisfied? The moment any work is done inside the prison wall, a cry is raised that bad men are learning trades at the expense of the country, and are competing in the market with honest labor. Yet all expect to have their lives and property protected, and, as far as possible, to have the number of criminals lessened. How is this to be done? Religion, of course, must have the first place; then comes the work of intelligent and capable officers preventing certain men from having intercourse with one another, and preventing the dissemination of bad books and pamphlets which are apt to find their way into a penitentiary no matter how strict the rules and careful the supervision of the Warden; and finally the convicts must have the means of acquiring a taste for work.

I have the honor to be, Sir,

Your obedient servant,

P. A. TWOHEY,
Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 20.

KINGSTON PENITENTIARY, 30th June, 1883.

SIR,—I have the honor to present my Report for the year ending 30th June, 1883.

The annexed tables present the actual condition of the sick and insane in this institution during the year.

It will be noticed that we have had no sickness of a special character, the prevalent diseases in no sense differing from similar cases occurring outside. No epidemic has visited us, and all remedial cases of disease have readily responded to treatment.

Of course the sick have every chance in the way of nursing and attendance, nothing being withheld that will conduce to recovery.

The hospital overseer is prompt and attentive in exercising a critical and intelligent oversight, as regards the hospital, and everything prescribed by the surgeon.

The number of seriously sick is comparatively small in proportion to the population. This, to some extent, may be accounted for in the fact, that the beginning of disease are promptly met.

The mortality table gives the causes of death, and the wonder is, taking into account the physical condition of those treated, that we have so many recoveries.

The hygienic condition of the Penitentiary could hardly be better, a statement of things which speak volumes for the management. In fact, under the circumstances, it could hardly be otherwise, for everything consistent with proper discipline is done to maintain health and vigor.

The insane patients are well cared for, and on the whole give little trouble; there are, of course, exceptional cases, but these become amenable to patient, but decided management.

The partially insane, who have lucid intervals, give the most trouble. The building occupied by these patients is admirably fitted for the purpose, and is noted for its cleanliness and comfort.

The patients are supplied from the hospital kitchen, and have all needed comforts. Many of them are life convicts and advanced in years, but seem quite at home in their quarters.

The number becoming insane in prison is very small, most of the present inmates being of weak intellect when sent here. Many of this class are utilized at work of some kind, and it is only the more troublesome ones that are taken into the asylum.

The number of prescriptions for all classes of convicts, exclusive of hospital patients, amounted to 1,570 for the year.

The number of officers absent from sickness twenty-one, some of these at various times, involving an absence from duty of 544 days.

I have the honor to be, Sir,

Your obedient servant,

M. LAVELL, M.D.,
Surgeon, Kingston Penitentiary.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

KINGSTON PENITENTIARY.

ANNUAL RETURN of Sick treated in Hospital, from 1st July, 1882, to 30th June, 1883.

Disease.	Remained.	Admitted.	Total.	Died.	Discharged.	Remaining.	Remarks.
Abscess.....	1	6	7		7		
Ascites.....							
Asthma.....		1	1			1	
Boils.....		4	4		4		
Bronchitis.....		5	5		4	1	
Burns.....		3	3		3		
Cephalœa.....		2	2		2		
Cholera.....		5	5		5		
Colic.....		3	3		3		
Contusion.....	1	8	9		9		
Cutaneous.....		3	3		3		
Cyrrhosis.....		1	1	1			
Cystitis.....		1	1				
Debility.....		5	5	1	4		
Diarrhœa.....		11	11		11		
Dysentery.....		2	2	1	1		
Dyspepsia.....	2	7	9		9		
Dementia.....		4	4		4		
Epilepsy.....							
Erysipelas.....		2	2		2		
Febricula.....	2	23	25		24	1	
Fever, intermittent.....		1	1		1		
do typhoid.....		13	13	1	10	2	
Fistula in Ano.....							
Fractura.....		1	1		1		
Gela io.....							
Heart disease.....		4	4	1	3		
Hemoptysis.....	1	2	3		3		
Homotémesis.....							
Hemorrhoids.....		2	2		2		
Hepatitis.....							
Hydrocile.....							
Lumbago.....		10	10		10		
Luxatura.....		1	1			1	
Malingering.....		22	22		19	3	
Neuralgia.....		4	4		3	1	
Ophthalmia.....		3	3		3		
Paralysis.....		1	1	1			
Phthisis.....		5	5	1	3	1	
Pneumonia.....		1	1		1		
Parturitie.....		1	1		1		
Rheumatism.....	2	8	10		10		
Sciatica.....							
Sprain.....		4	4		4		
Stricture.....		3	3		3		
Scrofula.....	1	3	4		4		
Syphilis.....		4	4		4		
Tonsillitis.....		2	2		2		
Ulcers.....		2	2		2		
Whitlow.....		4	4		3	1	
Wounds.....		18	18		18		
Total.....	10	215	225	8	205	12	

M. LAVELL, M D,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1883.

ANNUAL RETURN OF DEATHS IN THE HOSPITAL, KINGSTON PENITENTIARY, FROM 1st JULY, 1882, TO 30th JUNE, 1883.

No.	Names.	Age	Disease.	When Admitted.	Died.	Country.	No. of days in Hospital.	Remarks.
1	D. Smith.....	75	Debility.....	13th April, 1882.....	14th Aug., 1882.....	Canada.....	124	A worn out, intemperate man.
2	C. Wilson.....	26	Cyrrhosis.....	18th Nov., 1882.....	3rd Dec., 1882.....	do.....	16	A Negro of scrofulous diathesis.
3	S. Betterley.....	70	Dysentery.....	22nd Sept., 1882.....	6th Dec., 1882.....	do.....	76	In an exhausted state when received into prison.
4	M. Cunningham.....	51	Paralysis.....	2nd Sept., 1883.....	9th Jan., 1883.....	Ireland.....	130	Induced by previous intemperance.
5	J. Fox.....	60	Cystitis.....	28th Jan., 1883.....	4th Feb., 1883.....	do.....	8	A worn out, intemperate debauchee.
6	F. Keys.....	.....	Phthisis.....	4th March, 1883.....	16th March, 1883.....	Canada.....	13	Indian of scrofulous constitution.
7	J. Holmes.....	80	Heart disease.....	3rd Nov., 1882.....	19th March, 1883.....	Ireland.....	137	General dropsy supervened owing to relaxed action of heart.
8	H. Goodman.....	19	Typhoid fever.....	9th May, 1883.....	5th June, 1883.....	Canada.....	18	Disease complicated with chorea.

STATEMENT OF ACCIDENTS TO CONVICTS IN KINGSTON PENITENTIARY, FROM 1st JULY, 1882, TO 30th JUNE, 1883.

Date.	Names.	Where Employed.	Nature of Accident.	Cause of Accident.	No. of days in Hospital.	Remarks.
1892.						
July 10...	J. Steel.....	Stone shed.....	Contusion of great toe.....	Fall of stone.....	69	His own carelessness.
Dec. 9...	Geo. Hall.....	Quarry.....	Fracture of tibia, right leg.....	Fall of car of railroad iron.....	108	Whilst unloading.
1893.						
June 21...	Jos. O. Jacobs.....	Yard.....	Dislocation of left shoulder joint.....	Fall through an open trap door, carpenter's shop.....	10	Still in hospital.

M. LA VELL, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1883.

KINGSTON PENITENTIARY.

ANNUAL Return of Criminal Insane Convicts in the Insane Asylum, in connection with the above Penitentiary, from 1st July, 1882, to 30th June, 1883.

Distribution.	Male.	Female.	Total.
Remained under treatment on 30th June, 1882.....	32	2	34
Since admitted—			
Kingston Penitentiary.....	9		9
St. Vincent de Paul Penitentiary	4		4
Dorchester Penitentiary.....			
Manitoba Penitentiary.....			
British Columbia Penitentiary.....			
Total number under treatment during the above period...	45	2	47
Discharged—			
Cured.....	5		5
Improved sufficiently to resume work.....	2		2
Transferred to Provincial Asylum on expiration of sentence.....	6		6
Died.....	3		3
Remaining under treatment on 30th June, 1883.....	29	2	31

OBITUARY.

No.	Reg. No.	Age	Date of Death.	Duration of Insanity.	Proximate cause of Death.	Remarks.
1	82	82	April 3, 1883.....	1 $\frac{1}{2}$ years.....	Pneumonia.....	An old worn out subject. Jumped from top flat of building while passing from deaf room to dormitory. Killed instantly. Constitution completely broken down by dissipation.
2	97	43	April 7, 1883.....	9 $\frac{1}{2}$ do	Suicide.....	
3	98	60	June 7, 1883.....	11 $\frac{1}{2}$ do	Exhaustion.	

M. LAVELL, M.D.

Surgeon, Kingston Peny. and Med. Sup. Insane Asylum.

KINGSTON PENITENTIARY,
INSANE ASYLUM, 1st July, 1883.

No. 21.

KINGSTON PENITENTIARY, 30th June, 1883.

SIR,—I have the honor to submit my Report of the Female Department for the year ending 30th June, 1883. During the year the women have behaved well, as in former years, and have been very industrious. At the end of the year 1882, there remained in this department twenty-three female convicts. During the present year seven were received and eight were discharged, leaving our number at the end of this year twenty-two.

I submit return of the work done during the year.

I remain, Sir,

Your obedient servant,

MARY LEAHY,
Matron.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

RETURN of Work done in Female Department, for the Year ending 30th June, 1883.

Number of Articles.	Work Done.	Equal to Days.	Rate per Day.	Amount.	Total.
<i>Male Prison.</i>				\$ cts.	\$ cts.
299	White flannel shirts	299	0 40	119 60	
376	Cotton sheets.....	188	0 40	75 20	
265	Pairs of flannel drawers.....	132	0 40	52 80	
217	do pants.....	217	0 40	86 80	
744	do socks.....	744	0 40	297 60	
40	do mits.....	40	0 40	16 00	
36	do shirt sleeves.....	18	0 40	7 20	
42	Linen towels.....	42	0 40	6 80	
139	Pillow ticks.....	23	0 40	9 20	
4	Shrouds.....	4	0 40	1 60	
					672 80
<i>Female Prison.</i>					
.....	Sewing and knitting.....	234	0 40	93 60	
.....	Housework, cooking and washing.....	3,258	0 40	1,303 20	
					1,396 80
<i>Government Contract.</i>					
270	Grey flannel shirts.....	270	0 25	57 50	
108	Neckerchiefs.....	.....	0 10	10 80	
					78 30
					2,137 90

No. 22.

SCHOOL REPORT.

KINGSTON PENITENTIARY, 6th November, 1883.

SIR,—I have the honor to report, on behalf of my five assistant teachers and myself, that the average daily attendance of convic's during the past fiscal year was 116.

The branches taught were spelling, reading, writing and arithmetic, and I am very happy to be able to say that both those who regularly attend the school and those who are supplied with books, slates, &c., in their cells, are progressing favorably; also that many who came here unable to either read or write, have left the prison with as good a knowledge of the branches taught as could be imparted at any of the common schools throughout the country.

The success of our school is largely due to the kind assistance of the Warden, who is ever ready and willing to assist those of the convicts who show a disposition to improve, and avail themselves of the opportunity thus afforded to gain a knowledge of the branches taught.

I believe we have every reason to be satisfied with the progress made, and to feel that our institution is producing good results.

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

J. B. P. MATHEWSON,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ST. VINCENT DE PAUL PENITENTIARY.

ST. VINCENT DE PAUL, 30th June, 1883.

SIR,—I have the honor to submit to you the Second Annual Report of my administration of the St. Vincent de Paul Penitentiary, for the fiscal year ending this day. I accompany it with the Statistics and Reports of the other officers, for your information.

The number of convicts, at midnight of 30th June, 1882, was.....	316
Have been incarcerated since, viz:—	
From common jails, men.....	105
do do women.....	4
Reformatory Prison, juvenile offenders.....	3
	<u>112</u>
Total.....	428
Have been released during the year:—	
By expiration of sentence.....	100
Pardoned.....	5
Transferred to the Kingston Penitentiary.....	4
do Criminal Asylum.....	4
Deaths.....	2
Escaped.....	5
	<u>120</u>
Remaining at midnight, 30th June, 1883.....	308

Of prisoners received were :—

Received for the first time.....	25
do do second time.....	5
do do third time.....	1

Total..... 31

The greatest number during the year was	318
The least.....	301
The average per day.....	308 ¹ / ₁₀

The average per month has been in—

1882—July	312 ¹ / ₂	1883— January.....	315 ¹ / ₂
August	304 ¹ / ₄	February.....	311 ³ / ₄
September	298	March.....	310 ¹ / ₂
October	301 ³ / ₄	April.....	312 ³ / ₄
November	303 ¹ / ₂	May.....	309 ¹ / ₂
December	308 ¹ / ₂	June.....	311 ¹ / ₂

Distribution according to age has been :—

Under 20 years.....	22
From 20 to 30 years	50
“ 30 to 40 “	21
“ 40 to 50 “	9
“ 50 to 60 “	5
Above 60.....	5

Committed during the year..... 112

Education :—

Can read only.....	14
Can read and write.....	66
Unable to read.....	32

Committed during the year..... 112

Habits :—

Temperate	62
Intemperate	50

Committed during the year..... 112

Term of sentences of those committed :—

Term 2 years	37	Term 7 years.....	1
“ 3 “	43	“ 8 “	1
“ 4 “	9	“ 10 “	2
“ 5 “	16	“ 20 “	1
“ 6 “	2		

Total..... 112

The table marked No. to show the value of the work performed by the convicts—exclusively of the *material*—who were employed in the various departments during the year ending 30th of June, \$43,992.50.

It may be stated without exaggerating, that this estimate could be doubled, if the importance of certain work performed within some of the workshops was taken into account.

The revenue in ready money deposited to the credit of the Receiver-General has been but \$3,504.50.

The numerous and important works of construction and others, which have been done during the year, requiring the whole manual labor of all the convicts fit to work, had the effect to reduce to that limited cipher, the product in cash of the

convicts industry. It will be so necessarily for some years to come yet, owing to the constructions which remain to be done.

The amount of the appropriations voted by Parliament for the maintenance of the institution during the fiscal year, 1882-83, was..... \$86,164 59

EXPENDITURE.

The total of the expenditure incurred for its maintenance during same year was..... \$2,659 66

Leaving a surplus of..... \$3,504 93

But that balance has been expended in paying up the gratuities granted in 1881 and 1882 to officers retired from the service, and for which no appropriation had been provided for that year.

Economy has been practised in every department, as much at least as the efficiency of the service allowed it; but the high prices paid during the year for victualling, and the purchase of potatoes, of which the farm, as well as others around, did not yield a large crop, have not permitted me to realize a larger amount of savings at least for this year.

I have reason to be satisfied with the conduct of the convicts in general; they have been submissive to the rules of discipline, and more attentive to their work.

That improvement has especially shown itself under the system of meals taken in cells by all the convicts, which was inaugurated on the 22nd of March last.

Indeed I have but reason to be highly satisfied with the results gained by the introduction of the system, and its operation, which proves to be so admirably adapted for the maintenance of good order and discipline.

Its working, it is hardly necessary to say, has necessitated numerous alterations, and the making up in gangs of all the convicts into departmental order, to the end that each convict might occupy a cell in the range previously assigned to the gang of which he is a party, and that everyone might occupy the same number of order in all the walking moves to be performed during the day.

The result is, then, that a distinct post is assigned to each convict, which he occupies at any time.

This new organization had had the effect to do away with the minor causes of dissipation, and to put an end to those furtive intercourses which constitute the principal source of demoralization.

Meanwhile, under this new order of things, the convicts are receiving and carrying their victuals well warmed; and each one now being able to eat his meal alone and quietly, may rest or read after. It is nothing very surprising then, if the convict is so pleased with the new *regime*, and gives it preference over the old one, so much so that a perfect silence has been prevailing in the refectories in general during meal hours, in such a measure, that not a single report has been made against any of the convicts for infringement of the rule of silence since the inauguration of the new system. Besides, order prevails generally, and offences of every nature, as well as the reports, consequently have been decreasing in a notable degree.

It is known that when the meals were taken in a common hall, convicts' offences against the rule of silence, as well as other rules, were committed in the refectory.

In fine, as I have stated it above, the prisoners in general show themselves satisfied with the actual system, and I really ignore that there be any one that makes exception: and the whole of them would be equally vexed—with the exception of the half dozen of hardened sinners may be—if later on they were compelled to take their meals in common, and subjected necessarily again to the temptations of dissipating themselves and infringing the rule of silence in particular.

It was a cause of regret to me that I had to inflict corporal punishment to some of the convicts; but the attempted escapes becoming more and more frequent, and the tribunal of justice treating most of the cases of escape or attempts to escape with

a lenity rather apt to encourage them than to lessen the number, I was left with no alternative but to use the whip; and I am in position to say, that the operation—though having recourse to it with regret—has made such an efficient impression, that I now feel hopeful it will be a long time before I am compelled to resort to it again.

On their part the officers without any exception do appreciate favourably the advantages of the present system.

Though in the first place, however, all seem to be apprehensive and doubtful as to its practical efficiency. But after an experimental trial, witnessing practically the unexpected success, every one of them gave it his cordial and unreserved approbation; and there does not remain a single one to-day—I affirm it without fear of being contradicted—that does not give his preference to the new over the old system, and would not consider it a misfortune to return back to the latter.

In one word, I am satisfied in every respect, with the zeal shown by the officers in the performance of their duties of all sorts; and if it be true that the service in that regard requires much improvement yet, it is not less true that some progress has taken place, and that there is reason to hope for more in course of time.

The work of construction in the inside of the west wing, after being interrupted in April, 1882—in order to continue that of the new building—in the first place intended for a refectory, was resumed in November last, and each of its 132 cells was completely provided with its required set of furniture in time for the transfer therein of the occupiers of the north dormitory on the first day of March last.

The work of the excavation of the main sewer and laying down of its pipes, have been carried on with vigor during winter, and up to the middle of June, when having reached the railway line of the North Road, they had to be stopped.

It being now necessary to have an understanding with the Company of that road, in view of building underneath it a tunnel, I wrote to Mr. Davis, its superintendent, who obligingly provided me with the plan of the wooden work to be done under the rail bed, in order to obviate any accident resulting therefrom.

In April last the masonry work of the building in construction was resumed. The handwork necessary to the steady progression of that construction has been incessantly supplied to the surveying, architect, and I entertain the certitude that the building will be closed up, that is the masonry finished, its roof covered up, and the windows set in their places towards the 1st of October next. A sufficient number of prisoners are to be employed to the finishing of the inside work during winter.

On the 21st June, a certain number of convicts, in charge of the officers who had been employed superintending the works of the main sewer, commenced to make bricks, and the work will be carried on up to September next.

On the 14th March last, I addressed to you a memorandum recommending that the quarries of the Penitentiary be left to outsiders under contract, instead of being worked by the convicts. I have reason to expect that my suggestions will be favorably received, and carried into effect at a timely date.

The dormitory wings, east and west, are fine constructions, strongly built, and quite suitable for the purposes for which they were put up. In one of those two constructions, however, the west wing, there is a notable defect in its system of ventilation. The occupants of it feel the hurtful effect of the defects and complaints are daily uttered by them. An improvement in this direction is becoming indispensable.

As to the main body of the buildings of the Penitentiary, built in the first place as a reformatory prison for juvenile offenders, it is greatly inefficient in many respects, especially considering that that building contains all the offices, the visitors' hall, hospital, school and libraries, as well as the all-important store of the Steward. I have to add that the distribution inside being very defective, the service is thereby rendered incommodious and the watch laborious and difficult.

Again, its walls and flooring look to be in a state of decay, presenting a dark and dilapidated aspect, and making an almost sad contrast with the penitentiaries that I have had occasion to visit, both in the United States and Canada.

However, I think that some improvement ought to be done, the more so as it could be effected, in my opinion, without much expense. The trifling laying out of a few hundred dollars for some successive years would have the effect, I am sure, to improve thoroughly the interior of that building.

THE HEALTH.

The report of the Physician of the institution, shows that the state of the health of the convicts has been perfectly good, in spite of what is wanting in the localization and distribution of the hospital.

The assiduous and practical cares of the Physician; the cleanliness in the several departments, as well as regarding the convicts, and the obligation for the latter to bathe twice a month, have contributed much to the good sanitary state during the year.

THE SCHOOL.

The school has been progressing during the year. Those of the convicts, who attended to the classes but to avoid toiling or to meet friends, have been deprived of school, also those who, by their misbehaviour, gave reasons for complaint to the teacher.

I subjoin herewith the report and statistics, which contain in detail all the information connected with the Penitentiary, and its operations during the year, and which are usually furnished.

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

GODEFROY LAVIOLETTE,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 1.

NOMINAL LIST of Officers employed in the St. Vincent de Paul Penitentiary, as on the 30th June, 1883, giving the Rate of Pay, Age and Date of Appointment.

Name.	Rank.	Salary.	Age.	Date of Appointment.	Remarks.
Godefroy Laviolette.....	Warden.....	\$ 2,600	57	Nov. 1881...	
J U. Leclerc.....	Rom. Cath. Chaplain.	1,200	45	May 20, 1873...	
John Allan.....	Protestant Chaplain...	1,200	70	do 20, 1873...	
Télesphore Ouimet.....	Deputy Warden.....	1,400	39	Dec. 15, 1881...	
J. T. Pominville.....	Surgeon.....	1,200	58	May 20, 1873...	
G. S. Malépart.....	Accountant.....	1,000	34	June 1, 1882...	
Hy. Lanctôt.....	Clerk.....	800	67	Dec. 15, 1875...	
Thomas McCarthey.....	Chief Keeper.....	800	47	do 1, 1881...	
George B. Lamarche.....	Storekeeper.....	700	41	March 1, 1881...	
Léandre Mazuret.....	Steward.....	650	55	May 20, 1873...	
Edouard Bêland.....	Chief Instructor and Clerk of Works.....	1,000	55	Sept. 2, 1881...	
James Devlin.....	Engineer.....	780	33	Dec. 1, 1874...	
John Manning.....	Hospital Keeper.....	600	31	July 13, 1882...	
Edward Kenny.....	Farmer.....	580	33	Jan. 1, 1876...	
J. T. Dorais.....	School Master.....	600	40	July 24, 1882...	
Jean Vaudry.....	Trade Instructor.....	700	56	May 20, 1873...	
Isidore Thérien.....	do.....	700	47	April 6, 1882...	
Thomas Leblanc.....	do.....	600	62	Oct. 23, 1881...	
Procope Dumas.....	do.....	660	45	May 20, 1873...	
Auguste Leduc.....	do.....	660	45	do 20, 1873...	
Noël Beauparlant.....	do.....	500	50	April 15, 1877...	
Adolphe Lefavre.....	Messenger.....	450	43	July 13, 1873...	
John Lynch.....	Keeper.....	500	45	May 20, 1873...	
Onésime Sigouin.....	do.....	500	48	do 19, 1873...	
F. P. McIlwain.....	do.....	500	43	do 20, 1873...	
Jean Bte. Désormeau.....	do.....	500	45	July 1, 1873...	
James Blain.....	do.....	500	50	May 20, 1873...	
Joseph Demers.....	do.....	500	37	do 20, 1873...	
Romuald Gadbois.....	do.....	500	36	do 20, 1873...	
Alphonse Dequoy.....	do.....	500	45	do 19, 1873...	
Zépherin Lacasse.....	Guard.....	450	54	July 14, 1873...	
Jean Bte. Gauthier.....	do.....	450	41	do 1, 1873...	
Napoléon Charbonneau.....	do.....	450	34	do 7, 1873...	
Gilbert Chartrand.....	do.....	450	42	do 13, 1873...	
James Carty.....	do.....	450	56	Dec. 7, 1876...	
Alfred Pudney.....	do.....	450	45	do 19, 1876...	
Ubalde Chartrand.....	do.....	450	39	Jan. 1, 1878...	
Jean Bte. Lemay.....	do.....	450	46	June 1, 1879...	
Charles Taillon.....	do.....	450	45	May 1, 1880...	
Moïse Roger.....	do.....	450	41	do 1, 1880...	
Fabien Hogue.....	do.....	450	48	July 1, 1880...	
François Couvret.....	do.....	450	44	May 12, 1881...	
Ferdinand Chartrand.....	do.....	450	48	Nov. 8, 1881...	
Edouard Provost.....	do.....	450	33	Oct. 20, 1881...	
Hector Demers.....	do.....	450	29	Feb. 1, 1882...	
Aristide Rochon.....	do.....	450	41	March 1, 1882...	
Napoléon Plouffe.....	do.....	450	33	do 6, 1882...	
Jos. C. Durocher.....	do.....	450	43	do 13, 1882...	
Peter McDonald.....	do.....	450	33	April 20, 1882...	
Olivier Lamaire.....	do.....	450	53	do 21, 1882...	
P. H. Reynolds.....	do.....	450	43	do 21, 1882...	
Roch Label.....	do.....	450	44	May 20, 1882...	
François Plouffe.....	do.....	450	43	do 16, 1882...	
Jean Bte. Courcie.....	do.....	450	42	June 22, 1882...	
Henri Boyer.....	do.....	450	48	Aug. 18, 1882...	
David O'Shea.....	do.....	450	24	do 23, 1882...	
Irénée Lamoureux.....	do.....	450	46	May 21, 1883...	
Antoine Plouffe.....	do.....	450	34	June 20, 1883...	
Isaïe Cloutier.....	Teamster.....	350	38	Nov. 8, 1881...	
Géremie Leblanc.....	do.....	350	35	do 9, 1881...	

No. 2.

STATEMENT showing distribution of Convicts in St. Vincent de Paul Penitentiary, on 30th June, 1883.

How employed.	No. of Men.	How employed.	No. of Men.
Shoemakers.....	16	Tramway.....	3
Tailors.....	15	Doors.....	2
Blacksmiths.....	12	Dining hall.....	4
Bakery.....	4	North wing.....	5
Carpenters.....	28	East and west wings.....	11
Tinsmiths.....	7	Hospital.....	5
Stonemasons.....	33	School and library.....	3
Masons.....	34	Punishment cells.....	3
Quarry.....	21	Cells.....	6
Woodshed and stone pile.....	30	Chapel.....	1
Farm.....	27	Office.....	2
Kitchen.....	11		
Clothing room.....	10	Total.....	308
Excavation.....	15		

No. 3.

RETURN of Convicts who have been Pardoned out of the St. Vincent de Paul Penitentiary, during the Year ended 30th June, 1883, with Crime and Place where Convicted.

No.	Name.	Crime.	Place.
1	Dunbar Browne.....	Embezzlement.....	Montreal.
2	Moses Tisch.....	Receiving stolen goods.....	do
3	Michael McLean.....	Robbery.....	do
4	William Piché.....	Larceny.....	do
5	Joseph Piché.....	Receiving stolen goods.....	do

No. 4.

List of Convicts who have been Re-committed in the St. Vincent de Paul Penitentiary, during the Year ended 30th June, 1883.

No.	Name.	1st Re-com- mitment.	2nd Re-com- mitment.	3rd Re-com- mitment.	No.	Name.	1st Re-com- mitment.	2nd Re-com- mitment.	3rd Re-com- mitment.
1	Edmond Laberge.....	1			19	Bernard McEvenue.....	1		
2	Joseph Hurteau.....	1			20	Thomas Brns.....	1		
3	Alfred Dott.....	1			21	Chas. Bricault dit Lamarche.....	1		
4	Charles Ross.....	1			22	John Patrick Craven.....	1		
5	Joseph Vaillancourt.....	1			23	Joseph Gariepy.....	1		
6	François Lavallée.....		1		24	Victor Turcot.....		1	
7	Pierre Caisse.....	1			25	James Simpson.....	1		
8	Alfred Métayer.....	1			26	Edmond Bussière.....	1		
9	William Stephen.....	1			27	Charles Mercier.....	1		
10	Damas Blouin.....	1			28	Charles Reddy.....	1		
11	Charles Manzurette.....		1		29	Thomas Ducharme.....	1		
12	Félix Lemaire.....	1			30	Henri Landry.....			1
13	Cleophas Beauvais.....		1		31	William Cardinal.....	1		
14	Alfred Danis.....	1							
15	George Rienvenu.....	1					25	5	1
16	Phileas St. Germain.....		1						
17	Napoléon Plante.....	1							
18	Louis Vincent.....	1				Total.....			31

No. 5.

RETURN of Remission of Sentence earned by Convicts discharged from the St. Vincent de Paul Penitentiary, during the Year ended 30th June, 1883.

No.		Days earned.	No.		Days earned.
1	Convict earned.....	59	1	Convict earned.....	180
1	do.....	60	1	do.....	183
1	do.....	62	2	do.....	187
1	do.....	63	3	do.....	192
3	do.....	65	1	do.....	219
3	do.....	70	1	do.....	221
4	do.....	71	3	do.....	225
30	do.....	77	6	do.....	231
1	do.....	115	1	do.....	289
1	do.....	116	1	do.....	319
1	do.....	118	1	do.....	344
2	do.....	120			
2	do.....	122	100		
28	do.....	128			

No. 6.

STATEMENT of Movement of Convicts at St. Vincent de Paul Penitentiary, from
Midnight of 30th June, 1882, until Midnight of 30th June, 1883.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at midnight of 30th June, 1882.....				316		316
Received since from Common Jail.....	105	4	109			
Received since from the Montreal Reformatory.....	3		3	108	4	112
				424	4	428
Discharged since—						
By expiration of sentence.....	100		100			
By being pardoned.....	5		5			
Transferred to Kingston Penitentiary.....		4	4			
Death.....	2		2			
Escapes.....	5		5			
Transferred to Criminal Asylum.....	4		4			
				116	4	120
Remaining at midnight of 30th June, 1883.....				308		308

No. 7. COMPARATIVE STATEMENT of Movement of Convicts in the St. Vincent de Paul Penitentiary, for the Year ended 30th June, 1883.

YEAR.	ADMISSION.						DISCHARGE.										Remaining at 12 p.m. on 30th June.							
	Common Jail.		Reformatory.		Total.		Expiration of Sentence.		Par-doned.		Sent to Lunatic Asylum.		Escape.		Death.		Other Penitentiaries.		Removed by Order of Court.		Total.			
	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Total.	
1873-74.....	122	74			196	74	45	5	9	1		3											141	1247
1874-75.....	141	126			267	126	31	9	9	1				1		19							161	1427
1875-76.....	117	168			285	168	58	8	8	1				1		53							161	1807
1876-77.....	161	163			324	163	22	14	14							64							101	225
1877-78.....	225	184			409	184	64	20	20	2						62							150	2607
1878-79.....	269	196			465	196	69	12	12	1						67							151	2637
1879-80.....	307	143			450	143	105	10	10	4						67							151	307
1880-81.....	345	151			496	151	112	20	20							41							178	345
1881-82.....	318	119			437	119	95	17	17	5						2							123	318
1882-83.....	316	104			420	104	10	5	5	4						2							116	308
	2311	1438			3749	1438	701	120	19			15		11		306				1264		18	1282	2497

No. 8.

Showing the number of Convicts during the year ended 30th June, 1883 :—

The largest number at any time during the year was 318; the smallest number at any time during the year was 301; the average number during the year, per day, was 308 $\frac{1}{2}$. Monthly average :—

July 1882.....	312 $\frac{1}{2}$	January 1883.....	315 $\frac{1}{2}$
August ".....	304 $\frac{1}{2}$	February ".....	311 $\frac{1}{2}$
September ".....	298	March ".....	310 $\frac{1}{2}$
October ".....	301 $\frac{1}{2}$	April ".....	312 $\frac{1}{2}$
November ".....	303 $\frac{1}{2}$	May ".....	309 $\frac{1}{2}$
December ".....	308 $\frac{1}{2}$	June ".....	311 $\frac{1}{2}$

No. 9.

CRIMINAL Statistics, St. Vincent de Paul Penitentiary, for the year ended 30th June, 1883.

—		Male.	Female.	Total.	—		Male.	Female.	Total.
Race.....	White.....	108	4	112	Religion.....	Catholic.....	92	3	95
Marital.....	Married.....	44	2	46		Church of England....	11	1	12
	Single.....	64	2	66		Methodist.....	1	.....	1
		108	4	112		Lutheran.....	1	.....	1
Age.....	Under 20 years.....	21	1	22		Presbyterian.....	3	.....	3
	From 20 to 30.....	48	2	50			108	4	112
	do 30 to 40.....	21	.....	21	Occupation.	Laborers.....	36	4	40
	do 40 to 50.....	9	.....	9		Shoemakers.....	10	.....	10
	do 50 to 60.....	5	.....	5		Clerks.....	8	.....	8
	Above 60.....	4	1	5		Shoemakers.....	7	.....	7
		108	4	112		Joiners.....	5	.....	5
Education ...	Read only.....	14	.....	14		Barbers.....	4	.....	4
	Cannot read.....	31	1	32		Farmers.....	3	.....	3
	Read and write.....	63	3	66		Plumbers.....	3	.....	3
		108	4	112		Cigarmakers.....	3	.....	3
Moral habits	Temperate.....	60	2	62		Blacksmiths.....	2	.....	2
	Intemperate.....	48	2	50		Butchers.....	2	.....	2
		108	4	112		Bakers.....	4	.....	4
Country.....	Quebec.....	81	3	84		Weavers.....	2	.....	2
	England.....	9	.....	9		Painters.....	2	.....	2
	United States.....	8	.....	8		Carters.....	2	.....	2
	Ireland.....	3	1	4		Cooks.....	2	.....	2
	France.....	3	.....	3		Gardner.....	1	.....	1
	Ontario.....	1	.....	1		Trader.....	1	.....	1
	Italy.....	1	.....	1		Jeweller.....	1	.....	1
	Greece.....	1	.....	1		Mason.....	1	.....	1
	Germany.....	1	.....	1		Sailmaker.....	1	.....	1
		108	4	112		Machinist.....	1	.....	1
						Engineer.....	1	.....	1
						Book-keeper.....	1	.....	1
						Tinsmith.....	1	.....	1
						Saddler.....	1	.....	1
						Galker.....	1	.....	1
						Druggist.....	1	.....	1
						Confectioner.....	1	.....	1
		108	4	112			108	4	112

No. 9.—Criminal Statistics, St. Vincent de Paul Penitentiary—Concluded.

Description.			Description.						
Male.	Female.	Total.	Male.	Female.	Total.				
Crime....	Larceny.....	61	2	63	District... ..	Montreal.....	73	3	76
	Stealing from the person.....	8		8		Quebec.....	14	1	15
	Receiving stolen goods	6	1	7		St. Hyacinthe.....	4		4
	Horse stealing.....	5		5		St. Francis.....	4		4
	Burglary.....	4		4		Richelieu.....	3		3
	Stealing a post letter..	3		3		Arthabaska.....	3		3
	Forgery.....	3		3		Terrebonne.....	2		2
	Murder.....	2	1	3		Bedford.....	2		2
	Robbery.....	2		2		Sherbrooke.....	2		2
	Assault.....	2		2		Gaspé.....	1		1
	Arson.....	1		1			108	4	112
	Stealing money.....	1		1					
	Refusing to provide for his wife.....	1		1	Sentences....	2 years.....	35	2	37
	Embezzlement.....	1		1		3 do	41	2	43
	Assault with intent, etc	1		1		4 do	9		9
	Maiming with intent, etc.....	1		1		5 do	16		16
	Larceny in a church....	1		1		6 do	2		2
	Manslaughter.....	1		1		7 do	1		1
	Getting money on false pretences.....	1		1		8 do	1		1
	Felony.....	1		1		10 do	2		2
	Shooting with intent, etc.....	1		1		20 do	1		1
	Attempt to rescue a convict from penitentiary.....	1		1			108	4	112
		108	4	112					

No. 10.

SUMMARY PUNISHMENTS awarded in the St. Vincent de Paul Penitentiary, during the Year ended the 30th June, 1883.

Month.	No. in Punishment Cell.	No. Flogged.	No. of Lashes inflicted.	No. Chained.	No. on Bread.	No. on Hard Bed.	No. deprived of School.	No. who lost part of their Remission.	No. who lost Light.	No. Admonished.
1882.										
July	11					1	1	28		41
August	12	1	36				1	25		29
September	7			1			2	23		30
October	7				1	1		15	2	45
November	14	1	39				1	12	4	50
December	20			1	1		3	20	2	43
1883.										
January	6			6			1	33		40
February	12			1			2	32		48
March	10							27		41
April	15							26		35
May	11	3	83	1				24	1	33
June	5	2	2					22		27
Total.....	130	7	230	10	2	2	11	287	9	462

No. 11.—EXPENDITURE.

DR. THE DOMINION OF CANADA, in Account with the St. Vincent de Paul Penitentiary, for the Year ended 30th June, 1883. CR.

1882.		\$	cts.	1883.		\$	cts.	\$	cts.
June 30...	To Salaries	37,396	09	July 26...	By Official cheque	400	00		
	Retiring gratuities	278	01	do 31...	Monthly pay-list	3,003	87		
	Uniforms	2,868	01	Aug. 31...	do do	3,038	97		
				Sept. 29...	June accounts	3,116	62		
				do 29...	July do	5,077	98		
				do 30...	Monthly pay-list	3,069	53		
June 30...	To Rations	19,853	97	Oct. 7...	August accounts	6,471	57		
	Clothing	3,578	49	do 24...	September accounts	6,015	25		
	Convicts' travelling allowance	776	00	do 31...	Monthly pay-list	3,059	53		
	do discharge clothing	1,579	11	Nov. 27...	October accounts	2,652	39		
	Bedding	188	71	do 30...	Monthly pay-list	3,069	53		
	Chapels	256	08	Dec. 30...	November accounts	5,805	41		
	Libraries	278	14	do 31...	Monthly pay-list	3,069	53		
	School	67	14						
	Escapes	163	59	1883					
	Hospital	606	11	Jan. 19...	December accounts	3,332	11		
	Transfer of convicts	159	07	do 31...	Monthly pay-list	3,059	53		
	Contingencies	570	18	Feb. 21...	January accounts	2,086	08		
				do 28...	Monthly pay-list	3,069	53		
				March 28...	February accounts	3,160	48		
				do 31...	Monthly pay-list	3,059	53		
				April 21...	March accounts	3,430	16		
				do 30...	Monthly pay-list	3,059	53		
				May 22...	April accounts	1,889	45		
				do 31...	Monthly pay-list	3,069	53		
				June 20...	May accounts	2,171	14		
				do 30...	Monthly pay-list	3,069	53		
				do 30...	Stationery Office and Queen's Printer	469	64		
				July 27...	Monthly accounts for June	2,996	69		
June 30...	To Heating	5,688	92						
	Light	1,173	33						
	Repairs to buildings	5,165	71						
	Maintenance of machinery	254	66						
	Armoury	74	77						
	Kitchen	513	21						
	Farm and stables	3,847	69						
	Stationery	5	00						
	do Office	293	10						
	Queen's Printer	176	54						
	Refund deposit								
								85,723	11

No. 12—REVENUE.

THE DOMINION OF CANADA in account with the St. Vincent de Paul Penitentiary,
for the Year ended 30th June, 1883.

1882.	DR.	\$ cts.	1883.	CR.	\$ cts.
Aug. 8	To draft in favor of the Hon. the Receiver-General.....	124 61	June 30	By Bakery.....	59 26
Sept. 11	do	74 91		Rent.....	286 72
Oct. 9	do	113 23		Shoe shop.....	128 24
Nov. 7	do	106 22		Convicts' labor.....	107 73
Dec. 7	do	124 74		Tinsmiths' shop.....	26 02
				Carpenters' shop..	158 54
1883.				Stove shop.....	49 74
Jan. 9	do	62 91		Stonecutters.....	201 75
Feb. 6	do	131 86		Farm.....	155 22
March 5	do	71 67		Tailors' shop.....	45 51
April 11	do	145 49		Brickyard.....	60 95
May 8	do	82 73		Stewards.....	55 98
June 5	do	157 52		Book binding.....	1 30
July 10	do	181 62		Blacksmiths' shop.....	3 80
				Visitors fund.....	37 25
		1,377 51			1,377 51

G. S. MALEPART,
Accountant.

No. 13.

GENERAL SUMMARY of the Value of Labor performed in the St. Vincent de Paul
Penitentiary, during the Year ended 30th June, 1883.

Departments.	Days.	Rate.	Amount.
Accountant's office.....	295	Cts. 50	\$ cts. 147 50
Bakery.....	1,300	50	650 00
Blacksmiths' shop.....	3,015	50	1,507 50
Book bindery	62	50	31 00
Brickyard.....	1,231½	50	615 75
Carpenters' shop.....	8,728	50	4,364 00
Chapel, library, &c., Catholic.....	342	50	171 00
do Protestant.....	342	50	171 00
Engineers department.....	612	50	306 00
Farm, garden and stables.....	6,001	50	3,000 50
Hospital orderlies.....	730	50	365 00
Shoe shop.....	5,444½	50	2,722 25
Stewards.....	16,273½	50	8,136 75
Stonecutters, masons, quarry, tramway and excavation.....	29,590	50	14,795 00
Stone breakers, woodyard and jobbing.....	6,344	50	3,172 00
Store.....	298	50	149 00
Tailors' shop.....	5,550½	50	2,775 25
Tinsmiths' shop.....	1,826	50	913 00
Totals.....	87,985	.....	43,992 50

No. 14.

STATEMENT showing the cost of Maintenance of the St. Vincent de Paul Penitentiary,
for the Year ended 30th June, 1883.

	\$ cts.	\$ cts.
Expenditure for the Year ended 30th June, 1883.....		85,253 47
Gr. Revenue for the Year, viz. :—		
By Bakery	59 26	
Rent.....	286 72	
Shoe shop	128 24	
Convicts' labour.....	107 73	
Tinsmiths' shop.....	26 02	
Carpenters' shop.....	158 54	
Store.....	49 74	
Stonecutters' shop.....	201 75	
Farm	155 22	
Tailor's shop.....	45 51	
Brickyard.....	60 95	
Stewards.....	55 98	
Bookbindery.....	1 30	
Blacksmiths' shop.....	3 30	
Visitors' fund	37 25	
		1,377 51
		83,875 96
By convicts' discharge allowance.....	776 00	
do do clothing.....	1,579 11	
Transfer of convicts.....	159 07	
Maintenance of machinery.....	254 66	
Repairs to buildings.....	5,165 71	
		7,934 55
		75,941 41
By earnings of Convicts, viz. :—		
Accountant's office.....	147 50	
Bakery.....	650 00	
Blacksmiths' shop.....	1,507 50	
Book bindery	31 00	
Brickyard	615 75	
Carpenters' shop	4,364 00	
Chapel, library, &c., Catholic	171 00	
do do Protestant	171 00	
Engineers' department	306 00	
Farm, garden and stables.....	3,000 50	
Hospital orderlies.....	365 00	
Shoe shop.....	2,722 25	
Stewards	8,136 75	
Stonecutters, masons, quarry, tramway and excavation.....	14,795 00	
Stonebreakers, woodyard and jobbing.....	3,172 00	
Store.....	149 00	
Tailors' shop.....	2,775 25	
Tinsmiths' shop	913 00	
		43,992 50
		31,948 91

Average number of convicts..... 309
do cost per *capita* for maintenance..... \$245 77
Yearly cost of each convict after deducting value of labor..... 103 39

G. S. MALEPART,
Accountant.

No. 15.

SUMMARY of the Real Estate of the St. Vincent de Paul Penitentiary, on the 30th June, 1883.

	\$ cts.		\$ cts.
Warden's house and premises.....	10,700 00	Privies.....	24 00
Quarry and 96 acres of land.....	18,000 00	Ice house.....	175 00
Brick house and premises.....	3,000 00	Barn and root house.....	3,000 00
Water works, sewers and appurtenances.....	10,500 00	Prison walls and towers.....	7,500 00
Wharf.....	1,000 00	Farm walls and fences.....	2,000 00
62½ acres of land.....	1,875 00	Bridge.....	600 00
Buildings on the last mentioned land:—		1 terrace of eight houses, with stables, &c.....	10,000 00
Stone house and premises.....	1,000 00	2 engine sheds at quarry.....	75 00
Stonecutters' shed.....	800 00	1 shanty.....	50 00
Blacksmiths' shop and coal shed.....	500 00	5 watchmens' boxes.....	50 00
Carpenters' and tinsmiths' shops and engine house.....	2,500 00	Iron shed.....	30 00
Penitentiary buildings.....	315,240 00	Brick shed and watchmens' boxes.....	4,000 00
Stables.....	500 00	2 limekilns.....	600 00
Wagon shed, harness and grain house.....	300 00	Pig houses.....	30 00
2 hose houses, \$75.....	150 00	Tramway and rolling stock.....	10,050 00
Shoe and tailors' shop.....	800 00	1 fountain.....	400 00
Bakery.....	24 00	1 hitching post.....	30 00
		Total.....	405,503 00

G. B. LAMARCHE, *Storekeeper.* } Valuators.
 G. S. MALEPART, *Accountant.* }

No. 16.

THE FARM, in Account with the St. Vincent de Paul Penitentiary, for the Year ended 30th June, 1883.

Description.	Rate.	Amount.	Description.	Rate.	Amount.
	\$ cts.	\$ cts.		\$ cts.	\$ cts.
To Implements, seeds, tools, manure, &c.....		599 38	By 3,700 bush. potatoes.....	0 60	2,220 00
5,081 days' convict labor.....	0 50	2,540 50	1,500 " turnips.....	0 50	750 00
1,310 days' horse labor.....	0 80	1,048 00	250 " parsnips.....	0 50	125 00
Farmer's salary.....		580 00	550 " carrots.....	0 50	275 00
2 Guards' salary.....		900 00	240 " onions.....	1 00	240 00
Balance.....		936 02	420 " beets.....	0 50	210 00
			400 " horse carrots....	0 25	100 00
			800 " oats.....	0 50	400 00
			100 " barley.....	0 75	75 00
			65 " beans.....	1 50	97 50
			12,000 heads cabbage.....	0 04	480 00
			Early vegetables.....		250 23
			5,000 bundles straw.....	0 05	250 00
			10,000 lbs. pork.....	0 08	800 00
			200 gallons milk.....	0 20	40 00
			Customs.....		171 17
			400 loads manure.....	0 25	100 00
		6,583 90			6,583 90

EDWARD KENNY,
Farmer.

No. 17.

THE STABLES, in Account with the St. Vincent de Paul Penitentiary, for the Year ended 30th June, 1883.

Description.	Rate.		Amount.	Description.	Rate.		Amount.
	Cts.	\$ cts.			Cts.	\$ cts.	
To Forage and sundries			2,839 64	By 5,000 days' horse labor.....	80		4,000 00
2 teamsters' salary			700 00				
920 days' convict labor.....	50		460 00				
Balance.....			0 36				
			4,000 00				4,000 00

EDWARD KENNY,
Farmer.

No. 18.

STATEMENT of Debts owing the St. Vincent de Paul Penitentiary, 30th June, 1883.

Good Debts..... \$88 15
Bad Debts..... 546 14

\$634 29

Since paid..... 18 60

Balance still due..... \$615 69

G. S. MALEPART,
Accountant.

GODEFROY LAVIOLETTE,
Warden.

1st October, 1883.

No. 19.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

ST. VINCENT DE PAUL, December, 1883.

SIR,—I beg to submit my Report for the year ended the 1st of July last.

The state of my health having forced me to absent myself from the Penitentiary a great part of the year, it would be difficult for me to enter into all the details of the spiritual progress of those under my care.

Besides, I am aware that on some points my views on the administration of a penitentiary do not in all coincide with the views of those in authority. Hence, I believe the advisability for me of remaining silent on matters which time and experience alone could remedy.

Let me add that no class of men require a more intelligent treatment than the criminals, and that those qualified to apply such a treatment are not easily to be found,

During the year just ended, nothing of great importance has come to my knowledge. The conduct of the convicts in the chapel has been generally good. The school has not received all the encouragement which, in my opinion, it should have received, owing to circumstances which I could not control. The books of the library have been always in great demand.

The chapel, when completed, will be one of the finest in all public institutions.

Thanking you, Mr. Inspector, for your constant courtesy towards me,

I remain, Sir,

Your obedient servant,

J. U. LECLERC,

Priest.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Canada.

No. 20.

REPORT OF THE PROTESTANT CHAPLAIN, FOR THE YEAR ENDED
30TH JUNE, 1883.

ST. VINCENT DE PAUL PENITENTIARY, 2nd July, 1883.

SIR,—I have the honor to present my Report for the year ended 30th June last past :

No. on books 1st July, 1882.....	41
“ admitted during the year.....	16
“ transferred from Roman Catholic Chapel.....	1
	— 58
“ discharged by expiration of sentence.....	15
“ pardoned.....	2
“ escaped.....	1
	— 18
	—
“ remaining on books	40
	==

Religious denominations of those admitted and transferred :

Church of England.....	11
Presbyterian.....	4
Methodist.....	1
Lutheran.....	1
	— 17
	==

I regret to have to report that four of those admitted were here before; one had been out about sixteen months, another four, another five, and the fourth less than two. Ten admitted that they were guilty, the same number that they seldom attended any place of worship; five were confessedly intemperate, the same number were moderate drinkers, and seven were abstainers.

The Sunday services have been regularly holden, and up to the end of March much useful religious knowledge was imparted on two days of the week, which cannot now be given, through the convicts having their meals in the cells. The sick and refractory have been duly visited. I examined the English-speaking pupils in the school on 2nd March, and was much pleased with the result.

Messrs. Louson and Budge of the Montreal Y. M. C. A., are worthy of much commendation for the deep interest they take in the spiritual and temporal interests of the prisoners. The addresses of these gentlemen are highly calculated to edify the men, while they display much kindness and service to such as need assistance or work on their leaving the Institution.

The sick in the hospital are carefully and tenderly attended to by Dr. Pominville, Mr. Manning, and a most valuable assistant, himself a convict.

On the whole, I consider that not only the Warden, who is indefatigable in his attendance early and late in the prosecution of his arduous duties, but those also who act under him do their best to discharge the several duties assigned to them with kindness and diligence.

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

JOHN ALLAN,
Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

— — —
No. 21.

REPORT OF THE SURGEON.

(*Translation.*)

PENITENTIARY OF ST. VINCENT DE PAUL,
26th September, 1883.

SIR,—I have the honor to submit to you my Report for the year ended 30th June, 1883.

The sanitary condition of this Penitentiary has been very good. During the year just ended I have not had to treat any epidemic or contagious disease, and I am happy to say that the number of sick admitted to the infirmary has been less during last year than in previous years.

Four convicts laboring under insanity were transferred to the asylum for criminal lunatics at Kingston. These convicts, though quiet, might at any moment become dangerous to themselves or their companions. As we have no accommodation for these patients, I thought it prudent to recommend their removal to an asylum where they could be treated to greater advantage.

Two convicts died during the year. One of pulmonary consumption, the other from a mortal gun-shot wound received in an attempt to escape, death ensuing in a few minutes.

A few accidents which might have had serious consequences also occurred. Happily the victims of these accidents are now entirely cured.

The number of prescriptions given daily during the year has been from ten to twelve.

The accompanying tables, which have been carefully prepared, will give you the number of patients treated both in the infirmary and in the cells, the number of accidents which have occurred, and the time spent by patients in hospital.

In concluding this Report I must give to the keeper of the hospital (Mr. Manning) the praise he merits for his goodness, and the care he gives to the patients admitted to the infirmary. I also thank the officers generally for the assistance they have invariably afforded me in the discharge of my duties, and I present to the Warden my thanks for his unflinching care in procuring for me everything I needed and for his courtesy in the course of our official relations.

I have the honor to be, Sir,

Your obedient servant,

J. T. POMINVILLE, M.D.,

Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ANNUAL RETURN of Sick treated in the Hospital and Cells of St. Vincent de Paul Penitentiary, during the Year ended 30th June, 1883.

Diseases.	Remained.	Admitted.	Discharged.	Died.	Remaining.	Diseases.	Remained.	Admitted.	Discharged.	Died.	Remaining.
						Brought forward	220	220			
Acné.....		3	3			Hypocondriæ.....	2	2			
Abcess.....		18	18			Hydrocele.....	1	1			
Auteritis.....		1	1			Insane.....	4	4			
Asthma.....		1	1			Jaundice.....	1	1			
Blepharitis.....		5	5			Lumbago.....	3	3			
Boils.....		4	4			Neuralgia.....		13	13		
Bronchitis.....		16	16			Ophthalmia.....	1	16	17		
Cardialgia.....		7	7			Orchites.....		3	3		
Chancre, venereal.....		3	3			Ponaris.....	4	4			
Cholera (sporadic).....		2	2			Phthisis (pulmonary).....	3	2	1		
Contusion.....		14	14			Phynosis.....	1	1			
Coryza.....		2	2			Pleurodynia.....	4	4			
Diarrhœa.....		56	56			Peritonitis.....	1	1			
Dyspepsia.....		5	5			Pneumonia.....	2	2			
Dysentery.....		30	30			Prurigo.....	5	5			
Epilepsy.....		2	2			Pyrosis.....	17	17			
Epistaxis.....		2	2			Scrofula.....	1	1			
Erysipilas.....		1	1			Spermatorrhœa.....	4	4			
Fistula in ano.....		1	1			Stricture urethra.....		10	10		
Gonorrhœa.....		14	14			Syphilis secundariæ.....	23	22			
Heart disease.....		12	12			Scorbu.....	2	2			
Hernia inguinal.....		10	10			Scabies.....	1	1			
Hæmoptysis.....		1	1			Tonsillitis.....	10	10			
Hemorrhoids.....		10	10			Urethritis.....	5	5			
Carried forward.....		220	220			Total.....	1	355	355	1	

* Transferred to Kingston Insane Asylum.

J. T. POMINVILLE, M.D.,

Surgeon, St. Vincent de Paul Penitentiary.

STATEMENT of Accidents to Convicts in the St. Vincent de Paul Penitentiary, for the Year 1883.

Date.	Name.	Where Employed.	Nature of Accident.	Cause of Accident.	No. of days in hospital.	Remarks.
1882.						
Aug. 7...	Cyrille Dugal.....	Blacksmiths' shop...	Sprain of ankle.....	Sudden turning of foot.....	2	
Sept. 28...	Flavien Roberge.....	Mason gang.....	Contusion of foot.....	A large iron beam falling on foot.....	34	
do 29...	George Couillard.....	do.....	do.....	Stone falling off stone cart.....	3	
Oct. 22...	Glode Brisbois.....	Stone shed.....	Sprain of ankle.....	Falling off the stairs in yard.....	10	
do 31...	Alfred Berubé.....	Mason gang.....	Contusion of foot.....	Wheel of stone cart rolling over foot.....	5	
Nov. 16...	Glode Brisbois.....	do.....	Ophthalmia.....	Boring a hole in a stone with chisel.....	46	A splinter from the chisel struck him on the ball of the eye.
do 24...	Ephrem Valliers.....	do.....	Contusion of head, accompanied with a wound.....	Falling on a stone.....	7	
1883.						
Jan. 12...	Isaie Brulé.....	Carpenters' shop.....	Loss of thumb nail.....	Nail crashed by grindstone.....	34	
do 20...	Leon Hogue.....	Quarry.....	Contusion of foot.....	Stone falling from derrick.....	7	
do 31...	Joseph Hogue.....	Yard.....	Contusion.....	Fall from roof of building 30 feet high.....	5	
March 24...	Henry Holden.....	Wood shed.....	Cut on thigh.....	Using draw-knife.....	30	
April 7...	Michael Kilgallen.....	Tramway.....	Contus'n of both legs.....	Tramway car rolling over legs.....	44	
May 3...	Louis Leblanc.....	Stone shed.....	Wound of cranium.....	Blow of a padlock given by an officer.....	28	This convict was in the act of deserting when he received the blow.

J. T. POMINVILLE, M.D.,
Surgeon, St. Vincent de Paul Penitentiary.

ANNUAL RETURN of Deaths in Hospital of St. Vincent de Paul Penitentiary, for the Year 1882-83.

Number.	Names.	Age.	Disease.	When Admitted.	Died.	Country.	No. of days in Hospital.	Remarks.
1287	J. B. Deragon.	23	Gun shot wound	.....	Instantly....	Canada....	Nil.	Was killed in his endeavor to escape.
1079	Hormidas Julien	26	Pulmonary phthisis.....	Oct. 28, '82	Jan. 4, 1883.	do ...	68	

J. T. POMINVILLE, M.D.,
Surgeon, St. Vincent de Paul Penitentiary.

No. 22.

SCHOOL REPORT.

ST. VINCENT DE PAUL PENITENTIARY, 30th June, 1883.

SIR,—I have the honor to submit my first Annual Report of the management of the school for the fiscal year ending 30th June, 1883.

187 convicts have been benefiting of the privilege of attending school during the past year. Of that number, forty-seven have been discharged in the course of the year; sixteen of them being able to earn their own living, owing to the instruction received here, and the thirty-one others knowing reading, writing and ciphering tolerably well.

The most part of the convicts show themselves very anxious of being admitted to school. They generally seek for that favor, which they consider as a right they are entitled to as convicts, on the first days of their arrival. Although none of them are admitted unless their conduct be tested, on some occasions the Warden has expelled some of them on account of their having no disposition for learning. I must state here that I always found, in the person of the Warden, a constant assistance and an unequalled kindness.

The different changes which occasionally occur in the gangs and the nature of the work to be done, evidently prevented a good number of convicts from attending school, but now that the outside work is nearly at an end, it will be permitted them to resume their class with an increase of courage, in order to overtake those more advanced.

With a few exceptions, I am satisfied with the general conduct of the scholars, and the dispositions they display in order to render themselves familiar with the subjects taught them. The progress is also satisfactory, owing to the short length of time allowed to each man—an hour a day.

In order to render the school attractive and more profitable to convicts, and at the same time to keep this powerful means of moralization, if it was permitted me, I would suggest that some prizes in books should be distributed to convicts whose conduct, attendance, application and progress would be noticed by the Schoolmaster. Convicts, more than other men, are more liable to be stimulated by the perspective of a reward, and the nearer the reward the greater the effort is to obtain it.

The following is the certificate of Rev. Mr. Allan, concerning the examination held on the 2nd March last:—

Having this day examined the four classes of English speaking pupils in the school—in all twenty-four men—in the various subjects of reading, spelling, writing

and arithmetic, I find that they have given much attention to the large amount of care which has evidently been bestowed upon them by the Schoolmaster.

JOHN ALLAN,
Protestant Chaplain.

ST. VINCENT DE PAUL PENITENTIARY, 2nd March, 1883.

The bad health of the Rev. Father Leclerc prevented him from accompanying the Protestant Chaplain in his examination of the school.

I seize the opportunity which is afforded me to tender to those two gentlemen, and to all officers with whom I have had dealings, my sincere thanks for their uniform kindness and assistance during the past year.

Annexed is a statement giving subjects for each day and how divided.

Total amount of scholars, 105.

Average daily attendance, 70.

CATHOLIC LIBRARY.

The library is highly appreciated by convicts, and especially by those attending school. 200 convicts out of 308 are allowed to get books from the library; leaving 108 unable to read.

The library is kept in good order, books being repaired and bound by my two assistants.

Number of books in the library:—

French.....	620
English	405
Total	1,025

Average of books issued twice a week, 150.

The officers have the privilege of getting books from the library, subject to the same rules as the convicts.

J. T. DORAIS,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

DIVISION of Subjects.

	English Class. 9 to 10 a.m.	French Class. 10 to 11 a.m.	French Class. 2 to 3 p.m.	English Class. 3 to 4 p.m.
Monday	Reading, spelling and dictation.	Reading and spelling.	Reading, spelling and dictation.	Reading, spelling and dictation.
Tuesday.....	Tables and arithmetic	Tables and arithmetic	Tables and arithmetic	Tables and arithmetic
Wednesday.	Writing.....	Writing.....	Writing.....	Writing.
Thursday....	Reading, spelling and dictation.	Reading, spelling and dictation.	Reading, spelling and dictation.	Reading, spelling and dictation.
Friday	Writing.....	Writing.....	Writing.....	Writing.

DORCHESTER PENITENTIARY.

WARDEN'S REPORT FOR THE YEAR ENDED 30TH JUNE, 1883.

DORCHESTER PENITENTIARY, 1st July, 1883.

SIR,—I have the honor to submit my third Annual Report on the management of this Penitentiary, with the usual returns, for the fiscal year ended the 30th June, 1883.

The conduct of the staff during the past year has been satisfactory; and under all the difficulties connected with the organization and government of a penitentiary, I have reason to be thankful that you have not as yet been called upon since this prison was opened, in 1880, to investigate any serious difficulties arising between the members of the staff; and I trust we may long continue in that friendly relation so essential to promote the best interests of the institution.

The conduct of the prisoners has not deteriorated, but rather improved; and I am satisfied that the further remission of time allowed will have a most beneficial result in maintaining discipline. We had three attempts to escape during the year, and one of these unfortunate convicts was shot dead. After a very full investigation of the affair by a coroner's jury, their verdict fully justified the shooting. The other attempts to escape did not amount to much, as the runaways were captured within a few minutes. I think we have been fortunate in regard to escapes, when we take into consideration that there is not another prison in America that has anything like the number of convicts in proportion to population working outside the prison walls, and otherwise affording such facilities for escape, as ourselves.

The total expenditure for the year was \$41,709.43, leaving a balance of our estimates unexpended of \$535.87. Out of this expenditure I have paid \$810 for conveying prisoners from Halifax to Kingston, incurred before the prison was opened, besides some other amounts for which I did not make provision in my estimates. I think I can say with truth, the financial affairs of the prison have been conducted with a due regard to economy.

The following work has been completed by convict labor since my last Report: A comfortable dwelling house for the Engineer; a large and commodious root-house and barn, which was much needed; gratings put on the hospital doors and windows by the Engineer; the water-pipes have been laid from the main building to all the officers' houses; hydrants have been placed in position for fire service, and when we have the new reservoir (which will contain 200,000 gallons of water) built, and our water pipes, or that portion of them plugged with wood, replaced with lead, all of which work is under way, we shall have a very efficient fire service. We have excavated and finished the cellars under all the officers' houses, and provided good and efficient drains from each of them to the main sewer. We have furnished all the houses and buildings in connection with the prison with necessary ladders, and completed the bath-rooms with bath tubs, &c. We have been able to make up all our own convicts' clothing, including socks, &c. There has been a large amount of work done in the machine shop, the engine received from the St. John Penitentiary having been completely renovated, besides various other jobs connected with the building and machinery. I am in hopes to have the saw mill in operation in a short time. Our chapel has been greatly improved; the partition removed, so that the whole room can be used by each denomination, and the room thoroughly painted. The work was all done by convict labor, under the supervision of the Chaplains.

You will see by the accompanying returns that the work referred to is only a portion of what has been done by convict labor, in connection with the various industries of the place.

Our farm products show a very considerable increase on the previous year, and I have used every means available for advancing this important industry. Last

autumn I purchased eighty sheep, sixty of which I wintered. These produced 295 lbs. of wool, and raised sixty lambs. I intend this fall to make the flock up to about 200 graded ewes, as I am satisfied this will be the most remunerative branch of our farming operations; and a large portion of our land is well adapted for sheep raising.

The general health of the prison for the year has been satisfactory. Our hospital answers for the ordinary sick convicts, but it affords very little security against escape, without the constant attendance of a guard. I would recommend that two large cells be constructed in the new wing now being built, to provide for the better security of long-term convicts during sickness, and for those who may be suspected of feigning sickness for the purpose of escape. This would obviate the necessity of a special watch in such cases.

The number of female convicts remained the same during the year, viz., five. It is almost impossible to have the government of this branch of the institution what it should be, without having separate cells for the prisoners. We have only two rooms for use as cells, and should the number of prisoners be increased, this difficulty ought to be removed, although, from the construction of the building, it will be hard to do. However, when you next visit us, you will be able to give the matter your personal attention.

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

BLAIR BOTSFORD,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 2—EXPENDITURE.

Cr.

DE. THE DOMINION OF CANADA, in Account with the Dorchester Penitentiary, for the Year ended 30th June, 1883.

1883.		\$	cts.	1883.		\$	cts.
To Staff—				July 30...	By		
Salaries..	24,293 04			do 31...	Officers' pay list No. 1.....	400 00	
Gratuities on retirement.....	608 68			Aug. 31...	do do No. 14.....	2,022 25	
Uniforms.....	1,563 10		26,454 82	Sept. 9...	Authority to pay July accounts.....	584 36	
				do 22...	do do August accounts.....	1,245 39	
To Maintenance—				do 30...	Officers' pay list No. 30.....	2,022 25	
Rations.....	5,730 92			Oct. 30...	Authority to pay September accounts	722 39	
Convicts' clothing.....	1,777 20			do 31...	Officers' pay list No. 40.....	2,022 25	
do travelling allowance.....	202 50			Nov. 14...	Authority to pay October accounts..	2,111 17	
do discharge clothing.....	380 30			do 30...	Officers' pay list No. 58.....	2,022 25	
Bedding.....	113 68			Dec. 13...	Authority to pay November accounts	2,036 20	
do.....	34 32			do 31...	Officers' pay list No. 73.....	2,022 25	
Internments.....	150 67						
Chapels.....	6 25			1883.			
Libraries.....	1 22			Jan. 22...	Authority to pay December accounts	1,577 63	
School.....	6 60			do 31...	Officers' pay list No. 87.....	2,022 25	
Escapes.....	255 43			Feb. 15...	Authority to pay January accounts..	1,163 63	
Hospital.....	340 90		8,999 99	do 28...	Officers' pay list No. 98.....	2,022 25	
Contingencies.....				Mar. 28...	Authority to pay February accounts..	2,139 65	
				do 31...	Officers' pay list No. 114.....	2,022 25	
To Working Expenses—				Apr. 17...	Authority to pay March accounts....	844 41	
Heating.....	2,127 00			do 30...	Officers' pay list No. 131.....	2,022 25	
Light.....	418 67			May 17...	Authority to pay April accounts.....	911 46	
Repairs to buildings.....	497 84			do 31...	Officers' pay list No. 147.....	2,022 25	
Maintenance of machinery.....	343 10			June 18...	Authority to pay May accounts.....	2,311 64	
Armory.....	32 02			do 30...	Officers' pay list No. 167.....	2,047 25	
Kitchen.....	200 01			July 17...	Authority to pay June accounts.....	1,422 98	
Stationery.....	35 18			do 17...	Stationery Office.....	28 03	
Queen's Printer.....	19 56			do 17...	Queen's Printer.....	19 56	
Farm and stables.....	1,583 04		5,246 72				
To Industries.....			235 04				
Transfer of convicts to Dorchester in							
1880.....			810 45				
Refund deposit No. 663.....			103 47				
			41,860 49				41,860 49

JOHN A. GRAY,
Accountant.

BLAIR BOTSFORD,
Warden.

No. 3.

RETURN of Officers Employed at the Dorchester Penitentiary, as on the 1st day of July, 1883, giving Salary, Age, &c.

Name.	Rank.	Salary.	Age.	Date of Appointment.
		\$		
Blair Botsford.....	Warden.....	2,000	62	June 22, 1879
John B. Forster.....	Deputy Warden.....	1,200	41	do 22, 1879
John A. Gray.....	Accountant.....	1,000	30	Sept. 1, 1880
Robert Mitchell.....	Surgeon.....	1,200	48	July 1, 1880
Rev. R. Simonds.....	Protestant Chaplain.....	550	60	do 1, 1880
Rev. E. E. Labbé.....	R. Catholic do.....	550	40	do 1, 1880
George Keefe.....	Chief Keeper.....	800	60	Dec. 1, 1861
John Fraser.....	Storekeeper.....	700	46	July 1, 1880
Charles Ross.....	Steward.....	700	43	Nov. 1, 1867
Robert J. Cooke.....	Engineer and Machinest.....	800	32	July 1, 1880
Mrs. Chipman.....	Matron.....	500	61	do 1, 1880
Mrs. Keefe.....	Deputy Matron.....	300	53	Jan. 1, 1865
Patrick McGowan.....	Hospital Overseer.....	600	41	July 1, 1880
Thomas Short.....	Shoemaker.....	600	28	do 1, 1880
Charles Miller.....	Carpenter Instructor.....	700	35	March 1, 1868
John Downey.....	Blacksmith do.....	700	44	May 1, 1848
William Fegan.....	Mason do.....	700	49	do 1, 1876
Nathan Tattrie.....	Shoemaker do.....	600	40	Sept. 1, 1877
Herbert S. Pipes.....	Farmer and Gardener.....	600	28	June 1, 1881
William Hogan.....	Keeper.....	550	43	Jan. 1, 1869
Henry Godsoe.....	do.....	550	50	Aug. 1, 1869
John Johnston.....	do.....	550	41	March 20, 1871
James McDougall.....	Messenger.....	500	42	Jan. 1, 1873
Richard Umlah.....	Guard.....	500	66	May 1, 1872
Robert Earle.....	do.....	500	43	Oct. 3, 1872
Samuel Barnes.....	do.....	500	46	Jan. 1, 1874
Charles N. Derrah.....	do.....	500	37	July 1, 1878
William Alexander.....	do.....	500	37	do 1, 1880
Robert V. Greenwood.....	do.....	500	45	do 1, 1880
Patrick Shea.....	do.....	500	34	do 1, 1880
John Corcoran.....	do.....	500	35	do 1, 1880
Vital Légers.....	do.....	500	38	do 1, 1860
Patrick Connell.....	do.....	500	32	do 1, 1880
Jude Cormier.....	do.....	500	46	Nov. 8, 1881
Robert Colburn.....	do.....	500	26	Aug. 1, 1881
Alexander McNeil.....	do.....	500	25	March 15, 1882
James Luther.....	do.....	500	44	May 9, 1882
James A. Lane.....	do.....	500	36	July 1, 1880
Joseph LeBlanc.....	do.....	500	35	May 1, 1883
Robert Wathen.....	do.....	500	23	June 1, 1883
Willard Hutchinson.....	do.....	500	46	July 16, 1883
Adolphus Allain.....	Teamster.....	350	27	do 10, 1883

No. 4.

STATEMENT of the Movements of Convicts, at the Dorchester Penitentiary, for the Year ended 30th June, 1883.

	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at 12 p.m., 30th June, 1883	96	5	101			
Received since—						
From Common Jails	57		57	153	5	158
Discharged since—						
By Expiration of sentence	25		25			
Pardon	3		3			
Death.....	5		5	33		33
Remaining at 12 p.m., 30th June, 1883.....				120	5	125

No. 5.

CRIMINAL STATISTICS of Prisoners received at the Dorchester Penitentiary, during the Year ended 30th June, 1883.

	Description.	Male.	Female.	Total.		Description.	Male.	Female.	Total.
Race	White.....	53		53	Religion	Roman Catholics	18		18
	Colored.....	4		4		Church of England....	19		19
		57		57		Baptists.....	8		8
Marital	Married	15		15		Methodists	7		7
	Single	40		40		Presbyterian	5		5
	Widowed.	2		2			57		57
		57		57	Crime	Larceny.....	22		22
Age.....	Under 15 years	4		4		Burglary and larceny..	14		14
	From 15 to 20 years...	20		20		Stealing money from			
	do 20 to 30 do ...	19		19		letters	5		5
	do 30 to 40 do ...	7		7		Arson	3		3
	do 40 to 50 do ...	3		3		Shooting to preventar-			
	do 50 to 60 do ...	1		1		rest	2		2
Over 60 years	3		3	Assault		3		3	
		57		57		Perjury	1		1
Birthplace...	Nova Scotia.....	22		22		Shooting with intent to			
	New Brunswick	17		17		kill	1		1
	Prince Edward Island.	6		6		Obstructing railway...	1		1
	Newfoundland.....	2		2		Forgery.....	1		1
	United States.....	3		3	Rioting	1		1	
	England	4		4	Unnatural crime	1		1	
	East Indies.....	2		2	Bigamy	1		1	
	West Indies	1		1	Horse stealing.....	1		1	
		57		57		57		57	
					Occupation.	Painters	2		2
						Carpenters	2		2
						Shoemakers	2		2
						Clerks	2		2
						Mason	1		1

No. 5.

CRIMINAL STATISTICS of Prisoners received at the Dorchester Penitentiary, during the Year ended 30th June, 1883.

—	Description.	Male.	Female.	Total.	—	Description.	Male.	Female.	Total.	
Occupation	Gunsmith	1	.....	1	<i>Provinces.</i>	<i>County.</i>			
	Surveyor	1	1						
	Laborers	46	46						
<i>Province.</i>	<i>County.</i>	57	.....	57	P. E. Island	Queens.....	5	.....	5
Nova Scotia	Halifax	9	.....	9	Total by Provinces	Nova Scotia.....	27	.....	27
	Annapolis	4	.....	4		New Brunswick	25	.....	25
	Colchester	4	.....	4		Prince Edward Island	5	.....	5
	Hants	2	.....	2			57	.....	57
	Cumberland	2	.....	2					
	Yarmouth.....	1	.....	1					
	Shelburne	1	.....	1					
	Kings.....	1	.....	1					
	Lunenburg	1	.....	1					
	Pictou	1	.....	1					
Digby	1	.....	1						
		27	.....	27					
New Brun- swick	St. John.....	10	.....	10	Sentences..	2 years.....	29	.....	29
	Westmoreland	4	.....	4		3 do	7	.....	7
	York.....	4	.....	4		4 do	5	.....	5
	Kings.....	2	.....	2		5 do	5	.....	5
	Restigouche	1	.....	1		6 do	1	.....	1
	Charlotte	1	.....	1		7 do	3	.....	3
	Kent.....	1	.....	1		8 do	1	.....	1
	Carlton	1	.....	1		10 do	2	.....	2
	Madawaska	1	.....	1		15 do	1	.....	1
		25	.....	25		20 do	2	.....	2
					Life.....	1	.....	1	
						57	.....	57	
					Courts	Supreme	45	.....	45
						County	12	.....	12
						57	.....	57	

No. 6.

CRIMINAL STATISTICS of Prisoners remaining in the Dorchester Penitentiary on the 30th June, 1883.

		Male.	Female.	Total.			Male.	Female.	Total.
Race	White	105	3	108	Crime	Stealing money from letter	4		4
	Colored	12	2	14		Assault	3		3
	Indian	2		2		Cattle stealing	3		3
	Lascar	1		1		Sheep stealing	3		3
		120	5	125		Forgery	3		3
Marital	Single	84	3	87	Wounding to prevent arrest.....	2		2	
	Married	30		30	Malicious injury to property	2		2	
	Widowed	6	2	8	Robbery	2		2	
		120	5	125	Burglary	2		2	
Age	Under 15 years	4		4	Manslaughter	1		1	
	From 15 to 20 years	30		30	Horse stealing.....	1		1	
	do 20 to 30 do	48	3	51	Shooting	1		1	
	do 30 to 40 do	20	1	21	Embezzlement.....	1		1	
	do 40 to 50 do	10		10	Breach of prison	1		1	
	do 50 to 60 do	5	1	6	Uttering forged promissory note	1		1	
	Over 60 years	3		3	Perjury	1		1	
		120	5	125	Obstructing railway ...	1		1	
Birthplace ...	Nova Scotia.....	46	3	49	Occupation ..	Labourers	86		86
	New Brunswick	45	2	47		Shoemakers	7		7
	Prince Edward Island.	11		11		Cabinet makers	4		4
	Quebec.....	1		1		Farmers	3		3
	Newfoundland	2		2		Carpenters	3		3
	United States	4		4		Painters	3		3
	England	6		6		Ship carpenters	2		2
	Ireland	1		1		Seamen	2		2
	Scotland	1		1		Clerks	2		2
	West Indies	1		1		Tinsmith	1		1
	East Indies	2		2		Veterinary surgeon ...	1		1
		120	5	125		Cooper	1		1
	Religion	Roman Catholic	35	4		39	Mason	1		1
Church of England ...		37	1	38	Gunsmith	1		1	
Baptist		22		22	Machinist	1		1	
Methodists		13		13	Surveyor	1		1	
Presbyterian		12		12	Butcher	1		1	
No religion.		1		1	Women		5	5	
	120	5	125		120	5	125		
Crime	Larceny	44	3	47	<i>Province.</i>	<i>County.</i>			
	Shop breaking and larceny	19	1	20	Nova Scotia.	Halifax	18		18
	Inflicting grievous bodily harm	7		7		Annapolis	11		11
	Arson.....	5		5		Pictou	6	1	7
	Murder	4	1	5		Colchester	4		4
	Unnatural crime.....	4		4		King's	3		3
	Bigamy	4		4		Hants	2		2
						Cumberland.....	2		2
						Cape Breton	1		1
						Guysboro'	1	2	3
						Yarmouth.....	1		1
						Shelburne	1		1
						Lunenburg	1		1

No. 6.

CRIMINAL STATISTICS of Prisoners remaining in the Dorchester Penitentiary on the 30th June, 1883.

		Male.	Female.	Total.			Male.	Female.	Total.
Province.	County.				Total by Provinces				
Nova Scotia.	Digby	1		1	Total by Provinces	Nova Scotia.....	52	3	55
		52	3	55		New Brunswick	60	2	62
						Prince Edward Island.	8		8
New Brunswick.....	St. John	20	1	21	Sentences ...	2 years	25	3	28
	Westmoreland.....	13		13		2 do and 1 month..	2		2
	York	7		7		2½ do	8		8
	Kings	6		6		3 do	28	1	29
	Carleton	6		6		4 do	14		14
	Northumberland	2		2		5 do	17		17
	Gloucester	1	1	2		6 do	4		4
	Albert	1		1		6½ do	1		1
	Queens	1		1		7 do	6		6
	Restigouche.....	1		1		8 do	2		2
	Charlotte	1		1		10 do	5		5
	Kent	1		1		14 do	1		1
		60	2	62		15 do	2		2
					20 do	2		2	
					Life	3	1	4	
P. E. Island.	Queens'	7		7					
	Prince	1		1					
		8		8	Courts	Supreme	87	4	91
						County	33	1	34
							120	5	125

No. 7.

DISTRIBUTION of Convicts at the Dorchester Penitentiary, as on the 30th June, 1883.

How Employed.	No.	How Employed.	No.
Machine shop.....	10	Prison work	7
Carpenter shop.....	11	Farm and stables.....	16
Shoe do	5	Kitchen and waiters.....	8
Tailor do	4	Sick.....	3
Blacksmith do	3	Idle	17
Masons	7	Female department.....	5
Grading main road.....	16		
Wash-house	6	Total	125
Grading before officers' houses.....	7		

No. 8.

RETURN of Convicts who have been Pardoned out of the Dorchester Penitentiary, during the Year ended 30th June, 1883.

No.	Name.	Crime.	Where Convicted.
1	Patrick McDonald.....	Stabbing with intent to murder.....	Inverness, C.B.
2	George Beaulieu.....	Entering and larceny.....	Madawaska, N.B.
3	David Hurd.....	Burglary and stealing.....	Truro, N.S.

No. 9.

RETURN of Convicts who have been Re-committed to the Dorchester Penitentiary, during the Year ended 30th June, 1883.

No.	Name.	Re-commitments.
1	Charles Stewart	1st re-commitment.

No. 10.

SUMMARY of Punishments awarded to Convicts in the Dorchester Penitentiary, during the Year ended 30th June, 1883.

Months.	No. in Dark Cell.	No on Bread and Water.	No. deprived of School.	No. deprived of Light.	No. deprived of use of Library.	No. deprived of Tobacco.	No. Reprimanded and Admonished.
1882.							
July	1	1	.....	.....	.....	.....	.....
August	4	4	.....	.....	.....	.....	1
September	1	1	.....	.....	.....	.....	1
October	13	13	.....	.....	.....	.....	6
November	9	9	.....	.....	.....	.....	4
December	8	8	8	8	.....	6	1
1883.							
January	6	6	.....	6	.....	6	.....
February	5	5	2	3	.....	2	.....
March	7	7	2	5	.....	3	17
April	1	1	.....	.....	.....	.....	2
May	5	5	.....	.....	.....	.....	3
June	6	6	.....	.....	.....	.....	2
	66	66	12	22	.....	17	37

No. 11.

RETURN of Convicts who Died in the Dorchester Penitentiary, during the Year ended 30th June, 1883.

No.	Name.	Crime.	Where Convicted.
1	Augustus Keeling	Malicious injury to property	Pictou, N.S.
2	George Stewart	Rape	Fredericton, N.B.
3	Daniel Cameron	Larceny	Guysboro', N.S.
4	Charles Perry	Robbery	Hampton, N.B.
5	William White	Assault	Charlottetown, P.E.I

No. 12.

RETURN of Remission Time earned by Convicts discharged from the Dorchester Penitentiary, during the Year ended 30th June, 1883.

No.	—	Days.	no.	—	Days.
1	Convict earned	62	1	Convict earned	104
1	do	67	1	do	117
2	do	69	1	do	120
1	do	72	1	do	123
14	do	77	1	do	128
1	do	89	1	do	195
2	do	96	1	do	216

No. 13.

SUMMARY of the Value of Labor performed in the Dorchester Penitentiary, for the Year ended 30th June, 1883.

Department.	Custom Work.	Officers.	Public Works Department.	Dorchester Penitentiary	Total.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Shoe shop	105 27	45 60	.....	160 17	311 04
Carpenter shop	33 89	114 25	353 00	968 25	1,469 39
Blacksmith do	9 25	.....	31 40	449 87	490 52
Tailor do	6 82	.....	.....	412 99	419 81
Mason do	5 10	.....	1,113 00	175 00	1,293 10
Machine do .....	.....	.....	1,358 00	.....	1,358 00
Waterworks .....	.....	.....	1,034 00	.....	1,034 00
Total	160 33	159 85	3,889 40	2,166 28	6,375 86

—	Number of Days.	Rate.	Amount.	
		Cts.	\$ cts.	
Farm	2,644	40	1,053 60	
Stables and teamsters	1,794	40	717 60	
Lumbering	1,063	40	425 20	
Kitchen and waiters	2,253	40	901 20	
Wash-house	1,267	40	506 80	
Whitewashing	443	40	177 20	
Piggery	338	40	135 20	
Quarry	559	40	223 60	
Grading yard and roads	849	40	339 60	
Building root house	1,370	40	548 00	
Firemen	516	40	206 40	
Shovelling snow	177	40	70 80	
Sawing wood	118	40	47 20	
Hauling coal and ice	131	40	52 40	
Sundry prison work	1,471	40	588 40	5,993 20
Total .....	.....	.....	.....	12,369 06

No. 14.

RETURN of the Products of the Dorchester Penitentiary Farm, for the Year ended 30th June, 1883.

Quantity.		Rate.	Amount.
		\$ cts.	\$ cts.
55	Tons English hay.....	8 00	440 00
40	do broadleaf hay.....	4 00	160 00
2,066	Bushels potatoes.....		623 30
840	do turnips.....	0 25	210 00
30	do carrots.....	0 50	15 00
7	do beets.....	0 60	4 20
100	do oats.....	0 50	50 00
60	do barley.....	0 60	36 00
58	do buckwheat.....	0 70	40 60
295½	Lbs. wool sold.....	0 32½	95 49
4	Pairs oxen sold.....		390 00
25	Young pigs sold.....		58 00
3,117	Lbs. pork.....		267 17
378	Lbs mutton.....		26 46
46½	Cords wood sold.....		81 50
21	do used.....	2 00	42 00
	Pasturage.....		146 33
	Total.....		2,688 05

JOHN A. GRAY,
Accountant.

No. 15.

ANNUAL REPORT OF THE CATHOLIC CHAPLAIN.

DORCHESTER PENITENTIARY, 2nd July, 1883.

SIR,—I have the honor of submitting my third Annual Report for the fiscal year ended 30th June, 1883.

I have to inform you, in the first place, that Divine service has been regularly held in the Penitentiary chapel every Sunday; that all the convicts entrusted to my charge have attended thereat; that they have manifested exemplary respect and piety in their deportment during the celebration of mass, and that they have listened to the instructions given them with commendable attention.

Since the opening of this institution there has been one thing wanting to the solemnity of our religious worship—we had no person competent to take charge of the music and the singing. Low mass, in consequence, was celebrated every Sunday. Since the recent appointment, however, of Mr. Jos. T. LeBlanc, as Guard, Mrs. LeBlanc has kindly undertaken the task. She has already succeeded in forming quite a large and efficient choir, and we have at present both singing and music on Sundays at mass. We could also have vespers on Sunday afternoons, if we had a separate chapel.

Afternoon service would be very consoling as well as beneficial to these poor prisoners who, as things are now, are shut up in their cells from 10 a.m. until evening. I trust that the Department will recognize the importance of this matter, and find means to allow each denomination its own separate place of worship.

Much improvement has been made in the chapel last winter, such as painting, decorating the altar, &c. The 1st of June our good Bishop, the Right Rev. J. Sweeney, was pleased to pay a visit to the Penitentiary, and addressed all the convicts in very appropriate words, reminding them of the necessity of reforming their conduct and of the good use they ought to make of their retirement and sufferings for the benefit of their souls.

We have to chronicle two deaths in the course of the past year. Daniel Cameron died after a sickness of two weeks, despite the assiduous attentions of our skilful surgeon; and Charles Perry, who met his death in seeking his liberty. A ball from the rifle of one of the guards in pursuit pierced his heart and death was instantaneous. I shall abstain from making any comments on this sad affair. I must accept the verdict of the Coroner's jury, which attached no blame to any one.

Aside from this occurrence, excellent discipline has been maintained among the prisoners throughout the year.

The officers are very courteous and obliging to all, and seem anxious to accomplish their duties to the best of their ability. This good order and courtesy is certainly due, in a large measure, to the condescension and tact of our worthy Warden.

The movements of the Catholic convicts during the year have been as follows:—

Remaining in prison since 1st July, 1882:—	
Men.....	33
Women.....	4
	— 37
Received during the year:—	
Men.....	18
	— 18
	—
	55
Discharged:—	
Men.....	14
Died:—	
Men.....	2
	— 16
Remaining in prison, 1st July, 1883:—	
Men.....	35
Women.....	4
	— 39
	==

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

ED. E. LABBÉ,
Priest, Roman Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 16.

REPORT OF THE PROTESTANT CHAPLAIN.

MARITIME PENITENTIARY,
DORCHESTER, N.B., 11th August, 1883.

SIR,—I have the honor to submit this, my third Report as Protestant Chaplain, and am glad to be able to testify to the good conduct of the prisoners, as far as their conduct comes under my observation.

At the end of the year 1882-83, the number of males under my spiritual supervision was eighty-five, and but one female. During the year, three men in the Protestant department died, to one of whom, never having been baptized, and specially desiring baptism, I administered that holy Sacrament.

The Sunday services have been held, as heretofore, with strict regularity; occasionally in my absence by the Rev. J. Roy Cambell, Rector of Dorchester. On Sunday, 22nd April, we had the privilege of a visit from the Right Reverend Dr. Kingdon, Bishop Coadjutor of Fredericton, who kindly addressed the convicts in the chapel.

Of late, unhappily, quite a number of mere boys have been sentenced and sent to this Penitentiary, and were it not for the thoughtful consideration of the Warden and Deputy, and for the general admirable management of the institution, such a disposal of these cases would indeed be very greatly to be deplored. However, as his Honor, Chief Justice Allen, truly remarked (in pronouncing sentence upon some of these boys), that to send them to an over-crowded jail, such as that at St. John, would be far worse for them in a moral point of view; and, in the absence of a reformatory, no doubt a well-managed penitentiary is the next best place for such youthful offenders, who cannot be sent to a decent, uncrowded jail. In this institution employment is found, within the building, for the younger of these boys, so that the danger of moral contamination by much association with the men is reduced to a minimum. The Schoolmaster also devotes additional time, daily, to the general instruction of the boys; and I have taken some pains with their religious teaching. For the present, therefore, they are well looked after, and by their very position as prisoners, are really shielded from much evil, so that if, hereafter, the stigma of having been convicts should not make them careless as to their characters, and reckless in their conduct, their imprisonment here may result only in good. Still, there is, undoubtedly, danger of the other result, and, therefore, a reformatory would seem to be the proper place for such boys, some of whom, I certainly think are by no means hardened, nor in truth have they been very grievous offenders. The same may be said of a number of the men; and it seems to me a very serious matter to load a man for life with the disgrace of having been a convict in a penitentiary, when a few months' confinement in a county jail (not always crowded) would seem to be a quite sufficient punishment.

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

RICHARD SIMONDS,
Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 17.

REPORT OF THE SURGEON.

DORCHESTER PENITENTIARY, 1st July, 1883.

SIR,—I have the honor to present my Annual Report for the year ended 30th June, 1883.

The hygienic condition of the institution is at present in a very satisfactory state, although the cells are all full, leaving us somewhat cramped for accommodation for the late admissions.

The new hospital is now about complete. The hot air furnace put in last autumn by the Warden's directions, works admirably, and affords all the heat necessary to make the wards comfortable in the coldest weather. The ventilating of the wards is simple, and in every way effective. The drainage is good, and the water supply sufficient for all purposes, including bath room and closet.

The erection of six baths in our new laundry, well supplied with hot and cold water, is found to fully meet a want hitherto much felt, and our men can now be bathed with expedition and regularity.

The general health of the convicts has been good, although the percentage of deaths has been higher than heretofore. This results chiefly from diseases that the convicts had when admitted, and that are always rendered more fatal by confinement. There have been four deaths in hospital from disease, and one from gunshot wound. Two of those died from consumption, one from chronic diarrhoea, and one from inflammation of the lungs, shortly after admission. We have not been visited by any epidemic or contagious disease during the year. The general diseases with which we meet in outside practice, are the only ones that have occurred in the prison.

The number of young lads admitted since last Report is still increasing, and the men generally are not as good physically as those admitted two years ago. A considerable number of the men are in poor health on admission, and I find the percentage of colored men with organic disease to be more than double that of white men.

As usual there was a large number of applications for advice and medicine, for imaginary diseases, many of them for the sole purpose of evading work. These cases give a great amount of trouble, as we require to deal with them with great caution.

The number admitted to hospital was thirteen. The number of days in hospital 196. The total number of applications for advice and treatment was 1,134. Of this number 309 received treatment.

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

ROBERT MITCHELL,
Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

CASES treated in Hospital.

Name.	Disease.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Augustus Keiling.....	Inflammation of lungs.....	1			1	
James Meahan.....	Hepatitis.....		1	1		
George Stewart.....	Phthisis.....		1	1	1	
Angus McDonald.....	Syphilis.....		1	1		
Patrick McDonald.....	Phthisis.....		1	1		
Daniel Cameron.....	Diarrhoea.....		1		1	
John Doyle.....	do.....		1	1		
Charles Perry.....	Gunshot wound.....		1		1	
Jerry Tarbut.....	Scrofula.....		1	1		
William White.....	Phthisis.....		1		1	
Albert Meaher.....	Inflamed testicle.....		1	1		
George Gray.....	Erysipelas.....		1	1		
Total.....		1	11	8	5	

ANNUAL Report of Sick treated in the Hospital and Cells of Dorchester Penitentiary,
during the Year ended 30th June, 1883.

Disease.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Abscess.....	1	2	3		
Asthma.....		3	1		2
Bronchitis.....		3	3		
Boil.....		8	8		
Costiveness.....	7	118	125		
Conjunctivitis.....		1	1		
Cataract.....		1	1		
Diarrhoea.....		20	19	1	
Debility.....		9	8		1
Dysentery.....		2	2		
Erysipelas.....		1	1		
Epilepsy.....	2		1		1
Exostosis.....		1	1		
Erdentes.....		15	15		
Febricula.....		7	7		
Frost Bites.....		4	4		
Gonorrhoea.....		1	1		
Heart Disease.....		5	5		
Hesper.....		1	1		
Hydrocele.....		1	1		
Hemorrhoids.....		4	4		
Hepititis.....		1	1		
Insomnia.....		1	1		
Influenza.....		10	10		
Indigestion.....		3	3		
Lumbago.....		5	3		2
Lepra.....		1			1
Neuralgia.....		2	2		
Phthisis.....		4	2	2	
Pterygium.....		1	1		
Pyrosis.....		1	1		
Pleurisy.....		1	1		
Rheumatism.....		7	7		
Rupture.....		3	1		2
Spermatorrhoea.....		5	5		
Sprains.....		13	13		
Syphilis.....		2	2		
Scrofula.....		4	2		2
Tonsillitis.....		8	8		
Ulcer.....		3	3		
Vertigo.....		4	4		
Wounds.....		13	13		
Total.....	10	299	295	3	11

No. 18.

MATRON'S ANNUAL REPORT.

DORCHESTER PENITENTIARY, 1883.

SIR,—In submitting this, my Annual Report, to you, I can only state that there has been little or no change in the Female Department of this Penitentiary since my last Report for 30th June, 1882.

The number of females, five. Their employment the same as heretofore, namely the usual prison housework, mending sent in from male prison and preparing yarn for the manufacture of socks for the male prisoners.

In regard to conduct, I beg leave to state that the discipline could be much better maintained if separate cells were provided, instead of having only two rooms, as at present, in which to confine the prisoners.

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

A. CHIPMAN,
Matron.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 19.

SCHOOLMASTER'S REPORT.

DORCHESTER PENITENTIARY, 1st July, 1883.

SIR,—In submitting this, my third Annual Report, I am glad to say that the school attendance has been better and more regular for this year than for the last, as you will see by the figures given below.

Conduct good; general proficiency, satisfactory; same as in last report, but with an alteration in "Division of Subjects." I found, after giving this system a fair trial, that there was not sufficient time to do each subject justice; therefore, the time that was devoted to the two is now given to one, and with better results.

There has been school every morning (since the middle of May, for the boys only—seven in number; afterwards the Rev. Mr. Simonds takes five of them for Bible exercises, and to whose instruction they attentively listen.

The Warden and Chaplains have visited the school on different occasions and appear satisfied with its advancement.

Number of scholars now attending.....	40
Average daily attendance.....	31
Total number attended during the year.....	84

LIBRARY.

A great number of the books are looking the worse for wear, but considering the average weekly change is ninety-two, and the books not new when the institution was opened, they have stood the wear well. No new books have been added to the general library yet.

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

THOMAS SHORT,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

DIVISION of Subjects.

	1st Class.	2nd Class.	3rd Class.
Monday	Writing	Writing	Writing.
Tuesday	Reading	Arithmetic	Reading.
Wednesday	Arithmetic	Reading	Arithmetic.
Thursday	Writing	Writing	Writing.
Friday	Reading	Arithmetic	Reading.
Saturday	Arithmetic	Reading	Arithmetic.

MANITOBA PENITENTIARY.

REPORT OF THE WARDEN FOR THE YEAR ENDED 30TH JUNE, 1883.

STONY MOUNTAIN, 29th September, 1883.

SIR,—I have the honor to submit, herewith, my Annual Report for the year ended 30th June, 1883.

In the first place I beg to draw your attention to the several recommendations which were embodied in my Report of last year, but to which little practical consideration has been given, a fact which tends strongly to confirm me in the opinion that an Annual Report by a Warden of a Penitentiary (outside of the required statistical and financial returns) is largely unnecessary. At very brief intervals during the year reports of current events (a history in fact of the daily happenings of importance within the prison) are communicated to the Department with considerable detail. From these records, it appears to me could be collated, with much greater benefit to the Institutions interested, such information and facts as could by the Inspector be embodied in his own Annual Report; and endorsed, as they would greatly be by the result of his own observation in regard to most of the questions at issue, they should become a much more important factor in the way of bringing about reforms or redressing existing evils, than would the Annual Report of any head of an institution which would not unlikely, in the nature of things, partake somewhat of a self-laudatory character, and which for the period when the Estimates for the year would be under discussion, might evoke some comment, and would in no particular carry the same weight as would the Report of the Inspector, based upon his knowledge of the workings of each institution, with the full record of events at his command. The plan at present in vogue presents to a ready writer an opportunity, for the sake of appearances, to make a voluminous report. In this view I am supported by the practice which prevails in Britain, as I find that in the Report of the "Directors of Convict Prisons of England" extracts only, from the Reports of the several governors, chaplains and surgeons, &c., are given.

PRISON STAFF.

I regret that no change has been made in the practice in force here, of the staff having to take their meals outside of the building, and would draw your attention to the reference made thereto in my Report of last year.

The following changes have taken place, owing to the resignations of the Roman Catholic Chaplain:—Accountant, steward and the engineer.

Of the minor officers, eleven were taken on, six resigned, three discharged and one dismissed. These changes are to be regretted, as the initiation to work of new hands causes considerable anxiety and worry to the superiors in the endeavor to maintain discipline. In a new country, such as Manitoba, where opportunities for personal advancement are constantly being offered to the class of men who are fitted to fill the position of guards, some extra inducements must be offered in order to retain services of efficient officials.

I am fully satisfied that if the system (or some such system) to which I made reference in my Report of last year was adopted, viz: that of "pensioning for long and faithful service on the part of the staff, and also in the event of injury, some recognized system of relief be afforded," that the Penitentiary service would be greatly the gainer. From my own experience in such matters, extending over a period of thirteen years in the Manitoba Penitentiary, from the date of its organization, I speak by the book, when I say that it is owing to the impossibility of my being able to offer any inducement for prolonged service, that in many cases the positions of keepers and guards have been looked upon by the men seeking the employment, as merely the means of tiding over a temporary difficulty, whilst seeking more remunerative occupations.

Had the conference of Wardens, as suggested by you, been held, much good would, I am satisfied, have resulted, and this very question of the better providing for the staff been satisfactorily disposed of by some means similar to that suggested in my last Annual Report.

Not only do I concur as to the advisability of holding this conference of Wardens, but would go further, believing that an annual or biennial visitation by the heads of our own institutions, to institutions similar to their own in other parts of the Dominion of Canada and the Continent, would lead to great and practical benefit.

CONVICTS.

Generally the conduct of the convicts has been orderly.

On the 2nd of December, the Chief Keeper made a report, from which I now give an extract:—

"Convict No. 16 (Gardin) reported that convict No. 14 (Faut) had spoken to him in regard to making an attempt to escape, and in the following manner:—"There being only eight guards about the prison he said they could take the whistle (which is used for signalling) from the guard on prison duty, gag him, and that the guard on basement duty could be served in the same way."

From the information given by convict No. 16, it was thought that more were implicated in the scheme. This being the first information I had, I could not place any convict in irons or in any way administer punishment on the mere statement of a fellow prisoner, but was forced into the position of awaiting the issue. Making necessary preparations meanwhile to checkmate any attempt which might be made for a revolt, I tried several plans, but failed to get to the bottom of the plot. My last resort being that of placing a convict having my confidence amongst those I suspected. This I did with beneficial result. This convict reported to the Chief Keeper, on the 8th December, that about 3 p.m. that day a break was to be made by the convicts working in the basement. At the dinner hour I had the officers paraded at my office, when I fully and carefully explained the position in which the prison stood, particularly in regard to the guards on duty in the basement and prison proper. I informed them that, as doubtless (should the revolt take place) that the convicts would first endeavor to disarm them and take possession of their weapons. In order to avoid probable trouble, I had the powder extracted from the cartridges, replacing the bullets, and further guaranteed them every possible protection against injury. At 2:30 p.m. on that day, I ordered the outside gangs to be

quietly marched into the prison by the north doorway, thereby avoiding the basement entrance. This was effected without disturbance, and each convict confined to his cell. The prison was then left in charge of the guard on duty, the remaining guard being then posted outside of the different outlets of the building, with a few volunteers at the different stairways and passages in the front part of the building, instructions being given in the event of any outbreak taking place, at any of the points guarded, that I should be notified by means of an understood signal, the convicts to be kept at bay until my arrival. I, with the Chief Keeper and another, were stationed at the basement door, which I considered to be the point which they would naturally make for. At a little after 3 p.m., the steam was turned on in the washing vats in the vicinity of the officer on duty. This was unexpected. The noise occasioned by this drowned any noise that would likely have been caused by the convicts in their attempt to escape. This was a feature which entirely escaped my notice. Shortly after this, the basement door was opened, and convict No. 14, Faut (the ring leader) pistol in hand, appeared. I at once grappled with him and forced him down the steps. He discharged the pistol at me until every cap was exploded, calling on the others to come on and follow him. I ordered the guard who was with me to fire. This he did, the gun being loaded blank. The result of the discharge was instantaneous. The convicts at once became submissive, surrendered at discretion, were marched off to their cells and locked up.

The convict, Faut, on being brought before me the following day, admitted that the plot had been concocted whilst in gaol in Winnipeg, and that it was owing to the want of a boundary wall and the insecure state of the prison (of which they had learned) that they were tempted to endeavor to escape. The convicts implicated in this matter will, of course, be arraigned at the forthcoming fall Assizes. The reward granted by the Minister, upon your recommendation, to the Chief Keeper and guard Fairbairn, was fully appreciated.

A number of Indians from the plains, convicted of bringing stolen horses into the Dominion of Canada, are now serving out their sentences. In the case of this class of prisoners, it has been my ambition so to look after their future, that at the expiration of their imprisonment they would return to their respective bands useful tradesmen, and be in a position to turn their knowledge to practical account as blacksmiths, carpenters, &c., in the workshops connected with the farms on their reservations.

Their progress at the school, considering their opportunities, is remarkable. In connection with the library and chapels, a larger grant is necessary. The accommodation in the Roman Catholic chapel is altogether too limited. The school has to be held, owing to want of proper room, in the corridor of the prison, which is not as it should be.

HOSPITAL.

The want of proper hospital accommodation is more than ever felt. I have touched upon this in previous Reports, and the Surgeon comments very strongly upon the same subject in his Report now appended.

BOUNDARY WALL.

In my first Annual Report, after the occupation of this building for the year 1876-77, I then wrote as follows:—

"The great necessity that exists for the erection of a prison wall, is also a matter to which I beg to draw your careful consideration. The Penitentiary stands upon a small plateau of rising ground, elevated above the general prairie level some fifty feet, entirely unprotected by enclosure of any kind, adjacent to a public highway, and open on all sides to uninterrupted communication from passers-by, entailing a degree of diligence on the part of the guards on duty, that admits of no relaxation. There are many other very apparent reasons why there should be as little delay as possible in the completion of this important construction."

And in every succeeding Annual Report I have been compelled to draw your attention to this long-standing complaint. So impressed were you with the necessity that exists for a prison wall, that in your Report for the year 1878, after your first visit to this institution, you wrote as follows:—

“It will be necessary to erect a boundary wall to enclose about twelve acres, including the Penitentiary and outbuildings; convict labor can be employed in the work. Stone fit for the purpose can be, I doubt not, quarried near the Penitentiary. Lime, also, may be conveniently procured. The principal outlay, therefore, will be for tools, blasting powder, wood for lime burning, and the salary of a Mason Instructor. The wall should be commenced early next spring.”

And this work you have advocated most strongly each year since. Indeed, in 1879 you so realized the great need of such a protection, that you did not hesitate to say that—

“The great necessity for a boundary wall is apparent. Stone for this purpose can be quarried by convict labor, which can also be employed in the building of the wall, under a skilled instructor. The Department of Public Works has been asked to provide, in the next Estimates, an amount for the purchase of wood for lime burning and for the tools and blasting powder that will be required in building and quarrying. I hope the requisite provision will be made to commence this work during the next spring, as in the present unprotected state of the prison, the safe custody of the convicts cannot be insured, nor can the Warden’s accountability therefor be very rigidly exacted.”

And in the same strain every year to date, and yet not the first move has been made in that direction.

EXTENSION OF BUILDING.

In my Report for year 1880-81, I brought under your notice that the enlargement of the prison was imperative. This you evidently realized, as from observations made by you at the time of your visit of inspection in March, you stated in your Report for that year that you considered the enlargement called for, was much required. Notwithstanding this and the fact that the convict strength since then has nearly doubled, the accommodation remains the same. Of this you had positive demonstration at the time of your last visit, when you will remember having seen that our cell accommodation was altogether insufficient, each corridor and passage being turned into a dormitory, resulting in the congregating of convicts, a feature of prison management condemned over a century ago by John Howard, the great authority on prison reform in Europe; also, in a recent report of the Portland prison, in which great stress was laid upon the old system of the “association wards, when, owing to the contamination which existed, convicts applied to be located separately.”

I again draw the attention of the Department to the existing state of things here, more from a sense of duty than from any hope that any speedy measure will be adopted until some grave crisis compels prompt intervention.

PUBLIC WORKS.

I find the following paragraph in your Annual Report for the year 1877-78:—

“I have observed that the directors of penal prisons in Ireland successfully agitated the disconnection of the Public Works from the institutions under their control, either as regards new buildings or repairs and improvements. If a radical change does not take place in the system which has been in operation under the Public Works since 1874, when the Joint Architects of Penitentiaries, Messrs. Painter and Adams, were dispensed with in that capacity, I apprehend the necessity will arise to advocate the same thing in Canada. It is hardly too much to say that all such works as are now performed under the Department of Public Works, in connection with Penitentiaries, were as well, as satisfactorily and, most assuredly, more expeditiously executed when directed by the Joint Architects, or the Architect who preceded them, under control of the old Boards of Inspectors and Directors.”

You also said :—

"I recommended the appointment of a practical and experienced farmer and gardener a year since; no action was taken. I still consider such an officer indispensable. Without him, the land will not be well cultivated or the convicts properly trained in farming."

But little remains to be added.

In my own humble opinion, and from my experience, I consider that the Department of Public Works is more responsible for the discipline, custody and reformation of convicts, economy and sanitary condition—indeed, for everything that pertains to the good management of a penitentiary—than is the Department of Justice. Should the attempted outbreak in December last have proved successful, who would have been to blame? The public would naturally saddle the responsibility, first upon the Warden and officials of the prison, and next with the Minister of Justice and his staff; the Public Works Department, not being known in the matter, escaping censure altogether. This, it is patent, is most unfair.

All the onus connected with the insecurity of this prison must justly be charged to the Department of Public Works. To instance this: should the lock of an important door be broken it is required of me to report this to you in Ottawa, that you may request the Department of Public Works there to authorize their agent in Winnipeg to examine into the matter and report upon the same. If, in such a trivial affair, so much unnecessary machinery has to be set in motion before action can be taken, how can it be expected that matters of greater importance can be more summarily dealt with. But one conclusion is obvious. I would strongly urge that greater powers be vested in the agent of the Public Works Department in this Province, in order that the many difficulties under which we now labor, especially in regard to matters of repairs, may be removed. If the same rule continues, the agent of the Department should be instructed to make an annual estimate (after consultation with the Warden) of the works and repairs required to be undertaken during the ensuing year.

No appropriation appears to have been made for the improvement of the grounds surrounding the prison, although the matter was recommended in my previous Reports. The defective brick jambs of the cells reported last year, have not received any attention, and many of the bricks can easily be removed by hand. These cells you visited in June last, in company with the Deputy Minister of Justice. An iron bar extending the length of each range of cells, with a projection opposite each cell, has been placed in position; the working of a lever doubly locks the cells and affords additional security. Water has been introduced into each cell, which obviates the unlocking of cells after the proper locking up hour. These improvements are of greater importance than they would appear upon first consideration.

The drains have given some trouble, but not so much as in previous years.

I would recommend that the Department of Public Works make provision for the materials necessary in the construction of two additional guards' cottages, and a green house for the purpose of raising bedding-plants, &c., for the kitchen garden. This is work at which the convicts can be advantageously employed.

FARM AND GARDEN.

I beg to draw your attention to the satisfactory balance sheet *re* farm and garden. After repeated applications to the Department of Public Works, their agent furnished me with three different sets of plans prepared in Ottawa, for a root house in connection with this prison. Finding these unsuitable to the site chosen, in conjunction with Mr. Lecourt, a purchase was made of the only cedar logs then in the market. With these for roofing and studding, &c., a suitable house was erected. Had this not been accomplished, no provision would have been made for the storing of roots. The loss of former years was in this way prevented. I understand that up

to the present, the logs used for this purpose have not been paid for, although the matter has been fully reported upon by yourself.

It is a matter of regret that you should have considered "that a more favorable balance sheet should not have existed." I claim that the utmost economy is, and always has been exercised in the different departments of this institution, and had my request, asking for a commission to be composed of local men who fully understood the values existing in this Province, been acted upon, I am fully satisfied that their report would have borne out my statement. It is neither just nor fair to compare the expenditure of this institution with that of others, which have their own workshops and every facility for manufacturing, from the raw material, the bulk of the articles used in the maintenance of the prisons.

I was pleased to welcome the Deputy Minister of Justice, who accompanied yourself on the occasion of your last visit to the Manitoba Penitentiary, presenting as it did the opportunity to him of understanding the peculiar position of this institution as compared with similar ones in the older Provinces, and would add that the benefits of his visit have already been experienced in more ways than one.

In conclusion, I beg to enclose the usual Annual Statistical Returns.

I have the honor to be, Sir,

Your obedient servant,

J. L. BEDSON,
Warden.

No. 1.

RETURN showing Movements of Prisoners in Manitoba Penitentiary, from 1st July, 1882, to 30th June, 1883.

Distribution.	PRISONERS.		
	Male.	Female.	Total.
Remaining 30th June, 1882,.....	52	4	56
Admission during the year	70	3	73
Total.....	122	7	129
Released	1	.....	1
Discharged on expiration of sentence.	16	1	17
Escaped	1	.....	1
Died	8	3	11
Remaining, 30th June, 1883.....	98	3	99

J. L. BEDSON,
Warden.

No. 2.

RETURN showing the different Offences committed by Convicts in the Manitoba Penitentiary, from 1st July, 1882, to 30th June, 1883.

Months.	Insubordinate Conduct.	Speaking to other Convicts.	Assaulting Officers.	Attempting to Escape.	Disrespect to Officers.	Making Signals to other Convicts.	Inattentive to Work.	Damaging Property.	Pilfering.	Threatening Officers.	Assaulting other Convicts.	Petty Offences.	Hesitating to Obey an Order.	Disobedience of Orders.	Total Offences for each Month.
1882.															
July.....		2										3		3	6
August.....	2				3				2					2	11
September.....	1	3			3							11		7	25
October.....					1		1		1			3		9	15
November.....		5			2			1	1			7		3	19
December.....	3	1			2				2	1		4		1	14
1883.															
January.....	1	2			2			1	1					1	6
February.....	3	3		1	3			1	3			10		3	27
March.....	3	10	1		4		1	2				17		10	48
April.....	1	4			2		3	2	1			18		5	36
May.....	5	7	1		3		3	2				9		11	41
June.....	3	3	1	1	4		1	6	1	2		12	1	10	45
Total.....	22	40	3	2	20		9	15	12	3		96	1	65	297

J. L. BEDSON,
Warden.

No. 3.

RETURN showing Summary of Punishments inflicted upon Convicts in Manitoba Penitentiary, from 1st July, 1882, to 30th June, 1883.

Admonished.	Reprimanded.	Deprived of Supper.	Bread and Water.	Confined in Penal Cells.	Loss of Remission.	Reduction of Class.	Ball and Chain.	Deprived of Bed.	Deprived of Tobacco.	Corporal Punishment.		Lashes on Hands.	Remarks.
										Lashes Awarded.	Lashes Inflicted.		
32	26	16	18	1	36	5	2	.....	5	44	1	4	

J. L. BEDSON,
Warden.

No. 4.

RETURN showing number of days Remission of Sentence by Convicts in Manitoba Penitentiary, from 1st July, 1882, to 30th June, 1883.

Year.	No. of days Earned.	No. of days Lost.	Remarks.
July 1st, 1882, to June 30th, 1883	1,668	196½	

J. L. BEDSON,
Warden.

No. 5.

RETURN showing value of Unproductive Labor performed by Convicts in Manitoba Penitentiary, from 1st July, 1882, to 30th June, 1883.

Description of Labor.	No. of Days.	Rate per Day.	Total Amount.	Remarks.
		\$ cts	\$ cts.	
Attending stables	800	0 75	600 00	
do limekiln	85	0 75	63 75	
Building cottages	644	0 75	483 00	
do stables and root house.....	488	0 75	366 00	
do forge.....	44	0 75	33 00	
do P. W. Department.....	400	0 75	300 00	
Bakery	386	0 75	289 50	
Blacksmithing	769½	0 75	377 37	
Cutting wood and pumping	528	0 75	396 00	
Cleaning lamps and latrines	305½	0 75	228 75	
do grounds, &c.....	232	0 75	174 00	
do drains	93	0 75	67 75	
Carpentering.....	1,026½	0 75	769 50	
Cutting and stacking hay, 100 tons.....	6 00	6 00	600 00	
Horses and oxen, hauling wood and coal	100	2 75	275 00	
do stone and sand, lime and water.....	712	2 75	1,958 00	
do brick and timber....	250	2 75	687 50	
do on farm.....	966	2 75	2,656 50	
Kitchen.....	1,049	0 75	784 75	
Knitting socks.....	43	0 75	32 25	
Labor on farm.....	353	0 75	264 75	
do garden	568½	0 75	416 00	
General labor.....	800	0 75	600 00	
Making and repairing (Tailors).....	670½	0 75	502 25	
do (shoes).....	640½	0 75	480 80	
Moving coal and wood to engine	64	0 75	48 00	
Quarry	198	0 75	148 50	
Teaming.....	361	0 75	270 75	
Steward's Assistant	752	0 75	564 00	
Whitewashing	108	0 75	79 50	
Ward Orderlies, &c.....	1,900	0 75	1,425 00	
Washing clothes, bedding, &c.....	351	0 75	263 75	
Making baskets	67	0 75	50 25	
Slaughtering cattle	55	0 75	41 25	
Storekeeper's Assistant	342	0 75	256 50	
Chores and removing slops, &c.....	328	0 75	246 00	
60 tons ice, at — per ton.....	8 00	8 00	480 00	
1,150 lbs. of soft soap, at — per lb.....	0 05	0 05	57 50	
			17,336 62	

J. L. BEDSON,
Warden.

No. 6.

DISTRIBUTION of Convicts, Manitoba Penitentiary, on 30th June, 1883.

Convicts—How Employed.	No. of Men.	Lunatics—How Employed.	No. of Men.	Remarks.
Carpenters' shop.....	4	No. in cells.....	3	
Blacksmiths' shop.....	2	At work.....	13	1 female.
Boiler room.....	1	Idle.....	4	1 do
Tailors' shop.....	6	On probation.....	7	1 do
Shoemakers' shop.....	4			
Bakery.....	2			
Kitchen and scullery.....	8			
Wash room.....	2			
Stables.....	4			
do carpentering.....	2			
do painting.....	2			
Whitewashing.....	2			
Building cottage.....	5			
Cleaning grounds.....	2			
Attending piggery.....	1			
Making baskets.....	2			
Cleaning lamps.....	1			
Garden.....	5			
Farm.....	6			
Steward's Assistants.....	4			
Acct. and Storekeeper's Assistants.	2	Total.....	27	
Prison Orderlies.....	2	Total No. of Convicts.....	72	
Basement Orderlies.....	2	do Lunatics.....	27	
Hospital.....	1	Grand Total.....	99	
Total.....	72			

J. L. BEDSON,
Warden.

No. 7.

BALANCE SHEET of Manitoba Penitentiary, showing Expenditure and Produce from Farm and Garden, for the Year ended 30th June, 1883.

Expenditure.	Amount.	Produce.	Quantity.	Price.	Amount.
For 991 days' labor, at 50c.	\$ cts.			\$ cts.	\$ cts.
per day.....	495 50	Beans	14 bushels...	1 00	14 00
Threshing.....	40 00	Beets.....	6 do ...	1 00	6 00
Farm implements	175 00	Cabbage	462 heads ...	0 10	46 20
Farm and garden seeds....	50 00	Cauliflower..	272 do ...	0 10	27 20
8 Cotswold sheep.....	110 00	Celery.....	193 do	0 05	9 65
1 Berkshire boar.....	40 00	Cucumbers.....	253	0 05	12 65
1 do	35 00	Carrots	14 bushels...	0 40	5 60
1 bay mare.....	225 00	Cress.....	36 bunches .	0 10	3 60
Balance to credit.....	1,660 58	Currants.....	173 quarts. ...	0 25	4 38
		Gooseberries.....	8 do	0 25	2 00
		Kale	13 heads ...	0 05	0 65
		Lettuce.....	323 bunches..	0 05	16 15
		Onions	35 bushels...	1 00	35 00
		Parsley.....	5 bunches..	0 05	0 25
		Parsnips	154 bushels...	0 60	9 30
		Potatoes	1,112 do ...	0 50	556 00
		Peas	21 pecks ...	0 40	8 40
		Rhubarb	429 bunches...	0 10	42 90
		Radishes	89 do ...	0 10	8 90
		Sage.....	5 do ...	0 05	0 25
		Salsify.....	14 bushels...	0 60	8 40
		Spinach.....	327 bunches..	0 05	16 35
		Turnips	122 bushels...	1 00	122 00
		Tomatoes	4 do ...	2 00	8 00
		Beef.....	800 lbs	0 1 1/2	100 00
		Pork.....	538 lbs	0 12 1/2	67 25
		Oats	1,060 bushels...	0 45	477 00
		Soap (soft) ..	1,150 lbs	0 02	23 00
		Hay.....	150 tons.....	8 00	1,200 00
	2,831 08				2,831 08

J. L. BEDSON,
Warden.

A. C. CROOKSHANK,
Accountant.

No. 8.

DETAIL of Work done in Tailor Shop, Manitoba Penitentiary, during the Year ended 30th June, 1883.

	Distribution.	No.	Rate.	Amount.	Total.	Remarks.
			\$ cts.	\$ cts.	cts.	
New Work.	Winter shirts	77	1 43	110 11	499 95	
	do pants.....	9	3 76	33 84		
	do vests.....	1	0 38	0 38		
	do coats.....	1	1 67	1 67		
	Summer pants.....	54	1 22	65 88		
	do coats.....	18	1 46	26 28		
	do caps.....	31	0 45	13 95		
	do shirts.....	12	0 80½	9 63		
	Braces	66 pairs	0 25	16 50		
	Socks.....	160 do	0 30	48 00		
	Duffels.....	52 do	0 56½	29 25		
	Cloth mits	18 do	0 30	5 40		
	Handkerchiefs	205	0 05	10 25		
	Bed ticks	59	0 90	53 10		
	Pillow slips	64	0 25	15 00		
	Bath towels	15	0 25	3 75		
	Cell do	42	0 10	4 20		
	Aprons.....	34	0 20	6 80		
	Wrappers.....	2	0 75	1 50		
	Cell bags.....	6	0 10	0 60		
Straight jackets.....	2	1 70	3 40			
Scrubbing pads.....	4	0 25	1 00			
Sofa covers.....	8	3 90	31 20			
Harness covers.....	2	1 82	3 64			
Chair cushions.....	7	0 66	4 62			
Repairs.	Shirts.....	227	0 15	34 05	182 05	Refitting and re-making clothing, &c., &c.
	Underskirts.....	242	0 15	36 30		
	Drawers.....	258	0 15	38 70		
	Socks.....	242	0 05	12 10		
	Bed ticks	3	0 10	0 30		
	Pants	109	0 20	21 80		
	Coats.....	47	0 20	9 40		
	Blankets.....	8	0 20	1 60		
	Buffalo coats.....	4	0 50	2 00		
	do mits	3	0 10	0 30		
	do robes.....	4	0 50	2 00		
	Horse blankets	2	0 50	1 00		
Sundry work	45 days	0 50	22 50			
					682 00	

A. C. CROOKSHANK,
Accountant.

J. L. BEDSON,
Warden.

No. 9.

SHOEMAKERS' DEPARTMENT, Manitoba Penitentiary, in Account with the Dominion of Canada, from 1st July, 1882, to 30th June, 1883.

Dr.	Amount.	Cr.	Amount.
	\$ cts.		\$ cts.
To Cost of materials.....	793 94	By Work done.....	575 24
Balance to credit.....	54 99	Stock on hand.....	273 69
	848 93		848 93

A. C. CROOKSHANK,
Accountant.

J. L. BEDSON,
Warden.

No. 10.

STATEMENT showing the Revenue of the Manitoba Penitentiary, for the Year ended 30th June, 1883.

Dr.	Amount.	Cr.	Amount.
	\$ cts.		\$ cts.
To Deposit in Merchants' Bank, Winnipeg, to the credit of the Hon. the Receiver-General.....		By Amount due by Manitoba, Keewatin and North-West Territories Governments, for maintenance of lunatics.....	4,067 91
Amounts refunded by the Manitoba, Keewatin and North-West Territories Governments, into the Dominion Treasury, for the maintenance of lunatics.....	4,067 91		
	4,067 91		4,067 91

A. C. CROOKSHANK,
Accountant.

J. L. BEDSON,
Warden.

No. 11:

DETAIL of Work done in Shoe Shop in the Manitoba Penitentiary, during the Year ended 30th June, 1883.

Distribution.	No.	Rate.*	Amount.	Total.	Remarks.
	Pairs.	\$ cts.	\$ cts.	\$ cts.	
Brogans.....	116	2 14	248 24		
Slippers.....	149	1 94	95 06		
Long boots.....	6	3 48	20 90		
Discharge shoes.....	16	2 86	45 76		
				409 96	
Repairs.....	}	.....	.....	165 28	
Patching, half-soling and heeling, &c..					
Harness, &c.....					
				575 24	

A. C. CROOKSHANK,
Accountant.

J. L. BEDSON,
Warden.

No. 12.

SUMMARY of Amounts due Manitoba Penitentiary, to 30th June, 1883.

By Whom.	Amounts.
	\$ cts.
Government of Manitoba.....	3,043 62
do Keewatin.....	598 76
do North-West Territories.....	425 53
	4,067 91

A. C. CROOKSHANK,
Accountant.

J. L. BEDSON,
Warden.

No. 13.

RETURN of Officers of Manitoba Penitentiary, at Stony Mountain, 30th June, 1883.

Rank.	Name.	Date of Appointment.	Salary per annum.
Warden	J. L. Bedson.....	May 23, 1871	2,000 00
Surgeon	W. R. D. Sutherland, M.D.....	do 1, 1882	600 00
Protestant Chaplain.....	Frank F. W. Greene.....	June 1, 1882	300 00
Roman Catholic Chaplain.....	G. Cloutier.....	April 4, 1883	300 00
Chief Keeper	Aneas D. O. McDonnell.....	Jan. 17, 1881	800 00
Accountant and Storekeeper.....	A. C. Crookshank.....	Sept. 1, 1882	1,000 00
Steward and Schoolmaster.....	Wm. Abbott.....	April 20, 1883	1,000 00
Trade Instructor and Guard.....	A. Garven.....	do 1, 1878	820 00
Engineer	John Mustard.....	do 16, 1882	900 00
Guard.....	Geo. Addison.....	Sept. 29, 1881	600 00
do	Henry Hall.....	Jan. 29, 1880	600 00
do	James Fairbairn.....	April 29, 1882	600 00
do	Benjamin Preston.....	Sept. 1, 1882	600 00
do	John Hayton.....	April 20, 1883	600 00
do and Messenger	Samuel McCormack.....	Oct. 1, 1880	600 00

J. L. BEDSON,
Warden.

STONY MOUNTAIN, MAN., July 1st, 1883.

No. 14.—REVENUE.

THE DOMINION OF CANADA, in Account with the Manitoba Penitentiary, for the Year ended 30th June, 1883.

1882.	DR.	\$ cts.	1883.	CR.	\$ cts.
Aug. 31	To draft in favor of the Hon. the Receiver-General.....	9 50	June 30	By convict labor.....	46 30
Nov. 30	do do	36 80			
		46 30			46 30

No. 15.—EXPENDITURE.

DR. THE DOMINION OF CANADA, in Account with the MANITOBA PENITENTIARY, for Year ended 30th June, 1883. CR.

1882.	\$ cts.	1882.	\$ cts.	\$ cts.	\$ cts.
June 30...	To Salaries.....	July 31...	By Monthly pay-list.....	923 30	
do 30...	Retiring gratuities.....	Aug. 10...	Official cheque.....	200 00	
do 30...	Uniforms	do 22...	July accounts (special).....	1,967 50	
		do 25...	do	1,781 21	
		do 31...	Monthly pay-list.....	923 30	
		Sept. 7...	Officer's retiring gratuity	325 00	
		do 7...	August accounts.....	946 96	
June 30...	To Rations.....	do 30...	Monthly pay-list.....	923 30	
do 30...	Clothing.....	Oct 31...	September accounts.....	3,466 89	
do 30...	Convicts discharge clothing.....	do 31...	Exchange of land.....	1,000 00	
do 30...	do do travelling allowance.....	Nov. 30...	Monthly pay-list.....	923 30	
do 30...	Bedding.....	Dec. 7...	do	1,332 74	
do 30...	Interments.....	do 6...	October accounts.....	1,764 13	
do 30...	Chapels.....	do 6...	November accounts (special).....	1,480 48	
do 30...	Libraries.....	do 31...	Monthly pay-list.....	923 30	
do 30...	Escapes.....	1883.			
do 30...	Hospital.....	Jan. 31...	do		
		Feb. 15...	December accounts.....	923 30	
		do 28...	Monthly pay-list.....	923 30	
		Mar. 17...	January accounts.....	2,186 11	
		do 20...	February accounts.....	831 26	
		do 31...	Monthly pay-list.....	938 31	
		Apr. 30...	do	938 31	
		May 4...	March accounts.....	1,119 03	
		do 4...	Official cheque (March 15th).....	150 00	
		do 31...	Monthly pay-list.....	938 31	
		June 6...	April accounts.....	1,179 24	
		do 30...	Monthly pay-list.....	938 38	
		do 30...	Stationery Office and Queen's Printer.	290 24	
		July 16...	May accounts.....	1,453 35	
		Aug. 9...	June accounts.....	2,904 05	
					36,165 30

11,926 53
325 00
793 32
13,044 85

Maintenance.

6,207 14
2,071 95
303 90
340 00
216 47
189 65
36 57
89 32
80 00
604 67
10,149 67

Working Expenses.

6,074 52
737 06
747 05
74 23
398 00
300 08
65 74
135 82
184 32
1,324 68
1,901 63
11,913 13
1,093 76
28 95
34 96
36,165 30

To Heating.....
Light.....
Repairs to buildings.....
Maintenance of machinery.....
Army.....
Kitchen.....
Stationery.....
do Office.....
Queen's Printer.....
Farm and stable.....
Sundries.....
Capital.....
Industries.....
Refund deposit.....

No. 16.—MANITOBA PENITENTIARY.
TIME TABLE—Week Day Duties throughout the Year.

From 1st March to 14th Octo- ber.	From 15th Octo- ber to 20th February.	Duties Performed.
a.m.	a.m.	
5.50	6.20	Bell rings, prisoners rise, wash, dress, make up beds, &c.; officers parade for day duty, &c.
6.00	6.30	Bell rings, prisoners unlocked, tubs emptied, &c.
6.45	7.15	Signal hoisted, bell rings, breakfast ready on stands in prison, prisoners marched to cells.
7.00	7.30	Bell rings, grace said, guards relieved for breakfast, steward in charge of basement.
8.00	8.30	Bell rings, officers parade, gangs for outside and inside work marched to their respec- tive labors; door No. 44 locked, signal lowered.
10.00	10.00	Office hours, convicts on report on wishing to make complaint brought before the War- den, officers reports of preceding day's duties placed before Warden, clocks regu- lated by the Chief Keeper.
p.m.	p.m.	
12.15	12.15	Signal hoisted, bell rings, dinner ready on the stands in prison, prisoners marched to cells.
12.30	12.30	Bell rings, grace said, guards relieved for dinner, steward in charge of basement.
12.45	12.45	Library books issued by steward's assistants, steward in attendance.
1.00	1.00	Prisoners unlocked for school, steward acting schoolmaster with assistant, choir prac- tice for Roman Catholics on Wednesday.
1.30	1.30	Bell rings, officers parade for duty, gangs for outside and inside work marched to re- spective labors; door No. 44 locked, signal hoisted, chimneys swept first Monday of every month, convicts employed inside shaved, bathed, &c., on Friday.
5.00	4.30	Night tube taken into prison.
5.45	5.15	Signal hoisted, bell rings, supper ready on stands, tools returned daily for re-checking, prisoners marched to cells, names of convicts having complaints taken, officers take respective posts for locking up.
6.00	5.30	Bell rings for locking up, keys collected, night guards take charge of prison, patrol guard posted.
7.30	7.00	Patrol guard visits prison and remains within call of night guard.
9.00	8.00	Light in prison turned out, basement door locked by patrol guard.
10.00	10.00	Light in passage turned out, prison doors locked, whole of building visited by patrol guard, who receives control of keys of prison and main hall. N.B.—Night guard calls patrol at 4.30 a.m. during long hours, 5 a.m. short hours, night guard hands over cooks at 5.20 a.m. during long hours, and 6.45 a.m. short hours, patrol to call officers for day duty before unlocking cooks.
SATURDAYS.		
1.00	1.00	Duties up to 1 o'clock as on other week days. Convicts employed outside bathed, shaved, &c., clothes issued, choir practice for Episcopalians.
4.00	3.30	Night tubs taken into prison, change of underclothing for week placed by steward in occupied cells.
4.45	4.15	Signal hoisted, bell rings, supper ready on stands, officers take respective posts for locking up.
5.00	4.30	Bell rings for locking up, duties, &c., to 10 p.m. carried out as on other week days. night and patrol guards posted. N.B.—Fire drill upon sound of given alarm.
SUNDAYS.		
6.20	6.50	Bell rings, prisoners rise, wash, dress, &c., officers parade, accoutrements inspected by Chief Keeper, keys issued as on week days.
6.45	7.15	Bell rings, breakfast ready on stands, prisoners unlocked alternately by blocks.
7.00	7.30	Bell rings, grace said, guards relieved for breakfast, steward in charge of basement.
8.00	8.30	Bell rings, prisoners unlocked, dishes collected, orderlies clean up.
8.45	9.00	Bell rings, officers parade, chapel for Roman Catholics every alternate Sunday, chapel for Protestants at 11 o'clock, a.m.
12.15	12.15	Bell rings, dinner prepared as on week days.
12.30	12.30	Bell rings, grace said, guards relieved for dinner, steward in charge of basement.
1.30	1.30	Bell rings, duties carried out as in morning, chapel for Roman Catholics.
4.00	3.00	Night tubs taken into prison.
4.15	3.30	Bell rings, supper prepared as on week days, officers take respective posts for locking up.
4.30	4.00	Bell rings for locking up, duties up to 10 p.m. carried out as on week days, night and patrol guards posted.

J. L. BEDSON, Warden.

No. 18.

RETURN showing Distribution of Time at Manitoba, during week days, in Summer and Winter of 1882 and 1883.

Distribution.	Summer.			Winter.			Remarks.
	From.	To.	Time.	From.	To.	Time.	
	A. M.	A. M.	H. M.	A. M.	A. M.	H. M.	
Prisoners rise, wash, dress, &c.....	5.50	6.00	10	6.20	6.30	10	
Labor, going and returning, included.	6.00	7.30	1 30	6.30	7.30	1 00	
Breakfast.....	7.30	7.40	10	7.30	7.40	10	
In cells.....	7.40	8.30	50	7.40	8.30	50	
		P. M.			P. M.		
Labor, going and returning, included	8.30	12.30	4 00	8.30	12.30	4 00	
Dinner.....	12.30	12.45	15	12.30	12.45	15	
In cells.....	12.45	1.00	15	12.45	1.00	15	
In school.....	1.00	1.30	30	1.00	1.30	30	
Labor, going and returning, included.	1.30	5.40	4 10	1.30	5.10	3 40	
Sewing, tea, &c.....	5.40	6.00	20	5.10	5.30	20	
Total time.....			12 10			11 10	
ABSTRACT.							
Hours appropriated to labor, including muster, going and returning.....			9 50			8 50	Not including supper.
Hours appropriated to meals.....			25			25	
Hours appropriated to school, &c.....			30			30	
Hours in cells during day.....			1 05			1 05	
Sewing, tea, &c.....			20			20	
Total time.....			12 10			11 10	

No. 19.

STATEMENT of Work done, and Material used, in the Blacksmiths' Shop, for the Year ended 30th June, 1883.

For whom.	Material.	Labor.	Total.
	\$ cts.	\$ cts.	\$ cts.
Stonecutters and quarry.....	29 61	28 17	57 78
Farm.....	43 37	47 41	90 78
Smithy.....	13 19	16 80	29 99
Carpenters' shop.....	2 83	5 13	7 96
Kitchen.....	7 06	8 66	15 72
Shot shop.....	0 15	.....	0 15
Bakery.....	0 90	0 40	1 30
Stables.....	19 19	40 03	59 22
Warden's quarters.....	6 79	7 66	14 45
Prison.....	9 15	11 65	20 80
Warden.....	0 62	0 37	0 99
Machinery.....	1 43	1 25	2 68
Public Works Department.....	31 84	14 08	45 92
Total.....	166 14	181 61	347 75

JOHN MUSTARD,
Instructor.

No. 20.

STATEMENT of Work done, and Material used, in Engineers' Department, for the Year ended 30th June, 1883.

For whom.	Material.	Labor.	Total.
	\$ cts.	\$ cts.	\$ cts.
Machinery.....	29 74	61 15	90 89
Prison.....	24 11	26 21	50 32
Tailor shop.....	1 55	2 45	4 00
Kitchen.....	1 84	6 06	7 90
Warden.....	0 10	2 18	2 28
Warden's quarters.....	0 80	1 35	2 15
Armory.....	0 05	3 57	3 62
Shot shop.....	.....	1 55	1 55
Carpenters' shop.....	0 05	0 11	0 16
Public Works Department.....	4 00	21 01	25 01
Store.....	.....	0 08	0 08
Total.....	62 24	125 72	187 96

JOHN MUSTARD,
Engineer.

No. 21.

RETURN of Work done in Carpenters' Department, for Year ended 30th June, 1883.

Description of Work.	For whom.	Total.
		\$ cts.
At Guards' cottages and stables.....	Public Works Department....	4,538 80
Prison.....	Department of Justice.....	162 13
Job work.....	Officers' quarters.....	690 66
Repairing officers' quarters.....	Department of Justice.....	70 00
Total.....		5,651 59

A. GARVEN,
Trade Instructor.

No. 22.

REPORT OF THE PROTESTANT CHAPLAIN FOR THE YEAR ENDED 30TH JUNE, 1883.

SIR,—In making out my Report up to the end of the past year (30th June) I have to say, as I did in my last Report, that I have always had the greatest satisfaction in my work at the Penitentiary.

The Warden and the guards have done everything to make our services what they should be. I always find the chapel in perfect order; there are always books provided for each of the prisoners as well as the guards, and I find, on visiting the prisoners and the cells, that they have no complaint to make either about the services or the way they are treated in the institution; and some of them go so far as to say that they have many things to be *thankful* for since placed in the Penitentiary.

I would say again, as I said last year, that I feel, with the help of God, good work can be done among the prisoners, and I hope and pray that many, when they go away, may go once again into the world feeling that "the way of the transgressor is hard," and ask their Saviour to turn their feet from the ways of sin to the ways of righteousness, that they may learn to labor with their hands to gain an honest livelihood, and also learn to be loyal subjects to their country and their God.

I have the honor to be, Sir,

Your obedient servant,

FRANK T. W. GREEN,

Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries:

No. 23.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

(Translation.)

MANITOBA PENITENTIARY,
STONY MOUNTAIN, ———, 1883.

DEAR SIR,—In the beginning of February last I was nominated as Chaplain of the Manitoba Penitentiary. Subsequently I learned from the Warden of the institution that my appointment was officially confirmed by the Department of Justice.

I must state that the convicts have given me much satisfaction by their good conduct and the fulfilment of their religious duties. I had formed such an idea of the immorality and negligence of convicts undergoing imprisonment, that I was much surprised at their regularity and their spirit of faith, and favorably impressed by their demeanor.

I am convinced that benevolence and firmness are, in truth, the best means of effecting the cure of these paralyzed members of society. These unfortunates, led away by false friends, have fallen into crime; they have forgotten their duty for a moment. But I have not found one amongst them whose character is decidedly wicked and perverse. They all acknowledge their past errors and are availing themselves of their present confinement to make plans for a better future. All are working heartily to avail themselves of friendly counsel and take part in the efforts made for their future welfare. In view of this resolute effort on their part, we may hope that ere many months every one of the present convicts will become once more a good and honest citizen.

It is not my province to judge of the conduct of the authorities of this institution, but you will permit me, Sir, to express the desire I feel that my relations with the several officers may be as harmonious in the future as they have been up to the present. I would make special mention of the good will with which the Chief Keeper and the Bursar have on many occasions assisted me, and for which I am also indebted to the subordinate officers.

The courtesy of the Warden and of the members of his family, is patent and known to all. The high opinion expressed by my predecessor last year will no longer suffice, and truth compels me to declare that that courtesy has been manifested still more highly in the year just closed.

With much respect, I remain, Sir,
Your devoted servant,

G. CLOUTIER, Priest,
Catholic Chaplain.

G. MOYLAN, Esq.,
Inspector of Penitentiaries.

(Translation.)

STONY MOUNTAIN, 10th November, 1883.

DEAR SIR,—The notable changes which have occurred in my Department, at the Manitoba Penitentiary, since I forwarded you my report, put me in the obligation of addressing a supplementary one.

Since the beginning of last summer, a great many convicts have been received at this Institution. The number of those who are under my care has been greatly increased, and the result is that the chapel is far too small. It is impossible at present to assemble the Catholic prisoners and the guards in the chapel, without being in an unbearable state of uneasiness. Imagine fifty persons grouped in the narrow space used as the chapel. Very often you had occasion to visit this chapel, and you remember, I am sure, how small it is. Extreme necessity only, compels me to ask you for a larger place, where I can assemble together those whom I have to guide in the paths of religion.

This increase in the number of convicts has created a new want of books for the library and the chapel. The authorities have generously provided for this. A dozen of lithurgical song books have been placed in the chapel, and nearly fifty volumes have been added to the Catholic library, already begun.

Moreover the authorities have had the kindness to allow me to visit, during several consecutive days, the eighteen Indians detained in this institution. These hours, which ought to have been given to manual work, were not lost—far from it. They have been employed to point out to them the line of conduct they had to follow,

to teach them prayers and to preach to them in their own language. The practical result has been most satisfactory, as to-day, the conduct of these children of the prairies is almost irreprehensible. The other day I heard a guard wishing that all the prisoners would behave as well as the Indians; "then," said he, "our task would be light and our duty easy to fulfil."

It is with great satisfaction that I see that every day a few hours are employed in teaching the convicts, and educating the Indians, and the other convicts who have no education at all.

They are taught to read, so that before long, these poor unfortunate men will be in a position to find themselves in good books, sound principles, which will some day lead them in the paths of probity and honesty.

I cannot enough congratulate the Government and its officers for the great care they take of these men who, alas, will too soon be left without anyone to guide and advise them, and have seen their intelligence grow and develop itself, to the detriment of their innocence. It is surely in enlightening their minds and in forming their hearts that we will succeed in making them honest citizens.

It is a praiseworthy action to take children and make true and honest men of them through the means of education and religion. But it is a far more noble work to endeavor to bring back to, and maintain in the right way, men who have been led astray in following the path of crime.

Every Sunday that I pass with the convicts, instructions are given in French, English and Cree Indian, so that all may derive some benefit. This is all I can do, and I will willingly do it. The Government, for their part, have largely contributed to the work up till now. I hope that before long, it will be possible for them to give us a larger chapel.

I have the honour to be, Sir,

Yours, &c.,

G. CLOUTIER, Priest,
Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

—
No. 24.

REPORT OF THE SURGEON.

MANITOBA PENITENTIARY, STONY MOUNTAIN, 30th June, 1883.

SIR,—I have the honor to submit my Annual Report for the year ending 30th June, 1883.

The general health of the convicts has been good.

There was exemption from accidents of a serious nature, and also from epidemic disease.

The necessity for a hospital ward is daily becoming more urgent. The large increase in the population of the institution has produced an overcrowding which, from a sanitary point, is exceedingly to be feared; for, did contagious or infectious disease of any kind show itself, it is utterly impossible to isolate the affected, and the result would doubtless prove very disastrous. And further, those requiring treatment in the hospital cannot possibly be treated to advantage in the few small cells which are set apart for hospital purposes. I cannot urge too strongly that immediate attention be given to this question.

I desire to suggest that an Hospital Orderly be appointed, and that provision be made in the next Estimate for the same. This would relieve the Steward of the care of the sick in hospital, and lighten his work which, as at present, is very arduous and perplexing.

I desire again to call attention to the sewerage and ventilation of the prison. These two systems, so important to the health and well-being of any public institu-

tion, are here very defective. The drainage from the beginning was bad, and whatever has been done since to remedy the evil has resulted in little, if any, improvement. On placing the matter of drainage before the Warden from time to time during the year, his usual reply has been that the matter is in the hands of the Department of Public Works and remains there, and he is not in a position to give me an answer, either one way or the other. From personal observation, I notice that the conflicting interests which constantly arise by the division of responsibility greatly mars the well-being of the Penitentiary. This is greatly to be regretted.

The condition of the lunatics is satisfactory. Their number is rapidly on the increase; so much so, that the Provincial Government, I am glad to say, are taking steps towards the erection of a lunatic asylum. This, when completed, will relieve the Warden and officers of the Penitentiary of the care and responsibility connected with this unfortunate class which, from our over-crowded condition, has been a great task.

The usual returns are hereto appended. The number of prescriptions given to sick not in hospital was 496.

The Warden and officers have my best thanks for their kind courtesy and their ready assistance given to me in the discharge of my duties throughout the year.

I have the honor to be, Sir,

Your obedient servant,

W. R. D. SUTHERLAND, M.D.,

Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ANNUAL REPORT of Sick treated in Hospital, from 1st July, 1882, to 30th June, 1883.

Diseases.	Remained.	Admitted.	Died.	Discharged.	Remaining.
Abscess.....		2		2	
Bruise.....		1		1	
Cold.....		5		4	1
Colic.....		3		3	
Constipation.....		1		1	
Debility.....	1	3	1	2	1
Diarrhoea.....		6		6	
Dyspepsia.....		1		1	
Erysipelas.....		1		1	
Fever, Intermittent.....	1	2		3	
Fracture.....		2		2	
Gonorrhoea.....		3		3	1
Malingering.....		5		5	
Periostitis.....		1			1
Phthisis.....	1	2	2	1	
Phimosia.....		1		1	
Scrofula.....	2	3	1	2	2
Syphilis.....		1		1	
Ulcer.....		1		1	
Wounds.....		2		2	
Total.....	6	46	4	42	6

W. R. D SUTHERLAND, M.D.,

Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

BRITISH COLUMBIA PENITENTIARY.

JULY, 2nd, 1883.

SIR.—I have the honor to submit my Fifth Annual Report on the management of this Penitentiary, with the usual returns, for the fiscal year ended June 30th, 1883.

There remained in this Penitentiary on June 30th, 1882, fifty-two convicts; received since from common gaols, thirty-nine; total, ninety-one. Discharged during the year by expiration of sentence, twelve; by death, two; by pardon, two; escaped one; which left remaining at midnight, on June, 30th, 1883, seventy-four convicts.

The workshops are about completed. The carpenter and blacksmith shops I have had in use for some time. One of the other shops has been used as a drying room for convicts clothing during last winter and spring, the place set apart in the Penitentiary building for that purpose being much too small considering the number of inmates. I have every reason to think that agricultural industry can be most profitably carried on by convicts of this Penitentiary for some years to come; therefore, in view of an increasing population here, which will undoubtedly add to our number of convicts, I would recommend, that all the land on the north side of the ravine be inclosed—in fact it cannot be done so soon. There are only about ten acres inclosed.

Two or three years ago a bakery was spoken of as being necessary. I think at the present time, it would make a great difference in the expenditure of the institution, to have the convicts bread made inside; but in the present building there is no place that I can recommend as being suitable for the purpose.

Government House is still in possession of the Canadian Pacific Railway Engineers. According to instructions received from the Honorable Mr. Trutch, I have had the garden fenced off, as it was of no use to the engineers, and being left open, as it has been for the last eight or nine years, was only an attraction for stray cattle: many of the fine trees are nearly destroyed and all the handsome shrubs and choice plants have long since disappeared, although, since the Penitentiary was opened, I have done all that I could, under existing circumstances, to preserve the place.

In May, 1832, I wrote to you concerning the rifle range, used by New Westminster volunteers. Where the butts are situated is directly opposite the Penitentiary grounds, on the west side of the ravine, and while rifle practice is going on, it is not safe for officers or convicts to be at work on that portion of the land. Again, in June, 1832, I wrote to you on the same subject; still, up to the present time, nothing has been done to alter the situation of the butts. Both last season and this several times the work has had to be stopped, as we never know when they go to practice until we hear the firing or see the danger signals. I am sure you will see the necessity of putting a stop to this. Another matter I wish to bring to your attention, is the situation of the powder magazine. All the ground in front, down to the fence, is cleared and under cultivation, the road or drive from the large gate up to the door of the Penitentiary, is well gravelled and in good condition. From a smaller gate, there is a straight path leading direct to the building; in fact the place is looking better than I had expected to see it for some years to come; and really the powder magazine, where it stands, just about midway between the gate and the front door, detracts from, rather than adds to the beauty of the place. I am sure when you see what a blot it looks, you will desire to have it removed.

Last March I began to give the convicts their meals in their cells. Up to that time the corridor was used for that purpose, but the number increased to such an extent that they could no longer be safely guarded while sitting there. About the same time I learned that some of the convicts had it in contemplation to make an attack on the guards during the dinner hour, and seize the arms; what more was intended I can only imagine. Since giving the meals in their cells I have had no unusual trouble with them. At meal times, after washing in the morning,

they have breakfast in their cells. At dinner time, when they come in, dinner is already placed in the cells, then each cell is locked, and before being unlocked, the knives, forks and spoons, are passed out to the Steward. Those convicts who attend school are allowed to come to the Schoolmaster as soon as they have eaten their dinner. In this way there is no time lost, and no confusion whatever caused. I am happy to say that this change has received your approval, although it may sound very trifling to write, or even talk about. I assure you, in the every day life of the Penitentiary affairs, it makes a great difference. If we had a suitable dining hall for convicts, such as I understand they have in most institutions, of this kind, such an alteration, in regard to preserving safety, would I suppose, be quite unnecessary. In forming the Estimates of this Penitentiary for 1883-84, I asked that one Keeper should be appointed, and one guard added to the number. I then, on account of the unexpected increase in the number of convicts from the fall assizes of last year, was obliged to trouble you for permission to employ those officers before the beginning of the fiscal year 1883-84. Your authority to employ two guards was received by me without unnecessary delay. Where there are so many guards employed, I would most respectfully recommend that, at present, one Keeper at least be appointed.

Although I have had charge of convicts in this Province for many years, this is the only proclaimed Penitentiary that I have ever been in or have had any experience with. I must gratefully acknowledge the value of your official advice, always clearly and promptly given. Were it not so, my official life here would, indeed, be filled with difficulties. Often I have troubled you with matters seemingly very small; but where I am at such a distance from the seat of Government, I feel that when I have your approval, and on many occasions your necessary decision, I cannot easily go astray. It is now four years and nine months since you established this Penitentiary, and since that time you have not favored the institution with a visit. In the Eastern Provinces, I notice mention is made of visits from the Inspector being sometimes even *months* apart. Surely, in requesting the advantage of your presence, for a month or six weeks, after the lapse of nearly five years, cannot, I feel almost certain, be denied. Therefore, I earnestly hope, that before the end of the present fiscal year, I will have the pleasure of seeing you at the British Columbia Penitentiary. There are many things I would like to consult with you about, and that would be almost impossible to clearly explain to you in writing. You are aware how readily convicts can imagine themselves unfairly dealt with, and how anxious they are to complain on this point alone. Many who understand nothing whatever connected with convict life, or the discipline necessary to be observed in a penitentiary, interfere, nearly always, unreflectingly I suppose, but often in a manner that causes annoyance to those in charge, and scarcely ever prove of any benefit to the convicts. Such interference is bad, and should not be encouraged.

In December last, the Honorable Mr. Trutch held an inquiry at the Penitentiary, which lasted three days. For some days before opening the inquiry, notice was published in the New Westminster and Victoria papers, calling on any person or persons who had any complaints to make, to be at the Penitentiary at an appointed time. However, no complaints were brought by any one outside the institution.

On September 29th, 1882, His Excellency the Governor General paid this Penitentiary a visit. He very considerably went over the building and outhouses, and kindly expressed himself pleased, with all that was brought under his notice; also, he most graciously permitted some of the convicts to be brought before him; they were men who had most anxiously pleaded for the favor. His words gave renewed hope and encouragement to all whom he addressed.

While again requesting you to have houses built for married guards, I wish to inform you that the rooms in the Penitentiary now used as sleeping apartments by the unmarried guards, are required for store rooms; those on the lower floor are not sufficient. One has been fitted up as a surgery, the other is over crowded on account of being used for holding discarded articles of convicts, clothing, and other things that are worn out, until such time as they are disposed of, according to Penitentiary rules

(page 35). This room, as well as being employed for the purposes already mentioned is also the only place for storing new supplies. For these and other reasons, I would most respectfully recommend that a suitable place be provided for the single or unmarried guards to occupy outside the Penitentiary building.

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

ARTHUR H. McBRIDE,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 1.—REVENUE.

THE DOMINION OF CANADA, in Account with the British Columbia Penitentiary, for the Year ended 30th June, 1883.

1883.	DR.	
June 30. To Draft remitted to the Hon. the Receiver-General.....		\$38.50
1883.	CR.	
June 30. By Convict labor.		\$38.50

No. 2.—EXPENDITURE.
DR. THE DOMINION OF CANADA, in Account with the British Columbia Penitentiary, for the year ended 30th June, 1883. Cr.

	\$ cts.		\$ cts.		\$ cts.
1883.					
June 30 To Salaries.....	8,978 97			By Kington Penitentiary.....	2,128 00
Uniforms.....	1,139 07		10,118 04	Credit to pay accounts.....	3,000 00
				do do	1,600 00
June 30 To Maintenance—					
Rations.....	4,083 20			do do	6,000 00
Clothing.....	1,573 49			do do	5,100 00
Convicts' travelling allowance.....	576 00			do do	104 70
do discharge clothing.....	241 00			do do	2,000 00
Bedding.....	245 68			do do	15 26
Chapels.....	2 50			Stationery Office and Queen's Printer	
Libraries.....	111 00			do	
School.....	5 37				
Hospital.....	128 95		6,965 19		
June 30 To Working Expenses—					
Heating.....	974 75				
Light.....	387 25				
Repairs to building.....	277 01				
Maintenance of machinery.....	3 75				
Armory.....	176 50				
Kitchen.....	175 35				
Stationery.....	31 12				
Stationery Office.....	6 86				
Queen's Printer.....	8 40				
Farm and stables.....	342 00				
Postage.....	22 00				
Express charges.....	13 00				
Telegrams.....	14 17				
Travelling expenses.....	15 00				
Sundries.....	2,457 16				
Industries.....	104 70				
Refund Deposit.....	126 08				
	76 79				
	19,847 96				19,847 96

No. 3.

COMPARATIVE STATEMENT of Movements of Convicts in British Columbia Penitentiary, for Five Years preceding 30th June, 1883.

	1879.	1880.	1881.	1882.	1883.
Admissions—					
From common jails	36	10	22	29	39
Recaptures.....				3	2
Total.....	36	10	22	22	41
Discharges—					
By Expiration of sentence	6	3	8	6	12
Pardon			1		2
Death		2	1	4	2
Order of Supreme Court			1		
Escape		2	1	3	1
Total.....	6	7	12	13	17
Remaining at midnight on 30th June each year	30	33	43	52	74
Average daily number of Convicts	33	31.5	38	47.5	61

No. 4.

RETURN of Punishments awarded in British Columbia Penitentiary, during the Years 1882 and 1883.

Nature of Punishment.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.	Total.
Deprived of bed	2	5	1	4								1	13
Solitary confinement	2	5	1	4	1			2	3			1	19
Bread and water diet	2	4	1	4	1			1	3			1	17
Admonished	2		10	4	1	2	10	10	2	2	1	3	47
Deprived of lamp	3		4	4				2		6	2	4	25
do tobacco	4	1	4	4		1		2		7	2	4	29
do school					1							1	2
Loss of remission	1	2		1	2	2	3	5			2		18
Flogged (lashes inflicted on 3 in Aug., 3 dozen each, and on 1 in Jan., 2 doz.)		3					1						4
Double irons		1					1	1					3
Deprived of supper					1			1					2

No. 5.

RETURN showing Value of Labor performed by Convicts in the British Columbia Penitentiary, during the Year ended 30th June, 1883.

Description of Labor.	Number of Days.	Rate per day.	Total Amount.	Remarks.
		\$ cts.	\$ cts.	
Farm	1,796	0 50	898 00	
Clearing land.....	6,148½	0 50	3,074 25	
Carpenter.....	378	0 50	189 00	
Blacksmith.....	307½	0 50	153 75	
Fencing.....	722	0 50	361 00	
Housework.....	1,442	0 50	721 00	
Cooking.....	1,150	0 50	575 00	
Washing.....	339½	0 50	169 75	
Orderlies.....	387½	0 50	193 75	
Mending clothes.....	362½	0 50	181 25	
Repairing range.....	2	0 50	1 00	
Making roads.....	598	0 50	299 00	
Whitewashing.....	120	0 50	60 00	
Making drain.....	376½	0 50	188 25	
Loading coal.....	42	0 50	21 00	
Moving old building.....	8	0 50	4 00	
Bricklaying.....	4	0 50	2 00	
Making shingles.....	13½	0 50	6 75	
Sharpening tools.....	3	0 50	1 50	
Painting.....	6	0 50	3 00	
Framing.....	318	0 50	159 00	
Loading gravel.....	73½	0 50	36 75	
Total convict labor.....			7,299 00	
The horses were employed hauling coal.....	18½	1 50	27 75	
do do manure.....	77	1 50	115 50	
do do gravel.....	73½	1 50	109 75	
do do earth.....	47½	1 50	71 25	
do do stones.....	30½	1 50	45 75	
do do lumber.....	16½	1 50	24 75	
Harrowing.....	7	1 50	10 50	
Ploughing.....	18	1 50	27 00	
Hauling hay.....	2	1 50	3 00	
do oats.....	3	1 50	4 50	
do potatoes.....	10	1 50	15 00	
Total horse labor.....			454 75	

No. 6.

CRIMINAL Statistics, British Columbia Penitentiary, for the Year ended 30th June, 1883.

—	Description.	No.	—	Description.	No.
Race.....	White	9	Crime	Housebreaking.....	3
	Indian	9		Assault with intent.....	2
	Chinese.....	21		Keeping disorderly house....	1
		39	Housebreaking implements in possession.....	1	
				39	
Marital.....	Married.....	16	Trade	Laborers.....	13
	Single.....	23		Farmers.....	2
		39	Miners.....	3	
Age.....	Under 20 years.....	1	Engineer	1	
	From 20 to 30.....	18	Cook	1	
	“ 30 “ 40.....	11	Shoemakers.....	2	
	“ 40 “ 50.....	6	None.....	17	
	“ 50 “ 60.....	2		39	
	“ 60 “ 70.....	1			
		39	Sentence.....	2 years 6 months.....	1
Country.....	Ireland.....	4	2 “ 9 “	1	
	China.....	21	2 “	7	
	British Columbia.....	9	3 “	10	
	United States.....	3	4 “	6	
	Nova Scotia.....	1	4 “ 3 months.....	1	
	Norway	1	5 “	5	
		39	6 “	1	
			7 “	4	
Religion.....	Protestant.....	11	10 “	2	
	Catholic.....	13	14 “	1	
	Other than these.....	15		39	
		39	Whence re- ceived		
Crime	Burglary.....	2	Kamloops	3	
	Larceny	9	Clinton.....	3	
	do and receiving.....	4	Yale	13	
	do and obtaining under false pretence.....	1	New Westminster.....	7	
	Wounding with intent.....	11	Victoria.....	8	
	Manlaughter.....	2	Nanaimo.....	2	
	Killing cattle.....	3	Lytton	3	
			39		
			Court	General Assizes.....	39

No. 7.

RETURN of Deaths in British Columbia Penitentiary, during the Year ended 30th June, 1883, with Name, Crime and Place of Conviction.

No.	Name.	Crime.	Place of Conviction.	Date of Death.
26	Toby (Indian).....	Manslaughter.....	Victoria, Vancouver Island...	February 20, 1883.
72	William (Indian).....	Assault with intent..	New Westminster.....	March 1, 1883.

No. 8.

RETURN of Escapes and Recaptures from British Columbia Penitentiary, for the Year ended 30th June, 1883.

Name.	Whence Received.	Crime.	Escaped.	Recaptured.
Charley (Indian).....	New Westminster.	Wounding with intent.	July 8, 1882....	
Johnny do	do	Manslaughter.....	March 3, 1883.	March 3, 1883.
Sam do	do	Killing cattle.....	do	do

No. 9.

FARM Account, British Columbia Penitentiary, for the Year ended 39th June, 1883.

DR.		CR.		
Description.	Amount.	Description and Quantities.	Rate.	Amount.
	\$ cts.		\$ cts.	\$ cts.
To 1,796 days' labor, at 50 cts..	898 00	By goods supplied to Penitentiary,		
164 do horse labor, at \$1.50	246 00	viz :—		
6 months' salary of guard, at \$50.00	300 00	100,000 lbs. potatoes	0 01½	1,500 00
Seeds, implements, etc.	150 31	14,892 " turnips	0 02	297 84
		1,800 " beets	0 02	36 00
		5,392 " carrots	0 02	107 84
		2,000 " onions	0 03	60 00
		1,400 " peas	0 02½	25 00
		8,000 " oats	0 01½	120 00
		24 000 " hay	0 01	240 00
		300 " barley	0 02	6 00
		800 " wheat	0 02	16 00
		2,760 heads cabbage	0 10	276 00
		300 bunches lettuce	0 05	15 00
		300 " parsley	0 05	15 00
		150 " radishes	0 05	7 50
		120,000 lbs. oat straw	0 00¾	90 00
		1,000 " pea straw	0 00½	5 00
		1,200 " barley and wheat straw	0 00½	6 00
		500 " pork	0 15	75 00
		250 loads manure	0 30	75 00
Balance	1,378 00			
	2,973 18			2,973 18
		By balance		1,378 00

No. 10.

NOMINAL LIST of Officers employed in the British Columbia Penitentiary, as on the 30th June, 1883, giving Rate of Pay, Age and Date of Appointment.

Name.	Rank.	Salary.	Age.	Date of Appointment.	Remarks.
		\$			
A. H. McBride	Warden	1,200	48	May 16, 1878.	
Jas. Fitzsimmons	Deputy Warden	900	43	Aug. 12, 1878.	
W. H. Falding	Accountant	800	25	do 9, 1878.	
do	Schoolmaster	200	25	do 9, 1878.	
C. N. Trew	Surgeon	500	44	do 9, 1878.	
Rev. R. Jamieson	Protestant Chaplain	300	52	Jan. 4, 1879.	
Rev. E. M. J. Horris, O.M.I.	Roman Catholic Chaplain	300	52	Sept. 27, 1878.	
T. A. McInnes	Steward	650	23	May 10, 1882.	
H. Kehoe	Guard	600	42	Sept. 27, 1878.	
J. Devoy	do	600	47	do 27, 1878.	
J. Fitzgerald	do	600	42	April 15, 1879.	
I. Lawrence	do	600	31	Sept. 6, 1880.	
P. Quilty	do	600	32	Jan. 18, 1882.	
J. Gray	do	600	25	July 1, 1882.	
G. Hutchinson	do	600	35	April 16, 1883.	
G. Hume	do	600	21	May 13, 1883.	
J. Morey	do and Messenger	600	50	Sept. 3, 1878.	
P. Smyth	do and Teamster	600	42	Feb. 21, 1879.	

No. 11.

RETURN of Clothing made in the British Columbia Penitentiary, during the Year ended 30th June, 1883.

Articles.	Days.	Rate per Day.	Value.	Total.
		Cts.	\$ cts.	\$ cts.
4 flannel shirts.....	3	50	7 00	
32 pillows.....	4	50	6 50	
40 pillow cases.....	6	50	7 84	
20 bed ticks.....	4	50	16 40	
18 sheets.....	3	50	7 25	
35 towels.....	2	50	3 75	
				48 74

No. 12.

THE BLACKSMITH SHOP, in Account with the British Columbia Penitentiary.

Date.	Dr.	Amount.	Date.	Cr.	Amount.
1883.		\$ cts.	1883.		\$ cts.
June 30	To 307½ days' labor.....	153 75	June 30	By Value of work done, including material.....	1,087 75
do 30	Fuel, tools and material...	141 00			
do 30	Balance.....	793 00			
		<u>1,087 75</u>			<u>1,087 75</u>
			July 1	By Balance.....	793 00

No. 13.

TABLE of Cases treated in Hospital in the British Columbia Penitentiary, during the Year ended 30th June, 1883.

Disease.	Remained.	Admitted.	Discharged.	Died.	Remaining.	Remarks.
Accidents—						
Cut foot.....		2	2			
Cut leg.....		1	1			
Injury to leg.....		1	1			
Bronchitis.....		3	3			
Constipation.....		4	4			
Diarrhoea.....		1	1			
Furunculus.....		2	2			
Febricula simplex.....		2	2			
Heart disease, valvular.....		1	1			
Malingering.....		2	2			
Neuralgia.....		2	2			
Pharyngitis.....		1	1			
Phtthisis.....		3	1	2		1 pardoned and since died.
Quinsy.....		1	1			
Rheumatism.....		3	3			
Scrofula.....		1	1			
Synovitis.....		1	1			
Splenitis.....		1	1			
Ulcers.....		2			2	

C. NEWLAND TREW, M.D.,

1st July, 1883.

Surgeon, B. C. Penitentiary.

No. 14.

REMISSION of Sentence earned by Convicts Discharged from the British Columbia Penitentiary, to 30th June, 1883.

No.	—	No. of days.	Remarks
1	Convict earned.....	136	
1	do.....	129	
1	do.....	104	
1	do.....	96	
1	do.....	46	
1	do.....	96	
1	do.....	74	
1	do.....	72	
1	do.....	129	
2	do.....	282	
1	do.....	63	
12			

No. 15.

RETURN showing Movements of Convicts at the British Columbia Penitentiary, from 1st July, 1882, to 30th June, 1883.

Distribution.	Prisoners.	Total.	Remarks.
Remained at midnight, 30th June, 1882....	52	91	
Received since.....	39		
Discharged by expiration of sentence.....	12	17	
Pardoned.....	2		
Escaped.....	1		
Died.....	2		
Remaining at midnight, 30th June, 1883....		74	

No. 16.

REPORT OF THE CATHOLIC CHAPLAIN.

BRITISH COLUMBIA PENITENTIARY, 2nd August, 1883.

SIR,—In presenting my Annual Report of the Penitentiary for the past year, I have nothing of special importance to mention concerning its general management, as everything was done, as far as I know, in a satisfactory manner. I am glad, however, to have this opportunity of mentioning that the reports circulated last year concerning the Penitentiary, and some of the officers, were proved in the investigation held last December, to be not only without foundation, but to be entirely false. Those reports were made by evil disposed persons who were altogether ignorant of what they pretended to know.

The health of the convicts during the past year was good. Of those under my charge two died; both were Indians.

The Warden sent me \$50 last June to purchase some books for the use of the Catholic convicts. This aid, though long, long expected, was thankfully received, but it is not sufficient to supply the want. I hope therefore that a liberal donation or grant will be made next Session of Parliament for the benefit of the Catholic library. A supply of good books would contribute much towards reforming the morals of the convicts.

Number of convicts remaining 30th June, 1882.....	33
do do received during the year.....	12
do do exchanged from Protestant Church....	4
	— 49
Number discharged by expiration of sentence.....	8
do do by pardon.....	1
do died during the year.....	2
do exchanged to the Protestant Church.....	2
	— 13
	—
Number remaining, 30th June, 1883.....	36
	==

I have the honor to be, Sir,

Your obedient, humble servant,

EDWARD M. J. HARRIS, O.M.I.,

Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 17.

REPORT OF THE PROTESTANT CHAPLAIN.

BRITISH COLUMBIA PENITENTIARY, 1883.

SIR,—I have the honor to submit my Annual Report for the year ended 30th June, 1883.

I have duly performed the duties of my office for the past twelve months, and have been much pleased with the attention and respect of the convicts. Some of those who have left us during the past two or three years, have found work in the neighborhood, and have, so far, showed by their good conduct that they have profited by their confinement, and the instructions they have received.

The grant made for books for the Protestant library has been expended in the purchase of 110 volumes. There have been 504 changes of these books by twenty-three convicts.

The Chinese convicts under my care are supplied with New Testaments in their own language, which they can and do read.

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

ROBERT JAMIESON,
Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 18.

REPORT OF THE SURGEON.

BRITISH COLUMBIA PENITENTIARY,
NEW WESTMINSTER, B.C., 1st July, 1883.

SIR,—I have the honor to report, that during the year ended 30th June, 1883, the health of the convicts in this prison has been generally good.

Two deaths took place, and, as will be seen from the table accompanying, the cause in each case was phthisis or consumption. Both were Indians. A third case of the same disease in a half-breed was discharged, the convict being pardoned. I have lately been informed that, shortly after his return to his home, this man died.

The sanitary condition of the building has been maintained as well as possible, by great care and attention on the part of the officers in charge.

The water supply has been sufficient for the present purposes of the prison, and the water is of excellent quality.

In view of the construction of an addition to the prison, I have again to call attention to the necessity for a separate hospital or infirmary wing. The present plan of treating sick convicts in the common cells is not a good one, but is the only one at our command. The cells are always kept clean and neat, and every possible attention is given by the officers in charge for the comfort of the sick convicts.

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

C. NEWLAND TREW, M.D.,
Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 19.

REPORT OF THE SCHOOLMASTER.

•BRITISH COLUMBIA PENITENTIARY,
30th June, 1883.

I have the honor to report that the School has been carried on as usual during the year just ended.

The accommodation is not sufficient nor suitable for school purposes. The allowance for books, &c., is ridiculously inadequate. The complaints made to Father Harris, and reported by him to Mr. Trutch, that they were not provided with copy-books, &c., are correct, for the seven dollars allowed was gone before the year had well commenced.

Mr. Jamieson has been present many times and given me much assistance, but Father Harris does not seem to be much interested in the school as, although repeatedly asked to do so, he does not visit. There have been 813 changes of books in the library.

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

W H FALDING,
Schoolmaster

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

TO THE HONOURABLE THE HOUSE OF COMMONS OF CANADA, IN
PARLIAMENT ASSEMBLED.

The Report of the Librarian, on the state of the Library of Parliament, respectfully sheweth :—

By the liberality of Parliament, at its last Session, the annual grant for the augmentation of the Library, was considerably increased. This additional provision was voted upon the advice of the Library Committee, who were desirous of seeing our great National Collection enlarged and improved—their main object being to secure the perfecting of the scientific section, and the completion of the classes appertaining to American and Canadian history.

Bearing in mind the impetus that has been given of late, in Canada, to scientific studies, and the consequent necessity for providing students of science in the Dominion with access to the kindred researches of learned societies elsewhere, we have endeavoured to complete our existing series of transactions of scientific associations, and of periodicals devoted to particular branches of knowledge,—adding thereto similar publications, not already on our shelves,—with a view to an adequate representation of all departments of mental inquiry, in the Library of Parliament.

Upon application to our London Agent, I learned that collections of this description, which are seldom reprinted, were now exceedingly scarce, and not easily obtainable in a complete shape at the present time. Every year this difficulty would naturally become more serious, and in some instances insurmountable. I therefore ventured to assume the responsibility of completing most of such Collections without further delay, lest we should be unable to procure these important acquisitions at a later period. This has unavoidably occasioned a large expenditure on this behalf within the past year.

In compliance with the expressed wishes of the Committee, I have likewise bought a number of miscellaneous books, some of which have been on the Order List for two or three years, waiting until an opportunity offered to procure them. In such purchases, special attention has been bestowed upon works in relation to Canada, and other parts of the North American Continent.

Abundant facility for shelving these additions has been afforded through the liberty given by the Board of Works to make use of space in the Reading Room of the House of Commons, where several thousand volumes can be securely stored, under lock and key. Such classes only, are thus placed, as are not in frequent demand, leaving space in the main Library available for current literature.

Authority was given, by Parliament, last Session, for the purchase, from Mr. *Gerald Hart*, of Montreal, of his valuable and unique Collection of Canadian Coins and Medals. This series has accordingly been deposited in the Library. For the purpose of economizing room, these Coins and Medals have been arranged in covered glass receptacles, which do not encroach upon the limited space of the Library apartment, or interfere with present opportunities for the comfort or accommodation of readers. Similarly, provision has been made for the safe custody and exhibition of a complete Collection of Postal Cards and Stamps, which represent the postal apparatus in use throughout the entire British Empire; a collection which will prove of peculiar interest to students of philately. These Stamps are being now prepared for deposit under glass, to range with the Coins and Medals above mentioned.

The various additions to the Library during the past year are included in a Supplementary Catalogue, which is ready for distribution. In the compilation of this Catalogue, some improvement has been attempted, by the separation of additions to the series of Pamphlets from that of the titles of separate Books. Such titles, however, are unavoidably brief, and afford small indication of the contents or value of the works referred to; save only to those who are already conversant with them.

Appended to this Report, there is a List of Donations received, since the last return, and of Canadian Works, deposited under the Copyright Act.

The number of volumes in the Library, last year, was estimated at 104,000. Since then, the total number has increased to about 107,500.

All which is respectfully submitted.

ALPHEUS TODD,
Librarian of Parliament.

LIBRARY OF PARLIAMENT,
17th January, 1884.

DONATIONS RECEIVED IN THE LIBRARY OF PARLIAMENT SINCE 9TH FEBRUARY,
1883.

From the Imperial Government:

Hansard's Parliamentary Debates, vols. 274 to 282. 9 vols.
Imperial Statutes, for 1883.
Colonial Office List, for 1883.

From the Secretary of State for India:

Vols. 7, 8 and 9 of the Great Trigonometrical Survey of India.

From Her Majesty's Minister at Washington:

Reports of the United States Department of Agriculture, for 1881 and 1882.
Report on the Finances of the United States, for 1882.

From the Astronomer Royal, Greenwich:

Astronomical, Magnetical and Meteorological Observations and results, in 1881.

From the United States Government, at Washington:

Official publications of Congress, for the years 1878-9 to 1881-2. 34 vols. and some pamphlets.

From the Treasury Department, Washington:

Report on American Finances, for 1882.
Reports on Internal Revenue, for 1882 and 1883.
Reports on Currency, for 1880, 1882 and 1883.

From the Secretary of the Interior, Washington:

Compendium of the Tenth Census of United States, in 1880. (2 copies.)

From the Bureau of Statistics, Washington:

Report on U.S. Commerce and Navigation, for 1882.
Statistical Abstract of United States, for 1882.
Monthly and quarterly returns of Commercial Statistics, for 1883.

From the Bureau of Education, Washington:

Various Circulars of Information, and other pamphlets.

From the U.S. Coast Survey Office, Washington:

Reports of the Coast Survey, for 1880 and 1881.

From the War Department, Washington:

Report of the Chief of Engineers, U.S. Army, for 1882. 3 vols.
Catalogue of the Library of the War Department, 1882.
The Fortifications of to-day, 1883.
Practice in Europe with heavy Artillery, 1883.

From the National Board of Health, Washington:

Vols. 1, 2 and 3 of the Bulletin of the National Board.

From the Royal Library at Berlin:

Official publications of the Two Houses of Parliament of Prussia; with the Laws of the Kingdom, and of the German Empire:—in continuation of the series previously presented to the Library. 16 vols.

From the State of Connecticut:

State Register and Manual, for 1883.
State Law Reports, vol. 49.
Public and special Acts, and Resolutions, 1883.

- Journals of both Houses, and documents, 1883. 4 vols.
 Index to Statutes, 1875-1882.
 Agricultural Report, 1882.
 Bank Commissioner's Report, 1883.
- From the State of Michigan :**
 Supreme Court Reports, vols. 48, 49, 50.
 Farm Statistics, 1881-2.
 Mineral Statistics, 1881, 1882.
 Michigan in the War. Revised edition, 1882.
 State Pioneer Collections, vol. 4.
 Senate and House Journals, 1882. 2 vols.
 Public Acts, and Legislative Manual, 1883. 2 vols.
 Various annual Departmental Reports, 1881 and 1882. 13 vols.
 And some pamphlets.
- From the State of Kansas :**
 Supreme Court Reports, vols. 28 and 29.
 Session Laws of 1883.
- From the State of Minnesota :**
 Journal of the Court of Impeachment on Judge Cox. 3 vols. 1882.
 State Law Reports, vols. 29, 30.
 Senate and House Journals, for 1883.
 General and Special Laws, for 1883.
 Report on State Statistics, for 1882.
- From the State of Ohio :**
 State Laws, 1883.
 Auditor's, School and Statistical Reports, 1882.
 Vol. 4, State Geological Report.
- From the State of New York :**
 State Law Reports (Sickels), vols. 89, 90, 91.
 Hun's Supreme Court Reports, vols. 28, 29.
 Senate Documents, of 1881, vol. 2 ; of 1882, vols. 1 to 5, and 7.
 Assembly Documents, of 1880, vol. 3 ; of 1881, vols. 4 and 8 ; of 1882, vols. 1 to 6.
 Report on State University, for 1881.
 State Laws, for 1883.
 Journals of both Houses, and Legislative Documents, for 1883. 10 vols.
 State Museum Reports, for 1881 and 1882.
 Colonial History of New York, vol. 14.
 State Library Report, 1882.
- From the State of Massachusetts :**
 Manual for the General Court, 1883. (2 copies.)
 State Law Reports, vol. 133.
 Census of the State, in 1880.
 Acts and Resolves, in 1883.
 Public Documents, for 1881, 5 vols. ; for 1882, 4 vols.
 Legislative Documents, for 1882 and 1883 (unbound). 6 vols.
 Annual Reports on Statistics of Labour, for 1878 to 1883.
- From the State of Vermont :**
 State Law Reports, vol. 54.
 Laws, and Legislative Directory, for 1882.
 Registration Reports, for 1879 and 1880.
 State Officers ; Agricultural, and School Reports, for 1881-2.
- From the State of Maine :**
 State Law Reports, vol. 74.
- From the State of Pennsylvania :**
 State Laws, 1883.
 Executive Documents, and Legislative Documents, 1882-3. 7 vols.

- From the Smithsonian Institute, Washington :
- Annual Reports, for 1880 and 1881.
 - Report of U.S. Commission on Fish and Fisheries, for 1880.
 - Bulletin of U.S. Fish Commission, vols. 1 and 2 ; for 1881 and 1882.
 - Smithsonian Miscellaneous Collections, vols. 22 to 27. 6 vols.
 - Catalogues of publications of the Institution, to 1883.
- From the Dominion Minister of Militia :
- The Queen's Regulations and Orders for the Army, 1883.
- From the Royal Colonial Institute, London :
- Proceedings of the Institute, for 1882-3.
- From the Geological Survey Office, Ottawa :
- The *Athænum* : literary journal, from 1852 to 1869. 36 vols., bound.
- From the New York Chamber of Commerce :
- Report for the year 1882-3.
- From the Corporation of the City of London :
- A bronze Medal, issued by the Corporation, to commemorate the visit of Her Majesty the Queen to Epping Forest, on 6th May, 1882, to dedicate the Forest to the use and enjoyment of the people.
- From the Corporation of the City of Montreal :
- Annual Reports of civic affairs, for the year 1882.
- From the National History Society of Toronto :
- Check list of Insects in the Dominion of Canada, 1883.
- From C. Schrieber, Esq., of Ottawa :
- Poor's Manual of American Railroads, for 1883.
- From Col. Robbins, U.S. Consul at Ottawa :
- Michigan in the War of Secession. Revised edition, 1882.
- From the Town Council of Paisley, Scotland :
- Volume describing the Inauguration of the "George A. Clark" Town Hall, Paisley. Printed in 1882.
- From the Philadelphia Public Buildings Commissioners :
- Information concerning the progress towards completion of these Buildings. Philadelphia, 1883.
- From the Hon. H. A. Hill, of Boston :
- Proceedings of the National Board of Trade, at Washington, in January, 1883.
- From Col. O'Brien, M.P. :
- Vol. 10-13, Proceedings of the Royal Colonial Institute, for 1878 to 1882.
- From Professor Macoun, of Ottawa :
- Climate and resources of British Columbia, 1883.
- From W. P. Graff, Esq., New York :
- Loose leaves from the portfolio of a late patriot prisoner in Canada. New York, 1840.
- From the Hon. Joscelyn Bagot, A.D.C. :
- Engraved portrait of Sir Charles Bagot, Governor General of Canada in 1842.
- From Capt. H. F. Perley, Ottawa :
- More's History of Queen's County, Nova Scotia.
- From Acton Burrows, Esq., Winnipeg :
- Prize List of Ninth Provincial Exhibition, Manitoba.
- From Andrew Russell, Esq., Ottawa :
- Buchette's Map of the districts of Quebec, Three Rivers, and Gaspé. 1832. (On a roller.)
- From L. A. Lovekin, Esq., Peterborough :
- Gimson on the unjustifiability of Vivisections.
- From the Nova Scotia Historical Society :
- Report and Collections, for 1882-3.
- From the Montreal Horticultural Society :
- Annual Report, for 1881-2.

- From the Institution of Civil Engineers, London:
Minutes of Proceedings, vols. 72, 73.
- From the Historical Society of Wisconsin:
Report and Collections of the Society, for the years 1880 to 1882.
- From Queen's College University, Kingston:
University Calendar, for 1883-4.
- From the Victoria University, Cobourg:
University Calendar, for 1883.

DONATIONS TO THE LIBRARY OF THE UNDERMENTIONED WORKS, BY THEIR
RESPECTIVE AUTHORS.

- Methods of Election: by Professor E. J. Nanson, of the Royal Society of Victoria, Australia. 1882.
- Report on the affairs of the Oka Indians: by the Rev. William Scott. Ottawa, 1883.
(Six copies.)
- Memoir of Abbott Lawrence: by H. A. Hill. Boston, 1883. (Printed for private distribution.)
- Inquiry into the career and character of Mary Stuart, Queen of Scotland: by J. Watts de Peyster. New York, 1883.
- In Memoriam: Frederick de Peyster. New York, 1882.
- Zenobia, Queen of Palmyra; a poem: by the Rev. Æ. M. Dawson. Ottawa, 1883.
- Catalogue of Manuscripts in charge of the Commissioner of Public Records, Nova Scotia (Dr. T. B. Akins), from 1710 to 1867, in print: with a list in manuscript, of additions, to 1882.
- The Missionary problem; a history [of Protestant Missions: by James Croil. Toronto, 1883.
- Catalogue of Books belonging to D. M. Tredwell, concerning the Civil War between the North and the South, or the Free and Slave States of the American Union. Brooklyn, 1874.
- Monograph on privately illustrated Books; a plea for Bibliomania: by D. M. Tredwell. Brooklyn, 1881.
- Address before the Historical Society of New Brunswick, on 4th July, 1883, on British North American Loyalty: by General J. Watts de Peyster. New York.
- Canadian Idylls: The Harvest Moon: by William Kirby, F.R.S.C. Toronto, 1883.
- Legal and Financial Register, for July, 1883: by W. H. Sloan; Cincinnati.
- Outlines of Chemistry: by N. G. Webster. Norfolk, Virginia, 1883.
- Modern War: Opinions, &c., of distinguished Soldiers on the last Wars: by Major d'Entragues. Montreux, 1883.
- Currents of Air and Ocean in connection with Climates, Regions of summer rains and droughts: by Dr. J. B. Hurlbert, Ottawa. From Proceedings of Am. Ass. Adv. of Science, 1882.

COPYRIGHTS DEPOSITED IN THE LIBRARY OF PARLIAMENT SINCE 8TH FEBRUARY,
1883.

1946. Cahiers de Calcul: Addition, Soustraction, Multiplication et Division; 4 Nos. Par les Frères des Ecoles Chrétiennes, 1882. Bro.
1947. "Good Night and Good Morning" waltz: by Emery Lavigne. Montreal. Lavigne & Lajoie, 1882. One sheet.
- 1948-53. Reserve Fund Plan of Life Association; edition of 1882. Blank Policies (4 samples), by David Burke, 1882.
1954. The Dominion Hymnal, for Sunday-school and social worship. Wm. Briggs, publisher. Toronto, 1882. P.
1955. Villers, R. P. Paul de.—Le petit catéchisme expliqué aux enfants. Trois-Rivières, 1882. Bro.

1956. Dalgleish, W. Scott.—Introductory text-book of English composition, based on grammatical synthesis. New edition, revised. A. & W. McKinlay. Halifax, 1883.
1957. "Where is the Cat?": a card, by Arthur Gordon Brown, 1883.
1958. Map showing the Town of Morris, in the Province of Manitoba, as incorporated in 1882; from actual surveys, by McPhillips Bros. Winnipeg, 1883. A photograph.
1959. "Cadet March," for the piano; composed by C. E. Rowe, 1883. Two sheets.
1960. Genealogical and Chronological Chart of British History, by J. F. Elliott. One sheet on linen.
1961. "Slipping Away;" song by W. Forsyth. Suckling & Sons. Toronto, 1883.
1962. "Abide with Me;" sacred song; words by A. F. Lyte; music by R. S. Ambrose. J. Suckling & Sons. Toronto, 1883.
1963. Sullivan, Robert.—"The Spelling-book superseded." A. W. McKinlay. Halifax, 1883. P.
1964. "The Electric," polka de salon, by M. Pingle. J. Suckling & Sons. Toronto, 1883. Two sheets.
1965. "Napolitaine;" new dance, by Estelle Stanfield. J. Suckling & Sons. Toronto, 1883. One sheet.
1966. "Dawn of Hope," valse for piano, by Estelle Stanfield. J. Suckling & Sons. Toronto, 1883. Two sheets.
1967. Revised and improved system of Penmanship, in eleven numbers. Published by W. J. Gage & Co. Toronto, 1883.
- 1968-69. Galt, John.—Canadian Diary, Note-book and Time-table, issued monthly. February. Toronto, 1883. Two books.
1970. "St. George and Dragon;" by H. A. Wilkins, sculptor. Photographed by Hannaford Bros., 1883. One card.
1971. O'Brien, Rev. C.—*Mater admirabilis*. D. & J. Sadlier. Montreal, 1882.
1972. The Dominion Hymnal; a collection of Hymns and music for Sunday-school and social worship. Wm. Briggs. Toronto, 1883.
1973. Yule, Mrs. J. C.—Poems of the Hearth and Home. Bengough, Moore & Co. Toronto, 1881.
1974. Original Rink Skating Carnival; photographic background; by DeWolfe & O'Donnell, 1883.
1975. Belcher, A. Emerson.—"What I know about commercial travelling." Hunter, Rose & Co. Toronto, 1883.
1976. Collins, Wilkie.—"Heart and Science;" a story of the present time. Rose Publishing Co. Toronto, 1883.
1977. Newcomb, C. F., and Hanks, J. M.—The Fire Worshipers and Dermot McMurrugh. Hunter, Rose & Co. Toronto, 1882. P.
1978. Temporary copyright. No deposit.
1979. Row, R. K.—Graded exercises in Arithmetic for the use of Third and Fourth Public School Classes. London, 1883.
1980. Sadlier, J. A.—Catholic Complete Speller; by a Catholic Teacher. Montreal, 1883. P.
1981. Royal Readers. Fourth Book of Reading Lessons, with illustrations from Giacomelli. Nelson & Sons. Toronto, 1883.
1982. Reports of cases in the Court of Appeal, by J. Stewart Tupper. Christopher Robinson, editor. Vol. 6. Rowsell & Hutchinson. Toronto, 1882.
1983. O'Dea, Connor.—The Practical Book-keeper; a treatise on the science of Accounts. Toronto, 1882. P.
1984. "Peek-a Boo!" waltzes, by John Gowan. Strange & Co., publishers. Toronto, 1883.
1985. Harrington, B. J.—Life of Sir Wm. Logan, with steel portrait. Dawson Bros., publishers. Montreal, 1883.
1986. Bailey, Walter.—The Grand Salvation Army Song-book, compiled by Walter Bailey, Commander of the Army, 1883. London, 1883.

1987. Phrenology illustrated. Published at Norman's Electro-Curative Belt Institution. Toronto. One sheet.
1988. Laroque, Dr. G.—*Manuel d'horticulture pratique*. 2e édit. J. A. Langlais. Québec, 1883. Bro.
1989. "The Face of Jesus; or, Thoughts for the mature concerning the nature of the Word of God," by a Believer in the internal evidence of Divine Revelation. Hunter, Rose & Co. Toronto, 1883. P.
1990. Scale of Wages for stitching and fitting Boot and Shoe Uppers. Hunter, Rose & Co. Toronto, 1883. P.
1991. Improved system of practical Penmanship; complete in 11 numbers. Published by Gage & Co. Toronto, 1883. P.
1992. Canadian Naturalist (The) and Quarterly Journal of Science, with the Proceedings of the Natural History Society of Montreal. New series, vol. 9. Dawson Bros. Montreal, 1883.
1993. Every Man his own Barber; or, The Art of Self-shaving: by a Barber. Dudley & Burns. Toronto, 1883.
1994. "Le Minuet Valse," by Gertrude Knight. DeZouche & Co., publishers. Montreal, 1883. Two sheets.
1995. Insurance Plans of the City of Quebec, North Shore Coves and Lévis; by Chas. E. Good. Montreal, 1883. Folio.
1996. "Le Paroissien noté;" deuxième édition. J. A. Langlais. Québec, 1883.
1997. Letters of "Norah" (Mrs. A. McDougall), on her Tour through Ireland; being a series of letters to the "Montreal Witness," as Special Correspondent to Ireland. Montreal, 1882.
1998. Jeu de Cartes sur l'Histoire du Canada; par T. Morel, Joliette. Un paquet de 48 cartes imprimées.
1999. Gemmill, J. A.—The Canadian Parliamentary Companion, for 1883. J. Durie & Son. Ottawa, 1883.
2000. Andrews, F. A.—Shipping, Culler's, Lumberman's and Shipmaster's Pocket Ready Reckoner for Square Timber and Staves. Quebec, 1882. P.
2001. ————Timber Ready Reckoner, for the use of Merchants, Masters of Vessels, &c. Enlarged edition. Quebec, 1882. P.
2002. Photograph portrait of Fred. Mann, the accused murderer of the Cooke family; by Claude Latour. Montreal, 1883. Carte-de-visite.
- 2003-06. Royal Canadian Readers: Primer, Second, Third and Fourth Reading Books. Canada Publishing Co. Toronto, 1883.
- 2007-10. Sulte, Benjamin.—Histoire des Canadiens-Français (1608-1880). Parts 13, 14, 15, 16. Wilson & Co., publishers. Montreal, 1883.
2011. David, L. O.—Biographie de Mgr. J. O. Plessis, 1er Archevêque de Québec. 2e édit. Cadieux et Dérome. Montréal, 1883.
2012. Dugast, M. l'Abbé G.—La première Canadienne du Nord-Ouest; ou, biographie de Marie-Anne Gaboury. Cadieux et Dérome. Montréal, 1883.
2013. David, L. O.—Biographie de Mgr. A. A. Taché, Archevêque de St. Boniface. 2e édit. Cadieux et Dérome. Montréal, 1883.
2014. Histoire de Christophe Colomb, extraite de Roselly de Lorgues. Cadieux et Dérome. Montréal, 1883.
2015. Royal Canadian Readers: First Reading Book. Canada Publishing Co. Toronto, 1883.
2016. "J'aime," valse chantée; musique de Ernest Lavigne, paroles de A. Bramtot. Lavigne et Lajoie. Montréal, 1883.
- 2017-18. Photographs of Archbishop O'Brien, Halifax; by Wm. Notman. Halifax, 1883. Two positions, "A" and "B" cabinets.
2019. Photograph of Archbishop O'Brien, Halifax; by Wm. Notman. Halifax, 1883. Full size.
2020. Pollock, J. E.—Lorenzo, and other poems. William Briggs. Toronto, 1883.

2021. "The Sunrise Ripple," for the pianoforte; by Cornelius White. W. H. Billing & Co. Toronto, 1883.
2022. Lucas, Rev. D. V.—All about Canada. "Witness" Printing House. Montreal, 1883. P.
2023. Musical recital for use in Lodges of Ancient, Free and Accepted Masons; arranged by Chs. P. Sparling. Rowsell & Hutchinson. Toronto, 1883.
2024. Sample of Ticket for the Chicago, Rock Island and Pacific Railway. One oblong book of forms.
2025. "Lady Dufferin Waltz," for the pianoforte; by Gracie C. Bennett. Strange & Co. Toronto, 1883. Two pages.
2026. Eaton, Seymour R.—Practical Grammar, for use in Public Schools, &c. R. Richardson. Winnipeg, 1883.
2027. "The A B C Waltz," for the pianoforte; arranged by Cornelius White. W. H. Billing & Co. Toronto, 1883.
2028. Methodist Catechism: No. 1. William Briggs. Toronto, 1883. P.
- 2029-30. Political Chart of Phrenology and Political Shadows; by J. W. Bengough. The "Grip" Printing Co. Toronto, 1883. Two sheets.
2031. Lacrosse, the National Game of Canada; by George E. Desbarats. Montreal, 1883. A four-sheet poster.
2032. Cicero's Cato Major: De Senectute; with annotations, by John Henderson. Copp, Clarke & Co. Toronto, 1883. P.
2033. "The Ouseley Waltz," for the pianoforte; by Lottie M. Capron. Strange & Co. Toronto, 1883.
2034. Advanced Reader (Royal Canadian Series). Canada Publishing Co. Toronto, 1883.
2035. Important informations on Banking Exchange, Interest and value of Bank Stocks; by Geo. D. Griffin. J. A. Griffin, publisher. Hamilton, 1883.
- 2036-37. Second and Third Reading Books (Royal Canadian Series). Canada Publishing Co. Toronto, 1883. P.
2038. Mark Twain.—"Life on the Mississippi," with illustrations. Dawson Bros. Montreal, 1883.
2039. Dionne, C. E.—Les Oiseaux du Canada. P. G. Delisle. Québec, 1883.
2040. Bellerose, L. H.—Petit manuel d'Apiculture à l'usage des écoles. Arthabaska-ville, 1883.
2041. Business Houses of Toronto—Business Card and Perpetual Calendar.
2042. Deane, Captain R. B.—The British North America Act of 1867 made easy. Ottawa, 1883. P.
2043. Chauveau, P. J. O.—Frs.-Xavier Garneau, sa vie et ses œuvres. Beauchemin et Valois. Montréal, 1883. Avec portrait.
2044. Kemp, Rev. A. F., and Farries, Rev. F. W.—Hand-book of the Presbyterian Church in Canada (1883). J. Durie & Son. Ottawa, 1883.
2045. Leroux, Joseph.—Atlas numismatique du Canada. Beauchemin et Valois. Montréal, 1883. Bro.
2046. Collins, J. E.—Life and Times of the Rt. Hon. Sir John A. Macdonald, K.C.B., Premier of the Dominion of Canada. Rose Publishing Co. Toronto, 1883.
2047. Tables of the Estimated Results of Tontine Savings Funds Insurance. Toronto, 1883. P.
2048. Carte-portrait d'Albani, par J. H. Leroux. Montréal, 1883.
2049. DeMontigny, B. A. T.—Droit criminel des arrestations, comprenant un Index détaillé des offenses criminelles. Sénécal et Fils. Montréal, 1882.
2050. "Sad Thoughts," song; words and music by S. T. Culp. A. & S. Nordheimer. Toronto, 1883.
2051. "Regina" waltzes, by Miss Jane Porter. Thomas Claxton. Toronto, 1883.
2052. Stafford, E. A.—Recreations. Wm. Briggs. Toronto, 1883.
2053. Bengough, J. W.—Bunthorne Abroad; or, The Lass that loved a Pirate. Comic opera. Toronto, 1883.

2054. Routhier, A. B.—A travers l'Europe; impressions et paysages. Tome 2. P. G. Delisle. Québec, 1883.
2055. "Peterboro' Galop," by W. A. Hawley. Thomas Claxton. Toronto, 1883.
2056. "Norah" (Mrs. McDougall); The days of a life. W. Templeman. Almonte, 1883. P.
2057. Ontario Reports, Vol. I, containing reports of cases decided in the Queen's Bench and Chancery Divisions of the High Court of Justice for Ontario (1882). Rowsell & Hutchison. Toronto, 1883.
2058. Photographie de Notre-Dame de Lourdes. Carte-de-visite.
2059. Important new departure in Life Insurance; by Wm. McCabe. 1883.
- 2060-62. Sulte, Benjamin.—Histoire des Canadiens-Français (1608-1830); parties 16, 17, 18. Montréal. Wilson et Cie.
2063. "The Story of my Life," by the Rev. E. Ryerson, D.D.; edited by J. G. Hodgins. With portraits and engravings. Wm. Briggs. Toronto, 1883.
2064. The Canadian Naturalist and Quarterly Journal of Science. New series, vol. 10. Dawson Bros. Montreal. 1883.
- 2065-69. Assistance aux parents—Obéissance aux parents—Respect aux parents—Respect aux vieillards. Par F. B. P. 4 vols. Cadieux et Dérome. Montréal, 1883.
2070. David, L. O.—Le héros de Chateauguay. 2e édit. Cadieux et Dérome. Montréal, 1883.
2071. Dugast, Ptre. M.—Légendes du Nord-Ouest, Cadieux et Dérome. Montréal, 1883.
2072. Baurard, l'Abbé.—Histoire de Madame Duchesne; édition abrégée, par M. Brunet. Cadieux et Dérome. Montréal, 1883.
2073. Baurard, l'Abbé.—Histoire de Madeleine Sophie Barat; édition abrégée par M. Brunet. Cadieux et Dérome. Montréal, 1883.
2074. Leblanc, Adrien.—Vie de Mademoiselle Mance. Cadieux et Dérome. Montréal, 1883.
2075. Fenwick, G. E.—Excision of the Knee-joint. Dawson Bros. Montreal, 1883. P.
2076. Photograph of His Lordship the Rev. John Medley, Bishop of Fredericton; by G. W. Schleyer. Fredericton, N.B., 1883. Cabinet.
2077. Map of part of the City of Winnipeg, and parts of the Parishes of St. Boniface, St. John, Kildonan, in the Province of Manitoba; by G. McPhillips, jun. Winnipeg, 1883.
2078. "Aimons toujours;" paroles de L. A. Fréchette, musique de M. Wellings. Lavigne et Lajoie, éditeurs. Montréal, 1883.
- 2079-87. Photographs of the Right Rev. Dr. Jamet, Bishop of Peterborough; nine, different sittings. By Geo. B. Sproule. Peterborough, 1883.
- 2088-93. The Royal Readers. Five books of Reading Lessons. Nelson & Campbell. Toronto, 1883.
2094. Questions and suggestions for the Royal Readers. J. Campbell & Son. Toronto, 1883.
2095. Moose-hunting in Nova Scotia; photograph by Emile Vossnack. 1883.
2096. The Agricultural Year Book for 1883; published by Tippitt, Burditt & Co. St. John, N.B., 1883. P.
2097. Provencher, l'Abbé L.—L'Écho du Calvaire, ou l'association du chemin de la Croix perpétuel. C. Darveau. Québec, 1883. Bro.
2098. Royal Canadian Series: Fourth Reading Book. Canada Publishing Company. Toronto, 1883. P.
2099. The Dominion in 1883; by "Ralph Centennius." Tokor & Co., publishers. Peterborough, Ont., 1883. P.
2100. *Au Nord*; description des vallées de la rivière Rouge et du Lièvre, avec carte géographique. St. Jérôme, 1883.
2101. Grammaire enfantine à l'usage des élèves de la Congrégation de Notre-Dame. Montréal, 1883. Bro.

2102. Darey, P. J.—Principes de la grammaire française. Dawson Bros. Montreal, 1883.
2103. "Mistletoe Galop," for the piano; by Milly Winn. Published by P. Grossman. Hamilton, Ont., 1883.
2104. Smith, Edward.—Health; a Hand-book for Households and Schools. A. & W. McKinlay. Halifax, 1883.
2105. Canadian Christmas Cards, by J. Thos. Henderson. Montreal. Coloured plates.
2106. Appeal Reports for 1881-82, vol. 7. Published by Rowsell & Hutchison. Toronto, 1883.
2107. Crémazie, Octave.—Œuvres complètes publiées sous le patronage de l'Institut-Canadien de Québec, par l'Abbé Casgrain. Beauchemin et Valois. Montréal, 1882.
2108. Arnold, Thos. K.—Introduction to Latin Prose Composition. Gage & Co.'s Classical Series. Toronto, 1883.
2109. Phrenological Head Poster, by Addison Norman. 1883. One sheet.
2110. Garneau, F. X.—Histoire du Canada depuis sa découverte jusqu'à nos jours. 3 vols., 4e édit. Beauchemin et Valois. Montréal, 1883.
2111. Diseases and Disorders of the Male Sexual and Urinary Organs. 12th edition. Toronto, 1883. P.
- 2112-13. Sadlier's Dominion Catholic First Reader; Parts 1 and 2. J. A. Sadlier. Montreal, 1883. P.
2114. New form of Life Insurance, called the Commercial Endowment Policy; by William McCabe. 1883. One sheet.
2115. Plan of Insurance, called the Commercial Endowment Insurance. William McCabe, 1883. One oblong sheet.
2116. McGregor, Arch.—Model Code of Life Insurance. Toronto, 1883. P.
2117. Map of the Province of Ontario; published by the Map and School Supply of Ontario. London, 1883.
2118. Cartwright, John R.—Cases decided on the British North America Act, 1867; vol. 7. C. B. Robinson. Toronto, 1883.
2119. Jack, D. B.—History of the City and County of St. John, N.B. J. & A. McMillan. St. John, 1883. Centennial Prize Essay.
2120. Emberson, F. C.—The Art of Teaching. New edition, with appendix. Dawson Bros. Montreal, 1883. P.
2121. O'Sullivan, D. A.—How to draw a simple Will. Moore & Co. Toronto, 1883. P.
2122. Balfour, James.—Printed Specifications for the use of Architects, Builders, Contractors, &c. 1883. Book of forms.
2123. Catarrh, the Scourge of Canada; its history, and how cured: by E. Oscar Paddock. One printed sheet.
2024. Dominion Catholic Speller, oral and written; by a Catholic Teacher. J. A. Sadlier. Montreal, 1883.
- 2025-28. Photographs of His Royal Highness Prince George of Wales; four sittings: by H. D. Topley. Ottawa, 1883. Cabinet size.
- 2129-32. Sulte, Benjamin.—Histoire des Canadiens-Français (1608-1880); Livraisons 20, 21, 22, 23. Publiée par Wilson et Cie. Montréal, 1883.
2133. Quebec and Levis Directory for 1883-84; published by A. Benj. Cherrier. Quebec. 25th year.
2134. "Never any more, my Darling," song composed by Edward White. S. F. Wilson. Toronto, 1883.
2135. Daily and General School Register; by George Dickson. 1883. One blank book.
2136. Calendrier du diocèse de Québec pour 1884; imprimé par Aug. Coté, Québec.
2137. Roger, Charles.—Ottawa Past and Present. Times Printing Office. Ottawa, 1871. P.

2138. Swinton, Wm.—Outlines of the World's History, ancient, mediæval and modern; revised edition for Nova Scotia. A. & W. McKinlay. Halifax, 1883.
2139. "Lacros-e! Lacrosse!" song; words and music by Agnes Burt. J. L. Lamplough. Montreal, 1883.
2140. Mrs. Clarke's Cookery Book; comprising about fourteen hundred practical, useful and unique Receipts. Toronto, 1883.
2141. Tremblay, Rémi.—Caprices poétiques et chansons satiriques. A. Filiatreault et Cie. Montréal, 1883.
2142. Insurance Plans of Brandon, St. Boniface, Manitoba; Brantford, Kingston, New Edinburgh, Ont.: by Chs. E. Goad. Montreal, 1883.
2143. Canadian Manufacturer's Diary for 1884. Toronto, 1883. A book of advertisements.
2144. Methodist Catechisms, containing a summary of Christian doctrine; No. 2. Wm. Briggs. Toronto, 1883. P.
- 2145-48. Leçons de langue Française, par les Frères des Écoles Chrétiennes. Cours supérieur: 1^o, Livre de l'élève; 2^o, Livre du maître; 3^o, Arithmétique, cours élémentaire, livre du maître; 4^o, Arithmétique, cours élémentaire, livre de l'élève. J. Chapleau et Fils. Montréal, 1883.
- 2149-50. Photographies de Son Excellence Dom Henri Smeulders, Commissaire Apostolique au Canada, par Jules Ernest Livernois. Québec, 1883. Deux positions.
- 2151-52. "Marche du 13e Régiment;" 2^o, "Il faut aimer." Musique de Ernest Lavigne. Lavigne et Lajoie. Montréal.
2153. Greenwood, Grace.—Queen Victoria; her Girlhood and Womanhood. Dawson Bros. Montreal, 1883.
2154. Swinton's Outlines of the World's History, ancient, mediæval and modern, with special relation to the History of Civilization and the Progress of Mankind. Revised Canadian edition, with Appendix, containing a brief history of the United States. A. & W. McKinlay. Halifax.
2155. Introduction to Grammar for Schools, with outlines of introductory lessons for oral Teaching; and an Appendix containing an historical sketch of the English language. First edition. A. & W. McKinlay. Halifax, 1883.
2156. Tufts, J. W., and Holt, H. E.—The Normal Music Course. First Reader. (Canada Publishing Co.) Toronto, 1883. P.
2157. Memories of Canada and of Scotland, by the Right Hon. the Marquis of Lorne. Dawson Bros. Montreal, 1883.
2158. Whitney, W. D., and Mrs. L. N. Knox.—Elementary lessons in English. W. J. Gage & Co. Toronto, 1883.
2159. Dawson, Rev. Æneas McD.—Zenobia, Queen of Palmyra; a poem. C. W. Mitchell. Ottawa, 1883.
2160. Map of Winnipeg and Environs, designed by Allan Macdougall, C.E. J. F. Ruttan & Co., publishers. Winnipeg, 1883.
2161. The Dentist's Daily Appointment Book, by S. J. Andres. Morton, Phillips & Bulmer. Montreal, 1883.
- 2162-65. Photographs of Sir John A. Macdonald; four sittings: A, B, C, D. By H. D. Topley. Ottawa, 1883. Vignettes.
- 2166-69. Photographs of the Marquis of Lansdowne; four different positions. By H. D. Topley. Ottawa, 1883. Cabinet size.
2170. The Canadian Home Farm and Business Cyclopedic; the Science of Farming and Gardening, Practical Book-keeping. By Wm. Brown and G. McLean Rose. J. S. Robertson & Bros. Toronto, 1884.
2171. Cahiers de Calcul, Nos. 5 et 6; par P. L. Lesage. Québec, 1883.
- 2172-73. Histoire du Canada, par les Frères des Écoles Chrétiennes. Cours élémentaire: 1^o, Livre du maître; 2^o, Livre de l'élève. Perreault et Cie. Montréal, 1883.

2174. "My Pupil's Favorite Jersey," by Prof. J. F. Davis. A. & S. Nordheimer. Toronto, 1883. Two sheets.
2175. *Synopsis Definitionum Philosophicarum ad Programma Lavallense Digesta.* St. Hyacinthe, 1883. P.
- 2176-78. Sulte, Benjamin.—*Histoire des Canadiens-Français (1603-1880).* Wilson et Cie, éditeurs. Montréal, 1883. Livraisons 24, 25, 26.
2179. *Miscellaneous Poems, translated into English Prose,* by A. Alexander Nobile. J. S. Williams. Toronto, 1883.
2180. Globensky, C. A. M.—*La Rébellion de 1837 à St. Eustache.* A. Coté et Cie. Québec, 1883.
2181. Statue of the late Sir George Et. Cartier, Baronet; by L. P. Hébert. No deposit.
2182. Sulte, Benjamin.—*Histoire des Canadiens-Français (1608-1880).* Wilson et Cie. Montréal, 1883. 27e livraison.
2183. "Marina, the Fisherman's Daughter;" an operatic romance in 3 acts. Words and music by W. McDonnell. Strange & Co. Toronto, 1883.
2184. Legaré, Etienne.—*Méthode de plain-chant.* J. A. Langlais. Québec, 1883. *Bro.*
2185. *Mine Spirituelle; ou, recueil de prières à l'usage des élèves de Collèges, etc.* J. A. Langlois. Québec, 1883.
2186. "Jean D'Erbrée."—*La Franc-Maçonnerie dans la province de Québec, en 1883.* J. A. Langlois. Québec, 1883.
2187. Strang, H. J.—*Exercises in false Syntax, and other forms of bad English.* Copp, Clarke & Co. Toronto, 1883.
2188. *School Register;* published by Bradford Bros. Sherbrooke, P.Q., 1883. One blank book.
2189. Withow, A.—*Popular History of the Dominion of Canada, from the discovery of America to the present time.* Wm. Briggs. Toronto, 1884.
- 2190-93. Photographs of the Bow River at Padmore; 2. The Bow River and Rockies at the Railway Crossing, near Padmore; 3. Mount DesBrisay. By James R. Waghorn. Winnipeg, 1883.
- 2193-2203. 1. "The Courier Waltz," by M. Whitt; 2. "Waltz of the Fairies," by J. D. Kerrison; 3. "Impetuosity Galop," by M. Holland; 4. "Sparkling Eyes Galop," by E. S. Musson; 5. "The Clinton Polka," by M. Whitt; 6. Regimental Song of the Queen's Own Rifles—words by John Campbell, music by Major F. E. Dixon; 7. "Two Nocturnes," by J. D. Kerrison; 8. "Album Leaf," by T. C. Jeffers; 9. "Abide with Me," transcription brillante, by Arthur E. Fisher; 10. "God Preserve our Native Land," by J. D. Kerrison. Published by J. Suckling & Sons. Toronto, 1883.

STATEMENT

(18)

Of payments charged to Unforeseen Expenses, by Orders in Council, from 1st July, 1883, to date; in conformity with Act 46 Vic., cap. 2, Schedule B.

Date of O.C.	To whom Paid.		Amount.	Total.
			\$ cts.	\$ cts.
1883.				
June 4	G. A. Desjardins.....	For 10 copies of "Debats de la Legislature de Quebec" for 1882, at \$3.00	80 00	
July 7	H. J. Morgan.....	30 copies of "Dominion Annual Register and Review" for 1882, for Library exchanges	90 00	
Nov. 7	Hon. P. J. O. Chauveau	25 copies of "F. X. Garneau, his life and works" for Library exchanges.....	25 00	
				195 00
July 19	Mrs. Pruneau.	Gratuity to widow of the late J. B. Pruneau, Postmaster, Quebec.	333 33	
do 16	Mrs. Sutherland.....	Gratuity to widow of the late John Sutherland, Appraiser Customs, Winnipeg	233 34	
do 16	Mrs. Charlton.....	Gratuity to widow of the late R. G. Charlton, Sub-Collector Customs, Chicoutimi.....	50 00	
do 24	Mrs. Jardine.....	Gratuity to widow of the late John Jardine, Sub-Collector Customs, Campbellton, N.B.....	66 67	
do 24	Mrs. Tomkins	Gratuity to widow of the late John H. Tomkins, Landing-waiter, Customs, Coaticooke, Que ...	150 00	
do 14	Mrs. Crawford.....	Gratuity to widow of the late David Crawford, Lighthouse Keeper, Batchewana Bay, Lake Superior.....	58 34	
do 24	F. Abbott, to pay.....	Gratuity to widow of the late Patrick Moran, Lock Laborer, Rideau Canal.....	73 20	
Aug. 11	D. McDonald, to pay...	Gratuity to widow of the late C. Murdoch, Landing-waiter, Customs, Pictou, N.S.....	83 34	
do 11	R. Grant, to pay.. ..	Gratuity to representatives of the late A. McGillivray, Preventive Officer, Customs, Antigonish, N.S.	33 34	
do 18	Mrs. Norris.....	Gratuity to widow of the late George Norris, Messenger Inland Revenue Office, Montreal....	83 32	
do 18	Mrs. DeBlois.....	Gratuity to widow of the late George DeBlois, Clerk in Cullers' Office, Quebec.....	100 00	
do 23	Coll. Customs, Hamilt'n	Gratuity to widow of the late P. S. McHenry, amount short paid on gratuity in August, 1882	16 66	
do 23	do St. John.	Gratuity to widow of the late J. Williams, Customs, St. John, N.B.....	108 33	
do 28	do Yarmouth	Gratuity to the widow of the late James M. Lent, Sub-Collector Customs at Tusket, N.S....	25 00	
do 31	Mrs. Tobin.....	Gratuity to widow of the late Seymour Tobin, Clerk in Department of Secretary of State....	233 33	
do 31	Mrs. Allevn	Gratuity to widow of the late Mr. Justice Allevn, Superior Court, Quebec	666 66	
Sept. 17	Mrs. Foster.....	Gratuity to mother of the late J. A. Foster, Lighthouse Keeper, County Harbour, N.S....	66 67	
do 17	Mrs. Ethier.....	Gratuity to widow of the late Joseph Ethier, Keeper of Lighthouse at Isle à Bague.....	32 00	
do 28	Legal Representatives.	Gratuity to heirs of the late Gordon Wilson, Clerk in Canal Office, Port Colborne, Ont.....	50 00	
Oct. 15	Mrs. Johnston	Gratuity to widow of the late Rev. Canon Johnston, Chaplain of the Senate.....	66 66	
do 15	Miss Wilson.....	Gratuity to daughter of the late Gordon Wilson, Landing-waiter, Customs, Port Colborne.....	33 34	
do 15	Legal Representatives.	Gratuity to heirs of the late R. W. H. Dimock, Preventive Officer, Customs, New Richmond....	41 67	
do 15	do	Gratuity to heirs of the late Charles M. Kelly, Landing-waiter, Customs, Toronto	100 00	
do 15	Mrs. O'Brien.....	Gratuity to widow of the late Patrick O'Brien, Packer, Customs, Montreal	83 33	
do 27	Mrs. Fraser.....	Gratuity to widow of the late Alexander Fraser, Assistant Receiver-General, Toronto.....	500 00	

STATEMENT of payments charged to Unforeseen Expenses, &c.—*Concluded.*

Date of O.C.	To whom Paid.		Amount.	Total.
			\$ cts.	\$ cts.
1883.				
Oct. 20	Mrs. Lloyd.....	Gratuity to widow of the late James Lloyd, Lighthouse Keeper, Carter's Island, N.S.....	41 67	
do 19	Legal Representatives.	Gratuity to heirs of the late Hon. Isaac Buchanan, Official Arbitrator under Public Works Act.....	166 66	
do 19	R. P. McMillan, to pay	Gratuity to heirs of the late C. C. Farren, Lockmaster, Williamsburg Canal.....	76 25	
Nov. 6	Mrs. Belodeau.....	Gratuity to widow of the late Louis Belodeau, Appraiser Customs, Quebec.....	233 34	
do 6	Mrs. Doucet.....	Gratuity to mother of the late R. E. B. Doucet, Clerk in Post Office Department.....	91 66	
do 6	Mrs. Demers.....	Gratuity to widow of the late S. S. Demers, Letter Carrier, Montreal Post Office.....	98 33	
do 7	Mrs. Robertson.....	Gratuity to widow of the late James Robertson, Collector Customs, Moncton, N.B.....	188 67	
do 6	Mrs. Foley.....	Gratuity to widow of the late James Foley, Clerk in Cullers' Office, Quebec.....	100 00	
do 17	Mrs. Leggatt.....	Gratuity to widow of the late Gordon Watts Leggatt, Judge County Court, Essex, Ont.....	400 00	
do 29	Mrs. Jones.....	Gratuity to widow of the late Henry Albin Jones, Clerk Finance Department.....	233 33	
do 24	Maria Costello.....	Gratuity to sister of the late Richard Costello, Clerk Belleville Post Office.....	106 66	
Dec. 21	Mrs. Brown.....	Gratuity to widow of the late Capt. D. M. Brown, Inspector of Lighthouses, N.S.....	200 00	
do 13	Donald McIntyre.....	Gratuity to father of the late P. D. McIntyre, Clerk Ottawa Post Office.....	120 00	
Nov. 24	L. R. Harrison.....	For legal services <i>re</i> Venning vs. Steadman Hanson and Spurr.....		5,343 10
do 9	W. R. Allen.....	Claim for 8 years' board and accommodation as Storekeeper, Rockwood Asylum.....		873 50
	Bank of Montreal.....	For L. C. cheques issued by Department of Secretary of State, on account London Library.....		200 00
				85 14
				6,696 74

J. M. COURTNEY, *Deputy Minister of Finance.*J. L. McDUGALL, *Auditor General.*

Finance Department, Ottawa, 17th January, 1884.

STATEMENT

(No. 19)

Of the Name and Rank of each person Superannuated or Retired, his Salary, his Age, Length of Service, the Allowance granted to him on Retirement, the cause of his Superannuation and whether the vacancy has been subsequently filled, and if so, whether by Promotion or by a new Appointment, and the salary of the new Appointee, under 46 Vic., cap. 8, sec. 15, from 1st January to 31st December, 1883.

Name.	Rank.	Salary.	Age & Length of Service.	Allowance.	Cause.	Vacancy Filled by		Salary of new Appointee.	Remarks.
						Promotion.	New Appointment.		
<i>Department of the Interior.</i>									
Austin, F. P.	1st Class Clerk	\$ 1,650	53 26	\$ cts. 990 00	Efficiency & Economy			\$ cts. 600 00	Mr. Austin served 26 years and on his retirement was allowed 4 years additional.—Mr. Austin was succeeded by Mr. Wm. Mills, the same being a departmental transfer. Mr. Mills was in receipt of the same salary as Mr. Austin and had no increase. Gratiuity. See also Finance.
<i>Department of Indian Affairs.</i>									
Wright, Amos	Indian Agent, P. A. Landing	600	73 8	400 00	Age		New Appointment.	600 00	
<i>Auditor-General.</i>									
Hector, Thomas	1st Class Clerk	1,650	75 40	1,155 00	do		do	700 00	
Hunter, F.	do	1,500	73 25	900 00	Efficiency & Economy		do	800 00	Allowed 5 years additional.
Barber, E. C.	do	1,750	52 28	1,221 95	do		do	400 00	do 7 do
		4,900		3,279 96				19,000	

STATEMENT of the Name and Rank of each person superannuated or retired, &c., from 1st January to 31st Dec., 1883—Continued.

Name.	Rank.	Salary.	Age.	Length of Service.	Allow- ance.	Cause.	Vacancy Filled by		Salary of new Appointee	Remarks.
							Promotion.	New Appoint- ment.		
<i>Department of Finance.</i>										
Jordan, F. G.	Clerk in Sav. Bank Branch, Asst Receiver General, St. John, N.B.	\$ 1,400	75	39	\$ cts. 980 00	Efficiency & Economy			\$ cts.	Mr. Jordan was succeeded by the transfer of Mr. E. W. Chestnut from the Audit Office, St. John, with \$1,100 per annum. Mr. Chestnut's position has not been filled up. Not filled. Gratuity. See Indian Affairs.
Wright, Amos	Dominion Au- ditor, P. A., Landing.	300	73	8	200 00	Age				
Pope, Hon. Jos.	Dominion Au- ditor, Char- lottetown, P. E.I.	1,800	80	35	1,260 00	do		New Appoint- ment.	1,800 00	
Austin, Michael	Messenger, As- sistant Recei- ver General, Halifax.	400	68	12	96 00	Ill-health.				Not filled.
<i>Inland Revenue Department.</i>										
Brunel, A.	Commissioner.	4,000	64	70	2,400 00	do			4,000 00	Allowed 10 yrs. additional.
Bélanger, C.	Exciseman.	600	50	13	166 00	do				Not filled.
Striker, E. H.	do	1,200	26	9	900 00	do		Promotion.		Not filled. Gratuity.
		5,800			3,456 00				4,000 00	
<i>Post Office Department.</i>										
Kirby, Andrew	Railway Mail Clerk.	960	45	25	480 00	do			480 00	

Name	Position	Age	Ill-health	326 66	7	560 48	Letter Carrier	300 00	Gratuity	Notes
Withers, J. F.	Letter Carrier	660 48	7	326 66	ill-health	300 00	Gratuity	300 00	Gratuity	
Kelly, Robt.	Clerk	980 49	14	274 40	do	400 00		400 00		
Webber, Augustus	do	980 58	16	313 60	do	400 00		400 00		
<i>Public Works Department.</i>										
Harper, J. W.	Paymaster	1,700 61	31	1,054 00	Abolition of Office					
Chamberlin, R.	Deputy Slide Master	314 69	12	75 36	do					
<i>Department of Customs.</i>										
Ferguson, John	Locker	2,014		1,129 36						
Birss, John	Clerk	800 57	9	600 00	Efficiency & Economy					Not filled. Gratuity.
Dugdale, Henry	Tidewater	300 65	15	90 00	do			300 00		do
Green, Jas. A.	Surveyor	1,800 63	33	1,260 00	ill-health			1,600 00		do
Austin, Joseph	do	1,500 57	35	1,060 00	do			1,600 00		do
Stevens, C. F.	Clerk	1,400 39	19	532 00	Efficiency & Economy					Not filled.
McDonald, Angus	Sub-Collector	150 67	22	66 00	Abolition of Office					do
McIntosh, Wm.	Land'g Waiter	500 76	16	160 00	Age			600 00		do
Brown, W.	Prev. Officer and Locker	300 68	17	102 00	Efficiency & Economy					do
Shaw, Wm. M.	Sub-Collector	500 39	9	375 00	Abolition of Office			150 00		Gratuity.
Bingay, Robt.	Land'g Waiter	500 53	16	150 00	Efficiency & Economy					Not filled.
Grant, G. W.	Clerk	1,500 31	15	450 00	ill-health					do
Dunscomb, J. W.	Collector	3,540 74	40	2,478 00	Age			3,200 00		do
Taylor, Wm.	Prev. Officer	240 38	10	48 00	Efficiency & Economy					do
Darling, S.	do	550 78	11	121 00	Age					do
Hood, H. A.	Collector	1,400 67	22	616 00	do			1,200 00		do
Porter, W. S.	Land'g Waiter	650 71	17	221 00	do					do
Hearn, Jas.	Prev. Officer	300 63	25	150 00	do			300 00		do
Gaul, G. W.	Locker	600 53	5	250 00	ill health					Not filled. Gratuity.
Maduen, Jeremiah	Tidewater	600 64	30	360 00	Age and interest of public service					do
Steele, John	Locker	650 70	24	312 00	do					do
<i>Department of Railways and Canals.</i>										
Launon, Ambroise	Lockman, St. Ann's	17,980		9,951 00				9,850 00		do
		283 66	16	90 56	ill-health					\$1.25 per diem for season.

STATEMENT of the Name and Rank of each person Superannuated or Retired, &c., from 1st January to 31st Dec., 1883—Continued.

Name.	Rank.	Salary.	Age.	Length of Service.	Allow- ance.	Cause.	Vacancy Filled by		Salary of new Appointee	Remarks.
							Promotion.	New Appoint- ment.		
Santiman, C.....	Lock labourer, Rideau Canal	\$ 228 48 13	59	28	Ill-health.....		New appoint- ment	\$ cts.	\$1.00 per diem for season.	
Barrette, P.....	Bridge Keeper, Beauharnois Canal.	292 60 31	181	04	do		do	do	\$1.25 do and house rent, \$25 per annum.	
McGillivray, J.....	Lock Tender, Well'd Canal	570 67 34	387	60	Age and physical in- firmity.		do	do	\$42 per month for season; house rent, \$60 per an.	
McMahon, B.....	do	343 61 30	205	80	do		do	do	\$38 per month for season; house rent, \$60 per an.	
Madill, Jas.....	do	346 65 30	207	60	do		do	do	\$45 per month for season; house rent, \$50 per an.	
Ward, Jas.....	do	342 62 12	82	08	do		do	do	\$45 per month for season; house rent, \$30 per an.	
Howe, John.....	do	352 69 29	204	16	do		do	do	\$42 per month for season; house rent, \$60 per an.	
Howe, James.....	do	333 67 29	193	14	do		do	do	\$38 per month per annum; house rent, \$50 per an.	
Weaver, Frank.....	do	340 66 20	142	80	do		do	do	\$38 per month per annum; house rent, \$50 per an.	
Upper, Jno.....	do	340 66 13	88	40	do		do	do	\$38 per month per annum; house rent, \$60 per an.	
Carroll, Arthur.....	do	342 63 30	205	20	do		do	do	\$38 per month per annum; house rent, \$60 per an.	
Plumstead, Horton.....	do	340 47 16	108	80	Physical infirmity.....		do	do	\$38 per month per annum; house rent, \$60 per an.	
Winslow, Alex.....	do	342 62 15	102	60	Age and infirmity.....		do	do	\$38 per month for season; house rent, \$60 per an.	
Sherwood, Thos.....	Lock labourer, Jones' Falls, Rideau Canal	230 36 10	46	00	Ill-health.....		do	do	\$1 per diem for season.	

Appointee	516 51 37	361 00 Ill health	New appoint- ment	\$38 per month for season ; house rent, \$60 per an.
Flewelling, James	5,539	2,666 06		
<i>Department of Marine and Fisheries.</i>				
Taylor, Joseph	1,000 73 14	280 00 Age	do	1,000 00
Beford, F. X.	1,000 64 23	460 00 do		
Ashe, E. D.	1,400 68 33	980 00 do		Succ'r not yet appointed.
Hanlon, Jas.	500 65 28	280 00 do	New appoint- ment	500 00
Kean, B.	150 70 9	100 00 do	do	150 00
Johnson, E.S.	425 80 35	297 50 do	do	300 00
Jeffs, Wm.	200 64 23	92 00 Abolition of Office		
Whitcher, W. F.	2,400 55 28	1,344 00 Efficiency & Economy		No successor appointed.
<i>Senate.</i>				
LeMoine, Robt.	7,075	3,833 50		1,950 00
Doherty, James	3,400 67 35	2,380 00 Age		3,400 00
Keeper of the Wardrobe and Asst. Door-keeper of the Senate.	600 63 30	360 00 do		
	4,000	2,740 00		3,400 00

RECAPITULATION.

	Salaries.	Allowance.	Value of New Appointments.	Remarks.
	\$ cts.	\$ cts.	\$ cts.	
Interior.....	1,650 00	990 00	600 00	Filled by departmental transfer.
Indian Affairs.....	600 00	400 00	1,900 00	
Auditor-General.....	4,900 00	3,279 86	1,800 00	
Finance.....	2,500 00	2,536 00	1,800 00	
Inland Revenue.....	5,800 00	3,456 00	4,060 00	One vacancy of \$1,400 per annum filled by transfer of an Officer with \$1,100 per annum.
Customs.....	17,980 00	9,951 00	9,850 00	
Marine and Fisheries.....	7,075 00	3,833 50	1,650 00	
Post Office.....	3,480 00	1,394 66	1,680 00	
Public Works.....	2,014 00	1,129 36	Filled by transfer of the then Under Secretary of State to position of Clerk of Senate.
Railways and Canals.....	5,539 00	2,666 06	3,490 00	
Senate.....	4,000 00	2,740 00	.....
Total.....	55,538 00	32,376 54	25,080 00	

In these Departments the amounts are divided, showing the Annual Allowances and Gratuities, separately:—

	Annual Allowances.	Gratuities.	Total.
	\$ cts.	\$ cts.	\$ cts.
Interior.....	990 00	400 00	1,390 00
Indian Affairs.....	3,279 86	200 00	3,479 86
Auditor-General.....	2,336 00	900 00	3,236 00
Finance.....	2,536 00	326 66	2,862 66
Inland Revenue.....	1,068 00	1,129 36	2,197 36
Post Office.....	1,129 36	1,225 00	2,354 36
Public Works.....	8,728 00	100 00	8,828 00
Customs.....	2,666 06	.....	2,666 06
Railways and Canals.....	3,733 50	.....	3,733 50
Marine and Fisheries.....	2,740 00	.....	2,740 00
Senate.....	29,224 88	3,151 66	32,376 54

J. M. COURTNEY, Deputy Minister of Finance.

FINANCE DEPARTMENT, OTTAWA, 16th January, 1884.

RETURN

(19a)

[IN PART]

To an ORDER of the HOUSE OF COMMONS, dated 28th of March, 1883 :—
For a Statement showing, separately, for each year since the establishment of the Superannuation Fund :—

1. The number of persons on the list for the year as entitled to the benefit of the Act.
2. The number superannuated during the year under the Act.
3. The number retired during the year on a gratuity under the Act.
4. The total amount paid into the Fund from the beginning by those who were during the year superannuated, or retired on a gratuity; distinguishing between those whose superannuation was caused by the abolition of Office.
5. The number of persons on the list for the year who died in the service; and
6. The total amount paid into the Fund from the beginning by those who, during the year, died in the service.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
21st January, 1883.

Year ending 30th June.	1.	2.	3.	4.		5.	6.	
	Number of persons on the list entitled to the benefit of the Act.	Number superannuated during the year under the Act.	Number retired on gratuity during the year under the Act.	Total amount paid into the Fund from the beginning by those superannuated, or retired on a gratuity.	Total amount paid into the Fund from the beginning by those who were, during the year, superannuated, or retired on a gratuity; distinguishing between those whose superannuation was caused by abolition of Office.	Number of persons on the list for the year who died in the service.	Total amount paid into the Fund from the beginning by those who, during the year, died in the service.	
				\$	cts.		\$	cts.
1871...	2,307	52	5	3,237	80	39	1,700	69
1872...	2,522	70	4	4,927	19	32	2,433	96
1873...	2,742	40	3	5,152	91	32	3,520	45
1874...	2,951	49	6	4,487	55	35	2,330	15
1875...	3,091	47	5	5,864	40	44	2,831	43
1876...	3,142	50	7	4,647	39	36	3,535	45
1877...	3,160	28	6	2,715	94	34	4,683	30
1878...	3,259	36	4	4,149	16	36	3,177	58
1879...	3,330	38	4	7,001	60	44	3,793	05
1880...	3,516	63	8	10,123	43	45	4,969	08
1881...	3,582	51	10	3,952	60	27	3,025	55
1882...	2,777	59	10	8,195	16	50	5,344	11

RETURN

(196)

To an ORDER of the HOUSE OF COMMONS, dated 24th January, 1884;—For a Statement showing, for the time elapsed since the period covered by the Order of the House of Commons of last Session, with reference to the Superannuation Fund; 1. The number of persons on the list for the year as entitled to the benefit of the Act. 2. The number of superannuated during the year under the Act. 3 The number retired during the year, on a gratuity under the Act. 4. The total amount paid into the fund from the beginning by those who were during the year superannuated, or retired on a gratuity, distinguishing between those whose superannuation was caused by the abolition of Office, those who were superannuated otherwise, and those who retired on a gratuity. 5. The number of persons on the list for the year who died in the Service, and, 6. The total amount paid into the Fund from the beginning by those who during the year died in the Service.

By Command.

J. A. CHAPLEAU,

Department of the Secretary of State,
7th February, 1884.

Secretary of State.

1.	2.	3.	4.		5.	6.	
Year ended 30th June.	Number of persons on the list entitled to the benefit of the Act.	Number superannuated during the year under the Act.	Number retired on a gratuity during the year under the Act.	Total amount paid into the Fund from the beginning by those superannuated or retired on a gratuity.	Total amount paid into the Fund from the beginning by those superannuated or retired on a gratuity caused by the abolition of office.	Number of persons on the list for the year who died in the service.	Total amount paid into the Fund from the beginning by those who during the year, died in the service.
1883...	3,781	57	20	\$ cts 13,579 22	\$ cts 109 24	49	\$ cts 5,829 40

FINANCE DEPARTMENT, 6th February, 1884.

J. M. COURTNEY,
Deputy Minister of Finance.

RETURN

(19c)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Return of the total amount paid into the Superannuation Fund, during the time of service, by each of those superannuated during the year ending 31st December, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th February, 1883.

Secretary of State.

RETURN to an Order of the Honorable the House of Commons, dated 28th January, 1884, showing the total amount paid into the Superannuation Fund, during the term of service, by each of those superannuated during the Year ending 31st December, 1883.

Name.	Department.	Amount.
		\$ cts.
F. G. Jordan.....	Finance.....	361 16
M. Austin.....	do.....	52 91
Hon. J's. Pope.....	do.....	75 00
Thos. Hector.....	Auditor-General's.....	468 89
F. Hunter.....	do.....	433 26
E. C. Barber.....	do.....	474 31
John Birss.....	Customs.....	286 99
Henry Dugdale.....	do.....	49 45
Jas. A. Green.....	do.....	534 10
Jos. Austin.....	do.....	313 70
O. F. Stevens.....	do.....	314 33
Angus McDonald.....	do.....	25 83
Wm. McIntosh.....	do.....	69 57
W. Brown.....	do.....	52 07
Robt. Bingay.....	do.....	19 93
Geo. W. Grant.....	do.....	301 37
J. W. Dunscomb.....	do.....	1,046 00
Wm. Taylor.....	do.....	30 40
S. Darling.....	do.....	76 04
H. A. Hood.....	do.....	346 58
W. S. Porter.....	do.....	138 79
Jas. Hearn.....	do.....	31 85
Jeremiah Madden.....	do.....	142 70
John Steele.....	do.....	163 38
Frederick Percy Austin.....	do.....	423 30
J. W. Harper.....	Interior.....	499 00
W. F. Whitcher.....	Public Works.....	697 33
Joseph Taylor.....	Marine and Fisheries.....	315 00
	do do.....	

RETURN to an Order of the Honorable the House of Commons, dated 28th January, 1884, showing the total amount paid into the Superannuation Fund, &c.—*Con.*

Name.	Department.	Amount.
		\$ cts.
F. X. Beford.....	Marine and Fisheries.....	315 00
E. D. Ashe.....	do do	433 33
James Haulon.....	do do	98 96
John Conley.....	do do	119 29
William Jeffs.....	do do	49 87
E. S. Johnson.....	do do	85 89
Cyrill Santiman.....	Railways and Canals.....	39 18
John McGillivray.....	do do	106 54
Thos. Sherwood.....	do do	27 77
Philobert Barrett.....	do do	51 90
Ambrose Lauzon.....	do do	52 21
Benjamin McMann.....	do do	65 26
James Madill.....	do do	67 29
James Ward.....	do do	56 07
John Howe.....	do do	69 42
Frank Weaver.....	do do	63 58
James Howe.....	do do	63 58
John Upper.....	do do	59 08
Arthur Carrol.....	do do	66 39
Horton Plumstead.....	do do	68 55
Alex. Winslow.....	do do	63 58
James Flewellan.....	do do	89 33
A. Brunel.....	Inland Revenue.....	1,048 05
John Macdonald.....	do	19 98
A. J. Russell.....	do	701 85
C. Belanger.....	do	185 36
A. Webber.....	Post Office.....	236 28
R. Kelly.....	do	253 60

STATEMENT

(20)

OF Governor General's Warrants issued since the last Session of Parliament, in accordance with 41 Vic., Cap. 7, Sec. 32, Sub-Sec. 2, on account of Fiscal Years 1882-83 and 1883-84.



[In accordance with the recommendation of the Joint Committee on Printing, the above Statement was printed only for distribution.]

RETURN

(21)

To an Order of the HOUSE OF COMMONS, dated 16th April, 1883;—For a Return of any and all moneys advanced to the Government of New Brunswick, on account of and in anticipation of the Subsidy, since January 1st, 1882, the date of the several advances, the rate of interest charged, and the amount of interest charged.

By Command,

Department of the Secretary of State,
23rd May, 1883.

J. A. CHAPLEAU,
Secretary of State.

RETURN

(21a)

To an ORDER of the HOUSE OF COMMONS, dated 13th February, 1884;—For a Statement of all sums paid by the Government of Canada, on account or in full payment of the Subsidies voted to the several Railway Companies mentioned in Chapter 25, of the Act 46th Victoria, 1883.

By Command,

Department of the Secretary of State,
21st February, 1884.

J. A. CHAPLEAU,
Secretary of State.

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

RETURN

(21b)

To AN ADDRESS of the HOUSE OF COMMONS, dated 1st February, 1884;—For copies of all Orders in Council, Reports, Correspondence and Papers respecting the grant or payment of any Subsidies to Railways, not already brought down; and Statements in detail of all such payments to date.

By Command,

Department of the Secretary of State,
3rd March, 1884.

J. A. CHAPLEAU,
Secretary of State.

GREAT AMERICAN AND EUROPEAN SHORT LINE RAILWAY COMPANY.

CERTIFIED COPY of a Report of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th May, 1883.

On a Report dated 11th May, 1883, from the Minister of Railways and Canals, submitting that under date the 16th April ult., the Great American and European Short Line Railway Company have petitioned to the following effect, namely:—

That they have in view, as an incorporated body, under Acts of the Dominion Parliament and of the Legislature of Newfoundland, the construction of an air-line extending from the termini of the Canadian systems at Montreal, through the Provinces of New Brunswick and Nova Scotia and Cape Breton (the Strait of Canso being crossed by a train ferry) and the island of Newfoundland, to a point on the eastern coast of that island, above the limit of fog and ice, thereby affording the shortest and safest transit to Europe.

The Minister observes that the Company do not propose at present to undertake the construction of the Newfoundland line, but to confine their immediate operations to the building or acquisition of an air-line between Montreal and Louisburg, Cape Breton, and that the total length of this line they represent to be about 764 miles, of which, owned and controlled by separate Companies, some 308 miles are in operation and 109 under construction; further, that favorable progress has been made in the way of negotiation for the acquisition and consolidation of these several portions by the Company.

The Minister further observes that the petition put forward by the Company contemplates the grant of aid towards the construction of railway for a distance not exceeding 295 miles, the sum asked for being distributed as follows:—

1. In the Province of Quebec, between *Marieville* and *Lennoxville*, about fifty-five miles, the sum of \$3,200 per mile—\$176,000.
2. In the Province of New Brunswick, between *Fredericton* and *Bay Verte*, about 120 miles, the sum of \$3,200 a mile—\$384,000.
3. In the Province of Nova Scotia, between *Bay Verte* and *Pugwash*, about forty miles, the sum of \$3,200 per mile—\$128,000.
4. In the island of Cape Breton, between the Strait of Canso and *Sydney* or *Louisburg*, about eighty miles, the sum of \$6,400 a mile (the increase in the cost of construction here being more than double)—\$512,000.

That the Company, in addition to the above, ask, 1st, for a postal subsidy for the carriage of mails, after the completion of its line to *Houlton*; 2nd, for free running powers over the *Intercolonial Railway* between *Salisbury* and *Painsec Junction*; and 3rd, a cash subsidy towards the construction of a line from a point either at the Strait of Canso or on its line to *Louisburg*, in the direction of *Whyocomagh* and *Cape North*, not to exceed thirty miles, the sum asked being \$6,400 a mile, or a total of \$182,000.

The Minister represents that the Company, in support of their application, submit statements showing the saving in distance and time which would be practicable through the construction of their line. The advantages, in a national point of view, which the promoters of this scheme consider to attach to its execution, are based on the grounds that all Canadian western traffic must pass through the City of Montreal, and that the rate of speed to be attained by railway transport may be assumed to be three times as fast as that by steamer.

That the following table, which the company submit, shows the distances saved :

Between	Via Shortest Present Route.	G.A. & E. S. L.	Miles Saved.
Montreal and Fredericton.....	561	373	188
“ St. Andrews.....	544	385	159
“ St. John.....	585	410	175
“ Moncton.....	666	476	190
“ Charlottetown (Cape Tormentine), P. E. I....	784	543	241
“ Pictou.....	834	581	253
“ Halifax.....	845	653	192
“ Louisburg or Sydney.....	994	764	230

Comparing the existing route to Europe *vid* the Grand Trunk Railway from Montreal to Portland, 297 miles, and the ocean passage from that port, 2,810 miles, with the route of the proposed line to St. Andrews, 385 miles, and the ocean passage thence, 2,730 miles, there would be an increase of railway transit, by the proposed line, of 80 miles, but a decrease of 80 miles in the ocean transit, which, taking into account the difference in the rate of speed, would place the advantage on the side of the proposed route, an advantage which its promoters expect to increase by their low grades and flat curves. Comparing the route *vid* the Grand Trunk Railway to Portland and thence to Liverpool with the proposed route *vid* Louisburg, Cape Breton 764 miles, and ocean transit 2,240 miles, there would be an increase of 467 miles of rail transit, but a decrease of 570 miles in the ocean transit, the proposed route not only reducing the actual distance between Montreal and Liverpool from 3,107 miles to 3,004 miles, but affording a very considerable saving in time through the difference in the two modes of travel. In comparison with the existing route from Halifax to Montreal, the Company expect to save no less than twenty-nine hours in the transit of mails and passengers by the adoption of Louisburg as the ocean terminus. Further, they represent this port to be one of the finest land-locked harbours in the Dominion, and open all the year round.

The Minister recognizing the nationally important character of the contemplated line, recommends that Parliament be asked, during the present Session, to approve of the grant of a subsidy to this Company towards the construction of that portion of their proposed road in the Island of Cape Breton—the said subsidy not to exceed \$3,200 a mile for a distance of 80 miles, or a total of \$256,000.

The Committee concur in the foregoing recommendation of the Minister of Railways and Canals, and submit the same for Your Excellency's approval.

JOHN J. MCGEE.

THE INTERNATIONAL RAILWAY COMPANY.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 19th May, 1883.

On a Report dated 14th May, 1883, from the Minister of Railways and Canals, submitting an application dated 25th April ultimo, for assistance, made by the International Railway Company, incorporated under the name of the St. Francis and Megantic International Railway Company, by the Act 33 Vic., Chap. 54, with powers to construct a line of railway from Sherbrooke in the Province of Quebec, to the boundary line separating that Province from the State of Maine, there to connect with a line to be built in Maine, intersecting the European and North America Railway, forming a continuous line to Canadian Sea Ports.

The Minister states that the Company represent themselves to have already constructed and in operation the portion of their road between Sherbrooke and Lake Megantic, about 70 miles, and to have under contract and construction 16 miles additional, from Lake Megantic to the boundary line, and that in view of the large through traffic which the shortness of the route so to be created, may be expected to produce, the Company consider it essential that the track should be laid with steel rails, and they ask in view of the National character of their line, that aid may be granted by the Government of the Dominion, towards the replacing with steel, certain iron rails now in use, and the laying of the portion of the road now under construction.

The Minister considering that the representations made by the Company as to its importance as a National road are well founded, and that it should receive such assistance, recommends that Parliament be asked to sanction the grant of a subsidy of \$3,200 a mile, for a distance of 49 miles, or a total not exceeding \$156,800, provided that the extension of this road through Maine, connect with New Brunswick, at or near Vanceborough or south of that point.

The Committee concur in the Report of the Minister of Railways and Canals, and the recommendation made therein, and submit the same for Your Excellency's approval.

JOHN J. MCGEE,

Minister Railways and Canals.

SHERBROOKE, May 25th, 1883.

SIR,—On behalf of the International Railway Company I beg to make application for the subsidy granted by the Parliament of Canada, to them, for so much of said subsidy as shall provide steel rails for forty-five miles, now ready, and being graded, to wit: Twenty-nine now laid with iron rails, and sixteen miles now under construction, leaving the four miles between Sherbrooke and Lennoxville in abeyance.

I have the honour to be, Sir, your obedient servant,

E. T. BROOKS,

Hon. Sir CHARLES TUPPER,
Minister Railways and Canals.

Vice-President International Ry. Co.

(By Telegraph from Sherbrooke to Hon. J. H. Pope.)

OTTAWA, 23rd June, 1883.

Have finished laying steel rails to Bury; ready for inspection.

D. E. McFEE.

At a meeting of the Board of Directors of the International Railway Company, held at the office of said Company in the City of Sherbrooke on the 7th day of July, 1883, at which were present, Hon. E. T. Brooks, Hon. M. H. Cochrane, and Messrs. T. S. Morey and R. W. Heneker, forming a quorum of said Board, it was moved by R. W. Heneker, seconded by T. S. Morey and

Resolved, "That this Board, acting for the International Railway Company in consideration of the subsidy of three thousand two hundred dollars (\$3,200) per mile granted them by the Government of Canada for the purpose of laying steel rails over a portion of this road, do hereby agree and bind said International Railway Company to lay steel rails over and upon the twenty-nine miles (29) east of the Village of Lennoxville, on or before the first (1st) day of August next, and the sixteen (16) miles east of Lake Megantic, on or before the first (1st) day of November next."—Carried.

E. T. BROOKS, *Vice-President*.

I hereby certify the foregoing to be a true copy of a resolution made and passed at a meeting of the Directors of International Railway Company, in the City of Sherbrooke, 7th July, 1883.

J. DAVIDSON, *Secretary and Treasurer*.

SHERBROOKE, 7th July, 1883.

SHERBROOKE, 24th July, 1883.

DEAR SIR.—I beg to enclose you Report made by Engineer to the Directors of this Railway Company, dated this day, wherein he certifies, that steel rails have been laid on twenty-nine (29) miles of this railway; that regular train service is being performed over the same daily, and that the track is in good order. He further reports that there are, at Lake Megantic, sufficient steel rails to lay sixteen (16) miles of track beyond.

Will you kindly send cheque for subsidy granted to this Railway Company and oblige.

Your obedient servant,

J. DAVIDSON, *Secretary and Treasurer*.

Hon. J. H. POPE,
Acting Minister Railways and Canals.

REPORT.

To the President and Directors International Ry., Sherbrooke.

GENTLEMEN,—I beg to report that we have now finished laying steel rails on the twenty-nine miles of our railway, between Lennoxville and two miles beyond Bury, and that regular train service is being performed over the same daily, the track being in good order.

I have also to report that we have delivered at Lake Megantic, sufficient steel rails, to lay sixteen miles of track beyond Lake Megantic.

I have the honor to be, your obedient servant,

D. S. McFEE, *Supt. and Engineer.*

SHERBROOKE, Que., 24th July, 1883.

OTTAWA, 27th July, 1883.

SIR,—The International Railway Company having made application 25th May last, for the payment of portion of the subsidy granted by Act 46 Vict., Cap. 25, and Order in Council of 19th May, 1883. It becomes necessary for the Company to enter into an agreement with the Government to construct the line under the terms of the said Act, and in accordance with a specification to be approved by the Governor in Council.

The Order in Council sets forth that this Railway is intended to extend from Sherbrooke in the Province of Quebec to the boundary line separating that Province from the State of Maine, there, to connect with a line to be built in Maine to intersect the European and North American, thus to form a continuous line to Canadian sea-ports.

The portion from Lennoxville to Lake Megantic a distance of seventy miles is constructed and in operation, and it is with the view of assisting the Company to lay twenty-nine miles of steel rails on this portion, and to complete their line from Lake Megantic to the boundary line, sixteen miles, and also from Sherbrooke to Lennoxville, four miles, that the subsidy has been granted.

By resolution of the Board of Directors passed on the 7th July last, the company undertake to complete the above-mentioned 29 miles east of the village of Lennoxville with steel rails on or before the 1st August next, and the 16 miles east of Lake Megantic by the 1st November following.

It is not intended to contract at once the 4 miles from Sherbrooke to Lennoxville. The time for completion of this part might therefore be fixed at 25th May, 1887, the utmost limit allowed by the Act 46 Vic., cap. 25.

I attach hereto a copy of the specification for the New Brunswick Railway, approved by Order in Council 28th June, 1883, which I suggest would answer for the railway. Also, the printed paper setting forth the action required under the Act granting the subsidies.

I am, Sir, your obedient servant,

THOMAS RIDOUT.

A. P. BRADLEY, Secretary Railways and Canals.

28th July, 1883.

Memorandum.—The undersigned has the honour to represent that at the last Session of Parliament authority was given for the grant of a subsidy of \$3,200 per mile, for a distance of 49 miles, not exceeding \$156,800 towards the construction of the portion of the line of the International Railway Company from Sherbrooke, in the Province of Quebec, to the International boundary.

That under the Act in question, the Governor in Council was empowered to fix the date for the completion of the work, which is to be executed in accordance with descriptions and specifications, to be approved by him and specified in an agreement to be made with the company by the Government.

The undersigned accordingly recommends that approval be given to the descriptions and specifications contained in the accompanying draft of an agreement with

the International Railway Company, and that the dates for completion therein set down, being as follows:—The 49 miles east of the Village of Lennoxville, on or before the 1st of August next; the 16 miles east of Lake Megantic, by the 1st November next; and the remaining 4 miles from Sherbrooke to Lennoxville, by the 25th May, 1887. These dates having been decided on by a resolution of the Directors of the railway, passed on the 7th inst., be approved: further that he be authorized on behalf of the Government to enter into agreement with the company upon the basis of the draft above referred to.

Respectfully submitted.

J. H. POPE, *Acting Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 31st July, 1883.

On a Report dated 28th July, 1883, from the Acting Minister of Railways and Canals, representing that at the last Session of Parliament authority was given for the grant of a subsidy of \$3,200 a mile, for a distance of 49 miles, or a total not exceeding \$156,800, towards the construction of the portion of the line of the International Railway Company from Sherbrooke, in the Province of Quebec, to the international boundary, and that under the Act in question the Governor in Council was empowered to fix the date for the completion of the work, which is to be executed in accordance with descriptions and specifications to be approved by him, and specified in an agreement to be made with the company by the Government.

The Minister accordingly recommends that approval be given to the descriptions and specifications contained in the accompanying draft of an agreement with the International Railway Company, and that the dates for completion therein set down, being as follows: The 29 miles east of the Village of Lennoxville, on or before the 1st August next; the 16 miles east of Lake Megantic, by the 1st of November next, and the remaining 4 miles from Sherbrooke to Lennoxville by the 25th of May, 1887, these dates having been decided on by a resolution of the Board of Directors of the railway, passed on the 7th July, 1883, be approved, and further, that he, the Minister, be authorized, on behalf of the Government, to enter into agreement with the Company upon the basis of the draft above referred to.

The Committee submit the foregoing for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

ARTICLES OF AGREEMENT made and entered into this Twentieth day of July, in the year of our Lord, one thousand eight hundred and eighty-three:

Between The International Railway Company of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Railways and Canals, of the second part.

Witnesseth that whereas it is in and by an Act passed in the Session of the Parliament of Canada, held in the forty-sixth year of Her Majesty's reign, chaptered twenty five, and entitled, "An Act for authorizing subsidies for the construction of the lines of railway therein mentioned," amongst other things in effect enacted that "It shall be lawful for the Governor in Council to grant to the International Railway Company for forty-nine miles of their railway from Sherbrooke, in the Province of Quebec, to the International Boundary Line, in connection with the extension of this road, through Maine, to connect at New Brunswick, at or near Vanceborough or south of that point, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole, one hundred and fifty-six thousand eight hundred dollars. The said subsidy to be granted to the company herein named, it being provided therein, that the line of railway shall be commenced within two years from the 1st of July (1883), and completed within a reasonable time, not to exceed four years from and after the passing of this Act (25th May, 1883), to be

fixed by Order in Council and according to descriptions, and to be approved by the Governor in Council * * such subsidy to be payable by instalments, on the completion of each section, of not less than ten miles of railway proportionate to the value of the portion so completed in comparison with the whole work undertaken, to be established by the Report of the said Minister of Railways and Canals. Provided always that the granting of such subsidy, shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with that, so subsidized, as the Governor in Council may determine."

And, Whereas, the International Railway Company has established, to the satisfaction of the Governor in Council, its ability to complete the said railway within a reasonable time, to be fixed by Order in Council, such time having been fixed as follows:— Twenty-nine miles of said road, east of the Village of Lennoxville, on or before the 1st day of August, A.D., 1883; the sixteen miles east of Lake Megantic on, or before, the 1st day of November next (1883); and the four miles between Lennoxville and Sherbrooke on or before the 25th day of May of the year 1887. And, Whereas, the Governor in Council has duly approved of the descriptions and specifications hereto annexed marked "A.:"

Now, this Agreement Witnesseth that, in consideration of the said subsidy, to be paid in the manner aforesaid, the International Railway Company covenants and agrees to, and with Her Majesty, Her heirs and successors, in manner following, that is to say:—

1. That the Company shall, and will, well, truly and faithfully make, build, construct and complete a line of railway from Sherbrooke, in the Province of Quebec, to the international boundary line, in connection with the extension of this road through the State of Maine, to connect with New Brunswick, at or near, Vanceborough or south of that point, the points and approximate route and course being shown on the map hereunto annexed, marked "B,"* and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works, and all engineering services, whether in the field or in preparing plans, or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the Company shall, and will, locate and construct the said line of railway on as straight a course as practicable, between Sherbrooke and the international boundary line, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of, without involving unusually or unnecessary heavy works of construction, with respect to which the Governor in Council shall decide.

4. That the Company shall, and will, furnish profiles and plans of the whole line of railway, before the work is commenced, and such profiles and plans shall be approved of by the Minister of Railways and Canals, if not already deposited and approved of by the Minister of Railways and Canals, and before any payments are made, the company shall furnish such other returns as may be required by the Minister of Railways and Canals.

5. That the said Company having commenced the works embraced in this agreement shall complete the same by the days and times following, that is to say:— Twenty-nine miles east of the Village of Lennoxville, on or before the 1st day of August, 1883; the sixteen miles east of Lake Megantic, on or before the 1st day of November, 1883, and the four miles between Lennoxville and Sherbrooke, on or before the 25th day of May of the year 1887; time being declared to be material and of the essence of this contract, and in default of such completion as aforesaid on or before the last mentioned date, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any monies whatever, which may be, at the time of the failure of the completion as aforesaid, due and owing to the Company.

*Not printed.

6. That the Company will, upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep and maintain the same, and the rolling stock required therefor, in good, sufficient, working and running order, and shall continuously and faithfully operate the same.

7. That the Company will build, construct and complete the said line of railway and works appertaining thereto, in all respect in accordance with the specifications hereto annexed marked "A" and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall, upon completion of said line of railway and works appertaining thereto, be the property of the Company.

In witness whereof the International Railway Company have caused their corporate seal to be affixed hereto, and these presents to be signed and the Acting Minister of Railways and Canals hath hereunto affixed and set his hand and the seal of the Department of Railways and Canals, and the Secretary of the said Department hath also countersigned the same.

Signed by the Vice-President of the said Company, the corporate seal of the Company having been hereto affixed in presence of

E. J. BROOKS,
Vice-President.

[L.S.] A. F. SIMPSON,
F. W. W. BOWEN.

Signed and sealed by the Acting Minister and by the Secretary of the Department of Railways and Canals, in presence of

J. H. POPE,
Acting Min. of Rys. and Canals.

H. A. FISSIAULT,
L. H. FILTEAU.

A. P. BRADLEY, [L.S]
Secretary.

A.—SPECIFICATIONS AND DESCRIPTIONS.

1. The railroad shall be a single-track line, with guage four feet eight and one-half inches, with necessary sidings.
2. The alignments, gradients and curvature shall be the best the physical features of the country will admit of—the maximum grade of the trunk line not to exceed eight feet to the mile, and the minimum curvature not to be of less radius than 955 feet.
3. In all wooded sections the land must be cleared to the width of fifty feet on each side of centre of line; all brush and logs must be completely burnt up, and none thrown upon the adjacent lands.
4. All stumps must be grubbed out within the limits of cuttings under three feet in width, or embankments less than two feet in depth.
5. All stumps must be close cut where embankments are less than four-feet and more than two feet in height.
6. Through settlements the railway must be enclosed with substantially built legal fences.
7. Road crossings, with cattle guards and sign board, shall be provided wherever required.
8. The width of cuttings at formation shall be twenty feet, embankments sixteen feet.
9. Efficient drainage must be provided either by open ditches or open dra in.

10. All bridges, culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of bridges and culverts under embankments must be of massive stone masonry or iron made of durable and suitable materials, thoroughly permanent in character and in every essential particular equal to the best description of like work employed in similar railway work in the Dominion.

11. The rails shall be of steel, weight fifty-six pounds per lineal yard, of approved section and with the most approved fish or scabbard joints.

12. The roadway must be well ballasted with clear gravel or other suitable material.

13. Sufficient siding accommodation shall be provided by the Company as may be necessary to meet the requirements of the traffic.

14. Sufficient rolling stock necessary to accommodate the business of the line shall be provided by the Company, with stations and terminal accommodation, including engine-sheds, turn-tables, shops, machinery, &c.

Signed by the Vice-President of the said Company, the corporate Seal of the Company } E. F. BROOKS, *Vice-President*.
having been hereto fixed in presence of,

F. W. W. BOWES,
A. F. SIMPSON.

Signed by the Acting Minister and Secretary } J. H. POPE,
of Railways and Canals in Presence of, } *Acting Minister Railways and Canals*.
H. A. FISSIAULT, } A. P. BRADLEY, *Secretary*.
L. H. FILTEAU. }

OTTAWA, 1st August, 1883.

Sir,—I have the honor to report that, in accordance with instructions, I have examined the portion of the International Railway for a distance of 29 miles, east of the Village of Lennoxville, and find that it has been relaid with steel rails of 56 lbs. per yard throughout, thus forming a line of continuous steel rails from Lennoxville to Lake Megantic, a distance of 66 miles.

The road bed structures and permanent way on the above section of 29 miles are in good and safe condition, and conform to the requirements of the agreement dated 20th July, 1883, sanctioned by Order in Council, dated 31st July, 1883, under the authority of the Act 46 Vic., cap. 25.

I have the honor to be, Sir, your obdt. servt.,

THOMAS RIDOUT.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

2nd August, 1883.

The undersigned has the honor to represent that by an Order in Council, dated the 31st July, approval has been given to the conditions of an agreement between the Government and the International Railway Company, under which the subsidy of \$3,200 per mile, authorized by Parliament last Session, to be granted in aid of the construction of a portion of their line, 49 miles in length, between Sherbrooke and the boundary, is payable upon the completion of their line by certain dates and in accordance with requirements specified in the said agreement.

That under date of the 1st inst., the Inspecting Engineer of this Department reports that he has examined the portion of the line for a distance of 29 miles, east of the Village of Lennoxville, the completion of which by the 1st inst. is one of the provisions of the contract with the Government, and that he finds the track to have been relaid with steel rails of 56 lbs. per yard throughout; that the road structures and permanent way on the said section of 29 miles are in good and safe condition, and they are in conformity with the requirements of the agreement.

The undersigned upon such report recommends that authority be given for the payment to the company of their subsidy for the 29 miles in question, at the rate of \$3,200 a mile, or a total of \$92,800.

Respectfully submitted,

J. H. POPE, *Acting Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 4th August, 1883.

On a Memorandum dated 2nd August, 1883, from the Acting Minister of Railways and Canals, representing that by an Order in Council, dated 31st July, 1883, approval has been given to the conditions of an agreement between the Government and the International Railway Company, under which the subsidy of \$3,200 per mile, authorized by Parliament last Session to be granted in aid of the construction of a portion of their line, 49 miles in length, between Sherbrooke and the boundary, is payable upon the completion of this line by certain dates and in accordance with requirements specified in the said agreement.

The Minister represents that under date the 1st August inst., the Inspecting Engineer of his Department reports that he has examined the portion of the line for a distance of 29 miles east of the Village of Lennoxville, the completion of which by the 1st inst, is one of the provisions of the contract with the Government, and that he finds the track to have been relaid with steel rails of 56 lbs. per yard throughout. That the road bed structures and permanent way on the said section of 29 miles are in good and safe condition, and that they are in conformity with the requirements of the agreement.

The Minister, upon such report, recommends that authority be given for the payment to the Company of their subsidy for the 29 miles in question, at the rate of \$3,200 a mile or a total of ninety-two thousand eight hundred dollars (\$92,800.)

The Committee advise that authority be granted as recommended.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 16th Aug., 1883.

SIR,—I transmit herewith copy of an Order in Council, dated the 4th inst., authorizing the payment to the International Railway Company, under the provisions of the Act 46 Vic., cap. 25, of a subsidy of \$3,200 per mile, for a distance of 29 miles east of the Village of Lennoxville. I also forward copy of the agreement mentioned in said Order in Council, and Mr. Thomas Ridout's report, dated the 1st inst., on his examination of the line.

I am to request that you will be good enough to inform the Minister if there is any reason why the subsidy in question should not be paid.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

G. W. BURBIDGE, Deputy Minister Justice.

I have examined the papers sent herewith, and see no reason why the subsidy in question should not be paid.

GEO. W. BURBIDGE.

INTERNATIONAL RAILWAY COMPANY, SECRETARY'S OFFICE,
SHERBROOKE, 31st Oct., 1883.

DEAR SIR,—I beg to inform you that the portion of the line of the International Railway, between Lake Megantic and the boundary line, is completed, and shall be glad if you will kindly send on an engineer to inspect the same at as early a date as possible.

I remain, your obedient servant,

J. DAVIDSON, *Secretary-Treasurer.*

Hon. J. H. POPE, Acting Minister Railways, Ottawa.

INTERNATIONAL RAILWAY COMPANY, SUPERINTENDENT'S OFFICE.

SHERBROOKE P. O., 24th Oct., 1883.

SIR,—I have the honor to report that our line of railway is now completed to the international boundary of Maine. Will you kindly send an engineer to inspect the same.

I have the honour to be, Sir, your obedient servant,

D. G. McFEE, *Superintendent.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

OTTAWA, 17th December, 1883.

SIR,—In obedience to your instructions, I inspected, on the 13th instant, the section of the International Railway from a point near Lake Megantic eastwards to the boundary line, between the Province of Quebec and the State of Maine, a distance of sixteen miles.

And now beg to report that this portion of railway has been completed in accordance with the specification approved of by the Governor in Council, 31st July, 1883, and embodied in the agreement made by the Company with the Government.

I am, Sir, your obedient servant,

THOMAS RIDOUT.

C. SCHREIBER, Chief Engineer Government Railways.

Memorandum.

20th December, 1883.

The undersigned has the honor to represent that the International Railway Company, subsidized by authority of the Act 46 Vict., ch. 25, to the extent of \$3,200 a mile for a distance of forty-nine miles, in aid of the construction of their road from Sherbrooke to the boundary line, in sections, and by dates approved by an Order in Council of the 31st of July, 1883, have now completed, in second section, that namely, extending from a point near Lake Megantic to the boundary, a distance of sixteen miles.

That such section has been duly inspected and found to be completed in accordance with the specifications approved by the said Order, and embodied in an agreement made with the Company thereunder.

On the advice of the Chief Engineer the undersigned recommends that authority be now given for the payment of the subsidy contemplated by the Act, for the distance of sixteen miles now completed, being at the rate of \$3,200 a mile or a total of \$51,200, making, with the sum of \$92,800 already paid for the first twenty-nine miles, a total of \$144,000.

Respectfully submitted,

CHARLES TUPPER, *Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st December, 1883.

On a Memorandum dated 20th December, 1883, from the Minister of Railways and Canals, submitting that the International Railway Company, subsidized by authority of the Act 46 Vic., chap. 25, to the extent of \$3,200 a mile for a distance of 49 miles, in aid of the construction of their road from Sherbrooke to the boundary line, in sections and by dates approved by an Order in Council of the 31st of July, 1883, have now completed the second section, that, namely, extending from a point near Lake Megantic to the boundary, a distance of 16 miles.

The Minister represents that such section has been duly inspected and found to be completed in accordance with the specifications approved by the said Order and embodied in an agreement made with the Company thereunder.

The Minister, on the advice of the Chief Engineer, recommends that authority be now given for the payment of the subsidy contemplated by the Act, for the distance of 16 miles now completed, being at the rate of \$3,200 a mile, or a total of \$51,200 and making, with the sum of \$92,800 already paid for the first 29 miles, a total payment of \$144,000.

The Committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE, *C.P.C.*

Hon. Minister Railways and Canal.

QUEBEC AND LAKE ST. JOHN RAILWAY.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th June, 1883.

On a Report dated 17th May, 1883, from the Minister of Railways and Canals, submitting that by an Act passed last Session, 45 Vic., chap. 14, authority was given for the grant of a subsidy towards the construction of a line of railway from St. Raymond to Lake St. John, in the Province of Quebec, such subsidy not to exceed \$3,200 a mile, nor, in the whole, \$384,000.

The Minister represents that under an Order in Council, dated the 23rd March last, authority has been given for entering into contract with the Quebec and Lake St. John Railway Company, with a view to its subsidy under the said Act; no contract has, however, yet been signed.

The Minister further represents that under date the 25th April, ult., the Quebec and Lake St. John Railway Company have made representations to the effect that while the aforesaid Act duly provided for the terminal points of the subsidized line, the estimate, as formed upon the distance which their proposed road would traverse, is erroneous and the amount insufficient, such distance being, they state, 145 miles in place of 120 miles, the distance contemplated in the Act. They ask accordingly that such additional subsidy may be granted as will cover the difference.

The Minister, recognizing the intention of the Act to have been the grant of a subsidy over the whole distance, recommends that the approval of Parliament be sought to the grant of a further subsidy to this Company over and above that provided for by the Act 45 Vic., chap. 14, such further subsidy to be \$3,200 a mile for an additional distance of 25 miles, not exceeding the sum of eighty thousand dollars (\$80,000).

The Committee submit the foregoing for Your Excellency's approval.

JOHN J. MCGEE.

OTTAWA, 13th August, 1883.

Memorandum.—The undersigned has the honor to represent that under date the 23rd of March last, an Order in Council was passed giving authority to the Minister of Railways and Canals, in the event of a certain Bill then before the Legislature of the Province of Quebec becoming law, which Bill contemplated the amendment and consolidation of various Acts respecting the Quebec and Lake St. John Railway Company, to enter into an agreement with that Company in respect of the construction of that portion of their line between St. Raymond and Lake St. John, and the grant of the subsidy therefor sanctioned by the Act of the Dominion Government passed the previous Session.

That, with one or two minor changes, the Bill in question did become law as the Provincial Act 46 Vic., chap. 88; and the undersigned now recommends that approval be given to the descriptions and specifications annexed to the accompanying draft of an agreement which it is proposed to make with the said Company, and to the dates, for completion proposed, as follows, namely, for completion to a point near the southern extremity of the Island of Lake Edward by the 31st of December, 1885,

and for completion to Lake St. John by the 25th of May, 1887, being the extreme limit allowed by the Dominion Act 46 Vic., chap. 25; further that he be authorized on behalf of the Government, to enter into agreement with the Company for the execution of the work and the payment of the subsidies severally approved by the Acts 45 Vic., chap. 14, and 46 Vic., chap. 25, in accordance with the aforesaid accompanying draft form.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 18th August, 1883.

On a Memorandum, dated 13th August, 1883, from the Acting Minister of Railways and Canals, representing that, under date the 23rd of March last, an Order in Council was passed giving authority to the Minister of Railways and Canals, in the event of a certain Bill then before the Legislature of the Province of Quebec becoming law, which Bill contemplated the amendment and consolidation of various Acts respecting the Quebec and Lake St. John Railway Company, to enter into an agreement with that Company in respect of the construction of that portion of their line between St. Raymond and Lake St. John, and the grant of the subsidy therefor sanctioned by the Act of the Dominion Government passed the previous Session, and that, with one or two minor changes, the Bill in question did become law as the Provincial Act, 46 Vic., chap. 88.

The Minister now recommends that approval be given to the descriptions and specifications annexed with the accompanying draft of an agreement which it is proposed to make with the said Company, and to the dates for completion proposed as follows, namely, for completion to a point near the southern extremity of the Island of Lake Edward by the 31st December, 1885, and for completion to Lake St. John by the 25th May, 1877, being the extreme limit allowed by the Dominion Act, 46 Vic., chap. 25, and furthermore, that he be authorized on behalf of the Government to enter into agreement with the Company for the execution of the work and the payment of the subsidy severally approved by the Acts 45 Vic., chap. 14, and 46 Vic., chap. 25, in accordance with the aforesaid accompanying draft form.

The Committee concur in the foregoing recommendations, and submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

A.—QUEBEC AND LAKE ST. JOHN RAILWAY SPECIFICATION AND DESCRIPTION.

1. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.

2. The alignments, and gradient, and curvature, shall be the best the physical features of the country will admit of; the maximum grade of the trunk line not to exceed 106 feet to the mile, with two exceptions, at about the twelfth mile from St. Raymond, and near Lake St. John, where gradients of 118 feet per mile may be used, and the minimum curvature not to be of less radius than 717 feet, with the exception of two short curves of 600 feet radius, at about the eighty-sixth mile.

3. In all wooded sections the land must be cleared to the width of not less thirty-three feet on each side of the centre of line. All brush and logs must be completely burnt and none thrown on adjacent land.

4. All stumps must be grubbed out within the limits of cuttings under three feet in depth on embankments less than two feet in depth.

5. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6. Through settlements the railway must be enclosed with substantially built legal fences.

7. Road crossings, with cattle guards and sign boards, shall be provided wherever required.

8. The width of cuttings, at formation, shall be twenty feet; embankments fifteen feet.

9. Efficient drainage must be provided either by open ditches or under drains.

10. All bridges, culverts, and other structures, must be of ample size and strength for the purpose intended. Piers and abutments of large bridges and culverts must be of massive stone, masonry or iron, made of durable and suitable materials, thoroughly permanent in character, and in every essential particular equal to the best description of like work employed in similar railway work in the Dominion.

11. The rails shall be of steel, weight, fifty-six pounds per lineal yard, of approved section, and with the most approved fish or scabbard joints.

12. The roadway must be well ballasted with either gravel or other suitable material.

13. Sufficient siding accommodation shall be provided by the Company as may be necessary to meet the requirements of the traffic.

14. Sufficient rolling stock necessary to accommodate the business of the line shall be provided by the Company, with stations and terminal accommodations, including engine-sheds, turn-tables, shops, machinery, &c., &c.

J. G. SCOTT, *Secretary.*

QUEBEC, 30th April, 1883.

ARTICLES OF AGREEMENT made and entered into this fourth day of September, in the year of Our Lord One Thousand Eight Hundred and Eighty-three, between "The Quebec and Lake St. John Railway Company," of the first part, and Her Majesty Queen Victoria, represented herein by the Acting Minister of Railways and Canals, of the second part.

Witnesseth that whereas it is in and by an Act passed in the Session of the Parliament of Canada, held in the forty-fifth year of Her Majesty's reign, chaptered fourteen, and entitled: "An Act to provide for the granting of subsidies for the construction of certain lines of Railway therein mentioned," amongst other things in effect enacted that it shall be lawful for the Governor in Council to grant for the construction of a railway "from St. Raymond to Lake St. John, both in the Province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole three hundred and eighty-four thousand dollars. The said subsidy to be granted to such Company as shall be approved of by the Governor in Council as having established to his satisfaction its ability to complete the said railway within a reasonable time to be fixed by Order in Council, and according to descriptions and specifications to be approved by the Governor in Council, such subsidy to be payable by instalments on the completion of each ten miles of railway proportionate to the value of the portion so completed in comparison with the work undertaken, such proportion to be established by the report of the said Minister of Railways and Canals; provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting therewith as the Governor in Council may determine."

And Whereas The Quebec and Lake St. John Railway Company has been duly approved by the Governor in Council, and has established to his satisfaction its ability to complete the said railway within a reasonable time to be fixed by Order in Council.

And Whereas the Governor in Council has duly approved of the descriptions and specifications hereto annexed marked "A."

And Whereas by an Act passed in the Session of the Parliament of Canada, held in the forty-sixth year of Her Majesty's reign and entitled: "An Act for authorizing subsidies for the construction of the lines of Railway therein mentioned," it is amongst

other things in effect enacted that it shall be lawful for the Governor in Council to grant to the Quebec and Lake St. John Railway Company, for twenty-five miles of their railway, from St. Raymond to Lake St. John, in the Province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole eighty thousand dollars, in addition to the subsidy granted by the Act forty-fifth Victoria, chapter fourteen (hereinbefore referred to) the said railway to be commenced within two years from the first of July next, and completed within a reasonable time not to exceed four years from and after the passing of this Act, to be fixed by Order in Council and according to the descriptions and specifications, to be approved by the Governor in Council on the report of the Minister of Railways and Canals and specified in an agreement to be made by the Company with the Government, the said subsidy to be payable out of the Consolidated Revenue Fund of Canada, by instalments, on the completion of each section of not less than ten miles of railway proportionate to the value of the portion so completed in comparison with the whole work undertaken, to be established by the report of the said Minister. Provided always, that the granting of such subsidies shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the line of railway so subsidized as aforesaid, as the Governor in Council may determine.

Now, this Agreement Witnesseth that, in consideration of the said subsidies, to be paid in the manner aforesaid, The Quebec and Lake St. John Railway Company covenants and agrees to, and with Her Majesty, Her Heirs and Successors, in manner following, that is to say:—

1. That the Company shall, and will, well, truly and faithfully make, build, construct and complete a line of railway from St. Raymond to Lake St. John, the points and approximate route and course being shown on the map hereunto annexed, marked "B," and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works and all the engineering services, whether in the field or in preparing plans, or doing other office work, to the entire satisfaction of the Governor in Council.

2. That the Company shall, and will, locate and construct the said line of railway on as straight a course as practicable, between St. Raymond and Lake St. John, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of, in conformity with the aforesaid specifications hereto annexed marked "A."

4. That the Company shall, and will, furnish profiles, plans and bills of quantities of the whole line of railway, in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved of by the Governor in Council, and before any payments are made, the Company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the work executed with that remaining to be done.

5. That the said Company shall commence the works embraced in this agreement within three months from the date hereof, and shall complete the same, to wit: from some point on their existing line to a point near the southern extremity of the Island of Lake Edward, by the thirty-first day of December, A.D., eighteen hundred and eighty-five, and thence to a point near Lake St. John by the twenty-fifth day of May, A.D., eighteen hundred and eighty-seven, time being declared to be material and of the essence of this contract.

6. That the Company will, upon and after, the completion of the said line of railway and works appertaining thereto, truly and faithfully keep and maintain the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the Company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A," and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character shall, upon completion of the said line of railway and works appertaining thereto, be the property of the Company.

10. And it is hereby specially agreed and understood that the debt due to Her Majesty's Customs Department by the Quebec and Lake St. John Railway Company, shall be repaid to Her said Majesty out of the amount of the subsidy herein mentioned.

In witness whereof the Quebec and Lake St. John Railway Company have caused their corporate seal to be affixed hereto, and these presents to be signed by the President of the said Company, and the Acting Minister of Railways and Canals hath hereunto set his hand and caused the seal of the Department of Railways and Canals to be hereto affixed, and these presents to be countersigned by the Secretary of the said Department.

Signed by the President of the said Company,
the corporate seal of the Company having
been hereunto affixed in the presence of

T. LE DROIT, *President.*

J. G. SCOTT, *Secretary.*

Signed and sealed by the Acting Minister and
the Secretary of the Department of Railways
and Canals, in the presence of

J. H. POPE,
Acting Minister Railways and Canals.

H. A. FISSIAULT.

OTTAWA, 8th October, 1883.

SIR,—I beg to state that in obedience to instructions of 7th ult., I inspected on the 3rd inst., the first ten-miles section, north of St. Raymond, of the Quebec and Lake St. John Railway.

And now have the honor to report that this Section appears to be well located, and the curvature and gradients do not exceed the limits allowed by the specification approved by Order in Council of 18th August, 1883.

Grading.

The embankments are 15 feet in width at formation level, and have been brought up to grade, with some few exceptions at points where temporary trestles are now being filled in. The cuttings are of good width, being generally 24 feet, thus affording ample space for drainage and snow.

Culverts.

There is one cement masonry culvert, and one 3 feet iron pipe laid in concrete with masonry ends, under large embankments. The other culverts are of timber, through light embankments, which will eventually be repaired by masonry.

Bridges.

The bridge over the Ste. Anne River, near St. Raymond, consists of one through span 225 feet clear, superstructure of steel and iron, constructed by the Toronto

Bridge Company, in accordance with the plans and specifications approved by Mr. Light, the Quebec Government Engineer, and calculated for the heaviest consolidation engines. The abutments are of granite masonry in Portland cement, and are very well and substantially built.

The other bridges are small, and of timber trestle: (1) At $6\frac{1}{2}$ miles from St. Raymond, over the Rondeau River—two spans of 18 feet on piles, which is to be replaced by steel girders of 25 feet on masonry abutments; (2.) At $8\frac{1}{2}$ miles—over Jacob River, timber trestle same as No. 1, but on sills; (3.) At $9\frac{1}{2}$ miles over Bear River, timber trestle same as No. 1.

These structures are of ample strength and well built.

Permanent Way.

The track is laid throughout this ten-miles section with 56 lbs. steel rails, manufactured by the Rhymney Steel Works, under the inspection of the C. P. Stanberg, the joints being connected with flanged fish plates. The ties are of good quality, principally of tamarac, and laid at 2 feet between centres.

The ballasting is being proceeded with, and it is expected to have one lift over the whole section completed in about a month from this date.

Fencing.

The section is fenced with wire, attached to cedar posts.

The works so far as completed are fully up to the standard required by the agreement between the Government and the Company.

It is the intention of the Company to finish this section in a manner similar to that of their line from Quebec to St. Raymond, a distance of 35 miles, which is now in very good condition, being well ballasted, and track in excellent alignment.

I am informed by Mr. Scott, the Secretary and Manager, that the rolling stock of the Company consists of—4 locomotives, 4 passenger cars, 1 baggage and mail car, 1 van, 3 box cars, 1 cattle car, 55 platform cars, 1 snow plough.

With regard to the proportionate cost or value of this section in comparison with the whole work, I am to give a positive opinion, as the final location plans, profiles, and bills of quantities have not as yet been received. The Company, however, on the 4th May last in transmitting the plan and profile of the preliminary survey from St. Raymond to Lake St. John, made in the year 1880, also enclosed a certificate from Mr. Cadman, their Chief Engineer, to the effect that the section of ten miles of railway north of St. Raymond is a fair average of the whole line from St. Raymond to Lake St. John. This I have no reason to doubt, as the bridge over the Ste. Anne river, included in this section, is a very large and expensive structure, costing, I am informed, about \$35,000.

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

THOMAS RIDOUT.

A. P. BRADLEY, Secretary Railways and Canals.

QUEBEC AND LAKE ST. JOHN RAILWAY, QUEBEC, 22nd October, 1883.

SIR,—I beg to send by express to-day, to your address, a copy of the plan and profile of the final location of thirty miles of this railway beyond St. Raymond.

Will you please have the same approved by His Excellency in Council, as required by clause 4 of the agreement between the Government and the Company.

I am, Sir, your obedient servant,

J. G. SCOTT, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 5th November, 1883.

SIR,—I have examined the plan and profile of the located line of that portion of Quebec and Lake St. John Railway extending from the Village of St. Raymond

northward, for a distance of thirty miles, transmitted by the Company on 22nd ult. for approval of the Governor in Council, and now beg to report thereon.

Gradients—The maximum gradient allowed by the specification is 106 feet per mile generally, and 118 feet per mile at the 12th mile from St. Raymond; and at a point near Lake St. John the gradients shown on profile submitted are in accordance with the above, except that steeper gradient allowed at the 12th mile is transferred to the 6½th mile.

Curvature.—The alignment conforms to the requirements of the specification, with the exception of four curves, of 574 feet radius= 10° , occurring at the 17½, 19, 20½ and 20½ miles from St. Raymond, having an aggregate length of 1898 feet; whereas the minimum radius allowed by the specification is 717 feet= 8° , excepting two short curves of 600 feet radius at the 86th mile. Mr. Cadman, the Chief Engineer of the Company, states that in making the final location of this portion he found it necessary, in order to avoid very heavy rock cutting, to introduce at these points curves of 574 feet radius. Now, as this location was made in 1881, two years previous to the date of the agreement, 4th Sept., 1883, between the Company and the Government, in which agreement the minimum radius of curvature was clearly defined, I would suggest that an effort be made to bring these curves into conformity with the specification, and that the Company should submit the cross sections of the grounds at these points, so that a proper decision may be arrived at as to the feasibility or otherwise of increasing the radii of these curves to the agreement standard.

As the first ten miles north of St. Raymond are in conformity with the specification as to gradients and curvature, I beg to recommend that the plan and profile of the located line of Section No. 1, the first ten miles, be approved.

I am, Sir, your obedient servant,

THOMAS RIDOUT.

OTTAWA, 12th November, 1883.

Memorandum.—The undersigned has the honor to represent that under date the 4th of September last, the Quebec and Lake St. John Railway Company entered into an agreement previously sanctioned by Order in Council dated the 18th of August, 1883, such agreement having in view the subsidizing of the Company in aid of the construction of their road between St. Raymond and Lake St. John, as authorized by the Act 46 Vic., chap. 25, and 45 Vic., chap. 14.

That the Company have submitted plans and profiles of their road for approval by the Governor in Council, as to which the Inspecting Engineer has reported under date the 5th inst. to the effect that while at certain points indicated the curvature is less than the minimum radius allowed by the specification and should be brought into conformity therewith, the line for the first ten miles north of St. Raymond is in conformity with the conditions of the specifications, both as to gradients and curvature, and the Chief Engineer has accordingly advised that the plan and profile of the located line for this distance, Section No. 1, be approved.

The undersigned recommends that approval be given to the said plan and profile as submitted by the Company on the 22nd ult., in respect of the first ten-miles section.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 13th day of November, 1883.

On a Memorandum dated 12th November, 1883, from the Acting Minister of Railways and Canals, submitting that under date the 4th of September last, the Quebec and Lake St. John Railway Company entered into an agreement, authority for which was given by Order in Council dated the 11th of August, 1883, having in view the subsidizing of the Company in aid of the construction of their road between

St. Raymond and Lake St. John, as authorized by the Acts 46 Vic., chap. 25 and 45 Vic., chap. 14.

The Minister represents that the Company have submitted plans and profiles of their road for approval by the Governor in Council as to which the Inspecting Engineer has reported under date the 5th inst., to the effect that while at certain points indicated the curvature is less than the minimum radius allowed by the specification, and should be brought into conformity therewith, the line for the first ten miles north of St. Raymond is in conformity with the conditions of the specification, both as to gradients and curvature. The Chief Engineer has accordingly advised that the plan and profile of the located line for this distance, Section No. 1, be approved.

The Minister recommends that approval be given to the said plan and profile, as submitted by the Company on the 22nd ult., in respect of the first ten miles section.

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

JOHN J. MCGEE, *C.P.C.*

Memorandum.

OTTAWA, 12th November, 1883.

The undersigned has the honor to represent that by an agreement made with the Quebec and Lake St. John Railway Company, under date the 4th of September last, previously sanctioned by an Order in Council of the 18th of August, provision has been made for the payment of a subsidy of \$3,200 a mile, towards the construction of their line between St. Raymond and Lake St. John, authorized by the Acts 46. Vic., chap. 25, and 45 Vic., chap. 14.

That under a clause of the said agreement, payment is to be made by instalments, on the completion of each section of not less than ten miles of railway, proportionate to the value of the portion completed in comparison with the value of the whole work undertaken, and established by the report of the Minister of Railways and Canals.

That upon application from the Company an inspection has been made of the first ten miles of the said subsidized line by the proper officer of this Department, when report dated the 8th ult. shows the work to have been satisfactorily executed and to be fully up to the standard required by the agreement between the Company and the Government.

That the Inspecting Engineer was not at that date in possession of the information necessary to estimate the proportionate value of this section; the Company, however, have now, under date the 5th inst., furnished such information, and on the 10th inst., the Engineer has reported that the data supplied as to the quantities on this section and as to those on the whole line between St. Raymond and Lake St. John are sufficient to justify him in considering the work on the first ten-miles section to be a fair average of the whole work undertaken, and the Chief Engineer thereupon has advised payment of the subsidy of \$3,200 a mile on this section.

The undersigned accordingly recommends that authority be given for payment of the subsidy of \$3,200 a mile for this distance of ten miles, or a total of \$32,000.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 15th November, 1883.

On a Memorandum dated 12th November, 1883, from the Acting Minister of Railways and Canals, submitting that by an agreement made with the Quebec and Lake St. John Railway Company, under date 4th of September last, previously sanctioned by an Order in Council of the 18th August, provision has been made for the payment of a subsidy of \$3,200 a mile towards the construction of their line between St. Raymond and Lake St. John, authorized by the Acts 46 Vic., chap. 25, and 45 Vic., chap. 14, and that under a clause of the said agreement, payment is to be made by instalments, on the completion of each section of not less than ten miles of railway,

proportionate to the value of the portion so completed in comparison with the value of the whole work undertaken, to be established by the report of the Minister of Railways and Canals.

The Minister represents that upon application from the Company, an inspection has been made of the first ten miles of the said subsidized line by the proper officer of his Department, whose report, dated the 8th ult., shows the work to have been satisfactorily executed and to be fully up to the standard required by the agreement between the Company and the Government.

That the Inspecting Engineer was not at that date in possession of the information necessary to estimate the proportionate value of this section.

The Company, however, have now, under date the 5th inst., furnished such information, and on the 10th inst the Engineer has reported that the data supplied as to the quantities on this section, and as to those on the whole line between St. Raymond and Lake St. John, are sufficient to justify him in considering the work on the first ten-miles section to be a fair average of the whole work undertaken. The Chief Engineer has thereupon advised payment of the subsidy of \$3,200 a mile on this section.

The Minister accordingly recommends that authority be given for payment of the subsidy of \$3,200 a mile for this distance of ten miles, or a total of \$32,000.

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

JOHN J. MCGEE.

Hon. Minister of Railways and Canals.

NAPANEE, TAMWORTH AND QUEBEC RAILWAY COMPANY.

To the Right Honourable Sir John A. Macdonald, K.C.B., Premier of the Dominion of Canada :—

The petition of the undersigned, a few of the inhabitants of the Electoral Division of Lennox, your County humbly, showeth :

That the 'Napanee, Tamworth and Quebec Railway Company have purchased the right of way, and graded their railway from the Town of Napanee to the Village of Tamworth, and desire to extend the same to connect with the Ontario and Quebec, Toronto and Ottawa, and Canadian Pacific Railway.

The municipalities of Napanee, Newburgh, Camden and Sheffield have granted bonuses to the extent of \$87,500 to assist said Company to build said road.

The road runs through a good agricultural and manufacturing country to Tamworth, and from Tamworth northward through a country rich in mineral deposits. Along the whole line of said road water powers of unexceptional magnitude abound, which are as yet unutilized on account of no railway facilities to assist them.

Said Company have as yet received no aid from any Government, and cannot proceed with their work until some assistance is given them, and unless such assistance is given a large amount of money will be lost to the county, and the country through which said road runs, and is to run, will lie dormant, while other parts of Canada, which have such facilities, must and will progress.

Your petitioners believe that said road is much needed for the development of our country, and will be the means of adding wealth to the State. Your petitioners therefore humbly pray that you will cause to be put in the Supplementary Estimates this Session, a sum sufficient to enable said Company to complete said road from the town of Napanee to connect with the Ontario and Quebec Railway, and as in duty bound, will ever pray.

Signed by **ARIAL P. WOOD**, *Warden*,
CHARLES JAMES, *Mayor of Napanee*.
and thirty-nine others.

NAPANEE, 4th May, 1883.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 28th May, 1883.

On a Report dated 11th May, 1883, from the Minister of Railways and Canals, submitting an application from the Napanee, Tamworth and Quebec Railway Company for Dominion aid towards the construction of their line, such line running as proposed, from Napanee, on the Tamworth River, Bay of Quinté, Ontario, north to the River Ottawa, at Point Alexander.

The Minister observes that from examination made and reports submitted by Mr. Walter Shanly, C.E., and an officer of the Department of Railways and Canals, it appears that the line has been well located, passing through a country rich in agricultural and mineral resources, especially iron, and abounding in water power rendering it well adapted for manufactures, of which a considerable number are already in existence. That in its course northward it intersects with the lines of the Ontario and Quebec and the Toronto and Ottawa Railways, connecting also with the Grand Trunk at its starting, and prospectively with the Canadian Pacific and the Province of Quebec at its terminal points, placing these lines in direct communication with the navigation of Lake Ontario, and thereby occupying a position which entitles it to consideration at the hands of the Dominion.

The Minister further observes that it appears from the reports cited, the total distance between Napanee and the points of junction with the Ontario and Quebec, and Toronto and Ottawa roads, which form the immediate object of the Company's work, is 50 miles, and that of this distance about 28 miles are now graded.

The Minister, considering that this line is by virtue of its present connections and objects a work deserving of Dominion aid, recommends that the authority of Parliament be sought during the present Session for the grant of a subsidy to this Company to the extent of \$3,200 a mile, for a distance not exceeding 28 miles, or the sum of \$89,600.

The Committee concur in the foregoing recommendation, and submit the same for Your Excellency's approval.

JOHN J. MCGEE, *C.P.O.*

NAPANEE, TAMWORTH AND QUEBEC RAILWAY Co.

NAPANEE, Ont., 31st May, 1883.

DEAR SIR,—We desire to proceed with our work at once, will you kindly inform us of the nature of the descriptions, specifications, and work to be done, so as to enable us to obtain from your Government the grant made at the last Session to our railway.

I am, yours very truly,

W. S. WILLIAMS, *Sec. N. T. & Q. R. R. Co.*

HON. SIR CHARLES TUPPER, Minister of Railways.

A.—NAPANEE, TAMWORTH AND QUEBEC RAILWAY SPECIFICATIONS AND DESCRIPTIONS.

1. The railway shall be a single track line, with guage 4 feet 8½ inches, with necessary sidings.
2. The alignment and gradients and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed 92 feet to the mile, and the minimum curvature not to be of less radius than 955 feet.
3. In all wooded sections the land must be cleared to the width of not less than 50 feet on each side of the central line; all brush and logs must be completely burnt and none thrown on the adjacent land.
4. All stumps must be grubbed out within the limits of cuttings under 3 feet in depth or embankments less than 2 feet in depth.
5. All stumps must be close cut where embankments are less than 4 feet and more than 2 feet in height.

6. Through settlements the railway must be enclosed with substantially built legal fences.

7. Road crossings, with cattle guards and sign boards, shall be provided wherever required.

8. The width of cuttings at formation shall be 20 feet, embankments 14 feet.

9. Efficient drainage must be provided, either by open ditches or under drains.

10. All bridges, culverts and other structures must be of ample size and strength for purpose intended; bridges and culverts may be of either stone, iron or wood, made of durable and suitable material, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11. The rails shall be of steel, weight 56 lbs. per lineal yard, of approved section, and with the most approved fish or scabbard joints.

12. The railway must be well ballasted with either gravel or other suitable material.

13. Sufficient siding accommodation shall be provided by the Company as may be necessary to meet the requirements of the traffic.

14. Sufficient rolling stock necessary to accommodate the business of the line shall be provided by the Company, with stations and terminal accommodations, including engine-heds, turn-tables, shops, machinery, &c., &c., &c.

DESERONTO, ONT., 13th December, 1883.

DEAR SIR,—We beg to advise you that we are going on with the construction of the Napanee, Tamworth and Quebec Railway, and desire to enter into an agreement in accordance with the Act of last Session of the Dominion Parliament, granting bonuses thereto. We annex herewith statements in connection with the construction which we understand you require, preparatory to our receiving subsidy.

We are, dear Sir, yours with respect,

E. W. RATHBUN, *Mng. Director N. T & Q. R. R.*

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 18th December, 1883.

The undersigned has the honor to represent that by the Act 46 Vic., chap. 25, authority was given for the payment to the Napanee, Tamworth and Quebec Railway Company of a subsidy, not exceeding \$3,200 a mile, for a distance of twenty-eight miles, towards the construction of the portion of their line between Napanee, and Tamworth, the Act providing that the time for the completion of the road should be fixed by Order in Council, and that construction should be carried out in accordance with descriptions and specifications to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made with the Company by the Government.

The undersigned recommends that approval be given to the descriptions and specifications of the said road annexed to the draft of an agreement which it is proposed to make with the Company and which is herewith submitted; further, that the time for the completion of the subsidized portion of their road be fixed as the 31st of December, 1884, and that he be authorized, on behalf of the Government, to enter into an agreement with the Company, in conformity with the said draft and specifications, for the execution of the work and its completion by the date named, and for the payment of the subsidy contemplated by the subsidizing Act in the manner therein provided.

Respectfully submitted,

J. H. POPE, *Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 21st December, 1883.

On a Memorandum dated 18th December, 1883, from the Acting Minister of Railways and Canals, submitting that by the Act 46 Vic., chap. 25, authority was

given for the payment to the Napanee, Tamworth and Quebec Railway Company, of a subsidy not exceeding \$3,200 a mile for a distance of twenty-eight miles, towards the construction of the portion of this line between Napanee and Tamworth; the Act providing that the time for the completion of the road should be fixed by Order in Council, and that construction should be carried out in accordance with descriptions and specifications to be approved by the Governor in Council on the Report of the Minister of Railways and Canals, and specified in an agreement to be made with the Company by the Government.

The Minister recommends that approval be given to the descriptions and specifications of the said road annexed to the draft of an agreement which it is proposed to make with the Company, and which are herewith submitted, further, that the time for the completion of the subsidized portion of their road be fixed as the 31st of December, 1884, and that he be authorized, on behalf of the Government, to enter into an agreement with the Company, in conformity with the said draft and specifications, for the execution of the work and its completion by the date named, and for the payment of the subsidy contemplated by the subsidizing Act cited in the manner therein provided.

The Committee concur in the foregoing recommendation, and submit the same for Your Excellency's approval.

JOHN J. MCGEE, C.P.C.

Hon. Minister Railways and Canals.

A.—NAPANEE, TAMWORTH AND QUEBEC RAILWAY.

Specifications and Description.

1. The railway shall be a single track line with guage 4 feet 8½ inches, with necessary sidings.
2. The alignment and gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed 92 feet to the mile, and the minimum curvature not to be of less radius than 955 feet.
3. In all wooded sections the land must be cleared to the width of not less than 50 feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.
4. All stumps must be grubbed out within the limits of cuttings under 3 feet in depth, or embankments less than 2 feet in depth.
5. All stumps must be close cut where embankments are less than 4 feet and more than 2 feet in height.
6. Through settlements the railway must be enclosed with substantially built legal fences.
7. Road crossings, with cattle guards and sign boards, shall be provided wherever required.
8. The width of cuttings at formation shall be 20 feet, embankments 14 feet.
9. Efficient drainage must be provided either by open ditches or under drains.
10. All bridges, culverts and other structures must be of ample size and strength for the purpose intended. Bridges and culverts may be of either stone, iron or wood, made of durable and suitable materials, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.
11. The rails shall be of steel, weight 56 lbs. per lineal yard of approved section, and with the most approved fish or scabbard joints.
12. The railway must be well ballasted with either gravel or other suitable material.
13. Sufficient siding accommodation shall be provided by the Company as may be necessary to meet the requirements of the traffic.
14. Sufficient rolling stock necessary to accommodate the business of the line shall be provided by the Company, with stations and terminal accommodations, including engine sheds, turn-tables, shops, machinery, &c.

ARTICLES OF AGREEMENT made and entered into this Thirty-first day of December, in the year of Our Lord One Thousand Eight Hundred and Eighty-three, between the Napanee, Tamworth and Quebec Railway Company, of the first part, and Her Majesty Queen Victoria, represented therein by the Minister of Railways and Canals, of the second part :

Witnesseth that whereas it is in and by an Act passed in the Session of the Parliament of Canada, held in the forty-sixth year of Her Majesty's Reign, chaptered twenty-five, and intituled: "An Act for authorizing subsidies for the construction of the lines of Railway therein mentioned" amongst other things in effect enacted that it shall "be lawful for the Governor in Council to grant to the Napanee, Tamworth and Quebec Railway Company, for twenty-eight miles of their railway, from Napanee to Tamworth, in the Province of Ontario, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole eighty-nine thousand six hundred dollars, the said subsidy to be granted to the Company herein named, it being provided therein that the line of railway shall be commenced within two years from the first day of July last (1883), and completed within a reasonable time, not to exceed four years from and after the passing of this Act (25th May, 1883), to be fixed by Order in Council and according to descriptions and specifications, to be approved by the Governor in Council, such subsidy to be payable by instalments on the completion of each section of not less than ten miles of railway, proportionate to the value of the portion so completed in comparison with the whole work undertaken to be established by the report of the said Minister of Railways and Canals, provided always that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights, as will afford all reasonable facilities and equal mileage rates to all railways connecting with that so subsidized, as the Governor in Council may determine."

And whereas the Napanee, Tamworth and Quebec Railway Company has established, to the satisfaction of the Governor in Council, its ability to complete the said railway within a reasonable time to be fixed by Order in Council, such time having been fixed as follows: Twenty-eight miles of said road from Napanee to Tamworth on or before the thirty-first day of December, A. D. eighteen hundred and eighty-four. And whereas the Governor in Council has duly approved of the descriptions and specifications hereto annexed, marked "A;"

Now this Agreement Witnesseth, that in consideration of the said subsidy, to be paid in the manner aforesaid, the Napanee, Tamworth and Quebec Railway Company covenants and agrees to and with Her Majesty, her Heirs and Successors, in manner following, that is to say:—

1. That the Company shall and will, well, truly and faithfully, make, build, construct and complete a line of railway from Napanee, on the Napanee River, Bay of Quinté, north to the Village of Tamworth, in the Province of Ontario, the points and approximate route and course being shown on the map hereunto annexed, marked "B," and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works, and all engineering services, whether in the field, or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the Company shall and will locate and construct the said line of railway on as straight a course as practicable, between Napanee and Tamworth, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of in conformity with the aforesaid specification hereto annexed, marked "A."

4. That the Company shall and will furnish profiles, plans and bills of quantities of the whole line of railway, in 10 mile sections, and that, before the work is commenced on any 15 mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the Com-

pany will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said Company having commenced the works embraced in this agreement shall complete the portion of said road from Napanee to Tamworth on or before the 31st day of December in the year of Our Lord 1884, time being declared to be material and of the essence of this contract, and in default of such completion as aforesaid on or before the said date, the Company shall forfeit all rights, claims or demands to any and every part of the subsidy remaining unpaid, as also to any moneys whatsoever which may be, at the time of the failure of the completion as aforesaid, due and owing to the Company.

6. That the Company will, upon and after the completion of the said line of railway and the works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor, in good, sufficient, working and running order and shall continuously and faithfully operate the same.

7. That the Company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereunto annexed, marked "A," and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall, upon completion of the said line of railway and the works appertaining thereto, be the property of the Company.

In witness whereof, the Napanee, Tamworth and Quebec Railway Company have caused their corporate seal to be affixed hereunto and these presents to be signed by the President of the said Company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railway and Canals.

Signed by the President of the said Company
the corporate seal of the Company having
been hereunto affixed, in the presence of
R. C. CARTER.
Signed and sealed by the Minister and by the
Secretary of the Department of Railways
and Canals, in the presence of
H. A. FISSIAULT.

ALEX. RUSSELL,
Pres. N. T. & Q. R. Co.

CHARLES TUPPER,
Minister Railways and Canals.
A. P. BRADLEY,
Secretary.

OTTAWA, 27th December, 1883.

SIR,—I have examined the plan and profile of the Napanee, Tamworth and Quebec Railway, extending from the Grand Trunk Railway, in the Town of Napanee, to the Village of Tamworth, a distance of 28 miles.

And find that the said plan and profile conform to the requirements of the specification approved by an Order in Council, 21st December, 1883. The sharpest curve being 935 feet radius=6°, and the steepest gradient 92 feet per mile.

I beg, therefore, to recommend the same for approval.

I am Sir, your obdt. servant,

THOMAS RIDOUT.

C. SCHREIBER, Chief Engineer, Government Railways.

OTTAWA, 31st December, 1883.

SIR,—In obedience to your instructions, I inspected, on the 22nd inst., that portion of the Napanee, Tamworth and Quebec Railway, being the first ten (10) miles northward from the Town of Napanee.

And now beg to report that this first ten mile section of railway has been completed in accordance with the specification approved of by the Governor in Council on 21st December, 1883, and embodied in the agreement made by the Company with the Government on the 31st December, 1883.

The work on the above section is a fair average of the whole work undertaken between Napanee and Tamworth.

I am, Sir, your obdt. servant,

THOMAS RIDOUT.

C. SCHREIBER, Chief Engineer, Government Railways.

Memorandum.

OTTAWA, 31st December, 1883.

The undersigned has the honor to represent that under date the 27th inst., the Napanee, Tamworth and Quebec Railway Company, subsidized under the authority of the Act 46 Vic., chap. 25, and with whom an agreement has been duly made, approved by an Order in Council of the 21st inst., have submitted for approval, a plan and profile of the subsidized portion of their road, extending from the Grand Trunk Railway, in the Town of Napanee, to the Village of Tamworth, a distance of 28 miles.

That the said plan and profile have been examined and are found to be in conformity with the requirements of the specification attached to the Company's agreement.

The opinion of the Government Chief Engineer thereon being favorable, the undersigned recommends that the said plan and profile be approved.

Respectfully submitted.

CHARLES TUPPER, *Min. Rlys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 1st January, 1884.

On a Memorandum dated 31st December, 1883, from the Minister of Railways and Canals, representing that under date the 27th inst., the Napanee, Tamworth and Quebec Railway Company, subsidized under the authority of the Act 46 Vic., chap. 25, and with whom an agreement has been duly made, approved by an Order in Council of the 21st inst., have submitted for approval a plan and profile of the subsidized portion of their road, extending from the Grand Trunk Railway, in the Town of Napanee, to the Village of Tamworth, a distance of twenty-eight (28) miles.

The Minister further represents, that the said plan and profile have been examined and are found to be in conformity with the requirements of the specification attached to the Company's agreement.

The Minister, upon the advice of the Chief Engineer, recommends that the said plan and profile be approved.

The Committee submit the same for approval accordingly.

JOHN J. MCGEE, *C.P.C.*

Hon. Minister Railways and Canals.

Memorandum.

OTTAWA, 31st December, 1883.

The undersigned has the honor to represent that an inspection has been made of a portion of the subsidized line of the Napanee, Tamworth and Quebec Railway Company, namely, of the first ten (10) miles northward from the Town of Napanee:

That the inspection shows the said portion to have been completed in accordance with the terms of the specification approved by Order in Council on the 21st inst., and attached to the agreement made with the Company on the 31st inst., the work being a fair average of the whole work undertaken between Napanee and Tamworth.

With the concurrence of the Chief Engineer of the Government, the undersigned recommends that authority be given for the payment to the Company of the subsidy contemplated by the Act 46 Vic., chap. 25, namely, \$3,200 a mile for the ten miles now completed, or a total of \$32,000.

Respectfully submitted,

CHARLES TUPPER, *Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 1st January, 1884.

On a Memo. dated 31st December, 1883, from the Minister of Railways and Canals, representing that an inspection has been made of a portion of the subsidized line of the Napanee, Tamworth and Quebec Railway Company, namely, of the first ten miles northward from the Town of Napanee, and that the inspection shows the said portion to have been completed in accordance with the terms of the specification approved by Order in Council on the 21st inst, and attached to the agreement made with the Company on the 31st inst, the work being a fair average of the whole work undertaken between Napanee and Tamworth.

The Minister, upon the advice of the Chief Engineer of the Government, recommends that authority be given for the payment to the Company of the subsidy contemplated by the Act 46 Vic., chap. 25, namely, three thousand two hundred dollars (\$3,200) a mile for the ten miles now completed, or a total of \$32,000 (thirty-two thousand dollars.)

The Committee advise that authority be granted as recommended.

JOHN J. MCGEE, *C. P. C.*

Hon. Minister of Railways and Canals.

STATEMENT IN DETAIL OF PAYMENTS MADE TO RAILWAYS SUBSIDIZED BY GOVERNMENT.

International Railway Co. (per E. T. Brooks.)

Aug. 11, '83. Subsidy on twenty-nine miles, at \$3,200—46 Vic., chap. 25.....	\$92,800 00	
Dec. 31, '83. Subsidy on sixteen miles, at \$3,200—46 Vic., chap. 25.....	51,200 00	
		\$144,000 00

Quebec and Lake St. John Railway.

Nov. 16, '83. Subsidy on ten miles, at \$3,200—46 Vic., chap. 25.....	\$32,000 00
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Napanee, Tamworth and Quebec Railway (per F. S. Rathbun.)

Jan. 2, '84. Subsidy on ten miles, at \$3,200—46 Vic., chap. 25.....	\$32,000 00
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J. BAINE, *Accountant.*

DEPARTMENT RAILWAYS AND CANALS,
12th February, 1884.

RETURN

(21c)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1883;—For a Statement showing:—

- 1st. The names of all Railway Companies which have made application to the Government or Parliament of Canada, for subsidies or grants in money, in land, or otherwise, from 1867, up to this date.
- 2nd. The names of all Railway Companies to which have been granted and paid subsidies or grants in money, land or otherwise, by the Dominion Government, from 1867 to this date.
- 3rd. The sums paid to each of the said Railway Companies, from 1867 to this date.
- 4th. The length of the said Railways.
- 5th. The names of the Province or Provinces traversed by the said Railways.
- 6th. The original amount of the mortgage held by the Dominion of Canada on the properties of the Northern Railway Company of Canada.
- 7th. Copy of the Order in Council affecting the discharge of the said mortgage, in favor of the said Company, the date of the said discharge, and the amount of interest accrued on the said mortgage at the date of discharge.
- 8th. The amounts paid by the Government of Canada, from 1867, to this date, for the extension of the Intercolonial Railway in the City of Halifax.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
8th March, 1884.

Secretary of State.

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

RETURN

(21d)

To an ADDRESS of the HOUSE OF COMMONS, dated 1st February, 1884;—For copies of all Correspondence, Despatches and Orders in Council, not already brought down, in reference to Subsidies or Grants for the Province of Manitoba, the extension of its Boundaries, the Territory disputed between it and the Province of Ontario; its School Lands; the Public Lands within the Province, and Railway questions affecting the same.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
13th March, 1884.

Secretary of State.

To the Right Honorable Sir JOHN DOUGLAS SUTHERLAND CAMPBELL, Marquis of Lorne, Knight of the Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of the Distinguished Order of Saint Michael and Saint George, Governor General of Canada and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY :

We, Her Majesty's most dutiful and loyal subjects, the Legislative Assembly of the Province of Manitoba, in session assembled, humbly approach Your Excellency for the purpose of representing :—

That whereas certain settlers in the newly added territory were settled on odd numbered sections previous to the survey in the years 1879 and 1880, and said settlers have made large improvements with the hope of obtaining these lands.

And whereas the Dominion Government did, in the fall of 1881, pass an Order in Council allowing all who had settled on their land, in 1879, a right to make homestead and pre-emption entries.

And whereas efforts have been made on behalf of the settlers of 1880, in order that they might be allowed the same right; and whereas, up to the present time, the said settlers have not been allowed to make their entries, and are still living on suffrage.

That it is the opinion of this House that the said settlers should be dealt with liberally, and that they should be allowed to make homestead and pre-emption entries.

We, therefore, humbly pray that Your Excellency, in Council, will be pleased to take such steps as, in Your Excellency's knowledge of the circumstances, as set forth in the foregoing statements, Your Excellency may deem necessary and expedient for the attainment of the object sought for by this Legislature.

G. McMICKEN, *Speaker.*

WINNIPEG, 29th May, 1882.

OTTAWA, 13th November, 1883.

SIR,—I have the honor to transmit to you, herewith, a copy of a letter which has been addressed to the Secretary of State by the Honorable the Provincial Secretary

of the Province of Manitoba, and to request you to cause copies of such of the maps and documents asked for, as may be in the possession of your Department, to be prepared and sent to me with as little delay as possible.

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

G. POWELL, *Under Secretary of State.*

Deputy Minister of the Interior.

DEPARTMENT PROVINCIAL SECRETARY, MANITOBA,
WINNIPEG, 2nd November, 1883.

SIR,—In view of the interest in which the public have taken, and will probably continue to take, in the question of the rights of Manitoba in the disputed territory, it is deemed wise to procure the most reliable information on the subject.

I have the honor, therefore, to request that you will kindly cause to be forwarded, for the use of this Government, copies of all maps and documents bearing upon the case, more especially those referring to the old Hudson's Bay Company's charter; we wish also to have authentic copies of the maps of the territory, showing the old Province of Pennsylvania, and especially of the courses as laid down in the charter.

You will greatly oblige by losing no time in procuring these documents and forwarding the same to me.

I have the honor to be, Sir, your very obedient servant,

A. M. SUTHERLAND, *Provincial Secretary, Manitoba.*

Hon. J. A. CHAPLEAU, Secretary of State, Ottawa.

DEPARTMENT OF THE SECRETARY OF STATE, CANADA.

Name—Lieutenant-Governor of Manitoba; address—Winnipeg, Manitoba; date 9th-15th May; subject—sale of school lands in Manitoba.

Contents—Privy Council, May 19, 1883. Referred to the Minister of the Interior.

JOHN J. MCGEE.

Action—15th May acknowledged and referred to the Honorable the Privy Council.

By Command,

HECTOR L. LANGEVIN, *Acting Secretary of State.*

Copy of a Report of a Committee of the Executive Council, approved by His Honor the Lieutenant-Governor, on Saturday the 5th of May, 1883.

“Land Commissioner Walsh had an interview with the Minister of Public Works the other day, in reference to the projected sale of school lands, in the Province of Manitoba, asking to have their opinion in respect to those sections which, in their estimation, should be placed upon the market, and which would be likely to secure a high price. In looking over the Dominion Lands Act, the undersigned finds that provision is made by which any school section that becomes valuable through railway intersection, or through it being situated advantageously for a town site, will be sold, and the proceeds, less the amount that would be realized for farm lands within the same township, appropriated by the Dominion Government for Federal uses. The undersigned takes this opportunity of strongly protesting against the appropriation, by the Government of Canada, of any of the moneys accruing from the sale of school lands. The revenue of the Province being already very insufficient, it would be the height of injustice on the part of the Federal authorities to appropriate a portion of what Parliament contemplates for the sole use of promoting education in this Province.

This is a special subsidy, which people have looked upon as assured to its utmost extent, for the purpose of education, which is no inconsiderable tax upon early settlers.

These, unless they can realize to the fullest extent what, by the Parliament of Canada, they were led to believe would be theirs, subject to such legislation as the Legislature of the Province might enact, would be grievously disappointed.

The undersigned recommends the following sections to Commissioner Walsh at the respective prices opposite each section,

* W. ½ granted under Manitoba Act, E. ½ 18-11-7 in line N.E. ¼ disposed of N.W. ¼ 12 in lieu.						
Sec. 11,	Tp. 15,	R. 18,	W.,	at an upset price of.....		\$25 00
" 29	" 13	" 19	do	do	.....	25 00
" 29	" 10	" 14	do	do	.....	10 00
" 11	" 12	" 7	do	do	.....	20 00
S. ½ 29	" 14	" 11	do	do	.....	10 00
Sec. 29	" 3	" 8	do	do	.....	10 00
" 11	" 4	" 6	do	do	.....	10 00
" 29	" 10	" 19	do	do	.....	8 00
" 11	" 3	" 8	do	do	.....	5 00
" 29	" 3	" 11	do	do	.....	5 00
" 11	" 4	" 9	do	do	.....	8 00
" 29	" 2	" 12	do	do	.....	5 00
" 20	" 13	" 8	do	do	.....	5 00
" 11	" 1	" 3	do	do	.....	5 00
" 11	" 13	" 5	do	do	.....	5 00
" 11	" 14	" 4	do	do	.....	5 00
" 29	" 10	" 18	do	do	.....	5 00
" 29	" 14	" 16	do	do	.....	5 00
" 29	" 14	" 15	do	do	.....	5 00
" 11	" 2	" 12	do	do	.....	5 00
" 29	" 2	" 11	do	do	.....	5 00
" 11	" 1	" 3 E.,	do	do	.....	8 00
" 29	" 1	" 2	do	do	.....	5 00
" 29	" 5	" 1	do	do	.....	5 00
" 29	" 6	" 4	do	do	.....	5 00
" 29	" 7	" 1	do	do	.....	2 50
" 29	" 3	" 5	do	do	.....	2 50
" 11	" 2	" 5 W.,	do	do	.....	5 00
" 11	" 12	" 8	do	do	.....	5 00
" 15	" 5	" 19	do	do	.....	5 00

For sale on the 15th of May, and stated to him fully the objections that people of this Province entertain towards the appropriation by the Dominion of any of the revenues accruing from the sale of school lands; but he said he had no power to interfere with the matter, and that to effect any change, a reference of the subject would have to be made to the Minister of the Interior.

The undersigned would add that last year he called the attention of Sir John A. Macdonald to that clause in the Act, and had the assurance then, by telegraph, that it would be amended.

The undersigned would further submit, that the delegates from the Province understood that while the Government of Canada refused to concede to the Government of the Province the administration of these lands, they would hand over the proceeds therefrom to the Province, less the cost of administration. Any other disposition of the moneys realized will be strongly opposed by every person interested in the prosperity of the Province.

All of which is most respectfully submitted.

J. NORQUAY.

Committee Advise :—

On the recommendation of the Honorable the Minister of Public Works, seconded by the Honorable the Attorney-General, that the Report of the Provincial Treasurer be approved of, and that a copy thereof be transmitted to the Secretary of State, Ottawa, to be laid before His Excellency the Governor General in Council.

Respectfully submitted.

J. NORQUAY, *Chairman.*

Certified—RICE M. HOWARD, Clerk of Executive Council.

OTTAWA, 7th November, 1883.

Memorandum on the Address, passed by the Legislature of Manitoba, on the 20th of June last, asking that a grant of public land be made to help to maintain institutions in Manitoba and the North-West, in which to give practical instruction in husbandry, which Address was referred, on the 3rd of July, to the Minister of Agriculture, and by him transferred to the Department of the Interior, the undersigned has the honor to report that provision is made, by sub-clause C. of clause 81, of the Dominion Lands Act, 1883, for the granting of land in aid of Agricultural Schools.

The undersigned, believing that the provision so made is a liberal one, recommends that His Honor the Lieutenant-Governor of Manitoba be informed that the Government are prepared to consider favorably any proposition or propositions to establish such a school or college as is suggested by the Provincial Legislature in the Address, under and in accordance with the provisions of sub-clause C. of clause 81, of the Dominion Lands Act, 1883, herein before alluded to.

Respectfully submitted.

D. L. MACPHERSON, *Minister of the Interior.*

Hon. Privy Council.

DEPARTMENT OF THE SECRETARY OF STATE, CANADA.

Name—Legislative Assembly of Manitoba; address—Winnipeg, Man.; date—20th-30th June; subject—for grants to agricultural schools.

Referred to the Minister of Agriculture.

JOHN A. MACDONALD.

3rd July, 1883.

Action—30th June, acknowledged and referred to the Hon. the Privy Council.

By command,

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

To His Excellency the Right Honorable Sir JOHN DOUGLAS SUTHERLAND CAMPBELL (commonly called the Marquis of Lorne); Knight of the Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor General of Canada, Vice-Admiral of the same, &c., &c.

MAY IT PLEASE YOUR EXCELLENCY:

We, Her Majesty's dutiful and loyal subjects, the Legislative Assembly of the Province of Manitoba, in Session assembled, beg leave to approach Your Excellency for the purpose of representing:—

That the Province of Manitoba and the North-West Territories are strictly agricultural countries.

The working of farms, either on large or small scales, vastly differs from the system at present adopted in the older Provinces of the Dominion.

A system more based on science has to be pursued, if this great granary of the world shall become what Providence has destined it to be.

Daily experience in Manitoba shows that a lack of instruction is felt, not only by settlers coming in from the older Provinces, but also by young men who, desiring

to cast their lot amongst us and not finding a public institution, fall into the hands of unscrupulous men, whose only aim is to extract money from their unsuspecting victims, without any power on the part of the Government of this Province to put a stop to the perpetration of such iniquitous transactions.

We are of opinion it is necessary to establish an institution in which, first, to give theoretical and practical instruction in husbandry to young men who intend to follow either general mixed farming, start farming, gardening or tree planting in all its branches; and, secondly, to conduct experiments touching the solution of questions of importance to the farming communities, and to publish the results from time to time.

Such an institution will not only be of vast benefit to the Province of Manitoba, but also to the remainder of the North-West Territories.

We would further represent that the Government of the neighboring Republic, feeling the necessity of such colleges, have donated, out of the Federal lands, towards the support of these institutions, certain amounts of these lands.

We, therefore, humbly pray that Your Excellency may be pleased to cause to be set aside enough of the lands of the domain of the Dominion of Canada, in the various Provinces of the North-West, to help to maintain such schools to be erected in the Province of Manitoba, and to grant, for the purpose of the erection of such schools, a sum of money sufficient for the maintenance of such a farm and thereon to erect necessary buildings, and to stock the same sufficient to enable this institution to be conducted in a manner adapted to the importance of the subject, in the interests of agriculture.

A. MURRAY, *Speaker.*

WINNIPEG, 20th June, 1883.

EXTRACT of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 18th April, 1879.

The Committee have had under consideration a Report submitted by the Sub-Committee of Council appointed to confer with Messrs. Norquay and Royal, members of the Executive Council of the Province of Manitoba, who have been deputed by the Executive Council of that Province to "proceed to Ottawa and urge upon the Government of the Dominion a consideration of certain matters affecting the progress and welfare of that Province."

The Committee having given their full consideration to the representations made to the Sub-Committee on the above subjects, and the Report of the Sub-Committee thereon, respectfully recommend:—

That as regards the disposing of the school lands, the Government is pleased to learn that Messrs. Norquay and Royal are satisfied with the policy intended to be pursued, in withholding the sale of these lands until they shall have attained approximately their maximum value, either by reason of improvements effected in their neighborhood, or by their proximity to the line of the Pacific Railway, and that the proceeds of sales should be held by the Dominion Government, and the interest only paid over to the Province of Manitoba.

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Certified,

W. A. HIMSWORTH, *C.P.C.*

DEPARTMENT OF THE INTERIOR, OTTAWA, 11th March, 1879.

GENTLEMEN,—I have the honor, by direction of the Right Honorable the Minister of the Interior, to acknowledge the receipt of your communication of the 10th instant, applying to have a portion of the school lands in the Province of Manitoba administered in the interest of public education, and to say that the subject will receive attention at an early day.

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

J. S. DENNIS, *Deputy of the Minister of the Interior.*

The Hon. JOHN NORQUAY, The Hon. JOSEPH ROYAL, Delegates from the Government of Manitoba.

RUSSELL HOUSE, Ottawa, 10th March, 1879.

SIR,—In the matter of the school lands of the Province of Manitoba, referred to in our memorandum of the 8th instant, we beg respectfully to submit to your kind and considerate attention the following observations:—

By the 22nd section of 35 Vic., chap. 23, of the Dominion Statutes, 1,280 acres of land in every township, or 460,800 acres in the aggregate, were set apart to form an endowment for the purpose of public education in Manitoba; these lands can neither be sold nor otherwise disposed of in the present state of the law, and we would therefore respectfully suggest that the necessary authority be obtained, during the present Session of the Dominion Parliament, to empower the Privy Council to either place the said lands in the market or transfer the same to Provincial control, or otherwise deal with the same as shall seem best for the purposes of the said endowment.

The rapidly increasing number of our schools, consequent upon the increase of population, makes it imperative on the Provincial Executive to provide for a material increase in the educational grant, and it is not deemed possible to do it otherwise than by rendering available at once the source of revenue created as aforesaid, and securing the interest realized from the sale of the said lands.

An Act was passed in the last Session of the Dominion Parliament, 41 Vic., chap. 13, giving authority to the Privy Council to advance a sum or sums not exceeding in the whole \$10,000, in each of the three fiscal years, 1878-79-80, and 1880-81, to the Province of Manitoba, in aid of the public schools therein, the said sums to be repaid, with interest at the rate of 5 per cent. per annum, out of the first proceeds of the sale of the lands set apart for the purposes aforesaid; but it will be seen that, unless speedy means are taken to pay off the said indebtedness and secure, at least, a similar amount of annual revenue, at the end of three years from now, for school purposes, such an assistance would only lead to further embarrassment and disappointment.

Most of the school lands reserved, lying as they do in the thickly settled parts of our Province, or in the vicinity of intended railways, are enhanced in value, and in disposing of them a higher price could be got, it is believed, than the present price for Dominion lands.

We have the honor to be, Sir, your obedient servants,

J. NORQUAY, *Provincial Treasurer.*

J. ROYAL, *Minister Public Works.*

Right Hon. Sir JOHN A. MACDONALD, Minister of Interior.

RETURN

(21e)

TO AN ADDRESS of the HOUSE OF COMMONS, dated 24th January, 1884;—
For Copies of all Correspondence with Railway Companies or individuals respecting the construction or subsidizing of the proposed Railway Link between Gravenhurst and Callander; also, copies of any Agreements or Proposals affecting the same.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State.
26th March, 1884.

Secretary of State.

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

PAPERS

(21f)

Respecting RAILWAY SUBSIDIES, as follows:—Montreal to St. John, Halifax and Sydney; Irondale, Bancroft and Ottawa Railway; Pontiac Pacific Junction Railway; Ottawa and Gatineau Valley Railway; Napanee and Tamworth Railway; Erie and Huron Railway; Ontario and Pacific Railway; Kingston and Pembroke Railway Company; Railway and Bridge between Jacques Cartier Union Railway Junction and St. Martin's Junction; St. Louis to Richibucto Railway; Hopewell to Alma; St. Andrews to Lachute Railway; Grand Piles to Lac des Iles Railway; Western Counties, Annapolis to Digby Railway; Baie des Chaleurs, Caraquet to Shippigan; Metapediac to Paspebiac; Miramichi Valley Railway; Derby Station to Indian Town (I. C. R. Branch.)

MONTREAL TO ST. JOHN AND HALIFAX AND SYDNEY, BY SHORTEST AND BEST PRACTICABLE ROUTE.

To His Excellency, the Governor General in Council:

This Petition of the Great American and European Short Line Railway Company, to be hereafter known as the Montreal and European Short Line Railway Company;

HUMBLY SHEWETH :—

1. That your Petitioners are a Company duly incorporated and organized under Act of Parliament passed 7th May, 1882.

2. That the object of said Company is the construction and operation of a National Trunk Line under one management, from the termini of the Canadian systems at Montreal through the Province of Quebec, across the State of Maine, and through the Provinces of New Brunswick and Nova Scotia to Louisburg, in the Island of Cape Breton, the most eastern seaport in the Dominion.

3. That the total length of this line is about 800 miles—of which there are, at the present time, some 290 in operation, leaving about 510 miles to be constructed.

4. That during the past year your Petitioners made extensive surveys over the greater portion of the line, and partially completed about ninety miles of it.

5. That owing to certain defects in the Act of Incorporation—now about to be amended—and their failure to obtain certain and sufficient subsidies, the work of construction has been temporarily suspended.

6. That your Petitioners and their contractors have already expended nearly half a million of dollars in the prosecution of the construction of the said ninety miles.

7. Your Petitioners respectfully submit that the construction and consolidation of the railways on the proposed route, as contemplated by your Petitioners, are of great national importance, as it will be the natural extension of the Canadian Pacific and Grand Trunk Railway systems to the seaports of the Maritime Provinces, and will form the shortest practicable route to all of them.

8. Your Petitioners believe that the completion of its system through Cape Breton will develop the large agricultural and mining interests in that Island, and will prove most beneficial to 84,000 of the citizens of the Dominion resident there, who contribute largely to its revenues, but are now without railway facilities or communication with the rest of the continent.

9. Your Petitioners, therefore, humbly pray that for the completion of their railway between Montreal and New Glasgow, the annual sum of \$500,000 may be appropriated for a period of at least fifteen years, to aid in the construction of those portions not already built between these points, and that the said aid or subsidy be granted and paid directly to the Company as the work progresses, or in the form of a guarantee of interest on bonds to be issued by the Company for the purposes of construction.

10. And for the completion of their railway and in continuation of it from New Glasgow to Louisburg, your Petitioners further pray that, in addition to subsidies heretofore granted to them in Nova Scotia (which are wholly inadequate, in view of the natural obstacles to be overcome), further aid be granted by transferring to them the Eastern Extension Railway, with its present equipment.

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

By order of the Board of Directors, the Great American and European Short Line Railway Company.

MARVIN GREEN, *President.*

WM. McDOUGALL, *Counsel for the Company.*

Attest :—J. W. SCHMULTS, *Secretary.*

PARLIAMENT BUILDINGS, OTTAWA, 9th February, 1884.

At a meeting of delegates from the cities of Quebec, Halifax and St. John, held at Ottawa on the 8th and 9th February, the following resolutions were adopted :—

1. *Resolved*, That it is the opinion of this meeting of delegates of the cities of Quebec, Halifax and St. John, that the Federal Government should secure direct railway communication, independent of the Grand Trunk Railway, between Quebec and the Canadian Pacific Railway, and that improved railway communication be made with the Intercolonial Railway at Quebec. If the Federal Government consider that a bridge will be the best means of communication, the necessary steps to be taken

to protect the public interests, so that the bridge should not be under the control of any one railway corporation.

2. *Resolved*, That it is the opinion of this meeting that the Atlantic winter port of the Canadian Pacific Railway should be located in the Maritime Provinces, and that the Federal Government be requested to assist with subsidies, and otherwise, any line or lines of railway that will shorten the route to, and make the said winter port in the Maritime Provinces.

A true copy.

F. LANGELIER, *Chairman*,
 _____, *Secretary*.

HOUSE OF COMMONS, OTTAWA, 5th March, 1884.

DEAR SIR,—As it was found necessary to give the Pictou Branch—which cost over \$2,400,000—\$600,000 in cash, and 160,000 acres of Crown Lands, in order to induce a Company to construct a railway from New Glasgow to the Strait of Canso, and as the said Company and the Local Government of Nova Scotia successively sold their interest in the said Pictou Branch and Eastern Extension from New Glasgow to the Strait of Canso for \$1,200,000, which is only half the original cost of the Pictou Branch alone, we consider that a subvention, consisting of Eastern Extension alone, and \$3,200 per mile, is totally inadequate for the construction of a railway from the Strait of Canso to Louisburg, in view of the facts, (1) that the Pictou Branch pays each year about \$60,000, as repeatedly estimated by both political parties in Nova Scotia, over running expenses, and (2) that Eastern Extension actually earned \$9,000 less than running expenses last year.

A railway from New Glasgow to Louisburg would prove a valuable feeder to the Intercolonial from New Glasgow to Halifax, to which the trade of that section of the Province of Nova Scotia will naturally flow. The railway east of New Glasgow must be treated simply as a feeder to railways west of New Glasgow. That section from New Glasgow eastward will never carry as much traffic eastward as it will westward. It will, therefore, be a valuable subvention to railways west of New Glasgow, whether run by the Government or by a company. The short line from Montreal to New Glasgow would not have as much interest in extension eastward of New Glasgow as the Intercolonial, from New Glasgow to Halifax. As soon as the short line from Montreal will be finished eastward to New Glasgow, it will cease to have much interest in a line east of New Glasgow that will contribute its traffic principally to the Intercolonial between New Glasgow and Halifax. The company constructing the short line from Montreal to New Glasgow will, therefore, naturally decline to build east of the Strait of Canso without a much larger subsidy than should suffice to enable a company to build from New Glasgow to the Strait of Canso, and will require a larger subsidy than would now suffice to induce the same company to undertake the Cape Breton section concurrently with other sections of the short line from Montreal to Louisburg.

Any railway scheme, therefore, such as agreed upon by the Maritime members supporting the Government, having in view the shortest practicable route between Montreal and St. Andrews, St. John, Halifax and Louisburg, unless it provides that the Cape Breton Section of that line shall be commenced, prosecuted and finished, concurrently with the other sections of the short line, either by the same company or by the Dominion Government, will unfairly discriminate in favor of the unconstructed sections of the line west of New Glasgow, and render it more difficult to secure extension from the Strait of Canso to Louisburg, after the short line will be finished to New Glasgow, than at present.

We have the honor to be, Sir, your obedient servants,

H. Cameron,
 C. G. Campbell,
 Murray Dodd,

W. McDonald,
 Henry N. Paint.

Hon. Sir CHARLES TUPPER, Minister of Railways.

10th March, 1884.

To His Excellency the Most Honorable Henry Charles Keith Petty Fitzmaurice, Marquis of Lansdowne, G.C.M.G., &c., &c., &c., Governor General of Canada; To the Honourable the President of the Senate; and to the Honourable the Members of the House of Commons of the Dominion of Canada:

The Petition of the St. John Board of Trade humbly sheweth:—

That for some time past your petitioners have had under consideration the necessity of a shorter railway connection between the City of St. John and Montreal, and thus secure closer connection with the Canadian Pacific system, with a view of obtaining the winter shipments of the productions of Canada from ports within the Dominion.

That they have looked for the same westerly, utilizing the Western Extension Road between St. John and Vanceboro, on the boundary of the State of Maine, and following the present line of railway from Vanceboro to a point at or near Mattawamkeag, thence by the most direct and shortest route possible to make a connection with the prolongation of the International Line running out of the Province of Quebec into the State of Maine from the west, and thence to Montreal, which connections, if made, will reduce the distance between the two cities, St. John and Montreal, to about 450 miles. That this will be not only the shortest route to St. John, but also to Halifax and other Nova Scotia ports. That it will utilize the roads already in existence and owned by the Dominion Government, and other roads largely subsidized by the Province of New Brunswick, also the railroad bridge across the mouth of the River St. John, now in course of construction, and which is being built by large grants or loans from the Dominion Treasury.

That it will be, in a monetary point of view, more economical than any other through line that can possibly be advocated, and we believe would be the shortest for all Maritime Ports, had actual surveys been made of other proposed routes.

And your petitioners pray that such assistance be granted as will secure the completion of the proposed connections at an early date.

And, as in duty bound, will ever pray.

JAMES A. HARDING, *President, St. John Board of Trade.*

St. JOHN, N.B., 10th March, 1884.

OTTAWA, 13th March, 1884.

SIR,—We, the undersigned, Members of the Parliament of Canada, from the Maritime Provinces, would urge upon the Government the extreme desirability of taking immediate measures for procuring the extension or connection of the Canadian Pacific Railway, from Montreal, to or with the following ports of the Maritime Provinces, to wit: St. Andrews, St. John, Halifax and Louisburg by the shortest practicable line, and having reason to believe that an appropriation of \$300,000 per annum for twenty years, to whatever company may have satisfied the Government of their ability to promptly complete the line, will secure the immediate construction of this important work, request that Parliament be asked to make provision for such a subsidy.

And we have the honor to remain, Sir, your obedient servants,

George E. Foster,
John F. Stairs,
W. H. Allison,
Henry N. Paint,
C. Campbell,
Frederick C. Brecken,
P. Mitchell,
C. Edwin Kaulbach,
Josiah Wood,

H. Cameron,
John Wallace,
John McDougall,
Wm. McDonald,
Robert Moffat,
G. G. King,
Charles Burpee,
Thos. Temple,
J. R. Kinney,

Charles H. Tupper,
D. B. Woodworth,
P. A. Landry,
K. F. Burns,
E. Hackett,

A. C. MacDonald,
Isaac Burpee,
David Irvine,
A. McIsaac,
J. A. Kirk.

To the Honorable Sir Charles Tupper, C.B., K.C.M.G., Minister of Railways and Canals:—

The memorial of the undersigned members of the House of Commons for the Dominion of Canada humbly represents :

That it is a matter not only of importance to the Dominion, but of justice to the Eastern Maritime Provinces, that the shortest and most advantageous railway connection should be established between the present eastern terminus of the Canadian Pacific Railway, at Montreal, and the seaports of Nova Scotia and New Brunswick, and your memorialists believing that such route is the one projected by way of the South Eastern Railway line from Montreal to Sherbrooke and thence by the International and short line railways connecting Fredericton and the Intercolonial, respectfully request you to recommend to the Government the granting of such aid to said railways as will secure the speedy construction and equipment of that line. And as in duty bound, your memorialists will ever pray, &c., &c.

W. Bowes Daly,
C. Edwin Kaulbach,
J. R. Kinney,
W. H. Allison,
A. C. MacDonald,
D. B. Woodworth,
Wm. McDonald,
John F. Stairs,
H. Cameron,
Fred. C. Brecken,
Robert Moffat,

Charles H. Tupper,
Josiah Wood,
George E. Foster,
John Wallace,
Henry W. Paint,
John McDougall,
P. A. Landry,
Thos. Temple,
C. J. Campbell,
Edward Hackett,
K. F. Burns.

OTTAWA, 6th February, 1884.

OTTAWA, 27th March, 1884.

SIR,—Having been instructed to report to you upon a scheme proposed for the establishment of a short line of railway between Montreal, St. John, Halifax and Sydney, C.B., I have the honor to state what very considerable concern appears to have seized upon the mind of Canada, at the prospect of the winter port of our great trunk lines being selected in the United States, and what a number of the representatives of the people assembled at Ottawa for their parliamentary duties, feeling how important it is that the trade of Central, North-Western and Western Canada should find its way in winter to the seaboard of Eastern Canada, have petitioned the Government for aid in the construction of a line of railway connecting our two great trunk lines, the Grand Trunk and Canadian Pacific, with the seaboard at St. John, Halifax and Sydney, by means of a railway connecting with those lines at Montreal, and proceeding by the shortest and most direct practicable route to be obtained. The action taken so far has resulted in two offers being made for the construction of such a line, one being for the construction of a road from Montreal to Halifax, St. John, and New Glasgow for a subsidy of \$300,000 a year for twenty years, and the other for a line from Montreal to St. John, Halifax and Sydney, for a subsidy of \$300,000 a year for fifteen years, and the subsidy already granted on the sections between Oxford and New Glasgow and Canso and Sydney, amounting to \$480,000, in addition to the transfer, free of charge, of the line from New Glasgow to Canso, eighty miles in length.

The advantages of this short line to our ocean borne traffic are manifest, as the following table of distances clearly shows:—

Montreal to St. John.

- | | |
|--|------------|
| 1. Short line proposed..... | 427 miles. |
| 2. Grand Trunk and Intercolonial | 747 “ |
| 3. Grand Trunk and Maine Central and New Brunswick | 586 “ |

Montreal to Halifax.

- | | |
|--|------------|
| 1. Proposed short line..... | 672 miles. |
| 2. Grand Trunk and Intercolonial..... | 845 “ |
| 3. Grand Trunk and Maine Central and New Brunswick | 862 “ |

Montreal to Sydney.

- | | |
|---------------------------------------|------------|
| 1. Proposed short line..... | 774 miles. |
| 2. Grand Trunk and Intercolonial..... | 993 “ |
| 3. Grand Trunk and Maine Central..... | 1,010 “ |

It will thus be seen that the following named Canadian seaports will be brought nearer to Montreal and the great wheat fields of the West and North-West by the construction of the proposed short line, than by any existing line, viz:—

From Sydney, C.B., by 219 miles.

From Halifax, by 173 miles.

From St. John, by 159 miles.

St. John, however, would be the first ocean port met on the way, being nearer to Montreal than Halifax by 245 miles, and than Sydney by 347 miles, so that, as regards distance, St. John has a decided advantage.

This saving of distance will facilitate the movement of grain, produce and manufactures eastward, and of coal, fish and other products of the Eastern Provinces westward, this traffic, under the existing system, being very heavily handicapped by the great excess of distance to our own ports over that to the American ports. By the adoption of this proposed short line, the disparity of distance is reduced to a minimum.

Should it be determined to grant aid towards the construction of such a line of connection, I beg to suggest that no particular company be specified but that the subsidy be given to such company as shall satisfy the Government of its ability to carry the enterprise to a successful termination. I would also recommend that ample security be taken for the construction and efficient operation of the road, the conditions being that any failure, either in completion or operation, be followed by forfeiture of the entire property.

Of the two offers received, the first appears to be the most favorable and, in my opinion, affords sufficient inducement for the enterprise to be taken up.

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

C. SCHREIBER, *Chief Engr. and General Manager.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GEN. MAN., OTTAWA, 3rd April, 1884.

SIR,—I have again the honor to report upon the scheme for a short line railway connecting Montreal with St. John, Halifax, and Sydney, and I now beg to suggest the division of the line, for purposes of construction, into two sections, the western section extending from Montreal to Moncton, the headquarters of the Intercolonial Railway, and the eastern section from Moncton to Sydney.

The length of road to be constructed may be estimated approximately at :—

	Miles.
Western section.....	323
Eastern section (with Oxford branch).....	240
	563

The object of this proposed short line of railway is to bring the winter ports of Canada as near as possible to the wheat field of the West and North-West, and to enable them to compete successfully with the American ports for the ocean-borne business to and from the West and North-West and the Pacific coast ; and it is believed that this object will be attained by the consummation of the short line project, and that not only will the ports of St. John, Halifax and Sydney, benefit by this direct connection with the West, but that its advantages will extend to the whole Dominion.

In my report of 25th ult., I stated that I considered that an offer which had been received was sufficient to induce the taking up of the enterprise. This offer was to build the missing links necessary to complete the direct short line from Montreal to Sydney, for an annual subsidy of \$300,000 for fifteen years, *plus* the subsidy of \$480,000 already granted, and the free gift of the Eastern Extension Railway, 80 miles in length. I may now state, however, that the scheme might be undertaken on terms still more favorable, and I beg to submit the following suggestion :—

That for the construction of the western section, a grant of \$140,000 per annum, for fifteen years, be made, for a guarantee of a similar sum as interest on the bonds of the company undertaking the work for fifteen years in aid of the construction of the shortest and best line to be found from Montreal to St. John and Halifax, in accordance with the resolutions of last year approximating aid to the International Railway. In the case of the eastern section, I would suggest a direct subsidy of \$60,000 annually for fifteen years, or a guarantee of a similar sum as interest on bonds of the company undertaking the work for fifteen years, also the present subsidy of \$480,000 and the transfer in fee simple of the Eastern Extension, with its present equipment ; the conditions of such aid being the construction of a direct short line from Moncton to Sydney, comprising the section from Moncton to New Glasgow, with branches to Oxford Station, on the Intercolonial Railway, to Pugwash and Pictou (the line from Moncton to New Glasgow, connecting with the Eastern Extension). Also the section from the Gut of Canso, at the eastern terminus of the Eastern Extension, to Sydney, C.B.

The standard of the road should be—western section—that of the International Railway, both in construction and equipment. Eastern Section, that of the Eastern Extension Railway between New Glasgow and Canso. The location of both sections should be subject to the approval of His Excellency the Governor General in Council.

I would also recommend that, from any company receiving these subsidies, an ample guarantee be taken for the completion of the work within three years from the 1st July next, and that the contract should embody such safeguards as the Government may deem necessary to secure the public interest.

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

C. SCHREIBER, *Chief Engr. and General Manager.*

IRONDALE, BANCROFT AND OTTAWA RAILWAY.

OTTAWA, ONTARIO, 13th March, 1884.

DEAR SIR,—On behalf of the Irondale, Bancroft and Ottawa Railway Company, I beg to say that, with a view to establishing, upon a permanent business basis, the manufacturing of iron in the Province of Ontario, and of shipping iron ores therefrom, and in carrying out this plan, I have, in connection with other capitalists, spent large sums of money in exploring for mines and developing the same.

And having made practical tests as to the quality of the ore, and in connection therewith the explorations and surveys for a railway, over which the various mineral properties in the Townships of Snowden, Glamorgan, Monmouth, Cardiff, Faraday and Dungannon, can be reached from the existing railway system. After the most careful and thorough development of the mineral resources of those townships, it was clearly demonstrated that two distinct ranges of iron ore exist, running north-eastwardly from the Township of Snowden to the Ottawa River, and from the favorable situation of these ranges of ore, it was apparent that advantages were to be had that would overcome many of the difficulties which had heretofore been in the way of a successful attempt at making iron in the Dominion.

Containing as this district does, a sufficient variety of ores in close proximity, and the limestone and timber also very convenient, and the railway connection well suited, we have been extending our operations with a view to engaging in the manufacturing of charcoal pig iron, and, after that, such other branches of iron manufacturing as the markets of the Dominion will justify.

Having secured a charter from the Provincial Parliament of Ontario at the Session of 1880, entitled: "An Act to incorporate the Toronto and Nipissing Eastern Extension Railway Company," under which an organization was effected, and which Act was amended at the present Session of Parliament by changing the corporate name to the "Irondale, Bancroft and Ottawa Railway Company," which under its charter, has the right to build and operate a railway from a point on the Victoria Branch of the Midland Railway eastwardly *vid* the Township of Dungannon and thence to some point on the Ottawa River.

Considering it to be of primary importance to give our first attention to demonstrating the quantity and quality of the ore found in these ranges, in order to know if there would be sufficient business for the railway, if built, and to justify ourselves in asking the co-operation of the Dominion and Provincial Governments for assistance in carrying out the plans decided upon.

For this reason, while our explorations and surveys have been conducted so as to be available in the construction of the railway, our main effort has been to practically solve the question of manufacturing iron.

In doing this we have already spent over \$100,000, and we are now satisfied and prepared to go on and make further investments to an amount sufficient to complete 50 miles of the railway and erect two charcoal blast furnaces, provided:

1. That the Dominion Government will give a bonus of \$6,000 per mile to apply on the 50 miles extending from the Victoria Branch of the Midland Railway to the Village of Bancroft, in the Township of Dungannon, County of Hastings.
2. That the Province of Ontario will give a sufficient amount of woodland per mile applying on the same 50 miles as will justify our erecting and operating two furnaces.

We are prepared to proceed with the completion of the railway and the erection of the two furnaces, and to make such an investment of money as will insure their successful operation, provided the grants are assured to us as asked.

By completing the railway to Bancroft, connection will be made there by either or both the Ontario Central and the extension of the Midland Railway northward from Madoc.

The further extension of the Irondale, Bancroft and Ottawa Railway eastward from the Village of Bancroft to be made as rapidly as the development of the minerals and other business will warrant.

Should our petition be granted, we will undertake to complete 20 miles of the said railway within two years from the date of the grant, and the remaining distance to Bancroft, 30 miles, within three years from the date of the grant.

And we will erect one charcoal furnace at Irondale, in the Township of Snowden, within eighteen months after the date of the grant, and a similar furnace at or near Bancroft, in the Township of Dunngannon, County of Hastings, so as to be in successful operation by the time the railway is completed to that point, each furnace to be of sufficient size to produce twenty tons of pig iron daily.

The erection and operation of these two furnaces will be the means of clearing up each day of the year ten acres of land, or 3,650 acres each year, and in connection therewith we will undertake to carry out a systematic plan for encouraging settlers to locate on the land we clear, and in case we receive the grants, we will offer, as an inducement to each *bond fide* settler, to provide and erect a suitable house and barn, and sufficient agricultural implements to aid the settler to overcome the usual difficulties of settling in a new country.

The operation of the two furnaces and the mine already developed, will require about 400 men continuously, which, with the families, should add to the present population of that country at least 2,000 people, and the taxable property acquired by the railway company, and the influx of settlers, will be the means of giving relief to the inhabitants, who are wholly unable to meet their present taxes and obligations.

Respectfully yours,

CHAS. J. PUSEY.

Hon. Sir CHARLES TUPPER, Minister of Railways.

TORONTO, 15th March, 1884.

DEAR SIR,—Having our attention called to the memorial which has been presented to you, soliciting aid towards the completion of the Irondale, Bancroft and Ottawa Railway, and the erection and operation of two blast furnaces, on the line of said railway;

We beg to say that we view this movement as being of the greatest importance to our Province, and particularly to the district through which the road would pass;

It being rich in minerals and in every way well suited to ensure the accomplishment of the object in view;

We firmly believe that if the aid is granted to the company, as asked, it will be the means of starting the business of iron making in all its branches in this Province on such a sound basis as will ensure its success.

Your early and favorable consideration of this important subject, we are sure, will receive the unanimous support of the residents in the several townships through and near which the railway will be built, and personally, we heartily support the application, and respectfully urge the Government to aid the movement.

JOHN FELL, M.P.P. (N. Victoria),
A. F. WOOD, M.P.P. (N. Hastings),
J. KERR, M.P.P. (Stormont),
JOHN CARNIEGIE, M.P.P. (W. Peterboro'),
W. P. HUDSON, M.P.P. (E. Hastings),
A. N. ROE, M.P.P. (Lennox),
D. J. McINTYRE, M.P.P. (S. Victoria)
R. MULHOLLAND, M. P.P.

Hon. Sir CHARLES TUPPER, Minister of Railways.

TORONTO, 15th March, 1884.

DEAR SIR,—Having our attention called to the memorial which has been presented to you, soliciting aid towards the completion of the Irondale, Bancroft and Ottawa Railway, and the erection and operation of two blast furnaces, on the line of said railway;

We beg to say that we view this movement as being of the greatest importance to our Province, and particularly to the district through which the road would pass;

It being rich in minerals and in every way well suited to insure the accomplishment of the object in view;

We firmly believe that if the aid is granted to the Company as asked, it will be the means of starting the business of iron-making in all its branches in this Province on such a sound business basis as will insure its success.

Your early and favorable consideration of this important subject, we are sure, will receive the unanimous support of the residents in the several townships, through and near which the railway will be built, and personally we heartily support the application and respectfully urge the Government to aid the movement.

Billa Flint, Senator,
James Beaty,
Robert Hay,
John Small,
J. R. Dundas,
J. Jamieson,
Jno. W. Bell.

S. J. Dawson,
Robert Read,
George Hilliard,
John Haggart,
E. Cochrane,
Hector Cameron.

Hon: Sir CHARLES TUPPER, Minister of Railways.

OTTAWA, 28th March, 1884.

DEAR SIR,—My attention having been called to the petition of the Irondale, Bancroft and Ottawa Railway Company for aid in completing their railway to Bancroft, and in the erection of two charcoal blast furnaces, I beg to say that I have examined the line of country through which the railway is to run, and have made a special investigation of the valuable deposits of iron ore belonging to the company. Most of these deposits consist of magnetic ore, of great richness and purity and of large extent. The quality of the ore renders it admirably adapted to the manufacture of charcoal iron. The erection at Irondale and Bancroft of kilns and blast furnaces would be of immense benefit to the settlers in that section of the Province, and would give an impetus, I think, throughout Ontario generally, to iron manufactures. If judiciously started, the furnaces could scarcely fail to be successfully worked, and they would give remunerative employment, both directly and indirectly, to a large class of persons who now find it almost impossible to make a bare living in that comparatively barren district.

I am, Sir, yours most respectfully,

ED. CHAPMAN, *Prof. in Uni^y. Col. and School of Prac. Science, Toronto.*

Hon. Sir CHARLES TUPPER, Minister of Railways.

PONTIAC PACIFIC JUNCTION RAILWAY.

HOUSE OF COMMONS, OTTAWA, 8th February, 1884.

SIR,—I have the honor of recalling to your memory my letter addressed to you on the subject of a Dominion Subsidy to the Pacific Junction Railway, on the 12th of March last, towards the construction of the Interprovincial Bridge between the Provinces of Quebec and Ontario, at or near the Town of Pembroke.

The Government of Quebec having converted its subsidy of \$6,000 per mile into a guarantee of interest on the company's bonds, they will now, without doubt, resume operations in the construction of that road early in the ensuing spring, and therefore the necessity is urgent that a grant be made in the present Session of Parliament to enable the company, in the prosecution of their enterprise, to build simultaneously the bridge in question, and to successfully reach the road's destination at Pembroke.

When you bear in mind that any of the already subsidized roads are entitled to Dominion aid, I am quite sure you will agree with me that this Interprovincial Bridge, meeting the railway system of the two chief Provinces of the Dominion, together, are more of a Dominion character than all the rest put together.

My former letter, above referred to, very fully explains the just claim for the subsidy asked, to which I again beg to call to your earnest consideration.

I have the honor to be, Sir, your very obdt. servant,

JOHN BRYSON.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 13th February, 1884.

To the Hon. Sir Charles Tupper, *Minister Railways and Canals.*

The petition of the undersigned respectfully sheweth: That the construction of the Pontiac Pacific Junction Railway has been suspended for over a year past, owing to financial embarrassment. That a large portion of the Ottawa Valley, in the Province of Quebec, the greatest lumber-producing and best paying district to the revenue of the Dominion, is thereby deprived of any connection with the railway system of the Dominion.

That the County of Pontiac, through a portion of which the railway will run, has contributed a bonus of \$100,000 towards its construction.

That the Dominion Parliament has aided railways east and west far less of a Dominion character, to which aid the County of Pontiac has contributed its quota. While being off the line of the location of those railways, it enjoys no direct advantage from their construction.

That the construction of this railway will help the traffic of the Canadian Pacific Railway east and west, and develop a large trade effecting the Dominion commerce, and compensate, in some fair degree, the Province and county that have done so liberally in granting aid towards an enterprise for the development of the district in question. That in order to secure the construction of this railway it becomes imperative that Dominion aid should be granted, in the manner of a mileage subsidy, instead of aid to a bridge, as heretofore asked for.

Your petitioners would therefore pray that a grant of Three thousand dollars per mile, as granted other railways, be made to any company who may construct the said line of railway within the time specified in its charter, between the City of Hull or Village of Aylmer, in the County of Ottawa, Province of Quebec, and the Town of Pembroke, in the County of Renfrew, Province of Ontario: Provided the said road shall not cross the Ottawa River within the County of Pontiac at any point east of Lapasse; and further, that none of the said grant be paid the said company until they shall satisfy the Honorable the Minister of Railways and Canals that the sum of \$400,000 in stock has been subscribed, and half that amount paid up in cash and expended on the road.

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

Joseph Tassé,
James Reid,
Joseph Bolduc
P. N. Landry,
L. H. Massue,
Jos. Bossé,
J. G. H. Bergeron,
J. Royal,
J. W. Bain,
P. E. Grandbois,
C. B. Blondeau,
A. Pinsonneault,
S. S. S. Desaulniers,
C. J. Coursol,
Hy. Smyth,
Edw. Hackett,
Robt. N. Hall,
Fredk. de St. C. Brecken,
J. C. Abbott,
F. Dupont,
H. Cameron,
J. J. Curran,
L. A. Billy,

Arthur H. Williams,
R. L. White,
Alexr. Robertson,
Geo. T. Orton,
John White,
N. Shakespeare,
Alonzo Wright,
C. H. Mackintosh,
J. R. Dundas,
L. J. Frechette,
L. C. Baker,
W. J. Poupore,
John Bryson,
J. A. Gagné,
James Beaty,
Thomas Scott,
C. E. Hickey,
Robert Hay,
M. K. Dickinson,
D. Bergin,
F. X. O. Méthot,
Alex. McNeill,
C. O. Cuthbert,

John Wallace,
John McDougald,
John Small,
Geo. Taylor,
John F. Stairs,
Henry N. Paint,
Thos. Temple,
W. McDonald,
D. B. Woodworth,
Robert Moffat,
Charles H. Tupper,
D. Macmillan,
C. E. Kaulbach,

Geo. Guillet,
W. P. Benson,
John F. Wood,
E. Cochrane,
Ed. Guilbault,
G. A. Gigault,
S. J. Dawson,
H. Hurteau,
T. Coughlin,
Lewis Wigle,
D. McCallum,
L. Riopel,
W. H. Allison.

OTTAWA, 6th March, 1884.

DEAR SIR CHARLES,—Herewith I beg to hand you a recommendation signed by eighty-one members of the Commons, and three members of the Senate, asking that the petition of the Pontiac Pacific Junction Railway Company, praying for a subsidy to aid in completing their road be granted.

I may say I feel a deep interest in the successful prosecution of this work, and I venture to express the hope that you will be pleased to grant the aid prayed for.

Yours faithfully,

P. WHITE.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

Hon. Sir Charles Tupper, Minister Railways and Canals:

SIR,—We, the undersigned, members of the House of Commons, having learned that the Pontiac Pacific Junction Railway Company have presented a petition praying that a subsidy of \$3,200 per mile, for a distance not to exceed eighty-five miles, be granted to aid in constructing the said railway;

Respectfully ask that you may be pleased to recommend the prayer of the said petition to the favorable consideration of the Privy Council and the approval of the Parliament of Canada:—

P. White,
C. F. Ferguson,
N. Clarke Wallace,
L. McCallum,
H. Hurteau,
S. Labrosse,
J. Royal,
Henry N. Paint,
J. W. Bain,
Geo. Taylor,
P. B. Benoit,
D. Bergin,
John F. Wood,
E. Cochrane,
Alex. McNeill,
P. E. Grandbois,
Hyp. Montplaisir,
Geo. T. Orton,
F. Dupont,
J. J. Curran,
F. Dugas,

Edward Hackett,
Aph. Desjardins,
C. J. Coursol,
Wm. McDonald,
Robert Hay,
Arthur H. Williams,
Geo. E. Foster,
Alex. Robertson,
Joseph Tassé,
Alonzo Wright,
John Haggart,
C. H. Mackintosh,
Thos. White,
M. H. Gault,
M. K. Dickinson,
D. Girouard,
Thos. Temple,
Charles E. Hickey,
D. Macmillan,
M. B. Daly,
L. J. Riopel,

D. W. Gordon,
 Jos. Bossé,
 D. Macmaster,
 James Beaty,
 D. O. Bourbeau,
 Fredck. de St. C. Brecken,
 George B. Baker,
 G. A. Gigault,
 Simon X. Cimon,
 F. X. O. Méthot,
 D. B. Woodworth,
 John F. Stairs,
 John W. Bell,
 Edgar Baker,
 W. Benson,
 J. R. Dundas,
 J. A. Gagné,
 S. J. Dawson,

Robert Moffat,
 J. C. Rykert,
 G. Amyot,
 L. L. L. Desaulniers,
 J. B. Daoust,
 T. Coughlin,
 Hector Cameron,
 W. H. Allison,
 John Small,
 John McDougald,
 Lewis Wigle,
 J. G. H. Bergeron,
 L. A. Billy,
 C. B. Blondeau,
 L. H. Massue,
 Ed. Guilbault,
 C. A. Lesage,
 C. J. Campbell.

HOUSE OF COMMONS, OTTAWA, 6th March, 1884.

DEAR SIR,—We, the undersigned members of the Senate, having learned that the Pontiac Pacific Junction Railway Company have presented a petition praying that a subsidy of \$3,200 per mile, for a distance not to exceed eighty-five miles, be granted to aid in constructing the said railway, and having a deep interest in the development of the country through which it is proposed to run the said railway,

Respectfully ask that you may be pleased to recommend the prayer of the said petition to the favorable consideration of the Privy Council and the approval of Parliament.

Yours faithfully,

JOHN HAMILTON,
 J. READ,
 DONALD McMILLAN.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA AND GATINEAU VALLEY RAILWAY.

OTTAWA, ONT., 17th March, 1884.

SIR,—At the Session of the Dominion Parliament, in 1883, the Ottawa and Gatineau Valley Railway applied for a Dominion subsidy of \$6,000 per mile to aid in constructing that enterprise.

The Government of the Dominion granted \$3,200 per mile for the first fifty miles, and the work was proceeded with, extensive surveys and several miles of grading being finished.

Upon making an effort to induce capitalists to invest sufficient money in the enterprise to secure its completion, the company's representatives were met with the objection, that after building fifty miles it might be found that the Government would change their policy and refuse to grant any further subsidy towards finishing the entire line. The greatest engineering difficulties occur in the sections included in the first fifty miles, hence the request for massing the subsidy on that portion of the railroad.

It was then determined to lay these facts before the Government and to ask them to grant \$6,000 per mile for the first sixty miles from Pickanock, when bonds could be floated so advantageously as to do away with the necessity of applying to the Government for further assistance.

An arrangement was made in England with the Land Corporation of Canada to secure the colonization of the lands in the vicinity of the railway, and we are satisfied that most satisfactory results will flow from the construction of the railway.

At the present time the splendid products of the Gatineau district can find no market, and with the construction and operation of the railroad, a new era will be ensured, and rapid development of the lumber, agricultural, manufacturing and commercial resources follow.

We would ask the Government to immediately deal with the question, and are in a position to say that, if, instead of spreading the bonus over the entire mileage, the Government would concentrate the full amount of \$6,000 per mile on the first sixty miles, success would be assured.

Signed upon behalf of the Ottawa and Gatineau Valley Railway.

Communicated by

J. Jamieson,
C. J. Coursol,
J. B. Daoust,
P. B. Benoit,
D. Bergin,
John Wood,
Jos. Tassé,

Alonzo Wright,
P. White,
John Bryson,
M. K. Dickinson,
Chas. E. Hickey,
C. A. Ferguson,
Geo. Taylor.

Hon. Sir Charles Tupper, Minister of Railways, Ottawa :

SIR,—The undersigned, on behalf of the Ottawa and Gatineau Valley Railway, would respectively submit the following :—

1. That in May last the Parliament of Canada voted a subsidy of \$3,200 per mile to aid in the construction of the Ottawa and Gatineau Valley Railway.

2. That such subsidy was not available until each ten-mile section of the railroad was completed.

3. That it was given only for the first fifty miles, with no guarantee of any further amount to aid in finishing the road.

4. That your petitioners had asked, in their original application, for \$6,000 per mile.

They would further submit :

1. That it is found impossible to induce capitalists to guarantee money to build the road throughout, unless the bonus is specifically named and granted for the entire line.

2. That capitalists argue, and very reasonably, that they might build fifty miles of the railroad and find a difficulty in securing further aid, the result being that the line would end at no particular point of junction with the great trade centres north and east of Desert.

3. That the engineering difficulties have shown that the portion of the first fifty miles will be the hardest possible to construct, and cost at least one-third more than the upper half.

4. That the railroad has been commenced, and five miles graded, and extensive surveys (involving a large expenditure) made during the past summer and fall.

5. That it is most important the work be continued, so that a connection is established between the North and the Ontario system of railways, and your petitioners fear that unless the Dominion assists more liberally this enterprise will be indefinitely postponed.

6. That your petitioners would suggest that the Government grant \$6,000 per mile towards the entire line ; or,

7. Failing this, that they grant, for the first fifty miles, the sum of \$6,000 per mile, thus enabling the promoters of the enterprise to tide over the difficult work and accomplish the floating of their bonds ;

8. Or the company would be in a position to float bonds, and can float them, if the Government of Canada will change the bonus or subsidy into a fixed guarantee for a given number of years, the subsidies being used as a guarantee of interest on the bonds of the company for a term of ten years.

Your petitioners cannot too earnestly request your immediate and generous consideration of the above set forth facts, and will feel deeply obliged if you could lay before the Government some recommendation for the purpose of solving the difficulties set forth in the above petition.

On behalf of the Ottawa and Gatineau Valley Railway, and that portion of Ottawa County most affected by it.

Communicated by

CHAS. G. BATE, *Mayor of Ottawa.*
ALONZO WRIGHT.

The Hon. Sir Charles Tupper, K.C.M.G.

SIR,—The Government having through you, as Minister of Railways, announced as part of their policy, aid for the railways that were in the interest of Canada, and having since carried out their policy by granting subsidies to several lines of railways, among others the Gatineau Railway, to the extent of \$3,200 per mile for fifty miles, from the Hull station of the Canadian Pacific Railway, the subscribers would respectfully represent that the granting of an additional subsidy of \$6,200 for fifty miles, from the Kazuabazua, where the fifty miles already subsidized terminates, would be in the public interest, for the following reasons :

The construction of the road would be of the utmost consequence as a feeder to existing Canadian lines of railways ; it would open up an immense tract of fine land for settlement ; it would pass through a country already inhabited by an active, intelligent and industrious population ; it would develop the mineral, agricultural and timber resources of that region.

It would also add another Province to the Dominion.

They would also respectfully represent that the Gatineau section of the country has contributed an immense sum to the Federal and Local Treasuries, and has received nothing in return. Under these circumstances, they would most respectfully urge upon the Government the importance of granting the aid required.

Respectfully yours,

Alonzo Wright,
Joshua Ellard,
Chas. Logue,
Wm. Farrell,
B. N. Reid,
S. M. C. Heepey,
Wm. Campbell,
John Grace,

Simon X. Cimon,
John Crawford,
M. Prevost, Ptre.,
Patrick Moore,
Andrew Lynch,
Chas. T. Bate,
F. Thérien,
Thomas Reilly.

THE NAPANEE AND TAMWORTH RAILWAY.

To the Right Honorable Sir John A. Macdonald, K.C.B., &c., Premier of the Dominion of Canada.

The petition of the undersigned, a few of the inhabitants of the County of Lennox and Addington,

MOST HUMBLY SHOWETH :—

The Napanee, Tamworth and Quebec Railway Company desire to run their road so as to connect with the Ontario and Quebec Railway, and the Central Ontario Railway, thus forming connection on the north with the Canadian Pacific combination, which we consider of much importance to this section of Ontario and the business interests of this county.

The Napanee, Tamworth and Quebec Railway Company have shown much zeal and push thus far, and have their road graded from Napanee to Tamworth, and the ties and rails laid from Napanee to Moscow, a distance of about twenty miles, and we understand the materials are purchased to complete the line to Tamworth.

The line from Tamworth northward will be much more expensive to build, and the company desire to push the work through this year.

Your petitioners respectfully and earnestly request that you will cause a liberal grant to be made to the said company to enable them to push their road through to the Ontario and Quebec Railway, and as in duty bound, will ever pray.

The Napanee Paper Company, Napanee,
 Chas. Smith,
 R. D. Kellewell, Napanee,
 B. C. Lloyd, Reeve of Camden,
 H. A. Baker, Councillor of Camden,
 J. Watson, Adolphustown,
 A. Rutland, M. D., Napanee,
 John Johnston, Deputy Reeve,
 W. N. Mallony, Reeve of Adolphustown,
 J. B. Diamond, Reeve of Fredericksburgh,
 Irvin Parks, Reeve, North Fredericksburgh,
 J. J. Carscallen, Deputy Reeve of Fredericksburgh,
 F. Bosley, Reeve of Callender,
 Jas. Lane, Reeve of Denbigh, Abinger and Ashley,
 Thomas Polley, Reeve of Amherst Island,
 T. G. Carscallen, Deputy Reeve of Napanee,
 D. Benjamin Davis, Deputy Reeve of Ernestown,
 D. W. Ball, Reeve of Bath,
 E. D. Perry, Deputy Reeve of Camden,
 Wm. Brown, Deputy Reeve of Sheffield,
 Jno. Sharp, Reeve of Ernestown,
 Leonard Wager, Reeve of Sheffield,
 J. D. Ham, Reeve of Newburgh,
 Thomas V. Sexsmith, Deputy Reeve of Richmond,
 James Reid, Deputy Reeve of Camden,
 Uriah Wilson, Reeve of Napanee,
 Lewis H. Stoner, Councillor of Ernestown,
 Robert S. Dennison, Reeve of Richmond,
 T. D. Pruyen, Deputy Sheriff,
 J. M. Parrott, Treasurer, U.S.A.,
 J. Ben Guin, C.C.C.,
 Robert Mills, Dep. Reg., L. & A.,
 H. F. Fordward, J. P., Napanee,
 M. J. Butler, P. L. Surveyor, Napanee,
 James C. Huffman, ex-Mayor,
 R. G. Wright, Hardware Merchant, Napanee,
 H. W. Perry " "
 Boyle & Son " "
 W. S. Modoll
 Thos. Symington,
 J. J. Perry, Druggists, Napanee,
 F. Chennest, Jeweller, Napanee.
 W. Coxall, Grocer, Napanee,
 A. C. Hogan, Napanee,
 J. F. McAllister, Merchant Tailor,
 J. Ashworth, Merchant,
 Ferguson Bros., Hardware Merchants,
 J. Gibbard & Son, Manufacturers,
 Nelson Wager, H. S. Teacher,
 J. J. Dockwood, Stationer,
 J. F. Smith, Grocer,

W. A. Rose, Merchant,
 R. B. Hope, Newburgh,
 A. K. Aylsworth, "
 R. F. Hope, "
 Allen Carter, Druggist,
 W. W. Bell, Grocer,
 Douglas Hooper,
 Miles Caton, Merchant,
 L. E. Percy, Manufacturer,
 Wm. Grange, Druggist,
 Thomas Johnston, Merchant, Newburgh,
 Henry Paul, General Merchant, Newburgh,
 Chas. Milbanks, " "
 Henry Twinkle, Carver and Gilder,
 D. B. Sturkney & Co., Manufacturers,
 Joseph Ferlenton, Cabinet Maker,
 Thomas Bur, Paper Manufacturer,
 Hayden & Ryan, General Merchants,
 Luke A. Wheeler, Tamworth,
 C. S. Wheeler "
 James Sleivorth, Druggist,
 Chas. H. Douglas, Tamworth
 Henry F. Flinn, Napanee Mills
 Fralick & Crouch, Manufacturers, Napanee,
 James Bolsh, Carriage Maker,
 R. J. Woods, Blacksmith, Napanee,
 Luther F. Fralick, Gentleman,
 T. S. Henry, Bookseller and Prop. "*Standard*,"
 W. D. Madden, Bookseller, &c.,
 Hugh Davy, Farmer,
 Welston & Boys, Carriage Makers,
 John Alcombrach, Farmer.
 Millen, M. Van Lusen, Farmer,
 Hinch Bros., Dry Goods Merchants, &c.,
 E. Z. Perry, Traveller,
 H. R. Atkins,
 A. W. Grauge & Bros., Druggists,
 Dowing & Co., Merchants,
 John Carson, Napanee,
 Roblin & Ford, Merchants,
 Chas. Lane, Councillor of Napanee,
 E. M. Fralick, Produce Dealer,
 J. R. Scott, Paper Manufacturer
 W. F. Hall "
 Wilder Jay, Mayor of Napanee,
 Phillip Embury, Town Clerk, Napanee,
 James Altem, Chief of Police,
 Hiram Fralick,
 Peter Johnston, Camden East,
 W. G. Wilson, Solicitor,
 F. Jamieson, Baker and Confectioner.

To His Excellency the Governor General of the Dominion of Canada in Council :

The Petition of the County Council of the County of Lennox and Addington;

MOST HUMBLY SHOWETH:—

The Napanee, Tamworth and Quebec Railway Company have purchased the right of way, and graded their road, from the Grand Trunk Railway, in the Town of

Napanee, to the Village of Tamworth, in the Electoral Division of the County of Addington, a distance of about thirty miles, and have twenty miles of the same laid with steel rails (56 lbs.)

Said company desire to extend their road to connect with the Ontario and Quebec Railway, and westward to connect with the Central Ontario Railway, a distance of about forty miles.

Your petitioners are largely interested in the development of the resources of this county, and are desirous of seeing said railway form a connection with the Canadian Pacific Railway on the north.

The Napanee, Tamworth and Quebec Railway Company have been energetic in their undertaking, and have shown a spirit of much enterprise. We understand that in consequence of certain sink holes in a certain swamp near the Village of Tamworth, a much larger sum than was originally anticipated must be expended in order to pass over the same.

The country between Tamworth and the Ontario and Quebec Railway, and the Central Ontario Railway, is of a rough and hilly character, and will cost a much larger sum per mile than that part between Napanee and Tamworth.

Your petitioners, therefore, humbly request that your Government will grant to the Napanee, Tamworth and Quebec Railway, liberal aid, and thereby secure the early completion of their line to the Ontario and Quebec Railway and the Central Ontario Railway; and as in duty bound, will ever pray.

Signed by our Warden and countersigned by our Clerk.

B. O. LLOYD, *Warden.*

F. A. ROSS, *County Clerk, protem.*
NAPANEE, 13th March, 1884.

To His Excellency the Governor General of the Dominion of Canada in Council:

The Petition of the Napanee, Tamworth and Quebec Railway Company;

HUMBLY SHOWETH:—

Your petitioners by their petition dated 18th July, 1882, prayed for a grant to aid them in the construction of their railway, as follows:—

From the Town of Napanee to the Village of Tamworth, a distance of twenty-eight and a-half miles, \$5,000 (five thousand dollars) per mile, and from Tamworth northward for twenty miles, \$8,000 (eight thousand dollars) per mile.

Your Government granted your petitioners \$3,200 (thirty-two hundred dollars) per mile, for twenty-eight miles, to aid them in the construction of their road from Napanee to Tamworth.

Your petitioners find that the road from the Napanee River to Tamworth, including sidings and spurs which must be built by them in order to make the road efficient, will be thirty-two miles in length.

Your petitioners beg further to state that in the Townships of Sheffield and Camden, in the Electoral Division of Addington, near the Village Tamworth, there exists a large swamp (which of necessity their road must cross) which has been found to contain several extensive sink holes, involving the expenditure of a very much larger sum than they expected in the construction. The extra expenditure in this alone will amount to many thousand dollars.

That the road is graded to the Village of Tamworth from the Town of Napanee.

That twenty miles of the road are laid with good cedar ties upon which the best quality of steel rails (56 lbs. to the yard) are laid, and the balance of material necessary to complete the whole distance is on the ground and work under way.

Your petitioners desire to build certain branches from their main line, viz: one running north-westward from Tamworth connecting with the Ontario and Quebec Railway at or near Bogart, in the Township of Hungerford, a distance of some twenty miles from Tamworth, and to extend said branch from Bogart to a point on

the Central Ontario Railway some twenty miles from Bogart, and another branch about six miles long from some point on their main line at Yarker or between Yarker and Moscow eastward, connecting with the Kingston and Pembroke Railway at Harrowsmith, or between Harrowsmith and Verona, in the Township of Portland.

On account of the roughness of some parts of the country between Tamworth and the Ontario and Quebec Railway and the Central Ontario Railway, it will cost more per mile to build a railway there than from Napanee to Tamworth.

The Kingston and Pembroke Railway received aid from the Ontario Government to assist them in building their road through a country similar in many respects to that between Tamworth and above points, of \$8,000 (eight thousand dollars) per mile.

As to fuller and better particulars as to the Napanee, Tamsworth and Quebec Railway, its advantages to the country in aiding manufactories and developing iron mines, and the mineral and other natural resources of the country, your petitioners beg to refer you to their petition above referred to, bearing date 18th July, 1882, and the report of D. Starke, Esq., C.E., bearing date the 26th day of February, 1883, which is addressed to N. P. Bradley, Esq., Secretary, Department of Railways and Canals, copies of which are hereto attached.

Your petitioners therefore humbly pray that your Government will further aid them in these works as follows:—

For the twenty-eight miles already assisted the further sum of eighteen hundred dollars per mile, and for the additional mileage, including sidings and spurs, and extending to the Napanee River, in the Town of Napanee, say four miles, the sum of five thousand dollars per mile, and for the branch from Tamworth to the Ontario and Quebec Railway and the Central Ontario Railway, the sum of eight thousand dollars per mile.

The aid for this branch to be paid at eight thousand dollars per mile, when the line is completed in sections of eight or more miles, to the Ontario and Quebec Railway, and the balance, when so completed, to make connection with the Central Ontario Railway.

And your petitioners as in duty bound will ever pray.

ALEXANDER CURRY, *President N., T. & Q. Ry. Co.*

M. WILLIAMS, *Secretary N., T. & Q. Ry. Co.*

Dated at Napanee, the 17th day of March, 1884.

ERIE AND HURON RAILWAY.

To His Excellency the Right Honorable the Marquis of Lansdowne, Governor General of the Dominion of Canada:

The Petition of the Municipal Council of the Town of Chatham, Ontario;

HUMBLY SHOWETH:—

That there is a short line of railroad known as the Erie and Huron, running from Rondeau Harbor on Lake Erie to Wallaceburg, a point about midway between the Rondeau and the Town of Sarnia, to which latter point it is desirable to extend the road. The several townships through which the road is now built, as well as those through which it is to be extended, have contributed various amounts by way of bonus in proportion to their resources and the benefit to be derived by them.

And whereas your petitioners deem it highly desirable that the said road should be extended through to Sarnia,

Your petitioners would, therefore, pray that it may please Your Excellency in Council, to aid the said railway by a sufficient grant to enable the road to be completed through to the town of Sarnia.

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

S. HADLEY, *Mayor.*

JNO. TISSIMAN, *Town Clerk.*

CHATHAM, ONT., 19th February, 1884.

HOUSE OF COMMONS, CANADA.

DEAR SIR,—I beg to lay before you a few facts in connection with the Erie and Huron Railway which, to my mind, entitles it to consideration and support at the hands of the Government.

1. It was projected in 1872; was then chartered by the Ontario Government to run from Lake Erie to Lake Huron, through the counties of Kent and Lambton.

2. It came within the provisions of Chap. 2 of the Ontario Legislature, 34 Vict., declaring it expedient to give aid towards the construction of railways leading through sections remote from existing thoroughfares and leading to the Free Grant Territories, or connecting our great inland waters.

3. It was bonused in 1873 to the extent of \$155,000 in Kent, and \$110,000 in Lambton, when costly and prolonged litigation stayed proceedings, and in the meantime the Lambton bonus lapsed and was lost.

4. In 1878 the company made an agreement with a Government contractor to build the Kent section of the road, and in 1879 were compelled to stop for want of funds.

5. In 1881 the Ontario Government granted a subsidy of \$2,000 a mile for the Kent portion of forty-one and a-half miles, payable when the road was completed from Lake Erie to Wallaceburg.

6. In 1882 further bonuses in addition to the \$155,000, already granted by Kent were given the company, to the extent of \$70,000 by the Townships of Blenheim, Chatham, Dresden and Wallaceburg.

7. On the last day of September of 1883, the forty-one and a-half miles of road from Lake Erie to Wallaceburg was built in a first-class manner with steel rails, an iron bridge over the Thames, with wharves and piers at Rondeau, and on the River Sydenham, at Wallaceburg, and with all necessary stations, sidings, shops and turn-tables, and supplied with good and sufficient locomotives, freight, postal and passenger coaches (and is now and has been running since said last day of September, regularly carrying passengers, freight and the mails), at a cost of \$10,000 a mile in bonds of the road, which with the equipment, bring the cost of the forty-one and a-half miles through Kent to a little over \$700,000.

8. The Government of Canada, by an Act of last Session, declared this to be a road for the general interests of Canada.

9. During the present Session of the Dominion Parliament an Act has been passed, extending the time for the Lambton, thirty miles from Wallaceburg to Lake Huron for a term of three years.

10. The company are without funds and are unable to complete the northern section of the road without assistance. The Act of the Dominion Parliament, of last Session, precludes the possibility of the Ontario Government giving them aid.

11. The sum of \$3,200 per mile from the Dominion Government, as was granted the Napanee and Tamworth and other roads last Session, with promised aid from the town of Sarnia, and Townships of Sombra and Moore, in Lambton, will enable the Company to build the road from Wallaceburg to Lake Huron.

The shareholders are fully impressed with the value and importance of their scheme and the great need of completing it to Lake Huron, thus connecting the great Lakes of Erie and Huron, through municipalities entirely without railway accommodation, and obviating the necessity for the navigation of the Flats of St. Clair, with its constantly changing channel, which is now altogether in American water.

The necessary draw-bridge over the Sydenham River, at Wallaceburg, with the requisite wharves, slips and ferries on the St. Clair River and at Lake Huron, make it an expensive road to build and its construction is entirely out of the question without the aid asked for.

I trust you will be able to recommend to your colleagues in the Government that the said sum of \$3,200 per mile be granted the said company, to assist them in this very important enterprise to the western Peninsula, upon the condition that the

road be completed to the satisfaction of your engineer, before the money shall be asked.

I append a map of the section through which the road is now built and through which the extension is proposed.

I am, Sir, very faithfully yours,

HY. SMYTH, *M.P., Kent.*

Sir CHARLES TUPPER, Minister Railways.
27th March, 1884.

ONTARIO AND PACIFIC RAILWAY.

26th March, 1884.

SIR,—Lest I may have failed to make clear the proposition which I had the honor to make to the Government yesterday on behalf of the Ontario Pacific Railway Company, I beg to submit the following :—

1. The company asks the Government to guarantee the interest upon the bonds of the company, 6 per cent. thirty years' bonds.

2. A subsidy based upon the mileage of the railway.

The bonds are divided into railway and bridge bonds ; \$1,000,000 is the sum of the latter.

The estimated cost of the line, 561 miles, at \$25,000 per mile, is.....	\$14,025,000
Bridge	2,000,000

Total	\$16,025,000
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From this deduct half cost of bridge to be paid by American Railway and Bridge Company.....	1,000,000
---	-----------

	\$15,025,000
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As security for the interest we offer :

1. Cash deposit of \$1,000,000.

2. To pay the interest upon the bonds during construction.

3. To make the interest a first charge upon the road.

Thus the Government will have as security when the line is completed, and up to that time the contractors are bound to pay the interest upon the bonds :—

Cash.....	\$ 1,000,000
Completed line.....	15,025,000
Federal subsidy.....	3,966,000

Total	\$19,991,000
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I include the Federal subsidy as a security, for the reason that it is to remain in the hands of the Government until the net, not the gross, earnings of the road are sufficient to pay the interest upon the bonded debt.

Nor must it be overlooked that every mile of the road constructed is, during construction of the line, an additional security, one-fourth more than the amount of bonds issued for each mile of railway.

The interest is also to be a first charge upon the railway. The cash deposit, the Federal subsidy, and the completed line, with all the rolling stock, stations and equipment of every kind, to be forfeited to the Government, should the interest at any time be in arrears for six months.

I have the honor to be, Sir, your most obdt. servt,

D. BERGIN, *Pres. Ont. Pac. Ry. Co.*

Hon. Sir LEONARD TILLEY, Minister of Finance.

OTTAWA, 28th March, 1884.

MY DEAR SIR CHARLES,—Referring to our conversation of this evening, and your assurance that the Government could not grant any aid to the Ontario Pacific Railway, permit me to call your attention to the original project, which was—a line from Cornwall to Perth, 82 miles, through the head of our eastern counties, and a branch line from South Finch due north to Ottawa, 35 miles, in all 115 miles.

At present, to reach Ottawa from Cornwall, we are obliged to take the Grand Trunk, either west to Brockville, 60 miles, and from there the Brockville and Ottawa, 75 miles, in all 135 miles, or east to Coteau, 36 miles, and from there the Canada Atlantic, 78 miles—in all 114 miles from Cornwall to Ottawa, the located line of the Ontario Pacific being only 53 miles from Cornwall to Ottawa.

The inability of the Government to aid the through project to the Sault compels me to fall back upon the original scheme, and to ask aid for that portion of it which will best serve the interests of the larger portion of the St. Lawrence River counties, I mean the line from Cornwall to Perth, 82 miles, trusting that another year the Government may, perhaps, see their way to assist the construction of the 35 miles from South Finch to Ottawa, should we be unable to accomplish it otherwise.

Aid to the extent of \$6,000 per mile, with the municipal aid we are promised, and the sale of bonds will enable us, I trust, to build from Cornwall to Perth, and will be of incalculable benefit to Eastern Ontario, giving to the farmers cheap, convenient and rapid access to markets.

I may be permitted to observe that neither our counties or any other county in Eastern Ontario have ever received one dollar of railway aid from the Federal Government, and when I contrast the small sum we now ask, about half a million of dollars, with the sums granted to other parts of Ontario, I trust our request may not be considered excessive. There are many villages in our counties that, within a couple of years, through the construction of this railway, would become thriving and populous towns, such as Inkerman, Chesterville and West Winchester, in the County of Dundas; South Finch, Berwick, Chrysler, Newington and Harrison's, in the County of Stormont. All these villages are now without railway communication with any point, and should the aid asked for not be accorded—some material aid having been confidently effected by the counties—there will be a feeling of deep disappointment, as there is no other quarter than this Government to which we can look for aid.

Yours very faithfully,

D. BERGIN.

KINGSTON AND PEMBROKE RAILWAY COMPANY.

OTTAWA, 14th February, 1884.

DEAR SIR,—Referring to the interview which we had the honor to have with you to-day in reference to securing a bonus for the proposed extension of the Kingston and Pembroke Railway to the Village of Westport, in the County of Leeds, we beg most respectfully to submit:

1st. The Kingston and Pembroke Railway obtained a charter from Bedford Station on main line to Westport, a distance of about seventeen miles.

2nd. That the directors of said K. & P. R. R. secured said charter with the direct understanding from the residents of the Townships of Bedford and North Crosby that they would assist in the building of said branch by granting bonuses.

3rd. That the said townships did submit by-laws to the respective municipalities granting bonuses to said branch line amounting to \$32,000, which bonuses were supplemented by private subscriptions to the amount of \$2,000 and free gift of terminal facilities.

4th. Taking the financial situations of the townships into account the above are very liberal bonuses.

5th. That the residents of these townships have labored under great difficulties for many years in being obliged to draw their produce a distance of from thirty to fifty miles to the nearest markets.

6th. That by building this branch several very valuable mines of iron and phosphates and lead ores will be developed.

7th. That the County of Leeds has a strong claim, being one of the oldest in Ontario, and never having received a grant from Government in aid of any public improvements.

8th. That by the building of this branch direct communication will be had with the Canadian Pacific Railway, which is a matter of great importance to the inhabitants of these municipalities.

9th. That the estimated cost of the branch line is about \$16,000 per mile.

10th. That the Kingston and Pembroke Railway Company have agreed, if bonuses are secured to the extent of \$7,000 or \$8,000 per mile, to build and operate said line.

11th. That the residents of these townships have exhausted all their resources available in contributing \$2,000 per mile, their only hope is that the Federal Government will come to their relief and grant the sum of \$5,000 dollars, thereby placing the inhabitants of these localities upon equal footing with those of adjoining counties. Hoping that you will, at your earliest possible convenience, take the matter into favorable consideration and obtain for us the relief asked.

We have the honor to be, your obedient servants,

MGR. J. J. FARELLE, Adm. Diocese of Kingston.

M. J. STANTON, Parish Priest, Westport, Leeds Co.

CHARLES M. WILLIAMS, P.P. Lennox, Frontenac & Addington.

H. WHELAN, Reeve of North Crosby.

JOSEPH ROGERS, Reeve of Bedford.

W. H. FREDENBURG, } Township Council.

H. W. LOCKWOOD, }

E. G. ADAMS, }

JOHN P. FOLEY, }

GEORGE JEACLE, Treasurer.

WM. DIER.

GEO. TAYLOR, M.P., South Leeds.

JNO. N. BELL, M.P., Addington.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

KINGSTON, 4th March, 1884.

To the Hon. Sir Charles Tupper, Minister of Railways and Canals :

The Kingston and Pembroke Railway Company,

Respectfully shows :—

The company was chartered by the Dominion Legislature to build its line from Kingston to Pembroke.

On the fact being ascertained that the company's line, from a point near Renfrew to Pembroke, would run close to the line of the Canada Central, now the Canadian Pacific Railway, an arrangement was entered into, granting running powers to the company, over said Canadian Pacific Railway, from said point near Renfrew to Pembroke.

Subsequently additional running powers were secured to the company over said Pacific Railway, from Pembroke to Lake Nipissing, and also traffic arrangements by which proper despatch and care were insured for the company's passengers and freight to the Sault Ste. Marie and Lake Superior at rates to be agreed upon or settled by arbitration.

The company's line is completed, with trains running from Kingston to Calabogie Lake, on the Madawaska River, in Bagot, about eighty-eight miles.

From the point last mentioned to the crossing of the river, the heaviest work on the line is being encountered, estimated to cost \$75,000 and over, in a distance of about a mile and a-half.

Municipal and Provincial aid have been granted, from Kingston to the crossing of the Madawaska River. Without such aid the construction of the line would have been altogether impossible, the greater portion of the distance being unsettled, and the whole through an exceedingly rough country, in which the cost of construction was largely increased by the heavy granite ridges running at right angles to the general direction of the line.

From the Madawaska River to Renfrew, about fifteen miles, work is going on, but no municipal or Government aid is available to assist in the completion of this distance.

The company's line will be the connection for Central Ontario and the City of Kingston with the national highway—the Canadian Pacific Railway—and until the connection of a line north from Gravenhurst, will, together with the Ontario and Quebec Railway, be the connection for Western Ontario also.

The company therefore requests, in order to enable it to expedite the heavy work now on hand, and to complete the line to Renfrew in a substantial manner with steel rails during the present year :

That aid from the Dominion of Canada may be granted for the fifteen miles above mentioned, from Madawaska River to Renfrew, at the rate of \$4,000 per mile.

And as in duty bound, will every pray.

C. F. GILDERSLEEVE, *President Kingston and Pembroke Ry. Co.*

NORTH CROSBY, 25th February, 1884.

To the Hon. Sir Charles Tupper, Minister Railways.

The undersigned inhabitants of the Township of North Crosby, in the County of Leeds, and Province of Ontario,

HUMBLY SHOWETH :—

That in the month of December last past, after very considerable influence brought to bear in that behalf, a "by-law" granting aid to a branch of the Kingston and Pembroke Railway, to the extent of \$25,000, was passed by the said Township of North Crosby.

That your petitioners contend that the said branch railway, if built, will only enter one side of said township, for a distance of about three miles, and will not be of any material benefit or advantage to a large share of the said township.

That the advantages, if any, to be derived from the construction of the branch railway, is entirely out of proportion to the said grant, and that the ratepayers of the said Township of North Crosby are not able to bear the burden imposed on them by the said grant.

That your petitioners represent the largest part of the assessable property of said township, and that said by-law was carried by the vote of the small ratepayers of the said township, with few exceptions.

That in our opinion, before very long, a railway will be constructed running from the Town of Brockville, in the County of Leeds, through the Township of North Crosby, to the Village of Westport, in said county, and thence in a northerly and westerly direction, through other counties and districts, to the shore of the Georgian Bay, and from there to Sault Ste. Marie, which railway would be, no doubt, a lasting benefit to the Township of North Crosby as well as other townships through which it would pass.

That the facilities for shipping afforded by the Rideau Canal, which runs through the Township of North Crosby, is more advantageous than a branch railway.

Your petitioners, therefore, pray that you will be pleased not to recommend any Government aid to the said railway company, and as in duty bound your petitioners will ever pray.

Martin Knapp,
Oliver McNally,
Richard Grattier,

John Barker,
Harvey Knapp,
and 103 others.

NORTH CROSBY, 25th February, 1884.

To the Hon. Sir Charles Tupper, Minister of Railways.

The undersigned inhabitants of the Township of North Crosby, in the County of Leeds and Province of Ontario,

HUMBLY SHOWETH:—

That in the month of December last passed, after very considerable influence brought to bear in that behalf, a by-law granting aid to a branch of the Kingston and Pembroke Railway, to the extent of \$25,000 was passed by the said Township of North Crosby;

That your petitioners contend that the said branch railway, if built, will only enter one side of the township for a distance of about three miles, and will not be of any material benefit or advantage to a large share of the said township. That the advantages, if any, to be derived from the construction of the branch railway is entirely out of proportion to the said grant, and that the ratepayers of the said township of North Crosby are not able to bear the burthen imposed on them by the said grant.

Your petitioners therefore pray that you will be pleased not to recommend any Government aid to said railway company.

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

Martin Knapp,
Harvey Knapp,

Oliver McNally,
Abraham Bell,

and thirty-one others.

RAILWAY AND BRIDGE BETWEEN JACQUES CARTIER UNION RAILWAY JUNCTION AND ST. MARTIN'S JUNCTION.

NORTH SHORE RAILWAY, GENERAL MANAGER'S OFFICE,

MONTREAL, 28th January, 1884.

MY DEAR SIR,—It seems to me an opportune time to apply to the Government for assistance in aid of the construction of the Jacques Cartier Union Railway.

The line is now a railway under the Federal Government. It has been built, as you are aware, under an agreement with this company, from Lachine bank, on the Grand Trunk Railway, to a point on the Canadian Pacific near Sault aux Recollets, in accordance with a charter passed by the Quebec Legislature.

This piece of railway, although completed for nearly two months, has been unavailable for traffic, in consequence of the objections raised by the Canadian Pacific Company to the exercise of the running power rights, which it is contended this company possesses over the line between St. Martin's Junction and Montreal, and intervening points.

The matter is now before the courts, but whatever the issue may be, it will become necessary, I am quite sure, in the interests of the merchants of Quebec and people living along the north shore, to have independent communication, and to this end it will be necessary, probably, to extend the line to St. Vincent de Paul, and construct another bridge over the river.

I think that the Jacques Cartier Company are entitled to some consideration at the hands of the Government for the work they have performed, and to encourage

the company to extend the line as suggested, and also a bonus towards the construction of a bridge, which will be an expensive piece of work.

You will remember that the Canadian Pacific Company were allowed, in the sale of the Western Section of the road, \$100,000 by the Quebec Government for the construction of a connecting link between their line and the Grand Trunk, *which they have never carried out.*

The Jacques Cartier Company has done this work; it is a line solely in the interest of the Province of Quebec, and I hope I am not out of place in asking you to bring before the Government this application on behalf of the Jacques Cartier Railway.

If there is anything more to be done, I shall be glad to receive your suggestions.

Yours faithfully,

W. WAINWRIGHT, *General Manager.*

Sir HECTOR LANGEVIN.

NORTH SHORE RAILWAY, GENERAL MANAGER'S OFFICE,

OTTAWA, 1st February, 1884.

SIR,—I have the honor to send you herewith the petition of the Jacques Cartier Railway Company. For your information I may add the following:—

This line has been constructed for seven miles, to a junction with the Canadian Pacific Railway, near to Sault au Recollet, and a connection made, as provided for by order of the Railway Committee of the Privy Council.

This work has been completed for about two months, but is unavailable for traffic, inasmuch as the Canadian Pacific Company will not allow the North Shore Company to exercise their running powers, in order to handle the business passing to and from the North Shore Railway and the Jacques Cartier line.

It is believed that however the courts may decide the legal questions now before them, the difficulties that will be placed in the way of transferring traffic between the Jacques Cartier line and the North Shore Railway will be of such a character as to make the seven miles already constructed of little or no value to the people residing on the north shore of the St. Lawrence.

That it is essential, if possible, independent communication should be afforded to the people of Quebec and those living along the district traversed by the North Shore Railway, and this can be done by continuing the Jacques Cartier line to St. Vincent de Paul and building another bridge across the Back River.

This would give unbroken communication for the passage of traffic to and from the west, east and south, but it necessitates a very heavy expenditure, from which the Jacques Cartier Railway would derive little, if any, additional benefit, and would be *mainly, if not solely,* in the interest of the Province.

The total length of the railway, it is believed, if the extension is considered desirable, should receive assistance from the Government to the extent of \$10,000 per mile, with a bonus towards the building of the bridge of \$100,000. Even then the company will have to find considerable money in order to carry out the work.

I may say to you that in the purchase by the Canadian Pacific Company of the western section of the Quebec Government railway \$100,000 was allowed out of the amount agreed to be paid for the construction of a link of railway to connect with the Grand Trunk, but this has never been carried out, notwithstanding the Canadian Pacific Company have retained the money for the purpose.

I may further state that I have reason to believe that if the Jacques Cartier Company undertake to continue their line next season, making an independent route to the North Shore, the Canadian Pacific Company will immediately withdraw their objections to the use of their line in the meantime and *allow* the North Shore Company to handle the traffic, pending the completion of the work.

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

WM. WAINWRIGHT, *General Manager.*

Hon. Sir CHARLES TUPPER.

The Petition of the Jacques Cartier Union Railway Company;

HUMBLY SHOWETH:—

That the Railway was chartered by the Legislature of the Province of Quebec for the purpose of affording a connection between the North Shore and Grand Trunk Railways, by which unbroken communication could be obtained for the people of Quebec and the district served by the North Shore Railway with the West, East and South.

That under the charter referred to, the Jacques Cartier Company have built seven (7) miles of railway from a point called Lachine Bank, on the Grand Trunk Railway, to a point on the Canadian Pacific Railway, near Sault au Recollet.

That although under an agreement with the North Shore Company, the latter Company has undertaken to operate the Jacques Cartier Railway, and although under the deed of sale of the western portion of the Government Railway to the Canadian Pacific Company, running powers over the line from St. Martin's Junction to Montreal, and intervening points, were secured to the Government and its assigns forever, it is, however, considered desirable that the Jacques Cartier line should be extended to the North Shore line at St. Vincent de Paul, passing through the Counties of Hochelaga and Laval.

That in order to accomplish this, an additional three (3) miles of railway will be required to be constructed, and an expensive bridge built across the river.

That the value of this link of railway to the Province of Quebec, if completed, cannot be over-estimated.

That as the Jacques Cartier Company has received no assistance from the Province of Quebec, and is now a railway under the authority of the Federal Government, it is considered that reasonable aid should be granted for that portion of the railway already constructed to a connection with the Canadian Pacific line, and a sufficient bonus allowed to enable the company to proceed with the extension of the line and the bridge necessary to be built across the river, at as early a date as possible, in the interest of the people resident on the north shore of the St. Lawrence River, and particularly Quebec City.

That your petitioners urge an early and favorable consideration of this matter. And, as in duty bound, will ever pray.

THE JACQUES CARTIER UNION RAILWAY CO.,
Per WM. WAINWRIGHT, *Vice-President*.

HOUSE OF COMMONS, CANADA.

HONORABLE SIR,—We the members whose constituents are especially interested in the settling of the Jacques Cartier Union Railway difficulty, to which your kind attention has been lately called, beg leave to recommend to your favorable consideration the petition of that railway company for aid to prolong their line to St. Vincent de Paul, in order to give, as soon as possible, to Quebec and the country on the north shore of the St. Lawrence, between Quebec and Montreal, through connection with the West and United States. Your prompt action is respectfully solicited in the interest of that large and suffering part of the country.

FRED. HOUDE,

And ten other M.P's.

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GEN. MANAGER, OTTAWA, 9th Feb., 1884.

SIR,—The communication of Mr. Houde and ten other members of Parliament, dated February, 1884, soliciting aid towards the extension of the Jacques Cartier Railway to St. Vincent de Paul, having been referred to me, I have the honor to

report that if the traffic can be carried to and from Quebec and the West without breaking up trains, by the existing lines of railway, no great necessity for a cut off would be necessary by the Jacques Cartier on the North Shore Railway on a direct line between Sault au Recollet and St. Vincent de Paul. If, on the other hand, the outlet from the North Shore Railway to the West *via* the Jacques Cartier Railway for a through train service is cut off, then I consider the direct link proposed between Sault au Recollet and St. Vincent de Paul is important, especially for the trade of the north shore of the St. Lawrence, below Montreal.

I am, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer and General Manager.*

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

Moved by the Rev. Philippe Beaudet, Curate of the Parish of St. Laurent, Francois Leonard, J.P., and Augustin Jasmin, ex-Mayor, and seconded by Councilors Benjamin Goyer and J. Bte. Langevin *dit* Lacroix :

That the Jacques Cartier Union Railway, which was begun in September last, and finished and completed at a cost of over \$150,000, and which was inaugurated on the 15th December last, is for the farmers of the north shore, from Quebec to Montreal, a new channel of direct communication with the West and the United States at all seasons of the year, and that it is with regret that the electors of Jacques Cartier County have seen the difficulties existing between the Canadian Pacific Railway Company and the North Shore Railway, concerning the fusion of this new line with the North Shore Railway, which has caused, and is causing, great damage to the trade and business of Jacques Cartier County.

Moved by the Rev. Louis Geoffrion, Superior of the College of St. Laurent, and David Miller, merchant, and seconded by Pris. Lecavalier, sen., and Hormidas Trudeau :

That it is a matter of public interest that the Federal Government do intervene to settle these difficulties which prevent the merchants on the line of the North Shore from receiving directly the products of the West, the farmers between Three Rivers and Montreal, from forwarding directly their merchandises to the New England States, their ordinary market, causing thereby great loss and considerable damages.

Moved by Joseph Israel Lecavalier, M. D., Jos. Hubert Deguire, Manager of the College of St. Laurent, and seconded by Rafael Jasmin and Fermin Hudon :

That the Federal Government, in settling this important question, would render an immense service to the Jacques Cartier County, inasmuch as the construction of the Jacques Cartier Union Railway has promoted new industries and causes trade to be carried on on a larger scale, and creates a greater prosperity than in the past.

Moved by Alex. R. Pinet, M. D., and J. Bte. Lecours, President of the Agricultural Society of the County of Jacques Cartier, and seconded by Frs. X. Lecavalier, jun., and Arthur Lemere :

That in case the Federal Government should not come to a decision for the settling and termination of the obstacles between the Canadian Pacific Railway Company and the Jacques Cartier Union Railway Company, then that the Federal Government do grant to the latter a subsidy of \$12,000 per mile, up to St. Vincent de Paul, and \$200,000 for the construction of a railway bridge over Rivière des Prairies, in order to continue the Jacques Cartier Union Railway to St. Martin, to be there joined with the North Shore Railway.

Moved by Frs. Deguire and Jeremie Larivière, Chief Church-warden, and seconded by Guillaume Lecavalier, jun. and Alex. Beaubien :

That copies of these resolutions be transmitted to the Minister of Railways, and that the newspapers of the City of Montreal be asked to publish the same.

ST. LOUIS TO RICHIBUCTO RAILWAY.

HOUSE OF COMMONS, 31st January, 1884.

MY DEAR MINISTER,—I cannot to strongly urge upon you the recommending to your colleagues of the granting of the subsidy asked for, by the resolution of the Municipality of Kent, to the proposed branch railway from the present "Kent Northern" to St. Louis, which resolution I send herewith. When so much is being done elsewhere for railways, my constituents will not feel fairly treated if this and another important projected railway from Moncton to Buctouche be not subsidized by the Government.

Hoping to receive a favorable answer to forward to my constituents,
I remain, dear Sir, your obedient servant,

A. P. LANDRY.

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

At a meeting of the Municipality of the County of Kent, in the Province of New Brunswick, in general session, convened 4th January, A.D. 1884, the following resolution was unanimously adopted:—

"Whereas, the St. Louis and Richibucto Railway Company have entered into a contract with a competent and responsible party to construct the line between the Town of Richibucto and St. Louis, a distance of seven miles, and whereas, the line can be only completed by the assistance, in the way of a money subsidy, from the Dominion Government, to the extent of \$3,200 per mile, the same as afforded to a number of branch lines in the Province by the Act of last Session ;

"Therefore, resolved, that the Dominion Government be earnestly requested to grant, as soon as possible, the sum of \$3,200 per mile, which, with the subsidy from the Local Government, would ensure the early and successful completion of a line of railway, and thereby promote the interests of a large section of the people of Kent.

"Resolved, that a copy of this resolution, signed by the Warden and Secretary of the Municipality, be forwarded to the Hon. P. A. Landry, our representative in the Dominion Parliament.

"ANDREW DUNN, *Warden*."GEO. McINERNEY, *Secretary*."

I recommend the granting of the prayer of the within resolutions as to aid to the proposed branch railway. It is in reality the continuation of the Kent Northern, now in operation from the I. C. R. to Richibucto, to St. Louis.

P. A. LANDRY, M.P.

11th February, 1884.

To the Honorable Members of the Privy Council :

SIRS,—We, the authorised deputies of the St. Louis, Buctouche and Richibucto Railway Company, incorporated and subsidized 6th April, 1882, by the Legislature of New Brunswick, respectfully and confidently approach this honorable body, composing the Ministry of our great Dominion, to ask your earnest consideration in favor of a line of railway from the Town of Richibucto, in the County of Kent, to the Village of St. Louis, a distance of about seven miles.

We beg to state that, though we feel most grateful to the present Administration of Dominion affairs for the important and valuable part taken in the construction of the only line of railway in Kent County—"The Kent Northern," twenty-six miles in

length—we feel that our industries and commerce generally, claim further consideration.

Our Local Legislature, whilst in Session, in 1882, took into consideration the position of our county, and voted a subsidy of \$3,000 per mile for the above mentioned railway line, no doubt expecting that the Dominion Government would further encourage the enterprise.

Our present representative, the Hon. Peter Landry, as Commissioner of Public Works in New Brunswick at the time, gave his valuable support to the scheme, and we are pleased and gratified to verify that he is most sanguine to see our efforts crowned with success.

According to the provisions of the Act incorporating the said company, a stock list has been opened and largely signed, the directors chosen, and a contract passed with J. C. Brown, Esq., for the construction of the line, starting from Richibucto Town to the Village of St. Louis. This line is simply an extension of the Kent Northern seven miles north, and thus naturally recommends itself as feasible, inasmuch as it will require no special rolling stock to it, the one on the Kent Northern answering the purposes.

Further, it is the interest of all parties concerned and justification of both Governments to have subsidized railways proving productive of most valuable results. The extension of the Kent Northern to St. Louis would materially improve its future prosperity, and materially become a more abundant feeder to the I. C. R., St. Louis, village and parish, as situated on the Kouchibougnacis River, the village being but five miles from the gulf; a college and a convent, patronized by students from all parts of New Brunswick, have been established near and about the terminus of the proposed line of railway.

There are three large saw mills and two grist mills within the area of this parish, and four miles further north, where George McCleod, Esq., does his chief business. There is another saw mill and a large lumber trade and shipbuilding is there carried on. Fifteen million feet of lumber has been manufactured in those mills in the last season. All the extensive fisheries from Miramichi Bay to St. Louis would be greatly benefitted by this branch of railway, as it would enable the fishermen to bring their fish fresh to market by the most expeditious manner. Bark, sleeper, smelt, oyster trade, &c., &c., would be much promoted thereby, and the educational institutions of the place, as well as public interest generally, would receive a new impetus.

Considering on the one hand the many advantages procured by the construction of this branch, and on the other the trivial amount requested for its realization, we are satisfied and feel quite confident that you will grant us a subsidy of \$3,200 per mile for its final completion.

The granting of this amount will assure its construction, and will afford much gratification; whilst a refusal will jeopardize the enterprise and deprive Kent of the local subsidy granted for said road, much to the disappointment of all interested.

We may here state that whilst other branches subsidized by your Government still continue to annoy your Department with various deputations to settle their intestine difficulties, we can assure you that we will be satisfied with the subsidy requested, and pledge ourselves that we will not further trouble you in future in the matter.

This undertaking meets with no opposition from any quarter; it is a popular scheme, and we are as yet to hear a single word of disapprobation to said enterprise.

The Councillors of the county assembled in session a few weeks ago, without a dissenting vote, passed a general resolution in favor of this proposed line to St. Louis.

The electorate of Kent County, which has, in the choice made of its representative, shown its sympathy for the present Administration in electing a man whose political tendencies were not equivocal, will be gratified should there be reciprocity on the part of the Government.

According to the contract, it is stipulated to have the road completed within a year, it is of the utmost importance to have the assurance of the subsidy as soon as possible, so as to commence work without delay.

Hoping that with additional railway facilities, Kent County may have the pleasure and honor to greet oftener the presence of dignitaries from this honorable and respectable body; and, in all confidence, leave the question in your responsible hands, being assured that as true statesmen and experienced politicians you will grant bread and not stones to your deputed petitioners.

M. F. RICHARD, P.P.,
WM. WHETEN, M.P.P.,
JOHN C. BROWN, C.E.

OTTAWA, 11th February, 1884.

ST. LOUIS, RICHIBUCTO AND BUCTOUCHE RAILWAY COMPANY.

Meeting of Saturday, 2nd February, A.D. 1884.

At a meeting of the Directors of the St. Louis, Richibucto and Buctouche Railway Company, held this 2nd day of February, A.D. 1884, at which the full Board of Directors was present, it was unanimously resolved that Rev. M. F. Richard, William Wheten, Esq., M.P.P., and John C. Brown, Civil Engineer, be appointed a delegation to proceed to Ottawa to interview the Dominion Government, with a view to obtain the subsidy of \$3,200 per mile to aid in the construction of the said railway between St. Louis and Richibucto.

Dated at Richibucto, this 4th day of February, A.D., 1884.

(Certified,)

GEO. McINERNEY,

Secretary of the St. Louis, Richibucto and Buctouche Railway Co.

By the Directorate.

HOPEWELL TO ALMA.

To His Excellency the Right Honourable Henry Keith Petty Fitzmaurice, Marquis of Lansdowne, Governor General of Canada:

To the Honourable Privy Council of Canada;

To the Parliament of Canada;

The Petition of the undersigned:

HUMBLY SHOWETH:—

That whereas a railway known as the Harvey Branch Railway, being a three mile extension of the Albert Railway—an important feeder of the Intercolonial—has been constructed and is now in operation, and whereas much greater facilities for the accommodation of the large and increasing trade and business done at the terminus of the said road, being a deep-water terminus of the said Albert Railway and Harvey Branch, in the shape of sidings, wharves, warehouses, rolling stock, &c., &c., and whereas said Harvey Branch Railway has been constructed so far by a company known as the Harvey Branch Railway Company without any assistance to said company from Parliament;

Therefore, we your petitioners humbly pray that you will, in view of these facts, and in the interest of the extension of trade and commerce grant us a subsidy of \$ for the furtherance and completion of the said road and its important public interests.

And, as in duty bound, will ever pray.

JOHN LEWIS, M.L.C.

W. J. LEWIS, M.P.P.

GAIUS S. TURNER, M.P.P.

W. H. A. CASEY, Parish Court Commissioner.

DAVID STILES, J. P.

C. F. DOW, Ship Builder.

M. STEEVES, Mayor.

GILBERT BREWSTER, J.P.

HARDING E. GRAVES, P.M.

ASCAL WELLS, Sheriff.

JAMES W. REED, J.P.

J. M. STEEVES.

GEO. A. ROBINSON, Manager Albert Railway.

ANTHONY STEEVES, Contractor.

JOHN A. BEATTY, Merchant.

H. MIDDLETON, Banker.

J. M. STEVENS, Merchant.

GIDN. VERNON, Gentleman.

ALONZO SMITH, Farmer.

G. H. SMITH, County Councillor.

EZRA BISHOP, Farmer.

ISAAC J. BREWSTER, Merchant.

ST. ANDREWS TO LACHUTE RAILWAY.

To the Honorable Sir Charles Tupper, K.C.M.G., Minister of Railways and Canals of the Dominion of Canada:

SIR,—We, the undersigned citizens of the Parish of St. Andrews, in the County of Argenteuil, have been deputed to approach you on a subject which is of the greatest interest and importance to the county, and to that portion of it in particular.

The Village of St. Andrews was, for a great number of years, the principal place of business in the County of Argenteuil. It has direct communication with the navigable portion of the Ottawa River, and was, and is still, largely resorted to, not only from other portions of the county, but also from portions of the Counties of Prescott and Vaudreuil.

That the Government of the Dominion has large works at Carillon, in the same Parish of St. Andrews, and the recently constructed Carillon dam has created most valuable water privileges, which are the property of the Government, and which would furnish power sufficient for the establishment of a large manufacturing centre.

That the construction of the Quebec, Montreal, Ottawa and Occidental Railway through the Village of Lachute, in the said county, has virtually thrown the Village of St. Andrews entirely into the back ground, and that the said railway has practically monopolized the traffic up and down the Ottawa River, even in the summer time, and that the absence of railway communication has materially diminished the value of the entire property of the parish, and altogether renders useless the valuable water powers, both of the Ottawa River, belonging to the Government, and on the North River, which empties into the Ottawa River at St. Andrews.

That the Government of the Province of Quebec, recognizing the importance of railway communication between the said parish and the Quebec, Montreal, Ottawa and Occidental Railway, at Lachute, assisted in the formation and incorporation of a company, called the St. Andrew's Junction Railway Company, for the construction of a railway between St. Andrews and Lachute, a distance of seven miles, and granted a subsidy to the said railway of 4,000 acres per mile, and that the said Government also undertook to assist in the construction of the said railway, by making important concessions to it in the way of traffic arrangements.

That in consequence of the sale of the said railway to the Canadian Pacific Railway Company, the people of St. Andrews were deprived of any further co-operation or aid by the Quebec Government. And although they have been endeavoring to induce contractors to take in hand the construction of the said railway, and have actually procured the execution of two several contracts for the purpose, yet that the work has been found too bothersome, and no material progress has been made in it.

That the County of Argenteuil is one of the oldest counties in the Dominion and hitherto has almost entirely failed to receive any assistance of any kind from the Government in any of its public works, the sole exception being the expenditure of a small sum of money in dredging the mouth of the North River, and that, seeing that the Government of the Dominion has, with great liberality and judgment, assisted in the construction of railways at various points in the Dominion, the people of the said county have determined to apply to you to recommend a small appropriation in aid of the said railway, in addition to the small subsidy granted to it by the Quebec Government.

We have, therefore, on behalf of the people of Argenteuil, generally, and of St. Andrews, in particular, to ask that you would be good enough to recommend to the Government of the Dominion, the granting of a subsidy to the said railway, in aid of the construction thereof, and we beg to assure you that such a subvention would be most gratefully received and appreciated by the people of the County of Argenteuil.

We have the honor to be, Sir, your obedient servants,
 W. OWENS, M.P.P.,
 GEO. SIMPSON, *Mayor of St. Andrews.*
 HUGH WALSH,
 N. H. CHISHOLM.

THE ST. ANDREWS JUNCTION RAILWAY COMPANY.

ST. ANDREW'S, 14th February, 1884.

SIR,—I have the honor to bring before you an application from the Board of Directors of this company, which was the subject matter of an interview with you last Wednesday, by a deputation from the County of Argenteuil. As stated in the representations then made to you, the company was incorporated and organized for the purpose of building a railway from St. Andrews to Lachute, a distance of seven miles, under arrangements with, and with the support of the Quebec Government.

Stock to the amount of \$25,000 has been subscribed in the company, and the Government have granted a land subsidy in aid of it, to the extent of 4,000 acres per mile. The estimated cost of the road, fully equipped with suitable rolling stock for a small railway, is \$100,000.

The company has, I regret to say, been so far unable to carry out its enterprise. About a mile of the road has been graded, and advantageous arrangements have been made for interchange of traffic with the Canadian Pacific Railway at Lachute. But without further assistance it has been found to be impossible to complete the railway.

I would mention that, besides the fact that this branch railway would be of service to the western portion of the County of Vaudreuil and the eastern portion of the County of Prescott, the Carillon dam has created a large and valuable water-power near the proposed terminus of the road, which water power is now the property of the Government, and would probably become a large manufacturing centre, if means of access were obtained for it, by means of the contemplated railway. In fact, no doubt, water privileges could be sold or leased in that neighborhood, within a very short time, that would greatly exceed any ordinary subsidy to the railway in question. I have, therefore, on behalf of this company, respectfully to ask that your Government will be pleased to grant a small subvention in money, to assist in the construction of this useful line of railway.

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

J. J. C. ABBOTT.

Hon. Minister Railways and Canals.

COUNTY OF ARGENTEUIL, QUEBEC, CANADA.

Lachute, 12th March, 1884.

Moved by Major Simpson, seconded by Major Dumbar:

It is resolved as follows:—

That whereas the members of this Municipal Council of the County of Argenteuil have been informed by the public press, and from the statement made to said council this day by George Simpson, Esquire, one of the Directors of the St. Andrews Junction Railway Company, that said Railway Company have, through the Honorable John J. C. Abbott, M.P. for the County of Argenteuil, presented an application for a subvention in aid of the construction of the said road, and that said application is now before Sir Charles Tupper, Minister of Railways and Canals, of the Dominion Government, and has the support not only of our Parliamentary representatives, but the active encouragement of William Owens, Esquire, our local Member, and is desired by all the citizens, ratepayers and residents of the county, therefore:

Resolved, That the Honourable Minister of Railways and Canals, be and he is hereby humbly requested to urge upon the Government of the Dominion of Canada, a favorable consideration of the application of said railway company for a subvention in aid of the building thereof to the end that such aid for the building of said railway may be granted during the present Session of Parliament, this Municipal Council of the County of Argenteuil, being of the opinion, that the said railway which will connect Lachute, St. Andrews and Carillon, will not only be advantageous to the residents of the said places, but to the commercial and agricultural interests of the entire county as well as the surrounding country.

Resolved, That a copy of this resolution signed by the Warden of the County and attested by the Secretary Treasurer of this Municipal Council, be forthwith transmitted to the Honourable John J. C. Abbott, with a request that he present the same to the Honourable Minister of Railways and Canals of the Dominion of Canada.

ALEXANDER PREDHAM, *Warden Co. Argenteuil.*

GAVIN J. WALKER, *Secretary Treasurer Co. Argenteuil.*

OTTAWA, 15th March, 1884.

SIR,—I have the honor to enclose a resolution of the County Council of the County of Argenteuil, praying for the aid for the construction of a line between Lachute and St. Andrews *via* Carillon, respecting which I have had the honor to submit applications to you. I venture again to ask a favorable consideration for this application.

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

J. J. C. ABBOTT, M.P.

Hon. Minister Railways and Canals.

GRAND PILES TO LAC DES ILES RAILWAY.

Translation.

OTTAWA, 19th March, 1884.

SIR,—I have the honor to enclose herewith a map showing the proposed line of the Lower Laurentian Railway.

Relying upon the steps that we have taken, we venture to hope that you will recognize our just claims by granting us \$3,200 a mile.

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

HYP. MONTPLAISIR.

HON. SIR CHARLES TUPPER, Minister of Railways.

WESTERN COUNTIES—ANNAPOLIS TO DIGBY RAILWAY.

OTTAWA, 25th March, 1884.

SIR,—The present is to place before your Government the request of the "Western Counties Railway," for a cash subsidy sufficient to complete the projected undertaking of that company.

This company undertook the completion of a railway from Yarmouth to Annapolis a distance of eighty-six miles.

The Nova Scotia Government granted a bonus of \$6,500 per mile.

The Dominion Government granted by Statute 16-37 Vict., a free gift of the Windsor Branch Railway.

The Municipality of Yarmouth gave \$100,000 in cash.

The shareholders or projectors of the undertaking furnished about one quarter of a million of dollars.

The balance of funds required to build and equip the road was to be raised upon a mortgage of the whole property of the company, i.e., the road between Yarmouth and Annapolis and the Windsor Branch.

Work was commenced in 1873, and in pursuance of the original plan, means were adopted to procure money upon first mortgage bonds. The plan was frustrated by the Windsor and Annapolis Railway Company, which company claimed that under and by virtue of an agreement made by them with the Government of Canada, dated 22nd September, 1871, the Windsor and Annapolis Railway Company had exclusive running powers over the Windsor Branch for a term of years, expiring in 1893; and that the Government had no power to cancel such agreement to the injury of Windsor and Annapolis Railway Company.

This view of the case at once stopped all negotiations for money and left the Western Counties Railway Company to rely solely upon the Provincial subsidy and local capital.

A suit was commenced in the Nova Scotia courts, carried to the Supreme Court and then to the Privy Council—the decisions in each case being the same, viz:—That the agreement of Sept., 1871, was in every respect binding upon the Government of Canada.

Now the present position of the Western Counties Railway, is this—

Road open from Digby to Yarmouth, 68 miles.

Road graded between Annapolis and Digby, 18 miles.

Cost of completing road from Annapolis to Digby \$600,000.

Cost of ballasting road, Yarmouth to Digby, \$60,000; filling in wooden trestle work, \$60,000.

After the complete break down of the case of W.C.R. Co., the N.S. Government gave further assistance by guaranteeing interest on £90,000 of first mortgage bonds, taking possession of bonds and selling them from time to time and expending proceeds under direction of Provincial Engineer, of these bonds £50,000 are sold, remainder are in possession of N.S. Government.

The claim of the Western Counties Railway for the assistance of your Government is, that the work would not have been undertaken but for the valuable gift of the Windsor Branch Railway.

That the railway cannot be utilized by the Western Counties Railway Company until after 1893, and that a certain clause in the agreement reading, "This agreement shall take effect on the 1st of January, 1872, and continue for twenty-one years, and be then renewed on the same conditions as may be mutually agreed on"—is a very serious hinderance to capitalizing the value of the Windsor Branch as a means of completing the undertaking of the Western Counties Railway Company.

That the whole undertaking must fall through unless your Government render assistance.

That as the Provincial aid has been exhausted, nothing more can be looked for in that direction.

That there are no other resources from which aid can be looked for excepting from the Government of Canada.

That assisting this road would add another feeder to the Intercolonial Railway.

You will observe that Yarmouth may justly be considered a terminal point in the Maritime Provinces.

We have a large West India trade and a direct trading intercourse with Great Britain, and without the link we are now shut out from all the railway system of Canada and the United States.

The 18 mile gap leaves us comparatively outside of civilization.

I trust that your Government may deem it wise and prudent to render this company the needed assistance.

I am yours,

J. R. KINNEY.

Hon. Sir CHARLES TUPPER, Minister of Railways.

BAIE DES CHALEURS—CARAQUET TO SHIPPIGAN.

OTTAWA, 11th February, 1884.

SIR,—I have again to ask your attention and consideration, to the proposition of building a line of railway from the "Intercolonial" to Shippigan Harbour.

As you are aware, Parliament during last Session granted aid to this road to the extent of \$3,200 per mile, for thirty-six miles.

At the time such aid was granted, the length of the proposed road was estimated at forty-five miles.

Since then, the route has been surveyed and a line located, and it has been ascertained that the length of it is sixty miles. This can be shown by the plan and profile now in my possession here.

To enable the company to carry out the undertaking and build the proposed Railway, at an early day and in a proper and efficient manner, additional assistance is needed by them.

I have now, therefore, to ask that you will recommend that a subsidy be granted for the remaining twenty-four miles.

I am sure it is not necessary for me to again point out to you how important it is, not only to Gloucester but to the whole Dominion, that this railway should be built, and that, with the least possible delay.

I believe you are quite familiar with all the facts that can be recited in support of its claims on the consideration of your Government.

I will merely press on your attention the fact that the Intercolonial Railway will have no better feeder.

The knowledge that the proposed line has very strong claims, emboldens me in applying for further aid.

In the hope that it will receive such.

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

K. F. BURNS.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 25th February, 1884.

SIR,—Referring to the communication which I had the honor of addressing you recently, wherein I asked for further aid for the proposed railway from the Intercolonial to Shippigan, I now beg to enclose you a statement, showing the fish, farm, lumber, grindstone, and other products; and the population of that part of the County of Gloucester through which the said road would pass, and which would be served by its construction. Also the report of D. W. Brome, Esq., the engineer who had charge of the survey and location of the line.

A reading of these papers will, I trust, confirm the conviction which I am sure you must have formed, both as to the great interests the proposed line would serve, locally, and the great increase of traffic which would accrue to the Intercolonial Railway from the opening of it.

Large as the present productions are, they would be increased enormously by the facilities which the contemplated road must afford.

The fishing industry would, I am confident, assume immense proportions, that business being now carried on under great disadvantages.

The great bulk of the products referred to in the enclosed statement would have to pass over the Intercolonial to reach a market.

Soliciting an examination of the authentic figures which I submit for your consideration,

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

K. F. BURNS.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

STATEMENT of the Fish, Farm, Lumber, Grindstone and other Products, and the Population of that portion of the County of Gloucester which would be served by the construction of the proposed Railway from the Intercolonial to Shippigan.

	1882.		
	Quantities.	Tons.	Value.
			\$
<i>Fish</i> —Salmon	Lbs. 111,952		
Smelt	" 729,926		
Bass	" 44,380		
Trout	" 48,000		
Lobsters, canned	" 3,324,386		
Mackerel do	" 21,208		
Cod, Hake, &c.....	" 3,400,600		
Herring	Brls. 14,880		
Mackerel.....	" 993		
Alewives.....	" 870		
Oysters	" 3,027		
Eels	" 381		
Miscellaneous	" 2,000		
<i>Estimated</i>		7,000	700,000
<i>Farm</i> —			
Grain.....	Bush. 200,000		
Roots, Miscellaneous.....	" 100,000		
Potatoes	" 550,000		
Hay.....	Tons. 12,000		
		35,000	500,000
<i>Lumber</i> —			
Deals, Boards, &c.....	Sq. Ft. 10,000,000		100,000
Timber, &c.....	Tons. 1,000	13,000	
Grindstones	" 5,000	5,000	50,000
<i>Population</i>	18,000		
Total		60,000	1,350,000

OTTAWA, 14th March, 1884.

At a meeting of the supporters of the Government from the Maritime Provinces, held this day, the following members being present, viz. :—Messrs. Foster, Daley, Wood, McDonald, Moffat, Tupper, McDougald, Landry, Cameron, Wallace, Hacket, Woodworth, Allison, Paint, Dodd and Burns. The following Resolutions were unanimously adopted, viz. :—

"Resolved, That in the opinion of this meeting the proposed line of railway from the Intercolonial, near Bathurst, to Shippigan Harbor, in the County of Gloucester, in the Province of New Brunswick, would open up and develop great fishing, farming, lumbering, and other industrial wealth, and would give to the Intercolonial Railway a very considerable increase of traffic;" and further

"Resolved, That in the opinion of this meeting it is most desirable that the Government should secure the prompt construction of this most important work, by obtaining from Parliament further aid towards it, to the extent of \$3,200 per mile, for the twenty-four miles, necessary to make up a subvention for the full distance of sixty miles.

Certified copy.

GEO. E. FOSTER, *Chairman*.

It was ordered that a copy of the foregoing resolutions be sent to the Minister of Railways.—G. E. F.

MTAPEDIAC TO PASPEBIAC.

OTTAWA, 26th February, 1884.

SIR,—I beg herewith to enclose a petition on behalf of the Baie des Chaleurs Railway Company, asking for an increase of the subsidy voted last Session, from three thousand two hundred to six thousand dollars per mile.

As you are personally aware of the importance of this line of railway, I trust, Sir, that you will be pleased to give your support to this demand, before the Honorable the Privy Council of Canada.

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

L. J. RIOPEL.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

BAIE DES CHALEURS RAILWAY.

The Board of Directors of the Baie des Chaleurs Railway Company respectfully submit:—

That they have memorialized the Honourable the Privy Council of the Dominion of Canada, asking them to take into consideration the special importance of this line of railway to colonization and trade, and the further development of our fisheries, as set forth, and as a direct and important feeder of the Intercolonial Railway, asking them if they will be pleased to grant a subsidy of six thousand dollars (\$6,000) per mile of road from Metapedia, on the Intercolonial, to Paspebiac, say a distance of one hundred miles.

That upon this demand a sum of three thousand two hundred dollars (\$3,200) per mile has been voted by Parliament at its last Session.

That they, with a view of pushing this important undertaking to a successful issue, entered into negotiations with capitalists, who have expressed great interest in the enterprise, but who assert that this aid to the road is not sufficient, and that they are ready to undertake the construction of the road, if the Government will increase that subsidy to six thousand (\$6,000) per mile.

That since the last Session of Parliament the whole right of way has been acquired by the company, the whole line has been finally located, and all preliminary works completed.

That the proposed road is of great importance to this Dominion, for the following reasons:—

1st. Because this line of railway, when completed, will extend from Paspébiac, a fine seaport, to Metapédia, on the Intercolonial, and will thus cause a large trade to be carried on, all the year around, between the whole district of Gaspé and the Maritime Provinces, on the one side, and all other parts of Canada westward.

2nd. As it will give railway communication to a population of forty-seven thousand (47,000) inhabiting the most fertile lands in Quebec.

3rd. As it will open for settlement an area of five millions (5,000,000) of acres of very eligible lands, and will give new impetus to the large lumbering trade of that district.

4th. As it will very materially contribute to the development of our fisheries in the Gulf of St. Lawrence, the wealthiest in the world, by affording greater facilities to forward, daily, all kinds of fish to all parts of this Dominion, and to foreign markets *vid* the Intercolonial and Halifax.

They further represent that the section of the country to be traversed by the road is progressing rapidly, notwithstanding the great disadvantages arising from the want of communication with the Intercolonial Railway during the winter months.

The enclosed statement of the products of the District of Gaspé, taken from the census of 1871, and that of 1881, clearly demonstrates the importance of this line, in view of the further development of our fisheries, agriculture and lumbering operations.

The building of this road will bring a large accession to our rapidly increasing population, and will very materially contribute to the enlargement of our trade, and to our national wealth.

By order of the Board of Directors.

QUEBEC, 20th February, 1884.

We, the undersigned members of the House of Commons of Canada, respectfully recommend that the subsidy to the Baie des Chaleurs Railway be increased from \$3,200 to \$6,000 per mile :—

P. Fortin,
Alph. Desjardins,
Charles H. Tupper,
Louis Robitaille,
D. B. Woodworth,
L. J. Riopel,
J. A. A. M. Ouimet,
D. Bergin,
S. Labrosse,
P. B. Benoit,
J. A. R. Homer,
P. E. Grandbois,
Alex. Robertson,
Robert Moffat,
L. L. L. Desaulniers,
J. W. Bain,
Joseph Bossé,
Joseph Tassé,
P. White,
H. Kranz,
J. G. Haggart,
M. K. Dickinson,
Charles E. Hickey,
Thomas White,
John White,
John McDougald,
F. Dupont,
T. Coughlin,
John Small,

L. J. Fréchette,
J. A. Gagné,
James Beatty,
L. J. Billy,
Geo. Guillet,
E. O. Cuthbert,
R. Tyrwhitt,
N. Shakespeare,
H. Hurteau,
C. B. Blondeau,
Thomas McGreevy,
Simon X. Cimon,
N. C. Wallace,
George Hillard,
Lewis Wigle,
D. O. Bourbeau,
Ph. Landry,
F. Dugas,
C. A. Lesage,
J. J. Curran,
A. Pinsonneault,
Hyp. Montplaisir,
Joseph N. Bolduc,
J. Royal,
E. Cochrane,
G. A. Gigault,
L. McCallum,
Edward Guilbault,
G. Amyot,

J. J. Hawkins,
D. Girouard,
John Wallace,
Alex. McNeill,
Hugh McMillan,
Thomas Farrow,
L. H. Massue,
P. V. Valin,
George Taylor,
F. J. Barnard,
James Reid,

F. Vanasse,
John F. Wood,
Fredk. de St. C. Brecken,
Fred. Houde,
Thomas Temple,
J. G. H. Bergeron,
D. W. Gordon,
Robert Hay,
J. C. Patterson,
D. McMillan.

MIRAMICHI VALLEY RAILWAY.

HOUSE OF COMMONS, OTTAWA, 5th March, 1884.

DEAR SIR,—The Dominion Government, with the sanction of Parliament, at its last Session was pleased to provide a subsidy, at the rate of \$3,200 per mile, for a portion of the Miramichi Valley Railway which it is proposed to build in order to connect the City of Fredericton, N.B., with the Intercolonial Railway system at Miramichi; and I now have the honor to request that you will be good enough to take into your immediate and favorable consideration the granting of a subsidy for the remaining portion of that line, viz:—From Fredericton to a point of Junction with the part already subsidized.

The portion of the line for which a subsidy is now asked will pass through a very fine, fertile, and thickly populated district, where both farming and lumbering operations are carried on to such an extent as to ensure a large amount of traffic for the line, and it is of the utmost importance that railway accommodation should be provided for this district with all possible speed. The completion of the Miramichi Valley Railway will confer vast benefits upon the counties of both York and Northumberland, and I would therefore respectfully request that the matter may receive your cordial support, and that you will make your most favorable report to the Government thereon, urging the granting of a subsidy.

I would beg to suggest that so far as practicable the subsidy be granted on the line already chartered by the Local Government of New Brunswick.

I have the honor to be, Sir, yours faithfully,

THOS. TEMPLE.

Sir CHARLES TUPPER, Minister Railways and Canals.

DERBY STATION TO INDIAN TOWN (INTERCOLONIAL RAILWAY BRANCH.)

OTTAWA, 7th March, 1884.

SIR,—We, the undersigned, beg to call your attention to the location of the railway for which a subsidy was granted last Session, from the Intercolonial Railway at the crossing of the Miramichi to Morans' Settlement, and which it is intended may eventually be extended to Fredericton.

The Parliament of Canada at its last Session voted \$3,200 a mile to subsidize the road from the Intercolonial to Moran's Settlement, a distance of about thirty-two miles.

The Local Parliament of New Brunswick has granted a subsidy between Fredericton and Miramichi to the extent, it is supposed, of about \$3,000 per mile.

In the location of the road a difference has arisen amongst the residents of the county as to where that should be, and as certain parties interested in a southern

route have had a survey made on the south side of the river, it was thought desirable to have a survey made on the north side of the river, the place where the road was always intended to be built.

The vote of last Session was granted on the application of R. R. Call, one of the undersigned, as President of the Miramichi Valley Road, now the Northern and Western, and it was only after that vote was under consideration that any agitation was created to have the road located, otherwise than on the north side of the South-West Miramichi River.

The road on that side of the river passes through a continuous settlement extending the whole distance to Blackville Village, a distance of about twenty miles, and comprises one of the best and most populous settlements in the whole county.

It would run through the Parishes of South Esk, Derby and Blackville, and in its continuation towards Fredericton, in the said county, through the parishes of Blissfield and Ludlow.

It would also largely serve the populous parish of North Esk, one of the largest and most extensive lumbering sections in the whole country.

The lumbering interest, which is the chief industry of our county, mainly exists in the parishes of North Esk, South Esk, Blackville, Blissfield and Ludlow. The whole of these parishes would be largely served by the location of the road on the north side of the river, while the line on the south side of the river, which is contended for by some of the people of the county, only leaves the Intercolonial at the Chatham Junction, where they desire to have it, runs through the parish of Nelson until it enters the parish of Blackville, near a point common to both lines. The road through almost the whole of that distance, runs through a section of country, so far as quality of land is concerned, not so advisable for settlement as the north side; fewer inhabitants and settlers, and much less commerce, except as to the settlement of Barnaby River which it crosses. In the first case the line within the distance stated, would give accommodations to four parishes, with a numerous population, whereas in the other case, it would give accommodation to but one, and would run through a sparsely populated section of that one, and a very small portion of another. The export of lumber from the port of Miramichi, comprising about 137,000,000 feet, has its source of supply mainly in the parishes lying on the north of the north shore line, while the timber supply on the south side only produces from 8,000,000 to 10,000,000 feet a year, exclusive of Barnaby River, which latter is already intersected by the Intercolonial Railway.

The industries along the two lines may be classed thus, commencing at Wilson's Point: There is a continuous settlement, as already stated, for about twenty miles, in which are established the extract factory of Messrs. Miller, and there are exports of bark, wood, lumber, &c., to be brought from the surrounding country, which would be tapped by the road to this factory. Large exports are annually sent for shipment to Europe *via* steamships from Halifax.

All this would pass over the Intercolonial Railway, provided the line is built on the north shore.

The shipments of Messrs. Miller over the Intercolonial Railway during the past season have been about 2,200 car loads.

There are upon this line a number of fine freestone deposits, many of which would be tapped by the road on the north shore, and an extensive one, that of Messrs. Reed, now in operation. The great booming privileges which give employment to some 300 or 400 men during the rafting season (the lessee and manager of which is Mr. Robinson, one of the undersigned), would be materially served, and in a much greater degree, by the north shore line than by that on the south shore.

In a word, a very much larger portion of the western and northern sections of the county through which this road passes would be served by the north shore line than would be served by the south shore line. Better land and better settlements would be developed, and the commercial and other interests of the county and the port would be materially subserved by adopting the one in preference to the other, as above suggested.

As an evidence of the sentiment of the people on the subject, at a meeting of the County Council of the County of Northumberland, in January last, the opinion of the Municipal Councillors was taken as to where the line should be located, and by a vote of nineteen to seven it was decided by the Councillors that it was in the interests of the county, and its trade and commerce, and of the public generally, that the line should be laid out, as originally intended, on the north side of the South-West River.

The gentlemen who advocate the construction of the line on the south side had a survey made of their proposed line, which they have submitted for your consideration, as we are informed. By your direction, a survey has been made by Zachæus Fowler, Esq., of the line on the north shore, the plans and specification of which will shortly be laid before your Department. You will thus have an opportunity of judging what are the comparative merits of the two proposed routes, so far as cost, grades and alignments are concerned. We believe, however, from the most reliable information we can obtain, that the line on the north side of the river, running to a common point at Harley's Brook, would be about five miles shorter than the line on the south side of the river. These statements you will be able to verify, however, by a comparison of the two surveys to which we have referred.

In reference to the character of the soil along the two routes, and its attraction for settlers, we may state that no comparison can be drawn between the projected routes, the north shore line being infinitely superior to the south in this respect.

Should the north shore line be adopted, deep water can be reached in the vicinity of the Intercolonial Railway at the crossing at Wilson's Point. Whereas, should the south shore line be adopted, the intention would be to reach deep water only at Chatham; a distance which would lengthen the running distance of the road by about nine miles, inasmuch as it would extend over the Chatham Branch. But by adopting the north shore route, should that be selected, only three miles would have to be traversed in order to reach deep water at Newcastle.

We have felt it necessary to bring these facts under your notice, so that, in deciding the location of the grant, you may consider the points we have above recited, and give due weight to the arguments we have put forward, in favor of the line desired by us, namely, that along the north shore.

We have the honor to be, Sir, your obedient servants,

JAMES ROBINSON,
Warden of County Northumberland.
R. R. CALL,
J. C. MILLER,
J. & J. MILLER & CO.,
JAMES S. WILSON.

Sir Charles Tupper, Minister Railways and Canals:

HOUSE OF COMMONS, OTTAWA, 15th March, 1884.

SIR,—At the last Session of Parliament a vote was passed to aid in the construction of the Miramichie Valley Railroad, from Newcastle to Fredericton, thirty-two miles, of which was subsidized at \$3,200 a mile, or a total of \$102,400.

It was believed, at the time, that the subsidy provided by the Local Legislature of New Brunswick, of \$3,000 a mile, would have covered the whole distance to Fredericton, but it turned out that the funds provided by the Local Bill would only extend, as is alleged, a little over two-thirds of the distance, and I have reluctantly come to the conclusion that as matters appear at present there are great doubts whether the road can be built for the subsidy.

One important element for the consideration of the Government in recommending that subsidy was to obtain the traffic for the first fifteen miles of the road, which will not only be an important feeder to the Intercolonial Railway, but will, beyond all reasonable doubt, be a good paying investment, as it will tap the south-west booms, where three or four hundred men are engaged from three to four months of the season, and runs through a finely settled and populous part of our country.

The fifteen miles of road referred to has been surveyed by a Government Engineer, under the authority of your Department, and the plans and specification furnished you; and it appears from this, that the line so surveyed is of a most favorable character.

I have, therefore, to ask that the Government should take authority to appropriate the bonus granted last year and add thereto a sufficient sum to make in all \$140,000, the estimated cost of the fifteen miles, and build it as a branch of the Intercolonial Railway, and retain it as Government property.

It is the only way I can see any chance of making sure that the road will be built, at present, and it is of such importance to a section of country which is the principal seat of our lumber trade, and where within a short distance, about 200,000,000 to 250,000,000 feet is annually rafted and dealt with, and which trade gives employment to a large number of men, and is suffering for the facilities which this branch would afford, by placing them in connection with the important port of Miramichi.

I earnestly hope that your Government will see their way to adopt this suggestion.

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

P. MITCHELL.

Hon. Sir CHARLES TUPPER, Ottawa.

COPY

(21g)

OF CONTRACT, between Her Majesty the Queen, acting in respect of the Dominion of Canada, and therein represented by the Hon. Sir Charles Tupper, K.C.M.G., Minister of Railways and Canals,—and the Northern Pacific Junction Railway Company, concerning a Railway between Gravenhurst and Callander.

RETURN

(22)

To an **ORDER** of the **HOUSE OF COMMONS**, dated 2nd April, 1883;—For a Return shewing the expenses, in detail, with dates, incurred by the several Members of the Government, and any other person or persons in the Service of the Government, sent to England, or elsewhere, on behalf of the Government, from 16th December, 1880, to the present date

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
23rd May, 1883.

Secretary of State.

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

RETURN

(22a)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Return showing the expenses, in detail, with dates, incurred by the several Members of the Government, and any other person or persons in the Service of the Government, sent to England, or elsewhere, on behalf of the Government, from 2nd April, 1883, to the present date.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th March, 1884.

Secretary of State.

RETURN

(23)

To an ORDER of the HOUSE OF COMMONS, dated 16th April, 1883;—For a Return showing the name of each Officer and Employé in each Military District, with salary and date of appointment.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
23rd May, 1883.

Secretary of State.

RETURN

(24)

To an ORDER of the HOUSE OF COMMONS, dated 7th March, 1883;—For a Statement showing the cost, per capita, of conveying prisoners from the County Gaols to the Penitentiaries, in the years 1880-81, and 1881-82.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
21st January, 1884.

Secretary of State.

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

RETURN

(25)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1883;— For a Return showing the total Number of Acres of Public Land sold during the Year 1882, the number of parties to whom such sales were made, the average price received, and the total amount received from

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
3rd May, 1883.

RETURN showing the total Number of Acres of Public Land sold during the Year 1882, the number of parties to whom such sales were made, the average price received, and the total amount received from sales.

No. of Acres Sold.	No. of Parties.	Average Price received.	Total Amount Received.		
639,308	3,784	\$2 27 per acre.	Cash. \$1,416,266 47	Scrip. \$39,277 00	Total \$1,455,483 47

In addition to the above, the odd numbered sections in 137 townships, containing 1,402,880 acres, were sold to 26 Colonization Societies under Colonization Regulations of 23rd December, 1881, Plan No. 1 and \$547,711.78 received on account.

A. M. BURGESS,

For Deputy Minister of the Interior

DEPARTMENT OF THE INTERIOR, DOMINION LANDS OFFICE,
OTTAWA, 24th April, 1883.

RETURN

(25a)

[*In part.*]

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—For:

1. Copies of all Orders in Council, or Departmental Orders and Correspondence with Land Commissioner at Winnipeg, or other Land Agent, respecting the withdrawal of lands in the Mile Belt from Homestead and Pre-emption, and respecting the opening of said lands for Homestead and Pre-emption.
2. All Orders, Regulations and Correspondence as to the claims of Settlers and Squatters on such lands; the name of the Claimant, the nature of the Claim and how disposed of, and what disposition was made of the land claimed.
3. All Orders or Departmental Orders or Regulations and Correspondence respecting the sale by Public Auction or Private Sale of such lands; the quantity of such lands sold; to whom, when, and for what price, and how paid or payable.
4. All Regulations and Decisions of the Department respecting the claims made by Settlers or Squatters on such land.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
21st February, 1884.

Secretary of State.

RETURN

(25b)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Return giving copies of all Regulations or Orders issued by the Department of the Interior, concerning the sale or management of Agricultural lands, Timber Lands, Pasture Lands, Mineral Lands and Town Sites, not covered by the Order of last Session.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

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

RETURN

(25c)

To an ORDER of the HOUSE OF COMMONS, dated 26th February, 1883 ;—For any Communication or Representation to the Government on the subject of the simplification of the system of Transfer of Lands of the North-West.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

RETURN

(25d)

To an ORDER of the HOUSE OF COMMONS, dated 7th May, 1883 ;—For copies of Correspondence, if any, between the Mayor and Council of Winnipeg and the Government, in reference to a Grant or Lease of the land at Fort Osborne to the City for Park purposes.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

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

RETURN

(25e)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th February, 1883;—For copies of the Order in Council setting apart lands to be granted to the Qu'Appelle Valley Farming Company, and containing the conditions of such grant; Also, copies of all correspondence with said Company in reference to the fulfilment of the terms of said Order and to the removal of Settlers found on said lands; Also, Statement of all payments made by said Company, and work done by them, in pursuance of the terms of said Order; Also, Copies of all Orders issued from the Dominion Lands Department at Ottawa, or from the Dominion Lands Office at Winnipeg, or elsewhere, in regard to the removal of such settlers; Also, Copies of all Correspondence, Petitions or Statements forwarded by them, and all reports made by any Officer of the said Government, in connection with the Company or its lands, Statement of the date of such grant, and when occupied by said Company.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
5th March, 1884.

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

RETURN

(25f)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1883;—For a Return showing the total number of acres of Public Lands surveyed in Keewatin, Manitoba, and the North-West Territory, during the year 1882, and the cost per acre of such survey. Also, a Return showing the total number of acres of Public Lands previously surveyed, and the cost per acre of such survey.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State.

RETURN

(25g)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Return showing the total number of acres of Public Lands entered as Homesteads during the year 1883. The number of such entries, and the number of entries cancelled during the same period, with the total number of acres covered by such cancelled entries; Also, a Return showing the number of Pre-emption Entries in the year 1883, and the total number of acres covered by such entries.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
13th March, 1884.

Secretary of State.

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

RETURN

(25h)

To an ADDRESS of the SENATE, dated 24th May, 1883;—For a Return showing all Orders in Council, passed since the first day of January, 1882, together with all Letters, Correspondence and Petitions, since the said date, with reference to the sale of, or the order for the sale of, the Ordnance Lands or parts of Ordnance Lands, situated in the Seigniori of Sorel.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
22nd February, 1884.

Secretary of State.

RETURN

(25i)

To an ORDER of the HOUSE OF COMMONS, dated 28rd February, 1883;—For a Return showing the total amount of money received by the Government from the sales of Dominion Lands in Manitoba and the North-West Territories, during the calendar year 1882; the number of sales, amount received in each Agency, and each Township, the names of the Companies to whom sales have been made, the area sold to, and amount received from each.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th March, 1884.

Secretary of State.

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

RETURN

(257)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1883; For a Return showing the total number of applications for lands for Colonization, under Plan Number One of the Land Regulations issued by the Department of the Interior, December 23rd, 1881, where conditions have been complied with and grants made, or applications agreed to, together with the names of the parties to whom such grants have issued, or whose applications have been agreed to, the date of such application the date in each case of making grant, or agreeing to application, the quantity of land granted to each applicant and the location of the same, the amount of money received from each, the total amount of money received, and the total amount of land granted up to January 1st, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
20th March, 1884.

Secretary of State.

STATEMENT of Colonization Companies, to whom tracts have been allotted under Plan Number One of the Regulations of the 23rd December, 1881, up to January 1st, 1883, where the conditions have been complied with.

Name of Company.	Date of Allotment.	Area of odd numbered sections.	Description.	Amount paid.
	1882.	Acres.		\$ cts.
The Fertile Belt Colonization Company.	April 11...	61,422	Township 20, in range 2; township 21, in ranges 4, 5 and 6; those parts of townships 19 in ranges 1 and 2, and those parts of townships 20 in ranges 3, 4, 5 and 6, north of the Canadian Pacific Railway Belt. All west of the second meridian....	24,853 79
The Temperance Colonization Society.	do 11...	213,000	Townships 32, 33, 34, 35 and 36, in ranges 4, 5 and 6; and townships 37 and 38, in ranges 3, 4 and 5. All west of third meridian.....	64,000 00
The Primitive Methodist Colonization Company.	do 11...	63,513	Townships 22 and 23, in ranges 8 and 9; fractional township 22, in range 10; and those parts of townships 21 in ranges 8, 9 and 10, north of the Canadian Pacific Railway Belt. All west of second meridian.....	24,576 00

STATEMENT of Colonization Companies, to whom tracts have been allotted under Plan Number One of the Regulations of the 23rd December, 1881, up to January 1st, 1883, &c.—Continued.

Name of Company.	Date of Allotment.	Area of odd numbered sections.	Description.	Amount paid.
	1882.	Acres.		\$ cts.
The Qu'Appelle Land Company.	April 11...	61,221	Townships 22, in ranges 20, 21 and 22; the south halves of townships 23, in ranges 21 and 22; those parts of townships 21 in range 22; township 22 and the south half of township 23, in range 23, east of Long Lake; and those parts, north of the Canadian Pacific Railway Belt, of townships 21, in ranges 20 and 21. All west of the second meridian.....	24,760 25
The Farmers' North-West Land and Colonization Company.	do 11...	58,095	Townships 24, in ranges 21 and 22; township 25, in range 23; fractional township 25, in range 22; and those parts of townships 24 and 25 in range 24, and that part of township 24 in range 23, east of Long Lake; also township 22, in range 17. All west of the second meridian.....	24,576 00
The Dominion Lands Colonization Company.	do 11...	115,151	Township 21, in range 7; fractional townships 22, 23 and 24, in range 11; townships 23, 24 and 25, in range 12; townships 23, 24, 25 and 26, in range 13; township 26, in range 14; and those parts, north of the Canadian Pacific Railway Belt, of townships 22 in ranges 12 and 13. All west of the second meridian.....	45,250 00 4,097 91
The Dundee Land Investment Company.	do 11...	10,244	Township 21, in range 2, west of the second meridian.....	12,300 56
The Montreal and Western Land Company.	do 11...	30,751	Townships 20 and 21, in range 1, and township 22, in range 3, west of the second meridian.....	24,576 00
The Touchwood-Qu'Appelle Land and Colonization Company.	do 11...	63,981	Townships 23, the south halves of townships 24, and those parts of townships 22, north of the Canadian Pacific Railway Belt, in ranges 14, 15 and 16, west of the second meridian.....	5,000 00
William Vahey and Johnathan Wilkinson.	do 11...	10,240	Township 33, in range 13, west of the second meridian.....	24,576 00
The York Farmers' Colonization Company.	do 11...	61,220	Townships 22 and 23, in range 2; townships 26, in ranges 4 and 5; and townships 27, in ranges 2 and 3. All west of the second meridian.....	10,000 00 4,096 00
Qu'Appelle and Long Lake Land Company.	do 11...	36,990	The western two-thirds of township 27, in range 22; the west half of township 26, in range 23; township 25, in range 25; that part of township 27 in range 23, and that part of township 26 in range 24, east of Long Lake; also that part of township 25 in range 24, west of Long Lake. All west of the second meridian.....	12,288 00
Henry W. C. Meyer.	do 11...	10,240	Township 24, in range 25, west of the second meridian.....	10,000 00
C. F. Ferguson, A. Blackburn, Bower, Porter & Bower, and Endo. Saunders.	do 11...	30,720	Townships 28, in ranges 21, 22 and 23, west of the second meridian.....	4,096 00
H. D. Smith.....	do 11...	10,240	Township 28, in range 24, west of the second meridian.....	4,096 00

STATEMENT of Colonization Companies, to whom tracts have been allotted under Plan Number One of the Regulations of the 23rd December, 1881, up to January 1st, 1883, &c.—*Concluded.*

Name of Company.	Date of Allotment.	Area of odd numbered sections.	Description.	Amount paid.
	1882.	Acres.		\$ cts..
Prince Albert Colonization Company.	April 11...	42,240	Townships 45 and 46a, in range 26; townships 44, 45a and that part of township 45 south of the South Saskatchewan River, in range 27; and fractional townships 43, 44 and 45a, in range 28. All west of the second meridian.....	20,480 00
The Edmonton and Saskatchewan Land Company of Canada.	do 11...	57,383	Townships 53 and 54, in range 23; and townships 53, 54, 55 and 56, in range 24. All west of the fourth meridian.....	24,576 00
Patrick Purcell.....	May 23...	56,322	Townships 31 and 32, in ranges 6, 7 and 8, west of the second meridian.	22,578 00
The Saskatchewan Land and Homestead Company.	July 28...	200,554	Townships 25, 26, 27, 28, 29 and 30, in range 1; township 26, in range 2; and townships 23, in ranges 3 and 4. All west of the second meridian. Townships 40, in ranges 9, 10 and 11; townships 39, in ranges 10 and 11; and that part of township 39 in range 9, north of the North Saskatchewan River. All west of the third meridian. Townships 36, 37 and 38, in range 28; and township 38, in range 27. All west of the fourth meridian. And townships 37 and 38, in range 1, west of the fifth meridian.....	81,197 58
The Scottish Ontario and Manitoba Land Company.	May 6...	28,712	The north half of township 15 and the south half of township 16, in range 25; and townships 19 and 20, in range 28. All west of the first meridian.....	11,543 40
Shell River Colonization Company.	do 3...	30,624	Townships 23 and 24, in range 28; and township 23, in range 29. All west of the second meridian.....	6,144 00
Total area.....	.....	1,252,863	Total amount paid.....	495,565 40

JOHN R. HALL,
Secretary..

DEPARTMENT OF THE INTERIOR,
OTTAWA, 19th March, 1884.

RETURN

(25k)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Return showing the total number of acres of Public Lands sold in the year 1883, the average price per acre received, and the total amount received from such sales; Also, a Return showing the number of applications under Colonization Plans, Nos. 1 and 2, under regulations of 23rd December, 1881, the number of acres granted under each application, the amount received under each application, the total number of applications granted, the total number of acres granted, and the total amount received.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
20th March, 1884.

Secretary of State.

RETURN

(25l)

To an ORDER of the HOUSE OF COMMONS, dated 4th February, 1884;—For a Return showing the number of acres or square miles of Timbered Lands or Timber Limits sold by the Government since the first of March last, in or convenient to the Bow River Country, in the North-West, giving the name or names of the parties sold to, and the prices per acre received by the Government for the same, and the manner of sale, whether public or private.

By Command,

J. A. CHAPLEAU

Department of the Secretary of State,
21st March, 1884.

Secretary of State.

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

SUPPLEMENTARY RETURN

(25m)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Return giving copies of all Regulations or Orders issued by the Department of the Interior concerning the sale or management of Agricultural Lands, Timber Lands, Pasture Lands, Mineral Lands and Town Sites, not covered by the Order of last Session.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
29th March, 1884.

Secretary of State.

RETURN

(25n)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1883;—For a Return giving copies of all Regulations issued by the Department of the Interior concerning the management or sale of Agricultural Lands, Mineral Lands, Timber Lands, Pasture Lands and Town Sites, since 23rd December, 1881.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
29th March, 1884.

Secretary of State.

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

RETURN

(25o)

To an ORDER of the HOUSE OF COMMONS, dated 19th March, 1884;—For a Return of all Reports not hitherto published, relating to the character and probable resources in Agricultural Lands, Forests, Minerals and otherwise of the Country through which the Canadian Pacific Railway is being constructed, to the North of Lakes Huron and Superior, embracing all information in possession of the Government in respect to the whole of the region intervening between the Great Lakes and the Southern Coast of Hudson Bay.

By Command,

J. A. CHAPLEAU.

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

RETURN

(25p)

To an ORDER of the HOUSE OF COMMONS, dated 29th January, 1884;—For copies of all applications for sales or leases, and all correspondence or reports touching, and also Statement of all sales or leases made of Coal Lands in the North-West, not covered by the returns already ordered, and of the particulars of all conversions of leaseholds, into freeholds of Coal Lands; and Statement of the payments made under any leases, sales or conversions.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
4th April, 1884.

Secretary of State.

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

RETURN

(25g)

To an ADDRESS of the HOUSE OF COMMONS, dated 7th May, 1883;—For copies of all correspondence between the Provincial Agricultural and Industrial Society of Manitoba, the Board of Agriculture of Manitoba, and the Department of the Interior, the Department of Agriculture, and any other Department of the Government, on the subject of a grant of land in the City of Winnipeg for Exhibition purposes.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
10th April, 1884.

Secretary of State.

RETURN

(25r)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Return showing the number of acres of Public Lands surveyed in Manitoba and the North-West Territory, in the year 1883, and the cost per acre of such survey.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
8th April, 1884.

Secretary of State.

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

SUPPLEMENTARY RETURN

(25s)

To an ADDRESS to the HOUSE OF COMMONS, dated 30th January, 1884 ;—For

1. Copies of all Orders in Council, or Departmental Orders, and Correspondence with the Land Commissioner at Winnipeg, or other Land Agent, respecting the withdrawal of lands in the Mile Belt from homestead and pre-emption, and respecting the opening of said lands for homestead and pre-emption.
2. All Orders, Regulations and Correspondence as to the claims of settlers and squatters on such lands; the name of the claimant, the nature of the claim and how disposed of, and what disposition was made of the land claimed.
3. All Orders in Council or Departmental Orders or Regulations and Correspondence respecting the sale by Public Auction or Private Sale of such lands; the quantity of such lands sold; to whom, when and for what price, and how paid or payable.
4. All regulations and decisions of the Department respecting the claims made by settlers or squatters on such land.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

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

RETURN

(25t)

To an ADDRESS of the HOUSE OF COMMONS, dated 9th April, 1883;—For copies of all Orders in Council, Regulations and Correspondence with Agents, as to the withdrawal from Homestead and Pre-emption, of all lands south of the main line of the Canadian Pacific Railway; Also, copies of the existing regulations in respect to the disposal of said lands.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

RETURN

(25u)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—For

1. Copies of all Orders in Council, Regulations and copies of Correspondence, with the Agents of the Department, respecting the withdrawal from Homestead and Pre-emption, of the lands south of the Canadian Pacific Railway.
2. All Orders in Council, Regulations, and copies of correspondence, as to the claims of settlers or squatters on such lands.
3. All Orders, Regulations and copies of Correspondence, respecting the sales of such lands, by auction, the quantity so sold, the terms on which sold, and the price per acre obtained therefor.
4. All sales effected by private sale, up to the 1st January, 1884; the conditions of sales, the price obtained.
5. All Orders in Council, or Departmental Orders, Regulations and copies of Correspondence respecting the re-opening of said lands for Homestead and Pre-emption.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

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

RETURN

(25v)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884 ;—For

1. Copies of all Orders in Council, or Departmental Orders, Regulations and Correspondence with the Land Commissioner, or other Agents of the Government, respecting the withdrawal from Homestead and Pre-emption of all lands in what is known as the Town Reserve, at Moose Jaw, Regina and other places in the North-West Territories, on the line of the Canadian Pacific Railway, and respecting the re-opening of said lands for Homestead and Pre-emption, and the terms and conditions on which so re-opened. 2. All Orders, Regulations, and Correspondence as to the claims of settlers and squatters on such lands, the name of the claimant, the nature of his claim, and how disposed of, and what disposition was made of the land claimed. 3. All Orders in Council or Departmental Orders, or Regulations and Correspondence, respecting the sale by public auction or private sale of such lands, to whom, when, and for what price sold, and how paid or payable, the upset or fixed price for each section. 4. All Regulations and Decisions of the Department respecting the claims made by settlers or squatters on such lands.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

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

RETURN

(25w)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884 ;—For a Return showing the number of Pasture Land Leases granted in the year 1883, the name of each Lessee, the estimated number of acres covered by each Lease, the term of each Lease, the sum received and to be received upon each Lease, and the total number of acres leased, and total receipts from Leases during the year.

By Command,

Department of the Secretary of State,
16th April, 1884.

J. A. CHAPLEAU,
Secretary of State.

RETURN

(26)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th April, 1883 ;—For a Return showing the amount of money paid as the emoluments of their Offices, to the Judge, the Registrar, and the Marshall of the Vice-Admiralty Court at Quebec, and the amount paid to each of those Officers of the Vice-Admiralty Courts at Halifax and St. John, respectively ;—Also, a Return showing the number of Libels filed and Cases tried in the said Courts, respectively, from the first day of July, 1867, to the present date.

By Command,

Department of the Secretary of State,
23rd January, 1884.

J. A. CHAPLEAU,
Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are printed for distribution only.]

RETURN

(26a)

TO AN ADDRESS of the HOUSE OF COMMONS, dated 28th January, 1884 ;—
For copies of all Despatches, not already brought down, from the
Imperial Government, in relation to the Vice-Admiralty Courts in the
Dominion, and the change of procedure and practice therein.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State.
29th March, 1884.

Secretary of State.

RETURN

(27)

TO an Order of the HOUSE OF COMMONS, dated 23rd April, 1883 ;—For copies
of all Correspondence, Reports, and Petitions in connection with the
erection of a Lighthouse at Westhaver's Point, entrance of Hubbard's
Cove, in the County of Lunenburg, and all instructions issued to the
Commander of the Steamship "Newfield," or any other officer of the Gov-
ernment, in reference to the location of said Lighthouse, under which
he acted on the tenth day of June last, and any report on the same.
Also, a copy of the Agreement for the purchase of the land for said
Lighthouse, entered into on behalf of the Government by C. E. Kaul-
bach, Esquire, M.P., within ten days of the last General Election.

By Command,

HECTOR L. LANGEVIN,

Department of the Secretary of State,
9th May, 1883.

Acting Secretary of State.

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

RETURN

(27a)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1884 ;--For a Return showing, in detail, the amounts expended from 1st January, 1880, in repairs on the Pelée Island, Long Point and Rondeau Lighthouses; also, showing the date of each payment, what the payment was for, the amount paid, and the person to whom paid, together with a copy of each voucher ;—Also, copy of all Correspondence between the Government and John Corbett, and the Government and William Grubb, or any other person, relating to the Pelée Island Lighthouse, since 1st January, 1880.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State.

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

RETURN

(28)

To an ORDER of the HOUSE OF COMMONS, dated 21st January, 1884 ;—For a Statement showing the amount of money on deposit to the credit of the Government of Canada, on the 1st day of January, 1884, whether in Canada or elsewhere, together with the names of the Banks wherein the said moneys are deposited, with the amount in each Bank respectively; also, the amount at interest, and the rate of interest, if any, allowed on the said deposits in each case.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
24th January, 1884.

Secretary of State.

[*In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.*]

RETURN

(29)

To an ORDER of the HOUSE OF COMMONS, dated 21st January, 1884;—For a Return of the Receipts and Expenditure, in detail, chargeable to the Consolidated Fund, from the 1st day of July, 1882, to the 20th day of January, 1883, and from the 1st day of July, 1883, to the 20th day of January, 1884.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
24th January, 1884.

Secretary of State

RETURN

(29a)

To an ORDER of the HOUSE OF COMMONS, dated 6th February, 1884;—For a Return showing Receipts and Expenditures out of the Consolidated Revenue Fund to the 10th of February in each of the fiscal years 1883 and 1884.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
13th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are printed for distribution only.]

RETURN

(29b)

[In part.]

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For Statement of Receipts and Expenditures chargeable to Consolidated Fund, to 20th March, 1883 and 1884, in each year respectively;—Also, for Return of Exports and Imports to 1st March, 1883 and 1884, respectively.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th April, 1884.

Secretary of State.

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

RETURN

(30)

To an ORDER of the HOUSE OF COMMONS, dated 23rd April, 1883 ;—For a Return of all Certificates granted for Liquor, under Section ninety-nine, Clause four, second part of the Canada Temperance Act of eighteen hundred and seventy-eight, by the Physicians of the County of Halton, giving the name of each Physician, and specifying the number of Certificates granted by each, from the first of May to the thirty-first of December, eighteen hundred and eighty-two.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
23rd May, 1884.

Secretary of State.

RETURN

(30a)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884 ;—For a Return showing quantity of Spirits, Beer and all other Intoxicating Liquors imported, manufactured and entered for consumption in the Dominion of Canada, during the year ending 31st December, 1883, by Provinces, with the Customs and Excise duties accruing thereon, and the total cost thereof.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
19th February, 1884.

Secretary of State.

RETURN

(30b)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884 ;—For copies of all Despatches and Correspondence on the subject of the issue of Licenses or Permits for the importation of Liquor into the North-West Territories ; and particularly with reference to the tax or fee thereon lately imposed, and for copies of the forms of Licenses ; and Statement of the number issued, with names, quantities and dates, and amounts collected.

By Command,

J. A. CHAPLEAU

Department of the Secretary of State,
7th March, 1884.

Secretary of State.

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

INLAND REVENUE OFFICE,
TORONTO, 20th March, 1884.

SIR,—I have the honour to report that, on the 12th inst., I applied to Mr. Jas. A. Frazer, License Inspector for the County of Halton, for the names of those druggists, if any, who had been granted special Spirit Licenses under the provisions of the Canada Temperance Act.

He very kindly furnished me with the following names, viz. :—

J. E. McGarvin, Acton.
Thos. Morrow, Georgetown.
C. W. Pearce, Oakville.
Jos. H. McCollom, Milton.
Archdale Wilson, Burlington.

I at once wrote to these gentlemen and requested them to furnish me the necessary returns called for by the Act in question.

In response, I have received, in all, four replies, which I enclose.

I have still to hear from Mr. J. H. McCollom, of Milton, and it will be necessary for me to further correspond with Mr. Archdale Wilson, but as soon as the necessary papers come to hand from these gentlemen, I will forward them to you at once.

I have marked the documents sent you to-day with the distinguishing letters as follows :—

J. E. McGarvin, "A."
C. W. Pearce, "B."
G. E. Morrow, "C."
Archdale Wilson, "D."

and have also placed a sheet of blank paper between the separate and respective documents, so that the sheets of one may not be mixed with those to which they do not belong. I have done this, as the Returns are in a very crude form, and two of them are unsigned.

In Mr. Morrow's case, I was not furnished with any list. He, instead, sent me the original orders from the several medical men.

My first idea was to return them to him, but on second thought I deemed it best to forward them to you instead.

I had them sorted into months, so far as I could, and prepared a list of them for your convenience.

You will notice that quite a number of the orders given are of an elastic and comprehensive character.

I am Sir, your obedient servant,

W. C. STRATTON,
Collector.

E. MIALL, Esq.,
Commissioner, Ottawa.

A.

RETURN of LIQUORS sold by J. E. McGarvin, Acton, under Canada Temperance Act, 1878.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 3	R. Garvin	1 pint whiskey.....	Medicinal.....	Dr. Lowry.
do 6	Mrs. S. Speight.....	1 do gin.....	do.....	do
do 8	Mr. Ellis.....	1 do brandy.....	do.....	do
do 8	Mr. Vrooman.....	1 do gin.....	do.....	do
do 10	Mr. Nixon.....	1 do do.....	do.....	do
do 11	Mrs. Kerr.....	1 do whiskey.....	do.....	do
do 11	Mr. Alex. Nickol.....	1 do brandy.....	do.....	do
do 14	Mr. Thegamie.....	1 do whiskey.....	do.....	do
do 14	Miss Scott.....	1 do do.....	do.....	do
do 14	John Russell.....	1 do do.....	do.....	do
do 15	Mr. Lambert.....	1 do brandy.....	do.....	S. Webster.
do 15	Mr. Bradley.....	1 do do.....	do.....	Lowry.
do 15	D. McArthur.....	1 do whiskey.....	do.....	do
do 16	Jas. Moore.....	1 do do.....	do.....	do
do 17	Mr. Mockridge.....	1 do do.....	do.....	do
do 18	A. O. Wheeler.....	1 do brandy.....	do.....	do
do 19	Mr. Mullin.....	1 do do.....	do.....	do
do 19	Mr. P. Gibbons.....	1 do port wine.....	do.....	do
do 19	do.....	1 do brandy.....	do.....	do
do 19	J. H. Thompson.....	1 bottle porter.....	do.....	Freeman.
do 20	Mrs. Mathews.....	1 pint brandy.....	do.....	Lowry.
do 21	Mr. Conboy.....	1 do whiskey.....	do.....	do
do 25	Mr. E. Dym.....	1 do brandy.....	do.....	do
do 25	Mr. R. McLellan.....	1 do do.....	do.....	do
do 26	Ed. Forbes.....	1 do whiskey.....	do.....	do
do 26	R. Nixon.....	1 do brandy.....	do.....	do
do 26	do.....	1 do gin.....	do.....	do
do 26	S. McLaw.....	1 do whiskey.....	do.....	do
do 26	do.....	1 do brandy.....	do.....	do
do 26	Jas. Sayers.....	1 do do.....	do.....	do
do 28	E. Nicklin.....	1 do whiskey.....	do.....	do
do 28	Mrs. Marshall.....	1 do do.....	do.....	do
do 28	J. H. Thompson.....	1 do brandy.....	do.....	do
June 2	Mrs. R. Morrow.....	1½ do wine.....	do.....	Morrow.
do 2	Mr. Travers.....	1 do whiskey.....	do.....	Lowry.
do 2	W. Campbell.....	1 do brandy.....	do.....	do
do 8	P. Gibbons.....	1 do whiskey.....	do.....	do
do 8	Mr. Robinson.....	1 do do.....	do.....	do
do 12	Mrs. Dennie.....	1 do gin.....	do.....	do
do 12	Mr. Brown.....	1 do whiskey.....	do.....	do
do 12	Mr. E. Nicklin.....	1 do do.....	do.....	do
do 18	Mr. Nixon.....	1 do gin.....	do.....	do
do 19	Mrs. Mullin.....	1 do brandy.....	do.....	do
do 22	Mrs. Crawford.....	1 do do.....	do.....	do
do 23	Miss Cargill.....	1 do gin.....	do.....	do
do 23	Mr. McPhideran.....	1 do whiskey.....	do.....	do
do 26	Mrs. Swan.....	1 do brandy.....	do.....	do
do 27	Mr. P. Gibbons.....	1 do do.....	do.....	do
do 29	Mrs. Nixon.....	1 do gin.....	do.....	do
do 29	R. Gibbons.....	1 do whiskey.....	do.....	do
July 3	Mr. McGregor.....	1 do do.....	do.....	J. Lawson, V.S.
do 5	Mr. Adams.....	1 do brandy.....	do.....	Dr. Lowry.
do 6	O. Lasley.....	1 do do.....	do.....	do
do 6	R. Akins.....	1 pint whiskey.....	do.....	McGarvin.
do 6	Mrs. Robinson.....	1 do.....	do.....	Lowry.
do 8	Mrs. R. Frederick.....	1 do.....	do.....	do
do 9	J. Levans.....	1 do.....	do.....	do
do 9	Mr. Cunningham.....	1 do.....	do.....	do
do 16	Miss Mills.....	1 do.....	do.....	do
do 16	Geo. Grant.....	1 do.....	do.....	do

A.—RETURN of Liquors sold by J. E. McGarvin, Acton, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 16	Mrs. P. Masales.....	1 pint brandy.....	Medicinal.....	Dr. Lowry.
do 21	Mrs. R. Storey.....	1 do wine.....	do	do
do 30	W. Waldie.....	1 do whiskey.....	do	do
do 31	Mr Lambert.....	1 do gin.....	do	Morrow.
do 31	P. Kelly.....	1 do whiskey.....	do	Lowry.
Aug. 1	Wm. Morton.....	1 do do	do	Winn.
do 9	Mrs. Smith.....	1 bottle porter.....	do	Lowry.
do 9	Mr. Crozier.....	1 pint whiskey.....	do	do
do 11	Wm. Masales.....	1 do do	do	do
do 13	A. Smith.....	1 do brandy.....	do	do
do 17	Mrs. Nixon.....	1 do gin.....	do	do
do 18	E. Johnson.....	1 do brandy.....	do	do
do 19	Mr. Masales.....	1 pint whiskey.....	do	do
do 21	Miss McKechnen.....	1 do	do	do
do 21	Mr. Worsnop.....	1 do	do	do
do 21	R. Craim.....	1 do	do	do
do 22	Mr. Hyde.....	1 pint gin.....	do	do
do 23	John Story.....	1 pint whiskey.....	do	do
do 23	Mr. McPhedron.....	1 do	do	do
do 23	Mr. McGregor.....	1 do	do	J. Lawson, V.S.
do 25	Mr. McLaughton.....	1 do	do	Dr. Lowry.
do 25	John Richardson.....	1 pint brandy.....	do	Winn.
do 25	Mr. Thurston.....	2 pints whiskey.....	do	Lowry.
do 26	Mr. McNeil.....	1 pint do	do	do
do 27	P. Gibbons.....	1 do wine.....	do	do
do 27	Mr. McPhedron.....	1 do whiskey.....	do	do
do 27	Mr. Walker.....	1 do do	do	do
do 28	Mrs. W. Crewson.....	1 do do	do	do
do 28	Wm. Ramsay.....	1 do brandy.....	do	do
do 28	Mr. Ebbage.....	1 do gin.....	do	do
do 29	Wm. Auld.....	1 do brandy.....	do	Morrow.
do 29	Mr. Masales.....	1 do whiskey.....	do	Lowry.
do 29	Mrs. Lake.....	1 do do	do	do
do 29	P. McDonald.....	1 do port wine.....	do	do
do 29	do	1 do whiskey.....	do	do
do 30	E. Nicklin.....	1 do do	do	do
do 30	Mr. Nixon.....	1 bottle porter.....	do	do
do 30	Mr. Masales.....	1 pint whiskey.....	do	do
Sept. 1	Mr. McPhail.....	1 do do	do	do
do 2	Mrs. Nixon.....	1 do brandy.....	do	do
do 3	Mr. Hampshire.....	1 do gin.....	do	do
do 4	M. Kaley.....	1 do whiskey.....	do	do
do 4	P. Masales.....	1 do do	do	do
do 5	Mr. McLaughton.....	1 do gin.....	do	do
do 5	Mrs. E. Janes.....	1 do brandy.....	do	do
do 5	Mr. Nixon.....	1 do do	do	do
do 5	do	1 do whiskey.....	do	do
do 5	Mr. Wiswell.....	1 do do	do	do
do 8	Mrs. Lake.....	1 do do	do	do
do 8	Mrs. McNair.....	1 do brandy.....	do	do
do 8	D. W. Campbell.....	1 do whiskey.....	do	do
do 9	D. Campbell.....	1 do do	do	do
do 10	Mr. Nixon.....	1 do brandy.....	do	do
do 11	Mr. Hyde.....	1 do whiskey.....	do	do
do 13	Mr. Thompson.....	1 do do	do	do
do 13	Mr. Phillips.....	1 do brandy.....	do	do
do 14	P. Gibbons.....	1 do do	do	do
do 14	James Gobben.....	1 do whiskey.....	do	do
do 14	John Arthurs.....	1 do brandy.....	do	do
do 17	Mrs. M. Crewson.....	1 do whiskey.....	do	do
do 17	P. Gibbons.....	1 do port wine.....	do	do
do 19	Mr. Hildonbrand.....	1 do gin.....	do	do
do 20	Mr. Wm. Gamble.....	1 do whiskey.....	do	do
do 21	S. McKenzie.....	1 do brandy.....	do	do

A.—RETURN of Liquors sold by J. E. McGarvin, Acton, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose Required.	Physician or Olergyman.
1883.				
Sept. 21	Mr. Sharp.....	1 pint whiskey	Medicinal.....	Dr. Lowry.
do 22	Mr. McPhedron.....	1 do	do	do
do 22	do	1 do	do	do
do 22	R. Crew.....	1 do	do	do
do 22	John Arthurs.....	1½ do	do	do
do 24	Mr. Chisholm.....	1 pint brandy.....	do	do
do 24	Mr. Townsend	1 do	do	do
do 24	Mrs. Nixon.....	1 do	do	do
do 26	Miss Zimmerman.....	1 do whiskey	do	do
do 28	Mrs. Gardner	1 do gin	do	do
do 29	A. Waldie	5 pints wine.....	Sacrament.....	Rev. D. B. Cameron.
Oct. 1	H. P. Moore.....	1 pint brandy.....	Medicinal.....	Dr. Lowry.
do 3	Mr. Joel.....	1 do	do	do
do 3	John Ryan.....	1 do	do	do
do 6	Mr. Lake.....	1 pint whiskey.....	do	do
do 7	Mr. Humbach	1 do	do	do
do 8	R. Garvin.....	1 do	do	do
do 9	N. Forbes.....	1 do	do	do
do 9	Mr. Alexander	1 do	do	do
do 9	Mr. Durham.....	1 do	do	do
do 10	Mr. Whitley	1 do	do	do
do 13	Mr. Mockridge	1 do	do	Winn.
do 13	Wm. Campbell.....	1 do	do	Lowry.
do 16	Mr. Kennedy.....	1 do	do	do
do 16	Mr. Hampshire.....	1 do	do	do
do 17	E. A. Forbes.....	1 do	do	do
do 18	Wm. Lynn.....	1 pint brandy	do	do
do 18	Mr. Chisholm.....	1 do whiskey	do	do
do 19	R. Garvin.....	1 do brandy	do	do
do 22	Mr. Thurston	1 quart whiskey	do	do
do 24	John Storey	1 pint whiskey	do	do
do 27	A. H. Brown.....	1 do	do	do
do 29	Mr. Grant.....	1 do	do	do
do 29	Mr. Dallas.....	1 do brandy	do	do
do 29	do	1 do whiskey	do	do
do 30	Mr. Russell.....	1 do gin	do	do
do 30	Mr. P. Gibbons	1 do wine.....	do	do
do 31	Mr. Mockridge.....	1 pint whiskey	do	do
Nov. 2	Mr. R. Frederick.....	1 do	do	do
do 3	R. Nixon.....	1 do	do	do
do 3	Mrs. O'Neill.....	1 do	do	do
do 7	John Martin	1 pint brandy	do	do
do 7	James Martin	1 do whiskey	do	do
do 11	Mr. Thurston	2 pints whiskey	do	do
do 13	Mrs. Gardner, Sr.....	1 pint whiskey	do	do
do 14	R. Mickie.....	1 do	do	do
do 17	A. McPhederan	1 do	do	do
do 19	John McSpaddier	1 do	do	do
do 20	Mr. Wren.....	1 do	do	do
do 20	Mr. Halpin.....	1 do	do	do
do 22	Mr. Lashy.....	1 pint brandy	do	do
do 23	P. Gibbons.....	1 do wine	do	do
do 23	Mr. Nixon.....	1 do brandy	do	do
do 26	O. Sherlock.....	1 do port.....	do	do
do 28	Mr. Nixon.....	1 do gin	do	do
do 30	Mr. McMillan	1 do whiskey	do	do
Dec. 1	Mr. McNair.....	1 do	do	do
do 1	J. Arthurs.....	1 do	do	do
do 3	Geo. Garrett.....	1 do brandy	do	do
do 3	James Nixon.....	1 do gin	do	do
do 5	Miss Nixon.....	1 pint brandy	do	do
do 5	Mr. Nixon.....	1 do	do	do
do 5	Mr. McLarty.....	1 do	do	do
do 8	P. Gibbons.....	1 do	do	do

A.—RETURN of Liquors sold by J. E. McGarvin, Acton, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 8	Mrs. Mills	1 pint whiskey	Medicinal.....	Dr. Lowry.
do 8	Mr. Russell	1 do do	do	do
do 8	do	1 do brandy.....	do	do
do 11	Mr. McDonald	1 bottle porter	do	Morrow.
do 11	Mr. Taylor.....	1 pint brandy.....	do	Lowry.
do 11	do	1 do whiskey	do	do
do 12	Thomas Moore.....	1 do brandy.....	do	do
do 12	John McIsaac.....	1 do whiskey	do	do
do 19	N. Forbes	1 do do	do	do
do 14	Mr. Nixon	1 do gin	do	do
do 22	Mr. Vrooman	1 do whiskey	do	do
do 22	Mr. Nixon	1½ do do	do	do
do 22	A. Mockridge	1 do do	do	do
do 24	James Nixon.....	1 do gin	do	do
do 24	Joseph Arthurs.....	1 do whiskey	do	do
do 27	Mr. McEachran	1 do do	do	do
do 27	do	1 do wine	do	do
do 27	A. Cook	1 do brandy	do	do
do 27	Mr. McPhederan	1 do whiskey	do	do
do 27	P. Gibbons	1 do sherry	do	do
do 24	Mr. Proctor	1 do whiskey	do	do
do 24	P. Gibbons	1 do sherry	do	do
do 24	R. Garvin.....	1 do whiskey	do	do
do 29	Mr. Proctor.....	1 do do	do	do
do 29	J. Kennedy.....	1 do gin	do	do
do 29	M. Adams.....	1 do whiskey	do	do

As I only held licence from 1st May, I send list of sales since then, which I certify as correct.

J. E. MCGARVIN.

B

RETURN of Liquors sold by C. W. Pearce, Oakville, &c.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 3	Mr. Northime.....	1 bottle whiskey....	Medicinal	Dr. Sutherland.
do 3	Ed. Cornwall.....	1 do	do	do
do 3	J. Shaughnessy	1 do	do	do
do 3	Mr. Williams.....	1 do	do	do
do 3	Mrs. Bently.....	1 do	do	do
do 3	Mr. McDougald.....	1 do	do	do
do 3	Mr. Lewis.....	1 do	do	do
do 3	Mrs. McCraney.....	1 do	do	do
do 4	Mrs. Morden.....	2 bottles ale	do	do
do 4	Geo. Powell	1 bottle whiskey....	do	do
do 4	Mr. Welsh.....	1 do do	do	Williams.
do 4	John Gallie	1 do do	do	Sutherland.
do 4	Miss Barclay.....	1 bottle brandy.....	do	do
do 4	Mr. Lucas.....	1 bottle whiskey....	do	do
do 4	Bob. Bruner.....	1 do	do	Urquhart.
do 4	Mrs. Mapes.....	1 do	do	Sutherland.
do 4	John Bredin	1 do	do	do
do 4	Mr. Dent.....	1 do	do	do
do 4	John Askins	1 do	do	do
do 4	Miss Cottle.....	1 do brandy.....	do	Urquhart.
do 4	Mrs. Caverhill.....	1 pint whiskey.....	do	do
do 4	Mr. Robertson.....	1 bottle whiskey....	do	do
do 4	Mr. Pullen.....	1 dozen ale	do	do
do 4	Mr. Cunningham	1 bottle whiskey....	do	Clark.
do 4	John Patterson	1 do	do	Sutherland.
do 4	Mr. Smith.....	1 do	do	Urquhart.
do 5	John Anderson.....	1 do	do	Sutherland.
do 5	Mr. McCraney	1 do	do	do
do 5	Geo. Bushy.....	1 do	do	do
do 5	Mr. Welsh.....	1 do	do	Williams.
do 5	Mr. Tart.....	1 do	do	do
do 5	Sam Reynolds.....	1 do	do	Sutherland.
do 5	Geo. Ward	1 bottle brandy.....	do	do
do 5	Geo. Boyer.....	1 do whiskey.....	do	do
do 5	N. Riggs.....	1 do gin.....	do	do
do 5	Jos. Stokes.....	1 bottle whiskey....	do	Urquhart.
do 5	J. Williams.....	1 do	do	do
do 1	John Shaughnessy.....	1 do	do	Sutherland.
do 1	Mr. Hun.....	1 do	do	do
do 1	Mr. Robertson	1 do	do	Williams.
do 1	Geo. Langtry.....	1 do	do	Urquhart.
do 1	Jos. Stokes.....	1 do	do	do
do 1	Mr. Gibson.....	1 do	do	Sutherland.
do 1	John Askins.....	1 do	do	do
do 1	B. Tart.....	1 do	do	do
do 1	Mrs. Howes.....	1 do	do	do
do 1	John McKay.....	1 do	do	Urquhart.
do 1	Mr. Weller	1 do	do	Sutherland.
do 1	Dr. Johnston.....	1 do	do	Urquhart.
do 1	John Litchfield.....	1 do	do	Sutherland.
do 1	Mr. Sargent.....	1 do	do	do
do 1	M. Barley.....	1 do	do	Urquhart.
do 1	Mr. Costello.....	1 do	do	Williams.
do 1	Mr. Wise.....	1 do	do	do
do 1	Jas. Docherty.....	1 do	do	Sutherland.
do 2	Jas. Cunningham.....	1 pint whiskey.....	do	Urquhart.
do 2	Mr. LeBurteo.....	1 bottle whiskey....	do	Williams.
do 2	Geo. Powell.....	1 do	do	Sutherland.
do 2	Mr. Landson.....	1 do	do	Williams.
do 2	Mr. Docherty.....	1 do	do	do
do 2	Mr. Williams.....	1 do	do	do
do 2	Mr. Harris.....	1 do	do	Sutherland.
do 2	Mr. Williams.....	1 do	do	do

B.--RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose Required.	Physician or Clergyman.
1883.				
May 2	Mr. Welsh.....	1 bottle whiskey....	Medicinal	Dr. Williams.
do 3	B. Anderson.....	1 do	do	Sutherland.
do 3	Mr. Tezard.....	1 do	do	do
do 3	Mr. Boyd.....	1 do	do	do
do 3	Mrs. Garver.....	1 do	do	do
do 3	Mr. Johnston.....	1 do	do	do
do 3	H. LeBarre.....	1 do	do	do
do 3	Wm Freeman.....	1 do	do	Urquhart.
do 3	P. Kelly.....	1 do	do	Sutherland.
do 3	J. Connelly.....	1 do	do	Williams.
do 5	Mrs. Grant.....	2 bottles ale.....	do	Urquhart.
do 5	Mr. Johnston.....	1 bottle whiskey....	do	Williams.
do 5	Mr. Coventry.....	1 do	do	do
do 5	Mr. Cornwall.....	1 do	do	do
do 5	Mr. McDermott.....	1 do	do	do
do 5	Mrs. Nichol.....	1 do	do	Sutherland.
do 5	W. Bates.....	1 do	do	do
do 5	James Grant.....	1 do	do	Urquhart.
do 5	Mr. McCraney.....	1 do	do	Sutherland.
do 5	John Welsh.....	1 do	do	do
do 5	Mrs. Lee.....	1 do	do	do
do 5	Mr. Sawyer.....	1 do	do	do
do 5	Jas. Conley.....	1 do	do	do
do 5	Mr. Lanagan.....	1 do	do	Williams.
do 5	M. Johnston.....	1 dozen ale.....	do	do
do 5	B. Johnston.....	1 bottle whiskey....	do	Sutherland.
do 5	W. Bobble.....	1 do	do	do
do 5	Mr. McGusken.....	1 do	do	Urquhart.
do 5	Mrs. Maloney.....	1 do	do	Williams.
do 5	Isaache Boon.....	1 do	do	Sutherland.
do 5	Mr. Munn.....	1 do	do	do
do 5	Ms. Pratt.....	1 do	do	Williams.
do 5	Mr. Docherty.....	1 do	do	do
do 5	Mr. Warden.....	1 do	do	Sutherland.
do 5	Mr. Shaughnessy.....	1 do	do	do
do 5	Mrs Martin.....	1 do	do	Williams.
do 5	Mr. McKay.....	1 do	do	do
do 6	Mrs. Post.....	1 do	do	do
do 6	Mr. Richardson.....	1 do	do	do
do 6	P. O'Boyle.....	1 do	do	Sutherland.
do 6	Mr. Williams.....	1 do	do	do
do 6	Mr. Costello.....	1 quart whiskey....	do	Williams.
do 6	Mr. Patch.....	1 bottle whiskey....	do	do
do 6	George Hillary.....	1 do	do	Urquhart.
do 6	John Burns.....	1 do	do	do
do 6	P. Colhane.....	1 do	do	Sutherland.
do 6	Mr. O'Neil.....	1 do	do	Urquhart.
do 7	Wm. Taylor.....	1 do	do	do
do 7	Mr. McDermott.....	1 do	do	Williams.
do 7	Mr. Patterson.....	1 do	do	do
do 7	James King.....	1 do	do	Sutherland.
do 7	Mrs. Johnston.....	1 do	do	do
do 7	Mr. Upham.....	1 bottle brandy.....	do	do
do 7	Mrs. Landson.....	1 bottle whiskey....	do	Williams.
do 7	Mrs. Grant.....	1 do	do	Sutherland.
do 7	Mrs. Northime.....	1 do	do	Urquhart.
do 7	Mr. Smith.....	1 do	do	Clark.
do 9	C. Desmond.....	1 do	do	Sutherland.
do 9	Mr. Chisholm.....	1 do	do	Williams.
do 9	Mr. Lebarr.....	1 bottle gin.....	do	do
do 9	Mrs. Robertson.....	1 do whiskey.....	do	Sutherland.
do 9	Mr. McCrady.....	1 do do	do	do
do 9	Mrs. Wm. Robertson.....	1 dozen ale.....	do	do
do 9	Col. Patton.....	1 bottle whiskey....	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 9	Miss Johnston	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do	9 James Burns.....	1 do	do	do
do	9 Nathen Beatty.....	1 do	do	do
do	9 John Patterson.....	1 do	do	Clark.
do	9 Mrs. McFarlan.....	1 do	do	do
do	9 Mr. Cunningham.....	1 do	do	do
do	9 Mr. Williams	1 do	do	Sutherland.
do	9 Mr. McDougald.....	1 do	do	do
do	9 John Shaughnessy.....	1 do	do	Urquhart.
do	9 Mr. Hagar.....	1 bottle brandy	do	Sutherland.
do	9 John Welsh	1 bottle whiskey	do	do
do	9 Mrs. Larue	1 do	do	Williams.
do	9 Mr. Kelley	1 do	do	Clark
do	9 Mr. Herbert.....	1 do	do	Sutherland.
do	9 Mr. Stokes.....	1 pint whiskey.....	do	Urquhart.
do	9 Wm. Biggs.....	1 bottle whiskey.....	do	Sutherland.
do	9 Mrs. Johnston	1 do	do	do
do	9 Mr. McDermott	1 do	do	do
do	9 Sam. Decker.....	1 do	do	Sutherland.
do	9 Mr. Bibble.....	1 do	do	do
do	9 Col. Mitchell	1 do	do	do
do	9 Mr. Maude	1 do	do	Williams.
do	9 Mr. Walsh	1 do	do	do
do	9 Mr. McCraney	1 do	do	Urquhart.
do	9 John Saughnessy	1 do	do	Sutherland.
do	9 Mr. Hall	1 do	do	do
do	9 Mr. Campbell.....	1 do	do	do
do	9 Mr. Fan	1 do	do	Williams.
do	9 Mrs. Grant	1 do	do	Urquhart.
do	9 Mr. Lewis	1 do	do	Williams.
do	10 Mrs. Ganse	1 do	do	do
do	10 Tom Reynolds	1 gallon whiskey.....	do	Urquhart.
do	10 Mr. Ferrah.....	1 bottle ale.....	do	Sutherland.
do	10 Mr. Hagar.....	1 do whiskey	do	do
do	10 Col. Mitchell	1 quart do	do	do
do	10 Mr. Cavenaugh.....	1 pint do	do	do
do	10 Tom Jones.....	1 bottle do	do	do
do	10 Mr. Pepper.....	1 do do	do	do
do	10 John O'Neil	1 do do	do	Urquhart.
do	10 Mr. Worts	1 do do	do	Sutherland.
do	11 Mrs. Grant.....	1 do ale.....	do	Williams.
do	11 Mrs. Martin.....	1 do brandy.....	do	do
do	11 Wm. Gailby	1 bottle whiskey	do	Urquhart.
do	11 Mr. Armstrong.....	1 do	do	Sutherland.
do	11 Mr. Connor.....	1 do	do	do
do	11 Mr. Hall.....	1 do	do	do
do	11 J. Boon.....	1 do	do	do
do	11 John McKay.....	1 do	do	Williams.
do	11 Dr. Mitchell	1 do	do	do
do	11 A. Galbraith.....	1 do	do	Sutherland.
do	11 John Askins.....	1 do	do	do
do	11 Jas Docherty.....	1 do	do	do
do	11 John Hall.....	1 do	do	do
do	11 Mr. Harwood.....	1 do	do	do
do	11 Mr. Fan	1 do	do	do
do	11 Mr. Tiplin	1 do	do	do
do	11 Mr. Ford	1 do	do	do
do	11 Mr. Tizard.....	1 do	do	do
do	11 C. Bordin	1 do	do	do
do	12 Wm. Anderson.....	1 do	do	do
do	12 Capt. Crook.....	1 do	do	do
do	12 T. T. Harris.....	1 do	do	do
do	12 Mrs. Grant.....	1 do	do	do
do	12 Mr. Dowdle.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 12	Mr. Sawyer.....	1 bottle whiskey.....	Medicinal.....	Dr. Williams.
do 12	Mrs. Lee.....	1 do.....	do.....	Sutherland.
do 12	Mrs. Grant.....	1 bottle gin.....	do.....	do
do 12	Mr. Husband.....	1 bottle whiskey.....	do.....	do
do 12	Mr. Nichol.....	1 do.....	do.....	do
do 12	Jas. Connolley.....	1 do.....	do.....	do
do 12	Mr. Bibble.....	1 do.....	do.....	Williams.
do 12	Mr. P. O'Boyle.....	1 do.....	do.....	do
do 12	Mr. Slatry.....	1 gallon whiskey.....	do.....	Sutherland.
do 12	John Johnston.....	1 dozen ale.....	do.....	do
do 12	Mr. Cullham.....	1 bottle whiskey.....	do.....	do
do 12	Mr. Pepper.....	1 do do.....	do.....	Williams.
do 12	H. LeBar.....	1 do gin.....	do.....	Urquhart.
do 12	Mr. Hood.....	1 bottle whiskey.....	do.....	Sutherland.
do 12	B. Johnston.....	1 do.....	do.....	do
do 12	Mr. Chisholm.....	1 do.....	do.....	do
do 12	Mr. Collins.....	1 do.....	do.....	do
do 12	Mr. Tizard.....	1 do.....	do.....	do
do 12	P. Culhane.....	1 do.....	do.....	do
do 12	H. Clime.....	1 pint whiskey.....	do.....	Lusk.
do 12	Capt. Crook.....	1 bottle brandy.....	do.....	Sutherland.
do 12	Mr. Malloney.....	1 bottle whiskey.....	do.....	do
do 12	Mr. Bently.....	1 do.....	do.....	Williams.
do 12	Mr. Coventry.....	1 do.....	do.....	do
do 12	Mr. Scholenfeld.....	1 do.....	do.....	do
do 12	J. B. Ford.....	1 do.....	do.....	do
do 12	Wm. Ellis.....	1 quart whiskey.....	do.....	Urquhart.
do 12	Mr. Shaughnessy.....	1 bottle whiskey.....	do.....	do
do 12	T. Jones.....	1 do.....	do.....	Williams.
do 12	Mrs. McDermott.....	1 do.....	do.....	do
do 12	John Patterson.....	1 do.....	do.....	Sutherland.
do 12	Mr. Shaw.....	1 do.....	do.....	do
do 12	Mr. Armstrong.....	1 do.....	do.....	do
do 12	John Smith.....	1 do.....	do.....	Urquhart.
do 12	John Welsh.....	1 do.....	do.....	do
do 12	Mr. McDougald.....	1 do.....	do.....	Sutherland.
do 12	Jas. Docherty.....	1 do.....	do.....	Williams.
do 12	M. Galbraith.....	1 do.....	do.....	Sutherland.
do 12	Mrs. Wilson.....	1 do.....	do.....	Urquhart.
do 14	Jas. Burns.....	1 do.....	do.....	do
do 14	Mr. Maloney.....	1 do.....	do.....	Williams.
do 14	Mr. Gibson.....	1 do.....	do.....	Sutherland.
do 14	Sam. Decker.....	1 do.....	do.....	do
do 14	Mr. Sanderson.....	1 do.....	do.....	Williams.
do 14	John Finlayson.....	1 do.....	do.....	Sutherland.
do 14	Mr. LeBare.....	1 do.....	do.....	do
do 14	Mr. McIntyre.....	1 do.....	do.....	do
do 14	Ed. Cornwall.....	1 bottle gin.....	do.....	do
do 14	John Shaughnessy.....	1 bottle whiskey.....	do.....	do
do 14	Mr. Lewis.....	1 do.....	do.....	do
do 14	Mr. Oliphant.....	1 do.....	do.....	do
do 14	Mr. Bently.....	1 bot. each, rye, port and brandy.....	do.....	do
do 14	Henry Ring.....	1 doz. ale.....	do.....	do
do 14	Mrs. Chisholm.....	1 bottle whiskey.....	do.....	do
do 14	Mrs. Moore.....	1 quart do.....	do.....	Urquhart.
do 15	Mr. Kaiting.....	1 bottle do.....	do.....	Sutherland.
do 15	Mrs. Cavan.....	1 do ale.....	do.....	Williams.
do 15	John McKay.....	1 do whiskey.....	do.....	Sutherland.
do 15	T. Biggar.....	1 quart do.....	do.....	do
do 15	Miss Maloney.....	1 do gin.....	do.....	Williams.
do 15	Mr. Cavell.....	1 bottle brandy.....	do.....	Sutherland.
do 15	Mr. Dent.....	1 bottle whiskey.....	do.....	do
do 15	Mr. Lawrence.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 15	Mr. Mitchell.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do 15	John Shaughnessy.....	1 do.....	do.....	Sutherland.
do 15	Mr. Galler.....	1 do.....	do.....	do
do 15	Capt. Wilson.....	1 do.....	do.....	Urquhart.
do 16	John Williams.....	1 do.....	do.....	Sutherland.
do 16	Mr. Devlin.....	1 do.....	do.....	do
do 16	H. LeBare.....	1 do.....	do.....	do
do 16	Mr. Pell.....	1 do.....	do.....	do
do 16	Mr. Tobin.....	1 do.....	do.....	do
do 16	Mr. Lucas.....	1 do.....	do.....	do
do 16	Mr. Warden.....	1 do.....	do.....	do
do 16	Mr. Day.....	1 bottle each, ale and whiskey.....	do.....	do
do 16	Mr. Shaughnessy.....	1 bottle whiskey.....	do.....	do
do 16	Miss Gravia.....	1 do.....	do.....	Williams.
do 16	Geo. Powell.....	1 do.....	do.....	Sutherland.
do 16	W. Brown.....	1 do.....	do.....	do
do 16	Mr. Costello.....	1 do.....	do.....	Urquhart.
do 16	Jas. Docherty.....	1 do.....	do.....	Sutherland.
do 16	Wm. Ribble.....	1 do.....	do.....	Urquhart.
do 16	T. McDermott.....	1 do.....	do.....	do
do 16	Mrs Coventry.....	1 do.....	do.....	Williams.
do 17	Mr. Ribble.....	½ doz. ale.....	do.....	Sutherland.
do 17	Mr. Boness.....	1 bottle whiskey.....	do.....	do
do 17	Mr. Shaughnessy.....	1 do.....	do.....	Williams.
do 17	Wm. Ribble.....	1 do.....	do.....	Sutherland.
do 17	Wm. Johnston.....	1 do.....	do.....	Williams.
do 17	Mr. McDermott.....	1 do.....	do.....	do
do 17	Mrs. Scott.....	1 bottle gin.....	do.....	Sutherland.
do 17	Mrs. Grant.....	2 bottles ale.....	do.....	Williams.
do 17	Mr. Tizard.....	1 bottle whiskey.....	do.....	Sutherland.
do 17	Mr. Gibson.....	1 do.....	do.....	do
do 17	Mr. Crooks.....	1 do.....	do.....	Urquhart.
do 17	F. Smith.....	1 do.....	do.....	Sutherland.
do 17	Capt. Wilson.....	1 do.....	do.....	Urquhart.
do 19	Geo. Scholefield.....	2 do.....	do.....	Sutherland.
do 19	Mr. Johnston.....	2 do.....	do.....	Williams.
do 19	Capt. Wilson.....	2 bottles ale.....	do.....	Sutherland.
do 19	Mr. Sherin.....	1 bottle whiskey.....	do.....	Williams.
do 19	Mr. Shaughnessy.....	1 do.....	do.....	Sutherland.
do 19	Mr. Bonas.....	1 do.....	do.....	do
do 19	Mr. Dougherty.....	1 do.....	do.....	Williams.
do 19	Mr. Lyons.....	1 do.....	do.....	do
do 19	Mr. Freeman.....	1 do.....	do.....	do
do 19	Col. Mitchell.....	1 do.....	do.....	Urquhart.
do 19	John Chisholm.....	2 bottles ale.....	do.....	do
do 19	B. Johnston.....	1 bottle whiskey.....	do.....	Sutherland.
do 19	W. Freeman.....	1 quart do.....	do.....	Urquhart.
do 19	Mr. Labertis.....	1 bottle do.....	do.....	do
do 19	Mr. McCredie.....	1 gallon do.....	do.....	do
do 19	Mr. Simpson.....	1 bottle do.....	do.....	Sutherland.
do 19	Mr. Askin.....	½ gallon do.....	do.....	do
do 19	Mr. Shaughnessy.....	1 bottle do.....	do.....	Williams.
do 19	T. Freeman.....	1 do do.....	do.....	Sutherland.
do 19	Mrs. Caven.....	2 bottles ale.....	do.....	Urquhart.
do 19	F. Smith.....	1 pint whiskey.....	do.....	do
do 19	Mr. Belyea.....	1 bottle gin.....	do.....	do
do 19	Miss Malloney.....	1 bottle whiskey.....	do.....	Sutherland.
do 19	Mr. Pratt.....	1 do.....	do.....	Williams.
do 19	Mr. Ribble.....	1 do.....	do.....	Sutherland.
do 20	Mr. Cunningham.....	1 do.....	do.....	do
do 20	Mr. Neil.....	1 do.....	do.....	do
do 20	Mrs. Grant.....	2 bottles ale.....	do.....	Williams.
do 20	Mr. Conley.....	1 bottle whiskey.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 20	Mr. Dean.....	1 bottle claret.....	Medicinal.....	Dr. Urquhart.
do 20	P. A. McDougald.....	2 bottles rye.....	do.....	Sutherland.
do 20	Mrs. Ribble.....	1 doz. ale.....	do.....	do
do 20	Mr. Anderson.....	1 do.....	do.....	Clark.
do 20	Mrs. Garvie.....	1 bottle rye.....	do.....	Williams.
do 20	John Armstrong.....	1 do do.....	do.....	Urquhart.
do 20	Mrs. Tiplin.....	1 pint do.....	do.....	do
do 20	Mr. Wyse.....	1 bottle do.....	do.....	Williams.
do 20	Mr. Labertis.....	1 do do.....	do.....	do
do 20	Mr. McKay.....	1 bottle whiskey.....	do.....	do
do 20	Mr. Colligan.....	1 do.....	do.....	do
do 20	Mr. Bates.....	1 do.....	do.....	do
do 20	Mr. Lebarre.....	1 do.....	do.....	do
do 20	Mrs. Sandson.....	1 do.....	do.....	do
do 20	John Patterson.....	1 do.....	do.....	Urquhart.
do 20	Mrs. Lawrence.....	1 o.....	do.....	Drs. Buck & McCrimman.
do 20	W. Riggs.....	1 do.....	do.....	Dr. Sutherland.
do 20	B. Johnston.....	1 do.....	do.....	Williams.
do 20	Mr. McDermott.....	1 do.....	do.....	do
do 20	Mr. Pepper.....	1 o.....	do.....	do
do 20	W. Bently.....	1 bottle port wine.....	do.....	Sutherland.
do 20	J. Boon.....	1 do whiskey.....	do.....	Urquhart.
do 20	Mr. Shed.....	1 do do.....	do.....	Sutherland.
do 20	Mr. Mitchell.....	1 do do.....	do.....	do
do 20	Mr. Belyea.....	1 quart do.....	do.....	do
do 20	P. O'Boyle.....	1 bottle do.....	do.....	do
do 20	T. Jones.....	1 do do.....	do.....	do
do 20	Mr. Oróff.....	1 do gin.....	do.....	Urquhart.
do 20	F. Smith.....	1 do whiskey.....	do.....	do
do 20	Mr. O'Neil.....	1 do do.....	do.....	do
do 20	Mr. Tobin.....	1 do do.....	do.....	Williams.
do 20	Mr. Ford.....	1 do cognac.....	do.....	Sutherland.
do 20	J. Walsh.....	1 do whiskey.....	do.....	do
do 20	Mr. McGiffin.....	1 do do.....	do.....	do
do 20	Mr. Culham.....	1 quart do.....	do.....	do
do 20	Mr. Jacklyn.....	1 bottle gin.....	do.....	Urquhart.
do 20	J. Andrew.....	1 bottle whiskey.....	do.....	do
do 21	Mr. Pullen.....	1 do.....	do.....	Sutherland.
do 21	Mr. Cavan.....	1 do.....	do.....	Williams.
do 21	Harris.....	1 do.....	do.....	Sutherland.
do 21	Mr. Fox.....	2 bottles whiskey.....	do.....	Urquhart.
do 21	J. Johnston.....	1 doz. ale.....	do.....	Sutherland.
do 21	T. Freeman.....	1 do.....	do.....	Urquhart.
do 21	Mrs. D. Robinson.....	1 bottle whiskey.....	do.....	Sutherland.
do 21	Mrs. King.....	1 do.....	do.....	do
do 21	Mrs. Campson.....	1 gallon whiskey.....	do.....	Urquhart.
do 21	F. Jones.....	1 bottle do.....	do.....	Sutherland.
do 21	J. Grass.....	1 do gin.....	do.....	Urquhart.
do 21	F. Smith.....	1 do whiskey.....	do.....	do
do 21	J. O'Neil.....	1 do do.....	do.....	do
do 21	Mr. Tobin.....	1 do do.....	do.....	Williams.
do 21	Mr. Ford.....	1 do cognac.....	do.....	Sutherland.
do 21	J. Walsh.....	1 do whiskey.....	do.....	do
do 21	Mr. McGiffin.....	1 do do.....	do.....	do
do 21	P. Culhane.....	1 quart do.....	do.....	do
do 21	G. Jacklyn.....	1 pint gin.....	do.....	Urquhart.
do 21	J. Andrew.....	1 bottle whiskey.....	do.....	do
do 21	Mr. Pullen.....	1 dozen ale.....	do.....	Sutherland.
do 21	Mr. Cavan.....	1 bottle whiskey.....	do.....	Williams.
do 21	Mr. Harris.....	1 do.....	do.....	Sutherland.
do 21	Mr. Fox.....	2 do.....	do.....	Urquhart.
do 21	J. Johnston.....	1 dozen ale.....	do.....	Sutherland.
do 21	T. Freeman.....	1 do.....	do.....	Urquhart.
do 21	Dr. Robinson.....	1 bottle whiskey.....	do.....	Sutherland.

B.—RETURN of Liquors Sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 21	Mrs King.....	1 bottle whiskey.....	Medicinal.....	Dr. Sutherland.
do 21	Mrs. Campson.....	1 do.....	do.....	Urquhart.
do 21	Mr. Fitzgerald.....	1 do.....	do.....	Sutherland.
do 21	Mr. Walsh.....	1 do.....	do.....	do
do 21	Mrs. Grant.....	2 bottles ale.....	do.....	do
do 21	Jno. Gallie.....	1 quart whiskey.....	do.....	do
do 22	W. Reynolds.....	1 bottle do.....	do.....	Urquhart.
do 22	C McDonald.....	1 dozen ale.....	do.....	do
do 22	Mr. Cavan.....	1 bottle whiskey.....	do.....	Williams.
do 22	Mr. Burtch.....	1 do do.....	do.....	Sutherland.
do 22	Mr. Coventry.....	1 do do.....	do.....	Williams.
do 22	W. Reid.....	1 do ale.....	do.....	Sutherland.
do 22	Col. Mitchell.....	1 do rye.....	do.....	Urquhart.
do 22	Mr. Hinton.....	1 do rye.....	do.....	Williams.
do 22	Mr. Williams.....	1 do rye.....	do.....	Sutherland.
do 22	W. Culhane.....	1 dozen porter.....	do.....	Urquhart.
do 22	Mr. McCraney.....	1 bottle rye.....	do.....	do
do 22	Mrs. Cavan.....	1 dozen ale.....	do.....	do
do 22	J. Dougherty.....	1 bottle rye.....	do.....	Sutherland.
do 22	H. Stewart.....	1 do.....	do.....	Urquhart.
do 22	D. Oliphant.....	1 do.....	do.....	Sutherland.
do 22	M. Bently.....	1 do.....	do.....	do
do 23	Mr. Reynolds.....	1 do.....	do.....	Williams.
do 23	Mr. Johnson.....	1 do.....	do.....	do
do 23	J. McKay.....	1 do.....	do.....	Urquhart.
do 23	J. Grant.....	1 do.....	do.....	Sutherland.
do 23	G. Fox.....	1 do.....	do.....	do
do 23	B. Johnston.....	1 do.....	do.....	Williams.
do 23	R. Elias.....	1 dozen ale.....	do.....	Urquhart.
do 23	Mr. Harris.....	1 bottle rye.....	do.....	Sutherland.
do 23	Mr. McKnight.....	1 do.....	do.....	do
do 23	T. Dent.....	2 bottles ale.....	do.....	do
do 23	Mr. Boon.....	1 bottle rye.....	do.....	Urquhart.
do 23	S. Mitchell.....	1 do.....	do.....	do
do 23	J. Simpson.....	1 do.....	do.....	Sutherland.
do 23	Mr. Clements.....	1 do.....	do.....	do
do 23	J. Ford.....	1 do.....	do.....	do
do 23	Mr. Reea.....	1 do.....	do.....	do
do 23	Mr. Malloney.....	1 do.....	do.....	do
do 23	Mrs. Ribble.....	1 do.....	do.....	Urquhart.
do 23	Ed. Boax.....	1 do.....	do.....	Sutherland.
do 23	J. Shaughnessy.....	1 do.....	do.....	Williams.
do 23	Mr. Hatton.....	1 do.....	do.....	Sutherland.
do 23	Mrs. Garvie.....	1 do.....	do.....	Williams.
do 23	Mr. McDougald.....	3 bottles ale.....	do.....	Sutherland.
do 23	Sam. Decker.....	1 bottle rye.....	do.....	do
do 23	Mrs. Grant.....	2 bottles ale.....	do.....	Williams.
do 23	Mr. Ribble.....	1 bottle rye.....	do.....	do
do 23	Mr. Devlin.....	1 do.....	do.....	do
do 24	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 24	Col. Mitchell.....	1 do.....	do.....	do
do 24	Mr. Shaughnessy.....	1 do.....	do.....	Williams.
do 24	A. Scott.....	1 do.....	do.....	Sutherland.
do 24	Mr. Cannon.....	1 bottle whiskey.....	do.....	do
do 24	H. Wilson.....	2 bottles ale.....	do.....	do
do 25	Mr. McCraney.....	1 bottle whiskey.....	do.....	do
do 25	Sam. Armstrong.....	1 do do.....	do.....	do
do 25	Ford Bros.....	1 do brandy.....	do.....	do
do 25	Mr. McDougald.....	1 bottle whiskey.....	do.....	do
do 25	Sam. Decker.....	1 do.....	do.....	Williams.
do 25	Mr. McDermott.....	1 do.....	do.....	Sutherland.
do 25	Geo. Fisher.....	1 do.....	do.....	do
do 25	Chas. Gillan.....	1 do.....	do.....	do
do 25	Mr. Dubbin.....	1 do.....	do.....	do

B.—RETURN of LIQUORS sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 25	Col. Patton.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do 25	Mr. Howes.....	1 do.....	do.....	Sutherland.
do 25	Mr. LeBarr.....	1 do.....	do.....	do
do 25	Mr. McCraney.....	1 bottle gin.....	do.....	do
do 25	Wm. Milson.....	1 do whiskey.....	do.....	do
do 25	Mr. Bushey.....	2 bottles ale.....	do.....	do
do 25	Mr. Lewis.....	1 bottle whiskey.....	do.....	Williams.
do 25	Mr. Cavan.....	1 do.....	do.....	do
do 26	B. Johnston.....	1 do.....	do.....	Sutherland.
do 26	Mr. McFarlan.....	1 do.....	do.....	do
do 26	B. Tait.....	2 bottles ale.....	do.....	do
do 26	Mr. Smith.....	2 do.....	do.....	Williams.
do 26	Mr. Duncan.....	2 bottles port wine...	Sacramental.....	Sutherland.
do 26	John Armstrong.....	1 bottle whiskey.....	Medicinal.....	Urquhart.
do 26	Mr. Carlin.....	1 do.....	do.....	Williams.
do 26	B. Johnston.....	1 do.....	do.....	Sutherland.
do 26	Jas. Cunningham.....	1 do.....	do.....	do
do 26	Wm. Freeman.....	1 do.....	do.....	Urquhart.
do 26	Mr. Decker.....	1 do.....	do.....	Sutherland.
do 26	Sam. Reynolds.....	1 do.....	do.....	do
do 26	Mr. Gillan.....	1 do.....	do.....	Williams.
do 26	Mr. Wood.....	1 do.....	do.....	Urquhart.
do 26	John Day.....	1 do.....	do.....	do
do 26	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 26	Gen. Grant.....	1 do.....	do.....	Urquhart.
do 26	Mr. Harris.....	1 do.....	do.....	Sutherland.
do 26	John McKay.....	1 do.....	do.....	Urquhart.
do 26	Ed. Cornwall.....	1 quart port.....	do.....	do
do 26	Mr. Chisholm.....	1 bottle whiskey.....	do.....	Williams.
do 26	B. McCurch.....	1 pint port.....	Sacramental.....	J. Matheson.
do 26	John Slattery.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do 26	Mr. Johnston.....	1 do.....	do.....	Williams.
do 26	Mr. Pratt.....	1 do.....	do.....	do
do 26	D. Robinson.....	1 do.....	do.....	Sutherland.
do 26	Mrs. Hewitt.....	1 bottle port.....	do.....	do
do 26	Mr. Biggar.....	1 do whiskey.....	do.....	Urquhart.
do 26	Mr. McDougald.....	3 bottles ale.....	do.....	Sutherland.
do 26	Mr. Landson.....	2 do.....	do.....	Williams.
do 26	Mr. Galler.....	1 quart whiskey.....	do.....	do
do 26	Col. Mitchell.....	1 do.....	do.....	Urquhart.
do 26	Geo. Powell.....	1 bottle brandy.....	do.....	do
do 26	Mrs. Game.....	1 bottle whiskey.....	do.....	Williams.
do 26	Mrs. Coventry.....	1 do.....	do.....	Sutherland.
do 26	Mr. Askins.....	1 do.....	do.....	do
do 26	John Cavan.....	2 bottles ale.....	do.....	Urquhart.
do 26	P. Culhane.....	1 bottle whiskey.....	do.....	Sutherland.
do 26	R. McNeil.....	1 gallon whiskey.....	do.....	Urquhart.
do 26	Mr. Shaughnessy.....	1 bottle whiskey.....	do.....	Williams.
do 26	T. Jones.....	1 do.....	do.....	Sutherland.
do 26	Mr. Coulton.....	1 do.....	do.....	do
do 26	Mr. LeBarr.....	1 bottle gin.....	do.....	do
do 26	Mr. Bently.....	1 bottle whiskey.....	do.....	do
do 26	Mr. Ashners.....	1 do.....	do.....	do
do 26	Mr. McGushner.....	1 do.....	do.....	Urquhart.
do 28	Collin Smith.....	1 bottle brandy.....	do.....	Sutherland.
do 28	Mr. Ellis.....	2 bottles ale.....	do.....	do
do 28	John Cavan.....	1 bottle whiskey.....	do.....	do
do 28	Geo. Scholefield.....	2 bottles do.....	do.....	do
do 28	Mr. McKay.....	1 bottle do.....	do.....	Williams.
do 28	D. Bier.....	1 do do.....	do.....	Sutherland.
do 28	Mrs. Baker.....	1 do do.....	do.....	do
do 28	D. Lawrence.....	1 pint whiskey.....	do.....	Urquhart.
do 28	Henry Williams.....	1 quart do.....	do.....	Sutherland.
do 28	Mr. Howarth.....	1/2 dozen ale.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 29	Mr. Dean	1 bottle brandy	Medicinal	Dr. Urquhart.
do 29	Mr. Hobbs	1 bottle whiskey	do	Williams.
do 29	Mr. LeBurtas	1 do	do	do
do 29	Mr. Anderson	1 do	do	Sutherland.
do 29	Mr. Fox	1 do	do	Urquhart.
do 29	Wm. Scholefield	1 do	do	Sutherland.
do 29	Mr. Williams	1 do	do	do
do 29	M. Murphy	1 do	do	Urquhart.
do 29	Col. Mitchell	1 do	do	do
do 29	Mr. Shaughnessy	1 do	do	Williams.
do 29	Wm. Gibson	1 do	do	Sutherland.
do 29	Mrs. Maloney	1 do	do	Williams.
do 29	John Berdice	1 do	do	Sutherland.
do 29	Mr. Gordon	1 dozen ale	do	do
do 29	Mr. Glacer	1 bottle whiskey	do	do
do 29	Mr. Jones	1 do do	do	do
do 29	Mr. Smith	1 do do	do	Williams.
do 29	B. Johnston	1 do do	do	Urquhart.
do 29	Mrs. Sable	1 do brandy	do	do
do 29	Mrs. Bray	1 do port	do	do
do 29	Mr. Walsh	1 do whiskey	do	Sutherland.
do 29	Mr. Doty	1 do do	do	do
do 29	Miss Blackwell	1 pint brandy	do	Lusk.
do 29	John Costello	1 quart whiskey	do	Urquhart.
do 29	B. B. Tait	1 bottle do	do	Sutherland.
do 29	John Gallie	1 do do	do	do
do 30	Mr. Carlyle	1 do do	do	Williams.
do 30	Mr. Wilson	1 do ale	do	Sutherland.
do 30	Mr. P. Kelley	1 do whiskey	do	do
do 30	B. Johnston	1 do gin	do	do
do 30	Mrs. Maloney	1 do whiskey	do	Williams.
do 30	Capt. Crooks	1 do do	do	Sutherland.
do 30	T. McDermott	1 do do	do	Urquhart.
do 30	Mr. Tuck	½ dozen ale	do	Sutherland.
do 30	Mr. Howes	1 bottle whiskey	do	do
do 30	Wm. McCleary	1 do	do	do
do 30	Mr. Neal	1 do	do	do
do 30	Mr. Smith	1 do	do	do
do 30	Mr. Sullivan	1 do	do	Williams.
do 30	Jas. Grant	1 do	do	Urquhart.
do 31	Mr. Colligan	1 do	do	Sutherland.
do 31	Mr. Clifton	1 do	do	do
do 31	John McKay	1 do	do	do
do 31	John Hall	1 do	do	do
do 31	John Welsh	1 do	do	do
do 31	H. LeBarr	1 bottle gin	do	do
do 31	Mr. Kennedy	1 do whiskey	do	do
do 31	Mr. Tarr	1 do ale	do	Urquhart.
do 31	Mr. LeBurtas	1 pint port	do	do
do 31	Mr. Smith	1 bottle whiskey	do	do
do 31	Mr. Hall	1 do brandy	do	do
do 31	Mr. Wood	1 bottle whiskey	do	Sutherland.
do 31	Geo. Fischer	1 do	do	do
do 31	Mr. Lewis	1 do	do	do
do 31	Mr. McCraney	1 do	do	Urquhart.
do 31	Mr. Shaughnessy	1 do	do	Sutherland.
June 1	Mr. Ribble	1 do	do	Urquhart.
do 1	Mr. Gallee	1 do	do	Williams.
do 1	Mrs. Bailey	1 do	do	Sutherland.
do 1	Mr. Brown	1 do	do	do
do 1	Mr. Boyd	1 do	do	do
do 1	Mr. Smith	3 bottles ale	do	do
do 1	Mr. Ribble	1 bottle whiskey	do	do
do 1	Mr. Hill	1 do	do	do

B.— RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June	1 Mr Stinson.....	1 bottle whiskey....	Medicinal.....	Dr. Sutherland.
do	1 Fred. Smith.....	1 do.....	do.....	Urquhart.
do	1 Mr. Williams.....	1 do.....	do.....	Sutherland.
do	1 Mr. Brunel.....	1 do.....	do.....	do
do	1 W. C. Biggar.....	1 do.....	do.....	Urquhart.
do	1 Mr. McCraney.....	1 do.....	do.....	do
do	1 Mrs Coventry.....	1 do.....	do.....	do
do	1 Mr. Gibson.....	1 do.....	do.....	do
do	1 Mr. Powell.....	1 do.....	do.....	Williams.
do	1 Mr. Jones.....	1 do.....	do.....	do
do	2 Mr. McCraney.....	1 bottle ale.....	do.....	Sutherland.
do	2 Mr. Kinney.....	½ dozen ale.....	do.....	do
do	2 T. Thompson.....	1 quart whiskey....	do.....	Urquhart.
do	2 Mr. McFarlane.....	1 bottle whiskey....	do.....	do
do	2 Mr. Lyon.....	1 do.....	do.....	Williams.
do	2 Mr. Shaughnessy.....	1 do.....	do.....	do
do	2 Mr. Johnston.....	½ dozen ale.....	do.....	do
do	2 J. Fluellan.....	1 bottle whiskey....	do.....	Urquhart.
do	2 Mrs. Grant.....	2 bottles ale.....	do.....	Williams.
do	2 J. Grant.....	1 bottle whiskey....	do.....	Urquhart.
do	2 Mr. Lucas.....	1 do.....	do.....	Williams.
do	2 Mr. Wheeler.....	1 do.....	do.....	do
do	2 Mr. Boyd.....	4 bottles ale, 2 bot- tles porter.....	do.....	do
do	2 Mr. Tailby.....	1 bottle whiskey....	do.....	do
do	2 Mr. Bates.....	1 do.....	do.....	do
do	2 Mr. Galbrath.....	2 do.....	do.....	Sutherland.
do	2 T. Freeman.....	½ dozen ale.....	do.....	Urquhart.
do	2 Mr. O'Boyle.....	1 bottle whiskey....	do.....	Williams.
do	2 H. LeBarr.....	1 do gin.....	do.....	do
do	2 Mr. Mitchell.....	1 do brandy.....	do.....	do
do	2 Mr. Wise.....	1 do whiskey....	do.....	do
do	2 Mr. S. Williams.....	1 do do.....	do.....	do
do	2 Mr. Dean.....	½ dozen ale.....	do.....	Urquhart.
do	2 Mr. D. Harwood.....	1 bottle whiskey....	do.....	Sutherland.
do	2 Mr. Sandson.....	1 do.....	do.....	Williams.
do	2 Mr. Joyce.....	1 bottle wine.....	do.....	do
do	2 Mr. Brown.....	1 bottle whiskey....	do.....	Sutherland.
do	2 J. Bredin.....	1 do.....	do.....	do
do	2 Mr. Pepper.....	1 do.....	do.....	Williams,
do	2 T. McDermott.....	1 do.....	do.....	Urquhart.
do	2 Mr. Appelbe.....	1 do.....	do.....	Sutherland.
do	2 Mr. Hobbs.....	1 do.....	do.....	Williams.
do	2 Mr. Lannigan.....	1 do.....	do.....	do
do	2 D. Robinson.....	1 bottle brandy.....	do.....	Sutherland.
do	2 J. Day.....	1 bottle whiskey....	do.....	do
do	2 J. Jones.....	1 do.....	do.....	Urquhart.
do	2 S. Armstrong.....	1 do.....	do.....	do
do	2 Mrs. Gerrier.....	1 do.....	do.....	Williams.
do	2 Mr. McClaren.....	1 do.....	do.....	Sutherland.
do	2 Mr. Saley.....	½ gallon whiskey....	do.....	Williams.
do	2 Mr. Bigger.....	1 bottle whiskey....	do.....	do
do	2 Mr. Henderson.....	1 do.....	do.....	do
do	2 Mr. Mitchell.....	1 do.....	do.....	Sutherland.
do	4 Mr. LeBarr.....	1 bottle gin.....	do.....	do
do	4 Mr. Boyd.....	1 do whiskey....	do.....	do
do	4 J. Walsh.....	½ dozen ale.....	do.....	do
do	4 Mr. Coventry.....	1 bottle whiskey....	do.....	Williams.
do	4 A. Hood.....	1 do.....	do.....	Sutherland.
do	4 Mr. Johnston.....	1 do.....	do.....	Williams.
do	4 Mr. Fair.....	1 do.....	do.....	Sutherland.
do	4 Mr. Devlin.....	1 do.....	do.....	do
do	4 Mr. Pratt.....	1 do.....	do.....	Williams.
do	4 J. Shaughnessy.....	1 do.....	do.....	Sutherland.

B.— RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June	4 Mr. Harwood	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do	4 Mr. Bounsall.....	1 do	do	Johnston.
do	4 Mr. McDougald.....	1 bottle wine	do	Sutherland.
do	5 Mr. Carlyle.....	2 bottles whiskey ...	do	do
do	5 Mr. Boyd	2 do ale & 1 rye	do	do
do	5 Mr. Boon	1 bottle whiskey.....	do	Urquhart.
do	5 J. Henderson.....	1 do brandy.....	do	do
do	5 Mr. Malloney	1 bottle whiskey....	do	Sutherland.
do	5 Capt. Crooks.....	1 do	do	do
do	5 J. McKay.....	1 do	do	Urquhart.
do	5 Mrs. Manly	1 do	do	do
do	5 Mrs. Howes.....	1 do	do	Sutherland.
do	5 J. Ribble.....	1 do	do	Urquhart.
do	5 S. Decker.....	1 do	do	do
do	5 Col. Mitchell.....	1 do	do	do
do	5 Mrs. Johnston.....	1 do	do	Johnston.
do	5 Mr. McCraney	1 do	do	Urquhart.
do	5 Mr. Smith	1 do	do	Williams.
do	5 F. Smith	1 do	do	Sutherland.
do	5 Mr. Anderson.....	1 do	do	do
do	5 Mr. Desmond.....	1 do	do	Urquhart.
do	5 Miss Bixel	1 doz. porter.....	do	do
do	6 Mrs. McGiffin.....	1 doz. ale.....	do	Williams.
do	6 Mr. Peacock.....	1 bottle whiskey.....	do	Sutherland.
do	6 N. Bently.....	1 do	do	do
do	6 Mrs. Grant.....	2 bottles ale	do	Williams.
do	6 Mrs. Mickel.....	2 do	do	Urquhart.
do	6 Mr. Weir	1 bottle whiskey....	do	Sutherland.
do	6 J. Carter.....	1 do	do	Urquhart.
do	7 Mr. Venn.....	1 doz. ale.....	do	Williams.
do	7 Mr. Meddleton	2 bottles ale.....	do	do
do	7 Mr. Colligan	1 bottle ale.....	do	Urquhart.
do	7 Mr. Pratt.....	3 bottles ale.....	do	Williams.
do	7 Mr. Harris	1 bottle gin	do	do
do	7 Mr. Woods.....	1 do brandy.....	do	Sutherland.
do	7 Mr. McCraney	1 do whiskey	do	do
do	7 J. Bredin.....	1 do do	do	do
do	7 Mr. Morden.....	½ doz. ale.....	do	do
do	7 Mr. Howes.....	1 bottle whiskey....	do	do
do	7 Mr. Wood.....	1 do	do	Williams.
do	7 R. S. Appell	1 do	do	Sutherland.
do	7 Mrs. Long.....	1 do	do	Williams.
do	7 Mr. Williams.....	1 do	do	do
do	7 Mr. McDougald.....	1 do	do	do
do	7 Mr. Farr.....	1 do	do	do
do	7 Mr. Gibson	1 do	do	Johnston.
do	7 Mrs. Davidson	1 do	do	Williams.
do	7 T. Jones.....	1 do	do	Urquhart.
do	7 J. Shaughnessy.....	1 do	do	Williams.
do	8 Mr. Ribble.....	1 do	do	Sutherland.
do	8 Mr. McCreedy.....	½ gall. whiskey	do	do
do	8 Mrs. Scott.....	1 bottle gin.....	do	Williams.
do	8 Mr. Wilson.....	1 bottle whiskey....	do	Mitchell.
do	8 Mr. Mitchell.....	1 do	do	do
do	8 Mr. McFarlane.....	1 do	do	Sutherland.
do	8 J. Askin.....	1 do	do	do
do	8 Mr. Shaw.....	1 do	do	do
do	8 Mr. Spencer	½ doz. ale, ½ doz. porter.....	do	do
do	8 Mr. Dean.....	½ doz. ale.....	do	Urquhart.
do	8 Mr. Shaughnessy.....	1 bottle whiskey....	do	Sutherland.
do	8 J. Chisholm.....	2 bottles ale.....	do	do
do	8 Mrs. Belyea.....	1 bottle port wine...	do	do
do	8 Mr. Farr.....	1 bottle whiskey....	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 8	Mr. McCraney	1 bottle whiskey	Medicinal	Dr. Williams.
do 8	Mr. Jacklyn	1 do	do	do
do 8	T. T. Harris	1 do	do	Sutherland.
do 8	Mr. Freeman	½ doz. ale	do	Williams.
do 8	Mr. Pailby	1 pint whiskey	do	Urquhart.
do 8	Mrs Johnson	1 bottle whiskey	do	do
do 8	Mr. Boyd	1 do	do	Sutherland.
do 9	Mr. Wood	1 do	do	do
do 9	Mr. Greenass	1 do	do	do
do 9	Mr. Ribble	1 do	do	do
do 9	Mr. Shaughnessy	1 do	do	Williams.
do 9	Mr. McDermott	1 do	do	do
do 9	Capt. Crooks	1 do	do	do
do 9	P. Colligan	1 do	do	Urquhart
do 9	J. Sawyer	1 do	do	Sutherland.
do 9	Mr. Wise	1 do	do	Williams.
do 9	Mr. Andrew	1 do	do	do
do 9	Mr. Bates	1 do	do	do
do 9	Mr. Malloney	1 do	do	Sutherland.
do 9	Mr. Douglas	1 do	do	Urquhart.
do 9	Mr. Cross	1 bottle port wine	do	Sutherland.
do 9	Mrs. Nordheimer	1 bottle whiskey	do	Urquhart.
do 9	Mr. Husband	1 do	do	do
do 9	Mr. O'Byle	1 do	do	Sutherland.
do 9	J. McKay	1 do	do	Urquhart.
do 9	D. Robinson	1 do	do	Williams.
do 9	Mr. McDonald	1 do	do	Sutherland.
do 9	Geo. Tizard	1 do	do	do
do 9	Mr. Howarth	1 do	do	do
do 9	Col. Mitchell	1 do	do	do
do 9	Mr. Smith	1 do	do	do
do 9	Mr. Bredin	1 do	do	do
do 9	Mr. McDougald	1 do	do	do
do 9	Mr. Garvie	1 do	do	Williams.
do 9	Mrs. Jones	1 do	do	Sutherland.
do 9	S. Decker	1 do	do	do
do 9	Mrs. Coventry	1 do	do	do
do 9	Jno. McKay	1 do	do	do
do 9	Jno. Patterson	1 quart whiskey	do	Urquhart.
do 9	Mrs. Bell	1 bottle do	do	Sutherland.
do 10	Geo. Powell	1 do do	do	do
do 10	Mr. Carlyle	½ gallon do	do	Williams.
do 10	Mrs. Garvie	1 bottle do	do	do
do 10	Mr. Scholefield	1 do do	do	Urquhart.
do 10	J. Gallie	1 quart whiskey	do	Sutherland.
do 10	Mr. Cornwall	1 do	do	do
do 10	Mr. Galbreath	1 do	do	do
do 10	Mrs. Kelley	1 do	do	do
do 10	J. Litchfield	1 do	do	Urquhart.
do 10	Mr. Mitchell	1 do	do	do
do 10	Mr. Robertson	1 do	do	Sutherland.
do 10	Mr. Atkinson	1 do	do	do
do 10	Mr. Tobin	1 do	do	Williams.
do 11	Mrs. Jones	1 do	do	Sutherland.
do 11	Mr. McDougald	1 do	do	do
do 11	Mr. Dean	2 ale	do	Urquhart.
do 11	Mr. Pullen	3 do	do	Sutherland.
do 11	Mr. Lewis	1 bottle whiskey	do	Williams.
do 11	S. Curtis	1½ cye, 1 pint port wine	do	Urquhart.
do 12	Mr. Williams	1 bottle whiskey	do	Sutherland.
do 12	B. Johnston	1 do	do	do
do 12	F. Puhard	1 do	do	do
do 12	Mrs. Coventry	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 12	Mr. Shaughnessy	1 bottle whiskey.....	Medicinal	Dr. Williams.
do 12	Mr. Robertson	1 do	do	do
do 12	A. Stewart	1 do	do	Urquhart.
do 13	Mrs. Johnston	1 bottle gin	do	do
do 13	Mr. Dewherry	1 bottle whiskey.....	do	Williams.
do 13	Mr. J. Conley	1 do	do	Sutherland.
do 13	Mr. Long	1 do	do	Williams.
do 13	Mr. Barclay	1 do	do	do
do 13	Mr. Pecker	1 do	do	do
do 13	Mr. McCreedy	1 do	do	do
do 13	Mr. Sawyer	1 do	do	do
do 13	Mr. Robinson	1 do	do	Urquhart.
do 13	Mr. McDougald.....	1 do	do	Sutherland.
do 13	Mr. Ratchell	1 pint brandy	do	Urquhart.
do 13	Mr. Shaughnessy	1 do whiskey	do	do
do 13	G. Fischer	1 bottle whiskey.....	do	Sutherland.
do 13	J. Litchfield	1 do	do	do
do 14	Mr. Labertis	1 do	do	Urquhart.
do 14	J. Johnston.....	1/2 dozen ale.....	do	Sutherland.
do 14	Alex. Maison	1 bottle whiskey.....	do	do
do 14	W. Scholefield	1 do	do	Urquhart.
do 14	Mr. Shaughnessy	1 do	do	Williams.
do 14	Mr. Campbell.....	1 do	do	Sutherland.
do 14	Mr. Farr.....	1/2 dozen ale.....	do	Urquhart.
do 14	Miss Johnston	1 bottle gin.....	do	do
do 14	W. Bell.....	1 do whiskey	do	Sutherland.
do 14	J. Bredin.....	1/2 dozen ale.....	do	do
do 14	Mr. Malloney.....	1 bottle whiskey	do	do
do 14	B. Butler	4 do ale.....	do	Urquhart.
do 14	Mrs. Maison	1 do brandy	do	Williams.
do 14	F. Smith	1 bottle whiskey.....	do	do
do 14	Mr. Johnston.....	1 do	do	do
do 14	W. Bounsell.....	1 do	do	Johnson.
do 14	Mr. Rogers	1 bottle gin.....	do	Williams.
do 14	Sam. Decker	1/2 gallon whiskey.....	do	Sutherland.
do 14	Mr. Johnston.....	1 bottle whiskey.....	do	do
do 15	Mrs. Long	1 do	do	Urquhart.
do 15	A. Mason.....	1 do	do	do
do 15	Mr. Slacre.....	1 do	do	Sutherland.
do 15	F. Smith.....	1 do	do	Urquhart.
do 15	Mr. Williams.....	1 do	do	Sutherland.
do 15	Mr. Pickering.....	1 do	do	do
do 15	Mr. Biggar.....	1 do	do	do
do 15	Mrs. Sullivan.....	1 bottle gin.....	do	Williams.
do 15	Jos. Long	1 do whiskey	do	Urquhart.
do 15	T. Jones.....	1 do do	do	do
do 15	B. Middleton.....	1 do ale.....	do	Williams.
do 15	C. Culhane.....	1 quart whiskey.....	do	Urquhart.
do 15	Mrs. Walsh.....	1 bottle whiskey	do	Sutherland.
do 15	John Askins.....	2 bottles ale.....	do	do
do 15	Mr. Boon.....	1 bottle whiskey	do	Williams.
do 15	Mrs. Lavur.....	1 do	do	Sutherland.
do 15	Mrs. Coventry.....	1 do	do	do
do 15	John Smith.....	1 do	do	Urquhart.
do 16	John McKnight.....	1 do	do	do
do 16	Mr. Dean.....	1/2 dozen ale.....	do	do
do 16	Geo. Elwood.....	1 bottle whiskey.....	do	Sutherland.
do 16	G. Grant	1 do	do	Urquhart.
do 16	Mr. Crooks.....	1/2 dozen ale.....	do	Sutherland.
do 16	Mr. Wanskell.....	1 bottle whiskey.....	do	do
do 16	Mr. Biggs.....	1 do	do	do
do 16	Mr. Day.....	1 do	do	do
do 16	Mr. Boyd.....	2 bottles ale & porter	do	do
do 16	Mr. Wilson.....	1 bottle whiskey	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 16	Mr. LeBarr.....	1 bottle gin.....	Medicinal	Dr. Sutherland.
do 16	John Lane.....	1 do whiskey....	do	do
do 16	Mr. Connor.....	1 do do	do	do
do 16	Mr. McCraney.....	1 dozen ale.....	do	do
do 16	Mr. Mason.....	1 bottle whiskey....	do	do
do 16	John Welsh.....	1 do	do	do
do 16	E. Post.....	1 do	do	Urquhart.
do 16	Mrs. Grant.....	2 bottles ale.....	do	do
do 16	Sam. Wise.....	1 1/2 dozen ale.....	do	Sutherland.
do 16	Mr. McCraney.....	1 bottle whiskey....	do	do
do 16	Mr. Carlisle.....	2 bottles do	do	do
do 16	T. McDermott.....	1 bottle whiskey....	do	do
do 16	Chas. Wood.....	1 do	do	do
do 16	Mr. Maloney.....	1 do	do	Williams.
do 16	Mr. Bates.....	1 do	do	do
do 16	Mr. Henderson.....	1 do	do	Sutherland.
do 16	Mr. Dent.....	1 do	do	do
do 16	John Ford.....	1 do	do	Urquhart.
do 16	Mr. McCraney.....	1 1/2 dozen ale....	do	Sutherland.
do 16	John Patterson.....	1 bottle whiskey....	do	do
do 16	Col. Mitchell.....	1 do	do	Urquhart.
do 16	J. Shaughnessy.....	1 do	do	do
do 18	Mrs. Maloney.....	1 do	do	do
do 18	Mr. Williams.....	1 do	do	Sutherland.
do 18	T. McDermott.....	1 do	do	Urquhart.
do 18	Wm. Welsh.....	1 do	do	Williams.
do 18	John Hewitt.....	1 do	do	Urquhart.
do 18	Mr. Colligan.....	1 do	do	Sutherland.
do 18	John Shaughnessy.....	1 do	do	do
do 18	T. Carlisle.....	1 do	do	do
do 18	Mr. Walton.....	1 do	do	do
do 18	John McKay.....	1 do	do	Urquhart.
do 18	Col. Mitchell.....	1 do	do	do
do 18	Mr. McDonald.....	1 do	do	Sutherland.
do 18	Wm. Anderson.....	1 1/2 dozen ale.....	do	do
do 18	T. Jones.....	1 bottle whiskey....	do	do
do 18	Mr. McCraney.....	1 do	do	Williams.
do 19	Mrs. Sawyer.....	1 do	do	do
do 19	Mr. Williams.....	1 do	do	Sutherland.
do 20	Mr. Docherty.....	1 do	do	Urquhart.
do 20	Ben. Tuck.....	1 1/2 dozen ale.....	do	Sutherland.
do 20	John Haley.....	1 bottle whiskey....	do	do
do 20	Mr. Anderson.....	1 dozen ale	do	Williams.
do 20	Mr. Tait.....	1 do	do	Johnston.
do 20	Mr. Lucas.....	1 bottle whiskey....	do	Sutherland.
do 20	Mrs. Gordon.....	1 do	do	Williams.
do 20	Mr. Sovereign.....	1 do	do	do
do 20	John Haston.....	1 do	do	Urquhart.
do 20	Mr. Pollick.....	1 do	do	Sutherland.
do 20	Mr. Battle.....	1 do	do	Williams.
do 20	Mr. Moffat.....	1 do	do	Sutherland.
do 20	Mrs. Perkins.....	1 pint brandy.....	do	Urquhart.
do 20	Mr. Lewis.....	1 bottle whiskey....	do	Williams.
do 21	Mr. Brunet.....	1 do	do	Sutherland.
do 21	J. Kelly.....	1 do	do	do
do 21	Mr. McLawry.....	1 1/2 dozen ale	do	do
do 21	Mr. Hood.....	1 bottle whiskey....	do	do
do 21	Mr. Jones.....	1 do	do	do
do 21	Mr. Bently.....	1 do	do	Williams.
do 21	Mr. Kenney.....	1 bottle brandy.....	do	do
do 21	T. Jones.....	1 bottle whiskey....	do	Urquhart.
do 21	Mr. Bredin.....	1 do	do	do
do 21	Mrs. McCraney.....	1 1/2 dozen ale	do	do
do 21	J. Jacklan.....	1 bottle gin.....	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Dat.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 21	Col. Mitchell	1 bottle whiskey....	Medicinal	Dr. Urquhart.
do 21	Mrs. Landson	1 do	do	Williams.
do 21	Mr. Becher	1 do	do	Sutherland.
do 21	Mr. Sanderson	1 do	do	Williams.
do 21	J. Shaughnessy	1 do	do	Sutherland.
do 21	J. Kelly.....	1 do	do	do
do 22	Mr. Spencer	1/2 dozen porter	do	do
do 22	Mr. Smith	1 bottle whiskey	do	do
do 22	J. Tuck	1/2 dozen ale	do	do
do 22	John Beard.....	1 bottle port	do	do
do 22	Mr. Williams	1 bottle whiskey....	do	do
do 22	Mr. Cullingworths.....	1 do	do	do
do 22	John McAdam.....	1 do	do	Urquhart.
do 22	Mrs. Long.....	1 do	do	do
do 22	Mr. Shaughnessy.....	1 do	do	Sutherland.
do 22	Mr. Jones.....	1 do	do	Urquhart.
do 22	Mr. Coventry	1 do	do	Williams.
do 22	— Bray.....	1 bottle port.....	do	Urquhart.
do 22	Mr. Bird.....	1 bottle whiskey....	do	do
do 23	T. Freeman.....	1/2 dozen ale.....	do	do
do 23	Mr. Williams.....	1 bottle whiskey....	do	Sutherland.
do 23	George Wass	1 do	do	Urquhart.
do 23	J. Boon.....	1 do	do	Sutherland.
do 23	Mr. Coulton	1 do	do	do
do 23	Mr. Rutledge	1 do	do	Johnston.
do 23	Mr. McCready	1 do	do	Sutherland.
do 23	James Cunningham.....	1 do	do	do
do 23	George Powell.....	1 do	do	do
do 23	George Fox	1 bottle brandy ..	do	do
do 23	Mrs. Steel.....	1/2 dozen ale.....	do	do
do 23	John Shaughnessy	1 bottle whiskey....	do	Williams.
do 23	Mr. Stokes.....	1 do	do	Sutherland.
do 23	Mr. Hood.....	1 pint brandy.....	do	Urquhart.
do 24	J. Sanfield	1 bottle whiskey....	do	Sutherland.
do 24	Mr. Murphy.....	1 dozen ale.....	do	do
do 24	Mr. West.....	1 bottle whiskey....	do	Urquhart.
do 24	Mr. Docherty	1 do	do	do
do 24	Mr. Freeman.....	1 do	do	Williams.
do 24	Mr. LeBarr	1 do	do	do
do 24	Mr. Wheeler	1 do	do	do
do 24	Mr. Grant.....	1 do	do	Urquhart.
do 24	T. Shaw.....	1 do	do	do
do 24	Mr. McDermott	1 do	do	Williams.
do 24	J. Patterson.....	1 do	do	Urquhart.
do 24	James Babitch.....	1 do	do	Sutherland.
do 24	J. Armstrong	1 do	do	Urquhart.
do 24	James McKnight.....	1 do	do	do
do 24	John Moulton	1 do	do	do
do 24	Mr. Johnston	1 do	do	Sutherland.
do 24	Miss Maloney.....	1 do	do	Williams.
do 24	Mr. Garvie.....	1 do	do	do
do 24	J. Devlin.....	1 do	do	Sutherland.
do 24	D. Lucas.....	1 db	do	do
do 24	Joe Long.....	1 do	do	do
do 24	T. Biggar.....	1 do	do	do
do 24	Mr. Henderson.....	1 do	do	do
do 24	Mr. Vann.....	1 do	do	do
do 24	Mr. Spencer.....	1 do	do	do
do 24	Mr. Williams.....	1 do	do	do
do 24	Col. Mitchell.....	1 do	do	Williams.
do 24	Sam. Reynolds	1 do	do	Urquhart.
do 24	Mrs. Coventry.....	1 do	do	Williams.
do 24	Mr. Shaughnessy.....	1 do	do	do
do 24	S. Decker.....	1 do	do	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 24	T. Jones.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do	24 J. Costello.....	1 quart whiskey.....	do.....	do
do	24 Mrs. Clarkson.....	2 dozen ale.....	do.....	Williams.
do	24 P. Cuihane.....	1 bottle whiskey.....	do.....	Urquhart.
do	24 Mr. Staley.....	1 gallon do.....	do.....	Williams.
do	24 Mrs. Morden.....	1 bottle brandy.....	do.....	do
do	24 Mr. Bell.....	1 bottle whiskey.....	do.....	Sutherland.
do	26 J. McGarvey.....	1 do.....	do.....	Urquhart.
do	26 Mr. Wass.....	1 do.....	do.....	Williams.
do	26 J. Shaughnessy.....	1 do.....	do.....	Sutherland.
do	26 Mrs. Garvie.....	1 do.....	do.....	Williams.
do	26 Ed. Ryan.....	1 do.....	do.....	Urquhart.
do	26 B. Johnston.....	1 do.....	do.....	Sutherland.
do	26 J. Williams.....	1 do.....	do.....	do
do	26 P. Cuihane.....	1 do.....	do.....	Urquhart.
do	26 Mr. Hogias.....	1 do.....	do.....	do
do	26 J. McGee.....	1 do.....	do.....	do
do	26 G. Mitchell.....	1 do.....	do.....	do
do	26 J. Dougherty.....	1 do.....	do.....	Sutherland.
do	26 J. Walsh.....	1 do.....	do.....	do
do	26 M. Murphy.....	1 do.....	do.....	Urquhart.
do	26 P. Kelly.....	1 do.....	do.....	Sutherland.
do	26 Miss Costello.....	1 bottle brandy.....	do.....	Williams.
do	26 J. Cunningham.....	1 do ale.....	do.....	Sutherland.
do	26 Mr. Mulligan.....	1 bottle whiskey.....	do.....	do
do	26 A. Conover.....	1 do.....	do.....	Urquhart.
do	26 J. Shaughnessy.....	1 do.....	do.....	Sutherland.
do	26 Joe Long.....	1 do.....	do.....	do
do	26 Mr. Bredin.....	1 do.....	do.....	do
do	26 G. Cliff.....	1 do.....	do.....	do
do	26 S. Reynolds.....	1 do.....	do.....	Urquhart.
do	26 Mr. Williams.....	1 do.....	do.....	Sutherland.
do	26 Mr. Lucas.....	1 do.....	do.....	Williams.
do	26 Mr. Lewis.....	1 do.....	do.....	do
do	26 J. Manley.....	1 do.....	do.....	Urquhart.
do	26 G. Powell.....	1 do.....	do.....	Sutherland.
do	26 J. McKay.....	1 pint brandy.....	do.....	do
do	26 Mr. Anderson.....	1 dozen ale.....	do.....	Williams.
do	26 Mr. Desmond.....	1 bottle whiskey.....	do.....	Sutherland.
do	26 Mr. Johnston.....	1 do.....	do.....	do
do	26 Mr. Gallie.....	1 do.....	do.....	Williams.
do	26 Mrs. Walsh.....	1 do.....	do.....	Urquhart.
do	26 Geo. Nichol.....	1 do.....	do.....	do
do	26 Mr. Penny.....	1 pint brandy.....	do.....	do
do	27 Mr. McDermott.....	1 bottle whiskey.....	do.....	do
do	27 Mr. Devlin.....	1 do do.....	do.....	do
do	27 Mr. Day.....	1 do do.....	do.....	do
do	27 Mr. Cameron.....	1 pint do.....	do.....	do
do	27 Mr. Biggar.....	1 quart do.....	do.....	do
do	27 Mr. Shaw.....	1 bottle do.....	do.....	Sutherland.
do	27 Mrs. McClintighan.....	1 do do.....	do.....	do
do	27 Capt. Crooks.....	1 do do.....	do.....	Urquhart.
do	27 Mrs. Grant.....	2 bottles ale.....	do.....	Williams.
do	27 Mr. Crow.....	1 bottle whiskey.....	do.....	Sutherland.
do	27 Mr. Walsh.....	1 do do.....	do.....	do
do	27 Mr. Robinson.....	1 do do.....	do.....	do
do	27 Mr. Staley.....	1 gallon do.....	do.....	Williams.
do	27 Mr. Dougherty.....	1 bottle whiskey.....	do.....	do
do	28 Mr. Conover.....	1 do.....	do.....	do
do	28 G. Powell.....	1 do.....	do.....	Urquhart.
do	28 T. Freeman.....	1 do.....	do.....	do
do	28 Mr. Johnston.....	1 do.....	do.....	Johnston.
do	28 M. Williams.....	1 bottle brandy.....	do.....	Urquhart.
do	28 Mr. Anderson.....	1 do whiskey.....	do.....	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 28	Mr. Churchill.....	1 bottle whiskey.....	Medicinal	Dr. Urquhart.
do	28 Mr. Colton.....	1 do do	do	Sutherland.
do	28 J. Hinton.....	2 dozen do	do	Urquhart.
do	28 Mrs. Ball.....	1 bottle whiskey.....	do	Sutherland.
do	28 J. Boom.....	1 do	do	do
do	28 Mrs. Duner.....	1 do	do	Urquhart.
do	28 Mr. Sherin.....	3 bottles ale.....	do	Sutherland.
do	28 J. Williams.....	1 bottle whiskey.....	do	do
do	28 F. Jones.....	1 do	do	Urquhart.
do	28 Geo. Morden.....	8 bottles ale.....	do	Sutherland.
do	28 Mrs. Sargant.....	1 bottle whiskey.....	do	do
do	28 Mr. Lewis.....	1 do	do	Williams.
do	28 Mr. Colligan.....	2 dozen ale.....	do	Urquhart.
do	28 Geo. Powell.....	1 bottle whiskey.....	do	Sutherland.
do	28 S. Licks.....	1 do do	do	do
do	29 Mr. Staley.....	2 gallon do	do	Williams.
do	29 J. Docherty.....	1 bottle whiskey.....	do	Sutherland.
do	29 Mr. Duncan.....	1 do	do	Williams.
do	29 J. Costello.....	1 do	do	Urquhart.
do	29 C. Morden.....	1 do	do	Sutherland.
do	29 G. Hillary.....	1 do	do	Williams.
do	29 Mr. Ribble.....	1 do	do	Sutherland.
do	29 Mr. Moulton.....	1 do	do	do
do	29 Mr. Townsend.....	1 bottle porter.....	do	Urquhart.
do	29 Mr. Baker.....	2 gallon whiskey....	do	Williams.
do	29 Mr. Colligan.....	1 bottle whiskey.....	do	Sutherland.
July	2 Mr. Donelly.....	1 do	do	do
do	2 T. Sawyer.....	1 do	do	Urquhart.
do	2 Mr. Tait.....	1 do	do	Sutherland.
do	2 Mr. Henderson.....	1 do	do	do
do	2 Mr. Dueberry.....	1 do	do	do
do	2 Mr. Reynolds.....	1 do	do	Williams.
do	2 Mr. McKay.....	1 do	do	do
do	2 Mr. Walsh.....	1 do	do	do
do	2 Mr. Spencer.....	2 dozen porter.....	do	Sutherland.
do	2 Mr. Ramsay.....	1 bottle whiskey.....	do	do
do	2 Mr. Chisholm.....	1 do	do	do
do	2 Kate Murphy.....	1 pint port.....	do	Urquhart.
do	2 Mr. Hughes.....	1 bottle whiskey.....	do	Williams.
do	2 Mr. Richardson.....	1 do	do	do
do	2 Mr. Anderson.....	1 pint port.....	do	do
do	2 Mr. Williams.....	1 bottle whiskey.....	do	Sutherland.
do	2 Mrs. Morder.....	1 do	do	do
do	2 J. Long.....	1 do	do	Urquhart.
do	2 Mr. Colligan.....	1 do	do	do
do	2 Mr. Horker.....	1 do	do	do
do	2 T. Jones.....	1 do	do	do
do	2 Geo. Brown.....	1 do	do	do
do	2 Mr. McDougald.....	1 bottle shetry.....	do	Sutherland.
do	2 Mr. McDermitt.....	1 bottle whiskey.....	do	Urquhart.
do	2 Mr. Freeman.....	1 do	do	Williams.
do	2 John McCleen.....	1 do	do	Urquhart.
do	2 Mr. Shaughnessy.....	1 do	do	do
do	2 Mr. Bates.....	1 do	do	Williams.
do	2 A. Douglass.....	1 do	do	Sutherland.
do	2 Mr. Colligan.....	1 do	do	Urquhart.
do	2 Mr. Walsh.....	1 do	do	Williams.
do	2 Mr. Garvil.....	1 do	do	do
do	2 Mr. McCraney.....	2 dozen ale.....	do	do
do	2 Mr. McKay.....	1 bottle rye.....	do	do
do	2 General Grant.....	2 dozen ale.....	do	Urquhart.
do	2 Mr. Sherin.....	2 bottles ale.....	do	Williams.
do	2 Mr. Maloney.....	1 bottle whiskey.....	do	Sutherland.
do	2 Mr. Jones.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July	2 P. O'Boyle.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do	2 Sam. Reynolds.....	1 do	do	do
do	2 Mr. Lucas.....	1 do	do	Sutherland.
do	2 Mr. Brun.....	1 doz. ale.....	do	do
do	2 Mr. Docherty.....	1 bottle whiskey.....	do	Williams.
do	2 Mr. Blecure.....	1 do	do	do
do	2 Mr. Meddelton.....	1 do	do	do
do	2 Mr. Wilson.....	1 do	do	do
do	2 Mr. Long.....	1 do	do	do
do	2 Mr. Williams.....	1 do	do	Sutherland.
do	2 Mr. Cornwall.....	1 do	do	Urquhart.
do	2 Mr. Dean.....	1 do	do	do
do	2 Geo. Powell.....	1 do	do	Sutherland.
do	2 Mr. Golding.....	1 do	do	do
do	2 Mr. Long.....	1 do	do	Urquhart.
do	2 Col. Mitchell.....	1 do	do	Sutherland.
do	2 John Patterson.....	1 do	do	do
do	2 Mr. McCready.....	1 do	do	do
do	2 Mr. Jones.....	1 do	do	do
do	2 Mr. Apelbee.....	1 do	do	do
do	2 Mr. Costello.....	1 bottle sherry.....	do	Urquhart.
do	2 Mrs. Coventry.....	1 bottle whiskey.....	do	Williams.
do	2 J. Docherty.....	1 do	do	Urquhart.
do	2 Mr. Chisholm.....	1 do	do	Sutherland.
do	2 Mr. Haaker.....	1 pint rum.....	do	Williams.
do	2 Mr. Shaughnessy.....	1 do	do	do
do	8 Mr. Carlyle.....	1 1/2 gallon whiskey.....	do	do
do	8 T. McDermott.....	1 do	do	do
do	3 Col. Mitchell.....	1 bottle whiskey.....	do	Urquhart.
do	3 Jas. Cameron.....	1 do	do	do
do	3 T. Owens.....	1 do	do	Sutherland.
do	3 Mr. Shields.....	1 do	do	do
do	3 Mrs. Glendenning.....	1 do	do	do
do	3 Mr. Anderson.....	1 do	do	Williams.
do	3 N Riggs.....	1 do	do	Urquhart.
do	3 Mr. Lewis.....	1 do	do	Williams.
do	3 Mr. Kelly.....	1 doz. porter.....	do	Sutherland.
do	3 Mr. Coventry.....	1 bottle whiskey.....	do	Williams.
do	3 Mrs. Doman.....	1 do gin.....	do	Urquhart.
do	3 Mrs. Sullivan.....	1 bottle whiskey.....	do	Williams.
do	3 John Bredin.....	1 do	do	Sutherland.
do	3 John Costello.....	1 do	do	Urquhart.
do	3 Mrs. Bell.....	1 do	do	Sutherland.
do	3 John Gallie.....	1 do	do	do
do	3 John Shaughnessy.....	1 do	do	do
do	3 J. Bacon.....	1 do	do	do
do	3 John Litchfield.....	1 do	do	do
do	4 Mr. Coligan.....	1 do	do	do
do	4 J. Anderson.....	1 do	do	do
do	4 Jas McQuin.....	1 do	do	Urquhart.
do	4 Mr. Wheeler.....	1 do	do	Williams.
do	4 Mr. Dent.....	1 do	do	do
do	4 Mrs. Halloran.....	1 do	do	Sutherland.
do	4 Mrs Lewis.....	1 do	do	Williams.
do	4 J. Boon.....	1 do	do	do
do	4 J. Chisholm.....	1 do	do	Sutherland.
do	4 Jos. Hall.....	1 do	do	do
do	4 Mr. Smith.....	1 do	do	do
do	4 John Bacon.....	1 doz. ale.....	do	Urquhart.
do	4 Mr. Long.....	1 quart whiskey.....	do	Williams.
do	4 Mrs. McCraney.....	1 doz. ale.....	do	do
do	4 Mr. Farmer.....	2 do	do	Sutherland.
do	4 J. Moulton.....	1 bottle whiskey.....	do	do

B.—RETURN of LIQUORS sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser,	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 4	Miss O'Connel.....	1 bottle whiskey & ½ doz. ale.....	Medicinal	Dr. Williams.
do 4	Mr. Ziller.....	1 bottle port wine...	do	do
do 4	Mr. Colligan.....	1 bottle rye.....	do	Sutherland.
do 4	J. Anderson.....	1 do	do	do
do 4	Mrs. Sherman.....	1 do	do	do
do 4	Mrs. Anderson.....	1 bottle rye & ½ doz. ale	do	Williams.
do 4	Mr. Askings	1 bottle whiskey.....	do	Sutherland.
do 4	Jno. Smith.....	2 quarts do	do	Urquhart.
do 5	John Shaghnessy	1 bottle whiskey	do	Sutherland.
do 5	Mr. Gullede	1 do port	do	do
do 5	Mr. Tizard.....	1 bottle whiskey ..	do	do
do 5	Geo. Lawrence.	1 do	do	do
do 5	John Lang	1 do	do	Urquhart.
do 5	R. Kerr	1 do	do	do
do 5	Mr. Walsh	1 do	do	Williams.
do 5	Mr. Carlyle.....	1 do	do	Sutherland.
do 5	Mr. Biggar.....	1 do	do	Williams.
do 5	John Bacon.....	1 do	do	Urquhart.
do 5	Wm. Smith.....	1 do	do	Sutherland.
do 5	Mr. Carlyle.....	1 do	do	do
do 5	Geo. Richardson.....	1 do	do	do
do 5	Mr. Coulton	1 do	do	do
do 5	John Armstrong	1 do	do	Urquhart.
do 5	Mr. Forbes.....	1 do	do	Williams.
do 5	Mr. Staley.....	1 do	do	do
do 5	Mr. Douglas	1 do	do	Urquhart.
do 5	Tom Jones.....	1 do	do	do
do 5	Mr. Smith	1 do	do	Williams.
do 5	Mr. W. Sanderson	1 do	do	do
do 5	Mr. Kerr.....	1 do	do	Sutherland.
do 5	Mr. McDougald.....	1 do	do	do
do 5	Mr. Hood.....	1 do	do	Urquhart.
do 5	Mr. Culhane.....	1 do	do	Williams.
do 6	D. Lucas.....	1 do	do	Sutherland.
do 6	P. O'Boyle	½ gal. whiskey.	do	do
do 6	John Bacon.....	2 doz. ale	do	Urquhart.
do 6	James McGuire	1 bottle whiskey	do	do
do 6	Mr. Lyons.....	1 do	do	Williams.
do 6	John Bredin	1 do	do	do
do 6	Mrs. Parish.....	1 do	do	do
do 6	Mr. Farr.....	1 do	do	do
do 6	Mr. McDougald	1 do	do	Sutherland.
do 6	Mr. Lewis	1 do	do	Williams.
do 6	Mrs. Burk	½ doz. ale.....	do	do
do 6	Mr. Leach	1 bottle whiskey	do	Sutherland.
do 6	Mr. Freeman	1 do	do	do
do 6	John Patterson	1 do	do	do
do 6	Col. Mitchell	1 do	do	do
do 6	Mr. Peer.....	1 do	do	do
do 6	Mr. Williams	1 do	do	do
do 6	Mr. Carlyle.....	1 do	do	do
do 6	Mr. Low	1 do	do	Marshall.
do 6	H. Farr	1 do	do	Urquhart.
do 6	Mr. Jones	1 do	do	Sutherland.
do 6	T. Hughes.....	1 do	do	Urquhart.
do 6	Mr. Middleton.	1 do	do	Williams.
do 6	Mr. Anderson.....	1 do	do	do
do 6	Mr. Steele	1 do	do	do
do 7	H. Wilson	1 bottle ale	do	Sutherland.
do 7	Mr. Tait.....	1 do whiskey.....	do	do
do 7	Jas. Grant.....	½ doz. ale.....	do	do
do 7	J. Docherty	1 bottle whiskey	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 7	Mrs. Bastedo.....	1 doz. ale.....	Medicinal.....	Dr. Sutherland.
do 7	Mr. Colligan.....	1 do.....	do.....	Williams.
do 7	Mr. Hogan.....	1 bottle whiskey.....	do.....	do
do 7	Mr. Myers.....	1 do.....	do.....	do
do 7	Mr. McCraney.....	1 doz. ale.....	do.....	do
do 7	Mr. Drew.....	1 bottle whiskey.....	do.....	do
do 7	T. McDermott.....	1 do.....	do.....	Sutherland.
do 7	J. Carlyle.....	1 do.....	do.....	do
do 7	B. Johnston.....	1 do.....	do.....	do
do 7	Mr. Colligan.....	1 do.....	do.....	do
do 7	Miss Malloney.....	1 do.....	do.....	Williams.
do 7	Mr. Harwood.....	1 do.....	do.....	Sutherland.
do 7	Mr. Freeman.....	1 doz. ale.....	do.....	Williams.
do 7	M. Murphy.....	1 do.....	do.....	do
do 7	Mr. Lane.....	1 quart whiskey.....	do.....	do
do 7	Mr. McCreedy.....	1 bottle whiskey.....	do.....	Urquhart.
do 7	Mr. Lanagan.....	1 do.....	do.....	Williams.
do 7	S. Curtis.....	1 gal. whiskey.....	do.....	Urquhart.
do 7	Mr. Bates.....	1 bottle whiskey.....	do.....	Williams.
do 7	J. Dougherty.....	1 do.....	do.....	Urquhart.
do 7	Mr. Carpenter.....	1 do.....	do.....	do
do 7	Mr. Farr.....	1 do.....	do.....	Williams.
do 7	Mr. Costello.....	1 do.....	do.....	do
do 7	Mr. Smith.....	1 do.....	do.....	do
do 7	Mr. Robertson.....	1 do.....	do.....	do
do 7	J. Walsh.....	1 do.....	do.....	Sutherland.
do 7	M. Murphy.....	1 do.....	do.....	Urquhart.
do 7	J. Bacon.....	1 do.....	do.....	do
do 7	W. Failby.....	1 do.....	do.....	do
do 7	C. E. Wood.....	1 do.....	do.....	Sutherland.
do 7	Mrs. Morden.....	1 do.....	do.....	do
do 7	Mr. Shaughnessy.....	1 do.....	do.....	Williams.
do 7	Mr. Picket.....	1 do.....	do.....	Sutherland.
do 7	John Fitzgerald.....	1 do.....	do.....	do
do 7	Mr. Quinn.....	1 do.....	do.....	do
do 7	Mr. Williams.....	1 do.....	do.....	do
do 7	Mr. Wellwood.....	1 dozen ale.....	do.....	Urquhart.
do 7	Mr. Bently.....	1 bottle whiskey.....	do.....	Williams.
do 7	Mr. Abbott.....	1 do.....	do.....	Sutherland.
do 7	Mr. Boyd.....	1 do.....	do.....	Williams.
do 7	Mrs. Prouse.....	2 bottles stout.....	do.....	do
do 7	T. Jones.....	1 bottle whiskey.....	do.....	do
do 7	J. Bredin.....	1 do.....	do.....	Sutherland.
do 7	Col. Smith.....	1 do and	do.....	do
do 7	G. Stinson.....	1 bottle sherry.....	do.....	do
do 7	Mr. Walsh.....	1 bottle whiskey.....	do.....	Williams.
do 7	Mr. Anderson.....	1 do.....	do.....	do
do 7	Mr. Farr.....	1 do.....	do.....	Sutherland.
do 7	Mr. Galbreath.....	1 doz. ale.....	do.....	Urquhart.
do 7	T. Reynolds.....	1 bottle whiskey.....	do.....	Sutherland.
do 9	Col. Patton.....	1 do.....	do.....	Urquhart.
do 9	Nic Decker.....	1 do.....	do.....	Sutherland.
do 9	R. McClennan.....	1 do.....	do.....	Urquhart.
do 9	Mr. Lewis.....	1 do.....	do.....	Williams.
do 9	John Gill.....	1 do.....	do.....	Sutherland.
do 9	Mr. Lewis.....	1 do.....	do.....	Williams.
do 9	Mr. Garvin.....	1 do.....	do.....	do
do 9	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 9	J. Burns.....	1 do.....	do.....	Urquhart.
do 9	J. Shaughnessy.....	1 do.....	do.....	Sutherland.
do 9	Mr. D. ugherty.....	1 do.....	do.....	Williams.
do 9	Mr. Johnston.....	1 do.....	do.....	do
do 9	Mr. Coventry.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 9	Jas. Brown.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do 9	Mr. Farr	1 do	do	Williams.
do 10	J. Shaughnessy	1 do	do	Urquhart.
do 10	D. Lawrence.....	1 do	do	do
do 10	Mr. Boyd.....	1 do	do	do
do 10	E. Post.....	1 do	do	do
do 10	Mr. Henderson.....	1 do	do	Sutherland.
do 10	Miss Cross.....	1 do	do	Williams.
do 10	Mr. Spencer.....	1 do	do	do
do 10	Capt. Crooks.....	1 bottle porter.....	do	Urquhart.
do 10	Col. Mitchell.....	1 bottle whiskey.....	do	do
do 10	Mr. Fynlanson.....	1 do	do	Sutherland.
do 10	Mrs. Vankoughnet.....	1 do	do	do
do 10	J. Bacon.....	1 do	do	Urquhart.
do 10	Mrs. Grant.....	2 bottles ale.....	do	Williams.
do 10	Mr. Anderson.....	1 dozen ale.....	do	do
do 11	Mr. Spencer.....	1 bottle whiskey.....	do	do
do 11	Mr. Sanderson.....	1 do	do	do
do 11	Mr. Farr	1 do	do	Urquhart.
do 11	Jas. Conley.....	1 do	do	do
do 11	J. Bredin.....	1 do	do	Sutherland.
do 11	Mr. Staley.....	1 gallon whiskey.....	do	Williams.
do 11	Mr. McCraney.....	1 bottle whiskey.....	do	do
do 11	Mr. North.....	1 do	do	Sutherland.
do 11	Mr. O'Boyle.....	1 do	do	Urquhart.
do 11	Mr. Reynolds.....	1 do	do	do
do 11	Mr. Connor.....	1 do	do	Williams.
do 11	Mr. Colligan.....	1 do	do	do
do 11	Mr. McGuire.....	1 do	do	do
do 11	Mrs. Schultz.....	2 bottles ale.....	do	do
do 11	Mr. Cordingly.....	1 bottle brandy.....	do	Sutherland.
do 11	Mrs. Johnston.....	1 bottle whiskey.....	do	Urquhart.
do 11	Mr. Jones.....	1 do	do	Sutherland.
do 11	Mrs. Robertson.....	1 do	do	Urquhart.
do 11	Mrs. Coventry.....	1 do	do	Williams.
do 11	Mr. Patch.....	1 do	do	do
do 11	P. Kelley.....	1 do	do	Sutherland.
do 11	N. B. Smith.....	1 do	do	do
do 11	J. Urquhart.....	1 do	do	Urquhart.
do 11	Mrs. Smith.....	1 do	do	Williams.
do 12	J. McGuire.....	1 do	do	Urquhart.
do 12	J. Shaughnessy.....	1 do	do	Sutherland.
do 12	Mr. Boon.....	1 do	do	Williams.
do 12	Mr. Coulton.....	1 do	do	Urquhart.
do 12	Mr. McDermott.....	1 do	do	do
do 12	Mr. McCraney.....	1 do	do	Williams.
do 12	Mr. Hammond.....	1 do	do	Sutherland.
do 12	Mrs. Johnston.....	1 do	do	do
do 12	Mr. Moulton.....	1 do	do	Williams.
do 12	J. Barnes.....	1 do	do	Urquhart.
do 12	Mr. Freeman.....	1 do	do	do
do 12	Mr. Dougherty.....	1 do	do	Williams.
do 13	Mr. Smith.....	1 do	do	do
do 13	Mr. Dougherty.....	1 do	do	do
do 13	Mr. Sanderson.....	1 do	do	do
do 13	Mr. McCreedy.....	1 do	do	Sutherland.
do 13	Mr. Hood.....	1 do	do	do
do 13	Mr. Taylor.....	2 bottles porter.....	do	Urquhart.
do 13	Mr. Farmer.....	1 dozen ale.....	do	do
do 13	Ed. Cornwall.....	1 bottle whiskey.....	do	do
do 13	T. Bigger.....	1 do	do	do
do 13	Mr. Ford.....	1 do	do	Williams.
do 13	Mr. Game.....	1 do	do	Sutherland.
do 13	Mr. Shaw.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July	13 John Bacon.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart.
do	13 John Williams.....	1 do.....	do.....	Sutherland.
do	13 Mrs. Morden.....	1 do.....	do.....	do
do	14 C. McCraney.....	1 do.....	do.....	Urquhart.
do	14 John Patterson.....	1 do.....	do.....	Sutherland.
do	14 John Welsh.....	1 do.....	do.....	do
do	14 Mr. Landson.....	1 do.....	do.....	Williams.
do	14 Mr. Freeman.....	1 do.....	do.....	do
do	14 Mr. Kelly.....	½ dozen ale.....	do.....	do
do	14 Mr. Turner.....	1 bottle whiskey.....	do.....	do
do	14 Mr. Grant.....	1 pint whiskey and 2 bottles ale.....	do.....	Urquhart.
do	14 Mr. Boakes.....	1 bottle whiskey.....	do.....	Sutherland.
do	14 Mr. Wise.....	1 do.....	do.....	Urquhart.
do	14 B. Johnston.....	½ gallon whiskey.....	do.....	Sutherland.
do	14 T. McDermott.....	1 quart do.....	do.....	do
do	14 Mr. Colligan.....	½ dozen ale.....	do.....	Williams.
do	14 P. O'Boyle.....	1 quart whiskey.....	do.....	Sutherland.
do	14 Mrs. Long.....	1 do.....	do.....	do
do	14 Mr. McClane.....	1 do.....	do.....	do
do	14 Mr. Hughes.....	1 bottle whiskey.....	do.....	Williams.
do	14 P. Culhane.....	1 do.....	do.....	Urquhart.
do	14 Mrs. Sullivan.....	1 do.....	do.....	Williams.
do	14 Sam. Decker.....	1 do.....	do.....	Sutherland.
do	14 Col. Smith.....	1 gallon whiskey.....	do.....	do
do	14 Mr. Reynolds.....	1 bottle do.....	do.....	Williams.
do	14 Henry Wilson.....	1 do ale.....	do.....	Sutherland.
do	14 Mrs. Bartehoff.....	½ dozen ale.....	do.....	do
do	14 Mrs. Bell.....	1 bottle whiskey.....	do.....	do
do	14 Mr. Ribble.....	1 do.....	do.....	Williams.
do	14 Mr. Mitchell.....	1 do.....	do.....	do
do	14 C. Wood.....	2 bottles ale.....	do.....	Urquhart.
do	14 John Askins.....	1 bottle whiskey.....	do.....	Sutherland.
do	14 Mr. Long.....	½ gallon whiskey.....	For corn.....	Marshall.
do	14 Mr. Bennett.....	1 bottle whiskey.....	Medicinal.....	Williams.
do	14 Mrs. Game.....	1 do.....	do.....	do
do	14 Mr. Farmer.....	2 bottles ale.....	do.....	Sutherland.
do	14 T. Jones.....	1 bottle whiskey.....	do.....	Urquhart.
do	14 Mr. Smith.....	1 do.....	do.....	Williams.
do	14 Mr. Cornwall.....	1 do.....	do.....	Urquhart.
do	14 Col. Patton.....	3 gallons whiskey... ..	do.....	Sutherland.
do	16 Mr. Boak.....	1 bottle whiskey. ...	do.....	Urquhart.
do	16 Capt. Crooks.....	1 do.....	do.....	Sutherland.
do	16 Mr. Williams.....	1 do.....	do.....	do
do	16 R. Smith.....	1 do.....	do.....	do
do	16 T. Pollard.....	1 quart rum. ...	do.....	Urquhart.
do	16 P. Colligan.....	1 bottle whiskey. ...	do.....	do
do	16 Mr. Boyd.....	1 do.....	do.....	Sutherland.
do	16 Mrs. Walls.....	1 do.....	do.....	do
do	16 Mrs. Shealy.....	½ gallon whiskey... ..	do.....	Williams.
do	16 D. Robinson.....	1 bottle whiskey. ...	do.....	Sutherland.
do	16 Mr. Chisholm.....	1 do.....	do.....	Williams.
do	16 Mr. McDougald.....	1 do.....	do.....	Sutherland.
do	16 Mr. Lewis.....	1 do.....	do.....	do
do	16 Mr. Biggar.....	1 do.....	do.....	do
do	16 Geo. Cornwall.....	1 do.....	do.....	Urquhart.
do	16 Mr. Hughes.....	1 do.....	do.....	Williams.
do	16 Mr. Ribble.....	1 do.....	do.....	do
do	16 H. McGuyan.....	1 do.....	do.....	do
do	16 B. McNeil.....	½ gallon whiskey... ..	do.....	Urquhart.
do	17 Jas. Docherty.....	1 bottle whiskey. ...	do.....	Sutherland.
do	17 Mr. Hood.....	1 do.....	do.....	do
do	17 Mrs. Bredin.....	1 do.....	do.....	do
do	17 Mrs. Durham.....	1 pint gin.	do.....	Urquhart.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 17	J. Lane	1 bottle whiskey	Medicinal	Dr. Urquhart.
do 17	Geo. Powell	1 do	do	do
do 17	Mrs. Game	1 do	do	Sutherland.
do 17	Wm. Ribble	1 do	do	do
do 17	John Gallie	1 do	do	Williams.
do 18	Mrs. Reynolds	1 do	do	Urquhart.
do 18	Col. Mitchell	1 do	do	do
do 18	Mr. Appels	1 do	do	Williams.
do 18	T. Dowdle	1 do	do	Sutherland.
do 18	John Costello	1 do	do	do
do 18	W. Bently	1 do	do	do
do 18	Mr. Granger	1 do	do	Williams.
do 18	Mrs. Grant	2 bottles ale	do	do
do 18	C. Bredin	1 bottle whiskey	do	Sutherland.
do 18	Sam. Decker	1 do	do	do
do 19	Tom. Freeman	3 bottles ale	do	do
do 19	Mr. Soper	1 bottle whiskey	do	do
do 19	Sam. Wise	1 do	do	do
do 19	Jas. Burns	3 pints whiskey	do	Urquhart.
do 19	Mr. Madden	1 quart do	do	do
do 19	Mr. Wallace	1 bottle do	do	Sutherland.
do 19	J. Long	$\frac{1}{2}$ gallon do	do	Urquhart.
do 19	R. Howes	1 bottle whiskey	do	Sutherland.
do 19	Mr. Boyd	1 do	do	do
do 19	Mr. Bridgdon	1 do	do	Williams.
do 19	Mr. McDougald	1 do	do	Sutherland.
do 19	Mr. Stinson	1 do	do	Urquhart.
do 19	R. Wise	1 do	do	do
do 19	Mr. Brady	1 do	do	do
do 19	H. Le Barr	3 bottles ale	do	do
do 19	T. Jones	1 bottle whiskey	do	Sutherland.
do 19	Mrs. Morden	$\frac{1}{2}$ doz. ale	do	do
do 20	Mr. Williams	1 bottle whiskey	do	do
do 20	John Askins	1 do	do	do
do 20	Mr. Freeman	$\frac{1}{2}$ doz. ale	do	Williams.
do 20	John Litchfield	1 bottle whiskey	do	Sutherland.
do 20	Mr. Blewer	1 do	do	Williams.
do 20	B. Johnston	1 do	do	Sutherland.
do 20	Mr. Middleton	1 do	do	Williams.
do 20	Mr. Hughes	1 do	do	do
do 20	Mr. Kenney	1 do	do	Sutherland.
do 20	Mr. Hinton	1 pint brandy	do	Urquhart.
do 20	Mrs. Welsh	1 bottle whiskey	do	Sutherland.
do 20	H. Chisholm	1 do	do	do
do 20	Mrs. Sullivan	1 do	do	Williams.
do 20	John Litchfield	1 do	do	Sutherland.
do 20	P. Johnston	1 do	do	do
do 21	Sam. Freeman	1 do	do	do
do 21	Mr. Williams	1 do	do	do
do 21	Capt. Crooks	1 do	do	do
do 21	Crooks & Son	1 do	do	do
do 21	O. Smith	1 do	do	do
do 21	E. Post	1 do	do	Urquhart.
do 21	Mr. Tingby	1 do	do	do
do 21	B. Tuck	1 do	do	Sutherland.
do 21	Mr. Johnston	1 do	do	Williams.
do 21	Mrs. Gower	1 do	do	do
do 21	Mr. Farr	1 do	do	do
do 22	Mr. Dew	1 do	do	Urquhart.
do 22	Mr. Spencer	1 do	do	Williams.
do 22	Mr. Boyd	1 do	do	Sutherland.
do 22	Mr. Mortin	1 do	do	Williams.
do 22	Mr. Dewbury	1 do	do	Urquhart.
do 22	John Johnston	1 do	do	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 22	John Tuck.....	1 bottle whiskey.....	Medicinal.....	Dr. Sutherland.
do 22	Mr. Carlyle.....	1 do.....	do.....	Williams.
do 22	Mr. Henderson.....	1 do.....	do.....	do
do 22	Mrs. Grant.....	1 do.....	do.....	Sutherland.
do 22	Mr. Benson.....	1 do.....	do.....	do
do 22	Mrs. Howell.....	1 do.....	do.....	Urquhart.
do 22	Mr. Mann.....	1 dozen ale.....	do.....	Sutherland.
do 22	John Lang.....	1 bottle whiskey.....	do.....	Urquhart.
do 22	John Earl.....	1 do.....	do.....	do
do 22	Ella Williams.....	1 bottle port.....	do.....	Sutherland.
do 22	D. Robinson.....	1 bottle whiskey.....	do.....	do
do 22	Mr. Tobin.....	1 do.....	do.....	Urquhart.
do 22	Wm. Tailby.....	1 do.....	do.....	do
do 22	B. Johnston.....	1 do.....	do.....	Sutherland.
do 22	N. Decker.....	1 do.....	do.....	do
do 22	A. Mason.....	1 do.....	do.....	do
do 22	J. Coulson.....	1 do.....	do.....	do
do 22	Mr. Stoker.....	1 do.....	do.....	do
do 22	Mr. Wood.....	1 do.....	do.....	do
do 22	Mr. Williams.....	1 do.....	do.....	do
do 22	W. Scholefield.....	1 do.....	do.....	Urquhart.
do 22	J. Lyons.....	1 do.....	do.....	Sutherland.
do 22	Mr. Cam.....	1 do.....	do.....	do
do 22	Mr. O'Boyle.....	1 do.....	do.....	Williams.
do 22	S. Decker.....	1 do.....	do.....	Sutherland.
do 22	Mrs. Gower.....	1 do.....	do.....	Williams.
do 22	Mr. Coventry.....	1 do.....	do.....	do
do 22	Geo. Morden.....	1 do.....	do.....	Sutherland.
do 22	R. S. Appelbe.....	1 do.....	do.....	do
do 22	Mr. Desmond.....	1 do.....	do.....	Urquhart.
do 23	Mr. Middleton.....	1 do.....	do.....	do
do 23	Mrs. Gower.....	1 do.....	do.....	Williams.
do 23	Mr. Crow.....	1 do.....	d2.....	Urquhart.
do 23	Mr. Walsh.....	1 do.....	do.....	Williams.
do 23	E. Pickett.....	1 do.....	do.....	Sutherland.
do 23	Wm. Ribble.....	1 do.....	do.....	do
do 23	Mr. Smith.....	1 do.....	do.....	Urquhart.
do 23	Mr. Game.....	1 do.....	do.....	do
do 23	R. S. Appelbe.....	1 do.....	do.....	Sutherland.
do 23	Col. Mitchell.....	1 do.....	do.....	do
do 23	Mrs. Gordon.....	1 do.....	do.....	Williams.
do 23	Mr. Welsh.....	1 do.....	do.....	do
do 23	Mr. Inglehart.....	1 do.....	do.....	Sutherland.
do 23	Mr. Lewis.....	1 do.....	do.....	Williams.
do 23	Mr. McIntyre.....	1 pint brandy.....	do.....	Sutherland.
do 23	Mr. Hinton.....	1 bottle whiskey.....	do.....	do
do 23	Mr. Pepper.....	1 do.....	do.....	Williams.
do 23	Mr. Hatson.....	1 do.....	do.....	Sutherland.
do 23	Mr. Fairburn.....	1 bottle brandy.....	do.....	do
do 24	John Gallie.....	1 bottle whiskey.....	do.....	do
do 24	T. Ribble.....	1 do.....	do.....	do
do 24	D. Lucas.....	1 do.....	do.....	do
do 24	H. LeBarr.....	1 do.....	do.....	do
do 24	J. McCraney.....	1/2 doz. ale.....	do.....	Urquhart.
do 24	M. Murphy.....	1 quart whiskey.....	do.....	do
do 24	Mrs. Garvie.....	1 bottle whiskey.....	do.....	Sutherland.
do 24	Mr. McCraney.....	1 do.....	do.....	Williams.
do 24	J. Armstrong.....	1 do.....	do.....	Urquhart.
do 24	Mr. Cramer.....	1 do.....	do.....	do
do 24	Mr. Mandeville.....	1 bottle brandy.....	do.....	Williams.
do 24	T. Freeman.....	1 bottle whiskey.....	do.....	do
do 24	Mr. Williams.....	1 do.....	do.....	do
do 24	J. McKnight.....	1 do.....	do.....	do
do 24	C. Brédin.....	1 do.....	do.....	do

B.—RETURN of LIQUORS sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
July 1883.				
24	Mrs. Grant.....	2 bottles ale.....	Medicinal	Dr. Williams.
do 25	Mrs. Sullivan.....	1 bottle whiskey.....	do	Sutherland.
do 25	Mr. Boyd.....	1 do	do	do
do 25	Mr. Williams.....	1 do	do	do
do 25	Mr. Freeman.....	1 do	do	Williams.
do 25	W. Cordingly.....	1 bottle ale.....	do	Sutherland.
do 25	Geo. Fischer.....	1 bottle whiskey.....	do	do
do 25	Col. Mitchell.....	1 do	do	Urquhart.
do 25	Mr. Jones.....	1 do	do	Williams.
do 25	Mr. McCready.....	1 do	do	Sutherland.
do 25	S. Armstrong.....	1 do	do	Urquhart.
do 25	Mrs. Malloney.....	1 bottle brandy.....	do	Willams.
do 25	Mr. Hannan.....	1 bottle whiskey.....	do	Sutherland.
do 25	Mrs. White.....	1 do	do	do
do 26	W. Scholefield.....	2 bottles whiskey.....	do	do
do 26	Mr. Ribble.....	1 bottle whiskey.....	do	do
do 26	B. Chisholm.....	1 doz. ale.....	do	do
do 26	Mrs. Webb.....	1 bottle brandy.....	do	do
do 26	T. T. Harris.....	1 bottle whiskey.....	do	do
do 26	John Finlason.....	1 do	do	Urquhart.
do 26	Mrs. Garvie.....	1 do	do	Sutherland.
do 26	J. O'Boyle.....	1 do	do	Urquhart.
do 26	Joc. Long.....	1 do	do	do
do 26	W. Gibson.....	1 do	do	Sutherland.
do 26	Captain Crooks.....	1 do	do	Urquhart.
do 26	W. Moore.....	3 bottles ale.....	do	Williams.
do 26	S. Armstrong.....	1 bottle whiskey.....	do	Urquhart.
do 27	Mrs. Scott.....	1 do	do	do
do 27	Col. Mitchell.....	1 do	do	do
do 27	Mr. Appelbe.....	1 do	do	Sutherland.
do 27	B. Bloomer.....	1 do	do	Urquhart.
do 27	J. Gallie.....	1 do	do	Sutherland.
do 27	Mr. Tobin.....	1 do	do	Williams.
do 27	Mr. Bethell.....	1 pint brandy.....	do	do
do 27	Mr. Hall.....	1 bottle whiskey.....	do	Sutherland.
do 27	Mr. Smith.....	1 do	do	Williams.
do 27	Mr. Patch.....	1 do	do	do
do 27	Mr. Staley.....	1 do	do	do
do 27	C. Gibson.....	1 do	do	Urquhart.
do 27	Mr. Mathal.....	1 do	do	Sutherland.
do 27	Mr. Morden.....	1 doz. ale.....	do	do
do 28	Mr. Kenny.....	1 do	do	Williams.
do 28	O. Wyse.....	1 bottle whiskey.....	do	Sutherland.
do 28	Mr. Chisholm.....	3 bottles ale.....	do	Williams.
do 28	T. Hughes.....	1 bottle whiskey.....	do	Sutherland.
do 28	Mr. Nelson.....	1 do	do	do
do 28	General Grant.....	1 do	do	Urquhart.
do 28	W. Smith.....	1 do	do	Sutherland.
do 28	Mr. Reynolds.....	1 do	do	Urquhart.
do 28	Mrs. Malloney.....	1 do	do	Sutherland.
do 28	Mr. Boyd.....	1 do	do	do
do 28	Mrs. Fairbain.....	1 do	do	do
do 28	M. Murphy.....	1 do	do	Urquhart.
do 28	Mrs. Garvie.....	1 do	do	Sutherland.
do 28	Mr. Davis.....	1 do	do	do
do 28	B. Johnston.....	1 do	do	do
do 28	A. Son.....	1 do	do	do
do 28	Colonel Mitchell.....	1 do	do	do
do 28	H. Florio.....	1 do	do	do
do 28	Mr. Bates.....	1 do	do	Williams.
do 28	Mrs. Reynolds.....	1 do	do	Urquhart.
do 28	H. Galbraith.....	1 do	do	Sutherland.
do 28	H. Pearce.....	1 do	do	do
do 28	P. Culhane.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 28	Mr. Carlisle.....	1 bottle whiskey.....	Medicinal.....	Dr. Sutherland.
do 28	Mr. Langer.....	1 do.....	do.....	Williams.
do 28	Mrs. McCraney.....	1 do.....	do.....	Sutherland.
do 28	T. Freeman.....	1 do.....	do.....	do
do 28	Mr. Baker.....	1 do.....	do.....	do
do 28	Mr. Appelbe.....	1 do.....	do.....	do
do 28	Mr. Johnston.....	1 do.....	do.....	Urquhart.
do 28	Mr. Burnett.....	1 do.....	do.....	Williams.
do 28	Mr. McCraney.....	1 do.....	do.....	Smith.
do 28	Mrs. Scott.....	1 do.....	do.....	Williams.
do 28	T. Freeman.....	1 do.....	do.....	Urquhart.
do 28	Mr. Downs.....	1 do.....	do.....	do
do 30	Mr. Gullledge.....	1 do.....	do.....	Sutherland.
do 30	T. Freeman.....	1 dozen ale.....	do.....	do
do 30	O. Smith.....	1 bottle whiskey.....	do.....	do
do 30	Mr. Staley.....	1/2 gallon do.....	do.....	Williams.
do 30	B. Tuck.....	1 bottle whiskey.....	do.....	Sutherland.
do 30	Mrs. Garvie.....	1 do.....	do.....	Williams.
do 30	Mrs. Garvie.....	1 do.....	do.....	Sutherland.
do 30	Mr. Bates.....	1 do.....	do.....	Williams.
do 30	Mr. Boyd.....	1 do.....	do.....	do
do 30	Geo. Scholefield.....	1 do.....	do.....	Sutherland.
do 30	Mr. Martal.....	1 do.....	do.....	Urquhart.
do 30	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 30	Mr. Costello.....	1 do.....	do.....	do
do 30	Mr. Farr.....	1 do.....	do.....	do
do 30	Mrs. Bell.....	1 do.....	do.....	do
do 30	Mrs. Jones.....	1 do.....	do.....	do
do 30	Mr. Lewis.....	1 do.....	do.....	do
do 30	John Williams.....	1 do.....	do.....	Urquhart.
Aug. 1	Mr. Warden.....	1 do.....	do.....	Sutherland.
do 1	T. Bain.....	1 do.....	do.....	do
do 1	Mr. Askins.....	1 do.....	do.....	do
do 1	Mr. Marlatt.....	1 do.....	do.....	Williams.
do 1	C. Breden.....	1 do.....	do.....	Sutherland.
do 1	Mr. Freeman.....	1 do.....	do.....	Williams.
do 1	Col. Mitchell.....	1 do.....	do.....	Sutherland.
do 1	W. B. Chisholm.....	1 do.....	do.....	do
do 1	Mr. Wilson.....	1 do.....	do.....	Williams.
do 1	Geo. Nicholson.....	1 pint whiskey.....	do.....	Urquhart.
do 1	Mr. Williams.....	1 bottle whiskey.....	do.....	Sutherland.
do 1	Mr. Kettog.....	1 do.....	do.....	Williams.
do 2	Mr. Ribble.....	1 do.....	do.....	Sutherland.
do 2	Mr. Boyd.....	1 do.....	do.....	do
do 2	J. Anderson.....	1 do.....	do.....	do
do 2	Mr. Staly.....	1 do.....	do.....	do
do 2	C. E. Wood.....	1 do.....	do.....	do
do 2	Mr. Wheeler.....	1 do.....	do.....	do
do 2	Mr. Tizard.....	1 do.....	do.....	do
do 2	Mrs. Masses.....	1 do.....	do.....	do
do 2	Mr. Gibson.....	1 do.....	do.....	do
do 2	Mrs. Garvie.....	1 do.....	do.....	do
do 2	Mrs. Coventry.....	1 do.....	do.....	do
do 2	— Johnston.....	1 do.....	do.....	Urquhart.
do 2	Mrs. Bounsall.....	1 do.....	do.....	Williams.
do 2	Mr. Rorke.....	1 do.....	do.....	Sutherland.
do 2	Capt. Wilson.....	1 do.....	do.....	do
do 2	Mr. Clapham.....	1 do.....	do.....	do
do 3	Bill Scholefield.....	1 do.....	do.....	Urquhart.
do 3	N. Bently.....	1 do.....	do.....	do
do 3	Jas. Hours.....	1 do.....	do.....	do
do 3	Mr. Hall.....	1 do.....	do.....	Sutherland.
do 3	Mr. Malloney.....	1 do.....	do.....	do
do 3	Mrs. Garvie.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 3	Jas. Docherty.....	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do	3 Mrs. Grier	1 do	do	do
do	3 Mrs. Costello.....	1 do	do	Urquhart.
do	3 Mr. Farr.....	1 do	do	Sutherland.
do	3 Col. Mitchell.....	1 do	do	do
do	3 B. Johnston.....	1 do	do	do
do	3 Mrs. Pickard	1 do	do	do
do	3 Mr. Weaver.....	1 do	do	Williams.
do	4 Master Bates	1 do	do	Sutherland.
do	4 H. Chisholm.....	4 bottles ale.....	do	do
do	4 B. Kerr	1 bottle whiskey	do	do
do	4 J. Savage	1 do	do	do
do	4 T. McDermott.....	1 do	do	Urquhart.
do	4 Mr. Carlisle.....	1 do	do	do
do	4 John Patterson.....	1 do	do	Sutherland.
do	4 Mr. Boyd.....	1 do	do	Urquhart.
do	4 Mr. Williams.....	1 do	do	Sutherland.
do	4 Mr. Brown.....	1 do	do	Williams.
do	4 Mr. Scholfield.....	2 bottles whiskey.....	do	Sutherland.
do	4 Sam. Wise.....	1 bottle whiskey.....	do	do
do	4 Mr. McCreedy	1 do	do	do
do	4 Mr. Hewitt.....	1 do	do	Urquhart.
do	4 P. Johnston	1 do	do	Sutherland.
do	4 John Lane.....	1 do	do	do
do	4 G. Coulson.....	1 do	do	do
do	4 Joe Long.....	1 do	do	Urquhart.
do	4 Mr. Shelton.....	1 do	do	Sutherland.
do	4 Sam. McDonald.....	1 do	do	Urquhart.
do	4 John Hall.....	1 do	do	Sutherland.
do	4 Mr. Gibson	1 do	do	Williams.
do	4 Mr. Felan.....	1 do	do	Sutherland.
do	4 B. Tait.....	1 do	do	Urquhart.
do	4 Mrs. Jones.....	1 do	do	do
do	4 Mrs. Sawyer.....	1 do	do	Sutherland.
do	4 Sam. Decker.....	1 do	do	do
do	4 Mrs. McLaughlin.....	1 do	do	do
do	4 C. Bredin.....	1 do	do	do
do	4 John Walsh	1 do	do	do
do	6 A. Mason.....	1 do	do	Urquhart.
do	6 R. Armstrong.....	1 do	do	do
do	6 J. Kating.....	1 do	do	Sutherland.
do	6 Mr. Pickering.....	1 pint brandy.....	do	Urquhart.
do	6 Mr. Litchfield.....	1 bottle whiskey.....	do	Sutherland.
do	6 Mr. Carlisle.....	1 do	do	do
do	6 Mr. Wallace.....	1 do	do	do
do	6 Capt. Crooks.....	1 do	do	Urquhart.
do	6 Col. Mitchell.....	1 do	do	Sutherland.
do	6 S. Decker.....	1 do	do	do
do	6 P. A. McDougald.....	1 do	do	do
do	6 Mr. Lucas.....	1 do	do	do
do	7 J. Kelley.....	1 do	do	do
do	7 Mr. Wheeler.....	1 do	do	Williams.
do	7 Jas. McCraney.....	1 do	do	Smith.
do	7 Mr. Clapham.....	1 do	do	Sutherland.
do	7 W. Litchfield.....	1 do	do	do
do	7 H. Farr.....	1 do	do	do
do	7 C. Devlin.....	1 do	do	do
do	7 S. B. Lewis.....	1 do	do	Williams.
do	7 R. K. Chisholm.....	1 do	do	do
do	7 Mr. Tizard.....	1 do	do	Sutherland.
do	7 J. Docherty.....	1 do	do	do
do	9 Mr. Kelley.....	2 bottles ale.....	do	do
do	9 Mr. Boyd.....	1 bottle whiskey.....	do	Urquhart.
do	9 W. Talby.....	1 do	do	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 9	Mr. Smith.....	1 bottle whiskey	Medicinal	Dr. Williams.
do 9	Mr. Shaw.....	1 gallon whiskey.....	do	Urquhart.
do 9	Geo. Powell.....	1 dozen ale.....	do	Sutherland.
do 9	Mr. Howes.....	1 bottle rum.....	do	do
do 9	Mrs. Mulloney.....	1 bottle whiskey.....	do	do
do 9	D. Olyphant.....	1 do	do	Urquhart.
do 9	P. Oulhane.....	1 do	do	Sutherland.
do 9	Mrs. Sandson.....	1 do	do	do
do 9	Mr. Farr.....	1 do	do	Williams.
do 9	J. Gallie.....	1 do	do	Sutherland.
do 9	C. Gibson.....	1 do	do	Urquhart.
do 9	J. Burns.....	1 do	do	do
do 9	J. W Williams.....	1 do	do	Sutherland.
do 9	J. Costello.....	1 do	do	do
do 9	M. Featherstone.....	1 do	do	do
do 9	B. Johnston.....	1 do	do	do
do 9	Mr. Grant.....	2 bottles ale	do	Williams.
do 9	Miss Lawson.....	1 bottle whiskey	do	do
do 10	Mr. Soper.....	1 do	do	Sutherland.
do 10	Braison Johnston.....	1 do	do	do
do 10	Mr. Owens.....	1 do	do	do
do 10	D. Munn.....	1 do	do	do
do 10	Mr. Smith.....	1 do	do	do
do 10	Mrs. Cottle.....	1 bottle brandy	do	Williams.
do 10	Geo. Ward.....	1 do	do	Sutherland.
do 10	T. Pickering.....	1 bottle whiskey.....	do	do
do 10	Ben Johnston.....	1 do	do	do
do 10	Mr. McCraney.....	1 do	do	Urquhart.
do 10	Mr. Smith.....	1 do	do	do
do 10	Mr. Pearce.....	1 dozen ale.....	do	do
do 10	J. Burns.....	1 quart whiskey	do	do
do 10	Mr. Coventry.....	1 bottle whiskey.....	do	Williams.
do 10	Mr. Wair.....	1 do	do	do
do 10	Col. Mitchell.....	1 do	do	Urquhart.
do 10	Mr. Williams.....	1 do	do	Sutherland.
do 10	Mr. Johnston.....	1 do	do	do
do 10	Mr. Patterson.....	1 do	do	do
do 10	T. Pell.....	1 do	do	Urquhart.
do 10	J. Sawyer.....	1 do	do	Sutherland.
do 10	H. Gullidge.....	1 bottle port wine.....	do	do
do 10	Mrs. Walsh.....	1 do brandy.....	do	Urquhart.
do 10	Mrs. Garvie.....	1 bottle whiskey.....	do	Williams.
do 10	Mr. McDougald.....	1 do	do	do
do 10	Mr. Farr.....	1 do	do	do
do 10	J. Staley.....	1 do	do	Urquhart.
do 10	C. Gibson.....	1 do	do	do
do 10	Mr. Decker.....	1 do	do	Sutherland.
do 10	Mr. Kating.....	1 do	do	Urquhart.
do 10	Mr. Clapham.....	2 bottles ale.....	do	do
do 10	S. Ribble.....	1 bottle whiskey.....	do	Sutherland.
do 10	D. Robinson.....	1 do	do	do
do 11	C. Bredin.....	1 do	do	do
do 11	J. Thompson.....	1 do	do	Urquhart.
do 11	Mr. Clapham.....	1 do	do	Sutherland.
do 11	J. Kating.....	1 do	do	Urquhart.
do 11	Mr. Walsh.....	1 do	do	Williams.
do 11	A. Son.....	1 dozen ale.....	do	Sutherland.
do 11	Mr. Grant.....	2 bottles ale	do	Williams.
do 11	Mr. Tait.....	2 do whiskey	do	Sutherland.
do 11	Mr. Lane.....	1 gallon do	do	Williams.
do 11	Mr. Wood.....	1 bottle whiskey.....	do	do
do 11	Mr. O'Boyle.....	1 do	do	do
do 11	Mrs. Sullivan.....	1 do	do	do
do 11	Mr. Cavanagh.....	1 dozen ale	do	do

B—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 11	Mr. Carlyle.....	1 bottle whiskey.....	Medicinal.....	Dr. Williams.
do 11	Mr. Colligan.....	1 do.....	do.....	do
do 11	Mrs. Babcock.....	1 do.....	do.....	do
do 11	Mrs. McDermott.....	1 do.....	do.....	do
do 11	Mrs. Lyne.....	1 bottle sherry.....	do.....	do
do 11	Mr. Sawyer.....	1 bottle whiskey.....	do.....	do
do 11	Mr. O'Boyle.....	1 do.....	do.....	do
do 11	Mr. Conley.....	1 do.....	do.....	Urquhart.
do 11	Mr. Branhum.....	2 bottles whiskey.....	do.....	Sutherland.
do 11	Mr. Dougherty.....	1 bottle whiskey.....	do.....	Williams.
do 11	Col. Mitchell.....	1 do.....	do.....	Sutherland.
do 11	Nick. Decker.....	1 do.....	do.....	Urquhart.
do 11	Mrs. Reynolds.....	1 do.....	do.....	do
do 11	Mr. Wallace.....	1 do.....	do.....	Sutherland.
do 11	Bob Wyse.....	1 do.....	do.....	Urquhart.
do 11	G. Hilany.....	1 do.....	do.....	do
do 11	T. Jones.....	1/2 gallon whiskey.....	do.....	do
do 11	Mr. McDougald.....	1 bottle port wine.....	do.....	Sutherland.
do 11	Mr. Lewis.....	1 do whiskey.....	do.....	Williams.
do 11	Mr. Tobin.....	1 do do.....	do.....	do
do 11	Mr. Andrews.....	1 bottle whiskey.....	do.....	Dr. Sutherland.
do 11	T. Ribble.....	1/2 dozen ale.....	do.....	do
do 11	A. Hinton.....	1/2 gallon whiskey.....	do.....	do
do 11	J. Decker.....	1 bottle whiskey.....	do.....	do
do 11	Mrs. Garvie.....	1 do.....	do.....	do
do 13	Mr. Wallace.....	1 do.....	do.....	do
do 13	Mr. Clapham.....	1 do.....	do.....	do
do 13	Mr. Carlyle.....	1 do.....	do.....	do
do 13	C. Bredin.....	1 do.....	do.....	do
do 13	Mrs. Weir.....	1 bottle brandy.....	do.....	Williams.
do 13	Mrs. Jones.....	1 pint do.....	do.....	Urquhart.
do 13	Mr. Millichamp.....	1 bottle gin.....	do.....	do
do 13	Mr. Murphy.....	1 do rye.....	do.....	do
do 13	J. Evans.....	1/2 gallon rye.....	do.....	Sutherland.
do 13	Mr. Henderson.....	1 bottle rye.....	do.....	do
do 13	Mr. Colligan.....	1 do.....	do.....	Williams.
do 13	Mr. Hager.....	1 bottle brandy.....	do.....	Sutherland.
do 13	Mr. Garvie.....	1 bottle rye.....	do.....	Williams.
do 13	Joe Long.....	1 do.....	do.....	Sutherland.
do 13	J. Richardson.....	1 bottle cognac.....	do.....	Urquhart.
do 13	Mr. Hood.....	1 pint rye.....	do.....	do
do 13	Mr. McDougald.....	1 bottle port wine.....	do.....	Sutherland.
do 13	J. Anderson.....	1 bottle rye.....	do.....	do
do 13	Mr. Cavan.....	1 do.....	do.....	do
do 13	P. A. McDougald.....	1 bottle port wine.....	do.....	do
do 13	Col. Smith.....	1 bottle whiskey.....	do.....	do
do 14	Mr. Wellwood.....	1 do.....	do.....	do
do 14	Joe Long.....	1 do.....	do.....	do
do 14	N. Belyea.....	1 do.....	do.....	Urquhart.
do 14	J. Earle.....	1 do.....	do.....	do
do 14	Mr. Coventry.....	1 do.....	do.....	Williams.
do 14	Mr. Freeman.....	1 do.....	do.....	Johnston.
do 14	Mr. Boyd.....	1 do.....	do.....	Williams.
do 14	Mr. McCraney.....	1 do.....	do.....	Urquhart.
do 14	Mr. McDougald.....	1 bottle port wine.....	do.....	Sutherland.
do 14	Mr. Hately.....	1 bottle whiskey.....	do.....	do
do 14	Mr. Cavan.....	3 bottles ale.....	do.....	Williams.
do 14	O. Bredin.....	1 pint whiskey.....	do.....	Sutherland.
do 14	Mrs. Slacer.....	1 bottle whiskey.....	do.....	Urquhart.
do 14	G. Murphy.....	1 do.....	do.....	do
do 14	A. Wilkinson.....	1 do.....	do.....	do
do 14	Mr. Wood.....	1 do.....	do.....	Sutherland.
do 14	Mr. Gordon.....	1 do.....	do.....	Williams.
do 14	Mr. Foster.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 15	Mr. Lanigan	1 bottle whiskey	Medicinal	Dr. Williams.
do	15 N. Bentley	1 do	do	Sutherland.
do	15 Col. Mitchell	1 do	do	Urquhart.
do	15 Mr. O'Boyle	1 do	do	Sutherland.
do	15 Mrs. Duncan	1 do	do	do
do	15 Mrs. Gable	1 do	do	do
do	15 N Belyea	1 do	do	Urquhart.
do	15 L. Biggar	1 do	do	Sutherland.
do	15 B. Johnston	1 do	do	Urquhart.
do	15 J. Cavan	1 do	do	do
do	16 R. Wyse	1 do	do	do
do	16 Mr. Ribble	1 do	do	Williams.
do	16 Mr. Mason	1 do	do	do
do	16 Mr. Frampton	1 do	do	Sutherland.
do	16 Mr. Clapham	1 do	do	do
do	16 Mr. Carlyle	1 do	do	Williams.
do	16 J. Slattery	1 do	do	Sutherland.
do	16 Joe Hall	1 do	do	do
do	16 Mr. Colton	1 do	do	Urquhart.
do	16 Mr. Tobin	1 do	do	do
do	16 J. Caskiff	1 do	do	do
do	16 J. O'Neil	1 do	do	do
do	16 C. Desmond	1 do	do	do
do	16 Mr. Hogins	1 do	do	do
do	16 T. Jones	1 do	do	do
do	16 H. Farr	1 do	do	Sutherland.
do	16 Mrs. Garvie	1 do	do	Williams.
do	17 D. Adamas	1 do	do	Urquhart.
do	17 John Gallie	1 do	do	Sutherland.
do	17 J. Williams	1 do	do	do
do	17 T. Ribble	1 do	do	do
do	17 W. Wardel	1 do	do	Urquhart.
do	17 T. Fox	1 do	do	do
do	17 Mr. Mason	1 do	do	do
do	17 M. Cavan	1 do	do	do
do	17 John Costello	1 do	do	do
do	17 F. Riggs	1 do	do	do
do	17 Mr. Neal	1 do	do	Sutherland.
do	17 Mr. McFarlane	1 do	do	do
do	17 W. Bounsall	1 do	do	do
do	17 J. Hall	1 do	do	do
do	17 M. Bailley	1 do	do	do
do	17 H. Farr	1 do	do	do
do	17 J. Dougherty	1 do	do	do
do	17 J. Armstrong	1 do	do	Urquhart.
do	17 I. Decker	1 do	do	Sutherland.
do	17 B. Johnston	1 do	do	do
do	18 E. Post	1 bottle brandy	do	Urquhart.
do	18 Mr. Grant	1 bottle whiskey	do	Williams.
do	18 Mr. Wyse	1 do	do	do
do	18 M. Johnston	1 do	do	Urquhart.
do	18 Mr. Mason	1 do	do	Williams.
do	18 Capt. Crooks	1 do	do	Urquhart.
do	18 C. E. Wood	1 do	do	do
do	18 Mr. Lang	1 do	do	do
do	18 Mr. Florio	1 do	do	do
do	18 Mrs. Culhane	1 bottle brandy	do	Williams.
do	18 Mr. Boyd	1 do whiskey	do	Sutherland.
do	18 T. Freeman	1 doz. ale	do	do
do	18 Mr. Carlyle	1 bottle whiskey	do	do
do	18 Mr. Harris	1 do	do	Urquhart.
do	18 Mr. Chisholm	1 do	do	Williams.
do	18 J. Sawyer	1 do	do	do
do	18 Mrs. Warden	1 do	do	Urquhart.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 18	Mr. Docherty	1 bottle whiskey.....	Medicinal	Dr. Williams.
do 18	Mrs. Shaughnessy	1 do	do	do
do 18	Mr. Bates	1 do	do	do
do 18	J. Hunter	1 do	do	Urquhart.
do 18	Mr. Venn	1 bottle ale	do	do
do 18	Mr. Staley	1 bottle whiskey	do	Williams.
do 18	Mr. Warden	1 do	do	do
do 18	B. Johnston	1 do	do	Sutherland.
do 18	Mr. McCready	1 do	do	Williams.
do 18	Mr. Anderson	1 do	do	do
do 18	J. Patterson	1 do	do	Urquhart.
do 18	T. Biggar	1 do	do	do
do 18	Mr. Barry	1 do	do	Sutherland.
do 18	Mr. Johnston	1 do	do	Urquhart.
do 18	Mr. Colter	1 do	do	do
do 18	Mr. McDougald	1 do	do	Williams.
do 18	Mr. O'Boyle	1 do	do	Sutherland.
do 18	Mr. E. Bray	1 bottle port wine	do	Urquhart.
do 18	Mrs. Coventry	1 bottle whiskey	do	Williams.
do 18	Mr. Smith	1 do	do	do
do 18	Mrs. Garvie	1 do	do	do
do 18	I. Decker	1 do	do	Sutherland.
do 18	Mr. Henderson	1 do	do	do
do 18	Mr. Roche	1 do	do	do
do 18	Mr. Weaver	1 do	do	Williams.
do 18	Col. Mitchell	1 do	do	Urquhart.
do 18	Mrs. Sullivan	1 do	do	Williams.
do 18	Mr. Warden	1 do	do	do
do 18	Mr. Johnston	1 do	do	do
do 18	Mr. Bacon	1 do	do	Urquhart.
do 20	Mr. Bray	1 do	do	Sutherland.
do 20	Mr. Wilson	1 do	do	Urquhart.
do 20	Capt. Crooks	1 do	do	Williams.
do 20	P. A. McDougald	1 do	do	Sutherland.
do 20	J. Slaterry	1 do	do	Urquhart.
do 20	M. Neil	1 do	do	Sutherland.
do 20	Mr. Cavern	1 do	do	Williams.
do 20	Mr. Wallace	1 do	do	Sutherland.
do 20	Mr. Kelly	1 do	do	Williams.
do 21	B. Tuck	1 do	do	Sutherland.
do 21	Mr. Hood	1 do	do	do
do 21	Mr. McCready	1 do	do	Williams.
do 21	Col. Mitchell	1 do	do	do
do 21	Mrs. Reynolds	1 do	do	Urquhart.
do 21	Mrs. Sullivan	1 do	do	Williams.
do 21	Mr. Johnston	1 do	do	Sutherland.
do 21	Mr. Bently	1 do	do	Williams.
do 21	Mr. Ohisholm	1 do	do	do
do 21	Capt. McKnight	1 do	do	Sutherland.
do 21	Mr. McCraney	1 do	do	Williams.
do 22	Mr. Armstrong	1 do	do	Sutherland.
do 22	Mrs. Humphrey	1 pint gin	do	Urquhart.
do 22	T. T. Harris	1 bottle whiskey	do	Sutherland.
do 22	Mr. Freeman	1 dozen ale	do	Williams.
do 22	Mr. Tuck	1 bottle port wine	do	do
do 22	Mr. Staley	1 gallon whiskey	do	do
do 22	George Manley	1 pint do	do	Sutherland.
do 22	Mr. Williams	1 bottle do	do	do
do 22	John Lane	1 do do	do	do
do 22	Mrs. Knight	2 bottles ale	do	Urquhart.
do 22	James Cameron	1 bottle whiskey	do	do
do 22	F. Pollard	1 dozen ale	do	Williams.
do 22	Mr. Lanagan	1 bottle whiskey	do	do
do 22	Mr. Peacock	1 do brandy	do	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 22	Mr. Tait.....	1 bottle whiskey.....	Medicinal.....	Dr. Williams.
do 22	Mr. Farr.....	1 do do.....	do.....	Urquhart.
do 22	Mrs. Grant.....	1 do ale.....	do.....	Williams.
do 22	Mr. Slacer.....	1 dozen ale.....	do.....	Sutherland.
do 22	Samuel Decker.....	1 bottle whiskey.....	do.....	do
do 22	Mr. Freeman.....	1 dozen ale.....	do.....	do
do 22	Miss Maloney.....	1 do.....	do.....	do
do 22	T. Dowdle.....	1 bottle whiskey.....	do.....	do
do 22	G. Post.....	1 do.....	do.....	Urquhart.
do 23	Mrs. Sullivan.....	1 pint port.....	do.....	do
do 23	Mr. Powell.....	1 bottle brandy.....	do.....	do
do 23	Mr. Wheeler.....	1 bottle whiskey.....	do.....	Williams.
do 23	Mr. Lyons.....	1 do.....	do.....	do
do 23	John Henkly.....	1 do.....	do.....	Urquhart.
do 23	B. Johnston.....	1 do.....	do.....	Sutherland.
do 23	Wm. Smith.....	1 bottle brandy.....	do.....	Urquhart.
do 23	John Slattery.....	1 bottle rye.....	do.....	do
do 23	John Litchfield.....	1 do.....	do.....	do
do 23	Samuel Decker.....	1 do.....	do.....	do
do 23	Col. Mitchell.....	1 do.....	do.....	do
do 23	Mr. Smith.....	1 do.....	do.....	Williams.
do 23	Mr. Lees.....	1 do.....	do.....	do
do 23	Mr. Lewis.....	1 do.....	do.....	do
do 23	Mr. Weaver.....	1 do.....	do.....	do
do 23	Mr. Gammer.....	1 pint brandy.....	do.....	Sutherland.
do 23	Mr. Welsh.....	1 bottle rye.....	do.....	do
do 23	H. Farr.....	1 do.....	do.....	Urquhart.
do 23	George Casey.....	1 do.....	do.....	do
do 23	William Coots.....	1 bottle brandy.....	do.....	do
do 24	Mr. Boyd.....	1 do whiskey.....	do.....	Williams.
do 24	Mr. Bounsaal.....	1 dozen ale.....	do.....	do
do 24	J. Crow.....	1 gallon whiskey.....	do.....	Urquhart.
do 24	D. Alt.....	1 dozen ale.....	do.....	do
do 24	George Husband.....	1 bottle whiskey.....	do.....	Sutherland.
do 24	Mrs. Welsh.....	1 do brandy.....	do.....	do
do 24	John Costello.....	1 do rye.....	do.....	Urquhart.
do 24	John Lallie.....	1 do do.....	do.....	Sutherland.
do 24	E. Gullledge.....	1 dozen ale.....	do.....	do
do 24	Mr. Freeman.....	1 do.....	do.....	Urquhart
do 24	Mrs. S. Freeman.....	1 bottle rye.....	do.....	Sutherland.
do 24	Mr. Farr.....	1 do.....	do.....	Williams.
do 24	C. Gibson.....	1 do.....	do.....	Urquhart
do 24	P. Jones.....	1 do.....	do.....	Sutherland.
do 24	Wm. Hall.....	1 do.....	do.....	do
do 24	Mr Morrison.....	1 do.....	do.....	do
do 25	Wm. Beggs.....	1 do.....	do.....	do
do 25	C. Bredin.....	1 do.....	do.....	do
do 25	J. Grant.....	1 do.....	do.....	do
do 25	Mr Boyd.....	1 do.....	do.....	do
do 25	Major Loyd.....	1 do.....	do.....	Urquhart.
do 25	Sam Reynolds.....	1 do.....	do.....	Sutherland.
do 25	Mr Lane.....	1 do.....	do.....	do
do 25	Wm. Leach.....	1 do.....	do.....	do
do 25	Mr. Walsh.....	1 do.....	do.....	Williams.
do 25	Mr. Loper.....	1 do.....	do.....	Sutherland.
do 25	Mr Williams.....	1 do.....	do.....	do
do 25	A Galbraith.....	1 do.....	do.....	do
do 25	Mr. Wilks.....	1 do.....	do.....	Urquhart.
do 25	Mr Bates.....	1 do.....	do.....	Williams.
do 25	Mr. Spencer.....	1 dozen porter.....	do.....	do
do 25	P O Boyle.....	1 bottle rye.....	do.....	Sutherland.
do 25	Mr Carlyle.....	2 bottles rye.....	do.....	Williams.
do 25	Mr. Anderson.....	1 bottle rye.....	do.....	do
do 25	Mr. Wood.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 25	John Slattery	1 bottle rye.....	Medicinal	Dr. Williams.
do 25	Mr. Welsh	1 do	do	do
do 25	Mr. McDermott	1 do	do	do
do 25	John Docherty	1 do	do	Sutherland.
do 25	Col. Mitchell	1 do	do	Urquhart.
do 25	B. Tait	1 do	do	do
do 25	W. B. Smith	1 do	do	Sutherland.
do 25	Mr. Sanderson	1 do	do	do
do 25	John Hall	1 do	do	do
do 25	Colin Steward	1 do	do	Urquhart.
do 25	Mr. Smith	1 do	do	Sutherland.
do 25	Mr. Freeman	1 do	do	Urquhart.
do 25	Mrs. Garver	1 do	do	Williams.
do 25	Mr. Shaughnessy	1 do	do	do
do 27	Mr. Carlyle	1 do	do	Sutherland.
do 27	Mr. Smith	1 do	do	Williams.
do 27	Mrs. Gammer	1 bottle brandy	do	Sutherland.
do 27	Mr. Patton	1 bottle whiskey	do	do
do 27	Mr. Williams	1 do	do	do
do 27	O. Smith	1 do	do	do
do 27	Mrs. Johnston	1 do	do	Urquhart.
do 27	Mrs. Weaver	1 do	do	do
do 27	Mrs. Slaty	1 do	do	Williams.
do 27	Mrs. Malouey	1 do	do	Sutherland.
do 28	A. Cavan	1 do	do	do
do 28	Mrs. Brown	1 do	do	do
do 28	Mr. Smith	1 do	do	do
do 28	Geo. Scholefield	2 bottles whiskey	do	do
do 28	Mr. Gallie	1 bottle whiskey	do	Williams.
do 28	Mr. Gibson	1 do	do	Sutherland.
do 28	Mr. Ellis	1 do	do	do
do 28	Mr. Biggar	1 do	do	do
do 28	Mr. Johnston	1 do	do	do
do 28	Mr. Wallace	1 do	do	do
do 28	Mrs. Garvie	1 do	do	Williams.
do 28	Mrs. Gordon	1 do	do	do
do 28	J. Fitzgerald	1 do	do	do
do 28	Capt. Crook	1 do	do	Urquhart.
do 29	P. Johnston	1 do	do	Sutherland.
do 29	Mr. Kelly	1 dozen ale	do	Williams.
do 29	P. Culhane	1 bottle rye	do	Urquhart.
do 29	J. Docherty	1 do	do	do
do 29	J. Long	1 do	do	do
do 29	C. Hood	1 do	do	do
do 29	B. Johnston	1 do	do	Sutherland.
do 29	Dr. Johnston	1 do	do	Urquhart.
do 29	Mrs. Chisholm	1 do	do	do
do 29	Mr. Ross	1 do	do	do
do 29	Mrs. Champ	1 pint rye	do	Sutherland.
do 29	Mr. Bailey	1 bottle rye	do	do
do 29	Mr. McCready	1 do	do	Williams
do 29	Mr. Pickering	1 do	do	Sutherland.
do 29	Mr. Clapham	1 bottle whiskey	do	Urquhart.
do 29	Mr. Patton	1 do	do	do
do 29	Mr. Lewis	1 do	do	Sutherland.
do 29	T. Jones	1 do	do	Urquhart.
do 30	J. Crow	1 do	do	do
do 30	Mr. Dougherty	1 do	do	Williams.
do 30	E. Post	1 do	do	Urquhart.
do 30	Mr. Warden	1 do	do	Sutherland.
do 30	Mr. Johnston	1 do	do	do
do 30	Mr. Freeman	1 dozen ale	do	Williams.
do 30	A. Oliphant	2 bottles ale	do	Urquhart.
do 30	Capt. Crooks	1 bottle whiskey	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 30	Capt. J. Conley	1 bottle whiskey.....	Medicinal	Dr. Urquhart.
do 30	Mr. McCready	1 do	do	do
do 30	Joe Long	1 do	do	do
do 30	F. Pollard	1 dozen ale	do	do
do 30	J. Slacer	1 bottle whiskey.....	do	do
do 30	J. Costello	1 do	do	do
do 30	Mr. Grant	2 bottles ale	do	Williams.
do 30	Mr. O'Boyle	1 bottle whiskey.....	do	Urquhart.
do 30	Mr. Boax	1 do	do	do
do 30	Mrs. Anderson.....	1 do	do	Williams.
do 30	Mrs. Kelley	1 do	do	Sutherland.
do 30	J. Moulton	1 do	do	do
do 30	Mr. Clapham	1 do	do	do
do 31	Mr. Sherin	2 bottles ale	do	do
do 31	W. Wheeler	1 bottle whiskey.....	do	do
do 31	J. Bailley	1 do	do	do
do 31	N. Bently.....	1 do	do	Urquhart.
do 31	Mr. Spencer	1 do	do	Sutherland.
do 31	T. T. Harris	1 do	do	Urquhart.
do 31	F. Crooks	1 do	do	do
do 31	R. Wyse	1 do	do	Sutherland.
do 31	Mr. Williams	1 do	do	do
do 31	J. Dougherty	1 do	do	do
do 31	Sam. McDonald	1 do	do	do
do 31	John Dougherty	1 do	do	do
do 31	Mr. Coventry	1 do	do	Williams.
do 31	Isaac Boon	1 do	do	Sutherland.
do 31	S. Decker	1 do	do	do
do 31	Col. Mitchell.....	1 quart whiskey	do	Urquhart.
do 31	Mr. Conover	1 bottle whiskey.....	do	Williams.
do 31	Mr. Kelley	1 do	do	Sutherland.
do 31	Mr. Farr	1 do	do	do
do 31	Mr. Carey	1 do	do	Urquhart.
Sept. 1	Mr. McCraney	1 dozen ale	do	Williams.
do 1	Mr. Hutton	1 bottle cognac	do	Urquhart.
do 1	Mr. Dorland	1 bottle whiskey.....	do	do
do 1	Gen. Grant	1 do	do	do
do 1	James Dougherty	1 do	do	Sutherland.
do 1	Mr. Coulton	1 do	do	do
do 1	Mr. McCraney	1 dozen ale	do	do
do 1	Mr. Sanderson	3 bottles ale	do	Williams.
do 1	Capt. Andrew	1 pint gin	do	Sutherland.
do 1	J. Williams	1 bottle whiskey.....	do	do
do 1	Mr. Wyse	1 do	do	Williams.
do 1	J. Lane	1 do	do	do
do 1	G. Morden	1 dozen ale	do	Sutherland.
do 1	G. Ryan	1 bottle rye	do	do
do 1	Mr. Buzzard	1 do	do	Williams.
do 1	J. Slattery	1 do	do	Urquhart.
do 1	Mr. McDermott	1 do	do	Williams.
do 1	Mr. Ribble	1 dozen ale	do	Sutherland.
do 1	Mr. McGill	1 bottle whiskey.....	do	do
do 1	Mr. McCraney	1 do	do	Urquhart.
do 1	Mr. Carlisle	1 do	do	Sutherland.
do 1	Mr. Bates	1 do	do	Williams.
do 1	T. Bigger	1 do	do	Sutherland.
do 1	Mr. Grant	1 do	do	Williams.
do 1	Mr. W. Scholefield	1 do	do	Sutherland.
do 1	R. Anderson	1 dozen ale	do	do
do 1	T. Noherdeim	1 bottle whiskey.....	do	Urquhart.
do 1	Geo. Husband	1 bottle rye.....	do	Sutherland.
do 1	Mrs. Oulhane.....	1 do	do	Williams.
do 1	Col. Mitchell.....	1 do	do	Sutherland.
do 1	Mr. Malloney	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 1	Mr. Gallie.....	1 bottle rye.....	Medicinal	Dr. Williams.
do 1	Mr. J. Walsh	1 do	do	Urquhart.
do 1	J. Askin	1 do	do	Sutherland.
do 1	Mrs. Johnston.....	1 bottle gin.....	do	do
do 3	C. Marlatt	3 bottles porter.....	do	do
do 3	J. Kelley.....	2 do ale.....	do	do
do 3	T. P. Harris.....	1 bottle rye.....	do	Urquhart.
do 3	Mr. Clapham.....	1 do	do	do
do 3	Mr. Husband.....	1 do	do	Williams.
do 3	S. Freeman.....	½ dozen ale.....	do	do
do 3	J. F. Orr	1 bottle cognac.....	do	Sutherland.
do 3	Mr. Rugby.....	1 bottle rye.....	do	do
do 3	Mr. Wood	1 do	do	do
do 3	Mr. Lucas	1 do	do	do
do 3	Mr. Coventry.....	1 do	do	do
do 3	Mr. Crosby	1 do	do	do
do 3	Mr. Noel.....	1 do	do	do
do 3	D. Oliphant.....	1 do	do	do
do 3	Mr. Kelley.....	1 dozen ale.....	do	Williams.
do 3	Mr. McKnight	½ do	do	Sutherland.
do 4	J. Williams.....	1 bottle whiskey.....	do	Williams.
do 4	Mr. Carlyle.....	1 do	do	Urquhart.
do 4	Mr. Garvie	1 do	do	Williams.
do 4	Mr. Gamnuie.....	½ gallon whiskey	do	Sutherland.
do 4	J. Featherstone.....	1 bottle do	do	Urquhart.
do 4	Mr. Anderson.....	½ dozen ale.....	do	Sutherland.
do 4	S. B. Lewis	1 bottle whiskey.....	do	do
do 4	Mr. Chisholm.....	1 do sherry.....	do	do
do 4	Mr. Staley.....	½ gallon rye.....	do	Williams.
do 4	Mr. Shaughnessy.....	1 dozen ale.....	do	do
do 4	Mr. Boyd.....	1 bottle whiskey.....	do	Urquhart.
do 4	D. Tobin.....	1 do	do	do
do 4	T. McDermott	1 bottle rye.....	do	Sutherland.
do 4	Mr. Carlyle.....	1 do	do	Williams.
do 4	Mr. Farmer.....	1 do	do	Sutherland.
do 4	Mr. Conover.....	1 do	do	Urquhart.
do 4	P. Peacock.....	1 do	do	do
do 4	Col. Mitchell.....	1 do	do	Sutherland.
do 4	S. McDonald.....	1 do	do	Urquhart.
do 4	Geo. Gerrie.....	1 do	do	Sutherland.
do 4	J. Costello	1 do	do	do
do 4	J. Long.....	1 do	do	do
do 4	S. Decker	1 do	do	do
do 4	Miss Costello	1 bottle sherry.....	do	Urquhart.
do 6	A. Son.....	2 bottles ale.....	do	Sutherland.
do 6	Mr. Biggs	1 bottle whiskey.....	do	do
do 6	Mr. Multon.....	do	do	Urquhart.
do 6	Mr. Curry.....	do	do	Sutherland.
do 6	Sam. Decker.....	do	do	do
do 6	John Slattery	do	do	Urquhart.
do 6	Col. Patton.....	2 gallons whiskey.....	do	Sutherland.
do 6	A. Mason.....	1 bottle whiskey.....	do	do
do 6	Mr. Coventry.....	do	do	Williams.
do 7	Jas. Brady.....	do	do	Sutherland.
do 7	Robt. Simpson.....	do	do	do
do 7	Geo. Scholefield.....	do	do	do
do 7	Mr. McDermott	do	do	Williams.
do 7	Mr. Weaver.....	do	do	do
do 7	Mr. Blewer.....	do	do	do
do 7	Dr. Johnston.....	1 bottle brandy.....	do	Urquhart.
do 7	Mrs. Anderson.....	1 bottle whiskey.....	do	Sutherland.
do 7	Col. Mitchell.....	do	do	do
do 7	Mr. Doty.....	do	do	do
do 8	Mr. Garvie.....	do	do	Williams.

B.—RETURN of LIQUORS sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Olergyman.
1883.				
Sept. 8	Mr. Carlyle.....	1 bottle whiskey.....	Medicinal.....	Dr. Sutherland.
do	Andrew Bounsall.....	1 pint brandy.....	do.....	do
do	J. Buzzard.....	1 bottle whiskey.....	do.....	Urquhart.
do	Wm. Kaskuff.....	do.....	do.....	Sutherland.
do	Mr. Freeman.....	1/2 dozen ale.....	do.....	Williams.
do	Robt Wyse.....	1 bottle whiskey.....	do.....	Sutherland.
do	C. Culham.....	do.....	do.....	Urquhart.
do	Mr. Son.....	do.....	do.....	Williams.
do	Mr. McDermott.....	do.....	do.....	do
do	Mr. Jas Grant.....	do.....	do.....	Sutherland.
do	Mr. Sandson.....	3 bottles ale.....	do.....	Williams.
do	Mr. Boyd.....	1 bottle whiskey.....	do.....	Sutherland.
do	Mr. Walsh.....	do.....	do.....	Williams.
do	B. Johnston.....	do.....	do.....	Sutherland.
do	Mr. Lynder.....	do.....	do.....	Johnston.
do	Mr. Coulton.....	do.....	do.....	Sutherland.
do	Mr. Munn.....	do.....	do.....	do
do	John Flewelling.....	do.....	do.....	do
do	Mrs. Johnston.....	do.....	do.....	Urquhart.
do	Mrs. Culhane.....	do.....	do.....	do
do	Mr Reynolds.....	1 pint brandy.....	do.....	Williams.
do	Mr. Wise.....	1 bottle whiskey.....	do.....	do
do	Mr. Bates.....	do.....	do.....	do
do	Mr. Sawyer.....	do.....	do.....	do
do	Mr. Fischer.....	do.....	do.....	Urquhart.
do	Mrs. Docherty.....	do.....	do.....	Williams.
do	Mr. Lordheime.....	do.....	do.....	Urquhart.
do	Mr. Coventry.....	do.....	do.....	Williams.
do	Mr. Costello.....	do.....	do.....	do
do	John Patterson.....	do.....	do.....	Sutherland.
do	Mr. Lucas.....	do.....	do.....	do
do	Mr. Patch.....	do.....	do.....	Williams.
do	Mr. Stealey.....	do.....	do.....	do
do	Mrs. Reynolds.....	do.....	do.....	Urquhart.
do	Hugh Coyne.....	1 pint brandy.....	do.....	do
do	Mrs. Murphy.....	1 bottle whiskey.....	do.....	Williams.
do	Mr. Decker.....	do.....	do.....	do
do	Mr. Tuck.....	do.....	do.....	do
do	Mr. Garvie.....	do.....	do.....	do
do	Mr. Williams.....	do.....	do.....	Sutherland.
do	John Slattery.....	do.....	do.....	Urquhart.
do	Mr. Clapham.....	do.....	do.....	Sutherland.
do	Geo. Scholefield.....	do.....	do.....	do
do	Mrs. Anderson.....	do.....	do.....	Williams.
do	Mr. Harris.....	do.....	do.....	Sutherland.
do	Mrs. Garvie.....	do.....	do.....	Williams.
do	Jas. Conley.....	do.....	do.....	Urquhart.
do	Col. Mitchell.....	do.....	do.....	Sutherland.
do	Robt. Bruner.....	do.....	do.....	Urquhart.
do	Mr. Boyd.....	do.....	do.....	Sutherland.
do	Mr. Gibson.....	do.....	do.....	do
do	T. Fox.....	do.....	do.....	Urquhart.
do	Mr. Walsh.....	1 do.....	do.....	Williams.
do	Mr. Hodgins.....	1 do.....	do.....	Sutherland.
do	Mr. Buzzard.....	1 do.....	do.....	do
do	Mr. Shaughnessy.....	1 do.....	do.....	Williams.
do	Mr. Johnston.....	1 do.....	do.....	do
do	T. Jones.....	1 do.....	do.....	Sutherland.
do	J. Buzzard.....	1 do.....	do.....	do
do	W. Bentley.....	1 do.....	do.....	do
do	Mr. Lanagan.....	1 do.....	do.....	Williams.
do	Mr. Casey.....	1 do.....	do.....	Sutherland.
do	R. Wise.....	1 do.....	do.....	Urquhart.
do	Mr. Buzzard.....	1 do.....	do.....	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 11	Mrs. Walsh	1 bottle whiskey.....	Medicinal	Dr. Williams.
do 11	Wm. Dut	1 do	do	Urquhart.
do 11	Mrs. Mitchell	1 bottle brandy	do	Sutherland.
do 11	Mr. Freeman	1 dozen ale	do	do
do 11	George Scholefield.....	1 bottle whiskey.....	do	do
do 11	Mr. George Husbands	1 do	do	do
do 11	Mr. Parish	1 do	do	Williams.
do 11	Mr. Cooligan	1 do	do	Sutherland.
do 11	Mr. Wilson	1 do	do	Williams.
do 11	Mr. Carlisle.....	1 do	do	do
do 11	Mrs. Coventry	1 do	do	do
do 11	S. B. Lewis	1 do	do	do
do 12	Mr. Boak	3 bottles ale	do	Sutherland.
do 12	Mr. Crooks	1 bottle whiskey	do	do
do 12	Mr. Ford	1 dozen ale	do	Williams.
do 12	James Hunter	1 bottle rye	do	Urquhart.
do 12	J. McDermott	1 do	do	do
do 12	T. Pickering.....	1 do	do	Sutherland.
do 12	John Bredin	2 bottles rye.....	do	do
do 12	Mrs. Lewis	1 bottle rye	do	do
do 12	Mr. Oulhane	1 pint brandy	do	Urquhart.
do 12	Mr. Doyland.....	1 bottle whiskey.....	do	do
do 12	Mr. Parish	1 do	do	Williams.
do 12	Mr. Long	1 do	do	do
do 12	Mr. McDonald	1 do	do	do
do 12	Mr. Grant	1 do	do	do
do 12	Col. Mitchell	1 do	do	Sutherland.
do 12	Mr. Stealy.....	1 gallon brandy	do	Williams.
do 12	Mr. Gallie	1 bottle do	do	do
do 12	Mr. Hinton	1 do do	do	Urquhart.
do 12	H. Scholefeld	3 bottles do	do	do
do 12	Ed. Oliphant	2 bottles ale	do	do
do 12	Mr. LeBurtis	1 bottle whiskey	do	do
do 12	Mr. Elliworth	1 do ale	do	do
do 12	Mr. Wallace	1 bottle whiskey.....	do	Sutherland.
do 12	Mr. Conover.....	1 do	do	Williams.
do 12	Mr. Clapham	1 do	do	Sutherland.
do 12	C. Wood	1 do	do	Urquhart.
do 12	Mr. Roache	1 do	do	Williams.
do 12	Mr. Wheeler	1 do	do	Urquhart.
do 12	Mrs. Garvie	1 do	do	Williams.
do 12	John Letchfield	1 do	do	Sutherland.
do 12	Mr. Col. Smith	1 dozen ale.....	do	do
do 12	Mr. Costello	1 bottle whiskey.....	do	do
do 12	Mr. Hewson	1 dozen ale	do	do
do 12	Mr. Smith	3 bottles whiskey.....	do	Urquhart.
do 12	Mrs. Williams	1 bottle whiskey.....	do	Sutherland.
do 12	J. Moulton	1 pint brandy	do	Urquhart.
do 12	Mr. Hannam	1 bottle whiskey	do	Sutherland.
do 12	Mr. Hewson	1 do	do	do
do 12	D. Lucas	1 do	do	do
do 12	Wm. Freeman	1 do	do	Urquhart.
do 12	Wm. McCreedy	1 do	do	Sutherland.
do 12	Wm. Casey	1 do	do	do
do 12	Mr. Henderson.....	1 do	do	do
do 12	H. LeBarr	1 do	do	do
do 12	Mr. Banwick	1 do	do	do
do 12	Mr. Balley	1 do	do	Urquhart.
do 12	Mr. Graves	1 do	do	do
do 12	Wm. Johnston.....	1 do	do	Williams.
do 12	Mr. Reynolds	1 do	do	Urquhart.
do 12	John Karthing.....	1 do	do	Sutherland.
do 12	Dr. Johnston	1 bottle brandy.....	do	Urquhart.
do 12	J. Brady	1 bottle whiskey	do	Sutherland.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 15	Bob Wise.....	1 bottle whiskey.....	Medicinal.....	Dr. Urquhart,
do 15	Mr. Docherty.....	1 do.....	do.....	Williams.
do 15	Mr. Bates.....	1 do.....	do.....	do
do 15	J. Kelly.....	3 bottles porter.....	do.....	Urquhart.
do 15	Mr. Boyd.....	1 bottle whiskey.....	do.....	Williams.
do 15	Jas. Lyons.....	1 do.....	do.....	Sutherland,
do 15	Mrs. Tuck.....	1 do.....	do.....	do
do 15	Mr. Ribble.....	1 do.....	do.....	Williams.
do 15	Mr. McDermott.....	1 do.....	do.....	do
do 15	Mr. Patterson.....	1 do.....	do.....	do
do 15	Mr. Chisholm.....	1 do.....	do.....	Sutherland.
do 15	Mrs. Tuck.....	1 do.....	do.....	Urquhart.
do 15	J. Long.....	1 do.....	do.....	do
do 15	Dr. Johnston.....	1 dozen ale.....	do.....	do
do 15	Bill Coulton.....	1 bottle whiskey.....	do.....	do
do 15	Mr. Shaughnessy.....	1 do.....	do.....	Williams.
do 15	P. Mortimer.....	1 do.....	do.....	Urquhart.
do 15	Mr. Johnston.....	1 do.....	do.....	Sutherland.
do 15	Mr. Hill.....	1 do.....	do.....	do
do 15	Mr. Bates.....	1 do.....	do.....	do
do 15	Mr. Biccore.....	1 do.....	do.....	Williams.
do 15	Mr. McDermott.....	1 do.....	do.....	do
do 15	Jas Ribble.....	1 do.....	do.....	Urquhart
do 15	Mrs. Costello.....	1 do.....	do.....	do
do 15	Mr. Stealy.....	1 gallon whiskey.....	do.....	Williams.
do 15	Geo. Casey.....	1 bottle whiskey.....	do.....	Sutherland.
do 15	Mr. Boulton.....	1 do.....	do.....	Urquhart.
do 15	Mr. Williams.....	1 do.....	do.....	Williams.
do 15	Mr. G. B. Lewis.....	1 do.....	do.....	do
do 15	Mrs. Graham.....	1 do.....	do.....	do
do 15	Mrs. McMurray.....	1 do.....	do.....	Urquhart.
do 15	Mrs. Bently.....	1 do.....	do.....	Sutherland.
do 17	Mr. Decker.....	1 do.....	do.....	do
do 17	Mr. Tuck.....	1 do.....	do.....	do
do 17	Mr. Ribble.....	1 do.....	do.....	Williams.
do 17	Mr. Mason.....	1 do.....	do.....	Sutherland.
do 17	Mr. Clapham.....	1 do.....	do.....	Urquhart.
do 17	Mr. Bennet.....	1 do.....	do.....	Sutherland.
do 17	Jas. Irving.....	1 do.....	do.....	do
do 17	Mrs. Morden.....	1 bottle brandy.....	do.....	do
do 17	Mr. Gibson.....	1 bottle whiskey.....	do.....	do
do 17	Mr. Williams.....	1 do.....	do.....	do
do 17	F. Smith.....	1 do.....	do.....	do
do 17	Mr. Johnston.....	1 do.....	do.....	do
do 17	Mr. Ribble.....	1 do.....	do.....	Urquhart.
do 17	Mr. Henderson.....	1 do.....	do.....	Sutherland.
do 17	Mrs. Garvie.....	1 do.....	do.....	Williams.
do 17	Mr. Long.....	1 do.....	do.....	Urquhart.
do 18	Mr. Peirce.....	1 do.....	do.....	Crimmon.
do 18	Mr. Boyd.....	1 do.....	do.....	Urquhart.
do 18	Mr. Bounsall.....	1 do.....	do.....	Sutherland.
do 18	Mr. King.....	1 do.....	do.....	Williams.
do 18	John Fitzgerald.....	1 do.....	do.....	Urquhart.
do 18	John Costello.....	1 do.....	do.....	Sutherland.
do 18	H. LeSarr.....	1 do.....	do.....	do
do 18	Mrs. Lee.....	1 do.....	do.....	Urquhart.
do 18	John Shaughnessy.....	1 do.....	do.....	Sutherland.
do 19	Mr. Couver.....	1 quart whiskey.....	do.....	do
do 19	Jno. Chisholm.....	1 bottle ale.....	do.....	do
do 19	Jim Grant.....	1 pint rye.....	do.....	Urquhart.
do 19	Miss Bixell.....	1 bottle port wine.....	do.....	Williams.
do 19	Mrs. Manby.....	1 pint brandy.....	do.....	Sutherland.
do 19	J. Slattery.....	1 bottle rye.....	do.....	do
do 19	Mrs. Tait.....	2 bottles ale.....	do.....	Urquhart.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 19	Mrs. Reynolds	1 quart rye	Medicinal	Dr. Urquhart
do 19	Mr. Johnston	2 bottle rye	do	Sutherland.
do 19	Mr. Burns	1 do	do	do
do 19	Col. Mitchell	1 do	do	do
do 19	F. Smith	1 do	do	do
do 19	Mr. Stealy	1 do	do	do
do 20	Susan Tuck	1 bottle whiskey.....	do	do
do 20	Mr. Hinton	1 do	do	do
do 20	James Brady	1 do	do	do
do 20	T. Hinton	1 bottle ginger wine	do	do
do 20	P. Johnston	1 do gin	do	do
do 20	G. Ward	1 do cognac	do	do
do 20	T. Freeman	1 do malt	do	Urquhart.
do 20	Mr. Williams	1 bottle rye	do	Sutherland.
do 20	Mr. Costello	1 do	do	Williams.
do 20	Mr. Ellis	1 quart rye	do	Urquhart.
do 20	John Gallie	1 bottle rye	do	Sutherland.
do 20	Mrs. Gerrie	1 do	do	do
do 20	Mrs. Anderson	1 pint rye	do	do
do 20	Mr. Wilkinson	1 bottle rye	do	do
do 20	Mr. Tobin	1 do	do	Urquhart.
do 20	F. Smith	1 do	do	Sutherland.
do 20	Mr. Laird	2 bottles ale	do	do
do 20	Mr. LeBarr	1 bottle gin	do	Williams.
do 20	Mrs. Hannam	1 bottle cognac	do	Sutherland.
do 20	Mr. Murphy	1 bottle rye	do	do
do 20	Mr. Peer	1 do	do	do
do 20	G. Powell	1 do	do	do
do 21	Mr. Bennett	1 do	do	do
do 21	Mr. Walsh	1 do	do	Williams.
do 21	Mr. Tizard	1 do	do	Sutherland.
do 21	C. Bredin	1 do	do	do
do 21	Mrs. Coventry	1 do	do	Williams.
do 21	Mrs. Easton	1 pint alcohol	do	do
do 21	Mrs. Dougherty	1 bottle whiskey.....	do	Sutherland
do 21	Mrs. Shepherd	1 bottle port wine ...	do	do
do 21	Mrs. Gorrie	1 bottle rye	do	do
do 21	P. O'Boyle	1 do	do	do
do 21	Mr. Chisholm	1 do	do	do
do 21	Mr. D. Robinson	1 do	do	do
do 21	Mr. Hinton	1 do	do	do
do 21	Mr. Johnston	1 do	do	Williams.
do 22	Mr. Lanagan	1 bottle whiskey.....	do	do
do 22	Mr. Boon	1 do	do	Sutherland.
do 22	F. Smith	1 do	do	Buck & McCrimmon
do 22	E. L. Oliphant	1 do	do	Sutherland.
do 22	Mr. Walsh	1 do	do	Williams.
do 22	Mr. Giles	1 do	do	Urquhart
do 22	Mr. Scholefield	1 do	do	Sutherland.
do 22	Mr. McCraney	1 dozen ale	do	Williams
do 22	Mr. Bobbins	1 bottle whiskey.....	do	Sutherland.
do 22	Mr. Wyse	1 do	do	do
do 22	Mr. Bates	1 do	do	Williams.
do 22	B. Johnston	1 do	do	Sutherland.
do 22	Mr. Sawyer	1 do	do	Williams.
do 22	J. Urquhart	1 do	do	Urquhart.
do 22	John Shaughnessy	1 do	do	Sutherland.
do 22	Mr. Wood	1 do	do	do
do 22	Mr. Walsh	1 do	do	do
do 22	P. Welsh	1 do	do	do
do 22	Mr. Freeman	1 dozen ale	do	do
do 22	Mrs. Harkruff	1 bottle whiskey.....	do	Williams.
do 22	Mr. Boyd	1 do	do	Sutherland.
do 22	Mr. Fitzgeralds	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 22	John Condour	½ dozen ale.....	Medicinal	Dr. Urquhart.
do 22	Mr. Husband.....	1 bottle whiskey.....	do	Williams.
do 22	Sam Decker.....	1 do	do	Sutherland.
do 22	Mr. Weaver.....	1 do	do	Johnston.
do 22	Mr. Leach.....	1 do	do	Sutherland.
do 22	Mrs. Wass.....	1 do	do	Urquhart.
do 22	Thomas McDermott.....	1 do	do	Sutherland.
do 22	James Cavanagh.....	1 do	do	do
do 22	James Steeven.....	1 do	do	Urquhart.
do 22	Mr. McDougald.....	1 do	do	Sutherland.
do 22	Mike Murphy.....	1 do	do	Urquhart.
do 22	Mr. Featherstone.....	1 do	do	Sutherland.
do 22	Mr. Williams.....	1 do	do	do
do 22	Mrs. Culhane.....	1 do	do	do
do 22	Mr. Freeman.....	½ dozen ale.....	do	do
do 24	Mr. Shaughnessy.....	1 bottle whiskey.....	do	Williams.
do 24	Mr. Johnston.....	1 do	do	Urquhart.
do 24	Mrs. Shepherd.....	1 do	do	Sutherland.
do 24	Mrs. Johnston.....	1 bottle brandy.....	do	Johnston.
do 24	E. Tuck.....	1 do	do	Urquhart.
do 24	Mr. Weaver.....	1 bottle whiskey.....	do	Williams.
do 24	J. Tuck.....	½ dozen ale.....	do	Sutherland.
do 24	Mr. Williams.....	1 bottle whiskey.....	do	do
do 24	Geo. Scholefield.....	½ gallon do.....	do	do
do 24	Mr. Bounsall.....	1 bottle whiskey.....	do	do
do 24	Mrs. Sawyer.....	1 do	do	Williams.
do 24	H. Farr.....	1 do	do	Sutherland.
do 24	John Docherty.....	2 do	do	Urquhart.
do 24	Mr. Decker.....	1 do	do	Sutherland.
do 24	Mr. Middleton.....	1 do	do	Williams.
do 25	Mrs. Grant.....	1 bottle ale.....	do	do
do 25	Mr. Tait.....	1 bottle whiskey.....	do	do
do 25	Wm. Bounsall.....	1 do	do	Urquhart.
do 25	Mr. Clapham.....	1 do	do	Sutherland.
do 25	Mr. Costello.....	1 do	do	Williams.
do 25	John Slattery.....	1 do	do	Urquhart.
do 25	Mr. Wallace.....	1 do	do	Sutherland.
do 25	Mr. Mitchell.....	1 do	do	Williams.
do 25	Mr. Boyd.....	1 do	do	do
do 25	Mr. Pollard.....	1 dozen ale.....	do	do
do 25	Mr. Lanagan.....	1 bottle whiskey.....	do	do
do 25	Mr. Farr.....	1 do	do	do
do 26	R. Ohisholm.....	½ dozen ale.....	do	Urquhart.
do 26	Mr. Hewitt.....	1 pint whiskey.....	do	do
do 26	Mr. Jas. Tuck.....	½ dozen ale.....	do	Sutherland.
do 26	Mr. O'Neil.....	1 bottle whiskey.....	do	do
do 26	Mr. Ford.....	1 dozen ale.....	do	Williams.
do 26	Col. Mitchell.....	1 bottle whiskey.....	do	Urquhart.
do 26	H. Farr.....	1 do	do	do
do 26	Jes. Long.....	1 do	do	do
do 26	Mr. Leach.....	1 do	do	Sutherland.
do 26	Mrs. Coventry.....	1 do	do	Williams.
do 26	Mr. Bounsall.....	1 do	do	do
do 26	Mr. Slattery.....	½ gallon whiskey.....	do	Urquhart.
do 26	Mrs. Mitchell.....	1 bottle whiskey.....	do	Sutherland.
do 27	N. Rigg.....	1 do	do	Urquhart.
do 27	Mrs. Gerrie.....	1 do	do	Williams.
do 27	Mr. Shaughnessy.....	1 do	do	do
do 27	Chas. McCraney.....	1 do	do	Urquhart.
do 27	Jno. Fluellon.....	1 do	do	Williams.
do 27	Mr. Thurston.....	1 do	do	Urquhart.
do 27	Mrs. Elsworth.....	1 do	do	do
do 27	Mr. Reynolds.....	1 do	do	do
do 27	Mrs. Hinton.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 27	Mr. Urquhart.....	1 bottle whiskey.....	Medicinal	Dr. Urquhart
do 27	Mr. Farr	1 do	do	do
do 27	Mr. Rutledge.....	1 bottle gin.....	do	Williams.
do 27	Mrs. Morden.....	1 dozen ale.....	do	do
do 27	Jno Docherty.....	1 bottle rye.....	do	Sutherland.
do 27	Mr. Murphy	1 do	do	Urquhart.
do 27	Mrs. Buzzard.....	1 do	do	Williams.
do 27	Mr. Chisholm.....	1 bottle ale.....	do	Sutherland.
do 28	Col. Mitchell.....	1 bottle whiskey.....	do	Urquhart.
do 28	Mrs. Maloney	1 do	do	Williams
do 28	Mr. Lucas.....	1 do	do	Sutherland.
do 28	Mr. Boyd.....	1 do	do	do
do 28	Mr. Tizard.....	1 do	do	do
do 28	Mr. Docherty.....	1 do	do	do
do 28	Mr. Williams.....	1 do	do	do
do 28	T. Walsh	1 do	do	do
do 29	Mr. Bates.....	1 do	do	Williams.
do 29	Mr. Sullivan.....	1 do	do	do
do 29	T. Reynolds.....	1 do	do	Urquhart.
do 29	Mr. Keaith.....	1 do	do	Williams.
do 29	Mrs Lewis.....	1 do	do	do
do 29	Mr. Williams	1 do	do	Sutherland.
do 29	Mr. Grant.....	1 do	do	Williams.
do 29	Mr. Buzard.....	1 do	do	do
do 29	W. Scholefield.....	1 do	do	Urquhart.
do 29	Mr. Lucas	1 do	do	Sutherland.
do 29	Mr. Reynolds	1 do	do	Williams.
do 29	Mr. Sawyer.....	1 do	do	do
do 29	Mr. Mason.....	1 do	do	do
do 29	Mr Conover.....	1 do	do	Sutherland.
do 29	Mr. Long.....	1 do	do	Williams.
do 29	Mr. Blackwell	1 do	do	do
do 29	Bob Wise.....	1 do	do	Urquhart.
do 29	B. Johnston.....	1 do	do	Sutherland.
do 29	Mr. Husband	1 do	do	Williams.
do 29	Mr. Ribble.....	1 do	do	do
do 29	Mrs Garvie	1 do	do	do
do 29	T. O'Neal.....	1 do	do	Urquhart.
do 29	Mr. Sanderson.....	1 do	do	Williams.
do 29	Mr. Shanley	1 do	do	Urquhart.
do 29	Mr. Hewitt.....	1 do	do	do
do 29	Mrs. Culhane	1 do	do	do
do 29	Mr. Patterson.....	1 do	do	do
do 29	Mr. Blewer.....	1 do	do	Williams.
do 29	Mr. Johnston	1 do	do	Urquhart.
do 29	J. S. Johnston	1 bottle brandy	do	Johnston.
do 29	Jas. Brady	1 bottle whiskey.....	do	Sutherland.
Oct. 1	Mr. Tuck	1 do	do	Urquhart.
do 1	Mr. Shanley	1 do	do	do
do 1	Joe Long.....	1 do	do	do
do 1	Mrs. Maloney	1 do	do	Williams.
do 1	T. Biggar	1 do	do	Urquhart.
do 1	Mr. Soper	1 do	do	Sutherland.
do 1	Mrs. Summer	1 gallon whiskey.....	do	do
do 1	Geo. Fischer	1 bottle whiskey.....	do	do
do 1	Mr. Williams	1 do	do	do
do 1	Mr. Walsh.....	1 do	do	do
do 2	Mr. Pepper.....	1 do	do	Williams.
do 2	Mr. Jones	1 do	do	Urquhart.
do 2	Mr. Freeman	1 dozen ale.....	do	do
do 2	Mr. Long.....	1 bottle ale.....	do	Williams.
do 2	Mr. Johnston.....	1 bottle whiskey.....	do	do
do 2	Mr. Armstrong	1 do	do	Sutherland.
do 2	Mrs. Bond.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct.	2 Mrs. Jones.....	1 bottle whiskey	Medicinal	Dr. Williams.
do	2 J. F. Orr	1 bottle port	do	Sutherland.
do	2 Mr. Williams	1 do whiskey.....	do	do
do	2 Mrs. Sheppard.....	2 bottles ale	do	do
do	2 Mrs. Garvie.....	1 bottle whiskey.....	do	do
do	3 Mr. O'Shaughnessy	1 do	do	Urquhart.
do	3 R. Chisholm	½ dozen ale	do	do
do	3 Mr. Shanley	1 bottle whiskey.....	do	do
do	3 Mrs. Fitzgerald	1 do	do	Sutherland.
do	3 Mr. Payne.....	1 do	do	do
do	3 Mrs. Garvie.....	1 do	do	Williams.
do	3 Mrs. Lewis	1 do	do	do
do	3 Col. Mitchell	1 do	do	Urquhart
do	3 Mr. Dougland	1 do	do	do
do	3 Geo. Carpenter	1 do	do	do
do	3 A. Low	1 do	do	Sutherland.
do	3 Mrs. Grant	1 bottle ale...	do	Williams.
do	3 Robert Boulton	1 bottle whiskey.....	do	Urquhart.
do	4 Mr. Hewett	1 do	do	do
do	4 Mrs. Lewes	1 do	do	Williams.
do	4 Mr. Freeman.....	1 do	do	do
do	4 Mrs. Maloney	1 do	do	do
do	4 Mr. Boyd	1 do	do	Urquhart.
do	4 Mr. Galbraith	1 do	do	do
do	4 Mrs. Kerr	1 do	do	Sutherland.
do	4 Mr. Murphy	1 do	do	Urquhart.
do	4 J. Stoke	1 do	do	Sutherland.
do	5 Mrs. McDougald	1 do	do	do
do	5 Mrs. Payne.....	1 do	do	do
do	5 John Askins.....	1 do	do	do
do	5 Col. Mitchell	1 do	do	Urquhart.
do	5 Mr. Long	1 do	do	do
do	5 Geo. Hellary.....	1 do	do	Sutherland.
do	5 O. B. Smith	1 do	do	do
do	5 Mr. Hood	1 do	do	Urquhart.
do	5 Miss Tuck	1 do	do	do
do	5 T. Evans	1 bottle brandy	do	Sutherland.
do	5 John Riggs	1 bottle whiskey	do	do
do	5 Thomas Dowdle	1 do	do	do
do	6 Mr. McLaughlin.....	1 do	do	Urquhart.
do	6 Mr. Reynolds.....	1 do	do	do
do	6 Mr. Suzard	1 do	do	do
do	6 Mr. Freeman.....	1 do	do	Williams.
do	6 Mr. Brown.....	1 pint whiskey	do	Urquhart.
do	6 Mr. Lawyer.....	1 bottle whiskey.....	do	Sutherland.
do	6 Mr. Scholefield.....	1 do	do	Urquhart.
do	6 Mr. Nordheime.....	1 do	do	do
do	6 Mr. Conover	1 do	do	do
do	6 John Patterson	1 do	do	do
do	6 Mr. McCraney	1 do	do	do
do	6 Gen. Grant.....	1 do	do	Williams.
do	6 Mr. Blewer.....	1 do	do	do
do	6 Mr. Chisholm.....	1 do	do	Sutherland.
do	6 Mr. Mitchell	1 do	do	Urquhart.
do	6 Mr. Hood	1 do	do	do
do	6 Mr. Henderson.....	1 do	do	Sutherland.
do	6 Mr. Badcock.....	1 do	do	do
do	6 Mr. King	1 do	do	Urquhart.
do	6 John McDermott.....	1 do	do	do
do	6 F. Smith	1 do	do	McCrimmon.
do	6 Mr. Riggs	1 do	do	Sutherland.
do	6 Mr. Galbraith	1 do	do	do
do	6 Jas. Burns.....	1 do	do	Urquhart.
do	6 Mr. Hall.....	1 do	do	Williams.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 6	Mr. Hood	1 bottle whiskey	Medicinal	Dr. Sutherland.
do 7	Mr. Scholefield.....	1 do	do	do
do 7	Mr. Ford.....	1 do	do	do
do 7	Thomas Hunton	1 bottle gin	do	do
do 7	Mr. Anderson.....	1 bottle whiskey	do	Williams.
do 7	Thomas Shaw	1 do	do	Sutherland.
do 7	Joe Long	1 do	do	Urquhart.
do 7	Mrs. Sheppard.....	2 bottles ale	do	Sutherland.
do 7	Mr. Johnston.....	1 bottle whiskey	do	do
do 7	Miss B. Chisholm	1 do	do	Williams.
do 7	Mr. Brecken	1 do	do	Sutherland.
do 9	Mr. Wheeler.....	1 do	do	Williams.
do 9	Mr. Armstrong	1 do	do	Sutherland.
do 9	Mrs. Ellsworth.....	2 bottles ale	do	Urquhart.
do 9	Mrs. Decker	1 bottle whiskey	do	do
do 9	Col. Mitchell.....	1 do	do	Williams.
do 9	J. Docherty.....	1 do	do	Sutherland.
do 9	Mr. Hart.....	1 do	do	do
do 9	Mr. Robertson	1 do	do	Williams.
do 9	Mrs. Lordan	1 do	do	do
do 9	Mr. Boulton	1 do	do	Urquhart.
do 9	Mr. Son.....	1 do	do	Sutherland.
do 10	John Patterson	1 do	do	do
do 10	Mr. Boak	1 do	do	do
do 10	John Birden	1 do	do	Williams.
do 10	Mr. Wilkinson	1 do	do	Urquhart.
do 10	Mr. Hall.....	½ gallon whiskey.....	do	Williams.
do 10	Mr. Long	1 do	do	do
do 10	K. Lewis	1 bottle whiskey	do	Urquhart.
do 10	Mrs. Robertson	1 do	do	Sutherland.
do 10	John Shaughnessy.....	1 do	do	do
do 10	Mr. Galbraith.....	1 do	do	do
do 10	John Doy	1 do	do	Urquhart.
do 10	Mrs. Grant	2 bottles ale	do	Williams.
do 11	Mr. Inglehart.....	1 bottle whiskey	do	Sutherland.
do 11	George Scholefield.....	2 bottles ale	do	do
do 11	Mr. Lewis.....	1 bottle whiskey	do	Williams.
do 11	Mr. Henderson.....	1 do	do	Sutherland.
do 11	T. Biggar	1 do	do	Urquhart.
do 11	A. Spiers	1 do	do	do
do 11	Col. Mitchell.....	1 do	do	Williams.
do 11	Mr. P. Kelly.....	2 bottles ale	do	Sutherland.
do 11	Mr. Riggs	½ gallon whiskey.....	do	do
do 11	John Docherty.....	1 bottle whiskey.....	do	do
do 11	Mr. Casey.....	1 do	do	do
do 12	Bob Tuck.....	1 do	do	Urquhart.
do 12	Mr. McGrady.....	1 do	do	Williams.
do 12	Mr. Reynolds.....	1 do	do	do
do 12	Geo. Morden.....	1 do	do	Sutherland.
do 12	Mr. John Williams.....	1 do	do	do
do 12	Mr. Wass	1 do	do	Urquhart.
do 12	Froe Low	1 do	do	Marshall.
do 12	Wm. Harkruff	1 do	do	Urquhart.
do 12	Mr. McDougald	1 bottle port and rye	do	Sutherland.
do 12	Mr. Hunter	1 bottle whiskey	do	Urquhart.
do 13	B. Johneton.....	1 do	do	do
do 13	Mrs. Sullivan.....	1 do	do	Williams.
do 13	Gen. Grant.....	1 do	do	Urquhart.
do 13	Mr. Hughes	1 do	do	do
do 13	Mr. Hood	1 do	do	Williams.
do 13	T. T. Hams	1 do	do	Urquhart.
do 13	B. Johnston.....	1 do	do	do
do 13	Mr. Lewis.....	1 do	do	Williams.
do 13	Mr. Shanley.....	1 do	do	Urquhart.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 13	Mr. Grant.....	1 bottle whiskey.....	Medicinal.....	Dr. Williams.
do 13	Mr. Hewett.....	1 do.....	do.....	Urquhart.
do 13	Mr. Armstrong.....	1 do.....	do.....	Sutherland.
do 13	Mr. Blewer.....	1 do.....	do.....	Williams.
do 13	Mr. Freeman.....	1 do.....	do.....	Urquhart.
do 13	Jas. Brady.....	1 do.....	do.....	Sutherland.
do 13	W. Robertson.....	1 bottle port wine.....	do.....	do
do 13	Mr. Conover.....	1 bottle whiskey.....	do.....	Williams.
do 13	Mr. Sawyer.....	1 do.....	do.....	do
do 13	John Patterson.....	1 do.....	do.....	Sutherland.
do 13	Mr. McDermott.....	1 do.....	do.....	Williams.
do 13	Mr. Hinton.....	1 do.....	do.....	do
do 13	Mr. Decker.....	1 do.....	do.....	do
do 13	Mr. Breden.....	1 do.....	do.....	do
do 13	Mr. Pickering.....	1 do.....	do.....	Urquhart.
do 13	Mr. Gibson.....	1 do.....	do.....	Williams.
do 13	Mr. Bently.....	1 do.....	do.....	Urquhart.
do 13	J. Slattery.....	1 do.....	do.....	do
do 13	D. Lucas.....	1 do.....	do.....	do
do 13	Col. Mitchell.....	1 do.....	do.....	do
do 13	Mrs. Bray.....	1 bottle port wine.....	do.....	do
do 13	Mr. Hutton.....	1 bottle whiskey.....	do.....	do
do 13	C. Snider.....	1 do.....	do.....	Sutherland.
do 13	Joe Long.....	1 do.....	do.....	do
do 13	Mr. Hood.....	1 do.....	do.....	Williams.
do 13	Mr. Boon.....	1 do.....	do.....	do
do 13	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 13	Mrs. Lee.....	1 pint brandy.....	do.....	do
do 13	Mr. Malloney.....	1 bottle whiskey.....	do.....	do
do 13	Mrs. Scott.....	1 do gin.....	do.....	Urquhart.
do 13	Mrs. Sawyer.....	1 bottle whiskey.....	do.....	Williams.
do 13	B. Middleton.....	1 do.....	do.....	do
do 15	Mr. O'Shaughnessy.....	1 do.....	do.....	Urquhart.
do 15	Mr. Shanley.....	1 do.....	do.....	do
do 15	Mr. Henderson.....	1 do.....	do.....	do
do 15	Mr. Flores.....	1 do.....	do.....	do
do 15	Mr. Lewis.....	1 do.....	do.....	Williams.
do 15	Mrs. Hester.....	1 do.....	do.....	do
do 15	Mr. Shaughnessy.....	1 do.....	do.....	do
do 15	Mr. Gibson.....	1 do.....	do.....	Urquhart.
do 15	Mr. Evans.....	1 do.....	do.....	Sutherland.
do 15	Mr. Bently.....	1 do.....	do.....	do
do 15	Mr. Williamson.....	1 do.....	do.....	Urquhart.
do 15	Mr. Morse.....	1 do.....	do.....	do
do 15	Thomas Jones.....	1 do.....	do.....	do
do 15	John Robertson.....	1 do.....	do.....	do
do 15	Mr. Gallie.....	1 do.....	do.....	Williams.
do 15	Mr. Jones.....	1 do.....	do.....	Johnston.
do 15	Mr. Lewis.....	1 do.....	do.....	Williams.
do 15	T. Jones.....	1 do.....	do.....	Sutherland.
do 15	H. Farr.....	1 do.....	do.....	do
do 15	Mrs. Malloney.....	1 do.....	do.....	do
do 15	W. Masses.....	1 do.....	do.....	Urquhart.
do 15	Mr. Litchfield.....	1 do.....	do.....	do
do 15	Mr. Bell.....	1 do.....	do.....	Sutherland.
do 15	P. Johnston.....	1 do.....	do.....	do
do 16	Mr. Mason.....	1 do.....	do.....	do
do 16	Mr. McDermott.....	1 do.....	do.....	Williams.
do 16	Mr. Malloney.....	1 do.....	do.....	do
do 16	Mrs. Coventry.....	1 do.....	do.....	do
do 16	Mr. Williams.....	1 do.....	do.....	Sutherland.
do 16	Mr. Farr.....	1 do.....	do.....	do
do 16	Joe Long.....	1 do.....	do.....	do
do 16	John Breden.....	1 do.....	do.....	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 16	J. Anderson	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do 16	A. Galbraith	1 do	do	do
do 16	B. Leach	1 do	do	Urquhart.
do 16	Mr. Gibson	1 do	do	Sutherland.
do 16	John Smith	1 do	do	Urquhart.
do 16	Mr. Howick	1 do	do	Sutherland.
do 16	Mr. Farr	1 do	do	Williams.
do 16	John Moulton	1 do	do	Sutherland.
do 16	Mr. Marshall	1 do	do	Urquhart.
do 16	Mr. Laidlaw	1 do	do	do
do 17	W. Scholefield.....	1 do	do	Sutherland.
do 17	John Smith.....	1 do	do	do
do 17	Mr. McDermott	1 do	do	do
do 17	Mr. Wheeler.....	1 do	do	Williams.
do 17	Mr. Kenney.....	1 do	do	do
do 17	Mr. Lewis	1 do	do	do
do 17	Mr. Walsh	1 do	do	do
do 17	Bob Tuck	1 do	do	Urquhart.
do 17	Mrs. Garvie	1 do	do	Williams.
do 17	Geo. Ward	1 bottle brandy	do	Urquhart.
do 17	Joe Long	1 do	do	Sutherland.
do 17	H. Doryland	1 do	do	Urquhart.
do 17	Mr. Wilkson.....	1 do	do	Sutherland.
do 17	Mr. Freeman.....	1 do	do	Williams.
do 17	Mr. Wales	1 do	do	Sutherland.
do 17	Mr. Mitchell	1 do	do	do
do 17	Col. Mitchell	1 do	do	do
do 17	Mr. Gilliland	1 do	do	Williams.
do 17	J. Shaughnessy	1 do	do	do
do 17	James Burns.....	1 do	do	do
do 18	John Boyd	1 do	do	Urquhart.
do 18	Mr. Anderson	1 do	do	Williams.
do 18	John Williams	1 do	do	do
do 18	B. Johnston	1 do	do	Sutherland.
do 18	S. M. D. Scholefield.....	1 do	do	do
do 18	John Bredin	1 do	do	do
do 18	Mr. McDougald	1 do	do	do
do 18	John Costello	1 do	do	Urquhart.
do 18	Mr. Malloney	1 do	do	Williams.
do 18	Mr. McGrandy	1 do	do	do
do 18	Thomas Jones	1 do	do	Urquhart.
do 18	Mr. Farr	1 do	do	do
do 18	Mr. Henderson	1 do	do	do
do 18	Mr. Walsh	1 do	do	Sutherland.
do 18	Mr. Evans.....	1 do	do	do
do 18	John Shaughnessy	1 do	do	do
do 18	Mrs. Walsh	1 do	do	do
do 18	Mr. Wallace	1 do	do	do
do 19	John Slattery	1 do	do	Urquhart.
do 19	Mr. Smith	1 do	do	Williams.
do 19	Mr. Lewis	1 do	do	do
do 19	Mr. Hemphill	1 do	do	do
do 19	Mr. McDermott	1 do	do	do
do 19	R. Tuck.....	1 do	do	Sutherland.
do 19	Mr. Robertson	1 do	do	do
do 19	Mr. Fan.....	1 do	do	do
do 19	Mr. Hector	1 do	do	do
do 19	A. Wilkinson.....	1 do	do	do
do 19	Mr. Woonans.....	1 do	do	do
do 19	T. Jones.....	1 do	do	do
do 20	Wm. Freeman	1 do	do	Urquhart.
do 20	Mrs. Bain.....	1 do	do	do
do 20	Mr. Clapham	1 do	do	Sutherland.
do 20	John Mitchell.....	1 do	do	Johnston.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 20	Geo. Taylor	1 bottle whiskey	Medicinal	Dr. Sutherland.
do 20	John Patterson	1 do	do	do
do 20	Miss Tuck	1 do	do	Urquhart.
do 20	W. Scholefield	1 do	do	Sutherland.
do 20	J. Johnston	1 do	do	Urquhart.
do 20	Mr. Buzard	1 do	do	Williams.
do 20	Mr. Stenson	1 do	do	Urquhart.
do 20	Mr. Lewis	1 do	do	Williams.
do 20	Mr. Hewett.....	1 do	do	Urquhart.
do 20	Mr. Grant	1 do	do	Williams.
do 20	Mr. Carry	1 do	do	Urquhart.
do 20	John Fitzgerald	1 do	do	do
do 20	Mr. Malloney	1 do	do	Sutherland.
do 20	Mr. Walton	1 do	do	do
do 20	Mr. Blewer	1 do	do	Williams.
do 20	Mr. Sullivan	1 do	do	do
do 20	Mr. Husband.....	1 do	do	do
do 20	Mr. Bates.....	1 do	do	do
do 20	Mr. Mason.....	1 do	do	Urquhart.
do 20	Mr. Conover	1 do	do	Williams.
do 20	Mr. Doryland	1 do	do	Urquhart.
do 20	Mr. Henton	1 do	do	do
do 20	Mr. Walton.....	1 do	do	Sutherland.
do 20	J. Askins	1 do	do	do
do 20	Yankee Smith	1 do	do	do
do 20	Mr. Tumble	1 do	do	do
do 20	Mr. Sargent	1 do	do	Urquhart.
do 20	Col. Mitchell	1 do	do	do
do 20	B. Johnston	1 do	do	Sutherland.
do 20	F. Pollard.....	1 do	do	Urquhart.
do 20	M. Murphy	1 do	do	do
do 20	Mr. Brook	1 do	do	do
do 20	John Walsh	1 do	do	Sutherland.
do 20	Jno. Wallace	1 do	do	do
do 20	S. Culhane	1 do	do	Urquhart.
do 22	A. Lewis	1 do	do	Sutherland.
do 22	Mr. Williams	1 do	do	do
do 22	W. Gibon	1 do	do	do
do 22	John Budin	1 do	do	do
do 22	Geo. Tizard	1 do	do	do
do 22	Thos. Truman	1 do	do	Urquhart.
do 22	John Costello.....	1 do	do	Sutherland.
do 22	Mr. Henderson.....	1 do	do	Johnston.
do 22	Mr. Weaver	1 do	do	Williams.
do 22	Mr. Williams	1 do	do	Sutherland.
do 23	Mr. Johnston	1 do	do	Urquhart.
do 23	Geo. Lester.....	1 do	do	Johnston.
do 23	Mrs. Ribble.....	1 do	do	Urquhart.
do 23	C. Marlatt.....	1 bottle sherry.....	do	Sutherland.
do 23	Geo. Powell.....	1 bottle whiskey	do	do
do 23	Mr. Wallace.....	1 do	do	do
do 23	Mr. Stenson	1 do	do	Williams.
do 23	Mrs. Shannaham	1 do	do	Urquhart.
do 23	Mrs. Pickering.....	1 do	do	Sutherland.
do 23	Mrs. Morden.....	1 do	do	do
do 24	Mr. Scholefield.....	1 do	do	Williams.
do 24	Mr. Askins	1 do	do	Sutherland.
do 24	Mr. McDermott	1 do	do	Williams.
do 24	Mr. Sawyer	1 do	do	do
do 24	Mr. Wood	1 do	do	Williams.
do 24	F. Smith	1 do	do	Sutherland.
do 24	Mrs. Gammer.....	1 do	do	do
do 24	W. Kibble.....	1 do	do	do
do 24	Mr. Graham.....	1 do	do	do

B.—RETURN of LIQUORS sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1882.				
Oct. 24	Mr. McDougald.....	1 bottle port and 1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do 24	Mr. Patterson.....	1 bottle whiskey.....	do	do
do 24	Mr. Carpenter	1 do port wine	do	do
do 24	Mr. Farr.....	1 bottle whiskey.....	do	do
do 24	J. Lewis.....	1 do	do	do
do 24	Mr. Lanagan	1 do	do	Williams.
do 24	Col. Mitchell	1 do	do	Urquhart.
do 25	John Kelley	3 bottles ale	do	do
do 25	Mr. Lewis	1 bottle whiskey.....	do	Williams.
do 25	Mr. Owens.....	1 do	do	Sutherland.
do 25	Mr. Roak.....	1 do	do	Urquhart
do 25	Mr. Hunton.....	1 do	do	do
do 25	Mr. Johnston.....	1 do	do	Williams.
do 25	Thomas Fox.....	1 do	do	Urquhart.
do 25	Thomas Pickering	1 do	do	Sutherland.
do 25	Mrs. Ellsworth.....	1 do	do	Urquhart.
do 25	Mr. Patch	1 do	do	Williams.
do 25	Mr. Farr.....	1 do	do	Sutherland.
do 25	Mr. Shaughnessy.....	1 do	do	do
do 25	T. Jones	1 do	do	do
do 25	Mrs. White.....	1 bottle port and 1 bottle whiskey.....	do	McCrimmon.
do 25	Mrs. Dent	1 bottle whiskey.....	do	Sutherland.
do 25	John Walsh	1 do	do	Urquhart.
do 25	Mrs. Weaver	1 do	do	do
do 25	Mr. G. B. Lewis.....	1 do	do	Sutherland.
do 25	Mrs. Grant	1 do	do	Williams
do 26	Mr. Williams	1 dozen ale	do	Sutherland.
do 26	Mr. Breden	1 bottle whiskey.....	do	do
do 26	Samuel McDonald	1 do	do	Urquhart.
do 26	Mr. Johnston.....	1 do	do	Williams.
do 26	Mr. Conover.....	1 do	do	do
do 26	Mr. Wallace.....	1 do	do	Sutherland.
do 26	Mr. Henderson.....	1 do	do	Johnston.
do 26	George Morden	1 do	do	Sutherland.
do 26	B. Johnston.....	1 do	do	do
do 26	Col. Mitchell.....	1 do	do	Urquhart.
do 26	Mr. Lewis	1 do	do	Sutherland.
do 26	Mr. Wagner	1 do	do	Urquhart.
do 27	Mr. Spencer	1 bottle brandy	do	Sutherland.
do 27	Mr. Smith	1 bottle whiskey	do	Urquhart.
do 27	James Docherty	1 do	do	Sutherland.
do 27	Thomas Jones	1 do	do	Urquhart.
do 27	Mrs. Armstrong	1 do	do	Williams.
do 27	Mr. Bell	1 do	do	Sutherland.
do 27	Mrs. George Morden.....	1 do	do	do
do 27	Mrs. Crooks	1 dozen ale	do	Williams.
do 27	Mr. Healy	1 bottle whiskey	do	do
do 27	W. Bently	1 do	do	Sutherland.
do 27	Mr. McDonald	1 do	do	do
do 27	Mr. Scholfield	1 do	do	do
do 27	Mr. Conover	1 do	do	do
do 27	Alex. Mason	1 do	do	do
do 27	Nick Decker.....	1 do	do	do
do 27	George Husband.....	1 do	do	do
do 27	Mrs. Fitzgerald.....	1 do	do	Williams.
do 27	Mr. Hewitt	1 do	do	Urquhart.
do 27	Mr. Walsh	1 do	do	Williams.
do 27	Mr. O'Boyle	1 do	do	do
do 27	Mr. McDermott	1 do	do	do
do 27	Mr. Grant	1 do	do	do
do 27	J. Banny	1 do	do	Sutherland.
do 27	Mr. Harris.....	1 do	do	Williams.

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 27	B. Johnston	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do 27	Mr. Coventry	1 do	do	Williams.
do 27	Mr. Williams	1 do	do	Sutherland,
do 27	Mr. Lane	1 do	do	Williams.
do 27	Mrs. Balmer	1 bottle port.....	do	do
do 27	Mr. Scholefield.....	1 bottle whiskey... ..	do	do
do 27	Mr. Buzard	1 do	do	do
do 27	Mr. Patterson	1 do	do	do
do 27	Mr. Bates	1 do	do	do
do 27	Mr. Davis	1 do	do	do
do 27	George Christie	1 do	do	Johnston
do 27	Mr. Wyse	1 do	do	Williams
do 27	Mr. Mulligan.....	1 do	do	do
do 27	B. M. Church	1 pint native wine ...	Sacramental.....	J. Masterson
do 29	Mr Chisholm	1 bottle whiskey.....	Medicinal	Dr. Williams
do 29	Mr Jackson	1 do	do	Sutherland
do 29	Mrs Anderson	1 do	do	do
do 29	John Bredin	1 do	do	do
do 29	Col. Mitchell	1 do	do	do
do 29	Nelson Belyea	1 do	do	Urquhart
do 29	Mr Boak	1 do	do	do
do 29	John Ford	1 do	do	do
do 29	Henry Albertson.....	1 do	do	do
do 29	James Fischer.....	1 do	do	do
do 29	Mr Freeman	1 do	do	Williams
do 29	Mr Johnston	1 do	do	do
do 29	Mr McDougald	1 do	do	Sutherland
do 30	Mr Shaughnessy.....	1 do	do	Williams
do 30	Mr McGrady.....	1 do	do	do
do 30	Mr Buzard.....	1 do	do	do
do 30	Mr Skelly	1 do	do	do
do 30	Mrs Bell.....	1 do	do	do
do 30	Mr Coventry.....	1 do	do	do
do 30	Mr Wood	1 do	do	do
do 30	Mrs Bexell.....	1 do	do	do
do 30	Mr Williams.....	1 do	do	Sutherland
do 30	Mrs Mandeville	1 bottle gin.....	do	Williams
do 30	Mr Lanagan.....	1 bottle whiskey.....	do	do
do 30	Mr Wilkinson	1 do	do	Sutherland
do 30	Mrs Faud	1 pint whiskey.....	do	Urquhart
do 30	Mrs Hingston.....	1 bottle whiskey.....	do	do
do 30	Mr Reynolds.....	1 do	do	do
do 30	Mrs Jones	1 do	do	do
do 30	Mr Litchford.....	1 do	do	Sutherland
do 30	Gen. Grant.....	1 do	do	Urquhart
do 31	Mrs Clendenning.....	1 do	do	do
do 31	H. Flores.....	1 do	do	do
do 31	John Costello	1 do	do	Sutherland
do 31	John Askins.....	1 do	do	do
do 31	Wm. Gibson.....	1 do	do	do
do 31	Col. Mitchell	1 do	do	Urquhart
do 31	Mr Murphy	1 do	do	Sutherland
do 31	Mr Malloney.....	1 do	do	Williams
do 31	Mr Hinton.....	1 do	do	do
do 31	Mr Berden.....	1 do	do	do
do 31	John Shaughnessy	1 do	do	Sutherland
do 31	Mr Neil	1 do	do	do
do 31	Mr Richardson	1 do	do	Williams
do 31	Mr Patch	1 do	do	do
do 31	Mr Armstrong.....	1 do	do	do
do 31	Mr Williams	1 do	do	Sutherland
do 31	Mr Morrow	1 do	do	Urquhart
Nov. 1	Mr Biggar	1 do	do	Sutherland

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Nov.	1 Mr Orme	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do	1 Wm. Coulton	1 do	do	Urquhart
do	1 B. Peckhard	1 do	do	do
do	1 Mr Tuck	1 do	do	do
do	1 Mr Henderson	1 do	do	Sutherland
do	1 Mr Maude	3 bottles whiskey....	do	do
do	1 Mr Green	1 bottle whiskey.....	do	do
do	1 Mr Landerson	1 do	do	Williams
do	1 Mr Douglass.....	1 do	do	Urquhart
do	2 Mrs Lewis.....	1 dozen ale.....	do	Williams
do	2 Mr Chisholm.....	1 bottle whiskey.....	do	Sutherland
do	2 Mr Docherty.....	1 do	do	do
do	2 George Scholefield.....	1 do	do	Urquhart
do	2 Mr Cottle	1/2 dozen ale.....	do	do
do	2 Mr Coulton	1 bottle whiskey.....	do	Sutherland
do	2 Mr McKay	1 do	do	do
do	2 Col. Mitchell	1 do	do	Urquhart
do	2 Mr Rigger	1 do	do	Johnston
do	3 Mr Freeman	1 do	do	Urquhart
do	3 Sam. Decker.....	1 do	do	do
do	3 Mr Walsh	1 do	do	Williams
do	3 Mr Grant	1 do	do	do
do	3 Mr Ford	1 do	do	do
do	3 Mr Robbins	1 do	do	Sutherland
do	3 Mr S. Scholefield	1 do	do	do
do	3 Mr Bates	1 do	do	Williams
do	3 Mr Lewis	1 do	do	do
do	3 Mr Dent.....	1 do	do	Sutherland
do	3 J. Boon.....	1 do	do	Urquhart
do	3 Mr Dewbury	1 do	do	Sutherland
do	3 Geo. Husband.....	1 do	do	do
do	3 Mr Hewitt	1 do	do	Urquhart
do	3 Mr Fitzgerald	1 do	do	do
do	3 J. Bayard	1 do	do	do
do	3 Mr Anderson	1 do	do	Williams
do	3 Mr McDermott	1 do	do	do
do	3 Mr Bentley	1 do	do	Urquhart
do	3 J. Lyon	1 do	do	Sutherland
do	3 Dr Buck	1 do	do	Williams
do	3 Mr Bentley	1 do	do	do
do	3 Mr Galbraith	1 do	do	Sutherland
do	3 John Williams.....	1 do	do	do
do	3 Mrs Grant.....	1 bottle ale.....	do	Williams
do	3 Mr Lucas.....	1 do whiskey.....	do	Sutherland
do	3 J. Mills.....	1 do brandy.....	do	Urquhart
do	3 John Stinson.....	1 bottle whiskey.....	do	Sutherland
do	3 Mr McDermott	1 do	do	Williams
do	3 John Patterson.....	1 do	do	Sutherland
do	3 Sam. Decker.....	1 do	do	do
do	3 Mr Walsh	1 do	do	do
do	3 Mrs Morden.....	1 bottle brandy.....	do	do
do	3 O. S. Spencer.....	1 bottle each of rye and porter.	do	do
do	3 Ben. Johnston.....	1 bottle whiskey	do	do
do	5 Mr McDermott	1 do	do	Williams
do	5 Mrs Long	1 do	do	Sutherland
do	5 Mr Lawrence	1 do	do	do
do	5 Mr Henderson	1 do	do	do
do	5 Col. Mitchell	1 do	do	Urquhart
do	5 Mr Johnston	1 do	do	do
do	5 Mr Gallie	1 do	do	Williams
do	5 Jas. Buzard	1 do	do	Johnston
do	5 John Williams.....	1 do	do	Sutherland
do	5 Mr Copland	1 do	do	do

B. — RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity so'd.	Purpose required.	Physician or Clergyman.
1883.				
Nov. 5	Mr McCraney	4 dozen ale	Medicinal	Dr. Urquhart
do 5	John Costello	1 bottle whiskey	do	do
do 5	Mr Doyland	1 do	do	do
do 5	Mr Dent	1 do	do	Sutherland
do 5	Tom Jones	1 do	do	Urquhart
do 5	T. Roberts	1 bottle brandy	do	do
do 5	Mr Walsh	1 bottle whiskey	do	Williams
do 5	Mr Weaver	1 do	do	do
do 5	Mr Patch	1 do	do	do
do 5	Jas. Buzard	1 do	do	Sutherland
do 5	Mrs Bell	1 dozen ale	do	do
do 5	Mr Malloney	1 bottle whikey	do	Williams
do 6	Mr Lewis	1 do	do	do
do 6	Mr Devlin	1 do	do	Sutherland
do 6	Col. Mitchell	1 do	do	do
do 6	Mr Doyland	1 bottle brandy	do	do
do 6	O. E. Wood	1 bottle whiskey	do	do
do 6	Ben. Tuck	1 do	do	do
do 6	Mrs Reed	1 do	do	Urquhart
do 6	P. Slattery	1 quart whiskey	do	Buck & McCrimmon
do 6	Mr McDougald	1 bottle each of rye and porter	do	do
do 6	Jas. Buzard	1 bottle whiskey	do	Sutherland
do 6	Jas. Docherty	1 do	do	Urquhart
do 6	Mrs Bell	1 do	do	Sutherland
do 6	Mr Johnston	1 do	do	do
do 7	Mr Ballou	1 do	do	Williams
do 7	Mr Biggs	1 do	do	Urquhart
do 7	A. Son	1 do	do	Sutherland
do 7	Wm. Scholfield	3 bottles ale	do	Urquhart
do 7	Mr Walsh	1 bottle whiskey	do	do
do 7	Mrs Lee	1 do	do	Williams
do 7	B. Johnstone	1 do	do	Sutherland
do 7	H. Chisholm	1 do	do	do
do 7	Mr Armstrong	1 do	do	do
do 7	Mrs Lewis	1 do	do	Williams
do 7	Mr Sawyer	1 do	do	do
do 7	John Stinson	1 gallon whiskey	do	Sutherland
do 7	Mr Weaver	1 bottle do	do	Williams
do 7	Mr Docherty	1 dozen ale	do	Sutherland
do 7	Mr Sheppard	2 do	do	do
do 7	James Cavanagh	1 bottle brandy	do	do
do 7	Mr McDermott	1 bottle whiskey	do	do
do 7	Mr Hall	1 do	do	Williams
do 7	Mr Wilkinson	1 do	do	Urquhart
do 7	Mr Williams	1 do	do	Sutherland
do 7	John Patterson	1 do	do	McCrimmon
do 7	Mrs Grant	2 bottles ale	do	Williams
do 7	Mr Laurance	1 bottle whiskey	do	do
do 7	Mr Henderson	1 do	do	Sutherland
do 7	Mrs Payne	2 dozen ale	do	do
do 7	Mrs Kirkruff	1 bottle whiskey	do	Williams
do 7	Dr. McCrimmon	1 do	do	McCrimmon
do 7	Mr Joyce	1 bottle brandy	do	Urquhart
do 7	Mr Williams	1 bottle whiskey	do	Sutherland
do 7	Mr Ben Tuck	1 do	do	do
do 9	Mr Freeman	1 do	do	Williams
do 9	Mr Walker	1 do	do	Sutherland
do 9	J. F. Wood	1 do	do	do
do 9	Mr Johnston	1 do	do	Williams
do 9	Mrs Reed	1 do	do	Urquhart
do 9	John Stinson	1 do	do	Sutherland
do 9	Mr Williams	1 do	do	do
do 9	Mr Costello	1 do	do	Williams

B.—Return of Liquors sold by C. W. Pearee, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Gergyman.
1883.				
Nov. 9	Mr Warden.....	1 bottle whiskey.....	Medicinal.....	Dr. Sutherland
do 9	Captain Wilson.....	1/2 gallon whiskey.....	do.....	Urquhart
do 10	E. Oliphant.....	1 bottle whiskey.....	do.....	do
do 10	Mr McDermott.....	1 do.....	do.....	Williams
do 10	Mr Hughes.....	1 do.....	do.....	Urquhart
do 10	Mr Lane.....	1 do.....	do.....	Williams
do 10	John Bacon.....	1 do.....	do.....	Urquhart
do 10	William Ribble.....	1 do.....	do.....	do
do 10	Mr Sawyer.....	1 do.....	do.....	Williams
do 10	Mr Lewis.....	1 do.....	do.....	do
do 10	J. Henton.....	1 do.....	do.....	Urquhart
do 10	Mrs Bell.....	1 do.....	do.....	Sutherland
do 10	C. Wood.....	1 do.....	do.....	Urquhart
do 10	Mr Grant.....	1 do.....	do.....	Williams
do 10	Mr Bates.....	1 do.....	do.....	do
do 10	Mr Pickard.....	1 do.....	do.....	Urquhart
do 10	W. Coulton.....	1 do.....	do.....	do
do 10	William Hewett.....	1 do.....	do.....	do
do 10	A. Minchin.....	1 do.....	do.....	do
do 10	Mr Malloney.....	1 do.....	do.....	Williams
do 10	Samuel Decker.....	1 do.....	do.....	Sutherland
do 10	John Patterson.....	1 do.....	do.....	do
do 10	J. Devlin.....	1 do.....	do.....	do
do 10	Mr Lallie.....	1 do.....	do.....	Williams
do 10	Mr McDougald.....	1 do.....	do.....	Sutherland
do 10	Mr Williams.....	1 do.....	do.....	do
do 10	Mr McDermott.....	1 do.....	do.....	do
do 10	Mr Bently.....	1 do.....	do.....	Urquhart
do 10	Mr Landron.....	1 bottle gin.....	do.....	Williams
do 10	William Gibson.....	1 do whiskey.....	do.....	Sutherland
do 10	Mr Pickering.....	1 do do.....	do.....	Urquhart
do 10	Mr Featherstone.....	1/2 gallon do.....	do.....	do
do 10	Mr Freeman.....	1 bottle whiskey.....	do.....	do
do 10	Mrs Culhane.....	1 do.....	do.....	Williams
do 10	Mrs Garvie.....	1 do.....	do.....	do
do 10	Mrs Coventry.....	1 do.....	do.....	do
do 12	Mr Johnston.....	1 do.....	do.....	do
do 12	T. Freeman.....	1 do.....	do.....	Urquhart
do 12	Mrs Garvie.....	1 do.....	do.....	Williams
do 12	H. Liddal.....	1 do.....	do.....	Sutherland
do 12	John Stinson.....	1 do.....	do.....	do
do 12	Mr Johnston.....	1 do.....	do.....	do
do 12	W. R. Griffiths.....	1 do.....	do.....	do
do 12	Mrs Bell.....	1 do.....	do.....	do
do 12	Mrs Kerkruff.....	1 do.....	do.....	Williams
do 12	Mr Leach.....	1 do.....	do.....	do
do 12	Mr Decker.....	1 do.....	do.....	do
do 12	Mr Sullivan.....	1 do.....	do.....	do
do 12	Mrs Jones.....	1 do.....	do.....	do
do 12	Mr Costello.....	1 do.....	do.....	do
do 13	Mr McDermott.....	1 do.....	do.....	do
do 13	Mr McNeil.....	1 quart whiskey.....	do.....	Drs. Buck & McCimmon
do 13	Mr Stinson.....	1 bottle whiskey.....	do.....	Dr. Sutherland
do 13	J. Devlin.....	1 do.....	do.....	do
do 13	Mr Williams.....	1 do.....	do.....	do
do 13	W. H. Jones.....	1 do.....	do.....	do
do 13	Mrs Kerkruff.....	1 do.....	do.....	Williams
do 13	Mr Lanagan.....	1 do.....	do.....	do
do 13	F. Reed.....	1 do.....	do.....	Urquhart
do 13	Mr O'Boyle.....	1 do.....	do.....	do
do 13	Mr Armstrong.....	1 do.....	do.....	do
do 13	Mr Kevel.....	1 do.....	do.....	do
do 14	Mr Johnston.....	1 bottle gin.....	do.....	Williams
do 14	Mr Lewis.....	2 dozen ale.....	do.....	Sutherland

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Nov. 14	Mrs Garvie	2 bottles ale	Medicinal	Dr. Williams
do 14	Mr Galbraith	1 bottle whiskey	do	Sutherland
do 14	John Docherty	$\frac{1}{2}$ dozen ale	do	do
do 14	Mr Boulton	1 bottle whiskey	do	Urquhart
do 14	Mr Tobin	1 quart do	do	do
do 14	Mr Docherty	1 bottle whiskey	do	Williams
do 14	Mr Williams	1 do	do	Sutherland
do 14	Mr Pettit	1 do	do	do
do 14	Mr Bailley	1 do	do	do
do 14	Mr White	1 do	do	Williams
do 14	Ellis Smith	1 dozen ale	do	Sutherland
do 14	Tom Jones	1 bottle whiskey	do	do
do 14	T. T. Harris	1 do	do	do
do 14	Mr Lucas	1 do	do	do
do 14	Mr Bower	1 do	do	Urquhart
do 14	Mr VanFleet	1 do	do	do
do 15	Mrs Maddigan	1 do	do	Williams
do 15	Mr McCready	1 do	do	do
do 15	Mr Boulton	1 do	do	do
do 15	W. Armstrong	1 do	do	Sutherland
do 15	Mr Wood	1 do	do	do
do 15	Mrs Wales	2 dozen ale	do	do
do 15	John Docherty	1 bottle whiskey	do	do
do 15	Mr McDermott	1 pint do	do	Urquhart
do 15	Mr Robinson	1 bottle whiskey	do	do
do 15	Mr Docherty	1 do	do	Williams
do 15	Mr Smith	1 do	do	Sutherland
do 16	Mr Laing	1 do	do	do
do 16	Mr McCraney	1 do	do	Urquhart
do 16	Mrs Hester	1 quart whiskey	do	Williams
do 16	Mr Docherty	1 bottle whiskey	do	Sutherland
do 16	Mr Costello	1 do	do	Williams
do 16	Mrs Morden	$\frac{1}{2}$ dozen ale	do	do
do 16	Mr McDougald	1 bottle whiskey	do	do
do 16	Mr Doryland	1 do	do	do
do 16	Mr Dorland	1 do	do	Urquhart
do 16	Mr Berdice	1 do	do	Sutherland
do 16	Mr Pickard	1 do	do	Urquhart
do 16	Mr Pickering	1 do	do	do
do 16	Mr Pickard	1 do	do	do
do 16	C. Gibson	$\frac{1}{2}$ gallon whiskey	do	do
do 16	John Armstrong	1 bottle whiskey	do	do
do 16	Mr Dent	1 do	do	Sutherland
do 16	Mr Docherty	1 do	do	do
do 16	Mr Johnston	1 do	do	do
do 17	Mr Lucas	1 do	do	Williams
do 17	Mr Evans	1 do	do	do
do 17	Mr Hams	1 do	do	do
do 17	Mrs Grant	2 bottles ale	do	do
do 17	Mr Harmon	1 bottle whiskey	do	do
do 17	Mr McDermott	1 do	do	do
do 17	J. Lane	1 do	do	do
do 17	Mr Lyons	1 do	do	do
do 17	Mr Hellmer	1 bottle brandy	do	do
do 17	Mr Maloney	1 bottle whiskey	do	do
do 17	Mr Doyland	1 do	do	Urquhart
do 17	Mr Doyle	1 do	do	do
do 17	Mr Ribble	1 bottle gin	do	do
do 17	Mr Tuck	1 bottle whiskey	do	Sutherland
do 17	Ben. Johnston	1 do	do	do
do 17	Mr Williams	1 do	do	do
do 17	John McNeil	1 do	do	Euck.
do 17	John Fitzgerald	1 do	do	Sutherland
do 17	Geo. Clapham	2 bottles whiskey	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Nov. 17	John Patterson	1 bottle whiskey.....	Medicinal	Dr. Sutherland.
do 17	Mrs Payne	2 doz. ale.....	do	do
do 17	Mr Wales	1 bottle whiskey.....	do	do
do 17	Mr McDougald	1 bottle each of, rye and native wine....	do	do
do 17	Mr Robertson	1 bottle whiskey.....	do	do
do 17	R. Hanna	1 bottle brandy.....	do	Urquhart
do 17	Mrs Hinton	1 bottle whiskey.....	do	do
do 17	Mr Casey	1 do	do	do
do 17	John Devlin	1 do	do	do
do 17	Mr Coulton	1 do	do	do
do 17	Mr Reed	1 do	do	do
do 17	Mr Shanley	1 do	do	do
do 17	Mr Hewitt.....	1 do	do	do
do 17	Mr Bates	1 do	do	Williams
do 17	Mr Blecore	1 do	do	do
do 17	Mr Husband.....	1 do	do	do
do 17	John Bredin	1 do	do	Sutherland
do 19	Archer Munson	1 do	do	do
do 19	Mr McDermott	1 do	do	Williams
do 19	A. Delmore	1 do	do	Sutherland
do 19	Mr Walsh	1 do	do	Williams
do 19	Mrs Coventry	1 do	do	do
do 19	Mrs Loring	1 do	do	Sutherland
do 19	Col. Mitchell	1 do	do	do
do 19	Mr Shanley	2 doz. ale.....	do	Williams
do 19	Mr Cillers	1 bottle whiskey.....	do	do
do 19	Mr Costello	1 do	do	do
do 19	Mr McDougald	1 do & wine	do	Sutherland
do 19	B. Tait	1 do	do	Urquhart
do 19	Mr Slack	1 pint whiskey.....	do	do
do 19	John Slatery	1 bottle whiskey.....	do	Sutherland
do 19	John Ford	1 do	do	do
do 19	Mrs Bell	1 do	do	do
do 20	Mr Neil	1 do	do	do
do 20	B. Tuck	1 do	do	do
do 20	John Williams.....	1 do	do	do
do 20	Mr Sullivan.....	1 do	do	Williams
do 20	Mr Clark	1 bottle brandy	do	do
do 20	Mr Faloon	1 bottle whiskey.....	do	do
do 20	Mr Staley	1 do	do	do
do 20	Mrs Johnston	1 do	do	Johnston
do 20	Wm. Freeman	1 do	do	Urquhart
do 20	J. Armstrong	1 do	do	do
do 20	Mr Boulton	1 do	do	do
do 21	Mrs Lewis	1 do	do	Williams
do 21	Mr O'Boyle	1 do	do	do
do 21	Mrs Fitzgerald.. ..	1 do	do	do
do 21	Col. Mitchell	1 do	do	do
do 21	Mr Shaw	1 do	do	do
do 21	P. Johnston	1 do	do	Sutherland
do 21	Mr Lee	1 do	do	do
do 21	J. W. Bredin.....	1 do	do	Sutherland
do 21	Mr Williams.....	1 do	do	do
do 21	Mr Kegan.....	1 do	do	Johnston
do 21	Mrs Mason.....	1 do	do	Urquhart
do 21	Miss Tuck.....	1 do	do	do
do 22	B. Dougland	1 do	do	do
do 22	Mr Warden	1 do	do	do
do 22	Ben. Johnston	1 do	do	do
do 22	Mr Huston.....	1 do	do	Williams
do 22	Mrs Grant.....	2 bottles ale.....	do	do
do 22	Mr Lewis	1 bottle whiskey.....	do	do
do 22	Mr Johnston.....	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
Nov. 22	L. B. Lewis.....	1 bottle whiskey.....	Medicinal.....	Dr. Williams
do 22	John Smith.....	1 do.....	do.....	Buck & McGrimmon
do 22	Mr. Warden.....	1 do.....	do.....	Sutherland
do 22	Mr. Davis.....	1 do.....	do.....	do
do 22	Mr. Johnston.....	1 do.....	do.....	do
do 22	C. E. Wood.....	1 do.....	do.....	do
do 22	M. Dunn.....	1 do.....	do.....	do
do 23	Mrs. Garvie.....	1 do.....	do.....	Williams
do 23	C. E. Wood.....	1 do.....	do.....	Urquhart
do 23	Mrs. Scott.....	1 do.....	do.....	do
do 23	Mrs. Maloney.....	1 do.....	do.....	Williams
do 23	Mr. Cline.....	1 do.....	do.....	do
do 23	Mr. Lyons.....	1 do.....	do.....	do
do 23	J. Pickering.....	1 do.....	do.....	Urquhart
do 23	Mrs. Maddigan.....	1 pint whiskey.....	do.....	Williams
do 23	Mr. Williams.....	1 bottle whiskey.....	do.....	Sutherland
do 23	Robert Hull.....	1 do.....	do.....	do
do 23	Mrs. Douglass.....	1 do.....	do.....	Urquhart
do 23	John Riggs.....	1 do.....	do.....	Sutherland
do 23	J. Boon.....	1 do.....	do.....	Urquhart
do 24	Mr. Ribble.....	1 bottle gin.....	do.....	Sutherland
do 24	Tom Freeman.....	1 bottle whiskey.....	do.....	do
do 24	B. Johnston.....	1 do.....	do.....	do
do 24	Wm. Leach.....	1 do.....	do.....	do
do 24	Mr. Hewitt.....	1 do.....	do.....	Urquhart
do 24	J. Brown.....	1 do.....	do.....	do
do 24	J. Day.....	1 do.....	do.....	do
do 24	Mr. Bates.....	1 do.....	do.....	Williams
do 24	Mr. Scholefield.....	2 bottles ale.....	do.....	do
do 24	Mr. Shaughnessy.....	1 bottle whiskey.....	do.....	do
do 24	Mr. Grant.....	2 bottles ale.....	do.....	do
do 24	Mr. Lewis.....	1 bottle whiskey.....	do.....	do
do 24	A. Galbrathe.....	1 do.....	do.....	Sutherland
do 24	John Patterson.....	1 do.....	do.....	do
do 24	John Walsh.....	1 pint gin.....	do.....	do
do 24	Mr. Ward.....	1 bottle brandy.....	do.....	do
do 24	Mr. McDougald.....	1 bottle port, 1 sherry and 1 rye.....	do.....	do
do 24	Mr. Riggs.....	1 bottle whiskey.....	do.....	do
do 24	Mr. Williams.....	1 do.....	do.....	do
do 24	Mr. Smith.....	1 do.....	do.....	do
do 24	Sam. Decker.....	1 do.....	do.....	do
do 24	Mrs. Bell.....	1 do.....	do.....	do
do 24	Mr. Costello.....	1 do.....	do.....	Williams
do 24	Mr. Sawyer.....	1 do.....	do.....	do
do 24	Mr. Andrew.....	1 do.....	do.....	do
do 24	Col. Mitchell.....	1 do.....	do.....	Urquhart
do 24	Mr. Halton.....	1 do.....	do.....	do
do 24	Mr. Smith.....	1 do.....	do.....	do
do 24	Mr. Shea.....	1 do.....	do.....	do
do 24	Mr. McDougald.....	1 do.....	do.....	do
do 24	Mr. Jackes.....	1 do.....	do.....	Johnston
do 27	Wm. Scholefield.....	2 bottles ale.....	do.....	Sutherland
do 27	Mrs. Kerkniff.....	1 bottle whiskey.....	do.....	do
do 27	Mrs. Costello.....	1 do.....	do.....	do
do 27	Mr. Wales.....	1 do.....	do.....	do
do 27	Mr. John Yuller.....	1 do.....	do.....	do
do 27	Mr. Busby.....	3 bottles ale.....	do.....	do
do 27	John McLean.....	1 bottle ale.....	do.....	do
do 27	Colin Smith.....	1 bottle whiskey.....	do.....	do
do 27	Sam. Wyse.....	1 do.....	do.....	do
do 27	John Bredin.....	1 do.....	do.....	do
do 27	Mrs. Lee.....	1 do.....	do.....	do
do 27	Mr. Williams.....	1 do.....	do.....	do

B.—REGIMEN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required:	Physician or Clergyman.
1883.				
Nov. 27	Mr Freeman	1 bottle whiskey	Medicinal	Dr. Williams
do 27	Mr Chisholm	1 do	do	do
do 27	Mr Hughes	1 do	do	do
do 27	Mr Conover	1 gallon whiskey	do	do
do 27	Mr Malloney	1 bottle whiskey	do	do
do 27	Mr Conover	1 do	do	Urguhart
do 27	Col. Mitchell	1 do	do	do
do 27	Mr Tobin	1 do	do	do
do 27	Thomas Jones	1 do	do	do
do 28	Mr Freeman	1 do	do	do
do 28	J. Armstrong	1 do	do	do
do 28	O. Wood	1 do	do	do
do 28	Mrs Hall	1 do	do	do
do 28	Mr Robert	1 do	do	do
do 28	Mr Tailby	1 do	do	do
do 28	Col. Patton	1 do	do	do
do 28	John Pickering	1 do	do	do
do 28	Mr Evans	1 do	do	Sutherland
do 28	Mrs Wilson	2 bottles ale	do	do
do 28	B. Johnston	2 do whiskey	do	do
do 28	Mrs Boyd	2 bottles ale	do	do
do 29	Mrs Grant	2 do	do	Williams
do 29	Mrs Garvie	2 do	do	do
do 29	Mrs Coventry	2 do	do	do
do 29	Mr Williams	2 do	do	do
do 29	Mr Johnston	2 do	do	do
do 29	do	2 do	do	Sutherland
do 29	Mr Tuck	2 do	do	do
do 29	John Walsh	2 do	do	do
do 29	Mr Black	1 bottle ale	do	do
do 29	Wm. Wheeler	1 bottle whiskey	do	do
do 29	O. Perr	1 do	do	do
do 29	Mr Watson	1 do	do	do
do 30	Mr Bird	1 do	do	Urguhart
do 30	John Malloney	1 do	do	do
do 30	Mrs Bell	1 do	do	Sutherland
do 30	Mrs Garvie	1 do	do	do
Dec. 1	Ben Tuck	1 do	do	do
do 1	Mr Dennison	1 do	do	do
do 1	J. Lane	1 do	do	do
do 1	A. Wilson	1 do	do	do
do 1	Mr Edwards	1 do	do	do
do 1	Mr Armstrong	1 do	do	do
do 1	Mr Doryland	1 do	do	do
do 1	D. Pickett	1 do	do	do
do 1	C. Brown	1 do	do	do
do 1	Geo. Scholefield	1 do	do	do
do 1	Mr Bently	1 do	do	do
do 1	T. Freeman	1 do	do	do
do 1	John Askins	1 do	do	do
do 1	Mr Lee	1 do	do	do
do 1	John Eredin	1 do	do	do
do 1	Mr Simmons	1 do	do	do
do 1	Mr Costello	1 do	do	do
do 1	Mr Hinton	1 do	do	do
do 1	Mrs Martin	1 bottle brandy	do	do
do 1	Mr Patterson	1 bottle whiskey	do	Williams
do 1	Mr Gable	1 do	do	do
do 1	Mrs Grant	3 bottles ale	do	do
do 1	Mr Wise	1 bottle ale	do	do
do 1	Mr Ribble	1 do	do	do
do 1	Mrs Sandson	1 do	do	do
do 1	Mr Sawyer	1 do	do	do
do 1	Mr Bates	1 do	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 1	Mr Johnston.....	1 bottle ale.....	Medicinal	Dr. Williams.
do 1	Mr McDermott.....	1 do	do	do
do 1	Mrs Maloney.....	1 do	do	do
do 1	John Pickering.....	1/2 gallon ale.....	do	Urquhart
do 1	Mr Nordheime.....	1 bottle ale.....	do	do
do 1	Mr Dewbury.....	1 bottle whiskey.....	do	do
do 1	Mr Hewitt.....	1 do	do	do
do 1	P. Culhane.....	1 do	do	do
do 1	Mr Fallon.....	1 do	do	do
do 1	Mr O'Shaughnessy.....	1 do	do	do
do 3	Mr Lewis.....	1 do	do	Williams
do 3	Mr Armstrong.....	1 do	do	do
do 3	Mr Williams.....	1 do	do	Sutherland
do 3	C. Ross.....	1 do	do	do
do 3	Susan Tuck.....	1 do	do	Urquhart
do 3	Mrs Long.....	1 do	do	do
do 3	Col. Mitchell.....	1 do	do	do
do 3	C. E. Wood.....	1 do	do	do
do 4	Mr Inglehart.....	1 bottle brandy.....	do	do
do 4	Mr Reid.....	1 bottle whiskey.....	do	do
do 4	Mr Weaver.....	1 do	do	do
do 4	Edward Oliphant.....	1 do	do	do
do 4	Mr Askins.....	1 do	do	Sutherland
do 4	Mr Williams.....	1 do	do	do
do 4	John Patterson.....	1 do	do	do
do 4	John Costello.....	1 do	do	do
do 4	B. Johnston.....	1 do	do	do
do 4	John Bredin.....	1 do	do	do
do 4	Mr Coventry.....	1 do	do	do
do 4	Mrs Felton.....	1 do	do	Williams
do 4	Mr Armstrong.....	1 do	do	do
do 4	Mrs Garvie.....	1 do	do	do
do 4	Mr Smith.....	2 bottles ale.....	do	do
do 4	Mr Freeman.....	1 bottle whiskey.....	do	do
do 4	Mr Chisholm.....	1 do	do	do
do 5	Mr Upham.....	1 do	do	do
do 5	Mrs Grant.....	2 bottles ale.....	do	do
do 5	Mr McLiffin.....	1 bottle whiskey.....	do	Sutherland
do 5	Capt. Williams.....	1 do	do	do
do 5	J. Boon.....	1 do	do	do
do 5	Mr Williams.....	1 do	do	do
do 5	Mr Ford.....	1 do	do	do
do 5	Mrs Boyd.....	1/2 dozen ale.....	do	do
do 5	Mr Reynolds.....	1/2 bottle whiskey.....	do	Urquhart
do 5	Mr Lyman.....	1 pint rum.....	do	do
do 5	Mr Nordheime.....	1 bottle whiskey.....	do	do
do 6	Mrs Cornwall.....	1 do	do	do
do 6	T. Pepper.....	1 do	do	do
do 6	Col. Mitchell.....	1 do	do	do
do 6	Mr Fitzgerald.....	1 do	do	Sutherland
do 6	Mrs Anderson.....	1 do	do	do
do 6	George Husband.....	1 do	do	do
do 6	P. Keily.....	1 do	do	do
do 6	B. Tuck.....	1 do	do	do
do 6	William Simmons.....	1 do	do	do
do 6	Mr Fitzgerald.....	1 do	do	do
do 7	Mrs Coventry.....	1 do	do	do
do 7	Mr Bell.....	1 do	do	do
do 7	Mr Wood.....	1 do	do	Williams
do 7	Mr Lanagan.....	1 do	do	do
do 7	Mr Weaver.....	1 do	do	do
do 7	Mr Prentice.....	1 do	do	do
do 7	Mrs Pickering.....	1 do	do	Urquhart
do 7	Mr Freeman.....	1 do	do	do

B.—RETURN of Liquors sold by W. C. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 7	Mr Brown.....	1 bottle whiskey.....	Medicinal	Dr. Urquhart
do 7	Mr Finlayson.....	1 do	do	do
do 8	E. Wise.....	1 do	do	do
do 8	General Grant.....	1 do	do	do
do 8	Mr O'Neal.....	1 do	do	do
do 8	Mr Gibson.....	1 do	do	do
do 8	Mr Dent.....	2 bottles ale.....	do	do
do 8	Mrs Mulholland.....	1 bottle whiskey.....	do	do
do 8	Mrs Leach.....	1 do	do	do
do 8	J. Orr.....	1 do	do	do
do 8	Thomas Ballon.....	1 do	do	do
do 8	Mr Boak.....	1 do	do	do
do 8	Mrs Smith.....	1 do	do	Sutherland
do 8	Samuel Decker.....	1 do	do	do
do 8	Mrs Tallon.....	1 do	do	do
do 8	Geo. Scholesfield.....	1 do	do	do
do 8	John Costello.....	1 do	do	do
do 8	Mrs Garvie.....	1 do	do	do
do 8	C. Wood.....	1 do	do	do
do 8	N. Bently.....	1 do	do	do
do 8	J. Hinton.....	1 do	do	do
do 8	Mrs Lavoie.....	1 do	do	do
do 8	Mr Harris.....	1 do	do	do
do 8	Mr Ward.....	1 bottle brandy.....	do	do
do 8	Mr Scholesfield.....	2 bottles whiskey.....	do	do
do 8	Mr Duffy.....	1 bottle whiskey.....	do	do
do 8	T. Ribble.....	1 do	do	do
do 8	R. Hilliard.....	1 do	do	do
do 8	B. Jones.....	1 do	do	do
do 8	T. Freeman.....	1 do	do	do
do 8	Mrs Holliday.....	1 do	do	Drs. Buck & McCrimmon
do 8	Mr Lanagan.....	1 do	do	Dr. Williams
do 8	Mr Tizard.....	1 do	do	do
do 8	Mr Patterson.....	1 do	do	do
do 8	Mr Galler.....	1 do	do	do
do 8	Mr Sawyer.....	1 do	do	do
do 8	Mr Bates.....	1 do	do	do
do 8	Mrs Kirkruff.....	1 do	do	do
do 8	Mr Coventry.....	1 do	do	do
do 9	M. Leach.....	1 do	do	Sutherland
do 9	C. Bredin.....	1 do	do	do
do 9	Mr McDougald.....	1 bottle port and rye.....	do	do
do 9	L. B. Clapham.....	1 bottle whiskey.....	do	do
do 9	W. Hewitt.....	1 do	do	do
do 9	Mr Farr.....	1 do	do	do
do 9	B. Johnston.....	1 do	do	do
do 9	Mr Wales.....	1 do	do	do
do 9	John Redmond.....	1 do	do	Urquhart
do 9	Mr Buzard.....	1 do	do	do
do 9	Mrs Ford.....	1 do	do	do
do 10	Mrs Ballon.....	1 do	do	do
do 10	Geo. Hilliary.....	1/2 gallon whiskey.....	do	do
do 10	J. Buzard.....	1 bottle whiskey.....	do	do
do 10	Mr Wheeler.....	1 do	do	Drs. Buck & McCrimmon
do 10	Sam. Decker.....	1 do	do	Dr. Sutherland
do 10	Mr Howes.....	1 do	do	do
do 10	P. O'Byle.....	1 do	do	do
do 10	Mr Wood.....	1 do	do	do
do 12	Mr Williams.....	1 do	do	do
do 12	John Patterson.....	1 do	do	do
do 12	T. McDermott.....	1 do	do	do
do 12	Mr Williams.....	1 do	do	do
do 12	Mrs Bell.....	1 do	do	do
do 12	Mr Farr.....	1 do	do	Williams

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 12	Mrs Bond	1 bottle whiskey	Medicinal	Dr. Williams
do 12	Mrs Coventry	1 do	do	do
do 12	Mr Gilliland	1 bottle gin	do	do
do 12	Mrs Maloney	1 bottle whiskey	do	do
do 12	H. Farr	1 do	do	Sutherland
do 12	Jess Hinton	1 do	do	Urquhart
do 12	J. Bird	1 do	do	do
do 12	Mrs Lanagan	1 do	do	do
do 12	Mr Tuck	1 do	do	do
do 13	Mrs Cornwall	1 bottle port and rye	do	do
do 13	John Smith	1 bottle whiskey	do	do
do 13	John Boyd	1 do	do	do
do 13	Mr McIntyre	1 bottle brandy	do	Sutherland
do 13	Mr Fan	1 bottle whiskey	do	do
do 13	Mr Doyland	1 do	do	do
do 13	T. Biggar	1 do	do	do
do 13	Mr McKay	1 do	do	do
do 13	Capt. Andrew	1 do	do	do
do 13	W. B. Chisholm	1 do	do	do
do 13	B. Johnston	1 bottle each, whiskey, brandy and rye	do	do
do 13	R. K. Chisholm	1 bottle sherry	do	do
do 13	Mr Laitton	1 bottle whiskey	do	do
do 13	Mrs Garvie	1 do	do	Williams
do 13	Mr Johnston	1 do	do	do
do 13	Mr Ford	1 do	do	do
do 13	Mr Lewis	1 do	do	do
do 14	Jas. Grant	1 do	do	do
do 14	Mr Tizard	1 do	do	Sutherland
do 14	Mr Garvie	1 do	do	do
do 14	Mr Johnston	1 do	do	Williams
do 14	Mr Ford	1 do	do	do
do 14	Mr Lewis	1 do	do	do
do 14	Mr Weaver	1 do	do	do
do 14	Mr Farr	1 do	do	do
do 14	Mrs Feloon	1 do	do	do
do 14	Mr Costello	1 do	do	do
do 14	Mr Williams	1 do	do	Sutherland
do 14	Mr Crump	1 bottle brandy	do	Urquhart
do 15	Mr Dent	1 bottle whiskey	do	do
do 15	Mr Hempfield	1 do	do	do
do 15	Mr Hughes	1 do	do	do
do 15	Mr Nordheime	1 do	do	do
do 15	Mr Sheeme	1 do	do	do
do 15	Mr Shea	1 do	do	do
do 15	John Garvie	1 do	do	do
do 15	Col. Mitchell	1 do	do	Sutherland
do 15	Thos Jones	1 do	do	do
do 15	Mr Williams	1 do	do	do
do 15	Mr Harwood	1 do	do	do
do 15	T. T. Harris	1 do	do	do
do 15	J. Walsh	1 do	do	do
do 15	Mrs Biggs	1 do	do	do
do 15	Sam Decker	1 do	do	do
do 15	Geo. Scholefield	1 do	do	do
do 15	Geo. Morden	1 do	do	do
do 15	T. Freeman	1 do	do	do
do 15	W. Ribble	1 bottle gin	do	do
do 15	R. Wyse	1 bottle whiskey	do	do
do 15	B. Williams	1 do	do	do
do 15	Mr Bates	1 do	do	Williams
do 15	Mrs Grant	2 bottles ale	do	do
do 15	Mrs Sandson	1 bottle gin	do	do
do 15	Mr Blewer	1 do brandy	do	do

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 15	Mr Kirkruff.....	1 bottle whiskey.....	Medicinal	Dr. Williams
do 15	Mr Johnston.....	1 do	do	do
do 15	Mr Blewer.....	1 do	do	do
do 15	Mr Jones.....	1 do	do	do
do 15	Mr Sawyer.....	1 do	do	do
do 16	Mr Blewer.....	1 do	do	do
do 16	Mr Gallie.....	1 do	do	do
do 16	W. Wheeler.....	1 pint brandy	do	Sutherland
do 16	P. FitzGerald.....	1 bottle whiskey.....	do	do
do 16	Mr Williams.....	1 do	do	do
do 16	Miss A. Williams.....	1 bottle gin.....	do	do
do 16	Miss Rose.....	1 bottle whiskey.....	do	Johnston
do 16	R. Burton.....	1 do	do	Urquhart
do 16	Mr. Shanghnessy.....	1 do	do	do
do 16	R. Leach.....	1 do	do	do
do 16	Mrs Pickering.....	1 do	do	do
do 16	Mr Patterson.....	1 do	do	do
do 17	W. Scholefield.....	1 do	do	Sutherland
do 17	J. Henton.....	1 do	do	do
do 17	Mr Williams.....	1 do	do	do
do 17	Mrs LeBarr.....	1 do	do	do
do 17	O. S. Spencer.....	1 do	do	do
do 17	Mr Rorke.....	1 do	do	do
do 17	Mrs Garvie.....	1 do	do	Williams
do 17	Mrs Culhane.....	1 do	do	do
do 17	Mrs Doyle.....	1 do	do	do
do 17	Mrs Armstrong.....	1 do	do	Urquhart
do 17	Mr. O'Hara.....	1 do	do	do
do 17	Mr Henderson.....	1 do	do	do
do 18	John Costello.....	1 do	do	do
do 18	Ed. Sanderson.....	1 do	do	do
do 18	Mr Hewitt.....	1 do	do	do
do 18	Mrs Kirkruff.....	1 do	do	do
do 18	Mr Featherston.....	1 bottle brandy.....	do	Williams
do 18	Mrs Anderson.....	1 bottle whiskey.....	do	do
do 19	John Walsh.....	1 do	do	Sutherland
do 19	Colin Smith.....	1 do	do	do
do 19	Mr Dean.....	1 do	do	do
do 19	Mr Henderson.....	1 do	do	do
do 19	Bert Chisholm.....	1 bottle sherry and 1 bottle brandy.....	do	do
do 21	Geo. Tizard.....	1 bottle whiskey.....	do	do
do 21	Mr Williams.....	1 do	do	do
do 21	R. D. Kenney.....	1 do	do	do
do 21	Geo. Morden.....	1 do	do	do
do 21	Mr Ellis.....	1 gallon whiskey.....	do	do
do 21	Mr Urquhart.....	1 bottle whiskey.....	do	do
do 21	Mr Sargent.....	1 gallon whiskey.....	do	do
do 21	Col. Mitchell.....	1 bottle whiskey.....	do	do
do 21	Mr Curran.....	1 do	do	do
do 21	Mr Hull.....	1 do	do	do
do 21	Mr Garvie.....	1 bottle whiskey and 2 bottles ale.....	do	Williams
do 21	Mrs D. Harris.....	1 bottle whiskey.....	do	Johnston
do 21	Mr Mason.....	1 bottle brandy.....	do	Sutherland
do 22	H. Chisholm.....	1 bottle whiskey.....	do	do
do 22	R. Wyse.....	1 do	do	Urquhart
do 22	Mr Sullivan.....	1 do	do	Williams
do 22	Mr Sawyer.....	1 do	do	do
do 22	Mr Scholefield.....	1 do	do	do
do 22	Mrs Grant.....	2 bottles ale.....	do	do
do 22	Mr Lain.....	1 gallon whiskey.....	do	do
do 22	Mr Horse.....	1 bottle brandy.....	do	Marshall
do 22	B. Johnston.....	1 bottle whiskey.....	do	Sutherland

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 22	Mr Hewitt.....	1 bottle whiskey	Medicinal	Dr. Sutherland.
do	L. Decker	1 do	do	Williams
do	Mr Williams.....	1 do	do	Sutherland
do	John Patterson.....	1 do	do	do
do	Mr Wallace.....	1 do	do	Urquhart
do	Mrs O'Neal.....	1 do	do	Williams
do	Mr Sanderson	1 do	do	Urquhart
do	Mr Ribble.....	1 do	do	Urquhart
do	Mr O'Boyle.....	1/2 gallon whiskey....	do	Williams
do	Mr Slattery.....	1 bottle whiskey.....	do	do
do	Mr Lee.....	1 do do	do	do
do	Mr Johnston.....	1 do brandy.....	do	Sutherland
do	D. Briggs.....	1 do whiskey.....	do	Urquhart
do	D. L. Spencer.....	1/2 dozen ale.....	do	Sutherland
do	Mr Masson.....	1 bottle whiskey.....	do	Williams
do	C. Dennison.....	1 do	do	Urquhart
do	P. O'Boyle.....	1 do	do	Williams
do	L. B. Lewis.....	1 do	do	do
do	Mr Prentice.....	1 do	do	do
do	John Gilliman	1 do	do	Urquhart
do	Geo. Carpenter.....	1 do	do	do
do	N. Bently.....	1 do	do	Sutherland
do	Mr McKay.....	1 do	do	do
do	Mr Carter.....	1 do	do	Williams
do	H. Mason.....	1 bottle brandy.....	do	Urquhart
do	Mr Henderson	1 bottle whiskey.....	do	Sutherland
do	John Gallie.....	1 do	do	do
do	G. Murphy.....	1 do	do	do
do	D. Chisholm.....	1 do	do	do
do	John Walsh.....	1 do	do	do
do	T. Howarth.....	1 do	do	do
do	Mr Williams.....	1 do	do	do
do	R. Johnston.....	1 do	do	do
do	W. Kirkruff.....	1 do	do	do
do	Mrs Wallace.....	1 do	do	do
do	N. Bently.....	1 do	do	do
do	Mr Upham.....	1 bottle brandy.....	do	do
do	W. Gibson.....	1 bottle whiskey.....	do	do
do	F. Ribble.....	1 do	do	do
do	Mr Ford.....	1 do	do	do
do	Mr Williams.....	1 do	do	do
do	Mr Spencer.....	1 do	do	do
do	Mr Williams.....	1 do	do	do
do	Mr Pickering	1 do	do	Urquhart.
do	Mr Wass.....	1 do	do	do
do	Col. Mitchell.....	1 do	do	do
do	Mr Long.....	1 do	do	do
do	Mr Smith.....	1 do	do	do
do	Mr Gilby.....	1 bottle brandy.....	do	do
do	Mr Tyrrel.....	1 bottle whiskey.....	do	do
do	Mr Riggs.....	1 do	do	do
do	Mrs Gordon.....	1 quart whiskey.....	do	do
do	Mr Brun.....	1 bottle whiskey.....	do	do
do	B. Tuck.....	1 bottle wine.....	do	do
do	J. Burns.....	1 bottle whiskey.....	do	do
do	Mr Dent.....	1 do	do	do
do	Mr Leburts.....	1 do	do	do
do	Gen. Grant.....	1 do	do	do
do	Mr Strosard.....	1 do	do	do
do	Mr Burns.....	1 do	do	do
do	Mrs Tobin.....	1 do	do	do
do	James Cunningham.....	1 do	do	do
do	Mr Johnston.....	1 bottle gin.....	do	do
do	Mr Baloon.....	1 bottle whiskey.....	do	do

B.—RETURN of Liquor sold by C. W. Pearce, Oakville, &c.—*Concluded.*

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 24	R. Tait.....	1 bottle whiskey.....	Medicinal	Dr. Urquhart
do 24	Mr Freeman	1 do	do	do
do 24	T. Reynolds	1 do	do	do
do 24	Mr Anderson	1 do	do	Williams.
do 24	Mr Son	1 do	do	do
do 24	Mr Hall	1 do	do	do
do 24	Miss Ryan	1 do	do	do
do 24	Mrs Malloney	1 do	do	do
do 24	Mr Walsh	1 do	do	do
do 24	Mr Coventry.....	1 do	do	do
do 24	Mr Chalk.....	1 do	do	do
do 24	Mr Brown.....	1 do	do	do
do 26	Mrs Lawson	1 do	do	do
do 26	Mr Hood.....	1 bottle rum	do	do
do 26	Mr Anderson	1 bottle whiskey	do	do
do 26	Branch Johnston.....	1 do	do	Sutherland..
do 26	Mr Farr	1 do	do	do
do 26	Mr Williams.....	1 do	do	do
do 26	Mr Peer	1 do	do	do
do 26	Mr LeBarr.....	1 do	do	do
do 26	Tom Jones	1 do	do	Urquhart.
do 26	John Armstrong.....	1 do	do	do
do 26	David Lucas.....	1 do	do	do
do 27	Col. Mitchell	1 do	do	do
do 27	Mr Clements.	1 do	do	do
do 27	Mr Sable	1 do	do	do
do 27	James Cunningham.....	1 do	do	Sutherland..
do 27	George Pearce.....	1 do	do	do
do 27	Samuel Decker	1 do	do	do
do 27	Edgar Bray	1 bottle brandy	do	do
do 27	Mr Williams.....	1 bottle whiskey	do	do
do 27	Mr Loughlin.....	1 do	do	do
do 27	Mr Hood	1 do	do	do
do 27	Mrs Grant	2 bottles ale	do	Williams..
do 27	Mr Baloon	1 bottle whiskey	do	do
do 27	Mrs Sandson.....	1 do	do	do
do 27	Mrs Garvie	1 do	do	do
do 29	Mr Malloney.....	1 do	do	do
do 29	Mr McGradey.....	1 do	do	do
do 29	Mr Scholefield.....	1 do	do	do
do 29	Mr Lanagan.....	1 do	do	do
do 29	Mr Bently	1 do	do	do
do 29	Mr Blewer	1 do	do	do
do 29	Mr Mitchell	1 do	do	do
do 29	Mr Martin	1 do	do	do
do 29	Mr Regan	1 do	do	do
do 29	Mr Kearn	1 do	do	do
do 29	Mr Hood	1 do	do	do
do 29	John Patterson.....	1 do	do	Sutherland:
do 29	W. Hood.....	1 do	do	do
do 29	Sam. McGiffin	4 bottles ale	do	do
do 29	W. Letchfield	1 bottle whiskey.....	do	do
do 29	Mr. Fitzgerrald.	1 do	do	do
do 29	G. L. Tizard.....	1 do	do	do
do 29	B. Johnston	1 do	do	do
do 29	Mr Pickering	1 do	do	Urquhart
do 29	Mr Hewitt.....	1 do	do	do
do 29	John McLean	1 do	do	do
do 29	Mr Tuck.....	1 do	do	do
do 29	R. Hilliard	1 do	do	do
do 29	Mrs McMurry	1 do	do	do
do 29	H. Farr	1 do	do	do
do 31	H. Marshall	1 do	do	Marshall.
do 31	R. Wyse	1 do	do	Williams

B.—RETURN of Liquors sold by C. W. Pearce, Oakville, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 31	Mr Bates	1 bottle whiskey.....	Medicinal	Dr. Williams
do 31	Mr Sanderson	1 do	do	do
do 31	Mr Gallie	1 do	do	do
do 31	Mr Kirkruff	1 do	do	do
do 31	Mr Sawyer	1 do	do	do
do 31	Mrs Garvie	1 do	do	do
do 31	Mr Murphy	1 do	do	Sutherland
do 31	James Docherty	1 do	do	do
do 31	Peter Brown	1 do	do	do
do 31	C. Culhane	1 do	do	do
do 31	R. Hilliard	1 do	do	do
do 31	Mrs Hester	1 do	do	do
do 31	John Lane	1 do	do	do
do 31	Sam. Reynolds.....	1 do	do	do
do 31	W. Anderson	1/2 dozen ale.	do	do
do 31	Colin Smith	1 bottle whiskey.....	do	do
do 31	Mr O'Neal	1 do	do	do
do 31	Mr Scholefield	1 do	do	do
do 31	Charles Bredin	1 do	do	do
do 31	T. T. Harris	1 do	do	do
do 31	John Docherty	1 do	do	do
do 31	Brans Johnston.....	1 do	do	do
do 31	Peter Kelly	1 pint whiskey	do	do
do 31	R. Anderson	1 bottle whiskey.....	do	do
1884.				
Jan. 2	Mr Wallace	1 bottle whiskey	do	do
do 2	B. Johnston	1 do	do	do
do 2	Mr Bailey	1 do	do	do
do 2	Joe Wardin	1 do	do	do
do 2	Mr Lyon	1 do	do	do
do 2	Mr Robinson.....	1 do	do	do
do 2	John Docherty	1 do	do	do
do 2	Mrs Wright	1 do	do	Urquhart.
do 2	John Watson	1 do	do	do
do 2	Mr Buzard	1 do	do	do
do 2	Mr Budd	1 do	do	do
do 2	Mr Farr	1 do	do	Williams
do 2	Mr Blewer	1 do	do	do
do 2	Mr Anderson.....	1 do	do	do

C.

RETURN of Liquors sold by George E. Morrow, Georgetown, under Canada Temperance Act, 1867.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 1	Mr Morgan	1 pint whiskey.....	Medicinal	Dr. W. Freeman
do 2	G. Wright.....	.....	do	W. Ramsay
do 2	Mr Gare .....	.....	do	do
do 2	J. McColl .....	.....	do	J. A. Todd
do 2	Mr Wright	1 quart spirits.....	do	W. Ramsay
do 3	do .....	.....	do	do
do 3	J. Rutledge .....	.....	do	J. A. Todd
do 3	Mr Belleisle	1 pint whiskey.....	do	W. Freeman
do 3	Mr Roberts	1 bottle brandy.....	do	do
do 4	D. G. Robinson	1 pint whiskey.....	do	do
do 4	G. Wright	1 do	do	do
do 4	J. Nixon	1 pint gin	do	Roe
do 4	Mr Wright	1 pint spirits.....	do	W. Ramsay
do 5	D. Tracey	Brandy	do	J. A. Todd
do 5	J. Hicks	1 quart spirits.....	do	W. Ramsay
do 5	J. Boomer	1 bottle rye whiskey	do	S. Webster, M.B.
do 5	Mrs McConnel	1 pint spirits	do	W. Ramsay
do 5	G. Gibbs	1 gallon whiskey	do	W. Freeman
do 5	Mr Green	1 bottle rye whiskey	do	S. Webster, M.B.
do 5	W. H. Hobden	1 quart whiskey.....	do	W. Freeman
do 5	— McLean	1 do	do	Roe
do 5	T. Scott	1 do	do	W. Freeman
do 5	W. Brogan	Whiskey.....	do	J. A. Todd
do 7	G. Martin	1 quart whiskey.....	do	W. Freeman
do 7	Mrs Hunter	Whiskey.....	do	J. A. Todd
do 7	John Walker	1 pint whiskey.....	do	J. Roe
do 7	do	1 quart gin'.....	do	do
do 8	— St. John	1 do whiskey.....	do	W. Freeman
do 8	N. Ackint	1 pint do	do	J. A. Todd
do 8	Mr Russell.....	1 bottle spirits.....	do	S. Webster
do 8	Miss Cook	1 pint brandy.....	do	J. A. Todd
do 9	Mr Morgan	1 quart spirits.....	do	W. Ramsay
do 9	— Bullifant	1 pint whiskey.....	do	J. A. Todd
do 9	Mr Hicks	1 pint spirits.....	do	W. Ramsay
do 9	L. Stull	1 quart whiskey	do	J. A. Todd
do 9	Mrs Hull	1 do	do	J. Roe
do 9	W. Christie.....	1 do	do	S. Webster
do 9	— Hicks	1 quart spirits	do	W. Ramsay
do 9	Mrs O'Neal	1 bottle rye whiskey	do	S. Webster
do 9	A. Fry	1 quart whiskey	do	W. Freeman
do 10	Miss Reed	1 pint spirits	do	W. Ramsay
do 10	L. Stull	2 quarts whiskey	do	J. A. Todd
do 10	Mrs. Thomas Slatham.....	1 pint brandy.....	do	J. Roe
do 11	N. Brown	1 quart do	do	J. A. Todd
do 11	Mr Moon.....	1 pint spirits.....	do	W. Ramsay
do 11	Mr Stewart.....	1 do brandy.....	do	W. Freeman
do 11	Mrs Hull	1 quart whiskey	do	do
do 11	Robert Cooper.....	1 do	do	S. Webster
do 11	Mr Nilson	1 do	do	J. Roe
do 11	James Owens.....	1 pint brandy.....	do	J. A. Todd
do 11	Mr McPherson	1 quart spirits.....	do	W. Ramsay
do 11	Mr Prout	1 do brandy	do	J. A. Todd
do 12	Jos. Wilson.....	2 quarts old rye.....	do	J. King
do 12	L. Stull	1 quart whiskey	do	W. Freeman
do 12	Mrs Gunden	1 do	do	do
do 12	Mr McCullough.....	1 bottle brandy.....	do	J. A. Todd
do 12	W. Pickering	1 pint whiskey	do	J. Roe
do 12	J. Cain	1 quart whiskey	do	W. Freeman
do 12	W. Cann	1 do	do	J. Roe
do 12	Mr Morgan	1 quart spirits'.....	do	W. Ramsay

C — RETURN of Liquors sold by George E. Morrow, Georgetown, &c.—Continued.

Dat.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 12	James Green.....	1 quart whiskey	Medicinal	Dr. W. Freeman
do 12	Nellie Copeland.....	do	do	J. King
do 12	Mr Morgan.....	1 pint spirits	do	W. Ramsay
do 12	Josiah Townsend	Small quantity of whiskey.	do	W. Freeman
do 12	James Curry.....	1 bottle brandy	do	S. Webster
do 12	D. Cunningham	1 pint whiskey	do	J. A. Todd
do 12	Mr Morgan.....	1 quart do	do	W. Freeman
do 12	Mr Morgan	1 quart whiskey	do	W. Freeman
do 12	Mr McKinnon.....	1 pint spirits.....	do	W. Ramsay
do 13	Mr Bleven	1 quart do	do	do
do 13	Mr Kyle	1 bottle do	do	do
do 13	Mr Blewing, sen.....	1 quart whiskey	do	W. Freeman
do 14	Mr Moore.....	1 do	do	do
do 15	Mr Morgan	1 quart spirits	do	W. Ramsay
do 15	A. Fry.....	1 pint whiskey	do	W. Freeman
do 15	J. Taylor.....	1 do	do	do
do 15	D. Little	1 pint brandy	do	J. A. Todd
do 16	H. Gain	2 quarts whiskey.	do	W. Freeman
do 16	G. Bleven	2 do	do	do
do 16	Mrs Walton	Some brandy	do	do
do 16	T. Harris	1 pint whiskey	do	J. Roe
do 16	W. Hull	1 quart do	do	do
do 16	Mrs Morgan	Some brandy	do	W. Freeman
do 17	— McLellan	1 quart whiskey	do	J. Roe
do 17	Mr Procter	1 pint do	do	J. A. Todd
do 17	D. Hunter	1 do brandy.....	do	do
do 17	Mr Blewen	1 quart spirits	do	W. Ramsay
do 17	J. Bain	1 do whiskey	do	W. Freeman
do 18	Mr McCracey	1 pint do	do	W. J. Roe
do 18	Mr Morgan	1 do gin	do	W. Ramsay
do 18	— McLennan.....	1 quart spirits	do	do
do 18	Mr Bullifant.....	1 do whiskey	do	J. A. Todd
do 18	Mrs Smith.....	1 bottle brandy.....	do	J. Roe
do 19	— Morgan.....	1 pint do	do	W. Ramsay
do 19	Mrs McClelland	1 quart whiskey	do	S. Webster
do 19	Mrs Ghent.....	Some whiskey	do	W. Freeman
do 19	Mrs Hull.....	1 quart whiskey	do	do
do 19	Mr Hobden	1 do	do	do
do 19	Robert Logan	1 quart brandy.....	do	J. A. Todd
do 19	— Bullifant	1 quart whiskey	do	do
do 19	J. Cain	1 do	do	W. Freeman
do 19	Mrs Granden	1 do	do	do
do 19	Mrs Morgan	1 pint whiskey.....	do	do
do 21	Mr Bullifant	1 quart do	do	J. A. Todd
do 21	Mr Green.....	1 do spirits	do	M. Ranney
do 21	Mr Copeland.....	1 bottle porter and 1 pint brandy	do	J. A. Todd
do 21	Miss Morgan.....	1 pint spirits	do	M. Ranney
do 21	Mr Copeland.....	2 quarts do	do	do
do 21	John Gillis	1 quart do	do	J. A. Todd
do 21	Mr Cooper.....	1 do whiskey	do	do
do 21	Mr Fee.....	1 do spirits.....	do	W. Ranney
do 21	Mrs Hull	1 pint whiskey.....	do	W. Freeman
do 21	J. Noble	1 qt. or more whiskey	do	do
do 22	Mr Morgan.....	1 pint spirits.....	do	W. Ranney
do 22	Mrs Granden	1 quart whiskey	do	W. Freeman
do 23	Mr Cain	1 pint do	do	W. J. Roe
do 23	G. Bleven	2 quarts do	do	W. Freeman
do 23	Mr Spearman	1 pint do	do	J. A. Todd
do 23	Mrs A. Kennedy	1 quart do	do	do
do 23	Mr Stull	1 pint whiskey.....	do	do
do 23	John Gillis.....	1 do	do	do
do 24	J. Cain	3 quarts whiskey.....	do	W. Freeman

C.—RETURN of Liquors sold by George E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
May 24	Mr Stull	1 quart whiskey	Medicinal.....	J. A. Todd
do 24	Mr Morgan	1 pint spirits.....	do	W. Ramsay
do 25	Mr Proctor	1 quart whiskey	do	J. A. Todd
do 25	Mr L. Stull.....	1 do	do	W. Freeman
do 25	S Meath.....	1 pint port wine	do	W. Ranney
do 26	Mr A. McConnell	1 quart rye whiskey.....	do	S. Webster
do 26	Mr L. Stull	1 quart spirits	do	W. Ranney
do 26	W. Moore	Some whiskey	do	W. Freeman
do 26	Mrs Granden	3 pints whiskey	do	do
do 26	J. Greer	2 quarts do	do	do
do 28	W. Brigden.....	1 quart port wine	do	A. Fox
do 28	J. C-ia.....	1 qt or more whiskey	do	W. Freeman
do 28	Mrs McCanly	1 pint brandy	do	S. Webster
do 28	Mr Parker.....	1 pint spirits	do	W. Ranney
do 29	Mr Gray	1 do	do	do
do 29	Mr Tracy	1 pint port wine	do	do
do 29	J. Cain	1 do whiskey	do	W. J. Roe
do 29	J. Noble.....	Bottle of wine	do	S. Webster
do 30	Jas. Standish	1 quart whiskey	do	W. J. Roe
do 30	Mrs Cohill.....	1 pint do	do	J. A. Todd
do 30	J. McIntosh	1 quart do	do	B. Morrow
do 30	do	Bottle gin	do	do
do 30	J. Cain	1 quart whiskey	do	W. Freeman
do 31	H. James	Bottle best wine	do	W. J. Roe
do 31	R. J. Campbell	1 pint brandy	do	J. A. Todd
do 31	Mrs Hull.....	1 pint whiskey.....	do	W. J. Roe
do 31	J. Cain	1 quart do	do	W. Freeman
do 31	D. Hunter	1 pint brandy	do	J. A. Todd
do 31	Mrs G. Bewen	1 do whiskey.....	do	W. Freeman
do 31	Mrs Hull	1 do spirits.....	do	W. Ranney
June 1	Mrs Morgan.....	1 pint whiskey.....	do	J. A. Todd
do 1	Mr Ranney.....	1 do spirits.....	do	W. Ranney
do 1	Mrs Goodfrey	1 quart brandy	do	S. Webster
do 1	W. Frazier.....	1 pint brandy.....	do	W. J. Roe
do 1	J. Cain	1 quart whiskey.....	do	W. Freeman
do 1	Mr McCall.....	1 do	do	W. J. Freeman
do 2	D. Cunningham.....	1 quart rye.....	do	S. Webster
do 2	Mr Shepley.....	1 do brandy.....	do	W. Ranney
do 2	Mrs L. O'Riley.....	1 quart whiskey.....	do	W. Freeman
do 2	A. McAlpine.....	1 do	do	do
do 2	Van Baskirk.....	1 do	do	J. A. Todd
do 2	Thos. Scott.....	1 do	do	do
do 2	Mr Spereman.....	1 pint whiskey	do	do
do 2	James Green	1 quart whiskey.....	do	W. Freeman
do 2	A. McTaggart.....	1 pint or more of whiskey	do	do
do 2	H. Gain	1 quart whiskey.....	do	do
do 2	Mr Pickering.....	1 pint do	do	W. J. Roe
do 2	J. Cain	1 quart whiskey.....	do	W. J. Freeman
do 4	Mr Crawford.....	1 do	do	J. A. Todd
do 4	J. Cain	1 do	do	W. Freeman
do 4	Mr Scott.....	1 do	do	do
do 4	Mrs Graham.....	1 quart port wine.....	do	W. Ranney
do 5	Mrs Neil.....	1 do whiskey.....	do	W. J. Roe
do 5	Mr Scott.....	1 pint do	do	J. A. Todd
do 5	Mr Christie.....	1 bottle do	do	S. Webster
do 5	J. Cain	1 quart do	do	W. Freeman
do 5	John Hull.....	3 quarts do	do	W. J. Roe
do 6	Mr Ne'ee.....	1 pint do	do	do
do 6	Mr Petch.....	1 do best gin.....	do	do
do 6	Mrs Ross.....	1 quart whiskey.....	do	W. Freeman
do 7	Mrs Granders.....	1 do	do	do
do 7	McQuallin.....	1 pint whiskey.....	do	W. J. Roe
do 7	J. Cain.....	1 quart whiskey.....	do	W. Freeman

C.—RETURN of Liquors sold by Geogre E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 7	A. Benham	1 quart whiskey	Medicinal	Dr. J. A. Todd
do 7	Mrs Hull	1 pint whiskey	do	W. Freeman
do 7	Mr Tracey	1 quart whiskey	do	S. Webster
do 8	James Green	1 do	do	W. Freeman
do 8	J. Cain	1 do	do	do
do 8	Mrs Graham	1 do	do	do
do 8	Mrs Hull	1 quart of spirits	do	W. Ranney
do 8	Mary Goulding	1 pint wine	do	S. Webster
do 8	A. McLean	Some whiskey	do	W. Freeman
do 8	f. Ranney	1 pint spirits	do	W. Ranney
do 8	Mrs McLennen	1 do whiskey	do	W. J. Roe
do 9	Miss Hickey	1 quart whiskey	do	S. Webster
do 9	Mrs Hull	1 do	do	W. J. Roe
do 9	James Green	1 do	do	W. Freeman
do 9	J. Cain	1 do	do	do
do 9	Mr Bushel	1 pint whiskey	do	W. J. Roe
do 9	W. Ranney	1 do spirits	do	W. Ranney
do 11	J. McColl	1 quart whiskey	do	J. A. Todd
do 11	J. Kennedy	Some brandy	do	W. Freeman
do 11	Mrs Granden	1 pint whiskey	do	do
do 11	J. C. Willoon	1 do	do	J. A. Todd
do 11	T. Ranney	1 pint spirits	do	W. Ranney
do 11	Mrs Blewin	1 do whiskey	do	W. Freeman
do 12	f. McIntosh	Various amounts	do	W. Morrow
do 12	T. Ranney	1 pint spirits	do	W. Ranney
do 12	W. Moore	1 bottle port wine	do	S. Webster
do 12	Geo. Robinson	2 quarts whiskey	do	W. Freeman
do 12	A. Fry	1 do	do	do
do 12	Mrs Ranney	1 do	do	W. Ranney
do 12	D. Tracey	1 do	do	J. A. Todd
do 13	Mr Gear	1 quart spirits	do	W. Ranney
do 13	Robt. McGaw	1 bottle whiskey	do	S. Webster
do 13	Mrs Ranney	1 pint spirits	do	W. Ranney
do 13	Mr Morgan	1 bottle whiskey	do	S. Webster
do 14	Mr Gordan	1 pint do	do	J. A. Todd
do 14	Mr Mooran	1 quart rye whiskey	do	S. Webster
do 14	C. Spurling	What he requires	do	do
do 14	Mr Alexander	2 quarts wine	Sacramental	Rev. J. Alexander
do 14	T. Ranney	1 pint spirits	Medicinal	Dr. W. Ranney
do 14	J. Cain	2 quarts whiskey	do	W. J. Roe
do 15	Mrs Grimsden	1 pint do	do	W. Freeman
do 15	Mr Frid	1 pint spirits	do	W. Ranney
do 15	Mrs Hull	1 quart spirits	do	do
do 16	Jas. Green	1 do	do	W. Freeman
do 16	Mrs Hull	1 do	do	W. Ranney
do 16	Mr Granden	1 quart whiskey	do	W. Freeman
do 18	Mrs Scott	1 do	do	do
do 18	Jas Green	1 do	do	do
do 19	Mrs Hull	1 do	do	W. J. Roe
do 19	Mrs Nicol	2 bottles brandy	do	W. Ranney
do 19	J. Bradley	1 quart brandy	do	W. Freeman
do 20	C. Bescaby	1 bottle wine	do	do
do 20	G. Smith	Some brandy	do	do
do 20	J. Cain	1 quart whiskey	do	do
do 20	Mrs Gane	1 do spirits	do	W. Ranney
do 21	J. Cain	1 do whiskey	do	W. Freeman
do 21	Mr Winlow	1 bottle do	do	S. Webster
do 22	Mrs Cockaman	1 pint do	do	W. J. Roe
do 22	E. Moore	2 quarts wine	Sacramental	Rev. J. Gillespie
do 23	Mr Kennedy	1 quart brandy	Medicinal	Dr. J. A. Todd
do 23	Jno. Brown	1 do whiskey	do	W. Freeman
do 23	f. Cain	1 pt. or more w'skey	do	do
do 23	Mrs Granden	1 pint whiskey	do	do
do 23	Mr Green	1 quart do	do	S. Webster

C.—RETURN of LIQUORS sold by Geo. E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
June 23	A. Warden	1 quart brandy	Medicinal	W. J. Roe
do 23	Mrs St. John	do whiskey	do	S. Webster
do 23	Mrs McCullough	2 Quarts do	do	J. A. Todd
do 23	H. McKay	2 do wine	Sacramental	Rev. W. G. Wallace
do 25	J. Cain	1 qt. or more whiskey	Medicinal	Dr. W. Freeman
do 26	Mrs McLellan	1 pint whiskey	do	W. J. Roe
do 26	J. McCall	1 quart whiskey	do	J. A. Todd
do 27	Mrs Granden	1 do	do	W. Freeman
do 27	Mrs Hull	1 do	do	do
do 27	P. Parker	1 pint whiskey	do	J. Todd
do 27	Jas. Green	1 quart do	do	W. Freeman
do 28	R. F. Reid	1 do do	do	S. Webster
do 28	N. Bentley	1 pint do	do	W. Freeman
do 28	Mr Johnston	1 bottle spirits	do	S. Webster
do 28	Mrs Granden	1 quart whiskey	do	W. Freeman
do 29	R. Winlow	1 bottle rye whiskey	do	S. Webster
do 29	Mrs Grauden	1 quart whiskey	do	W. Freeman
do 29	Mrs Hull	1 do	do	do
do 30	Mr Blewin	1 quart spirits	do	W. Ranney
do 30	Mr Cain	1 quart whiskey	do	W. J. Roe
do 30	Jas. Thompson	1 pint do	do	do
do 30	W. Vanbrackish	1 quart do	do	W. Freeman
do 30	Mrs. Christie	1 do rye whiskey	do	S. Webster
do 30	J. Green	1 do do	do	W. Freeman
do 30	Mrs Hull	1 do spirits	do	W. Ranney
do 30	John Rooney	1 do whiskey	do	S. Webster
July 3	Mrs Stull	1/2 pint gin, 1 quart whiskey	do	R. Morrow
do 2	Mrs Grinden	1 pint whiskey	do	W. Freeman
do 3	G. Blevin	2 quarts do	do	do
do 3	Mrs McConley	1 pint do	do	do
do 3	G. Blevin	3 quarts do	do	do
do 3	J. Green	1 quart do	do	do
do 4	A. Kennedy	Some brandy	do	J. A. Todd
do 4	C. Armstrong	do whiskey	do	do
do 4	W. Vanburkish	1 quart do	do	W. Freeman
do 4	D. G. Robinson	1 do do	do	do
do 6	Mrs Hull	1 pint do	do	do
do 6	Mrs Grinden	1 quart do	do	do
do 6	Mrs Hull	1 do do	do	do
do 7	Mrs Russell	1 do ale	do	S. Webster
do 7	Mr Blevin	1 do spirits	do	W. Ranney
do 7	W. Butler	1 do whiskey	do	W. Freeman
do 7	N. Tracey	1 pint brandy	do	do
do 7	G. Blevin	1 quart whiskey	do	do
do 7	Mrs Appleton	1 do brandy	do	J. W. Roe
do 7	J. G. Robinson	1 do whiskey	do	W. Freeman
do 7	Mrs Grinden	1 do do	do	do
do 7	Mr Morrison	1 pint do	do	J. W. Todd
do 7	Mr Young	1 quart spirits	do	W. Ranney
do 7	Mr Christie	1 do whiskey	do	S. Webster
do 7	J. Cain	1 do do	do	W. Freeman
do 9	Thomas Horns	1 pint gin	do	do
do 10	Mr Christie	1 quart whiskey	do	S. Webster
do 10	J. Cain	1 do	do	W. Freeman
do 10	Mr Christie	1 do do	do	S. Webster
do 10	Mr Jackson	1 do	do	W. Ranney
do 10	H. H. Burnham	1 do	do	J. A. Todd
do 11	J. Taylor	1/2 do	do	W. J. Roe
do 12	Mrs Ranney	1 pint whiskey	do	W. Ranney
do 12	Mrs Taylor	1 quart do	do	W. Freeman
do 12	Mrs Hull	1 pint spirits	do	W. Ranney
do 12	Mr Norton	1/2 quart whiskey	do	W. J. Roe
do 13	Mrs J. Wetherald	1 pint do	do	W. F. Freeman

C.—RETURN of Liquors sold by George E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
July 13	Mrs Allies.....	1 quart whiskey.....	Medicinal.....	Dr. W. J. Roe
do 13	J. Allan.....	1 pint wine.....	do.....	W. Ranney
do 13	J. Cain.....	1 quart whiskey.....	do.....	W. Freeman
do 13	Mrs Ranney.....	1 pint spirits.....	do.....	W. Ranney
do 13	Mrs L. O'Reilly.....	1 do whiskey.....	do.....	W. F. Freeman
do 13	James Wetherald.....	1 do brandy.....	do.....	do
do 14	— Obicon.....	1 do spirits.....	do.....	W. Ranney
do 14	T. Ranney.....	1 do port.....	do.....	do
do 14	J. Cain.....	1 quart whiskey.....	do.....	W. Freeman
do 14	do.....	1 do do.....	do.....	do
do 14	Mr Alliss.....	1 do rye.....	do.....	W. F. Freeman
do 14	Robert S. Locke.....	1 bottle port wine.....	Sacramental.....	Mr Ruston
do 14	— Obicon.....	1 pint spirits.....	Medicinal.....	W. Ranney
do 14	Mr Slate.....	1 quart brandy.....	do.....	J. A. Todd
do 14	Mr Christie.....	1 do whlskey.....	do.....	S. Webster
do 14	Mr Charly.....	1 pint spirits.....	do.....	W. Ranney
do 14	J. McCalpin.....	1 quart malt.....	do.....	W. F. Freeman
do 14	John Nelson.....	1 do whiskey.....	do.....	W. J. Roe
do 16	Mrs Ranney.....	1 pint spirits.....	do.....	W. Ranney
do 16	Mr Christie.....	1 quart whiskey.....	do.....	S. Webster
do 16	L. Stull.....	1 do.....	do.....	do
do 16	Mrs Scott.....	1 do.....	do.....	W. Freeman
do 17	Mrs Ranney.....	1 pint port wine.....	do.....	W. Ranney
do 18	Mr A. Fry.....	1 do whiskey.....	do.....	W. Freeman
do 19	Mr Hewson.....	1 quart do.....	do.....	J. A. Todd
do 19	Mrs Allies.....	1 do do.....	do.....	do
do 20	Sam. Phillips.....	1 pint brandy.....	do.....	W. Freeman
do 20	Mr Clarke.....	1 do whiskey.....	do.....	S. Webster
do 21	J. Peackard.....	1 quart do.....	do.....	J. W. Todd
do 21	Mr Belisle.....	do brandy.....	do.....	do
do 21	Mr Aitken.....	1 do rye whiskey.....	do.....	S. Webster
do 21	Mr Young.....	1 quart whiskey.....	do.....	S. Webster
do 21	Mr Biscohy.....	1 do.....	do.....	W. Freeman
do 21	H. Holden.....	1 do.....	do.....	W. J. Roe
do 21	D. Brown.....	1 do.....	do.....	J. A. Todd
do 22	Mrs Jenkins.....	1 do.....	do.....	W. J. Roe
do 23	John Osborne.....	1 do.....	do.....	J. A. Todd
do 23	Mr Scott.....	1 do.....	do.....	do
do 24	J. Cain.....	1 do.....	do.....	W. Freeman
do 24	Mr Hull.....	1 do.....	do.....	do
do 27	J. Cain.....	1 do.....	do.....	do
do 27	Mrs Thomas.....	1 do.....	do.....	J. A. Todd
do 27	J. Watson.....	1 do.....	do.....	W. Freeman
do 27	Mrs Grandon.....	1 quart spirits.....	do.....	W. Ranney
do 27	J. Cain.....	1 quart whiskey.....	do.....	W. J. Roe
do 27	Mr. Morgan.....	1 do.....	do.....	S. Webster
do 28	I. Taylor.....	1 quart spirits.....	do.....	W. J. Roe
do 28	Mr Russell.....	1 do.....	do.....	W. Ranney
do 28	W. Dunlop.....	1 quart whiskey.....	do.....	W. Freeman
do 28	Mrs McIntosh.....	1 pint gin.....	do.....	R. Morrow
do 28	Mrs Stull.....	1 do.....	do.....	do
do 30	Mr Rue.....	1 pint spirits.....	do.....	W. Ranney
do 30	John McColl.....	do.....	do.....	J. A. Todd
do 31	Mr. Gape.....	1 pint spirits.....	do.....	W. Ranney
do 31	Mrs Annis.....	1 quart whiskey.....	do.....	W. J. Roe
April 30	T. J. Wheeler.....	1 pint whiskey.....	do.....	do
Aug. 1	John Osborne.....	1 do.....	do.....	J. A. Todd
do 1	Mr Hanna.....	1 do.....	do.....	Wm. Freeman
do 2	Mrs Annis.....	1 quart whiskey.....	do.....	W. J. Roe
do 2	James Cain.....	1 do.....	do.....	W. Freeman
do 3	Miss Lyon.....	1 bottle brandy.....	do.....	S. Webster
do 3	Mr Patterson.....	1 do.....	do.....	do
do 4	J. Cain.....	1 quart whiskey.....	do.....	W. Freeman
do 4	Mr Patterson.....	1 do.....	do.....	S. Webster

C.—RETURN of Liquors sold by George E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 4	J. Gain	1 quart whiskey.....	Medicinal	Dr. Wm. Freeman
do	4 Mr Grandon	1 do	do	W. Ranney
do	4 Mr Hagerman.....	1 bottle brandy.....	do	S. Webster
do	4 Mr Lee	1 pint whiskey.....	do	M. Ranney
do	4 Mr McKinnon.....	1 do	do	do
do	5 Mr Wright.....	1/2 quart brandy	do	J. A. Todd
do	7 J. Greir	1 quart whiskey	do	W. Freeman
do	7 Mr Cain.....	1 do	do	W. J. Roe
do	8 Mr Hull	1 do	do	W. Ranney
do	9 A. Taylor	1 pint whiskey.....	do	W. Freeman
do	10 Mr Grandon	1 quart whiskey	do	M. Ranney
do	10 J. Cain	1 do	do	W. Freeman
do	10 Mr McKenzie	1 bottle port wine....	do	S. Webster
do	11 Mr Hicks	1 pint whiskey	do	J. A. Todd
do	11 Mr Kickly	1 quart whiskey	do	S. Webster
do	11 L. L. Bennett.....	1 bottle wine.....	Sacramental	Rev. J. Halling, Meth. Min.
do	11 Mr McFlina	1 pint whiskey	Medicinal	Dr. W. Freeman
do	13 J. Cain	1 do	do	do
do	13 Mr McGarr	1 do	do	M. Ranney
do	13 Mr McKinnon.....	1 do	do	do
do	13 Mr Young	1 quart whiskey.....	do	do
do	13 Mr Vanbuskirk	1 do	do	do
do	13 A. McTaggart	1 do	do	W. Freeman
do	13 P. Hicks	1 pint whiskey	do	J. A. Todd
do	14 A. Fry	1 quart whiskey	do	W. Freeman
do	14 M. Butler.....	1 pint whiskey	do	do
do	14 Mr Hull	1 pint spirit	do	M. Ranney
do	14 Mr Taylor	1 quart whiskey.....	do	Sam. Webster
do	14 G. Bremar.....	2 quarts do	do	W. Freeman
do	15 J. Cain	1 quart do	do	do
do	16 Mr Wilson.....	1 do do	do	W. Ranney
do	16 Mr Jenkins	1 pint do	do	W. Freeman
do	16 M. Bashu	1 bottle brandy	do	do
do	17 W. Grant	1 quart whiskey, and others if required.	do	W. Ranney
do	17 Mr Breen	1 quart whiskey	do	Sam. Webster
do	17 G. Bleven	2 quarts do	do	W. Freeman
do	17 Mr Grandon	1 quart whiskey.....	do	M. Ranney
do	17 Mr Wilson.....	1 do	do	do
do	17 Mr Taylor	1 do	do	do
do	18 Mr McKinnon	1 pint whiskey	do	do
do	18 Mr Grandon	1 do	do	W. J. Roe
do	18 W. Thompson.....	1 quart whiskey.....	do	M. Ranney
do	18 G. Bleven	2 quarts do	do	W. Freeman
do	19 George Proctor	1 pint whiskey	do	J. W. Todd
do	20 John Morgan	1 do	do	W. Freeman
do	20 J. Leslie.....	1 do	do	do
do	20 Mr Jenkins.....	Some port wine.....	do	do
do	20 Mrs Watson.....	1 pint whiskey	do	do
do	21 J. McCall	Quart beer.....	do	J. A. Todd
do	21 J. Cain	1 pint whiskey	do	W. Freeman
do	21 Mr McCuaig.....	1 pint port wine.....	do	M. Ranney
do	21 Mr Watson	1 pint whiskey	do	W. Freeman
do	21 Mr Munn	1 quart do	do	S. Webster
do	22 Mr Hicks	1 pint do	do	J. W. Todd
do	22 A. Wheeler.....	1 quart whiskey.....	do	W. Freeman
do	22 Mr Hull	1 do	do	M. Ranney
do	22 Mr Grier	1 do	do	do
do	22 J. Cain	1 do	do	W. Freeman
do	23 G. Bleven	1 do	do	do
do	23 Mr Grier	1 do	do	S. Webster
do	24 Mrs Ranney	1 pint spirits	do	M. Ranney
do	25 Mr Forager	1 pint port wine.....	do	W. J. Roe
do	25 J. Cain.....	1 quart whiskey.....	do	W. Freeman

C.—RETURN of Liquors sold by Geo. E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Aug. 25	Mr Barber	A lot brandy	Medicinal	Dr. S. Webster
do 25	S. Gartsboro.....	Brandy	do	W. Freeman
do 25	Mr J. Kerry.....	What required, rye whiskey	do	Sam. Webster
do 25	A. McTaggart.....	1 bottle whiskey.....	do	W. Freeman
do 27	Mr Ranney	1 pint do	do	M. Ranney
do 27	J. Cain	1 quart do	do	W. Freeman
do 27	Mrs St. John.....	A lot do	do	Sam. Webster
do 28	Mr McKinnon.....	1 quart do	do	M. Ranney
do 28	Mr Clarke	1 pint whiskey	do	do
do 28	Mr McKinnon.....	1 do	do	do
do 29	Mr Granden.....	1 do	do	C. J. Roe
do 29	do	1 quart whiskey.....	do	M. Ranney
do 29	Mr Rae	1 do	do	W. J. Roe
do 30	Mr Ranney	1 pint whiskey	do	M. Ranney
do 30	Mr Phelps	1 do	do	W. J. Roe
do 30	J. Cain	1 quart whiskey.....	do	W. Freeman
do 31	Mr Allins.....	1 pint do	do	W. J. Roe
do 31	J. Cain	2 quarts do	do	do
Sept. 1	Mrs J. Dunlop.....	1 quart whiskey	do	W. Freeman
do 1	Mrs Ranney.....	1 pint spirits.....	do	W. Ranney
do 1	Miss Brown.....	1 bottle brandy.....	do	S. Webster
do 1	Mr Bell	1 quart whiskey	do	J. A. Todd
do 1	Mr Hardin.....	1 do	do	do
do 1	W. Dunlop.....	1 do	do	W. Freeman
do 1	Mrs Hull	1 quart spirits	do	W. Ranney
do 1	Mrs Hicks	1 pint whiskey	do	W. Freeman
do 2	J. Cain	1 quart whiskey	do	do
do 3	G. Blewson	1 do	do	do
do 3	Mr Dallis.....	1 1/2 quarts whiskey	do	J. A. Todd
do 4	— Hall.....	Some brandy.....	do	W. Freeman
do 4	Mrs Hull	1 quart whiskey	do	W. J. Roe
do 4	G. Blewson.....	1 do	do	W. Freeman
do 4	— Taylor.....	1 quart spirits	do	W. Ranney
do 5	J. Cain	1 quart whiskey	do	W. Freeman
do 5	Mrs St. Johns.....	1 do	do	J. A. Todd
do 5	Mrs Howson.....	1 do	do	W. J. Roe
do 5	J. B. Dayfoat.....	1 do	do	do
do 6	Mrs Hicks.....	1 pint spirits	do	W. Ranney
do 6	Mrs Gaskin.....	1 quart whiskey.....	do	J. A. Todd
do 7	J. Greer.....	1 do	do	W. Freeman
do 7	J. Cain	1 do	do	do
do 7	Mr McKinnon.....	1 pint spirits	do	W. Ranney
do 7	Mrs Hicks.....	1 do	do	do
do 8	Mrs Lyons.....	1 quart whiskey.....	do	W. J. Roe
do 8	H. Gaul.....	1 bottle whiskey.....	do	W. Freeman
do 8	John Wilson.....	1 1/2 quarts whiskey.....	do	W. J. Roe
do 8	— McKinnon.....	1 pint spirits	do	W. Ranney
do 8	Mr Blewson.....	1 quart do	do	do
do 8	Mrs Dunlop.....	1 pint whiskey.....	do	S. Webster
do 8	W. Martin.....	1 quart whiskey	do	J. A. Todd
do 8	St. John.....	1 bottle brandy.....	do	S. Webster
do 8	J. Greer.....	1 quart whiskey	do	W. Freeman
do 9	R. Howson.....	1 bottle wine.....	do	S. Webster
do 10	J. Hicks.....	1 quart brandy.....	do	J. A. Todd
do 10	R. D. Storey.....	1 bottle porter.....	do	J. H. McCullam
do 11	— McKinnon.....	1 pint spirits.....	do	W. Ranney
do 12	Mr Cass	1 bottle brandy.....	do	S. Webster
do 12	Mrs McClellan.....	1 quart do	do	J. A. Todd
do 12	A. McDonald.....	1 quart whiskey	do	W. Freeman
do 13	N. Buttler.....	1 do	do	do
do 13	J. Cain	1 do	do	do
do 14	Mrs Grudon.....	1 quart spirits	do	W. Ranney
do 15	R. McGarr.....	1 quart whiskey	do	W. Freeman

C.—RETURN of Liquors sold by Geo. E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Sept. 15	Mr. Lea.....	1 quart whiskey	Medicinal	Dr. W. J. Roe
do 15	W. Dunlop.....	1 do	do	W. Freeman
do 15	J. Cain.....	1 do	do	do
do 15	D. G. Robinson.....	1 pint whiskey	do	do
do 17	Mr Hall.....	1 bottle porter.....	do	do
do 17	Mr Sively.....	1/2 quart brandy.....	do	J. A. Todd
do 17	Phos Brown.....	1 quart whiskey	do	W. Freeman
do 17	J. Cain.....	1 do	do	do
do 18	Mr Stull.....	1 do	do	S. Webster
do 18	— Armstrong.....	1/2 do	do	J. A. Todd
do 19	J. Cain.....	1 do	do	W. Freeman
do 19	Mr. Stull.....	1 quart spirits.....	do	W. Ranney
do 19	J. Greer.....	1 quart whiskey	do	W. Freeman
do 19	F. Proctor.....	1 pint whiskey	do	J. A. Todd
do 19	P. Hicks.....	1 do	do	do
do 20	Mrs Grandon.....	1 quart spirits	do	W. Ranney
do 20	C. C. Roe.....	1 pint sherry.....	do	W. J. Roe
do 20	— McKinnon.....	1 pint spirits.....	do	W. Ranney
do 21	Mr Farmer.....	1 pint whiskey.....	do	J. A. Todd
do 21	W. Orr.....	1 do	do	do
do 22	Mr Taylor.....	1 quart whiskey.....	do	S. Webster
do 22	Mr Bell.....	1 do	do	do
do 22	— Greer.....	1 do	do	do
do 22	Mr Dunlop.....	1 do	do	W. Freeman
do 23	J. Cain.....	1 do	do	do
do 24	Mrs Westmore.....	1 do	do	J. A. Todd
do 24	R. Nixon.....	1 quart whiskey	do	J. H. McCullough
do 24	G. Blewen.....	1 do	do	W. Freeman
do 24	Mr Hicks.....	1 pint whiskey	do	J. A. Todd
do 24	Mr Grandon.....	1 quart spirits	do	W. Ranney
do 24	J. Cain.....	1 do whiskey.....	do	W. Freeman
do 26	Miss Rutledge.....	1 bottle brandy.....	do	S. Webster
do 25	Miss Blewen.....	1 quart spirits.....	do	W. Ranney
do 25	Mrs Leslie.....	1 bottle brandy.....	do	S. Webster
do 26	H Gain.....	1 pint ale	do	W. Freeman
do 26	Mrs Grandon.....	1 quart whiskey	do	W. J. Roe
do 26	Mr H cks.....	1 do rye whiskey.....	do	S. Webster
do 27	— McKinnon.....	1 pint spirits.....	do	W. Ranney
do 27	Mr Grandon.....	1 quart spirits.....	do	do
do 28	J. Cain.....	1 do	do	W. Freeman
do 28	Mrs Grandon.....	1 do	do	W. Ranney
do 28	Mr Blewen.....	1 do	do	do
do 29	F. Morton.....	1 quart whiskey	do	W. Freeman
do 29	J. Gibbs.....	1 do spirits.....	do	W. Ranney
do 29	— Hainer.....	1 pint whiskey.....	do	W. Freeman
do 29	Mr Blewen.....	1 quart spirits.....	do	W. Ranney
do 29	— McKinnon.....	1 pint do	do	do
do 29	Mr Nichol.....	1 quart spirits.....	do	S. Webster
do 29	J. Cain.....	1 do	do	W. Freeman
do 29	G. Blewen.....	1 do	do	do
do 29	Mr Wilson.....	1 do	do	J. A. Todd
do 30	J. Greer.....	1 do	do	W. Freeman
Oct. 1	J. Cain.....	1 quart whiskey	do	do
do 1	— McKinnon.....	1 pint spirits	do	W. Ranney
do 1	J. Torr.....	1 do whiskey.....	do	W. J. Roe
do 1	J. Cain.....	1 quart do	do	do
do 1	R. Cork.....	1 pint do	do	W. Freeman
do 1	Mr Hull.....	1 quart do	do	W. J. Roe
do 1	A. Lawson.....	1 do spirits.....	do	W. Ranney
do 1	Mr Farber.....	1 do whiskey.....	do	S. Webster
do 2	— Mathews.....	1 bottle spirits.....	do	do
do 2	Mr Cook.....	1 pint rye whiskey...	do	do
do 2	— Howson.....	1 quart brandy	do	W. J. Roe

C.—RETURN of Liquors sold by Geo. E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Oct. 3	Mrs Ross	1 quart whiskey.....	Medicinal	Dr. W. Freeman
do 3	Mrs O' Riley	1 do	do	do
do 3	— McKinnon.....	1 pint spirits	do	W. Ranney
do 4	Mr Morris.....	1 do whiskey	do	W. Freeman
do 4	Mr Hall.....	Some brandy.....	do	do
do 4	J. Cain.....	1 quart whiskey	do	do
do 5	— McKinnon	1 pint spirits	do	W. Ranney
do 5	— Barber.....	1 quart spirits.....	do	do
do 6	Mrs Grandon	1 do	do	do
do 6	Mrs Hull	1 quart whiskey	do	W. J. Roe
do 6	Mrs Hall	1 do	do	W. Freeman
do 7	Mrs McOlellan.....	1 pint whiskey	do	J. A. Todd
do 7	S. Gillmor.....	1 do	do	do
do 8	Mr Young	1 quart spirits	do	W. Ranney
do 8	Mrs Thomas.....	1 pint whiskey	do	J. A. Todd
do 8	J. Cain.....	1 quart do	do	W. Freeman
do 8	P. Hicks.....	1 pint do	do	do
do 9	— McLean	1 pint spirits.....	do	W. Ranney
do 9	— McKinnon	1 do	do	do
do 9	Mr Howson.....	1 quart whiskey	do	J. A. Roe
do 11	D. G. Holman	1 pint do	do	W. Freeman
do 11	J. Cain.....	1 quart do	do	W. J. Roe
do 11	Mr Howson.....	1 do brandy.....	do	do
do 12	Thos. Scott.....	2 quarts whiskey	do	J. A. Todd
do 12	W. Winan.....	1 quart of wine.....	Sacramental.....	W. G. Wallace
do 12	Mrs. Leslie	A lot of brandy.....	Medicinal	S. Webster
do 12	— McKinnon	1 pint spirits	do	W. Ranney
do 12	Mr Kennedy.....	1 bottle brandy.....	do	S. Webster
do 13	H. Crawshaw.....	1 pint whiskey	do	J. A. Todd
do 13	R. C. Caswell	Native wine	Sacramental	Rector English Church
do 13	Mr Spereman	1 pint whiskey	Medicinal	Dr. J. A. Todd
do 13	Mr Gibbins.....	½ dozen porter	do	S. Webster
do 13	J. Cain.....	1 quart whiskey	do	W. Freeman
do 13	Jos. Belish.....	1 do rye whiskey	do	— McKinnon
do 13	— McKinnon.....	1 pint spirits.....	do	W. Ranney
do 13	Mr Glass.....	1 do	do	do
do 13	J. Cain.....	1 quart whiskey	do	W. Freeman
do 17	Miss B. McAlpin	1 do do	do	do
do 17	Mr Stull.....	1 do spirits.....	do	W. Ranney
do 18	Mr McKinnon.....	1 pint do	do	do
do 18	Mr H. Bell.....	1 do whiskey.....	do	J. A. Todd
do 19	Mrs McOlellan.....	1 quart do	do	do
do 19	Robt. Gwate.....	2 quarts spirits.....	do	Chas. Robinson
do 19	A. Robinson	1 pint whiskey	do	W. Freeman
do 19	Mrs Howson.....	1 quart brandy	do	W. J. Roe
do 19	Mr Culloon.....	1 pint wine.....	do	J. A. Todd
do 19	J. Cain.....	1 quart whiskey.....	do	W. Freeman
do 20	— McLean	1 pint do	do	J. A. Todd
do 20	A. Fry.....	1 quart do	do	W. Freeman
do 20	Mr Stull.....	1 do rye whiskey	do	S. Webster
do 20	do	1 do spirits.....	do	W. Ranney
do 20	A. Cooper.....	1 pint whiskey	do	J. A. Todd
do 20	— Bullavant.....	1 quart spirits.....	do	W. Ranney
do 22	Mr Stull.....	1 do do	do	do
do 22	Mr Kickly.....	1 do whiskey	do	S. Webster
do 22	J. Cain.....	1 do do	do	W. Freeman
do 23	Mr Kennedy.....	1 bottle brandy.....	do	S. Webster
do 23	Mr Cain.....	1 quart whiskey	do	W. J. Roe
do 24	Mr Young.....	1 do spirits.....	do	W. Ranney
do 24	R. D. Storey.....	6 bottles ale	do	M. D. Starr
do 24	Mrs. O'Reilly.....	1 quart spirits.....	do	W. Ranney
do 25	Mr J. Lee.....	1 bottle gin.....	do	W. Freeman
do 25	E. Tyrrell.....	1 quart wine.....	do	do
do 26	Mr Shipley.....	1 do brandy.....	do	W. Ranney

C.—RETURN of Liquors sold by Geo. E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
Oct. 26	J. Cain	1 quart whiskey	Medicinal.....	Dr. W. Freeman
do 27	Mr Gordon.....	1 do spirits.....	do	W. Ranney
do 27	J. Cain.....	1 quart whiskey.....	do	W. Freeman
do 27	Mr Scott.....	1 do	do	S. Webster
do 27	Mr Bragan.....	1 do	do	W. J. Roe
do 27	Mr Givin.....	1 do	do	do
do 27	Mr J Greer.....	1 do	do	W. Freeman
do 29	J Cain.....	1 do	do	do
do 29	Mr Cracy.....	1 do	do	W. J. Roe
do 29	Mr Howson.....	1 quart brandy.....	do	do
do 30	J. Cain.....	1 do whiskey.....	do	W. Freeman
do 30	A. Lawson.....	1 do spirits.....	do	W. Ranney
do 30	Mrs Grandon.....	1 do whiskey.....	do	S. Webster
do 30	McKinnon.....	1 do do	do	W. Ranney
do 31	J. Cain.....	1 do do	do	W. Freeman
do 31	Mr Butler.....	1 do spirits.....	do	W. Ranney
do 31	Mr Thompson.....	1 pint brandy.....	do	W. J. Roe
Nov. 2	Mr S. Dalton.....	1 pint whiskey.....	do	J. A. Todd
do 2	Mrs T. Watson.....	1 do	do	Wm. Freeman
do 3	Mr Green.....	1 quart whiskey	do	S. Webster
do 3	Mr P. Hicks.....	1 do	do	Wm. Freeman.
do 5	Mrs W. Austin.....	Gin	do	do
do 6	Mr J. Early.....	1 quart spirit.	do	Wm. Ranney
do 6	Mr Dayfoot.....	1 do	do	W. J. Roe
do 6	Mr Blewn.....	1 do	do	Wm. Ranney
do 7	Mr J. Cain.....	Whiskey.....	do	Wm. Freeman.
do 7	Mr Chipley.....	1 pint spirit	do	Wm. Ranney
do 7	Mr S. Phillips.....	Wine and brandy.....	do	Wm. Freeman
do 8	Mr H. Graham.....	1 pint whiskey.....	do	J. A. Todd
do 8	Mrs Cross.....	Brandy.....	do	S. Webster
do 9	Mr J. Cain.....	1 quart whiskey.....	do	Wm. Freeman.
do 9	Mr Noble.....	1 pint gin	do	S. Webster
do 9	Mr Mitchell.....	1 pint brandy.....	do	Wm. Ranney
do 9	Mr Robinson.....	1 quart spirit.....	do	do
do 10	Mr J. Cain.....	1 do whiskey.....	do	Wm. Freeman.
do 10	Mr Taylor.....	1 do spirit.....	do	Wm. Ranney
do 10	Mrs Drummond.....	1 do gin	do	Wm. Freeman.
do 10	Mr St John.....	Whiskey.....	do	J. A. Todd
do 10	Mr McNicol.....	1 quart brandy.....	do	Wm. Ranney
do 10	Mr Young.....	1 do whiskey.....	do	S. Webster
do 10	Mr Creeleman.....	1 do brandy.....	do	W. J. Roe
do 12	Mr Taylor.....	1 do spirit.....	do	Wm. Ranney
do 12	Mr Robinson.....	1 pint spirit	do	do
do 13	do	1 do	do	do
do 13	Mr J. Cain.....	1 quart whiskey.....	do	Wm. Freeman.
do 13	Mrs Batchelor.....	do	do	J. A. Todd
do 14	Mr G. Horton.....	1 pint spirit	do	Wm. Ranney
do 15	Mr Butler.....	1 quart do	do	do
do 15	Mr H. Spies.....	1 pint port wine.....	do	J. A. Todd
do 16	Mr. Taylor.....	1 quart spirits.....	do	Wm. Ranney
do 16	Mrs Carswell.....	1 pint port wine.....	do	do
do 16	H. Spies.....	1 do	do	J. A. Todd
do 16	J. Cain.....	1 quart whiskey.....	do	Wm. Freeman.
do 16	Mr Bullifant.....	1 do	do	J. A. Todd
do 17	Mrs St. John.....	1 quart rye.....	do	S. Webster
do 17	Mr Law: on.....	1 bottle whiskey.....	do	Wm. Ranney
do 17	J. Greer.....	1 pint do	do	Wm. Freeman
do 17	Miss White.....	1 do do	do	S. Webster
do 17	Mrs. McConley.....	1 bottle brandy.....	do	do
do 19	A. Wheeler.....	1 quart whiskey.....	do	W. J. Roe
do 19	Mr Butler.....	1 pint spirits.....	do	Wm. Ranney
do 20	J. Freestone.....	1 pint whiskey.....	do	Wm. Freeman
do 20	Mrs Hull.....	1 do	do	do
do 20	J. Cain.....	1 quart whiskey.....	do	do

C.—RETURN of Liquors sold by Geo. E. Morrow, Georgetown, &c.—*Concluded.*

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883				
Nov. 22	Mr. Greet.....	1/2 quart whiskey.....	Medicinal.....	Dr. W. J. Roe
do 22	Mr Stull.....	1 do.....	do.....	S. Webster
do 23	Mr. McClellan.....	1/2 do.....	do.....	J. A. Todd
do 23	Mrs Hull.....	1 do.....	do.....	W. J. Freeman
do 23	Mr Shipley.....	1 bottle brandy.....	do.....	Wm. Ranney
do 23	J. Cain.....	1 quart whiskey.....	do.....	Wm. Freeman
do 24	Mr Kennedy.....	1 do brandy.....	do.....	S. Webster
do 24	Mr Law.....	1 quart whiskey.....	do.....	W. J. Roe
do 24	Mrs McClellan.....	1 do.....	do.....	J. A. Todd
do 25	R Bennett.....	1 do.....	do.....	Wm. Freeman
do 26	McAlpine.....	1 do.....	do.....	S. Webster
do 27	Mr Early.....	1 quart spirits.....	do.....	Wm. Ranney
do 27	J. Cole.....	1/2 quart whiskey.....	do.....	J. A. Todd
do 27	Mr Nixon.....	1 pint brandy.....	do.....	S. Webster
do 28	Mr Bullifant.....	1/2 quart whiskey.....	do.....	J. A. Todd
do 28	J. Cain.....	1 do.....	do.....	Wm. Freeman
do 28	Mr Robinson.....	1 quart spirits.....	do.....	Wm. Ranney
do 29	Mr Thompson.....	1 bottle gin & brandy.....	do.....	S. Webster
do 30	J. Cain.....	1 quart whiskey.....	do.....	Wm. Freeman
Dec. 1	Mr Burke.....	1 pint whiskey.....	do.....	W. J. Roe
do 1	Mr McPherson.....	1 quart do.....	do.....	S. Webster
do 1	Mr St. John.....	1 do do.....	do.....	do
do 1	Mr McEniney.....	1 pint do.....	do.....	W. J. Roe
do 3	Mr A. W. Alpin.....	1 quart do.....	do.....	W. Freeman
do 4	Mr Lindsay.....	1 do spirits.....	do.....	W. Ramsay
do 5	Mrs Cardinal.....	1 pint whiskey.....	do.....	J. W. Todd
do 5	Mrs Hull.....	1 do.....	do.....	W. Freeman
do 6	Mr Young.....	1 quart spirits.....	do.....	W. Ramsay
do 7	Mrs Grandon.....	1 do whiskey.....	do.....	W. Freeman
do 7	Mr D. Clute.....	2 quarts whiskey.....	do.....	S. Webster
do 8	Mr Henry.....	1 quart spirits.....	do.....	W. Ramsay
do 8	S. Phillips.....	Brandy.....	do.....	W. Freeman
do 8	Mr Copeland.....	1 pint whiskey.....	do.....	J. A. Todd
do 9	Mr Townsend.....	1 quart do.....	do.....	S. Webster
do 10	J. Cain.....	1 do do.....	do.....	W. Freeman
do 10	Mrs Clerridge.....	Whiskey.....	do.....	J. A. Todd
do 11	Mr Early.....	1 quart spirits.....	do.....	W. Ramsay
do 12	Mr Wylie.....	1 do brandy.....	do.....	S. Webster
do 13	Mr McNabb.....	2 quarts port wine.....	do.....	W. Ramsay
do 13	Mrs Hull.....	1 pint whiskey.....	do.....	W. J. Roe
do 13	Mr Cook.....	1 do.....	do.....	do
do 14	Dr. Roe.....	1 quart brandy.....	do.....	do
do 15	J. Binn.....	1 do whiskey.....	do.....	W. Freeman
do 15	Mr Kennedy.....	1 do brandy.....	do.....	S. Webster
do 16	Mr Wheeler.....	1 do whiskey.....	do.....	W. J. Roe
do 16	Miss W. Aitkins.....	1 do do.....	do.....	J. A. Todd
do 17	M. G. Gebbs.....	1 do spirits.....	do.....	W. Ramsay
do 17	H. Whitesides.....	1 do do.....	do.....	do
do 18	Dr. Ramsay.....	1 pint do.....	do.....	do
do 19	Mr Young.....	1 quart do.....	do.....	do
do 20	Miss Ranney.....	1 pint do.....	do.....	do
do 20	do.....	1 do do.....	do.....	do
do 21	Mrs Hull.....	Whiskey.....	do.....	W. Freeman
do 22	Mr Conante.....	1 quart whiskey.....	do.....	S. Webster
do 22	Miss Scott.....	Whiskey.....	do.....	do
do 22	Mr Cook.....	1 pint whiskey.....	do.....	W. J. Roe
do 22	Mr Bullefant.....	1 quart do.....	do.....	J. W. Todd
do 22	J. Cain.....	1 do do.....	do.....	W. Freeman
do 24	Mr Wilson.....	1 do do.....	do.....	S. Webster
do 24	Mr Ruttridge.....	1 do brandy.....	do.....	W. J. Roe
do 24	A Wheeler.....	Whiskey.....	do.....	W. Freeman
do 24	Mr Thornton.....	1 pint whiskey.....	do.....	S. Webster
do 24	Mr O'Riley.....	1 quart brandy.....	do.....	W. Freeman
do 24	J. Bullivant.....	1 do.....	do.....	do

C.—RETURN of Liquors sold by George E. Morrow, Georgetown, &c.—Continued.

Date.	Name of Purchaser.	Name and Quantity sold.	Purpose required.	Physician or Clergyman.
1883.				
Dec. 26	Miss Ranney.....	1 pint spirits.....	Medicinal.....	Dr. W. Ranney
do 27	Mrs Hull.....	1 do whiskey.....	do.....	W. Freeman
do 27	John Wilson.....	Gin.....	do.....	do
do 28	Miss Ranney.....	1 pint spirits.....	do.....	W. Ranney
do 28	J. Cain.....	1 quart whiskey.....	do.....	W. Freeman
do 29	Mr Wheeler.....	1 do.....	do.....	W. J. Roe
do 29	A. Devereux.....	1 bottle brandy.....	do.....	W. Freeman
do 31	Mr Brown.....	1 do do.....	do.....	do
do 31	W. E. Fletcher.....	1 do ale.....	do.....	do

D.

BURLINGTON, March 17th, 1884.

W. C. STRATTON, Esq.

DEAR SIR,—Your letter of the 14th to hand in regard to the returns of the spirit sold by me during the year of 1884. I am very sorry for the delay, as I was not aware any returns had to be made. Please write me full particulars and I will attend to them immediately.

I remain,

Your obedient servant,

ARCHDALE, WILSON & CO.

P. O. Box 95.

Per T. L. C.

RETURN

(30*d*)

To an ORDER of the HOUSE OF COMMONS dated 28th March, 1884 ;—For a Return of all Certificates given by Medical men, under the Temperance Act, 1878, in Prince County, Prince Edward Island, since that Act came into force in that County, showing by whom granted, to whom granted, and dates when granted.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is printed for distribution only.]*

RETURN

(30e)

To an ADDRESS of the HOUSE OF COMMONS, dated 24th January, 1884 :—

For copies of Judgments of the Supreme Court of Canada, not already brought down, on the question of the Legislative power with reference to the regulation of the Sale of Intoxicating Liquors, and of the judgment of the Judicial Committee of the Privy Council, in the case of Hodge against the Queen, on the same subject, and of the Shorthand Writers' notes of the proceedings before the Committee, and of any Correspondence in connection with the case, and also for copies of the Shorthand Writers' notes of the proceedings before the Committee in the case of Russell and the Queen.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
12th April, 1884.

OTTAWA, 29th March, 1884.

SIR,—With reference to the Address to His Excellency the Governor General, praying that he will cause to be laid before the House of Commons copies of judgments of the Supreme Court of Canada, not already brought down on the question of the legislative power with reference to the regulation of the sale of intoxicating liquors, and of the judgment of the Judicial Committee of the Privy Council, in the case of Hodge against the Queen, on the same subject, and of the shorthand writers' notes of the proceedings before the Committee, and of any correspondence in connection with the case; and also for copies of the shorthand writers' notes of the proceedings before the Committee in the case of Russell and the Queen, I have the honor to state that :

1. On the 19th day of June, 1883, judgment was given in the Supreme Court of Canada in the case of Poulin *vs.* the Corporation of the City of Quebec. This judgment has not been published, and no copy of it is in the Department. You will be able to obtain a copy on application to Mr. G. Daval, the Précis Writer of the Court.

2. I enclose a copy of the judgment of the Judicial Committee of the Privy Council in the case of Hodge *vs.* the Queen, on the same subject, and a copy of the shorthand writers' notes in the proceedings before the Committee, and the correspondence in connection with the case.

3. The Department is not in possession of the shorthand writers' notes in the proceedings before the Judicial Committee in the case of Russell and the Queen. I think, however, you could obtain a copy on application to Mr. Justice Gwynne, who, I learn, is willing to part with it on payment of the expense which he incurred in obtaining it.

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

GEO. W. BURBIDGE, *D. M. J.*

GRANT POWELL, Esq., Under Secretary of State.

POULIN VS. QUEBEC CORPORATION.

Ritchie, C. J. :

I cannot see how it can be said that prohibition will not lie, without first determining whether the Act is *ultra vires* or not, for, if the Act is *ultra vires*, then I can see no reason why prohibition would not be a proper remedy, because there could then be no pretence that the Recorder's Court could have jurisdiction over an offence alleged to be created by a statute which had no legal existence; but, holding the Act to be *intra vires*, I fully appreciate the position taken by Mr. Justice Ramsay, that the Recorder's Court having jurisdiction over the subject matter legislated on, however badly it may judge, it cannot be stopped by prohibition on the pretext that it has misconstrued the Act.

Mr. Justice Ramsay clearly acted on this view, for before holding that prohibition would not lie, he expressly held that the Local Legislature had authority to prohibit or regulate the sale of liquors in saloons or taverns on Sundays or at particular times as being purely a matter of police regulation, and consequently within the powers of municipal corporations.

When, in the case of the Queen and the Justices of Kings, I was called upon to adjudicate on the right of the Provincial Legislatures to prohibit absolutely the sale of spirituous liquors, and I arrived at the conclusion that the legislative power to do this rested with the Dominion Parliament, I advisedly and carefully guarded the enunciation of that conclusion in these words: "We by no means wish to be understood that the Local Legislatures have not the power of making such regulations for the government of saloons, licensed taverns, &c., and sale of spirituous liquors in public places, as would tend to the preservation of good order and prevention of disorderly conduct, rioting or breaches of the peace. In such cases, and possibly others of a similar character, the regulations would have nothing to do with the trade or commerce, but with good order and local government, matters of municipal police, and not of commerce, and which municipal institutions are peculiarly competent to manage and regulate."

I still think as I did then, that a provision such as Section I of the 42nd and 43rd Vic., chap. 4, of the Quebec Act, is within the legislative authority of the Provincial Legislature, as being simply a local police regulation, and which the Local Legislature has, as incident to its power to legislate on matters in relation to municipal institutions, a right to enact.

As at the time of passing this Act, and at the time of the committing of and conviction for the alleged breach of the law, there was no Dominion legislation contravening, in any way, the provisions of this provincial law, it is not necessary for the purposes of deciding this case to inquire or determine if, and in what particulars, and to what extent, the legislation of either will prevail over that of the other, when the Dominion Parliament, in legislating for the peace, good order, &c., of the Dominion, or on the subject of trade and commerce in connection with the traffic in intoxicating liquors, should the Dominion legislation conflict with the provincial.

In the view I take of the inapplicability of the remedy by prohibition, the Act being in my opinion *intra vires*, it is unnecessary to express any opinion as to the construction of the first section, 42 and 43 Vic., chap. 4, though I by no means wish it to be understood that I think the construction placed on the Statute by the Recorder's Court incorrect. I merely express no opinion on it, as not being necessary for the determination of the case before us.

Mr. Justice Strong delivered a written judgment in favor of the respondents, which the reporter has been unable to obtain.

Fournier J., concurred with the Chief Justice, and was also of opinion that the appeal should be dismissed.

Henry, J. :

Independently of the question—the main one argued before us—of the constitutionality of the Statute under which the prosecution in this case was commenced, there are two others demanding our previous consideration.

The particular section of the Act in question is as follows: "Every person licensed or not licensed, to sell by retail, in quantities less than three half pints in any city, town or village whatsoever, spirituous liquors, wine, beer, or temperance liquors, shall close the house or building in which such person sells or causes to be sold, or allows such liquors to be sold, on any and every day of the week from midnight until five o'clock in the morning, and during the whole of each and every Sunday in the year, and during the same period no person shall sell, or cause or allow to be sold or delivered in such house or building, or in any other place, spirituous liquors, wine, beer, or temperance liquors, the whole under a penalty for each and every infringement of the present provisions, of a fine not less than \$30 and not exceeding \$75 and costs, and in default of payment of such fine, to an imprisonment for a period not exceeding three months in the common gaol of the district in which the said infringement has occurred." The appellant was prosecuted under that section by the respondent corporation in the Recorder's Court of the city of Quebec, and the charge against him is that "on Sunday, the 18th day of January, 1880, the said defendant (now appellant) has not closed during the whole of the day the house or building in which the said defendant sells, causes to be sold, or allows to be sold, spirituous liquors by retail in quantity less than three half pints at a time, the said house or building situate at the corner of St. John and St. Ursule streets, in the city of Quebec."

The first question then is, does the charge against the appellant, as so stated, of not keeping closed on the Sunday, namely, his house or building, he being a person holding a license to sell spirituous liquors in quantities less than three half-pints, render him liable to the penalty imposed by that section, or, in case of failure to pay the fine as therein mentioned, to be imprisoned for a period not to exceed three months? Penal Statutes are to be strictly construed; and, if the construction is reasonably doubtful as to the offence created by a penal Act, we are bound by every authority to declare it inoperative to that extent. A penal offence must be reasonably certain; and if open to two constructions, it cannot be so. There are two provisions in the section, one obliging the keeping closed, during every Sunday, the house or building in which a person sells liquors; the other, forbidding the selling, during the same period, in such house or building, or in any other place, spirituous liquors, wine, beer, or temperance drinks, "the whole under a penalty for each and every infringement of the present provisions of a fine." The second provision is coupled to the first by the copulative "and," which makes, as I read the section, the one a part of the other, and requiring a breach of both to constitute the offence, "the whole under a penalty for each and every infringement of the present provisions." The penalty is for the infringement of the present provisions—that is, a breach of *both*. When the provisions are connected by the word "and"—I read the section and construe it as if, instead of the words used, the provision was worded thus: "And during the same period shall not sell, &c., in such house or building, or in any other place, spirituous liquors, &c."—the whole, that is for not closing the house and for selling spirituous liquors, &c., under a penalty, &c. We are to construe the language of a Statute as it is commonly used and understood. We may speculate as to what the Legislature *intended*; but we are bound to ascertain the true meaning of a Statute by its own language; and if thereby we are forced to any particular conclusion, we are not permitted to say that the Legislature meant other than what the language used warrants. If the two provisions had been coupled by the disjunctive "or," with suitable accompanying language, we might be disposed and permitted to give a different construction to that part of the section which creates the penalty for infringement. An opposite construction would be, at all events, open to serious doubts, and the double penalty should not, therefore, be imposed. I am of opinion that the writ against the appellant charges no complete offence, but merely one of two ingredients necessary to constitute it. No offence in law being charged, there could be no valid conviction.

The other—although not raised on the argument—is taken by one of the learned judges in the court below and, therefore, is entitled to consideration. The learned

judge referred to, gave it as his opinion, that "prohibition" does not lie in this case and that the writ should be quashed under the decision in the case of *Lord Camden vs. Horne* (4 T. R. 396) but more especially from the dicta of Mr. Justice Buller in that case. I have studied that case and the dicta referred to. The learned judge referred to, in his judgment in that case said: "Whatever may be passed in the several cases on this subject in the last century, the grounds for granting and refusing prohibitions are not clearly and accurately defined. If the court below have jurisdiction over the subject, and though they mistake in their judgment, it is no ground for a prohibition, but is only a matter of appeal. Another rule equally clear, is that after the sentence the Courts of Common Law never grant a prohibition to inferior courts, unless the want of their jurisdiction appear on the face of the libel." I will deal with the matter before us in the light of the two rules so laid down.

In the first place, as to the jurisdiction of the Recorder's Court over the subject. If I am right in my construction of the section before given, can it be said that that court had jurisdiction to try as an offence what was not one? The prosecution against the appellant was to cause the imposition of the penalty upon him for not keeping his house closed on a Sunday. If that was *per se* an offence for which no penalty was imposed, how could the Recorder's Court give itself jurisdiction to try what was not an offence? and to impose a penalty under circumstances unauthorized by the section? As I construe the Statute, he would have jurisdiction only where the two provisions were alleged to have been infringed. I think, therefore, the prohibition in this respect was properly awarded, and the want of jurisdiction was sufficiently apparent on the face of the process by which the prosecution was commenced. I think this case is, therefore, within the terms of the two legal propositions asserted by Mr. Justice Buller.

The writ of prohibition in this case was issued after judgment. Lloyd, in his treatise on the writ of prohibition at page 11, says: "No prohibition can, therefore, go before the commencement of the action, but as soon as the action is commenced, for instance as soon as the plaint is entered in the new County Court, the application may be made. This, however, can only be done in cases where the defect of jurisdiction appears on the face of the pleadings." At page 12: "It has long been settled that whenever the want of jurisdiction appears on the face of the proceedings, prohibition will go after judgment. It is thus laid down in all the old authorities, and this doctrine has been frequently confirmed since, and is now fully established on practice. (See *Roberts vs. Hamby*, 3 M. and W. 120, *Jones vs. Jones*, 17 L. J. Q. B., 170.) So if the matter be apparent on the face of the proceedings, it will go after appeal, though the parties have thereby affirmed the jurisdiction of the inferior court (*Gooch vs. Bishop of London*, St. 870)." In *Buggin vs. Bennett* (4 Burr, 2037) Lord Mansfield said: "If it appears on the face of the proceedings that the court below have no jurisdiction, a prohibition may issue at any time either before or after sentence, because all is a nullity; it is *coram non iudice*."

There is a case to be found (*Jones vs. Owen*, 18 L. J. Q. B., 8) where a prohibition was granted by the Court of Queen's Bench in 1848, which overrules the judgment attributed to Mr. Justice Buller, and which goes to show that the writ is grantable even if the court to which it is directed had jurisdiction over the subject matter, and even after the judgment was executed.

Several other cases with the same result are cited by Lloyd. I am of opinion the writ of prohibition in this case was properly issued after judgment.

I am, for the reasons given, of the opinion that the appeal here should be allowed, and that the prohibition should be sustained with costs.

Taschereau, J. :—

The Act 42-43 Vict., chap. 4, sec. 1, enacts that:—"Every person licensed or not licensed to sell by retail in quantities less than three half pints in any city, town or village whatsoever, spirituous liquors, wine, beer, or temperance liquors, shall close the house or building in which such person sells or causes to be sold, or allows such

liquors to be sold, on any and every day of the week from midnight until five o'clock in the morning, and during the whole of each and every Sunday in the year; and during the same period, no person shall sell, or cause, or allow to be sold or delivered in such house or building, or in any other place, spirituous liquors, wine, beer or temperance liquors, the whole under a penalty for each and every infringement of the present provisions, of a fine not less than thirty dollars and not exceeding seventy-five dollars, and costs, and in default of payment of such fine, to an imprisonment for a period not exceeding three months in the common goal of the district in which the said infringement has occurred." Under the said Act the present appellant has been prosecuted for that "on Sunday the eighteenth day of January, one thousand eight hundred and eighty, the said defendant (now appellant) has not closed, during the whole of the day, the house or building in which he the said defendant, sells, causes to be sold, or allows to be sold spirituous liquors by retail in quantity less than three half pints at a time, the said house or building situate at the corner of St. John and St. Ursule streets, in the City of Quebec." And, on the 17th of February, 1880, was condemned for the said offence to pay a fine of \$40 and \$1.65 for the costs, and in default of payment of the said sums, to an imprisonment in the common gaol of the district of Quebec for a term of two months. One of the grounds (one taken at the trial before the Recorder) upon which the appellant impugns that conviction, is that it is not authorized by the Statute, as no penalty is, as he contends, imposed thereby for keeping open on Sunday a house or building where liquors are usually retailed; his contention being that the penalty imposed by this latter part of the section, for every infringement of the present provisions, must be read as applying only to the selling, the causing to be sold, the allowing to be sold, the allowing to be delivered, spirituous liquors, in such house or building or in any other place. I think that this objection is well taken. The clause is ambiguous, and the appellant is entitled to the strict construction that must be given to all penal Statutes. Assuming, but without deciding that it had power to do so, the Legislature has no doubt made it an offence to keep a tavern open on Sunday, but as I read this Statute, no penalty is provided for that offence. It, then, is simply an indictable misdemeanor, according to the Federal Act, by which it is decreed that:—

"Any wilful contravention of any Act of the Legislature of any of the Provinces within Canada, which is not made an offence of some other kind, shall be a misdemeanor and punishable accordingly."

I am of opinion that the penalty imposed upon the appellant by the Recorder, and that the conviction against him was not authorized by the Statute, and that the conviction against him is a complete nullity. The Recorder cannot have had jurisdiction to impose a penalty that the Statute does not enact or authorize. The whole proceedings before him were *coram non jure*, even if the Act in question was *intra vires*.

In the Province of Quebec there are a number of cases where the prohibition has been held to lie in such a case. I would not, in fact, have any doubt upon the subject, if it was not for what has been said by some of my learned brothers. And while it is undoubtedly true that after a court has proceeded as far as verdict and judgment, or sentence, prohibition will not lie for a want of jurisdiction not apparent upon the record, yet the rule is supported by an overwhelming array of authority that, where the defect or failure of jurisdiction is apparent upon the face of the proceedings, which it is sought to prohibit, the superior tribunal may interpose the extraordinary aid of a prohibition at any stage of the proceedings below, even after verdict, sentence or judgment (High Extr. Legal Rem., Sec 774) and cases therein cited. *Euggin vs. Bennett-Burr*, 2037, Lord Mansfield says: "If it appears upon the face of the proceedings that the court below have no jurisdiction, the prohibition may be issued at any time, either before or after sentence, because all is a nullity; it is *coram non jure*."

Lord Bramwell, in the House of Lords says, in *Enright vs. Penzance* (L. R. 7, App. Cas. 240): "No doubt there are some cases in which an erroneous judgment may be the subject matter either of an appeal, or of a writ of error, and of a prohibi-

tion, but there are others (and this is one of them) in which the error, if there is one, is the subject matter, not of prohibition, but of appeal only."

I am of opinion to allow the appeal.

Gwynne, J.:—

I am of opinion that the Statute in question, namely, 42 and 43 Vic., chap. 4, sec. 1, of the Province of Quebec, does not impose the penalty in that section mentioned upon the person who, although licensed to sell spirituous liquors in quantities in that section mentioned, does not close the house or building in which he sells or causes to be sold such liquors during the whole of the Sunday, unless such keeping open, which I take to be equivalent to not closing such building, is accompanied by the sale or delivery in such house or building of spirituous liquors, wine, beer or temperance liquor. The words of the Statute shortly expressed, so far as is necessary for the decision of the point in question, are: "Every person licensed to sell, &c., by retail, &c., spirituous liquors, &c., shall close the house or building in which such person sells or causes to be sold, &c., during the whole of every Sunday in the year, and during the same period no such person shall sell or cause or allow to be sold or deliver or cause to be delivered in such house or building, &c., spirituous liquors, wine, beer or temperance liquors, the whole under a penalty, for each and every infringement of the present provisions, of a fine not less than \$30 and not exceeding \$75, &c." It appears to me to be free from reasonable doubt that this language does not profess to impose the penalty upon the person so licensed to sell for the not closing alone, without more, of the house or building in which the sale usually takes place.

If the Legislature contemplated the not closing, without more, the house or building during the whole of Sunday, a distinct offence in itself, subjecting the proprietor of the house or building to the penalty, such intention, to say the least, is very inadequately expressed and, I confess, that to my mind it is not clear what would constitute the offence in the absence of the fact of any liquor being sold or delivered to any person in the house or building: for example, whether, if the licensed person usually sells the liquors in a room or shop forming part of the house in which he lives, the whole house is to be closed so that nobody, not even the proprietor, can enter or leave it, or if the door from the street into the room or shop in which the liquors are usually sold constitutes the sole mode of egress and ingress for the proprietor between the house and the street, must that door be so closed that the proprietor himself shall not pass out of it, although to go to church, or on his return re-enter his house by it? Or, if the liquors are all kept in cases behind a bar or counter, would the Statute be sufficiently complied with by keeping the cases and the bar counter locked? or should the keeping closed be considered as being directed against all persons frequenting the house for the purpose of procuring spirituous liquors there?

But we are not now, in my opinion, called upon to decide what state of facts would constitute the committal of the offence of not closing, if not closing, without more, be an offence under the Statute—but whether it is made by the Statute an offence in itself and subject to the penalty mentioned in the Statute—and, in my opinion, it clearly is not. The words "the whole" in the sentence which enacts "the whole under a penalty for each and every infringement of the present provisions of a fine, &c., &c.," seem, I think, to express the intention of the Legislature to be that to subject a person to the penalty, he must be guilty of a violation of the whole of what is prescribed and prohibited in the section, so likewise the use of the words "every infringement of the present provisions" indicate an intention to attach the penalty to each infringement of all the provisions of the section. The penalty is not imposed upon every infringement of any of the present provisions, but upon every infringement of the provisions in the plural, that is of both the provisions of the section, viz.: the keeping open and selling. So reading the Act, it is plain that the complaint charged no offence cognizable under the Statute, and the prohibition was, therefore, rightly granted; and, inasmuch as there is no pretence that any spirituous liquor was sold or

delivered to any person on the occasion referred to in the complaint, the case does not, in my opinion, raise the question whether the Statute which prohibits such sale or delivery be or be not *ultra vires* of the Provincial Legislature, and I do not think that we are called upon to express an opinion upon a point which the facts of the case do not raise, and which is, therefore, unnecessary for the decision of the case before us, and this is the course we pursued in a recent case from New Brunswick.

The appeal, in my opinion, should be allowed with costs.

The court being equally divided, the appeal was dismissed without costs.

True copy.

G. DUVAL, *Précis-Writer, S.C.C.*

Cablegram to Bischoff, London.

DEPARTMENT OF JUSTICE, OTTAWA, 10th November, 1883.

Regina-Hodge-Tramby, Privy Council, case down for hearing, and when?
BURBIDGE.

Cablegram to Burbridge, Ottawa.

LONDON, 12th November, 1883.

Regina-Hodge fixed for Wednesday.

BOMPAS.

TORONTO, 14th January, 1884.

DEAR SIR,—Hodge *vs.* Queen—As you have already been advised, I attended to your instructions respecting the points which you desired should be raised on the argument of this appeal. I did not say to you that I had previously arranged to raise all these points on behalf of my clients. On receipt of your cable, I communicated with Sir Charles Tupper, and with his concurrence ordered for the Government a copy of the short handwriter's notes, which I send you by this day's post, and from these you will be able to gather that the points suggested were fully argued. I also ordered a copy of the judgment, which has just been received, and which I now forward to you. I beg to enclose an account of the disbursements paid out of pocket for the shorthand notes and the copy of the judgment, in all amounting to \$230.22, and shall esteem it a favor if you will remit that amount.

Yours truly,

J. K. KERR.

GEORGE W. BURBIDGE, Deputy Minister of Justice, Ottawa.

THE DEPARTMENT OF JUSTICE IN ACCOUNT WITH JAMES K. KERR.

HODGE *vs.* QUEEN.

To amount of Bompas, Bischoff & Dodgson, charges for shorthand notes, £43 19s. 3d. stg., at 10 p.c. advance.	\$214 92
Agents' charges for copy of judgment, including attorneys, &c., £3 2s. 6d. stg., at 10 p.c. advance.....	15 30
	<hr/>
	\$230 22

OTTAWA, 7th February, 1884.

SIR,—I have the honor to request that you will be good enough to send me a cheque for \$230.22 in favor of Mr. J. K. Kerr, Q.C., in payment of the shorthand notes and copy of judgment in the case of Hodge *vs.* Queen.

From a perusal of Mr. Kerr's letter to this Department, a copy of which is enclosed, you will observe that this expenditure was incurred with the concurrence

of Sir Charles Tupper, High Commissioner, at London who has initialed Mr. Kerr's letter as being correct. Might I ask your early attention to this matter.

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

G. W. BURBIDGE, *Deputy Minister of Justice.*

The Auditor Général, Ottawa.

OTTAWA, 9th February, 1884.

SIR,—I have the honor to enclose you Finance Department cheque No. 10674, on the Bank of Montreal, Ottawa, payable to your order, for the sum of \$230.22, in settlement of account for shorthand notes in the case of the Queen vs. Hodge.

If you have Bompas' receipt the Auditor would like to have it, or a voucher.

I am, Sir, your obedient servant,

G. W. BURBIDGE, *Deputy Minister of Justice.*

J. K. KERR, Esq., Q.C.,

Messrs. Blake, Kerr, Lush & Cassels, Barrister, &c., Toronto.

TORONTO, 12th February, 1884.

DEAR SIR,—Hodge vs. Queen—I am in receipt of your favor enclosing cheque for \$230.22 in settlement of the account for shorthand notes and for copy of judgment in this case. I have not a separate voucher for these charges, but I enclose herewith, for your perusal, the account furnished by Messrs. Bompas, Bischoff & Dodgson, which includes all their charges in connection with the matter, amounting in all to £184 3s. 11d. You will perceive the last entries in the account, namely, November 19 and 20, the items amounting in all to £43 19s. 3d., are charges representing the services rendered and charges paid in connection with the shorthand writers' and stationers' charges for notes, which amount, at 10 per cent. exchange, equals \$214.93. The balance, which is not included in the enclosed account, amounting to £3 2s. 6d. at 10 per cent. exchange equals \$15.29, represents the charge for the copy of judgment, the account for which I have not received from my London agents, but from their letter addressed to me, I have charged the amount based at the rate per folio payable therefor. Be good enough to return the enclosed account to me, as it is my firms' vouchers for others charges to be used on the settlement of the costs of the applicant in connection with this matter.

Yours truly, J. K. KERR.

G. W. BURBIDGE, Deputy Minister of Justice.

Cablegram to Kerr, care of Bompas, London.

DEPARTMENT OF JUSTICE, OTTAWA, 13th Nov., 1884.

Premier desires point pressed. Local Act *ultra vires*. Conflicts with power Parliament to regulate liquor traffic, to make uniform laws regarding trade therein and for peace, order and good government Canada. See Scott Act and Act last Session, with special reference preamble.

BURBIDGE.

Cablegram to Burbidge, Ottawa.

LONDON, 17th November, 1883.

All points pressed; argument last three days, concluded last night. Judgement reserved.

KERR.

PRIVY COUNCIL, LONDON, 15th December, 1883.

Before Lord Fitzgerald, Sir Barnes Peacock, Sir Robert P. Collier, Sir Richard Couch, Sir Arthur Hobhouse.

Hodge, Appellant, and The Queen, Respondent.

Federal and Local Jurisdiction—Liquor License Act of 1877 (Ontario)—Delegation of powers to License Commissioners—Hard labor.

1. The powers conferred by "the Liquor License Act of 1877" (Ontario) are correctly interpreted, to make regulation in the nature of police or municipal regulations of a merely local character for the good government of taverns, &c., licensed for the sale of liquors by retail, and such as are calculated to preserve, in the municipality, peace and public decency, and repress drunkenness and disorderly and riotous conduct. As such they do not interfere with the general regulation of trade and commerce, which belongs to the Dominion Parliament, and do not conflict with the provisions of the Canada Temperance Act.

2. The Legislature of Ontario, in committing certain regulations to License Commissioners, retains its powers intact, and can, whenever it pleases, destroy the agency it has created and set up another, or take the matter directly into its own hands.

3. The "imposition of punishment by imprisonment for enforcing any law," in the B. N. A. Act, includes the power to impose its usual accompaniment "hard labor," and the Provincial Legislature having authority to impose imprisonment, with or without hard labor, had also power to delegate similar authority to the municipal body created by it, called the License Commissioners.

Per Curiam. The appellant, Archibald Hodge, the proprietor of a tavern known as the St. James' Hotel, in the City of Toronto, and who, on the 7th of May, 1881, was the holder of a license for the retail of spirituous liquors in his tavern, and also licensed to keep a billiard saloon, was summoned before the Police Magistrate of Toronto, for a breach of the resolutions of the License Commissioners of Toronto, and was convicted on evidence sufficient to sustain the conviction if the magistrate had authority in law to make it.

The conviction is as follows, viz. :—

" CONVICTION.

"Canada: Province of Ontario, County of York, City of Toronto, to wit:—

"Be it remembered, that on the 19th day of May, in the year of Our Lord one thousand eight hundred and eighty-one, at the City of Toronto, in the County of York, Archibald G. Hodge, of the said city, is convicted before me, George Taylor Denison, Esquire, Police Magistrate in and for the said City of Toronto, for that he, the said Archibald G. Hodge, being a person who, after the passing of the resolution hereinafter mentioned, received, and who, at the time of the committing of the offence hereinafter mentioned, held a license under the Liquor License Act, for and in respect of the tavern known as the St. James' Hotel, situate on York street, within the City of Toronto, on the seventh day of May, in the aforesaid year, at the said City of Toronto, did unlawfully permit, allow, and suffer a billiard table to be used, and a game of billiards to be played thereon in the said tavern, during the time prohibited by the Liquor License Act for the sale of liquor therein, to wit, after the hour of seven o'clock at night on the said 7th day of May, being Saturday, against the form of the resolution of the License Commissioners for the City of Toronto for regulating taverns and shops, passed on the 25th day of April, in the year aforesaid, in such case made and provided.

"Thomas Dexter, of the said city, License Inspector of the City of Toronto, being the complainant.

"And I adjudge the said Archibald G. Hodge, for his said offence, to forfeit and pay the sum of twenty dollars, to be paid and applied according to law, and also to pay to the said Thomas Dexter the sum of two dollars and eighty-five cents for his costs in this behalf; and if the said several sums be not paid forthwith, then I order that the same be levied by distress and sale of goods and chattels of the said Archibald G. Hodge; and in default of sufficient distress, I adjudge the said Archibald G. Hodge to be imprisoned in the common gaol of the said City of Toronto and County of York, and there be kept at hard labor for the space of fifteen days, unless the said sums, and the costs and charges of conveying of said Archibald G. Hodge to the said gaol, shall be sooner paid."

On the 27th May, 1881, a rule *nisi* was obtained to remove that conviction into the Court of Queen's Bench for Ontario, in order that it should be quashed as illegal, on the grounds:—1st, that the said resolution of the said License Commissioners is illegal and unauthorized; 2nd, that the said License Commissioners had no authority to pass the resolution prohibiting the game of billiards as in the said resolution, nor had they power to authorize the imposition of a fine, or, in default of payment thereof, imprisonment for a violation of the said resolution; 3rd, the Liquor License Act, under which the said Commissioners have assumed to pass the said resolution, is beyond the authority of the Legislature of Ontario, and does not authorize the said resolution.

It will be observed that the question whether the Local Legislature could confer authority on the License Commissioners to make the resolution in question is not directly raised by the rule *nisi*. On the 27th June, 1881, that rule was made absolute, and an order pronounced by the Court of Queen's Bench to quash the conviction. The judgment of the court, which seems to have been unanimous, was delivered by Hagarty, C. J., with elaborate reasons, but finally it will be found that the decision of the court rests on one ground alone, and does not profess to decide the question which on this appeal was principally discussed before their Lordships. The Chief Justice, in the course of his judgment, says:—

“It was stated to us that the parties desired to present directly to the court the very important question whether the Local Legislature, assuming that it had the power themselves to make these regulations and create these offences, and annex penalties for their infraction, could delegate such powers to a Board of Commissioners or any other authority outside their own legislative body.”

And, again, he adds:—

“We are thus brought in face of a very serious question, viz., the power of the Ontario Legislature to vest in the License Board the power of creating new offences and annexing penalties for their commission.”

And concludes his judgment thus, referring to the resolutions:—

“The Legislature has not enacted any of these, but has merely authorized each Board, in its discretion, to make them.

“It seems very difficult, in our judgment, to hold that the Confederation Act gives any such power of delegating authority, first of creating a *quasi* offence, and then of punishing it by fine or imprisonment.

“We think it is a power that must be exercised by the Legislature alone.

“In all these questions of *ultra vires* and the powers of our Legislature, we consider it our wisest course not to widen the discussion by considerations not necessarily involved in the decision of the point in controversy.

“We, therefore, enter into no general consideration of the powers of the Legislature to legislate on the subject; but, assuming this right so to do, we feel constrained to hold that they cannot devolve or delegate these powers to the discretion of a local board of commissioners.

“We think that the defendant has the right to say that he has not offended against any law of the Province, and that the conviction cannot be supported.”

The case was taken from the Queen's Bench on appeal to the Court of Appeal for Ontario, under the Ontario Act, 44 Vic., chap. 27, and on the 30th June, 1882, that court reversed the decision of the Queen's Bench, and affirmed the conviction.

Two questions only appear to have been discussed in the Court of Appeal, 1st, that the Legislature of Ontario had not authority to enact such regulations as were enacted by the Board of Commissioners, and to create offences and annex penalties for their infraction; and, 2nd, that if the Legislature had such authority, it could not delegate it to the Board of Commissioners, or any other authority outside of their own legislative body.

This second ground was that on which the judgment of the Court of Queen's Bench rested.

The judgments delivered in the Court of Appeal by Spragge, C. J., and Burton, J. A., are able and elaborate, and were adopted by Patterson and Morrison, J. J., and

their Lordships have derived considerable aid from a careful consideration of the reasons given in both courts.

The appellant now seeks to reverse the decision of the Court of Appeal, both on the two grounds on which the case was discussed in that court and on others technical but substantial, and which were urged before this Board with zeal and ability. The main questions arise on an Act of the Legislature of Ontario, and on what have been called the resolutions of the License Commissioners.

The Act in question is chapter 181 of the Revised Statutes of Ontario, 1877, and is cited as "The Liquor License Act."

Sec. 3 of this Act provides for the appointment of a Board of License Commissioners for each city, county, union of counties or electoral district, as the Lieutenant-Governor may think fit, and secs. 4 and 5 are as follows:—

"Sec. 4. License Commissioners may, at any time before the first day in each year, pass a resolution, or resolutions, for regulating and determining the matters following, that is to say:—

"(1) For defining the conditions and qualifications requisite to obtain tavern licenses for the retail, within the municipality, of spirituous, fermented or other manufactured liquors, and also shop licenses for the sale by retail, within the municipality, of such liquors in shops or places other than taverns, inns, alehouses, beerhouses or places of public entertainment.

"(2) For limiting the number of tavern and shop licenses respectively, and for defining the respective times and localities within which, and the persons to whom, such limited number may be issued within the year from the first day of May of one year till the thirtieth day of April inclusive of the next year.

"(3) For declaring that in cities a number not exceeding ten persons, and in towns a number not exceeding four persons, qualified to have a tavern license, may be exempted from the necessity of having all the tavern accommodation required by law.

"(4) For regulating the taverns and shops to be licensed.

"(5) For fixing and defining the duties, powers and privileges of the Inspector of Licenses of their district.

"Sec. 5. In and by any such resolution of a Board of License Commissioners, the said Board may impose penalties for the infraction thereof."

Sec. 43 prohibits the sale of intoxicating liquors from or after the hour of seven of the clock on Saturday till six of the clock on Monday morning thereafter.

Sec. 51 imposes on any person who sells spirituous liquors without the license by law required, or otherwise violates any other provision of the Act, in respect of which violation no other punishment is prescribed, for the first offence a penalty of not less than \$20 and not more than \$50, besides costs, and for the second offence imprisonment with hard labor for a period not exceeding three calendar months.

Sec. 52. For punishment of offences against sec. 43 (requiring taverns, &c., to be closed from seven o'clock on Saturday night until six o'clock on Monday morning), a penalty for the first offence of not less than \$20, with costs, or fifteen days' imprisonment with hard labor, and with increasing penalties for second, third, and fourth offences; and sec. 70 provides that where the resolution of the License Commissioners imposes a penalty it may be recovered and enforced before a magistrate in the manner and to the extent that by-laws of municipal corporations may be enforced under the authority of the Municipal Act.

License Commissioners were duly appointed under this Statute, who, on the 25th April, 1881, in pursuance of its provisions, made the resolution or regulation now questioned in relation to licensed taverns or shops in the City of Toronto, which contains (*inter alia*) the following paragraphs, viz.:—

"Nor shall any such licensed person, directly or indirectly as aforesaid, permit, allow, or suffer any bowling alley, billiard or bagatelle table to be used, or any games or amusement of the like description to be played in such tavern or shop, or in or upon any premises connected therewith, during the time prohibited by the Liquor License Act or by this resolution, for the sale of liquor therein.

" Any person or persons guilty of any infraction of any of the provisions of this resolution shall, upon conviction thereof before the Police Magistrate of the City of Toronto, forfeit and pay a penalty of \$20 and costs; and in default of payment thereof forthwith, the said Police Magistrate shall issue his warrant to levy the said penalty by distress and sale of the goods and chattels of the offender; and in default of sufficient distress in that behalf, the Police Magistrate shall, by warrant, commit the offender to the common gaol of the City of Toronto, with or without hard labor, for the period of fifteen days, unless the said penalty and costs, and all costs of distress and commitment, be sooner paid."

The appellant was the holder of a retail license for his tavern, and had signed an undertaking as follows:—

" We, the undersigned holders of licenses for taverns and shops in the City of Toronto, respectively acknowledge that we have severally and respectively received a copy of the resolution of the License Commissioners of the city of Toronto to regulate taverns and shops, passed on the 25th day of April last, hereunto annexed, upon the several dates set opposite to our respective signatures, hereunder written, and we severally and respectively promise, undertake, and agree to observe and perform the conditions and provisions of such resolution.

" 2nd May, Tavern."

" A. C. HODGE [L.S.]

He was also holder of a billiard license for the City of Toronto to keep a billiard saloon with one table for the year 1881, and, under it, had a billiard table in his tavern.

He did permit this billiard table to be used as such within the period prohibited by the resolution of the License Commissioners, and it was for that infraction of their rules he was prosecuted and convicted.

The preceding statement of the fact is sufficient to enable their Lordships to determine the questions raised on the appeal.

Mr. Kerr, Q.C., and Mr. Jeune, in their full and very able argument for the appellant, informed their Lordships that the first and principal question in the cause was whether "The Liquor License Act of 1877," in its fourth and fifth sections, was *ultra vires* of the Ontario Legislature, and properly said that it was a matter of importance as between the Dominion Parliament and the Legislature of the Province.

Their lordships do not think it necessary, in the present case, to lay down any general rule or rules for the construction of the British North America Act. They are impressed with the justice of an observation by Hagarty, C. J., "that in all these questions of *ultra vires* it is the wisest course not to widen the discussion by considerations not necessarily involved in the decision of the point in controversy." They do not forget that in a previous decision on this same Statute (*Parsens vs. The Citizens Company**) their lordships recommended that, "in performing the difficult duty of determining such questions, it will be a wise course for those on whom it is thrown to decide each case which arises as best they can, without entering more largely upon the interpretation of the Statute than is necessary for the decision of the particular question in hand."

The appellants contended that the Legislature of Ontario had no power to pass any Act to regulate the liquor traffic; that the whole power to pass such an Act was conferred on the Dominion Parliament, and consequently taken from the Provincial Legislature, by sec. 91 of the British North America Act, 1867; and that it did not come within any of the classes of subjects assigned exclusively to the Provincial Legislatures by sec. 92. The clause in sec. 91 which the Liquor License Act, 1877, was said to infringe was No. 2, "The regulation of Trade and Commerce," and it was urged that the decision of this Board in *Russell vs. Regina* † was conclusive—that the whole subject of the liquor traffic was given to the Dominion Parliament,

*5 L. N. 25, 33.

†5 L. N. 234.

and consequently taken away from the Provincial Legislature. It appears to their Lordships, however, that the decision of this tribunal in that case has not the effect supposed, and that when properly considered, it should be taken rather as an authority in support of the judgment of the Court of Appeal.

The sole question there was, whether it was competent to the Dominion Parliament, under its general powers to make laws for the peace, order, and good government of the Dominion, to pass the Canada Temperance Act, 1878, which was intended to be applicable to the several Provinces of the Dominion, or to such parts of the Provinces as should locally adopt it. It was not doubted that the Dominion Parliament had such authority under sec. 91, unless the subject fell within some one or more of the classes of subjects which by sec. 92 were assigned exclusively to the Legislatures of the Provinces.

It was in that case contended that the subject of the Temperance Act properly belonged to No. 13 of sec 92, "Property and Civil Rights in the Province," which it was said belonged exclusively to the Provincial Legislature, and it was on what seems to be a misapplication of some of the reasons of this Board in observing on that contention that the appellant's counsel principally relied. These observations should be interpreted according to the subject matter to which they were intended to apply.

Their Lordships, in that case, after comparing the Temperance Act with laws relating to the sale of poisons, observe that:—

"Laws of this nature designed for the promotion of public order, safety, or morals, and which subject those who contravene them to criminal procedure and punishment, belong to the subject of public wrongs rather than to that of civil rights. They are of a nature which fall within the general authority of Parliament to make laws for the order and good government of Canada."

And again:—

"What Parliament is dealing with in legislation of this kind is not a matter in relation to property and its rights, but one relating to public order and safety. That is the primary matter dealt with, and, though incidentally the free use of things in which men may have property is interfered with, that incidental interference does not alter the character of the law."

And their Lordships' reasons on that part of the case are thus concluded:—

"The true nature and character of the legislation in the particular instance under discussion must always be determined, in order to ascertain the class of subject to which it really belongs. In the present case it appears to their Lordships, for the reasons already given, that the matter of the Act in question does not properly belong to the class of subjects 'Property and Civil Rights' within the meaning of sub-section 13."

It appears to their Lordships that *Russell vs. The Queen*, when properly understood, is not an authority in support of the appellant's contention, and their Lordships do not intend to vary or depart from the reasons expressed for their judgment in that case. The principle which that case and the case of the Citizens' Insurance Company illustrates is, that subjects which in one aspect and for one purpose fall within sec. 92, may in another aspect and for another purpose fall within sec. 91.

Their Lordships proceed now to consider the subject matter and legislative character of Secs. 4 and 5 of "The Liquor License Act of 1877, cap. 181, Revised Statutes of Ontario." That Act is so far confined in its operation to municipalities in the Province of Ontario, and is entirely local in its character and operation. It authorizes the appointment of License Commissioners to act in each municipality, and empowers them to pass, under the name of resolutions, what we know as by-laws, or rules to define the conditions and qualifications requisite for obtaining tavern or shop licenses for sale by retail of spirituous liquors within the municipality; for limiting the number of licenses; for declaring that a limited number of persons qualified to have tavern licenses may be exempted from having all the tavern accommodation required by law, and for regulating licensed taverns and shops, for defining the duties and powers of License Inspectors, and to impose penalties for infraction of their resolutions. These seem to be all matters of a merely local nature in the Province,

and to be similar to, though not identical in all respects with, the powers then belonging to municipal institutions under the previously existing laws passed by the Local Parliaments.

Their Lordships consider that the powers intended to be conferred by the Act in question, when properly understood, are to make regulations in the nature of police or municipal regulations of a merely local character for the good government of taverns, &c., licensed for the sale of liquors by retail, and such as are calculated to preserve, in the municipality, peace and public decency, and repress drunkenness and disorderly and riotous conduct. As such they cannot be said to interfere with the general regulation of trade and commerce which belongs to the Dominion Parliament, and do not conflict with the provisions of the Canada Temperance Act, which does not appear to have as yet been locally adopted.

The subjects of legislation in the Ontario Act of 1877, secs. 4 and 5, seem to come within the heads Nos. 8, 15 and 16 of sec. 92 of British North America Statute, 1867.

Their Lordships are, therefore, of opinion that, in relation to secs. 4 and 5 of the Act in question, the Legislature of Ontario acted within the powers conferred on it by the Imperial Act of 1867, and that in this respect there is no conflict with the powers of the Dominion Parliament.

Assuming that the Local Legislature had power to legislate to the full extent of the resolutions passed by the License Commissioners, and to have enforced the observance of their enactments by penalties and imprisonment with or without hard labor, it was further contended that the Imperial Parliament had conferred no authority on the Local Legislature to delegate those powers to the License Commissioners or any other persons. In other words, that the power conferred by the Imperial Parliament on the Local Legislature should be exercised in full by that body, and by that body alone. The maxim *delegatus non potest delegare* was relied on.

It appears to their Lordships, however, that the objection thus raised by the appellants is founded on an entire misconception of the true character and position of the Provincial Legislatures. They are in no sense delegates of or acting under any mandate from the Imperial Parliament. When the British North America Act enacted that there should be a Legislature for Ontario, and that its Legislative Assembly should have exclusive authority to make laws for the Province and for provincial purposes in relation to the matters enumerated in sec. 92, it conferred powers not in any sense to be exercised by delegation from or as agents of the Imperial Parliament, but authority as plenary and as ample within the limits proscribed by sec. 92 as the Imperial Parliament in the plenitude of its power possessed and could bestow. Within these limits of subjects and area the Local Legislature is supreme, and has the same authority as the Imperial Parliament, or the Parliament of the Dominion, would have had under like circumstances to confide to a municipal institution or body of its own creation authority to make by-laws or resolutions as to subjects specified in the enactment, and with the object of carrying the enactment into operation and effect.

It is obvious that such an authority is auxilliary to legislation, and without it an attempt to provide for varying details and machinery to carry them out might become oppressive, or absolutely fail. The very full and very elaborate judgment of the Court of Appeal contains abundance of precedents for this legislation entrusting a limited discretionary authority to others, and has many illustrations of its necessity and convenience. It was argued at the bar that a Legislature committing important regulations to agents or delegates effaces itself. That is not so. It retains its powers intact, and can, whenever it pleases, destroy the agency it has created and set up another, or take the matter directly into its own hands. How far it shall seek the aid of subordinate agencies, and how long it shall continue them, are matters for each Legislature, and not for courts of law, to decide.

Their Lordships do not think it necessary to pursue this subject further, save to add that, if by-laws or resolutions are warranted, power to enforce them seems necessary and equally lawful. Their Lordships have now disposed of the real questions in the cause.

Many other objections were raised on the part of the appellant as to the mode in which the License Commissioners exercised the authority conferred on them, some of which do not appear to have been raised in the court below, and others were disposed of in the course of the argument, their Lordships being clearly of opinion that the resolutions were merely in the nature of municipal or police regulations in relation to licensed houses, and interfering with liberty of action to the extent only that was necessary to prevent disorder and the abuses of liquor licenses. But it was contended that the Provincial Legislature had no power to impose imprisonment or hard labor for breach of newly created rules or by-laws, and could confer no authority to do so. The argument was principally directed against hard labor. It is not unworthy of observation that this point, as to the power to impose hard labor, was not raised on the rule *nisi* for the *certiorari*, nor is it to be found amongst the reasons against the appeal to the Appellate Court in Ontario.

It seems to have been either overlooked or advisedly omitted.

If, as their Lordships have decided, the subjects of legislation come within the powers of the Provincial Legislature, then No. 15 of sec. 92 of the British North America Act, which provides for "the imposition of punishment by fine, penalty, or imprisonment, for enforcing any law of the Province made in relation to any matter coming within any of the classes of subjects enumerated in this section," is applicable to the case before us, and is not in conflict with No. 27 of sec. 91; under these very general terms, "the imposition of punishment by imprisonment for enforcing any law," it seems to their Lordships that there is imported an authority to add to the confinement or restraint in prison, that which is generally incident to it—"hard labor;" in other words, that "imprisonment" there means restraint by confinement in a prison, with or without its usual accompaniment, "hard labor."

The Provincial Legislature having thus the authority to impose imprisonment, with or without hard labor, had also power to delegate similar authority to the municipal body which it created, called the License Commissioners.

It is said, however, that the Legislature did not delegate such powers to the License Commissioners, and that therefore the resolution imposing hard labor is void for excess. It seems to their Lordships that this objection is not well founded.

In the first place, by sec. 5 of the Liquor License Act, the Commissioners may impose penalties. Whether the word "penalty" is well adapted to include imprisonment may be questioned, but in this Act it so used, for sec. 52 imposes on offenders against the provisions of sec. 43 a penalty of \$20 or fifteen days' imprisonment, and for a fourth offence a penalty of imprisonment with hard labor only. "Penalty" here seems to be used in its wider sense as equivalent to punishment. It is observable that in sec. 59, where recovery of penalties is dealt with, the Act speaks of "penalties in money." But, supposing that the "penalty" is to be confined to pecuniary penalties, those penalties may, by sec. 70, be recovered and enforced in the manner, and to the extent, that by-laws of Municipal Councils may be enforced under the authority of the Municipal Act. The word "recover" is an apt word for pecuniary remedies, and the word "enforce" for remedies against the person.

Turning to the Municipal Act, we find that, by sec. 454, Municipal Councils may pass by-laws for inflicting reasonable fines and penalties for the breach of any by-laws, and for inflicting reasonable punishment by imprisonment, with or without hard labor, for the breach of any by-laws in case the fine cannot be recovered. By secs. 400 to 402 it is provided that fines and penalties may be recovered and enforced by summary conviction before a Justice of the Peace, and that where the prosecution is for an offence against a municipal by-law the Justice may award the whole or such part of the penalty or punishment imposed by the by-law as he thinks fit; and that, if there is no distress found out of which a pecuniary penalty can be levied, the Justice may commit the offender to prison for the term, or some part thereof, specified in the by-law. If these by-laws are to be enforced at all by fine or imprisonment, it is necessary that they should specify some amount of fine and some term of imprisonment.

The Liquor License Act then gives to the Commissioners either power to impose a penalty against the person directly, or power to impose a money penalty, which, when imposed, may be enforced according to secs. 454 and 400-2 of the Municipal Act. In either case, the Municipal Act must be read to find the manner of enforcing the penalty, and the extent to which it may be enforced. The most reasonable way of construing Statutes so framed is to read into the latter one the passages of the former which are referred to. So reading these two Statutes, the Commissioners have the same power of enforcing the penalties they impose as the Councils have of enforcing their by-laws, whether they can impose penalties against the person directly, or only indirectly as the means of enforcing money penalties. In either case, their resolution must, in order to give the Magistrate jurisdiction, specify the amount of punishment. In either case, their resolution now under discussion is altogether within the powers conferred on them.

Their Lordships do not think it necessary or useful to advert to some minor points of discussion, and are, on the whole, of opinion that the decision of the Court of Appeal of Ontario should be affirmed, and this appeal dismissed, with costs, and will so humbly advise Her Majesty.

Judgment affirmed.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

COUNCIL CHAMBER, WHITEHALL, Wednesday, November 14th, 1883.

PRESENT—The Right Honorable Lord Fitzgerald, the Right Honorable Sir Barnes Peacock, The Right Honorable Sir Richard Couch, The Right Honorable Sir Arthur Hobhouse.

HODGE vs. THE QUEEN.

[Transcript from the shorthand notes of Messrs. Marten and Meredith, 13 New Inn Strand, W. C.]

Mr. Kerr, Q.C. (of the Canadian Bar).—May it please your Lordships: I appear with my learned friend, Mr. Jeune, for the appellants. This appeal is from the Court of Appeal for Ontario, and from a judgment of that court, which was given on the 30th June, 1882, allowing an appeal by the respondent, The Queen, from the judgment of the Court of Queen's Bench, of the Province of Ontario, which judgment of the Court of Queen's Bench had quashed a conviction made by the Police Magistrate of the City of Toronto, whereby the present appellant was convicted for having permitted a billiard table to be used, and a game of billiards to be played thereon, in his tavern, in the City of Toronto, during the time prohibited by the Liquor License Act of Ontario, which is the Revised Statutes of Ontario, cap. 181, for the sale of liquor therein, against the form of the resolution of the License Commissioners for the City of Toronto, for regulating taverns and shops, passed on the 21st April, 1881. From that judgment the Crown appealed and the appeal was allowed. This appeal is against that judgment.

The appellant was at the time that is spoken of, at the time of the alleged offence, the owner of a liquor license, issued under the authority of the Government of Ontario, through the medium of the License Commissioners for the City of Toronto, and under that he was carrying on the business of a hotel and tavern keeper at the St. James' Hotel, in the City of Toronto. The license which he held was one which was in force from the 1st May, 1881, to the 1st May, 1882. He was also the holder of the license under the Municipal Act, the holder of a license which was dated in February, prior to the issue of his license as a tavern keeper, which license authorized him to carry on the business or calling of a keeper of a billiard saloon, and to have one billiard table for hire at his hotel. The license for that is set out in the case and is to be found at page 11 of the Record: "This license is granted on payment of \$20 to the City Treasurer, as hereunder acknowledged, and the execution of the bond

required by the by-law in that behalf to Archibald G. Hodge, of the St. James' Hotel, York street, to authorize him to carry on the business and calling of a keeper of a billiard saloon with one table, in the City of Toronto, provided the said Archibald G. Hodge shall observe, fulfil, and keep all Statutes, by-laws, rules and regulations respecting the said business and calling which have been passed, or may hereafter be passed, by the Legislature of the Province, or the Council of the Corporation of the said city. This license to be in force until the 31st day of December, A.D. 1881. Dated this 24th day of February, 1881." Under that license, then, he had, as the evidence shows, one billiard table in his hotel, in the same building which was known as his hotel, but the billiard room, as the evidence shows at page 6, in which the table in question was, was in a room separate from the bar-room and with a separate entrance, but is connected with the licensed premises. The charge, which was made against him by the Inspector, appointed under the License Commissioners, was that he had permitted this billiard table, which he was using under that license, to be used during hours that were prohibited by the Liquor License Act. The information which is found at page 5 of the Record, shows that the charge was then filed against the form of the resolution of the License Commissioners for the City of Toronto for regulating taverns and shops, passed on the 25th day of April, in the year aforesaid. And the evidence which follows established that information as part of the evidence in support of the information; the resolution of the License Commissioners for the City of Toronto was put in; it is at page 7. It reads: "Whereas, by the Liquor License Act, power is given to the Board of License Commissioners, at any time before the 1st day of May in each year, to pass a resolution, or resolutions, for regulating the taverns and shops to be licensed, and also in and by such resolution to impose penalties for the infraction thereof, &c., &c. Therefore, the Board of License Commissioners in and for the City of Toronto, on the 25th day of April, in the year of Our Lord, 1881, resolve, declare and enact as follows"—I pass over paragraphs 1, 2 and 3, because they do not apply to this question. It goes on: "Nor shall any such licensed person, directly or indirectly, as aforesaid, permit, allow, or suffer any bowling alley, billiard or bagatelle table to be used, or any games or amusements of the like description to be played in such tavern or shop, or in or upon any premises therewith during the time prohibited by the Liquor License Act, or by this resolution, for the sale of liquor therein." Then the penalty which is to be found at page 8 is imposed: "Any person, or persons, guilty of any infraction of any of the provisions of this resolution shall, upon conviction thereof before the Police Magistrate of the City of Toronto, forfeit and pay a penalty of \$20 and costs, and in default of payment thereof forthwith, the said Police Magistrate shall issue his warrant to levy the said penalty of distress and sale of goods and chattels of the offender, and in default of sufficient distress in that behalf, the said Police Magistrate shall, by warrant, commit the offender to the common gaol of the City of Toronto, with or without hard labor, for the period of fifteen days, unless the said penalty and all costs of distress and commitment be sooner paid." Then the conviction is following the evidence and following the information for having used that table in that way. At the trial the city by-law was put in, as well as the city license—the city by-law under which the said license was issued.

Sir Barnes Peacock:—Was the penalty imposed upon him?

Mr. Kerr:—The penalty was imposed upon him by the conviction. He was fined \$20, and in default of payment distress was ordered, and in default of sufficient distress he was adjudged to be imprisoned in the common gaol at hard labor for the space of fifteen days. Your Lordships will see then there were two resolutions in force, one with reference to the keeping of a tavern, passed by the License Commissioners, and the other a by-law of the city corporation, providing in respect of the keeping of the business of a billiard table, and authorizing the issue of a billiard license. That by-law by the city corporation is passed under the authority of the Municipal Act. The resolutions of the License Commissioners are assumed to be passed under the authority of the Liquor License Act. The Liquor License Act assumes to give this power to the license commissioners. It is the Revised Statutes of Ontario, cap. 181,

section 3, of that Act that provides that there shall be a Board of License Commissioners That is set out at page 52 of the *Red Book*. The 3rd section of that Act provides: "There shall be a Board of License Commissioners, to be composed of three persons to be appointed, from time to time, by the Lieutenant-Governor for each city, county, union of counties, or electoral district, as the Lieutenant-Governor may think fit, and any two of the said Commissioners shall be a quorum and each of them shall cease to hold office on the 31st day of December in each year, but he may be reappointed." Then section 4 provides: "License commissioners may at any time before the 1st day of May in each year pass a resolution or resolutions for regulating and determining the matters following, that is to say: For defining the conditions and qualifications requisite to obtain tavern licenses for the retail, within the municipality, of spirituous, fermented or other manufactured liquors, and so on; for limiting the number of tavern and shop licenses respectively, and for defining the respective times and localities within which the persons to whom such limited number may be issued, or within the year from the 1st day of May of one year to the 30th day of April, inclusive, of the next year; for declaring that in cities a number not exceeding ten persons, and in towns a number not exceeding four persons qualified to have a tavern license may be exempted from the necessity of having all the tavern accommodation required by-law; for regulating the taverns and shops to be licensed." It is under that sub-section that this authority is assumed: "For fixing and defining the duties, powers and privileges of the Inspector of Licenses of their district." Section 5: "In and by any such resolution of a Board of License Commissioners, the said Board may impose penalties for the infraction thereof." The authority in respect of the other is under the Municipal Act, and is not contained or referred to in the Liquor License Act at all.

Sir Barnes Peacock:—You say the authority of the Commissioners is under that Act.

Mr. Kerr:—The authority of the Commissioners is under that Act. The authority of the municipality to pass the by-law in respect of billiards is under the Municipal Act. At the top of page 51 you will see an extract from that Act. Section 454 of the Act is only set out, "The Council of every county, township, city, town and incorporated village, may pass by-laws." And then section 461 says: "The Council of every township, city, town or incorporated village may pass by-laws, for licensing, regulating and governing, all persons who for hire or gain, directly or indirectly, keep or have in their possession or on their premises, any billiard or bagatelle table, or who keep or have a billiard or bagatelle table in a house or place of public entertainment or resort, whether such billiard or bagatelle table is used or not, and for fixing the sum to be paid for a license so to have or keep such billiard or bagatelle table, and the time such license shall be in force."

Sir Barnes Peacock:—And that does not give a power to fix a penalty.

Mr. Kerr:—The previous section gives that power—the section at page 51. "The Council of every county, township, city, town and incorporated village may pass by-laws for inflicting reasonable fines and penalties not exceeding \$50, exclusive of costs, upon any person for the non-performance of his duties, who has been elected or appointed to any office in the corporation and who neglects or refuses to accept such office unless good cause is shown therefore, or to take the declaration of office and afterwards neglects the duties thereof, and for breach of any of the by-laws of the corporation for collecting such penalties and costs by distress and sale of the goods and chattels of the offender; for inflicting reasonable punishment by imprisonment, with or without hard labor, either in a lock-up house or some town or village in the township or in the county gaol or house of correction, for any period not exceeding twenty-one days."

My Lords, the question which is involved in the appeal is one which is of very great interest in the Province, not merely to the trade, who are very much interested in it, but because of the fact that the Dominion and the Provincial Governments have assumed to deal with this matter, and have legislated in respect to it. The Provincial Government of Ontario, by the Act to which I have referred, namely, the Liquor

License Act, and the Dominion Government by an Act passed last Session of the Dominion Parliament, when they assumed the whole power, have practically re-enacted under their control many of the clauses and many of the prohibitions on the trade and the regulations which are embraced in this Act, and that Act will come in force on the 1st January in the coming year. Both the Central Government at Ottawa and the Local Government of Ontario claim jurisdiction over this branch of trade. It is submitted on behalf of the appellants that the Ontario Government have no control over the matter and no power to legislate in respect to it. The first question which is raised in the appeal as to the power or legislative jurisdiction turns upon the construction of those sections which have been before your Lordships, sections 91 and 92 of the British North America Act of 1867.

Sir Arthur Hobhouse :—You say the whole subject matter is removed from the Provincial Parliament.

Mr. Kerr :—Yes, we submit that the whole subject matter is removed, that the Provincial Parliament have not conferred upon them by the British North America Act any power to legislate in respect to this matter. The sections of the British North American Act have been before your Lordships on another occasion, but I shall have to trouble you to look at them again. Section 91 of the British North America Act is the first one which relates to the distribution of legislative powers. The sub-section is headed "Distribution of Legislative powers, powers of the Parliament." Section 91 says: "It shall be lawful for the Queen, by and with the advice and consent of the Senate and House of Commons, to make laws for the peace, order and good government of Canada in relation to all matters not coming within the clauses of subjects by this Act assigned exclusively to the Legislatures of the Provinces; and for greater certainty, but not so as to restrict the generality of the foregoing terms of this section, it is hereby declared that, notwithstanding anything in this Act, the exclusive legislative authority of the Parliament of Canada extends to all matters coming within the classes of subjects next hereinafter enumerated, that is to say"—a number of subjects are then enumerated, twenty-nine in number—"and any matter coming within any of the classes of subjects enumerated by this section shall not be deemed to come within the classes of matters of a local or private nature comprised in the enumeration of the classes of subjects by this Act assigned exclusively to the Legislatures of the Provinces." Section 92 provides: "In each Province the Legislature may exclusively make laws in relation to matters coming within the classes of subjects next hereinbefore enumerated, that is to say, first the amendment from time to time, notwithstanding anything in this Act, of the constitution; secondly, direct taxation within the Province in order to the raising of a revenue for provincial purposes." Without reading all those sub-sections over, it is contended and I think the only contention there can be in connection with that matter, first, that it comes within the sub-heads 8 and 9: "8. Municipal institutions in the Province; 9. Shops, saloons, taverns, auctioneer and other licenses in order to the raising of a revenue for provincial, local or municipal purposes; 13. Property and civil rights in the Province. 15. The imposition of punishment by fine, penalty or imprisonment, for enforcing any law of the Province made in relation to any matter coming within any classes of subjects enumerated in this section. 16. Generally all matters of a merely local or private of the Province." The appellants submit that it does not come within any of these heads, and therefore is not a matter in which the Provinces may exclusively make laws in relation to matters coming within the classes of subjects next hereinafter enumerated, and, according to the canon of construction which has been put upon these two sections in former judgments to which we shall refer, it is submitted that if that contention can be established it settles the question, and that the jurisdiction in respect to the matter is vested in the Dominion Parliament of Canada. That (to deal with them not exactly in the order in which they are dealt with in the Act) it is not within sub-sections 9 or 13 or 15 or 16. I think it is established beyond all question by the judgment in *Russell vs. The Queen*, which was an appeal from Canada in which your Lordships judgment. (7th April, cases, page 829) deals with the matter so as, I think, to make it conclusive.

That case arose on an appeal from a conviction in New Brunswick. Your Lordships will remember that in that case the conviction was for selling liquor within the limits of a district in which there was local option under what is known there as the Scott Act, but which was an Act of the Dominion Parliament under which the traffic in liquor was prohibited. By that Act the traffic in liquor was prohibited in any locality in which, by the local option system, the electors, on the Act being submitted to them, should approve of it.

Lord Fitzgerald :—That is the Act generally known as the Temperance Act.

Mr. Kerr :—Yes ; the Canada Temperance Act of 1878. The question arose in that Province, and a prosecution occurred in the case of *The Queen vs. City of Fredericton*. That, judgment went to the Supreme Court, but for some reason was not carried further. When the case of *The Queen vs. Russell* was instituted as another prosecution, it was carried to the Supreme Court, and the Supreme Court in *The Queen vs. Russell* adopted the judgment which they had already given in *The Queen vs. Fredericton*, which was on precisely the same question.

The judgment of your Lordships, therefore, in *The Queen vs. Russell* is one sustaining the Judgment of the Supreme Court of Canada upon the case of the *Queen vs. Fredericton* ; so that we have the two judgments of the Supreme Court of Canada in *The Queen vs. Russell*, and *The Queen vs. Fredericton*, the former being sustained by the judgment of your Lordships. It was disputed in that case that the Dominion Parliament had power to deal with the matter by legislation at all, and it was submitted that under these sub-sections which I have referred to, 9, 13, 15 and 16, there was either a power which was conferred exclusively upon the Local Legislature of New Brunswick under the words conferring power to legislate in relation to shop, saloon and tavern licenses, in order to the raising of a revenue for provincial, local or municipal purposes, or that at all events, the Dominion Act interfered with property or civil rights in the Province (sub-section 13), or that a power was given to the Local Parliament under the words which enabled them to legislate in respect to the imposition of punishment by fine, penalty or imprisonment, for enforcing any law of the Province made in relation to any matters, and sub-section 16, all matters of a merely local or private nature in the Province. Your Lordships' judgment covers these points, and in that judgment upon which we rely, it is laid down that the Act in question did not come within the scope of the Local Legislature, and was a matter within the jurisdiction of the Dominion Parliament.

Sir Robert Collier :—This was an Act to promote temperance in the Dominion and to provide by uniform legislation for all the Provinces. Clearly an Act dealing with all the Provinces in the Dominion is not within the power of the Local Legislature, but this Act only deals with the particular locality.

Mr. Kerr :—Quite so, and clearly it could not be. But what was argued in *Russell vs. The Queen*—and that was the point upon which your Lordships' judgment was called for and given—was that the Local Legislature had the power to prohibit, because it had the power to legislate in respect to that subject matter, and that therefore it was given to the Province, and was exclusively within their jurisdiction. The contention on the other hand which was then raised, and the judgment as I understand it, which was then given, was that it was not a matter within the legislative jurisdiction of the Province, and that the Province could not have legislated in respect to the traffic in liquor under those words that were there used.

Sir Robert Collier :—I think this Act was supported in a great measure on the ground that it was an Act for the regulation of trade and commerce.

Mr. Kerr :—The judgments were given, as your Lordship will see, on the specific points I have referred to with regard to these sub-sections, and at the close of the judgment, after having dealt with these three matters, your Lordships say: " Their Lordships having come to the conclusion that the Act in question does not fall within any of the classes of subjects assigned exclusively to the Provincial Legislatures, it becomes unnecessary to discuss the further question whether its provisions also fall within any of the classes of subject enumerated in section 91. In abstaining from this discussion, they must not be understood as intimating any dissent from the

opinion of the Chief Justice of the Supreme Court of Canada, and the other judges, who held that the Act, as a general regulation of the traffic in intoxicating liquors throughout the Dominion, fell within the class of subject, the regulation of trade and commerce enumerated in that section, and was, on that ground, a valid exercise of the legislative power of the Parliament of Canada." So we submit here precisely in the same way that the subject matter of this Act, which is in question now, was not one which was within any of the classes of subjects assigned exclusively to the Provincial Legislature, and that it was not, as was held by the Supreme Court of Canada in the judgment which was approved of, as I understand it, by the passage I have just read in your Lordship's judgment, a matter interfering with the general regulation of the traffic in intoxicating liquor, which fell within the classes of subjects, "the regulation of trade and commerce," so that we submit that the judgment in *Russell vs. The Queen*, not merely in the paragraphs to which I could refer your Lordships, dealing with these special subjects—for each of them were dealt with in turn—but also for the reason which is assigned at the conclusion of the judgment is conclusive authority in our favor that this is not a matter which came within the purview of the Local Legislature, but is a matter vested in the Dominion Parliament under the general power which is given in relation to trade and commerce.

Sir Robert Collier :—That was an Act applying to the whole Dominion.

Mr. Kerr :—That Act applied to the whole Dominion.

Sir Robert Collier :—And, of course, it could not be passed by the Provincial Legislature.

Mr. Kerr :—No, my Lord. But your Lordships will see we have to face the two matters. We have the Provincial Legislature dealing with the matter, and we have the Dominion Parliament dealing with the matter, both of them assuming jurisdiction and claiming to legislate in respect to this. The judgment, as I have pointed out to your Lordships, is distinct with regard to the sub-sections I have already referred. Sub-section 8, however, the one with regard to municipal institutions in the Province, is not specifically dealt with, although it is dealt with in the paragraph I have pointed out to your Lordships at the conclusion of the judgment, because your Lordships say: "Having come to the conclusion that the Act in question does not fall within any of the classes of subjects assigned exclusively to the Provincial Legislatures it becomes unnecessary to discuss the further question whether its provisions also fall within any of the classes of subjects enumerated in sec. 91;" so that we submit that the judgment in that respect, as applied to this question, is an authority upon which we can rely for establishing that the Act is *ultra vires* of the Ontario Legislature, for if it were not a matter which could be dealt with under the head of sub-section 9, "shops, saloon, tavern, auctioneer or other licenses, in order to the raising of a revenue for provincial, local or municipal purposes," as it was held in this case it could not be. With regard to the first of these, class No. 9, it is to be observed that the power of granting licenses is not assigned to the Provincial Legislature for the purpose of regulating trade, but in order to the raising of a revenue for provincial, local or municipal purposes. The Act in question is not a fiscal law; it is not a law for raising revenue; on the contrary, the effect of it may be to destroy or diminish revenue. Then the question is discussed: "Assuming that the matter of the Act does not fall within the class of subjects described in No. 9 that sub-section can in no way interfere with the general authority of the Parliament to deal with that matter. If the argument of the appellant, that the power given to the Provincial Legislatures to raise a revenue by licenses prevents the Dominion Parliament from legislating with regard to any article or commodity which was, or might be covered, by such licenses, were to prevail, the consequence would be that laws which might be necessary for the public good or the public safety could not be enacted at all."

Sir R. P. Collier :—In the local Act you now object to, was there any provision for raising a revenue.

Mr. Kerr :—There is a license fee charged. Then the whole trade is regulated.

Sir R. P. Collier :—In the Province.

Mr. Kerr :—Yes.

Sir R. P. Collier :—Is there any statement in the Act that the object of it is to raise a revenue.

Mr. Kerr :—I have the Act before me. My recollection of it is that there is not.

Sir R. P. Collier :—We cannot judge without having the whole Act before us.

Mr. Kerr :—It is entitled: "Her Majesty, by and with the advice of the Legislative Assembly of the Province of Ontario, enacts as follows:—1. This Act may be cited as the Liquor Licence Act." There is no preamble at all; the sections proceed without any statement.

Sir Richard Couch :—What is the section about the fee.

Mr. Kerr :—It provides for the issue of licenses and the appointment of inspectors, and provides for the payment of a fee and the number to be issued. The wholesale as well as the retail trade is provided for.

Sir R. P. Collier :—There is some provision as to what is to be done with the fees.

Mr. Kerr :—"The following license fees shall hereafter be payable" &c. (reading section 31 of the Liquor License Act). Then "the Council of any municipality may by bye-laws to be passed require a liquor duty to be paid, &c." (reading the words) "not in excess of \$200." Then, "All sums received from duties on tavern, shop or wholesale licenses, and received by the inspectors in fines and penalties shall form the License of the city, county, union of counties or electoral district." That is, section third shall be applied under regulations of the Lieutenant-Governor in the payment of the salary and expenses of the inspectors, &c. &c. (Reading to the words) "then the whole of such excess shall be paid over to the treasurer of such municipality." So that there is no doubt whatever that this is a provision made for the collection of the fees, and that it is in the form in which it would be in the revenue and to the extent to which there is a revenue raised. We should not quarrel with the Act, but, when the provisions which are made go further and provide for the interference with the trade and the traffic, that is another matter.

Sir R. P. Collier :—The first question is whether the Legislature had any right to pass any Act on the subject at all.

Mr. Kerr :—Exactly.

Sir R. P. Collier :—That is the first question. Secondly, you may say that this particular Act is *ultra vires*. It is as well to keep the two questions distinct.

Mr. Kerr :—Yes; for the present we do not dispute the fact that the Province may collect a fee, and that they may for that purpose pass an Act in order to the raising of a revenue, either for provincial, local or municipal purposes.

Sir Robert Collier :—They might do that.

Mr. Kerr :—And require a license to be taken.

Sir Richard Couch :—In order to raise a revenue.

Mr. Kerr :—In order to raise a revenue.

Sir Robert Collier :—They might pass a license law for the purpose of raising a revenue.

Mr. Kerr :—They might require that a license be taken out, and the fee paid thereon.

Sir Robert Collier :—But they cannot fix conditions.

Mr. Kerr :—Yes; when they come to regulate the trade and to say how that trade is to be carried on, and when they come to deal with the mode of carrying on that traffic which forms a part of the jurisdiction conferred upon the Dominion Legislature under the head of trade and commerce, then they exceed the power which is given, because the very wording of this Act shows that it is limited expressly to the raising of a revenue for provincial purposes, and it is only to that extent that they can legislate at all.

Sir Robert Collier :—They might require a license to be taken out, but could not they prescribe under what circumstances the license should be taken out, or by whom.

Mr. Kerr :—What is submitted is that anything of that kind would be a restriction upon trade.

Sir Robert Collier :—They could not require a license to be taken out at all, unless they could enforce the taking out of licenses.

Mr. Kerr :—And to the extent of enforcing the taking out a license. If they have power, as they have by sub-section 9, to make laws under the wording of the section in relation to “shop, saloon, tavern, auctioneer and other licenses, in order to the raising of a revenue for provincial, local or municipal purposes,” then they have, under sec. 15, power to impose punishment by fine, penalty or imprisonment for enforcing any law of the Province made in relation to any matter coming within any of the classes of subjects enumerated in this section.

Sir Robert Collier :—Then I understand you admit as far as that.

Mr. Kerr :—I concede that they would have the power to require the taking out of a license.

Sir Robert Collier :—And power to impose a fine for neglect in doing so.

Mr. Kerr :—Yes ; for carrying on the trade without having a license, but when they go further and interfere with the character of the trade or the conduct of the business so that it would interfere with that traffic, which may be deemed a branch of trade or commerce, then they go beyond their power and the whole power in respect of that is vested in the Dominion Parliament.

Sir Robert Collier :—You say they could require a license to be taken out, for example, by a man who keeps a billiard room.

Mr. Kerr :—By a man who keeps a billiard room.

Sir Robert Collier :—Then would they have power to prescribe the hours during which he might keep it open ?

Mr. Kerr :—This would not give them power to control it in that way.

Sir R. Collier :—Then the license would be a mere license to keep the billiard room open for a certain time.

Sir Barnes Peacock :—To carry on the business of a billiard table keeper. That is all he can do.

Mr. Kerr :—That is all he can do.

Sir Barnes Peacock :—When he got that license, the mode in which he was to carry on that business would not be regulated by that license, but by another Act.

Mr. Kerr :—By another jurisdiction.

Sir Barnes Peacock :—They could not license him to keep his billiard table open for six days in the week, for example, only.

Mr. Kerr :—I apprehend it would simply be a license to carry on the trade, and it is not done for the purpose of enabling him to carry on the trade, but for the purpose of enabling the Government to get a revenue.

Sir Richard Couch :—It is a form of imposing a tax.

Mr. Kerr :—That is all.

Sir Barnes Peacock :—It says “for the purpose of raising a revenue.”

Mr. Kerr :—It says so. This Provincial license is not for the purpose of saying how that trade is to be carried on ; it is not for the purpose of saying where he is to do it, beyond that it may be done anywhere within the Province.

Sir Robert Collier :—May he not have a license to open a billiard room in such and such a place.

Mr. Kerr :—It may define that, because it is for the purpose of raising a revenue for provincial, local or municipal purposes.

Sir Robert Collier :—That he may carry on the business of a billiard table keeper at No. 5, in such a street.

Mr. Kerr :—It might be that.

Sir Robert Collier :—But it is not to say five days in a week or six days.

Mr. Kerr :—I think not, and for this reason, because the moment they go beyond that they are doing something more than doing it for the purpose of raising a revenue, just as your Lordships will see on taking a view of the sections of the Act, the power of taxation under section 91 is vested in the Dominion Parliament. It is expressly referred to by sub-section 3 : “The raising of money by any mode or system of taxation.” That is the way in which the power of taxation is given. But as a Province

may require a revenue beyond what is provided in the nature of a subsidy by this Act to carry on its affairs, and beyond what its own revenue from its own productions may realize for it, they have made special mention of a special tax which they authorize the Province to raise. Subsection 2 illustrates what I mean: "Direct taxation within the Province, in order to the raising of a revenue for Provincial purposes." So, in the same way, if that should not be sufficient and they still require further revenue for provincial or for local or municipal purposes, they may then make laws providing that licenses should be taken out and fees paid therefor.

Sir Robert Collier:—Then, as I understand you, any license may be absolute and not subject to any conditions.

Mr. Kerr:—So far as the Province is concerned.

Sr Barnes Peacock:—You must have a license to carry on the business, but when you have got that license you must carry on the business according to the law, and if the Dominion says "you must not sell spirits in a tavern," all you get there is a license for a tavern.

Mr. Kerr:—That is the point.

Sir Robert Collier:—Could they not prescribe how many billiard tables he should keep, one or more. This is a license to keep one table. Is it within their dominion to prescribe how many tables he might keep.

Mr. Kerr:—The license we are talking of now is a license to keep a tavern to sell liquors.

Sir Robert Collier:—This is the case of a license to keep a billiard table—one table.

Mr. Kerr:—Quite so. Then I suppose, of course, that the Legislature could, for the purpose of raising a revenue, impose a duty upon each table. I do not know how far that would be carried, but the control of it, the legislative control of the business, is vested in the other Legislature. That is the contention.

Lord Fitzgerald:—You have cited the case of "The Queen vs. Russell," and the decision, as I understand it, there, was simply that the Canada Temperance Act was not *ultra vires* of the Dominion Parliament. The way in which I suppose you would use it is this, for the interpretation which my Lords have put in the Judgment upon "property and civil rights" and matters of a merely local and private nature; otherwise, it does not affect the case as a decision.

Mr. Kerr:—Except this, that that was an interference or control of the liquor traffic.

Lord Fitzgerald:—What the Canada Temperance Act does, as I understand it, is this. If a locality exercises its option in the manner prescribed, the Act may be declared by the Central Government to be in force there, and then it operates to prohibit the retailing of spirituous liquors—prohibits it entirely.

Mr. Kerr:—Prohibits the sale in that locality and regulates the manufacture of it in that locality for sale elsewhere.

Lord Fitzgerald:—Just so. This Act, as I understand it, has not been accepted by the Province of Ontario.

Mr. Kerr:—It has been, in some municipalities.

Lord Fitzgerald:—Only in some, but not as a general rule.

Mr. Kerr:—Not as a general law.

Lord Fitzgerald:—It has not been accepted in Toronto.

Mr. Kerr:—No; and so, of course, what I argue from it is, that when the Supreme Court were dealing with the matter and your Lordships on appeal—for the reasons which are given here apply not merely to that particular Act, but apply to the question of jurisdiction of the Local Legislature—they say with regard to that, that the legislation in respect to traffic in liquor, whether it be in the nature of regulation or prohibition, was not within the jurisdiction of the Local Legislature. I have the case before me: "With regard to the first of these classes, No. 9, it is to be observed that the power of granting licenses is not assigned to the Provincial Legislatures for the purpose of regulating trade, but in order to the raising of a revenue for provincial, local or municipal purposes." So that it is put there as not assigned

to the Provincial Legislature for the purpose of regulating trade, but "in order to the raising of a revenue for provincial, local or municipal purposes." In other words, it is not done for the purpose of enabling the Legislature to say how that business is to be carried on, or under what circumstances, except that they may, for the purpose of revenue, impose a duty, or tax, or license fee, in order that they may get a revenue.

Sir Barnes Peacock :—If any person thinks it is worth his while to pay duty for the license, he must carry on the business according to the law of the land.

Mr. Kerr :—The general law of the land.

Sir Barnes Peacock :—Supposing the Dominion were to say no billiard table keeper should allow a game at pool to be played for more than a £20 stake, although I might have a license to keep a billiard table I should be violating the law of the Dominion if I allowed gambling to go on by allowing pool to be played for £100 stakes.

Mr. Kerr :—Exactly; I should put the matter in this way: I apprehend it would be competent for the Province to pass a law providing that no one should carry on the business of the sale of liquor unless he took a license out and paid a certain fee, and they might impose a certain fee on all who did carry on that business. But the Dominion might do more, and might say: "No person shall carry on the business at all." They have absolute control for the peace, order and good government of the country. They could say, "for the peace, order, and good government of Canada, we prohibit the sale of liquor at all within the limits of Canada." So that the revenue clause here would entirely fall to the ground.

Sir Barnes Peacock :—They might not allow gambling saloons. If any person chooses to take out a license for a saloon they might say that he could not carry on gambling in that saloon.

Mr. Kerr :—Exactly.

Sir Barnes Peacock :—I am speaking merely of that section.

Mr. Kerr :—Quite so. Then there is another paragraph in the judgment with regard to that sub-section 9: "Their Lordships think that the right construction of the enactments does not lead to any such inconvenient consequence:" That is talking about the revenue being destroyed: "It appears to them that legislation of the kind referred to, though it might interfere with the sale or use of an article included in a license granted under sub-section 9, is not in itself legislation upon or within the subject of that subsection and consequently is not, by reason of it, taken out of the general power of the Parliament of the Dominion."

Sir Robert Collier :—That assumes that a license might be granted under sub-section 9.

Mr. Kerr :—Yes; although the Act we are talking of is one which was prohibiting the sale of liquor within the locality, so that what your Lordships point out is, that that did not show that the legislation was in any way reserved to the Province, or taken out of the general power of the Parliament of the Dominion. Then the next question which was pressed there was this: "Next, their Lordships cannot think that the Temperance Act in question properly belongs to the class of subjects, 'property and civil rights.' It has in its legal aspect an obvious and close similarity to laws which place restrictions on the sale or custody of poisonous drugs, or of dangerously explosive substances. These things, as well as intoxicating liquors, can, of course, be held as property, but a law placing restrictions on their sale, custody, or removal, on the ground that the free sale or use of them is dangerous to the public safety, and making it a criminal offence, punishable by fine or imprisonment, to violate these restrictions, cannot properly be deemed a law in relation to property in the sense in which those words are used in the 92nd section." So that your Lordships go on and point out that although it was interfering with the dealing with property which a man has acquired, yet it does not follow at all that the power of the Dominion Parliament has been interfered with in that way. Then it is pointed out: "Laws which make it a criminal offence for a man wilfully to set fire to his own house, on the ground that such an act endangers the public safety, or to over-work

his horse, on the ground of cruelty to the animal, though affecting, in some sense, property and the right of a man to do as he pleases with his own, cannot properly be regarded as legislation in relation to property or to civil rights." So it was held that those words did not confer jurisdiction on the Local Government and to exclude the Dominion. In the same way the next point that was dealt with was: "It was lastly contended that this Act fell within sub-section 16 of section 92—'generally all matters of a merely local or personal nature in the Province.' It was not, of course, contended for the appellant that the legislation of New Brunswick could have passed the Act in question, which embraces in its enactments all the Provinces; nor was it denied, with respect to this last contention, that the Parliament of Canada might have passed an Act of the nature of that under discussion, to take effect at the same time throughout the whole Dominion. Their Lordships understand the contention to be that, at least in the absence of a general law of the Parliament of Canada the Provinces might have passed a local law of a like kind, each of its own Province, and that as the prohibitory and penal parts of the Act in question were to come into force in those counties and cities only in which it was adopted in the manner prescribed, or as it was said, 'by local option,' the legislation was in effect, and on its face, upon a matter of a merely local nature." Then the judgment of Chief Justice Allen is referred to. He gave judgment which is not followed. The learned Chief Justice says: "Had this Act prohibited the sale of liquor instead of merely restricting and regulating it, I should have no doubt about the power of the Parliament to pass such an Act; but I think an Act which, in effect, authorizes the inhabitants of each town and parish to regulate the sale of liquor, and to direct for whom, for what purposes and under what conditions spirituous liquors may be sold therein, deals with matters of a merely local nature which, by the terms of the 16th sub-section of section 92 of the British North America Act, are within the exclusive control of the Local Legislature." Their Lordships cannot concur in this view, "dissenting from the view of Chief Justice Allen on that point expressly." The declared object of Parliament in passing the Act is that there should be uniform legislation in all the Provinces respecting the traffic in intoxicating liquors, with a view to promote temperance in the Dominion. Parliament does not treat the promotion of temperance as desirable in one Province more than another, but as desirable everywhere throughout the Dominion." So that what was the crucial test and the cannon of construction of the two sections is: does it appear that this legislation was a matter in respect to which power was given to the Legislative exclusively to make laws in relation to it under any of the sub-sections which are defined, because your Lordships will see that the general construction and distribution of power is this: certain definite matters of legislation are given to the Provincial Legislature; all beyond that is vested in the Dominion; all matters which are not expressly defined by this section 92 are reserved to the Dominion, and that is expressly put so in section 91.

Sir Richard Couch:—Their Lordships said in that case, from the nature of that Act, it could not be treated as a matter of local nature.

Mr. Kerr:—They said so, and if not in that, *a fortiori* in this.

Sir Richard Couch:—It was to regulate the trade throughout the Dominion, and was not made local because of the option to put it in force in particular places.

Mr. Kerr:—Which enabled it to be put in force in only those counties which adopted it.

Sir Arthur Hobhouse:—The ground of the decision was, that it was not local or private, because it related to the general law and order—public safety and order.

Sir Robert Collier:—Throughout the whole Dominion.

Sir Arthur Hobhouse:—Not merely because it extended to the whole Dominion, —but because it was a subject which affected the whole Dominion alike.

Mr. Kerr:—And which was, therefore, a law for the peace, order and good government of Canada. It is put expressly on that ground here in the concluding part of the judgment: "Having come to the conclusion that the Act in question does not fall within any such classes of subjects assigned exclusively to the Provincial Legislatures, it becomes unnecessary to discuss the further question whether its provisions

also fall within any of the classes of subjects enumerated in section 91. In abstaining from this discussion, they must not be understood as intimating any dissent from the opinion of the Chief Justice of the Supreme Court of Canada, and the other Judges who held that the Act, as a general regulation of the traffic in intoxicating liquors throughout the Dominion, fell within the class of subject, 'the regulation of trade and commerce.'"

Lord Fitzgerald:—There is no conflict between the Act of 1878 and the Local Option Act. They may co-exist, and do co-exist. Your position is this: that the Provincial Legislature could not pass any Act at all regulating the sale of spirituous liquor within the Province. For instance, if they passed an Act in this form: "Be it enacted that no license dealer in spirituous liquors shall keep his shop open from Saturday evening till Monday morning," that is *ultra* the power of the Provincial Legislature and must go to the Dominion.

Mr. Kerr:—Yes.

Lord Fitzgerald:—That would be carrying *Russell vs. The Queen* a long way.

Sir Richard Couch:—That was certainly not decided in *Russell vs. The Queen*.

Sir Robert Collier:—In *Russell vs. The Queen* there was no possible question that the Act could not have been passed by the Local Legislature. It applied to the whole of Canada.

Mr. Kerr:—The question was argued that a similar law might have been enacted with reference to each Province and, therefore, if that was so, it was a matter assigned exclusively to the Provincial Legislature, and it could only be so if it was assigned to the Provincial Legislature. In other words, the Provincial Legislature could only adopt such an Act if it was a matter assigned exclusively to it.

Sir Arthur Hobhouse:—*Russell vs. The Queen* does not intend to decide that if the subject is one attributed to the Provincial Legislature the Dominion can get seizure of it extending the extent of it beyond the Provinces.

Mr. Kerr:—In other words, the Act which was in *Russell vs. The Queen* would have been equally a matter of Dominion jurisdiction if on its very face they had limited it to some of the Provinces only, because it was in relation to trade and commerce, a subject within its jurisdiction, and because it was a subject which came within the law for the peace, order and good government of Canada. It would have been so equally, although in its terms, instead of being an Act applicable to the whole of the Dominion, they had limited it to some of the Provinces, because the subject matter conferred upon it that jurisdiction.

Sir Arthur Hobhouse:—Your difficulty is, in saying that each municipality may not be trusted to decide for itself as to the exact hours that public houses should be kept open. That is the question you have to meet.

Lord Fitzgerald:—The question is, whether in the absence of any such Act as the Local Option Act, the Parliament of New Brunswick had passed a local Act regulating the hours of opening, the decision would not have been that that would not have been *ultra vires*.

Mr. Kerr:—In dealing with the case in the Supreme Court of Canada, his Lordship the Chief Justice, whose judgment is endorsed in that way, dealt with the matter exactly from that standpoint, and he says that the question had already come before him, and that he adheres to the same view that it was not a matter within the jurisdiction of the Local Legislature, but was a matter within the jurisdiction of the Dominion: "When I had the honor to be Chief Justice of New Brunswick, the question of right of the Local Legislature to pass laws prohibiting the sale," &c., &c., (reading from the Supreme Court Reports to the words) "declared the Act which did extend *ultra vires*, and therefore, unconstitutional."

Lord Fitzgerald:—That is to prohibit.

Mr. Kerr:—Yes: "I have carefully reconsidered the judgment then pronounced, and I have not had the least doubt raised in my mind as to the soundness of the conclusion at which the court arrived on that occasion," &c., &c. (Reading to the words) "I think so still, and therefore am constrained to allow this appeal." That was, as one of Your Lordships has just pointed out, with regard to prohibiting the

trade, but the reason on which his Lordship puts it, that they had not the power to prohibit, was, because the control of the trade and the regulation of the trade which is comprised within its larger power to prohibit was vested in the Dominion and not in the Local Legislature at all. "It has been likewise very strongly urged that the Dominion Parliament cannot have the power to permit the sale of intoxicating liquors as a beverage, &c., &c. (reading to the words) "by means of shop and tavern licenses. I fail to appreciate the force of the objection."

Sir Robert Collier :—Do you go as far as this, to say that if the Local Legislature grant a license, or have power to grant a license to sell spirituous liquors at all times, that they cannot limit the time, that it must be a license to sell upon Sunday during Divine service; that it must be a license to sell at all hours of the night; that they could not impose in the license the condition that the man must sell only up to twelve at night, for example? You would have to go that length.

Mr. Kerr :—Your Lordship will pardon me, if I answer that question in this way. If there was no license law at all, then any person could sell at any hour they choose, and it would be by a restriction being put on that trade that the person acting on it would be controlled. The position I take is, not that there may not be a law passed, not that there is not power to control the trade, or the person engaged in it, but that that power is in the Dominion, and that the only power which is given is not with regard to the trade. The power we are speaking of is not with regard to acquiring a revenue.

Sir Robert Collier :—Then your answer to my question is, that the Local Legislature could not prescribe any hours for the sale of liquor at all. If they granted a license, it must be to sell liquors at all hours.

Mr. Kerr :—At all times.

Sir Robert Collier :—And they could not make any condition that it should not be sold, for example, on Sundays, or at any other times?

Mr. Kerr :—Quite so.

Sir Robert Collier :—And if you require any legislation about the sale of liquor on a Sunday, that it must be done by the Dominion?

Mr. Kerr :—Quite so.

Sir Robert Collier :—The Local Legislature may grant a license to sell liquor, but you must go to the Dominion for the purpose of getting an Act regulating the hours at which it must be sold, and so on.

Mr. Kerr :—Yes; just as, for instance, the other parties were required to. This is not confined to a liquor license, but it includes "shop, saloon and auctioneers' licenses." An auctioneer can carry on his trade by night and day.

Sir Robert Collier :—Or on Sunday, of course?

Mr. Kerr :—If it is not contrary to the law of the land. It would be contrary to the general law of the land; so that he could not do it on Sunday.

Sir Robert Collier :—I do not know that that is so?

Mr. Kerr :—By our Statute law, it is so. I was speaking of that, so that it would simply mean a tax. It is a tax upon a trade, in other words, instead of a tax upon property. They may raise a revenue for provincial, local, or municipal purposes out of this particular kind of property or trade, just as they might raise a revenue or just as they might have had power given them to raise it out of any other character of business, and that is all. I am reading from the judgment of the Chief Justice which is referred to.

Lord Fitzgerald :—Is that in the report?

Mr. Kerr :—It is reported in the Third Supreme Court Reports of Canada, page 505, the case of *The Queen vs. Fredericton*. He says: "From the same process of reasoning it has been strongly argued that the Dominion Parliament cannot have the right to prohibit the sale of intoxicating liquors as a beverage," &c., &c. [reading to the words] "over the same subject."

Sir Arthur Hobhouse :—He seems to consider that those concluding words of Section 91 of the British North America Act refer to all the classes in section 9 and not only to class 16. He seems to take that view?

Mr. Kerr :—Yes, and that view is adopted by Mr. Justice Gwynne, in the elaborate judgment which he gave, which is reported in the same volume. I think the extent to which he goes, is with regard to those matters which are specially mentioned. He is dealing with trade and commerce. What he says is, that by section 91, general power is given in respect of a subject matter, and that subject matter is trade and commerce. Now, if there is to be any loss to the Provinces by reason of the manner in which that subject matter may be treated by the Dominion, that does not necessarily interfere with the power of the Dominion. That is what I understand his judgment to be.

Sir Arthur Hobhouse :—It may come under clause 10 or clause 8.

Mr. Kerr :—Whatever it may come under, that is a curtailment of power.

Sir Arthur Hobhouse :—That seems to strike out of section 91 the words, “in relation to all matters not coming within the classes of subjects by this Act assigned exclusively to the Legislatures of the Provinces.” The concluding words of section 91 refer only to class 16 of section 92: “any matter coming within any of the classes of subjects enumerated in this section shall not be deemed to come within the class of matters of a local or private nature, comprised in the enumeration of the classes of subjects by this Act assigned exclusively to the Legislatures of the Provinces.” That is class 16. Such a view of the Act as that would support the Dominion Legislature in almost anything.

Mr. Kerr :—I can illustrate it by some other cases dealt with in the two sections, because it seems to me that the language which he uses here is intended to be simply applied as a threat to prevent it, but section 91 gives the general power to legislate only with this qualification, that there are certain subjects which are assigned exclusively to the Legislatures of the Provinces. Those are defined in section 92. To the extent to which they are defined there is the power to deal with them by the Province alone. If any of these are carved out of any other subject, and the dealing with the larger matter would have the effect of prejudicing the Province, as, for instance, in this particular case in the raising of a revenue, that would not exclude. That is the extent only to which he goes—not to the larger extent, which I rather overstated when I was putting it just now. Then, they say one of the matters which undoubtedly is vested in the Dominion Parliament is the power to legislate in the regulation of trade and commerce, and if the legislation in respect of that shall, by its operation, have the effect of cutting out the raising of a revenue or the reducing of a revenue, it does not necessarily follow that the Dominion may not legislate. On the contrary, theirs is the superior power, and the effect may be that the other may suffer by not having power to raise a revenue in that way. That is the extent to which I think the judgment goes. That, at all events, is the only extent to which I am pressed to present it before your Lordships.

Now, my Lord, there are other illustrations of it; as, for instance, the Dominion Parliament have the power of raising money by any mode or system of taxation. There is a sub-section of section 92 which gives to the Province direct taxation within the Province, in order to the raising of a revenue for provincial purposes. It may so happen that for Dominion purposes a revenue might be required to be raised by a mode that might interfere with direct taxation and so might temporarily or permanently fetter or cripple the Legislature in doing that which is apparently given to it—direct taxation to the Province—but the larger power being given to the Dominion, it would control, and the fact that it was for the time interfering with this power given of direct taxation, or with its efficacy, would not, in the slightest degree, interfere with it. In the same way section 26 confers power upon the Dominion to make laws in relation to marriage and divorce, sub-section 12 gives the power to the Local Legislature in respect to the solemnization of marriage in the Province. The two are consistent, but the larger power may be exercised, the lesser power being the solemnization of the marriage as against the general power relating to divorce—although it may have a relation directly upon property and civil rights. Then, in the same way, on the other hand, to deal with another matter: “The administration of justice in the Province, including the Constitution, maintenance and organization

of provincial courts, both of civil and of criminal jurisdiction, and including procedure in civil matters in those courts," is a larger power given exclusively to the Province, and yet that is to be controlled by the lesser power which is conferred upon the Dominion with regard to the particular matter of dealing with bankruptcy and insolvency, which is to be found in section 21. In the same way, under the head of "power given to the Local Legislature of dealing with property and civil rights," it has been held by your Lordships that that gives the control over the making of contracts, and the effect of contracts, to the Provincial Legislature. Yet we find bills of exchange and promissory notes, interest, and other matters of that kind, are referred to, and jurisdictions conferred upon the Dominion in respect to them, so that, while the two must be read together, we have to look first to see where is the larger power and whatever the effect may be upon the other. Then the larger power is not interfered with, as I take it, whether it be that the larger power is in the one case in the provincial or in the Dominion. One has got to consider this in dealing with the matter. It is not to be assumed that one Legislature alone can represent the views of the community, or know the wishes of the community exclusively. The two Parliaments, coming from the people as they do, one is just as well able to reflect the opinion and deal with the interests of the people, as the other, so that it is quite possible it may be necessary that legislation, to a certain extent, should be by the one with reference to one subject, and that it may be necessary to amplify that by the legislation of the other legislative bodies.

Sir Robert Collier :—I think the question of convenience is all in favor of localization.

Mr. Kerr :—Undoubtedly ; but the whole scope of this Act was against conferring this power.

Sir Robert Collier :—You were merely on the question of convenience. We are dealing, of course, with the actual law.

Mr. Kerr :—But the whole scope of the British North America Act has been against that. It has been to assign certain definite things, in some instances for certain definite purposes, in others, for general purposes. In this case it might be for the definite purpose of enabling the Province to raise a revenue that they gave this power, and for that purpose only ; and the general legislative power in respect of the subject matter so dealt with, is to be found in the other branch of the Legislature.

Then I would refer your Lordships, without detaining your Lordships, to the views which are in that way endorsed, if one may use that expression, by the judgment of your Lordships, the views not merely of the Chief Justice, but of Mr. Justice Gwynne, in the Supreme Court, who agreed with the Chief Justice, and they dealt with the matter in that particular way, that this was a matter relating to trade and commerce, and it was a matter which related to peace, order and good government ; that the power was given to the Dominion to deal with it, and it was only a qualified power that was given to the Local Legislatures for the purpose of raising a revenue, of issuing a license.

Sir Robert Collier :—It was not altogether *ultra vires*, but some of these provisions were *ultra vires*. It was *intra vires* to prescribe licenses.

Mr. Kerr :—Yes.

Sir Robert Collier :—And to use the proceeds for revenue.

Mr. Kerr :—Yes.

Sir Robert Collier :—So far the Act was *intra vires* but it was *ultra vires* when it professed to regulate the trade.

Mr. Kerr :—That is all we are called upon to press it.

Sir Robert Collier :—It is a portion of the Statute that is *ultra vires* not the whole of it.

Mr. Kerr :—That is all, of course, we are only called on to attack that part of it which is the authority of this conviction. The judgment of Mr. Justice Gwynne deals with the matter very fully and very comprehensively, and he puts it very strongly and on very cogent reasons throughout. It is all contained in the report

which I have already read from, and I need not take up time now by further referring to it. That view has also been adopted in a case which has since been before our Courts: *The Queen vs. Howard*, in the 45th Upper Canada Reports, where the judgment of the Supreme Court on that point is referred to and approved of by our own Court of Queen's Bench. It seems to me, therefore, except so far as the sub-section 8 is concerned, that the judgment in *The Queen vs. Russell*, as I have endeavored to point out, may be cited as an authority in support of our position, and so far as sub-section 8 is concerned, I take it that is equally dealt with, because their Lordships put it in that way, that it does not fall within any of the classes of subjects assigned exclusively to the Provincial Legislature. Express mention is not made of it in the judgment now under consideration, and I should say something on this point. I should also mention that while this judgment is a judgment later in date than the judgment in *Russell vs. The Queen*, the judgment in *Russell vs. The Queen* is not referred to in it, for this reason: The judgment here was given on the 23rd June, and the judgment appealed from was given on the 30th June, and therefore the Court had not the judgment in *Russell vs. The Queen* before it, or no doubt there would have been some qualification of what is expressed in it with regard to some of the points which are directly in conflict with the view of your Lordships in *The Queen vs. Russell*. I have no doubt that is the reason of it. The Chief Justice of Appeal in dealing with this matter puts it that this legislation is only a change in the machinery of what were municipal institutions. At page 24 of the Record, line 30, he says: "I do not myself entertain any doubt as to the power of the Provincial Legislature to make the change made by the Act of 1875-6 in the municipal law as it then stood. I think it is to be regarded as only a change in the machinery by which municipal institutions of the Province had hitherto been worked; and as the power to make laws in relation to municipal institutions was conferred upon that Legislature by the Confederation Act, it clearly, in my judgment, had the power to make that change." To make the matter plainer, I should say that at the time the Confederation Act was passed the power to deal with licenses, and to issue licenses, had been conferred by the old Province of Canada on the municipalities. They issued the licenses, they received the fees, a portion of the fees being accounted for by them to the Government and a portion retained by them; and power was given by the Municipal Act, which was then in force, the 29th and 30th Victoria, to make by-laws for the regulation of houses of entertainment where liquors were sold. The argument of the learned Chief Justice is that inasmuch as that was on the face of the Statute Book at the time the British North America Act was passed, the Imperial Parliament had that in view when they conferred this power on the municipal institutions of the Province, and they, therefore, contemplated conferring all that was embraced in that Act upon the Local Legislatures; and that that was the state of the law, and continued the state of the law until the Act was passed of the 32nd Victoria by the Province of Ontario, when a change was made. The change which was made at that time may be stated substantially as being a change from the issue of licenses by the corporation—the municipality—to an issue of licenses by Commissioners of Police who had the control of the police force or organization of city or cities, and that in that way a change was made. That continued to be the state of the law until 1875-6, when by the 39th Victoria, chap. 26, of Ontario, the License Board was for the first time formed.

That is the Act which, in its consolidated form, Your Lordships are now considering. That has been consolidated by the revised Statutes, chap. 181. Now, by the 32nd Victoria, which was the first Act which it is necessary to trouble Your Lordships with on this subject, after Confederation, the power was transferred to the Police Commissioners.

Sir Robert Collier:—That is an Ontario Act?

Mr. Kerr:—Yes. Part of that Act is printed at page 44 of the Pink Book. It is only an extract from it. By that Act the only change that was made in the law before Confederation was this: Power was transferred to the Police Commissioners to issue the licenses. Power to make by-laws was given to the Council and to enforce the by-laws, but power to make the regulations and pass by-laws was not given to the

Police Commissioners, and that Act repealed the Municipal Act, so far as licensing under it was concerned. So that from that time on, the power which had been previously conferred on the municipalities under the Municipal Institutions Act disappeared altogether from the Municipal Act, by the Act of the Ontario Legislature. That continued then to be the state of matters till the Act was passed, 36th Victoria, the Municipal Act of that year, when power was given to the Commissioners to make by laws. Then that continued to be the state of matters till the 39th Victoria, which I referred to before, chap. 26. That is the Act of 1875-6, when, for the first time, the Board of License Commissioners was formed. Now, His Lordship says that the effect of that was merely a change in the machinery by which municipal institutions had been worked, but we submit that to the extent to which that was done it could not be done by the Provincial Legislature unless power was given by the words which appear before us. So that it is begging the question to say that it was merely a change of machinery which they had the power to do. There is no power there to create an offence. There had been none such before given or recognized as in the municipality.

Sir Arthur Hobhouse:—I understand that when the British North America Act was passed, the municipalities had the power of licensing and general regulation.

Mr. Kerr:—Yes; the word used was regulate. Then what I submit is, that it is begging the question altogether to say that it was a transfer of the machinery of municipal institutions, if it does relate to trade and commerce. There were very large powers in the old Municipal Act before Confederation. Some of those powers are directly in conflict with the powers which are conferred upon the Dominion Parliament by express words. For instance, power is given in that old Act in respect of a number of matters, but some of which, on their face, are apparent. Power with regard to regulating harbors, power with regard to regulating beacons, lights, and so on. By sub-section 9 of the British North America Act, such power is given expressly to the Dominion in respect of beacons, lighthouses, buoys, so by sub-section 10 "navigation and shipping," which would surely cover harbours. There are many other matters which undoubtedly interfere with trade and commerce. So that, I submit it is not right to say that when the British North America Act was passed the Imperial Legislature intended to confer upon the Provinces all the powers that were covered by or within the pages of the Ontario Municipal Institutions Act; at that time there were different laws relating to the municipal institutions of each of the Provinces. Some of the Provinces dealt with this very matter of licensing the sale of spirituous liquors in taverns, under the head of municipal institutions. That was so in Ontario and in Quebec, both of which formed Old Canada, and I believe it was so in Nova Scotia, as is referred to in the judgment of Mr. Justice Gwynne in the case of *The Queen vs. Fredericton*, but that was not so in New Brunswick. Under the head of "municipal institutions," there had been no such power assumed as to deal with licensing. How then can it be said that, when the British North America Act conceded to the Province the power to deal with Municipal Institutions, it meant to confer upon them the power to deal with licensing and regulate the sale of the traffic in liquor. If they did, where did they mean to do it? Did they mean to do it in the Province of Ontario and not in New Brunswick; or did they mean to say in the Province of New Brunswick they should have the power, under the head of "municipal institutions," which had already been assumed or conferred by the old Parliament of Canada, on municipal institutions in that part of the Dominion. I take it there must have been something in their minds which was more definite than that, and that it is fair to assume that what they meant by "Municipal Institutions" was such as would be contemplated by the law of this country. I do not understand that under "municipal institutions" in this country the power of licensing has ever been conferred upon any local institution of this kind at all, or at all events they meant only such municipal institutions as would probably relate to the management of the affairs of the community, such as roads and bridges, and a variety of other subjects of that kind, which would exclude anything coming within the purview or definition of trade and commerce. Then then qualifications

which is put in, I think, shows that it was of a more definite character, and that when we find by the one section. 8. Municipal institutions in the Province, without any addition to it, saying that that shall comprise the licensing or regulation of taverns, or the sale of liquor, and find that followed up by a specific reference to a qualified power over licensed houses, or over the traffic, that is to say, the imposition of a fee, it is fair to assume it was not intended by the general words "municipal institutions" to comprise licensing, or the regulation of houses, or persons engaged in the liquor traffic; although it might have been at one time conferred upon the municipal institutions by the old Province. I think, therefore, that if we are to infer anything from the language, it would be fair that we should infer it was not intended to confer any such power, having regard to the fact that the general words "municipal institutions" are used, and that the particular ground upon which the power is given to impose the fee is defined as we have it here. Then, in addition to that, under the wording of the other section, we have express power given.

My Lords, in the consideration of the matter, reference has been made to the Constitution of the United States. That is adverted to in the judgments.

Sir Robert Collier :—That is a long way off this.

Mr. Kerr :—It is a very long way off the present case, but it is referred to as an authority there. It seems to me that, looking at the American authorities cited in the judgment, the fact is lost sight of that our Constitution is precisely the converse of the American Constitution; that, in other words, the general and larger power is in the Constitution of the United States, in the State, and it is only the definite exception to it which is conferred upon the General Congress.

Sir Arthur Hobhouse :—A sort of residuary legatee of State legislation.

Mr. Kerr :—Exactly; and it is put by Mr. Cooley and Chief Justice Marshall in one of these judgments, in interpreting their Constitution: You look for grants of power to the general power, and you look in the State Constitution for limitation. Now, here the converse is the case, you look for specific definite power given to the Province, and then all that is not conferred there is vested in the Dominion; so that, I take it, the distinction on that account is a good one, and that the authority which is referred to is only to be applied in a converse way, to make it applicable as an authority for us rather than an authority against us.

I will not detain your Lordships further with that question as to the relative power. The next question which is raised on the appeal, is that, even if the Provincial Legislature had power to legislate in respect of this, it could not delegate its authority, as it has done here, to another body. As I pointed out, the power which is given here under the British North America Act is to legislate. They may make laws in relation to matters coming within certain subjects. Now, assuming that they had power themselves to legislate, and to regulate it to pass such a resolution as there is here, they could not delegate that to another body. What they did here was this: This is not an enactment of the Province which has been violated. It is a resolution passed by the Board of License Commissioners. That is the resolution that I referred to. Under the License Act, chap. 181, sec. 4, the License Commissioners may, at any time, before the 1st May in each year, pass a resolution or resolutions for regulating and determining the matters following, that is to say, for regulating the taverns and shops to be licensed; and in and by such resolution of a Board of License Commissioners, the Board may impose penalties for the infraction thereof. The resolution in question, which was passed under that, is to be found at page 7 of the Record, and it is a resolution of the License Commissioners, passed under the assumed authority of that Act. What we submit is, that that could not be done—that the powers cannot be delegated in that way. I will refer your Lordships to the views propounded by Mr. Cooley, a writer on Constitutional Limitation, who is recognized as an authority in the Supreme Court of the United States, and whose work is constantly cited in both our own courts and there.

Lord Fitzgerald :—In the Court of Appeal, at Toronto, they treat this as the real question in the case.

Mr. Kerr :—In the court, of first instance, they treat it as the real question, and in the Court of Appeal they had to deal with more. The Court of Queen's Bench, having dealt with the matter on the ground that there was no power to delegate, it was unnecessary for that court to consider the matter further, but when the Court of Appeal reserved that judgment, it was necessary for them to go on and consider the question of the jurisdiction to pass the law.

Sir Arthur Hobhouse :—What is the book you are citing? (*Mr. Kerr*)—Cooley on Constitutional Limitation, section 117.

Sir Barnes Peacock :—This is an American work. (*Mr. Kerr*)—Yes.

Sir Richard Couch :—It is often cited in these cases.

Mr. Kerr :—He is recognized as a man of high authority. "One of the settled maxims in constitutional law is that the power conferred upon the Legislature to make laws cannot be delegated by that department to any other body or authority. Where the sovereign power of the State is located the authority for it must remain, &c., &c." [Reading from section 117 of Cooley on Constitutional Limitation.] He cites this from Locke, on Civil Government, at page 142.

Lord Fitzgerald :—We will treat that as part of your argument and not as an authority.

Mr. Kerr :—Yes. I refer to it, however, as an authority that is adverted to, because these books are quoted in the judgment of the court now under appeal, and I was, therefore, invoking them as an authority against the court which had decided against me.

Sir Arthur Hobhouse :—Do you mean that the Legislature cannot divest itself of its authority or responsibility.

Mr. Kerr :—Yes.

Sir Arthur Hobhouse :—As long as it keeps the control in its own hands.

Mr. Kerr :—What they have done here has been this: They having power from the Imperial Parliament to make laws exclusively with regard to a particular matter, instead of doing that they authorize a body of License Commissioners to do that which they themselves should have done.

Lord Fitzgerald :—If the subject matter of the Act in question was within the power of the Provincial Parliament, I apprehend that it follows from that, that it has entire power of legislation as to that particular subject. There is no doubt the Imperial Parliament here does make these delegations and gives power to make by-laws and impose penalties. A great amount of the judicial system now depends upon rules made by the judges, having the force of an Act of Parliament, by a power delegated to them by Statute.

Sir Barnes Peacock :—That is done by the Imperial Legislature. This is a delegated power. There are certain things they cannot do in making by-laws. They cannot make any by-laws they please. Here they have allowed them to give a sentence of imprisonment with hard labor. That is a very strong measure to delegate.

Sir Robert Collier :—It is a plenary power of legislation within the scope, surely.

Mr. Kerr :—What we submit with regard to that is, that while we do not for a moment contend that the legislation is not extensive in so far as the subject matter is concerned, and that the Legislature cannot in that sense deal with it, yet that having been conceded to it by a Statute conferred by the Imperial Parliament, they cannot go further and assign the responsibility to some one else.

Lord Fitzgerald :—Would not that be reducing the Provincial Legislature to the mere delegate of the Imperial Parliament.

Mr. Kerr :—In that sense I take it that the Provincial Legislature is to be treated as such, with plenary powers of legislation.

Sir Barnes Peacock :—Could the Dominion Legislature entrust the Provincial Legislature with all its powers; that is to say, transfer all the powers given by Parliament to the Dominion to the Provincial Legislatures respectively, and oust themselves of that power.

Mr. Kerr :—That would be the test.

Sir Robert Hobhouse :—Not oust themselves.

Sir Barnes Peacock :—If they could give it to anybody else, could not they say : “No longer shall the Dominion have power to legislate.” Could they give all their powers to the Provinces, respectively? Under that Act of Parliament which gives them power to legislate upon these matters, they might say, we will give it to somebody else.

Mr. Kerr :—I submit with confidence that could not be done, and in the same way they could not have put in their original Liquor License Act. We authorize the Board of License Commissioners so constituted to make laws in relation to the trade to be carried on by all persons licensed.

Sir Robert Collier :—Does not your argument come to this, that there is no power in Canada to give to any municipal corporation power to make by-laws?

Mr. Kerr :—That does not follow necessarily.

Sir Barnes Peacock :—You cannot by any by-laws impose a penalty?

Sir R. P. Collier :—Or a by-law imposing a penalty. The whole Parliament has no legislative power to enable any municipal corporation to pass a by-law imposing a penalty. The argument must go to that length.

Mr. Kerr :—I submit not necessarily, unless it comes to be within the Municipal Institution Act. If it is a right conferred upon the municipal institutions, it may be necessarily implied from that; but, I will put the matter in this way: Section 93 confers upon each Legislature the exclusive power to make laws in relation to education. Could it be said that, under that section, the Legislature could empower the Minister of Education, or the Inspector of Schools, in a particular locality, to make laws in relation to education under which he might impose penalties, say, for instance, require that every child should attend, or that every child late should be guilty of an offence, punishable by imprisonment or hard labor.

Sir Richard Couch :—Must that be done by an Act of the Legislature?

Sir Arthur Hobhouse :—Why should they not do that? It may be very unwise, but why should not they do it?

Lord Fitzgerald :—Suppose the Legislature had passed a compulsory Act, requiring that every child, under a certain age, should attend school, would not it be competent to give to the separate Boards power to make by-laws to regulate the hours?

Sir Barnes Peacock :—Take the power to borrow money on the credit of the Dominion: could they delegate these powers? Could they say that they appointed Commissioners to have the power of raising money for local purposes? Could they do that?

Sir Arthur Hobhouse :—I do not see why they should not. It may be very unwise.

Mr. Kerr :—I should say to your Lordships, with regard to the matter of education, that the power to regulate the hours of attendance at school, and so on, is a very different matter to regulating a trade. Exclusive power is given with regard to education to the Province, and it is in no sense in conflict with any other power there may be in any other part of the Act with regard to Dominion power. For that reason it would be quite competent to regulate the hours with regard to attendance at school when it would not be so with regard to carrying on a trade.

Sir Arthur Hobhouse :—That is a question as to whether a subject matter is within the power. The question now is, whether having the subject matter in their power, they may not employ agents to make rules about that subject matter, but must make every rule themselves.

Mr. Kerr :—There is a great deal to be said in favor of the view that when the Legislature conferred by its constitution legislative power, they intend to clothe them with plenary power to carry it out, and of course the case of *The Queen vs. Burah*, which is so often quoted, and referred to in the judgments here both for and against the view I am contending for, is the leading authority we have on that point. It is in the 3rd Appeal Cases, page 889. But what I submit is, that if we test this case by *The Queen vs. Burah*, or test *The Queen vs. Burah* by this case, it is clear that this is

certainly something beyond what is approved of in *The Queen vs. Burah*. There, as your Lordships remember, the Indian Legislature had power expressly limited by the Act of the Imperial Parliament which created it, and the suggestion was that that conferred power upon the Lieutenant-Governor by proclamation to include certain districts within the operation of certain laws. At page 904 of the judgment, it is stated "The Indian Legislature has powers expressly limited by the Act of the Imperial Parliament which created it, and it can of course do nothing beyond the limits which circumscribe these powers." That is what we say here: "But when acting within those limits, it is not in any sense an agent or delegate of the Imperial Parliament, but has, and was intended to have, plenary powers of legislation, as large and of the same nature as those of Parliament itself. The established courts of justice when a question arises whether the prescribed limits have been exceeded must of necessity determine that question, and the only way in which they can properly do so is by looking to the terms of the instrument by which, affirmatively, the legislative powers were created, and by which, negatively, they are restricted. If what has been done is legislation within the general scope of the affirmative words which give the power, and if it violates no express condition or restriction by which that power is limited (in which category would, of course, be included any Act of the Imperial Parliament at variance with it), it is not for any court of justice to enquire further, or to enlarge constructively those conditions and restrictions. Their Lordships agree that the Governor General in Council could not by any form of enactment create in India and arm with general legislative authority a new legislative power not created or authorized by the Councils Act." That is the part of the judgment I desire to invoke. That the Parliament of Ontario could not by any form of enactment create in Ontario, and arm with general legislative authority, a new legislative power not created or authorized by the Council's Act. "Nothing of that kind has, in their Lordships opinion, been done or attempted in the present case." But in the present case we submit there is a legislative power given to execute. "What has been done is this. The Governor General in Council has determined, in the due and ordinary course of legislation, to remove a particular district from the jurisdiction of the ordinary courts and offices, and to place it under new courts and offices to be appointed by, and responsible to the Lieutenant-Governor of Bengal, leaving it to the Lieutenant-Governor to say at what time that change shall take place, and also enabling him, not to make what laws he pleases for that or any other district, but to apply by public notification to that district, any law or part of a law which either already was, or from time to time might be in force, by proper legislative authority in the other territories subject to his Government." What I assume is that *The Queen vs. Burah* would establish this, that if the Ontario Legislature had enacted this resolution under which the conviction has taken place, and had provided that this should not come into operation in any electoral district until the people or the Lieutenant-Governor should do something to bring it into effect, that would be conditional legislation within the definition of *The Queen vs. Burah*. But in the *Queen vs. Burah* the case has been as it is here. If, instead of saying that the Lieutenant-Governor in Council may, by proclamation, declare when some existing law which has been enacted by the Legislature shall come into effect in a particular case, it had said the Lieutenant-Governor in Council may make laws with regard to that particular territory, for the purpose of governing the people there, or governing any particular class of people, or any particular trade carried on there, that would have been enabling him to make such laws as he pleased, and that would be going further than the law would have justified, because it would have been by the form of enactment giving a general legislative authority instead of legislative power.

Sir Arthur Hobhouse:—Would it not be absolutely necessary, in a political crisis, to give an officer very absolute powers indeed, in a Province, to act upon immediately? It is not very likely to occur in Canada, but in India such a thing might occur very easily.

Sir Barnes Peacock:—The resolution of the Commissioners would not require the assent of the Governor General, but the Act would.

Mr. Kerr:—I was coming to that.

Sir Robert Collier:—It is said that the Local Legislature does not exercise a delegated power, but has the same power within the limits of its jurisdiction as the Imperial Legislature. If you apply that case within this limited power, namely, of dealing with licenses, and the Local Legislature has the same power that the Imperial Legislature has, then, undoubtedly, it could confer this power upon the local Board. There is no question that the Parliament here could do it.

Mr. Kerr:—No doubt.

Sir R. Collier:—Then, if the Local Legislature has the same power within those limits, it can do what the Imperial Legislature could do, which is the thing in question.

Sir Barnes Peacock:—The Local Legislature could not do anything without the assent of the Governor General, and subject to the assent of the Queen here.

Mr. Kerr:—That is just the point I am coming to. His Lordship says, at page 905: "Their Lordships agree that the Governor General in Council could not, by any form of enactment, create in India and arm with general legislative authority a new legislative power, not created or authorized by the Councils Act." I submit this, that the Province of Ontario could not create in Ontario, and arm with general legislative authority, a new legislative authority, not created or authorized by the British North America Act. And then following that out, "what the Governor General has done, by what he has left to the Lieutenant-Governor, has not enabled him to make what laws he pleases in that, or any other district." I am excluding my case from the operation and effect of that decision, and as your Lordship has just pointed out, there is reason for it, and it is this: Under our British North America Act, it is not merely the Province of Ontario and the Legislature, but the power of legislation in its form, is a power of legislation in which both the Central and the Provincial Parliaments are represented. So far as the provincial power is concerned, the Provincial Legislature may enact the laws, but that is all subject to review, and must be approved of either actively or silently. It is the subject of disallowance—absolute disallowance—not disallowance for reasons, but absolute disallowance, so that there must be a concurrence of view for the purpose of effectively legislating, not merely in the Legislature of the Province, not merely in the assent of the Lieutenant Governor, but with either the express or implied assent of the Governor General in Council, who has, within one year, the power of absolutely disallowing any Act and without any reasons whatever. Your Lordships will see that that is so. By section 90 of the British North American Act, it is provided: "The following provisions of this Act respecting the Parliament of Canada, namely, the provisions relating to appropriation and tax bills, the recommendation of money votes, the assent to Bills, the disallowance of Acts, and the signification of pleasure on Bills reserved, shall extend and apply to the Legislatures of the several Provinces as if these provisions were here re-enacted and made applicable in terms to the respective Provinces and the Legislatures thereof, with the substitution of the Lieutenant Governor of the Province for the Governor General, of the Governor General for the Queen, and for a Secretary of State, of one year or two years, and of the Province for Canada."

Then the sections which are referred to under that head are, first, section 55: "Where a Bill passed by the Houses of Parliament is presented to the Governor General for the Queen's assent, he shall declare, according to his discretion, but subject to the provisions of this Act and to Her Majesty's instructions, either that he assents thereto in the Queen's name or that he withholds the Queen's assent, or that he reserves the Bill for the signification of the Queen's pleasure." Then reading that section as also altered by the effect of the section I have just read, it would say that where a Bill passed by the Legislature of Ontario is presented to the Lieutenant Governor for his assent, he shall declare according to his discretion, whether he assents or not. Then, section 56: "When the Governor General assents to a Bill in the Queen's name he shall, by the first opportunity, send an authentic copy of the Act to one of Her Majesty's principal Secretaries of State, and if the Queen in Council within two years after receipt thereof by the Secretary of State, thinks fit to disallow

the Act, such disallowance (with a certificate of the Secretary of State of the day on which the Act was received by him) being signified by the Governor General by Speech or Message to such of the Houses of Parliament, or by Proclamation, shall annul that Act from and after the day of such signification." If I take the other words from section 90 and apply them to that section, it would be that whenever the Lieutenant Governor assented to a Bill he should transmit it to the Governor General, and the Governor General whenever he thought fit might disallow the Act, so that there is a reason for requiring that the functions of the Provincial Legislature shall be discharged, so that on their face they shall appear, and not that they shall be delegated to any one else.

In other words, if this resolution had been enacted in this Act, it would have been for the Governor in Council to say whether he would assent to or disallow the Act. But it not being there, the effect is that the Ontario Legislature by delegating to a Board of Commissioners may create an offence, the penalty being not merely fine, but imprisonment with hard labor, for an indefinite period of time, which they might have extended to any period they liked—they might have created an offence punishable in any other way by corporal punishment or anything of that kind, without the Governor being informed of what the legislation was, so that there would be no assent of his, either implied or expressed, and I submit that in that point of view there is a reason why this delegation of power cannot be exercised in one case which did not exist in the *Queen vs. Burah*.

Adjourned to to-morrow morning at 10.30 o'clock.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL,
COUNCIL CHAMBER, WHITEHALL, THURSDAY, 15th November, 1883.

Present :

The Right Honorable Lord Fitzgerald ; The Right Honorable Sir Barnes Peacock ;
The Right Honorable Sir Robert Collier ; The Right Honorable Sir Richard Couch ;
The Right Honorable Sir Arthur Hobhouse.

HODGE vs. THE QUEEN.

[Transcript from the shorthand notes of Messrs. Marten and Meredith.]

Mr. Kerr :—May it please your Lordships: we were discussing last evening the second question which was raised as to the power of the Province to delegate the authority, assuming that they have the power conferred by the Act of Confederation—the British North America Act. I may just remark that if there is any such power, the inconvenience of that system would be very well understood by those who are framing the Act, and by those who are parties to the legislation—the different Provinces—because by such a system as this, instead of having a uniformity of law, either through the Province or through the Dominion, there would be a great variety of regulation, if one may use that word as representing legislation; for the License Act points out that there are different Commissioners appointed in each county or electoral district. There are some eighty electoral districts; in the City of Toronto two electoral districts, and in the County of York, in which the city is situated, three electoral districts, so that your Lordships would see that there would be legislation with respect to billiard rooms and billiard tables. The municipality—the county municipality—would regulate that, or the city would regulate it, and there might be, if this style of legislation could be carried on, a different set of regulations respecting the use of those same billiard tables, which are the subject matter of licenses in the city or through the whole city—there might be a different set of regulations which would govern them, and the use of them in different parts of the same city or municipality; on one side of the street one set of regulations, on the opposite side of the street—an imaginary line dividing the two—a different set of regulations. So that the inconvenience of the system might be pointed out as a reason for concluding that it was not intended to confer any such delegated power.

Lord Fitzgerald:—Is not that done, for instance, by the Imperial Parliament here every day? They give the City of London power to make by-laws, on given subjects, such as public houses, and they give a similiar power to the corporation of Liverpool, to make by-laws which may be as different as can be. They are framed to suit the exigencies of each place. Is the authority of the Imperial Parliament to delegate it, doubted for a moment?

Mr. Kerr:—Certainly not. In this case they would be creating an *imperium in imperio*, or a legislative power within a legislative power. They would be conferring, in the illustration your Lordship has made use of, a power on the Council of the City of London to make by-laws regulating the use of billiard tables, and they would be, at the same time, conferring power upon Commissioners to be appointed by the Government, to make regulations within different sections of the City of London, so that in the City of London there would be not one set of systems of legislation, but two systems. On the one side of the Strand or Fleet street, you would have one set of laws governing, whereas on the opposite side of the street a different set of laws would govern. I am only pointing to that as a question of inconvenience.

Sir Barnes Peacock:—The same inconvenience might arise from two Provinces legislating differently with regard to places on the border.

Mr. Kerr:—Undoubtedly.

Lord Fitzgerald:—As long as you have separate legislature you must have divergencies.

Mr. Kerr:—Of course.

The next point I desire to present to your Lordships is this, that even if the Legislature has power to legislate, and if the Legislature can delegate the authority—assuming both the points which I have presented to your Lordships against me in this case, the Legislature has not delegated the power to do what the regulations purport to do by section 4, of the Liquor License Act, which your Lordships will find at page 52, it is provided that “License Commissioners may at any time before the 1st day of May in each year, pass a resolution or resolutions for regulating and determining the matters following, that is to say;”—and then it says, that taverns and shops are to be licensed. Your Lordships will see that it is the tavern and shop that is to be regulated.

Lord Fitzgerald:—The point of it is, that this does not enable them to interfere with billiard rooms.

Mr. Kerr:—That is one point. The other point is this. I propose to point out that there has been a well recognized distinction between regulating the person and regulating the place. In this case, while the Act authorizes the regulating of a tavern and shop, what the resolution purports to do, is to regulate the person who keeps it. This is leading to the other point which I desire to present to your Lordships. The resolution, which is very comprehensive, is at page 7 of the Record. There are different sections of it. One prohibiting the sale or transfer of the license; another dealing with the prohibition of liquor being sold to a child apparently under the age of fourteen years. Then it proceeds to prohibit any licensed persons from allowing any disorderly or drunken people about the place.

Then it proceeds to prohibit his selling or disposing of liquor on any week day, as distinct from Saturday—every other day except Saturday and Sunday—after the hour of 12 o'clock at night and before the hour of 5 o'clock on the following morning, “unless a requisition for medicinal purposes, signed by a licensed medical practitioner or by a clergyman,” is produced. Then comes the resolution in question here: “Nor shall any such licensed person, directly or indirectly as aforesaid, permit, allow, or suffer any bowling alley, billiard or bagatelle table to be used, or any games or amusements of the like description, to be played in such tavern or shop, or in or upon any premises connected therewith, during the time prohibited by the Liquor License Act, or by this resolution, for the sale of liquor therein.” It is not a regulation of the house, as I submit, it is a regulation of the person. Then it goes on: “Nor shall any such licensed person, directly or indirectly, as aforesaid, permit, allow, or suffer, at any time, or times, in such tavern or shop, or in or upon any premises con-

nected therewith, any games of cards, dice or other games of chance for money, drinks or other consideration to be played, or any exhibition of animals or natural or other curiosities, or of any fencing, boxing, or other trials of strength or skill to be held, or any plays or theatrical representations, or entertainments of music or dancing, to be given, or any entertainment or exhibition whatsoever calculated to attract or allure numbers of persons, or to promote tipping, to be held or given in such tavern or shop, or premises connected therewith, at any time or times whatsoever." So that they cannot even have music in the house; they cannot even have a piano playing in premises which are connected with the hotel.

Sir Robert Collier :—No games of chance?

Mr. Kerr :—No games of chance for money.

Sir Robert Collier :—That would not apply to a game of billiards, I suppose?

Mr. Kerr :—It would not.

Sir Robert Collier :—There is a good deal of chance in a game of billiards.

Mr. Kerr :—It is supposed to be a game of science.

Sir Arthur Hobhouse :—I believe there is skill in playing cards.

Sir Robert Collier :—Whist is as much a game of skill as billiards.

Mr. Kerr :—It is comprehensive; it does not allow any entertainment of music to be at any time or times whatsoever, in other words, nothing which is calculated to attract or allure numbers of persons.

Sir Robert Collier :—It is a little vague, "calculated to attract or allure numbers of persons." Suppose a man's daughter played the piano, is she not to play so as to allure any great number of persons.

Mr. Kerr :—Your Lordships will see it is to be both ways; it first prohibits any entertainment of music or dancing, or any entertainment or exhibition whatsoever, calculated to attract or allure numbers of persons.

Sir Robert Collier :—I suppose the words: In order, to attract, or allure, apply to all.

Mr. Kerr :—I should say not, because of the alternative "or" coming between.

Lord Fitzgerald :—Does it not arise out of the preceding section of the resolution.

Mr. Kerr :—It does. I am only pointing out how comprehensive the resolution is, and that it goes on to prohibit it, any time or times whatsoever. I am going to argue that if they can regulate the person in this way, they could prohibit any lawful act that might be done—anything that might be done by the person in perfect conformity with the law of the land.

Sir Arthur Hobhouse :—Both these clauses of the resolution apply to a tavern.

Mr. Kerr :—Or premises connected therewith, so that in the case of an hotel having a bar it would extend to the bar.

Sir Arthur Hobhouse :—If there was a skittle alley, for instance.

Mr. Kerr :—It would cover it.

Sir Robert Collier :—They cannot have an entertainment of music. What would you say as to practising the piano.

Mr. Kerr :—Practice might be excluded—the moment they left off practising the scales and made the music entertaining—I suppose it would come within the rules of prohibition. The objection which I desire to present is, that while the Act authorizes the passing of resolutions regulating taverns and shops, this resolution regulates, not a tavern or a shop, but the person; I submit that regulating the tavern is a different thing altogether. I submit that that would probable cover the accommodation of persons—the regulation of the house—the accommodation for purposes for which they were licensed—the part of the house in which the liquor was to be sold.

Lord Fitzgerald :—As I understand, it is not in the tavern, but connected with it.

Mr. Kerr :—It is a room of the hotel, separate from the bar room, and with a separate entrance, but connected with the licensed premises. I suppose it is on the opposite side of some passage?

Lord Fitzgerald :—Is not the whole thing licensed—the hotel?

Mr. Kerr :—Of course; the license is for the St. James' hotel.

Lord Fitzgerald :—The proprietor is licensed to supply spirits for consumption in any part of that hotel; this is included in the hotel, though not the bar room.

Mr. Kerr :—They could have regulated it in this way: they could have regulated the tavern so as to provide that liquors should be sold only in a particular part of it. Assuming they had power to delegate this at all, they might have authorized the Commissioners under the term regulating the tavern, to prescribe in what form the liquor should be sold, and the trade carried on. They might have prescribed the accommodation which the house should have, before they should give it a license, and what should be the accommodation which should be maintained for guests.

These are not mere bar-rooms. They might prescribe the hours during which the sale might take place, but that is a very different thing from saying that the man who occupies the tavern, shall not do anything which he legitimately might do. To illustrate what I mean, could they have said, there shall be no eating allowed in the house, that he should not be permitted to smoke or to play whist—

Lord Fitzgerald :—Or to whistle.

Mr. Kerr :—Or to whistle; or that he should not keep a fire on a cold day, or that he should not have his house lighted after a certain hour—no light in any part of the house at all, or that there should be no shaving or hair cutting? These would be the legitimate things. Those are questions which have been up before our courts. I submit those are all lawful things, and if they are lawful things which a man could do, as to which the liberty of the subject would be interfered with, and which the regulating of a house would not cover, so it must be assumed that it does not authorize the prohibition of a man from doing anything which the law has expressly authorized him to do. The law has expressly authorized him to keep a billiard table, and he has a license for it.

Sir Robert Collier :—What is the form of the license.

Mr. Kerr :—It is on page 11 of the record. It is: "To carry on the business and calling of a keeper of a billiard saloon with one table."

Sir Robert Collier :—This is the proviso, that he shall "observe, fulfil and keep all statutes, by-laws, rules and regulations respecting the said business and calling, which have passed, or may hereafter be passed."

Mr. Kerr :—It is not by the License Commissioners, but "by the Legislature of the Province or the Council of the Corporation."

Sir Robert Collier :—Is it the Council of the Corporation that is prohibiting his keeping a billiard table open after a certain time on Saturday night?

Mr. Kerr :—The resolution does that. As a matter of fact, both do.

Sir Robert Collier :—The clause at page 7, says: "During the time prohibited by the Liquor License Act or by this resolution."

Mr. Kerr :—What that means is this: The Liquor License Act expressly prohibits the sale of liquor on Saturday night, after a certain hour, until Monday morning. Then the resolution goes further and prohibits the sale on any other night after 12 o'clock. This is equivalent to saying that they shall not do so after Saturday after a certain hour. Of course, the offence alleged here, was an offence on Saturday night, after the hour. As a matter of fact, the city by-law prohibits the keeping the billiard table open during the same hours. That is at page 9, that is immaterial for present consideration, for this reason: That this is not a conviction under that by-law; this is a conviction based entirely upon the resolution.

Lord Fitzgerald :—I suppose this question was raised below?

Mr. Kerr :—Yes.

Lord Fitzgerald :—I do not find it dealt with in the judgment.

Mr. Kerr :—No; they have not dealt with it, but it was raised all the way through. Your Lordships will see that it was raised and discussed at length.

Lord Fitzgerald :—This appeal can hardly have been brought to consider whether this particular resolution is beyond its powers.

Mr. Kerr :—Except this, that it is a very important thing to determine whether the power to regulate anything except matters connected with the house and premises, is within the scope of the Commissioners, because there are two jurisdictions,

and the trade are exposed in the same way to this, that they have one kind of regulation by the city imposing one set of penalties, just as they have in this particular case, and another kind of regulations with reference to the same subject matter by the Commissioners, with a different penalty connected with it, and those regulations in absolute conflict with each other. Of course, it is very important in that way, it is, therefore, not an inferior point in that view.

Sir Arthur Hobhouse :—Does not the License Act itself provide against the use of a table of which the defendant was convicted ?

Mr. Kerr :—No ; the Liquor License Act says nothing whatever about billiard tables. It gives no power whatever to prohibit the use of billiard tables.

Sir Arthur Hobhouse :—Simply the sale of liquor ?

Mr. Kerr :—Yes.

Sir Arthur Hobhouse :—Then the regulation of the License Commissioners brings billiard tables within the same prohibition as the sale of liquor,

Mr. Kerr :—Yes ; and my point is, that whereas the same Legislature have authorized the City Council to license the use of billiard tables, and the City Council, pursuant to that power, have licensed them, and whereas the Legislature of Ontario have authorized the municipality to regulate the use of billiard tables, and the municipality have, pursuant to that legislative power, regulated the use of the billiard tables, when the Legislature said the License Commissioners may regulate a tavern they excluded from the consideration of the License Commissioners any interference whatever with what they had by another Act authorized to be done by somebody else.

Sir Barnes Peacock :—Does the billiard license authorize them to carry on a billiard table in a tavern ?

Mr. Kerr :—Yes ; and in this particular house it is so. Here is the license.

Sir Barnes Peacock :—The billiard license ?

Mr. Kerr :—The billiard license. It is at page 11 : “The license is granted on payment of \$20 to the City Treasurer, as hereunder acknowledged, and the execution of the bond required by the by-law in that behalf, to Alfred G. Hodge, of the St. James' Hotel, York street, to authorize him to carry on the business and calling of a keeper of a billiard saloon, with one table, in the City of Toronto.”

Sir Arthur Hobhouse :—To carry it on anywhere ? He carries it on in a tavern, and he is subject to both sets of regulations—regulations affecting billiards and regulations affecting taverns.

Mr. Kerr :—I think the extent to which that might be carried would be this : that they might have regulated the bar-room so as to say that nothing but the sale of liquor should be carried on there ; but they could not say that this man should not have a billiard table of his own, and play without a license at all, as his own private property, any more than they could not say that he should not have a piano.

Sir Barnes Peacock :—He could not sell beer, I suppose, in any part of the tavern ?

Mr. Kerr :—They could have qualified that. They could have said : “You shall only sell your liquor in a particular bar-room.”

Sir Barnes Peacock :—They did not.

Mr. Kerr :—No ; not having done that does not necessarily give them power to go and do something else which they had no power to do. I submit that the Legislature having committed the power to deal with billiard tables as a separate subject matter, the subject matter of a license for which this man, as others who are engaged in it, pays a license fee. That having been committed by the same Legislature, not to the License Commissioners but to another body altogether, to regulate that trade it excludes from the consideration of the License Commissioners any power to deal with the billiard table business ; in other words, that the billiard table business is a legitimate business authorized by the law of the land. It is authorized to be carried on there. It is done under the right which is acquired by the payment of the license fee. It being a legitimate business carried on it that way simply by the words used in the Act for regulating taverns and shopping, they cannot prohibit the man from engaging in that business, they cannot

restrict him from carrying it on when the power to restrict him in that very business is committed to another Legislative body altogether.

Only extracts from the Municipal Act, chapter 174, are printed in this book. I am sorry to say the sections to which I desire to refer your Lordships are not printed in it. I will refer your Lordships to the sections to show what I mean—section 461 is the section to which I would refer: "The Councils of every township, city, town or incorporated village may pass by-laws for licensing and governing all persons who, for hire or gain, directly or indirectly, keep or have in their possession, or on their premises, any billiard or bagatelle table, or who keep or have a billiard or bagatelle table in a house or place of public entertainment or resort, whether such billiard or bagatelle table be used or not, and for fixing the sum to be paid for a license so to have or keep such billiard or bagatelle table, and the time such license shall be in force. Sub-section 29 provides that they may also pass by-laws for preventing, regulating and licensing exhibitions held or kept for hire or profit, bowling alleys and other places of amusement.

Now, I submit that the Legislature of Ontario, who have passed this License Act have by their own Statute law, committed in this way to the corporation, the matter of billiard tables as a business, and the licensing, regulating and governing of persons engaged in it, and have also committed to them the regulating the places where that is to be done. It is not merely limited to those who have not taverns, but it is those who have them on their premises, and whether they are in a place of public entertainment and resort or not. So that by giving that power to the municipal corporation they have excluded it from the power which is given to the License Commissioners. I think that is the fair deduction to be drawn. They say one body shall have the power to legislate with reference to billiard tables, whether in a place of public entertainment or not, and to them we commit the right to control not merely the house but the person who is licensed. In the other case, we give you power to regulate the tavern in which the liquor is sold. Surely the distinction is a plain one. In the one case the liquor only can be dealt with and the house regulated; in the other the trade, whether it is carried on in a place of public entertainment or not. The object of it is to commit the regulation of billiard tables to the municipal corporation which, in its representative capacity as a legislative body is responsible to the public, and which is elected by it—and would be responsible for the public morals of the place—and we find it is to that body that the morals of the place, locally are committed. We find other sections all through the Act which give that power, whereas in the other cases it is merely with reference to particular houses, as to what kind of accommodation, or in what part of the houses the liquor may be sold. That is all they have authorised under the term "regulating the houses." I submit, therefore, that in that view of the matter the Legislature, if they had the power to legislate, and if they had the power to delegate, have not, in this case, delegated an authority to do that which the Commissioners have assumed to do in this case. There is a distinction between regulating the person and regulating the house, and there is a distinction between regulating the house at which liquor is to be sold and controlling or interfering with the exercise of a legitimate trade carried on under a license derived from the same legislation.

Sir Arthur Hobhouse:—You say that under color of regulating a tavern the Liquor License Commissioners have encroached on the powers which are given to the municipality?

Mr. Kerr:—Undoubtedly. That is just it. And what is more than that, I say it is bad also in another respect, that it discriminates between persons engaged in the same trade—it discriminates between those who carry on the business of billiard tables in a tavern, and those who carry it on in another place.

Sir Robert Collier:—Where is that distinction?

Mr. Kerr:—I think the resolution is on page 7 of the Record: "Nor shall any such licensed person, directly or indirectly, as aforesaid, permit, or allow, or suffer any bowling alley, billiard or bagatelle table to be used, or any games or amusements of the like description to be played in such tavern or shop, or in or upon any premises connected therewith during the time prohibited by the Liquor License Act

or by this resolution for the sale of liquor." I submit that that does not, of course, prohibit the use of a billiard table or the permitting billiards to be played in billiard rooms which are not in taverns or premises connected with them, and that that is an unfair discrimination.

Lord Fitzgerald:—That they have nothing to do with billiards when not connected with a licensed tavern?

Mr. Kerr:—No.

Lord Fitzgerald:—The object, plainly, was not to allow billiards to go on where people playing billiards were likely to tipple.

Mr. Kerr:—No doubt I submit that inasmuch as the trade of billiard tables is a licensed business, carried on under a distinct authority, the License Commissioners could not, in making any regulation, discriminate between persons engaged in the trade. If they could say this, why could not they say that billiards should not be allowed except on Mondays, or that they should not be used except between 12 and 1 in the day, which would in, effect, cripple and destroy the trade.

Sir Robert Collier:—I suppose a person who keeps a public billiard table, which is not a shop or a tavern, is not bound to shut up at certain nights at 7 o'clock?

Mr. Kerr:—He would be under the municipal law. I do not quite remember how that is.

Lord Fitzgerald:—In point of fact, your point amounts to this, that the conviction was under a wrong Statute.

Mr. Kerr:—Yes, it is.

Sir Robert Collier:—You were pointing out that there was a difference between the law applicable to the man who had a billiard table in a tavern, and one who had not.

Mr. Kerr:—That they were making a difference.

Sir Robert Collier:—It does not appear that there is any such difference.

Mr. Kerr:—Your Lordship will see that there is a difference.

Mr. Horace Davey:—It is the same.

Mr. Kerr:—Perhaps so; perhaps it is practically the same. For the present argument, at all events, I concede that it is practically the same. The point is this, that if they interfere with the trade, it must be done subject to such a qualification that there shall be no discrimination between persons engaged in the trade.

Mr. Davey:—In point of fact, under the billiard table by-laws, they have to close at 11, which is an hour earlier.

Mr. Kerr:—It is only on this point of view that I press the point upon your Lordships, that the keeping of billiard tables is a legitimate trade, carried on under distinct authorities, which cannot be interfered with by this body—the License Commissioners. That is the point which we desire to present to the court. The argument in favor of it is, that whatever the City Council may do, in the way of regulating everybody, the License Commissioners cannot do anything which has the effect of discriminating. It excludes it from their consideration.

Sir Robert Collier:—They cannot touch a billiard table at all?

Mr. Kerr:—No; because the only effect of their doing so would be to discriminate.

Sir Robert Collier:—You say that they may regulate a tavern, but they cannot touch a billiard room in a tavern.

Mr. Kerr:—Exactly. It is well laid down that the law must be a reasonable law, and it must be exercised in a reasonable way. It cannot discriminate between persons engaged in the trade.

That question was before the Supreme Court, in a case which went no further, which is called the Commercial Travellers' Case—a case of *Jonas vs Gilbert*, 5 Supreme Court of Canada Reports 356. That was a case in which the City of St. John, New Brunswick, imposed a license upon all persons engaged in the trade of buying or selling, or carrying on business of any kind at all, and it made a discrimination between those resident in the city and those who came in and did not reside in the city. It imposed one license fee on all who lived in the city, and double that

fee on those who did not, so that a commercial traveller, coming into the city for the purpose of carrying on his trade and soliciting business for a wholesale house at a distance, was exposed to having to pay a larger fee. It was contested. The conviction was removed and it was quashed.

In giving the judgment of the Supreme Court, the Lord Chief Justice said: "The Legislature never could have intended that the corporation of St. John should have arbitrary power of burdening one man or one class of men in favor of another, whereby the one might possibly be enabled to carry on a prosperous business at the expense of the other." So here I say the Legislature never could have intended to authorize the License Commissioners to burden some of those who obtained licenses under the authority of their own Legislature to carry on the business of a billiard table keeper, to impose such restrictions upon one class of men, that they might be compelled to close their business for a length of time, really for the benefit of others who were carrying on a business which might be next door.

Sir Robert Collier:—In point of fact, it would be for the benefit of others, because the others cannot do it either.

Mr. Kerr:—The City Council might change it any moment. For the purpose of discussing the License Commissioners action we are entitled to consider that there is no such city By-law.

Sir Robert Collier:—A man who kept a billiard table out of a tavern might be allowed to keep it open longer.

Mr. Kerr:—For the purposes of my argument, it is to be assumed that there is no city By-law on the point, because it may be amended to-morrow.

I find that the same principle which I have endeavored to present to your Lordships in support of this view has been adopted in the Supreme Court of the United States. I find the authorities are collected in Cooley's book on Constitutional Limitations, which I cited yesterday, page 201.

Sir Robert Collier:—I thought you yourself rather disparaged the authority of the United States courts.

Mr. Kerr:—Of course, I do not expect their decisions to be necessarily followed here, but no doubt the views of many of the judges there and many of the text writers afford a better argument than I could presume to present to your Lordships.

Sir Robert Collier:—It is on very different materials.

Mr. Kerr:—Of course I am speaking of general principles. He says municipal by-laws must also be reasonable. "Whenever they appear not to be so, the court must, as a matter of law, declare them void," &c., &c., (reading an extract down to the words) "prohibit the erection of others, for it would be unreasonable."

Sir Robert Collier:—That is rather on the point that it was unreasonable.

Mr. Kerr:—Yes; and that it discriminated.

Sir Robert Collier:—And that it was unreasonable for that reason.

Mr. Kerr:—Yes; in section 495, in the same work, in speaking of taxation, they speak of the necessity of its not unduly bearing upon one person. Of course the effect of this would be that there would be a discrimination in the rate; the one man might be allowed to carry on his business six full days, and the other only to carry it on during parts of six days, and yet be obliged to pay the same fee.

Lord Fitzgerald:—In order to see the bearing of these observations which you have read, would it not be necessary for us to consider all the provisions of the United States Constitution.

Mr. Kerr:—This is dealing with municipal institutions, which are dealt with by the State, on precisely the same principles as our municipal institutions in Canada.

Lord Fitzgerald:—These cases have hardly any application.

Mr. Kerr:—I would not have ventured to present them had it not been for the fact that the Supreme Court of Canada, and the Supreme Court in the former case have adverted to them, and I have pointed out that the same principle can be referred to, and that they are to be construed on the same principle, bearing always in mind that the distributive power of the legislation is the converse of our case. I have, therefore, ventured to refer your Lordships to this, when we find that our own Court of

Appeal have largely quoted from the very authority I am referring to in the judgment which is now under consideration.

Lord Fitzgerald :—Possibly the judgments would have been better if they had been less diffuse.

Mr. Kerr :—For whatever they may be worth, I will venture to refer your Lordships to those authorities, if they are to receive any consideration at all. At section 503, of the same work, I find this laid down—

Sir Richard Couch :—The question would be whether this was reasonable.

Lord Fitzgerald :—We can hardly regard Cooley as an authority.

Mr. Kerr :—Then I will not trouble your Lordships with that. I was only presuming to present it as an argument better expressed by Mr. Cooley than I can presume to do. I felt that it was not an authority recognized as in any sense binding on the court.

Then my Lords there is the other point which I will ask your Lordships to consider, and which is also considered a very important point, and that is, as to the power to imprison at hard labor. It is objected that this conviction is bad, because it imprisons at hard labor.

Lord Fitzgerald :—Supposing it were a matter of importance would, not that be met by declaring that so much of the conviction was bad as imposes hard labor and imprisonment, and leaving the remainder standing?

Mr. Kerr :—By the conviction it is adjudged that he shall pay the sum of \$20; that in default of that, there shall be distress, and that in default of that, he shall be committed and imprisoned in the common goal at hard labor for the space of fifteen days.

The resolution under which that conviction is made is at page 8: "Any person or persons guilty of any infraction of any of the provisions of this resolution shall, upon conviction thereof, before the Police Magistrate of the City of Toronto, forfeit and pay a penalty of twenty dollars and costs, and in default of payment thereof, forthwith the said Police Magistrate shall issue his warrant to levy the said penalty by distress and sale of the goods and chattels of the offender; and in default of sufficient distress in that behalf, the said Police Magistrate shall, by warrant, convict the offender to the common gaol of the City of Toronto, with or without hard labor, for the period of fifteen days, unless the said penalty and costs and all costs of distress and commitment be sooner paid."

The section of the Liquor License Act under which the resolution is passed is that which has already been adverted to. This, again, also, is only partly set out in the book at pages 52, 53 and 54.

The License Commissioners may pass a resolution or resolutions for regulating and determining the matters following, that is to say:—Sub-section 5: "In and by any such resolution of a Board of License Commissioners, the said Board may impose penalties for the infraction thereof."

Sir R. P. Collier :—We must see the terms of that section. Is this the whole of the section?

Mr. Kerr :—Yes.

Sir Barnes Peacock :—Section 70 shows how it is to be enforced.

Mr. Kerr :—I will refer to another section before I come to section 70.

Sir R. P. Collier :—Is it the only section which enables them to impose penalties?

Mr. Kerr :—No. I was just going to call you Lordships attention to the other sections. That section imposes penalties for infraction. Then section 35 is not set out: "Any penalty in money recovered under this Act in cases in which an inspector is the prosecutor or complainant, shall be paid by the convicting justice or Police Magistrate to the inspector, and paid by him to the credit of the license fund account. In case the whole amount of the penalty and costs is not recovered, the amount recovered shall be applied, first, to the payment of the costs, and the balance appropriated as hereinafter mentioned. In any case where an inspector has prosecuted and obtained a conviction, and has been unable to obtain the amount and costs, the

same shall be made good out of the license fund." Then we come to section 39, which is set out at page 54: "For the recovery of the penalties incurred under this Act, and legal costs upon and after conviction in cases not appealable, and in cases appealable, where an appeal has not been perfected according to law, it shall be lawful for any justice, justices or Police Magistrate to issue a warrant of distress to any constable or peace officer against the goods and chattels of the person or persons convicted; and in case no sufficient distress is found to satisfy the said conviction, then, in cases not otherwise provided for by this Act, it shall be lawful for the said justice, justices or Police Magistrate to order that the person or persons so convicted be imprisoned in any common gaol or gaol or lockup-house within the county in which such conviction was made."

Sir R. P. Collier :—The words are: "it shall be lawful." Sometimes those words are held to be imperative.

Sir Barnes Peacock :—Are those penalties under the Act itself?

Mr. Kerr :—Yes.

Sir Barnes Peacock :—And do they not give hard labor?

Mr. Kerr :—They do not give hard labor.

Sir Barnes Peacock :—Then we come to section 70.

Mr. Kerr :—That is the next section: "In all cases where the Board of License Commissioners in cities passes a resolution in pursuance of the powers conferred upon them by the fourth and fifth sections of the Act, and in and by any such resolution penalties are imposed for the infraction thereof, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate (if any) or before any Justice of the Peace, having jurisdiction in the manner and to the extent that by laws of municipal councils may be enforced under the authority of 'The Municipal Act,' and the convictions in such proceedings may be in the form set forth in section 407 of the said last mentioned Act."

Sir R. P. Collier :—That refers us to the by-laws of the Municipal Council.

Mr. Kerr :—Yes. Now, the penalties which are imposed by the Act itself are fine and distress, and in default imprisonment only and not hard labor. The penalties under section 70 are recoverable, and may be enforced by summary proceedings before the Police Magistrate in the same manner and to the same extent that the by-laws of municipal corporations may be enforced under the authority of the Municipal Act.

The first point I desire to present is, that under the British North America Act, the Confederation Act, the only power to enforce the law of the Province was by fine, penalty or imprisonment, not imprisonment with hard labor, that the Province itself could not have imposed any greater penalty.

Sir R. P. Collier :—Then the Province never can impose hard labor in any case?

Mr. Kerr :—Apparently not. Section 92 of the British North America Act says:—"In each Province the Legislature may exclusively make laws with relation to matters coming within the classes of subjects next hereinafter enumerated." Sub-section 15: "The imposition of punishment by fine, penalty or imprisonment for enforcing any law of the Province, made in relation to any matter coming within any classes of subjects enumerated in this section."

Lord Fitzgerald :—Is there any law of the Province that where imprisonment may be imposed he may have hard labor?

Mr. Kerr :—There is no law of the Province in that respect. There is a Dominion law which provides that persons sent to a penitentiary, or to certain penal prisons, shall be subjected to hard labor, whether it is in the sentence or not, but there is no law of the Province which provides that persons who are sent to a prison shall be so treated. This is just the distinction between our case and the cases with which your Lordships are familiar in England. The old law of James I. was the first law on that subject. Whenever there was a committal to the house of correction, it was held to include hard labor. It was equivalent to saying that he shall have imprisonment at hard labor to send him to the house of correction. There has been a course of legislation on that point both in England and Canada which has

well recognized the distinction between imprisonment and imprisonment at hard labor. A number of instances of that were collected and handed to the Court of Appeal by the counsel engaged in the case. With reference to the judgment on this point of the court below, I may say this case was argued contemporaneously with another case of *The Queen vs. Rawley*, in the court of Queen's Bench of Ontario, and the court there held that the conviction was bad, because the Province had no power under the British North America Act to imprison with hard labor. That case was the subject of appeal to our Court of Appeal. The appeals were brought in together and the two cases were argued at the same time. The judgment on this branch of the case is not contained in this case, because it was the only point in *Rawley's* case, and in *Rawley's* case the Court of Appeal reversed the judgment of the Court of Queen's Bench, and held that the Province had power to imprison at hard labor, so that the point is up although it is not in terms mentioned in the judgment here. That is the reason why it is not set out in the judgment.

Sir Barnes Peacock :—They held that the Province could impose hard labor.

Mr. Kerr :—Yes.

Sir Barnes Peacock :—Under what section ?

Mr. Kerr :—Under the section I have referred to (section 92), and the ground on which it was put (as I venture to think an erroneous ground was that when they, in section 92, used the word imprisonment, they did not mean to define anything more than the nature of the punishment. They did not mean to restrict the character of the punishment, but merely to define the class, and they may have in that way imposed imprisonment or imprisonment at hard labor.

Sir R. P. Collier :—It would be a *casus omissus* if they had not the power, I should think.

Mr. Kerr :—There may be a reason, of course, for it all. You have to look at our Constitution, which is in some respects an incorrect one. There may be reasons for it in our case. I do not mean to say there is no power in the Dominion to imprison with hard labor at all. The Dominion have that power. The criminal law has been committed to them. Imprisonment at hard labor may be regarded as a punishment only applicable to a crime, just as corporal punishment may be.

Sir R. P. Collier :—They have the administration of justice in the Province, including civil and criminal jurisdiction.

Mr. Kerr :—They have neither the criminal law, nor criminal procedure. It is put by the learned judges of the Court of Appeal on the criminal law within the Province, and within its jurisdiction committed to it for Provincial purposes. I venture to submit that the view of the learned judges is erroneous in that respect. The argument we desire to present to your Lordships is that imprisonment at hard labor is in its nature different from imprisonment, simply that it is in its nature something to be attached as a badge of crime, and when I find imprisonment at hard labor, it is an indication that the person who has been subjected to that, has been guilty of something in the nature of a crime. Here it may be a trifling offence. To say that there may be not only imprisonment with hard labor, but that there is no discretion in the magistrate to say how long it shall be (because this resolution says it must be for fifteen days); to say that there is no discretion at all as to the way in which the law is to be administered in that respect for the most trifling offence, seems to me to be carrying the interpretation of the Statute further than probably the courts would like to carry it.

Sir Robert Collier :—I suppose that is the punishment for the breach of by-laws of the Municipal Council.

Mr. Kerr :—No; I am going to point out that that is not so.

Sir Barnes Peacock :—The municipal body has the power to give hard labor.

Mr. Kerr :—For some offences, but not for these.

Sir Barnes Peacock :—For non-payment of penalty.

Mr. Kerr :—Of some penalties.

Sir Barnes Peacock :—Of a penalty imposed under the Municipal Act, and if it is not paid, and there is no distress, then there may be hard labor.

Mr. Kerr :—Yes; your Lordship will see that there is a distinction.

Sir Barnes Peacock :—With reference to these words about the imposition of punishment by fine, penalty or imprisonment, it is only for enforcing any law of the Province made in relation to any matter coming within any classes of subjects in this section.

Mr. Kerr :—Quite so.

Sir Barnes Peacock :—Are there any subjects enumerated in this section in which hard labor would be necessary or proper?

Mr. Kerr :—Not all.

Sir Barnes Peacock :—I do not see any law for the breach of which hard labor ought to be imposed.

Mr. Kerr :—Quite so; that is what we submit.

Sir Barnes Peacock :—Probably the British Legislature never intended to allow hard labor for any offence under the Act.

Mr. Kerr :—That is what we submit; and for the purpose of showing that that is so, we show that there is a distinction between imprisonment and imprisonment at hard labor. That is recognized by authority.

Sir Barnes Peacock :—A magistrate has discretion to give imprisonment. He has no discretion to give imprisonment with hard labor.

Mr. Kerr :—No; that has been well decided.

Sir Barnes Peacock :—He may impose fine or imprisonment. It does not mean imprisonment with hard labor. He cannot exercise his discretion by adding hard labor to the imprisonment.

Mr. Kerr :—Quite so.

Sir Robert Collier :—The power of the License Commissioners, as I understand, is under section 70.

Mr. Kerr :—Yes.

Sir Robert Collier :—At page 54, section 70 says: "In all cases where the Board of License Commissioners in cities passes a resolution in pursuance of the powers conferred upon them by the 4th and 5th sections of this Act, and in and by any such resolution penalties are imposed for the infraction thereof, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate (if any) or before any Justice of the Peace having jurisdiction, in the manner and to the extent that by-laws of municipal councils may be enforced under the authority of the Municipal Act." I want to know what power there is to give imprisonment with or without hard labor for breach of by-laws.

Mr. Kerr :—Your Lordships will find that in two ways. In the first place section 454, at page 51, says: "The council of every county, township and city may pass by-laws." Sub-section B: "For breach of any of the by-laws of the corporation."

Sir Barnes Peacock :—Section 12: "For inflicting reasonable fine or imprisonment."

Mr. Kerr :—"With or without hard labor for any period."

Sir Barnes Peacock :—Section 14: "For inflicting reasonable punishment by imprisonment with or without hard labor, either in a lock-up-house in some town or village in the township, or in the county gaol or house of correction, for any period not exceeding twenty-one days for breach of any of the by-laws of the council, in case of non payment of the fine inflicted for any such breach." That is the municipal power.

Sir Richard Couch :—If the argument is good they could not do this.

Sir Barnes Peacock :—If it is good giving hard labor, then the Commissioners could do the same.

Sir Richard Couch :—It applies to this Act as well. Your argument applies to show that this is beyond their powers?

Mr. Kerr :—Quite so.

Sir Barnes Peacock :—If it is within their power, then, by reference, the Commissioners can do the same as the municipal bodies?

Mr. Kerr :—Yes; the first point is that the Dominion never committed this power to the Province.

Sir Arthur Hobhouse :—I thought you were going to argue that the Provincial Legislature had not committed it to the Commissioners.

Mr. Kerr :—I am going to do that. I say that when the Imperial Parliament made use of the word "imprisonment" they meant imprisonment only.

Sir R. P. Collier :—You say this Act, chap. 174, is *ultra vires* ?

Mr. Kerr :—Yes.

Sir R. Couch :—You say imprisonment only means what, in India, we call simple imprisonment ?

Mr. Kerr :—Yes; and that it does not carry with it the more severe penalty of hard labor any more than it inflicts corporal punishment. As I say, there may be a very good reason for it. The Imperial Parliament were committing to the people of Canada, as a whole, legislative power, and they were dividing and distributing that power. They were saying: "With reference to that which is in the nature of a crime, we commit the power to legislate to the Dominion Parliament, and we commit certain matters to the Provincial Parliament; and, in order that the Provincial Parliament may enforce its law, we give them power to impose fines or imprisonment." Your Lordships observe it is in the alternative form. Of course, when the Imperial Parliament did that, and when they gave that restricted power, they saw if, at any future time, it appeared that that power was not sufficient, it was quite within the competence of the larger body, the Dominion Parliament, to amplify that power, to supplement it and to provide that when a punishment was inflicted by the Province, by way of imprisonment, it should have with it, in addition, the further punishment of hard labor, or corporal punishment, or anything else. If simple imprisonment were not found to be sufficiently deterrent, the Dominion could stop and amplify that, but it was thought by the Imperial Parliament that the lesser punishment, the restricted power, was quite ample to enable it to enforce all that it was committing to its care. Those things which called for more severe punishment, in the nature of crimes, are reserved for the jurisdiction of the Dominion Parliament.

To show that there is a distinction well recognized by the Imperial Parliament, I would refer your Lordships to some authority. In *Rawley's case*, the Chief Justice of the Queen's Bench, in giving judgment, adverted to this—it is reported in 46, Upper Canada Reports 153, and on appeal in 7 Ontario appeal in Reports 246 and 280—your Lordships will see the judgments there are reported as one judgment, although separate cases. In dealing with this question, and pointing out that there was a distinction between the two, the Lord Chief Justice of the Queen's Bench said: "Imprisonment has been defined to be nothing else but a restraint of liberty," 2 Hawk P. C., 8th ed., 184. The word "penalty," when used as here, fine, penalty or imprisonment, meant, we think, morely what is sometimes defined to be a pecuniary fine or mulct. There are money penalties and corporal or personal penalties. See Wharton's Law Dictionary, Tanilius' Law Dictionary, Abbott's Law Dictionary, and an American authority. These cited *Kenny vs. Hosea*. We are satisfied that if the law directs imprisonment as the punishment of an offence, no court of justice can, in the absence of any general discretionary power to that effect, award hard labor in addition. We are of opinion that it is an additional substantive punishment, varying only in degree from the infliction of whipping, or the treadmill, solitary confinement, &c. All the text books separate the punishment, imprisonment or imprisonment with hard labor, &c. Hard labor is in fact a statutable addition to imprisonment, generally to be found enacted in the Act creating the offence, sometimes in Statutes giving it as a discretionary power to a court in awarding imprisonment, as in the Imperial Malicious Injuries Act, 24 and 25 Vic., chap. 97, sec. 74: "Whenever imprisonment, with or without hard labor, may be awarded for any indictable offence under this Act, the court may sentence the offender to be imprisoned and kept to hard labor," &c. Also in the Larcenies Act, same year, chap. 96, sec. 118, to same effect always separating the two punishments. See *Cox and Saunders' Criminal Acts*, pp 97, 136, 230; *Collyer in Criminal Statutes*

524., calls. 3, Geo. IV, chap. 114, the Hard Labor Act. This Act recites 53 Geo. III. chap. 162, which repeals and extends the provisions of 52 Geo. III., chap. 44, all of which, with increasing application, allow hard labor to be added to imprisonment. Then he speaks with reference to our own legislation, pointing out that when it speaks of being imprisonment only, or imprisonment at hard labor, are perfectly separate and distinct punishments. That view of the matter was adopted by one of the learned Judges of Appeal, whose reasons are set out with reference to this case, and who delivered the judgment below.

Sir Robert Collier :—How many Judges of Appeal sat.

Mr. Kerr :—Four.

Sir Robert Collier :—They were two to one, were they ?

Mr. Kerr :—All four agreed on appeal that the Imperial Parliament had conferred the power to imprison at hard labor. The three judges of the Court of Queen's Bench had agreed the other way. They were unanimous; and then the four were unanimous that there was the power. They put it on the ground which I endeavored to explain, at least the Chief Justice did, speaking for the court, that when they said imprisonment, they meant any kind of imprisonment.

Sir Robert Collier :—Will you read what the Chief Justice said upon that ?

Mr. Kerr :—The point upon the question argued in the court below is put thus by the learned Chief Justice: "It seems to us that the decision in this case must turn on the simple point: does a power to punish by imprisonment carry with it the power to inflict hard labor in addition to the power to restrain personal liberty? It may be conceded that an Act creating an offence and annexing imprisonment simply as the penal consequence of committing the offence would not warrant a sentence of imprisonment with hard labor, but the question is a very different one when we find the word in an Imperial charter conferring a Constitution. When the word is found in an Act creating an offence the rule invoked by the learned Chief Justice no doubt applies, viz.: that words conferring authority to punish in any specified manner must be construed with reasonable strictness; and so a judge trying a party for an offence has not authority to award a punishment beyond that in which he finds in the Act or by a plain rule of criminal law annexed to the offence. The position of a Legislature is widely different, and the language of Vattel, which I have quoted in the case against Hodge, is apposite. While we may well resort to the meaning of single words to assist our enquiries, we should never forget that it is an instrument of government we are to construe, and * * * that must be the truest exposition which best harmonizes with its design, its objects and its general structure. The Confederation Act gives power to Provincial Legislatures to make laws in relation to a number of classes of subjects. The necessity of conferring power to enforce these laws was foreseen. The Act does not say that persons committed of offences against these laws may be punished by fine, penalty or imprisonment, but it confers powers to make laws in relation to punishment in the same terms as are used in relation to other legislative power conferred, or in the words of the Act, the power of imposition or punishment by fine, penalty or imprisonment, is one of the classes of subjects in relation to which exclusive power of legislation is conferred, and it is conferred in order to the enforcing any law of the Province in relation to the enumerated classes of subjects. It must be conceded that the power thus expressly conferred is to be limited to punishment by fine, penalty or imprisonment. Still, in interpreting the words used, the rule as to construing the Act with strictness, or even with reasonable strictness, does not apply; it does not, in my judgment, apply, because it is used in conferring power upon a Legislature, not in simply annexing to a crime its penal consequences, in which latter case the rule of strictness has always been the rule of construction; while in the case of what Vattel calls an instrument of government, which the Confederation Act certainly is, no such rule prevails." That is the ground upon which it is put.

Sir Arthur Hobhouse :—In class 6 the Provincial Legislature has given to it the establishment, maintaining and management of public and reformatory prisons in and for the Province. Suppose a person be obstinate and break the prison rules, do

you say it is impossible for the Provincial Legislature to enact that he shall be punished for that.

Mr. Kerr :—I do not see it in this section. That would not be enforcing a law of the Province.

Sir Arthur Hobhouse :—That, of course, is the question—whether the word imprisonment is to receive the larger or narrower construction. When you find that they have the management of prisons in their hands and are responsible for the conduct of those prisons, it is difficult to conceive that they have not the power of maintaining discipline.

Sir Robert Collier :—If they have the power to imprison without giving hard labor for offences against prison discipline, that might not necessarily lead to the wider power of imprisonment with hard labor for other offences. It appears impossible to say that, having power over prisons, they could not say, if a man assaulted a warder, that he should not be sentenced to hard labor or fined.

Mr. Kerr :—That might be a power under the section your Lordship has referred to. That section would not enable them to punish for any other offence than the conviction itself. The power to commit and attach a punishment in the conviction must be under the subsection I have referred to, No. 15. That is the difference there is there. Now, what I venture to submit is, that the consideration of the various Acts of legislature of the Imperial Parliament point most plainly to the great distinction which is pointed out in the judgment of the Lord Chief Justice of the Court of Queen's Bench, under consideration, and which was reversed. It points to the great distinction that there has always been manifested between the imprisonment alone and the imprisonment with hard labor, and but for that legislation there would have been no power and the Chief Justice of the Court of Appeal admits there would have been no power in that matter in the Act itself, but he says as this is a charter of Government, it is to receive a larger construction. I venture to submit there is nothing calling for that extended interpretation to be put upon it at all. That all that was done, as I was endeavoring to point out a moment ago, is to give power simply of imprisonment or fine or penalty. I suppose penalty in that sense means forfeiture. I suppose, interpreting it that it means a forfeiture, as for instance, in the case of a liquor dealer, forfeiture of his license. It would seem to be something different from fine, and something different from imprisonment. It does not mean corporal punishment or anything of a more severe character than imprisonment itself would be. I take it, it would mean forfeiture, as for instance in the case of a liquor license holder; they might impose that in case he should violate the law he should forfeit his license, or in case of some offender under some other law, it might be a forfeiture of his property, so as to enable the Government of the country to enforce their law against him by that penalty; but I see nothing necessarily calling for that, and I do find a power given to the Dominion to strengthen the hands of the Provincial Government, if it is necessary. I find a power with regard to the criminal law. The Dominion law might provide that any person guilty of violation of any Provincial Act shall be punishable, in the discretion of a magistrate, with hard labor, and this would confer the power to convict with hard labor. But that is the power reserved to those who deal with that which is in the nature of a crime.

Sir Robert Collier :—What did the Court of Appeal say on this question in that particular case.

Mr. Kerr :—That is all they have said. They have said it only in Trawley's case, and they have said they adopted Trawley's case. The two are one case.

Sir Richard Couch :—You have read the judgment of the Court of Appeal.

Mr. Kerr :—Yes; the judgment which I read, and which your Lordships remember, refers to what was said in Hodge's case as the judgment delivered at the same time.

Sir Robert Collier :—What he said in Hodge's case, that is in this case; but that was in another case.

Mr. Kerr :—That was in Trawley's case, and not in this particular case.

Mr. Kerr :—I read the judgment in Trawley's case.

Sir Robert Collier :—He refers to what he said in Hodge's case, which you say is substantially the same.

Mr. Kerr :—It is, with regard to another branch. The court having one question for consideration in Trawley's case, and three questions in Hodge's case deal with two in Hodge's, and take up Trawley's case and say, "what I said in Hodge's case." It was on this question of the constitutional power.

Sir Richard Couch :—With regard to this point in this case, he adopts what was laid down in the other case.

Mr. Kerr :—That is it exactly. Then I find it laid down that hard labor implies crime. I find that in Easter's case, 12th Adolphus and Ellis, page 645, and I find imprisonment defined in 2 Hocking's pleas of the Crown, 8th edition, page 184. He defines it as nothing else but a restraint of liberty. The effect of the decision is that hard labor implies a crime.

Sir Barnes Peacock :—How did that question arise that hard labour implies a crime?

Mr. Kerr :—It is in the course of the discussion of the case that that view is propounded.

Sir Barnes Peacock :—Who laid that down?

Mr. Kerr :—For the moment, I have forgotten that.

Sir Barnes Peacock :—Was that some judge or in argument?

Mr. Kerr :—No, it is the judgment, my Lord.

Lord Fitzgerald :—I do not recollect any case in which hard labor is imposed for a mere breach of a by-law. That would come under the head of offences. That is an offence by breaking a by-law, doing an act which may be otherwise inoffensive. I do not recollect any case in this country where hard labor has been imposed for breach of a by-law, even at the discretion of the magistrate.

Mr. Kerr :—And your Lordship will observe the great distinction there is between this resolution—only that is another branch of the case—and the municipal by-law. In the municipal by-law where they impose hard labor, it is discretionary. In this case it is absolute for a term of fifteen days.

Sir Barnes Peacock :—A by-law ordering imprisonment is bad altogether.

Mr. Kerr :—Bad altogether.

Sir Barnes Peacock :—Simple imprisonment.

Mr. Kerr :—Yes, simple imprisonment.

Lord Fitzgerald :—Would that be so that the whole by-law would be bad.

Sir Barnes Peacock :—A by-law that provides that unless a party obey he shall be imprisoned is void, being contrary to *Magna Charta*, or that he shall forfeit 40 shillings, or for non-payment be imprisoned. This is in Comyn's Digest.

Sir R. Collier :—How is the by-law to be enforced?

Sir Barnes Peacock :—By a distress or debt—an action on the by-law. The penalty is to be recovered by distress. I do not mean to say that the Parliament could not give the power to make a by-law with imprisonment, or imprisonment with hard labor. That is another question, as to whether this Parliament could do so.

Mr. Kerr :—Quite so, and it seems to me that on looking at the two sections, finding the general criminal law committed to the one and the criminal procedure committed to the same Dominion Parliament, and finding a limited power given to the other, we must consider the two questions together, with a view of seeing really whether there was any idea of committing to the one this power. Here we find them giving a power which they may, according to the construction, delegate to some persons, really to create offences—really to punish with hard labor, and no limit to the time of hard labor. If the Commissioners could have inflicted this punishment, and would have said absolute imprisonment with hard labor for fifteen days, then why could not they have said fifteen years, and so that would have been an absolute delegation of a power.

Sir Robert Collier :—That would not be reasonable.

Mr. Kerr:—Where would the line be drawn as to what was reasonable or unreasonable.

Sir Robert Collier:—That would be manifestly unreasonable.

Mr. Kerr:—It seems also unreasonable to say hard labor shall be imposed for an absolutely definite period of fifteen days, for the least trivial offence against license laws.

Sir Barnes Peacock:—You can hardly call this a by-law. Is it not a deputed legislation? It is an act by deputing legislation without the assent of the Governor.

Sir Arthur Hobhouse:—They may pass by-laws for inflicting reasonable punishment by imprisonment with or without hard labor, for any period not exceeding twenty-one days, by the Act in case of non-payment of the fine.

Sir Barnes Peacock:—Even in that it says, "with or without hard labor." It does not say by imprisonment, but it is, "with or without hard labour."

Mr. Kerr:—So that it gives a discretion to make a distinction between trivial offences and serious offences.

Sir Barnes Peacock:—But still the Municipal Act says you may give hard labor for not paying a penalty under any of our laws.

Mr. Kerr:—It is a much more reasonable exercise of power, because they leave a discretion. Then there is no discretion left at all. It is an absolute punishment for fifteen days.

Sir Arthur Hobhouse:—There is no discretion under the resolution of the Commissioners.

Mr. Kerr:—They give a discretion to the magistrates. It is with or without hard labor surely.

Sir Barnes Peacock:—The fine, if imposed for a breach of these resolutions, would be recovered in the same manner. It is by reference to the Municipal Act.

Sir Arthur Hobhouse:—The magistrate shall, by warrant, commit the offender to the gaol of the City of Toronto, with or without hard labor.

Sir Barnes Peacock:—I am speaking of the words "with or without hard labor," as contrasted with the Municipal Act.

Mr. Kerr:—For a period—the period is a period of fifteen days.

Sir Arthur Hobhouse:—With or without hard labor?

Mr. Kerr:—The penalty is absolute—it must be \$20; there is no discretion about it being \$2 or \$20, but it is an absolute penalty, and if there is any imprisonment at all, it is for an absolute period of fifteen days.

Sir Robert Collier:—Unless the penalty is paid.

Sir Barnes Peacock:—The conviction is, but the power is not—the conviction is fifteen days.

Mr. Kerr:—Yes, but the power is absolute.

Sir Barnes Peacock:—The power to convict for a breach of the resolution is the same as for breach of a simple by-law.

Mr. Kerr:—No; it is in that respect different. There is no discretion as to the length of time.

Sir Richard Couch:—At page eight it is for a period of fifteen days.

Sir Barnes Peacock:—The Act does not give them power to make that.

Mr. Kerr:—We submit not.

Sir Barnes Peacock:—The Act does not give them the power to impose the penalty.

Mr. Kerr:—We submit not.

Sir Arthur Hobhouse:—Your argument has not been addressed to us upon that yet.

Mr. Kerr:—I am going to say a few words on that point in a moment. One word more upon the constitutional question. What I submit is, that where the Imperial Parliament gave the power to impose a fine, penalty or imprisonment, that was to enforce a law of the land—it must be construed that that was so—and a law of the Province (to enforce any law of the Province is the wording of the North America Act) they meant that there should be the concurrence in that legislation of not merely the Legislature of Ontario and its Government assenting to it, but there

should be the assent of the central power at Ottawa, who have the power of disallowance if they chose. They did not, therefore, mean to permit them to have or to commit to them any greater power than simply what they put in the words of the Statute—imprisonment—and the Statute in that sense cannot be read in any larger sense.

They reserve to the Dominion—representing the same people, governing over the same territory—they commit to them the larger power of attaching all additional penalties which should be attached only in the cases of offences that must be regarded in the nature of crimes calling for more severe punishment. Now, what I submit is, that the views in which the Court of Appeal approaches this question, was an entirely erroneous one. They approved it in the view that the Provinces had surrendered certain of their rights when they came into Confederation. That is the way it is put. The learned Chief Justice in his judgment says: "The Provinces surrendered," &c., &c., reading to the words "relation to the Criminal Law," and they approach the consideration of that question from that standpoint. What I submit is, that that is an entire misconception of the British North America Act. The Provinces surrendered nothing. The Provinces, as Provinces, took certain definite absolute powers, and as integral parts of the Dominion, possess all the benefits. They keep all powers that they had, only they vest it in a different governing body. They distribute to one governing body a certain portion of legislative power, and give to the other what remains, and what is not given to the Province. I submit when the question is approached as if the Provinces were surrendering something, and, therefore, it must be looked at with strictness to see how much they surrendered that is entirely wrong. On the other hand, it is to be considered that the whole governing power is given to the Dominion. Carved out of that are certain definite things committed to the Provinces as parts of that community, and when we consider it from that point of view, it is right that we should regard with strictness the definite subjects which are committed definitely to the Provinces.

Sir Barnes Peacock:—I do not understand that the Legislature gave the Commissioners power to legislate as to how the penalty was to be enforced. *Mr. Kerr*:—No.

Sir Barnes Peacock:—They had power to impose penalties, and then by section 70 of that Act, it says that in all cases where the Board of License Commissioners pass a resolution, and so on. It does not give them power to impose punishment. It comes in the same way as the Municipal Act.

Mr. Kerr:—And if your Lordship will refer to the section which is referred to in that section expressly, section 407 of the Municipal Act, your Lordship will see that this section 70, which imposes the penalty or authorizes the Board to impose the penalty and collect it, provides for its collection.

It says it may be enforced under the authority of the Municipal Act, and the convictions in such proceedings may be in the form set forth in the form in section 407 of the Act. I am told that section is printed at page 50.

Sir Barnes Peacock:—That is a different enactment, that the convictions in the proceedings may be in a certain form, but I think it says that they have a power to impose penalties. And then by section 70: "In all cases where the Board of License Commissioners in cities passes a resolution in pursuance of the powers conferred upon them by the 4th and 5th sections of this Act." Those being the powers to impose penalties—"and in and by any such resolution penalties are imposed for the infraction thereof, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate (if any) or before any Justice of the Peace having jurisdiction in the the manner and to the extent that by-laws of Municipal Councils may be enforced." It does not say that the Commissioners may pass a law, but the Commissioners did pass a law, section 2, page 8 of the Record, in which they say: "Any person or persons guilty of any infraction of any of the provisions of this resolution shall, upon conviction thereof before the Police Magistrate of the City of Toronto, forfeit and pay a penalty of twenty dollars and costs." That is to say, they had power to do that if the Legislature could give them the power. "And in default of payment thereof forthwith, the said Police Magistrate shall issue his warrant to levy

the said penalty by distress and sale of the goods and chattels of the offender, and in default"—now this is the part they have no right to pass—"of sufficient distress in that behalf, the said Police Magistrate shall, by warrant, commit the offender to the common gaol of the City of Toronto, with or without hard labor, for the period of fifteen days." *Mr. Kerr* :—Yes.

Sir R. Collier :—We want to see how the by-laws of the Municipal Council may be enforced. We are coming to that.

Sir Barnes Peacock :—Section 454 of chapter 174.

Mr. Kerr :—Section 454 provides that the Council may pass by-laws for inflicting reasonable fines and penalties not exceeding \$50, exclusive of costs, for breach of any of the by-laws of the Corporation. Then "for collecting such penalties and costs by distress and sale of the goods and chattels of the offender. For inflicting reasonable punishment by imprisonment with or without hard labor, either in a lock-up house in some town or village in the township, or in the county gaol or house of correction, for any period not exceeding twenty-one days."

Sir Barnes Peacock :—Now, the Commissioners, instead of leaving it optional for any period not exceeding twenty-one days, says he shall be imprisoned for fifteen days. They fix that. *Mr. Kerr* :—Absolutely.

Sir Barnes Peacock :—And the conviction follows that law and he is imprisoned for fifteen days. *Mr. Kerr* :—Exactly.

Sir R. Collier :—Unless the fine is paid in the meantime?

Sir Barnes Peacock :—Still he is to be imprisoned for fifteen days. The magistrate under that law could not have given him fourteen days or two?

Mr. Kerr :—Quite so, and in like manner the municipal law authorizes the inflicting of reasonable fines and penalties—that is reasonable, having regard to the offence, and provides for collecting the penalties. The resolution makes it an absolute definite \$20, nothing more and nothing less, which may be a very reasonable one for a very trivial offence.

Sir R. Collier :—That may or may not be.

Mr. Kerr :—The point is that it does not leave it with the magistrate to say what should be a reasonable fine, nor have they given him a discretion as to the penalty in the nature of the term of imprisonment.

Sir R. Collier :—We understand the point. I should like to see the form set forth in section 407.

Mr. Kerr :—Your Lordship will find that at page 51 of the Red Book.

Sir A. Hobhouse :—Under that subsection 14 of section 454, I suppose this Municipal Council might pass a by-law saying what the punishment shall be within the limits of the twenty-one days, within the limits fixed by the Act. May not the Liquor License Commissioners do the same?

Sir Barnes Peacock :—Whatever the municipal law did they might be punished under that, and according to that. If the Municipal Act gives only ten days the Commissioners could not give fifteen.

Mr. Kerr :—It must be the same—that is our point.

Sir Barnes Peacock :—I could not find what the municipal body did pass. How did the municipal body say that the penalties were to be enforced?

Mr. Kerr :—As to billiards?

Sir Barnes Peacock :—No; any penalty. Any penalty they imposed under chapter 174, they had a right to fix under section 14. They had power to inflict reasonable punishment for any period not exceeding twenty-one days. What is the punishment?

Mr. Kerr :—As a matter of fact, Your Lordship will find that the municipal Boards are allowed to pass by-laws with regard to a great variety of subjects, and in each of those, or in many of those by-laws, they have put a definite penalty, and it varies, of course, according to the subject matter. The only by-law we have before us is the by-law with reference to billiards, and in that case they have given^d a discretion.

Sir Barnes Peacock :—A discretion as to the amount of hard labor.

Sir Barnes Peacock :—As to the period?

Mr. Kerr :—And the period, too. That is at page 11 of the Record. They provide: "Any person who carries on a trade for which a license is required, or is otherwise guilty of an infraction of any of the provisions of this by-law, shall, upon conviction before the Mayor, Police Magistrate, or any Justice or Justices of the Peace, for the City of Toronto, on the oath or affirmation of any credible witness, forfeit and pay, at the discretion of the said Mayor, Police Magistrate, Justice or Justices convicting, a penalty not exceeding \$50." It is discretionary for the magistrates to say one or fifty; and in default of payment to issue a warrant of distress, and in case of no sufficient distress, to commit, with or without hard labor, for any period not exceeding six months. He may say one day or six months. That has not been followed by the resolution in question.

Sir Barnes Peacock :—I do not quite understand it now. This is the by-law of the city. But then, under section 14 they could not give six months. Under the Act, section 14, it is "for inflicting reasonable punishment by imprisonment with or without hard labor, either in a lock-up house, and so on for any period not exceeding twenty-one days, for breach of any of the by-laws of the Council." How do they give six months?

Mr. Kerr :—Except for any breach of any by-law or by-laws in cities Your Lordship will see.

Sir Barnes Peacock :—And the suppression of houses of ill-fame, for which the imprisonment may be for any period not exceeding six months. It was under that?

Mr. Kerr :—Yes. Then the Commissioners did not make a by-law which would be in accordance with the municipal by-law.

Sir Barnes Peacock :—Could they make a by-law at all? I do not understand that section gives them the power of making a by-law.

Mr. Kerr :—Or a resolution.

Sir Barnes Peacock :—The Legislature say themselves it is to be recovered in the same manner; they do not say that the Commissioners are to have all power.

Mr. Kerr :—Undoubtedly.

Sir Barnes Peacock :—At present it strikes me that the Commissioners had no power to make a by-law at all as to imprisonment with hard labor. It was to abide by the rules of the Municipal Commissioners, and that was for a period not exceeding twenty-one days, whereas the Commissioners pass a by-law saying it shall be fifteen days.

Sir R. P. Collier :—I must not be understood as concurring in the opinion expressed. I wish to hear both sides.

Mr. Kerr :—What I desire to point out is the agreement upon that point.

Sir Barnes Peacock :—I am not expressing any opinion. I only want to hear what the agreement is—had they the power to pass that resolution.

Mr. Kerr :—We submit not, and what we say is this, that the British North America Act authorizes the imposition of a fine or penalty or imprisonment for enforcing the law. The British North America Act did not authorize the passing of a law imposing, even in the alternative, a penalty or for enforcing the payment or collection of a fine by imprisonment. Then what we say in addition to that is, that the Act which is now under consideration did not commit to the Board of Commissioners any authority to impose imprisonment. All that it did was that it authorized them, by section 5, to impose penalties for the infraction. Then the penalties that are spoken of are money penalties, because I submit they say they form a portion of the license fund, and the infraction of the express enactments of the Liquor License Act itself is only punishable by imprisonment alone. There is no hard labor in that clause (59) at all.

Sir Barnes Peacock :—That is imposed by the Legislature.

Mr. Kerr :—Yes; that is imprisonment only.

Sir Barnes Peacock :—That is imposed by the Legislature for the infraction of a law they made themselves. *Mr. Kerr* :—Quite so.

Sir Barnes Peacock:—Then there is section 70, which says that penalties imposed by the Commissioners' resolution shall be enforced, and then the Legislature take upon themselves to say how that is to be done, but do not leave it to the Commissioners to say how it is to be done. That is how it strikes me.

Mr. Kerr:—That is the point.

Sir Barnes Peacock:—And if you read that section you will find it does not give them power by the resolution to say that penalties are to be enforced.

Mr. Kerr:—And, therefore, that portion of the resolution on which this conviction is based is absolutely—

Sir Barnes Peacock:—*Ultra vires*.

Mr. Kerr:—Yes; *ultra vires*. The conviction is bad, and the resolution is *ultra vires*, and it would not seem reasonable that they should say in one section: "All violations of our own enactments as to the most serious offences of selling liquor without a license at all, shall be punishable by imprisonment only," and to have a construction put upon it that the infraction of the regulation which might be passed by the Commissioners should be punishable only by a much more severe penalty. So that I submit on both those grounds that the conviction is bad, but your Lordships will find, on looking at page 51 of the Red Book, that the form of conviction probably throws light upon that, because it is the form of conviction which is expressly incorporated in section 70.

Sir Robert Collier:—It only says it may be in that form. It does not say, must be.

Mr. Kerr:—No. It may be enforced. It is at page 51 of the Red Book. It is to be imprisoned in the common gaol for the space of blank days. There is no hard labor there. Then all that the Legislature have authorized the Commissioners to do is to impose penalties. They have not authorized them to provide for the mode of collection of those penalties, but they have referred that under section 70. They have not authorized them to permit or sanction imprisonment as a penalty for the non-payment of the fine.

Lord Fitzgerald:—Or to fix its duration?

Mr. Kerr:—Or to fix its duration.

Lord Fitzgerald:—But is there any authority for this. Supposing the License Commissioners, in framing their resolution, exceeded their authority in directing hard labor, is there any authority to show that that makes the whole resolution void?

Mr. Kerr:—This conviction would be bad, because this conviction is dependent upon that.

Lord Fitzgerald:—That may be another question. First of all, is there any authority for saying that in consequence of that the whole resolution is void.

Sir Barnes Peacock:—There is this laid down in Comyn's Digest, that a by-law being entire if it is unreasonable in any particular shall be void for the whole. As, if the penalty be unreasonable, or to be levied by imprisonment, sale, &c., or to be levied by distress and sale, it shall not be good for the distress. A by-law void in part is void altogether?

Mr. Kerr:—If it all be within the range of the same subject matter.

Sir Arthur Hobhouse:—Do you say the penalty is unreasonable, then, or unauthorized.

Mr. Kerr:—We urged both. The point I have been pressing on your Lordships is that it is an unauthorized one. As to the unreasonableness of it, that would be a minor point.

Sir Barnes Peacock:—The magistrate has given fifteen days' hard labor in default of a distress and payment of the fine. If he had acted on the municipal law he might have given something less, but he gives fifteen days because the resolution of the Commissioners says it is to be fifteen days, and that was apparently unreasonable. I am not expressing any opinion, but the question is whether that was *ultra vires*?

Lord Fitzgerald:—My question was as to the resolution. Is there nothing more recent on the subject than Comyn's Digest—nothing with regard to the resolution passed in pursuance of statutory powers.

Sir Robert Collier :—We have to consider the statutory powers according to the words of the Statute.

Mr. Kerr :—Of course in this case your Lordships will see that this man might be punished under the two authorities, which is a very inconvenient state of matters to say the least of it. He might be punished under the city by-laws, they might impose one kind of punishment, and that would be no answer to his being punished for the same offence under the resolution of the License Commissioners.

Lord Fitzgerald :—To turn to what is really the main question, would not you say that the Statute of 1877, which gave the License Commissioners powers to make resolutions in certain cases, which they define, is merely a question of a local nature, the resolutions referred to. It is confined to the Province of Ontario.

Mr. Kerr :—Undoubtedly.

Lord Fitzgerald :—And to matters of local interest.

Mr. Kerr :—It affects those persons only, but the subject matter which is being dealt with makes no difference.

Lord Fitzgerald :—What I call your attention to is this. Clause 16 says that they are to have exclusive jurisdiction and legislative jurisdiction over all matters of a merely local nature. I want to know what is there to take this case on the question of *ultra vires*, out of that 16th provision.

Mr. Kerr :—The mere fact that is intended to be applied to a particular locality does not bring it within the jurisdiction, because otherwise everything in the jurisdiction of the Dominion Parliament might by being localized in a particular place be brought within the purview of the authority given to the Local Legislature, but what we submit is this: Taking a subject to illustrate what I mean, which is clearly within the Dominion Parliament—bills of exchange and promissory notes, which are expressly committed to the care of the Dominion Parliament. Supposing that the Ontario Legislature had provided that bills of exchange made at Toronto, in a particular way, should be payable in a particular way, and should be subject to a certain duty, or subject to being in a particular form, and if they were not, that they should not be valid.

The fact that they had localized its application to the locality of some place within the Province would not confer jurisdiction upon the Province to legislate in that way.

The Act would be *ultra vires*. So in the same way, if the subject matter of legislation in respect of the traffic of liquor be a branch of trade and commerce, as was held in the case of *The Queen vs. Fredericton*, in our Supreme Court, and as I venture to submit, was the judgment and opinion of your Lordships who reviewed that judgment here, as appears from the last paragraph of your judgment—the subject matter then, was a matter within the jurisdiction of the Dominion Parliament, and as such, was not one committed to them. That is the view that was put here, and it seems to me, therefore, that that is a good distinction. The question is not: has this been applied locally; have the Legislature only assumed to legislate within their own Province, have they only legislated with regard to the locality within their own Province? The question is, have they legislated in respect of a subject matter not committed to them? If this comes within the class of subjects which is to be treated as trade and commerce, then, as has been pointed out, the Dominion could prohibit the importation of liquors, could prohibit the manufacture of liquors, and could prohibit the sale of liquors, and all that would be trade and commerce. If they could prohibit, they could regulate it; they could control, of course, the dealing in it; they could prescribe the manner in which it was to be treated in the localities in which it was to be carried on, and if they could, it was because it was a portion of the subject matter of legislation submitted to them.

Lord Fitzgerald :—According to that view, if the Dominion Parliament passed an Act, and enacted that in the City of Toronto, Ontario, public houses should be closed from Saturday to Monday, that would be a matter for the Dominion, and not for the particular Provincial Legislature.

Mr. Kerr :—I take it that that would be so.

Lord Fitzgerald :—That would make the Dominion Parliament pass a law neither for trade or commerce, or for good order or public safety. I do not understand how you can argue that regulating the hours at which public houses should be closed, is a matter of a public nature and within the power of the Dominion Parliament.

Sir Barnes Peacock :—Would not that come within section 9, regulating shop, saloon, tavern and auctioneers' licenses.

Sir Richard Couch :—It is not put in *Russell vs. The Queen* as regulating the trade. It is put upon promoting temperance as a matter of general order.

Sir Robert Collier :—We do not expressly dissent from the view that it was under the powers and regulations, but it is put on the ground that it implies to all subjects in the Dominion.

Sir Barnes Peacock :—It is a general temperance Act passed by the Dominion.

Mr. Kerr :—Under the general heading of peace, order, and good government.

Sir Barnes Peacock :—That was the general Act relating to temperance. Then there may be matters of a private nature in regard to the regulation of taverns in the locality.

Mr. Kerr :—But they have not given them power to regulate the taverns. All they have done is to make laws in relation to licenses in order to the raising of a revenue. That is section 9.

Sir Barnes Peacock :—“May exclusively make laws in relation to matters coming within any of the sections.” That is in relation to matters connected with shop, saloon, tavern, auctioneers, and other licenses. I see—

Sir Richard Couch :—I think you will find in the *Citizens' Insurance Company vs. Parsons*, something is said about the regulation of trade which would scarcely apply to this case.

Sir Robert Collier :—It is said in that case, if I recollect rightly, to this effect that regulations of a particular form of contract—the contracts of insurance companies—were within the powers of the Legislature of the Provinces, and not under the general regulation of trade and commerce, which belonged to the Dominion.

Mr. Kerr :—That was under the head of property and civil rights.

Sir Richard Couch :—Something is said in the judgment about what is meant by the regulation of trade and commerce, and it is thrown out that it is a general regulation of trade.

Mr. Kerr :—Yes.

Sir Barnes Peacock :—That is in the Dominion, but that the Provinces might regulate the trade within the Province.

Mr. Kerr :—Your Lordships will see, with regard to this sub-section your Lordship refers to now—sub-section 9—in *Russell vs. The Queen*, it was argued that under that section the power had been committed to the Province of New Brunswick, and their Lordships say, with regard to the first of these classes, No. 9, it is to be observed that the power of granting licenses is not assigned to the Provincial Legislature for the purpose of regulating trade, but in order to the raising of a revenue for provincial, local and municipal purposes.

Lord Fitzgerald :—But here, in maintaining the general Act which the Dominion Parliament had passed, that is the Temperance Act, the language of my Lords is this. As to property and civil rights: “These things, as well as intoxicating liquors, can, of course, be held as property; but as for placing restrictions on their sale, custody or removal, on the ground that the free sale or use of them is dangerous to public safety, and making it a criminal offence, punishable by fine or imprisonment, to violate these restrictions, cannot properly be deemed a law in relation to property in the sense in which those words are used in the 92nd section.” And again: “What Parliament is dealing with in legislation of this kind is not a matter in relation to property and its rights, but one relating to public order and safety.” I am dealing now as to the power of the Province to legislate on this subject, and it remains to be considered whether it is property and civil rights in the Province, or

whether it comes under section 16. "Generally all matters of a merely local or private nature in the Province."

Mr. Kerr :—Both these matters were considered in that case. The importance of that question is directly raised now, because by the Act of the Dominion, passed last Session, the 46 Victoria, chapter 30, the Dominion have assumed to legislate with regard to the whole of this matter, and that Act comes into force on the 1st of January next. It is an "Act respecting the sale of Intoxicating Liquors and the issue of Licenses thereof." That is the License Act.

Sir Barnes Peacock :—Have they regulated billiard tables—that they are not to be kept in a house after a certain time has expired.

Mr. Kerr :—No; they have not said anything distinctly about that.

Sir Robert Collier :—That will probably come by way of appeal to us in due time.

Sir Barnes Peacock :—It may be such a matter that the words "generally all matters of a merely local or private nature in the Province," do not apply, but that they refer to such cases as would be considered by Parliament here as a local and a personal Act, or a private Act—that is of a local or personal nature. In many cases these are private Acts, and those are distinct from the general public Acts of the Imperial Parliament. The question may be, whether those are not the matters which would be the subject of a local or personal Act, or a private Act. Then those may be passed by the Province.

Mr. Kerr :—Yes, of course, in *Russell vs. The Queen*, the one main question I apprehend was, "has this been assigned by any of these sub-sections definitely." If it has, then it is within provincial jurisdiction, if it has not, it is not, and your Lordships came to the conclusion that it did not fall within any of the classes of subjects referred to there. My Lords, for these reasons, I submit that the judgment under appeal should be reversed.

Mr. Jeune :—My Lords, I am with my learned friend, and I think my chief duty will be to call your Lordships' attention, as my learned friend has not done so specifically, and in detail, to the judgments which have been delivered (against which we appeal) by the Court of Appeal of the Province of Ontario—one of the two questions the court have dealt with—that which this very moment has been engaging your Lordships attention, and which is, no doubt, as far as regards the general interest of the matter, the most important question which is raised in this case, although not, perhaps, the most important for the decision of this important case, but it is the most important in a general sense—whether the regulation of the liquor traffic which, in England, would be commonly known as the Liquor Laws, are laws which the Dominion ought to pass, or laws which the Province ought to pass.

Lord Fitzgerald :—They would be more properly known here as the Licensing Laws.

Mr. Jeune :—The Licensing Laws, or one speaks generally of the Liquor Laws. They are laws which, of course, in England, have always been carefully reserved for the jurisdiction of the Imperial Parliament up to this time, and they were laws which, at the time the Confederation Act was passed in the English Constitution, were reserved for the consideration of the English Parliament alone. The English Parliament always has, up to this time, whatever some people may think ought to be done, treated the regulation of the liquor traffic—as indeed it is a matter of general public interest, and not as one either in the permission of the traffic, or the prohibition of the traffic, concerning localities only, and to be dealt with solely by localities, and therefore *prima facie* one would naturally suppose that a matter of this kind would be one which we have good reason to think would be left for the Administration of the Legislature of the Dominion as opposed to the Legislatures of the Provinces.

Now my Lords, of course there can be no questions whatever in this case that the Province assumed to legislate entirely for the liquor traffic, and it has done so in this particular instance by delegating its power to certain License Commissioners. For the moment I do not discuss the question whether they have the power to delegate or not.

I will assume everything done by the License Commissioners has been done in the Act of Parliament of the Province, and the sole question I wish at this moment to discuss is, whether the Provinces have power to pass laws regulating such matters as the houses at which liquor shall be sold, the persons to whom it shall be sold—amounting, of course, to a power as they claim it—because if they have the power to exercise the smaller they have the power to exercise the greater—to prohibit the liquor sale altogether. Of course that question must be determined by reference to the British North America Act, and I think it is determined by this consideration, that in the division of subjects by the North America Act the way in which the legislation is divided between the Provinces and the Dominion is not with reference to the area to which the legislation is to apply, but with reference to the subject matter of that legislation. Of course, when the Imperial Parliament took upon itself the duty of apportioning the legislative functions between the Dominion and the Provinces, it would have been possible to have proceeded on the principle of the division of legislation by area; that is to say, they might have said a Province may legislate with reference to all matters in the Province, but where you have legislation extending over the whole division; that legislation shall be given to the Dominion. That would have been a possible mode of dividing the legislative functions.

It is obvious that it would have been a very inconvenient one, and probably one in which would very soon have found itself in inextricable difficulties, because, of course, these difficulties would have arisen, that it would have been extremely difficult to say that the Dominion having power to legislate for the four Provinces, should not have the power to legislate for three or for two, or for one. It would have been almost absurd to say that the Dominion should have no power to legislate unless their legislation was such as was capable of being similarly enforced with reference to all the Provinces. It would have been almost absurd in any case when one considers the vast natural differences which exist between the four Provinces; some of them more inland than others; some more crowded than others, and in altogether different positions; but the absurdity is brought to its highest point when one considers that two wholly different sets of laws in force within the Provinces, and that while the Province of Quebec had its laws based on the laws of France, the Province of Ontario would have its laws based on the common law of England.

Therefore, it would have been impossible to have carried out legislation on the principle that the Dominion should legislate, generally, without regard to subjects, and that each Province should legislate for itself equally without regard to subjects. Then, of course, other difficulties would have arisen, and there would have inevitably been a conflict. If the Dominion had legislated with reference to subjects all over the Dominion, the Provinces would have been in very great difficulty as to how far they could legislate for themselves and if the legislation conflicted with was to prevail.

Therefore, it is obvious, if one comes to consider, that a system of legislation divided in that way would have been one doomed to failure. Therefore, that is not the way in which the Constitution of the Confederation is founded. It has proceeded upon a different principle, and if I may say so, that appears to me to be the whole key to this matter. It has proceeded upon this principle that certain subjects are given expressly and exclusively—and I think stress is to be laid on the word “expressly”—to the Provinces. Certain other subjects are given *eo nomine*, and expressly exclusively to the Dominion. That which is not given expressly to the Provinces or mentioned in the list of subjects specially given to the Provinces, goes to the Dominion. The principle, of course, being exactly the reverse of that pursued in the United States, and being as the preamble of the Act says, in principle, the same as the Constitution of England, and as I have always understood those means to mean as opposed to the Constitution of the United States, that the Dominion has everything not expressly given to the Provinces.

Now, my Lords, that is a principle which I venture to state, because it is a principle which your Lordships have laid down in more than one case, and especially in the case to which one of your Lordships referred just now, the case of *Parsons vs. The Citizens' Insurance Company*, which was argued before this Court some little time

ago. That case laid down in substance, this: you first have to see whether a thing is expressly in the list as a provincial matter as regards its subject matter, not as regards its area of legislation. If it is, that is a matter for the Province. If it is not, you look to see whether it is in the Dominion subjects, and if it is in, that is a matter for the Dominion. If it is in neither, then the matter goes under the general words to the legislation of the Dominion. Now, my Lords looked at it in that way, and with reference to those canons, I venture to submit to your Lordships that the case of *Russell vs. The Queen* is conclusive on this point which your Lordships laid down in that case necessarily governs this question. Your Lordships will see at once, looking for a moment at the list of subjects which are assigned to the Dominion, that it is obviously impossible, with reference to them, to say that the Provinces could obtain *seizin* of the legislation over any one of them by confining their legislation within the areas of their own Province. My eye catches Savings Banks: for example, that is the one at the moment which I happen to see. The Dominion has power to legislate entirely on the subject of savings banks. The Province of Ontario could not pass a law with reference to savings banks in Ontario, nor could the Province of Quebec, in Quebec. On the other hand, the Dominion could legislate, if it so chose, with reference to the savings banks in Ontario alone, or in Quebec alone, or in New Brunswick alone, or in Nova Scotia, or in any combination of them, or in all of them. That arises simply because the subject matter is assigned to the division, and is not assigned to the Provinces. Of course that obviously must be so, because there are things that strike one's eye at once, where it is obvious that legislation would affect Provinces in a very different degree.

For example, matters like beacons and lighthouses, and I see even the individual case of Sable Island—I do not quite know what that is, but it is some particular place. Clearly legislation with regard to things like beacons and lighthouses although made by the Dominion, must be legislation of a local character.

Lord Fitzgerald :—Where is Sable Island?

Mr. Jeune :—I really do not know.

Mr. Irving :—It is an island off the south-east coast of Nova Scotia; it is an uninhabited island.

Lord Fitzgerald :—I suppose it is used for lighting purposes?

Mr. Irving :—It is used for lighting purposes, but it is a large island, thirty or forty miles long.

Mr. Jeune :—It is a place where for lighting purposes it is necessary jurisdiction should be exercised, therefore legislation with regard to that would be legislation as regarded its area as local as any legislation could be, but it is within the Dominion, because the subject matter is given to the Dominion—that applies to every single one of that list of subjects. They are all matters in which the Dominion can legislate, either by the general law applying to all the Provinces, or by a law applying to particular parts of the Dominion. Now, then, apply that to the licensing or liquor laws. If they fall within the scope of the legislation of the Dominion, it is within the power of the Dominion to legislate either generally, as they have in fact done, or of course with reference to each Province specifically, supposing they thought they were special matters which ought to be dealt with with reference to each Province. Now, the only way I venture to think of getting out of that is, as the way in which that fact was endeavored to be accomplished in *Russell vs. the Queen*. It is quite true that what you had was a law that affected the whole of the Dominion equally, and in the same manner, but that was a mere accident. The law could not have been the worst law, surely, if it has made distinction between the various Provinces. If, for special reasons, it had made the law more stringent in one Province than another, or in some particular cities, or supposing there had been particular cities which, for any special reason, they wish to have the legislation different in, or it was thought desirable that the legislation should be different, the law would have been equally good. If, therefore, the Dominion had the power to pass a general law of that kind, I submit to your Lordships that the Provincial Legislature had no power to pass special laws on the same subject, which

is what they claim to do, and the only way in which you can say that the Dominion has the power to pass legislation generally on the subject, is by saying that the class of subjects on which the legislation is passed is not amongst those which are assigned to the Provinces. If you had found, which is another way of putting it, the regulation of the liquor traffic among the subjects assigned to the Province, the general law passed by the Dominion would clearly have been had, and it is because you do not find that, and because the court has decided, as I submit, that the special subjects assigned to the Provinces do not include the liquor traffic, it is for that very reason that the law is good. Now, my Lords, let me ask your Lordships to refer for one moment to the case of *Russell vs. The Queen*, in order to bear out what I have been saying. What was argued in that case by my learned friend, Mr. Benjamin, was that the Legislatures of the several Provinces had always exercised the power of dealing with the sale of liquor within their Provinces, and with the granting of licenses for the purposes of local revenue. He argued, therefore, that that was a matter coming within the 16th sub-section of the 92nd section of the Act—a matter of a local and private nature.

It is obvious that that was substantially his argument, and that he put as points that it was also possible that the legislation might be brought within other sections, because I see that before the counsel for defence were called on the Judge presiding in the Court said that their Lordships did not require to hear the respondent's counsel with reference to sub-sections 9 and 13, but only with regard to sub-section 16. What did that mean? That meant, as I venture to submit to your Lordships, that your Lordships thought that section 9, namely, the section which gives power to issue licenses to shops and saloons for the purposes of revenue, and for the purpose of revenue only, did not make the regulation of the liquor traffic a matter coming within that section. Then section 13, in the same way, which is over property and civil rights, their Lordships thought—and I do not, therefore, argue that matter further—that under the head of “property and civil rights” the Province had not the power of legislating for the liquor traffic. I submit that must have been the view of the tribunal. Then it came only to section 16, whether it was a matter of local and private nature, and the argument of the learned counsel for the respondents was: “Drunkenness affects the whole community, its character, health and efficiency, more than any other matter, and giving local option does not render the Act which deals with such a matter local in its nature. On the contrary, local option is usually given where the subject is of great general interest, opinion divided as to the change, and large interests threatened thereby.” That is to say, the liquor traffic was a matter of general interest and importance not to be brought under the head of section 16 as a matter of merely local and private interest in the Province—one of your Lordships has anticipated what it was I was going to suggest, but where you find words like those of a merely local or private nature minimizing the force as far as possible at the end of a great many other sub-sections, it is clear in the first place, that they are not matters of great importance; and secondly, it surely points to exactly the same division of legislation that you find has always existed with reference to English legislation: that Acts of a local or private nature—Acts passed in the ordinary course of private Bill legislation in England—are Acts affecting particular localities, and particular matters in those localities, and clearly not matters such as those of liquor licensing or matters of that kind. Now, when your Lordships gave your decision in the case of *Russell vs. The Queen*, I submit that the words which were used by the court clearly show that the view of the court was that the subject of liquor licensing was a matter within the general scope of the legislation of the Dominion, and not a matter assigned to the Province, and whether or not the legislation was for the Province alone or not did not matter, but that it was a subject given to the Dominion, and therefore taken away from the Province. Your Lordships see, at page 835, the decision of the court is in these words: “The effect of the Act when brought into force in any county or town within the Dominion is describing it generally, to prohibit the sale of intoxicating liquors, except in the wholesale quantities, or for certain specified purposes to

regulate the traffic in the excepted cases, and to make sales of liquors in violation of the prohibition and regulations contained in the Act criminal offences, punishable by fine, and for a third or a subsequent offence, by imprisonment." Now, my Lords, surely that describes an Act which regulated the liquor traffic in the Dominion, and would be in direct conflict with such an Act as that which has been passed by the Province of Ontario. It might or it might be less severe. It might be that the Province passed more stringent regulations as to hours, or as to the mode of traffic or the Dominion. That would not matter. It is impossible to say if the Dominion has power to regulate the liquor traffic all over the Dominion, that a similar power with reference to the other competent parts of the Dominion can be vested in the Province. The two things surely clash, and in this particular case they would clash. Supposing instead of making the Act an Act of local option, which it appears to be in form, it had been an Act saying that public houses shall be closed every evening at four or five o'clock, or something of that sort. The Provinces pass an Act that they may be open for shorter or longer hours. Can any one say that that legislation does not directly clash, and can any one contend that in *Russell vs. The Queen* the legislation of the Dominion would not be good. If I may say so with respect, your Lordships must choose between the two. The problem is presented of both Dominion and Province legislating on exactly the same subjects with conflicting legislation. If the one is good the other is bad. It is impossible that the Dominion can have a right to pass such an Act as they did pass and which was called in question in *Russell vs. The Queen*, and that the Province can equally have a right to pass any laws they please on the subject of the liquor traffic. One can hardly see how they are to be reconciled. One can hardly say that the principle of reconciling them is to be that the most stringent should always prevail. Why should it? The two must be absolutely in conflict. If the legislation by the Province is good, the legislation by the Dominion is bad. My learned friend has told your Lordships that that state of things has actually happened; the Dominion has actually legislated, whether in conflict with the Province or not I do not know, and it does not matter, but it has legislated on this very subject that the Province has claimed to legislate upon.

Sir A. Hobhouse :—It is a question of power, not what the enactment contained. The power is mutually exclusive.

Mr. Jeune :—Yes; the point I am endeavoring to make is, that the Dominion have the power, and I submit your Lordships have said they leave the Provinces and the Act. One illustrates it best by looking at the specified subjects, but it is not necessary to do that. If one takes the matter in the most general way, it must surely be obvious that the general power to legislate is in direct conflict with the special power to legislate in one of the combined areas.

Sir A. Hobhouse :—I suppose it would be for the Dominion to say whether local option should exist or not on this subject.

Mr. Jeune :—Yes.

Sir A. Hobhouse :—And if they said it should, they might give the power to the municipality alone, excluding all Commissioners.

Mr. Jeune :—They might do it subject to any question of delegation, which would be another question. The Dominion might say that special regulations might be made by the municipalities or by License Commissioners, or by anybody supposing the power of delegation to exist, but that would be an Act of the Dominion, or would be an exercise of the power of the Dominion, and, of course, then there could be no conflict of legislation. But I confess—and this appears to be irresistible—that if it is within the competence of the Dominion to pass a law saying, you shall not sell at all in any part of the Province, it cannot be in the power of the Province to say you may sell liquors at certain hours, or *vice versa*. Supposing the Dominion said liquors may be sold on any day of the week except Sundays, or something of that sort, it would not be then within the power of the Province to say it shall not be sold on Saturdays. In England, one is so accustomed to the conflict—it is a thing one is accustomed to every day—between the local authorities having a right to deal with

it as a particular matter. That is always brought into direct conflict with Imperial authority dealing with it.

Now, my Lords, I do not know that I need refer your Lordships at much length to the decision in *Russell vs. The Queen*, but almost every word of that decision, I submit, when one comes to look carefully at it, proceeds on the principle which I have ventured to lay down. For example, at page 838, their Lordships lay down that the whole matter of legislation of this kind is not a matter in relation to the property and its rights, but one relating to public order and safety. "That is the primary matter dealt with, and though incidentally, the free use of things in which men may have property is interfered with, that interference does not alter the character of the law."

Then again, a little lower down, after referring to the case of *The Citizens' Insurance Company vs. Parsons*, their Lordships say: "Few, if any, laws could be made by Parliament for the peace, order and good government of Canada which did not, in some incidental way, affect property and civil rights, and it could not have been intended, when assuring to the Provinces exclusive legislative authority on the subjects of property and civil rights, to exclude the Parliament from the exercise of this general power whenever any such incidental interference would result from it. The true nature and character of the legislation in the particular instance under discussion must always be determined, in order to ascertain the class of subjects to which it really belongs."

Then there is another sentence to which I think great importance is to be attached. It is: "It was argued by Mr. Benjamin that if the Act related to Criminal Law it was Provincial Criminal Law, and he referred to sub-section 15." Then your Lordships said this: "No doubt this argument would be well founded if the principal matter of the Act could be brought within any of these classes of subjects"—that is to say, the subjects with which the Province have to deal—"but as far as they have yet gone, their Lordships fail to see that this has been done." If the matter of the regulation of the liquor traffic is not within the special classes, or the principle laid down in *Parsons vs. The Citizens' Assurance Company*, the matter is one for the Dominion. Then there is one other sentence I should like to call your Lordships' express attention to, and that is on page 840: "It was not, of course, contended for the applicant, that the legislature of New Brunswick could have passed the Act in question which embraces in its enactments all the Provinces, nor was it denied, with respect to the last contention that, the Parliament of Canada might have passed an Act of the nature of that under discussion, to take effect at the same time throughout the whole Dominion. Their Lordships understand the contention to be that, at least in the absence of a general law of the Parliament of Canada, the Provinces might have passed a local law of a like kind, each for its own Province, and that as the prohibitory and penal parts of the Act in question were to come into force in those counties and cities only in which it was adopted in the manner prescribed, or as it was said, 'by local option,' the legislation was in effect and on its face upon a matter of a merely local nature. The judgment of Allen, C. J., delivered in the Supreme Court of the Province of New Brunswick in the case of *Barker vs. City of Fredericton*, which was adverse to the validity of the Act in question, appears to have been founded upon this view of its enactment." Then, a sentence is cited from the judgment, which I need not read to your Lordships. Then, what their Lordships say about it is this, which I submit is conclusive on this point. Their Lordships cannot concur in this view. The declared object of Parliament in passing the Act is that there should be uniform legislation in all the Provinces respecting the traffic in intoxicating liquors, with a view to promote temperance in the Dominion. Parliament does not treat the promotion of temperance as desirable in one Province more than another, but as desirable everywhere throughout the Dominion. The Act, as soon as it was passed became a law for the whole Dominion, and the enactments of the first part relating to the machinery for bringing the second part into force, took effect, and might be put in motion at, once, and everywhere within it. It is true

that the prohibitory and penal parts of the Act are only to come into force in any county or city upon the adoption of a petition to that effect by a majority of electors, but this conditional application of these parts of the Act does not convert the Act itself into legislation in relation to a merely local matter. The objects and scope of the legislation are still general, viz., to promote temperance by means of a uniform law throughout the Dominion. The manner of bringing the prohibitions and penalties of the Act into force, which Parliament has thought fit to adopt, does not alter its general and uniform character. Parliament deals with the subject as one of general concern to the Dominion, upon which uniformity of legislation is desirable, and the Parliament alone can so deal with it. There is no ground or pretence for saying that the evil or vice struck at by the Act in question is local, or exists only in one Province, and that Parliament, under color of general legislation, is dealing with a provincial matter only. It is therefore unnecessary to discuss the considerations which a state of circumstances of this kind might present. Then your Lordships say: "In Statutes of this kind the legislation is general, and the provision for the special application of it to particular places does not alter the character." Then your Lordships suggest that it may have been a right view which placed that subject within the regulation of trade, and I submit to your Lordships that it is so, and that the regulation of the liquor trade is a regulation of trade. But I venture to think it is unnecessary to rely upon that argument. The judgment in *Russell vs. The Queen* is that general legislation of that kind—a legislation is not the less general because it may differ with reference to the different Provinces, as within the province Dominion, and therefore special legislation on the same subjects is clearly not within the scope of the authority of the Province.

Sir Arthur Hobhouse:—Have you considered how far small local arrangements of this kind are a necessity incident of municipal institutions. Something must follow in the apportionment of Commissioners of Police for keeping order in the town, and not specified in this?

Mr. Jeune—Of course, that view is one which one has to consider, because it is the view which some, at any rate, of the Judges in the court below appear to have taken.

Sir Arthur Hobhouse—Do the court below hold that this is an incident of municipal institutions?

Mr. Jeune—That is certainly the view.

Sir Arthur Hobhouse—We have not had our attention called to the judgment yet.

Mr. Jeune—I think I ought to call attention to the exact words used by the Judges. I may say at once that that is the view, and founded upon this, that no doubt before Confederation municipal authorities in the Provinces—I do not know whether all or not, but, at any rate, some of them—had assumed to themselves to deal with the question of the liquor laws, and had, no doubt, passed resolutions on the subject of the liquor laws. But, of course, it could not be contended for a moment that because they had done that the municipalities afterwards retained the same power, or that these words gave them similar power; for this reason, that the municipalities who claimed, and had, in fact, exercised that legislative power over a vast variety of other things, some of which, beyond all question, would not come within the class of matter which, after Confederation, were assigned to the Dominion. One would be able to point out, if desirable, many matters. One occurs to my mind expressly, because it is a very obvious one, and that is beacons and lighthouses. Those were things always dealt with by the municipalities before Confederation, but which, after Confederation, clearly became matters of general legislation of the Dominion.

Lord Fitzgerald:—Because the Province did not retain that special thing.

Mr. Jeune:—I mean the circumstance that the municipalities exercised the power before confederation proves nothing.

Sir Richard Couch:—It does not show it was part of the municipal institutions.

Sir Robert Collier:—It is not a question of what they exercised before Confederation. We have only to deal with the Statute.

Mr. Jeune:—That is what I submit to your Lordships, that it is a question of the meaning of this Act of Parliament construed, as I venture to think, as an Act of Parliament and not as a charter. But if it was municipal institutions in the Province dealing with that subject for that moment in the first place, the meaning of those words would obviously be, I think, the constitution of the municipal institutions—how they are to be elected, and so on. It could not be held. I should venture to think—to extend the power over anything not given to the Province. As their Lordships have observed in the case of *Russell vs. The Queen*, one is compelled to look here at the primary object of the including of each class of subjects, and you cannot incidentally introduce into the matter of the Provinces something which is not expressly given, because it may be brought in incidentally by means of something else. Of course there are a great many things which clearly might extend in such a way as beyond all question to conflict with the legislation of the Dominion. For example, there is one which is dwelt on in a case before your Lordships, and that was the solemnization of marriage within the Province. Now, one sees what a very limited force must be given to that, when you find that marriage and divorce is a matter expressly given to the Dominion, and therefore you must put the most limited force on those words, namely, that the solemnization of marriage in the Province would be confined to the form of marriage similar to property and civil rights in the Province. In its largest sense property and civil rights would include almost everything and your Lordships in the case of *Parsons vs. The Citizens' Insurance Company*, have held that to include such a matter as the contracts of insurance. But it is clear that that must be limited in a very material way where you find that such things as interest, legal tenders, patents, copyright and things of that kind are all expressly assigned to the Dominion, and therefore I venture to submit this is a case where you must look at the primary meaning of the words. Now looking to the primary meaning of the words, “power to legislate with reference to municipal institutions,” I venture to submit means power to constitute municipalities with such powers as are necessarily inherent in Municipalities. Now it can hardly be said that a matter such as the regulating of the liquor laws is a matter necessarily inherent in the Municipality when it is a thing that no municipality in England ever had.

Sir Arthur Hobhouse:—It is difficult to say that it is not necessarily inherent.

Mr. Jeune:—Not necessarily inherent. Curiously enough, the Provinces themselves do not so deal with it, because they take the power of licensing away. They do not give the power of licensing to the municipality, but they give it to a special body which they constitute. If they had given the municipality power to regulate the liquor traffic, then they might have argued—I think unsuccessfully—that municipal institutions gave them that power, but curiously enough they have constituted another body and have not given it to the municipality. In fact, they claim to deal with it as a matter of independent legislation in their own hands, and not as one merely inherent in the municipality.

Now, my Lords, so much for what I submit to your Lordships is the principle question, namely, that *The Queen vs. Russell* is substantially a decision of this matter. Now, the next question—and I take them together, because they are both dealt with in the judgments to which I shall refer your Lordships in one moment—is the question of the right of the Province to delegate its authority supposing that it has it. Of course, that is a totally different question, and it appears to me, on the face of it, to be a very short question—it depends on the view that is to be taken as to the actual power of this specially constituted and subordinate Legislature. Now, light, if I may say so, appears to me to be thrown upon the matter, by a consideration of what the English Parliament at any time has done, or could do, and for this reason, that the English Parliament, being omnipotent, has, among other things, power even to change its own Constitution. The Legislature of Canada and the Provincial Legislature, of course, has not. The Provincial Legislature is a body constituted as the Act constitutes it, exercising its powers by means of the Constitution which has been given it, and therefore bound, as I submit, to exercise those powers itself. It is not a

question of saying that you may constitute a corporation or body of that kind which has power to make its own by-laws. Here the Province claims to go beyond that, and it claims to constitute a body which is intended to do the thing which power is given by the Legislature itself to do. That is, of course, a wholly different matter, and I say the distinction drawn in *Burah vs. The Queen*, and referred to in this case, does not appear to me at all to touch the matter. In the case of *Burah vs. The Queen*, what was in question was conditional legislation—legislation which was to come in force in a given event. That is one thing. It is quite another thing to say that that legislation itself is not to appear on the face of the Act of Parliament at all, but it is to be made under different circumstances and by different people from the Legislature altogether. It is not a new mode of legislating. It is not constituting a body and giving it the power necessary to it, like the Constitution of a corporation. It is saying that the power of legislating on certain subjects may be exercised by another body than that to which the power is, in terms, given.

Sir Arthur Hobhouse:—Do you say it is a new device?

Mr. Jeune:—In that particular case.

Sir Arthur Hobhouse:—Did you say it was a new mode of legislating?

Mr. Jeune:—Not as regards the English Legislature.

Sir Arthur Hobhouse:—But as regards the Legislatures of the dependencies—did I understand you to say it was new?

Mr. Jeune:—I did not say one way or the other.

Sir Arthur Hobhouse:—I think you said it was a new mode?

Mr. Jeune:—No, my Lord.

Sir Arthur Hobhouse:—I dare say I did not catch the word aright.

Mr. Jeune:—No, my Lord; I did not put it as a new exercise of power. I was suggesting that it is an exercise of power inconsistent with the power expressly given to the Province, and therefore, I venture to think, given to the Province exclusively. And that really appears to me solely to turn upon what was the intention of the British North America Act. Was it the intention that the Provinces themselves should legislate upon the subject, or that they should be able to part with their power and abdicate their own functions in favor of somebody else? If they could do it in one case, could they do it in another? Could the Province say that on certain subjects the legislation of another Province should bind them; could they abdicate their functions in favor of the Dominion; could they in favor of a single person for an unlimited length of time; could they refuse to meet themselves, and say that their laws should be passed by a few persons nominated on purpose?

Sir Arthur Hobhouse:—Have they abdicated their functions? Could not they repeal this Act to-morrow and enact something else, and vest some other officer with a different discretion?

Mr. Jeune:—It is not a permanent abdication, of course; but it is an abdication which, for the time, is complete. I mean, between the Sessions these Commissioners have absolute power to make what resolutions they please, subject to the power of Parliament to revoke them afterwards. It is, for a time, a complete delegation of their power. That, I confess, appears to me to be a question for your Lordships, and I am sorry to say I am unable to find what appears to me to be any direct authority on the point. There is one sentence which your Lordships have already had read to you in *Burah vs. The Queen*, which appears to me to be, so far as it is an authority, an authority upon the point. It seems to be assumed there that the Council of India would not have had power to create a legislative body other than themselves. That seems to be assumed.

Sir Robert Collier:—But it is said they had plenary powers of legislation, whatever that may mean.

Mr. Jeune:—Yes; then, of course, the question is, does one lay emphasis on the pronoun "they." They have plenary power—that may be so.

Sir Barnes Peacock:—Where is the word "plenary" used?

Mr. Jeune :—In the case of *Burah vs. The Queen*. An ambassador may have plenary power, but he may not have power to appoint somebody else to act in his place. It may be a power which he himself must exercise.

Sir Robert Collier :—They are treated as not being delegates, but they have within the scope plenary powers, that is what is said, and powers equal to that of Parliament.

Mr. Jeune :—If I may venture to say so, with all respect, I do not think it goes so far as that. I need not trouble your Lordships with it at any great length, because of course, the case was a very different one, but that the view which was taken by this tribunal was this: "Their Lordships agree that the Governor General in Council could not by any form of enactment create in India, and arm with general legislative authority a new legislative power not created or authorized by the Council Act." What has been done in this Act? Is it not in effect creating in Ontario and arming with a distinct and legislative authority, general on this point, and a new legislative power not created or authorized by the British North America Act. That seems to be assumed.

Sir Arthur Hobhouse :—That must be what you are now speaking of as abdicating their functions, which they cannot do. They remain invested with a responsibility. Everything is done by them and such officers as they create and give discretion to. There must be some power of conferring discretion.

Mr. Jeune :—Yes; the whole question appears to me to be where are you to draw the line. I submit you must draw the line, when you confer the whole of the legislative power over a certain subject on another party. Here they are giving further, and they are not giving the whole power of regulating to certain persons who may exercise it in any way they please without the immediate control of Parliament and without their enactments appearing on the face of the Act. That is the question, and I submit that the principle of the decision of *The Queen vs. Burah* governs the matter in the sense I venture to suggest.

Now, I venture to call your Lordships' attention to the decisions which have been given by the court below, before I pass to the other, comparatively of course, minor points, although important for the decision of this case, but minor as regards the general matter, because the judgments of the court do not deal with anything except the two questions to which I have referred.

The first judgment is at page 19, and I need not trouble your Lordships with anything till I come to page 20. The Chief Justice says: "It was upon this second ground"—namely, the question of delegation—"that the Court of Queen's Bench, now appealed from, is rested; I do not propose to attempt a definition of the powers conferred by the Imperial Parliament by the British North America Act, upon the Dominion Parliament and the Provincial Legislatures respectively. They each derive their powers from the same source; and the power to make laws in relation to the several classes of subjects, legislation upon which is, by the Imperial Act, committed exclusively to the Provincial Legislatures, is as large and complete as it is in the classes of subjects committed, by enumeration of subjects, to the Dominion Parliament. The limits of the subjects of jurisdiction are prescribed, but within those limits the authority to legislate is not limited. Then it cites the words of Lord Shelburne in *Regina vs. Burah*: "The Indian Legislature has powers expressly limited by the Act of the Imperial Parliament which created it; and it can, of course, do nothing beyond the limits which circumscribe those powers. But when acting within those limits it is not in any sense an agent or delegate of the Imperial Parliament, but has, and was intended to have plenary powers of legislation, as large and of the same nature as those of Parliament itself." Then those words are qualified after the words I have read to your Lordships just now, that they could not create a separate Legislature.

The Parliament of England, of course, could, and therefore I venture to submit what that sentence means is, that the power is plenary in the sense that it may do anything itself, but not plenary in the sense that it may confer the power upon somebody else. "Looking at the classes of subjects, legislation upon which is com-

mitted exclusively to the promoters, it is very apparent that it was intended that their Legislatures should possess very large and ample powers in relation to all subjects of a local and domestic nature. They had possessed plenary powers upon these subjects before Confederation, and the general scheme of Confederation appears to have been to leave to them the plenary control of these subjects. They were, under the Act, Legislatures in regard to these subjects in the true and full sense of the term.

"This is the more apparent from the use of the words 'exclusive' and 'exclusively'" (and they are used repeatedly) in the Imperial Act. Other legislation upon these classes of subjects is excluded. No alteration, no amendment, no perfecting of any measure falling within these classes of subjects can be made by any authority outside of the Provincial Legislature." That, I should have thought, was a sentence that would have told in my favor. "It is, therefore, necessary that the Provincial Legislature should possess plenary power in relation to all these subjects, to change, amend, repeal, re-enact, and in short, to deal with them as change of circumstances or other exigencies might render proper; the propriety of changes in any shape made not to be challenged by any other legislative authority, and the power to make them being limited only by the rule, whether the law making the change is within the class of subjects, legislation upon which is assigned to Provincial Legislatures. The B. N. A. Act confers a Constitution, distributively, as to powers of legislation, and with those powers, necessarily, all that was needful to make those powers effectual." Then, they quote two sentences—one from Cooley, and one from Vattel—both of a very general nature, and, therefore, I need not trouble your Lordships with them. "One other consideration presents itself, which is, to my mind, conclusive. This matter of licensing, and of the regulation of places and persons licensed, pertains to municipal institutions, and is, moreover, of a local nature." Now, with reference to "moreover of a local nature," to say that is in direct contradiction to the view contended by your Lordships in *Russell vs. The Queen*, with which judgment, at the time of giving this judgment, the learned Chief Justice was not included.

It is impossible to have given six days before. "Now, the making of laws in relation to both these subjects being committed exclusively to the Provincial Legislatures, and legislation by any other power being thereby excluded, it follows that the B. N. A. Act operates to withdraw from legislative control by any power or body whatever, the licensing and the regulation of places and persons licensed; powers in regard to which they had therefore unquestionably exercised. The effect in that case would be more and other than a distribution of legislative power, it would be an extinction of legislative power in regard to subjects which up to Confederation had been subjects of provincial legislation. I will presently consider the question whether the imposing duties and conferring powers imposed by the Act of 1875-6 upon License Commissioners was a new delegation of authority not contemplated by the B. N. A. Act, but before doing so, it will be well to consider this power to delegate, which is denied to the Provincial Legislature by the judgment of the Court of Queen's Bench. *Regina vs. Burah* is certainly no authority for the denial of such power. Lord Selburne gives his idea of the kind of power that cannot be delegated when he says, at page 905, that the Governor General in Council could not by any form of enactment create in India, and arm with general legislative authority a new legislative power, not created or authorized by the Council's Act. But no part of his judgment countenances the idea that a legislative body may not delegate to others authority to make rules, orders, by-laws, or whatever may be necessary to carry into effect the enactments of the Legislature itself. Just so. If the enactment has made the by-laws they carry out, it may be made, no doubt, by a subsequent authority. But here the very enactment is given to the separate authority, which is the whole point of the matter. It is not that they lay down that public houses are to be closed at certain times, as the English Act does, or to be closed for certain days in the week, and then there are to be separate rules as to carrying that out; but the very power to enact the substance of the Act is given to somebody else. Sir James Stephen, in his argument in the *Burah* case, gives several instances of what he calls conferred

discretion and delegation of authority. "It would indeed be difficult to conceive any more decided instances of delegation of authority, and that *quasi* legislative authority, than is to be found in the last, as well as previous, Municipal Institutions Acts, passed by the Legislature of United Canada before Confederation; and it is to be remembered that that Legislature had no more power to delegate power upon that subject of legislation than had the Legislature of Ontario after Confederation. Besides the Municipal Institutions Act, the Attorney-General, in his argument, gives us several instances of legislative delegation of authority by the Canadian Legislature before Confederation. One is the authority given by the Grammar School Act to the Council of Public Instruction to make rules and regulations for the organization and government of grammar schools, and there are, besides, the frequent instances of power delegated to the Judiciary to make rules and orders of court." Then he instances a power delegated to the Court of Chancery: "We know also that the Imperial Parliament has, from time to time, delegated large powers of the like nature to the Judiciary, and in the recent Judicature Acts powers that are essentially legislative in their character." Of course that is so.

[Adjourned for a short time.]

Mr. Jenne:—I was calling your Lordships' attention to the judgments of the Court of Appeal of the Province of Ontario, dealing with the question of the right of the Provincial Legislatures to delegate its powers, at page 23: "In the judgment of the court below it is said our Legislature has certainly delegated to the Board of License Commissioners the creation of certain new restrictions and limitations on individual liberty of action, and, moreover, devolved on that Board the right to name the punishment for infraction, viz.: fine and imprisonment. It seems, in our judgment, very difficult to hold that the Confederation Act gives any such power of delegating authority—first, of creating a *quasi* offence, and then of punishing it by fine and imprisonment." If, in the passage quoted, it is meant (as I think it must be meant) that the Provincial Legislature of Ontario has delegated to the Board of License Commissioners the power of creating new restrictions and limitations on individual liberty of action, not possessed, *i. e.*, the power not possessed by component parts or a component part of municipal institutions, I am unable to assent to the proposition. A short review of the legislation on the subject, as it stood at the date of Confederation, and as it has been altered since within the powers conferred by the Confederation Act, will show this: By the Municipal Institutions Act of the late Province of Canada, passed in 1866, and which applied to Upper Canada, only different provisions are made as to the licensing of taverns and shops, and the licensing of billiard tables. Power to make by-laws for the licensing of taverns (licenses to shops not being in question, I will confine myself to the licensing of taverns and of billiard tables) was conferred upon the Councils of townships, towns and incorporated villages, and in cities upon the Commissioners of Police, and for regulating the houses or places licensed; and power to make by-laws for licensing, regulating and governing all persons keeping billiard tables, for hire or gain, in a house or place of public entertainment or resort, was conferred upon Councils of townships, cities, towns and incorporated villages—and these powers, in relation to billiard tables, have remained unchanged in the same bodies. Under the same Act, 1866, Municipal Councils had power to pass by-laws for inflicting reasonable fines and penalties, not exceeding \$50, for breach of any of the by-laws of the corporation, and for reasonable punishment, by imprisonment with or without hard hard labor, for such breach, in case of non-payment of fine and costs, and in the absence of means of distress. So far, power was not given to Police Commissioners in cities to enforce by-laws which they were authorized to make. They had the same power to make by-laws for the licensing and regulation of taverns as the Municipal Councils had, but not the power to make by-laws for enforcing their regulation, and the law thus stood until the Provincial Act of 1869, 32 Vic., chap. 32, was passed. This Act conferred upon Commissioners of Police in cities the same power of making by-laws to enforce their by-laws in relation to the licensing and regulation of taverns as was already passed by the Municipal Councils. The Act did

not confer upon the Commissioners an unlimited right to name the punishment for infraction of their by-laws, but to attach penalties for their infraction in the same manner, and to the extent that by-laws of City Councils might be enforced under the Municipal Act of 1866, thus placing the Commissioners of Police in cities upon the same footing in all respects, as regards the licensing and regulation of taverns, as the Councils of municipal bodies, other than cities, as was evidently intended by the Act of 1866. The Act of 1874, which related only to tavern and shop licenses, made no difference in this respect." I need not read the rest of the sentence. "The Act of 1875-6, by which the Board of License Commissioners was constituted, transferred to that body all powers and duties conferred and imposed upon the Commissioners of Police and Municipal Councils respectively, by the Act of 1874, and that body, on the 25th of April, 1881, by what it calls a resolution, enacted that no license of a tavern should, *inter alia*, allow a billiard table to be used therein during the time prohibited by the Liquor License Act, the Act of 1875-6, or by the resolution then passed; and it is for allowing billiards to be played in contravention of this resolution or enactment that the defendant has been convicted. I do not myself entertain any doubt as to the power of the Provincial Legislature to make the change made by the Act of 1875-6, in the municipal law as it then stood. I think it is to be regarded as only a change in the machinery by which the municipal institutions of the Province had theretofore been worked, and as the power to make laws in relation to municipal institutions was conferred upon that Legislature by the Confederation Act, it clearly, in my judgment, had the power to make that change. If the change was *intra vires*, the License Commissioners had the same power to make by-laws in relation to the licensing of taverns, and in regard to "regulating licensed taverns, as under the Act of 1866, and the other Acts to which I have referred were passed by Municipal Councils and Commissioners of Police, respectively, I think it very clear, and I do not indeed understand it to be denied, that those bodies had power under their authority to make by-laws for declaring the terms and conditions required to be complied with by licensees of taverns, and for regulating licensed taverns, to prescribe hours during which the licensee should not permit billiards to be played in his tavern. There are a number of American cases upon the subject." Of course obvious observation upon that is that the licenses are expressly limited to the power of raising revenue, and that it would not be consistent with that to put in the licenses any conditions which were not intended to further its provisions as a means of raising revenue, and therefore, of course, not to put any restrictive power on the authorities, the effect of which, of course, would be not to raise the revenue, but as has been pointed out in more than one case, to restrict and lower the revenue. Then, at page 25, it goes on. So far as to the delegation of power to create restrictions and limitations on individual liberty of action. The *quasi* offence created is the contravention of the regulations made by by-laws as to the hours during which games of billiards, bagatelle, and games of the like description may be played in taverns. Then, as to the delegation of power to Boards of Commissioners of Police and the transference of that power to Boards of License Commissioners to make by-laws for attaching penalties to the infraction of their by-laws in relation to the licensing and the regulations of taverns. I have already observed that the power conferred was limited to that already possessed by Municipal Councils. Still, it must be conceded that it was the delegation of a power to impose fines to a limited amount, and in case of non-payment and the absence of distress, to imprison for a limited period, *i. e.*, not exceeding twenty-one days, and the question is, whether this falls within the power conferred of making laws in relation to municipal institutions, and clause 15 of section 92 of the Confederation Act, and this appears to me the only point presenting any difficulty in the case. Your Lordships will see, therefore, that the Chief Justice puts the power of the Provincial Legislature entirely upon the power given to them to make laws in relation to municipal institutions. Surely it is a very large extension of a power of that kind. Among the objects in relation to which exclusive power to make laws is, by section 92 of the Confederation Act, committed to Pro-

vincial Legislatures, is this numbered 15: "The imposition of punishment by fine, penalty, or imprisonment for enforcing any law of the Province, made in relation to any matter coming within any of the classes of subjects enumerated in this section." What the Provincial Legislature enacted by section 38 of the Act of 1869, was in substance this: That licensees of taverns in cities should be punishable for breach of by-laws made by Commissioners of Police, in the manner and to the extent that they were punishable for breach of by-laws in respect of the same subject matter made by Municipal Councils. The Commissioners it is true, were authorized to make by-laws "attaching penalties for the infraction thereof," but that power was expressly limited to the power enforced upon other bodies having the same powers in regard to licensing. Suppose section 33 had been silent as to by-laws attaching penalties, and had enacted only that licensees of taverns in cities should be subject to the same punishment for breach of by-laws made by Commissioners, as licensees in other municipalities are subject to for breach of by-laws made by Councils, would such an enactment be *ultra vires*? It was a law of the Province made in relation to municipal institutions, enacting that by-laws made by bodies which at the date of Confederation were component parts of municipal institutions, and with power to make those by-laws, should be enforced; and enacting how they shall be enforced, viz., in the manner and to the extent in which by laws of Councils may be enforced. It would be only enacting in another shape that licensees of taverns infringing these by-laws should be punishable by fine, &c., describing the punishment as in the Act of 1866. I cannot think that such an enactment would be *ultra vires*. It would be within all the conditions of No. 15 of section 92. Is it then less a law of the Province that is enforced by this enactment, because in addition to limiting the punishment it requires that it shall be defined by by-law. That, indeed, is the real effect of the words used.

The power of the Police or other Magistrate having cognizance of the offence would be larger in the infliction of punishment without the requirement that by-laws "to attach penalties should be passed, for without such provision he would be limited only by the Act of 1866, while with that provision his power is limited both by the Act and the by-laws, as it is clear that the by-laws could not attach penalties beyond those authorized by the Act. The conviction, then, in such a case, would be for breach of a by-law deriving its authority from the Act of 1866, amended within the power of the Legislature by the Act of 1875-6, and the conviction and punishment are, under the authority of 1869, for an offence against the provincial law of Ontario." That, again, all rests, of course, entirely on the assumption that the giving power to regulate municipal institutions gives power to confer on municipal institutions every power that municipal institutions have exercised in the Province of Ontario before. That is what it comes to; but when we find that a great number of things which were done by municipal institutions before were clearly intended to be done by the Province, the argument cannot be carried to the extent of saying that all the powers that they had before they were to retain. "There is, moreover, this very important consideration, that if an infraction of tavern license by-laws made by Police Commissioners, and then subsequently by License Commissioners, cannot be made punishable by provincial legislation, they cannot be made punishable at all, for they are not infractions of any law other than the law of the Province, and laws of the Province in relation to municipal institutions can only be enforced by the imposition of punishment under the authority of Provincial legislation. My conclusion, therefore, upon both these points is that the legislation of the Provincial Legislature was *intra vires*." Surely, my Lords, this is not so. The whole of the legislation with regard to the liquor licensing laws, in our view, rests with the Dominion, and the power of the Dominion is perfect to impose penalties, either for the breach of their own laws, or, if they are so minded, for the breach of laws made by the Province.

"It is, however, a matter of surprise and regret that the city officials concerned in the informations laid against the defendant, and its prosecution, should have prosecuted as for an offence against the resolution of the License Commissioners." I do not think I need read the rest of the judgment down to page 27. The whole of

it is, that the learned Chief Justice points out what is perfectly true; that possibly the person in question might have been indicted under the Municipal Act, and under the resolutions of the Municipal Act. Surely, if that is so, that is a complete condemnation of this conviction, because what it shows is, that there was another Act and another resolution under which he might properly have been indicted or convicted, which bears close upon another point to a case as to whether these resolutions are not entirely *ultra vires* of the License Commissioners, in the exercise of the power given to them.

Then Mr. Justice Burton says: "The duty of deciding upon the validity or invalidity of an Act of the Dominion Parliament or Local Legislature by reason of their transcending the limits of their legislative power, is one which the courts of this country were seldom called upon to consider before the passing of the British North America Act, but questions of the kind have for many years been the subject of discussion and decision in the courts of the United States, and we can scarcely do better than adopt the second rule established in those courts, when placing a judicial construction on constitutional provisions, which declares that in case of doubt every possible presumption and intentment will be made in favor of the constitutionality of the Act in question, and that the courts will only interfere in cases of clear and unquestionable violation of the fundamental law." Of course that objection does not apply here, because the Dominion here passed one law and the Province another, and there is no reason why one should interfere in favor of the Dominion. It must also not be lost sight of, that the powers intended to be conferred upon the several Legislatures of the Dominion and the Provinces were necessarily expressed in very general terms, it being foreseen by the framers of the measure that it would be a perilous and difficult, if not impracticable task, to provide for minute specifications of their respective powers, or to declare the means by which they should be carried into execution. The leading features of the scheme of Confederation were that the Provinces should have full and exclusive control over their internal affairs, and the power to make laws for the general order and good government of the Provinces, whilst the like powers to make laws for the peace, order and good government of the entire Dominion, in relation to all matters not coming within the classes of subjects assigned exclusively to the Legislatures of the Provinces, was given to the Dominion Legislature. The powers so granted to the Provincial Legislatures are, in some respects, fully as important as those given to the Dominion, as, for instance, the exclusive power to deal with property and civil rights, the administration of justice, and the constitution of the courts, whilst those granted to the Dominion are more national in their character, or, to cite the language of the Colonial Secretary, in introducing the Bill, the object in view was to give to the Central Government those high functions, and almost Sovereign powers by which general principles and uniformity of legislation might be secured in those questions of common import to all the Provinces, and at the same time retain for each Province so ample a measure of municipal liberty and self-government as would allow them to exercise those local powers which they could exercise with advantage to the community. But, as to each, the Imperial Act was intended to define as accurately as could be done in a constitutional charter their relative powers; all matters of a local and private nature, including those specially enumerated in section 92, being given to the Provincial Legislatures, and the remainder of the legislative powers necessary for the peace, order and good government of the Dominion, including those specially mentioned in section 91, being considered as general powers, and entrusted to the Dominion Parliament. The case of *Dobie vs. The Temporalities Board, L. R. T. P. C., 136*, recently decided in the Privy Council, is an illustration of this distinction. The Act then in question, passed by the Legislature of Quebec, professed to deal with a single Statutory trust, and interfered directly with the Constitution and privileges of a corporation created by an Act of the late Province of Canada, and, having its corporate existence and corporate rights in the Province of Ontario, as well as in the Province of Quebec. It clearly did not fall within any of the classes of subjects enumerated in section 92. It was not a matter of a local or

private nature, and could, therefore, only be dealt with by the Dominion Parliament. Within its range then, each has an exclusive power. The only case in which a concurrent power is given, is in section 95, to make laws in relation to agriculture and immigration, and there it is specially provided that the Provincial legislation may be overridden by the Dominion Parliament. But there are cases in which the power is given generally to the Provinces to deal with a particular subject. Take, for instance, property and civil rights, which in those general terms would comprise the power to regulate contracts of every kind, including bills of exchange and promissory notes. When, therefore, we find the Dominion entrusted with the exclusive powers to legislate upon bills and notes, the only way to make the Act consistent is to read this as an exception to the general power granted to the Province. So, again, although the Provinces have exclusive power, under sub-section 14, to make laws in relation to the administration of justice in the Province, including the constitution, maintenance and organization of Provincial courts, both of civil and criminal jurisdiction; when we find bankruptcy and insolvency mentioned as a subject for the exclusive legislation of the Dominion, we must necessarily understand that the organization of the insolvent court, and administration of justice and proceedings connected with insolvency are accepted from the general words of that sub-section. But to that extent only can the Dominion Parliament assume to interfere. Reading the powers granted in section 92, with the exceptions where they occur in section 91, the Local Legislature is absolute and supreme over those subject matters, with ample power to legislate in respect of them as the Imperial Parliament, and without any possibility of interference by the Dominion Legislature. Adopting the same rule of construction, sub-section 15 of section 92 must, in my opinion, be read as an exception or modification of sub-section 27 of section 91, which vests in the Dominion Parliament to deal generally with the criminal law. Well, I do not quarrel with that, except to make this observation: that, of course, it interferes with it only so far as it expressly purports to do so; and, of course, with reference to the point as to the imprisonment, we submit that saying "imprisonment," you mean only what you say, and, therefore, although it may limit the general power of legislation, it only limits it to that expressed extent. The powers claimed to be exercised by the Provincial Legislature in the present case, must depend upon the construction to be placed on sub-sections 8, 13 and 16 of section 92, for I agree with the learned Chief Justice that a right to license an employment does not imply a right to charge a license fee therefor with a view to revenue, unless such seems to be the manifest purpose of the power "which is, of course, what we submit to your Lordships, therefore I pray this judgment in aid." The right to restrict parties by requiring a license must be sought for under the sections I have referred to, and not under sub-section 9, which was passed, not for the purpose of conferring the power to issue licenses, but to enable the Provinces by that means to raise a revenue for provincial, local or municipal purposes. The only power of taxation given by sub-section 2, is that of direct taxation. Sub-section 9 was intended to allow them this particular mode to raise a revenue by indirect taxation. The other sections vest in them the power to make laws in relation to municipal institutions, property and civil rights, the imposition of punishment in the manner specified for enforcing any law of the Province made in reference to any of the classes of subjects under section 92, and the general power as to all matters of a merely local or private nature in the Province. At the time of Confederation, the Municipal Institutions Act of 1866 was in force, and under it the Municipal Councils were empowered to pass by-laws, and to fix the punishment within certain defined limits for their infraction. To the Police Commissioners had been transferred a power formerly vested in the Council, to pass by-laws regulating taverns, and to prohibit the sale of liquors without license, but no power was given at that time to the Commissioners to enforce the performance of these by-laws by fine or otherwise, and by section 129 of the British North America Act, this law was continued in force until repealed or altered by the appropriate Legislation. It was at that time dealt with by the Parliament of the Province of Canada, as coming within what were known as municipal institutions, the power of dealing with which is now within the exclusive jurisdiction of

the Provinces, and it would certainly come within the general clause which confers exclusive power on the Provincial Legislature to deal with matters of a merely local or private nature, and does not fall within any of the subjects with which the Dominion Parliament has power to deal, unless, perhaps, by a general measure affecting the whole Dominion, which has not been done." Well, of course, since that time it has been done, but, of course, I need not repeat to your Lordships the argument. Whether the law passed by the Dominion is general or not, if they have the power to deal with the subject it cannot matter whether it is general in form or not. We accordingly find the Local Legislature dealing with it in 1869, and giving power to the Commissioners to attach penalties for the infraction of their by-laws, in the manner and to the extent that by-laws of the City Council might be enforced under the Municipal Act of 1866. And the same powers and duties have, as the learned Chief Justice has pointed out, been transferred to the Board of License Commissioners.

Before dealing with the question of delegation, can it be supposed for a moment that the Imperial Parliament intended to confer upon the Local Legislatures power to pass laws without the means of enforcing them? and yet it was gravely urged in argument that the right to enforce them by imprisonment would, in each case, depend upon the will or action of the Dominion Government." The right to enforce them with imprisonment with hard labor? Yes; the right to enforce them by imprisonment if they were laws of the Province, of course not. "Every Government which is supreme must have the capacity to make its own command obeyed. The Provincial Legislatures, as I have shown, within their respective spheres, are absolutely supreme. It follows that whenever the Provincial Legislatures have power to enact any particular measure, wherever they may require anything to be done or forbore in carrying out the powers granted to them by the Imperial Parliament, they must of necessity have the power to enforce, and we should not look for any express power, but for the fact that the criminal law generally is given to the Dominion. Hence it becomes necessary to give express and exclusive power to the Provincial Legislature to declare acts of disobedience, or acts which have a tendency to interfere with the proposed measures, to be crimes, and affix such punishment as it deemed proper." (I quite agree with that.) "I incline to agree with the learned counsel for the defendant that the offence here charged comes within the definition of a crime which has been said to be, 'an act of disobedience to the law, forbidden under pain of punishment,' but it does not follow that it must, or can be dealt with, by the Dominion Parliament."

I do not, of course, contend that it need be. "As I have already pointed out, the Statute has to be construed as a whole, and where some specific matters are mentioned as within the exclusive power of one body, which but for that reference would fall within the more general description of a subject matter confided to the other, the Statute must be read as excepting it from that general description. If, therefore, it be a crime, the power to permit it is expressly excepted from the general power over the criminal law given to the Dominion and vested exclusively in the Province. If it is not a crime *cadit questio*, I come to the conclusion that the Provincial Legislature and the Municipal Legislature alone has the power to pass laws for the infliction of penalties or imprisonment for the enforcement of a law of the Province in relation to a matter coming within a class of subjects with which alone the Province has the right to deal. Having the power, had they the right to delegate it as they have done to this Board of Commissioners?" Then the learned judge deals with the question of delegation. I think that I need only read to your Lordships the first sentence on page 31: "It is true that Parliament gave both to the Dominion and to the Provinces the Constitution under which we live; both limited in extent; but both giving representative institutions, and giving to the Legislatures elected in the manner therein pointed out, plenary powers of legislation within their respective spheres as large and ample as those of the Imperial Parliament itself. The Legislature so elected have a delegated authority it is true, but it is of the same character as that of the Imperial Parliament, who are collectively the delegates of the whole people." Then

he quotes a judgment of Mr. Justice Willes, deciding that the Imperial Parliament of England had the power to delegate authority in the case of rules and orders to judges, and I have pointed out to your Lordship the distinction, which appears to be obvious.

Sir Barnes Peacock :—There could not be much doubt about that.

Mr. Jeune :—Of course; for this, all sufficient reason, that the Parliament of England can do more than that. The Parliament of England, if so minded, could change the Constitution of this country from a limited monarchy to a despotism, and therefore, of course, it could create a new Legislature, be it big or small. The whole point is that Parliament has constituted a body to make laws. Quite true that body may make any laws it pleases on that subject, but it must be that body which must make them. That is the whole argument of the case, and it appears to me not at all to be touched by any question as to the general power to deal with the subjects, or as to the powers of the Imperial Legislature.

Now, my Lords, these questions, therefore, only deal with the two questions, the right of the Province to legislate on the liquor laws at all, which they deal with, as your Lordships have seen, in rather a general way, and the special question of the right as to delegation. Now the other questions which are raised in this case are, of course, two in number; first of all, assuming that it is the duty of the License Commissioners to exercise properly their delegated authority, are any of their rules and regulations *ultra vires* that which they had the power to do, assuming that the delegating Act was a good Act; and then there is the further question whether the by-laws—of course assuming them to be by-laws—are in themselves reasonable and therefore valid. I have a very few words to say about each of them, but the first of those questions may be put either as a question of the right of the Province to legislate in that particular manner, or as a question whether the license authorities exceeded their power or not. But with regard to one point, namely, whether they had the right to legislate as they have done with regard to billiard rooms, that, of course, is a matter which purely turns on this question: whether the authority given them by the Licensing Act authorized them to make rules and regulations with regard to billiard rooms at all. Now, I submit, my Lords, most clearly, that it did nothing of the kind, and that they have strained their authority and gone beyond it in their desire, no doubt, to further the cause of temperance by bringing under their own jurisdiction places which were reserved for the jurisdiction of another body.

My Lords, when one reads, as one must do, the Licensing Act side by side with the Municipal Act, both passed in the same year, one being a Statute, chapter 174, of the year 1877, and the other being chapter 181, it seems to me that one can hardly have a clearer exposition of the jurisdiction intended to be given by one Act than to see whether or not it falls within the jurisdiction intended to be given by the other. Now with regard to the Licensing Act, all that is said is in sub-section 4, at page 53 of the Pink Book: "For regulating taverns and shops to be licensed." All through the legislation on the subject one finds that billiard saloons appear to be dealt with as something perfectly separate. For example, you find in the British North America Act taverns, saloons, shop and auctioneer's licenses dealt with (I suppose billiard saloons would be one class of saloons for that purpose), dealing with them obviously, as indeed they are, as of a different kind requiring different regulations and different licenses from mere taverns. Therefore, the Licensing Act gives power only to regulate taverns and shops, nothing else.

Now when your Lordships look at the Municipal Act, you find an express power to regulate the keeping of billiard tables; and that it may not be said, or suggested, that licensing taverns might include licensing taverns in which billiard tables are kept, the Legislature was careful in giving the municipality, and not the License Commissioners, power to deal with billiard tables, to include those in taverns. Your Lordships see sub-section 3 of section 461 of the Municipal Act, page 52, is: "For licensing, regulating and governing all persons who for hire or gain, directly or indirectly keep, or have in their possession, or on their premises, any billiard or bagatelle table, or who keep or have a billiard or bagatelle table in a house or place of public entertainment or resort." Of course, a place of public entertainment or resort would

include taverns: therefore, that section clearly deals with, and is intended to deal with all billiard tables, and gives to the municipal authorities and not to the License Commissioners a particular power to deal with them, and we find that the municipal authorities have, as they were, of course, compelled to do, taken that view of their duties, and they have in section 26 of the by-laws which they have made, which your Lordships will find at page 10 of the Record, completely dealt with this subject: "Every bowling alley or billiard room licensed under this by-law, which shall be situate in any place of public entertainment or resort, or in any house or premises which may have been licensed as a tavern or shop for the sale of intoxicating liquors by the License Commissioners for the said City of Toronto, shall be closed," during certain hours, and between certain hours. Therefore, they have under their Act of Parliament, legislated expressly on this subject. Now, is it not perfectly clear that the License Commissioners have exceeded their jurisdiction in assuming and professing to deal with billiard tables. It was not within their jurisdiction, it was within the jurisdiction of another body.

Now, that is one point on which the License Commissioners have, I submit, beyond all questions gone beyond the authority which was conferred upon them, which they are bound, of course, strictly to conform to; but that is not, of course, the only one.

My learned friend has called attention, and I do not think I need trouble your Lordships at any very great length from them to the other points in which, I think, they have exceeded their jurisdiction. They have done so, I submit, in providing how it is that their penalties which, assuming the Act to be good, they have a right to enforce—they have exceeded their jurisdiction in providing at all how these penalties are to be enforced, and for this reason, that the Act has already done so for them. The Act gives them power (page 53) to impose penalties for the infraction of their resolutions—"penalties"—I presume in that case, one must understand to mean money penalties. In section 70, it is laid down for them how these penalties are to be enforced, and I will call your Lordships' attention to this. I think it is not, if I may venture to say so, perfectly clear how completely the legislation on that point is. It is pointed out exactly how these penalties are to be enforced: "In all cases where the Board of License Commissioner in cities, passes a resolution in pursuance of the powers conferred upon them by the 4th and 5th section of this Act, and in and by any such resolutions, penalties are imposed for the infraction thereof, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate (if any) or before any Justice of the Peace having jurisdiction in the manner, and to the extent that by-laws of Municipal Councils may be enforced under the authority of 'The Municipal Act,' and the convictions in such proceedings may be in the form set forth in section 407, of the said last mentioned Act."

Sir Robert Collier:—"May be."

Mr. Jeune:—Yes, may be. Now the section to which reference is made, and the only section to which reference is made, I submit, is section 400 of the Municipal Act, at page 50.

Sir Robert Collier:—We were told section 467; you say section 400.

Mr. Jeune:—I say section 400.

Mr. Raleigh:—Section 407.

Mr. Jeune:—No, section 407 is a mere form.

Mr. Davey:—Section 454.

Mr. Jeune:—No, I think not 454.

Sir Robert Collier:—I took down section 467.

Mr. Jeune:—That, I think, was meant for section 407. I noticed my learned friend at the time say so.

Sir Robert Collier:—Section 407 is another question. What are the terms of it?

Sir Barnes Peacock:—Is that set out?

Mr. Jeune:—Yes, at page 50. What I want to submit to your Lordships is, that that is the only section, and clearly is the section intended to be referred to.

Sir Arthur Hobhouse:—Not section 454.

Mr. Jeune :—No; your Lordships will see, when one puts the two things together, that that makes a complete scheme of legislation.

Sir Barnes Peacock :—It is section 407 of chapter 174.

Mr. Jeune :—Yes, my Lord, by reference. The License Act says if you impose penalties under certain sections they shall be recovered and enforced by summary proceedings before the Police Magistrate or before any Justice of the Peace "in the manner and to the extent the by-laws of the Municipal Councils may be enforced under the authority of the Municipal Act." Now, when you come to see the scope and way in which the Municipal Act is framed, it is this section 400 gives the power of enforcing every fine and penalty. "Every fine and penalty imposed by or under the authority of this Act, may, unless where other provision is specially made therefor, be recommended and enforced with costs by summary conviction before any Justice of the Peace, and in default, the defendant may be imprisoned for any time in the discretion of the convicting justices, not exceeding thirty days." Then, directly afterwards, in section 407, it gives a form of conviction which the License Act says may be followed, and which, therefore, probably in most cases would be intended to be a sufficient and proper form.

Sir Robert Collier :—Section 402, I think, should be read.

Mr. Jeune :—Section 402 is: "In case of there being no distress found out of which the penalty can be levied, the justice may commit the offender to the common gaol, house of correction, or nearest lock-up house, for the term, or some part thereof, specified in the by-law." Now, the License Commissioners are not given power to frame by-laws like the municipal authorities are.

Sir Barnes Peacock :—What do you say is section 454?

Mr. Jeune :—I say that it is this—that gives a power to the municipal authorities to frame by-laws and to frame them in a particular way, but that is a section giving them power to frame by-laws; it is not a section specially directed to the mode of enforcing them.

Sir Arthur Hobhouse :—Is not it?

Sir Barnes Peacock :—They may inflict reasonable fines and penalties, not exceeding \$50, exclusive of costs?

Mr. Jeune :—Yes.

Sir Barnes Peacock :—They may do that, and then by clause 14, at the bottom of that page, it says: "For inflicting reasonable punishment, with or without hard labor, either in a lock-up-house, in some town or village in the township, or in the county gaol, or house of correction, for any period not exceeding twenty-one days; for breach of any of the by-laws of the Council, in case of non-payment of the fine inflicted for any such breach, and there being no distress found out of which such fine can be levied; except for breach of any by-law or by-laws in cities," and so on. As I read section 400, it is this: The Legislature say that every fine and penalty imposed by or under the authority of this Act may, unless where other provision is specially made "be recovered and enforced" and so on. May not, therefore, the municipal body make special provision for it?

Mr. Jeune :—By their own by-laws—yes; but it must be by their by-laws. That is the point—

Sir Barnes Peacock :—They may make by-laws or they may do this. I do not know whether they have made a by-law.

Mr. Jeune :—I really do not know.

Sir Barnes Peacock :—That is what I was looking for.

Sir Robert Collier :—You say that the Municipal Act may enable the municipality to do it, but that the Commissioners cannot do it.

Mr. Jeune :—Yes.

Sir Robert Collier :—The Commissioners appear to think that they have the same power as a municipality.

Mr. Jeune :—That is exactly what I submit they have not got. The License Commissioners have the power to make by-laws, I assume, and to inflict penalties, which may be enforced in the same way as the by-laws of the Municipal Council may

be enforced. It does not say you may make by-laws, like the municipal authorities, for the purpose of enforcing penalties. That is a different thing altogether. The mode of enforcing the by-laws of the License Commissioners is not to depend upon what particular provision may have been made by the Municipal Councils, from time to time, in their by-laws, but it rests on the general law for enforcing by-laws contained in the Act.

Sir Robert Collier :—But there is a section at page 49, section 1, which says : “ All powers and duties conferred and imposed upon the Commissioners of Police and Municipal Councils, respectively, by virtue of the said recited Act, shall hereafter belong to and be exercised and performed by a Board of License Commissioners.”

Mr. Jeune :—That, I think, is a different thing.

Sir Robert Collier :—Then, these License Commissioners appear to think that they have the power of Municipal Councils, and if they have, then they could pass this by-law, or whatever you call it—by-law or regulation.

Mr. Jeune :—I submit they clearly have not.

Sir Barnes Peacock :—Does section 70 refer to section 400 of chapter 174, or to clause 14 of section 454 ?

Mr. Jeune :—Clearly, I submit, to section 400.

Sir Richard Couch :—It refers to section 400.

Sir Arthur Hobhouse :—It refers to both, does it not ?

Mr. Jeune :—No ; if I may venture to say so, I think not.

Sir Barnes Peacock :—It says : “ In the manner and to the extent that the by-laws of Municipal Councils may be enforced.” Does not that refer to section 14 ?

Mr. Jeune :—No ; if I make my argument clear to your Lordships, it is this : That the Municipal Councils had powers to make by-laws, specially given to them by that section. That is a special power of theirs, given to them and not given to the License Commissioners at all ; and in that they have a special power of an alternative punishment. That is to say, if the by-laws are broken and there is non-payment, they may inflict a further punishment. It is a special power given to them.

That depends upon their by-laws, and their by-laws only ; but when you enforce a by-law, it is not by looking at another by-law—you are to enforce it in the same way. How are you to enforce a municipal by-law ? I say, by going before the magistrate—that is the way to enforce it.

Sir Robert Collier :—And getting the municipal body to pass a by-law ?

Mr. Jeune :—Yes.

Sir Robert Collier :—But then section 1 and section 39 appear to give to the Commissioners whatever power the Municipal Councils had ; so, if the Municipal Councils could pass a by-law, the Commissioners could.

Mr. Jeune :—That, I think, has never been suggested. I think that means something else. “ All the powers and duties conferred and imposed upon Commissioners of Police and Municipal councils, respectively, by virtue of the said recited Act, shall hereafter exclusively belong to and be exercised and performed by a Board of license Commissioners.”

Sir Robert Collier :—That it is to be composed of more than three persons, and so on. Then the powers of the Board are transferred—

Mr. Jeune :—My Lords, that is an Act which has never been referred to anywhere, and my impression is that that Act must have been repealed.

Sir Robert Collier :—Then the powers of these Licensed Commissioners have been transferred to the present Commissioners, have not they ?

Mr. Jeune :—No, I think not.

Sir Robert Collier :—It may not be so. We have some very unsatisfactory extracts here.

Mr. Jeune :—I was rather assuming that this last Statute, respecting the sale of fermented and spirituous liquors—the Liquor License Act—was a complete Act. It is a consolidation Act, consolidating all the Acts up to that time.

Sir Robert Collier :—Does not it give to these new Commissioners the powers of the Board of License Commissioners.

Mr. Jeune :—No, I think not; my Lord. The Act on page 52, chapter 181, which is a consolidation Act, appears to be a complete Act in itself.

Sir Robert Collier :—The Board of License Commissioners is to be composed of three persons. That is very much the same as before.

Mr. Jeune :—I dare say a good deal of it was re-enactment.

Sir Richard Couch :—It is a part of the revised Statutes, and most of them would be merely re-enactments.

Mr. Jeune :—Yes. Then it goes on that they may pass a resolution, and then it says exactly what they may do.

Sir Robert Collier :—Have not they the powers and duties conferred upon the former Commissioners?

Mr. Jeune :—No, I think not. It does not say so.

Sir Richard Couch :—We have not got all the sections, so that it is almost impossible to deal with it properly.

Sir Barnes Peacock :—We have sections 400 and 402, but section 401 is omitted, so that it is impossible to say what section 402 means.

Sir Robert Collier :—It is exceedingly difficult to follow when, it is set out in this way.

Sir Barnes Peacock :—It is a great pity the whole Statute was not printed, I think.

Sir Robert Collier :—I am not sure that it takes away from them the power they had under in the former Act.

Sir Richard Couch :—When they pass revised Statutes, the former Statutes are repealed.

Mr. Jeune :—Everything was repealed.

Sir Richard Couch :—Therefore, you cannot find it in the revised Statutes, if it is stated.

Mr. Jeune :—Yes.

Sir Robert Collier :—And we have not the whole of the revised Statute before us, but it is not improbable that it continued the powers that they had.

Sir Barnes Peacock :—Have you got a full copy of the Statute?

Mr. Jeune :—Yes.

Sir Barnes Peacock :—What is section 401?

Mr. Jeune :—Section 401 of the Municipal Act is: "The justices or other authority before whom an offender is brought for an offence against the municipal by-law may convict the offender," &c., &c. (reading to the words) "or levy by distress and sell."

Sir Barnes Peacock :—Then section 402 is intelligible, but it was not intelligible without that, because section 400 gives the power of imprisonment, if it is not paid, even though there may be a distress.

Mr. Jeune :—Yes, it does.

Sir Barnes Peacock :—Section 400 allows imprisonment, even if there is a distress, if it is not paid, but then section 401 deals with by-laws of the municipal corporations.

Mr. Jeune :—Yes.

Sir Barnes Peacock :—Then section 402 only allows imprisonment in case there is no distress.

Mr. Jeune :—That is so.

Sir Barnes Peacock :—Then, when we come to section 70 of the Commissioners Act we are dealing, not with section 400, but with the sections which authorize the enforcement of penalties under the municipal by-laws.

Mr. Jeune :—Yes; I think so.

Sir Barnes Peacock :—Then, what does section 401 say; that they may do what?

Mr. Jeune :—Section 401 says that penalties may be levied by distress.

Sir Barnes Peacock :—Then section 402 says in case of no distress then the Justices may commit the offender to the nearest lock-up house for a certain term, or some part thereof, specified in the by-laws.

Mr. Jeune :—Yes.

Sir Barnes Peacock :—But then we have not got the by-law.

Sir Robert Collier :—Then comes section 454.

Sir Richard Couch :—Has the Council passed a by-law like this? We do not know this?

Sir Arthur Hobhouse :—At page 11 of the Record there is a by-law. I do not know whether this is the one.

Mr. Jeune :—There is a by-law passed, but it is a totally different one, as I shall submit, from the one which the Commissioners passed.

Sir Barnes Peacock :—This is the one which gives six months' imprisonment.

Sir Richard Couch :—Have they passed a by-law?

Sir Arthur Hobhouse :—The by-laws strike at the use of billiard tables after the hour of 7 o'clock on Saturday nights, and then it says any person guilty of an infraction of the by-laws shall pay \$50 or be imprisoned for six months.

Sir Barnes Peacock :—As I understand, for non-payment of the penalty for infringement of the by-laws. In case there is no distress, then the party may be imprisoned to the extent mentioned in the by-law. That is section 402. Section 401 says that in case the penalty is imposed for non-performance of a by-law, it may be levied by distress. Then comes section 402, which says in case of there being no distress found, out of which the penalty can be levied, the justice may commit the offender to the common gaol house or the nearest lock-up house for the term or some part thereof specified in the by-law, but not for fourteen days or fifteen days or thirty days—it must be the term specified in the by-law. Then, section 70 says that for non-payment of the penalty imposed by the Board of Commissioners, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate, if any, or before any Justice of the Peace having jurisdiction in the manner and to the extent that by-laws of Municipal Councils may be enforced. That is not under section 400. Then, the by-law of the municipal corporations may be enforced by imprisonment to the extent mentioned in the by-law; but we have not got that by-law to see what that extent is. Unless we have the by-law we cannot see what the extent is. I looked for the by-law and could not find it.

Sir Arthur Hobhouse :—The thing is a little confusing.

Sir Barnes Peacock :—They give fifteen days imprisonment, but there is no by-law of the municipal corporation apparently on those proceedings which says that they may give fifteen days.

Mr. Jeune :—No; none.

Sir Barnes Peacock :—That depends upon a resolution of the Commissioners?

Mr. Jeune :—Yes.

Sir Barnes Peacock :—But you say they have had no power to make that by-law.

Mr. Jeune :—No; That is exactly the point.

Sir Robert Collier :—Well, that is the question.

Sir Barnes Peacock :—Of course.

Mr. Jeune :—What I submit to your Lordships is this. The License Commissioners had power to inflict penalties, that is to say, they had perfect power to say, supposing it to be a reasonable penalty, "the fine for each offence shall not exceed \$20," but the enforcement of it is left to the rest of the law. They had no power to make a little criminal code of their own.

Sir Robert Collier :—Before we come to that, we have the fact that the municipality had passed a by-law imposing more severe penalties than these upon a person who keeps a billiard table open.

Mr. Jeune :—If I may so, not so severe.

Sir Arthur Hobhouse :—They may be more severe.

Mr. Jeune :—Yes; they may be, but it may be much less. The hardship of it is this, that it is a certain penalty which the magistrate must enforce.

Sir Arthur Hobhouse :—Just follow the words. The Commissioners have the power to impose penalties by resolutions. Those penalties may be recovered and enforced in the manner, and to the extent, that by-laws of Municipal Councils may

be enforced under the authority of the Municipal Act, and by-laws of Municipal Councils may be enforced by imprisonment, with or without hard labor, for any period not exceeding twenty-one days. Does not that mean that the resolution of the Commissioners may, within those limits, impose the penalties and specify how they are to be enforced?

Mr. Jeune :—I should say not.

Sir Arthur Hobhouse :—It seems a very narrow construction of their powers to say that you are, first, to have a resolution of the Commissioners imposing a penalty, and then to go and search the by-laws of Municipal Councils to find out how the penalty is to be enforced. Is not it merely a reference to the Municipal Act to show the limits within which the resolutions about penalties and their enforcement may be passed?

Mr. Jeune :—I submit not. Surely to carry out that, the sort of wording would have been, indeed the wording would have been exactly what it is in the Municipal Act—instead of saying the Council of every city and town may pass by-laws for doing this it would have said that the License Commissioners may pass similar by-laws to those of the Municipal Councils. Your Lordships see these are two Acts passed side by side, and where you find a marked difference between them, surely it means that there is a difference. I submit the difference is exactly this: Municipal councils were given power to say by their by-laws what reasonable punishment to a certain amount should be inflicted, and not exceeding a certain amount, not giving them a power to fix an excessive amount. But the License Commissioners were given no such power. They had power to fix a penalty, and that was all they had, and for the rest you were told you must look at the general Act. When you look at the general Act, I submit you must take those powers in the general Act which are applicable, not to special provisions of particular municipal by-laws whatever their nature may be. That is the argument which I submit to your Lordships, and if that is so, of course those persons have gone beyond that in dealing with the subject at all. That is the first point.

Sir Robert Collier :—They have to impose a penalty, and you say they had to go to the municipal by-laws to determine the mode in which the penalty should be levied and the punishment for not paying it.

Mr. Jeune :—No, they had to go to the Act.

Sir Richard Couch :—Your argument is that you are to go to section 400 of the Act.

Mr. Jeune :—Yes; it is a general power to enforce any infringement of a by-law. Of course you may enforce one by-law, or another by-law. The Municipal Council could pass different by-laws. In other words, the Municipal Council had power to pass by-laws of a different kind from that which the License Commissioners were given power to pass.

Sir Robert Collier :—You must go to the Municipal Council.

Sir Arthur Hobhouse :—Then what is there to exclude section 454, which falls within the very literal words of the 70th section of the Liquor License Act, which says that such penalties may be recovered and enforced "in the manner and to the extent that by-laws of Municipal Councils may be enforced."

Sir Barnes Peacock :—Many of the penalties are penalties, as I understand, given by the Legislature under chap. 174.

Mr. Jeune :—Yes.

Sir Barnes Peacock :—Then section 400 is: "Every fine and penalty imposed by, or under, the authority of this Act may be levied in that manner."

Mr. Jeune :—Yes.

Sir Barnes Peacock :—It is: "Every fine and penalty imposed by, or under, the authority of this Act." The question is whether "by or under the authority of this Act" does not mean a penalty imposed by a by-law of a municipal corporation, or is there any other special provisions for that? There is a special provision for imposing penalties for infringements of by-laws of municipal corporations. Unless we have the whole Act we cannot deal with the Act, at least I cannot. I think section 400

means the levying of penalties which are given by the Legislature themselves by this Act: "Every fine and penalty imposed by or under the authority of this Act." Then what is the penalty imposed by or under the authority of this Act. Does that include penalties imposed by a by-law of a municipal corporation which is expressly provided for in sections 401 and 402. It would seem as if there was some other mode of imposing penalties.

Sir Richard Couch:—Section 407 is: "It shall not be necessary in any conviction made under any by-law of any municipal corporation to set out the information." They seem to be dealing with convictions under section 400—it looks as if they were.

Sir Barnes Peacock:—Section 400 applies to fines imposed by the Act, or fines imposed under the authority of the Act, not expressly provided for but fines imposed by a by-law of a municipal corporation is expressly provided for by sections 401 and 402.

Mr. Jeune:—I think, if I may say so, that sections 401 and 402 must be read together with section 400.

Sir Barnes Peacock:—Of course.

Sir Richard Couch:—Is not section 407 also part of the same? It looks rather like it.

Mr. Jeune:—Certainly; 407 clearly is. When you find a reference to section 407 in an express form it means that you must read these sections altogether.

Sir Barnes Peacock:—Section 407 does not apply to penalties imposed by the Act. Section 400 deals with every fine and penalty imposed by this Act.

Mr. Jeune:—Or under the authority of this Act.

Sir Barnes Peacock:—There were two; one where the penalty is imposed by the Act, and secondly, where it is imposed under the authority of the Act. Section 407 does not apply to penalties imposed by the Act. It says: "It shall not be necessary in any conviction made under any by-law of any municipal corporation," but not for any penalty given by the Act itself. Then we come to another class of cases, namely, penalties imposed under the authority of this Act. Now, are there any penalties imposed under the authority of this Act in any of the clauses which are not imposed by the by-law of a municipal corporation.

Mr. Kerr:—No; there were none.

Sir Barnes Peacock:—Then, "under the authority of this Act" you think applies to penalties given by the municipal corporations by-law.

Mr. Jeune:—That would seem to be so.

Sir Barnes Peacock:—It may be so.

Sir Robert Collier:—It comes to this, that there is no form of conviction given for a penalty imposed by the Act, because this form is for a penalty imposed by a by-law—that is not likely.

Mr. Jeune:—If what one is informed is correct, namely, that everything is by virtue of a by-law, that would be right.

Sir Robert Collier:—It may turn out that there is no penalty imposed except by means of a by-law.

Mr. Jeune:—Very likely that would be so.

Sir Robert Collier:—That makes it consistent.

Sir Barnes Peacock:—I think there were several penalties imposed by the Legislature for offences under section 454.

Sir Richard Couch:—It is all done by by-laws.

Sir Barnes Peacock:—Perhaps you will let me look at the Act presently, when you have done with it.

Mr. Jeune:—Certainly, my Lord; your Lordship sees what my contention is.

Mr. Kerr:—There are some penalties with reference to that.

Sir Richard Couch:—Imposed by the Act?

Mr. Jeune:—Yes, here is one: "Every returning officer in the case of a special constable," &c., &c. (reading down to the words) "a penalty of \$20" so that there are both cases; of course, means of enforcing is one thing, special provision for a by-

law is another; and it may be that the Municipal Council would have power to put special provisions into their by-laws of a much more stringent kind, and with power given to enforce a different set of by-laws, would not give License Commissioners power to import into their by-laws things which the Municipal Councils had special authority to import. That is the argument I submit to your Lordships; of course if it had been so, it would have been far more simple to have said that they should have the same power of making by-laws as Municipal Councils had, and then the thing would have been done; but it is clear, I think, that they are intended to have a more limited power. That is the first point.

Now, allow me to put this other point, that even if they have the same power as municipal authorities have, which I do not admit, they have gone even beyond that, because your Lordships will see that they have provided an absolutely fixed penalty, both with regard to amount and with regard to punishment. That is an extremely important distinction. Under the by-laws of municipal corporations, they could inflict reasonable punishment by imprisonment with or without hard labor.

Sir Barnes Peacock :—Have you got the 13th section of the by-laws, because it seems an enormous punishment under this by-law? At page 11 of the Record it says the fine may be levied “by distress and sale of the offender’s or offenders’ goods and chattels, and in case of no sufficient distress to satisfy the said penalty and costs, it shall and may be lawful for the Mayor, Police Magistrate, justice or justices convicting as aforesaid to commit the offender or offenders to the common gaol of the said city of Toronto, with or without hard labor for any period not exceeding six calendar months.” It cannot be in a case like this that the penalty for keeping a billiard table open after the hours appointed for the sale of liquors is to be six months’ imprisonment with hard labor, “except as provided by the 13th section of this by law.” We have not got that 13th section.

Mr. Jenué :—No.

Sir Barnes Peacock :—“Unless the said penalty and costs be sooner paid.” We have not got that 13th section, but it surely cannot be that a man is to suffer six months’ imprisonment with hard labor because he did not pay a fine.

Mr. Jeune :—It is in the discretion of the magistrates. It strikes me as an absurd thing; I do not know how far it would be desirable to press it at this stage of the argument, but it will be for your Lordships to say whether any part of this legislation is legal.

Sir Barnes Peacock :—I do not know whether a member would care to meet his constituents if he had passed such a penalty as this of six months hard labor. It may be that they have entrusted it to the Commissioners, but the members might not like to meet their constituents if they had passed the law.

Mr. Jeune :—Probably that is the reason why they delegated the power to somebody else. But now I will assume, although I do not admit it for a moment, that they have the same power as the Municipal Council had to make their by-laws and to impose penalties in the same way. I say they have gone beyond that, and they have gone beyond that in a very remarkable way, by a provision to which there is more than one objection. They have said, at page 8 of the Record: “Any person or persons guilty of any infraction of any of the provisions of this resolution, shall, upon conviction, pay 20 dollars and in default there shall be distress, and if distress is not found, they shall have 15 days’ imprisonment.” The Magistrate may make it with hard labor; but 15 days’ imprisonment of some sort they must have. Now, that I submit, is clearly a provision which the Municipal Council could not have made, and which nobody under an authority of that kind could make.

Sir Robert Collivier :—Why not?

Sir Barnes Peacock :—Section 400 is imprisonment for a period not exceeding thirty days, and the Commissioners’ resolution is for a fixed term of fifteen days. Then in section 402 it says: “The justice may commit the offender to the common gaol, house of correction, or nearest lock-up house, for the term, or some part thereof, specified in the by-law.” Then in the other one, the by-law at page 11 of the Record, it is for any of the period not exceeding six calendar months. Section 400 does not

say it must be a fixed period of fifteen days, but then the Commissioners say it must be a fixed period of fifteen days.

Mr. Jeune :—The Commissioners says it must be a fixed period of fifteen days. Of course they might have said "shall pay a fine not exceeding \$50."

Sir Robert Collier :—May I call your attention to sub-section 14 of section 454, of page 51 of the Red Book.

Mr. Jeune :—"For inflicting reasonable punishment by imprisonment, with or without hard labor, either in a lock-up house, or some town or village in the township, or in the county gaol or house of correction, for any period not exceeding twenty-one days, for breach of any of the by-laws of the Council, in case of non-payment of the fine inflicted for any such breach, and there being no distress found, out of which such fine can be levied." No doubt the Municipal Council have power.

Sir Robert Collier :—I want to know how the Commissioners have gone beyond that.

Mr. Jeune :—Because they have made a fixed punishment. They have made it fifteen days. They leave no discretion to the magistrate.

Sir Barnes Peacock :—The magistrate cannot give less than fifteen days, whereas under the by-laws he might give one.

Mr. Davey :—I do not want my friend to be taken by surprise, but the Act itself provides for the magistrates giving the term of punishment mentioned in the by-law, or any less term. The magistrate has ample power.

Mr. Jeune :—Where do you say that is?

Mr. Davey :—Sections 401 and 402 of the Municipal Act. I will read it if you like.

Mr. Jeune :—We have read that already. You mean of the Municipal Act?

Mr. Davey :—Yes: "Shall award the whole or such part of the penalty imposed by the by-law as he thinks fit." Then section 402 is, in case there is no distress the justice may commit the offender for the term, or some part thereof, specified in the by-law. It may be only for two days.

Sir Barnes Peacock :—But they fix it—they do not give a discretion to the magistrate to give less than fifteen days.

Sir Robert Collier :—Surely, the Municipal Council may fix fifteen, as being less than twenty-one.

Sir Barnes Peacock :—The rule of the Commissioners does not give the magistrate any discretion. He must give fifteen days.

Sir Robert Collier :—The question is, whether the Municipal Council would have had power to pass this by-law. It seems to me, as at present advised, that they would.

Mr. Jeune :—I submit, at any rate, that they have not.

Sir Robert Collier :—That is another thing, but you were upon the point that they could not.

Mr. Jeune :—I say that they could not.

Mr. Jeune :—I say that they could not—that they were to enforce a reasonable penalty not exceeding a certain amount, and that they cannot go and fix a certain amount and say it is to be enforced.

Sir Barnes Peacock :—The resolution of the Commissioners says, in default of sufficient distress on that behalf, the Police Magistrate shall, by warrant, commit the offender to the common gaol of the city, with or without hard labor, for a period of fifteen days. It does not give him any discretion to give the offender less than that.

Mr. Jeune :—That is exactly what I am putting to your Lordships. It is obvious, in that case, that no discretion was exercised by the magistrate. The man was fined \$20, and he was sent to prison for fifteen days with hard labor in default. I submit clearly, under that resolution, that the Magistrate could have done nothing else.

Sir Arthur Hobhouse :—The Act says that he may inflict any part of the punishment.

Mr. Jeune :—The by-law ought to have followed the words of the Act. That is the point I wish to make. The by-law is, "to inflict a penalty not exceeding \$50."

They ought to have said, "The penalty for this shall not be exceeding \$50," and then the magistrate's discretion would have come in. I submit that they cannot say it shall be fifteen days.

Sir Barnes Peacock :—If there is a fixed punishment, the magistrate would give that fixed punishment, or nothing else?

Mr. Jeune :—Yes.

Sir Barnes Peacock :—In the same way, if it was a sentence of death the court could not impose transportation for life, but it must give a sentence of death.

Mr. Jeune :—What it means is this, if I may illustrate it in exactly the same way; it is a precise illustration. You give to a railway company power to inflict a penalty not exceeding 40 shillings—the by-law always runs: "The penalty for this shall be a sum not exceeding 40 shillings,"—and then when you come before a magistrate the magistrate has power to impose a fine of 40 shillings or less. You cannot fix a hard and fast amount. If you can the magistrate must enforce it, otherwise the resolution is distinctly and clearly misleading on the face of it, and, in this case, has misled the magistrate.

Now, my Lords, that, of course, is as to the power of the License Commissioners on this point. There still remains that which I wish to call attention to without dwelling upon it in great length; namely, this; that the power to give hard labor is not vested either in the License Commissioners or in the Provincial Legislature itself. Of course, that is the point which may be put in one of two ways. It may be said that it was not in the power of the Provincial Legislature to delegate that; or it may be said that they did not, when they gave general power, in fact, delegate, and that it was an excess of jurisdiction by the License Commissioners. It does not much matter in which way the point is put. The point is this:

The British North America Act, in giving power to inflict imprisonment, does not give power to inflict imprisonment with hard labor. The only answer to that which has been yet made is that which my friend referred to in the case of *The Queen vs. Trawley*, and in that the only answer that the Chief Justice gives is that; if this was to be construed as an ordinary Act of Parliament, imprisonment would mean imprisonment and not imprisonment with hard labor. He says: "This is a charter of the Government, and, therefore, is to be construed in a larger way." No authority is given for that. One Act of Parliament must be construed like another; and especially an Act of Parliament interfering with the liberty of the subject. It must be construed strictly, and if it says imprisonment, I submit it must mean imprisonment.

Then, it is suggested, that this may be part of the prison regulations: that they have power to impose hard labor. Now, even supposing that it would be part of the prison regulations to impose hard labor, I submit that that must be done by an instrument professing to do it as part of the prison regulations. I submit that if the Province is going to exercise that power, it must do it *eo nomine*, and for that purpose it may be that in the management of public prisons it might say that, although the sentence of the Act and the sentence of the court was imprisonment, there should be certain things added for prison discipline which might change the character of the imprisonment. That may be so, but that must be done for the purpose of prison management, not for the purpose of punishment for non-payment of money for a fine.

Sir Barnes Peacock :—Could the Legislature delegate to the keeper of the reformatory how much hard labor a man should have?

Mr. Jeune :—Surely not.

Sir Barnes Peacock :—They might pass a law themselves but could they depute it to the keeper of the reformatory to say how much he should have?

Mr. Jeune :—Clearly not, I submit, and when one considers the state of the English law at the time, it is obvious that hard labor is no part of prison management. The whole thing is very easily seen by reference to the English Act of 1865; which was a complete code of prison regulations, followed, as it was, afterwards by the Act of 1875. The Act of 1865 gives power to the gaoler to give certain punishment,

solitary confinement and a variety of other things, including, I think, corporal punishment in certain cases where there is misconduct in prison, and so on, but it never, for a moment, obliterates the distinction between imprisonment with, and imprisonment without hard labor. That is a definition which runs throughout the whole of the English Criminal Law, and it never has been mixed up with prison regulations. You will not find any provision like this, that in case of misconduct the gaoler may turn imprisonment into imprisonment with hard labor—nothing of the sort—there is imprisonment and imprisonment with hard labor, and, though certain of the consequences, vary for the purposes of prison discipline, the two things are quite distinct. Therefore, I submit from any point of view, this imprisonment with hard labor is a thing which, directly or indirectly, the Province had no power to inflict, and, therefore, of course, a thing which their delegates had no power to inflict. And it is all the more important to observe this when we find that the jurisdiction of the criminal law is given to the Dominion and is carefully reserved from the jurisdiction of the Province. Your Lordships will find under sub-section 27 of section 91, the criminal law, except the constitution of the courts, including the procedure in criminal matters, the whole procedure in criminal matters and the whole of the criminal law is reserved to the Dominion.

Sir Barnes Peacock:—The Dominion might pass a criminal law dealing with assaults upon gaolers in a reformatory by a prisoner in the reformatory.

Mr. Jeune:—Certainly; and I take it that when the management of prisons is looked at in that way, if one came to investigate it, you would be forced to come to the conclusion that the management of prisons did not include anything which might be a criminal offence. It would not include anything which would touch upon the criminal law, because the Dominion has reserved the criminal law, in fact, to itself.

Sir Barnes Peacock:—They could not give power to the keeper of a reformatory to give him hard labor for so many days, or they could not say: "You may impose a penalty upon him, and if he does not pay the penalty you may give him hard labor for so many days."

Mr. Jeune:—Certainly not. Now, there is one more ground, and only one, which I think I may mention, which was touched by my learned friend. I submit, of course, that this by-law is unreasonable in itself, and that it is to be treated as a by-law. Of course, a by-law is well known.

Sir Barnes Peacock:—What is a by-law? I do not quite understand. A by-law, is what a corporation can make of its own authority?

Mr. Jeune:—Yes.

Sir Barnes Peacock:—But this is not a by-law, is it? It is a power given by the Legislature to legislate, is not it—to pass that by-law? It is a by-law of a corporation?

Mr. Jeune:—No.

Sir R. Collier:—Whatever the question is, whether it is *intra vires* or not?

Sir Barnes Peacock:—If it is a by-law, a by-law cannot impose imprisonment.

Mr. Jeune:—Unless there is express power to do so.

Sir R. Couch:—They have called it a by-law. It may not be strictly a by-law, but it is a convenient name which they have used.

Mr. Jeune:—Now, I submit that it is subject to the same principles as by-laws are subject to. Amongst others, this, that it must be reasonable. Now, I submit, it is not reasonable, because it inflicts a fixed penalty. That it is one of the grounds upon which it is not reasonable. My learned friend has dealt with one ground which I will not repeat to your Lordships, although in the enumeration of the points it may be necessary to mention it.

Sir Robert Collier:—That is another form of the same penalty—a fixed penalty but, nevertheless, the justices may dispense with any part. The justices may commit the offender for any term, or any part thereof, so that, although the term of imprisonment is fifteen days, he may commit one day.

Mr. Jeune:—Of course, I venture to submit that that is not so.

Sir Robert Collier:—It seems to me to be as plain as possible.

Mr. Davey :—You have not read the Act.

Mr. Jeune :—I beg my friend's pardon. I have read the Act, and your Lordships have heard me read it a great many times. If your Lordship says it is clear, it is not for me to say it is not.

Sir Robert Collier :—Well, assume that it is a fixed penalty.

Mr. Jeune :—Then I say it is unreasonable to make a punishment which cannot vary and will not vary with the offence, but which is the same for every offence that can be committed.

Sir Barnes Peacock :—You say that it is unreasonable.

Mr. Jeune :—It is clearly unreasonable, and that, of course, follows the ordinary principles of the English law.

Sir A. Hobhouse :—I do not suppose the common law rule about unreasonableness applies to these statutory regulations. You may rely upon section 454 of the Municipal Act, which says that the by-law must be for inflicting a reasonable punishment.

Mr. Jeune :—I put it the other way.

Sir A. Hobhouse :—There is the word "reasonable" comes in there.

Mr. Jeune :—Yes, my Lord; therefore I do not very much mind whether it is put on the word "reasonable" there or not.

Sir A. Hobhouse :—Then you must say that you must take the analogy of the common law.

Sir R. Couch :—According to this by-law, if there is not a sufficient distress he must be imprisoned for fifteen days.

Mr. Jeune :—Yes.

Sir R. Couch :—According to the by-law, independently of the Act. That is another matter.

Mr. Jeune :—But more than that, he must be fined \$20 whatever the offence is. That is clearly an unreasonable thing.

Lord Fitzgerald :—Is there any authority for that, that a fixed penalty makes a by-law unreasonable.

Mr. Jeune :—I think I have an authority.

Lord Fitzgerald :—I have seen a great many fixed penalties at Quarter Sessions.

Mr. Jeune :—I think I have an authority which covers the point. The point is this, that where the offence varies as this may do, infinitely in its character, and where many offences are covered to give a fixed and hard and fast penalty, is an unreasonable thing. Your Lordships see that this penalty of \$20 is capable of being enforced against a very large number of different offences. Your Lordships see that it deals with almost every offence which the keeper of a tavern could commit, and with a great many which are new and strange to our law.

He is not to permit a servant or himself to deliver any liquor to any intoxicated person, or to any child under the age of 14, or to any lunatic, or to any person having the habit of drinking intoxicating liquors to excess and to whom such licensed person has been notified in writing not to deliver liquor. He is not to permit any drunken person to frequent his house, or any person having the habit of drinking to excess to do so. He is not to keep his house open beyond certain hours; he is not to deal with his bagatelle or billiard table within certain hours, not to permit games of chance and all those things which have been read to your Lordships. It is obvious that the offences are very small; it may be infinitesimally small, small though they may in the point of view of public order be excessively serious.

Now I say to fix a penalty of \$20 followed in case of non-payment by an equally fixed period of fifteen days imprisonment is unreasonable. The penalty ought to be capable of being varied as the offences vary.

Now, the analogy which I was going to put to your Lordships, which seems to me an exact one, is one which occurs to one's mind in connection with what I was saying to your Lordships, namely, the analogy of the case of railway companies' by-laws. It has been held by the English courts that it is unreasonable that the penalty should vary independently of the offence, that is to say, that to have a different

penalty for the same offence is an unreasonable thing, and makes the by-law bad. Now, is it not exactly and precisely the same penalty for offences which may be wholly different. Surely there is no distinction between the two things. If it is wrong to inflict a penalty varying in amount for the same offence, and to profess to do it by a by-law, it is equally wrong to inflict the same penalty for offences of a totally different character. It has been decided with regard to the by-laws of English railways in more than one English case. Your Lordship remembers the class of cases in which that arose, namely, cases in which railway companies professed by their by-laws to enforce a penalty of making the traveller who did not produce his ticket pay an amount equal to the total amount of the fare from the place where the train started. That was held to be bad, on the ground that the penalty in that case would vary independently of the magnitude of the case—that a traveller who lost a ticket or refused to produce one under one state of circumstances might have to pay a certain amount in that way, and a person who did exactly the same thing would be subjected to a penalty of a much greater amount, or might be. Now, that has been held to make a by-law void as being unreasonable. Now, surely that is precisely the same case as the present, the only difference being that instead of the offence being the same and the penalty different, the penalty is the same and the offence different. In either case the same injustice is worked, namely, that persons who commit very different offences are subjected to the same punishment. I need not, I think, trouble your Lordships at length with the well-known authorities of the English law which decide that, but there is a case of *Sanders vs. The South-Eastern Railway Company*, where the whole matter was dealt with by the Queen's Bench. It is reported in Law Reports, fifth Queen's Bench division, and the point is dealt with in the judgment at page 462. "Let us assume, however, that to make a by-law imposing a penalty on a traveller for not showing his ticket, when he has one, would be within the competency of the company, we have still to consider whether this by-law is in itself reasonable. Now, it is a settled law, not only that it is essential to the validity of a by-law that it be reasonable, but also that a by-law being entire, if it be unreasonable in any particular, it shall be void for the whole, of which Comyn's gives us an instance 'as if the penalty be unreasonable.'" Here the penalty, that of paying the fare from the station from which the train originally started, cannot, under the circumstances, be otherwise than unreasonable, for when crimes are the same, and the criminality equal, equality of punishment is of the essence of penal legislation and justice. Here, the offence being the same, the criminality equal, whether the offence occurs at one end of the line or the other, the degree of punishment is made to depend on, whether the offence has been committed at the one end or the other, its severity increasing as we advance towards the terminus *ad quem*. To illustrate this position let us suppose a line of sixty miles in length. It gives the obvious illustration and the conclusion is, "The injustice arising from a law operating thus unequally, and so much more heavily when the offence has at one end of the line than when it occurs at the other, is too manifest to admit of such a by-law being held to be reasonable." I can only submit to your Lordship in these very words, that "When crimes are the same, and the criminality equal, equality of punishment is of the essence of penal legislation and justice." But here, assuming that these penalties are to be imposed in the way it is expressed, an offence of a totally different character and amount must be punished by precisely the same punishment, neither more nor less. That surely is unreasonable legislation. I think those are all the points upon which I need trouble your Lordships. I submit, first of all, it is *ultra vires* of the Provincial Legislature to deal with the liquor laws at all, and that it is a matter for the Dominion. Secondly, that they cannot delegate these powers even if they possess them. That that delegation, even if they have power to delegate, has been exceeded by the authority to whom it was committed, in several respects. And thirdly, that the by-laws made in pursuance of that authority are in themselves in the respect mentioned by my learned friend, and in the respect I have dealt with for the last few moments, unreasonable, and therefore void in the whole.

Mr. Davey:—My Lords, I appear for the respondent in this case, with my learned friends Mr. Irving and Mr. Raleigh, and certainly we cannot complain that our friends on the other side have not taken every single point that could possibly be taken. They begin at the root of the matter, and they say that Provincial Legislation is bad altogether, because there is no power under the British North America Act to legislate in the matter at all. They say even if the Legislature could legislate, this particular Act is *ultra vires*, because it contains a delegation of powers and not direct legislation.

Thirdly, they say the delegation is *ultra vires*, even if the Act be good, because it deals with billiard saloons, which the Licence Commissioners had no competence to deal with, and also, because it purports to inflict hard labor. And lastly, my learned friend, Mr. Jeune, has argued that the by-laws as he calls them, or the resolutions as they are more properly called, are altogether void on the ground of their being unreasonable.

My Lords, I propose to take those topics in the order in which my friends have presented them to your Lordships. The first point is: is the Provincial Legislature, under the British North America Act, competent to legislate on the subject of the liquor traffic? Now, there is no magic, particularly in the liquor traffic. I gather from what I have read and what I have heard in the course of this case, that the liquor traffic excites almost as much agitation and discussion and difference of opinion in the colony as it does or seems likely to do at home. But there is no particular magic in the liquor traffic itself; the liquor traffic is not mentioned in the British North America Act. Whether your Lordships accede to my learned friend's argument or to the argument which I shall address to you, it is not on account of anything which is expressly mentioned in the British North America Act with regard to the liquor traffic in particular, but it must be considered on what I may call general principles as one of a general class of subjects. And I fully accede to what was said by your Lordships' Board, even if I was not bound to do so, in the *Citizen's Insurance Company vs. Parsons* that having regard to the construction of the 91 and 92 sections of the British North America Act, the first question which your Lordships have to answer in this: is this one of the class of subjects upon which the Provincial Legislature is made competent to legislate by section 92. I call particular attention to that express class of subjects, because your Lordships will observe that that is the mode in which these two sections have been so often discussed before your Lordships, are framed—the former by giving the Dominion Legislature and the Provincial Legislature, power to legislate on a class of subjects. Now does this Act in particular come within that class of subjects which the Provincial Legislature are made competent to deal with? I say it does, not because it deals with the liquor traffic in particular, but because it is a matter of police regulation.

It is a matter of police regulation, which is, in the first place, a matter of merely local character; in the second place, is dealing with the municipal institutions. This Board of License Commissioners, which is created by the Act in question, is a municipal institution just as much as the Police Commissioners or the Municipal Council, who exercised analagous or the same functions under the earlier Acts, were one of the municipal institutions of the country. The liquor traffic is not regulated by the municipal authorities of the country. Some people think that it ought to be; but, because, under our particular arrangement in this country, the Imperial Parliament regulates the licensing of the liquor traffic, and not the municipal authority. If in Canada, as well as before the Confederation as since, that licensing power was exercised, not by the Supreme Legislature, but by the municipal authorities, it is none the less a municipal institution, because in Great Britain the municipality does not exercise that function. In Canada it is a municipal institution. There is no hard and fast rule as to regulations of this kind between the municipality and the Executive Government or the Supreme Legislature of the country. The observation of any of us, I suppose, would at once call to mind instances of different countries where the amount of authority, or the amount of power or of jurisdiction, which is entrusted to municipal authorities varies infinitely. One happens to know that in France

functions are exercised by municipalities which are not exercised by municipalities in England. On the other hand, there are functions exercised by English municipalities which are not exercised by French ones; and merely because the regulation of the liquor traffic and the licensing laws are not a matter of municipal regulation in this country, is no reason for saying that the regulation of matters of that kind may not be a municipal institution within the meaning of section 92. Whether it is a municipal institution or not must be found out by ascertaining what was the state of the law at the time, and whether some of the functions of that kind are or are not, according to the law prevalent in Canada, exercisable by municipal bodies. Now, as far as you have the Acts which were in force at the time of the regulation before you, you are aware of the scheme of these Acts, which has not been greatly altered as regards the machinery of the Act. There were bodies of people called the Municipal Council and the Police Commissioners, who exercised certain functions of licensing not only liquor shops or taverns, as they are called in the Canadian Acts, but also shops and trades for other purposes, which exercised these functions at the time the Confederation Act was passed. I suppose nobody would deny that the Police Commissioners, for example, created by the Act of 1866, were a municipal institution. They were a body appointed by the municipality for the purpose of exercising certain functions within the limits of the municipal area of the city or incorporated town, or whatever it was, for the purpose of maintaining the regulations which were considered conducive to good order, decency and morality. I cannot imagine anything more closely connected with the duties of a municipality than the duties of the police.

It is as matter of police rule that these regulations are made, and that is the way it has been put in the court below. Therefore, I venture to submit to your Lordships that without asking your Lordships to lay down any large or broad proposition about this burning question of liquor traffic (I am sure your Lordships will not desire to lay down any larger proposition than it is necessary for the decision of the case), without in the least degree asking you to lay down any broad proposition of that kind, or to say that the liquor traffic, as such, is a Dominion subject or a provincial subject, I ask you to say that the regulation of the liquor traffic, and I may add of other trades to the extent to which they are regulated by this Act of 1877, which is before you, is a matter of police regulation, is a matter of merely local character and fairly comes within the class of subjects which are described as municipal institutions.

That is all that I ask at your hands, and I do not ask you to lay down as an abstract proposition, which would probably be untrue, which ever way it was laid down, that the liquor traffic, as such, is an exclusive subject for one Legislature or the other. From one point of view I can understand that the regulation of liquor traffic may come under the head of trade and commerce, and would be within the competence of the Dominion Parliament. Your Lordships have so held; your Lordships have held that the Temperance Act of 1873, which was before you in the case of *Russell vs. The Queen*, was within that competence. But your Lordships did not go beyond that; you held that that particular Act, and the extent to which that Act regulated or dealt with the traffic in liquors, was a competent exercise of the power of the Dominion Legislature to deal with trade and commerce. I can imagine, on the other hand, and, in fact, my submission is, that police regulations, with regard to the times of closing public houses with the object of preventing public houses becoming a resort for thieves and prostitutes and other bad characters, and with regard to obtaining public quiet and matters of that kind, in that point of view the regulation of the liquor traffic, if I may use the expression, is a matter of a purely local character, and a fit matter for the Provincial Legislature to deal with. Therefore, I do not, for my part, think it at all necessary to ask your Lordships to pronounce an opinion on that abstract question which my learned friends apparently desire to seek your Lordships opinion on; because I am bound to admit that if you said it was either one or the other exclusively, either proposition would be wrong, because it may belong, with different aspects in different respects, to both or to either.

Now my Lords, let me make this further observation. My friends say (at least I think this was one of their arguments) that if you allow the Provincial Legislature to legislate with regard to the liquor traffic as a trade, which is an undoubted proposition, you are touching on the exclusive jurisdiction of the Dominion Legislature to legislate with regard to trade and commerce. Now, the first observation I make with regard to that is this, and it is an observation for which I am indebted to the judgment of the learned Judges in several cases which I have looked at, if the subject matter of the Legislation is a matter which is within the competence and jurisdiction of the Provincial Legislature, it is none the less so because, incidentally and necessarily it may, to a certain extent, affect trade or commerce. Or, in other words, supposing it be competent—to them—to take an example of which there can be no doubt, it is unquestionably competent for them to impose a license duty on the exercise of certain trades mentioned in that Act, such as the auctioneers, &c., for the purpose of raising a revenue. It may be said to interfere with trade, because of course, it restricts the number of persons, and places a qualification on the persons who desire to exercise these trades; but it is none the less within their competence to do so, and it cannot be denied to be within their competency to do so, because it may indirectly affect trade or commerce.

The second observation which I make, and it is an observation in making which I am only repeating what was said by your Lordships in the case of the Citizens Insurance Company *vs.* Parsons (7th appeal cases) that that power to legislate with regard to trade and commerce does not mean that every question, regarding every trade, can be dealt with only by the Dominion Legislature; but it means this: that it reserves to the Dominion Legislature the power of what I will call general legislation, with the view to the good of the country, generally, with regard to trade and commerce with other countries, and trade and commerce between the Provinces themselves, and accordingly your Lordships held in that case that a law of one Province (Quebec, I think) which imposed certain restrictions and certain obligations upon people carrying on the business of life insurance, was not *ultra vires*.

Sir Robert Collier :—I think we said it regulated the contracts of those countries.

Sir Richard Couch :—It dealt with the contracts of insurance.

Mr. Davey :—At page 112—this is the passage of the judgment which I had in my mind—your Lordships will find these words: "Regulation of trade and commerce," in their unlimited sense, are sufficiently wide; if uncontrolled by the context and other parts of the Act to include every regulation of trade, ranging from political arrangements in regard to trade with foreign Governments, requiring the sanction of Parliament, down to minute rules for regulating particular trades. But a consideration of the Act shows that the words were not used in this unlimited sense. In the first place, the collocation of No. 2 with classes of subjects of national and general concerns affords an indication that regulations relating to general trade and commerce were in the mind of the Legislature when conferring this power upon the Dominion Parliament. If the words had been intended to have the full scope of which, in their meaning, they are susceptible, the specific mention of several of the other classes of subjects enumerated in section 91 would have been unnecessary; as 15, Banking; 17, Weights and Measures; 18, Bills of Exchange and Promissory Notes; 19, Interest; and even 21, Bankruptcy and Insolvency. Regulation of Trade and Commerce may have been used in some such sense as the words regulations of trade in the Act of Union between England and Scotland (in 6 Anne C.H.) and as these words have been used in Acts of State relating to Trade and Commerce. "Then the judgment refers to article 3 of the Act of Union between England and Scotland, in which the words are "Prohibition Restrictions and Regulations of Trade," and then it goes on: And article 6 enacted that all parts of the United Kingdom from and after the Union should be under the same 'Prohibitions, Restrictions and Regulations of Trade.' Parliament has at various times since the Union passed laws affecting and regulating specific trades in one part of the United Kingdom only without its being supposed that it thereby infringed the articles of Union. Thus, the Acts for regulating the sale of intoxicating

liquors notoriously vary in the two Kingdoms. So with regard to Acts relating to bankruptcy, and various other matters. Construing therefore the words 'Regulation of Trade and Commerce' by the various aids to their interpretation above suggested, they would include political arrangements in regard to trade requiring the sanction of Parliament, regulation of trade in matters of inter-provincial concern, and it may be that they would include general regulation of trade affecting the whole Dominion."

Sir Robert Collier :—If you will read on you will see what it says.

Mr. Davey :—"Their Lordships abstain on the present occasion from any attempt to define the limits of the authority of the Dominion Parliament in this direction. It is enough for the decision of the present case to say that in their view its authority to legislate for the regulation of trade and commerce does not comprehend the power to regulate by legislation the contracts of a particular business or trade, such as the business of fire insurance, in a single Province, and therefore that its legislative authority does not, in the present case, conflict or compete with the power over property and civil rights assigned to the Legislature of Ontario by the Act." Well, I think I am entitled to say, after that decision, which, of course, is binding upon us all, that my friends cannot press these words "regulation of trade and commerce" to the extent of depriving the Legislature of the Province from making laws regulating the liquor traffic within its own area, which are in the nature of police regulations.

Now, my Lords, my learned friends, of course, as one might have expected, relied very much upon your Lordships' decision in *Russell vs. The Queen*, and they contended it had been decided in *Russell vs. The Queen* that the regulations of the liquor traffic as such, was a matter which the Act conferred exclusively on the Dominion Legislature, and they put their argument as high as this: as to say that it had been decided in that case, or at any rate that it followed logically from the decision in that case, that the Provincial Legislature had no competence or jurisdiction to make any Act whatever in any way affecting the liquor traffic.

Well, I have already told your Lordships why I think, if you carry that argument to that extent as regards the liquor traffic, you must carry it to that extent as regards every trade in the Dominion, and in each Province, because there is no specialty that I know of in the liquor traffic. No doubt the laws of England, and of the English speaking countries have, to a larger extent, I believe, than most foreign countries, regulated the exercise of this particular trade; still, there is no particular specialty, and there is nothing in principle by which this trade is distinguished from any other trade, and, therefore, if my friends contend that it is incompetent for the Legislature of Ontario to pass any Act affecting (I will put their argument as high as that) the liquor traffic in Ontario, they must, to be logically consistent, say that it is incompetent for the Provincial Legislature to pass any Act which, in any way whatever, affects any trade whatever throughout the Province.

But my Lords, I do not read your Lordships' decision in *Russell vs. The Queen* in that large extended sense. The question which your Lordships had before you in that case was, whether the Dominion Act, which I believe is usually referred to as the Temperance Act of 1878, was or was not within the competence or jurisdiction of the Dominion Legislature, and that was the only question as I understand, upon which your Lordships expressed your opinion—and you upheld the "constitutionality" (if I may borrow an expression which I saw in one of the reports this morning) of that Act on the ground—first, that it was a general Act affecting the whole Dominion, passed for the good government and order of the Dominion generally, and that it was an Act which regulated trade. It was also suggested that it might be upheld on the ground that it was a general regulation of trade for the whole Dominion. But I think your Lordships' decision was based more strongly—if I may use the expression—on the first ground than on the second.

Sir Robert Collier :—We said we did not differ from the court upon the second simply.

Mr. Davey :—I think the reasons expressed in the judgment are more upon the first ground than upon the second. But, my Lords, how does that conflict in any

way with anything that has been decided in this case. Granted that it is competent for the Dominion Legislature, if it thinks it necessary for the good order of the country, to pass a law such as that which was before you, for promoting temperance throughout the Dominion—how does that in any way interfere with the right of each Province to empower the municipal bodies within its area to make regulations in the nature of police regulations for securing decency, order, sobriety and morality within their cities. I can conceive that the Dominion Legislature might pass an Act for the general good of the Dominion which might, to a certain extent, cover the same ground. If that Act was *ultra vires* and did not trench on the municipal institutions of the Provinces or on matters which were merely local—if it was a general Act within its competence—then, of course, the specific special regulations of the Provinces must be made subject to that general Act.

Sir Robert Collier :—That Act restricted the sale of liquors to wholesale dealings, and prohibited the sale for certain purposes. It did not go into any minute regulations of public houses—it did not profess to do anything of that kind.

Mr. Davey :—No, my Lord, nothing which one could describe as police regulations. I do not want to ride that phrase too much to death, but your Lordship understands my point upon that.

Sir Robert Collier :—It did not prescribe what hours public houses were to be open at, or anything of that kind.

Mr. Davey :—No, my Lord. It was an Act of this kind : It provided that wherever a certain proportion of the inhabitants of a district or area passed resolutions at a meeting convened in a particular manner, adopting the Act, then the sale of spirituous liquors, except and on certain rigid conditions, should be prohibited.

Sir Robert Collier :—Except by wholesale. The retail sale was forbidden.

Mr. Davey :—I do not deny that there are isolated sentences, which my friends can pick out and reason from the context and use for their own purposes ; but what I say is this : that reading the judgment as a whole, and remembering the question which your Lordships had before you—reading the judgment with its context, and with reference to the only question which your Lordships had before you—I venture humbly to submit to your Lordships that there is nothing in *Russell vs. The Queen*, which in the least degree, gives color to the suggestion that your Lordships intended to lay down, that the regulations of the liquor traffic, in the sense in which this case dealt with it, was exclusively within the competence of the Dominion Legislature, or that the Provincial Parliament had no jurisdiction to touch the liquor traffic with the end of their little finger, which is what my friends contend for in this case.

Now, my Lords, I do not desire to occupy more of your Lordships' time than is necessary. But I had marked certain passages in *Russell vs. The Queen*, which I intended to read to your Lordships. I take it, however, that I may perhaps assume that your Lordships are familiar with that judgment. I have told your Lordships what the question was. The question was whether the Canada Temperance Act of 1878 was within the powers of the Legislature.

Sir Montague Smith, who delivered the judgment, describes the Act and goes through that very fully. Then, he says this, on page 835 : It was, in the first place, contended, though not very strongly relied on by the appellant's counsel, that assuming the Parliament of Canada had authority to pass a law for the prohibiting and regulating the sale of intoxicating liquors, it could not delegate its powers, and that it had done so by delegating the power to bring into force the prohibitory and penal provisions of the Act to a majority of the electors of counties and cities. The short answer to this objection is, that the Act does not delegate any legislative power whatever. It contains within itself the whole legislation on the matters with which it deals. The provision that certain parts of the Act shall come into operation only on a petition of a majority of electors does not confer on those persons power to legislate. Parliament, itself, enacts the condition and everything which is to follow upon the condition being fulfilled.

Conditional legislation of this kind is, in many cases, convenient, and is certainly not unusual, and the power so to legislate cannot be denied to the Parliament of

Canada, when the subject of legislation is within its competency. Their Lordships entirely agree with the opinion of Chief Justice Ritchie on this subject. If authority on the point were necessary, it will be found in the case of *The Queen vs. Burah*, lately before this Board. The general question of the competency of the Dominion Parliament to pass the Act depends on the construction of the 91st and 92nd sections of the British North America Act, 1867, which are found in Part VI. of the Statute, under the heading, "Distribution of Legislative Powers." His Lordship mentions those sections and refers to the particular items in section 92, and then he continues, on page 837: "It appears that by the Statutes of New Brunswick, authority has been conferred upon the municipality of Fredericton to raise money for municipal purposes by granting licenses of the nature of those described in No. 9 of section 92, and that licenses granted to taverns for the sale of intoxicating liquors were a profitable source of revenue to the municipality. It was contended by the appellant's counsel, and it was their main argument on this part of the case, that the Temperance Act interfered prejudicially with the traffic from which this revenue was derived, and thus invaded a subject assigned exclusively to the Provincial Parliament.

"But supposing the Act to be prejudicial to the revenue derived by the municipality, it does not follow that the Dominion Parliament might not pass it by virtue of its general authority to make laws for the peace, order and good government of Canada. Assuming that the matter of the Act does not fall within the class of subject described in No. 9, that sub-section can in no way interfere with the general authority of the Parliament to deal with that matter. If the argument of the appellant, that the power given to the Provincial Legislature to raise a revenue by licenses prevents the Dominion Parliament from legislating with regard to any article or commodity which was, or might be, covered by such licenses, were to prevail, the consequence would be that laws which might be necessary for the public good or the public safety could not be enacted at all."

I do not think I need pursue that part of the judgment, because that matter is not before you. But there is one point I ought to venture to mention in this case, that I cannot find (it is a singular fact) that the question of Acts of this kind coming under municipal institutions was argued in the case of *Russell vs. The Queen*. It may have been, but I cannot find it in the report, and if that is so, it is singular, because in the numerous cases which have been decided in Canada (I think in every one of the Provinces), that point has been the one chiefly relied upon. It is under the municipal institutions. I think I may say that most of the Canadian judges have upheld those liquor regulation Acts as within the power of the Provincial Parliament.

Sir Arthur Hobhouse:—I think it was mentioned, you will find, in the beginning of the argument. The respondents were relieved from arguing certain portions of the case.

Mr. Davey:—If it is in the report I did not notice it.

Sir Richard Couch:—I do not recollect class eight being relied upon. I think all the classes that were relied upon in the argument are noticed in the Judgment.

[Adjourned to to-morrow at 10.30.]

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

COUNCIL CHAMBER, WHITEHALL, Friday, 16th November, 1883.

PRESENT:—The Right Honorable Lord Fitzgerald, The Right Honorable Sir Barnes Peacock, The Right Honorable Sir Robert Collier, The Right Honorable Sir Richard Couch, The Right Honorable Sir Arthur Hobhouse.

HODGE vs. THE QUEEN.

[Transcript from the shorthand notes of Messrs. Marten and Meredith.]

THIRD DAY.

Mr. Horace Davey:—My Lords, I should like, with your Lordships' permission, just to finish reading portions of the Judgment in *Russell vs. The Queen*, because I

think I shall be able to bring out, what appears to me, the true view of that judgment. At the bottom of page 836, their Lordships say: "Three classes of subjects enumerated in section 92 were referred to, under each of which, it was contended by the appellants counsel, the present legislation fell, these were—shop, saloon, tavern, auctioneer and other licenses, in order to the raising of a revenue for provincial, local, or municipal purposes, property and civil rights in the Province—generally all matters of a merely local or private nature in the Province." Your Lordships remember what the argument was, that the Local Legislature, the Provincial Legislature, has the exclusive jurisdiction. That was Mr. Benjamin's argument, because the object was to show that the Dominion could not legislate, or, in other words, that the Provincial Legislature had exclusive jurisdiction. "With regard to the first of these classes, No 9, it is to be observed that the power of granting licenses is not assigned to the Provincial Legislatures for the purpose of regulating trade, but in order to the raising of a revenue for provincial, local, or municipal purposes. The Act in question is not a fiscal law—it is not a law for raising revenue; on the contrary, the effect of it may be to destroy or diminish revenue. Indeed, it was a main objection to the Act that in the City of Fredericton it did, in point of fact, diminish the sources of municipal revenue. It is evident, therefore, that the matter of the Act is not within the class of subject No. 9, and consequently, that it could not have been passed by the Provincial Legislature by virtue of any authority conferred upon it by that sub-section. It appears that by Statutes of the Province of New Brunswick authority has been conferred upon the municipality of Fredericton to raise money for municipal purposes, by granting licenses of the nature of those described in No. 9 of section 92, and that licenses granted to taverns for the sale of intoxicating liquors were a profitable source of revenue to the municipality. It was contended by the appellant's counsel that it was their main argument on this part of the case, that the Temperance Act interfered prejudicially with the traffic from which this revenue was derived, and thus invaded a subject assigned exclusively to the Provincial Legislature. But, supposing the effect of the Act to be prejudicial to the revenue derived by the municipality from licenses, it does not follow that the Dominion Parliament might not pass it by virtue of its general authority to make laws for the peace, order and good government of Canada. Assuming that the matter of the Act does not fall within the class of subject described in No. 9, that sub section can in no way interfere with the general authority of the Parliament to deal with that matter. If the argument of the appellant, that the power given to the Provincial Legislature to raise a revenue by licenses prevents the Dominion Parliament from legislating with regard to any article or commodity which was or might be covered by such licenses were to prevail, the consequence would be that laws which might be necessary for the public good or the public safety could not be enacted at all."

I will merely remark that that line of reasoning and that line of argument which was adopted by their Lordships in this case, appears to me to be extremely cogent and, in fact, is the argument I shadowed to you against the suggestion that to entrust the Provincial Legislature with the power of legislating on licenses would be to interfere with trade and commerce. It may incidentally, of course, affect the particular trade which is dealt with in the licensing law. But the principal object of the Act is not the interference with trade, nor is it aimed at the interference with trade, but is aimed at the regulation of trade carried on by particular persons, within a particular area, for what may be shortly described as police purposes. Then their Lordships discuss the question, whether the Temperance Act properly belongs to the class of subject, "property and civil rights," and they again say, that although the Temperance Act may incidentally and indirectly affect the property of persons within the Province, it is not therefore one of the classes of subjects exclusively given to the Provincial Legislatures, again following out exactly the same kind of argument that because incidentally and indirectly it may touch or affect one of those classes of subjects, it does not therefore come within them. Then, I pass on to page 840: "It was not, of course, contended for the appellant that the Legislature of New Bruns-

wick could have passed the Act in question, which embraces in its enactments all the Provinces; nor was it denied with respect to this last contention that the Parliament of Canada might have passed an Act of the nature of that under discussion, to take effect at the same time throughout the whole Dominion. Their Lordships understand the contention to be that, at least in the absence of a general law of the Parliament of Canada, the Provinces might have passed a local law of a like kind, each for its own Province, and that as the prohibitory and penal parts of the Act in question were to come into force in those counties and cities only in which it was adopted in the manner pre-cribed, or, as it was said, by local option; the legislation was in effect, and on its face upon a matter of a mainly local nature. The judgment of Allen, C. J., delivered in the Supreme Court of the Province of New Brunswick, in the case of *Barber vs. City of Fredericton*, which was adverse to the validity of the Act in question, appears to have been founded upon this view of its enactments." And then he quotes from the Lord Chief Justice. Then: "Their Lordships cannot concur in this view. The declared object of Parliament in passing the Act is, that there should be uniform legislation in all the Provinces respecting the traffic in intoxicating liquors, with a view to promote temperance in the Dominion. Parliament does not treat the promotion of temperance as desirable in one Province more than in another, but as desirable everywhere throughout the Dominion. The Act, as soon as it was passed, became a law for the whole Dominion, and the enactments of the first part relating to the machinery for bringing the second part into force, took effect and might be put in motion at once and everywhere within it. It is true that the prohibitory and penal parts of the Act are only to come into force in any county or city upon the adoption of a petition to that effect by a majority of the electors, but this conditional application of these parts of the Act does not convert the Act itself into legislation in relation to a merely local matter. The object and scope of the legislation are still general, viz, to promote temperance by means of a uniform law throughout the Dominion.

The manner of bringing the prohibitions and penalties of the Act into force, which Parliament has thought fit to adopt, does not alter its general and uniform character. Parliament deals with the subject as one of general concern to the Dominion, upon which uniformity of legislation is desirable, and the Parliament alone can so deal with it. There is no ground or pretence for saying that the evil or vice struck at by the Act in question is local, or exists only in one Province, and that the Parliament, under color of general legislation, is dealing with a provincial matter only. It is, therefore, unnecessary to discuss the consideration which a state of circumstances of this kind might present. The present legislation is clearly meant to apply a remedy to an evil which is assumed to exist throughout the Dominion, and the local option, as it is called, no more localises the subject and scope of the Act than a provision in an Act for the prevention of contagious diseases in cattle, that a public officer should proclaim in what districts it should come in effect would make the Statute itself a mere local law for each of these districts. In Statutes of this kind the legislation is general, and the provision for the special application of it to particular places does not alter its character." Your Lordships will observe, then, that their Lordships were invited to say that which they carefully did not say, namely, that the Provincial Legislature might not have passed a local law for licensing. The ground upon which they upheld the validity of that Act was that it was an Act passed for good government and the maintenance of order in Canada generally, and in the Dominion generally, and was not local in its objects. Their Lordships did not say, and I apprehend they carefully abstained from expressing any opinion, whether an Act dealing with the licensing or the liquor traffic within the Province itself would not be entirely within the jurisdiction and competence of the Dominion Parliament, and, therefore, I venture to submit to your Lordships that my learned friend cannot use and cannot find any part of the judgment in *Russell vs. The Queen* which in any way can be treated as conclusive or *res judicata* upon that subject.

My Lords, I should like to make an observation which I think is well founded upon the construction of the 91st and 92nd sections of the Act. It has been said in

effect that the 91st and 92nd sections of the Act (I do not know that the particular language has been used), are mutually exclusive, and that supposing that the matter is a matter for Dominion Legislation. My Lords that is true in one sense, and it is untrue in another. I quite agree that an Act passed, as the Temperance Act was, for the peace, order and good government of Canada, in relation to matters not expressly mentioned in the 72nd section, extending to the whole Dominion, would be as it was held to be in Russell's case, within the competence of the Legislature, but it does not by any means follow, that an Act passed by the Provincial Legislature, local in its character and area, for a similar subject, would not be within the competence of the Provincial Legislature. It does not by any means follow; because if you consider the latter words of the 91st section, they are these: "Any matter coming within any of the classes of subjects enumerated in this section, shall not be deemed to be coming within the class of matters of a local or private nature, comprised in the enumeration of the classes of subjects by this Act assigned exclusively to the Legislature of the Province." That is to say, that the Provincial Legislature cannot legislate on a matter which is expressly mentioned on the enumeration in section 91, confirming their legislation to the Province, and say that that is of a local or private nature; but where the Dominion legislation is not on any matter which is expressly mentioned in the enumeration of section 91, but is made under the general power to make laws for the peace, order and good government of Canada, it does not by any means follow that the Provincial Legislature cannot make a local law of a similar character.

Sir Robert Collier:—I think we have held that it applies to clause 16, and not to the whole.

Mr. Davey:—Yes; your Lordships have. In a former case your Lordships hold something of the kind.

Sir Arthur Hobhouse:—And in Parson's case.

Mr. Davey:—Yes; what your Lordships said was, that you must read the two sections together, and if you found they covered each other, you must treat one as modified by the other.

Sir Arthur Hobhouse:—With regard to the other fifteen, you must balance the two sections together, and it may be that each Legislature may pass laws on the same subject matter in different aspects.

Mr. Davey:—Yes; for instance, to illustrate what I mean, the Provincial Legislature could not pass a local Act as regards beacons, buoys and lighthouses, and say that it is merely of a local character. I suppose that would be so. But it does not follow from that, that they might not pass—although the Dominion Legislature might pass—a general Act for the whole Dominion, dealing with the subject of temperance, that the Local Legislature, therefore, might not pass a local Act, dealing to a certain extent with the same subject.

It is not unworthy of observation, that in the Act which was in question before your Lordships' Board, in Russell's case, it does not expressly contemplate that the Local Legislatures would pass licensing Acts. In section 112 of that Act, which I have in hand, the Temperance Act of 1878, it says: "Any person who having violated any of the provisions of this Act, or of any Provincial Act, which is now, or may be, from time to time in force, in any Province, respecting the issue of licenses for the sale of fermented or spirituous liquors, or the Temperance Act of 1864, and compromises, or compounds, or settles," and so on, he is to be convicted of an offence. That is the Canada Temperance Act, which was the Act in question in Russell's case.

Sir Arthur Hobhouse:—Then, the Dominion Legislature provides a mode of punishment for violation of the Acts of the Provincial Legislature.

Mr. Davey:—Not quite, it is for compounding an offence.

Sir Richard Couch:—Might that not apply to licenses granted under clause 9?

Mr. Davey:—Clause 9 of which Act?

Sir Richard Couch:—Of section 92—licenses granted for the purpose of revenue.

Mr. Davey:—It might; a compromisor compounds or settles with any person or persons, "with a view of preventing any complaint being made in respect thereto, or if a complaint is made, with a view of getting rid of such complaint, or of stopping,

or having the same dismissed for want of prosecution or otherwise, shall be guilty of an offence under this Act, and on conviction shall be imprisoned at hard labor." They contemplate the licensing laws will be passed by the Provincial Legislatures imposing penalties for infraction of those laws or rules made under the law. This section provides that if anybody attempts to compound so as to get rid of any complaint or stop any complaint being made of the infraction of those laws, he is to be guilty of an offence under this Dominion Act, the object, of course, being to prevent persons compromising or compounding. It is a most curious provision.

Sir Robert Collier :—As to the 9th sub-section, if you agree to the contention that under that sub-section the Legislature could only grant a general license to sell liquors at all times; but that a license to sell liquors, for example, six days in the week would be *ultra vires*.

Mr. Davey :—I do not think I could go so far as that; I think it must be *bond fide* in order to the raising of the revenue.

Sir Robert Collier :—Supposing it were a license to sell liquors six days in the week, would it be *ultra vires*?

Mr. Davey :—I do not see why.

Sir Arthur Hobhouse :—I suppose it would be a question, in each case, whether the Act was really intended for revenue purposes; or whether, under color of revenue purposes, it was really intended to be for a moral purpose?

Mr. Davey :—Or for the promotion of temperance?

Sir Arthur Hobhouse :—I suppose that would be a question in each case?

Mr. Davey :—I suppose so.

Sir Arthur Hobhouse :—You would not contend that, under color of revenue purposes, they could do it?

Mr. Davey :—I do not see why it would be *ultra vires* to grant a license for the six week days, excluding Sunday.

Sir Robert Collier :—I do not know that it is necessary to your argument. It appears to be assumed on the other side that no license would be valid which was not a license to carry on the trade at all times.

Mr. Davey :—I do not see why that should be so, if it were *bond fide*; and that is the way it has been put in the courts in Canada. If it were *bond fide* for the purpose of raising a revenue for local purposes, it would not be bad, because, identically, it had the effect of promoting temperance and good order. It may be said, on the other hand, that supposing you granted a license at all times, you would actually be encouraging Sunday trading. You would be licensing people to trade on Sunday.

Sir Arthur Hobhouse :—This is not framed on the theory that the Provincial Legislature wants more power than the Dominion Legislature to enforce its own Acts.

Mr. Davey :—No.

Sir Arthur Hobhouse :—It is a general provision that there shall be no compounding.

Mr. Davey :—So as to enable people to hush it up. This is a temperance Act for the promotion of temperance, and the Dominion Parliament would not care very much about the Provincial Government losing its revenue, which would be the effect of compounding an information. I should think what they had in their minds, having regard to the scope and object and purpose of this Act, namely, the promotion of temperance, was the practice of licensing laws passed with a view of promoting temperance and sobriety. I should think so. This assumes that the Provincial Legislature will provide its own remedies and be able to enforce its own remedies, and merely makes the offence the compounding or compromising these remedies.

Sir Arthur Hobhouse :—When you first read the section I thought it was a clause passed for the purpose of enhancing penalties on account of the importance of the Provincial Legislature. I see it makes an entirely new offence.

Mr. Davey :—Yes. If the offence being the compounding the misdemeanor or the offence under the Act, whatever it is, that is the offence created by this section.

Now, my Lords, I do not, of course, say that your Lordships are in any way bound, although following your usual course, no doubt you would give respectful attention to the view which has been held judicially in Canada, and there is a most remarkable consensus of judicial opinion in Canada upon this subject. It is not actually unanimous, but I think almost unanimous, that the Local Legislatures can legislate for regulating the liquor traffic within their own jurisdiction. My friend, Mr. Kerr, read to your Lordships a passage from Chief Justice Ritchie's judgment, as if the learned Chief Justice Ritchie was in his favor, but by an accident he omitted to turn over the page, and I think he would not have been so ready to read Chief Justice Ritchie's judgment as he was if he had done so. The case my learned friend referred to was the *City of Fredericton vs. The Queen*, which was reported in 2nd Cartwright, p. 40, in which the Lord Chief Justice says that he adheres to the view which he had suppressed when Chief Justice of the Court of New Brunswick in favor of the power of the Supreme Legislature to legislate. This is in the *City of Fredericton vs. The Queen*, and this is the passage which Mr. Kerr read. Your Lordships remember that *Russell vs. The Queen* was in effect, though not in form, an appeal from that decision: "When I had the honor of being Chief Justice of New Brunswick the question of the right of Local Legislatures to pass laws prohibiting the sale or traffic in intoxicating liquor came equally before the Supreme Court of that Province, and that court, in the case of *Regina vs. The Justices of Kings County*, unanimously held that, under the British North America Act, the Local Legislature had no power or authority to prohibit the sale of intoxicating liquors, and declared the Act in that intent *ultra vires*, and, therefore, unconstitutional. I have carefully reconsidered the judgment then pronounced, and I have had the least doubt raised in my mind as to the soundness of the conclusion at which the court arrived on that occasion. I then thought the Local Legislature had not the power to prohibit; I think the same now. I then thought the power belonged to the Dominion Parliament; I think so still, and, therefore, can constrain to allow this appeal." Your Lordships will observe what the learned Chief Justice was dealing with was a prohibition which the court, over which he presided, and the court over which he had previously presided, thought was an interference with trade and commerce, and, therefore, invalid. Now, my Lord, the case in New Brunswick to which he referred will be found in the same volume of Cartwright, p. 499. It is a case of the *Queen vs. The Justices of Kings County*. The marginal note is this: It was decided in 1875, when Chief Justice Ritchie was the Chief Justice of that court, a New Brunswick Statute, 36 Vic., c. 10, empowered the General Sessions of the Peace to grant licenses, in their discretion, if they should think proper, and they have refused to grant a license to any person whatever. A mandamus was granted for the purpose of compelling them to issue a license to the applicant. The Legislature of New Brunswick, by an Act subsequent to Confederation, declared that no license for the sale of spirituous liquors shall be granted or issued within any parish or municipality in the Province where a majority of the ratepayers, residents in such parish or municipality, shall petition the Sessions or Municipal Council against issuing any license within such parish or municipality. Prior to Confederation there had been no legislation of this character in New Brunswick, and this enactment was held by the Supreme Court of that Province to be beyond the competence of the Legislature. My Lords, I by no means admit that that decision was sound, and whenever it becomes necessary to reconsider it, I should be prepared to give reason why that decision cannot be maintained, but your Lordships observe that what the decision was, was that a Provincial Legislature cannot pass an Act prohibiting the sale of liquors, and it was argued that the liquor traffic is a lawful trade or commerce, and to prohibit any particular trade being carried on within the Province was an interference with the functions of the Dominion Parliament, which had exclusive control over trade or commerce. That is what the Chief Justice says in the passage from his judgment, which was read by my learned friend, but my learned friend did not turn over the page to page 507. If he had, he would have found this, which I commend to his consideration: "We by no means wish to be understood that the Local Legislatures have not the power of

making such regulations for the government of saloons, licensed taverns, &c., and the sale of spirituous liquors in public places, as would tend to the preservation of good order and prevention of disorderly conduct, rioting or breaches of the peace. In such cases, and possibly others of a similar character, the regulations would have nothing to do with trade or commerce, but with good order and local government, matters of municipal peace, and not of commerce, and which principal institutions are peculiarly competent to manage and regulate; but, if outside of this and beyond the granting of the license before referred to, in order to raise a revenue for the purpose mentioned, the Legislature undertakes directly or indirectly to prohibit the manufacture or sale, or limit the use of any article of trade or commerce, whether it be spirituous liquors, flour, or other article of merchandise, so as actually and absolutely to interfere with the traffic in such articles, and thereby prevent trade and commerce being carried on with respect to them, we are clearly of opinion they assume to exercise a legislative power which pertains exclusively to the Parliament of Canada, and, in our opinion, the Act of the Local Legislature (34 Vict., chap. 6) declaring that no license for the sale of spirituous liquors shall be granted or issued within the parish or municipality in the Province, where a majority of the ratepayers resident in such parish or municipality shall petition the Session or Municipal Council against issuing any license within such parish or municipality, is *ultra vires* the Local Legislature of this Province." As I said before, I do not assent to the conclusion at which he arrives, but for the point which I am now arguing before your Lordships. So far from the learned Justice Ritchie being an authority against me, I could not myself express better the point which I wish to submit to your Lordships than he has done in that passage I have read. Whether any logical distinction can be drawn between the regulation and prohibition, is a question which I need not discuss at the present moment. It may be that your Lordships will have to decide it some day, but you have not decided yet, nor, as I conceive, is it necessary for your Lordships to decide it in the present case.

I will not detain you by reading all the judgments which have been delivered by the learned judges in the colonies, but I will ask your Lordships to take a note of what the cost of decision has been in Colonial courts. The earliest case of which I have a note is that case to which I have just referred, which was decided in New Brunswick in 1875, *The Queen vs. the Justices of King's County*, and then the decision was that a prohibitive Act was *ultra vires* the Provincial Legislature, although the Provincial Legislature might pass an Act either for regulating that traffic or any other traffic for police purposes which was peculiarly within the function of municipal institutions or, of course, for raising a provincial revenue. The next case of which I have a note is a case which is reported in 1st Cartwright's case, page 688. It is a case of *Slavin*.

Sir Robert Collier:—That is an earlier case is it not?

Mr. Davey:—Yes, it is earlier. They are not all reported in chronological order by some occult process of distribution of subjects which I have not fathomed myself. It is earlier, in point of fact, I see, because that was March, 1875, and this was in a later month, but they are both in the year 1875. No, I did give your Lordships the earliest. The first one was in February. This is *Slavin vs. the Corporation of the Village of Orillia*. It is a case in the Ontario courts. It is reported in 1st Cartwright's cases, page 688. The marginal note is this: "Under the exclusive legislative authority given to it with regard to municipal institutions, and to matters of a merely local or private nature in the Province, a Provincial Legislature can confer on municipal corporations the power to pass laws wholly prohibiting the sale of spirituous liquors in shops and places other than houses of public entertainment, and limiting the number of tavern licenses, and the conferring such power is not an interference with the regulation of trade and commerce, assigned exclusively to the Dominion Parliament." That, your Lordships see it, was not an actual prohibition, but it was a prohibition to sell anywhere except in certain licensed houses. That is what it practically comes to. They decided that on the ground which is shadowed in the judgment. It is a very long judgment.

Sir Robert Collier :—It is incidental to power to grant licenses. A license would be inoperative if any body without a license could carry on the traffic all the same.

Mr. Davey :—“From and after the passage of this by-law no shop license shall be granted within the Village of Orillia;” and that the sale of fermented wines in shops and places other than houses of public entertainment should be wholly prohibited. It prohibited granting a license to any shop. Then they went on, that no more than nine tavern licenses should be issued within the limits of this corporation. No person convicted during the year last past of a violation of the license laws should be allowed to hold a tavern license during the current year. That is to say, it regulated the granting of licenses, prohibited their being granted to persons previously convicted of an offence against the license laws, and also limited the number of taverns which should be licensed.

Sir Richard Couch :—That was clearly not for revenue purposes.

Mr. Davey :—No; it was for the purpose of promoting temperance. I observe that the Town Hall of the Village of Orillia was called the Temperance Hall. The judgment was delivered by Chief Justice Richards. It was before the Court of Queen's Bench of Ontario, Upper Canada. I have given Your Lordships the reference in Cartwright, but it is also reported in 36 Upper Canada Queen's Bench Reports, page 159. I will not take up your Lordships' time with reading the judgment. I have read it through myself very carefully, and I think I am stating the effect of it when I say that what the court held was that the regulation of the liquor traffic, by imposing the restrictions which were included in that by-law, was a regulation for police purposes, and came within the power of Provincial Legislatures to regulate with regard to municipal institutions. That is the effect of the judgment. It is a long judgment. I will read it to your Lordships if you wish, but I think that is the effect of it. I do not think my learned friend will dispute that that is the effect of it.

Then, my Lords, the next colonial case of which I have a note, is one in the year 1876, and that is *Keefe vs. McLennan*, a Nova Scotia case, decided in the year 1876. And that will be found in second Cartwright cases, page 40. It is also reported in second Russell and Chesley, page 5. The marginal note was this: “A Statute of Nova Scotia, passed before Confederation, imposed penalties for retailing intoxicating liquors without a license, and provided that licenses should only be granted upon the recommendation of the Grand Jury, concurred in by two-thirds of the members present, and accompanied by a petition for the license from two-thirds of the ratepayers of the polling district in which the tavern was to be established.” Again, a sort of local option. Enactments, not essentially different, were in force in the Province before Confederation. Held, that the Act in question was not *ultra vires* of the Legislature. Held, further, that if the restrictions were *ultra vires*, the proper course was to apply for a mandamus to compel the granting of a license, and that a refusal to grant licenses did not justify without a license, or relieve from the statutory penalty thereby incurred. A Provincial Legislature is entitled to legislate with a view to regulate within the Province the sale of whatever may injuriously affect the lives, health, morals or well-being of the community, whether it be intoxicating liquors, poisons or unwholesome provisions, if such legislation is made *bona fide*, with the object of regulation alone, even though, to a certain extent, trade and commerce are affected thereby.” That is the judgment of Chief Justice Ritchie.

Mr. Kerr :—Not the same; it is E. J. Ritchie, a nephew. This is Nova Scotia. Chief Justice Ritchie was in New Brunswick.

Mr. Davey :—I will just read one page of the judgment. It is a very long judgment and cites passages from text books. The view which the Court took, I think, is summed up in the marginal note which I read: “It will be borne in mind,” says the Chief Justice, that the enactment is not whereby all trade in intoxicating liquor is or can be wholly prevented. The sole object of the Legislature was unquestionably the promotion of temperance and the protection of the health and morals of the people, and preservation of the peace and good order of the community, matters of police, which but for the clause in the British North America Act, conferring on

the Dominion Parliament the right to regulate trade and commerce, would have undoubtedly been within the scope of local legislation. The section of the British North America Act which confers legislative powers on the Parliament of Canada, restricts such powers to all matters not coming within the classes of subjects assigned exclusively to the Legislatures of the Provinces." Then he goes through that and comes to this conclusion: "It is not, therefore, to be wondered at, that the Local Legislature should desire to pass such laws as would be likely to lessen an evil fraught with such consequences to the community; and if it cannot do this, because it, indirectly and to a limited extent, affects one of the subjects over which the Dominion Parliament has power of legislation, it must equally and for the same reasons be restrained from making any regulations to protect the community from the evils arising from the sale of unwholesome provisions, or the unrestricted sale of poisons which, it appears to me, it can hardly be contended it has not the power of making; and yet, whatever evils may arise from these sources, they are cast in the shade by those which arise from the excessive use of intoxicating liquors, and even those enactments of our Legislature which prohibit the sale of intoxicating liquors to minors and persons adjudged to be habitual drunkards, and sales made on a Sunday, this all affects trade and must be illegal unless deemed otherwise as police regulations. I cannot but view these and the enactment in question as such, and the Provincial Parliament is, in my opinion, entitled to legislate with a view to regulate within the Province the sale of whatever may injuriously affect the lives, health, morals and well-being of the community, whether it be intoxicating liquors, poisons or unwholesome provisions, if such legislation is made *bonâ fide* with that object alone, even though, to a certain limited extent, it should affect trade and commerce."

Sir Arthur Hobhouse :—That reasoning seems to take rather too wide a range. The judge seems to reason as if the Provincial Legislature could pass laws for peace and good order.

Mr. Davey :—The peace and good order of the Dominion; perhaps that is putting it too high. Take such a thing as nuisances. I daresay there may be such an Act—I do not know whether there is or not—creating an Inspector of nuisances, to inspect the drains and water closets attached to the houses in the Province. It could hardly be said that that would not be within their competence.

Sir Arthur Hobhouse :—That might be a most proper incident of municipal institutions, or they might have the right to say that liquor might be sold in some streets of the city, and not others.

Mr. Davey :—Yes, in order to secure a trade, which is calculated, if carried on unrestricted, to cause a nuisance, or to be a nuisance, being carried on in such a manner as not to create a nuisance.

Sir Robert Collier :—Or selling unwholesome meat.

Sir Arthur Hobhouse :—With respect to a Chinese quarter, one set of regulations, and in another part, another set. The court then seems to think, if you bring the case under the heading of "peace and good order," it belongs to municipal institutions.

Mr. Davey :—It is a very eloquent judgment, but the decision they come to was that it was a matter of police regulation of a local character.

Sir Arthur Hobhouse :—That is the qualification which the reasoning seems to want.

Mr. Davey :—The next case in point of date is one in the year 1880, and that is the case of *Blouin vs. The Corporation of Quebec*. It is reported in 2nd Cartwright's cases, page 368, and also in the 7th Quebec Law Reports. The marginal note is: "Provincial Legislatures may make reasonable regulations for the prosecution of good order in the municipalities under their control, and may, for this purpose, restrict the sale of spirituous liquors." The provision of the Quebec Statute, 38 Vic., c. 74, s. 4, ordering houses in which spirituous liquors are sold, to be closed on Sundays, and on ever day from 11 of the clock at night until 5 of the clock in the morning, is within the competence of a Provincial Legislature.

Sir Arthur Hobhouse :—What court is that?

Mr. Irving :—The Superior Court—not the Court of Appeal.

Sir Robert Collier :— Was that appealed or not ?

Mr. Davey :—No.

Sir Barnes Peacock :—Was it decided upon this Act ?

Mr. Davey :—Yes. These cases in Cartwright, your Lordships are aware, are only cases in the British North America Act.

Sir Richard Couch :—Is it a collection of cases in that Act ?

Mr. Davey : Yes ; it is made, I believe, at the expense of the Government.

Sir Barnes Peacock :—It is a book compiled with all the decisions upon it.

Mr. Davey :—Yes. It was compiled, I believe, at the expense of the Government. It is “Cases on the British North America Act, by Cartwright.” I possess it because the Attorney-General of Ontario presented me with a copy when he was here. I believe it has been done under the direction of the Government. It contains the references to the regular reports as well.

Then there is another case in the Quebec courts which has been carried to the Supreme Court of Canada, but I believe the Supreme Court of Canada have not yet given their decision, and that is a case which is not yet reported in Cartwright, of *Poulin vs. The Corporation of Quebec*, in 7 Quebec Law Reports, page 337. That has been carried to the Supreme Court of the Dominion, and is at present standing for judgment, so of course, it must be read with that qualification. The judgment was, “Considering that, although the Parliament of Canada under the power given to it to regulate trade and commerce, alone has the power to prohibit trade in intoxicating liquors, yet the Provincial Legislatures under the powers given to them, may, for the preservation of good order in the municipalities, which they are empowered to establish, and which are under their control, make reasonable police regulations, although such regulations may to a certain extent interfere with the sale of spirituous liquors, considering that the provisions of the Provincial Act of 42nd and 43rd of the Queen, Chapter 6, ordering houses in which spirituous liquors, &c., are sold, to be closed on Sundays and every day between eleven at night and five in the morning, are by-laws and regulations within the power of the Legislature of the Province of Canada,” and seeing that by section 5 of the last mentioned Statute, keepers of hotels and houses for the lodging and entertainment of travellers are to a certain extent exempted from the operation of the Statute, but seeing that the plaintiff, even according to his own allegations, is not and was not at the time he was prosecuted and convicted as complained by him, one of the persons so exempted, is in consequence ordered and adjudged that a writ of prohibition in this action issued be and is quashed, and the petition of appeal is dismissed with costs.” This was in 1881.

The only other decision is one which, I think, has already been mentioned to your Lordships, which is the *Corporation of Three Rivers vs. Sulte*. That is a Quebec case, too. That is reported in 2nd Cartwright's cases, page 240. This is in October, 1882. It is a case of the Court of Queen's Bench, appeal side. That is the highest court in Quebec. The marginal note is this : “The state of things existing in the confederate Provinces at the time of Confederation and more particularly that which was recognised by law in all or most of the Provinces, is a useful guide in the interpretation of the meaning attached by the Imperial Parliament to indefinite expressions employed in the British North America Act. At the time of Confederation the right to prohibit the sale of intoxicating liquors was possessed by the municipal authorities under the law in force respecting municipal institutions in the Province of Canada and in Nova Scotia, and consequently is to be deemed included in the provisions as to municipal institutions contained in section 92, sub-section 8 of the British North America Act. The Provincial Legislatures have the power, for the purposes of municipal institutions, to pass a prohibitory liquor law or a liquor law which is prohibitory, except under certain conditions. This power is not incompatible with the right of the Dominion Parliament to pass a prohibitory liquor law for the whole Dominion.” This was after your Lordships' decision in *Russell vs. The Queen*. Now your Lordships' see that they went beyond anything which we require in the present case, because it is not necessary to hold, in the present

case, that a prohibitory law would be within the powers of the Provincial Legislature. I am not saying it is not, but I wish to keep that question open. Perhaps your Lordships would allow me to read the comments of the learned judge on the case of *Russell vs. The Queen*, not, of course, as saying that if he differed from it, it would have any weight, but your Lordships might, perhaps, be glad to know the view which is taken of that decision. After citing the previous case, he comes to the conclusion that: "Under a proper interpretation of sub-section 8 the right to pass a prohibitory liquor law for the purpose of municipal institutions has been reserved to the Local Legislatures by the British North America Act. We have suspended our judgment in this case for an unusual length of time, awaiting the decision of the Privy Council in the case of *Russell vs. The Queen*, in the hope that we might find some rule authoritatively laid down which might help us in adjudicating on this case, and in that of *Hamilton vs. The Township of Kingsey*. In this we have been to some extent disappointed. Their Lordships have remained strictly within the issues submitted to them, and have held that the Canada Temperance Act of 1878 does not interfere with sub-sections 9, 13 and 16 of section 92 of the British North America Act, but that it is an Act dealing with public wrongs rather than with civil rights; that it is a matter of general and not merely of a local or private nature in the Province; and that if it affects the revenues of a Province, it is only incidentally. We need hardly say that this is only a very brief summary of their Lordships' judgment, but their reasoning will command general assent, not only owing to the source from which it comes, but also from its cogency. The Judicial Committee then lays down that the Dominion can pass a general prohibitory liquor law. It has specially declared to lay down any rule as to the other sub-sections than those submitted and the one alluded to by Chief Justice Ritchie, and therefore it has not, either expressly or by implication, maintained that the Dominion Parliament can alone pass a prohibitory liquor law, or rather a liquor law which is prohibitory, except under certain conditions, as, for instance, subject to a license for the purpose of the revenue. It may, perhaps, be said that allowing the Local Legislatures to interfere on the prohibition of the sale of liquor, Parliament having generally dealt with the subject, might be inconvenient. In the particular case, we think no inconvenience is to be apprehended, but even if it were otherwise, we should not be disposed to think an argument based on such an objection conclusive. The true check for the abuse of powers as distinguished from an unlawful exercise of them is the power of the Central Government to disallow laws open to the former reproach. Probably to a certain class of mind this interference appears 'harsh' and provocative of grave complications, as has been said, but this is hardly an argument in favor of the courts extending their jurisdiction to relieve the Central Government of its responsibility. It seems to be fairer to leave the rule of expediency to be applied by a body responsible to the people at large rather than to a comparatively irresponsible body like a court. We are, therefore, to revise the judgment in this case with costs."

Sr Robert Collier:—I understand that law was not prohibiting the sale of liquors generally, but prohibiting the sale of liquors without a license?

Mr. Davey:—That was the only point before the court. The argument is, if the license is only for the purpose of revenue, it is competent for the Province to increase the number of licenses, and every person who desires to have it is entitled to it on payment of a specified sum, restricting the number of licenses to be granted, and imposing onerous conditions on it is not for the purpose of revenue, because it rather restricts the revenue than otherwise.

Sr Robert Collier:—That excludes from the granting of licenses certain persons, I suppose; places of public entertainment, I suppose.

Mr. Davey:—I will tell your Lordships what was the question then. The question was, is the corporation appellant authorized to pass the by-law of the 3rd April, 1877, under the local legislation so far as that legislation can authorize; secondly, has the Local Legislature such a right. The Statute under which the by-law is justified was the 38th of the Queen, by which it was provided that the Council

should have power to make by laws, for amongst other matters determining under what restrictions and conditions, and in what manner the Collector of Inland Revenue for the district of Three Rivers should grant licenses to merchant traders, shop keepers, tavern keepers and others to sell such liquors. Then the by-law passed was one providing that a license of \$200 should be paid by anyone authorized to retail liquors before the certificate of the corporation to enable the party to obtain a license was granted.

Sir Arthur Hobhouse :—Was there to be a prohibitory fee ?

Mr. Davey :—Yes.

Sir Arthur Hobhouse :—The contention was, that it was not put on in good faith.

Mr. Davey :—I suppose so. The court (whether it was necessary for them to do so may be doubted) does seem to have gone through all the cases to which I have referred and to have discussed the general question, whether it was competent for the Provincial Legislature to pass a prohibitory law or a law which was prohibitory, subject to conditions.

Lord Fitzgerald :—The latter was the only one necessary.

Mr. Davey :—Yes, assuming that the \$200 was so large a fee as to be considered as imposed for prohibitory and not for revenue purposes.

Sir Arthur Hobhouse :—Was the question as to delegacy taken then ?

Mr. Davey :—No ; in one of the cases I have referred to it was. Now, I think I am justified in saying your Lordships will, I am sure, give weight to the judicial opinion of the different Provinces composing the Dominion. But, my Lords, without referring to those judgments and the decisions to which I have referred as authorities upon my side, I crave the benefit of the arguments which are used in the judgments of the learned judges, not without saying that some of the learned judges have not, perhaps, laid down propositions which were broader or more broad than the necessity of the case before them demanded, and, perhaps, in broader terms than could altogether be supported if they were canvassed, the general drift of the argument I adopt as my own, and I submit to your Lordships that *Russel vs. The Queen* has not decided that it is incompetent for a Provincial Legislature to pass an Act such as the Act now in question before your Lordships, and that the matter being open and not covered by your Lordships' previous decision, it is within the competence of the Provincial Legislature to do so.

Now, my Lords, the second point which my learned friend argued against me was, that supposing the Provincial Legislature had power to pass an Act regulating the liquor traffic, and not being actually prohibitory of the traffic, notwithstanding that it might incidentally and to a certain extent interfere with the regulation of trade and commerce, they say this Act, at any rate, is bad because, as I understand them, it is not an Act of the Legislature itself. The Legislature itself has not legislated, but it has delegated power of legislation on this subject to another body which it has created for the purpose.

Now, my Lords, this reasoning appears to me to proceed upon a fundamental error as to the position of the Provincial Legislature. My friends rely upon the maxim, which is a very good maxim where it applies, *delegatus non potest delegare*, that is to say, an agent who is entrusted with duties by his principal, cannot depute the execution of those duties to another person, which, no doubt, is a sound doctrine of law, but what possible application has it to the present case ? The Provincial Legislature is not a delegate, in any sense whatever, either of the Imperial Legislature or of the Dominion Legislature, or of Her Majesty, or of any other person, or corporation or body. It has a limited power of legislation, so far as the area of legislation is concerned. It can only legislate on the classes of subjects within which its jurisdiction is confined by the Imperial Statute, but within the area of its jurisdiction and sovereign legislation. It is just as supreme and sovereign as the Imperial Parliament. I put it as high as that. It has, what was called in the Indian case before this Board, plenary powers of legislation within the particular classes of subjects. It is not a delegation by the Imperial Parliament or the Dominion Parliament, but it is a Legislature created for the purpose of legislating, and legislating as

fully and as completely, and with as sovereign power, as any other legislation on the classes of subjects which are defined by the Act, and it is an entire misconception and misapprehension to speak, except in a popular sense, of powers being delegated to the Provincial Legislature. They are not delegated to the Provincial Legislature in the sense in which a principal gives a power of attorney to an agent or entrusts an agent with power to do something on his behalf, in which case, no doubt, the agent, without express power, cannot hand those powers to a sub-agent, but the analogy is misleading and untrue. It is not the case of principal and agent, but it is the case of a Legislature created for the purpose of legislating, in a plenary manner, and with plenary powers, but within the restricted limit of the classes of subjects which are entrusted to it, and therefore, my Lords, I answer my friends' argument at the basis. I say the assumption upon which this part of their argument proceeds entirely fails, and I am bold to say that it is open, within the classes of subjects, for the Provincial Parliament to legislate in exactly the same manner, if they think fit, as the Imperial Parliament could do.

Sir Barnes Peacock:—Would you go to the extent of saying that the Provincial Parliament might repeal section 92?

Mr. Davey:—That is an Imperial Statute.

Sir Barnes Peacock:—The Imperial Parliament could repeal that clause with reference to these matters.

Mr. Davey:—That is an Imperial Statute. Certainly not.

Sir Barnes Peacock:—Could it give those powers which the Parliament has given to it over to New Brunswick? Could Quebec give their power to legislate, for instance, over to New Brunswick?

Sir Richard Couch:—That would not be within section 92.

Sir Barnes Peacock:—It would be dealing with these subjects. It might say: we no longer wish to delegate on this and, therefore, we give it over to New Brunswick. The Imperial Parliament could do it.

Mr. Davey:—Possibly not.

Sir Barnes Peacock:—Therefore, it has not quite the power of the Imperial Parliament.

Mr. Davey:—For legislating over these classes of subjects.

Sir Barnes Peacock:—Supposing it says that the power of legislation on these subjects shall be handed over to New Brunswick and not to the Province of Quebec?

Mr. Davey:—I am not absolutely certain it could not.

Sir Barnes Peacock:—I only wanted to know whether your argument goes to that extent.

Mr. Davey:—It is not necessary for it to do so. With the greatest possible respect, unless you can show that the creation of a new Legislature for Quebec or Ontario in this case is one of the classes of subjects, probable not. You would say that is not one of the classes of subjects on which you are to legislate. But in this case I may as well remark, at once, that we are free from a qualification which was suggested, and which is the only qualification in the case of *The Queen vs. Burah*, because then Lord Selborne, declaring the judgment of your Lordships, said, that the Legislature, no doubt, could not abdicate its functions in the sense of transferring general power of legislation to another body, but it so happens that the Legislature of Ontario could do even that, because the very first heading of section 92 is the amendment of the Constitution. That is the first sub-section of section 92. It can alter the legislation.

Sir Richard Couch:—It is the amendment of the constitution of the Province, except as regards the office of Lieutenant-Governor.

Mr. Davey:—They could do what Lord Selborne, no doubt, correctly said in that case, the Indian Legislature could not do, abdicate their whole legislative functions in favor of another body, and, as a matter of fact, one of the Provinces has abolished its House of Lords—has abolished the Legislative Council, and it has only one Chamber.

Sir Arthur Hobhouse :—The Indian Legislature are prohibited from touching the Councils Act.

Mr. Davey :—That is to say, that they could not touch their Constitution.

Sir Arthur Hobhouse :—Within the area of their own legislation.

Mr. Davey :—But the reform of themselves—perhaps reform is an ambiguous word—but the alteration of their own Constitution is one of the objects on which they are empowered to legislate. They could for example, alter the franchise. I do not know what it is in Ontario, but probably household suffrage. They may make it a qualified suffrage. They may alter the number of members in the Legislature, and they may abolish one of the Houses. They might entirely alter the constitution of the Legislature, nor do I see any reason why they should not abolish the Legislature altogether; and as somebody suggested, vest the whole legislative power of the body in a council nominated by the Lieutenant-Governor or by the Crown. There is nothing whatever in the world to prevent their doing so. So that we have not the qualification there was in the Indian case, that they should not pass their general power of legislation on to another body, but that was the only qualification in the Indian case. If that case is read carefully, I think it will be observed that the only qualification which Lord Selborne had in his mind, was not the delegation, if we like to call it so, or rather the empowering of a body, either created by the Act, to make rules and resolutions which should have the force of an Act of Parliament with regard to the particular subjects—he never suggested that would be beyond the competence, but what he was speaking of was an abdication of the general power of legislation.

Sir Arthur Hobhouse :—An attempt to pass the subject matter beyond the power of the Legislature constituted by Parliament. It must remain vested with responsibilities and authority.

Lord Fitzgerald :—Are you not carrying your authority further than is necessary?

Mr. Davey :—I was rather drawn into it by Sir Barnes Peacock's invitation.

Lord Fitzgerald :—I understand your argument to be that the subject matter of legislation is within the power conceded to the Provincial Legislature, under section 92. Then within that subject and locality of the Province it is supreme.

Mr. Davey :—Yes.

Sir Barnes Peacock :—If it could confer those powers on Commissioners, could it not confer those same powers on the Legislature of New Brunswick.

Mr. Davey :—I dare say it could, possibly. I should think probably, the Lieutenant-Governor would veto the Act. That is very likely.

Sir Robert Collier :—That is under the municipal institutions and would not be under the head of "a local nature" in the Province.

Mr. Davey :—It is possible they might pass so grotesque an Act that the rules made by the Legislature of New Brunswick for the licensing laws of that Province shall be adopted and shall be the rules of the Province. Possibly they might, and I do not see why not.

Sir Barnes Peacock :—If they might make the same rules themselves they might do it by reference. That is another matter. Then they might do it themselves.

Lord Fitzgerald :—That would be incorporating the rules.

Mr. Davey :—Now, the passage my learned friend has referred to in the case of *The Queen vs. Burah*, is on page 905 of the 3rd Appeal Cases: "Their Lordships agree that the Governor General in Council could not, by any form of enactment, create in India and arm with general legislative authority a new legislative power not created or authorized by Councils Act."

Sir Robert Collier :—General legislative power?

Mr. Davey :—Yes; or in other words, they could not alter or reform their own Constitution; they could not abolish themselves. That is all that I understand.

Sir Barnes Peacock :—Which Legislature has done away with the Legislative Council?

Mr. Davey :—Manitota has.

Sir Barnes Peacock :—It has only one Chamber.

Mr. Irving :—By its Constitution, which was granted about 1872 or 1873, it had two Chambers; but in the year 1876 or 1877 it abolished the Legislative Chamber.

Sir Barnes Peacock :—How does Manitoba come under this?

Mr. Davey :—There is a power to bring in new Provinces at the end of the British North America Act.

Sir Barnes Peacock :—Had Manitoba the same as Quebec—because Quebec differs from Ontario in this respect—a Legislative Council as well as a Legislative Chamber? I did not know whether Quebec had got rid of it.

Mr. Irving :—No.

Mr. Kerr :—Of course that all turns really on an Act of the Dominion of Canada. My learned friend will remember that it depends entirely on the terms on which they were admitted, as your Lordship will see by section 146.

Mr. Davey :—However that is not necessary for my argument.

Sir Barnes Peacock :—Only you said they had altered their constitution.

Mr. Davey :—So I am told.

Mr. Irving :—And so they have.

Sir Barnes Peacock :—I wanted to know whether they applied to Quebec?

Mr. Davey :—No; the new Province of Manitoba is not one of the original Provinces. The utmost which I wish to carry my proposition is this, that within the area of the classes of subjects within which they have power to legislate, their power of legislation is supreme and unrestricted, and if, as is admitted, the Imperial Parliament legislating on this class of subject might legislate in the manner in which this Act is framed, that is to say, empowering a body of Commissioners or a Board of Commissioners in whom the Legislature places confidence to make rules and regulations within certain defined limits of certain defined objects; there is no objection whatever to such a class of legislation as that. Nor is it, in truth, a delegation of power. The Act of the Legislature says, rules and regulations have to be made for various purposes. Those rules and regulations may require to be varied with the varying circumstances of time and place. We will carefully define the general objects for which those rules and regulations may be made. Whenever necessary we will define the limits within which they may be made, as, for instance, the imposition of punishment and so forth. But the rules and regulations for carrying it into detail or general legislation, we will leave to those local bodies to whom we have entrusted the duty of executing this Act. That is not, strictly speaking, a delegation of power at all, and I should like to ask my friends how far they carry their arguments? I was not here when my friend began his case, and I do not know whether his attention was drawn to the section in the Act which immediately follows the 92nd section and which entrusts education to the Provincial Legislatures. Now that is the 93rd section: It says that they may make laws in relation to education. Does my friend say that under that power the Legislature could not provide for the creation of School Boards, for example, for the purpose of managing the schools—could not give the managers power to make reasonable rules and regulations for the managing of the schools under their control. I cannot conceive anything more inconvenient, certainly, than that the rules and regulations as to the attendance of children, and the fees to be paid, and as to the mode of appointing the school masters and school mistresses and things of that kind, should in each case require to be settled by the Legislature itself.

Sir Barnes Peacock :—Could they pass a law awarding punishment with hard labor to a school master for an offence against the rules?

Mr. Davey :—I should think probably so. I do not know why not. Of course the Imperial Legislature assume that the Provincial Legislature could be trusted with the management of their own affairs. That is the assumption, and the Act must, of course, receive the assent of the Queen's representative. I am illustrating my argument with reference to education, and I venture to submit to your Lordships that not only is there no objection to legislation on this principal, but that it is not a delegation of legislative powers. If the body who are entrusted with the making of these rules

and regulations, make inexpedient and improvident rules, rules which do not command the general assent of the country, it is competent to the Legislature at any time to recall those powers to quash any regulation which is made, and either to take away the power, alter and abolish the rules and regulations which have been made under the existing power, or to modify or restrict them, or to qualify them in any way they please. The Legislature retains its absolute jurisdiction over the rules and regulations, even when they are made by a body which it has created for that purpose.

Sir Barnes Peacock :—Supposing this Legislative Assembly had been dissolved the day after it had made these regulations, it could not have passed these laws itself, because it would be dissolved; but the Commissioners might go on and make these rules. No Parliament in existence could repeal it.

Mr. Davey :—I suppose Parliament is always in existence. Whenever Parliament is dissolved the writ is issued for the election of a new Parliament.

Sir Barnes Peacock :—It is to exist for four years, and the Lieutenant-Governor has power to dismiss that Parliament at any time within that period.

Mr. Davey :—I suppose he must summon a new one. That is a detail to the Constitution.

Sir Barnes Peacock :—If the Parliament gave these powers to the Commissioners then the Commissioners can make by-laws after the Parliament which gave that power had been dissolved.

Mr. Davey :—Undoubtedly.

Sir Barnes Peacock :—It is a continuing power, which would not have remained in the Parliament itself.

Mr. Davey :—Surely that is a misconception. The Parliament is a continual body, subject to a new Parliament being elected.

Sir Barnes Peacock :—But not until a new Parliament had been assembled.

Sir Robert Collier :—One can hardly suppose that any School Board would be dissolved with a dissolution of Parliament.

Sir Barnes Peacock :—But when the Legislature, itself, which gave the power to the Commissioners, was dissolved, they could not have repealed that Act again.

Mr. Davey :—Not that particular Parliament, but the Parliament of the Province could.

Sir Barnes Peacock :—But they would have the power of going on to make laws.

Mr. Davey :—Exactly the same observation applies to an Imperial Statute. I am sorry to say the Imperial Parliament is dissolved from time to time.

Sir Barnes Peacock :—I am only speaking of giving power over to another body which may continue after the particular power which gave it was dissolved.

Mr. Davey :—If your Lordship will forgive me, exactly the same observation applies to the House of Commons. The House of Commons is dissolved and a new one elected, from time to time, and during the interval between the dissolution of one Parliament and the election of a fresh Parliament, it may be said that people run riot because there is no Parliament.

Sir Barnes Peacock :—I am speaking only of giving power of legislation. Parliament, no doubt, could give this power of legislation to the Provinces, which might continue after the Parliament is dissolved. But that was the Imperial Parliament. But could a Provincial Parliament, created under this Act, do that? I am not deciding the question.

Mr. Davey :—No, my Lord, I understand not. I am obliged to your Lordship for suggesting the difficulty to me, but I cannot frankly and candidly confess that I do not quite see the difficulty. It might be said, for example, that the Imperial Parliament by giving power to the judges to make rules and regulations was delegating functions and losing its power over the affairs of this country, creating an *Imperium in Imperio*, but the answer is, if you do not like the rules of the judges, independently of the necessity of laying them before Parliament quite irrespective of that, Parliament can at any time pass an Act of Parliament repealing what is done by any Boards which are empowered to make rules and regulations, and that

is none the less so, because of the necessities of the case. There is always a period when Parliament is either prorogued or may be dissolved. Of course, during the prorogation of Parliament it may be said, and I have known a good many people say, that the Executive Government has a holiday and can do various things during the prorogation of Parliament without its control. So they can, but nobody, I suppose, would say that that in the least degree alters the general broad propositions that the Executive in this country is absolutely under the control of Parliament, because there is a certain time during which Parliament is not sitting, either because it is prorogued or because it has been dismissed and a new Parliament not yet elected. During that time, of course, the controlling power of Legislature cannot be exercised but it exists. The exercise of it is deferred until Parliament meets again, or until a new Parliament has been elected, but it exists. It is only the exercise of it which is deferred. So that, I shall venture to submit, is not a parting with legislative functions, because the Legislature retains its absolute control over the subject matter, and that it may at any time, if rules and regulations are made which are not acceptable to the Legislature, step in and abolish or qualify them in any way it thinks fit, and, therefore, it is not a delegation of functions at all. Numerous examples have been given and I need not weary your Lordships by going over them. In the course of the *Queen vs. Burah* I observe that Sir James Stephen gave numerous examples of delegation, and to us in this country it is a very familiar, particularly to lawyers, mode of legislation to create a body. But my proposition is this, that within the area of its jurisdiction it is a supreme Legislature with plenary power and it is not an extinction of its functions to create a body in whom it has confidence or to empower an existing body to make rules and regulations as to details, for the purpose of carrying them into execution in a more convenient mode, and in a mode which is better adapted to the varying circumstances and demands of time and place. To do that, I say, is not an infraction of the legislative power of the Provincial Legislature.

Sir Barnes Peacock :—Another difficulty which occurs to my mind is this, that these resolutions, or laws or whatever they may be called, would not require the assent of the Lieutenant-Governor; whereas, if they were passed by the Legislative Assembly, they would require that assent, and that assent is one of the things which I think is stated in one of the cases in *2nd Cartwright*, by the Chief Justice, to be a check on the legislation. Now the Legislative Assembly would have a check on the legislation, because it must have the assent of the Lieutenant-Governor. But these Commissioners would have no check on this legislation or on these resolutions because they would take effect without the assent of the Lieutenant-Governor. This is a difficulty which occurs, to my mind.

Mr. Davey :—I answer that in precisely the same way, that the Lieutenant-Governor, when he assented to the Act by which these Commissioners were empowered to make rules and regulations, assented to the rules and regulations which they might make, and it is just the same as if the enactments were in this form, it shall be an offence against the law of the Province to commit any infraction of the rules and regulations to be made by the Commissioners. The Lieutenant-Governor assented to that, and impliedly he assented to the infraction of those rules and regulations being treated as an offence against the law of the Province in just the same way as when Her Majesty assented to the Act of Parliament by which the judges were empowered to frame rules of procedure. She assented to those rules of procedure, when framed by Her Majesty's judges, being part of the law of the land. You may say it is part of the Constitution of this country that every Act shall be assented to by Her Majesty, and no doubt it is; and you may say that the rules and regulations made by the School Board or by other bodies under statutory powers—the by-laws or rules, or whatever they may be made under statutory powers—have not been assented to by the Queen, and therefore have not the force of law according to the Constitution of the country. But the answer is, that where Her Majesty assents to a law empowering a body to make rules and regulations for carrying general legislation into execution and detail the Crown authorizes those and gives its assent to legislation in this form, that these rules and regulations shall have the force of law, or that any infringement of the rules and

regulations to be made by the body shall be an offence against the law and shall be punishable accordingly.

Sir Barnes Peacock :—I am not speaking so much of the rules for regulating the taverns as the infliction of the punishment with hard labor for a breach of them. That is the law which, I think, ought to have the assent of the Lieutenant-Governor.

Mr. Davey :—In principal, I do not see any distinction between them. The substance of the legislation is this : The License Commissioners, or the Police Commissioners, or the Town Council, are empowered to make rules and regulations on certain specified subjects, and within certain limits, and they are empowered to affix certain penalties for an infraction of these rules. The Act of Parliament which has received the assent of the Lieutenant-Governor, says this : "Any infraction of the rules, made by the Police Commissioners, shall be an offence against the law, and shall be punishable by penalty, or if the penalty cannot be recovered, by imprisonment for such period not exceeding what, in the first place, the Commissioners shall fix, and in the second place, within the maximum, what the magistrate may think fit to impose, and also limiting the power of the Commissioners to fix the penalty.

Sir Barnes Peacock :—That would be assenting to a punishment of hard labor for a breach of rules without applying his mind to the question of what those rules were, because he would not know what the rules would be. It would be just the same as saying that for the future, with reference to an Act the Lieutenant-Governor's consent should not be necessary.

Mr. Davey :—I really do not follow that.

Sir Barnes Peacock :—Could he assent to hard labor for a breach of the rules that he had never seen ? Could he apply his mind to it ?

Mr. Davey :—I do not see why not. What he has applied his mind to is this, creating a fit body for the purpose of making police regulations. He has applied his mind, if it is necessary he should apply his mind, to the question of a proper body to make proper rules and regulations for this, and he has determined, in the exercise of his wisdom and in his discretion, that any infraction of those rules, when made by the body which he has selected, and made, of course, within the limits defined by the Act empowering them, shall be an offence, and shall be punishable with a certain punishment. That is what he has applied his mind to, and that seems to me, with great respect, a very sensible kind of legislation, and indeed the only way in which you can legislate for a variety of different subjects. I do not know much about the criminal law, but I believe criminal Statutes often provide that a particular offence may be punished by any number of months of imprisonment, not exceeding, say, six months. That is a very common form of legislation,—leaving the particular punishment to the discretion of the magistrate or judge who tries the case. It may be just as well said that because the action within limits of the particular punishment to be given to a particular offence is left to the magistrate, that punishment is inflicted without Parliament having applied its mind to it.

Sir Barnes Peacock :—It could apply its mind to this : whether the maximum was excessive.

Mr. Davey :—As it has here.

Sir Barnes Peacock :—It does not know what the rule is.

Mr. Davey :—I beg your Lordship's pardon; that is so.

Sir Barnes Peacock :—On the maximum of the punishment or the punishment for breaking the rule when created.

Mr. Davey :—I venture to say that that is a detail which it is perfectly competent for the Legislature to leave to be worked out by the rules.

Lord Fitzgerald :—Sitting in a Crown court I have often had to exercise a discretion between one day's imprisonment and penal servitude for life—absolutely in the discretion of the judge, and that discretion conceded to me by the Legislature.

Mr. Davey :—Yes; and the punishment probably was imposed within those limits of Statute for a particular class of offences, and you might just as well say that

Parliament had not, as, of course, it had not, applied its mind to the proper punishment for the particular offence committed.

My Lords, with great respect, when once you get to this, as I submit, undoubted proposition, that the Provincial Legislature is not exercising delegatory powers but exercising supreme powers of legislation, the mode in which they legislate on particular subjects is beyond cavil or objection, and even supposing that there was a delegation of powers to a larger extent than there is in the present case, that would not be a valid objection to the legislation of the Province, provided it is applied to the classes of subjects on which it is made to the Legislature any more than it would be to the Imperial Parliament. That is my argument, and, of course, it is possible to put cases and to ask whether one goes as far as this, that or the other. I should not, myself personally, shrink from saying that they may do whatever they please with reference to the classes of subjects, just as the Imperial Parliament may, although people generally trust the Imperial Parliament, wrongly sometimes, not to go astray, and I therefore submit to your Lordships that the Act, at any rate, which is in question—the Licensing Act of 1877—cannot be attacked on the ground that it contains a delegation of power, and it is not immaterial to observe that the Act which was in force at the time of the Confederation was one of exactly the same character. It is true that the particular body who exercised the power in question in this case, and who are called License Commissioners, were at that time called Police Commissioners, but the power entrusted to them, although different in detail, was precisely the same in principle.

Then, my Lords, say my learned friends, assuming your Act is good, your resolution is *ultra vires*, and the first ground on which they say it is *ultra vires* is a very odd one indeed, and that is, because they say it deals with billiard saloons.

Sir Robert Collier:—Is not there another question before that—I do not wish to interfere with the order of your argument—namely: whether it was within the competency of the Provincial Parliament to pass a law giving hard labor.

Mr. Davey:—I am coming to that afterwards, my Lord.

Sir Robert Collier:—Take that in your own course.

Mr. Davey:—They put that in two ways; first, that the Provincial Legislature itself could not impose hard labor.

Sir Robert Collier:—If they themselves could do it, I should, speaking for myself, have no difficulty as to the power of delegation. The main question upon that seems to me whether they themselves had the power. Take that at any time which is convenient to you.

Sir Arthur Hobhouse:—There is another main point connected with this part of the subject, and connected in fact with both the points you have been dealing with, whether, if the Provincial Legislature has power to pass an Act of this kind, and to use this agency to carry it into effect by making sub-rules and sub-regulations, must not an Act under class 8 “municipal institutions.” Now, in point of fact, the agency employed here is the Liquor License Commissioners or revenue body, and the municipal institution in the place is not employed in this case.

Mr. Davey:—It is only an additional municipal institution.

Sir Arthur Hobhouse:—It bears a little on both parts of the argument; the question whether it is a municipal institution, and whether this is under chapter 8, the agency to be employed to make resolutions of this kind?

Mr. Davey:—On that point I should submit that looking at the legislation as it stood at the time of the Confederation, that both the Police Commissioners and the License Commissioners who were substituted for them, but which are very much the same body under another name, are municipal institutions. You may divide up the municipal functions. For example, I can explain what I mean by reference to the Act in force when the Confederation Act was passed, which, as your Lordships know, was an Act of 1866: “An Act respecting the Municipal Institutions of Upper Canada.” It is on page 30 of that book. This is the Municipal Act which was in force at the time of Confederation. I do not place much reliance on it, beyond what it is worth, but your Lordships will observe it is “An Act respecting the Municipal Institutions

of Upper Canada," and section 246 empowers the Council of every county, township, city, town, and incorporated village to pass by-laws for certain purposes, which do not include these.

Sir Richard Couch :—That is the same as section 454 of the revised Statutes.

Mr. Davey :—They may pass certain by-laws for certain purposes, not all of which are named, but have nothing to do with this. They are not for licensing, but that is the Council for any county, township, city, town and incorporated village, and then section 249 is the licensing section. Then they gave the licensing power to the Council of every township, town and incorporated village, and to the Commissioners of Police in cities, treating them both as they are, in fact as municipal institutions.

Sir Richard Couch :—But under the Licensing Act now, it is a different municipality, because it is in each city, county, union of counties or electoral district; and then in sub-section 1 of section 4 it is spoken of as a municipality.

Mr. Davey :—Yes.

Sir Richard Couch :—That is another municipality.

Mr. Davey :—I gather from the language of these Canadian Statutes that every portion of the country belongs to some municipality or other.

Sir Richard Couch :—Either to a county or electoral district, union of counties or electoral district. That is at page 52.

Mr. Davey :—What I want to point out on the Statute of 1866 is, that this being a Statute respecting municipal institutions, it treats the Commissioners of Police in cities in the same way as the Council of other municipalities and confers the licensing powers on them respectively. It is merely a division giving the Police Commissioners the licensing power instead of the Council, of the municipal functions dividing them up between two bodies and saying that particular functions should be exercised by the Council and other functions by the Police Commissioners. Then that Statute was altered, as your Lordships know, in 1877.

Sir Arthur Hobhouse :—I suppose that Act of 1866 has been repealed?

Mr. Davey :—Not till the year 1877, by the revised Statutes of 1877.

Mr. Kerr :—It was repealed by the 32 Victoria. It is shortly put there, but the repealing part is not in the book.

Sir Barnes Peacock :—This was a Canada Act before the British North America Act.

Mr. Davey :—Yes, it was a Canada Act.

Sir Barnes Peacock :—Canada, containing the two Provinces of Ontario and Quebec?

Mr. Davey :—Yes. There appears to have been an Act, in the year 1868-69, dealing with tavern and shop licenses.

Sir Barnes Peacock :—This Act was subsequently repealed under the British North America Act powers.

Mr. Davey :—Those sections from 249 to 263 and sections 265, 266 and 267 of the Act of 1866, and also a subsequent Act, so far as inconsistent with this Act and all other parts of the Act which may be inconsistent with this Act, are each and every one of them hereby repealed.

Sir Arthur Hobhouse :—A most perplexing mode of repealing; you have to read both Acts carefully.

Mr. Davey :—They re-enact it in substance. Section 6 says: "The Council of every township, town or incorporated village, and the Commissioners of Police in cities, may pass by-laws and grant certificates to obtain tavern licenses."

Mr. Kerr :—There are no Commissioners of Police except in cities.

Mr. Davey :—"And the Commissioners of Police in cities may respectively pass by-laws for granting certificates for obtaining tavern licenses," and so on, and limiting the number of tavern and shop licenses regulating the houses or places to be licensed, prohibiting the sale except by retail in taverns, and prohibiting the sale altogether in shops and places other than houses of public entertainment. That is the Act of

1869. That still treats the Commissioners of Police as the municipal body instructed with duty. Then we come to the present licensing laws.

Sir Arthur Hobhouse :—There is an intermediate Act on page 49 of this volume, 1875-76 : “ All powers and duties conferred and imposed upon the Commissioners of Police and Municipal Councils by virtue of the said recited Act,” that is the Liquor Act, “ shall hereafter exclusively belong to, and be received and performed by a Board of License Commissioners.”

Sir Richard Couch :—That introduces the License Commissioners.

Mr. Kerr :—That is one under which the Board was first formed.

Sir Arthur Hobhouse :—Does that power continue ?

Mr. Davey :—That is continued by the revised Statutes which enacts the same things in rather different language. On page 52 : “ There shall be a Board of License Commissioners, to be composed of three persons, to be appointed from time to time by the Lieutenant Governor for each city, county, union of counties or electoral district, as the Lieutenant Governor may think fit, and any two of the said Commissioners shall be a quorum.”

Sir Arthur Hobhouse :—Your argument is, that it is not the less a municipal institution, because the power is not exercised by the Municipal Council of the place ?

Mr. Davey :—Yes.

Sir Arthur Hobhouse :—That is a strictly local. The Board of License Commissioners seems to be a local body, appointed for each city, county, union of counties, or electoral district.

Mr. Davey :—Yes. We are dealing with a city law—the City of Toronto. Just as we should say that a Burial Board, or a local Board of Health in England would be a municipal institution, although the powers of it are exercised by a board appointed or elected *ad hoc*, instead of by the general council of the corporation or municipality: It is a municipal institution, that is to say, an institution for municipal government, as distinguished from provincial or Imperial government.

Sir Arthur Hobhouse :—If this power had been given to a central body, sitting at some Canadian Somerset House, it could hardly be said it was a municipal institution.

Mr. Davey :—No. I should say it was a provincial institution.

Sir Arthur Hobhouse :—But being a local body—

Mr. Davey :—But being a local body, my submission is that it is a municipal institution, that is to say, an institution which exercises powers of local government. That is a familiar phrase to us ; it is a local government within an area less than the whole country or Province.

Sir Barnes Peacock :—What power did that Act give—the 39 Victoria says : “ Whereas it is expedient to amend the Act passed in the thirty-seventh year of Her Majesty’s reign, intituled : ‘ An Act to amend and consolidate the law for the sale of fermented and spirituous liquors.’ ”

Mr. Davey :—That is not printed, because it is in the revised Statutes. It was practically repeated in the revised Statutes.

Sir Barnes Peacock :—No, in the revised Statutes they do not give the same power. Section 70 does not give the same power.

Mr. Davey :—Does not give the same power as what ?

Sir Barnes Peacock :—It does not give to the Commissioners the same power as the municipal body had. It gives them the power to make rules, but those rules are to be enforced by the laws of the municipal body.

Mr. Davey :—My friend has misapprehended the Act, I think.

Sir Barnes Peacock :—The 39th Victoria refers to an Act to amend and consolidate the laws for the sale of fermented and spirituous liquors.

Mr. Davey :—That is the Act of 1874. Your Lordships have not been troubled with those earlier Acts, but I can go through them if you like. I have them in my notes.

Sir Barnes Peacock :—I wanted to see whether that gave the power to give hard labor for fifteen days and a certain fixed sum.

Mr. Davey :—I will take you through it if you please. If your Lordships will look at page 46, that was the Act to amend the law for the sale of fermented and spirituous liquors, and that made it the duty, if your Lordships will forgive me, of the Council of the township, town, or incorporated village, and the Commissioners of Police in cities to pass by-laws for, amongst other things, 1st: "For defining the conditions and qualifications requisite for granting certificates. 6th. For regulating the taverns and shops to be licensed." Then section 18: "In all cases, where intoxicating liquors are, or may be, sold by wholesale or retail, no sale or other disposal of the said liquors shall take place therein, or on the premises thereof, or out of, or from the same to any person or persons whomsoever, or after the hour of 7 of the clock on Saturday night, till 6 of the clock on Monday morning thereafter, and during any further time on the days and any hours on other days during which, by any Statute in force in this Province, or by any by-law in force in the municipality wherein such place, or places, may be situated the same, or the bar-room, or bar-rooms thereof, ought to be kept closed, save and except in cases of urgency, when it is required for medicinal purposes." That, your Lordships see, prohibits any tavern being kept open during specified times, from Saturday to Monday, compels them to be closed, and during any time which may be fixed by by-laws to be made. The section 34: "For punishment of offences against section 28 of this Act, a penalty for the first offence against the provisions thereof of not less than \$20 with costs, or fifteen days imprisonment with hard labor, in case of conviction, shall be recoverable from and leviable against the goods and chattels of the person or persons who are the proprietors in occupancy or tenants or agents in occupancy of the said place or places, who shall be found by himself, herself or themselves, or his, her or their servants or agents, to have contravened the enactment in the said 28th section or any part thereof; for the second offence a penalty against all such of not less than \$40 with costs, or twenty days imprisonment with hard labor; for a third offence," and so on. Then section 48, "In all cases where the Board of Police Commissioners in cities are authorized to make by-laws either under this or any other Act or law, they shall have power in and by such by-laws to attach penalties for the infraction thereof, to be recovered and enforced by summary proceedings," and so on; "in the manner and to the extent that by-laws of City Councils might be enforced under the authority of the Municipal Institutions Act, and the convictions in such proceedings may be in the form set forth in the said Act." Then the next license law was the one which is printed next on page 49. That was an Act, 1875, and it recites: "Whereas it is expedient to amend the Act passed in the thirty-seventh year of Her Majesty's reign." That is the Act, 1874, to which I have just referred, and then it substitutes License Commissioners to be appointed by the Lieutenant-Governor for Police Commissioners and the Municipal Council, that is to say, it makes one licensing body, then it gives power to the Licensing Commissioners. It is not printed at length, because it is so substantially repealed in the Statute of 1877, and therefore it was not thought necessary to reprint it. Then, in the year 1877 we have two revised Statutes—the Act respecting Municipal Institutions and the Liquor License Act of that year—and that your Lordships see, renewed or rather repeated the provisions for the exercise of the powers of the Act by the License Commissioners, and now we have the sections set out here again under which the License Commissioners have made the by-laws in question. They may at any time pass a resolution or resolutions for regulating and determining the matters following: "For defining the conditions and qualifications requisite to obtain tavern licenses." We have nothing to do with that. Then 4: "For regulating the taverns and shops to be licensed." 5: "For fixing and defining the duties, powers and privileges of the Inspectors of Licenses for their district." Then section 5: "In and by any such resolution of a Board of License Commissioners, the said Board may impose penalties for the infraction thereof." Then section 43: "In all places where intoxicating liquors are or may be sold by wholesale or retail, no sale or other disposal of the said liquors shall take place therein, or on the premises thereof, or out of or from the same to any person or persons whomsoever, from and

after the hours of 7 of the clock on Saturday night till 6 of the clock on Monday morning thereafter, and during any further time on the said days and any hours or other days during which by any Statute in force in this Province, or by any by-law in force in the municipality wherever such place or places may be situated, the same or the bar room or bar-rooms thereof ought to be kept closed." It is the same provision as we had in the other Act. Then we have section 59: "For the recovery of penalties in money under this Act and legal costs." That, I think, does mean the penalties imposed by the Act itself. Then section 70: "In all cases where the Board of License Commissioners in cities passes a resolution in pursuance of the powers conferred upon them by the 4th and 5th sections of this Act, and in and by any such resolution penalties are imposed for the infraction thereof, such penalties may be recovered and enforced by summary proceedings before the Police Magistrate (if any), or before any Justice of the Peace having jurisdiction in the manner and to the extent that by-laws of Municipal Councils may be enforced under the authority of 'The Municipal Act,' and the convictions in such proceedings may be in the form set forth in section 407 of the said last mentioned Act." By some oversight we have not got all the necessary sections of that Act printed, but I think it refers back to sections 400 to 407. I have a full copy of the Act here and sections 400 to 403 are under the head of penalties. One of your Lordships, in the course of my learned friends' argument, asked which clauses did we say were referred to, I say sections 400 to 403, and from 404 to 407, which provide the procedure, and section 454 which gives power to the municipal body to make the by-law for putting in force the procedure. I say they are referred to and all incorporated by reference, and are to be read as part of the licensing Act *mutatis mutandis*, that is to say substituting License Commissioners for Municipal Council. That is the proper mode, You are to incorporate these sections in the licensing Act of 1877 *mutatis mutandis*, I think the only change that will be necessary will be substituting the word "resolution" for the "by-law," and the words "Police Commissioners" for "Municipal Council." Your Lordships will see that in applying the procedure of the Municipal Institutions Act, which we are told to do, it necessarily is implied that the by-law or resolution of the body in question imposes the penalty necessarily as you will see directly when I read the 404th section. It necessarily implies that a by-law has been passed as may be passed, imposing a penalty and defining the amount of imprisonment which may be given in order to enforce the penalty, necessarily I think. Now, reading section 400 first, which I think probably applies only to penalties imposed, the words are: "Every fine and penalty imposed by or under the authority of this Act"—I doubt whether it applies to anything which was not imposed by the Act, but I will read it—"may, unless where other provision is specially made therefor be recovered and enforced with costs by summary conviction before any Justice of the Peace for the county or of the municipality in which the offence was committed, and in default of payment the offender may be committed to the common gaol, house of correction or house of lock up of such county or municipality, there to be imprisoned in the discretion of the convicting justice not exceeding (unless when other provision is specially made) 30 days, unless such fine and penalty and costs, including the costs of the committal, are sooner paid. Then your Lordships see the discretion is only given to the convicting justice, and no reference is made to any by-laws or restrictions, and that leads me to believe that that section was only intended to deal with cases where the Act itself imposed a penalty, and was for the recovery of penalties imposed in the Act itself.

Sir Barnes Peacock:—Then hard labor is not given?

Mr. Davey:—Not as it is mentioned in the next section, but apparently dropped out because the power to make the by-laws, which applies to section 401, does say with or without hard labor, and apparently the words dropped out of that clause, and they were supplied by an amendment Act, which is on page 54 of the Pink Book. "Section 400 of the said Act (the Municipal Act) is hereby amended by introducing the words, 'and with or without hard labor, after the words, 'thirty days,' in the 10th line of the said section." The 401st section is the section which, I think,

implies to penalties imposed by by-law. "The justice or other authority before whom a prosecution is had for an offence against a municipal by-law, may convict the offender on the oath or affirmation of any credible witness," &c., (reading the section to the words) "with the costs of prosecution." Now, staying there, it is to my mind—I do not often use that expression—obvious, according to the plain meaning of the words, that if the by-law imposes, for example, \$20, the judge or magistrate may give that sum or any part of it.

Sir Arthur Hobhouse :—He cannot exceed it.

Mr. Davey :—The \$20 is only the maximum.

Sir Robert Collier :—It seems to expect that the by-laws shall specify the amount and the term of imprisonment.

Mr. Davey :—And then it goes on: "And may by warrant, under the hand and seal," &c., &c., (reading a further passage from the section to the words) "to be levied by distress." Section 402: "In case of there being no distress found, out of which the penalty can be levied, the justice may commit the offender to the common gaol, house of correction, or nearest lock-up-house, for the term, or some part thereof, specified in the by-law." I agree that is not very grammatical, but what is obviously meant is, the term specified in the by-law or some part thereof. Now, your Lordships observe that that 402nd section necessarily implies that some term of punishment has been specified in the by-laws, and therefore you cannot apply this 401st section and this 402nd section without necessarily implying the power to the License Commissioners to make by-laws fixing the term of imprisonment.

Sir Robert Collier :—It seems almost directly that the by-laws shall specify a term.

Mr. Davey :—If they do not, then the justice is without jurisdiction, because he can only commit for the term specified in the by-law, or some part thereof necessarily implying that some term shall be specified in the by-law.

Sir Robert Collier :—If no term is specified in the by-laws then there would be a difficulty.

Mr. Davey :—He could do nothing.

Sir Barnes Peacock :—But the License Commissioners are not to pass the laws. It is to be enforced in the same way as under the municipal law.

Mr. Davey :—Then read these two sections, 401 and 402, into the Licensing Act. Treat them as incorporated *mutatis mutandis* in the Licensing Act, and then all you do is to substitute "resolution" for the word "by-law." I do not know that there is any great difference between them. In case of there being no distress found out of which the penalty can be levied, the justice may commit the offender to the common gaol, house of correction, or nearest lock-up-house for the term, or some part thereof specified in the resolution. That is how I read it incorporated in the licensing Act implying that same term in the resolution. Then, my Lords, I say that the 454th section is also incorporated by reference so far as necessary. That provides the procedure for enforcing the penalties, and thus gives the necessary power to the Municipal Council for making the by-laws which put this procedure in operation. Unless the by-laws are made, the procedure cannot be put in operation, and the licensing Act says the procedure is to be the same. I do not say it is a very happy mode of legislation. I myself dislike legislation by reference of any kind. It is extremely difficult to follow, but the way to read that 70th section, according to my argument, is to read these sections into that Act *mutatis mutandis*. Now, the 454th section is: "The Council of every county, townships, city, town and incorporated village, may pass by-laws. Reading that *mutatis mutandis* I say the License Commissioners of every city, county, union of counties or electoral district, may pass resolutions for, amongst other things, inflicting reasonable fines and penalties, not exceeding \$50, inclusive of costs. That limit of course is altered by the Act. Then "for breach of any of the resolutions of the Commissioners for collecting such penalties and costs by distress and sale of the goods and chattels of the offender. For inflicting reasonable punishment by imprisonment with or without hard labor, either in a lock-up-house, or in some town or village in the township, or in the county gaol

or house of correction, for any period not exceeding twenty-one days, for breach of any of the by-laws of the 'License Commissioners' in case of non-payment of the fine inflicted for any such breach, and there being no distress found out of which such fine can be levied;" and then there is an exception in the case of certain acts for the suppression of certain houses of ill-fame in cities, "except for any breach of any by-law or by-laws in cities, and the suppression of houses of ill-fame for which the imprisonment may be for any period not exceeding six months, in case of the non-payment of the costs and fines inflicted.

Sir Arthur Hobhouse :—Now I am wrong in supposing this is the only section which provides for the by-laws that are referred to in sections 401 and 402.

Mr. Davey :—I think so, and then I ought to mention that it intended to incorporate section 402 is perfectly plain from this, because the form of conviction is given, and it says that convictions in such proceedings, contemplating therefore that there shall be proceedings before the justice, ending if necessary in imprisonments may be in the form set forth in section 407, so that it necessarily involves the incorporation by reference of section 402 as well as 401, and if 402 is incorporated it necessarily involves or implies a power to make by-laws fixing the term of imprisonment.

Sir Arthur Hobhouse :—And that brings in 454.

Mr. Davey :—Yes, and the result according to my submission to your Lordships, is that those sections 401 to 407 the subsequent sections after 402, are merely dealing with the way in which penalties are to be disposed of and as to who may be witnesses, and 454 are incorporated in the Licensing Act by reference *mutatis mutandis*, the necessary change being to change the word "by-laws" into "regulations," and the words "Council of any city" into the words "License Commissioners" or "Commissioner," or "Board of License Commissioners." Therefore, I venture to submit that the resolution in question and the conviction in question was warranted by the Act, that is to say, that the infliction of penalties and the conviction was.

I will next take the question of hard labor. I think the only thing they say about that is that the Provincial Legislature had no power to impose hard labor as a punishment for the infraction of any law of the Province.

Sir Robert Collier :—That is not given by section 92.

Mr. Davey :—They say that section 92 only enables the Provincial Legislature to impose the specified punishment, merely punishment by fine, penalty or imprisonment. Now, my Lords, I venture to submit that that is a most narrow and unnatural construction of the Act. There is no magic in hard labor. It is quite true that the courts construing penal Acts in favor of the subject, that is of the criminal, unless a judge is expressly empowered to impose hard labor do not imply the power to impose hard labor, or more than what is called simple imprisonment. There is no principle involved in imposing hard labor. Hard labor is merely defining and regulating what is to be done by the criminal, or with the criminal during the period of his confinement. You might just as well say, no doubt hard labor aggravates the punishment, so does being a second class misdemeanor aggravate the punishment, a first class misdemeanor I believe is very well off, a second class misdemeanor is worse off. It aggravates the punishment, of course, but after all it is an incident to the punishment, just as the diet, or the clothes, or the amount of exercise, or the attendance at Divine worship, or other regulations of prison discipline, and it is only an incident to the imprisonment.

Sir Barnes Peacock :—If he is ordered to be imprisoned, the gaoler cannot put him to hard labor. It is a very different thing from simple imprisonment.

Mr. Davey :—The question is, whether in an Act which confers on a Legislature power to deal with punishment by imprisonment as a class of subjects, that is to say, not imposing the punishment for any particular offence, but enabling them to deal with imprisonment as a class of subjects, you are not to construe that as including imprisonment with all its incidents or to use the language of a learned Judge now on the Bench, Sir James Stephen, it does not include all kinds of imprisonment as a

first-class misdemeanant, imprisonment as a second-class misdemeanant, imprisonment with hard labor, imprisonment without hard labor.

Sir Robert Collier :—Or solitary confinement.

Mr. Davey :—Possibly.

Sir Arthur Hobhouse :—Or short commons.

Mr. Davey :—Or short commons. It is a totally different thing where you are construing an Act imposing imprisonment as punishment for an offence which a judge may inflict. Then our law, with that tenderness which it always has for the restraint of the liberty of the subject, says that unless hard labor is expressly mentioned the judge cannot inflict it, and I quite agree that that is the law. But that is wholly inapplicable to an Act which is not imposing imprisonment as a punishment on anybody for any particular offence, or for any class of offences, but merely defining that class of subjects which are to be within the competence of the Legislature, and my submission to your Lordships is, that when punishment or imprisonment is conceded to the Provincial Legislature as one of the classes of subjects which they are competent to legislate, it must, according to my rational construction, include imprisonment with all its incidents and imprisonment of every kind.

Sir Robert Collier :—Imprisonment is the genus, with or without hard labor the species.

Mr. Davey :—Yes, your Lordship puts my argument in the concisest possible way.

Sir James Peacock :—And solitary confinement the same.

Mr. Davey :—Yes; otherwise you come to this absurdity which, to my mind is a very strange piece of legislation; otherwise you say, although a Provincial Legislature may impose imprisonment as a punishment for the infraction of any of its laws, it must go to the Dominion Legislature to pass an Act adding hard labor to the imprisonment, which seems to me rather a grotesque piece of legislation; that is to say, that my friend's contention is that the Dominion Legislature is solely and exclusively entrusted with the power of punishing in one of the most ordinary modes an infraction, not of one of their own laws or a law with which they had anything in the world to do, but of a law of a Province with which they had nothing to do. If that be the result of the 91st and 92nd sections, it is rather a surprising one, and it is much more likely that the Legislature, in using the general word "imprisonment," intended to include what Sir James Stephen—I will not use the language myself in summoning up the provisions of the English Act—calls "various kinds of imprisonment," than that they intended anything of the kind.

Sir Robert Collier :—What are you going to read from now?

Mr. Davey :—It is only an illustration, I am not quoting it as an authority. It is the digest of the Criminal Law, by Mr. Justice Stephen, page 5, chapter 1 "of punishments." Act 4, punishments of imprisonment, and then summoning up the provisions of the 28 and 29 of the Queen, chapter 126, he puts it in this way; and if your Lordships remember, it was a specimen code more than anything else. "The punishment of imprisonment consists in the detention of the offender in prison, and in his subjection to the discipline appointed for prisoners during the period expressed in the sentence. Imprisonment is of three kinds, imprisonment with hard labor, imprisonment without hard labor, imprisonment as a misdemeanant of the first division. Imprisonment of the first and second kinds, may, in the cases hereafter specified, be accompanied or not with solitary confinement. I only use that as an illustration, that in asking your Lordships to hold with, I must say, the Canadian judges, that the word "imprisonment" is the genus, and contains in itself the species included in that genus. I am not making any fanciful use of language of my own, but I am adopting the language of one who has made the criminal law his study, and who speaks of imprisonment as being of three kinds; and of imprisonment with hard labor as being only a kind of imprisonment.

Now, my Lords, I cannot state my argument better upon that point than by reading a little more than my friend has done by the judgment of the Canadian court in the case of *The Queen vs. Trawley*. Chief Justice Spragge states the argu-

ment better than I do, and I do not know that I have anything to add to it. I have it here in the second vol. of Cartwright's, p 576. It is reported in the 7th Ontario Appeal Reports, p. 246. My learned friend told your Lordships, and I have no doubt, correctly, that this case, which is now under appeal before you, Hodge's case and Trawley's case, were decided together, so that this is, practically, an appeal from that portion of Frawley's case as well. I have no doubt my friend is speaking from personal knowledge, and, no doubt, correctly, but my learned friend read to your Lordships a part of the judgment of the judges, and did not read quite so much as I think I should like to read. On p. 582 the learned Chief Justice Spragge put the argument in this way: He admits the principal that "a judge trying a party for an offence has not authority to award a punishment beyond that which he finds in the Act or by a plain rule of criminal law annexed to the offence. The position of a Legislature is widely different." Then he cites the language of Vattel.

Sir Robert Collier:—What is the language of Vattel, there?

Mr. Davey:—It is in the judgment in this case more fully. That constitutional charters are to be construed liberally in the substance of it. Your Lordships will find that at p. 21 of the record of this case: "The most important rule in cases of this nature is that a constitution of government does not, and cannot from its nature, depend in any great degree upon verbal criticism, or upon the import of single words." That is to say, a constitutional charter is not to be criticised like a special plea. "Such criticism may not be wholly without use; it may sometimes illustrate or unfold the appropriate sense that unless it stands well with the context and subject matters it must yield to the latter. While, then, we may well resort to the meaning of single words to assist our enquiries, we should never forget that it is an instrument of government we are to construe, and, as has been already stated, that must be the truest expression which best harmonizes with its designs, its effects and its general structure." I agree that is a little vague, but still I think it is a sound principal that you are not to criticise the language of a constitutional charter, or of an Act of Parliament of this kind, like a criminal indictment, and I should say that it is a perfectly sound distinction to say that although a criminal Act, imposing imprisonment as a punishment for a definite offence, would not authorize the judge to give hard labor, but simple imprisonment, unless so expressed, it does not follow from that that in a constitutional charter, or if my friends object to that expression, an Act of Parliament conferring legislative power on a Provincial Legislature, you are to construe the word imprisonment with the same strictness. Then the Chief Justice goes on: "The Confederation Act gives power to Provincial Legislatures" (my friend read this sentence) "to make laws in relation to a number of classes of subjects. The necessity of conferring power to enforce these laws was foreseen. The Act does not say that persons convicted of offences against these laws may be punished by fine, penalty or imprisonment, but it confers powers to make laws in relation to punishment in the same terms as are used in relation to other legislative power conferred, or in the words of the Act, the power of imposition of punishment by fine, penalty or imprisonment, is one of the classes of subjects in relation to which exclusive power or legislation is conferred, in order to the enforcing any law of the Province in relation to the enumerated classes of subjects. It must be conceded that the power thus expressly conferred is to be limited to punishment by fine, penalty or imprisonment. Still, in interpreting the words used, the rule as to construing the Act with strictness, or even with reasonable strictness, does not apply." I think, perhaps, that sentence is open to criticism. "It does not, in my judgment, apply, because it is used in conferring power upon a Legislature, nor in simply annexing to a crime its penal consequences in which latter case the rule of strictness has always been the rule of construction, while in the case of what Vattel calls an instrument of government, which in the Confederation Act, certainly no such rule prevails." I do not complain of my friend's criticism on that sentence which he read, because I think it is open to criticism. It is not expressed with so much accuracy. The next sentence my learned friend did not read, but it seems to me to contain the *kernel* of the Chief Justice's argument.

The word imprisonment does not *ex vitermini* exclude the imposition of hard labor, for we find in the Municipal Act in force at the date of Confederation, the term imprisonment with or without hard labor, and in Acts in force at the same date, we find it declared that a sentence of imprisonment in the penitentiary shall include hard labor, whether expressed or not.

Sir Robert Collier :—In what Act was that ?

Mr. Davey :—That would be a colonial Act, declaring that imprisonment in the penitentiary shall include hard labor, whether expressed or not.

Sir Barnes Peacock :—Does that—an interpretation clause.

Mr. Davey :—I do not know the Act itself.

Mr. Irving :—Your Lordships will find it at page 6 of the Red Book.

Sir Barnes Peacock :—Has that got an interpretation clause ?

Mr. Irving :—At page 7, at the top.

Mr. Davey :—When a person has been convicted of an offence for which imprisonment, other than in the penitentiary may be awarded, the court may sentence the offender to be imprisoned or to be imprisoned and kept to hard labor in the common gaol or house of correction, and may also direct that the offender shall be kept in solitary confinement for a portion or for portions of the term of such imprisonment, not exceeding one month at any one time, and not exceeding three months in any one year.

Sir Arthur Hobhouse :—It is section 102 : “The sentence of any person to be imprisoned in the provincial penitentiary shall, whether expressed or not, include hard labor.”

Mr. Davey :—Yes, that is the section : “What is nearer to the case before us ? By section 100 of chapter 99 of the Consolidated Statutes of Canada, we find it enacted that when a person has been convicted of an offence in which imprisonment, other than in the penitentiary may be awarded, the court may sentence the offender to be imprisoned, or to be imprisoned and kept to hard labor in the common gaol or house of correction, and it enables the court to sentence him also to solitary confinement. “The provision of the Municipal Institutions Act of 1866, respecting work houses and houses of correction, section 417, authorizing commitments with or without hard labor, and the Co-operative Associations Act of the previous year, authorizing the same punishment, may also be referred to. The Imperial Parliament, in framing the Confederation Act, must be taken to have known what was the law in the Province in relation to the classes of subjects enumerated in sections 91 and 92, and have known, therefore *inter alia* the provisions of the Municipal Institutions Act of 1866, Parliament, therefore knew that in order to the enforcing of by-laws of municipal corporations, imprisonment with hard labor was one of the means authorized by the law of Upper Canada.” I referred you to the section of the Act of 1866 : “But it is said that imprisonment with hard labor, as a direct punishment, could not be awarded for selling liquors without license. That is so, but imprisonment with hard labor could be awarded in the event of non-payment of fines and in the absence of distress. It was then awarded in order to the enforcing of the law, the very purpose for which imprisonment is authorized by section 92, the imposition of punishment by fine, penalty or imprisonment for enforcing any law,” &c. It would be abridging the power already possessed by the Provincial Legislatures to deny to them the power exercised in this case for imprisonment, whether it be abridged directly for breach of the law, or because the culprit has not paid the fine inflicted, and there being no means of levying, it is, as put in section 92, a punishment in order to the enforcing of the law. Parliament found Provincial Legislatures possessed of enforcing the laws of their Provinces in regard to matters of police regulation (as well as in regard to the criminal law, outside of all matters of police) by imprisonment, with or without hard labor. The Provinces surrendered *inter alia* their power of legislation to the criminal law. They received *inter alia* express power to enforce the powers of the Provinces by fine, penalty or imprisonment, to enact laws in relation to so enforcing them. Then, he says that he regards the Act as the fruit of a compact. “It is reasonable to read the Act, as if intended to fetter the Provincial

Legislatures as to the kind of imprisonment which they should judge to be reasonable and proper for an infraction of their laws, even to abridge the power in matters of police regulation—matters peculiarly within their Province which they already possessed. The amount of fines, the kind of penalty, the duration and place of imprisonment—are all left wholly to the Provincial Legislature, but if this clause of the Act has been correctly interpreted, the Legislatures were powerless to say how those sentenced to imprisonment should be employed; the effect would be that they were to be within the walls or yards of the prison, but unemployed—idle. It is safe to say that the word "imprisonment" could not have been received in that sense by the parties chiefly interested in the compact—the Provinces; and we are assisted in the meaning which the Imperial Parliament would attach to the word by the course of Imperial legislation for many years back." Then he refers to some Imperial Acts; but I have looked through them, and I really do not think that I ought to trouble your Lordships with them, because they do not seem to me to have much bearing upon it.

Well, my Lords, that states my argument on that question of hard labor, and I submit to your Lordships that in any reasonable construction of the 92nd section of the British North America Act, punishment by imprisonment includes punishment by imprisonment, with any of the ordinary incidents of such punishment, including hard labor. If that be so, then I do not understand my friends to dispute that if the Provincial Legislature had power to enable the License Commissioners to inflict hard labor, they have done so; or to provide for the infliction by a judge, of imprisonment without hard labor, they have done so, and I need not say anything more on that point. The only other point that remains, therefore, is this: that they say the resolution is *ultra vires*, and the particular resolution under which he was convicted was *ultra vires*, because it regulates a billiard saloon. Now, that is a most astounding fallacy. The power is to regulate a tavern. There is no question that this billiard saloon was part of the tavern. The power is not to regulate the bar of the tavern, but to regulate the tavern, and the tavern is not confined, as my learned friend seemed to suggest, to the bar. Your Lordships are not troubled with any questions of fact, as to whether this billiard saloon was or was not part of the tavern. In my experience of a bar of this character, you generally find a billiard saloon in one room and the bar in another room, leading out of the billiard saloon, although there may be a separate entrance to both; but your Lordships are not troubled with the question because the magistrate finds, as a fact, that the billiard saloon was in the tavern, and was part of the tavern. Well, if they have power to regulate the tavern, even adopting Mr. Kerr's rather fine distinction, that it is a regulation of the place and not of the person, though how you could regulate the tavern without regulating, to a certain extent, the tavern keeper, I do not quite see. Even adopting that distinction in making a resolution for the regulation of a tavern, surely it is competent for them to say the use to which the tavern shall be put. It would be competent for them to say you shall not use the tavern for carrying on any other business. For instance, you shall not have a barber's shop in the tavern, or that which they are much more likely to have done, you shall have a barber's shop in the tavern, or they might say, if you choose to use your tavern for carrying on another trade, you shall only do so under different restrictions. They might say, for example, as they have said, that if you use your tavern for carrying on a perfectly lawful business, that of a billiard saloon keeper, which you can only do if you are specially licensed for that purpose, you shall only do so under certain conditions. That is not regulating his business as a billiard saloon keeper; it is regulating the use of the tavern. "You shall not use any room in the tavern as a billiard saloon for the purpose of carrying out your business as a billiard saloon keeper, except under certain conditions." That is not a regulation of his business as a billiard saloon keeper, although it may indirectly affect it, but it is a regulation, strictly speaking, of the use to which the tavern may be put. Then the billiard saloon license, if your Lordships look, is a personal one. It is a license to him to have a billiard saloon with one table in it at any place within the City of Toronto, not necessarily a tavern or in connec-

tion with a tavern. No doubt he could not use any part of his tavern as a billiard saloon without obtaining a license for that purpose, but I do not see how the two things clash at all. Of course he must comply with the provisions of the law which has affected him as a licensee of a billiard saloon, but if he uses his tavern, or a room in his tavern, for carrying on his business of a billiard saloon keeper, he comes under not only the provisions of a law regulating the granting of licenses to billiard saloons, but the provisions of the law regulating the use of taverns, and it is as a regulation regulating the use of the tavern that he gets, but in this case, and not by any by-law or regulation of the business of a billiard saloon keeper. My Lords, I really think the distinction upon which my learned friends place so much reliance, though I think it is a fine one, between regulation of the person and regulation of the place, tells against them, because the billiard saloon license is a personal license. He may have the place wherever he pleases, but, say the License Commissioners, or they may be asumed to say: We know that billiard saloons lead to a lot of drinking, and are generally or frequently accompanied by a good deal of drinking, and that they attract a number of persons to spend their evenings in the tavern, and if you have a billiard saloon in your tavern, we know, as a matter of experience, that it will attract a number of persons to come there, and being there they probably will think it necessary to have some refreshment. We do not prohibit you using the tavern for your business as a billiard saloon keeper if you like, but if you do so, then we impose the following regulations on that use of the tavern." I venture to submit to your Lordships that it was perfectly within their competence to do so, that it was not an interference with the Billiard Saloon License Act, or with the body entrusted with the licensing. A man is free to carry on his business of a billiard saloon keeper where he likes, but if he chooses to do so in a tavern, he must submit to the regulations affecting the use of the tavern for that purpose.

Then my learned friend, Mr. James, said it was a discrimination, which is an error. It is not a discrimination any more than if you impose conditions and restrictions upon the providing of food in a tavern. I suppose no one would doubt that it would be a competent regulation of a tavern to say, no food shall be supplied after a certain date—the tavern shall be closed, in fact. You might just as well say that inasmuch as the tavern keeper is carrying on both businesses, one of a seller of drinks and another of a seller of eatables, that it is imposing a discrimination on him in respect of his business as a seller of eatables, because a person who sells eatables and does not sell drinks may keep open his house to any time he pleases. It is not a discrimination of time *quæ* seller of eatables. It is merely saying to him you are not bound to carry on your trade of selling eatables, or your trade of keeping a billiard room in your tavern, unless you like, but if you do so we regulate the use of the tavern for that purpose in a particular mode.

Then, my Lords, my learned friend says, that the by-laws were unreasonable, but that with the utmost respect which I always feel for anything that falls from Mr. Jeune, was a misapprehension founded on a wrong construction of the Act. He said the ground on which it was unreasonable was, that it imposed a hard and fast penalty of \$20 and fifteen days' imprisonment. I have already read sections of the Act to your Lordships, and I think your Lordships will see that the Act contemplates that a particular fine and a particular term of imprisonment shall be mentioned in the by laws, and it gives the judge a discretion according to the circumstances of the case, to impose the whole or part of the penalty, or to give imprisonment for the whole or part of the term mentioned.

My Lords, I think I have now given such answer, as occurs to me, to every point which has been touched on in the course of the arguments of the other side. My learned friend, Mr. Irving, of the Canadian bar, who is with me, will, no doubt, fill up any vacuum I have left in the argument, and I will now leave the case in his hands.

Mr. A. Irving:—I feel, my Lords, that I shall have very little to say, and that little it will be more becoming to speak of in the most concise way, after the exhaus-

tive argument we have heard, really concerning all and every point, I submit, which has been stated by the counsel for the appellants.

I was hardly prepared for so wide a range of objection, which to my mind had not been discussed in the court below, and although there are three principal points here, I hardly thought this court would have been troubled or probably would have given leave to appeal, in respect to some technical matters, when, as we find in the judgment of His Lordship Chief Justice Haggarty, in the court of first instance: "It was stated to us that the parties desire to present directly to the court the very important question whether the Local Legislature, assuming that it had the power themselves to make these regulations and create these offences, and annex penalties for their infraction, could delegate such powers to a Board of Commissioners or any other authority outside their own legislative body." I rather assumed that we were to have, on this occasion, three principal questions to discuss: the question of delegation, the question of the right of the Legislature to deal with the licensing power, and the question of hard labor. However, in a matter of this kind, everything is to be added in the sense of helping the appellants with regard to discussing a question of a conviction.

Upon the point of delegation I consider that I shall be very brief indeed. The way in which this case has been placed before your Lordships is that the same question of delegation would apply to either of the branches of the Legislature, either the central or the provincial—that if the Provincial Legislature has power to delegate, equally so has the Parliament of Canada, and if one has not, neither have, because with reference to their respective spheres, the powers are quite as plenary or sovereign in the one case as in the other. There has been a very recent case passed upon by the Court of Queen's Bench in Canada, which has only occurred to me in consequence of some suggestions which fell from one of your Lordships yesterday, with reference to what action the Parliament of Canada had ever taken in respect of delegation, and I think the case is a very material one to bring before your Lordships, because it arose where there would be the greatest tenderness of construction, and that was upon a conviction in a capital case. There, on behalf of the prisoner, was started, and subsequently came before the Court of Queen's Bench by writ of error, this very important question, that as criminal procedure is wholly within the Parliament of Canada, therefore, as a necessary consequence, the jury law or jury system can only be enacted by the Dominion of Canada, whereas this man is being tried by a jury system which is the outcome of the law of the Province of Ontario. To that it was answered that the Parliament of Canada had delegated their power in that respect to the Province of Ontario, and that construction was upheld. The Court of Queen's Bench on writ of error, on so momentous an occasion as this, determined that it was, and that there was full power on the part of the Parliament of Canada to delegate to the Provinces the important question of criminal procedure. Another point was also raised, that the jury system was not so much criminal procedure, but was part of the constitution of the court under one of the exclusive powers contained in the 92nd section, but the Court of Queen's Bench did not deem it necessary to go into that question, and they put their judgment upon the one ground that I am now explaining to your Lordships, of full power of delegation. That is reported in 2 Cartwright, page 644. I will not read the head note at length, after the explanation to which your Lordships have been pleased to listen. The case is *The Queen vs. O'Rourke*, and these four lines state the decision sufficiently: "That the Dominion enactment was not an unconstitutional delegation of legislative authority, and was not *ultra vires*, and that a selection of jurors made in the manner prescribed by the Ontario Acts was valid for the purpose of a criminal trial.

Sir Robert Collier:—I suppose the Canadian Legislature had enacted something to the effect that the Ontario Legislature might provide for the constitution of jurors.

Mr. Irving:—They did.

Mr. Davey:—The Canadian Legislature had given legislative force to an Act of Ontario.

Mr. Irving :—It is very brief to read the section 44 of the Dominion Act. "It is declared and enacted that any person qualified and summoned as a grand juror or petty juror in criminal cases, according to the law which may be in force in any Province in Canada, shall be and shall be held to be duly qualified to serve as such juror in that Province, whether such were laws passed before or be passed after the coming into force of the British North America Act, subject always to any provisions of any Act of the Parliament of Canada, and in so far as such law is not inconsistent with any such Act." That was the Act of the Parliament of Canada itself, and by the judgment of the Court of Queen's Bench, in a case where anything would be intended and the prisoner would be helped. This was a very striking case of delegation of power which prevailed.

Sir Arthur Hobhouse :—Is that an Ontario judgment?

Mr. Irving :—An Ontario judgment of the same court from which this is an appeal, as it happens.

Then, my Lords, I have no more to say on that point, I might have expatiated further, but that the learned counsel has brought to your notice the very strong legislation by the first sub-section of the 92nd clause, which enables this Legislature or any Legislature to alter its constitution, and in so strong and sweeping a power as that how very much minor is it to deal with a question such as we have here before us.

Sir Barnes Peacock :—Does that apply to altering these two sections, clause 91, which speaks of a distribution of legislative powers. No. 5 deals with the "Provincial Constitutions," and then comes this, as the 6th condition: "Distribution of legislative powers." Could they alter that under those words?

Sir Robert Collier :—That would be more than a change in their own Constitution.

Mr. Irving :—They could do nothing to repeal the Imperial Act.

Sir Barnes Peacock :—Or alter this power under No. 6.

Sir Arthur Hobhouse :—They could not re-distribute the area of legislation.

Mr. Irving :—But I think they could deal with the matter generally, and if they were to do so grotesque a thing as to abdicate their functions for the time, I suppose it might be argued that they could, but I hardly think I need be called upon to go into so sweeping a question as that on this occasion.

[Adjourned for a short time.]

Mr. Irving :—Upon the question whether the conviction is an observance of the statutory enactments made by the Ontario Legislature, that is, assuming the Ontario Legislature to have power, whether the proceedings have been properly followed, whether the License Commissioners have observed and whether the form of the conviction is in accordance with the law, is the second subject I propose to address your Lordships upon. When I see how fully the Statutes have all been brought to your Lordships notice, I think I have no more to add with reference to that, with the exception of one or two matters that have fallen in the course of argument. A question was asked whether, if the conviction was bad in part, or if any part of the by-law or resolution was bad in part, could it be read as being good in respect of such matters as were in point on this occasion. I really do not know that it is necessary to cite, to your Lordships, authority upon that fact. But in Archibald's Criminal Pleadings, the 19th edition, page 56, and the 18th edition, page 53, every fact and circumstance laid in an indictment of which it is not a necessary ingredient in the offence, may be rejected as surplusage. *The King and Jones, 2 Barnewell and Adolphus, 611.*

Sir Barnes Peacock :—Adding hard labor to imprisonment would hardly come within that, would it?

Mr. Irving :—No. I will deal with that in a separate branch. The only question, as I understand it, was, if the resolution of the Commissioner, happened to embrace matters beyond their strict powers, if within other matters it was within the offence which had been established here, cannot that part of the resolution be struck out as surplusage? *The Attorney General of New South Wales vs. Macpherson,*

2 Law Reports, Privy Council Appeals, 268: "Addition to a charge of a tort that it was in contempt of a Legislative Assembly may be rejected as surplusage."

Lord Fitzgerald:—The point would rather be this, whether, if the by-law or resolution exceeds the authority of the License Commissioners or if the imposition of hard labor was not warranted, we can reject that part and uphold the conviction as to what is good. I think you will find direct authority for that, at least as to the by-law, that you may reject the portion which you consider to be beyond the authority and uphold the remainder.

Sir Barnes Peacock:—It is held in *Comyn* that a by-law void in a part is void in the whole.

Lord Fitzgerald:—Recent authority has given to this extent that a by-law is not bad as to the whole, if the bad part is separate from the rest.

Mr. Irving:—Then as to whether the liquor license Act is or is not *ultra vires* of provincial powers, I should say it is. The principle upon which we support our legislation is primarily that at the time that the British North America Act was passed there was an existing constitution of law, and that the particular law that we are now speaking of is to be found under the heading of "municipal institutions." In the present view I submit that there was ample legislation and that the exceptions or difficulties which have been raised by the appellant must be inapplicable generally, because there are several questions, such as harbors, lighthouses, beacons and the like, which is beyond fair argument to assume as being part of "municipal institutions," to which I answer, that those very matters are matters which are especially appropriated or distributed to the Parliament of Canada under those respective heads. So that when it is said municipal institutions, as a whole, cannot pass to the Provincial Legislatures by reason of lighthouses, harbors, and the like, not being matters properly within municipal control, my reply is true in respect to that, but in order that there shall be no mistake on the subject, the Imperial Parliament did distribute those cases, those exceptions, if I may say so, into and range them under the head of the 91st section. They became illustrations of the exceptions engrafted upon municipal institutions, and they also are illustrative of this, that trade and commerce is not to be construed in that general way that the appellants have placed before you, but rather in the circumscribed way which your Lordships have already determined in the leading case of *Parsons vs. The Citizens Insurance Company*. Now, I can see no reason for occupying your time with dilating on the judicial language in *The Citizen Insurance Company* and *Parsons*, and the way it had been dealt with since by the Provincial courts, because it is fully assented to; it stands as the law of the country, which must bind us all.

Now, it was stated by the learned counsel who led for the respondents, that subjects might possibly be dealt with in a different aspect under different heads; and if the Parliament of Canada, for instance, has not dealt with it, then there would be but the Provincial law to take into consideration. We have had that quoted in the case of *L'Union St. Jacques vs. Belisle*, 1 *Cartwright's cases*, p. 71; and we also see in 2 *Cartwright's cases*, 372 and 373, by Chief Justice Meredith; 2 *Cartwright's cases*, 287, by Mr. Justice Ramsay—cases in which this is again re-echoed as the language of the Privy Council, and as such it must govern.

The question is whether the Municipal Act of 1866 does not cover all that we are now claiming to support in this present case. The Act in force at the time, in 1866—the last Session of the last Parliament of the old Province of Canada, and upon which, immediately afterwards, the British North America Act was passed—is an Act respecting Municipal Institutions of Upper Canada. That Act covers the whole question which we are now dealing with as a whole; and any changes which have been made by the Ontario Legislature have been, except in the change of machinery only, as it were, apportioning the general powers into a division for the matter of mere local convenience of the Municipal Act, and of the Act relating to the liquor license traffic. There is no broad principle in the Liquor License Act that is not fully contained in the Municipal Act.

Sir Barnes Peacock :—The Municipal Act of 1866 passed before the North America Act.

Mr. Irving :—Yes.

Sir Barnes Peacock :—It was passed under the Act of 1840, was it not? It depended on an Act of the Legislature of Canada, not Ontario.

Mr. Irving :—Yes; the Legislature of the joint Provinces under the name of Canada.

Sir Barnes Peacock :—Then we must look to that Act and see what they had power to do, must not we?

Mr. Irving :—Do I understand your Lordship to refer to the Imperial Union Act?

Sir Barnes Peacock :—Yes; that was in 1840.

Mr. Irving :—That Imperial Union Act, as far as this question is concerned, merely created the old Province of Canada as having plenary powers of legislation upon all subjects fully. It did not, that I remember, and I cannot believe that I have omitted anything, specify there actually that the Provinces were to legislate in respect to municipal institutions or upon any subject. They had a general right of power in respect to all subjects.

Sir Barnes Peacock :—There were no words like these are in this that shall exclusively exercise it?

Mr. Irving :—No.

Sir Richard Couch :—It was one Parliament for that union?

Mr. Irving :—It was one Parliament for that union.

Sir Richard Couch :—There will not be any occasion for it.

Mr. Irving :—No. The point your Lordship has suggested is what was, as it were, the original power of the Provincial Legislature, and that, I think, is to be found here at page 10 of the the Statutes 21, refers to the 32nd Geo., 3rd C., 1. That refers to what is called Quebec Act. I need hardly say to your Lordships that it was first the Province of Quebec, at the time of the conquest; that then the Province of Quebec was divided into two Provinces, Upper and Lower Canada, as separate and then came the Union.

Sir Barnes Peacock :—In 1840?

Mr. Irving :—Yes; the Union was in 1840. The original legislation is to be found XIV Geo. 3rd. That is the original Act. That Act was amended. That was giving them a power of legislation upon all subjects. There is no limitation. Therefore, when these several Provinces were confederated together all those general powers passed into the whole of Canada. Speaking of Canada and its Provinces, subject, of course, to this distribution. We, therefore, say that a competent Legislature, in 1866, having full and plenary power, did establish, in respect of what is now Ontario, the municipal institutions of Upper Canada, and that particular law remains in force until this day. Under clause 129 of the British North America Act the all laws then in force have been continued as laws for the Provinces and for the general Dominion, and so to remain until altered by either of the respective Legislatures having power over the subject matter under the the terms of the British North America Act: "Except as otherwise provided by this Act, all laws in force in Canada, Nova Scotia or New Brunswick at the Union shall continue in Ontario, Quebec, Nova Scotia and New Brunswick, respectively, as if the Union had not been made. Subject, nevertheless, with respect to such as are enacted by or existing under Acts of Parliament of Great Britain, to be repealed, abolished or altered by the Parliament of Canada or by the Legislature of the respective Provinces, according to the authority of Parliament or of that Legislature under this Act." We have not reminded your Lordships of that clause until now. That, of course, is final, as I respectfully submit, upon the fact that the law of 1866, as to the municipal institutions of Upper Canada is the law, except where authority, having authority under the distribution in the 91st and 92nd clauses has chosen to legislate. I say that, generally speaking, without such matters as we have already spoken of, lighthouses, beacons, buoys and things of that kind, and harbors, which are specially appointed to the Dominion Parliament, we have to look to this Statute as the proper definition of what are municipal institutions. If we have got as far as that, then I

say, to use the words of Chief Justice Spragge, this legislation is but a change of the machinery of the Act.

Sir Barnes Peacock :—Do you call the License Commissioners a municipal institution.

Mr. Irving :—Yes.

Sir Barnes Peacock :—It is quite distinct. Two Acts are passed in the same year, one for municipal institutions and one for the License Commissioners.

Mr. Irving :—Yes ; I will deal with that now, At page 31, the Act I am now speaking of, says : “ The Council of every township, town and incorporated village and the Commissioners of Police in cities, may respectively pass by-laws for granting tavern license certificates and for the granting of shop licenses,” and so forth.

Sir Barnes Peacock :—We must go back to see what the Council consisted of.

Mr. Irving :—That is here. The Council consisted of an elective body ; the councils of all those municipalities consisted of elective bodies, but in respect of tavern licenses and liquor questions, as it were, the Legislature of 1866 thought proper to appropriate to cities a special Board of Commissioners of Police. In all the other municipalities, townships, towns and incorporated villages the regulation of taverns was in the councils proper, but in the cities, yielding probably to the idea that councillors of cities might be influenced, they appointed a separate board of Commissioners of Police. The present law is a separate Board, known as the License Commissioners, the appointment of which is provided for, and which it is seen are of a wholly different character, because it is an honorary appointment.

Sir Barnes Peacock :—Those License Commissioners consist of three persons ?

Mr. Irving :—They do.

Sir Barnes Peacock :—They were not like the Councils of the old municipal corporations ?

Mr. Irving :—No.

Sir Barnes Peacock :—How does the Statute which gave the Councils of the municipal corporations power to do things, extend it to the three persons who are appointed License Commissioners ? They are two separate Acts, the License Commissioners Act, and a new Act respecting Municipal Corporations. They deal with them as separate bodies. In one Act, the last clause speaks of the powers of the laws to be enforced in the same manner as is done in the other Act.

Mr. Irving :—One of the Acts transferred all the powers and authority which had, up to that time, been vested in the Commissioners of Police in the cities, to a new Board.

Sir Barnes Peacock :—But that was a new Act. It does not come under that section which continued the Acts of Canada after the Confederation.

Mr. Irving :—No. What I submit is, that it is a change which is quite justified by the language of the British North America Act, which says that the Provincial Legislature shall have a right to make all laws and all changes in laws having relation to the following subjects. There is nothing forced ; there is nothing difficult ; there is nothing out of the way.

Sir Barnes Peacock :—I am only speaking now as to the constitution of the Act of 1866. You are aware that the Act of 1866 is binding now ?

Mr. Irving :—No. I say it is the foundation, and that all the legislation from that time up to this by the Ontario Legislature is based upon the classes of subjects and powers which are contained in that 66th section, except those isolated cases, such as beacons, and matters of that kind, which are specified in the distribution in favor of the 91st clause. Therefore, I say that when the Provinces legislated on these subjects, they were legislating in relation to that class of subjects which is contained in the 92nd clause, and not going out of it. The powers of the municipalities which were in force and recognized by law up to 1867, when they were altered, are contained in all the clauses from page 36 to page 40, and your Lordships will see the great body of laws that there is there, which are, in a general sense, after all, but police regulations, and which would be subject to be entirely destroyed, in the view that has been presented

to you, that these matters, which are local regulations in respect of matters of trade, are to be affected by the general power of the Dominion to regulate trade and commerce. It is wholly impossible to suppose that the Imperial Parliament, at the time that, in 1867, they legislated for us and dealt with this question of municipal institutions, taking the exact word of the Statute which had been passed the year before, brought here before them by the same men, who were members of that Legislature, that we should be charged with having this Statute narrowed as far as its powers are to the Province, beyond those special matters that are described in the 91st clause, and that trade and commerce, in that general way, does not interfere with my line of argument, because we have many instances in the 91st clause enumerating powers wherein trade and commerce would be infringed upon—banks, insolvency, harbors, lighthouses, perhaps interest, I am not sure, and several matters of that kind, which ordinarily would come within trade and commerce, and which it would have been wholly unnecessary to have embraced in that Act of “trade and commerce,” were to have that wide interpretation that my learned friends insist upon.

Sir Barnes Peacock :—Your argument, as I understand, means to say that the Legislature themselves could have legislated upon these subjects under clause 16 of the 92nd section?

Mr. Irving :—Yes; but not, of course, applying to any matters contained in the 91st section.

Sir Barnes Peacock :—You mean to say, on these subjects the Legislature might have legislated within those powers which are given by the 92nd section.

Mr. Irving :—Yes; and they have legislated, and the powers now questioned are only powers in which, as I say, they had full power to legislate under that Act of 1866. This may be looked upon as somewhat in the nature of common law of the country had it been introduced at that time. I do not know that it is a proper term to use. We have always that to look upon as some kind of guide to what is within and without the powers to be classed under “municipal institutions.” In the case of *Angus vs. The Queen Insurance Company*, 1 Cartwright, page 129, your Lordships have approved of the idea of looking at subsisting legislation as fair argument in construing the Dominion Act.

Sir Barnes Peacock :—I thought you meant to say it came under that Act.

Mr. Irving :—No; what I say is that we have not exceeded anything that is in that Act, and therefore all the powers in that Act are an exception upon trade and commerce, or anything else, in so far as police powers or municipal regulations are concerned.

Now, I come to the other question connected with the imposition of hard labor. The judgment in the case of *The Queen vs. Trawley* has been brought to your Lordships' notice. If your Lordships look to the original report of the case, as in the recognized reports in the Ontario Court of Appeal, 7th Appeal Reports, 246, you will see that *The Queen vs. Hodge* and *The Queen vs. Trawley* are not only argued together, but the judgment was passed upon them together.

Sir Robert Collier :—We quite understand that.

Mr. Irving :—His Lordship Chief Justice Hagarty, in the court below, lamented that he could not give judgment—that the Ontario Legislature had not power to give hard labor, in a case of so much importance to the maintenance of good order as a case of this kind.

Sir Barnes Peacock :—What was the offence in that case?

Mr. Irving :—Selling liquor without license. There was no reason given why the word “imprisonment” should not be implied as carrying hard labor with it in such cases as the Legislature thought proper to deal with. There was no reason assigned for that in the judgment of the court, or in the argument before it, therefore it is submitted that it is reasonable to say that the power was implied. In this municipal system of which I have been speaking, the power of hard labor is given and was within municipal institutions. Therefore, why should there be, after the passing of the British North America Act, less power in the Provinces in respect of municipal institutions, and less power in dealing with classes of subjects of which

they had under the 15th sub-section the right to enforce punishment? Why should there be less power than there was in the General Legislature before?

Sir Barnes Peacock:—The Parliament of Canada had power to deal with the whole criminal law of the country.

Mr. Irving:—Yes, it had.

Sir Barnes Peacock:—But the Provincial Parliament of Ontario had not.

Mr. Irving:—Except in respect to those classes of subjects which are exclusively assigned to them.

Sir Barnes Peacock:—Yes; but I mean they had the whole power over the whole criminal law, which is now given to the Dominion Parliament, under clause 27 of the 91st section.

Mr. Irving:—Yes; but that did not destroy their right.

Sir Barnes Peacock:—I do not say it did destroy it, but you say, why should they have less power under the new Act than under the old.

Mr. Irving:—I meant not less in respect to those matters which were exclusively assigned to them. Certainly they could not legislate for criminal law, generally, but in respect to punishment of offences, in respect of the breach of infraction of such laws as they had a right to make; in that respect they had all the powers that would naturally follow by having criminal law and criminal law procedure assigned to them.

At page 7 of the Pink Book, the Consolidated Statutes of Canada, chap. 99, clauses 102 and 110 are set out: 110. When a person has been convicted of an offence for which imprisonment, other than in the penitentiary, may be awarded, the court may sentence the offenders to be imprisoned, or to be imprisoned and kept at hard labor, in the common gaol or house of correction, and so forth, although a consolidated Statute of Canada, before the British North America Act, that is still in force in respect of Provincial offences—I mean offences in respect of which the Legislatures of the Provinces have a right to provide for infractions. That particular clause has been re-enacted, as far as the general Parliament of Canada is concerned, by a general system of consolidation, and is further printed at page 40.

Sir Barnes Peacock:—That is by the Dominion Act, under a general power?

Mr. Irving:—Yes; that is to be found at page 40, merely rehearsing the same words and making them applicable to all the Provinces in respect of the laws of Canada. But your Lordships will see that the Dominion Parliament could not legislate in respect to criminal offences which still remained to the Provinces and, therefore, the provincial law of criminal law or punishment in that case, would remain as it was before the Dominion Parliament dealt with it, and that Act in respect to provincial offences still remains as the law of the country. Now, it would seem to me that as the Provincial Legislature has power to maintain by the 6th sub-section, the establishment of a reformatory prison in and for the Province, that would involve the idea that the words, "punishment by imprisonment," as contained in page 15, must be such imprisonment as would necessarily be that which had to be undergone in public and reformatory prisons in the Province. I propose to show your Lordships that we have legislation in force in the Provinces in which hard labor was part of the punishment. According to the Imperial Parliament at the time that we obtained our Constitution, originally in the Provinces in 1792, in the case of cognate offences to those which are exclusively within the power of the legislation to which hard labor was always annexed.

Sir Barnes Peacock:—It only says the Justice of the Peace may commit with or without hard labor, in case a warrant of distress shall have been issued, and no effects—that he may do it in some cases without previously issuing a warrant of distress.

Mr. Irving:—I meant to refer you to page 40, section 94. What I say is, that amounts to this, that where the Legislature of Ontario by force of the Act at page 7, chooses to award imprisonment, then hard labor follows under that general power. Why I draw your Lordships' attention to page 40, is to guard against any suggestion that that is now a power which has been absorbed by the Dominion, and which can-

not remain in the Province. I say that it remains acknowledged in the Province, because section 110, at page 7, is still part of the criminal law of the Provinces. I will give your Lordships a reference to those Statutes under this question of imprisonment. There would be no reason that the Province should not direct imprisonment for life.

Sir Barnes Peacock :—That is if they had the power.

Mr. Irving :—Yes.

Sir Barnes Peacock :—This Statute does not apply except they have the power.

Mr. Irving :—The 92nd section of the British North America Act, 15th clause, does not limit the period of time for imprisonment. They may punish by imprisonment.

Sir Barnes Peacock :—This only says the court may sentence the offender to be imprisoned, or if hard labor be part of the punishment, to be imprisoned with hard labor; still you must show, before you imprison with hard labor, that hard labor is part of the punishment.

Mr. Irving :—Yes.

Sir Barnes Peacock :—Then the question is, had the Legislature power to inflict hard labor, or had they power to delegate. I do not see how this Act shows that they had the power.

Mr. Irving :—This Act shows that if they had the power to award imprisonment they then as a necessary consequence—

Sir Barnes Peacock :—I do not read it in that way. I am reading on page 40. There before the Justice can award hard labor, he must be sentenced to hard labor.

Mr. Irving :—Section 110, at page 7. That is an Act of the old Province of Canada, which remains in force in part of the criminal law, over which the Province has jurisdiction. There is always, when a person has been convicted of an offence for which imprisonment other than in the penitentiary, may be awarded, the court may sentence the offender to be imprisoned, or to be imprisoned and kept to hard labor in the common gaol or house of correction.

Sir Barnes Peacock :—When a man has been convicted of an offence and punished, he can be ordered to be imprisoned with hard labor.

Mr. Irving :—Yes.

Sir Barnes Peacock :—Must not that mean to be imprisoned or to imprisoned and kept to hard labor, as the case may require

Mr. Irving :—Of course if the Act said without hard labor, that might be an entirely different question.

Sir Robert Collier :—I think we understand your meaning.

Mr. Irving :—I will very briefly deal with one point, merely an addition to this, and that is, that we have, under our Act of 1866, legislation empowering the Council to buy property for an industrial farm.

Sir Robert Collier :—It does not seem very material to go into the Act of 1866. All that you can legitimately refer to it for, is as illustrating what were the municipal institutions at the time of the passing of this Act. You cannot rely upon the specific provisions as controlling this case.

Mr. Irving :—There is a case in 1 Cartwright, 676, if your Lordships give heed to the judgments of our court of *The Queen vs. Boardman*, in which, so long ago as 1871 or 1872, the court upheld that hard labor was a proper exercise of the power of the Province of Ontario.

Then there is another class of cases to which I was going to refer your Lordships, and that is, that at the time that Canada obtained its Constitution from the Mother Country, there was a body of criminal laws introduced into the Province, which was the criminal law then in force in Great Britain. That was the law that was carried into Canada. Of course the Legislature of that day, and the Legislatures up to the present time, in pursuance of that, have power to legislate for punishment to the same extent. At page 586 of 2 Cartwright, in a note, has been printed a collection of enactments as to immorality, all of which are subjects within the class assigned to the Provincial Legislature, and all of which subjects are such as the Imperial Par-

liament, at that date did impose hard labor for. They are in respect of houses of correction as to which the Legislature has power.

Sir Robert Collier :—I do not think we require an enumeration of them.

Mr Irving :—I think my Lord, those were the three principal points upon which I wished to address your Lordships, which I conceive it was almost unnecessary for me to follow after my learned friend, and which I have put as concisely, by way of recapitulation as I am capable of doing under the circumstances.

Mr. Kerr :—May it please your Lordships, I crave your Lordships' indulgence for a few moments, while I endeavor to advert to some of the arguments which have been presented. I shall endeavor to be as brief as possible and not in any way to repeat anything which I presented to your Lordships in opening the case. I endeavored then to present it as plainly as I could, in order to make the matter intelligible from our point of view.

With reference to the question which has been dealt with in the first instance, both by myself and Mr. Jeune, and which has been dealt with by Mr. Davey in the same order—the question with reference to the jurisdiction conferred by the British North America Act in supporting the view of the respondents, the principal argument which has been drawn has been derived from the fact that the municipal institutions were by section 72, confided to the Local Legislature. My learned friend, Mr. Davey, in presenting that argument, put it very strongly, that we should look to the state of municipal institutions as existing in England and throughout Canada at that time. He also adverted to the judgment which has been referred to before, in *Parsons vs. The Citizens Insurance Company*. I venture to submit the propositions laid down in that case, as supplied to the present, support the view which we are presenting to your Lordships rather than views which the respondents are urging. I would refer to page 273 of the first volume of Cartwright and the observations of their Lordships in that case: "With regard to certain classes of subjects, therefore, generally described in section 91, legislative power may reside as to some matters falling within the general description of these subjects, in the Legislatures of the Provinces. In these cases it is the duty of the courts, however difficult it may be to ascertain in what degree and in what extent authority to deal with matters falling within these classes of subjects exists in each Legislature, and to define in the particular case before them the limits of their respective powers. It could not have been the intention that a conflict should exist, and in order to prevent such a result, the language of the two sections must be read together, and that of one interpreted, and where necessary, modified by that of the other." It seems to me, my Lords, that that can be used with great cogency, as applied to the present case, in the light of the decision in *Russell vs. The Queen*. That is to say, there must be no conflict as to the jurisdiction, and in testing the matter as to the subject matter, if we find it reposed in the other, with reference to that subject matter. It is not a question of whether its operation can be localized at all, but whether it can be treated by the Legislature at all, whether localized or general, throughout the Dominion, and it is the subject matter which we have to come back to as the test as to where we find the jurisdiction. Now, dealing with the matter in that way, in the case of *Russell vs. The Queen*, it was determined that the Act, which was then under consideration, was within the jurisdiction of the Dominion Parliament. I submit, then, with confidence, that testing it in that way and looking at what that Act is, and comparing it with the Act which is now under consideration, it is an Act which treats of the same subject matter, and treats in many respects of the same subject matter in the same way. The Act of 1868, on which that question arose in that suit, is called, shortly, the Canada Temperance Act. It is entitled, to begin with "An Act respecting the traffic in Intoxicating Liquors." Then it goes on with a number of provisions. I will not trouble your Lordships to look at, among others, section 98, where there is a provision for the repeal of by-laws which are passed under the Temperance Act of 1864. Now, it is right to call attention to what that Act was. The Act of 1864 was an Act of the old Province of Canada. It had application, therefore, only to the new Provinces of Ontario and Quebec, and having such application, it was an Act under which Municipal Councils might submit by-laws in

their own localities, and in those localities local option might be adopted. By that means questions arose with reference to that Act after the Confederation, and in consequence of that, this Act, the Canada Temperance Act, is passed, really covering the same ground as the Temperance Act of 1864, which was in force in the Provinces of Ontario and Quebec. In this Act it is expressly provided: "In the case of a petition to the Governor General in Council, praying for the repeal of a Bill passed by the Council of any county, they may repeal the by-laws; that is, the Governor in Council may repeal the by-laws, so that municipal institutions as such, when applied to the traffic of intoxicating liquors, are deemed to be within the control of the Dominion Parliament by the Act of 1878, and by the case of *Russell vs. The Queen*, which declares that that Act was within the competence of the Dominion jurisdiction. I submit the mere fact that municipal institutions, as referred to there, does not govern or control the thing and shut the door absolutely to the argument, even assuming it to be within those words. We find, therefore, that the control of the traffic is being dealt with. The Act respecting the traffic in liquor is being enacted by the Dominion Parliament, who go so far as to say that where there has been a by-law of that description passed under the Municipal Act previously and there is a petition from the inhabitants for a repeal of that by-law, the Governor in Council may, by Order in Council, repeal such by-law, and thereupon such by-law shall become absolutely void. Then following that we find a prohibition of the traffic from the fact that this Act comes into force and takes effect in any county. It prohibits it in a qualified way. It prohibits sale by retail except for medicinal purposes or manufacturing purposes. It prohibits sale by wholesale by distillers or brewers unless they sell it to those druggists who may use it in the locality in the qualified way I have pointed out, and unless for the purpose of export, beyond the locality in which the local option is being exercised, and it prohibits the sale of everything except native wines, and as to native wines, it does not interfere with the sale of gallons. From one to ten gallons may be sold, so we find this, as a traffic, the subject matter of legislation by the Dominion Parliament, who assume it to the extent of interfering with Municipal Councils and by the by-laws of Municipal Councils that have been heretofore passed. Where that question is before your Lordships I find your Lordships declare that Act is within the jurisdiction of the Dominion of Canada. The Act in question with which we are now dealing is only an Act respecting the traffic in intoxicating liquors, and the other Act respecting the sale of intoxicating liquors. The two seem to be practically the same; the same scope is aimed at by them, and we find that the Act which is here dealt with and which we submit can only be supported to the extent to which it authorizes the imposition of a license fee and for the purpose of raising revenue and not for the purpose of legalizing the traffic. We find that that Act prohibits the sale, unless you take out a license and goes on to make a number of other provisions, which it was held, in the case of *Russell vs. The Queen*, were within the competence of the Dominion Parliament.

Sir Robert Collier :—To grant a license at all, it was necessary to prohibit the sale without a license.

Mr. Kerr :—Yes; of course I do not question that part of it. I say when they go beyond that, and undertake to deal with traffic in liquor, then they are trenching upon the very ground upon which, to some extent, the Dominion Parliament acted. Then my learned friend, Mr. Davey, read section 112 of that Act: "Any persons who having violated any of the provisions of this Act, or any Provincial Act which is now, or may be in force, respecting the issue of licenses." It does not say any Act which is now in force regulating the traffic, but "respecting the issue of licenses," and to that extent, they say, in the event of a person contravening that law by attempting to compromise the charge that may be brought, it shall be punishable as a crime. The argument I endeavored to present before, was that the Dominion Parliament have the power to supplement anything that may be wanted in the licensing power of the Province, and if necessary, they are to enforce it, or to regulate the trade so as to be consistent with the powers of the Provincial Legisla-

ture. Then we come to the case of *Parsons vs. The Citizens and Queen Insurance Companies*, at page 273: "The first question to be decided is whether the Act impeached in the present appeal falls within any of the classes of subjects enumerated in section 92, and assigned exclusively to the Legislatures of the Provinces, for if it does not, it can be of no validity, and no other question would then arise. It is only when an Act of the Provincial Legislature *prima facie* falls within one of these classes of subjects that the further questions arise, viz., whether, notwithstanding this is so, the subject of the Act does not also fall within one of the enumerated classes of subjects in section 91." Then to deal with the matter as briefly as possible, my learned friend argued that because they found in the Act of 1866 certain provisions respecting the regulation of the liquor traffic, therefore it is to be assumed that when the British North America Act was passed, and they used these words: "That the Province may legislate respecting municipal institutions of the Province," they said as much as that the Provincial Legislature may legislate in respect of all the matters that are contained in this book. I venture to submit that that is not what they said at all. There are subjects dealt with by the Municipal Institutions Act of 1866, which are clearly beyond their power. I advert to one to illustrate what I mean. By section 283 of the Act of 1866, it is enacted: "The Council of every city and town may pass by-laws—1. For appointing inspectors to regulate weights and measures according to the lawful standard. 2. For visiting all places wherein weights and measures, steelyards or weighing machines of any description are used. 3. For seizing and destroying such as are not according to the standard. 4. For imposing and collecting penalties upon persons who are found in possession of unstamped or unjust weights, measures, steelyards or other weighing machines."

We find in the British North America Act, section 91, that subject matter is one of the very matters which is specified as being conferred on the Dominion Parliament.

In section 91, under sub-head 17, weights and measures are named expressly.

Sir Arthur Hobhouse—It is not denied that the powers of the Provincial Legislature to deal with municipalities would be cut down by section 91. The argument is, that subject to these exemptions, municipal institutions must be understood as in work at the time of the Union.

Mr. Kerr :—Undoubtedly. Then there is another reason for it, and it is this: What things have been conferred that are mentioned in the Act of 1866? We had not the same municipal institutions throughout each Province in the Dominion. We had, for instance, some in the Province of New Brunswick. I will take, for instance, this very subject matter of liquor traffic. We have no law at all in New Brunswick which confers upon municipalities anything whatever to do with taverns or shops. That, your Lordships will find, is made plain by the judgment which has been read here by my friend, Mr. Davey, in which the learned judge, who gave the judgment, expressly makes mention of that fact. That is the case of *Three Rivers vs. Sulte*, page 285, when in reviewing the state of existing legislation at the time that Act was passed, his Lordship mentions that fact: "By the municipal system in force in Nova Scotia prohibitory powers were possessed by the municipal authorities. As to New Brunswick, we have not found any Statute conferring such powers, but at any rate, we have the two great Provinces of Confederation and one of the smaller ones persistently including amongst municipal institutions the right to prohibit the sale of strong drink." What I want to understand is this: If it is municipal institutions as to which the power is conferred, is it municipal institutions as understood in New Brunswick, where they did not confer this power upon municipalities, or is it municipal institutions as it was in Nova Scotia, where they had, to some extent, conferred them; or is it municipal institutions in Lower Canada, where they had, to some extent, further conferred it, or is it municipal institutions as they exist in the Province of Ontario, where they had a much larger extent conferred upon them? In considering this case I submit we must not look through Ontario spectacles when we are trying the matter, but we must look at it with a view of seeing what were municipal institutions, not as understood by the Imperial Parliament or in Great Britain. If it is

to be as it was in Canada, it must be municipal institutions, as universally adopted throughout Canada. At all events, where is the line to be drawn? Is it to be the case that one Province is to get superior power to what the other has, or is it that the same powers are given in Provinces which never had exercised that power before, and which had been existing after others. I submit that testing the matter in that way, and applying the case of *Russell vs. The Queen* and *Parsons vs. The Citizens Insurance Company*, all that there is laid down is a direct authority for our position that municipal institutions must be carved out of anything which interferes with trade and commerce, and that traffic in intoxicating liquors would come within that.

The next point my learned friend urged with reference to the matter, or rather the next one with which I need trouble your Lordships, was the question about the License Act of Ontario. The question was whether it was a *bond fide* one for revenue purposes. No doubt if it were simply a *bond fide* one for revenue purposes, and simply imposed a license fee, we should not be here to discuss the question at all; but when we find that it goes on to regulate the traffic and control and prohibit it, and not merely to prohibit it, but even, in the cases where the license is granted, it provides for the cases of persons who have been habitual drunkards, or known to drink to excess, and a notification is sent to the hotel keeper and he is not to be at liberty to sell to them. When we find that it interferes with many other lawful pursuits, I submit it goes beyond the cases that we have referred to.

Then, my learned friend, with a view to presenting his argument, adverted to some of the Canadian judgments. All I desire to say in answer to that, is this: in many of these cases, at least in the second case he adverted to, of *Keefe vs. McLennan* and the case of *The Queen vs. the Justices of King's County*, they are the judgment of Chief Justice Ritchie. I adverted to his judgment in the Supreme Court which I understand to be, at all events, in a qualified degree approved of in the case of *Russell vs. The Queen*. I adverted to his judgment, in which he said he adhered to the view which he had put previously, expressly as to there being power to legislate with respect to that matter; and I think my learned friend found, in reading the judgment again, that the language I read to your Lordships was the very language I intended to read to your Lordships, and bore out what I said. The case of *Keefe vs. McLennan* is a case which is based on the decisions of the United States. It is so put expressly at page 411 of Cartwright's Book. It goes entirely upon the erroneous impression that the State, that is the local authority there, have got the power, and, therefore, the Province must have it as against the central power. Besides that, it goes the length of holding, as one of your Lordships pointed out, that the Province may legislate for peace, order and good government, which is one of the very matters specially committed to the Dominion, and which there were special reasons for doing. The last of those objections is opened in the case of *Blouin vs. The Corporation of Quebec*, when the judgment was distinguishable; and in the case of *Three Rivers vs. Sulte*, which my learned friend referred to, the only question that was up there at all was the validity of the by-law which imposed a license fee. It does not support the argument my learned friend was urging. Your Lordships will see, in reference to page 282, that it is put expressly on that ground: "The Statute cited in the case under our consideration is not an authorization to the Municipal Council to tax by way of license; but an Act allowing the municipality to put restriction, generally, on the sale of liquors. It is true the by-law has given to this prohibition the effect of raising revenue for municipal purposes, but this will not cure the want of jurisdiction of the Statute: for a Statute *ultra vires* does not remain in force; for a part license—some fractional part—is within the powers of the Legislature, unless it appears that the subject beyond the powers of the Legislature is perfectly distinct from that within, and that each is a separate declaration of the legislative will. This is not the case here. We think, therefore, so far as sub-section 9, section 92, of the British North America Act, is concerned, it does not justify the Statute in question. As the case was referred to at the argument, it may be well to remark that the decision of the Supreme Court in *Severn vs.*

The Queen is not in point in this case. We are, therefore, not called upon to discuss the ingenious application of the doctrine of *ejusdem generis* to the classes of matters which the Local Legislatures may license, nor to decide what the genus is which includes an "intelligent officer" and excludes a "brewer." But we have still to determine another question, whether sub-section 8 does not cover the exercise of the power assumed by the Legislature of Quebec. It may be at once conceded that the power to pass prohibitory liquor laws is not essential to the existence of municipal institutions, and that, consequently, in a very restricted reading of sub-section 8, it would not justify the Local Legislature in passing a prohibitory liquor law. That was the whole point there, that the municipality could pass a by-law under the authority of the Act, imposing a license fee, and that was the only question that was up. The other observations, therefore, do not apply.

My learned friend, Mr. Irving, has adverted to the case of *The Queen vs. Rourke*, as to the extent of the delegation by the Dominion to the Province, but I submit the judgment of the Court of Queen's Bench does not carry with it at all the effect that my learned friend has presented. The question in that case was, which Legislature was competent to constitute the jury. There had been a difference of opinion. Doubts had been raised as to whether the Dominion or the Province could do that. This Act was passed by the Dominion to settle doubts. It is expressly so. It is declared that that is the object of passing the Act. It is for "avoiding doubts."

Sir A. Hobhouse:—They pass it so that either the one law or the other may cover the case.

Mr. Kerr:—Yes. "It seems to me very clear that the Dominion Parliament, by this Act of 1869, adopted, and, as it were, confirmed the existing provincial jury laws, and also declared that future provincial laws on the subject should be equally adopted and confirmed, subject, however, to their own right of control by any existing or future Act." So that they did not confer the power of legislation on the Province absolutely. They confirmed what had been done, and they, in the interim, confirmed any future law they might make on the subject reserving, for themselves a right of legislating with reference to that. "This need not be read as technically a delegation of their own authority, but rather in the language of Wilson, C. J., an acceptance of the provincial law and a legislation by relation and reference to that law." And later on, at page 677, although to a certain extent it may be said there is a delegation of authority to the Local Legislature, and determining who shall be qualified to serve as jurors, it is not a direct authority to the Local Legislature, but is simply a legislative declaration on the part of the Dominion Parliament that what the Local Legislature has done or may do will determine the qualification of a juror in criminal cases." The reason that was done was this: It is put expressly here with reference to the question of delegation of the functions of the Dominion Parliament to the Local Legislature. I will only add, if the judgment of the Court of Appeal in *The Queen vs. Hodge*, overruling the judgment of this court, be good law, the power of delegation exists; so that it is out of deference to the very judgment which is under consideration in this case, and which they say binds them, that they conclude the matter. That is the judgment of Mr. Justice Cameron. When that case was up before the Court of Common Pleas in our own court, and the report of it is to be found in the same volume, following the other judgment.

The Chief Justice of that Court expressly puts it: There is no delegation by the Dominion Parliament of the power to enact jury laws for the criminal courts in Ontario. What is done is by a positive enactment of the Dominion, that a certain law in force in Ontario, shall, for the Dominion purposes, be the law of the Dominion. It is a Dominion law enacted *not in extenso* but by relation and reference to a law of Ontario. I think I have shown your Lordships that that was the judicial view then of both those courts, one of whom says that if it is necessary to go the length of holding that there has been a delegation, then so long as the *Queen vs. Hodge* prevails we are bound by that decision.

Then there is one other question, and that is the question turning on the power to delegate. My learned friend argued, and I do not think I need advert very much

to it, that under the first sub section they had such extensive powers that they might even change their constitution. I apprehend, however, that that would not empower them to change their constitution so as to take more extended power than had been given. They might qualify it but not extend it. Therefore, if they did not have the power by the section, they cannot by any legislation of theirs amend their constitution so as to assume it. Of course even that is qualified, because your Lordships will see by sections 58 and 66 they cannot change a great many things that are reserved there. My learned friend put the matter expressly, that the Legislature of Ontario is supreme. That is the expression he made use of, and he is bound to go to that extent. If he cannot make that out, that to the extent of the subjects which are under their control, they are supreme, he cannot establish his case to make good the power of delegation. Now, I venture to submit that that is in direct conflict with the judgment of the Privy Council in the case of *Dobie vs. The Temporalities Board*, which is to be found in 1 Cartwright, page 361. Your Lordships remember that was a case in which a trust had been created for the Presbyterian body. It related to property that was in the two Provinces. Each of the Provinces had passed an Act changing the relation of the trust, and the question came up whether that had affected the property and civil rights in each Province, and whether under that head each Province did not have jurisdiction. I will read this extract: "There is really no practical limit to the authority of a supreme Legislature except the lack of executive power to enforce its enactments. But the Legislature of Quebec is not supreme; at all events, it can only assert its supremacy within those limits which have been assigned to it by the Act of 1867."

Sir Richard Couch :—It is only supreme within the limits. That is all.

Mr. Kerr :—The question we were discussing was the question of the power to delegate. The argument was that the Legislature of Quebec was supreme, and therefore it could delegate. Here we put it that the Legislature of Quebec is not supreme.

Sir Richard Couch :—I do not think there was any question of delegation, according to my recollection in *Dobie vs. The Temporalities Board*.

Mr. Kerr :—There was no question of delegation.

Sir Robert Collier :—They lay down exactly the same propositions that are laid down on the other side, that their supremacy must be confined within the limits.

Mr. Kerr :—Yes; I think, in order to make out the power of delegation, my learned friend was bound to argue, not merely that they have got jurisdiction to legislate with respect to this, but that it is a supreme power of delegation with reference to those particular subjects.

Sir Richard Couch :—The supreme power of legislation, you mean?

Mr. Kerr :—The supreme power of legislation would be necessary to comprise a power of delegation.

Sir Richard Couch :—The argument is that there is no delegation.

Mr. Kerr :—If they have power to legislate at all, they should do the legislation themselves rather than submit it either to a Council or to a Board. That is the point.

Sir Barnes Peacock :—They are so supreme that they can depute it to somebody else to do that which they are authorized themselves to do exclusively.

Mr. Kerr :—Yes; if they are not supreme they cannot.

Sir Arthur Hobhouse :—In *Dobie's* case the Supreme Court had altered the constitution of a corporation which was not a Quebec corporation, and that was held to be *ultra vires*.

Mr. Kerr :—Only one other matter, my Lords, and that is as to the hard labor. I will put the matter in this way, supposing that the Legislature had simply given the power to imprison and the municipality had imposed hard labor, I think we get the same kind of interpretation of the word "imprisonment" that there is in the British North America Act. My friend referred to *The Queen vs. Trawley*, at page 532. I think, however, looking at that we find that they refer to the Act section 110, chapter 99 of the Consolidated Statutes of Canada. It will be borne in mind that those are Statutes of the old Province of Canada, and it will be borne in mind that those Statutes

were with reference to the regulation of the Penitentiary. They appeared in the Criminal Procedure Act as a subject matter, of course, of the old Province of Canada, which had no limitations or distribution of power about it at all, and since the Confederation the subject matter which is so dealt with is confided entirely and exclusively to the Dominion Parliament; so that I think any argument to be drawn from that is very foreign to the present subject, I submit it is precisely analogous to what I endeavored to point out in the opening was the case with the Imperial legislation, which is referred to in *The Queen vs. Trawley*, and which I will therefore not repeat but which is this: The old Statute of James the first, established the house of correction; it should be at hard labor, the same as if the sentence was "at hard labor." It was the same with reference to the Provincial penitentiary; a sentence means at hard labor, and so throughout the Imperial legislation your Lordships will find the distinction made between "imprisonment" and "imprisonment with hard labor." There are many provisions which say that under certain circumstances they may be sent to the house of correction or to the gaol, and in some cases it says they shall be sent to the house of correction, with or without hard labor. On the face of the legislation the words appear as a strong argument in support of our view.

For these reasons I venture to submit that the judgment of the court below should be reversed.

Lord Fitzgerald:--Their Lordships will reserve judgment.

RETURN

(30f)

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd March, 1884;—
For copies of all Correspondence between the Government and any of the Local Governments of the Provinces, respecting the Liquor License Act of 1883.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

GOVERNMENT HOUSE, TORONTO, 19th January, 1884.

SIR,—I have the honor to transmit to you herewith, for the information of the Dominion Government, a copy of an approved Order of the Executive Council of this Province, together with a copy of the report of the Honorable the Attorney-General, therein referred to, in respect of the recent judgment of the Judicial Committee of Her Majesty's Privy Council, in the case of the *Queen vs. Hodge*.

In view of the decision of the Privy Council, and for the reasons given in the report of the Attorney-General, my Government respectfully request that "The Liquor License Act, 1883," be repealed at the present Session of the Federal Parliament.

I have, &c.,

J. B. ROBINSON, *Lieutenant-Governor, Ontario.*

Hon. Secretary of State, Ottawa.

COPY of an Order in Council approved by His Honor the Lieutenant-Governor, the 14th day of January, A.D., 1884.

The Committee of Council advise that the annexed report of the Honorable the Attorney-General, in respect of the judgment of Her Majesty's Privy Council in the Hodge case, be approved and acted upon.

(Certified), J. G. SCOTT, Clerk, Executive Council, Ontario.

The undersigned has had under consideration the recent judgment of the Judicial Committee of the Privy Council, in the case of *The Queen vs. Hodge*, and begs to submit the following report :—

The effect of the judgment is, that the power of regulating the matters dealt with by the Liquor License Act of this Province, commonly called the Crook's Act, belongs exclusively to the Provincial Legislatures.

The appeal had to do specially with the fourth and fifth clauses of the Act, and the judgment states that counsel for the appellant had "informed their Lordships that the first and principal question in the cause was, whether the Liquor License Act of 1877, in its fourth and fifth sections, was *ultra vires* of the Ontario Legislature, and properly said that it was a matter of importance as between the Dominion Parliament and the Legislature of the Province."

Their Lordships summarized the Act with reference to these sections as follows :—

"It authorizes the appointment of License Commissioners to act in each municipality, and empowers them to pass, under the name of resolutions, what we know as by-laws or rules, to define the conditions and qualifications requisite for obtaining tavern or shop licenses, for sale by retail of spirituous liquors within the municipality; for limiting the number of licenses; for declaring that a limited number of persons qualified to have tavern licenses may be exempted from having all the tavern accommodation required by law, and for regulating licensed taverns and shops; for defining the duties and powers of License Inspectors; and to impose penalties for infraction of their resolutions."

The judgment as to the validity of these provisions is expressed thus :—

"These seem to be all matters of a merely local nature in the Province, and to be similar to, though not identical in all respects with, the powers then belonging to municipal institutions under the previously existing laws passed by the local Parliaments."

"Their Lordships consider that the powers intended to be conferred by the Act in question, when properly understood, are to make regulations in the nature of police or municipal regulations of a merely local character, for the good government of taverns, &c., licensed for the sale of intoxicating liquors by retail, and such as are calculated to preserve in the municipality, peace and public decency, and repress drunkenness and disorderly and riotous conduct."

* * * * *

"The subjects of legislation in the Ontario Act of 1877, sections 4 and 5, seem to come within the heads Nos. 8, 15 and 16, of section 92, of British North America Statute. 1867."

"Their Lordships are, therefore, of opinion that in relation to sections 4 and 5 of the Act in question, the Legislature of Ontario acted within the powers conferred on it by the Imperial Act of 1867."

Section 92 of the British North America Act provides that "in each Province the Legislature may exclusively make laws in relation to matters coming within the classes of subjects," thereafter enumerated, and the subjects 8, 15 and 16 so mentioned, are as follows :—

"8. Municipal institutions in the Province."

"15. The imposition of punishment by fine, penalty or imprisonment for enforcing any law of the Province made in relation to any matter coming within any of the classes of subjects enumerated in this section."

“16. Generally all matters of a merely local or private nature in the Province.”

Over these subjects the Provincial Legislatures have exclusive jurisdiction, and the judgment of the Privy Council is, that the 4th and 5th sections of our License Act fall within these three clauses.

The Act passed by the Federal Parliament, and shortly entitled: “The Liquor License Act, 1883,” recited three reasons for passing that Act. The first, and no doubt the one which was principally relied upon, is that it is “desirable to regulate the traffic in the sale of intoxicating liquors.” The Ontario Legislature had assumed this power of regulation; and the Ontario Act contains some enactments for this purpose, and in sections 4 and 5, gives authority to a Board of License Commissioners to make other regulations. The judgment holds that this power of regulating is incident to the power to make laws (*inter alia*) relating to municipal institutions; and as this power is exclusive and not concurrent, the desirability of regulating the traffic cannot warrant the regulation of a Dominion Act.

The second recital in the Dominion Act is, that “it is expedient that the law respecting the sale should be uniform throughout the Dominion.” But it is clear that an alleged or supposed expediency of the law being uniform throughout the Dominion on any subject which is otherwise within the exclusive jurisdiction of the Provincial Legislatures, does not give jurisdiction to the Federal Parliament to create uniformity.

The third recital in the Dominion Act is, “it is expedient that provision should be made in regard to the traffic for the better preservation of peace and order.” This recital was introduced because the 91st section of the British North America Act provides that it shall be lawful for the Federal Parliament “to make laws for the peace, order and good government of Canada.” But the power to do so is confined to “matters not coming within the classes of subjects by this Act assigned exclusively to the Legislatures of the Provinces;” and the judgment in the Hodge case is, that the Ontario Act does come within certain of these classes, in relation to which Provincial Legislatures “may exclusively make laws.”

The 4th and 5th clauses of the Ontario Act embrace the principle of the whole Act. The view that the jurisdiction belonged to the Federal Parliament, and not to the Provincial Legislatures, arose from some expressions which had fallen from the learned judges of the Privy Council in a former case of *The Queen vs. Russell*. The point actually decided in that case was, that the Dominion Parliament had power to pass a prohibition Act applicable to the whole Dominion; but it was thought that some of the reasons given for the decision showed that the power to regulate the traffic generally, and not merely in order to prohibition, belonged to the Dominion, and not to the Provinces. The present judgment shows that this reading was a mistake. The argument against the power of the Dominion to pass a prohibitory Act had, in *The Queen vs. Russell*, been rested chiefly on the exclusive power of the Provinces to deal with the subject of “property and civil rights,” and it was in dealing with that argument, and not on any argument founded on the provincial jurisdiction over municipal institutions, that the misunderstood expressions were used. The recent judgment gives the following explanation of these expressions: “It was in that case contended that the subject of the Temperance Act properly belonged to No. 13 of section 92”—property and civil rights in the Province, which it was said “belonged exclusively to the Provincial Legislature, and it was on what seems to be a misapplication of some of the reasons of this Board in observing, on that contention, that the appellant’s counsel principally relied. These observations should be interpreted according to the subject matter to which they were intended to apply, namely, to the argument respecting “property and civil rights.”

The following and other passages from the former judgment were quoted for the purpose of illustrating this explanation:

“Laws of this nature designed for the promotion of public order, safety or morals, and which subject those who contravene them to criminal procedure and punishment, belong to the subject of public wrongs rather than to that of civil rights.

They are of a nature which fall within the general authority of Parliament to make laws for the order and good government of Canada."

In the course of the argument of that case one of the learned judges, Sir James Hannen, asked the question: "If the subject matter be purely provincial, could the Dominion Parliament take possession of it by making it criminal?" There can be no doubt the Dominion Parliament has no such power.

It is to be remembered also that it had always been held or assumed in Canada, from the time of Confederation, that it is to the Provincial Legislatures that this jurisdiction belongs. These Legislatures had, from time to time, passed Acts exercising it; the Acts so passed were not disallowed at Ottawa, and the right of the Provincial Legislatures to pass them has been uniformly maintained by the provincial courts. Whether the Provinces could regulate to the extent of, in effect, prohibiting, the courts here were not agreed, but as to any regulating short of, in effect, prohibiting, there has been no diversity of judicial decision. The undersigned has noted in the margin cases illustrating this observation, and decided in Ontario, Quebec, Nova Scotia and New Brunswick, respectively.

The undersigned recommends that a copy of this report be transmitted to the Federal Government, with a respectful request that in view of the decision of *The Queen vs. Hodge*, and to prevent groundless doubts and useless litigation on the part of individuals, the Liquor License Act of last Session be repealed at the ensuing Session of the Federal Parliament.

All which is respectfully submitted.

O. MOWAT, *Attorney-General*.

9th January, 1884.

GOVERNMENT HOUSE, TORONTO, ONT., 16th February, 1884.

SIR,—With further reference to the recent judgment of the Judicial Committee of the most Honorable the Privy Council in the case of "*The Queen vs. Hodge*," I have the honor to remind you that I have received no answer to my despatch of the 19th ultimo, in which (for the reasons mentioned in the accompanying report of my Attorney-General) was communicated to you the request of my Government that the "*Liquor License Act, 1883*," be repealed at the present Session of the Federal Parliament.

My Government has learned from the public journals that the Federal Government does not regard the decision to which I have referred, as determining that the Province of Ontario has exclusive power to regulate the sale of liquors. The matter therefore stands thus: It is clear, from the judgment given in the case of "*The Queen vs. Hodge*," that the Provinces of the Dominion have the power to regulate the sale of liquors—whether that power is exclusive or not; but it is at least not clear that the Federal Parliament has like power.

My Government therefore respectfully urges that the Liquor License Act (Ontario), which is held to be valid and binding, be allowed to operate alone until the validity of the Dominion Statute is determined by the Privy Council, and that your Government be moved to suspend the "*Liquor License Act, 1883*," for a year, until such decision is obtained.

I have to inform you that my Government will gladly concur in a case for immediate hearing with respect to the Dominion Statute.

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

JOHN BEVERLY ROBINSON, *Lieut.-Governor of Ontario*.

Hon. Secretary of State, Ottawa.

OTTAWA, 30th January, 1884.

SIR,—In looking over the License Act passed by Parliament last year I notice many unworkable features, as far as Manitoba is concerned. It is, in my opinion, one of those subjects that should be left to local jurisdiction, and a study of the Act above referred to tends rather to strengthen that conviction than otherwise. We have, in Manitoba, a very stringent Liquor License Act which has been in operation for some years past and is much more applicable to the circumstances and condition of our people than are the provisions contained in 46 Vic., chap. 30. The adoption of the Dominion Act in Manitoba would be a retrograde rather than a progressive move, and therefore I would strongly urge that for the present no interference be made in provincial legislation which has been so satisfactory, by imposing on Manitoba a law not suited to her local requirements.

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

J. NORQUAY.

Sir ALEXANDER CAMPBELL, Minister of Justice, Ottawa.

MESSAGE.

LANSDOWNE.

(31)

The Governor General transmits to the House of Commons for its information, Correspondence relating to the Guarantee by the Government of Interest on the Stock of the Canadian Pacific Railway Company, so that means might be provided for the completion of the work by May 1886.

GOVERNMENT HOUSE, OTTAWA, 25th January, 1884.

CORRESPONDENCE

Relating to the Guarantee by the Government of Interest on the Stock of the Canadian Pacific Railway Company, so that means might be provided for the completion of the work by May, 1886.

CANADIAN PACIFIC RAILWAY OFFICE,
MONTREAL, 24th October, 1883.

SIR,—I have the honor to submit to you the following statement on behalf of this Company :

The capital of this Company has been fixed at \$100,000,000, of which \$55,000,000 have already been issued.

It now requires a further amount of money to enable it to prosecute the work of construction and equipment at the same rate of progress as heretofore, and in accordance with its policy and in justice to its present shareholders, such amount should be obtained by means of the remaining stock of the Company.

But in the present state of the market and of public feeling as to stocks generally, it would be impossible to dispose in the ordinary way of any further amount of stock at a reasonable rate, if at all, and the Company is desirous of adopting the following plan as a mode of procuring the amount required :

1. The Company to deposit with the Government, money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on the entire stock of the Company, at the rate of 3 per cent per annum. The amount required for this purpose has been ascertained to be \$24,527,145.

This fund to be created as follows:—

The Company to pay immediately.....	\$15,000,145 00
On or before the 1st of February next, to pay a further sum of.....	5,000,000 00
With interest at 4 per cent. (this payment to be secured by a deposit of land grant bonds amounting to \$6,000,000,) within seven years from date to pay the remaining sum of.....	4,527,000 00
With interest at 4 per cent	<u>\$24,527,145 00</u>

This payment to be secured as follows:—

(a) By creating a charge as such security upon all sums earned by the Company as postal subsidy, and for transport service; which charge is estimated to cover \$3,000,000.

(b) By depositing with the Government a further amount of \$1,781,500 of land grant bonds to cover the balance of \$4,527,000, with the option to the Company to pay such balance at any time in cash. The revenue derivable from the securities mentioned in the foregoing sub-sections to be adjusted at the rate of 4 per cent. per annum on \$4,527,000, by the payment half-yearly by the Company of any deficiency, or by the return to the Company of any surplus as the case may be.

(c) By creating a charge as further security, upon the \$5,000,000 of Land Grant Bonds held by the Government as security for the operation of the Railway.

2. The Government to allow interest half yearly at the rate of 4 per cent. per annum upon the balance on hand of the fund so created, and to pay from out of such balance and interest to Trustees appointed for the purpose, to the satisfaction of the Government, \$1,500,000, semi-annually, for ten years, to be paid as dividends to the shareholders of the Company—the first dividend to be payable on the 17th February next, and any balance required first to be furnished by the Company.

3. The Government to execute an instrument to be deposited with the Trustees whereby in effect it will declare that the fund has been created, and will agree to make to the Trustees the semi-annual payments of \$1,500,000 each, required for the dividends.

By making this arrangement, ensuring minimum guaranteed dividends on the entire stock of the Company for ten years, the Company will be enabled to provide means out of its unissued stock for completing and thoroughly equipping the entire Railway by May, 1886, as it has contemplated doing, but which I fear it cannot accomplish within that time, unless the plan now suggested can be carried out, and any change of policy in that respect would be injurious both to the country and to the Company.

This project would require the assistance of the Government, but merely as a depositary of the fund to be created, and it would impose no responsibility or liability upon the Government beyond the periodical re-payment of instalments of the amount deposited, with interest added at the rate mentioned.

I have, therefore, to request the favor of the co-operation of the Government in carrying out the suggested plan, and as I purpose leaving for England shortly, I should be greatly obliged if this matter could be disposed of at an early date.

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

GEO. STEPHEN, *President C. P. Ry. Co.*

Hon. Minister Railways and Canals.

OTTAWA, 26th October, 1883.

SIR,—I have the honor to state that a communication addressed to the Honorable Minister of Railways and Canals, under date of 24th October instant, by the President of the Canadian Pacific Railway Company, has been referred to me, the object of which communication is to secure the co-operation of the Government in carrying out a plan to ensure the completion of the Railway in the year 1886.

It appears from the President's letter that the present state of the market and of public feeling as to stocks in general, is not propitious for raising the means to continue the prosecution of the work of construction with that great energy which has characterized it up to the present time; and that unless some such scheme as the one now submitted be entertained, the road can be built at such a rate only as will secure its completion in 1891, the limit of the term specified in the contract.

I may state that I believe it to be of great importance that the railway should be open for traffic at the earliest date possible, and also that the plan submitted by Mr. Stephen commends itself favorably to me.

The entire capital stock of the Company is \$100,000,000, and the President proposes to deposit with the Government a sum in money and securities sufficient to pay a semi-annual dividend thereon at the rate of 3 per cent. per annum for ten years, amounting to \$24,527,145. This deposit they propose to pay in the following manner:—

In cash immediately.....	\$15,000,145 00
On or before 1st February, 1884, in cash, with 4 per cent. interest, to be meanwhile secured by a deposit of \$1,000,000 in Land Grant Bonds...	5,000,000 00
In seven years, in the meantime to be secured by a deposit of \$1,781,500 additional Land Grant Bonds, and amounts of postal subsidy and Government transportation, estimated sufficient to pay 4 per cent on \$3,000,000, making a total of \$4,781,500.....	4,527,000 00
	<u>\$24,527,145 00</u>

Of the last named item, the Company desires to have the option of paying off in cash the amount of \$1,527,000 at any time. They also propose that the revenue derivable from the above securities be adjusted at the rate of 4 per cent. per annum on the sum of \$1,527,000 by the semi-annual payment of any deficiency by the Company or of any surplus by the Government.

It is also proposed to create a further charge as security upon the \$5,000,000 Land Grant Bonds, held by Government as security for the satisfactory operation of the railway;

Further,—That the Government also pay, half-yearly, interest at 4 per cent. per annum on the balance of the fund so created, which may be in hand, and out of such balance and interest \$1,500,000 half yearly for ten years, as dividend to shareholders, to Trustees approved by Government, the first dividend payable on 17th February, 1884, and any balance required to be furnished by the Company.

The Government to execute an instrument declaring that such fund is created and agreeing to pay to the Trustees half yearly the sum of \$1,500,000 for ten years.

This proposition, as I have stated, commends itself favorably to me, and as the Government would, in my opinion, incur no risk in entertaining it. I beg to recommend its adoption.

I should state, however, that if the scheme be carried out, the Company should pay, at the same time as the \$15,000,145, the balance necessary to meet the dividend due on the 17th February next.

I have the honor to be, Sir, your obedient servant,
COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, October 26, 1883.

Memorandum :

The undersigned has the honor to represent, that under date the 24th instant the Canadian Pacific Railway Company have submitted a proposition by which, in order to admit of the prosecution of their work at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$15,000,000 (the balance, \$55,000,000 of the \$100,000,000, at which their capital is fixed, having already been issued) to provide means for completing and thoroughly equipping the entire railway by May, 1886, the Company stating that the present condition of the market and of public feeling as to stocks generally it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

That the Company propose to deposit with the Government money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on their entire stock at the rate of 3 per cent. per annum, the amount required for this purpose being \$24,527,145. The details of the mode by which the Company propose that the sum named shall be created are fully set forth in their proposition, a copy of which is attached to the present report.

That under date the 26th instant, the Chief Engineer has reported on this proposal, observing that the limit of the time fixed by the contract for the completion of the road is 1890; but that it is, in his opinion, of great importance that the railway should be open for traffic at the earliest date possible, and that the plan now submitted by the Company commends itself to him favorably, being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000, which the Company propose to hand over to the Government immediately, they should at the same time furnish the funds required to meet the dividends on their stock falling due on the 17th of February next.

The undersigned concurs in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposition of the Company as expressed in their letter of the 24th inst., subject to the amendment proposed by the Chief Engineer, and that he be empowered to enter into such agreement as may be necessary to carry it into effect.

Respectfully submitted,

J. H. POPE,

Acting Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 27th October, 1883.

On a memorandum dated 26th October, 1883, from the Acting Minister of Railways and Canals, representing that under date the 24th instant, the Canadian Pacific Railway Company have submitted a proposition by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$45,000,000 (the balance of \$55,000,000 of the \$100,000,000 at which their capital is fixed, having already been issued) to provide means for completing and thoroughly equipping the entire railway by May, 1886, the Company stating that in the present condition of the market and of public feeling as to stocks generally, it would be impossible for them to dispose of any further amount of their stock in the ordinary way. The Minister further represents that the Company propose to deposit with the Government money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on their entire stock at the rate of 3 per cent. per annum, the amount required for this purpose being \$24,527,145.

The details of the mode by which the Company propose that the sum named shall be created are fully set forth in their proposition, as hereunto attached.

That under date the 26th instant the Chief Engineer has reported upon this proposal, observing that the limit of the time fixed by the contract for the completion of the road, is 1890, but that it is, in his opinion, of great importance that the Railway should be open for traffic at the earliest date possible, and that the plan now submitted by the Company commends itself to him very favourably as being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000 which the Company propose to hand over to the Government immediately, they should at the same time furnish the funds required to meet the dividends on their stock falling due on the 17th February, 1884.

The Minister coincides in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposition of the Company, as expressed in their letter of the 24th instant, subject to the amendment proposed by the Chief Engineer, and that he be empowered to enter into such agreement as may be necessary to carry it into effect.

The Committee concur in the foregoing Report and the recommendations therein made, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 27th October, 1883.

SIR,—I enclose, herewith by direction of the Acting Minister, a copy of an Order-in-Council dated 27th instant, on the subject of your President's communication, with reference to an arrangement with the Government on the subject of the payment by the Government of semi-annual dividends at the rate of 3 per cent. per annum extending over a period of 10 years, on the capital stock of the Company, \$100,000,000, from the proceeds of a fund to be deposited with the Government.

Of course a formal agreement is to be entered into with regard to this matter.

I am, Sir, your obedient Servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Esq., Secretary.

Canadian Pacific Railway Company, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 7th instant, enclosing copy of an Order in Council dated 27th instant, on the subject of an arrangement by which the Government guarantee the payment of a dividend of 3 per cent. per annum on the capital stock of the Company.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY, MONTREAL, 5th November, 1883.

SIR,—I have the honor to state that upon further consideration, this Company desires to modify the suggestions made in my letter to you of the 24th ult., respecting provision for securing a minimum dividend upon the stock of the Company with regard to the amount of stock to which such security should immediately apply.

The Company does not at present require to dispose of the whole of its stock, and would prefer that it should only be placed on the market as its proceeds are needed for the prosecution of the work; and, moreover, the extent of the deposit required for the immediate security of a dividend on the whole of this Company's stock would involve considerable expense, by way of loss of interest and otherwise.

I have, therefore, respectfully to request that in the event of the Government acceding to the wish of the Company, the required deposit may be reduced to such amount as will secure a 3 per cent. dividend upon \$65,000,000 of the stock; that the Government will allow the Company to deposit the remaining \$35,000,000 of stock in the hands of the Government, to be returned to the Company from time to time, as the amount of money required to cover a similar dividend upon the amount so returned is deposited with the Government.

I beg also to submit a draft agreement which would implement the desired arrangement, if approved by the Government.

In order to make the proposition of the Company, as now modified, more clear, I venture to trouble you with the details of the arrangement, as proposed to be modified.

1. The Company to deposit with the Government money and securities constituting a fund sufficient to pay, semi-annually, dividends for ten (10) years on \$65,000,000 of the stock of the Company at the rate of three (3) per centum per annum. The amount required for this purpose has been ascertained to be \$15,942,645. This fund to be created as follows:—

a. The Company to pay immediately \$8,561,733; on or before the 1st February next to pay the further sum of \$2,853,912, with interest paid half-yearly at (4) four per centum per annum. (This payment to be secured by a deposit of Land Grant Bonds amounting to \$3,420,000.)

b. Within five (5) years from the date of the agreement to be signed, to pay the remaining sum of \$4,527,000, with interest payable half-yearly at (4) four per

centum per annum, the payment of this sum of \$4,527,000 and interest to be secured as follows:—

(a.) By creating a charge as such security upon all sums earned and to be earned by the company as postal subsidy and for transport service, which charge is assumed to cover \$3,000,000.

(b.) By depositing with the Government a further amount of \$1,830,000 of Land Grant Bonds to cover the balance of \$1,527,000, with the option to the Company to pay such balance at any time in cash.

The revenue derivable from the securities mentioned in the foregoing subsections to be adjusted at the rate of (4) four per centum per annum on \$4,527,000 by the payment half-yearly by the company of any deficiency, or by the return to the Company of any surplus, as the case may be.

(c.) By creating a charge as further security upon the \$5,000,000 of land grant bonds held by the Government as security for the operation of the Railway.

2. The government to allow interest half yearly at the rate of (4) four per centum per annum upon the balance in hand of the fund so created, and to pay from out of such balance and interest to Trustees appointed for the purpose to the satisfaction of the Government, \$975,000 semi annually for (10) ten years, to be paid as dividends to the shareholders of the Company, the first dividend to be payable on the 17th February next, and any balance required for it to be furnished by the Company.

3. The company to deposit in the hands of the Government stock certificates for the whole of the remainder of the stock of the Company, amounting to \$35,000,000.

4. If at any time, and from time to time hereafter up to the 17th of August, 1893, the Company desire to withdraw any portion of the said amount of \$35,000,000 of stock certificates, the company to have the right to do so on depositing with the Government in cash a sum of money which, with interest added thereto half yearly at the rate of (4) four per centum per annum, shall be sufficient to pay a like minimum half-yearly dividend upon the stock so withdrawn up to the last mentioned date inclusive, and thereafter the Government to pay to the Trustees, half-yearly, on or before the 17th days of February and August in each year, until the said last mentioned date inclusive, in addition to the said sum of \$975,000, a further sum of money equivalent to (1½) one and a half per centum per annum on the amount of stock so withdrawn, such additional amount to be paid by the Trustees to the holders of the stock so withdrawn.

5. As to any portion of the said amount of stock certificates which shall not be so withdrawn, the Government shall retain the same until after the 17th day of August, 1893, and shall then deliver the same to the Company.

6. The Government to execute an instrument to be deposited with the Trustees whereby in effect it will declare that the fund has been created and will agree to make to the Trustees semi-annual payments of \$975,000 each, required for the said dividends, together with such further payment as shall be secured by the deposit of cash upon the withdrawal of stock as hereinbefore mentioned.

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

GEO. STEPHEN,

President Canadian Pacific Railway Company.

Hon. Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER IN CHIEF, OTTAWA, 6th November, 1883.

SIR,—On the 26th October ultimo, I reported, as you are aware, in favor of a plan submitted by the President of the Canadian Pacific Railway Company, for a payment by the Government of a dividend of 3 per cent. for ten years upon the capital stock of the company—\$100,000,000. By a letter addressed to you, under yesterday's date, Mr. Stephen now seeks a modification of this arrangement, and asks that the payment of 3 per cent. for ten years be on a sum of \$65,000,000 of stock only, inasmuch as the Company only propose to dispose of the stock, from time to time, in such amounts as may be necessary to meet the demands of construction.

It is proposed by the Company to deposit the remaining \$35,000,000 of stock with the Government, interest at 3 per cent. to be paid on such part thereof as the Company may pay to the Government, from time to time, funds to represent 3 per cent. for ten years. The company ask that in carrying this arrangement into effect, the deposit representing 3 per cent. for ten years on \$100,000,000 be reduced to such a sum as will leave sufficient security in the hands of the Government to pay the 3 per cent. for ten years on \$65,000,000.

I can see no objection to this arrangement, as it appears to place the matter in relation to the security for 3 per cent., ten years on the \$65,000,000, in precisely the same position as the 3 per cent. on \$100,000,000, under the former proposal, while the 3 per cent. on the \$35,000,000 is secured by payment of sums to represent it, before the Government undertake to pay the interest.

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

COLLINGWOOD SCHREIBER,

Engineer-in-Chief.

The Hon. J. H. POPE, Acting Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th November, 1883.

On the report of the acting Minister of Railways and Canals, bearing date the fifth day of November, 1883, the Committee recommended that in accordance with such report the Order in Council passed on the 27th day of October last, relating to a deposit of money by the Canadian Pacific Railway Company with the Government, for the purpose of enabling such Government to pay a minimum dividend of 3 per centum per annum—on \$100,000,000 of their stock, be cancelled, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Memorandum.

OTTAWA, 6th November, 1883.

The Acting Minister of Railways and Canals begs leave to report that under date the 24th ultimo, the Canadian Pacific Railway Company submitted a proposition by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock to provide means of completing and thoroughly equipping their entire railway by May, 1886, the company stating that in the present condition of the market and of public feeling as to stocks generally, it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

That by a subsequent letter of date the 5th November instant, the company stated that upon further consideration it desired to modify the proposition contained in the letter of the 24th ultimo, in respect of the amount of stock, the dividend upon which should be immediately secured: asking that the amount so to be secured should be \$65,000,000, and that the company should be allowed to deposit the remaining \$35,000,000 of the stock of the company in the hands of the Government to be returned to the company, from time to time, upon payment by the company in cash of a sum sufficient to provide for a 3 per cent. annual dividend during the remainder of the same period upon the amount so withdrawn.

That under date the 26th ultimo, the Chief Engineer reported upon this proposal, observing that the limit of the time fixed by the contract for the completion of the road is 1891, but that it is, in his opinion, of great importance that the railway should be open for traffic at the earliest date possible, and that the plan submitted by the company commends itself to him very favorably, being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000, which the company propose to hand over to the Government immediately, they should at the same time, furnish the funds required to meet the dividend falling due on the 17th of February next.

That under date the 5th November instant, the company addressed a further letter to the Government, suggesting a modification of the said proposal as to the amount of stock dividend upon which should be immediately secured, and as to the amount to be deposited with the Government as such security; limiting such stock to \$65,000,000, and the amount of security to \$15,942,645, and that the Chief Engineer has reported thereon that he can see no objection to the modifications so suggested, as it appears to place the matter as respects the security for 3 per cent. for ten years on \$65,000,000 in the same position as the 3 per cent. on \$100,000,000 under the former proposal, while the Government assumes no responsibility as respects the 3 per cent. on \$35,000,000 until it is secured by the payment of a sufficient sum of money to cover it.

The Minister coincides in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposal of the company, as modified by their letter of the 5th instant, with the amendment proposed by the Chief Engineer.

And according to the details of the proposed arrangement, as set forth in the letter of the President of the Company, under date the 5th November instant.

As to the draft agreement submitted by the Company, the Minister recommends that he be authorized to execute it.

J. H. POPE,

Acting Minister of Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 7th November, 1883.

On a memorandum dated the 6th November, 1883, from the Acting Minister of Railways and Canals, representing that under the several dates of the 24th October last and the 5th inst., the Canadian Pacific Railway have submitted propositions by letters which are hereunto annexed, and by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$45,000,000 (the balance of \$55,000,000 of the \$100,000,000, at which their capital is fixed, having been already issued) to provide means for completing and thoroughly equipping the entire railway by the month of May, 1886, the Company stating that in the present condition of the market and of public feeling as to stocks generally it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

The Minister further representing that in his opinion the said propositions as set forth and modified in the said letter of the Company of the 5th inst., should be accepted by the Government and that he be authorized to enter into such an agreement as may be necessary to carry them into effect.

The Committee concur in the memorandum of the Minister and the recommendations therein made, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

THIS AGREEMENT, made between Her Majesty the Queen, acting on behalf of the Dominion of Canada, represented for the purposes hereof by the Honorable John Henry Pope, acting Minister of Railways and Canals, under the authority of an Order in Council duly made and passed at the City of Ottawa, on the seventh day of November, A. D. 1883: first party, hereinafter called the "GOVERNMENT."

THE CANADIAN PACIFIC RAILWAY COMPANY, a body corporate and politic duly incorporated by Letters Patent of the Dominion of Canada, acting and represented for the purposes hereof by George Stephen, of the City of Montreal, Esquire, the President thereof, and Charles Drinkwater, of the said City of Montreal, Esquire, the Secretary thereof; second party, hereinafter called the "COMPANY."

And the BANK OF MONTREAL, a body corporate and politic, duly incorporated under and by virtue of Statutes of the Dominion of Canada, having its chief place

of business in the City of Montreal aforesaid: third party, hereinafter called the "Trustee."

Witnesseth: Whereas the authorized capital Stock of the Company is one hundred million dollars;

And whereas the Company has deposited with the Government moneys and securities representing in all the sum of fifteen millions, nine hundred and forty-two thousand, six hundred and forty-five dollars (\$15,942,645) to constitute a fund to secure for the period of ten years from the seventeenth day of August last past, a minimum dividend at the rate of three per cent per annum upon a portion of the said stock, amounting to \$65,000,000;

And whereas the Company has also deposited with the Government, certificates of shares in the capital stock of the Company for \$35,000,000, being the whole of the remaining shares.

Now therefore, this agreement witnesses that the parties hereto have covenanted and agreed to and with each other as follows, namely:—

1. The Government will allow to the Company interest upon the said fund, and after payments have been made therefrom, upon the unpaid balance thereof, at the rate of four (4) per cent. per annum, such interest to be calculated and added to the said fund on the seventeenth (17th) days of February and August in each year.

2. From and out of the fund created by the said deposit and by the addition of interest thereto at the rate aforesaid, the Government will pay to the Trustee on or before the seventeenth days of February and August respectively, in each and every year hereafter, until the 17th day of August, 1893, inclusive, the sum of nine hundred and seventy-five thousand dollars (\$975,000), such payments to be so made for the purpose of providing for a minimum half-yearly dividend at the rate of three (3) per centum per annum upon the capital stock of the Company, to the extent of the said sum of \$65,000,000.

And inasmuch as six month's interest will not have accrued upon the said fund previous to the seventeenth day of February next, the company has deposited with the Government the further sum of one hundred and forty-eight thousand five hundred and seven dollars (\$148,507), being the equivalent of interest upon said deposit at the rate of four (4) per centum per annum from the seventeenth day of August last past to the date hereof, the receipt whereof the Government hereby acknowledges.

3. If at any time and from time to time hereafter, during the period covered by this agreement, the Company should desire to withdraw any portion of the said amount of \$35,000,000 of stock certificates so as aforesaid deposited with the Government, it shall have the right to do so, upon depositing with the Government in cash a sum of money which, with interest added thereto half-yearly at the rate of four (4) per centum per annum, shall be sufficient to pay a like minimum half-yearly dividend up to the 17th day of August, A.D., 1893, inclusive, upon the stock so withdrawn.

And upon making such last-mentioned deposit, the Government shall return to the Company the amount of stock, the dividends on which, at the rate aforesaid are secured by such last-mentioned deposit, to be issued, sold and dealt with as the Company shall see fit.

And thereafter the Government shall pay to the Trustee, for the said purpose, half-yearly, on or before the 17th days of February and August in each year until the 17th day of August, 1893, inclusive, in addition to the said sum of \$975,000, a further sum of money equivalent to $1\frac{1}{2}$ (one and a half) per centum upon the amount of the stock so withdrawn.

4. From and out of the said payments to be so made by the Government from time to time, the Trustee will pay to each and every of the persons who shall be shareholders of the Company on each of the days whereon the said payments fall due, to wit: On the seventeenth days of February and August respectively, during the said period (save and except to the Government in respect of any portion of the said amount of \$35,000,000 then in its possession), a dividend at the rate of three (3)

per centum per annum upon the shares in the capital stock of the said Canadian Pacific Railway Company then held by such shareholders respectively; and the Trustee hereby covenants and agrees with each and every of the persons who shall be shareholders in the said Company at the said times respectively, that it will pay from time to time, from and out of the said payments to be so made by the Government to such persons respectively, the said dividend upon their shares at the rate, at the times, and for the period aforesaid.

5. The Government will not be responsible for the application by the Trustee of the payments made to the purposes aforesaid, nor for any expense or charges whatever in connection therewith.

IN WITNESS WHEREOF the parties have executed these presents at the times and places set opposite their respective names.

At Ottawa, this tenth day of November, 1883, in presence of : (Signed) "H. A. FISSIAULT."	} (Signed)	"J. H. POPE, Acting Minister of Railways and Canals. (Seal)."
		"A. P. BRADLEY, Secretary."
At Montreal, this eighth day of November, 1883, in presence of : (Signed) "A. BROWNING."	} "	"The Canadian Pacific Railway Company, G. STEPHEN, President. C. DRINKWATER, Secretary. (Seal)."
At Montreal, this ninth day of November, 1883, in presence of : (Signed) "JAMES SMITH."	} "	"For the Bank of Montreal, CH. F. SMITHERS, President." (Seal)."

OTTAWA, 7th November, 1883.

SIR,—I inclose herewith, by direction of the Acting Minister, a copy of an Order in Council, dated 7th inst., on the subject of your President's communications with reference to an arrangement with the Government on the subject of the payment, by the Government, of semi-annual dividends, at the rate of 3 per cent. per annum, extending over a period of ten years, on \$65,000,000, a portion of the capital stock of the Company (\$100,000,000), from the proceeds of a fund to be deposited with the Government. The remaining \$35,000,000 of the stock of the Company, being deposited with the Government, to be returned to your Company, from time to time, upon payment by the Company, in cash, of a sum sufficient to provide for a 3 per cent. dividend during the remainder of the same period upon the amount so withdrawn.

As soon as the agreement, three copies of which are inclosed is signed by the other parties thereto, and the conditions therein complied with, the Acting Minister will execute it in due form.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

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

OTTAWA, 15th November, 1883.

SIR,—I am directed by the Acting Minister to transmit to your bank, as Trustee, one of the original "Agreements" executed in triplicate by him, by the Canadian Pacific Railway Company and by your bank, creating a fund by the deposit of certain moneys by the Company, out of which the Government has agreed to pay a minimum dividend of three (3) per cent. per annum, for ten years, from the 17th August last, on \$65,000,000, a portion of the capital stock of the Company. The Company also deposits the unissued stock of \$35,000,000 with the Government, with permission to withdraw the whole, or any portion of it, from time to time, on the Company depositing a sufficient sum or sums to pay a like dividend on the amount so withdrawn for the unexpired term of the said ten years.

Will you please acknowledge the receipt of this communication.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. F. SMITHERS, Esq., President,
Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 16th November, 1883.

SIR,—As requested, I have the honor to acknowledge receipt of your letter of 5th inst., enclosing one of the original "Agreements," executed in triplicate, between the Government, the Canadian Pacific Railway and the Bank of Montreal, in connection with the guarantee by the Government of a 3 per cent. dividend for ten years on \$65,000,000, Canadian Pacific Railway Company's stock, and I beg to thank you for same.

I have the honor to be, Sir, your obedient servant,
CHAS. SMITHERS, *President.*

Hon. Minister Railways and Canals.

OTTAWA, 26th November, 1883.

SIR,—I have the honor to inform you that by the agreement lately entered into with the Canadian Pacific Railway Company, in order to secure the payment of certain moneys thereby agreed to be hereafter paid by the Company to the Government (*Vide O. C. of November 7th, 1883*), a charge was created upon all sums earned and to be earned by the Company as postal subsidy and for transport service, and I have now to request that you will be good enough in future to pay all sums to be paid by your Department to the Company for such services to the Receiver-General and not to the Company.

I have the honor to be, Sir, your obedient servant,
J. M. COURTNEY,
Deputy Minister of Finance.

Deputy Minister of Railways and Canals.

OTTAWA, 22nd November, 1883.

SIR,—In order to have the transactions with the Pacific Railway Company complete, I shall be obliged by your sending me, at your earliest convenience, a certified copy of the agreement recently entered into between the Government, the company, and the Bank of Montreal as Trustee.

Yours very truly,
J. M. COURTNEY,
Deputy Minister of Finance.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 27th November, 1883.

SIR,—I am directed to enclose you herewith copy of circular which has issued from the Department of Finance, regarding the payment of money by the different Departments to the Canadian Pacific Railway Company, which is to be made to the Receiver-General, for certain services, and not to the company as explained in the documents above mentioned.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Esq., Chief Engineer.

OTTAWA, 29th November, 1883.

SIR,—In compliance with the request contained in your letter of the 28th instant, I am directed to enclose to you herewith a copy, not certified, of the agreement entered into between the Government, the Canadian Pacific Railway Company and the Bank of Montreal.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

J. M. COURTNEY, Deputy Minister of Finance.

RESOLUTION

(31 a)

Of the House of Commons of the 20th February, 1882;—For a Report giving information on subjects affecting the Canadian Pacific Railway, up to the latest date, and particularly all details as to:

1. The selection of the route.
2. The selection or reservation of land.
3. The payment of moneys, subsidy, advance, etc.
4. The laying out of branches.
5. The rates of tolls for passenger and freight.
6. Sundry subjects, construction of *bridges*, etc.
7. (1.) Transfer and operation of the *Thunder Bay Section* to the Company.
(2.) Valuation of the *Rolling Stock* to be taken over by the Company.

SYNOPSIS OF A RETURN OF CORRESPONDENCE CALLED FOR BY THE HONORABLE MR. BLAKE, IN RELATION TO THE CANADIAN PACIFIC RAILWAY COMPANY.

Number One.

THE SELECTION OF ROUTE.

MEDICINE HAT TO 22ND RANGE WEST OF 4TH INITIAL MERIDIAN—123 MILES.

June 20, 21, 1883.—From C. Drinkwater, with plan and profile of location, from the crossing of the Saskatchewan River, at Medicine Hat, to the western limit of Range 22, west of the 4th Initial Meridian—123 miles.

June 21, 21.—From C. Schreiber, report on preceding.

June 21.—To Report to Council, recommending location as submitted.

July 26, Aug. 16.—From Order in Council, based on Report to Council.

July 23.—To C. Schreiber, with copy of Order in Council.

CROW FOOT CREEK TO CALGARY—69 MILES.

July 19, 20, 1883.—From C. Drinkwater, with plan and profile of location from Crow Foot Creek to Calgary, a distance of 69 miles.

July 20, 20.—From C. Schreiber, report on preceding.

July 20.—To Report to Council, recommending approval of location as submitted.

July 24, 26.—From Order in Council on preceding report.

July 27.—To C. Schreiber, with copy of Order in Council.

July 27.—To C. Drinkwater, with copy of Order in Council.

July 28, 30.—From C. Drinkwater, acknowledging Order in Council.

CALGARY TO PADMORE (BOW RIVER)—55 MILES.

August 16, 17.—From C. Drinkwater, with plan and profile of location from Calgary to Padmore, on the Bow River—55 miles.

August 17, 17.—From C. Drinkwater asks that preceding be returned for revision.

August 17.—To C. Drinkwater, as requested, have returned papers by express.

August 21, 22.—From C. Drinkwater. Returns, by express, plans, &c.

August 22, 22.—From C. Schreiber, report on preceding.

August 23.—To Report to Council recommending approval of location as submitted.

September 14, 25.—From Order in Council on preceding report.

September 14.—To C. Drinkwater, with copy of Order in Council.

September 14.—To C. Schreiber, with copy of Order in Council.

September 17, 19.—From C. Drinkwater, acknowledging receipt of Order in Council.

RADMORE TO FORTY-MILE CREEK—28 MILES.

September 10, 14.—From C. Drinkwater, with plan and profile of location from Padmore to Forty-Mile Creek, a distance of 28 miles.

- September 16, 18.—From C. Schreiber, report on preceding report.
 September 18.—To Report to Council, recommending approval of location, as submitted.
 September 21, 26.—From Order in Council on preceding report.
 September 27.—To C. Drinkwater, with copy of Order in Council.
 September 27.—To C. Schreiber, with copy of Order in Council.
 September 18, October 2.—From C. Drinkwater, acknowledging receipt of Order in Council.

FORTY-MILE CREEK TO A POINT WEST, 35 MILES DISTANT—924TH TO 959TH MILE.

- November 6, 7.—From C. Drinkwater, with plan and profile of location from the 924th mile (Forty-Mile Creek) to the 959th mile, west of Winnipeg (35 miles.)
 November 7, 9.—From C. Schreiber, report on preceding.
 November 9.—To Report to Council, recommending approval of location as submitted.
 November 9, 17.—From Order in Council on preceding report.
 November 20.—To C. Schreiber, with copy of Order in Council.
 November 20.—To C. Drinkwater, with copy of Order in Council.
 November 22, 24.—From C. Drinkwater, acknowledging receipt of Order in Council.

BATH CREEK (BOW RIVER) TO SUMMIT OF ROCKIES—959TH TO 961TH MILE.

- December 1, 3, 1883.—From C. Drinkwater, with plan and profile of location from the mouth of Bath Creek, on the south branch of the Bow River, to the Rocky Mountain summit.
 December 3, 3.—From C. Schreiber, report on preceding.
 December 4.—To Report to Council, recommending approval of location, as submitted.
 December 6, 11.—From Order in Council, on report to Council.
 December 11.—To C. Drinkwater, with copy of Order in Council.
 December 11.—To C. Schreiber, with copy of Order in Council.
 December 13, 15.—From C. Drinkwater, acknowledging receipt of Order in Council.

WEST OF CALLANDER, 86½TH MILE TO 130TH MILE—43½ MILES.

- November 29 December 1, 1883.—From C. Drinkwater, with plan and profile of location, from the crossing of the Wahnapiatā River, at 86½ mile to the 130 mile, west of Callander.
 December 4, 4.—From C. Schreiber, report on preceding.
 December 5.—To Report to Council, on location, as submitted.
 December 6, 11.—From Order in Council, on Report to Council.
 December 11.—To C. Drinkwater, informing him of Order in Council.
 December 11.—To C. Schreiber, informing him of Order in Council.
 December 13, 15.—From C. Drinkwater, acknowledging receipt of Order in Council.

PORT ARTHUR TO NIPEGON—68 MILES.

- March 20, 21, 1883.—From C. Drinkwater, with plan and profile, asking approval of location from Port Arthur to Nipegon.
 March 21, 21.—C. Schreiber, report on preceding.
 March 22.—Report to Council, location of line, as asked for.
 March 29 April 5.—Order in Council, location of line, as asked for.
 April 6.—To C. Schreiber, forwards copy of Order in Council.
 April 6.—To C. Drinkwater, forwarding copy of Order in Council.

Number Two.

RESERVATION OF LAND FOR RAILWAY PURPOSES.

- February 8, 10, 1883.—From C. J. Brydges, *re* Land at Rat Portage for the Canadian Pacific Railway.
 February, 9, 10.—From C. Schreiber, Report on preceding.
 February 17.—To C. Schreiber, acknowledging the same.

Number Three.

ADJUSTMENT OF ACCOUNTS.

- February 1, 2, 1883.—From C. Schreiber, list of reductions to be made from the account against the Company for plant, &c., &c., had by them on assumption of Contract..... \$ 46,607.95
 Leaving the balance now..... \$95,911.64
 February 2.—To Report to Council, recommending deductions as mentioned.
 February 19 March 30.—From Order in Council, on Report to Council.
 April 3.—To C. Schreiber, with copy of Order in Council authorizing the adjustment of the Canadian Pacific Railway Company's account.

PROGRESS ESTIMATE NO. 44, MAKING 954 MILES ON CENTRAL SECTION.

- December 6, 6, 1883.—From C. Schreiber, Progress Estimate No 44:—
 954 miles..... \$9,719,982
 Balance on rails..... 131,250
 \$9,851,232
- December 6.—To Report of Council on Progress Estimate, No. 44.
 December 6.—To Minister of Interior, informing him of same.
 December 6.—From Order in Council, on Report to Council.
 December 11.—To C. Drinkwater, informing him of Order in Council.
 December 11.—To Auditor General, informing him of Order in Council.

PROGRESS ESTIMATE NO. 10; MAKING 167 MILES ON EASTERN SECTION.

- December, 15, 17, 1883.—From C. Schreiber, Progress Estimate No. 10; 100 miles west of Callander, 67 east of Port Arthur=167 miles....\$2,569,229
 Advance on rails 207,985
 \$2,777,214
- December 17.—To Report of Council, for authority to pay \$626,326, on Progress Estimate No. 10.
 December 17.—To Minister of Interior, informing him of estimate No. 10.
 December 19, 20.—From Order in Council, on Report to Council.
 December 21.—To Auditor General, informing him of Order in Council.
 December 21.—To C. Drinkwater, informing him of Order in Council.

ADVANCE ON RAILS, HOCHELAGA.

- January 29, February 2.—From Thos. Ridout, memo of rails at Hochelaga.
 February 5.—To Report to Council, for advance on rails at Hochelaga, on a good title being given.
 February 6, 9.—From Order in Council, authorizing advance on Report to Council.
 February 12.—To Minister of Justice, with papers *re* advance on rails at Hochelaga.
 February 14.—To Minister of Justice, with the agreement with the company of the 16th December last.
 February 14, 15.—From Minister of Justice, asking for first agreement.
 February 21. 22.—From Minister of Justice, asks that a person be named to act with his Agent to take delivery.

- February 22, 23.—From Minister of Justice; his Agent reports it necessary to have another formal delivery of the rails.
- February 26, 26.—From Minister of Justice, with agreement for signature.
- February 27.—To Minister of Justice, with a duplicate of agreement.
- March 3, 3.—From Minister of Justice, returning first agreement.
- March 6.—To C. Drinkwater, informing him of Order in Council.
- March 7, 9.—From Minister of Justice, with letter from Canadian Pacific Railway Company *re* removal of rails.
- March 9, 12.—From C. Drinkwater, on subject of removal of rails to a point west of Callander.
- February 9, 12.—From C. Drinkwater, for an advance on steel rails imported into the North-West.
- February 13, 13.—From C. Schreiber, memo.: recommends an advance of \$60,000.
- February 13.—To Report to Council, on preceding memo.
- February 14, 14.—From Order in Council, on Report to Council, authorizing an advance of \$60,000.
- February 14.—To C. Drinkwater, informing him of Order in Council.

PROGRESS ESTIMATE NO. 43, MAKING 921 MILES,—ADVANCE ON RAILS.

November 5, 1883.—From C. Schreiber, Progress Estimate No. 43, 921 miles	\$9,279,993
Balance on rails.....	255,000
	\$9,534,993

- November 5.—To report of Council on Progress Estimate No. 43.
- November 1, 12.—From C. Schreiber on Report to Council.
- November 13.—To C. Drinkwater, informing him of Order in Council.

Number Four.

BRANCH LINES

- June 22, 23.—From C. Drinkwater, with plans and books of reference of South western branch, from Winnipeg *via* the town of Morris.
- July 11, 12.—From C. Drinkwater, with plans and books of the Selkirk Branch.
- August 6.—To C. Drinkwater, returning plans, &c., South-Western branch.
- August 6.—To C. Drinkwater, stating that plans, &c. of the Selkirk branch have been approved of.
- August 7, 9.—From C. Drinkwater, acknowledging, and returning plans, &c., duly certified to.
- August 11, 13.—From C. Drinkwater, with plans, &c., Emerson Branch, showing lands required therefor.
- September 4.—To C. Drinkwater, returning plans, &c., of Emerson Branch.

Number Five.

RATES AND TOLLS.

- February, 6, 8, 1882.—From C. Drinkwater, replying to communication and requesting that authority be given for the temporary extension of the tariff of tolls now in force in the west Division, to the section of the road between Telford and Rat Portage.
- March, 23, 27, 1883.—From Order in Council, approving of attached tariff of tolls and freight on the Western Division of the Canadian Pacific Railway for one year, up to 1st January, 1884.
- April 4, 5.—From C. Drinkwater, enclosing copy of Western Division classification, with instructions to Agents, &c.
- April 7.—To C. Drinkwater, with copy of tariff of tolls and freight for Western Division, sanctioned up to 1st January, 1884.

- April 7, 17.—From C. J. Brydges, President of the Board of Trade of Winnipeg, with copy of letter from the Board to the Canadian Pacific Railway upon recent heavy increase in their freight tariff.
- April 19.—To C. J. Brydges, President of the Board of Trade of Winnipeg, acknowledging preceding.
- April 18, 19.—From C. Drinkwater, with tariff of tolls by-law, Western Division, for approval.
- April 27.—To C. Drinkwater, with copy of letter of Winnipeg Board of Trade.
- May 1.—To Report to Council, for approval for one year of by-law regulating the tariff of tolls on the Western Division, Canadian Pacific Railway.
- May 28, 30.—From Order in Council, approving of Canadian Pacific Railway by-law on Report to Council.
- June 13.—To C. Drinkwater, informing him of Order in Council.
- June 15.—From C. Drinkwater, by-law of the Canadian Pacific Railway, confirmed 8th June, 1883.

GENERAL CHARACTER OF THE BRIDGE STRUCTURES.

- September 25, 27, 1883.—From C. Schrieber, replying to an inquiry as to the quality or character of the bridges being erected by the Canadian Pacific Railway Company.

SPEED OF TRAINS, PEMBROKE TO NORTH BAY.

- November 1, 2, 1883.—From C. Drinkwater for authority to increase the speed of trains between Pembroke and North Bay.

CROSS DRAIN AT ST. ANDREWS FROM PEMBINA BRANCH.

- August 6, 1883.—To C. Drinkwater, with copies of correspondence had with the municipal authorities of St. Andrews, Manitoba *re* a bridge over an off-take drain at that place, opposite the Hudson Bay Company's Stone Fort (15 enclosures.)
- October 23.—From W. C. Van Horne, returning the above correspondence which was sent to Mr. Drinkwater and inclosing the report of their solicitor at Winnipeg on the subject.

Number Seven.

(No. 1.)—TRANSFER AND OPERATION OF THUNDER BAY SECTION.

- May 17, 18.—From C. Drinkwater, stating terms on which the Company will take over the Thunder Bay section.
- July 3, 5.—From W. C. Van Horne, proposition to complete the road from Fort William to Selkirk.
- July 4, 5.—From C. Schreiber, report on Canadian Pacific Railway terms on Thunder Bay section.
- July 5.—To Report to Council, recommending the acceptance of the proposition.
- July 9, 16.—From Order in Council, on Report to Council authorizing recommendation.
- July 7, 9.—From C. Schreiber, Progress Estimate No. 1, to 7th July, for work between Prince Arthur's Landing and Selkirk, \$150,000.
- July 4, 11.—From W. C. Van Horne *re* the purchase of rolling stock between Fort William and Rat Portage.
- July 12.—To Collingwood Schreiber, with copy of Order in Council.
- August 9.—To C. Drinkwater, with copy of Order in Council.
- September 18, 19.—From W. C. Van Horne; asks the name of the Police Commissioner over district between Thunder Bay and Winnipeg.
- September 27, 28.—From C. Drinkwater, for a further payment on account of work done between Rat Portage and Thunder Bay.
- September 28.—To C. Drinkwater, acknowledging preceding, and stating that a certificate has been issued for \$136,000.

- October 1, 2.—From C. Drinkwater, acknowledging same.
- September 27, October 2.—From Auditor-General; asks for a copy of the Order in Council which authorizes the payment of the \$136,000.
- October 2.—To Auditor-General, with copy of Order in Council.
- October 4.—To W. C. Van Horne, replying to letter of September 18, 19.
- October 4, 5.—From Auditor-General; asks for a statement of cost of unfinished work between Prince Arthur's Landing and Selkirk.
- September 27, October 12.—From C. Schreiber, Progress Estimate No. 2, to 27th September, \$286,000, nett \$136,000.
- October 18, 19.—From C. Drinkwater; police force not required by the Company between Prince Arthur's Landing and Selkirk.
- November 2.—To Report to Council, for discontinuance of the Act for the preservation of peace between Port Arthur and Rat Portage, and the termination of Commissioner MacDonald's services.
- November 5, 9.—From Order in Council, on report to Council.
- November 13.—To John MacDonald, informing him of the discontinuance of his services as Police Commissioner.
- November 14, 16.—From the Minister of Justice *re* Order in Council; expects that instructions will be issued to the parties interested therein, either by the Department of Railways or the Secretary of State.

(No. 2.)—THUNDER BAY BRANCH TAKEN OVER.

- July 19, 1883.—To James Crossen, informing him of his appointment to appraise rolling stock, except locomotives, west of Prince Arthur's Landing.
- July 27, 28.—From James Crossen, acknowledging preceding.
- July 9.—To Peter Clarke, appointing him appraiser of locomotives west of Prince Arthur's Landing.
- July 10, 11.—From Peter Clarke, accepting appointment.
- July 11.—To Peter Clarke; communicate with Mr. James Crossen, Cobourg, and proceed as soon as possible; advise when you leave.
- July 11.—To James Crossen; communicate with Peter Clarke, Toronto, and proceed as soon as possible; advise when you leave.
- July 14.—To W. C. Van Horne; Clarke has accepted duty of valuator, and has been asked to communicate with Crossen as to time of leaving, that they may go together.
- July 14, 15.—From James Crossen; in reply, says he is arranging with Clarke, and hopes to leave next week.
- July 18, 20.—From P. Clarke; Mr. Crossen and self intend to leave by steamer "Campana" next Tuesday.
- July 18, 20.—From James Crossen; will leave next Tuesday morning with P. Clarke, *via* Toronto and Collingwood.
- September 22, 25.—From James Crossen; valuation of rolling stock (*cars*) on Canadian Pacific Railway, west of Port Arthur.
- September 18, 25.—From Peter Clarke; valuation of rolling stock (*locomotives*) on Canadian Pacific Railway west of Port Arthur.
- October 5.—To C. Schreiber, instructing him to transfer rolling stock on line west of Port Arthur to Canadian Pacific Railway Company.

NUMBER ONE.

SELECTION OF THE ROUTE.

Location from South Saskatchewan, Medicine Hat to West Limit, Range 22, Township 22, West of 4th Meridian—Distance 123 Miles.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 20th June, 1883.

SIR,—I have the honor to transmit herewith for the approval of His Excellency the Governor General in Council, plan and profile of the location of that portion of the main line of the Canadian Pacific Railway, extending from the crossing of the Saskatchewan River, at Medicine Hat, to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY.
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 21st June, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 20th instant, making application for the approval of the location of the line of the Canadian Pacific Railway for a distance of about 123 miles, west of the South Saskatchewan crossing, having been submitted to me, I have the honor to report—

That as far as the section referred to is concerned and its suitability for a line of railway, the country is favorable, the grades and curves shown on the plans now submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on their plans may be considered satisfactory.

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

COLLINGWOOD SCHREIBER, per FRANCES J. LYNCH.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 21st June, 1883.

The undersigned has the honor to represent that under date the 20th inst., the Canadian Pacific Railway Company have submitted for approval a plan and profile, showing the location of that portion of their main line extending from the crossing of the River Saskatchewan, at Medicine Hat, to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

That under date the 21st inst., the Government Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and that in the event of the Kicking Horse Pass being approved of by the Government, the location shown on these plans may be considered satisfactory.

The undersigned recommends that the location of the section now submitted be approved of.

Respectfully submitted.

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 26th June, 1883.

On a memorandum dated 21st June, 1883, from the Acting Minister of Railways and Canals, stating that under date the 20th June instant, the Canadian Pacific Railway Company have submitted for approval a plan and profile, showing the location of that portion of their main line, extending from the crossing of the River

Saskatchewan at Medicine Hat to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

The Minister further states that under date the 21st June instant, the Government Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans, submitted herewith, being well within the conditions imposed by the Canadian Pacific Railway Act, and that in the event of the Kicking Horse Pass being approved of by the Government, the location shown on these plans may be considered satisfactory.

The Minister recommends that the location of the section now submitted, be approved of accordingly.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 23rd July, 1883.

SIR,—I have the honor to transmit to you a copy of an Order in Council of the 26th June, approving of the location of the main line of the Canadian Pacific Railway, between Medicine Hat and the western limit of Range 22, in Township 22, west of the 4th Initial Meridian.

I am, Sir, your obedient servant.

C. SCHREIBER, Chief Engineer.

A. P. BRADLEY, *Secretary*.

Location from Crowfoot Creek to Calgary, Distance 69 miles—(13 miles already approved—56 miles now considered.)

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 19th July, 1883.

SIR,—I beg to forward a plan and profile of the location of that portion of the main line of the Canadian Pacific Railway, extending from Crowfoot Creek to Calgary a distance of 69 miles, and to request that the same may be submitted for the approval of His Excellency the Governor General in Council, at an early date.

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

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 20th July, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 19th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved to Calgary, a distance of about 56 miles having been submitted to me, I have the honor to report.

That, as far as the section referred to and its suitability for a line of railway, the country is favorable, the grades and curves shown on the plan and profile, now submitted, being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on the plans may be considered satisfactory.

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

C. SCHREIBER, per FRANCIS J. LENCH.

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 20th July, 1883.

The undersigned has the honor to represent that under date the 19th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the location which they propose to adopt for their main line, from Crowfoot Creek

to Calgary, a distance of 69 miles, of which, however, a portion, 13 miles in length, west from the Crowfoot Crossing, has already been approved under the Order in Council of the 26th ultimo, leaving 56 miles to be now dealt with.

That under date the 20th instant, the Government Chief Engineer has reported that as far as this said section of 56 miles, and its suitability for a line of railway are concerned, the country is favorable, the grades and curves shown on the plans and profile submitted, being well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that approval be given to the location now submitted.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th July, 1883.

On a memorandum, dated 20th July, 1883, from the Acting Minister of Railways and Canals representing that under date the 19th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the location which they propose to adopt for their main line from Crowfoot Creek to Calgary, a distance of 69 miles, of which, however, a portion 13 miles in length, west from the Crowfoot Crossing, has already been approved under the Order in Council of the 26th ultimo, leaving 56 miles to be now dealt with:

The Ministers further represent that under date the 20th instant, the Government Chief Engineer has reported that as far as this said section of 56 miles, and its suitability for a line of railway are concerned, the country is favorable, the grades and curves shown on the plan and profile submitted being well within the conditions imposed by the Canadian Pacific Railway Act;

The Minister accordingly recommends that approval be given to the location now submitted.

The committee advise that the location submitted be approved as recommended.

JOHN J. MCGEE.

Hon. Minister of Railways and Canals.

OTTAWA, 27th July, 1883.

SIR,—Herewith I send you a copy of the Order in Council passed on the 24th instant approving of the location of the Canadian Pacific Railway line to Calgary.

I am, Sir, your obedient servant,

C. SCHREIBER, Chief Engineer.

A. P. BRADLEY, *Secretary.*

OTTAWA, 27th July, 1883.

SIR,—Herewith I send you a copy of the Order in Council passed on the 24th instant approving of the location of the Canadian Pacific Railway line to Calgary.

I am, Sir, your obedient servant,

C. DRINKWATER, Secretary, C.P.R.

A. P. BRADLEY, *Secretary.*

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 28th July, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 27th inst., enclosing copy of the Order in Council passed on the 24th inst., approving of the location of the Canadian Pacific Railway line to Calgary.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Calgary to Padmore, on the Bow River, Distance 55 miles.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 16th August, 1883.

SIR—I beg to hand you for the approval of His Excellency the Governor General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway extending from Calgary to Padmore, on the Bow River, a distance of about 55 miles.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

By Telegraph from Montreal to A. P. Bradley.

OTTAWA, August 17th, 1883.

Please return to day, the plans sent you last night. Wish to see them again before approved.

C. DRINKWATER, *Secretary.*

OTTAWA, 17th August, 1883.

As requested by your telegram, the plans received this morning have been sent back to you by express.

A. P. BRADLEY, *Secretary.*

C. DRINKWATER, Montreal.

MONTREAL, 21st August, 1883.

SIR,—I am much obliged for the plans, &c., Calgary to Padmore, which you sent me, and which I am returning to you by express to-day.

Your's truly,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 22nd August 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 21st inst., making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved at Calgary to Padmore, a distance of about 55 miles, having been submitted to me, I have the honor to report:—

That as far as the section referred to and its suitability for a line of railway is concerned, the country is favorable, the grades and curves shown on the plan and profile now submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on the plans may be considered satisfactory.

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

C. SCHREIBER, per. F.J.L.

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 23rd August, 1883.

The undersigned has the honor to represent that under date the 21st instant, the Canadian Pacific Railway Company have submitted for approval a plan and profile showing the proposed location of their main line for a further distance of about 55 miles, extending from the point at Calgary up to which approval has already been given, to Padmore.

That under date the 22nd instant, the Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans and profile fur-

nished being well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned thereupon recommends that approval be given to the location in question.

Respectfully submitted.

J. H. POPE, *Acting Minister Railways and Canals.*

OTTAWA, August 24th, 1883.

SIR,—In compliance with the request made in your letter of the 14th instant, I have the honor to transmit herewith copies of plans showing the location of the Canadian Pacific Railway, between the South Saskatchewan Crossing and Calgary.

I am to explain that these tracings do not indicate the exact position of the railway as completed, but are merely plans of the location of the line by this Department, as a preliminary to the work of construction being carried on; and that deviations from these plans within the powers of the Company, as defined by the Canadian Pacific Railway Act, are permissible.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

A. W. BURGESS, Deputy Minister of the Interior.

CERTIFIED COPY of a Report of the Committee of the *Honorable the Privy Council*, approved by His Excellency the Governor General in Council, on the 25th August, 1883.

On a memorandum dated August 23rd, 1883, from the Acting Minister of Railways and Canals, representing that under date the 21st instant, the Canadian Pacific Railway Company have submitted for approval plans and profile showing the proposed location of their main line for a further distance of about 55 miles, extending from the point at Calgary up to which approval has already been given, to Padmore.

That under date the 22nd instant, the Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans and profile furnished being well within the conditions imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that approval be given to the location in question.

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

JOHN J. McGEE.

Hon. Minister Railways and Canals.

OTTAWA, 14th September, 1883.

SIR,—I have the honor to transmit herewith copy of an Order in Council, dated the 25th ultimo, approving of the plans and profile submitted by you on the 16th, showing the location of that portion of the main line of the Canadian Pacific Railway extending from Calgary to Padmore, a distance of about 55 miles.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. DRINKWATER, Secretary C. P. Railway Co.

OTTAWA, 14th September, 1883.

SIR, I have the honor to transmit to you herewith copy of an Order in Council approving of the plans and profile submitted by the Canadian Pacific Railway Company, showing the location of that portion of their railway extending from Calgary to Padmore, a distance of about 55 miles.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Esq., Chief Engineer.

MONTREAL, 17th September, 1883.

SIR,—I have the honor to acknowledge receipt of your letter of the 14th instant, enclosing copy of an Order in Council dated 25th ultimo, approving of the plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway Company, extending from Calgary to Padmore; for which I am obliged.

I am Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Padmore to Forty-mile Creek, Distance 28 miles.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 10th September, 1883.

SIR,—I send you herewith for the approval of His Excellency the Governor General in Council plan and profile of the location of that portion of the main line of the Canadian Pacific Railway extending along the valley of the Bow River from Padmore to Forty-Mile Creek, a distance of 28 miles.

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

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 16th September, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 10th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved at Padmore, to Forty-Mile Creek, a distance of about 28 miles, having been submitted to me, I have the honor to report :

That as far as the section referred to is concerned, the country is favorable, the grades and curves shown on the plan and profile, now submitted, being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the route *via* the Kicking Horse Pass, being approved by the Government, the location submitted may be considered satisfactory.

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

C. SCHREIBER, *Chief Engineer*, per F.J.L.

A. P. BRADLEY, Secretary.

Memorandum.

OTTAWA, 18th September, 1883.

The undersigned has the honor to report that the Canadian Pacific Railway Company, on the 10th instant, submitted for approval a plan and profile, showing the proposed location of that part of their main line extending along the valley of the Bow River, from Padmore to Forty-Mile Creek, a distance of 28 miles.

That the Chief Engineer of Railways, in a communication dated the 16th inst., states that the country to be traversed by this portion of the line is favorable, and that the grades and curves indicated on the plan and profile are well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that the location, as above, be approved.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals*.

CERTIFIED COPY of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 21st September, 1883.

On a memorandum dated 18th September, 1883, from the Acting Minister of Railways and Canals, stating that the Canadian Pacific Railway Company, on the

10th instant, submitted for approval a plan and profile, showing the proposed location of that part of their main line extending along the valley of the Bow River, from Padmore to Forty-Mile Creek, a distance of 28 miles.

The Minister represents that the Chief Engineer of Railways, in a communication, dated the 16th instant, states that the country to be traversed by this portion of the line is favorable, and that the grades and curves indicated on the plan and profile are well within the conditions imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that the location as above be approved.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 27th September, 1883.

SIR,—I have the honor to transmit herewith copy of an Order in Council, dated the 21st September, approving of the plan and profile of the location of the main line of the Canadian Pacific Railway, from Padmore to Forty-Mile Creek, submitted with your letter of the 10th instant.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R., Montreal.

OTTAWA, 27th September, 1883.

SIR,—I beg to transmit for your information, copy of an Order in Council, dated the 11th instant, approving of the proposed location of the Canadian Pacific Railway between Padmore and Forty-Mile Creek, a distance of 28 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 28th September, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 27th instant, enclosing copy of an Order in Council, dated 21st September, approving of the plan and profile of the location of the main line of the Railway, from Padmore to Forty-Mile Creek.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Forty-mile Creek, 83 miles West of Calgary, to a point 118 miles further West, or from the 924th mile to the 959th mile, West of Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 6th November, 1883.

SIR,—I have the honor to hand you, for the approval of His Excellency the Governor General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, extending from a point on the Bow River, known as Forty-Mile Creek, being 83 miles, to the 118th mile west of Calgary, a distance of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE ENGINEER IN CHIEF, OTTAWA, 7th November, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 6th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending westward from that portion last approved at Forty-Mile Creek, a distance of about 35 miles, having been submitted to me, I have the honor to report,—

That on the section referred to, the maximum grade is 0.75 feet per 100 feet, and the minimum curve 8°; that the country is favorable, and the conditions as shown on the plan and profile now submitted, within those imposed by the Canadian Pacific Railway Act, and if the route *via* the Kicking Horse Pass is approved by the Government, the location now submitted may be considered satisfactorily.

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 9th November, 1883.

The undersigned has the honor to represent, that under date of the 6th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the proposed location of that portion of their main line extending from a point on the Bow River, known as "Forty-Mile Creek," for a distance westward of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

That under date of the 7th instant the Chief Engineer has reported, that on the section referred to the country is favorable, and that the conditions, as shown on the present plan and profile, within those imposed by the Canadian Pacific Railway Act.

The undersigned recommends that the proposed location be approved.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 9th November, 1883.

On a memorandum from the Acting Minister of Railways and Canals, dated 9th November, 1883, submitting the application dated 6th November instant, of the Canadian Pacific Railway Company, with plan and profile showing the proposed location of that portion of their main line extending from a point on the Bow River known as "Forty-Mile Creek," for a distance westward of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

The Minister represents that under date the 7th inst., the Chief Engineer has reported that on the section referred to the country is favorable, and that the conditions, as shown on the present plan and profile, are within those imposed by the Canadian Pacific Railway Act.

The Minister recommends that the proposed location be approved accordingly.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 20th November, 1883.

SIR,—I am directed to forward to you a copy of a certified copy of an Order in Council dated the 9th inst., approving the location of the Canadian Pacific line of railway from a point on the Bow River known as "Forty-Mile Creek," for a distance westwards of about 35 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer Railways.

OTTAWA, 20th November, 1883.

SIR,—I am directed to enclose to you a copy of a certified copy of an Order in Council dated the 9th inst., approving the location of the Canadian Pacific line of railway from a point on the Bow River known as "Forty-Mile Creek," for a distance westward of about 35 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co., Montreal.

MONTREAL, 22nd November, 1883.

SIR,—I have the honor to acknowledge the receipt of a copy of a certified copy of an Order in Council dated the 9th inst., approving of the location of the line of this railway, from a point on the Bow River, known as "Forty-Mile Creek," for a distance westwards of about 35 miles.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

Location from near Bath Creek to the Rocky Mountains Summit, about 5 miles, or 964 miles West of Winnipeg.

MONTREAL, 1st December, 1883.

SIR,—I have the honor to hand you, for the approval of His Excellency the Governor General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, extending from a point on the south branch of the Bow River, near the mouth of Bath Creek, to the Rocky Mountain summit, a distance of about 5 miles, or from the 959th mile to the 964th mile west of Winnipeg.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 3rd December, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 1st instant, asking for the approval of the location of the main line of the Canadian Pacific Railway, extending westward from that portion last approved to the summit of the Rocky Mountains, a distance of about 5 miles, having been submitted to me, I have the honor to report that on the section referred to the maximum grade is 1.40 feet per 100 feet, and the minimum curve 7°; that the country is favorable and the conditions, as shown in the plan and profile now submitted, within those imposed by the Canadian Pacific Railway Act, and if the route, via the Kicking Horse Pass is approved by the Government, the location now submitted may be considered satisfactory.

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

C. SCHREIBER, per F.J.L.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 4th December, 1883.

The undersigned has the honor to represent that the Canadian Pacific Railway Company on the 1st inst., submitted a plan and profile showing the location of that portion of their main line extending from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

That the Chief Railway Engineer of the Department reports under date the 3rd inst., that the maximum grade on this piece of road is 1.40 feet per 100 feet, and

that the minimum curve 7° ; that the country is favorable for a railway, and the conditions, as shown in plan and profile, within those imposed by the Canadian Pacific Railway Act.

The undersigned recommends that the location of the section of railway referred to be approved.

Respectfully submitted,
J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 6th December, 1883.

On a memorandum dated 4th December, 1883, from the Acting Minister of Railways and Canals, submitting a plan and profile showing the location on the main line of the Canadian Pacific Railway, extending from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles. The Minister represents that the Chief Railway Engineer of his Department reports under date the 3rd instant, that the maximum grade on this piece of road is 1.40 feet per 100 feet, and the minimum curve 7° ; that the country is favorable for a railway and the conditions as shown on plan and profile, within those imposed by the Canadian Pacific Railway Act.

The Minister recommends that the location of the section of railway referred to be approved.

JOHN J. MCGEE, *Clerk Privy Council.*

Hon. Minister Railways and Canals.

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council dated 6th inst., approving the location of the Canadian Pacific Railway line, from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, *Secretary, C. P. R., Montreal.*

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council dated the 6th inst., approving the location of the line of the Canadian Pacific Railway Company, from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of 5 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

C. SCHREIBER, *Chief Engineer.*

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE THE SECRETARY, MONTREAL, 13th December, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th instant, enclosing copy of an Order in Council dated 6th instant, approving the location of the line of this railway from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

I am, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary, Railways and Canals.*

Location from the Crossing of the Wahnapiatae River to the 130th mile, West of Callander.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th November, 1883.

SIR,—I beg to hand you, for the approval of His Excellency the Governor-General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, in the Nipissing District extending from the crossing of the Wahnapiatae River, at 86½ miles to the 130th mile, west of Callander. Accompanying this, for your information, is a small scale, general map, showing the proposed route of the line to the 200th mile west of Callander.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, December 4th, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 29th ultimo, asking for the approval of the location of the main line of the Canadian Pacific Railway, and submitting a plan and profile thereof, extending from the 85th to the 130th mile west, of Callander, having been referred to me, I have the honor to report—

That on the section referred to the maximum grade is 1.10 feet per 100 feet, and the minimum curve 5°; that the country is generally favorable and the conditions, as shown on the plan and profile, within the limits imposed by the Canadian Pacific Railway Act. I therefore recommend that the location, as now submitted, be approved.

I have the honor to be Sir, your obedient servant,
C. SCHREIBER, per F. J. L.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, December, 5th, 1883.

Memorandum.

The undersigned has the honour to represent that under date the 29th ult., the Canadian Pacific Railway Company have submitted a plan and profile, showing the proposed location of that portion of their main line in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile, west of Callander.

That under date the 4th inst., the Government Chief Engineer has reported that the maximum grade in this section of railway will be 1.10 feet per 100 feet, and the minimum curve; 5° that the country is generally favorable, and the conditions, as shown in the plan and profile, within the limits proposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that the location of the said piece of road be approved.

Respectfully submitted,
J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 3th December, 1883.

On a memorandum dated 5th December, 1883, from the Acting Minister of Railways and Canals, submitting a plan and profile, showing the proposed location of that portion of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

The Minister represents that under date the 4th inst., the Chief Engineer of Railways has reported that the maximum grade on this section of the Canadian Pacific

Railway will be 1.10 feet per 100 feet, and the minimum curve 5°, that the country is generally favourable and the conditions, as show on the plan and profile, within the limits imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that the location of the said piece of road be approved.

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

JOHN J. MCGEE, *C. P. C.*

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated the 6th instant, authorizing the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Company.

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose to you a copy of a certified copy of an Order in Council, dated the 6th inst., approving of the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHEIBER, Chief Engineer.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 13th December, 1883.

SIR,—I have the honour to acknowledge the receipt of your letter of the 11th inst., enclosing copy of an Order in Council, dated the 6th inst., authorizing the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant.

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Location—Prince Arthur's Landing to Nipigon—Distance about 68 miles.

CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 20th March, 1883.

SIR,—I have now the honor to transmit a profile and plan showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, and I am instructed to request that the same may be submitted for the approval of His Excellency the Governor General in Council.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 21st March, 1883.

By letter dated 20th inst., the Secretary of the Canadian Pacific Railway Company submits for approval a plan and profile of the main line, between Prince Arthur's Landing and Nipigon, a distance of about 68 miles.

After examining the plan and profile, I find the location originally laid out by the Government is generally followed. There are no grades exceeding 53 feet to the mile, nor curves of a less radius than 1,433 feet.

That portion of the line covered by the plan, between Prince Arthur's Landing and Current River, has already been approved by Order in Council, dated the 6th November last, and I now recommend that the remaining portion to Nipigon be now approved.

I have the honor to be, Sir, your obedient servant,
C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary.

OTTAWA, 22nd March, 1883.

The undersigned has the honor to represent that the Canadian Pacific Railway Company have, under date the 20th inst., submitted for approval a profile and plan showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, a distance of about 68 miles.

That such profile and plan having been referred to the Government Chief Engineer, he has reported, under date the 21st inst., to the effect that the proposed location is generally that laid down by the Government, that there are no grades exceeding 53 feet to the mile, nor curves of a less radius than 1,433 feet, and advises approval of the location.

The portion between Prince Arthur's Landing and Current Creek, covered by the present plan, having already been approved of by Order in Council dated the 6th of November last, the undersigned recommends that approval be now given to the location of the portion between Current Creek and Nipigon, as shown on the plans submitted.

Respectfully submitted,
CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 29th March, 1883.

On a Report dated 22nd March, 1883, from the Minister of Railways and Canals, submitting an application dated 20th March inst., from the Canadian Pacific Railway Company, for the approval of a profile and plan, showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, a distance of about 68 miles.

The Minister represents that such profiles and plans having been referred to the Government Chief Engineer, he has reported, under date the 21st inst., to the effect that the proposed location is, generally, that laid down by the Government; that there are no grades exceeding 53 feet to the mile nor curves of a less radius than 1,433 feet, and advises of the approval of the location.

The Minister further represents that the portion between Prince Arthur's Landing and Current Creek, covered by the present plan, having been already approved of by Order in Council, dated the 6th of November last, he recommends that approval be now given to the location of the portion between Current Creek and Nipigon, as shown on the plans submitted.

The committee concur in the foregoing recommendation and submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 6th April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated 29th ult., approving the location of that portion of the Canadian

Pacific Railway line between Current Creek and Nipigon, a distance of about 68 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer.

OTTAWA, 6th April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated 29th ult., approving the location of that portion of the Canadian Pacific Railway line between Current Creek and Nipigon, a distance of about 68 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R.

NUMBER TWO.

CORRESPONDENCE RELATING TO THE SELECTION AND RESERVATION OF LAND.

HUDSON BAY COMPANY, LAND DEPARTMENT,
WINNIPEG, 2nd February, 1883.

MY DEAR SIR,—I am obliged for your letter of the 26th ult., enclosing plan of the land you require at Rat Portage.

I find upon examining this plan, that it covers a total area of 60,022 acres. Under the deed of surrender you are entitled to one-twenty-fifth of the property owned by the company at Rat Portage, which amounts to 690 acres, and the proportion due to the Government would be 27.6 acres. You are therefore asking for, according to the plan you have sent me, about thirty-three acres more than you are entitled to under the deed of surrender.

On examining the plan I find that you have made an encroachment upon ground which we have laid out in town lots, and upon examining our sales, I find that we have sold nearly all of the lots according to the survey, which you now propose to take from us.

I send you a plan of Rat Portage, which has been registered in the registry office, and is therefore binding upon all parties, and which will show you what damage you propose to do. The black line shows the piece that we supposed you had desired to take. The red line shows what your plan enclosed in your letter covers. You have thus carried your piece of ground to the westward and abandoned it to the eastward, and in this way have taken in lots which are on a plan duly registered, and which cannot therefore be altered, and all but two of which have absolutely been sold.

I must ask you, therefore, to be good enough to change the plan that you have sent me, and let the western boundary be according to the black mark on the enclosed plan, and you can take, of course, whatever further quantity you want to the eastward, and thus not interfere with the town plot, which, as I have said, has been registered as a plan and lots sold under it.

Yours very truly,

C. J. BRYDGES.

C. SCHREIBER, Ottawa.

WINNIPEG, 3rd February, 1883.

MY DEAR SIR,—Referring to my letter of yesterday you will of course understand that if you decide to take the land shown on the plan you sent me, you will have to purchase the lots sold by us from the parties we have sold to. We have given you more than the one-twenty-fifth without the piece sold as lots.

Yours truly,

C. J. BRYDGES.

C. SCHREIBER.

CANADIAN PACIFIC RAILWAY OFFICE OF THE ENGINEER-IN-CHIEF.

OTTAWA, 9th February, 1883.

SIR,—Having received further communications from C. J. Brydges, Esq., Land Commissioner to the Hudson Bay Company, in reference to their land proposed to be taken for railway purposes at Rat Portage, I have the honor to report.

I am informed by Mr. Brydges, that a portion of the land proposed to be taken by the Canadian Pacific Railway, as recommended in my report of the 26th October last, has been laid out in town lots and the lots sold.

Mr. Brydges also states that the Hudson Bay Company do not include the lots already sold in the free surrender of land they have made to the Government for railway purposes; I have, therefore, prepared a plan, showing in that portion colored red, the land I now suggest should be taken to meet the railway requirements, the lots now sold being excluded therefrom.

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 17th February, 1883.

SIR,—I have to acknowledged the receipt of your letter of the 9th inst., in relation to the question of the land at Rat Portage, to be taken from the Hudson Bay Company for the use of the Canadian Pacific Railway, such letter being accompanied by a plan showing the location of the said land, as amended in accordance with the letter of the Company's Land Commissioner, addressed to you under date the 2nd inst., whereby they represent that they have divided their land in this place into town lots which have been already sold, and asking that the railway boundary may be altered so as to avoid their inclusion.

In reply, I am directed to say that the Minister approves of the amended location of the railway property as shown on the plan submitted to you, and to request that you will take the necessary steps to effect its transfer to the Government.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer, C. P. R.

NUMBER THREE.

CORRESPONDENCE RELATING TO THE ADJUSTMENT OF ACCOUNT BETWEEN THE GOVERNMENT AND THE COMPANY, AND SUBSIDY.

CANADIAN PACIFIC RAILWAY, OTTAWA, 1st February, 1883.

SIR.—The account against the Canadian Pacific Railway, amounting to \$1,042,519.29, subject to correction, rendered some time ago, has this day been under discussion with the Canadian Pacific Railway Company's officers, with a view to adjustment.

It is considered that under the terms of their contract, the following sums do not form proper charges against the Company, viz:—

No. 1. Wire fencing, Skead & Haycock.....	\$18,500 00
“ 2. “ “ Stubbs & Co	8,000 00
“ 3. Temporary bridge over Red River	6,950 00
“ 4. duty on engines.....	7,599 50
“ 5. Freight in store.....	2,158 01
“ 6. “ transit.....	3,400 14

\$46,607 65

The following are the reasons for omitting the above mentioned sums from the account against the Canadian Pacific Railway Company.

1st. The contract made with Messrs. Skead and Haycock, was cancelled in consequence of the contract made with the Canadian Pacific Railway Company, to construct the railway; the materials delivered by Messrs. Skead & Haycock were paid for, and subsequently sold by auction, the proceeds being paid in to the credit of the Receiver-General.

2nd. The sum of \$8,000 was paid Messrs. Stubbs & Co., for fencing on the Pembina Branch which had not previously been executed.

3rd. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4th. Custom duties were included in making the valuation of the engines, and it is now considered the valuation should have been exclusive of duties.

5th. A portion of the freight in store when the transfer was made to the Company, consisted of a quantity of goods and chattels not worth the freight, and which were never called for; in fact, some were not worth the cost of removing. The sum of \$2,158.01 represents the freight on such materials, and is struck out.

6th. By error, an overcharge of \$3400.14, was made on freight in transit, which is now corrected.

The account therefore stands as follows:—

Account formerly rendered (subject to correction)...	\$1,042,519 29
Amount erroneously charged.....	46,607 65

Account as adjusted.....\$995,911 64

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

C. SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 2nd February, 1883.

The undersigned has the honor to represent that under the terms of the contract made with the Canadian Pacific Railway Company, they were to take over the portion of railway, 100 miles in length, extending from the City of Winnipeg westwards, they paying the cost of the work up to the time, when it was taken out of the hands of the contractor, and the expenses subsequently incurred by the Government in its prosecution.

That under the terms of the Order in Council of the 9th April, 1881, transferring the Pembina Branch and the line from Selkirk to Telford, to the Company, they were to take over, at a fair valuation, such rolling stock as the Government could dispense with, together with general stores, cordwood, station furniture, &c., also rails, &c., in sidings. They were further to take over the freight, paying to the Government the charges thereon.

That accordingly a valuation was made, subject to correction, and in the first estimate given by the Chief Engineer, dated the 18th of January, 1882, the company were debited with the sum of \$1,042,519.29, as representing "work performed on first 100 miles west of Red River, including rails, plant, rolling stock, &c., transferred freight in transit and in store on the 1st of May 1881."

That a report has now been furnished by the Chief Engineer, dated the 1st inst., from which it appears that certain items of the said account should not properly be charged against the Company. They are as follows:—

No. 1. Wire fencing, Skead & Haycock.....	\$18,500 00
2. " " Stubbs & Co.....	8,000 00
3. Temporary bridge over Red River.....	6,950 00
4. Duty on engines.....	7,599 50
5. Freight in store.....	2,158 01
6. " transit.....	3,400 14

\$46,607 65

That the reasons given by the Chief Engineer for the omission of the above mentioned sums from the account against the Company are as follows:—

1. The contract with Messrs. Skead & Haycock was cancelled in consequence of the contract made with the Company for the construction of the railway. The materials delivered by Messrs. Skead & Haycock were paid for and were subsequently sold by auction, the proceeds being paid in to the Receiver-General.

2. The sum of \$8,000 was paid to Messrs. Stubbs & Co., for fencing on the Pembina Branch, which had not previously been executed.

3. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4. Custom duties were included in making the valuation of the engines, and it is now considered that the valuation should have been exclusive of duty.

5. A portion of the freight in store when the transfer was made to the Company consisted of a quantity of goods and chattels not worth the freight, and which were recancelled for, in fact, some were not worth the cost of removing. The sum of \$2,158.01, represents the freight charges on such goods, and is struck out.

6. By error, an overcharge of \$3,400.14 was made on freight in transit, which is now corrected.

That the Chief Engineer shows the account against the Company now to stand as follows:—

Account formerly rendered (subject to correction)....	\$1,042,519 29
Amount erroneously charged.....	46,607 65
	\$995,911 64
Account as adjusted	\$995,911 64

The undersigned recommends that the said sum of \$995,911.64 be the basis of the adjustment of this account.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 27th March, 1883.

On a Report dated 2nd February, 1883, from the Minister of Railways and Canals, submitting that under the terms of the contract made with the Canadian Pacific Railway Company, they were to take over the portion of railway 100 miles in length, extending from the City of Winnipeg westwards, they paying the cost of the work up to the time when it was taken out of the hands of the contractor, and the expenses subsequently incurred by the Government in its prosecution.

The Minister represents that under the terms of the Order in Council of the 9th of April, 1881, transferring the Pembina Branch and the line from Selkirk to Telford to the Company, they were to take over at a fair valuation, such rolling stock as the Government could dispense with, together with general stores, cordwood, station furniture, &c.; also rails, &c., in sidings. They were further to take over the freight paying to the Government the charges thereon.

That accordingly a valuation was made, subject to correction, and in the first estimate given by the Chief Engineer, dated the 18th of January, 1882, the Company were debited with the sum of \$1,042,519.29 as representing "work performed on first 100 miles west of Red River, including rails, plant, rolling stock, &c., transferred, freight in transit and in store, on the 1st May, 1881."

The Minister further represents that a report has now been furnished by the Chief Engineer, dated the 1st instant, from which it appears that certain items of the said account should not properly be charged against the Company. They are as follows:—

No. 1. Wire fencing, Skead and Haycock.....	\$18,500 00
2. Wire fencing, Stubbs & Co.....	8,000 00
3. Temporary bridge over Red River.....	6,950 00
4. Duty on Engines.....	7,599 50
5. Freight in store.	2,158 01
6. Freight in store transit.....	3,400 14

\$46,607 65

That the reasons given by the Chief Engineer for the omission of the above mentioned sums from the account against the Company, are as follows:—

1. The contract with Messrs. Skead & Haycock was cancelled in consequence of the contract made with the Company for the construction of the railway. The materials delivered by Messrs. Skead & Haycock were paid for and were subsequently sold by auction, the proceeds being paid in to the Receiver General.

2. The sum of 8,000 was paid to Messrs. Stubbs & Co., for fencing on the Pembina Branch, which had not been previously executed.

3. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4. Custom duties were included in making the valuation of the engines, and it is now considered that the valuation should have been exclusive of duty.

5. A portion of the freight in store when the transfer was made to the Company, consisted of a quantity of goods and chattels not worth the freight, and which were never called for, in fact, some were not worth the cost of removing. The sum of \$2,158.01 represents the freight charges on such goods and is struck out,

6. By error an overcharge of \$3,400.14 was made on freight in transit, which is now corrected.

That the Chief Engineer shows the account against the Company now to stand as follows:—

Account formerly rendered (subject to correction)...	\$1,042,519 29
Amount erroneously charged.....	46,607 65

Account as adjusted..... \$995,911 64.

The Minister recommends that the said sum of \$995,911.64 be the basis of the adjustment of this account.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 3rd April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council authorizing that the account of \$1,042,519.29 made out (subject to correction) against the Canadian Pacific Railway Company, be adjusted by the omission of items aggregating \$46,607.65, leaving the balance of \$995,911.64 as the basis of adjustment of this account.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer.

Subsidy—Central Section—Estimate No. 44—distance completed 900 miles, Eastern Division; 54 miles Western Division; Total, 954 miles.

Description of Works—Cash Subsidy—No. of Contract, Canadian Pacific Railway Company—Locality of Works West of Red River—Central Section—Name of Contractors Canadian Pacific Railway Company—Date of Contract, October 21st, 1880.

Progress Estimate of Work done and materials delivered from the beginning of operations under this contract, to the 5th December, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under Contract numbered and dated as above.

Total value of work done and materials delivered to the 5th December 1883\$9,719,982 00

Eastern Division, 900 miles, at \$10,000.....\$9,000,000 00

Western Division, 54 " " 13,333..... 719,982 00

Total amount.....\$9,719,982 00

ADD—advance on rails, 56,530 tons @ \$ 50=\$2,826,500 × 75 per cent..... 2,119,875 00

LESS—For rails on track upon which an advance has been made, 53,030 tons @ \$50=\$2,651,500 × 75 p. c... 1,988,625 00 131,250 00

\$9,851,232 00

The above is a correct estimate, made up from the returns forwarded by James Dickey and J. St. V. Caddy. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned, as done, has been duly authorized by the Department.

FRANCIS J. LYNCH, *in charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$9,851,232. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in Chief, per F. J. L.*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 5th December, 1883.

I hereby certify that 954 miles of the Central Section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment thereof as is required for the traffic thereon.

C. SCHREIBER, *per F. J. L.*

MONEY SUBSIDY.

Section.	Miles.	Rate of Subsidy per mile.	Subsidy on Mileage.	Payments on Rails.	Total.	Net Amount certified to by Engineer.
Central Section—						
Eastern Division	900	10,000 00	9,000,000	.....	9,000,000	
Western Division	54	13,333 00	719,982	131,250	851,232	9,851,232
Eastern Section.....	120	15,384 61	1,846,153	304,735	2,150,888	2,650,888
Total	1,074	.....	11,566,135	435,985	12,002,120	12,002,120

LAND SUBSIDY.

Section.	Miles.	No. of Acres per Mile.	Total No. of Acres.	Less $\frac{1}{5}$ to be Deducted.	Total No. of Acres less $\frac{1}{5}$
Central Section—					
Eastern Division.....	900	12,500	11,250,000	2,250,000	9,000,000
Western Division.....	54	16,666 $\frac{2}{3}$	900,000	180,000	720,000
Eastern Section.....	120	9,615 $\frac{1}{3}$	1,153,842	230,768	923,074
Total.....	1,074		13,303,842	2,660,768	10,643,074

6th December, 1883.

SIR,—I have the honor to inform you that under date the 6th inst., a certificate has issued from the Chief Engineer of the Canadian Pacific Railway, showing the completion and equipment sufficiently to admit of the running of regular trains thereon of a further extent of 33 miles of road on the Western Division of the Central Section. Under this certificate, the Company are entitled to receive their land subsidy, viz.: 33 miles, at 16,666 $\frac{2}{3}$, making a total of 549,999 $\frac{78}{100}$ acres, less one-fifth retained by the Government.

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

A. P. BRADLEY, *Secretary.*

Deputy Minister of the Interior.

Memorandum.

6th December, 1883.

The undersigned has the honor to represent that, under date the 6th inst., certificate has issued from the Chief Engineer of the Canadian Pacific Railway, showing the completion and equipment, so far as to admit of the running of regular trains thereon, of a further section of 33 miles of road, on the Western Division of the Central Section, the total distance so completed on this section being 954 miles.

The following are the particulars of said certificate:—

Total value of work done and materials delivered up to 5th December, 1883, on the Central Section:—

Eastern Division, 900 miles, at \$10,000.....	\$9,000,000 00
Western " 54 " at 13,333.....	719,982 00

\$9,719,982 00

Add—Advance on rails, 56,530 tons, at \$50—\$2,826,500×75 p. c.

\$2,119,875 00

Less—For rails on track on which an advance has been made, 53,030 tons, at \$50—\$2,651,500×75 p. c.

1,988,625 00

\$131,250 00

Total.....\$9,851,232 00

That of this amount there has already been paid the sum of.....

9,534,393 00

leaving the balance now payable to the Canadian Pacific Railway Company.....

\$316,239 00

That under the certificate in question, the Company are further entitled to receive their land subsidy for the said 33 miles of road at the rate of 16,666 $\frac{2}{3}$ acres, or a total of 540,999 $\frac{75}{100}$ less one-fifth retained by the Government.

The undersigned recommends that authority be given for the payment to the Company of the balance of the Money Subsidy due under the present certificate, namely, \$316,239.

Respectfully submitted.

J. H. POPE, *Acting Minister, Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 10th of December, 1883.

On a memorandum dated the 6th of December, 1883, from the Acting Minister of Railways and Canals, representing that a certificate, dated the 6th instant, has been received from the Government Chief Engineer of the Canadian Pacific Railway, showing that upon the Western Division of the Central Section of the railway, there has been completed and equipped, so far as to admit of the running of regular trains thereon, a further extent of thirty-three (33) miles of road, making a total on this section of 954 miles so completed.

The Minister submits the following particulars of the present certificate:—

Total value of work done and materials delivered up to 5th December, 1883, on the central section:—		
Eastern Division, 900 miles, at \$10,000.....		\$9,000,000
Western " 54 " 13,333.....		719,982
		\$9,719,982
ADD—Advance on rails, 56,530 tons, at \$50=	\$2,826,500+75.	\$2,119,875
LESS—For rails on track, upon which an advance has been made, 53,030 tons, at \$50 =	\$2,651,500 + 75 p. c.....	\$1,988,625
		131,250
		\$9,851,232

That of this amount the books of the Accountant of the Department show that there has been already paid the sum of..... \$9,534,993

Leaving the balance now payable to the Company..... \$316,239

The Minister states that the present certificate further shows that the company are entitled to receive their land subsidy for the said thirty-three (33) miles at the rate of 16,666·66 acres a mile, or a total of 549,999·78 acres, less one-fifth retained by the Government under the contract.

The Minister recommends that authority be given for the payment to the Canadian Pacific Railway Company of the aforesaid balance, namely, three hundred and sixteen thousand two hundred and thirty-nine dollars (\$316,239 00).

The Committee advise that the requisite authority be granted.

JOHN J. MCGEE.

Minister Railways and Canals.

OTTAWA, 11th December, 1883.

SIR,—I have the honor to inform you that under date the 10th inst., an Order in Council was passed authorizing the payment to your Company of the sum of \$316,239, for a further extent of 33 miles of road on the Western Division of the Central Section of your line, completed and equipped so far as to admit of the running of regular trains thereon, making a total of 954 miles on that section so completed.

The total value of work done and of materials delivered up to 5th December, 1883, on both Divisions of the Central Section is:—

Eastern Division, 900 miles, at \$10,000.....		\$9,000,000
Western " 54 " 13,333.....		719,982
		\$9,719, 82

Add—Advance on rails, viz.: 56,530 tons, at \$50=		
2,826,500 + 75 per cent	\$2,119,875	
Less—For rails on track, on which an advance has been made,		
viz.: 53,030 tons, at \$50 = 2,651,500 + 75 per cent...	1,988,625	
		<u>131,250</u>
		<u>\$9,851,232</u>
That of this amount there has already been paid in the sum of.....	9,534,993	

Leaving a balance now payable..... \$316,239

That in addition to the money subsidy, the Company are further entitled to a subsidy in land for the 33 miles so completed, at the rate of 16,666·66 acres per mile, or a total of 549,999·78 acres, less one fifth, retained by the Government under the contract.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

OTTAWA, 11th December, 1883.

SIR,—I have the honor to inform your that under date the 10th instant, an Order in Council passed, authorizing the payment to the Canadian Pacific Railway Company of the sum of \$316,239, for a further extent of 33 miles of road on the Western Division of the Central Section of the line, making a total in all of 954 miles on this section completed and equipped so far as to admit of the running of trains thereon. The present Order is based on a certificate of the Government Engineer, a copy of which has already been furnished you.

The company are further entitled, under the certificate, to their land subsidy for the said 33 miles, at the rate of 16,666·66 acres per mile, or a total of 549,999·78 acres, less one fifth, retained by the Government.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. L. McDougall, Auditor-General.

Subsidy Eastern Section, Estimate No. 10, distance 100 miles West of Callander, 57 miles East of Port Arthur.

Description of works, Cash subsidy—No. of contract—Canadian Pacific Railway Company—locality of works—Eastern Section, Callander to Junction with Lake Superior Section—Name of Contractors, Canadian Pacific Railway Company—Date of Contract, October 21, 1880.

Progress estimate of work done and materials delivered from the beginning of operations under this contract to 15th December, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the 15th December, 1883.

West of Callander, 100 miles,	} at \$15,384.61	2,569,229
East of Port Arthur, 67 miles,		

Total amount..... 2,569,229

Add—advance on rails:—

Mattawa 9,342, at \$30=\$280,260 + 75 p.c....	\$210,195
Hochelega—4,312, at \$28=\$120,136 + 75 p.c...	90,552
Port Arthur—2,398, at \$33=79,002 + 75 p.c....	59,250
Red Rock and vicinity—6,903 at \$34.50=238,153	
+75 p.c.....	178,615

\$538,612

Less—Covered by this estimate :

6,170 at \$30=185,100 + 75 p.c.....	\$138,825	
4,312 " \$28=120,736 + 75 p.c.....	90,552	
2,008 " \$33= 66,000 + 75 p.c.....	49,500	
2,000 " \$34.50=69,000 + 75 p.c.....	51,750	
		330,627
		----- 207,985.
		<u>\$2,777,214</u>

The above is a correct estimate, made up from the returns forwarded by Thos. Ridout and J. St. V. Caddy. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$2,777,214. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 15th December, 1883,

I hereby certify that 167 miles of the eastern section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment thereof as is required for the traffic thereon.

C. SCHREIBER.

Memorandum.

OTTAWA, 17th December, 1883.

The undersigned has the honor to represent that under date the 15th instant, the Chief Engineer of the Canadian Pacific Railway, has certified that a further extent of 47 miles on the Eastern Section has been so far completed and equipped as to admit of the running of regular trains thereon, making a total in this division of 167 miles so completed.

The following are the details of the said certificates :—

The total value of work done and materials delivered up to 15th December, 1883, 167 miles, at \$15,384.61 a mile	\$2,569,229
Add—Net advance on rails.....	207,985
	<u>\$2,777,214</u>
Of this amount there has already been paid	2,150,888

Leaving the balance now payable to the Canadian Pacific Railway Company..... \$626,326

Under the said certificate, the company are further entitled to receive their land subsidy for the said 47 miles, at the rate of 9,615.35 acres a mile, or a total of 451,921.45 acres, less one-fifth, retained by the Government under the contract.

The undersigned recommends that authority be given for the payment to the company of \$626,326.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

OTTAWA, 17th December, 1883.

SIR,—I have the honor to inform you, that under date the 15th instant, the Chief Engineer of the Canadian Pacific Railway has issued a certificate showing the completion and equipment so far as to admit of the running of regular trains thereon, of a further extent of 47 miles of road west of Callander, 20 miles; east of Port Arthur, 27; total, 47 miles on the Eastern Section, making a total of 167 miles on this section so completed.

Under this certificate the company are entitled to their land subsidy for said 47 miles, at the rate of 9,615·35 acres a mile, or a total of 432,701·45 acres, less one-fifth, retained by the Government.

I am, Sir, Your obedient servant,

A. P. BRADLEY, *Secretary.*

J. R. HALL, Esq., Secretary. Dept. of the Interior.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 13th December, 1883.

On a memorandum dated 17th December, 1883, from the Acting Minister of Railways and Canals, representing that a Certificate, dated the 15th instant, has been received from the Government Chief Engineer of the Canadian Pacific Railway, showing that upon the Eastern Section (Callander to junction with Lake Superior Section) of the railway, there has been completed and equipped, so far as to admit of the running of regular trains thereon, a further extent of 47 miles of road, making a total on this division of 167 miles so completed.

The Minister submits the following particulars of the present certificate:—

Total value of work done, materials delivered, up to 15th December, 1883: 167 miles, at \$15,384.61 a mile..... \$2,569,229
 The 167 miles being divided thus: West of Callander, 100; east of Port Arthur, 67.

Add advance on rails.

9,342 at \$30.00=	\$280,260 + 75 per cent.	\$210,195	
4,312 " 28.00=	120,736 + 75 "	90,552	
2,394 " 33.00=	79,002 + 75 "	59,250	
6,903 " 34.50=	238,153 + 75 "	178,615	
			\$538,612

Less—Covered by this estimate:—

6,170 at \$30.00=	\$185,100 + 75 per cent.	\$138,825	
4,312 " 28.00=	120,736 + 75 "	90,552	
2,000 " 33.00=	66,000 + 75 "	49,500	
2,000 " 34.50=	69,300 + 75 "	51,750	
			330,627

207,985
 \$2,777,214

Of this amount, the books of the Accountant of the Department show that there has been already paid the sum of.....

2,150,888

Leaving the balance now payable to the Canadian Pacific Railway Company.....

\$ 626,326

The Minister states that the present certificate further shows that the Company are entitled to receive their land subsidy for the said (47) forty-seven miles, at the rate of 9,615·35 acres a mile, or a total of 451,921·45 acres, less one-fifth, retained under the contract.

The Minister recommends that authority be given for the payment to the Canadian Pacific Railway Company, of the aforesaid balance, namely, six hundred and twenty-six thousand, three hundred and twenty-six dollars (\$626,326).

The Committee advise that the requisite authority be granted.

JOHN J. MCGEE.

OTTAWA, 21st December, 1883.

SIR,—I have the honor to inform you, that under date the 19th inst., an Order in Council passed authorizing the payment to the Canadian Pacific Railway Company of the sum of \$626,326, for a further extent of 47 miles (west of Callander 20, and east of Port Arthur 27), of road on the Eastern Section of the line, making a total of 167 miles on this section completed and equipped, so far as to admit of the running of trains thereon.

The present Order is based on a certificate of the Government Engineer, a copy of which has already been furnished you.

The Company are further entitled, under the certificate, to their land subsidy for the said 47 miles at the rate of 9,615.35 acres a mile, or a total of 451,921.45 acres less one-fifth retained under their contract.

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

A. P. BRADLEY, *Secretary.*

J. L. McDUGALL, Esq., Auditor General.

OTTAWA, 21st December, 1883.

SIR,—I have the honor to inform you that under date the 19th inst., an Order in Council passed authorizing payment to your Company of the sum of \$626,326, for a further extent of 47 miles of road (west of Callander 20, east of Port Arthur 27), on the Eastern Section of your line, completed and equipped so far as to admit of the running of regular trains thereon, making a total of 167 miles on the section so completed. The total value of work done and of materials delivered up to 15th December, 1883, being west of Callander, 100 miles; east of Port Arthur, 67—167 miles, at \$15,384.61 a mile..... \$2,569,229

ADD—Advance on rails:—

9,342 at \$39.00=	\$280,260+75 per cent.....	\$210,195	
4,312 " 28.00=	120,736+75 "	90,552	
2,394 " 33.00=	79,002+75 "	59,230	
6,903 " 34.50=	238,153+75 "	178,615	
			\$538,6.2

LESS—Covered by this estimate:—

6,170 at \$30.00=	\$185,100+75 per cent.....	\$138,825	
4,312 " 28.00=	120,736+75 "	90,552	
2,000 " 33.00=	66,000+75 "	49,500	
2,000 " 34.50=	69,000+75 "	51,750	
			330,627

207,985

\$2,777,214

Of this amount the books of the Accountant of the Department show that there has been already paid the sum of..... 2,150,888

Leaving the balance now, payable to the Canadian Pacific Railway Company of..... \$626,326

Under the said certificate, the Company are further entitled to receive a subsidy in land for the said 47 miles, at the the rate of 9,615.35 acres a mile, or a total of 451,921.45 acres, less one-fifth, retained by the Government under the contract.

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

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C.P.R. Co.

Eastern Section—Advances on Rails—Second Advance on Stock at Hochelaga.

Memorandum. Re-advances on rails delivered at Hochelaga.

The Minister of Justice reports on application of the Canadian Pacific Railway Co., dated 10th November, 1882, for advances on rails delivered at Hochelaga. That

although a doubt exists as to whether these rails may be considered as delivered of the line of the Canadian Pacific Railway, as defined by Sec. 1, 37 Vic., chap 14, yet as the advances asked for do not exceed three-fourths of the value of said rails, he sees no objection to their being made, care being taken that a good title to the rails be made to Her Majesty.

Order in Council, 2nd December, 1882, authorizing the advance of \$35,638 on 4,078 tons of rails, being 75 per cent. of their value, at \$28 per ton—\$114,184.

As the above Order in Council is not general as to all rails delivered at Hochelaga, but for a specific quantity, it will be necessary to obtain another Order in Council for the advance on the rails returned by Mr. Schreiber, 23rd January, 1883, viz.: 234 tons at \$28, \$6,552 by 75, \$4,914, and then payment may be made, on a good title to the same being made to Her Majesty, in accordance with report of the Minister of Justice

The necessary papers with regard to title would be drawn up in the Department of Justice.

T. R.

Memorandum.

OTTAWA, 5th February, 1883.

The undersigned has the honor to represent that, under date of 2nd December last, an Order in Council was passed, authorizing an advance upon steel rails, &c., the property of the Canadian Pacific Railway Company, stored at Hochelaga, such advance being made upon an opinion given by the Hon. the Minister of Justice.

That application having been made by the Company for an advance on a further quantity, an inspection has been made by the proper officer, who has reported to the effect that owing to the depth of snow he was unable to verify the quantities claimed to be in store by the Company, beyond a quantity of 234 tons, as to the presence of which he certified.

Upon a report received from the Chief Engineer, dated the 23rd ult., the undersigned recommends that authority be given for an advance to the company upon a further quantity of 234 tons of steel rails, &c., in store at Hochelaga, as follows: an advance of \$4,914, being 75 per cent. of their value at \$28 a ton, payment to be made on receipt of a good title to the said rails being given to Her Majesty by the Company, such title to be approved by the Hon. the Minister of Justice.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 6th February, 1883.

On a memorandum dated 5th February, 1883, from the Minister of Railways and Canals, submitting that by Order in Council, dated 2nd December last, authority was granted for an advance upon steel rails, &c., the property of the Canadian Pacific Railway Company, stored at Hochelaga, such advance being made upon an opinion given by the Minister of Justice, and they now make application for an advance upon a further quantity.

The Minister represents that an inspection was made by the proper officer, who reports to the effect that owing to the depth of snow he was unable to verify the quantities claimed to be in store by the Company, beyond a quantity of 234 tons as to the presence of which he certifies.

The Minister recommends, upon the report dated 23rd January, ult., of the Chief Engineer, that authority be given for an advance to the Company upon a further quantity of 234 tons of steel rails, in store at Hochelaga, as follows:—An advance of four thousand nine hundred and fourteen dollars (\$4,914), being 75 per cent. of their value, at \$28 a ton, payment to be made on receipt of a good title to the said rails being given to Her Majesty by the Company, such title to be approved by the Minister of Justice.

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

Hon. Minister Railways and Canals.

JOHN MCGEE.

OTTAWA, 12th February, 1883.

SIR,—I have the honor to inform you, that under date the 6th inst., an Order in Council was passed authorizing a further advance to the Canadian Pacific Railway Company of \$4,914 upon rails stored at Hochelaga, your report of the 30th November last in respect of a similar advance having been the basis of the recommendation of the Minister of this Department for the present advance.

The order requires, as in the former instance, that a good title to the said rails shall be vested in Her Majesty, and I have accordingly to request that you will be pleased to cause the same course to be followed as on the last occasion for the obtaining of such title from the Company.

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

A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 14th February, 1883.

SIR,—I have the honor, in compliance with your request contained in your letter of this day's date, to enclose the agreement with the Canadian Pacific Railway Company of the 16th December last, under which certain rails intended for use on the Eastern Section of their road, were assigned to the Crown as security for the sum advanced to them thereon, under their contract. I have to request that the present document may be returned to this office.

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

A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 14th February, 1883.

Re advance on steel rails.

SIR,—I have the honor to request that you will return me the agreement enclosed to you in my letter of the 18th December last, conveying the first quantity of rails to the Crown.

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

G. W. BURBIDGE, *Deputy Minister of Justice.*

Secretary Railways and Canals.

OTTAWA, 21st February, 1883.

Re second advance upon steel rails.

SIR,—Referring to your favor of the 12th inst., I have the honor to request that you will be pleased to name some person to take delivery of the rails. When advising such person of his appointment, please instruct him to act under the advice of Mr. H. Abbott, advocate, of Montreal, the Agent of this Department in the above matter.

In instructing Mr. Abbott in this matter, I have requested him to have all the rails remaining in the yard transferred to the Crown, so that should the Government agree to advance a further sum upon the security of the 125 tons which the Company claims in the yard, a further agreement will not be necessary.

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

A. POWER, *for D. M. J.*

Secretary Railways and Canals.

OTTAWA, 23rd February, 1883.

Re second advance on steel rails.

SIR,—Referring to my letter of the 21st inst. I have the honor to inform you that the Agent of this Department reports that it will be unnecessary to have

another formal delivery of rails, as Mr. Robertson has already taken possession of the whole quantity of the rails in the Company's yard.

I have the honor to be, Sir, your obedient servant,
A. POWER, *for D. M. J.*

Secretary Railways and Canals.

OTTAWA, 26th February, 1883.

Re second advance on steel rails.

SIR,—I have the honor to enclose herewith duplicate agreement for execution by the Honorable the Minister of Railways and Canals, and to request that after such execution one copy may be returned, to be forwarded to the Company, the other to remain on record in your Department.

I also enclose Mr. Abbott's account for services rendered, viz. :—\$25 for services in first advance, and \$10 for second advance; and referring to your letter of the 31st ult., I presume I may inform Mr. Abbott that this account has been sent to the Canadian Pacific Railway Company for payment.

I have the honor to be, Sir, your obedient servant,
GEO. W. BURBIDGE, *Deputy Minister of Justice.*

Secretary Railways and Canals.

OTTAWA, 27th February, 1883.

SIR,—As requested by your letter of the 26th inst., I have the honor to return to you herewith duly executed by the Minister of this Department, a duplicate of the agreement made with the Canadian Pacific Railway Company in respect of the second advance on rails stored at Hochelaga.

The account of your Agent has been forwarded to the Company for payment.

I have the honor to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

OTTAWA, 3rd March, 1883.

Re second advance on rails.

SIR,—I have the honor to return first agreement and files, being all the papers in the above matter.

I have the honor to be, Sir, your obedient servant,
A. POWER, *for D. M. J.*

Secretary Railways and Canals.

THIS AGREEMENT made between Her Majesty the Queen represented and acting for and on behalf of the Dominion of Canada by the Honorable Sir Charles Tupper, Minister Railways and Canals of the Dominion, hereinafter called the Government, and the Canadian Pacific Railway Company, a body corporate and politic represented by Duncan McIntyre, the Vice-President, and Charles Drinkwater, the Secretary thereof.

WITNESSES that under the terms of the existing contract between the Government and the Company for the construction of the Canadian Pacific Railway, and under the Statute in such case made and provided, the Government has advanced to the Company the sum of four thousand nine hundred and fourteen dollars upon two hundred and thirty-four tons of steel rails, amounting, at twenty-eight dollars per ton, to the sum of six thousand five hundred and fifty-two dollars; the said advance being seventy-five per cent. of the said amount; the said rails being now deposited near the line of the said Canadian Pacific Railway, in the Parish of Hochelaga, in the County of Hochelaga, in the Province of Quebec, and being intended to be used in the con-

struction of the said railway, the receipt of which advance the said Company hereby acknowledge whereof quit.

And in consideration of the said advance, and as security therefor, the Company have assigned, and do hereby assign, transfer to the Government hereof, as aforesaid, the quantity of three hundred and fifty nine tons of steel rails now lying in the yard of the said Company, in the said Parish of Hochelaga, and have already delivered the same to me, G. W. Robinson, of the City of Montreal, together with a larger quantity of rails, who has taken possession of the same for and behalf of the Government.

And it is hereby covenanted and agreed by the Company that they will not encumber the said steel rails for any purpose or in any manner or way whatsoever, and will not remove the same from the said yard except for the purpose of the construction of the Canadian Pacific Railway, west of Callender, upon the portion thereof known as the Eastern Section thereof. And the Government hereby authorizes the Company to take such portion of the said rails as shall be required for the said purpose, upon the condition (to which the Company hereby agree) that the Government shall deduct from the subsidy to be paid to the Company by the Government under the said contract, upon the settlement for each section of twenty miles of said railway, a proportion of such subsidy corresponding to the proportion of such rails which has been used in the construction of such section.

In witness whereof the parties hereto have executed these presents at the times and places set opposite their names respectively.

Witness to the signatures of the Vice-President and Secretary of the Canadian Pacific Railway Company. (Signed,) A. BROWNING. MONTREAL, 24th February, 1883.	}	For the Canadian Pacific Railway Company. (Signed) M. McINTYRE, <i>Vice-President.</i> " C. DRINKWATER, <i>Secretary.</i> (Seal) MONTREAL, 24th February, 1883.
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Witness to the signatures of the Minister and Secretary of Railways and Canals of Canada. (Signed,) H. A. FISSIAULT. OTTAWA, 27th February, 1883.	}	(Signed) CHARLES TUPPER, <i>Minister Railways and Canals.</i> " A. P. BRADLEY, <i>Secretary.</i> (Seal.)
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OTTAWA, 6th March, 1883.

SIR,—I have the honor to inform you, that under the authority of an Order in Council passed on the 6th ult., an advance of \$4,914 has been made upon a further quantity of 234 tons of steel rails, &c., in store at Hochelaga, for the use of the Eastern Section of your line, west of Calender; such rails having already been taken possession of on the part of the Government and the necessary agreement having been duly executed, under dates the 24th and 27th ult.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C.P.R. Co.

MONTREAL, 9th March, 1883.

SIR,—I have the honor to enclose a correspondence I have had with the Deputy Minister of Justice relating to the rails stored at Hochelaga.

We desire to remove them, as suggested in my letter to the Department of Justice, but it appears that the application should have been addressed to the Department of Railways and Canals.

Will you kindly submit the matter for early consideration.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

MONTREAL, 6th March, 1883.

DEAR SIR,— You are aware of the agreement between this Company and the Government, under which advances have recently been made on certain steel rails stored at Hochelaga. That agreement provides that the rails shall not be removed unless required for use in the construction of the main line. It will be a great convenience to us now when our flat cars are not in great demand for general business to remove these rails to a point on the main line, west of Callander, where we propose to pile them and draw from the piles, as they are required for use in the original construction of the railway. I fancy we shall require the authority of the Government before this can be done. Will you kindly look at the agreement and advise me on this point? If necessary a Government officer would be sent up to receive them. Your early attention to this matter will very much oblige,

Yours truly, C. DRINKWATER, *Secretary.*

G. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 7th March, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 6th inst, on the subject of the proposed removal of rails from Hochelaga to a point on the main line west of Callander—

I have transferred your letter to the Department of Railways and Canals. Not having the agreement here, and being in Mr. Schreiber's office this morning, I looked at it there, and conversed with him in regard to the subject of your letter. It would be advisable for you to make your application to the Department of Railways and Canals, and if they have any doubt upon the question, they will refer it here for opinion.

I am, Sir, your obedient servant,

G. W. BURBIDGE, *Deputy Minister of Justice.*

C. DRINKWATER, Secretary C.P.R. Co.

ADVANCES ON RAILS—CENTRAL SECTION.

MONTREAL, 9th February, 1883.

SIR,—I have the honor to request that a further advance on account of rails and fastenings imported by the Company into the North-West since the date of the last advance, may be made as provided for in the contract.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 15th February, 1883.

SIR,—The Canadian Pacific Railway Company having made application for an advance on rails and fastenings delivered along the line of the Canadian Pacific Railway, on the Central Section, I have the honor to report—including Mr. Dickey's report to the 31st ult., in addition to the 6,797 tons of steel rails and fastenings transferred under the terms of the contract and not yet paid for, and those on which an advance has already been made, the Company now have 1,600 tons in stock, on which they appear to be entitled to an advance under their contract, as follows:—

1,600 tons at \$50	\$80,000
75 per cent. of which	60,000

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 13th February, 1883.

The undersigned has the honor to represent that application having been made by the Canadian Pacific Railway Company for a further advance upon steel rails and fastenings, by a letter dated the 9th inst., the Government Chief Engineer has, under date the 13th inst., reported to the effect that in addition to the 6,797 tons of rails and fastenings transferred to them under the contract, and not yet paid for, and those on which an advance has already been made, the Company have now in stock along the line of the Central Section of their railway, 1,600 tons upon which they appear to be entitled to an advance under their contract as follows:—

1,600 tons, at \$50.....	\$80,000
75 per cent. of which.....	60,000

The undersigned thereupon recommends that authority be given for an advance to the Company of \$60,000 upon the rails and fastenings delivered as aforesaid.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 14th February, 1883.

On a memorandum dated 13th February, 1883, from the Minister of Railways and Canals, submitting an application dated 9th February inst., from the Canadian Pacific Railway Company, for a further advance upon steel rails and fastenings imported into the North-West.

The Minister represents that the Government Chief Engineer has reported, under even date, to the effect that in addition to the 6,797 tons of rails and fastenings transferred to them under the contract and not yet paid for, and those on which an advance has already been made, the Company have now in stock along the line of the Central Section of their railway 1,600 tons, upon which they appear to be entitled to an advance under their contract, as follows:—

1,600 tons, at \$50.....	\$80,000
75 per cent. of which.....	60,000

The Minister recommends that authority be given for an advance to the Company of \$60,000 upon the rails and fastenings delivered as aforesaid.

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

Hon. Minister Railways and Canals.

JOHN J. MCGEE.

STATEMENT OF RAILS.

Year.	Description.	Rails in Stock.		Rails in Track.	
		Tons.	Lbs.	Tons.	Lbs.
1883.	Central Section—				
	Mr. Dickey's return at end of track.....	7,653	576		
	On line between Stonewall and Portage la Prairie.....	4,475			
	Mr. Dickey's return of rails passed St. Vincent, to 7th Nov., 1882.....	58,855	1,149		
	Rails handed over to the Company under the terms of their contract, and not yet paid for.....			6,797	
	Mr. Dickeys return, Nov. 7th to 14th.....	1,679	1,440		
	Rails laid on S. W. Branch from Emerson			5,755	2,170
	Rails removed from line between Stone- wall and Portage la Prairie.....			2,432	369
	Mr. Dickeys return, Nov. 14th to 21st.....	1,566	2,180		
	Less—Subsidy 20,—20 mile section.....			40,000	
	Mr. Dickeys return, Nov. 21st to 30th.....	2,033	964		
	do Dec. 1st to 7th.....	2,001	320		
	do Dec. 7th to 31st.....	4,105	194		
	Less—Subsidy 21st, 20 mile section.....			2,000	
	Mr. Dickey's return, Jan. 1st to 21st.....	3,627	599		
	do 22nd to 31st.....	1,605	1,380		
	Totals.....	81,602	2,082	56,985	209
Less—Rails in track.....	56,985	299			
Rails in which the Company are intitled to an advance.....	24,617	1,783			
1882.	Tons.	Tons.			
May 8... Advance.....	5,000				
June 20... do.....	5,000				
July 15... do.....	10,000				
do 22... do.....	8,000				
Aug. 1... do.....	1,400				
do 15... do.....	1,350				
Dec. ... do.....	600				
do 15... do.....	3,400				
do 19... do.....	800				
do 23... do.....	2,000				
1883.					
Jan. 16... do.....	2,100				
do 31... do.....	3,650				
Feb. 13... do.....	1,600				
	44,500				
Deduction—					
Estimate Nos. 5 to 19, as pre- viously stated.....	20,360				
			17	1,783	

OTTAWA, 14th February, 1883.

SIR,—I have to inform you that under an Order in Council of this day's date, authority has been given for an advance of \$60,000 upon a further stock of 1,600 tons of rails, &c., in store on the Central Section of the Canadian Pacific Railway, and that the certificate of the Accountant of this Department has issued for the amount named.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

ADVANCE ON RAILS.—ESTIMATE NO. 43.

Description of works, cash subsidy—No. of Contract, Canadian Pacific Railway Company—locality of works, west of Red River, Central Section—Name of contractors—Canadian Pacific Railway Company, Date of contract, October 21, 1880.

Progress estimate of work done and materials delivered from the beginning of operations under this contract to the 1st November, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the 1st November, 1883.....		\$9,279,993 00	
Eastern Division, 900 miles at \$10,000	\$9,000,000 00		
Western " 21 miles at \$13,333	279,993 00		
Total amount.....	\$9,279,993 00		
ADD advance on rail, 56,530 tons, at \$50=2,826,500+75 p.c.....	\$2,119,875 00		
LESS for rails in track upon which an advance has been made, 49,730 tons at \$50=2,486,500+75 p.c...	1,864,875 00	255,000 00	
			\$9,534,993 00

The above is a correct estimate, made up from the returns forwarded by James Dickey. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$9,534,993. All previous payments to be deducted.

COLLINGWOOD SCHREIBER, *Engineer-in Chief*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 5th November, 1883.

I hereby certify that 921 miles of the eastern section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment as is required for the traffic thereon.

COLLINGWOOD SCHREIBER.

MONEY SUBSIDY.

Section.	Miles.	Rate of Subsidy per mile.	Subsidy on Mileage.	Payments on Rails.	Total.	Net Amount Certified to by Engineer.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Central Section—						
Eastern Division	900	10,000 00	9,000,000 00	.....	9,000,000 00	.....
Western Division	21	13,333 00	279,993 00	255,000 00	534,993 00	9,534,993 00
Eastern Section	100	15,384 61	1,538,461 00	219,270 00	1,757,731 00	1,757,731 00
	1,021	.....	10,818,454 00	474,270 00	11,292,724 00	11,292,724 00

LAND SUBSIDY.

Section.	Miles.	No. of Acres per Mile.	Total No. of Acres.	Less $\frac{1}{2}$ to be Deducted.	Total No. of Acres less $\frac{1}{2}$.
Central Section—					
Eastern Division	900	12,500-00	11,250,000	2,250,000	9,000,000
Western Division	21	16,666-66	350,000	70,000	280,000
Eastern Section	100	9,615-35	961,535	192,307	769,228
	1,021	.....	12,561,535	2,512,307	10,049,228

Memorandum.

OTTAWA, 5th November, 1883.

The undersigned has the honor to represent that under date the 5th instant, a certificate has been issued by the Chief Engineer of the Canadian Pacific Railway, showing the delivery of a further quantity of material, over and above the quantity covered by his previous certificate, namely, on the central section a quantity of 1,230 tons of steel rails at \$50 per ton, or a total of \$61,500 upon which under the terms of their contract the Company are entitled to receive an advance of 75 per cent., or \$46,125. The undersigned recommends that authority be given for the payment of the sum above named, as an advance on the rails in question.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th November, 1883.

On a memorandum dated 5th November, 1883, from the Acting Minister of Railways and Canals, representing that under date the 5th instant, a certificate has been issued by the Chief Engineer of the Canadian Pacific Railway, showing the delivery of a further quantity of material, over and above the quantity covered by his previous certificate, namely, west of Red River, Central Section, a quantity of 1,230 tons of steel rails, valued at \$50 a ton, or a total of \$61,500, upon which under the terms of their contract the Company are entitled to receive an advance of 75 per cent., or forty six thousand one hundred and twenty-five dollars, (\$46,125.00).

The Minister recommends that authority be given for the payment of the above named sum as an advance on the rails in question.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 13th November, 1883.

SIR,—I have the honor to inform you that under date the 7th instant, an Order in Council has passed authorizing the payment to your Company of the sum of \$46,125 as an advance equal to 75 per cent. on \$61,500 the value at \$50 per ton, of 1,230 tons of steel rails delivered on the Central Section of the Canadian Pacific Railway in addition to the quantity upon which an advance has already been made. The Auditor General has been duly notified in respect of such advance.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

Number Four.

CORRESPONDENCE RELATING TO BRANCHES AND PROGRESS THEREON.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 22nd June, 1883.

SIR,—I have the honor to send you herewith land plans and books of reference in duplicate of the south-western branch, extending from the station ground in the City of Winnipeg, *via* the town of Morris, to the international boundary line, within Section 5, Range 1, west, and from a point within Section 31, Township 2, Range 8, west, the whole in the Province of Manitoba, the length being about 115 miles. In addition to the above there are plans and books of reference of the several counties through which the branch line passes, as well as of the portion within the City of Winnipeg. These latter are for deposit with the Clerks of the Peace.

In no case does the width of land, proposed to be taken, exceed the limit fixed by the General Railway Act.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 11th July, 1883.

SIR,—I beg to transmit herewith books of reference, profiles and plans of the Selkirk Branch. These are in duplicate, and separate books and plans are also included, covering so much of the line as is within the City of Winnipeg and the County of Lisgar. These, as required by the Act, have to be deposited in the offices of the Clerks of the Peace.

I beg to request that these plans and books of reference may be transmitted for the certificate of the Minister of Railways, and that one copy, so certified, together with the separate plans for the Clerks of the Peace, may be returned to me at as early a date as convenient.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

SELKIRK BRANCH.

To be returned to Company:—

1. Plan of whole line; 2. ditto Winnipeg terminus; 2. ditto Selkirk terminus; 1. ditto County of Selkirk; 1. ditto County of Lisgar; total, 7.

1. Profile of whole line; 1. ditto City of Winnipeg; 1. ditto County of Selkirk; 1. ditto County of Lisgar; total, 4.

1. Books of reference of whole line; 1. ditto City of Winnipeg; 1. ditto County of Selkirk; 1. ditto County of Lisgar, total, 4.

OTTAWA, 6th August, 1883.

SIR,—I have to inform you that the land plans, profiles and books of reference of the South-Western Branch of the Canadian Pacific Railway, extending from the station ground in Winnipeg, *via* the Town of Morris, to the International boundary line, within Section 5, Range 1, west; and from a point within Section 31, Township 2, Range 8, west, have been duly examined and certified, under date the 4th inst. One set is retained in this office and the remaining two sets have been returned to you by express, per receipt herewith.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary, C.P.R. Co.

OTTAWA, 6th August, 1883.

SIR,—I have to inform you that the plans, profiles and books of reference of the Selkirk Branch Railway, sent by you on the 11th ult, have been duly examined and

certified, under date the 4th inst. One of the triplicates sent has been retained in this office, and the remaining two have been returned to you by express.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. DRINKWATER, Secretary, C.P.R. Co.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 7th August, 1883.

SIR,—I beg to acknowledge the receipt of your letters (2) of the 6th inst., transmitting plans and books of reference of the South-Western Branch, and the Selkirk Branch of this railway, the same having been certified as required by the Railway Act.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

MONTREAL, 11th August, 1883.

SIR.—I beg to hand you, for examination and certificate of the Honourable the Minister of Railways and Canals, plan, profiles, and books of reference, in triplicate, of the lands required for the Emerson Branch of the Canadian Pacific Railway, extending from the Pembina Branch, in the Town of Emerson, to a junction with the South-Western Branch, in Section 8, Township 3, Range 1, west, having a length of nearly 21 miles: all in the County of Manchester, and Province of Manitoba.

These documents are to be used for expropriation purposes, one copy of each to be retained in your Department, the other two to be returned to me.

I have the honour to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 4th September, 1883.

SIR.—I have the honour to return to you herewith, plans, profiles, and books of reference, in duplicate, of land required for the Emerson Branch of the Canadian Pacific Railway, between the town of Emerson and its junction with the South-Western Branch, in Section 8, Township 3, Range 1, west, the same having been examined and certified by the Deputy of the Minister of Railways and Canals.

Triplicates thereof have been duly filed in this Department.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C.P.R. Co.

Number Five.

CORRESPONDENCE RELATING TO RATES AND TOLLS.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 6th February, 1883.

SIR,—I have the honour to acknowledge the receipt of your letter of the 24th ultimo, requesting that a tariff of tolls to be charged upon that portion of the Canadian Pacific Railway lying between Telford and Rat Portage, be submitted for the approval of His Excellency the Governor General in Council. I am instructed by the Directors to state that it is their intention to propose a revision of the tolls which have been charged under authority of an Order in Council passed in April last, for the consideration of the Government, and I beg to suggest that in the mean time authority be given the Company to extend temporarily, the mileage and other tariffs now in force on the Western Division, to that portion of the railway between Telford and Rat Portage, until such revised tariff has received consideration.

That portion of the Main Line between Portage LaPrairie and Brandon is in the same position, and in respect to which I am instructed to make the same suggestion.

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

C. DRINKWATER, *Secretary.*

F. BRAUN, Secretary, Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 23rd March, 1883.

On a memorandum, dated 9th December, 1882, from the Minister of Railways and Canals, submitting for approval, in accordance with the provisions of the Consolidated Railway Act, 1879, the accompanying proposed freight tariff on the Western Division of the Canadian Pacific Railway.

That in relation thereto the Chief Engineer of Government Railways states under date the 9th of December, 1882, that though higher than the tariffs of railways in Eastern Canada, it is in his opinion so only in proportion to the comparatively greater cost of operating a railway in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher on roads in Eastern Canada; that of labor, 45 per cent., and of general supplies, 60 per cent. higher: further, that the line runs for hundreds of miles through a country but sparsely settled and yielding, for some time to come but a very light traffic. The tariff in question has, however, been framed with a view to the settlement of the country and the promotion of its trade, and to this end low rates have been placed on some of the more important articles, such as immigrants' effects, coal, cordwood, lumber and grain. In view of the charges which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the present tariff be one year only, and he, the Minister, concurs in the above report.

The Committee recommend that the freight tariff on the Western Division, as submitted, be approved accordingly, such tariff to be operative until the first day of January, 1884.

JOHN J. MCGEE.

Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 4th April, 1883.

DEAR SIR,—I enclose your telegram. I enclose one copy of the Western Division classification. I am sorry to say it is the only spare copy I have. If you still require more, I will get some from Winnipeg.

Yours truly, C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 7th April, 1883.

SIR,—I am directed to transmit to you a copy of a tariff of freight tolls for the Western Division of the Canadian Pacific Railway, to be operative up to the 1st January, 1884.

It will be necessary, in order to conform to the requirements of the 17th section of the Consolidated Railway Act, 1879, that a by-law be made by your Company establishing the tariff, with its classification sheet and certified copies thereof, in duplicate, under seal of the Company, be transmitted to this Department for approval of the Governor in Council.

And after such approval by Order in Council has been obtained, it will then be incumbent upon you to cause to be published in the *Canada Gazette* the by-law establishing the tolls, and the Order in Council approving thereof, as required by the ninth sub-section of the seventeenth section of the above mentioned Act.

It will also be necessary to define in the by-law that portion of your railway intended to be embraced in the term, Western Division, to which this tariff will apply. And it would be convenient that the passenger tariff be included in the same by-law.

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

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Secretary, C.P.R. Co.

BOARD OF TRADE,
SECRETARY'S OFFICE, WINNIPEG, 7th April, 1883.

SIR,—We have been instructed by the Council of the Board of Trade to send you the accompanying copy of a letter addressed on the 20th ult, by the Board to

the General Manager of the Canadian Pacific Railway Company, bearing upon the recent heavy increase in their freight tariff.

The Board is not aware whether the increased tariff has been approved by the Governor in Council, and that therefore it cannot be bound until the Company earns ten per cent. upon its capital. If such is the case the effect upon the trade of this country will be disastrous.

The Board trusts that this matter, so vital to the growth of the North-West, will receive the earnest attention of yourself and the Government, and your attention is specially called to the claim made, that rates must be made to cover the cost of working, which is so contrary to what was stated to be the fact when the contract with the railway company was entered into.

We have the honor to be, Sir, your obedient servants,

C. N. BRYDGES, *President.*

L. M. LEWIS, *Secretary.*

SIR CHARLES TUPPER, Minister Railways and Canals.

WINNIPEG, 20th March, 1883.

SIR,—In pursuance of the understanding arrived at when a Committee from the Board of Trade of this city had an interview with you on the 17th inst, we are now instructed by the Council of the Board to address you upon the matters which were discussed at the interview referred to.

The questions discussed related to the rates of freight charged upon the Canadian Pacific Railway, and the greatly increased schedule of rates which has lately been put in force.

The Board must call your earnest attention to the fact, that at present the trade of Manitoba is almost entirely one of imports, the country not having begun to grow much more than is sufficient to supply the wants of the large numbers of immigrants yearly coming into the country. The imports are from Europe, Eastern Canada and the United States, and the cost of transportation to the borders of the country at St. Vincent is so very heavy as to add largely to the price at which goods must be sold—a fact, which of course, is still more onerous, from the very high rates now in force from the boundary to all interior points, and it is a question, therefore, in which the railway company is very deeply interested, because very high prices of all the commodities required and used by the inhabitants, must have an injurious effect as regards inducing settlers to come into the country.

The Board is quite aware that the highest prices of materials, labor and fuel combined, with a present smaller traffic per mile of railway in operation, must render the cost of working a railway in Manitoba higher than in the Middle States or Eastern Canada, but it is a question worthy of very careful consideration how far unduly high rates will tend to injure the country and the consequent future growth of the traffic or profits of the railway itself.

It is also a consideration which must not be lost sight of, that the Parliament of Canada, in fixing the terms of the contract with your Company, made those terms liberal as they are, on the distinct ground, amongst others, that the cost of working the railway could only be carried on for some years at a loss until, in fact, the country became fairly settled; and therefore the evident intention of your contract was, that rates were not to be fixed solely upon the basis of, as far as possible, covering expenses during the earlier years of operation.

With these preliminary observations, the Board desire to call the attention of your Company to the effect of the late tariff of rates you have issued, and first to compare them with the rates which existed but little more than a week ago. The rates heretofore in force were issued and approved by the Government when they worked a portion of the existing railway, and the authority of the Government for charging the rates set out in your printed mileage tariff, No. 2, was therefore in force up to the 10th March, 1883. They were very much higher rates than were then or now in force in the Middle States and in Eastern Canada; but were understood to be considered to be justified by the higher cost of labor, materials and fuel, in this part of the country.

The following comparative statement will show the great increase of the new rates, now established over those originally fixed by the Government :

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
New—Freight, St. Vincent to Winnipeg.....	43	36	29	22
Old " " " "	25	21	18	13
Increase	18	15	11	9
" per cent	72	71	61	61
New—From Winnipeg to Portage La Prairie	38	32	26	19
Old " " " "	26	21	16	13
Increase	12	11	10	6
" per cent	46	52	62	46
New—From Winnipeg to Brandon.....	65	54	43	32
Old " " " "	41	33	27	21
Increase	24	21	16	11
" per cent	59	64	59	52

Being an average increase of nearly 59 per cent.

The above are samples of the rates. A full comparison to every station as far as Brandon, would show similar results. It is understood that for all goods beyond Brandon, as long as the old Government mileage rates were in force, the tariff rate was charged to Brandon, and arbitrary figures fixed by the contractors constructing the line added to destination as the railway was opened.

It cannot be doubted that an increase of 59 per cent. upon rates which were already very much in excess of what are charged in the Middle States or Eastern Canada, must have a serious effect upon the trade of the country, and combined with the extremely high rates up to the boundary, render it necessary for a very much larger capital to be employed in conducting any general business than is required in other parts of Canada. This must press with a special severity upon a new country, first entering upon the threshold of its trade.

The Council of the Board of Trade trust that the important questions involved in this very large and sudden increase of rates upon general merchandise, will receive the very careful consideration of yourself and the Directors of your Company, as well as regards its effects upon the mercantile community of Manitoba, as upon the settlement of the country and the future profits of the railway itself. The Board desire next to call your very earnest attention to a matter which they can hardly suppose, from the results apparent, can have received due consideration at your hands.

They refer to the discrimination which the working of the new tariff presents in regard to the trade of Winnipeg.

In your interview with the committee, you state that it was the decided desire and interest of yourself and the Directors of the railway to do all in their power to promote the City of Winnipeg, as the great distributing centre of business upon the railway. You stated as evidence of this desire, the intention of your Company to make such comparatively low rates to Winnipeg, from Thunder Bay, during the season of navigation as would enable its merchants to lay in large supplies at a moderate cost, so as to permit of the distribution of these goods throughout the country to the west.

Such a policy is undoubtedly wise. Every great railway company must have a central distributing point, where capital or enterprise will centre and which, by the growth of a large city will attract labor of all kinds and establish large depots of materials, tending to the advantage of the railway as providing it with labor and materials at reasonable prices and supplying it with a large and constantly growing traffic.

Such a large centre of business is of advantage to the country; westward also, at almost all your stations, small villages will arise, and at several points considerable towns will grow into existence.

For some years the capital employed at all these places must of necessity be limited, and it will be greatly to their advantage to have a large centre of business connected with them by railway, where large stocks of merchandise are held, and from which they can draw moderate quantities as they may require them.

But the following statement of comparative rates will show that your present tariff is calculated to work both against Winnipeg, and be also an injury to all western points, which must, for many years deal with Winnipeg for what they require.

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
1st. Winnipeg and Portage Laprairie:—				
Through rate, St. Vincent to Portage Laprairie.....	62	52	41	31
St. Vincent to Winnipeg	43	36	29	22
Winnipeg to Portage Laprairie.....	38	32	26	19
	81	68	55	41
Extra rate charged against Winnipeg	19	16	14	10
2nd. Brandon:—				
Through, St. Vincent to Brandon	80	67	54	40
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Brandon	65	54	43	32
	1.08	90	72	54
Extra rate charged against Winnipeg	28	23	18	14
3rd. Broadview:—				
Through, St. Vincent to Broadview	1.09	91	73	55
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Broadview	95	79	63	48
	1.38	1.15	92	70
Extra rate charged against Winnipeg	29	24	19	15
4th. Regina:—				
Through, St. Vincent to Regina	1.28	1.07	86	64
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Regina.....	1.15	96	76	58
	1.58	1.32	1.05	80
Extra rate charged against Winnipeg	30	25	19	16

It will thus be seen that for all goods brought by Winnipeg merchants and by them distributed throughout the country, an average increase of rates is charged equal to nearly 20 cents per hundred lbs. on all kinds of merchandize. The fact is really more than this, because in Winnipeg cartage between the railway station and the merchants' stores costs 4 cents per 100 each way, thus making the extra charge about 28 cents per 100.

The proper remedy for this will be to follow the plan adopted by railways in Eastern Canada, and have a special tariff for goods shipped to local points from great distributing centres. (As an illustration of the very heavy charges made upon goods shipped from Winnipeg to country points, as compared with the rates charged by the Grand Trunk Railway, from Montreal, during the present winter, the following figures will evidence some startling results. The figures are all taken from the lately increased tariff of the Canadian Pacific Railway, and the present winter tariff of the Grand Trunk Railway westward from Montreal, and which winter tariff is about 50 per cent. higher than their summer tariff.

The stations having the nearest distances from Montreal to those on the Canadian Pacific, on the following list, have been taken :—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
G. T. R., Montreal to Cornwall, 67 miles	24	20	16	12
C. P. R., St. Vincent to Winnipeg, 68 "	43	36	29	22
Increase.....	19	16	13	10
" per cent	79	80	81	83
G. T. R., Montreal to Lancaster, 54 miles.....	24	20	16	12
C. P. R., Winnipeg to Portage LaPrairie, 56 "	35	32	26	19
Increase.....	14	12	10	7
" per cent.....	58	60	63	58
G. T. R., Montreal to Mallorytown, 138 miles.....	42	35	28	21
C. P. R., Winnipeg to Brandon, 133 "	65	54	43	32
Increase	23	19	15	11
" per cent.....	55	54	54	52
G. T. R., Montreal to Cobourg 264 miles.....	56	47	37	28
C. P. R., Winnipeg to Broadview, 264 "	95	79	63	48
Increase	39	32	26	20
" per cent.....	69	68	70	71
G. T. R., Montreal to Brampton, 354 miles	70	58	47	35
C. P. R., Winnipeg to Regina, 357 "	1.15	96	76	53
Increase	45	38	29	23
" per cent.....	64	66	62	66

From the foregoing table, it appears that the average rates on the Canadian Pacific Railway, by its new and increased tariff, are upwards of 65 per cent. higher than the winter rates from Montreal westward, on the Grand Trunk Railway, for similar distances; but in addition to their ordinary winter rates, the Grand Trunk Railway Company issue special tariffs and at lower rates for a number of different kinds of goods. Amongst others, for grain and flour, lumber, butter and cheese, potatoes, bark, manufactures and wholesale merchandise. For the last a special tariff is made from Montreal, Toronto and Hamilton, the three large distributing points on the Grand Trunk system. The following table of rates charged from Toronto, eastward, on the former classes of goods, will further show the comparative rates charged on the Grand Trunk and Canadian Pacific Railways to the manufacturers and wholesale merchants from their respective distributing centres of Toronto and Winnipeg:—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
G. T. R., Toronto to Cobourg, 69 miles.....	22	17	14	11
C. P. R., St. Vincent to Winnipeg, 68 "	43	36	29	22
Increase	21	19	15	11
" per cent.....	95	1·12	1·07	1·00
G. T. R., Toronto to Napanee, 135 miles.....	26	22	17	13
C. P. R., Winnipeg to Brandon, 135 "	65	54	43	32
Increase	39	32	26	19
" per cent	1·50	1·45	1·53	1·46
G. T. R., Toronto to Cornwall, 266 miles.....	35	30	24	17½
C. P. R., Winnipeg to Broadview, 264 "	95	79	63	48
Increase	60	49	39	20½
" per cent.....	1·71	1·63	1·62	1·17
G. T. R., Toronto to St. Hilaire, 355 miles.....	50	42	33	25
C. P. R., Winnipeg to Regina, 357 "	1·15	96	76	58
Increase.....	65	54	43	33
" per cent.....	1·30	1·29	1·30	1·32

The average increase charged by the Canadian Pacific Railway to manufacturers and wholesale merchants from its distributing centres as shown above, is no less than 1·33 per cent. higher than for similar distances on the Grand Trunk Railway from its distributing centres.

The Grand Trunk Railway also gives still lower special rates for plaster, sugar, syrup and iron. Nails and spikes in kegs, and pig iron and salt, all in car load lots.

The special rates are as follows :—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.
Toronto to Cobourg.....	10	10	9
“ Napanee	1½	1½	12
“ Cornwall	15	15	14
“ St. Hilaire	23	22½	22

Which are all lower than the ordinary fourth-class rates quoted above.

The Board of Trade of Winnipeg having placed before you the facts set out in this letter, earnestly hope that the whole question will be very carefully considered by the directors of the Company and by yourself.

It is of vast importance to the Railway Company itself, to the rapid growth of the whole country, and to the trade of Winnipeg, which supplies so very large and growing a proportion of the traffic of the railway.

This Board, whilst fully admitting that the higher cost of labor, materials and fuel, render it impossible to fix railway rates at as low a standard in Manitoba as are in force in Eastern Canada, believe that the comparative figures set out in this letter cannot be considered to justify the soundness of the greatly increased standard of rates which have lately been published by your Company, and they are of opinion that if persevered with, without some such modifications, as have been suggested in this letter, the result must ultimately prove alike injurious to the country and to the Canadian Pacific Railway Company.

The Board of Trade cannot agree with the argument that the rates upon the sparse traffic at the commencement must be fixed so as to cover the cost of working the railway from the start, because the clear intention of Parliament, in entering into the contract with your company, was to give such a subsidy, as would cover the well-foreseen heavy loss which must arise in the working of the line for the first few years, and until the country became fairly settled.

The Board of Trade desire in conclusion to say that it is their earnest desire to discuss these matters in the fairest and most friendly spirit. They especially desire to promote by every reasonable means, the success of your railway in the rapid conclusion of which we are all deeply interested. But they are also bound to point out what they conceive to be mistakes, alike injurious to the country and to your own company.

We have the honor to be, Sir, your obedient servants,
C. J. BRYDGES, *President*.
L. M. LEWIS, *Secretary*.

OTTAWA, 19th April, 1883.

SIR,—I am directed to acknowledge the receipt of your letter of the 17th inst., enclosing a copy of a letter addressed by the Board of Trade of Winnipeg to the Canadian Pacific Railway Company, bearing upon the recent heavy increase in their freight tariff.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

C. J. BRYDGES, President, Board of Trade, Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 18th April, 1883.

SIR,—I beg to transmit herewith two certified copies of a by-law passed by this Company, at a meeting of the Board of Directors, held on the 16th inst.,

establishing a tariff of tolls and fares proposed to be charged on the Western Division of the Canadian Pacific Railway, to which is attached a classification sheet.

I have certified the same under the seal of the Company, and have the honor to request that the said by-law may be submitted for the approval of the Governor in Council.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary, Railways and Canals.*

OTTAWA, 27th April, 1883.

SIR,—I am directed to transmit to you copy of a communication, dated the 7th inst., and of the enclosure sent therewith, received from the President of the Board of Trade of the City of Winnipeg, on the subject of the recent increase in the freight tariff of the Canadian Pacific Railway; and I am to request that you will be good enough to favor the Department with any observations in regard thereto which your Company may desire to offer.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, *Secretary, C. P. R. Co.*

OTTAWA, 1st May, 1883.

SIR,—The undersigned has the honor to represent that, under date the 18th ult., the Secretary of the Canadian Pacific Railway Company has submitted for approval by the Governor in Council, in accordance with the requirements of the Consolidated Railway Act, section 17, sub-section 9, a by-law No. 56, enacted and passed at a meeting of that Board of Directors held on the 16th ult., such by-law embodying a revised schedule of freight rates and passenger fares proposed to be charged on the Western Division of their road and its branches, commencing at Prince Arthur's Landing.

That in relation to the freight tariff, the Government Chief Engineer has reported, under date the 9th of December last, that though higher than the tariffs of railways in Eastern Canada, it is so, in his opinion, only in proportion to the comparatively greater cost of operating a railway in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher than on roads in Eastern Canada; that of labor, 45 per cent., and of general supplies, 60 per cent. higher; further, that the line runs for hundreds of miles through a country but sparsely settled, and yielding for some time to come but a very light traffic. That the tariff in question has, however, been formed with a view to the settlement of the country and the promotion of its trade, and to this end low rates have been placed on some of the more important articles, such as immigrants' effects, coal, cordwood, lumber and grain. In view of the changes which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the proposed tariff be one year only.

That with respect to the passenger tariff proposed, the Chief Engineer, under date the 30th ult., has expressed the opinion that this tariff is fair and just.

The undersigned, concurring in the views of the Chief Engineer, recommends that approval be given to both the freight and passenger tariffs proposed, so embodied in the aforesaid by-law No. 56, such tariffs to be and continue in force for one year from and after full compliance by the Company with the conditions of the Consolidated Railway Act, as to publication.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th May, 1883.

On a memorandum, dated 1st May, 1883, from the Minister of Railways and Canals, submitting for approval by the Governor in Council, in accordance with the require-

ments of the Consolidated Railway Act, section 17, sub-section 9, the accompanying by-law No. 56, enacted and passed at a meeting of the Board of Directors of the Canadian Pacific Railway Company, held on the 16th ult., such by-law embodying a revised schedule of freight rates and passenger fares proposed to be charged on the western division of their road and its branches, commencing at Prince Arthur's Landing.

The Minister observes, that in relation to the freight tariff, the Government Chief Engineer has reported under date the 9th of December last, that though higher than the tariffs of railways in Eastern Canada, it is so, in his opinion, only in proportion to the comparatively greater cost of operating in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher than on roads in Eastern Canada; that of labor 45 per cent., and of general supplies 60 per cent. higher: further, that the line runs for hundreds of miles through a country but sparsely settled and yielding, for some time to come, but a very light traffic.

That the tariff in question has, however, been framed with a view of the settlement of the country and the promotion of its trade, and to this end, low rates have been placed on some of the more important articles, such as immigrant's effects, coal, cordwood, lumber and grain. In view of the changes which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the proposed tariff be one year only.

That with respect to the passenger tariff proposed, the Chief Engineer, under date the 30th ult., has expressed the opinion that this tariff is fair and just.

The Minister concurring in the views of the Chief Engineer, advises that approval be given to both the freight and passenger tariffs proposed, as embodied, in the aforesaid by-law No. 56. Such tariffs to be and continue in force for one year from and after full compliance by the Company with the conditions of the Consolidated Railway Act, as to publication.

The Committee recommend that the by-law No. 56, passed on the 16th of April, ult., by the Board of the Canadian Pacific Railway Company, as submitted, be approved accordingly.

JOHN J. MCGEE.

EXTRACT from the Minutes of an Adjourned Meeting of Board of Directors held pursuant to resolution passed at an Adjournment of the Regular Monthly Meeting held on Saturday the 7th day of April, 1883, on this Monday, the 16th day of April, 1883, at the hour of 12 o'clock, Noon, at the Office of the Company, in Montreal.

Present:—

MR. DUNCAN McINTYRE, in the chair.

MR. R. B. ANGUS,

HON. D. A. SMITH.

And by proxy:—

MR. GEO. STEPHEN,

MR. H. S. NORTHCOTE,

MR. J. S. KENNEDY,

MR. P. DU P. GREENFIELD,

MR. C. D. ROSE,

BARON J. DE REINACH.

Reported, that negotiations had been in progress with the Government with the view of obtaining a revision of the tariff of tolls on the Western Division, adopted in April, 1881, and embodied in by-law No. 43.

That a revised tariff had been prepared by the General Manager, and submitted to the Minister of Railways and Canals, and that the Government had signified their approval of the same.

A copy of the said tariff and classification sheet was laid on the table.

And it was *Resolved*, that the same be and is hereby substituted for the tariff embodied in by-law No. 43.

That the said by-law No. 43 be and the same is hereby rescinded and cancelled and that the following by-law be and the same is enacted and passed as the 56th by-law of this company.

By-law No. 56.—Tolls.

The following shall be the tariff of tolls, rates and fares to be charged on the Western Division, comprising that portion of the railway from Prince Arthur's Landing westward, with the branches thereof.

The said tariff to be in force for one year and thereafter until revised, viz.:—

PROPOSED FREIGHT TARIFF of the Canadian Pacific Railway Company, Western Division :—

PASSENGER TARIFF.

Three cents per mile between Prince Arthur's Landing and Brandon, and between Emerson and Winnipeg.

Four cents per mile between Brandon and the crossing of the Saskatchewan River, and on all branch lines west of Winnipeg.

Emigrants fares, one-half first-class passenger rates.

Certified to be a true extract from the minutes of the Company.

C. DRINKWATER, *Secretary.*

MONTREAL, 17th April, 1883.

CANADIAN PACIFIC RAILWAY COMPANY

(WESTERN DIVISION.)

LOCAL FREIGHT Tariff No. 3, taking effect March 10, 1883. Rates include Cartage in Winnipeg on Merchandise, Classes 1, 2, 3, 4 and Special Class 6.

Freight to Stations marked * must be prepaid.

EMERSON SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
3	St. Boniface	0 19	0 17	0 14	12 07	14	0 18	05	10 00	21 00	06	1 00	
*12	St. Norbert	0 22	0 19	0 16	13 08	16	0 21	05½	13 00	23 00	07	1 20	
23	Niverville	0 28	0 24	0 20	16 10	20	0 26	06½	18 00	27 00	08½	1 50	
31	Otterburne	0 33	0 28	0 24	19 11½	23	0 30	07½	21 00	31 00	10	1 65	
40	Dufrost	0 35	0 30	0 25	20 12	24	0 32	08	22 50	33 00	11	1 70	
*48	Arnaud	0 39	0 33	0 28	22 13	26	0 36	09	25 00	37 00	12	1 80	
56	Dominion City.....	0 43	0 37	0 30	24 14	28	0 39	10	28 00	41 00	13	1 95	
66	Emerson.....	0 47	0 40	0 33	26 15	30	0 41	11	31 50	44 00	13½	2 05	
68	St. Vincent.....	0 47	0 40	0 33	26 15	30	0 41	11	31 50	44 00	13½	2 05	

RAT PORTAGE SECTION.

9	Bird's Hill.....	0 19	0 17	0 14	12 07	14	0 18	05	10 00	21 00	06	1 00
*16	Gonor.....	0 25	0 22	0 18	15 09	18	0 24	06	16 00	25 00	08	1 45
23	Selkirk.....	0 28	0 24	0 20	16 10	20	0 26	06½	18 00	27 00	08½	1 50
*26	Colville Landing	0 31	0 27	0 22	18 11	22	0 28	07	19 50	29 00	09	1 60
*32	Tyndall	0 33	0 28	0 24	19 11½	23	0 30	07½	21 00	31 00	10	1 65
38	Beausejou	0 35	0 30	0 25	20 12	24	0 32	08	22 50	33 00	11	1 70

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)

RAT PORTAGE SECTION—Continued

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
		\$ cts.	\$ cts.	\$ cts.	cts.	cts.	cts.	\$ cts.	cts.	\$ cts.	\$ cts.	cts.	\$ cts.
48	Monmouth.....	0 39	0 33	0 28	22	13	26	0 36	09	25 00	37 00	12	1 80
58	Shelley.....	9 43	0 37	0 30	24	14	28	0 39	10	28 00	41 00	13	1 95
64	Whitemouth.....	0 45	0 38	0 31	25	14½	29	0 40	10½	29 50	43 00	13	2 00
73	Darwin.....	0 49	0 42	0 34	27	15½	31	0 42	11	33 00	45 00	14	2 10
8	Rennie.....	0 53	0 45	0 37	29	16½	33	0 45	12	36 00	47 00	15	2 20
94	Telford.....	0 57	0 48	0 39	30	17	34	0 47	13	38 00	49 00	15½	2 30
*98	Cross Lake.....	0 58	0 49	0 40	31	17½	35	0 48	14	39 00	50 00	16	2 35
*104	Ingolf.....	0 61	0 52	0 42	33	18	36	0 50	14½	42 00	51 00	17	2 45
112	Kalmar.....	0 64	0 54	0 44	34	9	38	0 52	15	44 00	52 00	18	2 55
119	Deception.....	0 64	0 54	0 44	34	19	38	0 52	15	44 00	52 00	18	2 55
*124	Ostersund.....	0 67	0 57	0 46	35	19½	39	0 54	15½	46 00	54 00	19	2 65
132	Keewatin.....	0 70	0 59	0 48	37	20	40	0 56	16	48 00	56 00	20	2 75
135	Rat Portage.....	0 70	0 59	0 48	37	20	40	0 56	16	48 00	56 00	20	2 75

STONEWALL SECTION.

13	Stony Mountain.....	0 22	0 19	0 16	13	08	16	0 21	05½	13 00	23 00	07	1 20
20	Stonewall.....	0 25	0 22	0 18	15	09	18	0 24	06	16 00	25 00	08	1 45

BRANDON SECTION.

*8	Winnipeg, West.....	0 19	0 17	0 14	12	07	14	0 18	05	10 00	21 00	06	1 00
15	Rosser.....	0 22	0 19	0 16	13	08	16	0 21	05½	13 00	23 00	07	1 20
*22	Meadows.....	0 28	0 24	0 20	16	10	20	0 26	06½	18 00	27 00	08½	1 50
29	Marquette.....	0 31	0 27	0 22	18	11	22	0 28	07	19 50	29 00	09	1 60
35	Reaburn.....	0 33	0 28	0 24	19	11½	23	0 30	07½	21 00	31 00	10	1 65
41	Poplar Point.....	0 37	0 32	0 26	21	12½	25	0 34	08½	24 00	35 00	11½	1 75
49	High Bluff.....	0 39	0 33	0 28	22	13	26	0 36	09	25 00	37 00	12	1 80
56	Portage la Prairie.....	0 42	0 37	0 30	24	14	28	0 39	10	28 00	41 00	13	1 95
64	Burnside.....	0 45	0 38	0 31	25	14½	29	0 40	10½	29 50	43 00	13	2 00
71	Bagot.....	0 49	0 42	0 34	27	15½	31	0 42	11½	33 00	45 00	14	2 10
*79	McGregor.....	0 51	0 43	0 35	28	16	32	0 44	12	34 50	46 00	14½	2 15
85	Austin.....	0 53	0 45	0 37	29	16½	33	0 45	12½	36 00	47 00	15	2 20
*93	Sydney.....	0 57	0 48	0 39	30	17	34	0 47	13	38 00	49 00	15½	2 30
*99	Melbourne.....	0 58	0 49	0 40	31	17½	35	0 48	14	39 00	50 00	16	2 35
106	Carberry.....	0 61	0 52	0 42	33	18	36	0 50	14½	42 00	51 00	17	2 45
114	Sewell.....	0 64	0 54	0 44	34	19	38	0 52	15	44 00	52 00	18	2 55
*122	Douglas.....	0 67	0 57	0 46	35	19½	39	0 54	15½	46 00	54 00	19	2 65
128	Chater.....	0 67	0 57	0 46	35	19½	39	0 54	15½	46 00	54 00	19	2 65
133	Brandon.....	0 70	0 59	0 48	37	20	40	0 56	16	48 00	56 00	20	2 75

Coal rates will also apply for transportation of brick, stone, sand and lime in car loads. Cord wood in quantities, at coal rates, on special conditions. Pressed hay in bales (car loads) at No. 4 special class. Car load rates are for 20,000 lbs.

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

BROADVIEW SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.						
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.
*141	Kenmay.....	0 73	0 62	0 50	39 21	42	0 58	16	50 00	58 00	20½	2 85
149	Alexander.....	0 73	0 62	0 50	39 21	42	0 58	16	50 00	58 00	20½	2 85
*157	Griswold.....	0 76	0 64	0 52	40 22	44	0 60	16½	52 00	60 00	21	2 90
166	Oak Lake.....	0 78	0 66	0 53	41 22½	45	0 62	17	54 00	62 00	21½	2 95
180	Virden.....	0 80	0 68	0 55	42 23	46	0 64	17½	56 00	64 00	22	3 00
*188	Hargrave.....	0 82	0 69	0 56	43 23½	47	0 65	18	58 00	66 00	22½	3 05
197	Sikhorn.....	0 84	0 71	0 58	44 24	48	0 66	18½	60 00	68 00	23	3 10
*211	Fleming.....	0 90	0 76	0 61	47 25	50	0 70	19½	64 00	72 00	24	3 30
219	Moosomin.....	0 90	0 76	0 61	47 25	50	0 70	19½	64 00	72 00	24	3 30
*226	Red Jacket.....	0 92	0 78	0 63	48 25½	51	0 72	20	65 50	73 50	24½	3 40
235	Wapella.....	0 94	0 79	0 64	49 26	52	0 74	20½	67 00	75 00	25	3 50
*243	Burrows.....	0 96	0 81	0 65	50 26½	53	0 76	20½	68 50	76 50	25½	3 60
249	Whitewood.....	0 96	0 81	0 65	50 26½	53	0 76	20½	68 50	76 50	25½	3 60
*256	Perceval.....	0 98	0 82	0 67	51 27	54	0 78	21	70 00	78 00	26	3 70
264	Broadview.....	1 01	0 81	0 68	52 27½	55	0 80	21½	71 50	79 50	26½	3 75

REGINA SECTION.

*271	Oakshela.....	1 03	0 86	0 69	53 28	56	0 82	22	73 00	81 00	27	3 80
279	Grenfell.....	1 03	0 86	0 69	53 28	56	0 82	22	73 00	81 00	27	3 80
*286	Sommerberry.....	1 04	0 87	0 70	54 28½	57	0 83	22½	75 00	83 00	27½	3 85
294	Wolseley.....	1 06	0 89	0 72	55 29	58	0 84	23	77 00	85 00	28	3 90
*302	Sintaluta.....	1 09	0 92	0 74	57 29½	59	0 86	23½	79 00	87 00	28½	4 00
312	Indian Head.....	1 11	0 93	0 75	58 30	60	0 88	24	81 00	89 00	29	4 10
324	Qu' Appelle.....	1 13	0 95	0 77	59 30½	61	0 90	24½	82 50	90 50	29½	4 20
*332	McLean.....	1 15	0 97	0 78	60 31	62	0 92	25	84 00	92 00	30	4 30
341	Balgonic.....	1 17	0 98	0 79	61 31½	63	0 94	25	85 50	93 50	30½	4 40
*348	Pilot Butte.....	1 17	0 98	0 79	61 31½	63	0 94	25	85 50	93 50	30½	4 40
357	Regina.....	1 19	1 00	0 80	62 32	64	0 95	25½	87 00	95 00	31	4 50

SWIFT CURRENT SECTION.

*366	Grand Coulee.....	1 21	1 02	0 82	63 32½	65	0 96	26	88 50	96 50	31½	4 55
374	Pense.....	1 23	1 03	0 84	64 33	66	0 97	26½	90 00	98 00	32	4 60
*382	Belle Plaine.....	1 25	1 05	0 85	65 33½	67	0 98	27	92 00	100 00	32½	4 65
391	Pasqua.....	1 27	1 07	0 86	66 34	68	0 99	27½	94 00	102 00	33	4 70
399	Moosejaw.....	1 27	1 07	0 86	66 34	68	0 99	27½	94 00	102 00	33	4 70
*407	Boharm.....	1 29	1 08	0 87	67 34½	69	1 01	28	95 50	103 50	33½	4 80
415	Caron.....	1 31	1 10	0 89	68 35	70	1 03	28½	97 00	105 00	34	4 90
*424	Mortlach.....	1 33	1 12	0 90	69 35½	71	1 05	29	98 50	106 50	34½	5 00
433	Parkbeg.....	1 35	1 13	0 91	70 36	72	1 07	29½	100 00	108 00	35	5 10
*443	Secretan.....	1 37	1 15	0 93	71 36	72	1 09	29½	101 50	109 50	35½	5 20
452	Chaplin.....	1 39	1 17	0 94	72 36½	73	1 10	30	103 00	111 00	36	5 30
*461	Ernfold.....	1 41	1 18	0 95	73 37	74	1 11	30½	104 50	112 50	36½	5 35
471	Morse.....	1 43	1 20	0 97	74 37	74	1 11	31	106 00	114 00	37	5 40
*480	Herbert.....	1 43	1 20	0 97	74 37	74	1 12	31	106 00	114 00	37	5 40
489	Rush Lake.....	1 45	1 22	0 98	75 37½	75	1 13	31½	108 00	116 00	37½	5 45
*500	Waldeck.....	1 47	1 23	0 99	76 38	76	1 14	32	110 00	118 00	38	5 50
511	Swift Current.....	1 52	1 28	1 03	78 39	78	1 18	33	113 50	121 50	39½	5 70

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)

MEDICINE HAT SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							Coal, per ton of 2,000 lbs.
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	
519	Leven	1 52	1 28	1 03	78	39	78	1 18	33	113 50	121 50	39½	5 76
*529	Goose Lake.....	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
538	Antelope.....	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
*545	Gull Lake	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
*555	Cypress.....	1 62	1 36	1 09	83	41	82	1 26	35½	120 50	128 50	42	6 10
*566	Siswood	1 62	1 36	1 09	83	41	82	1 26	35½	120 50	128 50	42	6 10
576	Crane Lake.....	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
*587	Colley.....	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
597	Maple Creek	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
*608	Kincarth.....	1 71	1 44	1 15	87	43	86	1 33	37½	128 00	136 00	44½	6 50
618	Forres.....	1 71	1 44	1 15	87	43	86	1 33	37½	128 00	136 00	44½	6 50
*631	Walsh.....	1 76	1 47	1 19	90	44	88	1 37	39	132 00	140 00	46	6 70
641	Irvine.....	1 76	1 47	1 19	90	44	88	1 37	39	132 00	140 00	46	6 70
*652	Dunmore.....	1 80	1 51	1 21	92	45	90	1 41	40	136 00	144 00	47	6 90
660	Medicine Hat	1 80	1 51	1 21	92	45	90	1 41	40	136 00	144 00	47	6 90

PEMBINA MOUNTAIN SECTION.

* 3	St. James	0 19	0 17	0 14	12	07	14	0 18	05	10 00	21 00	06	1 00
18	La Salle.....	0 25	0 22	0 18	15	09	18	0 24	06	16 00	25 00	08	1 45
42	Morris.....	0 37	0 32	0 26	21	12½	25	0 34	08½	24 00	35 00	11½	1 75
55	Pembina Mtn. Junction..	0 41	0 35	0 29	23	13½	27	0 38	09½	26 50	39 00	12½	1 90
* 69	Gretna.....	0 47	0 40	0 33	26	15	30	0 41	11	31 50	44 00	13½	2 05
* 64	Plum Coulee, tem. sta'n.	0 45	0 38	0 31	25	14½	29	0 40	10½	29 50	43 00	13	2 00
81	Cheval Creek do ...	0 53	0 45	0 37	29	16½	33	0 45	12½	36 00	47 00	15	2 20
* 95	Darlingford.....	0 57	0 48	0 39	30	17	34	0 47	13½	38 00	49 00	15½	2 30
101	Manitoba City, tem. sta'n	0 61	0 52	0 42	33	18	36	0 50	14½	42 00	51 00	17	2 45

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)

LOCAL MILEAGE Freight Tariff, between Way Stations. To be applied where no separate tariff is given.

Distances.	Merchandise.				Special Classes.							
	1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
10 miles.....	0 15	0 13	0 10	0 08	7	0 14	0 18	5	10 00	13 00	6	1 00
15 ".....	0 18	0 15	0 12	0 09	8	0 16	0 21	5½	13 00	15 00	7	1 20
20 ".....	0 21	0 18	0 14	0 11	9	0 18	0 24	6	16 00	17 00	8	1 45
25 ".....	0 24	0 20	0 16	0 12	10	0 20	0 26	6½	18 00	19 00	8½	1 50
30 ".....	0 27	0 23	0 18	0 14	11	0 22	0 28	7	19 50	21 00	9	1 60
35 ".....	0 29	0 24	0 20	0 15	11½	0 23	0 30	7½	21 00	23 00	10	1 65
40 ".....	0 31	0 26	0 21	0 16	12	0 24	0 32	8	22 50	25 00	11	1 70
45 ".....	0 33	0 28	0 22	0 17	12½	0 25	0 34	8½	24 00	27 00	11½	1 75
50 ".....	0 35	0 29	0 24	0 18	13	0 26	0 36	9	25 00	29 00	12	1 80
55 ".....	0 37	0 31	0 25	0 19	13½	0 27	0 38	9½	26 50	31 00	12½	1 90
60 ".....	0 39	0 33	0 26	0 20	14	0 28	0 39	10	28 00	33 00	13	1 95
65 ".....	0 41	0 34	0 27	0 21	14½	0 29	0 40	10½	29 50	35 00	13	2 00
70 ".....	0 43	0 36	0 29	0 22	15	0 30	0 41	11	31 50	36 00	13½	2 05
75 ".....	0 45	0 38	0 30	0 23	15½	0 31	0 42	11½	33 00	37 00	14	2 10
80 ".....	0 47	0 39	0 31	0 24	16	0 32	0 44	12	34 50	38 00	14½	2 15
85 ".....	0 49	0 41	0 33	0 25	16½	0 33	0 45	12½	36 00	39 00	15	2 20
90 ".....	0 51	0 43	0 34	0 26	17	0 34	0 46	13	37 00	40 00	15	2 25
95 ".....	0 53	0 44	0 35	0 26	17	0 34	0 47	13	38 00	41 00	15½	2 30
100 ".....	0 54	0 45	0 36	0 27	17½	0 35	0 48	13½	39 00	42 00	16	2 35
110 ".....	0 57	0 48	0 38	0 29	18	0 36	0 50	14½	42 00	43 00	17	2 45
120 ".....	0 60	0 50	0 40	0 30	19	0 38	0 52	15	44 00	44 00	18	2 55
130 ".....	0 63	0 53	0 42	0 31	19½	0 39	0 54	15½	46 00	46 00	19	2 65
140 ".....	0 66	0 55	0 44	0 33	20	0 40	0 56	16	48 00	48 00	20	2 75
150 ".....	0 69	0 58	0 46	0 35	21	0 42	0 58	16	50 00	50 00	20½	2 85
160 ".....	0 72	0 60	0 48	0 36	22	0 44	0 60	16½	52 00	52 00	21	2 90
170 ".....	0 74	0 62	0 49	0 37	22½	0 45	0 62	17	54 00	54 00	21½	2 95
180 ".....	0 76	0 64	0 51	0 38	23	0 46	0 64	17½	56 00	56 00	22	3 00
190 ".....	0 78	0 65	0 52	0 39	23½	0 47	0 65	18	58 00	58 00	22½	3 05
200 ".....	0 80	0 67	0 54	0 40	24	0 48	0 66	18½	60 00	60 00	23	3 10
210 ".....	0 83	0 69	0 55	0 41	24½	0 49	0 68	19	62 00	62 00	23½	3 20
220 ".....	0 86	0 72	0 57	0 43	25	0 50	0 70	19½	64 00	64 00	24	3 30
230 ".....	0 88	0 74	0 59	0 44	25½	0 51	0 72	20	65 50	65 50	24½	3 40
240 ".....	0 90	0 75	0 60	0 45	26	0 52	0 74	20½	67 00	67 00	25	3 50
250 ".....	0 92	0 77	0 61	0 46	26½	0 53	0 76	20½	68 50	68 50	25½	3 60
260 ".....	0 94	0 78	0 63	0 47	27	0 54	0 78	21	70 00	70 00	26	3 70
270 ".....	0 96	0 80	0 64	0 48	27½	0 55	0 80	21½	71 50	71 50	26½	3 75
280 ".....	0 99	0 82	0 65	0 49	28	0 56	0 82	22	73 00	73 00	27	3 80
290 ".....	1 00	0 83	0 66	0 50	28½	0 57	0 83	22½	75 00	75 00	27	3 85
300 ".....	1 02	0 85	0 68	0 51	29	0 58	0 84	23	77 00	77 00	28	3 90
310 ".....	1 05	0 88	0 70	0 53	29½	0 59	0 86	23½	79 00	79 00	28½	4 00
320 ".....	1 07	0 89	0 71	0 54	30	0 60	0 88	24	81 00	81 00	29	4 10
330 ".....	1 09	0 91	0 73	0 55	30½	0 61	0 90	24½	82 50	82 50	29½	4 20
340 ".....	1 11	0 93	0 74	0 56	31	0 62	0 92	25	84 00	84 00	30	4 30
350 ".....	1 13	0 94	0 75	0 57	31½	0 63	0 94	25	85 50	85 50	30½	4 40
360 ".....	1 15	0 96	0 76	0 58	32	0 64	0 95	25½	87 00	87 00	31	4 50
370 ".....	1 17	0 98	0 78	0 59	32½	0 65	0 96	26	88 50	88 50	31½	4 55
380 ".....	1 19	0 99	0 80	0 60	33	0 66	0 97	26½	90 00	90 00	32	4 60
390 ".....	1 21	1 01	0 81	0 61	33½	0 67	0 98	27	92 00	92 00	32½	4 65
400 ".....	1 23	1 03	0 82	0 62	34	0 68	0 99	27½	94 00	94 00	33	4 70
410 ".....	1 25	1 04	0 83	0 63	34½	0 69	1 01	28	95 50	95 50	33½	4 80
420 ".....	1 27	1 06	0 85	0 64	35	0 70	1 03	28½	97 00	97 00	34	4 90
430 ".....	1 29	1 08	0 86	0 65	35½	0 71	1 05	29	98 50	98 50	34½	5 00

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION—Continued.)

LOCAL MIGEAGE Freight Tariff, between Way Stations, &c.—Continued.

Distances.	Merchandise.				Special Classes.							
	1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$5 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
440 miles.....	1 31	1 09	0 87	0 66	36	0 72	1 07	29½	100 00	100 00	35	5 10
450 ".....	1 33	1 11	0 89	0 67	36	0 72	1 09	29½	101 50	101 50	35½	5 20
460 ".....	1 35	1 13	0 90	0 68	36½	0 73	1 00	30	103 00	103 00	36	5 30
470 ".....	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 35
480 ".....	1 39	1 16	0 93	0 70	37	0 74	1 12	31	106 00	106 00	37	5 40
490 ".....	1 41	1 18	0 94	0 71	37½	0 75	1 13	31½	108 00	108 00	37½	5 45
500 ".....	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
525 ".....	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
550 ".....	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
575 ".....	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10
600 ".....	1 62	1 35	1 08	0 81	42	0 84	1 29	36½	124 00	124 00	43	6 30
625 ".....	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
650 ".....	1 72	1 43	1 15	0 86	44	0 88	1 37	39	132 00	132 00	46	6 70
675 ".....	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
700 ".....	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10
725 ".....	1 85	1 54	1 23	0 93	47	0 94	1 48	42	143 50	143 50	49½	7 25
750 ".....	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
775 ".....	1 93	1 61	1 29	0 97	48½	0 97	1 56	44	150 00	150 00	52	7 75
800 ".....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00
825 ".....	2 01	1 68	1 34	1 00	50	1 00	1 63	46	156 00	156 00	54½	8 25
850 ".....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
875 ".....	2 09	1 74	1 40	1 04	51½	1 03	1 71	48	163 00	163 00	57	8 75
900 ".....	2 13	1 78	1 42	1 06	52	1 04	1 74	49	166 00	166 00	58	9 00
925 ".....	2 17	1 81	1 45	1 08	53	1 06	1 78	50	170 00	170 00	59½	9 25
950 ".....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
975 ".....	2 25	1 88	1 50	1 12	54½	1 00	1 86	52	177 00	177 00	62	9 75
1,000 ".....	2 28	1 90	1 52	1 14	55	1 10	1 89	52½	180 00	180 00	63	10 00

When rates are not shown in the table, the rates given for the next greater distance should be used.

CANADIAN PACIFIC RAILWAY COMPANY.—Continued.
(WESTERN DIVISION.)

FREIGHT TARIFF, taking effect 11th June, 1883.

PORT ARTHUR SECTION.

Distance.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per bbl.	3 cts. per bbl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal per ton, of 2,000 lbs.
6	Fort William.....	0 15	0 13	0 10	0 08	07	0 14	0 18	05	10 00	13 00	06	1 00
19	Murrillo.....	0 21	0 18	0 14	0 11	09	0 18	0 24	06	16 00	17 00	08	1 45
29	Kaministiquai.....	0 27	0 23	0 18	0 14	11	0 22	0 28	07	19 50	21 00	09	1 60
38	Finmark.....	0 31	0 26	0 21	0 16	12	0 24	0 32	08	22 50	25 00	11	1 70
45	*Buda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
56	Nordland.....	0 39	0 33	0 26	0 20	14	0 28	0 39	10	28 00	33 00	13	1 95
66	*Linkoping.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
76	Savanne.....	0 47	0 39	0 31	0 24	16	0 32	0 44	12	34 50	38 00	14½	2 15
86	Upsala.....	0 51	0 43	0 34	0 26	17	0 34	0 46	13	37 00	40 00	15	2 25
95	*Carlstad.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
105	Bridge River.....	0 57	0 48	0 38	0 29	18	0 36	0 50	14½	42 00	43 00	17	2 45
117	English River.....	0 60	0 50	0 40	0 30	19	0 38	0 52	15	44 00	44 00	18	2 55
125	*Martin.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
135	Bonheur.....	0 66	0 55	0 44	0 33	20	0 40	0 56	16	48 00	48 00	20	2 75
146	*Falcon.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

WABIGOON SECTION.

154	Ignace.....	0 72	0 60	0 48	0 36	22	0 44	0 60	16½	52 00	52 00	21	2 90
162	*Butler.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
172	Raleigh.....	0 76	0 64	0 51	0 38	23	0 46	0 64	17½	56 00	56 00	22	3 00
182	*Faché.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
191	*Victor.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
204	Wabigoon.....	0 83	0 69	0 55	0 41	24½	0 49	0 68	19	62 00	62 00	23½	3 20
211	Barclay.....	0 86	0 72	0 57	0 43	25	0 50	0 70	19½	64 00	64 00	24	3 30
222	Oxdrift.....	0 88	0 74	0 59	0 44	25½	0 51	0 72	20	65 50	65 50	24½	3 40
233	Eagle River.....	0 90	0 75	0 60	0 45	26	0 52	0 74	20½	67 00	67 00	25	3 50
243	Vermillion Bay.....	0 92	0 77	0 61	0 46	26½	0 53	0 76	20½	68 50	68 50	25½	3 60
251	*Gilbert.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
261	Parrywood.....	0 96	0 80	0 64	0 48	27½	0 55	0 80	21	71 50	71 50	26½	3 75
267	*Summit.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
274	Hawk Lake.....	0 99	0 82	0 65	0 49	28	0 56	0 82	22	73 00	73 00	27	3 80
292	Roseland.....	1 02	0 85	0 68	0 51	29	0 58	0 84	23	77 00	77 00	28	3 90

RAT PORTAGE SECTION.

300	Rat Portage.....	1 02	0 85	0 68	0 51	29	0 58	0 84	23	77 00	77 00	28	3 90
303	Keewatin.....	1 05	0 88	0 70	0 53	29½	0 59	0 86	23½	79 00	79 00	28½	4 00
311	*Ostersund.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
316	Deception.....	1 07	0 89	0 71	0 54	30	0 60	0 88	24	81 00	81 00	29	4 10
323	Kalmar.....	1 09	0 91	0 73	0 55	30½	0 61	0 90	24½	82 50	82 50	29½	4 20
331	*Ingolf.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

FREIGHT Tariff taking effect 11th June, 1883.

RAT PORTAGE SECTION—Concluded.

Distances.	Between Port Arthur and	Merchandise.				Special Classes.							Cost, per ton of 2,000 lbs.		
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.			
337	*Cross Lake.....														
341	Telford.....	1 13	0 94	0 75	0 57	31½	0 63	0 94	25	85 50	85 50	35½	4 40		
351	Rennie.....	1 15	0 96	0 76	0 58	32	0 64	0 95	25½	87 50	87 50	31	4 50		
362	Darwin.....	1 17	0 98	0 78	0 59	32½	0 65	0 96	26	88 50	88 50	31½	4 55		
371	Whitemouth.....	1 19	0 99	0 80	0 60	33	0 66	0 97	26½	90 00	90 00	32	4 60		
377	Shelley.....	1 19	0 99	0 80	0 60	33	0 66	0 97	26½	90 00	90 00	32	4 60		
387	Monmouth.....	1 21	1 01	0 81	0 61	33½	0 67	0 98	27	92 00	92 00	32½	4 65		
397	Beausejour.....	1 23	1 03	0 82	0 62	34	0 68	0 99	27½	94 00	94 00	33	4 70		
403	*Tyndall.....														
415	*Colville Landing.....														
412	Selkirk.....	1 27	1 06	0 85	0 64	35	0 70	1 03	28½	97 00	97 00	34	4 90		
419	*Gonor.....														
426	Birds Hill.....	1 29	1 08	0 86	0 65	35½	0 71	1 05	29	98 50	98 50	34½	5 00		
435	†Winnipeg (see foot note)	1 35	1 13	0 91	0 70	36	0 72	1 07	29½	100 00	108 00	35	5 10		

EMERSON SECTION.

438	St. Boniface.....	1 29	1 07	0 85	0 65	35½	0 71	1 06	29½	100 00	100 00	35	5 10
447	*St. Norbert.....												
458	Niverville.....	1 21	1 01	0 80	0 61	33½	0 67	1 00	28½	99 00	107 00	34	5 25
466	Otterburne.....	1 18	0 98	0 79	0 59	33	0 66	0 97	28	97 00	104 00	33½	5 30
475	Dufrost.....	1 14	0 95	0 75	0 57	32	0 64	0 93	27	94 00	100 00	31½	5 35
483	*Arnaud.....												
491	Dominion City.....	1 04	0 87	0 69	0 53	29	0 53	0 86	25	86 50	94 00	29	5 40
501	Emerson.....	1 03	0 86	0 68	0 52	28	0 56	0 84	25	85 00	93 00	28½	5 30

STONEWALL SECTION.

448	Stony Mountain.....	1 33	1 11	0 89	0 67	36½	0 72	1 09	29½	101 50	101 50	35½	5 20
455	Stonewall.....	1 35	1 13	0 90	0 68	36½	0 73	1 10	30	103 00	103 00	36	5 30

PEMBINA MOUNTAIN SECTION.

438	*St James.....												
453	La Salle.....	1 23	1 02	0 82	0 62	34	0 68	1 02	29	100 00	109 00	34½	5 20
477	Morris.....	1 15	0 96	0 76	0 58	32	0 64	0 94	27	94 50	101 00	31½	5 35
490	Pembina Mtn. Junction...	1 06	0 88	0 70	0 53	29	0 58	0 87	25½	88 00	95 00	29½	5 45
504	Gretna.....	1 03	0 86	0 68	0 52	28	0 56	0 84	25	85 00	93 00	28½	5 30
499	*Plum Coulee } Tempora-ry Sta.	1 19	0 99	0 79	0 60	33	0 66	0 98	28	97 50	105 00	33½	5 65
516	Cheval Creek }												
530	*Darlingford.....												
536	Manitoba City, Tempora-ry Station.....	1 27	1 06	0 84	0 64	35	0 70	1 05	30	103 00	113 00	35½	5 80

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

FREIGHT Tarrif, taking effect 11th June, 1883—Continued.

BRANDON SECTION.

Distance.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	3 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
443	Winnipeg, West												
450	Rosser	1 33	1 11	0 89	0 67	36	0 72	1 09	29½	101 50	101 50	35½	5 20
457	*Meadows												
464	Marquette	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 34
470	Reaburn	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 35
476	Poplar Point	1 39	1 16	0 93	0 70	37	0 74	1 12	31	106 00	106 00	37	5 40
484	High Bluff	1 41	1 18	0 94	0 71	37½	0 75	1 13	31½	108 00	108 00	37½	5 45
491	Portage la Prairie	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
499	Buraside	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
506	Bagot	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
514	*McGregor												
520	Austin	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
528	Sydney	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
534	*Melbourne												
541	Carberry	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
549	Sewell	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
557	*Douglas												
563	Chater	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10
568	Brandon	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10

BROADVIEW SECTION.

576	*Kenmay												
584	Alexander	1 62	1 35	1 08	0 81	42	0 84	1 20	36½	124 00	124 00	43	6 30
592	*Griswold												
601	Oak Lake	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
615	Virden	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
623	*Hargrave												
632	Elkhorn	1 72	1 43	1 15	0 86	44	0 88	1 37	39	132 00	132 00	46	6 70
646	*Fleming												
654	Moosomin	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
661	*Red Jacket												
670	Wapella	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
678	*Burrows												
684	Whitewood	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10
691	*Perceval												
699	Broadview	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10

REGINA SECTION.

706	*Oakshela												
714	Grenfell	1 85	1 54	1 23	0 93	47	0 94	1 48	42	143 50	143 50	49½	7 25
721	*Summerberry												
729	Wolseley	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
737	*Sintaluta												
747	Indian Head	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
759	Qu'Appelle	1 93	1 61	1 29	0 97	48½	0 97	1 56	44	150 00	150 00	52	7 75
767	McLean												

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

FREIGHT Tariff taking effect 11th June, 1883.

REGINA SECTION—Concluded.

Distances.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
776	Balgonie.....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00
783	*Pilot Butte.....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00
792	Regina.....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00

SWIFT CURRENT SECTION.

801	*Grand Coulee.....	2 01	1 68	1 34	1 00	50	1 00	1 63	46	156 00	156 00	54	8 25
809	Pense.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
817	*Belle Plaine.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
826	Pasqua.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
834	Moose Jaw.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
842	*Boharm.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
850	Carou.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
859	*Mortlach.....	2 09	1 74	1 40	1 04	51	1 03	1 71	48	163 00	163 00	57	8 75
868	Parkbeg.....	2 13	1 78	1 42	1 06	52	1 04	1 74	49	166 00	166 00	58	9 00
878	*Secretan.....	2 17	1 81	1 45	1 08	53	1 06	1 78	50	170 00	170 00	59	9 25
887	Chaplin.....	2 17	1 81	1 45	1 08	53	1 06	1 78	50	170 00	170 00	59	9 25
896	*Ernfold.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
906	Morse.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
915	*Herbert.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
924	Rush Lake.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
935	*Waldeck.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
946	Swift Current.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50

MEDICINE HAT SECTION.

954	Leven.....	2 25	1 88	1 50	1 12	54	1 09	1 86	52	177 00	177 00	62	9 75
964	*Goose Lake.....	2 25	1 88	1 50	1 12	54	1 09	1 86	52	177 00	177 00	62	9 75
973	Antelope.....	2 25	1 88	1 50	1 12	54	1 09	1 86	52	177 00	177 00	62	9 75
981	*Gull Lake.....	2 28	1 90	1 52	1 14	55	1 10	1 89	52	180 00	180 00	63	10 00
990	Cypress.....	2 32	1 93	1 54	1 16	56	1 12	1 93	53	183 00	183 00	64	10 10
1001	*Sidewood.....	2 36	1 96	1 56	1 18	57	1 14	1 97	54	187 00	187 00	66	10 30
1011	Crane Lake.....	2 39	1 99	1 58	1 20	57	1 15	2 01	55	191 00	191 00	67	10 50
1022	*Colley.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1032	Maple Creek.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1043	*Kincarth.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1053	Forres.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1066	*Walsh.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1076	Irvine.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1087	*Dunmore.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1096	Medicine Hat.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 95

NOTE.—Rates to Winnipeg include cartage on merchandise, Classes 1, 2, 3 and 4, and Special Class 6.

* No Agent. Way bill to station next beyond.

Car load rates are for 20,000 lbs.

Coal rates will also apply for transportation of brick, stone, sand and lime, in car loads.

Pressed hay, in bales (car loads), at Special Class 4 rates.

Emigrants and settlers' effects coming into Manitoba and the North-West will be carried at one-half Special Class 6, in car loads. In less than car loads one-half first-class rates.

OTTAWA, 13th June, 1883.

SIR,—I am directed to forward, for your information a copy of an Order in Council passed on the 28th ult., approving of the tariff of freight and passenger fares and tolls established by the by-law of the Canadian Pacific Railway Company, No. 56, passed on the 16th of April, for use on the Western Division of their road, and its branches, which by-law was submitted for the purpose in accordance with the 9th sub-section of section 17, of the Consolidated Railway Act of 1879.

I am to direct your attention to the provisions of the same section, calling for two weekly publications of _____ in the *Canada Gazette*, of the by-law establishing and of the Order in Council approving of such tolls, and further for the exhibition of the said tolls in printed form in all places where they are to be enforced.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary C. P. R. Co.

CANADIAN PACIFIC RAILWAY BY-LAWS.

Adopted at a Meeting of the Board of Directors, held on 6th June, 1883, and confirmed at the adjourned Annual Meeting of Shareholders, held on 8th June, 1883.

THE SHAREHOLDERS.—*Chairman at Shareholders' Meeting.*

1. At all meetings of shareholders, the President, in his absence, the Vice-President, and in the absence of both, some shareholder appointed by the meeting, shall take the chair; and the Secretary, or, in his absence, some shareholder appointed by the meeting, shall act as Secretary.

Annual Statement.

2. At each annual meeting of shareholders, a statement of the affairs of the Company shall be submitted to the shareholders by the Board of Directors.

Special Meetings of Shareholders.

3. A special meeting of shareholders may be called at any time by the Board of Directors; or by the President or any three Directors, on the requisition, in writing, of shareholders holding one-fourth of the shares of the stock of the Company.

Notice of Shareholders' Meetings.

4. No notice of any meeting of shareholders shall be required, other than such as is provided by the charter.

THE BOARD OF DIRECTORS.—*Number of Directors.*

5. The Board of Directors shall be twelve in number, and shall be qualified as provided by the charter; and at the first meeting of the Board of Directors after each election, they shall elect from their own number a President and two Vice-Presidents for the ensuing year, one of which Vice-Presidents shall be called the First Vice-President and the other of them the Second Vice-President.

Directors to Appoint Officers.

6. The Board of Directors shall appoint a Secretary and a Treasurer, and such other officers and agents as they may deem necessary.

Board to Meet on Tuesday of Every Week.

7. The Board of Directors shall meet without notice on Tuesday of every week at twelve o'clock noon, at the principal office of the Company; but if such day should be a public holiday, such meeting shall be held on the day following. And at any such meeting, business may be transacted by a quorum of the Board in the same manner and with the same validity as if such meeting had been specially called, and notice thereof duly given.

President can call Special Meetings.

8. The President, or any two of the Directors of the Company, may at any time call a special meeting of the Board, to be held at such time and at such lawful place, as shall be mentioned in the notice of such meeting. And the object of such special meeting shall be stated in a summary manner in the notice calling the same.

Special Meetings of Board of Directors.

9. The first meeting of the Board of Directors, after their election in each year, shall be held for the election of officers, at the office of the Company, on the day of such election, immediately upon the adjournment of the meeting of shareholders, at which such election shall have taken place; and notice of every other special meeting of the Board of Directors, to be held at Montreal, specifying the time and place of such meeting, and intimating in general terms, the business to be dealt with thereat, shall be given by the Secretary, or by any two directors, by circular, addressed to the last known domicile of each Director resident in Canada or the United States, and to the last known domicile in Canada or the United States, of the proxy of each Director resident elsewhere; or to any address registered with the Secretary of the Company by any Director, for the purposes of such notices; such circular to be mailed, with the postage paid thereon, at least two clear days before such meeting.

Meetings may be held in London.

10. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the office of the Company, 101 Canon street, in the City of London, in England; and all by-laws enacted, resolutions passed, and business transacted at any meeting or adjourned meeting of the Board of Directors, or of the shareholders, held at the said place, shall be as valid, and as binding upon the Company, as if such meetings, respectively, were held at the chief place of business of the Company in Montreal.

Notices of Meetings to be held in London.

11. Notice of every meeting of Directors to be held at any place in the City of London, in England, shall be given by a notice signed by the Secretary of the Company, and posted to each Director, addressed to him at his ordinary residence, or at any other place to which he shall have notified the Secretary, in writing, to address such notices; and if all the Directors are then in Europe, or if those absent from Europe have notified the Secretary in writing of an address in Europe to which such notices may be sent, such notices may be posted in London at any time not less than four days before the day fixed for such meeting. But otherwise, if such notices be issued at Montreal, they shall be posted at least twenty-one days before the day fixed for such meeting; or if they shall be issued at London aforesaid, they shall be posted at least one calendar month before the day fixed for such meeting; and such notices shall specify, in general terms, the nature of the business, for the transaction of which such meeting is called.

Meetings may be held in New York.

12. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the office or place of business of Messrs. J. S. Kennedy and Company, in the City of New York, in the State of New York, being at No. 63 of William street, in the said City of New York. And all by-laws enacted, resolutions passed, and business transacted at any meeting, or adjourned meeting, of the Board of Directors, or of the shareholders, held at the said place, shall be as valid and as binding upon the Company as if such meetings, respectively, were held at the chief place of business of the Company in Montreal. And notices of meet-

ings of Directors or of shareholders, as the case may be, to be held at the said place in the said City of New York, shall be given in the manner provided by the by-laws with respect to the meetings of shareholders, or of Directors, respectively, to be held at the City of Montreal.

Meetings may be held in Winnipeg.

13. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the City of Winnipeg, in the Province of Manitoba, at the offices occupied by the Company in Main street, in the said City of Winnipeg. And all by-laws enacted, resolutions passed, and business transacted at any meeting, or adjourned meeting, of the Board of Directors, or of the shareholders held at the said place, shall be as valid and as binding on the Company as if such meetings, respectively, were held at the chief place of business of the Company in Montreal. And notices of meetings of shareholders, and of Directors, respectively, to be held at the City of Winnipeg, shall be given in the manner provided in the charter and by laws for notices of meetings of shareholders and of Directors, respectively, to be held in the City of Montreal, except that notices of meetings of Directors to be held in the said City of Winnipeg, shall be mailed eight clear days before such meeting.

Minute book to be kept.

14. The proceedings of the board shall be recorded by the secretary in a minute book kept for the purpose. The reading and consideration of the minutes of the last previous meeting of the Board shall be first in the order of business at every meeting of the Board; and, upon the confirmation of such minutes, with or without amendment, the presiding Director shall sign, and the Secretary shall countersign, the same.

Executive Committee.

15. The business of the Company, during the intervals of the meetings of the Board of Directors, shall be transacted by the executive officers of the Company, with the advice and under the direction of the Executive Committee, who shall perform the duties hereinafter designated; and select committees of the Board may, from time to time, be created for special purposes.

Books, &c., to be open to Directors.

16. All books, accounts, letters and papers appertaining to the business of the Company in possession of any officer, agent, or employee of the Company, shall at all times be open and subject to the examination of any member of the Board of Directors, and also of the executive officers; and all letters and other papers so appertaining, received by the Secretary or Treasurer, shall be submitted to the Board and to the president.

Executive Committee appointed by Directors.

17. The Executive Committee shall be appointed and organized by the Directors appointed by the charter of the Company, and afterwards by the Directors annually, after each annual meeting of shareholders, and shall hold office until the next following annual meeting. It shall consist of three Directors, in addition to the President, of whom two members shall be sufficient to constitute a quorum for the transaction of business. They shall meet from time to time, when called together by the chairman thereof, or by any two of their members, of which meetings notice shall be given by the Secretary, by a circular mailed at least twenty-four hours before the time of meeting. They shall appoint a chairman from among themselves, and shall be vested with all the ordinary powers of the Board of Directors, during the intervals of the meetings thereof, subject to the instructions of the Board and to the ratification of their action by the Board at the next meeting thereof. And for that purpose minutes of their proceedings shall be recorded in a minute book to be kept by the

Secretary, who shall attend the meetings of the executive committee; and such minutes shall be submitted to the next following meeting of the Board of Directors, whether weekly or special; and the consideration of such minutes shall be second in order of business at every such meeting.

Duties of Executive Committee.

18. The duties of the Executive Committee shall be as follows:—To supervise all such business as is not entrusted to a special committee, and all receipts and disbursements; to devise the necessary ways and means to meet all payments as they become due; to audit and certify all accounts for the expenses of the general office of the Company; to supervise the books, accounts and vouchers of the Company, and to give directions, as far as they shall deem necessary, as to the manner in which the books, accounts, &c., shall be kept; to examine, at least once a month, the accounts of the Treasurer, and to report the results of such examinations regularly at each monthly meeting of the Board, or oftener, if they think proper; and to examine and pronounce upon all contracts negotiated by the executive officers of the Company, before being executed, except in cases where the same have been previously referred to a special committee or to an officer of the Company, with power to dispose thereof.

PRESIDENT AND VICE PRESIDENT.

The President.

19. The President shall be the chief executive officer of the Company, and exercise general control over all its affairs, its officers and employees, and cause the business of the Company to be duly and efficiently carried on, in conformity with the charter and by-laws, and with the directions of the Board. He shall preside at all meetings of shareholders. He shall sign all contracts, agreements and documents approved by the Board, except where the execution of such instruments is otherwise provided for by them. He shall countersign all cheques drawn by the Treasurer or Assistant-Treasurer. He shall sign all scrip certificates of stock or shares. But no deed of sale or conveyance of any real property of the Company shall be made, until it has been expressly authorized by vote of the Board of Directors; excepting always lands granted to the Company, and intended for sale, which lands shall be sold and conveyed according to the regulations in that behalf made. And he shall perform such other general or executive duties not otherwise provided for, as usually devolve upon the presiding officers of incorporated companies.

20. In the absence of the President, the Vice-Presidents or either of them, shall perform the functions and duties of the President.

Power of President.

21. The President shall have power, with the concurrence of the Executive Committee, to negotiate contracts during the intervals of the meetings of the Board, the same being subject to approval, as herein provided.

President may suspend powers of Officers.

22. The President may, in his discretion, at any time during the intervals of the meetings of the Board of Directors, suspend the powers of any officer or employee of the Company until the next meeting of the Board, when he shall report to the Board the fact, and the cause for such suspension.

Vacancy in Office of the President.

23. In case a vacancy occurs in the office of President, the same shall be filled by the Board of Directors without unnecessary delay, but notice of the intention to fill such vacancy shall be given to the Directors, in the manner herein provided for the calling of special meetings of the Board.

GENERAL MANAGER.

24. The General Manager shall be appointed by the Board, and shall be the chief executive officer of the Company, next after the President and Vice-Presidents. He shall have authority to manage and conduct the work of construction, the operation of the lines of the Company, and the business incidental thereto generally; subject, from time to time, to the directions of the Board. He shall appoint the officers of the Company, except such as shall be appointed by the Board; and they shall be responsible to him and subject to suspension or dismissal by him.

And in the absence of the President and Vice-Presidents, he shall have the power to countersign cheques drawn by the Treasurer or Assistant-Treasurer.

Duties of Secretary.

25. The Secretary shall attend all meetings of shareholders, and of the Board, and shall record the minutes of all their proceedings at length, in books provided for the purpose. He shall attend the meeting, of the Executive Committee, keep the record of their proceedings, and submit the same to the Board at each meeting thereof. He shall be the custodian of the corporate seal of the Company, and shall affix the same to all contracts and other documents approved and ordered by the Board to be executed. He shall have charge of all the minute books, contracts, deeds of conveyance and other documents of the Company, and of their archives generally: also, of all reports and communications to the Board of Directors, and of the correspondence of the Company generally.

26. The Secretary, under the directions of the President, shall conduct all such correspondence as does not pertain or refer more particularly to the business in charge of the Treasurer. He shall also perform such other duties as shall be required of him by the Board of Directors. He shall give the requisite notices of the time and place of all meetings of the shareholders, of the Board of Directors, and of the Executive Committee.

Registrar of Transfers.

27. The Secretary shall be the registrar of transfers of shares, stock and bonds, and for that purpose shall keep the accounts of the shares, stock and bonds registered and transferred, in such manner and form as the Board of Directors shall, from time to time, prescribe and approve.

Deputy Secretary.

28. The Directors may appoint a person to act as Secretary of the Company in the said City of London, England. And such official shall be styled the Deputy Secretary of the Company, and he shall perform all duties required to be performed in the said city of London, which appertain to the office of Secretary.

TREASURER.—*Duties of Treasurer.*

29. It shall be the duty of the Treasurer, under the direction of the Board and the Executive Committee, to receive all moneys belonging to the Company, and disburse the same on properly certified and approved vouchers; to keep regular and systematic accounts of all receipts and disbursements; and to make detailed reports thereof to the Directors monthly. He shall give proper receipts and discharges for all moneys received, and shall take and preserve proper receipts and discharges for all payments made.

30. The Treasurer shall cause to be deposited the moneys received by or for him on account of the Company, in such bank or banks as the Board of Directors or the Executive Committee shall designate. He shall have the charge and custody of the bills receivable and money assets of the Company, subject at all times to inspection and examination by the Board, or by any person appointed by the Board for that purpose, by the Executive Committee and the President.

31. All cheques upon the bank or banks where the funds of the Company are kept, shall be drawn payable to the order of the party entitled to the payment to be

made, which cheques, except for the payment of interest or dividends on bonds or stocks, shall be signed by the Treasurer, or by the Assistant-Treasurer, and countersigned by the President, or by one of the Vice-Presidents, or by a member of the Executive Committee or by the General Manager.

Payments not to be made without Executive Authority.

32. No payment, except for interest or dividend, shall be made unless the same has been previously authorized by the Board of Directors or the Executive Committee, except upon the written order of the President or one of the Vice-Presidents, or the Chairman of the Executive Committee.

Promissory Notes and Drafts.

33. The ordinary negotiable obligations issued by the Company shall be in the form of drafts, drawn or signed by the President and accepted by the Treasurer. And the Treasurer shall also accept drafts drawn by the other parties, whenever instructed so to do by the Board or the Executive Committee, or upon the written order of the President or the Chairman of the Executive Committee.

Dividends on Stock and Bonds.

34. For the payment of dividends on stock and shares, and interest coupons on bonds, he shall cause special deposits to be made, and separate accounts and cheque books to be kept. All such payments may be made by cheques drawn by the Treasurer without countersignature; and all coupons, when paid, shall immediately be defaced or otherwise cancelled, and shall be afterwards dealt with as shall be ordered by the Board.

Security to be given by Treasurer and other Employees.

35. The Treasurer shall give bonds to the Company for such amount and by such sureties as shall be approved by the Directors for the faithful performance of his duties, and all officers and agents of the Company, who by virtue of their office shall receive or disburse money on account of the Company, shall give bonds in such amount and with such security as shall be approved by the Directors, for the faithful performance of their duties respectively.

Local Treasurer.

36. Notwithstanding anything contained in the existing by-laws, the Board of Directors may determine upon and fix any point or points along the main line, or any branch thereof as a point at which money may be received and paid in respect of construction and general expenditure; and may, from time to time, appoint a suitable person to be local Treasurer, at any such point, and may confer upon such local Treasurer, and upon any other official of the Company, such powers in respect of the signing and endorsement of cheques and drafts, and the payment of money at such point, with such obligations as to the giving of security, as the Board may, from time to time, determine. Any person or official so appointing or receiving such authority, to be subject, as to his duties and tenure of office, to the by-laws of the Company

Duties of other Officers and Employees.

37. All other officers and employees of the Company shall perform such duties as shall be imposed upon them, and shall have such powers as shall be specially given them by the Board of Directors or the Executive Committee.

ISSUE AND TRANSFER OF SHARES AND STOCK—FORM OF CERTIFICATES.

Stock Certificates.

38. The certificates for shares of the capital stock shall be numbered in progression; beginning with number one. Each certificate shall be designated by its number, and shall be entered in a book called the "Register of Shareholders," and re-

entered therein, from time to time, as changes may occur in ownership, or new certificates be issued. Such entries shall comprise the names of the Shareholders, their places of residence, and the number of shares to which each of them is entitled.

Form of Certificate.

39. Each Shareholder shall be entitled to a certificate of stock for each share belonging to him, for which full payment has been made. The form of such certificate shall be as follows:—

COMMON STOCK, \$100,000,000.

Dominion of Canada.

THE CANADIAN PACIFIC RAILWAY COMPANY.

This certifies that _____ is the owner of _____ paid up shares of the capital stock of the Canadian Pacific Railway of one hundred dollars each, transferable only on the books of the Company in person or by attorney, and upon the surrender of this certificate.

This certificate shall not become valid until countersigned by the Transfer Agent, and also by the Registrar of Transfers.

In testimony whereof the said Company has caused this certificate to be signed by its President and Secretary this _____ day of _____ 188 .

Secretary

President.

Form of Transfer.

(On which is endorsed the following Power of Attorney):

For value received _____ have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto _____ shares of the capital stock of the Canadian Pacific Railway Company, mentioned in the within certificate, and _____ do hereby constitute and appoint _____ true and lawful attorney, irrevocable for _____ and in _____ name and stead, but to _____ use, to sell, assign, transfer and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power.

Dated

188

Signed and acknowledged }
in presence of }

Damaged Certificates.

40. If any certificate of shares shall become materially damaged, the Directors, upon presentation thereof, may order it to be cancelled, and thereupon a duplicate thereof shall be given to the owner. If any certificate be lost or destroyed, then, upon satisfactory proof thereof to the Directors, they may order a duplicate thereof to be issued to the owner in such terms, for the protection of the Company, as may be reasonable. But in all cases of the issue of a duplicate or substituted certificate for a certificate alleged to be lost or destroyed, the duplicate shall be void should the original subsequently be presented.

Transfers of Stock.

41. All transfers of shares shall be made in one of the Transfer Books of the Company, and may be so made without any sanction, order, or authority, by or from the Board of Directors, and without any previous notice to any officer of the Company. If such transfer be made at the Head Office of the Company, it shall be so made under the supervision of the Secretary; and if elsewhere, under the supervision of such person as shall be appointed by the Board to take charge of the Transfer Book of the Company, at the place where such transfer is made.

Transfer Books.

42. Register books and transfer books for shares, stock and bonds, shall be kept at the head office; and the Directors may order similar books to be kept at London, in England, Paris, in France, at the City of New York, in the United States of America, or at any or all of such places; and may appoint persons to take charge of them respectively, and to perform such duties in respect of them as the Board may, from time to time, order and direct.

Transfer Books in Montreal and New York.

43. The transfer books of shares and stock kept at the offices of the Company in Montreal and in New York shall be closed for one week next before the day fixed for any annual or special meeting of Shareholders, and for a period of not less than two weeks next before the day fixed for the payment of any dividend or interest upon the shares of the Company. And the transfer books kept elsewhere shall be closed for a period of not less than three weeks before such day; and no transferee of shares or stock shall be entitled to vote by virtue thereof at such meeting, or to receive any dividend or interest, as the case may be, unless the transfer thereof to him has been made, and duly recorded, before the the transfer book, in which such transfer is recorded, is closed by virtue hereof.

Seal of Company.

44. The seal of the Company shall be of circular form, and shall contain the words "Canadian Pacific Railway" on a circular scroll, and the words "Incorporated, 1881," in the centre.

Service of Process in Manitoba.

45. The office of the Company in Main street, in the City of Winnipeg, in the Province of Manitoba, is hereby appointed and fixed as the place where service of process may be made upon this Company, in respect of any cause of action arising within the said Province.

Service of Process in North-West Territories.

46. The office of the Company at Regina, in the Territory of Assiniboia, in the North-West Territories, is hereby appointed and fixed as the place where service of process may be made upon this Company, in respect of any cause of action arising within the said Territories.

TOLLS.

Rates on Western Division.

56. *By-law No. 56 is the Tariff of Tolls, Rates and Fares to be charged on the Western Division for passengers and freight. This by-law having been submitted to the Government for approval, was not repealed and retains its original number.*

Montreal, June 6th, 1883.

NUMBER SIX.**CORRESPONDENCE ON SUNDRY MATTERS.**

1.—CHARACTER OF BRIDGES CONSTRUCTED BY THE CANADIAN PACIFIC RAILWAY COMPANY. 2.—ON THE SUBJECT OF A BRIDGE OVER A DRAIN FROM THE PEMBINA BRANCH.

CANADIAN GOVERNMENT RAILWAYS, OTTAWA, 25th September, 1883.

SIR,—In reply to your inquiry as to the character of the bridges being erected by the Canadian Pacific Railway Company, upon the Canadian Pacific Railway, I desire to say that the large streams are being spanned by strong iron and steel

structures, resting on massive masonry, and the small brooks on the Eastern Section are passed through solid masonry culverts, and on the Central Section they are crossed by substantially built pile structures.

I am, Sir, your obedient servant,

C. SCHREIBER, *Engineer-in-Chief.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 1st November, 1883.

SIR,—I beg to enclose a letter from the General Superintendent of the Eastern Division of this Railway respecting the speed of trains between Deux Rivières and Mattawa, and to request that the Government Engineer be instructed to re-examine the line between these points, which has been improved since the date of his last report, with the view of the cancellation of his previous certificate, which limited the speed of trains to 20 miles per hour. I think it will be found that the track is now in condition to warrant this action on the part of the Railway Committee, and as the matter is of pressing importance, I respectfully ask that the required inspection be made with as little delay as possible.

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

C. DRINKWATER, *Secretary.*

T. TRUDEAU, Secretary Railway Committee.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 1st November, 1883.

DEAR SIR,—We propose to change the time on the 12th inst., and in order to do this, it will be necessary to run our trains between Pembroke and North Bay at a maximum rate of 30 miles per hour. Mr. Ridout, some time ago, when inspecting the road, limited our speed between Deux Rivières and Mattawa to 20 miles per hour, but since that time a great improvement has been made on the track.

I asked our engineer to have Mr. Ridout to go over the track with him, and give us a fresh certificate, and you will see, from his reply to Mr. McPherson, that it has to be done officially.

Will you kindly have the matter attended to at once, so that there may be no delay in our time bill?

Yours truly,

ARCHER BAKER, *General Superintendent.*

C. DRINKWATER, Secretary-Treasurer.

RE a Bridge over all off-take Drains on the Pembina Branch.

OTTAWA, 6th August, 1883.

SIR,—I am instructed to refer to you copy of some correspondence that has taken place between this Department and the Clerk of the Municipality of St. Andrews, Manitoba, with reference to the building of a bridge across a certain off-take drain running from the Pembina Branch Railway and crossing a highway nearly opposite the Hudson Bay Company's stone fort. It appears to be a matter that should be dealt with by your Company.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 27th May, 1880.

SIR,—During last year an outlet for a railway drain was made to the Red River opposite the Stone Fort, and the public highway was crossed and left unbridged.

I am requested by the Warden to ask you to be good enough inform me at your earliest convenience who is responsible, and also if it is the intention of the railway authorities to see to the immediate construction of a bridge over the drain.

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

J. McDOUGALL, *Clerk.*

J. M. ROWAN, District Engineer, C. P. R., Winnipeg.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 17th June, 1880.

SIR,—I am requested by the Council to ask an immediate answer to my letter of 27th ult., as the subject is one that demands prompt attention.

I beg to enclose copy of letter referred to.

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

J. McDOUGALL, *Clerk.*

J. H. ROWAN, District Engineer, C. P. R., Winnipeg.

CANADIAN PACIFIC RAILWAY, MANITOBA DISTRICT,
ENGINEER'S OFFICE, WINNIPEG, 21st June, 1880.

DEAR SIR,—I have to apologize for not sooner answering your letter of the 27th May and 17th June, in reference to the bridge, owing to absence from the city.

The contractor was the party who should have made the work good.

Not having done so, I have given orders to have a bridge put in, and the matter will be attended to at an early date.

Yours truly,

JAMES H. ROWAN.

J. McDOUGALL, Clerk, St. Andrews, Manitoba.

MUNICIPALITY OF ST. ANDREW'S, CLERK'S OFFICE, August 16th, 1880.

SIR,—I am again instructed by the Warden and Council, in reference to the subject of my letters of 27th May and 17th June, to inform you that, notwithstanding the promise contained in your letter of 21st June, nothing has apparently been done in the matter of getting a bridge built. I am requested to ask an explanation of this seeming neglect, and to insist upon your immediate attention to this matter. An accident has already occurred in consequence of there being no proper means of crossing the drain, and a law suit may be the upshot of a longer continuance of the present state of affairs.

I am, Sir, your obedient servant,

J. McDOUGALL, *Clerk.*

J. H. ROWAN, District Engineer, C. P. R., Winnipeg.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE,
LOWER FORT GARRY, MANITOBA, 7th March, 1881.

SIR,—I am instructed by the Warden and Council to draw your attention to the following facts, viz.:—On the 27th May last I was requested to write to Mr. Rowan, District Engineer, in reference to a drain (an outlet of the ditch along the Pembina Branch) which was cut across the great highway (nearly opposite the Hudson Bay Company's Stone Fort), and left without a bridge, very much to the danger and inconvenience of the travelling public.

I enclose copy of Mr. Rowan's reply. Mr. Rowan has been written to several times since, informing him that nothing has as yet been done, but he has made no further response.

Will you have the goodness to cause the Council to be informed, at your earliest convenience, what the Department intends doing in the matter.

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

J. McDOUGALL, *Clerk.*

Hon. Minister Dept. of Railways and Canals.

RAILWAYS AND CANALS, OTTAWA, 12th April, 1881.

SIR,—I have to acknowledge the receipt of your letter of the 7th ult., enclosing a letter from Mr. Rowan, District Engineer, regarding the railway ditch cut across the highway at St. Andrews, on the Pembina Branch, which has been left without a bridge.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

J. McDOUGALL, Lower Fort Garry.

OTTAWA, 14th May, 1881.

DEAR SIR,—With reference to the highway bridge in the Parish of St. Paul's, which was washed away by water from an off-take drain on the Pembina Branch, and which was reported on by Mr. Skead on the 25th March last, you are authorized by the Honorable the Acting Minister to replace the same at a cost not to exceed \$300.

You will remember my giving you verbal instructions respecting this matter before leaving Winnipeg.

Yours truly,

C. SCHREIBER, *Engineer-in-Chief.*

M. J. HANEY, Lake Deception, *vid* Winnipeg, Man.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 1st June, 1881.

SIR,—Referring to your letter of 12th April last, I am again requested by the Council to urge upon your Department the necessity for immediate action in the matter of bridging the highway referred to in my communication of 7th of March last. Traffic is interrupted and great inconvenience caused by the tardiness shown in treating this matter as it deserves at the hands of your Department. An immediate answer as to the course you intend to pursue will greatly oblige the Council.

I have the honor to be, &c.,

J. MACDOUGALL, *Clerk.*

Hon. Minister Railways and Canals,

OTTAWA, 11th April, 1882.

SIR,—With reference to the question of the reconstruction of a bridge over an off take drain on the Pembina Branch Railway in the Parish of St. Andrews, which had been washed away, and in relation to which a letter was addressed to you by this Department on the 12th October last, I am directed to inform you that a communication has been received from the Division Superintendent of the Canadian Pacific Railway, Winnipeg, from which it is inferred that this bridge was rebuilt in the month of June, 1881.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. MACDOUGALL, Clerk, St. Andrew's, Manitoba.

MUNICIPALITY OF ST. ANDREWS,
CLERK'S OFFICE, LOWER FORT GARRY, 11th May, 1882.

SIR,—Referring to your letter of 11th ult., respecting bridge over off-take drain on the Pembina Branch, Canadian Pacific Railway.

There seems to be some misunderstanding about the matter. It is not the reconstruction of a bridge that is wanted, but the construction of it, as it was never built.

The bridge referred to in my correspondence with the Department is one that is wanted to cross the top drain from the Pembina Branch to the Red River, opposite the Hudson Bay Company's Post of Lower Fort Garry.

The Superintendent at Winnipeg must refer to a bridge somewhere else. The bridge I refer to is required where the drain crosses the great highway.

I have the honor to be, Sir,

J. MACDOUGALL, *Clerk.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF GOVERNMENT INSPECTOR, WINNIPEG, 23rd June, 1882.

DEAR SIR,—Referring to your letter of 28th ult., I beg to report as follows:—
I thoroughly examined the outlet drain from the Pembina Branch to opposite the Stone Fort, and found no bridge across it from the railway to Red River. There

the drain crosses the highway between St. Boniface and Selkirk opposite the Stone Fort; it will require a span of at least 60 feet.

I cannot find the slightest trace of any bridge ever having been built by Mr. Haney in this neighborhood.

Your truly,

JAMES A. DICKEY.

C. SCHREIBER, Engineer-in-Chief.

MUNICIPALITY OF ST. ANDREWS,
CLERK'S OFFICE, LOWER FORT GARRY, 13th July, 1882.

SIR,—I have the honor to refer you to my communication of the 7th March, 1881, and your reply, of 12th April, 1881, respecting a bridge required over the railway ditch on the Pembina Branch, Canadian Pacific Railway, cut across the highway in St. Andrews.

I am instructed by the Council to again urge upon your Department the necessity for an early decision in this matter, as the temporary means used to supply the place of a bridge can no longer be relied on.

The Canadian Pacific Railway Company have been applied to; but their solicitor has given it as his opinion that the Government are alone responsible.

Your obedient servant,

J. MACDOUGALL, *Clerk.*

Secretary Railways and Canals.

WINNIPEG., MAN., 5th September, 1882.

DEAR SIR,—The highway bridge across a gully in the Parish of St. Andrews, to which you refer in your letter of 1st September, was built in the month of June, 1881.

I am, yours truly,

M. J. HANEY.

C. SCHREIBER, Engineer-in-Chief.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 12th October, 1882.

SIR,—I am directed by the Acting Minister to inform you that the claim preferred by you in your letter of the 7th March, 1881, and 13th July, 1882, in behalf of the Municipality of St. Andrews, Manitoba, respecting the building of a bridge by Government over the railway off-take ditch of the Pembina Branch of the Canadian Pacific Railway, cannot be entertained.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. MACDOUGALL, Clerk, St. Andrews.

MONTREAL, 23rd October, 1883.

SIR,—In August last you forwarded to the Secretary some correspondence which had passed between your Department and the Clerk of the Municipality of St. Andrews, Manitoba, with reference to the building of a bridge across a certain drain running from the Pembina Branch.

I have had the matter enquired into and send you, herewith, copy of a report from our solicitor, from which it would appear that this is a matter which the Company should not be called upon to deal with.

I return all papers in this matter, and

Have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE, *General Manager.*

A. P. BRADLEY, Secretary, Railways and Canals.

WINNIPEG, 13th October, 1883.

DEAR SIR,—Yours of the 16th inst., in the matter of a bridge over an off-take drain at St. Andrews, has been received. It appears to me that there is some mistake about the matter having been referred to me before. I think the only matter that was referred to me, was a question of road crossings on the Pembina Branch. In this matter, it seems that an off take drain was constructed by the Government from the Pembina Branch to the Red River, through the municipality of Kildonan and crossing a highway between Selkirk and St. Boniface. The Government did not provide a bridge across the drain so made connecting the highway cut by the drain, and the matter was referred to us in this way by Mr. Bradley, the Secretary of the Department of Railways and Canals:—

“It appears to be a matter that should be dealt with by your Company.” I must confess that I think it would be highly undesirable for the Company to admit in any way a liability to construct such a bridge, for if the Company undertook to do it; in the event of the bridge being destroyed, they might be asked to repeat what they had previously undertaken to do, bridge the drain. The matter of looking after the highway belongs to the municipality, and I feel quite certain in saying that they cannot compel the Company to make the bridge. I cannot state as to how far the Government are liable for interfering with the highway, as I am not acquainted with all the facts, and I do not know the extent of the arrangements between the Government and the Company, as to the Company accepting any of the liabilities of the Government, in connection with the Pembina Branch. The Pembina Branch is not to be handed over to the Company till the completion of the Eastern and Central Sections, and I understand that the Government, after the Company commenced to run the Pembina Branch, completed the bridge at Dominion City. Why should they not, if they are liable, put a bridge over this off-take drain? I would refer you to the letter of the 21st June, 1880, written by Mr. Rowan, in which he stated he has given orders to have the bridge put in and also refer you to a letter of Mr. Bradley, of 12th October, 1883, in which it is stated that the claim of St. Andrews cannot be entertained, so that it would seem there is still a question as to the liability by the Government to the municipality. I would also call your attention to the papers which refer also to a bridge in St. Paul's Parish. See Mr. Schreiber's letter of May, 1881.

Yours truly,
J. A. M. AIKENS.

J. M. EGAN, Genl. Supt. at Winnipeg.

NUMBER SEVEN.

(1.) CORRESPONDENCE RELATING TO THE TRANSFER AND OPERATION OF THE THUNDER BAY SECTION, PORT ARTHUR TO RAT PORTAGE, TO THE CANADIAN PACIFIC RAILWAY COMPANY.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 17th May, 1883.

SIR,—Referring to the negotiations which have been lately taking place with a view to the reception by this Company of the Thunder Bay Branch, from Rat Portage to Prince Arthur's Landing, I am instructed by the directors of this Company to state that while the Company are prepared to take over this portion of the railway, and equip and operate it, they have not as yet had time to complete the examination of it as to the extent to which it has been completed, or to which its condition would meet the requirements of the contract between the Government and the Company—in order, therefore, to prevent any misconstruction hereafter, as to the position of the Company in assuming possession of this portion of the railway, I am instructed to say that it will be taken over by the Company, under express reserve of the rights of the Company to have it completed in all respects in conformity with

the contract, to the same extent as if the Company were not now undertaking its operation.

I am further instructed to state that the Company have reason to believe that its condition and state of preparation are open to all the objections contained in their letter to the Department of Railways and Canals, under date the 2nd of February, 1882, with reference to the line between Telford and Rat Portage. In addition to the points suggested in that letter, and without relinquishing any right of the Company in respect of any matter not designated here, I would indicate various timber trestles across water stretches which, in the opinion of the Company, would require to be filled, in whole or in part, to conform to the spirit of the contract, and it is probable, also, that timber work of various bridges will require renewal, from decay having taken place since such work was constructed.

Without further specifying details in which the Company believe the work is undoubtedly incomplete. I have only to repeat that, in assuming this portion of the railway, the Company do so under express reserve, not only of their rights in respect of the matters referred to above and in their former letter, but also of all other matters in connection with this section, which they would be entitled by their contract to have adjusted, if they had awaited the entire completion of the work before taking possession of it.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
GENERAL MANAGER'S OFFICE, MONTREAL, 3rd July, 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Hon. Minister of Railways, early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the Company and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action, no details were agreed upon, except that so much of the work as was covered by the contract of Manning, McDonald, McLaren and Co., should be completed by the Company at contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 42.

The remaining sections, known as Contracts 41, 25 and 13, were also incomplete, a large amount of ballasting and filling being required upon all of these, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of the ties required renewal at an early date.

At many stations between Rat Portage and Fort William, the side tracks were incomplete, and in some cases, none had yet been provided. At each of the two divisional points, 9,600 feet of side track and an engine house track had yet to be provided.

The water service was only suitable for construction purposes and not for regular traffic, and 20 frost proof tanks were required.

No depots had been erected save one at Rat Portage. The Government had put 6 under contract, but 25 more were necessary. A number of houses built of logs for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses. But if they are so used, 27 additional section houses will be needed. Two engine sheds and turn-tables, each to hold 12 engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings, and work of similar character.

When the line between Selkirk and Cross Lake was taken over by this Company in 1881, a large amount of ballasting had yet to be done, and it was agreed that the Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet.

The section between Cross Lake and Rat Portage, was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses, which may be utilized for the latter purposes. On this section five depots are needed.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and with a view to avoiding these and to securing the completion of the line and buildidgs, in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition: The Company will undertake, for the sum of \$940,000, to complete, in a first-class manner, the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds, and all other usual and necessary structures, and make all renewals of ties and bridges, and do all other necessary work, provided that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet, and for 9,600 feet of sidings at each of two divisional points, and for an engine-house track, 700 feet in length, at each of said points, provided also that the Company may be free to follow their own standards where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway.

The Company will also take over and pay the Government the cost price of any ties or timber, or other material now on hand, that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain, after providing for the sidings, as before mentioned.

In this connection, I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic mainly competitive, requiring to be carried out at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a mere local line, and, while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company in strengthening dangerous points, in providing additional facilities, and generally in making the line all that it should be for the traffic it will have to carry.

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

W. C. VAN HORNE.

P. S.—The foregoing communication having been returned to me for explanation as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42, and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 4th, July 1883.

SIR,—Mr. Van Horne's letter of the 3rd inst., making a proposal on behalf of the Canadian Pacific Railway Company, for a bulk sum of nine hundred and forty thousand dollars, (\$940,000) to complete the works upon contracts A and B, the ballasting upon Contract 14, the renewals of bridges, ties, &c., upon the section of road between Prince Arthur's Landing and English River, the erection of station houses, engine houses, section men's houses and the water service, in fact, to do everything necessary to complete the road thoroughly and efficiently, having been referred to me, I have the honor to report that if the 15 per cent. on the train filling referred to by Mr. Van Horne, which amounts to \$41,200, be added to the sum of \$940,000, it appears that his estimate of the cost of work is \$981,200.

I carefully investigated this matter and made an estimate of \$1,79,000, which is practically the same as his. I therefore recommend that his figures of \$981,200 be accepted as being, in my judgment, fair and reasonable.

From this sum, as I understand it, should be deducted certain items referred to in the Order in Council upon this subject, dated the 30th April, 1883.

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

(*Memorandum.*)

OTTAWA, 5th July, 1883.

The undersigned has the honor to represent that under date the 3rd inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage, by an Order of the 12th of January, 1882.

That, by an order of the 30th April last, sanction was given to an arrangement whereby the contractors for section "B" might be enabled to surrender to the Canadian Pacific Railway Company their work still remaining unexecuted, together with the operation of the road eastward to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have, accordingly, conducted this traffic.

That the Company now propose to complete the line, erecting the necessary station buildings, and providing the water service, work which, under the 7th section of their contract, rests with the Government; further performing such work of bridge and tie renewals, &c., between Prince Arthur's Landing and English River, and to carry out such ballasting work and the constructions of engine houses, &c., as may be requisite in order to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done.

That the contract date for the completion of the section "B" is the first of the current month, and this being the latest of the dates fixed for the completion of the work of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than one control, the Chief Engineer advises that the offer of the Company be accepted.

The undersigned, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recom-

mends that in the public interests, authority be given for the acceptance of the offer now made by the Company, the work to be performed, in all respects, to the full satisfaction of the Chief Engineer, and to be paid for in such proportions as may be fixed from time to time by his certificate.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 9th July, 1883.

On a memorandum dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date the 3rd July, inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th of January, 1882.

The Minister further represents that by an Order in Council of the 30th of April last, sanction was granted to an arrangement whereby the contractors for Section "B," between Keewatin (a short distance west of Rat Portage) and Eagle River, might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operation of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government, and further performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine-house construction as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of Section "B," between Eagle River and Keewatin, was the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer of the Company be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

Hon. Minister Railways and Canals.

JOHN J. MCGEE,

Estimate No. 1.

OFFICE OF ENGINEER IN CHIEF, OTTAWA, 7th July, 1883.

Description of works, works of completion, grading, ballasting, stations, water service, renewals, etc.—Locality of works, Prince Arthur's Landing to Selkirk.—Name of contractors, Canadian Pacific Railway Company.—Date of contract, July.

Progress Estimate of work done and materials delivered, from the beginning of operations under this contract to the 7th July, 1883.

The works, of which this is an Estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above, also under Order in Council.

Total value of work done and materials delivered to the 7th July, 1883.....	\$150,000
Total amount.....	\$150,000

The total amount of work authorized to be paid for the completion of the works, between Prince Arthur's Landing and Selkirk, is \$926,000, to be paid from time to time, as fixed by the certificate of the Chief Engineer.

The amount now payable for the work performed, and materials delivered, including ties, timber, etc.

The above is a correct Estimate, made up by me.

Total amount now certified on this contract, \$150,000. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 11th July, 1883.

SIR,—I have had a careful examination made of the rolling stock belonging to the Government on the line between Fort William and Rat Portage, and which I understand you desire this Company to take at its value.

Some of this rolling stock is very old, and all of it has seen hard usage in construction service. There are eight different kinds of locomotives, and many varieties of platform cars. In no respect does any of this equipment conform with any of our standards, and this fact, together with its mixed character, largely detracts from its value to this Company.

The platform cars were built for ten or twelve-ton loads; four of the locomotives are unfit for further service. Our standard locomotives can now be built for \$8,000 each, and our standard flat cars, built to carry twenty tons, now cost \$425 each; the following is therefore thought to be a very liberal offer for the equipment in question:—

For all freight cars.....	\$ 217 each.
“ 2 passengers cars.....	2,000 “
“ 1 baggage car.....	1,000 “
“ 6 locomotives.....	5,600 “
“ 1 locomotive.....	5,400 “
“ 2 locomotives.....	5,200 “
“ 2 locomotives.....	4,900 “
“ 1 locomotive.....	4,600 “
“ 3 locomotives.....	4,100 “
“ 4 locomotives.....	1,700 “

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

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister, Railways and Canals.

OTTAWA, 19th July, 1883.

SIR,—I am instructed to send you the enclosed copy of an Order in Council dated 9th inst., accepting the offer in your recommendation of the Canadian Pacific Railway Company, to complete the road from Prince Arthur's Landing to Selkirk for \$926,000.

I am Sir, your obedient servant,

C. SCHREIBER, Chief Engineer, C.P.R.

A. P. BRADLEY, *Secretary*.

OTTAWA, 9th August, 1883.

SIR,—I enclose herewith, for your information, a copy of the Order in Council passed on the 9th ult., whereby the offer of the Canadian Pacific Railway Company, made under date the 3rd of that month, for the completion of the several works remaining to be done on the line between Selkirk Range and Prince Arthur's Landing, has been accepted.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary, C.P.R. Co.

Thunder Bay Branch.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE GENERAL MANAGER, MONTREAL, 18th September, 1883.

SIR,—Your letter of the 7th inst. to the Secretary, on the subject of the Police Commissioner for the district between Thunder Bay and Winnipeg, has been referred to me. May I ask you to be good enough to furnish me with the name of the present incumbent of that office?

Yours truly,

W. C. VAN HORNE, *General Manager*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

MONTREAL, 27th September, 1883.

SIR,—I have the honor to request that a further payment be made on account of work done on that portion of the railway between Rat Portage and Thunder Bay, as per agreement.

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

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 28th September, 1883.

SIR,—In answer to your letter of yesterday, I have to inform you that a certificate has been issued for the payment to the Canadian Pacific Railway Company, of a further sum of \$136,000 on account of work performed on that portion of the line between Rat Portage and Thunder Bay.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Secretary, C. P. R. Co.

OTTAWA, 28th September, 1883.

SIR,—With reference to your certificate, in favor of the Canadian Pacific Railway Company, for \$136,000, I have to request to be supplied with a copy of the agreement between your Department and the above Company, for the completion of the works, &c., &c., between Prince Arthur's Landing and Red River.

The Order in Council referred to by you has not reached this office.

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

J. L. McDOUGALL, *Auditor-General*.

A. P. BRADLEY, Secretary, Railway and Canals.

MONTREAL, 1st October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 28th ult., informing me that a certificate has been issued for the payment to this Company of a further sum of \$136,000 on account of work performed on that portion of the line between Rat Portage and Thunder Bay.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary*, Railways and Canals.

OTTAWA, 2nd October, 1883.

SIR,—In reply to your letter of the 28th ult., I have the honor to transmit herewith, copy of the communication dated the 3rd July, 1883, from the General Manager of the Canadian Pacific Railway, making certain proposals with regard to the completion of that road between Fort William and Rat Portage. I understand you are already in possession of a copy of the Order in Council relating to the subject.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

J. L. McDougall, *Auditor-General*.

OTTAWA, 4th October, 1883.

SIR,—In reply to your letter of the 18th ult., I am directed to inform you that the present Police Commissioner for the District between Thunder Bay and Winnipeg is Mr. John McDonald, and his salary \$100 per month. The constables employed in the service, with their salaries and stations, are as follows:—

1. Grant Murdoch, Prince Arthur's Landing and Nipigon Division	\$50 00
2. R. P. Donkin, Keewatin.....	50 00
3. Patrick O'Keefe, do	50 00
4. Donald McLennan, Prince Arthur's Landing and Nipigon Division.....	50 00

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

W. C. VAN HORNE, *General Manager*, C. P. R. Co.

OTTAWA, 4th October, 1883.

SIR,—I have passed the application in favor of the Canadian Pacific Railway Company, for \$136,000, on account of work done between Prince Arthur's Landing and Selkirk.

I should be glad to have a statement showing that the work left undone on the line would cost at least \$96,000, I think it important to get this information, as the work was given without tenders having been called for.

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

J. L. McDougall, *Auditor-General*.

T. TRUDEAU, *Deputy Minister* Railways and Canals.

Estimate No. 2.

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 27th September, 1883.

Description of works, works of completion, grading stations, ballasting, renewals, &c.—Locality of works, Prince Arthur's Landing to Selkirk.—Name of contractors, Canadian Pacific Railway Company.—Date of Order in Council, July, 1883

Progress Estimate of work done and materials delivered from the beginning of operations under this contract to the 27th of September, 1883.

The works, of which this is an Estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above, also under Order in Council.

Total value of work done and materials delivered to the
27th September, 1883 \$286,000

Total amount.....\$286,000

The total amount authorized to be paid for the completion of the works, renewals, &c., between Prince Arthur's Landing and Selkirk, is \$926,000, to be paid from time to time, as fixed by the certificate of the Chief Engineer.

The amount now payable is for works performed and materials delivered, including engine house, ballasting, grading, water service, ties, timber, &c.

The above is a correct estimate made up by me.

Total amount now certified on this contract, \$286,000. All previous payments to be deducted.

C. SCHREIBER, *Engineer in Chief.*

THE CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 18th October, 1883.

SIR,—With further reference to my letter of the 6th inst., to Mr. Van Horne, respecting constables in the Thunder Bay Section, I beg to inform you that arrangements have been made for all such officers required east of Rat Portage, and that the services of those in the employ of the Government are not required by this Company.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 2nd November, 1883.

The undersigned has the honor to represent that, under various Orders in Council, sections of the Acts for the preservation of the peace have been brought into force along the line of the Canadian Pacific Railway, between Selkirk and Prince Arthur's Landing (now Port Arthur), and commissioners have been appointed for the enforcement of their provisions.

That in consequence of the completion of the works, the need for the operation of these Acts no longer existing, the districts comprised in the distances between Selkirk and Rat Portage, and in the limits of the Town of Rat Portage itself, have been declared, by authority of Orders in Council, no longer subject to the Acts in question, leaving the line between Rat Portage and Port Arthur still so subject.

That under date the 6th ult., the Canadian Pacific Railway Company have notified this Department that the services of the Commissioner are not required by them.

The undersigned accordingly recommends that the Act of Parliament of Canada, 32 and 33 Vic., chap. 24, entitled: "An Act for the preservation of the Peace in the vicinity of Public Works," and the Act, 33 Vic., chap. 28, entitled "An Act to amend an Act for the better preservation of the Peace in the vicinity of Public Works," be, in pursuance of the provisions of the said Acts, declared by proclamation to be no longer in force along the line of the Canadian Pacific Railway, nor within ten miles on either side thereof, between Rat Portage and Port Arthur; further, that the services of Mr. John Macdonald be terminated, as being no longer required.

Respectfully submitted,

J. H. POPE, *Acting Minister, Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 5th November, 1883.

On a memorandum dated 2nd November, 1883, from the Acting Minister of Railways and Canals, submitting that under various Orders in Council sections of the Acts for the preservation of the peace have been brought into force along the line of the Canadian Pacific Railway, between Selkirk and Prince Arthur's Landing, and commissioners have been appointed for the enforcement of their provisions.

The Minister represents, that in consequence of the completion of the works, the need for the operation of these Acts no longer existing, the districts comprised in the distance between Selkirk and Rat Portage, and in the limits of the Town of Rat Portage itself, have been declared by authority of Orders in Council, no longer subject to the Acts in question, leaving the line between Rat Portage and Prince Arthur's Landing still so subject; and that under date the 6th ult., the Canadian Pacific Railway Company have notified this Department that the services of the Commissioner are not required by them.

The Minister accordingly recommends that the Act of Parliament of Canada, 32 and 33, Vic., chap. 24, intituled, "An Act for the better preservation of the Peace in the vicinity of Public Works," and the Act 33, Vic., chap. 28, intituled, "An Act to amend an Act for the better preservation of the Peace in the vicinity of Public Works," be, in pursuance of the provisions of the said Acts, declared by proclamation to be no longer in force along the line of the Canadian Pacific Railway, nor within 10 miles of either side thereof, between Rat Portage and Prince Arthur's Landing; and further, that the services of Mr. John McDonald, Commissioner, be terminated as being no longer required.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 13th November, 1883.

SIR,—By direction of the Acting Minister of this Department, I have to inform you that under date the 5th inst., an Order in Council has passed, authorizing the withdrawal of the section of the Canadian Pacific Railway, between Prince Arthur's Landing and Rat Portage, from the operation of the Acts for the preservation of the Peace on Public Works.

Your own further services as Commissioner being, by reason of such withdrawal not now required, the said Order authorizes their termination. I am accordingly to inform you that your services in this connection will cease at the close of the present month.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

JOHN McDONALD, Esq.

OTTAWA, 14th, November, 1883.

SIR,—I have received from the Secretary of State Department an Order in Council of the 5th inst., authorizing a proclamation to withdraw from the operation of the Acts 32 and 33 Vic., chap. 24, and 33 Vic., chap. 28, the territory between Selkirk and Prince Arthur's Landing.

I see by the Order in Council that the services of Mr. McDonald are to be dispensed with. I take it for granted that instructions to that effect will be sent either by your Department or by the Secretary of State.

I am, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

A. P. BRADLEY, *Secretary, Railway and Canals.*

(2.) CORRESPONDENCE RELATING TO ASSUMPTION AND VALUATION OF ROLLING STOCK ON THE THUNDER BAY SECTION.

OTTAWA, 19th July, 1883.

SIR,—As you have been appointed by the Government, as well as by the Canadian Pacific Railway Company, to appraise the Government rolling stock (except locomotives), west of Prince Arthur's Landing, this Department will be glad to know when you propose leaving for the purpose.

Mr. Stronach, the Government Inspector of rolling stock, in Winnipeg, is notified of your visit, and is instructed to go with you and give you any information you may require.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

JAMES CROSSEN, Cobourg, Ont.

COBOURG, ONT., 27th July, 1883.

DEAR SIR,—I received your letter of the 19th inst., with many thanks. I have been away from home for 8 or 10 days, and have just returned. I will try, if I can make it convenient, to leave here the week after next, to appraise the Government rolling stock (except locomotives), west of Prince Arthur's Landing.

I will let you know definitely 2 or 3 days before I leave.

I am, respectfully yours,
JAMES CROSSEN.

A. P. BRADLEY, *Secretary*, Railways and Canals.

OTTAWA, 9th August, 1883.

SIR,—I am directed to inform you that your appointment as Valuator of the locomotives belonging to the Government, and used by Messrs. Manning, MacDonald & Co., on the line of the Canadian Pacific Railway embraced in their contract No. 41, has been agreed upon by both the Government and the Canadian Pacific Railway Company, by whom the stock is to be purchased.

I am to request that you will state whether you are prepared to undertake the duty involved, and to suggest, that if so prepared, you should proceed to the West in company with Mr. Crossen, valuator of the cars.

I am, Sir, your obedient servant.

A. P. BRADLEY, *Secretary*.

P. CLARKE, *Mechanical Supt.*, Northern Railway, Toronto.

NORTHERN AND NORTH-WESTERN RAILWAY,
MECHANICAL DEPARTMENT, TORONTO, 10th August, 1883.

DEAR SIR,—I received your favor of the 9th inst., to-day, and immediately replied by wire, as follows:—

"Letter received; will undertake the duty and proceed West with Mr. Crossen when required. Please advise."

You will please, if possible, advise me a day or two before I am required to leave, and oblige.

Yours truly,
P. CLARKE.

A. P. BRADLEY, *Secretary*, Railways and Canals.

OTTAWA, 11th August, 1883.

Communicate with James Crossen, Cobourg, and proceed with him as soon as possible to value the rolling stock. Address when you leave.

A. P. BRADLEY.

P. CLARKE, *Mechanical Supt.*, Northern Railway, Toronto.

OTTAWA, 11th August, 1883.

Communicate with P. Clarke, Mechanical Superintendent, Northern Railway, Toronto, and proceed with him as soon as possible to value the rolling stock. Advise when you leave.

A. P. BRADLEY.

JAMES CROSSEN, Cobourg.

COBOURG CAR WORKS, COBOURG, ONT., 14th August, 1883.

DEAR SIR,—I received your telegram, "Communicate with P. Clarke, Mechanical Superintendent Northern Railway, Toronto, and proceed with him as soon as possible to value the rolling stock. Advise when you leave."

I am making my arrangements and also arranging with Mr. Clarke to try and leave next weeeek. I will advise you two or three days before I leave.

I am, respectfully yours,

JAMES CROSSEN,

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 14th August, 1883.

Clarke has accepted the duty of Valuator, and has been asked to communicate with Crossen, as to time of leaving, that they may go together.

J. H. POPE.

W. C. VAN HORNE, Montreal.

By telegraph from Toronto.

To A. P. BRADLEY, Secretary Railways and Canals,
August 18th, 1883.

Mr. Crossen and myself intend to leave by S.S. "Campana" next Tuesday.

P. CLARKE.

COBOURG CAR WORKS, COBOURG, Ont., August 18th, 1883.

DEAR SIR,—I have concluded arrangements with Mr. Van Horne and Mr. Peter Clarke to leave here on Tuesday morning next for Prince Arthur's Landing, *via* Toronto and Collingwood. Mr. Van Horne has arranged to have a car there for us on Friday morning and promised to notify your Mr. Stronach, Government Inspector, to be there, so as to commence work at that point and proceed on our journey until we get through.

Trusting this will be satisfactory to all concerned.

Yours truly,

JAMES CROSSEN.

A. P. BRADLEY, Secretary Railways and Canals.

COBOURG, 22nd September, 1883.

DEAR SIR,—Referring to your favor of 19th July last, I proceeded on the 21st day of August, in company with Messrs. F. R. F. Brown, of the Canadian Pacific Railway, and P. Clarke, of Toronto, to Prince Arthur's Landing, where we met Mr. Stronach, Government Inspector, and at once commenced to carry out your instructions in said letter, viz. : to value certain rolling stock on the Canadian Pacific Railway, west of Port Arthur, and now have the pleasure of enclosing you a statement of the result of my labors, which I trust will give satisfaction to all concerned.

All the cars are included in this valuation with the exception of No. 1 combination, baggage, axpress and smoking car, that has been changed to an official car, and is being used by Messrs. Manning, McDonald & Co.

I have taken a memorandum of same, but it is not included in statement.

I reman, dear Sir, yours very respectfully,

JAMES CROSSEN.

P. S.—Enclosed you will find a communication from Mr. P. Clarke, which he requested me to forward with mine.

A. P. BRADLEY, Secretary Railways and Canals.

VALUATION of Certain Rolling Stock on the Canadian Pacific Railway, (Western Division), made by the undersigned, August, 1883, at the request of the Dominion Government and the Canadian Pacific Railway Company.

FLAT CARS—CLASS No. 1.

Car Number	Description.				Value.	Car Number.	Description.				Value.		
1	W.D.	Sec. B			} Number One.	30	W.D.	Sec. B		} Number One.			
2	do	do				32	do	do	Red G				
5	do	do				33	do	do					
6	do	do				35	do	do					
7	do	do				37	do	do					
8	do	do	Red G			38			do				
10	do	do	do			39	do	do	do				
11	do	do				41	do	do	do				
12	do	do				43	do	do	do				
14	do	do				44	do	do					
15	do	do				46	do	do					
16	do	do				47	do	do					
17	do	do				48	do	do					
18	do	do				49	do		do				
22	do	do				50	do	do					
23	do	do				53	do	do					
24	do	do				54	do	do					
25	do	do	Red G			56	do	do					
26	do	do				57	do	do					
27	do	do				60	do	do	do				
28	do	do				60	do	do					
29	do					61	do						
22 Cars.						22 Cars.							
62	W.D.	Sec. B				} Tor.	79	Sec. B			Green O		
63	do	do	Red G				80	do			do		
65	do	do					81	do			do		
66	do	do					82	do			do		
67	do	Sec. B					83	do			do		
68	do	do	do				84	do			do		
69	do	do			86		do		do				
70	do	do			88		do		do				
71	do	do			89		do		do				
72	do	do			91		do		do				
73	do	do			92		do		do				
74	do	do	do		93			Red G	do				
75	do	do			94			do	do				
76	do	do			96		do		do				
77	do	do	do		97		do		do				
78	do	do			98		do		do				
10		do			100				do				
37		do	Green O.		103		do	do					
41		do		do	104		do	do					
69		do	do		105		do	do					
71			do		106		do	do					
72		do			107	do		do					
73		do			108		do	do					
74		do			109	do		do					
76		do			110	do		do					
78		do			111	do		do					
26 Cars.						26 Cars.							

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

FLAT CARS.—CLASS No. 1—Continued.

Car Number.	Description.			Value.	Car Number.	Description.			Value.
113	Sec. B		Green O		154	Sec. B		Green O	
114	do		do		155	do		do	
115			do		156	do		do	
116	Sec. B		do		158	do		do	
117		Red G	do		159	do		do	
118	Sec. B		do		160	do		do	
120	do		do		161	do		do	
123	do	Red G	do		162	do		do	
127	do		do		163	do		do	
131	do		do		164	do		do	
132	do		do		165	do		do	
133	do		do		3062	do		do	
136			do		3063	do			
137	Sec. B		do		3064	do			
138	do		do		3065	do			
139	do		do		3066	do			
140	do		do		3067	do			
141	do		do		3068	do			
143	do		do		3069	do			
144	do		do		3070	do			
145	do		do		3071	do			
146	do		do		3072	do			
147	do		do		3073	do			
149	do		do		3074	do			
150	do		do		3075	do			
152	do		do		3076	do			
153	do		do						
27 Cars.					26 Cars.				
3077	Sec. B				3108	Sec. B	Red G		
3078	do				3109	do	do		
3079	do				3110	do	do		
3081	do				6	Sec. A	do		
3082	do				9	do	do		
3083	do				15	do	do		
3084	do				32	do	do		
3085	do	Red G			34	do	do		
3087					35	do	do		
3088					36	do	do		
3089	Sec. B				37	do	do		
3090	do				38	do	do		
3091	do				43	do	do		
3092	do				44	do	Red G		
3094					45	do	do		
3095					52	do	do		
3086	Sec. B				58	do	do		
3097	do				64	do	do		
3098	do				65	do	do		
3100	do				66	do	do		
3101	do	Red G			69	do	do		
3102	do				71	do	do		
3103	do				72	do	do		
3104	do				76	do	do		
3105	do				81	do	do		
3106	do				84	do	do		
3107	do								
27 Cars.					26 Cars.				

Number Three.

Number Four.

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

FLAT CARS.—CLASS NO. 1.

Car Number.	Description.			Value.
85	Sec. A	Red G		} Number Five.
87	do			
89	do			
91	do			
93	do			
98	do			
No. Number.	Red Boarding Car.			

RECAPITULATION.

- 1 44 Cars.
- 2 53 do
- 3 53 do
- 4 53 do
- 5 7 do

Total, 210 Cars of Class No 1, at \$270 ea.. \$56,700

CLASS NO. 2.

Car Number.	Sec. B	Red G	Green	} Number Five.
99				
119	do		do	
121	do		do	
122	do		do	
125	do		do	
126	do		do	
128	do		do	
129	do		do	
134	do		do	
142	do		do	
148		do	do	
151	do		do	
157	do		do	
167	do		do	
168	do		do	
3080	do		do	
3086	do		do	
3099	do		do	
3111	do		do	
26	Sec. A	do		
28	do	do		
41	do	do		
46	do	do		
47	do	do		
50	do	do		
53	do	do		
26 Cars.				

Car Number	Description.			Value.
CLASS NO. 2.				
9	W. D.	Sec. B		} Number Six.
13	do			
20	do			
21	do			
31	do			
34	do			
36	do			
40	do			
42	do	Red G		
51	do	do		
55	do	do		
79	do	do		
1			Green O.	
3	do			
11		do		
43	do			
52				
56			do	
59			do	
70	do		do	
75			do	
77			do	
85			do	
87			do	
90			do	
95			do	
56	Sec. A	do		
59	do	do		
60	do	do		
61	do	do		
63	do	do		
67	do	do		
68	do	do		
70	do	do		
75	do	do		
77	do	do		
79	do	do		
80	do	do		
83	do	do		
88	do	do		
95	do	do		
41 Cars.				

RECAPITULATION.

- 5 26 Cars.
- 6 41 do

Total, 67 Cars of Class No. 2, at \$225 ea...\$15,075

VALUATION of certain Rolling Stock of the Canadian Pacific Railway, etc.—Continued
 FLAT CARS—CLASSES Nos. 3 & 4.

Car Number.	Description.			Value.	Car Number.	Description.			Value.
4	W.D.	Sec. B.			51	Sec. B.	Green O	Tor.	} Number Seven.
19	do				54		do	do	
52	do				55	do	do	do	
58	do				57	do	do	do	
6	do				60	do	do	do	
6	do				61	do	do	do	
8					63	do	do	do	
12		Red G			101	do	do	do	
19					102	do	do	do	
20					124	do	do	do	
21	Sec. B.				135	do	do	do	
22					166	do	do	do	
23									
24	do				2	Sec. A	Red G		
27		Red G	Green O.		3	do	do		
28					4	do	do		
29	do		do		10	do	do		
31					11	do	do		
33	do	do	do		12	do	do		
35	do				13	do	do		
36	do		do		14	do	do		
38	do				16	do	do		
39	do				18	do	do		
42	do		do		19	do	do		
45	do				20	do	do		
47	do		do	Adr	21	do	do		
50	do		do	do	22	do	do		
27 Cars.					26 Cars.				

					RECAPITULATION.				
25	Sec. A	Red G			7—53 cars.				
27	do	do			8—27 do				
29	do	do			Total.... 80 cars of Class No. 3, at \$175=\$14,000				
31	do	do							
33	do	do							
39	do	do							
49	do	do							
54	do	do							
57	do	do							
62	do	do							
73	do	do							
74	do	do							
78	do	do							
82	do	do							
86	do	do							
90	do	do							
92	do	do							
94	do	do							
96	do	do							
97	do	do							
99	do	do							
No									
Number.	Sec. B		Green O.	Tor.	3	W. D.	Sec. B	Green O	Adr.
do			do	do	2			do	do
do			do	do	7			do	Tor.
do			do	do	9		do	do	do
Duplicate.	do		do	do	13			Red G...	Adr.
15				do	14				do
9				do	15		do		do
				do	16				do
				do	17				do
				do	18				do
				do	25		do		do
				do	30		do		Tor.
				do	32		do		do
				do	34		do		do
				do	44				do
				do	53		do		do
				do	58		do		do
				do	62				do
				do	130		do	Red G	
27 Cars.					19 Cars.				

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

Car Number.	Description.				Value.	Car Number.	Description.		Value.	
1	Sec. A	Red G			Number Nine.	45	Sec. B	Destroyed by Contractor.....		
5	do	do				59	do	Burned and charged to Sec. B		
7	do	do				3093	do	Lost and charged to Contractors, Sec. B.....		
8	do	do								
17	do	do								
23	do	do								
30	do	do								
40	do	do				3	Cars.			
42	do	do								
48	do	do								
51	do	do								
55	do	do								
No Number	Sec. B		Green O.	Tor.						
do	do		do	do						
do	do		do	do						
Duplicate Nos.										
10			do	Ard.						
37			do	do						
3	do		do	Tor.						
18 Cars.										

RECAPITULATION.			
Fol. 1 to 5.—Class No. 1,	210 Cars	at \$270 =	\$56,700
5 & 6.— do	2, 67 do	225 =	15,075
7 & 8.— do	3, 80 do	175 =	14,000
8 & 9.— do	4, 37 do	130 =	4,810
			394
Fol. 9.—3 Cars destroyed			
and lost.....	3		
			90,585
Total.....	397		

RECAPITULATION.	
Fol. 8.—19 Cars.	
do 9.—18 do	
	37 Cars of Class No. 4, at \$130 = \$4,810.

No. 1. Coach, value.....	\$ 650 00
“ 2. “	2,200 00
“ 3. “	550 00
	\$3,400 00
“ 24. Sec. A, Red G, Conductor's van.....	400 00
One short [20ft. shovel car.....	200 00
	\$4,000 00
Total valuation of 394 flat cars.....	\$90,585 00
“ 3 coaches.....	3,400 00
“ Van and shovel car	600 00
	\$94,585 00

JAMES CROSSEN.

NORTHERN AND NORTH-WESTERN RAILWAYS,
TORONTO, September 18th, 1883.

SIR,—Herewith please find statement showing my valuation of certain locomotives on the Canadian Pacific Railway (Western Division), being the rolling stock you had reference to, in your letter of the 9th ult.

I am, Sir, your obedient servant

P. CLARKE.

A. P. BRADLEY, Secretary Railways and Canals.

P. S.—I have forwarded a duplicate copy of the statement to W. C. Van Horne General Manager, Canadian Pacific Railway, Montreal

VALUATION of certain Rolling Stock on the Canadian Pacific Railway (Western Division), taken by the undersigned, August, 1883, at the request of the Dominion Government and the Canadian Pacific Railway.

No. of Engine.	Name.	Maker.	Remarks.	Value.
				\$ cts.
1	.....	I. C. R.	Rebuilt at Richmond Works	2,700 00
2	.....	do	do do	3,200 00
3	.....	do	do do	3,000 00
4	.....	do	do do	2,900 00
4	.....	Dubbs .....	.....	4,000 00
5	.....	do .....	.....	4,280 00
6	.....	Portland .....	.....	4,500 00
1	.....	Kingston	This engine was in a collision, July, 1883, and badly damaged; but this valuation is based on the condition of the engine as before that occurred	4,800 00
2	.....	do .....	.....	5,150 00
5	.....	do .....	.....	5,000 00
8	.....	do .....	.....	5,300 00
	Sitting Bull	Pittsburg .....	.....	4,800 00
1	Countess of Dufferin	Balwin .....	.....	5,800 00
1	J. G. Haggart .....	.....	.....	5,700 00
3	Jas. McKay .....	.....	.....	6,200 00
4	Jas. M. Rowan .....	.....	.....	6,200 00
	Jos. Whitehead .....	.....	This engine is under repairs at Hawk Lake..	6,200 00
	Jos. Brophey .....	.....	.....	5,500 00
	Empress of India .....	.....	.....	6,100 00
			Lot of spare gear, for I.C.R., at Fort William	55 00
			Grand Total.....	\$91,305 00

P. CLARKE,
Valuator.

Toronto, 15th September, 1883.

A. P. BRADLEY, Secretary, Railways and Canals.

List of rolling stock upon the Canadian Pacific Railway, the property of Canadian Government, 22nd September 1883.

- 19 Locomotives,
- 3 Passengers cars,
- 1 Baggage and smoking car,
- 1 Conductor's van,
- 2 Box freight cars,
- 403 Platform cars,
- 1 Steam shovel car,
- 1 Boarding car,

Memorandum added 1st October 1883:—

The following stock is embraced in a valuation made by Messrs. Clarke and Crossen:—

- 19 Locomotives,
- 394 Platform cars,
- 3 Passenger cars,
- 1 Conductors's van,
- 1 Steam shovel car,
- 3 Accounted for as missing.

The following have been apparently inadvertently omitted.

- 9 Platform cars,
- 1 Baggage and smoking car.
- 2 Box cars,
- 1 Boarding car.

C. SCHREIBER.

OTTAWA, 1st October, 1883.

OTTAWA, 5th October, 1883.

SIR,—By direction of the Acting Minister, I have to request that you will be pleased to take steps for the transfer to the Canadian Pacific Railway Company of certain rolling stock on the line west of Port Arthur, in accordance with valuations made in August last, at the joint request of the Government and the Company, and submitted by Mr. James Crossen, under date the 22nd ult., as regard the cars, and by Mr. P. Clarke, under date the 18th ult., as regard the locomotives, the several items aggregating as follows:—

19 Locomotives.....	\$91,305.00
394 Flat cars.....	\$90,585.00
3 Coaches.....	8,400.00
Van and shovel car.....	600.00
	94,585.00
	\$185,890.00

In this connection, however, it appears from the memorandum furnished by you, dated the 1st inst., that in addition to the above, the following, completing the stock owned by the Government, have inadvertently been omitted, namely:—

- 9 Platform cars,
- 1 Baggage and smoking,
- 2 Box cars,
- 1 Boarding car.

In handing over, you will see that the Company are charged with their value. I enclose a copy of the several valuations, for transmission to the Company.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer, C.P.R.

SESSIONAL PAPERS

RELATING TO THE

CANADIAN PACIFIC RAILWAY

1883-84.

Printed by Order of Parliament.



CONTRACTS

(31b)

For the Canadian Pacific Railway, entered into since the last Session of Parliament, copies of which, by Section 19 of "The Canadian Pacific Railway Act, 1874," (37 Vict., Cap. 14) are required to be laid before both Houses of Parliament within one month of the opening of each Session.

Departmental No. of Contract.	Chief Engineer's No. of Contract.	Contractors.	Works.
Proposition. No. 31830.—3rd July, '83. Acceptance. No. 31913.—9th July, '83.	99th.	The Canadian Pacific Railway Company.	To complete the Canadian Pacific Railway from Fort William to Selkirk.

MONTREAL, 3rd July, 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Honorable Minister of Railways and Canals, early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the company and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action no details were agreed upon, except that so much of the work as was covered by the contract of Manning, Macdonald, McLaren & Co. should be completed by the Company, at the contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 42.

The remaining sections, known as Contracts 41, 25, and 13, were also incomplete, a large amount of ballasting and filling being required upon all of them, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of ties required renewal at an early date.

At many stations between Rat Portage and Fort William the side tracks were incomplete, and in some cases none had yet been provided. At each of the two divisional points 9,600 feet of side tracks and an engine house track had yet to be provided.

The water service was only suitable for construction purposes, and not for regular traffic, and twenty frost-proof tanks were required.

No depots had been erected save one at Rat Portage. The Government had put six under contract, but twenty-five more were necessary. A number of houses, built of logs, for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses; but if they are so used, twenty-seven additional section houses will be needed. Two engine sheds and turn-tables, each to hold twelve engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings and work of similar character.

When the line between Selkirk and Cross Lake was taken over by the Company in 1881, a large amount of ballasting had yet to be done, and it was agreed that the Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet. The section between Cross Lake and Rat Portage was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses which may be utilized for the latter purpose. On this section five depots are needed.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and, with a view to avoiding these and to secure the completion of the line and buildings in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition:—

The Company will undertake, for the sum of \$940,000 to complete, in a first-class manner, the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds, and all other usual and necessary structures, and make all renewals of ties and bridges, and do all other necessary work, provided, that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet and for 9,600 feet of sidings at each of two divisional points, and for an engine house track 700 feet in length at each of said points: provided also, that the Company may be free to follow their own standards where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway.

The Company will also take over and pay the Government the cost price of any ties or timber, or other material, now on hand, that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain, after providing for the sidings, as before mentioned.

In this connection I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic, mainly competitive, requiring to be carried at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a mere local line, and, while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company strengthening dangerous points, in providing additional facilities, and, generally, in making the line all that it should be for the traffic it will have to carry.

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

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

P. S.—The foregoing communication having been returned to me for explanations as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42, and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE, *General Manager.*

CERTIFIED Copy of a Report of a Committee of the Privy Council, approved by His Excellency the Governor General in Council, on the 9th July, 1883.

On a memorandum dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date the 3rd July instant, the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which between Selkirk and Telford was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th January, 1882.

The Minister further represents that by an Order in Council of the 30th April last, sanction was granted to an arrangement whereby the contractors for section "B" between Keewatin (a short distance west of Rat Portage) and Eagle River, might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operating of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which under the 7th section of their contract rests with the Government, and further performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine house construction, as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (926,000), and under date the 4th instant, the Chief Engineer has reported to the effect that the amount named is fair and reasonable and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of section "B" between Eagle River and Keewatin was the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

P A P E R S

(31c)

Connected with an Application from the Canadian Pacific Railway Company, for an Advance, on Security, of a Sum sufficient to enable them to continue the work of Construction.

DOCUMENTS ENCLOSED.

LETTER FROM MR. G. STEPHEN, 15th January, 1884, President of Company, submitting reasons for his application for assistance, and propositions under which it might be granted.

REPORT OF MR. C. SCHREIBER, 19th January, 1884, on above.

REPORT TO COUNCIL, 30th January, 1884, recommending the adoption of accompanying resolutions, making provision for the assistance deemed expedient to be given.

ORDER IN COUNCIL, 31st January, 1884, authorizing the preparation of a Bill on the subject, and submission of the same to Parliament.

MONTREAL, 15th January, 1884.

SIR,—I have the honor, on behalf of the Canadian Pacific Railway Company, to lay before you, for the information of the Government, the following representations:—

In the beginning of November last I had the honor of submitting to the Government a proposal for its co-operation in securing a minimum dividend, at the rate of 3 per cent. per annum, upon the outstanding stock of the Company, which the Company believed would have the effect of increasing the market value of its shares to such an extent as to make the unissued stock available to assist in providing funds for the completion of the Canadian Pacific Railway by the end of 1885. And this belief was shared by the friends and financial agents of the Company in the principal financial centres of Europe and the United States.

As you are aware, the Government, after a very full discussion of the matter, thought fit to accede to the request of the Company, and entered into an arrangement for securing the payment of a semi-annual dividend, at the rate of 3 per cent. per annum, on the outstanding stock of the Company amounting to \$65,000,000, under which the sum of \$8,710,240 in cash was placed in the hands of the Government to meet the dividend payments for five years, and a preferential charge was created upon securities to the amount of \$8,250,000 to secure the payment by the Company to the Government of the further sum of \$2,853,912 on or before the 1st February next, and of \$4,527,000 on the 17th August, 1888. These sums, together with the cash deposited, constituting an amount sufficient to provide the entire fund required for the secured dividend during the whole period of ten years. The remainder of the authorized capital stock of the Company, amounting to \$35,000,000, was also deposited with the Government, subject to the right of the Company to issue any portion of it, upon payment to the Government in advance, of the amount required to pay the secured dividend upon the amount so issued. I regret to say, however, that the arrangement so made has not attained its object in any degree. The stock markets of the world have been in a depressed state for some months. The credit of the Company, its means and resources, and the capabilities of the North-West Territories as an advantageous field for emigration and colonization

have been systematically decried and assailed by the most calumnious and unfounded statements. And by such means, and by urging the possibility of the whole of the remaining stock of the Company being at any moment placed upon the market, any rise in the market value of the stock has been effectually prevented. In fact, when the amount paid in advance of dividends is considered, the stock will be found to have fallen much below the rate at which it was held before the dividend was secured.

Although, therefore, the Company is possessed of ample means and resources, taken at their fair value, for the completion of its line within the time it has lately contemplated as practicable, it is not in a position to realize upon its property or its remaining stock, without ruinous sacrifice; and the payment to the Government of \$8,710,240 in advance of secured dividends, has deprived it for the moment of the means for continuous, vigorous exertion in construction, without enabling it to recoup itself by the sale of its stock, as was confidently and reasonably expected.

In support of the statement that I make, that the Company has ample means and resources for the completion of its work, I would submit to you some facts and statistics, which I think fairly justify that assertion.

Of the subsidies in money and land to which the Company is entitled under the contract, the Company has earned, of the money subsidy.....	\$12,289,211
Leaving a balance of.....	<u>12,710,789</u>
Of the land subsidy, it has earned.....	13,755,705 acres.
Of which it has sold.....	<u>3,753,400</u> “
Leaving a balance earned of.....	10,002,305 “
And unearned, of.....	<u>11,244,295</u> “
Balance of land grant available	<u>21,246,600</u> “

The balance of the cash subsidy need not be remarked upon.

The value of the balance of the land subsidy may be exemplified by the result of the realization of the portion already sold, which has produced a net return of \$2.36 per acre. At this price, the balance of lands would realize, say 21,247,000 acres, at \$2.36 per acre, \$50,142,920.

In dealing with the land grant, the Company availed itself of the power of issuing land grant bonds to the amount of \$25,000,000, constituting a first mortgage on the lands, but not creating any charge upon the railway. And these bonds or their proceeds were placed in the hands of the Government to be returned to the Company as the work should proceed, in the same proportion in which it is entitled to receive the lands, and at the rate of \$1 for each acre earned; but subject to a reserve of one-fifth, to constitute a fund of \$5,000,000 to be held by the Government as security for the operation of the railway. The land grant was conveyed to trustees by way of mortgage to secure the land grant bonds, the entire proceeds of sales to be appropriated to the redemption of the bonds. And a reference to what has been done by the trustees will further exemplify the value of the lands as a security.

Of these bonds the Company has sold \$10,000,000.

It has redeemed and destroyed.....	\$6,667,000
There are held by land companies against payments for lands sold not yet due...	846,000
There are balances payable by individuals on land sold but not yet due, which are available for redemption of bonds.....	<u>1,363,500</u>
	<u>\$ 8,876,500</u>

Balance of bonds to be provided for out of unsold lands.	\$ 1,123,500
Balance of bonds in the hands of the Government.....	15,000,000
Total amount of bonds existing.....	\$16,123,500

The lands now actually earned and unsold are ample to pay off these bonds in full; thus, 10,002,305 acres, at \$2.36 per acre.....	23,605,440
Leaving a surplus from earned lands, after paying off the entire land grant bond issue, of.....	<u>7,481,840</u>

But the amount of land grant bonds unredeemed is not the measure of the Company's liability upon them. That liability is as follows:—

Amount of bonds in the hands of the public	\$1,123,500
Amount of bonds charged with a lien for the payment of the balance required to secure the guarantee dividend	5,258,000
Total amount for which the Company is liable...	\$6,381,500

As against this there are—

Balance of lands earned and unsold... 10,002,305 acres	
Balance of lands unearned..... 11,244,295 "	

Total 21,246,600 acres

Say, 21,247,000 acres, at \$2.36 per acre..... 50,142,920

Surplus of proceeds of lands over entire charge thereon \$43,761,420

In addition to these assets, which come directly from the Government and are under its control, the Company has in the hands of the Government the remainder of its stock, viz.: \$35,000,000, subject to the payment of \$8,575,000 to secure the dividend. And the Company has also a further amount of \$10,000,000 of stock, upon which it has obtained an advance of \$5,000,000.

It has expended upon its main line of railway, including the completion of 1,121 miles, the sum of.....	\$23,563,564
(This amount comprises \$484,614, paid in respect of securities deposited with the Government to release the \$1,000,000 cash security.)	
It has expended upon branch lines, including the completion of 269 miles, the sum of	3,827,092
It has expended in the improvement of railway received from the Government, the sum of.....	353,601
It has equipped its lines and branches, at a cost of.....	8,638,306
It has acquired extensions from Callander to Montreal and Brockville, at a cost of.....	3,203,050
It has on hand materials, rails, &c.....	4,028,604
It has paid to the Government in advance of dividend, say.....	8,710,240
It has paid interest on capital stock.....	2,128,000
Also interest on land grant bonds, and expenses in connection with land grant	372,880
It has made advances towards acquiring a line to the sea board, and for other purposes within its charter...	3,482,251
It has acquired real estate for termini, &c., at a cost of	390,789
	<u>\$58,695,377</u>

And it has only received out of its entire cash and
lands subsidies the aggregate sum of..... 21,318,222

Leaving a balance of. \$37,377,155

The above items of expenditure consist of net cash outlay; and the above balance represents the amount which has been provided by the Company itself.

These figures are based upon the returns up to 31st December last.

While the strength of the Company's position and the extent of its property and resources are thus sufficiently manifest, you will remark that they are not of such a nature as to be immediately available for providing the money required to carry on construction at the rate at which it is proceeding.

The progress of the surveys and the information now obtained, enable the Company to estimate, with approximate certainty, that the cost of completing the work contracted for will not exceed the sum of \$27,000,000.

The Company has now about 9,000 men at work, and their wages, the supplies, plant and materials necessary to keep them fully employed, the maintenance of the needful proportion of rolling stock, and of the required staff, all of which will be largely increased during the summer months, will, together, require an average monthly expenditure during 1884 of about \$1,250,000, and during 1885 of about \$1,000,000.

There is also a certain amount of indebtedness always necessarily current, which at present has increased beyond the average, and it is essential that this should be provided for without delay,

It might not be impracticable for the Company to relax its efforts for the completion of its work within two years, and fall back upon the delay allowed by its contract, thus avoiding the necessity, in a large degree, for the financial aid it now seeks. But the Company considers that such a change in its plans would retard the progress of the settlement of the North-West, would lock up the capital already expended on the work and would be disadvantageous, in many other respects, in the highest degree both to the country and to the Company.

Upon the whole, therefore, the Company feels that it should not abandon the idea of a speedy completion of its undertaking, and acting upon that view, and being, as has been already shown, unable to realize upon its property, without an inordinate sacrifice, it has determined to apply to the Government for the temporary assistance it needs in order to complete its enterprise within the time recently contemplated.

In this connection, I have further the honor to point out to the Government that as the Company has expended a sum of \$37,377,155, of its own funds in the construction and equipment of the railway, it cannot be any longer necessary that the Government should retain the sum of \$1,000,000, deposited under the contract as security for construction; and further, that as the railway, in its present incomplete state, is already producing an income, the net revenue during the last nine months having been \$978,660; security for its operation is equally unnecessary. It appears to the Company, therefore, that the Government might now dispense with the deposit of \$1,000,000, as security for construction, and with the deposits of bonds stipulated for, as security for operation. It can scarcely be contended that these securities are any longer needed, and their retention not only impairs the Company's means, but remains as a standing imputation by the Government of the Dominion, upon the value of the railway as a commercial enterprise, and, indirectly upon the North-West itself. I venture to think, therefore, that the abandonment of the stipulations for each security would be an advantage to the country as well as to the Company. The Company also desires, if possible, to obtain some modification of the mode of paying the subsidy provided for by the contract. The work which now remains to be done is very unequally distributed, some portions of it presenting no special difficulties for many miles, while other portions will require very large

expenditures within short distances. In such cases, payment by mileage is obviously inequitable, and payment upon progress estimates, as the work proceeds, would be more satisfactory and more just.

I have, therefore, the honor to submit an application, by this Company, for an advance, by the Government, of a sum sufficient to enable the Company to proceed vigorously with its enterprise. In connection with this, I would also respectfully ask that the stipulation for the deposit of \$1,000,000, as security for construction, and of \$5,000,000 in land grant bonds, as security for the operation of the railway, be abandoned, and that the remaining cash subsidy be paid as the work proceeds, in the proportion which the work done bears to the work remaining to be done.

And I would further ask that the delay for the payment by the Company of \$2,853,912, which, under the terms of the agreement with the Government of 7th November last, is payable during this month, may be extended until the time approaches when it will be needed for the payment of the secured dividends, namely, the 7th November, 1888, when the balance of that fund is payable.

If the Government can see its way to these concessions, which I venture to think are not important to it, the Company would be enabled to proceed with its operations at such a rate of progress as would enable it to open the railway by the end of next year, if it can obtain a temporary advance upon its property to the extent of \$22,500,000.

In consideration of this advance, the Company is prepared to place the Government in a position of absolute security as to its repayment.

It would be observed that the actual average of the land grant still unappropriated, taken at one-half the net price realized for the lands already sold, would exceed by \$1,447,960, the amount of the advance now applied for, together with a sum sufficient to pay in full the small balance of bonds in the hands of the public, and at two-thirds of that net price would pay, in addition, the amount secured by the bonds held by the Government under the agreement of the 7th November last. The proceeds of the lands can be appropriated, first, to the payment of interest on the loan, and afterwards as a sinking fund to extinguish the principal by the same or similar machinery to that already provided for the extinguishment of the land grant bonds, the balance of issued land grant bonds to be provided for by appropriating to them a proportion of the proceeds, in accordance with the terms of the land grant mortgage. And apart from the amount required to provide for the payment of immediate wants, the balance of the advance could be paid to the Company only as the work proceeds, and thus insure its application to the improvement of the property. In addition to a special charge on the lands, the ultimate repayment of the advance, and of the amount due in 1888, could be secured by a first charge upon the Company's main line and property, including the Pembina Branch and the lines east of Callander, with such remedies for the enforcement of payments, both of interest and principal, as may be deemed expedient, the lines east of Callander remaining subject to the existing charge for the balance of their price remaining unpaid.

I have the honor to be, your obedient servant,

GEO. STEPHEN, *President C. P. R. Company.*

Hon. Minister Railways and Canals.

OTTAWA, 19th January, 1884.

SIR,—I have the honor to state that a communication from the President of the Canadian Pacific Railway Company has been referred to me, under date of the 15th inst., presenting a statement of the Company's position in regard to the continued vigorous prosecution of the work of construction, and making certain proposals with a view to temporary assistance from the Government. The President states that owing to the unsettled and depressed state of the stock market, it is impossible at present, without ruinous sacrifice, to realize on the property and stock of the Company in such a manner as to enable them to prosecute the work with such speed as to effect its completion by the end of next year; and he proceeds

to demonstrate that the Company's lands, although they cannot be immediately realized on, are more than sufficient to produce, in time, the means necessary to finish the remaining work and to pay all liabilities. Mr. Stephen asks:—

(1.) That the security deposit of \$1,000,000 held by the Government for the completion of the road be relinquished.

(2.) That the \$5,000,000 of land grant bonds held by the Government as security for the efficient operation of the road for ten years be also released.

(3.) That the remaining cash subsidy be paid as the work proceeds, in the proportion borne by the work done to the whole.

(4.) That the payment by the Company of the amount of \$2,853,912, which, under the terms of the agreement with the Government of the 7th November last, was to be deposited this month as security for the dividend, be deferred until the 7th November, 1888, the date at which it will be actually required for the payment of the dividend.

(5.) That the Government make to the Company a temporary advance of \$22,500,000, to enable them to complete the road by the end of next year, to be secured by a first charge upon the Company's main line and property, including the Pembina Branch and the lines east of Callander, the latter lines being subject to a charge for the balance of purchase money, with such recourse for the enforcement of payment, both of principal and interest, as may be deemed expedient.

With regard to this proposal, I have the honor to remark that from the return made by the Company to the Government it appears that the mortgages in favor of the vendors of the railways constituting the section between Callander and Montreal and Brockville for the balance of the purchase money of those sections amount to \$5,333,333, and I should also state that the land grant is charged with a mortgage securing the land grant bonds, as hereinafter mentioned. With regard to the proposal as a whole, I beg to state that in my opinion too great importance cannot be attached to the early completion of the railway which is to connect the Atlantic and Pacific Oceans by way of British territory. It is an absolute necessity for the development of the country in every respect. It is the only means whereby the North-West can be peopled with any degree of rapidity. By its means the Rocky Mountains would be filled with a mining and lumbering population, the fisheries of the Pacific coast would be developed, and the trade of China and Japan, which now finds its way into and through the United States, would, no doubt, follow our line as the shorter and most favorable route to the East. In view of these facts, I am prepared to recommend any reasonable temporary assistance to the Company, provided the Government be secured against loss.

The amount available from the cash and land subsidy appears to be as follows:

Amount of cash subsidy.....	\$25,000,000 00
“ earned and paid.....	12,289,212 00
Balance.....	<u>\$12,710,788 00</u>

Land grant.....	25,000,000 acres.
Earned.....	13,755,705 “
Less sold.. ..	3,753,400 “
Balance earned.....	10,002,305 “
Unearned	11,244,295 “
Total land grant available.....	<u>21,246,600 “</u>

And, in addition to these lands, there remains due, as a part of the price of lands sold, the sum of \$1,363,500. This, however, is secured by a mortgage securing the land grant bonds issued by the Company.

Of these bonds there have been redeemed and cancelled		\$6,667,000
There have been purchased by land com- panies for land purchased.....	\$ 846,000	
There is a balance due on purchases by in- dividuals.....	1,363,500	
There is in the hands of the public.....	1,123,500	
“ “ held by the Government.....	15,000,000	
		<u>18,333,000</u>
Total.....		<u>\$25,000,000</u>

Of the \$15,000,000 held by the Government, \$5,258,000 are charged as security for the payment of the balance of provision for advanced dividend.

These bonds are received by the Company for the price of land at 10 per cent. premium, and the trustees under the mortgage receive the proceeds of all sales of lands, and apply them to the redemption of the bonds, either by purchase in the market or by drawings. The sum of \$1,363,500 due as balance of price of lands is payable to the trustees for this purpose.

The Company, according to the President's statement, have expended on the line between Montreal and Kamloops the following sums:

Main Line.....	\$50,901,420	
Branch lines.....	3,827,093	
		<u>\$54,728,512</u>

And they have received:

Cash subsidy.....	\$12,289,211	
Proceeds of sales of land grant bonds.....	\$ 9,029,011	
		<u>\$22,318,222</u>
		<u>\$33,410,290</u>

They have also expended, in providing funds for the advanced dividend and for works indirectly in connection with their operations, the sum of \$3,966,865, making a total expenditure of \$58,695,377.

It appears, therefore, that the Company have put into the road between Montreal and Kamloops, from their own resources, the sum of \$33,410,290.

This is the sum which it would seem they have embarked in the enterprise between the points above named, and it affords a pretty good assurance that they are in earnest in pressing their work to a successful issue.

As to the future prospects of the railway, they seem to be most encouraging, although up to the present time it has been operated in disconnected links.

The net earnings for the past nine months, according to the President's statement, were no less than \$978,660, and they will no doubt increase largely year by year as the line becomes united and the traffic of the country develops. The results, so far, are such as could have hardly been hoped for two years ago, much less calculated upon.

The Company, through their President, state that if the road is to be completed and put in operation by the end of next year (and the importance of this will, I think, be generally admitted), it is absolutely necessary that they receive assistance in the manner suggested.

Taking all the circumstances into consideration, I beg to recommend:

1. That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. That the payment by the Company of the sum of \$2,853,912, payable on the 1st February next, be deferred until 7th November, 1888, the time at which it will be required.

4. That the Government make the Company a temporary advance, not exceeding \$22,500,000, to be applied to the completion of the road, interest thereon half yearly at the rate of 5 per cent. per annum, the advance, with interest, to be paid up by 1st May, 1891.

I would suggest that the conditions of the advance be :

1. That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest as provided by that agreement, be secured. (1) By a first lien and charge on the main line of the Canadian Pacific Railway from Callander to Port Moody, with all its branches equipment, rolling stock, steamers and plant. (2) By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches equipment, and rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears from the official statistical return to be \$5,333,333. (3) By a first lien and charge upon all the lands of the Company earned and to be earned, subject to the outstanding land grant bonds, which appear by the statements submitted to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on lands sold, leaving a balance of \$1,123,500, uncovered, exclusive of the charge on the bonds held by the Government as security for the payments due in February, 1884, and November, 1888, on account of the fund securing a 3 per cent. dividend.

2. The realization of the land grant to proceed under the arrangements contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public, respectively, the proceeds of the lands in extinguishment, in respect to the public of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payment to the Government of the proceeds of lands sold, until the advance is repaid. For this purpose the functions of the trustees of the land grant bonds might be continued.

3. That no bonds or additional stock shall be issued on property held by the Government as security.

4. That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government and to be used to pay advances and for the requirements of the road, and to be issued when the Government directs.

5. That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction, under their contract, and forming part of the proposed advance of \$22,500,000, shall not be paid until the services rendered therefor be shown in detail by the Company; the balance of the advance to be paid as the work progresses.

6. That a default of six months in payment of interest or principal on the charge created shall operate as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and take possession of the railway, its plant, rolling stock, buildings, and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be the possession and occupation of the Minister of Railways.

It appears to me that should the above propositions be carried out, the Government will be fully secured in making the advance asked for.

I may also mention that the President submits an estimate of the cost to the Company of the work remaining to be done to complete the road, of \$27,000,000. From such information as I have at command, I am disposed to think these figures may be accepted as approximately correct.

I am, Sir, your obedient servant.

C. SCHREIBER, *Engineer in Chief, C. P. Railway.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 30th January, 1884.

The undersigned has the honor to represent that, under date, the 15th inst., the Canadian Pacific Railway Company have addressed a communication to him, relative to their financial position, in which they state that the co-operation of the Government in affording a minimum dividend of 3 per cent. upon their outstanding stock has not been followed by the successful results anticipated, and urge that such further assistance may be given as will enable them to prosecute the work without abatement of vigor.

That the Company in the said communication, which accompanies the present report, have gone very fully into the details of their position, their expenditures, resources, prospects and assets, and conclude by asking that the following measures of assistance be granted :

1. The return of the deposit of \$1,000,000, given as security for the construction of the line, and of the \$5,000,000 in land grant bonds, held as security for the operation of the road.

2. The payment of the remaining cash subsidy, as the work proceeds, in the proportion which the work done may bear to the work remaining to be done, in place of, as heretofore, upon a mileage basis.

3. The postponement, until the time for the payment of the secured dividend, the 7th of November, 1888, approaches, of the sum of \$2,853,912, which, under the terms of the agreement made with the Government, on the 7th of November last, should be placed in its hands during the current month.

4. The advance upon its property of the sum of \$22,500,000.

That under date the 19th inst., the Chief Engineer has reported, advising that, conditionally, upon the Company's furnishing certain specified security, the concessions asked for might be made, and the advance requested be granted, the following being the arrangements suggested in his report, namely :—

1. That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. That the payment by the Company of the sum of \$2,853,912, payable on the 1st February next, be deferred until 7th November, 1888, the time at which it will be required.

4. That the Government make to the Company a temporary advance, not exceeding \$22,500,000, to be applied to the completion of the road, interest thereon to be paid half yearly, at the rate of 5 per cent. per annum; the advances, with interest, to be fully paid up by 1st May, 1891.

The Chief Engineer thereupon suggests that the conditions of this advance be :—

1. That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest, as provided by that agreement, be secured. (1.) By a first lien and charge on the main line of the Canadian Pacific Railway, from Callander to Port Moody, with all its branches, equipment, rolling stock, steamers and plant. (2.) By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches, equipment, and rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears from the official

statistical return to be \$5,333,333. (3.) By a first lien and charge upon all the lands of the Company, earned and to be earned, subject to the outstanding land grant bonds, which appear, by the statements submitted, to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on land sold, leaving a balance of \$1,123,500 uncovered, exclusive of the charge on the bonds held by the Government as security for the payments (due in February, 1884, and November, 1888), on account of the fund securing a 3 per cent. dividend.

2. The realization of the land grant to proceed under the arrangements contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public, respectively, the proceeds of the lands, in extinguishment, in respect to the public, of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the amount of the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payments to the Government of the proceeds of lands sold until the advance is re-paid. For this purpose the functions of the trustees of the land grant bonds might be continued.

3. That no bonds or additional stock shall be issued on property held by the Government as security.

4. That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government, and to be used to repay advances, and for the requirements of the road, and to be issued when the Government directs.

5. That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction under their contract, and forming part of the proposed advance of \$22,500,000, shall not be paid until the services rendered therefor be shown in detail by the Company, the balance of the advance to be paid as the work progresses.

7. That a default of six months in payment of interest or principal on the charge created, shall operate, as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and take possession of the railway, its plant, rolling stock, buildings, and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be the possession and occupation of the Minister of Railways.

The Chief Engineer states that should the above propositions be carried out, the Government would, in his opinion, be fully secured in making the advance asked for.

The undersigned, concurring in the opinion of the Chief Engineer, and recognizing the importance to the country at large of supporting the Company in its efforts to complete the railway at the early date proposed, recommends that the accompanying resolutions, making provision for the assistance which it is deemed expedient to give the Company, be submitted to Parliament during its present Session.

Respectfully submitted,
CHARLES TUPPER, *Minister of Railways and Canals.*

RESOLUTIONS SUBMITTED TO THE HOUSE OF COMMONS.

1. That the Government may return to the Company the securities now held under the third section of the Act 44 Victoria, Chapter I, intituled, *An Act respecting the Canadian Pacific Railway*, and under the second section of the construction contract referred to in the said Act.

2. That the money subsidy hereafter payable to the Company may be paid as the work on either the Central or Eastern Section of the Railway proceeds, in the

proportion which the value of the work done on such section, and for which payment is demanded, bears to the value of the whole work now remaining to be done, under the contract, on such section.

3. That the time for the payment by the Company of the sum of Two Millions Eight Hundred and Fifty-three Thousand Nine Hundred and Twelve Dollars (\$2,853,912) agreed by the said Company to be paid on or before the First day of February, One Thousand Eight Hundred and Eighty-four (1884) as part of the fund referred to in this agreement with the Government of the Seventh day of November last, shall be extended to the Seventh day of November, One Thousand Eight Hundred and Eighty-eight (1888), when the sum of Four Million Five Hundred and Twenty-seven Thousand Dollars (\$4,527,000), being the last instalment of the said fund payable by the Company to the Government will fall due, the whole with interest payable half yearly at the rate of 4 per cent. per annum as agreed upon at the time of the execution of the said agreement, and that the same shall then be paid to the Government, together with the said last-mentioned amount; forming together the sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912), bearing interest at the said last mentioned rate until paid.

4. That the Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money not exceeding Twenty-two Million Five Hundred Thousand Dollars (\$22,500,000), to be repaid to the Government on or before the first day of May, One Thousand Eight Hundred and Ninety-one (1891), with interest at the rate of 5 per centum per annum, payable half yearly, until full payment of the principal; and that as part of the said loan the Government may pay to the Company forthwith, such amount not exceeding Seven Million Five Hundred Thousand Dollars, (\$7,500,000) as shall be required by the Company to extinguish its present floating debt, the amount of such debt to be established to the satisfaction of the Government; and that the remainder of the said loan shall be paid to the Company as the work of construction proceeds, in the same proportion as that which is hereby provided for the payment of the balance of the money subsidy.

5. That as security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912) and interest falling due on the Seventh day of November, One Thousand Eight Hundred and Eighty-eight (1888), the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned or hereafter to be acquired or owned by them, including their main line of Railway, the extensions thereof, their branch lines of Railway, the whole of their equipment, rolling stock and plant, and including all steamers and vessels; and also upon the land grant of the Company earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the Railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions; and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds. That the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the said land grant mortgage, and with all remedies as to interest, voting power and all other matters in respect thereof, which would be held or possessed, or could be exercised by any purchaser of the said bonds: That all moneys received by the Government from the Trustees of the land grant bonds in redemption of such bonds shall be applied as follows, that is to say: All moneys so received in respect of Ten Million Dollars of the said bonds shall be applied: *Firstly*, in extinction of the interest accrued and due upon the said loan, and upon the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912). *Secondly*, on account of the capital of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve

Dollars (\$7,380,912), and *Thirdly*, on account of the capital of the said loan:—And that the Government may make such arrangements as it shall deem expedient, for securing the payment to it, after the redemption of the land grant bonds, of the proceeds of all sales of lands granted or to be granted to the Company under the contract, to be applied to the purposes and in the order aforesaid. And that the remaining Five Million Dollars of land grant bonds and money received from the said Trustees in redemption thereof, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

6. That the Government shall cause a deed of agreement to be executed by the Company, and on behalf of the Government, providing for such remedies, terms and conditions for securing the application of the said loan to the purposes for which the same is hereby authorized, and the repayment of the said loan and of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912) the whole with interest (including interest on any interest in default); for the release of the said lien and charge upon such repayment; for continuing the sale and realization of the value of the said lands, after the redemption of the land grant bonds,—the payment to the Government of the proceeds of such sales, and the discharge of such lands from the said charge upon payment of the price of sale thereof; as the Government shall deem expedient, such price not to be less than one dollar and twenty-five cents per acre :

Provided always, that among such remedies, terms and conditions, it shall be agreed and provided that upon default for twelve months in the payment of any half yearly instalment of interest upon the said loan, or upon the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars, or either of them, or in the payment of the principal of either of the said sums, when the same shall become due, in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned, to demand or receive any further cash or land subsidy shall cease and determine, and the said Railway and extensions thereof, branches, equipment, rolling stock, plant, including steamers, and all lands and property of the Company and all land grant bonds then in the possession of the Government shall, upon the occurrence and continuance for the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith, thereupon, be taken possession of by the Minister of Railways and Canals, on behalf of the Government of Canada, and each and every employé of the Company shall, from and after the expiry of the said period of twelve months, become and be the employé of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody, as and for the Government; and the rates of interest, and the terms of payment hereby fixed, shall not be disturbed or altered by the terms of such agreement.

7. That the said Company be authorized to execute an agreement of the nature and purport hereinbefore provided for, and to charge its entire property and assets, in manner and form as hereinbefore described; and in such agreement to agree upon such further and other conditions as the Government may prescribe; provided that authority to accept the provisions of the Act to be passed in this behalf, and to the Board of Directors of the Company to execute an agreement containing the charges upon the said Railway and property, and the other conditions required or authorized by such Act, shall be granted by the shareholders of the Company, either by a resolution passed at a special general meeting of such shareholders, called for the purpose, by a vote of at least two-thirds in value of such of the shareholders as shall be present or represented at such meeting, or by an instrument or instruments executed by at least two-thirds in value of the whole of the shareholders of the Company, in person or represented by their attorneys or proxies, respectively, duly authorized in that behalf.

8. That until the payment in full of the indebtedness of the Company to the Government with interest, all moneys earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government and

shall be applied on account of the interest to become due from time to time upon the loan hereby authorized, and then to the payment of the principal.

9. That the stock of the Company, amounting to Thirty five Million Dollars (\$35,000,000), now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company, with the consent of the Government, on condition that the proceeds of such sale, less the amount required to be paid to the Government to secure a half-yearly dividend thereon, at the rate of 3 per centum per annum, up to the Seventeenth (17th) day of August, One Thousand Eight Hundred and Ninety-three (1893) inclusive, shall be applied, under the direction of the Government, either to the improvement or extension of the Railway, or its equipment, or to the repayment of the indebtedness of the Company to the Government; and that if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock, or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock, or any part thereof, be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale, and sold in conformity with such notice; and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government), the Government shall have the right to sell the same, or any part thereof, at or above such minimum price, and shall apply the proceeds thereof as it is herein provided such proceeds shall be applied in the event of the sale of such stock by the Company.

10. That so long as the said several sums of money loaned as aforesaid, or any part thereof, or the interest thereon remain unpaid, no mortgage, lien or charge of any description shall be created upon the Railway, property or assets of the Company, or any part thereof; nor shall any stock be issued by the Company, pending such repayment, above or beyond the amount of One Hundred Million Dollars (\$100,000,000) to which the same is now limited.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 31st January, 1884.

On a Memorandum, dated 30th January, 1884, from the Minister of Railways and Canals, submitting that under date the 15th inst., the Canadian Pacific Railway Company have addressed a communication to him, relative to their financial position, in which they state that the co-operation of the Government in affording a minimum dividend of 3 per cent. upon their outstanding stock, has not been followed by the successful results anticipated; and urge that such further assistance may be given as will enable them to prosecute the work without abatement of vigor.

The Minister observes that the Company, in the said communication which accompanies the present report, have gone very fully into the details of their position, their expenditures, resources, prospects and assets, and conclude by asking that the following measures of assistance be granted,

1st. The return of the deposit of \$1,000,000 given as security for the construction of the line, and of the \$5,000,000 in land grant bonds held as security for the operation of the road, and that no more land grant bonds be issued to the Company.

2nd. The payment of the remaining cash subsidy as the work proceeds in the proportion the work done bears to the work remaining to be done, in place of, as heretofore, on a mileage basis.

3rd. The postponement until the time for the payment of the secured dividend, the 7th November, 1888, approaches, of the sum of \$2,853,912, which, under the terms of the agreement made with the Government on the 7th of November last, should be placed in its hands during this current month.

4th. The advance upon its property of the sum of \$22,500,000.

The Minister represents that under date the 19th inst., the Chief Engineer has reported, advising that conditionally upon the Company's furnishing certain specified

security, the concessions asked for might be made and the advance requested be granted, the following being the terms of his report, namely:—

1. "That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. "That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. "That the payment by the Company of the sum of \$2,83,912, payable on 1st February next, be deferred until 7th November, 1883, the time at which it will be required.

4. "That the Government make to the Company a temporary advance, not exceeding \$2,500,000, to be applied to the completion of the road, interest thereon to be paid half yearly at the rate of 5 per cent. per annum, the advances, with interest, to be fully paid up by 1st May, 1891."

The Chief Engineer thereupon suggests that the conditions of this advance be:—

First. "That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest, as provided by that Government, be secured as follows:—(1.) "By a first lien and charge on the main line of the Canadian Pacific Railway, from Callander to Port Moody, with all its branches, equipment, rolling stock, steamers and plant," (2.) "By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches, equipment, rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears, from the official statistical returns, to be \$5,333,333." (3.) "By a first lien and charge upon all the lands of the Company, earned and to be earned, subject to the outstanding land grant bonds, which appear, by the statements submitted, to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on land sold, leaving a balance of \$1,123,500 uncovered, exclusive of the charge on the bonds held by the Government as security for the payment (due in February, 1884, and November, 1888), on account of the fund securing a 3 per cent. dividend."

Second. "The realization of the land grant to proceed under the arrangement contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public respectively, the proceeds of the lands, in extinguishment, in respect to the public, of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the amount of the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payments to the Government of the proceeds of land sold, until the advance is repaid. For this purpose the functions of the trustees of the land grant bonds might be continued, and that no more land grant bonds be issued to the Company.

Third. "That no bonds or additional stock shall be issued on property held by the Government as security.

Fourth. "That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government and to be used to pay advances, and for the requirements of the road and to be issued when the Government directs.

Fifth. "That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction under their contract and forming part of the proposed advance of \$22,500,000 shall not be paid until the services rendered therefor be shown in detail by the Company, the balance of the advance of \$22,500,000 to be paid as the work progresses.

Sixth. "That a default of six months in payment of interest or principal on the charge created shall operate as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and

take possession of the railway, its plant, rolling stock, buildings and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be possession and occupation of the Minister of Railways."

The Chief Engineer finally reports that it appears to him that should the above propositions be carried out, the Government will be fully secured in making the advance asked for.

The Minister concurring generally in the opinion of the Chief Engineer, and recognizing the importance to the country at large of giving effective support to the Company in its efforts to secure the early completion of the railway, recommends that the accompanying resolutions providing for the assistance which it is deemed expedient to give, be submitted to Parliament at its present Session.

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

JOHN J. MCGEE, *Clerk, Privy Council.*

Minister, Railways and Canals.

(See Resolutions, pages 13 to 16.)

RETURN

(31d)

Further Correspondence in connection with the Canadian Pacific Railway Company, in accordance with the terms of the Resolution of the House of Commons of the 20th February, 1882.

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

COPIES

(31e)

Of Correspondence between the Finance Department and the Canadian Pacific Railway Company, relating to the affairs of the Company since the date of last Return to the House of Commons last Session. (Presented to the House of Commons in accordance with the terms of the Resolution of the House of Commons of the 20th February, 1882.)

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
31st January, 1884.

Secretary of State.

OTTAWA, 7th March, 1883.

SIR,—In continuation of my letter of 18th January last, I have the honor to ask you, whether you can give me any information respecting the deposit on account

of the \$8,500,000 land grant bonds sold to the North-West Land Company. It is important that I should know soon.

I have the honor, &c..

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, Secretary, C. P. Ry.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 12th March, 1883.

SIR,—I received, in due course, your letter of the 7th. In reply I beg to inform you that I am not yet in a position to give you any further information in regard to the bonds sold to the North-West Land Company; nor shall I be able to do so until after the general meeting of that Company in June next.

I am, etc.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Esq., *Deputy Minister Finance.*

OTTAWA, 10th December, 1883.

SIR,—I have the honor to call your attention to the clauses in the Canadian Pacific Railway Company's Act which empower the Company to issue land grant bonds, and I have to state that \$5,000,000 of the issue of such bonds have been deposited with the Government as security, and are now in the possession of the Government. Of the remaining \$20,000,000, \$10,000,000 were placed on the market and the proceeds were deposited with the Government, but owing to the rapid completion of the road these proceeds have all been paid off. The remaining \$10,000,000 which were not floated were deposited to the order of the Government with the Bank of Montreal. Application has now been made by the Company for the release, out of this last \$10,000,000, of an amount sufficient to pay the amount now earned by the Company in the construction of the line (the amount now in issue, as I believe, being about \$600,000). By the terms of the agreement lately entered into between the Company and the Government (*Vide Order in Council of the 7th November last*) a certain amount of these bonds are to be deposited by the Company to secure certain payments to be made by them under the agreement. I would therefore like to be advised whether the bonds to be deposited under the agreement would or would not form a first charge on the \$10,000,000 of bonds now held by the Bank of Montreal, and if so, whether any of such bonds can be released to the Company under their Act until the amount required to be deposited by them under the agreement has been fully earned, or whether, on the contrary, we can now release to them, as earned, the amount of the difference between the amount required to be deposited as security under the agreement and \$10,000,000. An early answer is requested.

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

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister Justice, Ottawa.

OTTAWA, 13th December, 1883.

SIR,—I have the honor to acknowledge the receipt of yours of the 10th inst., stating certain facts in reference to the land grant bonds of the Canadian Pacific Railway Company, and asking to be advised as to whether bonds deposited under the agreement made under the Order in Council of the 7th November last do or do not form a first charge on the \$10,000,000 of bonds now held by the Bank of Montreal, and if so, whether any of such bonds can be released to the Company, under their Act, until the amount required to be deposited by them under the agreement has been fully earned, or whether, on the contrary, the Department of Finance can now release to the Company as earned, the amount of the difference between the amount required to be deposited as security under the agreement and \$10,000,000.

In reply, I beg to state that virtually the bonds pledged under the agreement of November last have been released to the Company in advance of their being earned,

and that is the position in which they will remain so long as they are subject to the pledge created by that agreement. I am, therefore, of opinion that under the agreement of 1881 no further bonds should be released until those pledged by the agreement of November last have been earned.

I am, &c.,

G. W. BURBIDGE, *Deputy Minister Justice.*

J. M. COURTNEY, *Deputy Minister Justice.*

OTTAWA, 15th December, 1883.

SIR,—I have the honor to enclose herewith copy of a letter from the Deputy Minister of Justice in connection with your verbal application that a release should be made of a part of the bonds deposited with the Bank of Montreal to the order of the Government. You will see from the letter that I am unable to comply with your request to release the same to your Company.

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

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, *Secretary, C. P. Ry. Montreal.*

OTTAWA, 15th December, 1883.

SIR,—I have the honor to inform you that verbal application has been made by the Secretary of the Canadian Pacific Railway Company for the release of a part of the \$10,000,000 of land grant bonds held by you to the order of the Government. Before complying with his request I deemed it desirable to get the opinion of the Department of Justice as to whether the bonds could be released at present, and I have the honor to enclose copy of the reply of the Deputy Minister of Justice, from which it will be seen that the request cannot now be complied with. I shall be obliged by your acknowledging the receipt of this letter.

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

J. M. COURTNEY, *Deputy Minister Finance.*

General Manager, Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 17th December, 1883.

SIR,—I have the honor to acknowledge receipt of your letter of 15th instant, informing me that the Secretary of the Canadian Pacific Railway Company had made verbal application to you for the release of a part of the \$10,000,000 of land grant bonds held by us to the order of the Government, and that after having consulted with the Department of Justice, whose opinion you enclosed, you decided that you are unable now to comply with the request.

I have, &c.,

W. J. BUCHANAN, *General Manager.*

J. M. COURTNEY, *Deputy Minister Finance.*

OFFICE OF THE SECRETARY, MONTREAL, 1st January, 1884.

SIR,—I regret to learn that the verbal application made to the Government for the land grant bonds earned by the Company has not been favorably considered, and I am instructed to ask for further consideration of the subject, and to submit, in support of the application, a statement showing the position of the land grant bonds and the security covered by them.

It will be observed that the lands actually earned by the Company, constitute more than ample security for the bonds charged as security for payment of the balance of the deposit, covering in advance dividends on stock, after leaving adequate provision for all the remaining bonds of the Company.

With the proceeds of sale of 3,752,000 acres of land, the Company have redeemed or provided for bonds to the value of \$8,854,000.

There is an unprovided for balance of bonds in the hands of the public of \$1,146,000, against which the Company hold earned lands amounting to 10,003,705 acres.

These, at \$1 an acre, would represent.....	\$10,003,705
Against which there is the charge represented by the bonds in the hands of the public.....	\$1,146,000
And if the bonds now applied for are released, there will be the further charge of.....	<u>1,004,000</u>
	<u>2,150,000</u>
Leaving lands representing, at the price of \$1 per acre only, a sum of.....	<u>\$7,853,000</u>

As security for the \$5,258,000, bonds deposited with the Government under the guarantee agreement.

If the value of these lands be taken at the average price of past sales, \$2.36 per acre, lands representing a value of \$18,500,000 would remain as such security.

Under these circumstances, I am requested to ask that the bonds earned by the Company, as under, may be transferred to them.

Balance due in bonds on completion of 921 miles on central section and 100 miles on eastern section.....	\$ 49,227.88
Amount due on 38 miles, central section, since completed	439,999.77
Amount due on 67 miles, eastern section, since completed.....	<u>515,382.76</u>
Total amount due.....	<u>\$1,004,610.41</u>

I have, &c.,

C. DRINKWATER, *Secretary,*

HON. SIR LEONARD TILLEY, Minister of Finance.

STATEMENT SHOWING POSITION OF LAND GRANT BONDS.

	Acres.
Lands earned to date.....	13,755,705
Lands sold.....	<u>3,752,000</u>
Earned and unsold	<u>10,003,705</u>
With proceeds of the sale of 3,752,000 acres the Company have actually redeemed land grant bonds to amount of.....	\$ 6,108,500
There are held by land companies against payments to become due on lands sold	1,382,000
Balance of purchase money applicable to bonds issued...	<u>1,363,500</u>
Bonds redeemed or provided for.....	<u>\$ 8,854,000</u>

Balance of bonds in hands of the public, \$1,146,000, against which the Company hold earned lands amounting to 10,003,705 acres.

These, at \$1 per acre, would represent.....	\$10,003,705
Deduct bonds held by public.....	\$ 1,146,000
Deduct bonds now applied for, say.....	<u>1,004,000</u>
	<u>2,150,000</u>

Leaving as security for the \$5,258,000, bonds deposited
 under agreement, lands of value of..... 7,853,705
 Or, at \$2.36 per acre, the net average price of past sales. 18,500,000

OTTAWA, 2nd January, 1884.

MY DEAR CAMPBELL,—With reference to the Deputy Minister of Justice's letter of the —th inst., I desire to know more specifically your opinion whether the Order in Council of the 7th November last, makes it now illegal for the Government to pay over to the Canadian Pacific Railway Company any land grant bonds as earned by them, should the Government think it necessary to do so, until the bonds already pledged by such Order in Council have been released.

Yours faithfully,

S. L. TILLEY.

Sir ALEX. CAMPBELL, Minister of Justice.

OTTAWA, 3rd January, 1884.

MY DEAR TILLEY,—In reply to your note of yesterday, I beg to say that the release to the Canadian Pacific Railway Company of their land grant bonds as earned, is in strict accordance with the terms of the agreement incorporated in the Act of 1881, and that there is nothing in the agreement of the 7th November making this disposition of them illegal at this moment.

The object of Mr. Burbidge in his letter to Mr. Courtney of the 12th of December last, was to suggest that as the Company had been allowed to pledge a portion (\$5,250,000) of these bonds in advance of their being earned, it would be well that the bonds earned by the Company in the future should be held back until the amount should be covered.

I remain, yours faithfully,

A. CAMPBELL.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council approved by His Excellency the Governor General in Council, on the 7th January, 1884.

On a Report dated 5th January, 1884, from the Minister of Finance, submitting an application dated 1st January instant, from the Secretary of the Canadian Pacific Railway Company, for the release of land grant bonds to the extent of \$1,004,610.41, being a part of \$10,000,000 of said bonds deposited with the Bank of Montreal to the order of the Government.

The Committee, on the recommendation of the Minister of Finance and for the reasons stated in his report, advise that the application of the Secretary of the Canadian Pacific Railway Company be favorably considered, and that bonds to the amount of \$1,004,000 be released out of the land grant bonds held by the Bank of Montreal to the order of the Government.

JOHN J. MCGEE.

FINANCE DEPARTMENT, OTTAWA, 5th January, 1884.

The undersigned has the honor to report to Council that he has received from the Secretary of the Canadian Pacific Railway Company an application, dated the 1st inst., for the release of land grant bonds to the extent of \$1,004,610.41, being a part of \$10,000,000 of land grant bonds deposited with the Bank of Montreal to the order of the Government. Before reporting on the application, the undersigned desires to call the attention of Council to clauses 17 and 18 in the Company's Act (44 Vic., chap. 1), relating to the issue of land grant bonds. Under these clauses the Company are authorized to issue bonds to the extent of \$25,000,000, of which \$5,000,000 were to be deposited with the Government, and are now in the vault of the Finance Department, to be held as security for the due performance of the

contract, in respect of the maintenance and continuous working of the railway by the Company, as agreed, for ten years after the completion thereof. With regard to the remaining \$20,000,000, the proceeds thereof were directed to be deposited with the Government, and of these \$20,000,000, \$10,000,000 were placed on the market and taken by the public, and the proceeds, as earned by the Company, were duly paid over to them. The application now under consideration is the first in connection with the balance of \$10,000,000, which has not been floated by the Company, and which is still held by the Bank of Montreal to the order of the Government.

The undersigned finds that, so far, construction has been made of the first 900 miles in the central section, of 54 miles in the western part of the central section, and of 167 miles in the eastern section, making a total construction to date, of 1,121 miles, out of the 2,000, the number stated in the Act. He also finds that the number of acres of land to be granted to the Company for the 1,121 miles is, according to the Company's account, 13,755,705; but this has been calculated exclusive of fractions, and as a matter of fact, the amount earned is a trifle in excess, or 13,755,763. The proceeds of the land grant bonds to be received by the Company from the Government, being calculated at the same number of dollars as the number of acres of land, less one fifth thereof, would amount to \$11,004,610, of which amount \$10,000,000 has, as before mentioned, been paid over to the Company out of the proceeds of the bonds placed on the market. The balance, or \$1,004,610.41, now forms the subject of the application made by the Secretary for release out of the bonds held by the Bank of Montreal to the order of the Government.

The undersigned has to report that it was deemed advisable to communicate with the Department of Justice before reporting to Council, and the Minister of Justice, under date of the 3rd inst., reports that "the release to the Company of their land grant bonds as earned, is in strict accordance with the terms of the agreement incorporated in the Act of 1881, and that there is nothing in the agreement of the 8th November, making this disposition of them illegal at this moment." The question arose whether, considering that a large proportion of the bonds had been pledged in advance before they were earned, as by the agreement of November last, it was advisable to release the amount now asked for, and the undersigned felt it his duty to ask the Secretary of the Company, when making his proposal, to state definitely the condition the Company were in now with respect to the lands which have been earned by them from the Government, so far as their line is constructed. He finds, as before stated, that the lands earned to date, as stated by the Company, amount to 13,755,705 acres; that they have sold 3,752,000 acres, leaving lands unsold to the present date, 10,003,705 acres; that with the proceeds of the 3,752,000 acres the Company have actually redeemed land grant bonds to the extent of \$6,108,500; that in addition there are held by land companies against payments to become due on lands sold, bonds to the extent of \$1,383,000, and that there is a balance of purchase money applicable to bonds issued of \$1,363,500. In fact, out of the lands sold to the extent of 3,752,000 acres, the Company have redeemed or provided for out of the \$10,000,000 placed on the market bonds to the value of \$8,854,000. It will be seen, therefore, that deducting this amount of \$8,854,000 the balance of bonds in the hands of the public amount only to \$1,146,000, against 10,003,705 acres of land earned and unsold, and if to the amount of the bonds now outstanding we add the amount now applied for, or \$1,004,000, there will then be only the sum of \$2,150,000 of bonds outstanding, and taking the lands as representing a price of \$1 an acre only, there would remain against these bonds lands unpledged to the value of \$7,853,000. The Company state, however, that the lands hitherto sold have averaged \$2.36 an acre. It appears, however, to the undersigned that taking the lower figures, \$7,853,000, it would be safe to accede to the application of the Company, and considering the magnitude of the work now being performed by the Company, and how extremely desirable it is in the interests of the country, that it should be pushed to an early completion, the undersigned has the honor to recommend to the favorable consideration of Council, that the application

made by the Secretary be favorably considered, and that bonds to the amount of \$1,004,000 be released out of the bonds held by the Bank of Montreal to the order of the Government.

Respectfully submitted,
S. L. TILLEY, *Minister of Finance.*

OTTAWA, 10th January, 1884.

SIR,—I have the honor to request that you will be good enough, out of the land grant bonds of the Canadian Pacific Railway Company now held by you to the order of the Government, to release to the Canadian Pacific Railway Company bonds to the extent of one million and four thousand dollars (\$1,004,000).

I have, &c.,
J. M. COURTNEY, *Deputy Minister Finance.*
General Manager, Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 11th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of 10th inst., requesting the bank to release to the Canadian Pacific Railway Company land grant bonds of that Company to the extent of \$1,004,000 out of those held by the bank to the order of the Government, which has been attended to.

I have, &c.,
W. J. BUCHANAN, *General Manager.*
J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 26th November, 1883.

SIR,—I have the honor to direct your attention to the clause of the agreement lately entered into by your Company with the Government, by which clause a charge was created upon all sums earned and to be earned by the Company as postal subsidy and for transport service, and I have to request that you will be good enough to send all bills for these services to this Department for collection.

I have the honor, &c.,
J. M. COURTNEY, *Deputy Minister Finance.*
C. DRINKWATER, Secretary, C. P. Ry. Montreal.

COPIES of following letter sent, November 26th, to the Deputy Minister of Railways and Canals, Deputy Superintendent General of Indian Affairs, Comptroller of North-West Mounted Police, Deputy Minister of Agriculture, Deputy Minister of Interior, Deputy Minister of Militia and Defence and Deputy Minister of Public Works

OTTAWA, 26th November, 1883.

SIR,—I have the honor to inform you that by the agreement lately made with the Canadian Pacific Railway Company, in order to secure the payment of certain moneys thereby agreed to be hereafter paid by the Company to the Government (*vide* Order in Council of November 7th, 1883), a charge was created upon all sums earned, and to be earned, by the Company as postal subsidy and for transport service, and I have now to request that you will be good enough, in future, to pay all sums to be paid by your Department to the Company, for such services, to the Receiver-General, and not to the Company.

I have the honor, &c.,
J. M. COURTNEY, *Deputy Minister Finance.*
Deputy Postmaster-General.

OFFICE OF THE SECRETARY, MONTREAL, 29th November, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 26th inst., requesting that all bills for postal subsidy and transport service, earned by the Com-

pany, be sent to the Finance Department, to be collected and applied as provided for in the agreement between the Company and the Government, relating to the guarantee, which will receive attention.

I am, &c.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 10th December, 1883.

SIR,—Referring to your letter of the 26th ult., in which you requested that this Department will pay all sums payable by it to the Canadian Pacific Railway Company, for transport service, to the Receiver-General, and not to the Company, and to my reply of the 29th ult., informing you that your request will be complied with, I beg to state for your information that I sent instructions accordingly to the Indian Commissioner for Manitoba and the North-West Territories, but I am advised by telegram of the 8th inst., from that officer, that the railway officials at Regina have no instructions in this matter, and that they require cash before delivery of goods transported by them for this Department. Will you be good enough to advise me immediately as to the course you wish the Department to take under these circumstances.

I have, &c.,

L. VANKOUGHNET, *Deputy Supt.-Gen. Indian Affairs.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 11th December, 1883.

SIR,—Referring to my letter to you of the 26th November last, I have the honor to inform you, that I have been informed by the Deputy of the Superintendent-General of Indian Affairs, that the railway officials at Regina require cash before delivery of goods transported by them for that Department, and I shall be obliged by your giving instructions to your officials, at that place, to deliver such goods and send the bills for the transport of the same to this Department for collection, as suggested in my letter to you above referred to.

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

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, Sec. C. P. Ry. Montreal.

OFFICE OF THE SECRETARY, MONTREAL, 17th December, 1883.

SIR,—I have your letter of the 11th inst., respecting the bills for transportation of goods by this Company for the Indian Department in the North-West, which will receive attention.

I have the honor, &c.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 31st December, 1883.

SIR,—In connection with my letter to you of the 14th instant, I have the honor to enclose copy of one from the Hon. E. Dewdney, Indian Commissioner for Manitoba and the North-West Territories, respecting the agreement referred to in your letter of the 26th November last, whereby certain sums due by the Government to the Canadian Pacific Railway Company are to be paid to the Receiver-General and not to the Company.

May I ask you to be good enough to favor me with an early reply to my letter above quoted, asking advice as to the course you wish this Department to take, in view of the fact reported by Mr. Dewdney, that the railway officials at Regina have

no instructions from the railway authorities in the matter, and that they require cash before delivery of goods transported by them for this Department.

I have the honor, &c.,

L. VANKOUGHNET, *Deputy Supt.-Gen. Indian Affairs.*

J. M. COURTNEY, *Deputy Minister Finance.*

OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS,
REGINA, N.W.T., 12th December, 1883.

SIR,—I am in receipt of your letter of the 29th ultimo, enclosing a copy of a letter from the Deputy of the Minister of Finance, regarding certain arrangements about the payment of sums due the C. P. R. Co. by the Dominion Government, and in answer, the following telegram was wired the Department:—

“Railway Officials here have no instructions in direction of your letter of 23th November. They require cash before delivery.”

Unless the Canadian Pacific Railway Company will issue instructions to their station agents along the line, we cannot carry out your instructions. The agent receives goods consigned to me, calling for certain freight charges, and if these charges are not paid, the goods are not let out of the station warehouse, and so it is in the case of shipping goods from here.

I am, &c.,

E. DEWDNEY, *Commissioner.*

Telegram to C. Drinkwater, C. P. R. Co., Montreal.

2nd January, 1884.

Have you attended to matter referred to in my letter of 11th December about delivery of goods to Indian Department at Regina?

J. M. COURTNEY.

Telegram to J. M. Courtney from Montreal.

OTTAWA, 2nd January, 1884.

Yes; issued necessary instructions to our people at Winnipeg, seventeenth (17) December.

C. DRINKWATER.

OFFICE OF THE SECRETARY, MONTREAL, 5th January, 1884.

DEAR SIR,—Your message 2nd inst. I have received a letter from our General Superintendent at Winnipeg, informing me that the instructions have been given respecting accounts for the transportation of goods for the Indian Department, in accordance with your suggestion.

Yours truly,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 19th, December, 1883.

SIR,—I have the honor to call your attention to the Order in Council of the 7th, November last and the agreement founded thereon, between the Government of Canada, the Canadian Pacific Railway Company and the Bank of Montreal. By the same the Canadian Pacific Railway Company agree to deposit with the Government certain land grant bonds and stock certificates, and also a charge is created upon certain land grant bonds now held by the Government as security for the operation of the railway, and also upon all sums earned and to be earned by the Company as postal subsidy and for transport service. I have now to ask to be advised, at your earliest convenience, whether an assignment should not be made to the Government

of the securities above mentioned or whether, in your opinion, they are assigned by the agreement above alluded to. I shall be obliged by your consulting the Minister of Justice on the subject.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister of Justice.

OTTAWA, 28th December, 1883.

SIR,—I have the honor to acknowledge the receipt of yours of the 19th inst., calling attention to the Order in Council of the 7th November last, and the agreement founded thereon, between the Government of Canada, the Canadian Pacific Railway Company and the Bank of Montreal.

You state that the Canadian Pacific Railway Company agree to deposit with the Government certain land grant bonds and stock certificates, and that also a charge is created upon certain land grant bonds now held by the Government as security for the operation of the railway, and also upon all sums earned and to be earned by the Company as postal subsidy and for transport service.

I understand that the land grant bonds deposited with the Government and those held by them under the agreement of November last are payable to bearer.

You ask to be advised whether an assignment should be made to the Government of the securities above mentioned or whether, in my opinion, they are assigned by the agreement above alluded to. In reply I am to state that it is the opinion of the Minister that no assignment of the land grant bonds is necessary.

In regard to your question, as it affects the sums earned and to be earned by the Company as postal subsidy and transport service. I have the honor to request that you will furnish me with further information as to whether or not there are agreements in writing between the Government and the Company, and if so, the substance of such agreements.

I have, &c.,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 8th January, 1884.

SIR,—I have the honor to request that you will be good enough to inform me, whether there are any agreements in writing between the Government and the Canadian Pacific Railway Company for the transport of the mails or for any services in connection with your Department, and if any such agreements have been entered into I shall be obliged if you will be kind enough to furnish me with copies of the same at your earliest convenience.

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

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Postmaster-General.

OTTAWA, 8th January, 1884.

SIR.—I reply to your letter of this day's date, I have the honor to inform you that the mails are carried by the Canadian Pacific Railway Company under the general statutory obligation in that respect, and the conveyance is paid for by this Department at the ordinary rates for railway mail service. There is no special or written agreement for the purpose, and the extent of the mail service, had on any part of the line, varies from time to time with the requirements of the post office, and met by the use of such trains as the Company may run under its ordinary traffic arrangements.

I have, &c.,

W. H. GRIFFIN, *Deputy Postmaster General.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 9th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of the 28th ultimo, and in reply thereto I have to state that I enquired of the Post Office Department as to whether there was any agreement in writing with the Canadian Pacific Railway, for the carriage of mails, and I now enclose copy of the reply of the Deputy Postmaster General on the subject. This is the Department that would have the greatest amount of dealings of this nature with the railway, and I have not considered it advisable to write to the other Departments regarding their transport business, as it is very doubtful whether they have any agreements in writing respecting the same.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister Justice.

CANADIAN PACIFIC RAILWAY.

SUBSIDY ACCOUNT.

To December 4th, 1883:		
900 miles Central Section (Eastern) at \$10,000.		\$ 9,000,000 00
21 " " (Western) at \$13,333.		279,993 00
120 " Eastern " at \$15,384.61.....		1,846,153 20
Add—		
To December 22nd, 1883:		
33 miles Central Section (Western) at \$13,333.		439,989 00
47 " Eastern " at \$15,384.61.....		723,076 67
		<u>\$12,289,211 87</u>

ACREAGE.

To December 4th, 1883:		
900 miles at 12,500 00.		11,250,000 00
21 " 16,666.66.....		350,000 00
120 " 9,615.35.....		1,153,842 00
Add--		
To December 22nd, 1883:		
33 miles at 16,666.66.....		550,000 00
47 " 9,615.35.....		451,921 45
		<u>13,755,763 45</u>

RETURN

(31f)

On the following subjects concerning the Canadian-Pacific Railway Company, laid on the Table of the House of Commons, on the 4th day of February, 1884, namely :—

1. Pages 10 to 15, inclusive, of Departmental Report.
2. " 7 to 18 do do (Appendix No. 8.)
3. " 154 to 154 do do (Appendix No. 9.)

4. Memorandum by Mr. Schrieber, 2nd February, 1884, on Location.
5. Memorandum by Mr. Schrieber, 2nd February, 1884, on Unfinished Work.
6. } Profiles from 1 to 16, showing Branch Lines, Main Line,
7. } and approved Sections thereof. (*Not printed.*)
8. }
9. Statistical Return required by Consolidated Railway Act.
10. Report of Payments, &c., being Statements from Finance Department.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 4th February, 1884.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 2nd February 1884.

SIR.—Having been called upon to give as full information as possible, up to the latest date, upon subjects in connection with the Canadian Pacific Railway, I have the honor to submit the following documents:—

1. From page 10 to 15 of the Honorable the Minister's report, dated the 1st ultimo.
2. My annual report on the Canadian Pacific Railway, dated the 22nd September, 1883.
3. A communication from Mr. VanHorne, dated the 27th November, 1883, covering letters from Major Rogers and Mr. James Ross.
4. A memorandum prepared by me on the 2nd February, 1884, on the progress of location and other surveys.
5. A memorandum prepared by me on the 2nd February, 1884, of the general character of the work remaining to be done on the eastern and central sections.
6. A map showing the branch lines constructed and projected.*
7. A map showing the main line of the Canadian Pacific Railway, distinguishing between that portion which is built, that on which the location is approved, and that on which the location is proposed, but not approved.*
8. A profile of all that portion of the eastern and central sections on which the location is approved.*
9. The statistical return received from the Canadian Pacific Railway Company, under the requirements of the Consolidated Railway Act and amendments thereto.
10. Report of payments, &c., being five statements by the Finance Department.

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

**Not printed.*

1

CANADIAN PACIFIC RAILWAY.

The line of the Canadian Pacific Railway, as adopted by the Government, extends from Callander, Lake Nipissing, to Port Moody, British Columbia.

Under the terms of the contract entered into in 1881 with the Canadian Pacific Railway Company, the Government have undertaken to construct the line between Port Arthur (formerly Prince Arthur's Landing) on Lake Superior, and Red River; also between Savona's Ferry, at the foot of Lake Kamloops, and Port Moody, in British Columbia. The Company, on their part, have undertaken to construct, within a specified time, the line between Callander Station, their eastern terminus at the east end of Lake Nipissing, and Port Arthur; also, between Red River and Savona's Ferry; the whole line, upon completion, to be the property of the Company, and to be maintained and operated by them thenceforward.

Trunk Line.

The Trunk Line of the Company has been extended, by the purchase of other lines, eastward from Callander to Montreal, and the distances given in the following table are calculated on a route passing through the city of Winnipeg and the Kicking Horse Pass.

	Miles.
Montreal to Ottawa	120
Ottawa to Pembroke.....	105
Pembroke to Callander	120
Callander to Port Arthur.....	650
Port Arthur to Winnipeg.....	428½
Winnipeg to Savona's Ferry (approximate)...	1,250
Savona's Ferry to Port Moody.....	215
Total (approximate)	2,888½

In addition to the above, the Company have branch lines, constructed and under construction, aggregating 395 miles.

The portion of the road between Pembroke and Callander, 120 miles, was formerly part of the Canada Central Railway, and was subsidized by the Dominion Government to the extent of \$12,000 a mile. It was completed during the fiscal year.

Progress of Works under Government.

Of the section between Port Arthur and Winnipeg, the portion between Winnipeg and Rat Portage, together with the Pembina Branch, from St. Boniface (opposite Winnipeg) to Emerson, having already been handed over to the Company, there remained to be constructed by the Government at the beginning of the past fiscal year the portion between Rat Portage and Port Arthur, 297 miles.

In May, 1883, this portion was in such a state of forwardness as to admit of the running of regular trains, and it being highly desirable to open it up for traffic without delay, while at the same time avoiding the danger and difficulties which would be consequent upon an attempt to carry on works of construction and operation through other than one control, arrangements were sanctioned under which the contractors for the sub-section between Rat Portage and Eagle River were relieved of the remaining portion of the work thereon, the Canadian Pacific Railway Company undertaking, for a bulk sum, not only to complete this sub-section, but also to execute the minor work remaining to be done on the whole section between Port Arthur and Red River. They have since steadily progressed with the work, at the same time conducting the regular traffic of the road.

The only portion, therefore, remaining to be constructed by the Government is the section in British Columbia, between Savona's Ferry and Port Moody, a distance of 215 miles. Work under the five several contracts into which this section is divided has been carried on expeditiously. On the portion from Port Moody to Emory's Bar, a distance of 86 miles, the track is laid for 70 miles, and the grading is sufficiently advanced to admit of the track being laid throughout. The whole work comprised in the contract will, it is expected, be completed by July next. On the adjoining division, 29 miles, up to Boston Bar, the work is practically completed, the track being laid and ballasted throughout. Eastward from Boston Bar to Lytton, 29 miles, the structures, with the exception of the iron bridge over the Fraser River, are nearly finished. The track is laid for about 23 miles, and the grading is rapidly approaching completion. The masonry work for the Fraser River bridge is in progress, and the superstructure, built in England, has arrived.

From Lytton to Spence's Bridge (Junction Flat) 29 miles, the grading is nearly completed, and from Spence's Bridge to Savona's Ferry, 42 miles, the grading is in a forward state, and, together with the bridging, will probably be completed ready to receive the track by September next, by which date it is expected that the track will be laid over the whole distance from Savona's Ferry to Port Moody.

Progress of Works Under the Canadian Pacific Railway Company.

The works to be executed by the Company under their contract are comprised in the following sections:

	Miles.
From Callander to Port Arthur (Eastern Section).....	650
From Winnipeg to Savona's Ferry (Central Section).....	1,250
Total.....	1,900

Eastern Section (Callander to Port Arthur).—The various location surveys undertaken on this section have been now connected, and the results shown are favourable in respect of both gradients and curvature.

The location of the road for a total distance of 130 miles west from Callander has been approved of by Orders in Council, the last of which is dated the 6th of December, 1883, and for a distance of 68 miles east from Port Arthur, the last Order being dated the 29th of March, 1883.

For a distance of 100 miles west from Callander, to a point about 4 miles beyond Sudbury Junction the track is laid, and the line is sufficiently completed to admit of the running of regular trains.

It may be here observed that starting from Sudbury Junction, the Company have a branch line, 93 miles long, under construction to Algoma Mills, Lake Huron, upon which such rapid progress has been made that it is expected to be in condition for traffic by the opening of navigation in May, 1884. A special line of steamers owned by the Company, will run from Algoma Mills to Port Arthur, connecting with the train service. A through Canadian route to Winnipeg and the Rocky Mountains, will thus be afforded from that date.

Upon the main line west from Sudbury Junction, construction works are in active progress for a distance of about 15 miles.

From Port Arthur eastward to the River Nepigon, a distance of about 67 miles, the track has been laid, and it will, it is expected, be laid for a further distance of 35 miles during the present winter.

For a distance of about 100 miles east of the River Nepigon occurs some of the heaviest rock cutting of the section. The work is in progress.

Central Section, (Red River to Savona's Ferry, Kamloops).—As was shown in the report presented last year, the Company, up to the end of January, 1883, had completed 581 miles of their main line from Winnipeg westwards. During the past season, the works have made such progress that, up to the present date, the track is laid as far as the summit of the Rocky Mountains, a distance of 960 miles.

The location of the road for a total distance of 964 miles west from Winnipeg, has been approved of by a series of Orders in Council, the last of which was dated the 6th December, 1883.

The obtaining of a route through the Rocky Mountains by a pass other than the Yellow Head, that contemplated in the original location, has long been an object with the Company, and they have selected a line *via* the Kicking Horse Pass; this route, they consider, admitting of the construction of a road which will compare favourably with existing lines to the Pacific Coast, while, in comparison with the Yellow Head route, it will shorten the distance to Port Moody by at least 100 miles. The maximum gradient it will be found necessary to employ is 116 feet to the mile.

The Company have furnished copies of reports upon this subject, made in November last by their engineers. These have been printed in an appendix attached hereto, and will be found to give information as to the engineering features of the route. (See App. 9.)

The possible selection of a pass other than the Yellow Head, on the part of the Company, was provided for and authorized by an Act passed in 1882, a special clause of which reads as follows:—

“The Canadian Pacific Railway Company may, subject to the approval of the Governor in Council, lay out and locate their main line of railway from Selkirk to the junction with the western section by way of some pass other than the Yellow Head Pass, provided that the pass be not less than one hundred miles from the boundary between Canada and the United States of America.”

Subsidy.—Under the ninth section of the Company's contract it was provided as follows:—“Upon the construction of any portion of the railway hereby contracted for, not less than 20 miles in length, and the completion thereof so as to admit of the running of regular trains thereon, together with such equipment thereof as shall be required for the traffic thereon, the Government shall pay and grant to the Company the money and land subsidies applicable thereto.” Under a series of Orders in Council, based upon certificates of the Chief Engineer, portions of the said subsidies have, from time to time since the commencement of the work, been paid to the Company upon such completion, the cash subsidy amounting, up to the end of December, 1883, to \$12,289,211, being for 954 miles on the central section and 167 miles on the eastern, or a total of 1,121 miles.

The land subsidy amounts to 13,755,763 acres, less one-fifth, or 2,751,152 acres, which is retained by the Government pending the completion of the contract, making the total acreage handed over to the Company, 11,004,611 acres.

Acres.—Under an Order in Council dated the 28th of May, 1883, approval was given to a tariff of charges for freight and passengers on the Canadian Pacific Railway westwards from Port Arthur, together with the branches connected therewith.

The report of the Government Chief Engineer, made after recent personal inspection of the whole road, shows that the line has been well and substantially built the larger streams being spanned by strong iron bridges, resting upon abutments and piers of massive masonry, and the whole work being carried out in a manner fully up to the requirements of the contract.

The rate at which the works have progressed has been so greatly in excess of what had been anticipated, that it may be confidently expected that the whole line will be opened for traffic some five years prior to the date called for by the contract, the 1st of May, 1891. To secure so desirable a result the Government has endeavoured, in all practicable ways, to strengthen the Company's hands, so that no unnecessary check may occur to the vigor which has hitherto characterized their operations.

Branch Lines.

In addition to their subsidy for their main line, the Company have under their contract, the right to receive a grant, in so far as it is vested in the Government, of the land required for road bed, stations, etc., in the construction of branch lines.

The Company have had under construction the following branches:—

The Algoma Branch.—This line, referred to in last year's report as the Sault Ste. Marie branch, is 93 miles in length, and extends from Sudbury Junction, a point on the main line east of Callander, to Algoma Mills, Lake Huron. As above stated, it is well advanced towards completion, and will, it is expected, be open for traffic in May, 1884.

The Selkirk Branch.—This line, 22 miles in length, extends from Winnipeg, along the west side of Red River, to West Selkirk. It was completed during the past season, and is now under traffic.

Pembina Mountain or South Western Branch, (164 miles).—The Company have constructed and now operate this branch for a distance of 102½ miles, namely from Winnipeg to Manitoba City. Beyond this, the line is being located.

Emerson Branch.—This line, 15 miles in length, extends from Pembina Mountain Junction to the town of Emerson: it is nearly completed and ready for traffic. The Corporation of Emerson, aided by a subsidy of \$50,000 from the Dominion Government, authorized by Parliament, are building a combined railway and ordinary passenger bridge over the Red River.

Gretna Branch.—This line, 14 miles in length, from Pembina Mountain Junction to Gretna, on the International Boundary line, about 20 miles west of Emerson, is completed and under traffic.

In addition to the above the Company own various branch lines, acquired either by transfer or purchase, a list of which appears in the report of the Chief Engineer, appended hereto. (App. 3).

2.

APPENDIX No. 3.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 22nd September, 1883.

SIR,—I have the honor to submit to you my Report upon the progress made, up to the present date, with the surveys and works of construction in connection with the Canadian Pacific Railway.

In the table of distances which appeared in my Report of last year, I estimated the mileage of the Central Section (Red River to Savona's Ferry) at 1,350 miles. This was the distance between those points, as originally estimated *vid* the Yellow Head Pass. The surveys by way of the Kicking Horse Pass were, at that time, not in a sufficiently forward state to satisfy me that a practicable route could be found in that direction; but from information which has since reached me, I believe that I am now safe in stating that a route, not only feasible, but shorter than the other by about 100 miles, has been found to exist, *vid* the Kicking Horse Pass, and I think I may now confidently reduce the length of the Central Section to 1,250 miles or thereabout.

TABLE OF DISTANCES.

TRUNK LINE.

Montreal to Port Moody.

	Miles
Montreal to Ottawa.....	120
Ottawa to Pembroke.....	105
Pembroke to Callander.....	120
Callander to Port Arthur (formerly Prince Arthur's Landing)	650
Port Arthur (formerly Prince Arthur's Landing) to Red River	433
Red River to Savona's Ferry.....	1,250
Savona's Ferry to Port Moody	215
	2,893

Branch lines constructed and under construction :—

	Miles.
Algoma Branch.....	93
Pembina "	65
Colville Landing Branch.....	2
Selkirk "	20
Stonewall "	20
South Western "	164
Gretna "	14
Emerson "	15
	393

The Company have acquired and are working the following branches :—

	Miles.
St. Lin	13
St. Jerome.....	14
St. Eustache.....	8
Aylmer	9
Brockville	46
Perth.....	12
	102

Summary.

Trunk Line	2,893
Branches built and under construction.....	393
Branches acquired.....	102
	3,388

TRUNK LINE.

Montreal to Ottawa, 120 miles.

This section formerly constituted the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, and was built and owned by the Province of Quebec. It was purchased during last year by the Canadian Pacific Railway Company. This portion of the line is well and substantially constructed.

Ottawa to Pembroke, 105 miles.

Formerly a portion of the Canada Central Railway, and acquired by the Canadian Pacific Railway Company about two years ago. The line is well built.

Pembroke to Callander, 120 miles.

Formerly known as the Canada Central Extension Railway, and built under a Dominion Government subsidy of \$12,000 per mile. It has recently been completed and is substantially built, It is now owned and operated by the Canadian Pacific Railway Company.

Callander to Port Arthur (formerly Prince Arthur's Landing) 650 miles.

This appears as the "Eastern Section" in the contract with the Canadian Pacific Railway Company, who, under the terms of their contract, undertook its construction. The location surveys have been connected, and no grade will have to be encountered of greater severity than 53 feet per mile, the minimum degree of curvature being 8°, which is much more favorable than was originally anticipated.

The grading and bridging are completed, and the track laid for a distance of 90 miles west of Callander : and for a further distance of 10 miles (to Sudbury Junction) the grading and bridging are in a forward state. From Sudbury Junction, where the Algoma Branch leaves the Trunk line, the work of construction is in active progress for a further distance of about 15 miles, and the location surveys are being definitely completed between that point and Pic.

From Pic to Nepigon (Red Rock), a large force of men is at work, and it is expected that a large amount of heavy work will be executed during the coming winter.

From Nepigon (Red Rock) to Port Arthur (formerly Prince Arthur's Landing) the grading and bridging are practically completed, being so far advanced as to admit of the immediate vigorous prosecution of the track laying over the entire distance. The track is already laid, and construction trains running for a distance of about 35 miles.

Port Arthur (formerly Prince Arthur's Landing) to Red River, 433 miles.

This portion of the road appears in the contract with the Canadian Pacific Railway Company, as the "Lake Superior Section," and its construction was undertaken by the Government. Early in May last, the construction was in such a forward state as to admit of the running of regular trains for passengers and freight from Lake Superior to Winnipeg. It became necessary in the interest of the country to open this section for regular traffic without delay, and arrangements were, therefore, made with the Company for this service over the whole distance; and as it was deemed essential that the operation of the line and the work remaining to be done, by construction trains, *i.e.*, the filling up of the temporary trestles, &c., should be under one and the same control, the Government contractors for the sub-section between Eagle River and Rat Portage were, under certain conditions to which they consented, relieved of the remainder of their contract, the Company undertaking to complete the section for a bulk sum, the work remaining unfinished by the Government contractors being undertaken by the Company at the contract prices. Upon the completion of this arrangement, the entire section between Port Arthur (formerly Prince Arthur's Landing) and Red River came under the Company's control, since which, the work of construction has been steadily prosecuted, and the road bed has been, in consequence, improving daily in condition. The traffic is conducted with great regularity, and has proved to be of considerable volume both in passengers and freight. I am of opinion that over 90 per cent. of the business between Eastern Canada and the North-West has followed this route, and the advantages accruing from the opening of this section have been felt during the past summer throughout the Dominion, and especially in Manitoba and the North-West.

The Company have operated the road under many difficulties.

There was but one engine house on the section, and only a few station houses and section men's dwellings. The water service was incomplete, and many embankments had to be made, and others, which had subsided, picked up. Most, if not all, of these difficulties will, no doubt, be removed by next year.

Red River to Savona's Ferry (Kamloops), 1,250 miles.

In the contract with the Canadian Pacific Railway Company, this division of the road is designated as the "Central Section," and is being built by the Company in pursuance of the terms of their contract. The works upon this section have been pushed forward with an energy perhaps unexampled in the history of railway construction, and also under the perfect organization established by the Company, with the highest skill.

Trains are now running over a distance of 881 miles west of Winnipeg to a point forty miles beyond Calgary. Westerly from this point, the grading and bridging are almost completed as far as the summit of the Kicking Horse Pass, in the Rocky Mountains, and distant from Calgary about 125 miles west, and it is expected that the track will reach this point before the close of the present season.

At the date of my last annual report, the track was laid and trains passing over it for a distance of 455 miles west of Winnipeg. To this it is believed will be added, before winter sets in, 510 miles, making the distance west of Winnipeg traversed by trains 965 miles.

Upon this portion of the road, the curves are easy, and the gradients no where exceed 40 feet to the mile, except on the western five miles, on which they reach 75 feet to the mile. Between the Kicking Horse pass and Savona's Ferry (Kamloops), a large staff of Engineers have been employed during the past summer, and I am informed that the preliminary surveys are completed continuously westward, from the summit of the Kicking Horse Pass to the foot of the heavy grade on the west slope of the Selkirk Range. It is upon this portion of the road that the most severe grades occur, but it is stated that the heaviest to be encountered will not be more than 116 feet per mile, and that these heavy grades will all be contained within a distance of 100 miles, a very great advantage in every respect. From the second

crossing of the Columbia River, it is proposed to run the line through the Eagle Pass, and thence along the south side of Lake Kamloops to Savona's Ferry, but up to the present time the Company have not submitted, for the approval of the Government, any plans or profiles of the Rocky Mountain Division of the road. I have already stated that, in my opinion, the adoption of this route will shorten the central section by about 100 miles.

Savona's Ferry to Port Moody, 215 miles.

This portion of the road is designated as the "Western Section" in the Company's Contract, the Government undertaking its construction. In pursuance of this arrangement the grading, bridging and tracklaying have been let in five contracts, viz. :—

Savona's Ferry to Spence's Bridge,	42 miles,	D. O. Mills,	Contractor.
Spence's Bridge to Lytton.....	29	"	"
Lytton to Boston Bar.....	29	"	"
Boston Bar to Emory's Bar.....	29	"	"
Emory's Bar to Port Moody.....	86	"	A. Onderdonk,

Savona's Ferry to Spence's Bridge.

As it was deemed probable that the Company might find it desirable to adopt a route to the south of Lake Kamloops, a new location was made during the past summer for about twelve miles west from Savona's Ferry along the south side of the Thompson River, and was found to be equally practicable, for purposes of construction, with the old location on the north side, and also two miles shorter.

The contractor was informed that he could proceed with the work on the original location on the north side of the river at any time he thought proper to do so; but he stated that it would, in his opinion, be found better to adopt the location on the south side, upon which he was equally willing to build the road. As it was not a pressing matter with him to commence work on these 12 miles, he preferred to await a decision upon the location, although he had put a large force of men upon that portion of his contract to the westward. No work has therefore been done on the old location, and a decision having been arrived at in favor of the route to the south of Lake Kamloops, I yesterday informed the contractor that he might proceed with the work on the new location along the south side of the Thompson River. From this point (12 miles west of Savona's Ferry) to Spence's Bridge, a heavy force has been employed all summer; the grading is in a forward condition and, together with the bridging, will probably be completed by September next ready to receive the track.

Spence's Bridge to Lytton.

About 95 per cent. of the grading upon this contract is done, and some of the bridges are in course of erection, but very little timber is to be had in this locality, and the bridges will be built as the timber is brought forward by train immediately in advance of the track-laying.

Lytton to Boston Bar.

A large force of laborers and carpenters has been employed upon this contract during the summer. With the exception of the iron bridge over the Fraser River, the structures are nearly finished, and the grading is rapidly approaching completion, and it is believed the track laying will reach the Fraser River Bridge in a few weeks. The masonry of the abutments and piers of the Fraser River Bridge is being built, and stone is quarried in the vicinity in quantity nearly sufficient to complete the structure. The iron superstructure was shipped from England in May last, but has not yet arrived in British Columbia. The track is laid upon this contract for about sixteen miles, upon which ballasting is in progress.

Boston Bar to Emory's Bar.

The works upon this contract are practically completed. The track is laid and ballasted throughout, and nothing remains to be done but some trimming up of cuttings and embankments. The contract has, I believe, been faithfully carried out and the road substantially built.

Emory's Bar to Port Moody.

The wharf at Port Moody is built, but the ravages of the sea worm have been such that it will be necessary to substitute iron screw piles for the timbers on the front. The station buildings are erected, but the water service is not yet supplied.

The bridging is not entirely completed, but the grading is sufficiently advanced to admit of the track being laid throughout, and this, it may be expected, will be done during the present season, and the whole of this contract completed by next July. The track is now laid for a distance of forty miles.

After the completion of these contracts, there will remain the erection of engine houses, station houses and section men's dwellings.

It is estimated that the track will be laid over the whole of the western section, i.e., from Savona's Ferry to Port Moody, by this time next year.

It affords me much pleasure to be able to state that the Pacific Railway Company are doing their work in a manner which leaves nothing to be desired. The road is being most substantially built. The larger streams are being spanned by strong iron bridges, resting upon abutments and piers of massive masonry, and the small streams on the eastern section will be passed through solid stone culverts. On the central section, the streams are for the most part crossed by substantially built pile bridges.

The work so far as it has been done, up to the present time, has been performed most faithfully, and in a manner fully up to the requirements of the contract.

I am enabled to speak with confidence upon this point, having made a personal inspection during the last two months of the whole work from a point east of Port Arthur (formerly Prince Arthur's Landing) to Port Moody.

BRANCH LINES.

Algoma Branch—Sudbury Junction to Algoma Mills.

The work upon this branch is progressing rapidly; the grading is completed, and track laid from Algoma Mills for a distance of fifty-seven miles, and the grading and bridging are progressing rapidly on the remaining distance, and it is the expressed intention of the Company to have the entire branch completed and in condition for traffic by the opening of navigation in May next.

Pembina Branch—Emerson to St. Boniface.

This branch was constructed by the Government of Canada, and transferred to the Company on 1st May, 1881.

Colville Landing Branch—East Selkirk to Colville Landing.

This branch was built by the Government of Canada, and transferred to the Company on 1st May, 1881.

Selkirk Branch—Winnipeg to West Selkirk.

This branch was completed by the Company during the past season, and is now under traffic.

Stonewall Branch—Winnipeg to Stonewall.

This branch was built by the Government of Canada, and by them transferred to the Company upon the Company paying the cost according to the terms of the contract.

South-Western Branch—Winnipeg to Pembina Mountain.

The Company have constructed and put in operation this section as far west as Manitoba City, a distance of 101 miles from Winnipeg; west of this point no progress is at present being made with the works of construction, but the line is being located.

Gretna Branch—Pembina Mountain Junction to Gretna.

The Company completed the construction of this branch in 1882, and are now working the traffic thereon. Gretna is on the International Boundary, about twenty miles west of Emerson.

Emerson Branch—Pembina Mountain Junction to Emerson.

This Branch is under construction by the Company, and it is expected that it will be completed and placed under traffic before the close of the present season. The bridge over the Red River on this Branch is being built by the Town of Emerson, aided by a subsidy of \$50,000 from the Government of Canada.

St. Lin, St. Jerome, St. Eustache and Aylmer Branches

Were acquired by the Company by the purchase of the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, being branches of that line.

Brockville and Perth Branches

Formed part of the Canada Central Railway purchased by the Company.

Rolling Stock.

The Rolling Stock owned by the Government of Canada, and which was employed in connection with the works of construction on the Canadian Pacific Railway, consisting of:—19 engines, 3 passenger cars, 1 baggage and smoking car, 397 platform cars, 2 box cars, 1 steam shovel car, 1 cabooso, 1 boarding car; is to be transferred to the Canadian Pacific Railway Company at a price established by appraisers appointed to value them.

Fraser River Bridge.

This bridge has been manufactured in England, under the supervision of Mr. Joseph Tomlinson, an Engineer of the Department, a gentleman of considerable experience in bridge construction. It was shipped in May last, but has not yet reached British Columbia.

Station Buildings and Section Men's Houses.

Mr. John McDonald contracted to build six station houses between Rat Portage and Fort William. Four of these he has completed, and the other two are in an advanced state towards completion.

Mr. John Patterson contracted to build three station houses and twelve section men's dwellings between Emory's Bar and Savona's Ferry; these were all completed last autumn, and have since been occupied by the Engineering Staff.

Steel Rails.

The 8,800 tons of steel rails mentioned in my last year's report as having been purchased, to be delivered at Port Moody, have all been received, except one cargo, which is now afloat.

Company's Rolling Stock

236 engines.

73 first-class passenger cars.

33 second-class passenger cars.

48 baggage and mail cars.
 20 dining, sleeping, palace, &c., cars.
 4,386 platform cars.
 1,735 box cars.
 126 cabooses, pay cars, &c.
 6 derrick and coal cars.
 17 snow ploughs.

I have the honor to be, Sir, your obedient servant,
 C. SCHREIBER, *Engineer in Chief.*

3.

APPENDIX No. 9.

OFFICE OF THE GENERAL MANAGER, MONTREAL, 27th November, 1883.

SIR,—In response to your inquiry of the 17th inst., I have the honor to submit herewith the preliminary report of Mr. A. B. Rogers, Engineer in Chief, in charge of the location of the Mountain Section of the Canadian Pacific Railway, together with a report of Mr. James Ross, Manager of construction of the Western Division.

These reports cover the only section of the line upon the practicability of which any doubts have recently been cast.

Beyond this section to the point of connection with the section under construction by the Government, no engineering difficulties exist; on the contrary, the work is light and may be quickly done.

I am happy to be able to report rapid progress on the Lake Superior Section of the line. Track-laying has been completed eastward from Port Arthur to the Nipigon River, and will be continued to a point 35 miles beyond before the close of the season. From that point eastward, for a distance of 100 miles, is encountered the heaviest rock work on the Lake Superior Section. This is covered by one mile contracts and is heavily manned. Work will be carried on throughout this winter, and it is expected that a considerable portion of this section will be ready for the track in the early spring.

The track of the main line extension westward from Lake Nipissing has advanced beyond Sudbury Junction. This section is also heavily manned, and the work will be pushed forward throughout the winter.

I have the honor to be, Sir, your obedient servant,
 W. C. VAN HORNE, *General Manager.*

HON. JOHN H. POPE, Acting Minister Railways and Canals.

MONTREAL, 20th November, 1883.

DEAR SIR,—The results of the surveys on the Mountain Division, made during this year, 1883, are briefly, as follows: A line of definite location from the summit of the Rocky Mountains to the summit of the Selkirks, a distance of $95\frac{62}{100}$ miles, and a preliminary survey from the summit of the Selkirks to the west crossing of the Columbia (opposite the mouth of the Eagle Pass), a distance of 43 miles. The route adopted proceeds from the summit of the Rockies westerly down the Kicking Horse River, $44\frac{70}{100}$ miles to the valley of the Columbia, which it follows in a north-westerly direction nearly 30 miles, until it enters the valley of the Beaver, which it follows southerly and westerly for about 20 miles to the summit of the Selkirks. From this latter point it descends westerly down the east fork of the Ille-cillewait, about 20 miles to a junction with the main stream, which it follows south-westerly about 23 miles to the west crossing of the Columbia. A maximum gradient of 116 feet per mile is found necessary in the descent westerly from the summit of the Rockies down the Kicking Horse Pass for a distance of about 17 miles, and again for a distance of 2 miles in the Lower Kicking Horse.

The same gradients are used in the ascent of the Selkirks for about 16 miles and for nearly 20 miles down the west slope. In no instance is this rate of grade exceeded, and a proper compensation for curvature is made in every case by a reduction of the rate of grade.

We have used a maximum rate of curvature of 10 degrees, mainly in the Kicking Horse Valley, but only an occasional use of that rate of curvature in the canõn of the Columbia and in the Selkirks. I am confident, however, that in the final adjustment of the line, after the right of way shall have been cleared, a material improvement will be made in this respect.

There will be three crossings of the Kicking Horse in the upper valley and eight in the lower—all of one span, and no span exceeding 200 feet. The first, or easterly crossing, of the Columbia will require a bridge of 350 feet in length and the west crossing about 800 feet.

The heaviest work to be encountered in construction lies in the upper Kicking Horse, where about 6 miles may be classified as hard mountain work, with about 2 miles of hard work near the mouth of the Kicking Horse, the remainder averaging from medium to light. For 10 miles near the bend of the Kicking Horse, and 20 miles in the valley of the Columbia, the work will compare favorably with that in the Bow Valley. In the 6 miles of the Columbia canõn the work may be rated as 2 miles hard work and the remainder light. Through the Selkirks the work is more uniformly distributed than through the Rockies and presents no special engineering difficulties and, for mountain work, may be considered moderate, the percentage of rock being unusually small.

Estimates for the entire line, in sections of 1 mile each, accompany the plans and profiles submitted with this report.

Tunnelling will be required as follows:—

	Lineal feet.
In the Upper Kicking Horse.....	1,800
“ Lower “	1,400
“ Colombia Canõn	2,200
“ East slope of Selkirks.....	none.
“ West “ “ not to exceed.....	1,200

Making a total of..... 7,600

Longest tunnel 1,400 feet; next in length 1,000 feet; others from 150 to 600 feet in length.

I am glad to state that my expectations of the feasibility of the route adopted have been more than realized by the results of the surveys of this year, and as shewn by the plans and profiles, the work is of such a nature that any desired force can be used on the construction, and with a certainty of the greatest despatch in its completion.

The track having reached the summit of the Rockies, there remains a gap of not over 270 miles to be completed between that point and Kamloops.

The elevations above the sea level of some of the prominent points on the line are as follows:—

	Feet.
Summit of the Rockies.....	5,300
Bend of the Kicking Horse	3,647
Mouth “ “ (in Columbia Valley).	2,541
East Crossing of Columbia River (grade).....	2,392
Summit of Selkirks.....	4,316
West Crossing of Columbia (grade).....	1,436

The highest elevation attained is that in the Rockies, 5,300 feet. The highest elevation to be overcome in the Gold Range is the Eagle Pass, which is not more than 400 feet higher than the West Crossing of the Columbia.

Yours truly,

A. B. ROGERS,

Chief Engineer in charge of Surveys, Mountain Section.

W. C. VAN HORNE, General Manager C. P. R.

MONTREAL, 23rd November, 1883.

DEAR SIR,—Our track will, at the end of this week, reach the summit of the Rocky Mountains, thus fully carrying out this year's programme of work under my superintendence nearly six weeks ahead of the time allowed for it; besides, we have some work done on the Western Slope down the Kicking Horse Pass.

At present there are about seven hundred and fifty men employed in the Rocky Mountains, but it is our intension to reduce this force somewhat and confine our operations this winter to making ties and timber, forwarding supplies and completing the final adjustment of the line.

During the year I have been able to personally examine very thoroughly our route through the Rockies to the Columbia, and besides having Major Roger's reports of the work on the Selkirks, I sent Mr. Hogg to examine and report upon it, and am satisfied that we have the most direct practicable line for the Canadian Pacific Railway, with summit elevations lower than on the other Pacific lines.

I desired, however, as I explained to you in a former letter, before commencing construction on the Western Slope of the Rockies, to feel perfectly assured that the Kicking Horse line had been thoroughly developed by surveys, so as to give us a line with the shortest heavy grade planes, the least amount of curvature, located where it could be maintained after construction, and at the least cost, and I have had other surveys made through the Bow River and Howse Passes to determine whether we could get a line, which though evidently longer than the Kicking Horse, would present such features as would compensate for its increased distance.

As the result of our examinations and surveys, I am glad to say that we can commence our work in the spring, feeling quite satisfied that we have secured beyond doubt the best line through the mountains.

The heavy portion of our next season's work will be in the Kicking Horse Valley, but it is placed so that we can distribute a large force upon it. The longest tunnel is 1,400 feet, and we can, if found necessary to expedite the construction, build a temporary line around the heavy work.

Yours faithfully,

JAMES ROSS, *Manager of Construction.*

W. C. VAN HORNE, General Manager C. P. R.

4.

MEMO. OF THE POSITION OF THE LOCATION AND OTHER SURVEYS.

Approved Location.

The plans and profiles of the location have been submitted and approved as follows, viz. :—

	Miles.
1. Callander to a point a short distance west of Sudbury Junction (maximum grade, 57 feet per mile).....	130
2. Nepigon (Red Rock) to Port Arthur (maximum grade, 53 feet per mile).....	67

3. Winnipeg to the summit of the Rocky Mountains, in the Kicking Horse Pass (maximum grade to the foot of the Rocky Mountains, 53 feet per mile; between this point and the summit a grade of 74 feet per mile occurs).....	964
Total (1,131 miles of this are constructed).....	<u>1161</u>

Trial Location Surveys.

Trial location surveys have been made, but not yet submitted for approval, as follows, viz.:—

	Miles.
1. Near Sudbury Junction to Nepigon (officers of the Company state maximum grade will not exceed 57 feet per mile).....	453
2. Summit of Rocky Mountains to summit of the Selkirks (maximum grade stated at 116 feet per mile).....	96
Total	<u>549</u>

Preliminary and Exploration Surveys.

Preliminary Survey:—

1. Summit of Selkirk to mouth of Eagle Pass (maximum grade reported 116 feet per mile).....	43
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Exploration Survey:—

2. Mouth of Eagle Pass to Kamloops (the maximum grade not known, but it is said will not probably exceed 90 feet per mile)	161
Total	<u>204</u>

C. SCHREIBER, *Engineer in Chief.*

1st February, 1884.

5.

MEMO. OF THE GENERAL CHARACTER OF THE WORK PREPARED FROM THE LAST INFORMATION AT COMMAND.

From near Sudbury Junction to Michipicoten :—	Miles.
The work is said to be light; the grading, for the greater part is of a sandy nature	210
From Michipicoten to Pic :—	
The work is said to be moderately light; the cuttings generally of clay and sand, some rock	140
From Pic to within 35 miles of Nepigon :—	
The work is excessively heavy, the grading being chiefly composed of hard rock.....	95
From 35 miles east of Nepigon to Nepigon :—	
The work is moderately light, the grading being about completed	35
From summit of the Rocky Mountains to foot of same :—	
The work may be classed as generally heavy, with some short distances very heavy	45

From foot of Rocky Mountains to foot of Selkirks :—	
The work is described as light, being over flat lands.....	30
From the east foot of Selkirks to mouth of Eagle Pass :—	
The work may be considered moderate for mountain work, being largely composed of gravel.....	64
From the mouth of Eagle Pass to Kamloops :—	
The work is said to be medium, the cuttings being rock, clay and gravel.....	161
Total	<u>780*</u>

The work is very much lighter than was anticipated. Summit of the Rocky Mountains, 5,300 feet; summit of the Selkirks, 4,316.

C. SCHREIBER, *Engineer in Chief.*

1st February, 1884.

6, 7 and 8.

PROFILES FROM NO. 19 TO NO. 16 NOT PRINTED.

LOCATION AND GENERAL DESCRIPTION of Canadian Pacific Railroad, shewing the county or counties through which the road runs, the terminal points, connections, if any, and giving a general description of the line, and the country through which it passes.

From Montreal to Ottawa, being the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, acquired by the Company. Ottawa to Callander, and Carleton Place to Brockville, being the Canada Central system, also acquired by the Company. This portion of the line runs through the Counties of Hochelaga, Jacques Cartier, Laval, Terrebonne, Two Mountains, Argenteuil, Ottawa, Carleton, Renfrew, Lanark, Grenville, Leeds, Pontiac and District of Nipissing.

The line from Callander to Port Arthur is under construction, the distance being about 560 miles.

From Port Arthur the line follows generally a northwesterly course to Selkirk, on Red River, a distance of 410 miles, thence south along the west side of Red River to St. Boniface, crossing the river at this place to the City of Winnipeg, a further distance of 25 miles.

The main line, west from Winnipeg, to a point 62 miles west of the South Saskatchewan River, a distance of 722 miles, runs through the Counties of Selkirk, Marquette, Portage and Norfolk, crossing the Assiniboine River at Brandon, thence westerly, following the general direction of the Assiniboine to Oak Lake, from which point it runs a little north of west to the Qu'Appelle Valley, thence nearly due west to the South Saskatchewan River, north of west to its terminus. For nearly the entire distance the line passes through an undulating prairie country, with some timber, and well watered by the rivers, creeks and lakes. From the present terminus the line is under construction to the summit of the Rocky Mountains, a distance of 963 miles from Winnipeg.

Emerson Branch.—Distance 63 miles, runs along the east side of Red River through the Counties of Morris and Provencher, in a northerly direction from Emerson to the junction with the main line at St. Boniface, passing through open prairie and meadow lands.

Pembina Branch.—This branch leaves the main line near the City of Winnipeg, and runs in a southerly direction to the International Boundary line at Gretna, a distance of 69 miles. From Pembina Mountain Junction the line runs due west to Manitou, a distance of 48 miles. The country traversed is open prairie and meadow lands.

Stonewall Branch.—This branch leaves the main line near the City of Winnipeg, and runs in a northerly direction to Stonewall, a distance of 18 miles. The country traversed is open prairie.

RETURN by the Canadian Pacific Railway of the Capital Account of said Railway; also, the Revenue and Expenditure, &c., for the Year ended 30th June, 1883.

No. 1.—CAPITAL ACCOUNT.

	Authorized.	Subscribed.	Paid up.	Rate of Interest or Dividend.
	\$ cts.	\$ cts.	\$ cts.	
Ordinary Share Capital.....	100,000,000 00	46,760,000 00	46,760,000 00	5 per cent.
Bonds specially secured on Land Grant...	25,000,000 00	.....	6,334,825 00*	do
Government Loans.....	.....	.....	.....
do Bonds.....	25,000,000 00	.....	7,538,076 60†	
Advance on material.....	.....	.....	973,752 00	
Municipal Bonuses.....	200,000 00	.....	200,000 00	
Town sites.....	.....	.....	470,695 82	
Total capital.....	150,200,000 00	46,760,000 00	62,277,349 42	

* Proportion of proceeds earned and paid to the Company.
 † Proportion of subsidy earned and paid to the Company.

No. 2.—LOANS OR BONUSES FROM GOVERNMENTS OR MUNICIPALITIES.

From what Source.	Amount of Bonus Granted.
	\$ cts.
Dominion Government.....	25,000,000 00*
<i>Municipalities.</i>	
Winnipeg City.....	200,000 00
Town of Morris.....	50,000 00
Total.....	250,000 00

* And 25,000,000 acres of land.

No. 3.—BONDS OR OTHER SECURITIES NEGOTIATED BY THE COMPANY.

Amounts.	Rates of Interest.	Date of Sale.	Prices Realized.
\$25,000,000	5 per cent. Land Grant Bonds.....	October, 1881.....	\$10,000,000 at 92 per ct. realized \$9,200,000
<i>Canada Central Bonds Assumed by the Company.</i>			
\$200,000	First Mortgage 5 per cent. Bonds, maturing 1899, interest payable by Government, Sinking Fund payable by Company, Company's liability \$850,000, with interest at 6 per cent.....		\$850,000
	Second Mortgage 6 per cent. Bonds, maturing 1910, interest at 6 per cent., payable by the Company.....		973,333
<i>Purchase of Q. M. O. and O. Railway.</i>			
	Payable to Province of Quebec, under contract March 4th, 1882, at 5 per cent.....		3,500,000

No. 4.—SALES OF LANDS MADE BY THE COMPANY.

Acres Sold.	Price per Acre.	Amount.
6,409,880	Prices range from \$1.25 to \$10.00 per acre.....	\$18,505,120

No. 6.—CHARACTERISTICS OF ROAD, &C.

	Miles.
Montreal to Mattawa	314
Port Arthur to Winnipeg.....	441
Winnipeg to a point 62 miles west of the South Saskatchewan River.....	722
Branch from St. Thérèse to St. Lin.....	15
“ “ St. Lin Junction to St. Jerome.....	11
“ “ St. Thérèse to St. Eustache.....	8
“ “ Hull to Aymer.....	7
“ “ Carleton Place to Brockville	46
“ “ Smith's Falls to Perth.....	12
“ “ Winnipeg to Emerson.....	65
“ “ Winnipeg to Gretna.....	70
“ “ Pembina Mountain to Manitoba City	46
“ “ Winnipeg (Air Line) to Stonewall	18
	298
	1780
Length of Road laid with Iron Rails.....	60
“ “ Steel Rails.....	1720
“ Sidings	128
“ Double track (if any).....	2
Weight of Rail, per yard, Main Line, Iron (lbs).....	56-58
“ “ Steel (lbs).....	56-60
“ “ Branches, Iron (lbs).....	56-58-75
“ “ Steel (lbs).....	56-57½
Number of Engine Houses and Shops.....	19
“ Engines owned by the Company.....	186
“ First-class Passenger Cars owned by the Company	90
“ Second-class and Emigrant Cars owned by Company	28
“ Baggage, Mail and Express Cars owned by Company	44
“ Snow Ploughs owned by Company	17
“ Cattle and Box Freight Cars owned by Company	1,602
“ Vans owned by Company.....	10
“ Derricks owned by Company.....	6
“ Platform Cars owned by Company.....	3,579
“ Coal Cars owned by Company.....	
“ Ties to a Mile, Main Line.....	2,640
Number of Grain Elevators.....	1
Capacity of “ at Brockville,	16,000 bush.
Number of level road crossings at which Watchmen are employed.....	7

“ of level road crossings without Watchmen.....	380
“ overhead bridges.....	7
Height of “ above rail level, all but one, up to.....	21 ft. 6 in.
Number of level crossings of other Railways.....	1
“ Junctions with other Railways.....	6
“ “ Branch lines.....	10
Radius of sharpest curve.....	5-15
Number of feet per mile of heaviest gradient.....	87
Gauge of Railway	4 ft. 8½ in.

No. 7.—ACTUAL COST OF RAILWAY AND ROLLING STOCK.

1. Cost of land and land damages.....\$	322,634 94
2. Cost in connection with administration of land grant in aid, if any.....	100,178 62
3. Cost of grading, masonry and bridging, station buildings, &c., &c	26,848,896 66
4. Cost of rolling stock of all kinds, including work- shops	8,473,581 99
<i>Memo.</i> —Unpaid balance of cost of—	
Canada Central R’y.....	3,998,500 00
Q. M. O. & O. Ry.....	3,848,429 00
Total.....	\$43,592,221 21

No. 8.—OPERATIONS OF THE YEAR AND NUMBER OF MILES RUN.

1. Miles run by passenger trains.....	936,721
2. “ freight trains.....	3,384,575
3. “ mixed trains (included in freight)	
4. Total miles run by trains.....	4,321,296
5. “ engines	5,344,150
6. Total number of passengers carried.....	800,419
7. “ tons of freight (of 2,000 lbs.) carried.....	1,065,272
8. Average rate of speed of passenger trains.....25 miles an hour	
9. “ freight trains.....16½ “	

No. 9.—DESCRIPTION OF FREIGHT CARRIED.

		Weight in Tons.
1. Flour in barrels, No.....	213,528	21,100
2. Grain in bushels, No.....	3,213,085	61,170
3. Live stock, No.....	79,295	27,516
4. Lumber of all kinds, excepting fire- wood, Ft.....	266,744,097	371,870
5. Firewood, number of cords of 128 Cubic Ft.....	61,736	93,209
6. Manufactured goods.....		229,491
7. All other articles.....		260,916
Total weight carried.....		1,065,272

No. 10.—EARNINGS OF THE RAILWAY.

1. From Passenger traffic.....	\$1,229,904 27
2. From Freight traffic.....	3,112,931 97

3. From Mails and Express freight.....	95,012 59
4. From other sources	53,502 95
Total....	<u>\$4,491,351 78</u>

No. 13a.—OPERATING EXPENSES.

Maintenance of Line, Buildings, &c.

1. Wages, &c., of labor employed on track, including sidings.....	\$399,377 86
2. Cost of steel rails and fastenings.....	7,225 46
3. Repairs of bridges and culverts.....	33,144 79
4. Repairs and renewals of bridges.....	28,702 53
5. Repairs of fencing.....	9,125 97
6. Clearing snow and miscellaneous expenses.....	113,361 54
Total.....	<u>\$590,937 15</u>

No. 13b.—OPERATING EXPENSES.

Working and Repairs of Engines.

1. Wages of enginemen, firemen and cleaners.....	\$361,175 30
2. Cost of coal for fuel.....	802,682 92
do wood do	147,224 95
3. Repairs of engines and tenders.....	245,815 08
4. Oil, tallow, waste, &c., for engines.....	36,145 56
5. Pumping engines.	80,392 06
6. Repairs of tools and machinery.....	20,309 33
Total.....	<u>\$1,693,745 20</u>

No. 13c.—OPERATING EXPENSES.

Working and Repairs of Cars.

1. Wages and material for repair of passenger cars..	\$61,070 15
2. do do freight cars and snow ploughs.....	197,239 43
Total.....	<u>\$258,309 58</u>

No. 13d.—OPERATING EXPENSES.

General and Operating Charges.

1. Office expenses, including directors, auditors, management, travelling expenses, stationery, &c....	\$217,322 62
2. Station agents, clerks, porters, &c.....	401,990 23
3. Conductors, baggagemen and brakemen.....	281,117 65
4. Compensation for personal injuries.....	8,708 44
5. Loss or damage to freight	20,770 45
6. Cattle killed.....	6,822 20
7. Small stores, including lights, lamps and signals..	231,757 50
8. All other charges.....	241,486 99
Total.....	<u>\$1,410,476 08</u>

No. 14.—SUMMARY OF OPERATING EXPENSES.

13a. Maintenance of line, buildings, &c..	\$ 590,937 15
13b. Cost of working and repairs to Engines.....	1,693,745 20
13c. Cost of working and repairs to Cars.....	258,309 58
13d. Cost of general operating expenses.....	1,410,476 08
Total cost of operating Railway.....	<u>3,953,468 01</u>

No. 15.—ACCIDENTS.

CAUSE OF ACCIDENT.	PASSENGERS.		EMPLOYEES.		OTHERS.		TOTAL.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Fell from cars or engine				6				6
Jumping on or off trains or engine when in motion.....	2				1	1	1	3
Walking, standing, lying, sitting or being on track.....			1		2		3	1
At work on, or near the track, making up trains.....			2	1			2	1
Putting arms or heads out of windows.....								
Coupling cars.....			1	16			1	15
Collision, or by trains thrown from track.....	2		1	3			1	5
Other causes.....			1	8	4		5	8
Total.....	4		5	34	7	1	12	39

NAMES AND RESIDENCES OF DIRECTORS AND OFFICERS OF THE COMPANY.

Mr. George Stephen, Montreal.

" Duncan McIntyre "

" Richard B. Angus "

Hon. Donald A. Smith "

Mr. J. S. Kennedy, New York.

" H. S. Northcote, London, England.

" C. D. Rose " "

" P. du P. Grenfell " "

Baron J. de Reinach, Paris, France.

Mr. R. V. Martinsen, New York.

" W. L. Scott, Erie, Pa.

President, George Stephen.

Secretary and Treasurer, Charles Drinkwater.

General Manager, W. C. Van Horné.

Consulting Engineer, W. B. Smellie.

Superintendent (E. D.) Archer Baker.

" (W. D.) John M. Egan.

The following is the official name and address of the Company:—Canadian Pacific Railway, Montreal, P.Q.

Affidavit of President.

CANADA } I, W. C. Van Horne, of the City of Montreal, in the
 PROVINCE OF QUEBEC, } District of Montreal, and Province aforesaid, General Manager
District of Montreal, } of the Canadian Pacific Railway Company, being duly sworn,
 To Wit: } make oath and say: That, to the best of my knowledge, in-
 formation and belief, the foregoing returns are true and correct.

Sworn before me at the City of Mon- }
 treal, in the Province of Quebec, this } W. C. VAN HORNE. [L.S.]
 eleventh day of January, A. D. 1884. }

[L.S.] WILLIAM McLENNAN,
A Notary Public for the Province of Quebec.

Affidavit of Secretary.

CANADA } I, Charles Drinkwater, of the City of Montreal, in the
 PROVINCE OF QUEBEC, } District of Montreal, and Province aforesaid, Secretary of the
District of Montreal, } Canadian Pacific Railway Company, being duly sworn, make
 To Wit: } oath and say: That to the best of my knowledge, in-
 formation and belief, the foregoing returns are true and correct.

Sworn before me at the City of Mon- }
 treal, in the Province of Quebec, this } C. DRINKWATER.
 eleventh day of January, A. D. 1884. }

[L. S.] WILLIAM McLENNAN,
A Notary Public for the Province of Quebec.

10.

DR. IN ACCOUNT with the Government of Canada—Subsidy Account. CR.

						\$	cts.
1883.							
May	4	To	Cash	paid	on	account	20 miles
							Prairie Section
						200,000	00
do	30	do	do	do	do	20 miles	Lake Superior
						307,692	20
do	30	do	do	do	do	20 miles	Prairie Sec...
						200,000	00
do	30	do	do	do	do	do	do ...
						200,000	00
June	30	do	do	do	do	do	do ...
						200,000	00
July	10	do	do	do	do	do	do ...
						400,000	00
do	11	do	do	do	do	do	do ...
						200,000	00
do	23	do	do	do	do	do	do ...
						400,000	00
Aug.	2	do	do	do	do	do	do ...
						200,000	00
do	14	do	do	do	do	do	do ...
						250,000	00
do	27	do	do	do	do	do	do ...
						200,000	00
do	27	do	do	do	do	20 miles	Lake Superior
						307,692	20
Sept.	1	do	do	do	do	do	do ...
						307,692	20
do	10	do	do	do	do	15 miles	Prairie Sec...
						150,000	00
do	26	do	do	do	do	do	do ...
						200,000	00
Oct.	6	do	do	do	do	do	do ...
						200,000	00
do	16	do	do	do	do	do	do ...
						203,333	00
Nov.	3	do	do	do	do	do	do ...
						266,660	00
do	19	do	do	do	do	20 miles	Lake Superior
						307,692	20
Dec.	11	do	do	do	do	33 do	Prairie Sec...
						439,989	00
do	21	c	do	do	do	47 do	Lake Superior
						723,076	67
						5,863,827	47

DR. IN ACCOUNT with the Dominion Government—Rails Advance Account. Cr.

1883.		\$	cts.	1883.		\$	cts.
Feb. 21	To Balance	1,116,213	00	May 4	By Repayment by the Company on account of amount advanced on rails.....	61,125	00
do 24	Amount paid the Company under terms of the contract for rails.	30,000	00	do 30	do do	187,500	00
Mar. 6	do do	4,914	00	June 30	do do	75,000	00
do 30	do do	97,500	00	July 10	do do	150,000	00
April 21	do do	48,750	00	do 11	do do	75,000	00
Sept. 13	do do	93,150	00	do 24	do do	150,000	00
Oct. 29	do do	213,750	00	Aug. 3	do do	75,000	00
Nov. 15	do do	110,373	00	do 27	do do	117,255	00
do 19	do do	85,465	00	Sept. 1	do do	49,500	00
				do 10	do do	150,000	00
				do 26	do do	75,000	00
				Nov. 3	do do	75,000	00
				Dec. 11	do do	123,750	00
				do 21	do do	96,750	00
					By Balance.....	339,235	00
		1,800,115	00			1,800,115	00
1884.							
Jan. —	To Balance	339,235	00				

DR. IN ACCOUNT with the Dominion Government—Land Grant Bonds Account. Cr.

1883.		\$	cts.	1883.		\$	cts.
May 9	To amount paid the Company under terms of their contract, viz:— For 20 miles completed.	184,000	00	Feb. 16	By Balance.....	3,571,724	10
do 30	do do	184,000	00	Nov. 3	Interest on Account Current	16,058	77
do 30	do do	141,537	95				
June 1	do do	184,000	00				
do 30	do do	184,000	00				
July 10	do do	184,000	00				
do 11	do do	184,000	00				
do 12	do do	184,000	00				
do 23	do do	184,000	00				
do 24	do do	184,000	00				
Aug. 2	do do	184,000	00				
do 15	do do	368,000	00				
do 27	do do	141,537	95				
do 27	do do	184,000	00				
Sept. 7	do do	141,537	95				
do 26	do do	184,000	00				
Oct. 10	do do	184,000	00				
do 16	do do	187,068	87				
Nov. 3	do do	216,102	35				
		3,587,782	87			3,587,782	87

DR. IN ACCOUNT with the Government of Canada—Current Account. Cr.

1883.		\$	cts.	1884.		\$	cts.
Feb. 21	To Balance as per last return in answer to an Order of the House of Commons.....	280,736	09	Jan. —	By Balance	280,736	09
		280,736	09				
1884.							
Jan. —		280,736	09			280,736	09

MEMORANDUM respecting Land Grant Bonds of the Canadian Pacific Railway Company, in the custody of the Bank of Montreal.

Amount deposited with Bank of Montreal.....	\$10,000,000 00
Amount surrendered.....	1,004,000 00
	<u>\$8,996,000 00</u>

RETURN

(31g & 31g-1)

To ADDRESSES from the HOUSE OF COMMONS, dated respectively the 28th January, 1884 ;—Representing that, by the Act of 1881, to amend the Consolidated Railway Act, 1879, it is provided that the several Railway Companies shall furnish Yearly Returns to the Minister of Railways, containing certain information specified in the Schedule to the said Act ; and, in addition, such other Information and Returns as shall from time to time be required by the Governor in Council ; representing further, that among the Returns specified in the Schedule is the following :—“ Statement containing Copies of all Contracts made by the Company for the Construction of any part of the Railway.” Representing further, that the Canadian Pacific Railway Company has not, as yet, complied with the Law in this respect, in so far as regards the Returns made to the Minister of Railways, and laid before this House. Representing further, that it is of high public consequence that the Law should be complied with and the information furnished ; and praying that His Excellency will be graciously pleased to cause steps to be taken, with a view to secure compliance with the Law and the supply of the Information required, namely : Copies of all Contracts made by the Company for the Construction of any part of its Railway. And also for a Copy of the Instrument of Incorporation or Association of a Construction Company, called the North American Contracting Company, or by some similar name, with which a Contract has been made for the Construction of part of the Canadian Pacific Railway, and for a Statement of the names of Shareholders or Associates thereof.

By Command,

CHARLES TUPPER,
for Secretary of State.

Department of the Secretary of State,
6th February, 1884.

OFFICE OF THE SECRETARY, MONTREAL, 4th February, 1884.

SIR,—In reply to your letter of the 1st February inst., enclosing A ddress from the House of Commons, calling for copies of all contracts made by this Company for the construction of any part of the Canadian Pacific Railway, I have the honor to state that this Comipany has made no contract for the construction of any part of its railway, except a contract with the North American Railway Contracting Company, a copy of which is enclosed. All other construction contracts made by this Company have had reference only to work done in furtherance of construction.

I have further the honor to state that the contract in question was cancelled by a deed of cancellation executed on the 21st day of November last.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

CONSTRUCTION CONTRACT.

This agreement made this sixteenth day of December, A.D., 1882, by and between the Canadian Pacific Railway Company, a body politic and corporate, duly incorporated by Letters Patent under the Great Seal of the Dominion of Canada, having its chief place of business in the city of Montreal, hereinafter called the Railway Company, and the North American Railway Contracting Company, a corporation duly organized *under the laws of the State of New Jersey*, having its chief place of business at *Walton, in the said State*, hereinafter called the Contractors;

WITNESSES:

That whereas by a contract, executed by the Government of Canada, and by George Stephen and others, on behalf of the Railway Company, on the 21st day of October, 1880, the Railway Company are bound to construct the Canadian Pacific Railway, as described; in the said contract, upon the terms and conditions therein provided.

And whereas the contractors have offered to construct certain portions of the said railway, hereinafter described, of such a quality and standard, and in such a manner, and within such a time, as shall be conformable to the requirements of the said contract, and to certain other conditions and provisions hereby agreed upon, and to the specification hereto annexed; the whole for the considerations hereinafter mentioned, which offer the Railway Company have determined to accept. Now, therefore, these presents witness, that for and in consideration of the payments in money and stock hereinafter covenanted to be made by the Railway Company, the contractors hereby agree to and with the Railway Company, to do and perform all the work, and furnish all the labor, materials, plant and machinery, and all land for right of way, stations, station buildings, depot grounds, yards, borrowing pits and ballast pits not already belonging to the Company or not herein expressly agreed to be provided by the Company; which shall be required for the construction of those portions of the Canadian Pacific Railway, known and described as follows: namely,

1. That portion of the said railway, extending from a point forty miles west of Callander Station to the eastern end of the Lake Superior section of the Canadian Pacific Railway, as defined by the charter of the Railway Company: the said portion being hereinafter called the Eastern Section.

2. That portion of the said railway lying between a point forty-five miles east of the Saskatchewan River, and Kamloops, in British Columbia (meaning thereby the eastern end of the Western Section of the Canadian Pacific Railway, as defined by the charter of the Company); hereinafter called the Central Section.

The said work of construction shall be commenced forthwith, and shall in all respects be completed in accordance herewith, as follows, namely: the said Central Section on or, before the 31st day of December, 1885, and the said Eastern Section on or before the 31st day of December, 1886. And the said times, and all times

herein mentioned, shall be of the essence of this contract. And as the work of construction proceeds, the contractors will, from time to time, deliver to the Railway Company such portions of the said sections as shall be completed to the satisfaction of the Railway Company, so as to entitle the contractors to payments on account as hereinafter provided. But such progressive deliveries shall only be regarded as provisional; and the reception by the Railway Company of any portion of either of the said sections shall not be held to be an acceptance of the portion so received, as being completed in conformity with the requirements of these presents.

This contract is made upon the distinct understanding that the contractors have satisfied themselves respecting the nature of the country through which the railway is to be built, the character and formation of the ground, the means of access, the nature, kinds, qualities, and cost of the various materials, plant and labour required; and respecting every matter or thing which may in any way affect the cost of the work already contracted for, or the carrying out of the present contract. And that no information obtained by or for the contractors, from any officer, agent or servant of the Company, shall relieve the contractors from any risk or contingency, or from any obligation hereby assumed, or from the complete fulfilment of this contract in every respect; or shall give them any right or claim, equitable or otherwise, against the Company, beyond or in addition to their rights and claims under the express provisions hereof.

And in order to establish an approximate standard, whereby the quality and character of the said sections, and of the materials used in the construction thereof, shall be regulated, it is hereby agreed that the Union Pacific Railway, as finally completed and accepted, shall be, and the same is hereby selected and fixed upon as such standard, with the additions, and subject to the conditions herein contained: the said standard being that which is agreed upon with the said Government, under the said contract of the 21st October, 1880, according to the true intent and meaning of the said contract. But while the said standard shall be accepted as a general and ordinary standard of the quality and character of the said work of construction, and of the materials used therein, the contractors shall conform themselves in all respects to such improvements upon the said standard as shall be required to make the work done and materials used in the construction of the said sections, equal in quality and character to the other portions of the said Canadian Pacific Railway, which have been constructed by the Railway Company within the year 1882, in so far as the same are completed; and also to such restrictions as to gradients and curvatures as shall, from time to time, be adopted and established by the Railway Company. And the contractors shall further be bound to provide each of the sections hereby contracted for, with all implements, fixtures and appurtenances, except rolling stock, necessary for its proper and economical operation.

In addition to the construction of the said portions of the said railway as herein provided, the contractors shall, without additional compensation, construct along their entire length a telegraph line, according to the specifications hereinafter contained, and shall furnish the necessary equipment for the same, with the necessary batteries and with all necessary instruments, appliances and appurtenances, of the best description, and sufficient in number to equip one telegraph office for every fifteen miles of railway, the whole subject to the approval of the General Manager of the Railway Company.

And it is distinctly understood and agreed, that as the protection of the line against snow is of the first importance, the elevation of the grade line, as followed by the Company in their construction during the year 1882, shall be adhered to by the contractors, so far as the nature of the country will admit; and where cuttings may be necessary, the contractors shall provide snow screens for their protection, according to the plan adopted by the Company; and in the mountain sections, where snow slides may occur, the contractors shall provide the necessary snow sheds and other protection, according to the plan adopted by the Central Pacific Railway Company.

That as part of the work of construction hereby contracted for, the contractors shall do and perform, or cause to be done and performed, at their own expense, all engineering work required in surveying, planning, laying out, preparing for and carrying on the said work, including the making of all necessary plans, sections, surveys and books of reference, and the performance of all the obligations in respect of engineering, plans and surveys imposed upon the Railway Company by their charter and by the Consolidated Railway Act of 1879, as modified by such charter: Copies of all which plans, surveys, sections and books of reference shall be deposited with the Railway Company, free of charge, as soon as conveniently may be after the making thereof. And in aid of such engineering work, the contractors shall have free access to, and use of all plans, surveys and measurements heretofore made by the Railway Company, in so far as the same can be allowed to them, without interfering with the requisite use thereof by the Railway Company. But no location survey of any part of the said sections, or plan, or book of reference, shall have any force or effect, or be in any manner binding on the Railway Company until the same shall have been submitted to and approved by the Board, and signed by the engineer of the Company, under the direction of the Board.

All materials, appurtenances and fixtures of every description to be furnished by the contractor under this contract shall conform to the standards of the Railway Company, so far as such standards shall have been adopted; and in the absence of standards, shall be of the best quality and description, adapted to the requirements of a first class railway, and approved by the General Manager of the Railway Company. But the contractors shall have the use, during the period of construction, of all appurtenances and fixtures herein provided to be furnished by them, and on the completion of this contract, such appurtenances and fixtures shall be delivered to the Railway Company in good condition, ordinary wear and tear excepted. And in all matters relating to location or construction, whether or not mentioned herein, this contract is to be interpreted as contemplating and requiring the completion of a first-class railway, according to the best American railway practice, and with careful regard to direction of line, rate of gradients, and in all respects to safety and economy in operation.

And whereas contracts have been entered into for work to be done, and materials to be furnished towards the construction of parts of the said several sections hereby contracted for, and divers sums of money have been expended by the Railway Company in payments upon such contracts, and in clearing, grading and otherwise preparing the roadway of the said sections respectively, and in laying track thereon, and in various incidental expenses connected therewith, the whole of which contracts and the amount of which expenditure have been communicated to the contractors, with which they declare themselves content and satisfied; the contractors do hereby assume the said contracts, and undertake and agree to pay the sums stipulated therein to the contractors mentioned therein, and also to repay to the Railway Company, the said expenditure so made by them on the said sections respectively. Such payments to be made by the contractors to the Railway Company, in respect of each of the said sections, when the first payment of cash and stock under this contract is made to the contractors for work done upon such section; and such first cash payment, in so far as may be necessary to meet the said expenditure, shall be retained by the Railway Company.

All rails and fastenings, ties, piles, bridge timber, lumber, telegraph poles and wires, materials and supplies necessary for the proper construction of said sections, or either of them; already purchased or contracted for by the Railway Company for such construction; shall be sold by the Railway Company and purchased by the contractors, at the cost thereof to the Railway Company when delivered to the contractors; and in determining such cost of rails fastenings, ties, supplies and other materials, their original cost, freight, insurance, interest, and all other just and reasonable expenses connected with their purchase, carriage and storage, shall be included. And an inventory of such rails and fastenings and of all such materials and supplies, with a statement of the cost thereof, shall be made and delivered to the contractors as soon as conveniently may be after the execution hereof.

The Railway Company agree to transport over their own line, promptly and expeditiously, to the point to which it is now completed, about forty-five miles East of the Saskatchewan River; or to the point to which it is now completed, about forty miles West of Callander Station, as the case may be; or to such other place or places beyond those points as may be reached by the railway from time to time, as the same shall be provisionally delivered to the Railway Company; or to such other point or points as may from time to time be agreed upon; all rails and fastenings, supplies and materials required by the contractors in the construction of the said sections respectively, at a rate not exceeding one cent per ton (of 2,000 pounds) per mile; and all laborers, mechanics, and other persons employed or to be employed by the contractors on construction, at a rate not exceeding two cents per mile for each person.

The Railway Company shall retain a general control over the work of construction; and the letting of sub-contracts, the general plan of the work, the location of stations, sidings, water-tanks and all other buildings, the amount of water-way to be provided, and all matters of a like nature, shall be subject to the approval and direction of their General Manager.

For and in consideration of said work being duly performed and completed and materials furnished therefor, as hereinbefore provided; and the same duly accepted by the Government of Canada and by the Railway Company, as being in conformity herewith and with the said contract with the Government of Canada, the Railway Company shall pay the contractors for the construction and completion of the said Eastern Section, when so completed and accepted as aforesaid, the sum of \$14,099,979 in cash, and \$20,000,000 in ordinary paid up shares of the capital stock of the Railway Company. And for the construction and completion of the said Central Section, when so completed and accepted as aforesaid, the sum of \$17,880,000 in cash, and \$25,000,000 in ordinary paid up shares of the capital stock of the Railway Company, which said price (less such proportion, not exceeding ten per cent. of the cash portion thereof, and ten per cent. of the stock portion thereof, as the Railway Company shall determine, to be held as security for the completion of this contract), shall be paid as follows, viz.: a proportion thereof in cash and stock respectively, subject to the said deduction, shall be paid by the Railway Company to the contractors from time to time in instalments, to become so payable upon the completion, to the satisfaction of the Railway Company, of any portion of either of the said Sections, not less than twenty miles in length; such proportion to bear the same proportion to the entire price hereby fixed for the construction of such section, as the expense or cost of such portion of such section shall bear to the entire expense or cost thereof. And such proportion shall be determined by the Board of Directors of the Railway Company, upon the estimates of the Engineer of the Railway Company, approved by such Board, of the expense or cost of the work done, and of the work remaining to be done, without any appeal or any contravention thereof, to or by any court, person or body whatever. Provided always, however, that the acceptance by the Railway Company of any such portion, for the purpose of enabling the contractors to obtain the payment and delivery to them of any instalment of cash or of stock, shall be held to be provisional only, and shall not be, nor be held to be, a final acceptance by the Railway Company of any portion of the said work. And it is hereby agreed that the said payment and delivery of cash and paid up stock, herein agreed upon, shall be in full satisfaction and settlement for and of all work, labor and materials of any and every kind, description and nature, that may be necessary in the construction of the work herein contracted for, and for and of any and every service or obligation herein agreed to be performed or assumed by the contractors.

If at any time the contractors should desire to place upon the market and sell, a larger amount of the paid up stock of the Railway Company herein agreed to be paid to them as the consideration of the present contract, than they have earned thereunder, the Railway Company will consent to the issue and negotiation of such stock, on condition that the same shall not be sold at a price less than shall be agreed upon between the contractors and the Railway Company; and that the proceeds of

the sale of any part of such stock which shall exceed the amount thereof then earned by the contractors, shall be paid over to the Railway Company, to be returned to the contractors in the place and stead of paid up stock; the price of each share, at the rate at which such shares shall have been sold, representing such share in the amount to be paid to the contractors. And the Railway Company shall allow to the contractors, interest at the rate of five per cent. per annum, upon any monies remaining in their hands under the provisions of this clause.

Upon the completion of all the work hereby contracted for, of the quality, character and standard, and within the times hereby agreed upon respectively, and upon the approval and acceptance thereof by the Government of Canada, as being completed in conformity with the said contract of the 21st October, 1880; and by the Railway Company as being in conformity herewith; the balance of cash and paid up shares of stock, which shall then be found to be due to the contractors under the terms hereof, and which shall remain unpaid or undelivered, shall forthwith be delivered and paid over to the contractors, upon their receipt in full for the same, and upon their discharging the Railway Company from all further responsibility and liability under the present contract.

All materials which shall be required to be imported from any foreign country, to be used in the construction of the said sections, and which the Railway Company are entitled to import free of duty, shall be bought by the Railway Company, upon the requisition and under the instructions of the contractors, the Railway Company exercising, in respect thereof, all the powers, privileges and rights which are granted to them by the said contract with the Government, and by their charter, in respect of immunity from import duties; and delivering over to the contractors the materials so imported, at their cost, including all interest and charges thereon—but in such manner as shall not impose upon the Railway Company any expense for labor or other service, which they shall object to perform or incur. And the Railway Company shall also buy, upon such requisition and instructions, within the Dominion of Canada, any materials to be used in the construction of the said sections, which the Railway Company have the right to import free of duty for the said purpose; and will do and perform all such matters and things as shall be necessary to obtain any drawbacks in respect of such goods or materials by the manufacturers or vendors of such goods or materials, to which such manufacturers or vendors shall be entitled.

The Railway Company hereby appoint the contractors their agents and attorneys, for them, and in their name, and on their behalf, but at the expense of the contractors, to exercise all the privileges in the acquisition of timber, stone, gravel and other materials, which may be necessary or useful in the construction of the said sections, which are conferred on the Railway Company, by their charter or by the said contract with the Government. And, also for them, and in their name and on their behalf, but at the expense of the contractors, to enter upon, take possession of, and if necessary, expropriate, all real estate required for roadway and other purposes, in so far as the Railway Company are entitled to take and hold the same for the said purposes under the said charter, and in the Province of Ontario, under the powers acquired by them by the amalgamation of the Railway Company with the Canada Central Railway Company. And also, as a part of the consideration of the present contract, for and on behalf, and in the name of the Railway Company, and as their duly authorized agents and attorneys, to cut, take, and use all such trees and timber, to be used in the construction of the said Eastern Section, which are to be found in or upon the lands of the Government of the Province of Ontario, taken for such roadway, and within ninety-nine feet on each side thereof: the whole as provided by the Statutes of the late Province of Canada, and of the Dominion of Canada, duly passed and in force respecting the said Canada Central Railway Company.

The contractors shall not employ, upon the works hereby contracted for, any men as laborers, formen or workmen of any kind, who have been previously dismissed by the Railway Company, or by any person having any contract with the Railway Company for any work to be done upon any part of the Canadian Pacific Railway.

And the contractors shall punctually and regularly pay the wages of the laborers who may be employed on the work herein contracted for, or on any works connected therewith, and shall take all needful care and precautions to procure the punctual and regular payment, by any sub-contractor or agent under the contractors, of the wages of all persons who may be employed by such sub-contractor or agent respectively, and shall guarantee and hold harmless and indemnified the Railway Company from all liability or prejudice, under any law that may exist, or may be enacted, imposing upon them any obligation or liability, in respect of any debt or liability of any description which the contractors, or their sub-contractors, or agents, may incur, in the performance of the work hereby contracted for, or in procuring right of way, real estate, or materials, for the purposes of the present contract.

And the better to protect the Railway Company from the operation of any such law, and in order that the Railway Company shall have satisfactory evidence of the payment of wages by the contractors to persons employed in construction, and of the amounts due to sub-contractors, the payment of such wages and amounts shall be made by paymasters, whose appointment shall be approved by the General Manager of the Railway Company and under such reasonable regulations as may be prescribed by the said Manager, and such paymasters shall make such reports to said Manager as he may from time to time require. And for that purpose it is hereby further agreed that a force account shall be kept by officers to be appointed by the Railway Company and who shall be subject to the instructions of the Railway Company, whose wages and necessary travelling expenses shall be paid by the contractors.

All machinery and other plant, materials and things whatsoever, provided by the contractors for the work hereby contracted for, shall become and be until the completion of said work, the property of the Company for the purposes of the said work; and shall not be taken away, used or disposed of, except for the purposes of the said work, without the consent of the Company. Provided, however, that the Company shall in no way be responsible for any loss of, or damage to, such machinery, plant, materials or things.

If, according to the opinion of the Engineer or General Manager of the Railway Company, any materials or other things used, or about to be used, by the contractors, in the performance of the present contract, shall not be in accordance therewith, or shall, in his opinion, be unsuitable for the purposes for which such materials or other things shall be intended by the contractors; or if, according to the opinion of the General Manager, or of the Engineer of the Railway Company, any part of the work hereby contracted for shall be improperly executed by the contractors, such General Manager or Engineer may require the contractors to remove such defective materials, or to re-execute the defective work in a proper manner, as the case may be. And thereupon the contractors shall immediately comply with such requisition of such General Manager or Engineer. And if twenty-four hours shall elapse, and such requisition shall not have been complied with, such General Manager or Engineer may cause such materials to be removed, or such work to be properly re-executed, as the case may be. And in such case the contractors shall pay to the Railway Company all such damages and expenses as shall be incurred in the removal of such defective materials, or in the re-execution of such work.

If, in the opinion of the General Manager or of the Engineer of the Railway Company, the rate of progress which the contractors shall be making at any time, in the performance of the work upon either of the sections hereby contracted for, shall not be such as to justify the expectation that the said work will be completed within the time hereby fixed for the completion of such section; or if, in his opinion, the said work is not in fact proceeding at a rate of progress, which, if continued, would result in the completion thereof within the times hereby fixed; then, and in either of the said cases, the General Manager or Engineer of the Railway Company may, by written notice to the contractors, require them to make such addition to their staff of men, or to their materials, or both, as, in his opinion, shall be necessary to enable them to complete the said work within the time hereby fixed therefor. And if, upon the reception of such notice, or within three days thereafter, or within such further

period as shall be fixed by such notice, the contractors shall not, in all respects, comply therewith, the Railway Company may then take the said work out of their hands and may proceed to complete the same at the expense of the contractors, in such a manner and by such means, either by further contracts, after, or without, calling for or receiving tenders for the said work, or otherwise, as the Railway Company shall deem expedient. And if the expense incurred by the Railway Company, in completing the work, upon such default by the contractors, shall exceed the balance which would then be due to the contractors, under the terms hereof, if they had performed the conditions of their contract in respect thereof, the Railway Company shall have the right to recover such excess from the contractors, as an ordinary debt.

In the event of taking possession of the works upon either of the said sections, and continuing the same, under the provisions hereof, the Railway Company shall have the right also to take possession of all the tools, working outfit, materials and supplies which shall then belong to, or be in use by the contractors, in or upon the said work, or used in connection therewith. And in such case the Railway Company shall have a first and special lien upon all such tools, working outfit, materials and supplies, for any indebtedness to the Railway Company which may be found to exist upon a final settlement of accounts between them and the contractors. And the Railway Company shall not be responsible for any damage to such tools, working outfit, materials or supplies, or for the wear and tear thereof, or for the value of the use thereof. And in such case also the contractors shall not be entitled to receive any further payment from the Railway Company, until the final completion of the said work, and the acceptance thereof by the Government of Canada, as being in conformity with the terms of the said contract between the Government and the Railway Company; and by the Railway Company, as being in conformity with the terms and conditions hereof. And the Railway Company shall then only be bound to pay to the contractors the difference, if any, between the aggregate of the amounts paid to the contractors, and of those expended by the Railway Company in completing the said work; and the total price of the said work hereby agreed upon. And, for the purpose of making such calculation and ascertaining such difference, the stock payments to the said contractors, under the terms hereof, shall be estimated at the market value of the said stock, respectively, in the principal financial centres of the Dominion of Canada and the United States.

The contractors shall be responsible for all damages claimable by any person or corporation whatever, in respect of any injury to persons or to lands or other property, or in respect of any infringement of any right whatsoever occasioned by, or arising during the performance of the works hereby contracted for by them, their sub-contractors, agents, or employees, in any manner, or for any cause whatever; or by any neglect, misfeasance or nonfeasance on their part, or on the part of any of them; and the contractors hereby bind and oblige themselves to perform all such duties in respect of fences, gates, crossings and the like, upon any part of either of such sections, as shall be incumbent on the Railway Company under the laws of the Dominion of Canada, or of any Province within which such part of either of such sections may be situate.

This contract shall not be transferred or assigned, or any material part thereof sub-let, without the express consent of the Company.

All notices of every kind which the Railway Company shall desire to give to or serve upon the contractors, may be validly so given or served by leaving the same at any place in the City of Montreal, or in the City of Winnipeg, which shall be fixed for that purpose by the contractors, and indicated by a notice to the Railway Company, duly delivered to the Secretary thereof, at the office of the Railway Company in Montreal. And in default of such a place being fixed and indicated as aforesaid, such notice may be validly given to or served upon the contractors by mailing the same, with postage paid, addressed to them at the said City of Montreal.

If any difference or dispute should arise between the Railway Company and the contractors, as to any matter or transaction under this contract, which by the terms

hereof is not expressly left to the decision of the Company or of the Board of Directors, or of some officer thereof, the same shall be submitted to the final arbitration and award of two arbitrators, one of whom shall be named by the Company and one by the contractors. And if any difference of opinion shall arise between the arbitrators so named, they shall have the right to appoint a third arbitrator; and if they cannot agree upon such third arbitrator, he may be appointed by any Judge of the Superior Court for Lower Canada, resident or acting in the City of Montreal, upon the application of either party hereto, after reasonable notice to the other. And if a third arbitrator shall be appointed, the decision of any two of the arbitrators shall be final and binding upon the parties hereto.

In witness whereof, the parties hereto have caused these presents to be signed, and their corporate seals to be affixed hereto, the day, month and year written opposite to the signatures of their respective officers.

The North American Railway Contracting Company,
By J. O. BLOSS, *President*.

Attested, SAML. GWYN, Secretary. [L.S]
16th December, 1882.

Canadian Pacific Railway Company.
By R. B. ANGUS, *Vice President*.

C. DRINKWATER, Secretary. [L.S]
19th December, 1882.

SPECIFICATIONS.

REFERRED TO IN THE ANNEXED CONSTRUCTION CONTRACT.

When the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the centre line, and trees at a greater distance must also be cut if deemed necessary by the Engineer of the Railway Company. Station grounds shall be cleared to a width of 300 feet and a length of 2,000 feet. All brush or logs within the limit required to be cleared, shall be burned or removed, and no brush or logs shall be thrown into adjacent woods.

Where embankments are to be made less than one foot in height, all stumps must be grubbed out within the limits of the embankment and removed or burned, and where embankments are to be less than four feet and more than one foot in height, all standing timber and stumps shall be chopped close to the ground. All shallow cuttings, side ditches and off-take drains, must also be properly grubbed.

Cuttings, embankments and side-ditches shall be formed according to the standard cross-sections furnished by the Railway Company. No material shall be wasted or borrowed where, in the opinion of the Railway Company's Engineer, it is likely to interfere with the future operation of the railway. The width of cuttings at formation level shall be twenty-two feet, and the inclination of their slopes in earth shall be one and one-half horizontal to one perpendicular, and in rock, as a rule, one horizontal to four perpendicular; in cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock; but in all cases the slopes shall be so made as to insure stability.

Such inclination shall be given to side-ditches in all cuttings as will ensure thorough drainage; and they shall be so diverted at the ends of the cuttings as to prevent injury to the roadway. In no case shall the bottom of side-ditches be less than twelve inches below formation level, and in rock cutting or where springs occur, perfect drainage must be secured by increasing the size of ditches or by other approved methods.

Surface or "catch-water" ditches shall be provided where necessary, to prevent water draining into cuttings from adjoining lands, such surface-ditches to be not less than sixteen feet from the top of the slopes.

The width of embankments at formation level shall be fourteen feet, and their slopes one and one-half horizontal to one vertical. No unsuitable or unstable materials shall be used in embankments, and ice and snow must be carefully excluded. Em-

bankments on side-hills or slopes shall be so formed as to guard against the possibility of slipping. Ample allowance shall be made for the settlement and shrinking of embankments, according to their height, the nature of the material and the mode of construction; so that when thoroughly consolidated the roadway will be of the full width required, and have a proper surface.

Between the foot of embankments and the inner line of the side-ditches, there shall be left a berm of not less than three feet, where embankments do not exceed three feet in height, and of four feet where embankments are from three to six feet high, and five feet where embankments are from six to ten feet high, and six feet where embankments exceed ten feet in height.

Wherever the slopes of embankments are liable to be washed by the overflow of streams or otherwise, they shall be thoroughly protected by rip-rap or otherwise, to the satisfaction of the Engineer of the Railway Company, off-take ditches shall be provided wherever necessary, to secure the effectual drainage of the roadway.

Line tunnels shall be formed to the cross-section furnished by the Railway Company, and shall be drained and made perfectly safe.

Truss bridges are to be provided at the crossing of all streams where, in the opinion of the Railway Company's Engineer, they may be necessary, and such bridges shall be of iron or steel, of the best quality and workmanship, and of design and strength according to the standards and formulas adopted by the Railway Company. All truss bridges shall rest on stone piers or abutments, of first-class masonry, which shall be built on perfectly secure foundations, all to be approved by the Engineer of the Railway Company. All iron or steel bridges to have one coat of suitable paint after erection. Pile bridges, timber trestles and culverts, shall be built in accordance with the standards of the Railway Company, and to the satisfaction of the Railway Company's Engineer. Wherever stone of suitable character is found within a reasonable distance, it shall be substituted for timber in culverts, if so directed by the Railway Company's Engineer.

Bridge piers shall be protected by ice-breakers or guards, wherever in the opinion of the Engineer of the Railway Company the same may be necessary.

Rails shall be of the best manufacture of steel, of approved pattern, and to weigh not less than fifty-six pounds per yard, and shall be fitted with splices and bolts according to the standard of the Railway Company.

Ties shall be of good, live, sound and straight oak, tamarac or spruce, but not more than one-third of the whole number shall be of spruce. They shall be hewed on two opposite parallel faces to a uniform thickness of six inches, and to have not less than six inches face throughout, and shall be uniformly eight feet long and cut square at both ends. And they shall be laid 2,640 to a mile.

Before track is laid, the roadway must be carefully trimmed to formation level. Ties shall be laid to line and the track shall be full spiked, and to preserve the rails from injury, the track shall be brought to an approximate surface as soon as laid; and as soon as possible thereafter, the surfacing shall be completed. The track when laid and surfaced shall conform in all details to that laid and surfaced by the Company during the year 1882, and the whole shall be done so as to provide a smooth and permanent roadway, adapted to the requirements of the traffic of a first-class railway.

Stations shall be provided at average distances apart of sixteen miles, the distance to be as uniform as possible. At such stations shall be provided side-tracks of aggregate clear length of 2,000 feet, a depot building for freight and passengers, with the usual and necessary platforms, furniture and fixtures; the whole to be laid out and constructed according to the plans and standards adopted by the Railway Company for their stations and station buildings. Half-way between these stations, as near as may be, crossing-tracks, 1,800 feet in length, shall be provided.

Water stations shall be provided at average distances apart of sixteen miles, and in no case shall the distance apart exceed nineteen miles. Such water stations shall be supplied with tanks, wind-mills, pumps, and all necessary fixtures, and shall be equal in capacity, and in all other respects, to those constructed by the Railway Company

on its main line in 1882. In timbered or broken country steam pumps shall be substituted for wind-mills—said steam pumps to be of capacity of not less than 4,000 gallons per hour. At all water stations shall be provided an abundant supply of water from streams, ponds, or wells, sufficient for at least twenty trains per day.

At intervals of sixteen miles, section and tool houses, according to the Company's standard plans, shall be provided.

Divisional points shall be established at average distances apart of 120 miles, at such points as shall be approved by the General Manager of the Railway Company; and at such points there shall be provided, in addition to a depot and water station, three side tracks, aggregating 6,000 feet in clear length, an engine shed to hold ten locomotives, and an iron turntable of approved pattern; said engine houses to be built according to the plan of the Railway Company's engine shed now being erected at Broadview; and to be provided with all usual and necessary fixtures, appliances, and appurtenances; said water stations to be similar to those hereinbefore specified for, except that it shall be provided with a steam pump of the capacity of 6,000 gallons per hour, and shall be connected with the engine shed with well protected water pipes. The general arrangement of the tracks and buildings at said divisional points shall be subject to the approval of the General Manager of the Railway Company.

The foregoing are the specifications referred to in the annexed contract.

December 16th, 1882.

RETURN

(31h)

To ADDRESSES from the HOUSE OF COMMONS, dated respectively the 28th January, 1884;—For copies of any Official Memoranda of the Canadian Pacific Railway Company, or Public Letters or Memoranda of any of the Officers of the Company, relative to its position and prospects and transactions (including the recent Guarantee), not already brought down.

Statements showing the amount of the Subscribed Stock of the Company, with the date and amount of each subscription, and the amount paid up and to be paid up on such Subscribed Stock, with the date of each payment in cash, and the rate of discount at which any such Stock was issued by the Company to the subscribers, or to any Syndicate or parties who undertook its issue to the Public; Statement of the amount paid out of capital for interest on the Capital Stock, and the rate of such payment.

Statement of the facts as to the acquisition by or on behalf of the Company of any interest in or by any of its Officers or any person on its account, or in any Shares or Securities of any of the following Railway Companies:—

Credit Valley; Ontario and Quebec; Atlantic and North-Western; Toronto, Grey and Bruce; Hamilton and North-Western; South Eastern; Montreal, Portland and Boston; St. Lawrence and Ottawa;

Or in any Companies having lines in Manitoba or the North West, or elsewhere, with the dates, amounts and particulars, and copies of the Documents relating to such acquisition, and to the obligations of the Companies thereunder.

Statement of the various matters required to be returned under "The Consolidated Railway Act, 1879," and amendments thereto :

- (1). For the fiscal year 1881-82.
- (2). For the fiscal year 1882-83, in each case separately, as to—
 - (a). The line of Railway specifically provided for by the contract of the Canadian Pacific Railway Company.
 - (b). The Branches and Extensions already acquired or controlled by the Company.

Like Statements with like particulars, separately, as to (a) and (b).

The Eastern and Western Divisions of the Canadian Pacific Railway.

Statement of the total sum expended up to the 30th June, 1883, by the Company under their Contract.

- (a). For work of construction on the line to be built by the Company as particularly specified in the Contract.
- (b). For Rolling Stock for the line of the Canadian Pacific Railway, as particularly specified in the Contract.
- (c). For works of construction on Extensions and Branches and lines controlled by the Company not embraced in the Railway particularly specified by the Contract.
- (d). For rolling stock for all Extensions and Branches not so embraced.

Like statements to those hereinbefore mentioned, up to the 31st December, 1883.

Statements of the receipts of the Company up to the 30th June, 1883, on account of :

- (a). Cash subsidy.
- (b). Land Grant Bonds.
- (c). Bonuses.
- (d). Land sales or transactions not embraced in the operations connected with Land Grant Bonds.
- (e). Number of acres of land subsidy.
- (f). Amounts of bonuses agreed for though not paid Like Statements up to 31st December, 1883.

ALSO ADDRESS (No. 31h-1):—Representing that on the 5th March, 1883, an humble Address was presented to His Excellency the Governor General, praying, amongst other things, for a Statement shewing the amount of the Subscribed Stock of the Canadian Pacific Railway Company, prior to the authorization for an increase of its Capital Stock from \$25,000,000 to \$100,000,000, and of the amounts paid upon such Subscribed Stock, with the date of each payment in cash, and also of the amounts (if any) satisfied by the acquisition of property or otherwise, specifying in each case the consideration therefor, and the amount of Stock given and the date.

Representing further, that the reply furnished by the Company, with a view to answering the said Address, omits the information asked for as above stated ; and praying that His Excellency will be graciously pleased to cause such information to be obtained and laid before this House.

By Command,

OFFICE OF THE SECRETARY, MONTREAL, 4th February, 1884.

SIR,—I have the honor to acknowledge receipt of your letter of the 1st February, enclosing an Address from the House of Commons, requiring information on several points. And, in reply thereto, I have the honor to enclose a copy of official statement made by the President of this Company, on the 29th December last, which is the only document falling within the description in the resolution of the House of Commons communicated to me, that has been issued by or on behalf of this Company, and not already communicated to you.

I have further the honor to enclose a statement showing the amount of the subscribed stock of the Company, with the date and amount of each subscription; and the said statement also showing the date and amount of payments made on such subscription. And I have further the honor to state that no further stock has been subscribed for in this Company.

I have further the honor to state that the Company sold to the shareholders who subscribed the amount of stock mentioned in the said statement, or their assigns, the remainder of the first issue of the capital stock of the Company, at a rate which produced an average of 40 cents on the dollar, on the whole of such first issue of \$25,000,000.

I also enclose a statement of the rate at which the first issue of the increased stock of the Company, amounting to \$30,000,000, was made, showing also the commission and expenses upon such sale, and the net proceeds thereof. The whole of the said sum of \$30,000,000 was sold to a syndicate in New York, and by them issued to the public.

I also enclose a statement of the amount paid out of capital for interest on capital stock, and the rate of such payments.

With reference to the required statement as to the acquisition, by or on behalf of the Company, of any interest acquired by it, or on its behalf, in any of the charters or securities of the railway companies named in the Address, I have the honor to state that this Company has not acquired any interest, either directly or by its officers, or by any person on its account, in any shares or securities of the Credit Valley Railway Company, the Ontario and Quebec Railway Company, the Toronto, Grey and Bruce Railway Company, the Hamilton and North-Western Railway Company, the Montreal, Portland and Boston Railway Company, or in any Companies having lines in Manitoba or the North West.

This Company has acquired the control of the charter of the Atlantic and North West Railway Company, and has advanced to that Company, for that purpose, and for the construction of the connecting line between this Company's railway and the River St. Lawrence, the sum of \$156,646.02.

An interest was acquired in July, 1882, in the bonds, stock and rolling stock of the South Eastern Railway Company by certain parties interested in this Company; which acquisition was made for the purpose of preserving the traffic arrangements of this Company, and providing access to the seaboard; and the amount expended in so doing was advanced to the person so acquiring it. I have the honor to enclose a statement of the amount so expended by this Company.

With regard to the request for statements required by the Consolidated Railway Act of 1879, this Company has already furnished them to the Department of Railways.

I have the honor to enclose a statement of the total amount expended by the Company, up to the 31st December last, under their contract with the Government, under the several heads mentioned in the Address; and also, statements of the receipts of the Company up to the same date, under the several heads mentioned in the said Address.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

A.

CIRCULAR.

To the Shareholders of the Canadian Pacific Railway Company :

GENTLEMEN,—It is now a little less than a year since a portion of the capital stock of this Company was thrown open for public subscription. During that period there has been a very great decline in the market values of American railway securities in general, and especially of shares in corporations operating through lines of railway between the Eastern States and the Pacific coast. It is not a matter for surprise, therefore, that some anxiety should have been felt by holders of the stock of this Company, or that speculators should have taken advantage of the opportunity, to make a concerted effort to depress the market price of the shares, especially in view of the malignant attacks with which the Company has been almost daily assailed, by a section of the local and foreign press, inspired by rival railway lines, or influenced by political motives. The shareholders are rather to be congratulated, that in the face of these attacks and of such wide-spread depression in the stock of other transcontinental lines, the stock of this Company, with its line not yet completed, should have maintained such comparative steadiness.

For the purpose of giving to the shareholders the earliest possible information of the results achieved during the now closing calendar year, and in view of the gross mis-statements that have been published as to the position of the Company, the Directors have thought it well, in advance of the regular annual report, to submit a short summary of what has been done, and also a brief statement of facts affecting the intrinsic and market values of the shares of the Company.

It is necessary, at the outset, not to forget that the position of the Canadian Pacific Railway is unique—with its own line stretching from the Atlantic to the Pacific—a complete and independent railway system within itself. Differing in this respect from every other transcontinental line on the continent, it need look for nothing from its rivals beyond reasonably fair treatment.

During the year 1883 the Company built 693 miles of railway, consisting of 553 miles of main line, and 140 miles of branch lines.

On the western division 377 miles of rails have been laid—completing the track to the summit of the Rocky Mountain Pass, 960 miles west of Winnipeg—leaving a gap of less than 300 miles to complete the connection with the Pacific Ocean, and there is every reason to expect that this connection will be completed within the next two years.

On the opening of navigation, next season, the Company will have its own steel steamships, built this year on the Clyde expressly for the lake traffic, ready to run between Lake Huron and Thunder Bay, on Lake Superior. A new through line of its own will thus be opened, carrying freight and passengers from Montreal to all points in the newly opened country for a continuous distance of 1,400 miles west of Port Arthur.

On the section of the line north of Lake Superior 167 miles of track have been laid during this year, and within the next few weeks 54 miles more will be added, making a total on that section of 221 miles, leaving 430 miles yet to be built in order to complete the through all-rail connection between Montreal and the North-West Provinces. There are, at the present time, over 9,000 men at work upon this section, which it is fully expected, will be completed and ready for operation before the close of the year 1885.

Without the through all-rail line which the completion of this section will provide, and without the necessary connections with the Provinces of Ontario and Quebec, now being secured, the Canadian Pacific Railway would have little or no control over the large west-bound traffic in immigrants, settlers and general freight, which the settlement of the North West is rapidly developing; and that traffic would continue in the future, as in the past, to be carried over the Grand Trunk Railway

and through the United States. This west-bound traffic is of the greatest importance to the Canadian Pacific Railway, enabling it to carry freight and passengers at lower rates than would be possible if the line had only an east-bound business, and nothing to carry west but empty cars.

When the Company is in a position to send trains through, direct from Montreal *via* Winnipeg to the Pacific Ocean—its express trains making the entire distance in ninety hours—and when the connections of the line with the business centres of the Provinces of Ontario and Quebec have been established, the Canadian Pacific Railway will assume a commanding position as Canada's national highway, and by better service, a shorter line, superior accommodation, and moderate rates, will secure the traffic which naturally belongs to its, and effectually prevent it from seeking transportation over foreign lines.

The surveys of the gap between the completed portions of the Eastern and the Western Divisions have been completed, as well as the surveys across the Rocky and Selkirk Mountains. The work has in both cases been found much easier than was anticipated, and the Directors feel now that they may safely state that the entire line will be completed within the original estimates of cost.

It has been ascertained that the cost of finishing the line will not exceed twenty-seven million dollars—barely the amount of the cash subsidy and land grant bonds unsold and remaining in the hands of the Government.

The gross earnings for 1883 (estimating the month of December) were	\$5,420,913
This includes, for the transportation of construction materials and supplies.....	1,274,000
<hr/>	
The actual revenue from ordinary traffic was, therefore, in 1883.....	4,146,913
As against, in 1882.....	2,449,824
<hr/>	
Increase in 1883.....	1,697,089

The net earnings for the nine months ending November 30th, have been \$889,811.

Considering the adverse circumstances under which this result has been obtained, and in view of the extraordinary development and rapid settlement of the North-West during the past year, and of the fact that on the opening of navigation the Company will have—as already stated—a through line of its own from Montreal to the summit of the Rocky Mountains, a still greater increase in the earnings of the coming year may fairly be looked for.

Seeing the effect which the operations of speculators, aided by the hostile efforts of the enemies of the Company, in the press and elsewhere, had on the market price of the shares; being unwilling that the shareholders should be intimidated into sacrificing their property, and desiring to increase the value of the stock as a sound investment, the Directors, early in November last, made an arrangement with the Dominion Government to ensure for ten years, a minimum dividend of three per centum (3 p. c.) per annum upon the outstanding capital stock of the Company; the Company continuing to pay an additional two per centum (2 p. c.) per annum, during construction, making five per centum (5 p. c.) per annum in all.

This arrangement has also been made the object of attack, even to the extent of pretending to impugn the ability of the Government to carry it out; but it will probably suffice to say, that it consists of the deposit with the Government of cash and securities to an amount sufficient to provide the money with which to pay each half-yearly dividend: that the Government has absolutely assumed such payments, and has bound itself to place the required amount each half-year in the Bank of Montreal as trustee for the shareholders, and that the bank has covenanted

to pay the dividend so deposited on the 17th day of February and August in each year of the next ten years.

Fuller details of the operations of the Company during the past year, of its position generally, its resources and its prospects, will be furnished to the shareholders as soon as the report embodying the same can be prepared.

In conclusion it may safely be stated :—

1. That the work of construction has been economical, and rapid beyond all previous experience.

2. That the contract with the Government will be finished, and an all-rail route through Canadian territory, from Montreal to the Pacific Ocean, established within two years, or in barely half the time specified in the contract.

3. That the business of the line is already much greater than could fairly have been expected, before the completion of the road.

4. That the settlement of the North West, notwithstanding all the efforts to depreciate its advantages, is progressing more rapidly than any one, three years ago, supposed possible.

5. That the cost of the completed road will not exceed previous estimates.

6. That the road, when finished, will be practically unencumbered.

7. That the net earnings, from and after the completion of the line, will, it is firmly believed, be sufficient to give the shareholders a handsome dividend over and above the three per cent. already provided, without counting on the income from the Company's land grant: thus making the shares of the Company a sound and profitable investment.

The Directors are satisfied that, with such resources and prospects as are here set forth, the Company has a great and successful future before it; and they hope that the statements, which the facts have thus enabled them to make, will be accepted by the shareholders, as a sufficient answer to the misrepresentations by which, it has been sought to induce them to sacrifice their investment.

GEORGE STEPHEN, *President.*

MONTREAL, 29th December, 1883.

B.

STATEMENT showing the Amount of the Subscribed Stock of the Canadian Pacific Railway Company, with the Date and Amount of such Subscription; also showing the Date and Amount of Payments made on such Subscription.

Subscribers' Names.	Number of Shares.	Amount.	1st Call	2nd Call	3rd Call	4th Call	5th Call
			30 p. cent.	20 p. cent.	15 p. cent.	15 p. cent.	20 p. cent.
			Date Paid.	Date Paid.	Date Paid.	Date Paid.	Date Paid.
		\$	1881.	1881.	1881.	1881.	1882.
George Stephen.....	5,000	500,000	Feb. 17...	April 30...	June 10...	June 10...	Feb. 17
D. McIntyre.....	250	25,000	do	do	July 5...	Sept. 5...	do
D. McIntyre & Co.....	4,750	475,000	do	do	do	do	do
J. S. Kennedy & Co.....	4,500	450,000	do	do	June 10...	June 10...	Jan. 27
J. S. Kennedy.....	250	25,000	do	do	do	do	do
J. Kennedy Tod.....	250	25,000	do	do	do	do	do
J. J. Hill.....	5,000	500,000	do	do	do	do	Feb. 17
R. B. Angus.....	5,000	500,000	do	do	do	do	do
H. S. Northcote.....	1,880	188,000	do	do	do	do	do
D. A. Smith.....	5,000	500,000	do	do	do	do	do
Morton, Rose & Co.....	7,410	741,000	do	do	July 5...	Sept. 5...	do
Fred. Grienerger.....	1,000	100,000	do	do	do	do	do
S. Propper.....	100	10,000	do	do	do	do	Jan. 31
J. de Reinach.....	250	25,000	do	do	do	do	do
E. Kohn.....	200	20,000	do	do	do	do	do
O. de Reinach.....	225	22,500	do	do	do	July 5...	do
O. Kolt.....	25	2,500	do	do	do	Sept. 5...	Dec. 14
J. Billitzer.....	50	5,000	do	do	do	July 5...	Dec. 27
E. Monteaux.....	50	5,000	do	do	do	Sept. 5...	Jan. 29
J. Siegfried & Co.....	100	10,000	do	do	do	do	Dec. 21
M. Rikoff.....	150	15,000	do	do	do	do	Feb. 17
O. Roch.....	325	32,500	do	do	do	do	Jan. 31
N. Finaly.....	100	10,000	do	do	do	do	Feb. 17
Max Springer.....	350	35,000	do	do	do	July 5...	Dec. 24
M. Ephrassi & Co.....	500	50,000	do	do	do	Sept. 5...	Feb. 17
P. Marix.....	200	20,000	do	do	do	do	do
O. W. Hoffmann.....	100	10,000	do	do	do	July 5...	Jan. 10
Banque Franco Egyptienne	600	60,000	do	do	do	Sept. 5...	Feb. 17
Alex. Ellissen.....	850	85,000	do	do	do	do	do
Banque Parisienne.....	600	60,000	do	do	do	do	do
C. Morawitz.....	100	10,000	do	do	do	do	do
W. Betzœd.....	580	58,000	do	do	do	do	do
Abaroa & Gognes.....	250	25,000	do	do	do	do	Dec. 31
A. & M. Heine.....	750	75,000	do	do	do	July 5...	Dec. 15
Louis Cohen & Sons.....	1,000	100,000	do	do	do	Sept. 5...	Feb. 17
P. du P. Grenfell.....	250	25,000	do	do	do	do	do
C. D. Rose.....	250	25,000	do	do	do	do	do
Sulzbach Bros.....	1,000	100,000	do	do	do	do	do
A. de Reinach.....	225	22,500	do	do	do	do	do
Ernest Cassel.....	450	45,000	do	do	do	do	do
H. de Pfeffel.....	50	5,000	do	do	do	do	do
C. Rozenraads.....	25	2,500	do	do	do	do	Jan. 1
George Levy.....	25	2,500	do	do	do	do	Feb. 17
Total.....	50,000	5,000,000					

C.

MEMORANDUM of issue of \$30,000,000 stock, after increase of the capital stock from \$25,000,000 to \$100,000,000.

Issue \$30,000,000 Capital Stock.

On the 29th December, 1882, \$30,000,000 stock was issued to a Syndicate in New York, represented by Mr. William L. Scott, under a contract of that date; the said stock realizing to the Company an average of 52½.

The net proceeds and expenses were as follows, viz. :—

Par value.....	\$30,000,000 00
Discount.....	14,250,000 00
Commissions and expenses.....	468,246 32

Interest Dividends.

Interest dividends have been paid out of capital and revenue, on the stock of the Company, each half year since its inauguration, viz., on 17th August, 1881; 17th February, 1882; 17th August, 1882; 17th February, 1883; and 17th August, 1883, the said first four payments having been paid at the rate of 6 per cent. per annum, and the fifth, at the rate of 5 per cent. per annum. The total amount paid out of capital on this account is \$2,128,000

Payment Account.—South Eastern Railway.

The amount advanced to parties who acquired an interest in the bonds, stock and rolling stock of the South Eastern Railway Company, is as follows :—

Bonds, stock, &c.....	\$1,471,808 75
Equipment.....	110,518 59
Making a total of.....	<u><u>\$1,582, 327 34</u></u>

D.

STATEMENT of the Total Amount expended, up to the 31st December, 1883, and of the Receipts of the Company to the same date.

	\$ cts.	\$ cts.
<i>Expenditure.</i>		
Construction of main line, as specified in the contract, including \$484,614, paid in respect of securities deposited with the Government in lieu of cash.....	23,563,565 28	
Rolling stock for securities deposited with the Government in lieu of cash.....	6,139,492 36	
Lake steamers.....	552,250 78	
Construction and acquisition of extensions and branches.....	7,030,143 74	
Rolling stock on extensions and branches.....	891,300 00	
		38,171,752 16
The Company has also expended the following sums of money under heads not mentioned in the Address of the House :—		
On shops, tools, and machinery.....		1,055,214 00
On the improvement of railways received from the Government.....		353,601 00
Materials on hand, rails, etc.....		4,025,804 00
Paid to the Government in advance of dividends.....		8,710,240 00
Paid interest on capital.....		2,128,000 00
Paid interest on land grant bonds.....		372,880 00
Advances towards acquiring lines to the seaboard and for other purposes, within the charter, viz. :—		
South Eastern.....	\$1,582,327 00	
St. Lawrence and Ottawa.....	69,900 00	
Atlantic and North West.....	156,646 00	
Stock in Canada North West Land Co., subscribed to complete amount required for organization.....	600,097 00	
Advances to Contracting Company.....	600,000 00	
Advances to carriers for back charges, etc.....	473,281 00	
		3,482,351 00
Paid for real estate.....		390,789 00
		58,895,381 16
<i>Receipts.</i>		
Cash subsidy.....	12,289,212 00	
Land grant bonds.....	9,029,012 00	
Winnipeg bonus—debentures.....	200,000 00	
Morris do do.....	50,000 00	
Land sales on transactions not embraced in the operations connected with land grant bonds.....	477,775 00	
		22,045,999 00
Balance.....		36,649,382 16
Number of acres land subsidy earned..... 13,755,705		
Amount of bonuses agreed for, though not paid, Selkirk and St. Andrews debentures..... \$70,000		

NOTE.—The Company has made no expenditure on any lines other than those owned by the Company.

RETURN

(31k)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884 :—
For copies of all Letters, Correspondence, Reports, Memoranda, Orders in Council and other Documents not laid on the Table, respecting the Guarantee for the Canadian Pacific Railway Company ; and respecting any proposed modification of that arrangement ; and any proposed further concession to the Company ; and of all Papers relating to the Postal Subsidies, and remuneration for Transport Services of the Railway.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
7th February, 1884.

OTTAWA, 7th February, 1884.

Sir,—In reference to the Address of the House of Commons, dated 30th January last, herewith returned, I have the honor to inform you that no additional information has been received on the subject of the guarantee for the C. P. Railway, and proposed modification, &c., &c., since the papers in connection with the subject were laid on the Table of the House as a Message from the Crown, on the 25th January and 1st of February.

I have the honor to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

G. POWELL, Under Secretary of State.

RETURN

(31j)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884 ;—For a Statement containing Estimates of further sums required to be paid to the Contractors for Section B, Canadian Pacific Railway, or to the Canadian Pacific Railway Company, on account of contract for construction or of any subsequent agreement.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
13th February, 1884.

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

RETURN

(31k)

To ADDRESSES of the HOUSE OF COMMONS, dated 11th February, 1884;—
For:

- (1.) Statement of the cost of the first forty miles west of Callander, built by the Canadian Pacific Railway Company.
- (2.) Of the mileage built by, and the payments in detail, with dates, made to the Construction Company in respect of the line west beyond the above forty miles, to Sudbury Junction or beyond.
- (3.) The cost of any work done by Canadian Pacific Railway Company on this Section since the cancellation of the contract with the Construction Company, up to 31st December last; and of such cost up to the date of the accounts given to the Minister of Railways.
- (4.) Of the names of the persons with whom the contracts of the Canadian Pacific Railway Company for such work were made; and copies of their contracts.
- (5.) Like particulars as in numbers 2, 3 and 4, in respect of the line from Port Arthur eastward.
- (6.) Statement of the cost of the Algoma Mills Branch, divided into the usual headings under which Railway construction works are divided.

(31k-1.)—And also for Statement:

- (1.) Of the mileage built by and the payments in details, with dates, to the Construction Company, in respect of the Canadian Pacific Railway line, from the point 45 miles east of the Saskatchewan going westward.
- (2.) Of the cost to the Canadian Pacific Railway Company of the line from the above point to Calgary; and also from Calgary to the Summit of the Rocky Mountains.
- (3.) Of the estimated cost to complete that part of the Canadian Pacific Railway left unfinished by the Construction Company, between Callander and Port Arthur; and separately of the equipment for this part.
- (4.) Of the estimated mileage cost of this part, divided into the usual headings, and that of the very heavy section of 100 miles so divided.
- (5.) Like Statement as in numbers 3 and 4, to complete that part left unfinished between the Rocky Mountains and Kamloops, and Statement of all data upon which such respective Estimates as to cost of construction are based.

(31k-2.)—And also for Statement:

- (1.) Of the mileage cost of the Canadian Pacific Railway line for the 615 miles west of Winnipeg, to a point 45 miles east of the Saskatchewan.

- (2.) Of the mileage cost of each one hundred miles of this part going westward, separately stated.
- (3.) Of the mileage cost of the above, divided into the usual headings.
- (4.) Of the names of the contractors for any works on this part.
- (5.) Copies of the contract for such works, including Shepperd & Langdon's contract.

(31k3.)—And also :

- (1.) For Statements in detail of the sums of money payable, and the amounts of stock deliverable to the Construction Company under its contract with the Canadian Pacific Railway Company, for the work done thereunder.
- (2.) Statement of the moneys paid, with dates, and the amounts of stock delivered, with dates, to the Construction Company under the contract.
- (3.) Statement whether money was paid to the Construction Company in lieu of stock ; and if so, to what extent ; and at what rate was money substituted for stock in such payments.
- (4.) Statement of the circumstances under which the Construction Company was over-paid \$600,000.
- (5.) Copy of the settlement and release between the Construction Company and the Canadian Pacific Railway Company on the closing of their contract.

(31k4.)—And also :

- (1.) For a statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway ; of the payments made on this account, with dates ; and of the payments yet to be made thereon, including interest as well as principal.
- (2.) For a Statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company, in respect of the Canadian North West Land Company's stock ; and of the names in which it stands.
- (3.) For a Statement of the particulars, with dates, of the payment made by the Company in respect of the securities or property of the South Eastern Railway ; of the persons to whom it was made, and of the person in whose names the securities and property stand.
- (4.) For a Statement of the particulars of the payments made by the Canadian Pacific Railway Company, for the purchase of the Charter of the Atlantic and North Western Railway Company ; and of the names of the payees.

(31k5.)— And also for a Statement :

- (1.) Of the net price received by the Canadian Pacific Railway Company for each lot of ten millions of stock, comprising the thirty millions issued to a Syndicate, with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, and of the respective amounts of said stock taken by such persons.

- (2.) Statement of the date on which the twenty millions remaining of the original stock of twenty-five millions was taken, and the rate at which the same was issued ; and of the dates at which the five million dollars paid in respect thereof was paid.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
15th February, 1884.

PAPERS furnished by the Canadian Pacific Railway Company in advance of the categorical replies (in course of preparation) to Addresses from the House of Commons, dated 11th February inst., which will be rendered as soon as completed.

Letter from Secretary of Canadian Pacific Railway, in relation to information called for by Addresses from the House.

Letter from Secretary of Canadian Pacific Railway, with papers :

Certificate of Incorporation of the N. A. Ry. Contracting Company.

List of Shareholders " " "

Statement of Account with " " "

Construction Contract " " "

See pages 52 to 61.

Cancellation of Contract " " "

List of sub-Contracts made by " " "

Contract with Langdon & Shepard.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 12th February, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of this day's date, enclosing six Addresses received from the House of Commons, dated the 11th February inst.

I have to state that, previous to my leaving Montreal, the Company had caused to be prepared certain statements with reference to the North American Railway Contracting Company, which were thought necessary to remove the misconception which has prevailed in the public mind, in respect of the nature, objects and results of the formation of that Company. A letter has been prepared, covering these statements, which has been transmitted to you to-day. And I have now to state that the preparation of categorical replies to the questions contained in the Addresses of the House of Commons would occupy considerable time; but that the work will be placed in hand, and completed as soon as practicable. In the meantime, I trust that the statements forwarded you in my letter of this day's date, will practically answer all the questions in the several Addresses which have reference to the affairs of the Contracting Company.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 12th February, 1884.

SIR,—I beg to state in reply to your letter of this day's date, that the North American Railway Contracting Company was incorporated on the 7th December, 1882; and I enclose you herewith a copy of the certificate of incorporation, as furnished by that Company.

I also enclose a list of the shareholders of the North American Railway Contracting Company, as furnished to us by that Company. You will perceive that it appears by that return that Samuel Gwyn held in trust 21,267 shares. These shares were so held in trust for the entire constituency of the Canadian Pacific Railway

Company, in proportion to the holding of each shareholder (but the object being to interest a number of leading financiers in the enterprise, the original holders of the stock transferred to such parties as the Company were desirous of obtaining as participators in the enterprise, a proportionate number of the shares of the Company at cost price.) By this means the participation of financial firms, such as Messrs. Drexel, Morgan & Co., Winslow, Lanier & Co., Kuhn, Loeb & Co., Seligman & Co., of New York; Mr. William L. Scott, of Erie; Messrs. Boissevain & Co., and Messrs. Oyens & Co., of Amsterdam, with many other firms of similar importance, was obtained.

I have already transmitted to you, namely, on the 4th day of February inst., a copy of the contract of this Company with the North American Railway Contracting Company.

I now beg to enclose you a statement of the account of the North American Railway Contracting Company with this Company.

I have further to state that, as will appear by the said account, this Company did not issue or transfer any of its stock to the North American Railway Contracting Company, but that if the obligations of that Company had been carried out, one-third of the issue of stock made through a syndicate in New York, namely, \$10,000,000, would have been treated as being sold for the Contracting Company, and they would have been credited with the proceeds and charged with the stock.

The work done during the existence of the contract was, in reality, done under the superintendence and direct control of the officials of this Company, as a temporary arrangement; and the expenditure passed directly through this Company's books. The only large sub-contract under the North American Railway Contracting Company was with Messrs. Langdon, Shepard & Co., and was made under the supervision of the General Manager of this Company.

I further enclose a copy of the contract with Messrs. Langdon, Shepard & Co.

I also enclose a copy of the deed of cancellation of the contract with the North American Railway Contracting Company.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CERTIFICATE of the Organization of the North American Railway Contracting Company.

We, the undersigned, do hereby certify that we have associated ourselves into a Company, under an Act of the Legislature of the State of New Jersey, intituled: "An Act concerning Corporations," approved 7th April, 1875, and all Acts amendatory thereof and supplemental thereto, under the name and for the purposes hereinafter set forth.

1. The name assumed to designate such Company, and to be used in its business and dealings, is "The North American Railway Contracting Company."

2. The object for which such Company is formed is the transaction of any lawful business whatever, including particularly the construction of roads and railroads for the use of other persons or corporations, the investment of funds in the stock of such corporations, the construction, use and operation of houses, wharves, docks, bridges, elevators, telegraphs and ships, and the making, purchasing and selling of manufactured articles, but not including the business of insurance, banking, lending money, operating roads or railroads, or any other business involving the necessity of taking and condemning lands.

3. The principal part of the business of such Company, within the State of New Jersey, is to be conducted and transacted in the Village of Walton, Township of Ridgefield, and County of Bergen.

4. The financial business of the said Company, so far as it is not carried on in this State, is to be carried on in the State of New York. All its other business is to

be carried on in the State of New York and elsewhere in the United States, the Republic of Mexico and Dominion of Canada.

5. The total amount of capital stock of such Company is to be three million dollars (\$3,000,000), divided into thirty thousand (30,000) shares of one hundred dollars (\$100) each.

6. The amount of capital stock with which said Company will commence business is five hundred thousand dollars (\$500,000), of which ten per cent. (10 p.c.) is to be paid in cash forthwith.

7. The names and residences of the stockholders, and the number of shares held by each, are as follows:—

Names.	Residences.	Shares.
Joseph F. Sweasy.....	Newark, N.J.....	500
Samuel Gwyn.....	Brooklyn, N.Y.....	1,500
James O. Bloss.....	New York City, N.Y.....	2,500
Albert Simon.....	Jersey City, N.Y.....	300
James H. Coe.....	Englewood, N.J.....	200

8. The said Company shall commence on the day of the filing of this Certificate, and shall terminate on the first day of December, 1932.

In witness Whereof, we have set our hands and seals this seventh day of December, 1882.

In the presence of
 JOHN A. GARVER. [L.S.]

} J. FRED. SWEASY	[L.S.]
} SAM. GWYN	[L.S.]
} JAS. O. BLOSS	[L.S.]
} ALBERT SIMON	[L.S.]
} J. H. COE,	[L.S.]

State of New York,
 City and County of New York. } S. S.

Be it remembered, that on the seventh day of December, one thousand eight hundred and eighty-two, before me, the subscriber, a Notary Public in and for the City, County and State of New York, duly commissioned, qualified and acting, personally appeared: Joseph F. Sweasy, Samuel Gwyn, James O. Bloss, Albert Simon and James H. Coe, who, I am satisfied, are the individuals named in, and who executed the within certificate; and I, having first made known to them the contents thereof, they did thereupon severally acknowledge before me that they signed and executed the same as their voluntary act and deed, for the purposes and uses therein expressed.

JOHN A. GARVER,
Notary Public, New York County.

State of New York,
 City and County of New York. } S. S.

I, William A. Butler, Clerk of the City and County of New York, and also of the Supreme Court for the said City and County (the same being a Court of Record), do hereby certify that John A. Garver, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument; and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with

the hand writing of such notary, and verily believe that the signature to the said certificate, or proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of the said Court and County, the seventh day of December, one thousand eight hundred and eighty-two.

WM. A. BUTLER, *Clerk.*

Endorsed.

Received in the office of the Clerk of the County of Bergen, on the eighth day of December, A. D., one thousand eight hundred and eighty-two, at ten a. m., and recorded in Liber H. 11 of Deeds for said County, on pages 54, &c.

SAMUEL TAYLOR, *Clerk.*

LIST OF SHAREHOLDERS of the North American Railway Contracting Company, 1st July, 1883:—

Edward A. Adams	70
James O. Bloss.....	1,955
James H. Coe.....	200
J. C. Easton.....	80
Peter Geddes	25
Samuel Gywn (in trust).....	21,267
Charles Laurier.....	70
Theodore Marrache.	122
Jeremiah Millbank.....	41
Alex. Mitchell.....	42
William Rockfeller.....	100
A. S. Shaw.....	245
Albert Simon.....	100
Joseph F. Sweasy.....	500
William Trotter	48
Julius Wadsworth	25
Edward Winslow	15
Winslow, Laurier & Co.....	95
	25,000

STATEMENT of Account of North American Railway Contracting Company:—

Cash Advances.

Western Division:—

Sundry small vouchers for supplies and labor	\$127,340 24	
Langdon, Shepard & Co.	1,118,528 73	
James Ross, Manager.	1,260,831 37	
	2,506,700 34	

Nipissing Division:—

Payment of labor and small supplies. 1,389,127 56

Lake Superior Division:—

Payment of labor and small supplies. 2,014,608 85

\$5,910,436 75

Material and supplies furnished..... \$4,164,511 65

Less material and supplies returned. 2,373,620 31

1,790,891 34

Labor furnished before date of construction contract

78,482 37

Transportation charges:—

Amounts paid out for back charges on freight	\$103,315 68	
C. P. Ry. Co.'s charges.....	1,274,970 35	
	<hr/>	1,378,286 03
Cash advanced.....		600,000 00
		<hr/>
Value of work done estimated at actual cost		\$9,758,096 49
		9,158,096 40
		<hr/>
Balance due	\$600,000 00	

For Construction Contract and Specifications see pages 52 to 61.

THIS INDENTURE, made between the Canadian Pacific Railway Company, a body corporate and politic, duly incorporated by letters patent under the Great Seal of the Dominion of Canada, acting herein by George Stephen, Esquire, the President thereof, and Charles Drinkwater, Esquire, the Secretary thereof, hereinafter called the "Railway Company;" and the North American Railway Contracting Company, a body corporate and politic, duly incorporated under the laws of the State of New Jersey, one of the United States of America, herein acting and represented by James O. Bloss, Esquire, the President thereof, and Samuel Gwyn, Esquire, the Secretary thereof, hereinafter called the "Contracting Company,"

WITNESSES:—

Whereas, on the 16th day of December, 1882, a contract was entered into between the parties hereto, for the construction of the railway of the Railway Company, upon the terms and conditions, and in manner and form as described in said contract.

And whereas, since the date of the said contract, there has been great depression and variation in the price of the stock of the Railway Company, and it was deemed advisable to make an arrangement with the Government for securing a minimum dividend upon said stock, in order to arrest its depreciation and give it stability.

And whereas the Railway Company entered into negotiations with the Government for securing such a minimum dividend, with the understanding between the parties hereto, that the extent to which the Contracting Company should contribute towards such arrangement should be adjusted by subsequent agreement.

And whereas the Railway Company has finally completed the said arrangement with the Government, which arrangement necessitates the control by the Railway Company of the entire amount of the unissued stock of the Company; and the Railway Company has been unable to agree with the Contracting Company as to the terms upon which the Contracting Company would release its claim to the balance of the stock, which it would become entitled to while carrying out the said contract; or as to the amount which the Contracting Company should contribute towards the amount paid to the Government of Canada as a consideration of the said agreement and in consequence of such inability to agree, the parties hereto have finally agreed upon cancelling the said contract.

And whereas, at the adjourned annual general meeting of the shareholders of the Contracting Company, held on Wednesday, the fourteenth day of November instant, the Directors of the said Company were authorized and empowered by the said shareholders to cancel the said contract upon such terms and conditions as the said Board of Directors should see fit.

And whereas the representatives of the parties hereto have discussed the terms upon which they would agree to cancel the said contract, and have arrived at a conclusion thereon satisfactory to the said parties.

Now, therefore, this Indenture witnesseth:

That the parties hereto have agreed, and do hereby agree, to rescind, cancel and annul the said contract, and the same is hereby rescinded, cancelled and annulled from the date thereof.

That the said Railway Company, by its employees and engineers, has been and is aware of the nature and extent of the work done by the Contracting Company under the said contract, and of the materials furnished by the said Company, and of the plant, machinery and tools procured by the said Company and now in use upon the several sections of the said railway where the said Company has been engaged in the work of construction, and has also taken communication of the sub-contracts entered into by the said Contracting Company, and of the terms and conditions thereof, a schedule of which contracts is hereto annexed, marked A; and has satisfied itself of the value of the said work, materials, plant, machinery and tools, and that the parties hereto have adjusted the amount of payments made by the Railway Company on account of the contract price mentioned in the said contract, and that they have mutually agreed upon the following terms of settlement of the said contract, viz.:

(a) Inasmuch as it appears by the books of the Railway Company that the Railway Company has advanced large amounts required to pay for work done, and in consequence thereof, that the Contracting Company is indebted to the Railway Company in the sum of six hundred thousand dollars (\$600,000), and the Contracting Company claims that it has also made certain payments for such work not included in the Company's statements, to be off set against the said claim of six hundred thousand dollars. Therefore, it is agreed that there shall be a thorough investigation, comparison and examination of the books of the two Companies, and that the claims of both parties shall thereupon be adjusted, reference being had for that purpose, if necessary, to arbitration.

(b) Upon completion of said investigation and adjustment or upon the making of an award if a reference to arbitrators should become necessary, the Contracting Company will pay to the Railway Company whatever sum may be found to be due, if any.

(c) The Contracting Company hereby assigns, transfers and sets over to the Railway Company all its right, title, and interest, in and to the said sub-contracts, and each and every of them, and the Railway Company, accepting the said transfer hereby assumes the said sub-contracts and each and every of them, and binds and obliges itself to carry out the same with the sub-contractors named therein, respectively, to the entire exoneration and discharge of said Contracting Company.

(d) The Contracting Company hereby assigns, transfers and makes over to the Railway Company the whole of its materials, plant, machinery, tools and other property, employed or used by it in connection with the work mentioned in the said contract; including all offices, office furniture, and other movable property of the Company in Canada, without any exception whatever.

(e) The Railway Company hereby undertakes and agrees to continue the employment of the various officials and employees of the Contracting Company now engaged upon the said work in Canada, according to the contracts and engagements which have been made with them by the Contracting Company, to the entire exoneration and discharge of the said Contracting Company; but the Railway Company shall not be bound to retain in its employ, any person who is so taken over by it from the Contracting Company beyond the time during which said person shall perform his duties honestly and efficiently.

(f) The said parties hereto, hereby mutually acquit and discharge each other of and from any further accounting or payment in the premises; declaring that in consideration of the performance of the above mentioned conditions, all responsibility and liability by the one to the other of them, arising from or out of the said contract, is hereby forever finally released and discharged.

(g) And the said Contracting Company hereby further constitutes the Railway Company its attorney irrevocable in the premises, with power and authority to do and carry out any act, matter, proceeding, or thing, in the name of the Contracting Company, if the Railway Company should deem it advisable so to do, but entirely at the cost and expense of the Railway Company, which hereby agrees to indemnify and hold harmless the Contracting Company against all liability incurred by reason of the use of its name as aforesaid.

In witness whereof, the parties hereto have executed these present at the times set opposite the signatures of their executive officers, respectively.

North American Railway Contracting Company,
Per J. O. BLOSS, *President*. [L. S.]
SAMUEL GWYN, *Secretary*.

Canadian Pacific Railway Company,
Per GEORGE STEPHEN, *President*. [L. S.]
C. DRINKWATER, *Secretary*.

Executed, 21st Nov., 1883.

SCHEDULE A.

LIST OF SUB-CONTRACTS.

1. LANGDON, SHEPARD & COMPANY for grading, track-laying, surfacing and bridging remaining to be done between Swift Current and Calgary.
2. HAMMOND, HENDRICKS & CRANDALL, and others, under several contracts for grading, culverts, etc., between Calgary and the summit of the Rocky Mountains, including about 150 small contracts for grading and station work.
3. DONALD GRANT, for the track-laying and bridging between Calgary and the summit of the Rocky Mountains.
4. JAMES WALKER for supplying timber and piling between Calgary and Padmore.
5. F. J. BNOBY for foundations and masonry of the Saskatchewan River Bridge.

Lake Superior Division—Port Arthur Eastward.

James S. Winton & Co., for grading, including earth and rock excavation.

J. R. Macdonnell	"	"
Dwyer & Co.	"	"
M. Brown	"	"
Conner & Maclellan	"	"
P. McLeod	"	"
Frank & Co.	"	"
John Dohmey	"	"
Grant & Co.	"	"
Marvin & Burk	"	"
J. R. Macdonnell	"	"
A. R. Macdonnell	"	"
John Graham & Co.	"	"
J. R. Macdonnell	"	"
John Wardrope	"	"
W. J. Connelly	"	including tunnelling.
P. McRae	"	"
J. R. Macdonnell	"	"
M. Brown	"	"
Winston & Co.	"	"
Jas. Isbester	"	"
McKenzie	"	"
Angus Sinclair	"	"
Dwyer, Doyle & Co.	"	"
Wm. Stoddart	"	"
Peter McLeod	"	"
Wm. C. Dobbie	"	"
R. R. Maclellan	"	"
Macdonald & Cameron	"	"
R. G. Reid	"	including tunnelling.
Wm. Blair	"	"

John Haverty, for grading, including earth and rock excavation.		
John Ryan & Co.	"	"
F. Erickson	"	"
McKay & Dwyer	"	"
D. Ogilvie	"	"
Kenneth McLeod	"	" including tunnelling.
McDonald, Cameron & Co.	"	"
John Pinkerton	"	"
Doane & Wright	"	"
D. McDonald	"	"
H. F. Donkin & Co.	"	"
Densmore & Richardson	"	"
Hugh McColl	"	"
J. J. Elliott & Co.	"	"
Hazlewood & Co.	"	"
James Barry, for masonry of bridges and culverts.		
R. G. Reid	"	"
Conner & MacLennan, for railway ties.		
Alden & Lassig, for iron superstructure of bridges.		
Edgemoor Iron Co.	"	"
Pittsburg Bridge Co.	"	"
Dean, Westbrook & Krause	"	"

THIS ARTICLE OF AGREEMENT made this first day of March, one thousand eight hundred and eighty-two, by and between the Canadian Pacific Railway Company, party of the first part, and Robert Bruce Langdon and David Chauncey Shepard, of Minnesota, under the firm name of Langdon, Shepard & Company, party of the second part.

WITNESSETH:—That the second party for and in consideration of, covenants and stipulates and agrees to and with said party of the first part, as hereinafter mentioned, promises and agrees to execute and construct and finish in every respect, in the most substantial and workmanlike manner, and to the satisfaction and acceptance of the Superintendent of Construction or the Division Engineers of the Canadian Pacific Railway Company, all the work required on that part of the Canadian Pacific Railway Company, extending from the present end of the track at Station No. 1840, west of Brandon, westerly a distance of 500 miles in doing and completing the grading, timber work, bridging (excepting truss bridges and the bridge across the Saskatchewan River) piling, track-laying, surfacing and filling track.

1. The said party of the second part agrees to commence said work in five days from the date of this instrument, and to prosecute the same, with such force and means as will, in the opinion of said Superintendent of Construction, ensure the completion of the same, on or before January 1st, 1883, to be subject at all times during the progress of said work to the directions of said Superintendent of Construction, or his Division Engineers, or party of the first part, as to the mode of doing the same, and to conform to the rules and general specifications hereunto attached and made a part of this agreement. Said second party for the consideration aforesaid, also hereby agrees not to assign or transfer this contract, or any part thereof, without the written assent of said first party, or the Superintendent of Construction, but shall constantly superintend said work in person. This, however, is not to be understood that the second party cannot perform their said work by sub-contractors under their personal superintendence.

2. Said second party also agrees not to employ any man, either as overseer or laborer on said work, who shall have been dismissed from any other work, for bad workmanship, intemperance or disorderly conduct, but shall, whenever directed by said Superintendent of Construction or his Division Engineer, dismiss any and every person who is disorderly, intemperate, quarrelsome, unfaithful or unskillful.

3. Said second party also hereby agrees to conform in all respects to the directions and instructions of said Superintendent of Construction, or his Division Engineers, or party of the first part, relative to said work, and shall progress with the same at such time or times, in such manner and at such particular points on the line of said work as said Superintendent of Construction, or his Division Engineers, shall direct.

4. It is mutually agreed between said parties, that to prevent all disputes and misunderstandings between them in relation to any of the stipulations contained in this agreement, or their performance, by either of said parties, that the said Superintendent of Construction shall be and hereby is made an umpire to decide all matters arising or growing out of this contract between them.

5. It is further mutually agreed between said parties that if said second party shall, in the opinion of the first party, or its Superintendent of Construction, have failed or refused to comply with any of the stipulations contained in this contract to be performed by said second party, said first party shall have a right to cancel this contract and declare the same void, in which event said second party shall have no claim on said first party for damages, compensation or percentage retained by said first party, as hereinafter stated, either for material or work; but said first party shall have a right to take possession of and hold said material and work absolutely, and shall be absolved as entirely and completely from this contract as if the same had never been made.

6. It is further mutually agreed and understood that if said second party shall at any time neglect or refuse to progress with the work as fast as in the opinion of the Superintendent of Construction, or party of the first part (communicated in writing to said second party), may be necessary for the completion by the time specified herein, then first party may declare this contract abandoned, and the amount which shall have been retained at the time out of the monthly estimates which have become due at the completion of the contract shall be forfeited to said first party, or said first party may, at their option, employ other parties to execute any part of the work, and charge the cost of the same to the said second party, to be deducted out of such retained percentage, or out of any payment that shall have become due on any former estimates, or that may become due on any subsequent estimates; and in the event of the first party employing other parties to execute the work, as aforesaid, the first party shall not be considered agents of the second party.

7. It is further mutually agreed between said parties, that said first party, whenever in their opinion, it may be necessary to secure to the laborers employed by said second party, their wages, is hereby authorized to pay such laborers the amount due them in the same manner said second party is to be paid, and their receipts shall be deducted from the amount which may be payable to said second party.

8. It is mutually agreed between said parties, that whenever, in the opinion of the said first party, it may be necessary to stop any of the work or to diminish the force employed, said first party shall have the right to do so, and the party of the second part shall have no claim for damages, but shall immediately stop the work or diminish the force, as the first party may direct; but said first party shall pay to said second party all actual expenses incurred up to the time when work is stopped or force diminished.

9. The location of any portion of the road, slopes of excavations, embankments and ditches, the length of sections, the grades or width of the road-bed may be altered whenever the Superintendent of Construction shall consider such alteration necessary and expedient; but such alteration shall not be allowed as a reason for any claim for extra compensation, and it is expressly agreed by the parties hereto, that the price to be paid per yard shall cover the rest of any such change that may operate to the disadvantage of the contractor, and he shall have the benefit of any alteration that may operate in his favor.

10. It is further mutually agreed between said parties, that the party of the second party shall deposit all excavations upon the road in embankments where

embankments are needed, within an extreme haul of 1,000 feet, according to the direction of the party of the first part, or that of the Superintendent of Construction, or his Division Engineers, and the party of the second part shall be paid, in such cases, for the excavation only at the rates and prices hereinafter mentioned.

11. It is moreover mutually agreed between said parties that the party of the second part shall deposit all surplus excavations not needed, as embankments in such place or places as the party of the first part, or the Superintendent of Construction, or his Division Engineers, may direct, not less than six feet from the slope stakes.

12. It is further mutually agreed between said parties that the party of the second part shall take all borrowed earth for embankments from such place or places as the party of the first part, or the Superintendent of Construction, or his Division Engineers, having charge of said road, may direct, not nearer than three feet from the slope stakes, and said material shall be measured in embankment, and paid for only at embankment prices as hereinafter mentioned.

13. It is further mutually agreed between said parties, that the excavations for creek beds or ditches, or for changing water courses, or for highways, shall be deposited in the embankments where embankments are needed and estimated and paid for as embankments only, but where embankments are not needed, such excavations shall be estimated and paid for as excavations.

14. It is further mutually agreed between said parties that when any work under this agreement shall be done by said second party at the request of said Superintendent of Construction, or his Division Engineers, and for which no price is specified, said second party shall be entitled to a price to be fixed and determined by the said Superintendent of Construction.

15. It is further mutually agreed between said parties, that if the said second party shall execute any part of said work defectively, and if such imperfection shall not be of sufficient magnitude to require, in the opinion of said Superintendent of Construction, or his Division Engineers, the taking up and rebuilding of such imperfect part, the said Superintendent of Construction shall have power, and he is hereby authorized to make any reduction he may think proper from the stipulated price for such work, or he may, in his discretion, require the work to be removed and re-built at the cost and expense of the second party.

16. It is further agreed between the parties to this contract, that any stone found in the cuts suitable for masonry on said railway, on the work embraced in said contract, shall be hauled out of the same and deposited at such points as said party of the first part may direct to be reserved for that purpose.

17. And the said first party, in consideration of the fulfilment and performance of all the stipulations contained in this contract by said second party, to be by said second party fulfilled and performed, and when ever said work shall have been, in the opinion of the Superintendent of Construction, completely finished in every respect, and performed agreeably to the various stipulations and specifications of this agreement, and the said Superintendent of Construction shall have furnished to said first party a certificate of the fact under his hand, together with his estimate of the various kinds of work done by said second party under this agreement, which estimate shall be a condition precedent to payment, and shall be final and conclusive between the parties hereto, will pay to said second party, their heirs or legal representatives, within ten days after said certificate and estimate shall have been furnished by said Superintendent of Construction, the sum which may be due under this contract agreeably to said estimate, at the following rates and prices:—

Earth excavation, 200 feet haul and under, per cubic yard ...	\$	0	27
Embankment do do do ...		0	27
Earth excavation, over 200 feet and up to 1,000 do ...		0	35
Embankment do do do ...		0	35
Loose rock excavation do ...		0	75
Solid do do ...		1	50

Clearing, 100 feet wide, per mile, at estimate of Superintendent of Construction.	
Close chopping additional, to clearing, per 100 feet, at estimate of Superintendent of Construction.	
Grubbing, per square yard, at estimate of Superintendent of Construction.	
Timber and plant, in work, material and iron for same, to be furnished by Railway Company, and loaded by second party at supply points at or west of Flat Creek, per M. feet B.M.	20 00
Piling driven.—Material and iron for same to be furnished by Railway Company and loaded by second party at supply points at or west of Flat Creek, per lineal foot..	0 30
Track-laying to sub-grade.—Materials to be furnished by Railway Company and delivered to second party on cars at convenient sidings near end of track and forwarded to end of track as needed, under direction of second party, from last siding to end of track, but at expense of Railway Company, all temporary sidings required by first party included, per mile	375 00
Surfacing and filling in track west of Station No. 4667, west from Brandon, per mile.....	<u>350 00</u>

18. Boarding and supply cars for track-laying and surfacing gangs shall be furnished by the Railway Company.

19. As to that portion of the railway embraced in this agreement lying west of the crossing of Moose Jaw Creek, the said first party agrees to pay to the said second party for all hardpan, blue clay, cemented gravel, cemented clay and gravel, quicksand and loose sand rock, slate and shale, requiring to be excavated with picks, which may be met with in prosecuting the work, their relative value as compared with the prices herein agreed upon for common earthwork, and in lieu of such prices, such relative value to be fixed by the Superintendent of Construction.

20. The said second party hereby agrees to receive from the first party such supplies and tools provided by first party as said second party may need in prosecuting the work, and pay for the same the cost thereof.

21. The said first party hereby agrees to give to said second party, free of charge, transportation over all the lines of the Canadian Pacific Railway, going and returning, for all men, teams, supplies, materials and tools used or to be used in the work, and also on the written request of said second party, to pay all duties to the Dominion Government on horses, mules and work-oxen brought from the United States to be used on the works, and charge the same in account to the second party, and credit back to said second party the duties so charged on such stock as shall be returned to the United States on or before the completion of the work embraced in this contract, the balance of this account to be adjusted and paid by said second party at the date of final settlement under this agreement.

22. Said first party hereby agrees to accept the work as fast as completed according to the terms of this agreement, up to the date when frost shall intervene to prevent the surfacing and filling of the track (provided, however, that said surfacing and filling shall be at all times completed to within twenty miles of the end of the track), and after that date to accept the same as fast as the track shall be laid, but said second party shall complete said surfacing as soon as practicable after the frost shall leave the ground.

23. It is further mutually agreed that the earthwork and surfacing and filling of track remaining to be done on the abandoned contracts of 1881, west of Flat Creek, is not embraced in the earthwork and surfacing and filling of track herein contracted for, but said second party is to do the same at actual cost, with ten per cent. added.

24. Said party of the first part agrees that monthly estimates shall be made, on or about the last day of each month, for the work done during that month, at the prices herein agreed upon, and shall be paid to said second party on or about the tenth of the ensuing month, less ten per cent., which may be retained by said first party until the completion of the work, except as hereinafter provided, viz.:—Dating from the commencement of track, laying westward from Station No. 4667, west from Brandon; whenever and as often as said second party shall lay seventy-five miles or more of track in any month they shall be entitled to receive full payment for all work upon such seventy-five miles or more of road and track and no percentage shall be withheld. Should said second party fail to lay seventy-five miles of track in any month, they shall receive only the usual monthly estimate, with ten per cent. retained; but should the average at any time be brought up to seventy-five miles per month from the date of commencement, then at the next ensuing monthly payment said second party shall be paid in full for the entire work on the line over which track shall be laid. Should said second party fail to lay seventy-five miles of track in any month and the first party be in default in furnishing material or transportation, or in any other way preventing the laying of seventy-five miles of track within the month, then and in that case the said second party shall be entitled to full payment for the work on said seventy-five miles of road and track at the next regular pay day after the seventy-five miles of track shall be laid, and without regard to the time occupied in laying the same.

25. All work performed by said second party between Flat Creek and Station No. 4667, west of Brandon, it is mutually agreed shall be estimated and paid for in full without deduction monthly as the work progresses.

26. The said first party hereby agrees to indemnify and hold harmless the said second party and their sub-contractors, servants and employees, as against raids or attacks by Indians on their property while engaged in the prosecution of the work embraced in this contract, and agrees to furnish, at all times, such protection as may be necessary to enable said second party to prosecute the work with a reasonable certainty of safety to persons and property in their employment.

SPECIFICATIONS FOR THE WORK EMBRACED IN THIS AGREEMENT.

Grading.

1. Under the head of excavation shall be included all excavations required for the formation of a road-bed for a single track and turnouts, and for the preparation of depot grounds, sites for water stations, &c., which shall be required by the Superintendent of Construction, the digging of all ditches, cutting new channels for streams, preparing foundations, the altering of all highways or private roads, and all excavations in any way connected with or incidental to the construction of the railroad and the expense of hauling and depositing the same in embankments wherever required.

2. Under the head of embankment shall be included all embankments for any of the purposes mentioned in the first specification not formed from excavations taken from the prism of the road, or other necessary excavations.

3. The ground set apart for the railroad must be cleared, close chopped, and grubbed, as directed by the Superintendent of Construction or his Division Engineers.

4. All grading shall be done and estimated by the cubic yard, measured in the excavation, except material borrowed for embankment, which shall be measured in embankment, and shall be comprised under three heads, viz.: Earth, loose rock and solid rock. Loose rock shall include all detached masses of rock or boulders measuring not less than one-half of a cubic yard, and all slate and shale in place, which can be removed without blasting, although blasting may be occasionally resorted to; also, in all cases, in excavations other than borrow-pits, where boulders shall be intermixed with earth in such quantities as to interfere materially with doing the work by the use of ploughs, scrapers and shovels, and in the usual manner such boulders, without regard to size, shall be considered and estimated as loose rock, but such boulders shall, when so directed by the Superintendent of Construction or his Division

Engineers, be deposited in the berm of the excavation, where the same may be conveniently loaded on cars.

Solid rock—Shall include all rock in place and boulders measuring one cubic yard and upwards, in removing which it is necessary to resort to drilling and blasting.

Earth—All other materials of whatever nature (excepting such as are classified in the body of this agreement in section number nineteen) to be estimated and paid for at prices to be fixed by the Superintendent of Construction, shall be considered and estimated as earth.

5. The width of the road at the grade line and the side slopes shall be as the Superintendent of Construction may direct.

6. All the excavations shall, if required, be taken or hauled into the nearest embankments, an extreme distance of 1,000 feet.

7. Contractors, when directed by the Superintendent of Construction or his Division Engineers, shall deposit on the side of the road, or at such convenient points as may be designated, any stone or rock that they may excavate, and if, in so doing, they shall deposit material required for embankment, the additional number of cubic yards of excavation required in forming such embankment will be allowed and paid for; all stone or rock excavated and deposited as above, together with all timber removed from the line of the road, shall be the property of the Railway Company.

8. The roadway and works connected therewith being made of the materials, and in the manner above specified, the prices stipulated for excavation or embankment shall be the total price for excavating, removing and depositing all the material and the building of all temporary roads and bridges.

Timber Structures.

9. All timber structures shall be built in conformity with plans to be furnished from time to time by the engineer in charge of the work.

Piling.

10. Piling shall be driven of such lengths and number and to such depths and at such points as shall be designated by the engineer in charge of the work. The contractors are to put in the work all iron required in timber work and piling (and furnished by the Railway Company) without charge, the price being included in the prices for timber work and piling.

Track-Laying.

11. The track to be laid on the finished sub-grade with square joints or otherwise, as may be directed by the Engineer in charge, and the rails to be cut when required. The track to be levelled up and well lined, so as to be safe for the passage of trains at a reasonable rate of speed, in transporting material, and so that the rails may not be injured by the passage of trains before the track is properly surfaced; all rails to be curved before laying, for curves sharper than two degrees.

Surfacing and Filling Track.

12. After the track shall have been laid to sub-grade, all inequalities in the surface shall be removed, by raising the lower portions, by placing earth under the cross-ties, so as to form a smooth and even surface throughout. The track shall then be accurately lined. After lining the track, the whole shall be filled in to a height two inches above the cross-ties at the centre line, and well tamped under and around the cross-ties with earth taken from the shoulders of the embankment, or from the slopes of the cuts. When completed, the earth filling between and about the cross-ties will show in cross-section two inches above the cross-ties at the centre, running thence in a rounding slope to the bottom of the cross ties at the end, and from thence, with a continued flattened slope, to intersect the slope of the embankment or of the side-ditch in excavation.

GENERAL SPECIFICATION.

13. A more full explanation of the form and dimensions of materials and parts, and of the manner of constructing the work in all its details, and plans, will be furnished by the Superintendent of Construction, who will also give such directions from time to time, during the progress of the work, as may appear to him necessary and proper, in order to make the work complete and perfect on the plan contemplated. The above specifications, and said plans and directions, shall in every respect be complied with.

14. All directions and instructions given by Division Engineers, Inspectors, or other persons appointed by the party of the first part, or their Superintendent of Construction, during the construction of the work covered by this contract, shall be fully and implicitly followed and carried out.

15. Any omission to disapprove of the work by the Superintendent of Construction at the time of a monthly or other estimate being made, shall not be construed to be an acceptance of any defective work.

16. No charge shall be made by the contractors for hindrances or delay from any cause in the progress of any portion of the work in this contract, but it may entitle them to an extension of the time allowed for completing this work, sufficient to compensate for the detention, to be determined by the Superintendent of Construction, provided they shall give the Engineer in charge immediate notice of the cause of the detention.

17. Nor shall any claim be allowed for extra work, unless the same shall be done in pursuance of a written order from the Superintendent of Construction, and the claim made at the first estimate after the work was executed, unless the Superintendent of Construction at his discretion should direct the claim or such part of it as he may deem just and equitable to be allowed.

18. Contractors shall commence their work at such points as the Superintendent of Construction may direct, and shall conform to his directions as to the order of time in which different parts of the work shall be done, as well as the force required to complete the work at the time specified in the contract.

In witness thereof the party of the first part, by its General Manager, and the party of the second part have signed this article of agreement the day, and year, first above written.

Canadian Pacific Railway Company,

By WILLIAM C. VAN HORNE, *General Manager*.
 ROBERT B. LANGDON,
 DAVID C. SHEPARD,
 LANGDON, SHEPARD & CO.

RETURN

(317)

To an ADDRESS of the HOUSE of COMMONS, dated 24th January, 1884;—For Correspondence between the Government and the Canadian Pacific Railway Company, or any other Railway Company, with regard to the opening of the Union Jacques Cartier Railway.

By Command,

CHARLES TUPPER, *for Secretary of State*.

Department of the Secretary of State,
 6th February, 1884.

JACQUES CARTIER UNION RAILWAY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 10th October, 1883.

SIR,—I herewith enclose you a copy of plan showing the junction proposed to be made with the Canadian Pacific Railway, near Sault au Recollet, and to make application for permission of the Railway Committee for this to be done.

The railway is being constructed under the charter obtained from the Provincial Parliament of Quebec, 43 and 44 Vic., cap. 50, 1880.

As it is very important this line should be completed, and the connection made before the winter, I shall be glad of the approval of the Committee at as early a date as possible for the work to be proceeded with.

Your obedient servant,

W. WAINWRIGHT, *Vice-President*.

T. TRUDEAU, Sec. Railway Committee of Privy Council.

OTTAWA, 11th October, 1883.

SIR,—I beg to acknowledge the receipt of your letter of the 10th inst., enclosing a plan showing the junction proposed to be made by your Company with the Canadian Pacific Railway, near Sault au Recollet, and making application for permission of the Railway Committee to effect that purpose.

I have to draw your attention to the 16th sub-section of section 7 of the Consolidated Railway Act of 1879, which requires that notice in writing of the application to the Railway Committee of the Privy Council, for approval of the mode of crossing, union or intersection proposed, shall be given to the Railway Company affected; and I am further directed to say that the Railway Committee, on being informed that you have given the required notice to the Canadian Pacific Railway Company, and receiving a copy thereof, will appoint a time when all parties concerned in this matter will be heard, and the case taken fully into their consideration.

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

T. TRUDEAU, *Sec. Railway Committee of Privy Council*.

W. WAINWRIGHT, Vice-President Jacques Cartier Union Railway Co., Montreal.

MONTREAL, 11th October, 1883.

MY DEAR SIR,—Thanks for your message. I wired you that I advised the other Railway Company of our application, and I send you herewith copy of the letter I addressed to Mr. Van Horne on the subject.

Yours faithfully,

W. WAINWRIGHT.

C. SCHREIBER, Ottawa.

JACQUES CARTIER UNION RAILWAY,
OFFICE OF THE VICE-PRESIDENT, MONTREAL, 10th October, 1883.

DEAR SIR,—I received your letter in due course, in regard to the connection desired by this Company with your railway, at a point near Sault au Recollet, in which you stated that the matter was under consideration, and you would give me an answer in a few days.

Not having heard from you, and the time being short for doing the work, I have, in accordance with the Railway Act, made application to the Committee of the Privy Council for the necessary permission to put in this connection according to the plan prepared by our engineer, a copy of which I have pleasure to send you herewith, for your information.

Yours truly,

W. WAINWRIGHT, *Vice-President and General Manager*.

W. C. VAN HORNE, Canadian Pacific Railway, Montreal.

JACQUES CARTIER UNION RAILWAY,
OFFICE OF THE VICE-PRESIDENT, MONTREAL, 10th October, 1883.

MY DEAR SIR,—I have to day addressed the Railway Committee of the Privy Council on the subject of the connection desired between this railway and the Canadian Pacific.

As time is pressing, I shall be much obliged if you will help me in getting this matter before the Committee as early as possible, in order that the necessary permission may be obtained to put in this connection.

Yours faithfully,

W. WAINWRIGHT, *Vice-President.*

C. SCHREIBER, Ottawa.

OTTAWA, 17th October, 1883.

SIR,—Since addressing you on the 11th inst., on the subject of the proposed connection between your Railway and the Canadian Pacific Railway near Sault au Recollet, your letter of the same date has come to hand, transmitting copy of a communication forwarded by you to the General Manager of the Canadian Pacific Railway, informing him of the intention of the Jacques Cartier Union Railway Company, to make application to the Railway Committee as therein set forth. I am now to notify you that the Railway Committee has been pleased to appoint Wednesday, the 24th day of October inst., at 2 p. m., for hearing all parties concerned in the office of the Minister of Railways and Canals, Ottawa. I am to add, however, that there would be no objection to an earlier attendance before the Committee if the Companies can arrange it so between themselves; but it would be necessary that the Committee should receive due notice of the date fixed upon.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary Railway Committee, P. C.*

W. WAINWRIGHT, Esq., Vice-President
Jacques Cartier Union Railway Company, Montreal.

OTTAWA, 17th October, 1883.

SIR,—I am directed to inform you that the Railway Committee of the Privy Council have appointed Wednesday, the 24th day of October inst., at 2 p. m., for the hearing of an application made by the Jacques Cartier Union Railway Company, for approval of the proposed mode of connection between that Company's line and the Canadian Pacific Railway near Sault au Recollet. Mr. Wainwright, the Vice-President of the said Company, has been notified that should it suit the Companies to appear before the Committee at a date anterior to the above, there would be no objection thereto on the part of the Committee, but the Committee should receive due notice of the date fixed upon.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary Railway Committee, P. C.*

P.S.—The Committee will sit in the office of the Minister of Railways and Canals, Ottawa.

CHARLES DRINKWATER, Secretary Canadian Pacific Railway, Montreal.

JACQUES CARTIER UNION RAILWAY COMPANY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 12th October, 1883.

SIR,—In acknowledging receipt of your letter concerning the connection between the railway and the Canadian Pacific, I beg to thank you for the kind attention you have given to this matter, and to enclose you herewith copy of a letter I addressed on behalf of this Company to the General Manager of the Canadian Pacific, in accordance with the Act to which you refer.

I shall be much obliged if you will have the matter attended to as speedily as possible, as we are desirous of having this connection put in before bad weather sets in.

I am, Sir, your obedient servant,
W. WAINWRIGHT, *Vice-President.*

T. TRUDEAU, Secretary Railway Committee of Privy Council.

JACQUES CARTIER UNION RAILWAY COMPANY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 10th October, 1883.

DEAR SIR,—I received your letter in due course, in regard to the connection desired by this Company with your railway, at a point near Sault au Recollet, in which you stated that the matter was under consideration and you would give me an answer in a few days.

Not having heard from you, and the time being short for doing the work, I have, in accordance with the Railway Act, made application to the Committee of the Privy Council for the necessary permission to put in this connection, according to the plan prepared by our engineer, a copy of which I have pleasure to send you herewith for your information.

Yours truly,
W. WAINWRIGHT, *Vice-President and General Manager.*

W. C. VAN HORNE, General Manager Canadian Pacific Railway, Montreal.

Re Jacques Cartier Union Railway Company.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 5th October, 1883.

DEAR SIR,—Replying to your memo. of the 4th inst., should it be decided to consent to the application of this Company for a connection with us at the point indicated by their plan, it will be necessary to place two semaphores on the line of the Canadian Pacific Railway, east and west of the junction, and one semaphore, at the option of the Canada Junction Railway Company, on the line of the Jacques Cartier Railway, south of the junction, also to place an operator and switchman there.

The expense of putting up these semaphores, the placing of the necessary frog and switch, the construction of fences, the erection of a building for the staff employed there and the maintenance of same, together with the wages of the staff at that point, should be borne by the Jacques Cartier Railway Company.

The work, however, should be done and the men engaged by and subject to the rules of this Company.

JACQUES CARTIER UNION RAILWAY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 18th October, 1883.

SIR,—I have the honor to acknowledge receipt of your favor of the 17th inst., fixing Wednesday, the 24th, at 2 p.m., to hear evidence in regard to the connection of this Company's railway with the Canadian Pacific.

The representatives of this Company will be in attendance accordingly, as I have failed to get the Canadian Pacific Company to agree upon any date whatever.

Your obedient servant,
W. WAINWRIGHT, *Vice-President.*

T. TRUDEAU, Secretary Railway Committee Privy Council.

Circular No. 1705.

To the President of the Canadian Pacific Railway Company :

You are required to take notice that at a meeting of the Railway Committee of the Privy Council, held on the 24th inst., for the consideration of an application made by the Jacques Cartier Union Railway Company for the approval of certain proposed connections of their line with the line of the Canadian Pacific Railway

Company, as shown on a plan then submitted, the Committee, after due consideration of the arguments in the case, have determined, and it is hereby ordered, that of the two connections, the one going east and the other west, shown on the said plan, one only, that, namely, going west, in the direction of St. Martins, shall be constructed, approval thereto being given on the following conditions:

1st. That two semaphores be placed on the line of the Canadian Pacific Railway, one east and the other west of the point of connection, and another semaphore at the option of the Jacques Cartier Union Railway Company, on the line of that Railway, south of the point of connection; also, that an operator, who shall also act as switchman, be stationed on the line of the Canadian Pacific Railway for the operation of the semaphores and switches, under the direction of the Canadian Pacific Railway Company.

2nd. That the expense of putting up these semaphores, of placing the necessary frogs and switches, of the construction of fences, of the erection of a building for the staff employed there and the maintenance of the same, together with the wages of the staff at this point, shall be borne by the Jacques Cartier Union Railway Company, the work, however, being done and the men being engaged by and subject to the rules of the Canadian Pacific Railway Company.

J. H. POPE, *Chairman Railway Committee.*
T. TRUDEAU, *Secretary Railway Committee.*

OTTAWA, 26th October, 1883.

N.B.—Copy of this circular sent to the President of the Jacques Cartier Union Railway.

MONTREAL, 8th December, 1883.

DEAR SIR,—The Jacques Cartier Union Railway is now ready for Government Inspection, and I shall be very much obliged if you can arrange for Mr. Ridout or such officer as you may appoint to fix some day next week to go over the line. Saturday would be a desirable day, if it can be so arranged.

Yours truly,

WM. WAINWRIGHT, *Vice-President.*

A. P. BRADLEY, *Secretary Railways and Canals.*

OTTAWA, 12th December, 1883.

SIR,—Instructions go by this mail to inspect Jacques Cartier Union Railway on Saturday.

A. P. BRADLEY.

THOMAS RIDOUT, *St. Lawrence Hall, Montreal.*

OTTAWA, 12th December, 1883.

SIR,—Mr. Ridout instructed to inspect Jacques Cartier Railway. He will be at St. Lawrence Hall this evening.

A. P. BRADLEY.

W. WAINWRIGHT, *Montreal.*

OTTAWA, 12th December, 1883.

SIR,—The Jacques Cartier Union Railway Company having notified the Department, as per accompanying letter, that their road is ready for inspection, I am to request that you will be pleased to proceed to inspect the same as soon as convenient.

I write this in confirmation of my telegram of this date.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

THOMAS RIDOUT, *C.E., St. Lawrence Hall, Montreal.*

OTTAWA, 18th December, 1883.

SIR,—I have the honor to report that, in obedience to instructions, I inspected, on the 15th inst., the Jacques Cartier Union Railway.

This line leaves the Grand Trunk Railway at about $7\frac{1}{2}$ miles west of the Bonaventure station and connects with the Canadian Pacific Railway at a point $1\frac{1}{2}$ miles south of the Sault au Recollet, having a length between these two points of $6\frac{1}{2}$ miles. It passes over a level country.

The allignment is as follows:—

	Miles.
Straight line.....	5·84
Curves of 5,730 ft. radius..	0·23
do 800 do	0·46
Total	<u>6·53</u>

The latter curves being at the junctions with the Grand Trunk and Canadian Pacific Railways.

The gradients are generally very easy, the steepest ascending north being 26·40 feet per mile, the steepest ascending south being 50 feet per mile. These maximum gradients are of only a short distance.

The road-bed is for the most part on embankments well elevated above the general surface and thoroughly drained.

There are no bridges on this line. The box and open culverts and cattle guards are of timber of substantial character.

Three public roads are crossed on the level, the crossings being in good condition.

The line is fenced throughout. The permanent way is laid with steel rails and good ties, and has received one lift of ballast of 6 inches under the ties. The ballasting is to be completed early next spring.

There will be one station at the village of St. Laurent.

The signals and connections with the Grand Trunk and Pacific Railways are complete and efficient.

I beg, therefore, to report that, in my opinion, this line of railway is in good and safe condition for the conveyance of passengers.

I am, Sir, your obedient servant.

THOMAS RIDOUT.

T. TRUDEAU, Secretary, Railway Committee, Privy Council.

OTTAWA, 21st December, 1883.

SIR,—An inspection of the Jacques Cartier Union Railway having been made on the 15th inst., I have the honor, by direction, to transmit herewith a copy of the inspecting Engineer's report thereon, for your information.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary*.

W. WAINWRIGHT, Vice-President,
Jacques Cartier Union Railway Company, Montreal.

NORTH SHORE RAILWAY,

GENERAL MANAGER'S OFFICE, OTTAWA, 21st December, 1883.

SIR,—This Company has lately completed a link of railway between Lachine Bank, on the Grand Trunk, and a point on the Canadian Pacific Railway, about 1 mile east of Sault au Recollet Station. The line has been built under a charter granted to the Jacques Cartier Union Company, and is about 7 miles in length. The object in building the railway on the part of the North Shore Company was to give unbroken connection between Quebec and other places on the north shore of the St. Lawrence, with the Grand Trunk Railway, in order to provide for that district

transportation to and from the west, south and east, without breaking bulk—the North Shore Company, or as was called, the eastern section of the Q. M. O. & O. Railway, was accorded, by the Parliament of Quebec on the sale of the western section to the Canadian Pacific Railway, equal rights over that portion of the railway between St. Martin's Junction and Montreal, 13 miles. The North Shore desire to avail themselves of such rights to put up and take in traffic at the junction with the Jacques Cartier Railway, 4 miles, which they propose to do with their own engines and staff, under the powers it is contended they possess of hauling traffic "to and from Montreal, or any intervening point," between that terminus and St Martin's Junction. The Canadian Pacific Company deny the North Shore Company this right, and claim that foreign traffic to and from North Shore points, and the Jacques Cartier line cannot be hauled by the trains of the North Shore Company. In the meantime traffic of a perishable nature is now waiting at Jacques Cartier Junction, destined for Quebec, and I seek the intervention of the Railway Committee of the Council in order that the rights of the North Shore Company may be established. It is, of course, understood that the North Shore Company does not claim any right to handle traffic of a local character between local stations on the Canadian Pacific Railway, but simply that passing to and from points on the system of the North Shore.

I am, Sir, your obedient servant,

W. WAINWRIGHT, *General Manager.*

SIR CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 21st December, 1883.

TO GEO. STEPHEN, Esq.:

CAN you not allow Grand Trunk Railway Company to run between Jacques Cartier Branch and St. Martin's Junction, without prejudice to your rights, until settlement is arrived at.

CHARLES TUPPER.

From Montreal to Sir Charles Tupper.

OTTAWA, 21st December, 1883.

Message received. We have already expressed our willingness to haul traffic of Jacques Cartier Union Railway to and from St. Martin's Junction at a nominal rate, but deny their right to handle business over our track in any other way, and can't permit it without decided prejudice to our interests. What they ask is unreasonable. There need be no delay to their traffic, and their attempt to make it appear that public interests are suffering is simply humbug.

GEO. STEPHEN.

MONTREAL, 10th January, 1884.

Please order certified copy of Railway Committee of Privy Council permission to Jacques Cartier Union Railway Company to construct switch, connecting with Pacific, sent us by mail to-night. Extremely important and pressing.

LACOSTE & GLOBENSKY.

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

MONTREAL, 21st December, 1883.

Since I saw you, have messages of important perishable freight for Quebec waiting at Jacques Cartier Junction to be lifted. Hope Council arranged for, at least temporary, arrangements to exercise powers pending any definite agreement with Pacific.

W. WAINWRIGHT.

Sir CHARLES TUPPER, Russell House.

OTTAWA, 10th January, 1884.

GENTLEMEN,—As requested in your telegram of this date, I have the honor to transmit herewith a certified copy of an order of the Railway Committee of the Privy Council, approving of the connection proposed to be made between the line of the Jacques Cartier Union Railway Company and the Canadian Pacific Railway Company's track, in the manner and upon the conditions therein set forth.

I am, Gentlemen, your obedient servant,
A. P. BRADLEY, *Secretary.*

MESSRS. LACOSTE & GLOBENSKY.

To this last letter, a copy of the circular numbered 1705 in the letter book, is added.

OTTAWA, 10th January, 1884.

Under authority of the Act of Parliament of Canada, 42 Vic., cap. 7, sec. 9, I certify that the foregoing is a true copy of an order of the Railway Committee of the Privy Council, dated 26th October, 1883, directed to the President of the Jacques Cartier Union Railway Company, which is in my custody as Secretary of the Department of Railways and Canals of Canada.

A. P. BRADLEY, *Secretary Railways and Canals.*

GRAND TRUNK RAILWAY OF CANADA,
GENERAL MANAGER'S OFFICE, MONTREAL, 25th January, 1884.

MY DEAR SIR,—I was a little surprised this morning to read in the Montreal papers the report of a speech delivered by you in the House of Commons yesterday, on the matter of the dispute between the North Shore Railway, the Jacques Cartier Railway Company and the Canadian Pacific. I attach hereto the report of your speech, cut from the Montreal *Gazette*.

Either the reporter must have made a mistake or you must have fallen into some error in regard to the matter. I have not made any applications to the Government on this question, nor have I authorized any one on behalf of the Grand Trunk Railway Company to do so, and I am entirely unaware of any application having been made to the Government to grant to the Grand Trunk Company running powers on or over any portion of the Canadian Pacific Railway. I can hardly think that anyone would fall into the error of supposing that the Government had the power to grant any such privilege.

I may say to you that the Grand Trunk Company have not proposed to, and have no intention of working the Jacques Cartier Railway.

I am, dear Sir, yours very faithfully,
J. HICKSON, *General Manager.*

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

“THE UNION JACQUES CARTIER RAILWAY.

“Mr. Houde, in moving for correspondence exchanged between the Government and the Canadian Pacific Railway Company, and any other railway company, with regard to the opening of the Union Jacques Cartier Railway, said that when the Union Jacques Cartier Railway was opened the people of the city of Quebec and the country between that city, on the north shore of the St. Lawrence, and Montreal particularly, rejoiced, because it was for them the beginning of an era of through traffic with the west and the United States in all seasons of the year. But a few days later the Canadian Pacific Railway cut of all connection between the North Shore Railway and the Union Jacques Cartier Railway, the consequence of which was that an appeal was made to the Government for their interference in the public interest, and he made this motion in order that the nature of that appeal might be made known to this House and to the public generally. The case being now before the courts, he did not wish to say anything to prejudice it, but he might be allowed to

allude to the great injury done to many business men and farmers owing to the Canadian Pacific Railway causing traffic to be stopped on the Union Jacques Cartier Railway. The result was that the merchants of Quebec could not have their flour or produce from the west shipped through to them, and people between Three Rivers and Montreal could not have their cars shipped through to New England, their usual market, which caused much annoyance, and in several cases, to his own personal knowledge, heavy losses. It seemed to him, therefore, that the Government would be only acting justly and legitimately in pressing the Canadian Pacific Railway, over which they were supposed to have some influence, to a reasonable compromise. For instance, an arrangement might be arrived at by which the cars of the Union Jacques Cartier Railway could be carried by the Canadian Pacific Railway and a record kept of the numbers so carried, and they could wait for judicial authorities, who were considering the case, to decide finally as to the rate. The other parties, he believed, would consent to such a proposition, and he therefore hoped that the Government would see their way clear to interfere, with the public interest in view and with the shortest possible delay.

“ Mr. Girouard (Jacques Cartier) said that this was a matter of vital importance to his county, and great inconvenience as well as loss had resulted in the cars of the Union Jacques Cartier Railway not being allowed to run over the Canadian Pacific. The Union Jacques Cartier Railway contended that they had running powers over the Canadian Pacific, while the latter held a contrary opinion. He did not wish to say one word either for or against either contention, but they must remember that the Canadian Pacific Railway was in reality a national highway, and he thought, therefore, that they should allow these trains to pass over their road, leaving to the courts to determine the rate to be paid. He did not know whether Parliament had jurisdiction in the matter, but whether they had or not, he hoped that the Canadian Pacific would see the propriety of allowing the trains to go over their road, and let the question of the rate to be paid be settled afterwards.

“ Sir Charles Tupper said there would be no objection to bringing down any correspondence in the hands of the Government. It was extremely unfortunate that the difficulty should have arisen, and that the trade of that very important section of country should have been so materially interfered with. It was purely a question between the two companies concerned, the Grand Trunk Railway and the Canadian Pacific. The Grand Trunk Railway had communicated with him, pointing out that they were unable to carry out their contracts for through traffic, owing to their inability to run over a portion of the road owned and built by the Canadian Pacific Railway, and he immediately referred the matter to the Minister of Justice, to see whether the Government could interfere in the matter. The Minister of Justice held that only Parliament was in a position to give running powers to any one railway company to run over the line of an another company, and that neither the Government nor the Railway Committee of the Privy Council could do so. Having received this answer, he used his best efforts with the Canadian Pacific Railway, by suggesting that there should be no interruption. A statement was received to the effect that the Canadian Pacific Railway were quite prepared to allow this traffic over their line, but for their own protection they required that the other parties should agree to pay them a certain rate for the cars passing over their road. They did not wish to obstruct the traffic in any way, but they must protect the legal rights which they enjoyed. He (Sir Charles) was sorry that the companies concerned could not have found some means for an amicable arrangement, until the question was finally determined by the courts, but the only power that, under the circumstances, could deal with the matter, was this Parliament.

“ The motion was carried.”

NORTH SHORE RAILWAY,
GENERAL MANAGER'S OFFICE, MONTREAL, 25th January, 1884.

MY DEAR SIR,—I desire to call your attention to the report of a speech made by you in the House of Commons yesterday, published in the Montreal papers of this morning. I attach a copy of the report.

No doubt you will remember that on the 21st December last I saw you and Sir Hector Langevin at your office. On this occasion I was accompanied to the capital by the Hon. Mr. Lacoste, and we were both acting for the North Shore Company.

The object of our visit was to ask if the Railway Committee of the Privy Council would interfere to enforce the carrying out of the agreement entered into between the Government of Quebec and the purchasers of the western portion of the Quebec Government railways, *i.e.*, the portion between Montreal and Ottawa, now a part of the Canadian Pacific Railway.

I pointed out to you that the agreement in question, subsequently ratified by an Act of the Legislature of the Province of Quebec, provided:—

“That the Company shall grant to the Government and its assigns, running powers for ever, from St. Martin’s Junction, over the line of railway hereby sold, to the City of Montreal, and intervening points, but without the right of doing any local business over such portion of railway; except in so far as it may hereafter be mutually agreed between the two parties hereto, that the Government may carry passengers to and from St. Martin’s station, from or to Montreal, on behalf of the Company, upon terms to be fixed by such agreement,” &c., &c., &c.

That under this clause the North Shore Railway Company claimed the right to run traffic to and from the Jacques Cartier line, going to or coming from the North Shore line.

That the Pacific Railway Company had refused to allow the North Shore Company to do so, and in consequence traffic was being detained and, probably, damage to a large extent would arise.

That the Company did not desire any litigation on the subject, and if you thought the matter was within the jurisdiction of the Railway Committee of the Privy Council, they would be willing to submit the question to that tribunal.

You will remember that you decided, after consultation with the legal adviser of the Department, and so told the Hon. Mr. Lacoste and myself, that the point was one with which the Railway Committee of the Privy Council could not deal, and this Company has, in consequence, been compelled to resort to the courts to secure what is manifestly their rights.

Neither Mr. Lacoste nor myself ever supposed that the Government had the power to grant running privileges over any portion of the Canadian Pacific Railway to the North Shore or Jacques Cartier lines; and we did not go to Ottawa with the intention of preferring any such request—nor did we do so.

I think, if I remember rightly, that I explained to yourself and Sir Hector, in your own office, that the North Shore Company had these rights according to the interpretation of the agreement by our legal advisers, and as we had been refused authority to exercise them, we desired, if possible, to obtain the interference on the part of the Railway Committee to enforce only what was already on the Statute-book.

I am, my dear Sir, yours faithfully,

W. WAINWRIGHT, *General Manager.*

HON. CHARLES TUPPER, Minister Railways and Canals.

NORTH SHORE RAILWAY COMPANY,
GENERAL MANAGER’S OFFICE, OTTAWA, February, 1884.

SIR,—I have the honor to send you herewith the petition of the Jacques Cartier Railway Company. For your information I may add the following:

This line has been constructed for 7 miles to a junction with the Canadian Pacific Railway, near to Sault au Recollet, and a connection made, as provided for, by order of the Railway Committee of the Privy Council.

This work has been completed for about two months, but is unavailable for traffic, inasmuch as the Canadian Pacific Railway Company will not allow the North Shore Company to exercise their running powers, in order to handle the business passing to and from the North Shore Railway and the Jacques Cartier line.

It is believed that, however the courts may decide the legal questions now before them, the difficulties that will be placed in the way of transferring traffic between the Jacques Cartier line and the North Shore Railway, will be of such a character as to make the 7 miles already constructed of little or no value to the people residing on the north shore of the St. Lawrence.

That it is essential, if possible, independent communication should be afforded to the people of Quebec and those living along the district traversed by the North Shore Railway, and this can be done by continuing the Jacques Cartier line to St. Vincent de Paul, and building another bridge across the Back River.

This would give unbroken communication for the passage of traffic to and from the west, east and south, but it necessitates a very heavy expenditure, from which the Jacques Cartier Railway derive little, if any, additional benefit, and would be mainly, if not solely, in the interest of the Province.

The total length of the railway, it is believed, if the extension is considered desirable, should receive assistance from the Government to the extent of \$10,000 per mile, with a bonus, towards the building of the bridge, of \$100,000. Even then the Company will have to find considerable money in order to carry out the work.

I may say to you that in the purchase by the Canadian Pacific Company, of the western section of the Quebec Government Railway, \$100,000 was allowed out of the amount agreed to be paid for the construction of a link of railway to connect with the Grand Trunk, but this has never been carried out, notwithstanding the Canada Pacific Company have retained the money for the purpose.

I may further state, that I have reason to believe, that if the Jacques Cartier Company undertake to continue their line next season, making an independent route to the North Shore, the Canada Pacific Company will immediately withdraw their objections to the use of their line in the meantime, and allow the North Shore Company to handle the traffic, pending the completion of the work.

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

W. WAINWRIGHT, *General Manager.*

Hon. Sir CHARLES TUPPER.

The Petition of the Jacques Cartier Union Railway Company;

HUMBLY SHEWETH:—

That the railway was chartered by the Legislature of the Province of Quebec for the purpose of affording a connection between the North Shore and Grand Trunk Railways, by which unbroken communication could be obtained for the people of Quebec and the district, served by the North Shore Railway with the west, east and south.

That under the charter referred to, the Jacques Cartier Company have built seven (7) miles of railway, from a point called Lachine Bank, on the Grand Trunk Railway, to a point on the Canadian Pacific Railway near Sault au Recollet.

That although under an agreement with the North Shore Company, the latter Company has undertaken to operate the Jacques Cartier Railway, and although under the deed of sale of the western portion of the Government Railway to the Canadian Pacific Company, running powers over the line from St. Martin's Junction to Montreal and intervening points were secured to the Government and its assigns for ever, it is, however, considered desirable that the Jacques Cartier line should be extended to the North Shore line at St. Vincent de Paul, passing through the counties of Hochelaga and Laval.

That in order to accomplish this, an additional three (3) miles of railway will require to be constructed, and an expensive bridge built across the river.

That the value of this link of railway to the Province of Quebec, if completed, cannot be over-estimated.

That as the Jacques Cartier Company has received no assistance from the Province of Quebec, and is now a railway under the authority of the Federal Government, it is considered that reasonable aid should be granted for that portion of the

railway already constructed to a connection with the Canadian Pacific line, and a sufficient bonus allowed to enable the Company to proceed with the extension of the line, and the bridge necessary to be built across the river, at as early a date as possible, in the interest of the people resident on the north shore of the St. Lawrence River, and particularly Quebec City.

That your petitioners urge an early and favorable consideration of this matter. And, as in duty bound, will ever pray.

Jacques Cartier Union Railway Company,

Per WM. WAINWRIGHT, *Vice-President.*

RETURN

(31m)

[IN PART.]

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—For :

- (1) Statement of the net price received by the Canadian Pacific Railway Company for each lot of Ten Millions of Stock, comprising the thirty millions issued to a Syndicate, with the dates of the payments made in respect thereof; and of the names of the persons composing the said Syndicate, and of the respective amounts of said Stock taken by such persons.
- (2) Statement of the date on which the Twenty Millions remaining of the original Stock of Twenty-five Millions was taken, and the rate at which the same was issued; and of the dates at which the Five Million dollars paid in respect thereof was paid.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
18th February, 1884.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th February, 1884.

SIR,—With further reference to your letter of the 12th inst., I have now the honor to enclose the following returns required by the House of Commons, viz :—

1. A statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway; and for the St. Eustache Railway; and of the payments made on this account, with dates.
2. A statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company in respect of the Canada North-West Land Company's stock; and of the names in which it stands.
3. A statement of the particulars, with dates, of the payment made by the Canadian Pacific Railway Company, in respect of the securities or property of the South-Eastern Railway Company.
3. A statement of the particulars of the payments made by the Canadian Pacific Railway Company, in connection with the acquisition of control of the Atlantic and North-West Railway, and the expenditure thereon.
5. A statement of the net price received by the Canadian Pacific Railway Company, for each lot of \$10,000,000 of stock, comprising the \$30,000,000 issued to a Syndicate; with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, etc. The Company has never been informed of the names of the purchasers in Amsterdam, of \$15,000,000 of the said \$30,000,000 issue; nor of the persons who were associated with Mr. Scott, in making the two remaining calls of stock under the Syndicate agreement.

6. A statement of the date on which the \$20,000,000 remaining of the original stock of \$25,000,000 was taken; and of the dates at which the amount paid in respect thereof was paid, and the rate at which the same was paid.

I have the honor to be, Sir, your obedient servant,
 C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

MEMORANDUM of Issue of \$30,000,000 of Canadian Pacific Railway Company's Stock.

Taken by	Date of option to purchase Stock.	Number of Shares.	Rate.	Payment through Company's Agents in New York.	
				Date.	Amount.
W. L. Scott, of Erie, Pennsylvania, under agreement dated New York, December 29, 1882, and associated with him: John S. Kennedy, N.Y.; R. V. Martinsen, N.Y.; John A. Stewart (Pres. U.S. Trust Co.), N.Y.; Ed. King (Pres. Union Trust Co.), N.Y.; H. F. Spaulding (Pres. Central Trust Co.), N.Y., representing a Syndicate.	1883. Feb. 1....	100,000	50 p.c.	1883. Feb. 1... 12... 17... 19... Mar. 19... April 2... 4... May 11... 5,000,000	\$ 1,000,000 60,000 120,000 1,660,150 160,000 8,350 800,000 75,000 1,116,500
	June 25....	100,000	52½ p.c.	May 11... 11... 14... 17... 19... 21... 19... 22... 24... 26... 28... 29... June 1... 7... 8... 9... 11... 12... 15... 16... 18... 19... 20... 21... 22... 25... 5,250,000	477,750 652,155 10,500 57,750 262,500 26,250 73,500 12,600 26,250 5,250 10,500 5,250 532,245 278,250 367,500 173,500 105,000 210,000 556,500 236,250 26,250 225,750 199,500 47,250 99,750 567,000
	Oct. 25....	100,000	55 p.c.	June 26... 27... 28... 29... July 5... 13... 14... Aug. 1... 18... 5,500,000	390,500 275,000 165,000 137,500 330,000 29,700 55,000 2,003,100 2,114,200

NEW YORK, 30th January, 1883.

GENTLEMEN,—Please take notice that under the options granted to Mr. William L. Scott by your Company, under date 29th December, 1882, to purchase from you on or before 1st February, 1883, \$10,000,000 of the capital stock of said Company at the price of 50 per cent. of its par value, with other two options, all as therein more particularly stated, and the said Scott having assigned to us his right and interests in the said contracts, as he has already advised you, we now beg to inform you that, as his assignees, we avail of the first option and are prepared to take delivery of the said \$10,000,000 of stock, and to pay the instalment of 20 per cent. of the purchase price due upon the same on the 1st prox.

We are, Gentlemen, yours respectfully,
JOHN S. KENNEDY, *Chairman of Committee.*

Canadian Pacific Railway Company, Montreal, Canada.

NEW YORK, 29th January, 1883.

DEAR SIR,—I beg to inform you that under my contract with your Company, dated December 29th, 1882, I have formed a Syndicate for the purchase of the \$10,000,000 of stock under the first option from your Company, as provided in my said contract. I herewith enclose you a copy of the Syndicate agreement, with the names of subscribers to same, from which you will see that the first \$10,000,000 has been taken by them; a Committee, consisting of Mr. John S. Kennedy, Mr. R. V. Martinsen and myself, represents the Syndicate under the contract. I now desire to transfer all my right, title and interest in the contract and to subrogate the Committee thereto; and I desire to know if the Canadian Pacific Railway Company will accept the Committee as the representative of the subscribers to the Syndicate agreement, and release me personally from any further obligation which might otherwise grow out of my said contract.

Yours very respectfully,
W. L. SCOTT.

R. B. ANGUS, Vice-President.

MONTREAL, 29th January, 1883.

DEAR SIR,—I have to acknowledge receipt of your letter of this date, and to state in reply, that the Canadian Pacific Railway Company approves the transfer and assignment of your right, title and interest in their contract of 20th December last to the Committee representing the subscribers to the Syndicate which has purchased \$10,000,000 of the Company's stock, and the terms of your letter are entirely satisfactory.

Yours faithfully,
R. B. ANGUS, *Vice-President, C.P.R.*

WILLIAM L. SCOTT, New York.

(Confidential.)

SYNDICATE AGREEMENT.

Whereas William L. Scott, of Erie, Pennsylvania, did on the 29th day of December, 1882, enter into a certain contract in writing, dated on that day, with the Canadian Pacific Railway Company (hereinafter called "The Railway Company"), a corporation duly incorporated and existing under the laws of the Dominion of Canada, a copy of which contract is hereto annexed and may be referred to for the purpose of construing any part of this agreement, under which contract the said Scott has a first option to purchase from the said Company, at any time before the first day of February, 1883, one hundred thousand shares (\$10,000,000) of the capital stock of the said Company (each share being of the par value of \$100), at \$50 per share; a second option to purchase, before the 25th day of June, 1883, one hundred thousand shares (\$10,000,000) of the said stock, at \$52.50 per share, and a third

option to purchase, before the 25th day of October, 1883, another one hundred thousand shares (\$10,000,000) of said stock, at \$55 per share, as by the said contract will more fully appear.

And whereas the said Scott proposes to associate with himself in such purchase the other parties executing this agreement, provided that the stock subscribed for under this agreement by good and responsible parties, satisfactory to him, when added to the amount of stock which he may agree to take on his own account in pursuance of this agreement, shall amount in all to 100,000 shares before the 1st day of February, 1883, or such earlier time as he may prescribe.

Now, therefore, this agreement witnesseth, that each party subscribing hereto severally agrees, each for himself and not for any other :

I. That the parties subscribing hereto shall participate, in the manner and to the extent hereinafter stated, in all the benefits of the said contract between said Scott and said Railway Company, in proportion to the number of shares allotted to them under this agreement respectively, upon and subject to the terms and conditions provided in the said contract with, reference to the said Scott, except so far as the same are modified by this agreement; and, in case any period of time mentioned in the said contract is extended, by consent of the parties thereto, for thirty days or less, the parties hereto shall share in the benefit of such extension and be bound thereby, and the times hereinafter prescribed shall be modified so as to conform to such extension.

II. That John S. Kennedy, W. L. Scott and R. V. Martinsen (late of Messrs. A. Boissevain & Co.), (hereinafter called the Committee), are hereby appointed a committee with power and authority, and they are hereby directed to carry into effect all the provisions of this agreement, and to do all such acts and things not inconsistent with the provisions of this agreement and of the said contract, as may be necessary or proper fully to carry this agreement into effect. In case of the death, resignation or refusal to act, of any member of such committee, his place may be filled by the remaining member or members thereof, by an instrument in writing, under his or their hand and seal. The Committee may, in all cases, act by a majority of its number.

III. The said Scott shall and will assign to the Committee all his rights and interests under the contract hereto annexed, and the Committee shall call upon the Railway Company for so many shares under the first option of the said contract as may be necessary to supply the shares subscribed for and allotted under this agreement; and if parties hereto withdraw from the charge of the Committee, in the manner hereinafter stated, so many shares as to prevent the Committee from supplying all the shares allotted under the public subscription hereinafter mentioned, the Committee may, in its discretion, call for so many shares under the second option as may be necessary to supply the public subscriptions, to the extent of 100,000 shares in all.

IV. That the Committee shall, within thirty days after 100,000 shares are subscribed for under this agreement, allot to each party hereto a number of shares, not exceeding the number so subscribed for by him, and not more, in the aggregate, than 100,000.

V. That the Committee may invite public subscriptions for not exceeding 100,000 shares of said stock, at such times and places as it may designate, through the banking houses of Messrs. J. S. Kennedy & Co., of New York, and Messrs. A. Boissevain & Co., of Amsterdam, Holland, and such other financial firms or corporations as the Committee may associate with them for that purpose, at the price of not less than \$60 per share, it being understood and agreed that Messrs. J. S. Kennedy & Co., and Messrs. A. Boissevain & Co., are not to charge any commission for their services in any matter under this agreement.

VI. That when such public subscription is opened, the Committee shall be, and is hereby, authorized to subscribe on behalf of each party hereto, severally, upon the same terms and at the same price at which public subscriptions are accepted, for a number of said shares, not exceeding the number allotted to such party under this agreement, and not withdrawn by him, as permitted by article VIII; and, in case

the Committee makes any such subscription on behalf of any party hereto, it shall make a similar subscription on behalf of every other party hereto, upon the same terms, at the same price and for an amount equal in proportion to the number of shares allotted to him under this agreement, and not withdrawn by him; and every subscriber hereto shall also be at liberty to take part in such public subscription on his own behalf, independently of the Committee, to such extent as he may think proper, upon the same footing with the public generally.

VII. That the Committee shall, within ten days after the said public subscription is closed, allot to each subscriber thereunder a number of shares, not exceeding the amount so subscribed for by him; but, in such allotment, subscriptions made otherwise than by, or through, the Committee, shall have preference; and if such subscriptions amount to 100,000 shares, no stock shall be allotted upon the subscriptions made, or through, the Committee.

VIII. That any party to this agreement may, at the time of subscribing the same, specify in his subscription the number of shares which he desires to withdraw under the first option; and special receipts for so many of the shares, so specified, as are allotted to him, shall be delivered to him; and he shall thereupon pay to the Committee the price payable to the Railway Company for such shares; and any such party may, also, when calling, as specified in article X., for shares under the second and third options, specify, at the time, the number of shares which he desires to withdraw; and unless in the judgment of the Committee such shares are required for the purpose of supplying the public subscriptions aforesaid, similar special receipts for such shares shall be delivered to him, and he shall thereupon pay to the Committee the price payable to the Railway Company for such shares, according to the option under which the same may be taken.

IX. That the Committee may sell or dispose of all shares taken by it, and not disposed of by public subscription or withdrawn as aforesaid, in such manner as it may deem best for the benefit of all parties hereto, interested therein; or it may, in its discretion, in place of selling such shares, deliver them to the parties hereto, in the proportions of their respective allotments, and may require payment by such parties respectively, of the price payable to the Railway Company for the shares so delivered.

X. That any party hereto may, by notice in writing personally served upon any member of the Committee, require it to call for a number of shares under the second option, equal to that allotted to him under the first option, and may afterwards, by a like notice, require the Committee to call for the same number of shares under the third option; and in such case the Committee shall make such call on behalf of every party giving such notice within the time limited for calls under each option, except so far as the right to make such call has been exhausted in supplying public subscriptions as aforesaid; and he shall be personally liable for the price of the shares thus called for. But no party hereto shall be bound to take or pay for any shares under the second and third options, or either of them, unless he has given such notice. The Committee may, however, at any time, serve upon any or all of the parties hereto, a notice in writing of its intention to call for the whole or any portion of the shares in the second and third options, or either of them, by delivering such notice to the party intended to be bound thereby, personally, or by depositing the same in the general post office in the City of New York, directed to him at such address as has been appended to his signature hereto; or, if he has appended no such address, then directed to him at the City of New York. And unless the party upon whom such notice is so served, shall, within ten days from the date of such delivery or mailing, serve a notice in writing upon one or more of the Committee, personally, requiring it to call, on his behalf, for the full proportion of shares under such call of the Committee, to which he would be entitled by virtue of such call, the Committee shall have full power and authority to dispose of the shares, which such party thus fails to take, in such manner as it may deem for the best interest of all parties who have taken their proportion of shares under such option or options; but the Committee shall have no power to take or dispose of such untaken shares in any manner which

will impose a personal liability upon any party hereto, for whose benefit it assumes to act, without his express consent.

XI. That the Committee shall issue to every party hereto, paying any instalment on account of calls for stock, a receipt in such form as the Committee may prescribe, expressing the amount paid, and in general the rights of the party taking the receipt, and the Committee shall issue to every party hereto, desiring to withdraw shares in pursuance of article VIII, a special receipt, as provided by that article, setting forth in substance that the shares therein mentioned are held in trust by the Committee for the purposes of this agreement; that all dividends or interest payable on such shares shall be paid to the holder of such receipt, and that the certificates for the shares represented by such receipt will be delivered to the holder thereof, upon its surrender, at such time as the Committee may thereafter determine, not later, however, than 1st February, 1884.

XII. That the shares hereby subscribed for under the first option, shall be paid for in such instalments as a majority of the Committee may agree upon, not exceeding, however, twenty per cent., on the purchase price when the Railway Company is called upon for the stock, and the remainder in two equal monthly payments; and the stock called for under the second and third options shall be paid for in full, when delivered by the Railway Company. The Committee may declare any subscription void, in case of failure to pay any instalment thereon when due, and the amount theretofore paid shall be forfeited and ensure to the benefit of the other parties interested in the calls under that particular option.

XIII. That the Committee shall have full power and authority to incur such expense and make such disbursements as in its judgement may be necessary or proper for the services of counsel and assistants, advertising, printing and any other incidental expenses attendant upon carrying out this agreement, and may pay for the same and indemnify itself for any losses incurred in carrying out this agreement out of any moneys that may come into its hands.

XIV. That at any and all times prior to the 25th day of December, 1883, the Committee shall have the right to buy, in open market, as many shares of the said stock as may be offered for sale at or under sixty dollars per share, provided that the total number of such shares held by or for account of the Committee, at any one time, shall not exceed the number of shares previously sold by the Committee under public subscriptions as aforesaid, exclusive of shares taken by the Committee itself, under such subscriptions for account of parties hereto; and the Committee may resell, at any price the shares thus purchased, may buy them back at any price lower than the average price, at which it sold such shares, and may repeat this operation from time to time in its discretion, for the benefit of all the parties hereto, in proportion to the number of shares allotted to them respectively in the first instance, and not withdrawn by them from the charge of the Committee, under article VIII.

XV. That except as hereinbefore expressly provided, the Committee shall have no power to incur any debt or liability of any kind, on behalf of the parties hereto, or any of them, nor to use the names of any of the parties hereto as principals; nor to enter into any contract as such Committee, except with the distinct understanding between itself and the persons with whom it may so contract, that no party hereto shall be held to any personal liability under such contract. No member of the Committee shall be liable for any loss or injury to any party hereto, unless caused by his personal bad faith or gross negligence; and the Committee shall have no right of claim to indemnity or compensation for any expenses, losses, debts or liabilities which it may incur, except out of the profits which it may realize from the sale of shares, as aforesaid, upon public subscriptions or in the open market, after deducting from the proceeds of such sales the prices to be paid to the Railway Company, under and in pursuance of the contract hereto annexed; and except, also, that parties hereto withdrawing their shares, in pursuance of article VIII, shall be required to contribute their proportion of the actual expenses incurred by the Committee, not exceeding, however, the sum of fifty cents on each share so withdrawn, but the Committee may retain all profits realized by it from any and all such sources, until the final liquidation and

settlement of all transactions had in pursuance of this agreement, at which time the Committee may deduct from such profits a fair compensation for the service rendered and risks assumed by it.

XVI. That the final liquidation and settlement of all accounts, under this agreement, shall take place not later than the 1st day of February, 1884, when the net profits, resulting from the transactions entered into by the Committee, in pursuance of this agreement, shall be divided among the parties hereto, in due proportion to the number of shares allotted to them respectively, and not withdrawn by them from the charge of the Committee, under article VIII.

XVII. That unless, before the 1st day of February, 1883, the total number of shares subscribed for, hereunder, by parties whose subscriptions are accepted by the said Scott, including the amount subscribed by the said Scott himself hereto, shall equal at least 100,000 (that being the amount of stock required to be taken under the first option in the said contract with the Railway Company), this agreement and all the subscriptions made hereto shall be null and void.

XVIII. That any copy of this agreement may be subscribed with the same effect as if such subscription were attached to the original instrument, except that no subscription to any duplicate or copy of this agreement shall be valid or binding, either upon the subscribers thereto or upon any subscribers to the original instrument, until such subscriptions have been accepted by the said Scott in writing endorsed thereon.

In witness whereof, the parties hereto have hereunto subscribed their hands and seals, this eighteenth day of January, 1883.

A half interest in the \$30,000,000 stock mentioned in the annexed contract having been offered to a sub-Syndicate in Amsterdam and other European cities, and accepted by them before any signatures had been attached to this Agreement, and the first \$5,000,000 stock having been already taken by their firm, all subscriptions hereto are made subject to such assignment.

For the purpose of making the allotment aforesaid, and not otherwise, Messrs. John A. Stewart (President of the United States Trust Company), Edward King (President of the Union Trust Company), and Henry F. Spaulding (President of the Central Trust Company), of New York, shall be associated with the Committee.

Name and Address.	Shares subscribed for.	Amount.	Of which will be withdrawn.
		\$	
William L. Scott, self and others.....	3,500	10,000	
Worrishoffer & Co., themselves and others.....	2,500	12,000	
J. & W. Seligman & Co.....	2,500	6,000	
James Stillman, self and others.....	2,500	8,000	
William Rockefeller.....	1,500	6,000	
Hiram Hitchcock.....	300	1,000	
Kuhn, Lorb & Co., themselves and others.....	4,000	10,000	
William L. Scott, Agent.....	3,000	5,000	
C. J. Osborne & Co.....	1,000	5,000	
John W. Ellis.....	200	300	
Morton, Bliss & Co., for themselves and Morton, Rose & Co.....	2,500	10,000	
Morton, Bliss & Co., for clients.....		2,500	
J. S. Kennedy & Co.....	3,000	5,000	
W. J. Menzies and clients.....	2,000	6,000	
W. G. Schaw.....	1,200	3,000	
Robert Donaldson.....	1,000	2,300	
J. J. Slater and Lorenzo Blackstone.....	1,500	3,000	
Abraham S. Hewitt.....	400	1,000	
Sir George Warrender, Bart.....	200	500	
Robert Benson & Co.....	300	500	
John Crerar.....	300	1,000	
C. J. Hambrot & Co.....	500	1,500	
Melville, Evans & Co.....	300	1,000	
Marshall Field.....	400	2,000	
D. Willis James.....	2,000	5,000	
W. Watson & J. O. McAndrew.....	300	1,000	
A. Iselin & Co.....	1,800	5,000	
L. Von Hoffman & Co.....	1,000	3,000	
R. S. Belknap.....	500	2,000	
George Stephen.....	1,000	5,000	
D. A. Smith.....	1,000	5,000	
Duncan McIntyre.....	500	2,500	
R. B. Angus.....	500	2,500	
John Cassils.....	500	1,500	
A. J. Leith.....	200	500	
T. U. Pearsall.....	500	5,000	
Drexel, Morgan & Co.....	2,500	5,000	
Robert Lenox Kennedy.....	500	1,000	
J. S. Wetmore.....	100	200	
Thomas Denny.....	300	1,000	
S. T. Russell.....	300	1,000	
Simeon J. Drake.....	300	1,000	
Oliver Harrimany.....	200	600	
Jos. Brown Potter.....	200	500	
Hatch & Foote.....	300	500	
Samuel Thorne.....	500	5,000	
Hatch & Peters.....	400	2,000	
	50,000	158,400	

CONTRACT HEREBEFORE REFERRED TO.

The Canadian Pacific Railway Company agrees to give to William L. Scott, of Erie, Pennsylvania, the option to purchase, on or before the 1st day of February, 1883, ten million dollars of the capital stock of the Canadian Pacific Railway Company, at the price of fifty per cent. of its par value; and also to give to him the further option to purchase, on or before the 25th day of June, 1883, any portion of ten million dollars additional of said stock, at fifty-two and one-half per cent. of its par value; and also the further option to purchase, on or before the 25th day of October, 1883, any portion of ten million dollars additional of said stock, at fifty-five per cent. of its par value.

Upon accepting the first option the said Scott shall have the right to accept and call for the whole of, or any portion of, the second and third options, at the prices stated above.

Upon the said Scott giving notice of his acceptance of, and call for the whole of the first option, with or without any part of the second and third options, he shall deposit with J. S. Kennedy & Co., the financial agents of the said Company, twenty per cent. of the purchase price of the first option, and the balance shall be paid for within sixty days after notice is given to him by the said Company that payment is required in amounts of not less than five hundred thousand dollars each, upon the delivery of a proportionate amount of stock; but the said Scott shall have the right to pay in cash, at his option, the whole purchase price of the first option, and thereupon receive the stock therefor.

The said Scott shall have the right to call for the delivery of any portion or the whole of the second and third options, by instalments, until the expiration for the times limited herein for such options, and shall pay for such stock, as called for, on delivery.

The Company shall be bound to deliver upon payment of the stipulated price, in cash, any and all instalments of stock called for under the second and third options, at such time or times as shall be required by said Scott, not later than the times first mentioned for the expiration of the respective options, and as much earlier as said Scott may require, the right of delay being for the benefit of said Scott only. But said Scott cannot call for any part of the third option, unless he shall have called for the whole of the second option within the time limited above therefor.

Canadian Pacific Railway Company,
R. B. ANGUS, *Vice-President.*
WILLIAM L. SCOTT.

NEW YORK, 29th December, 1882.

MEMORANDUM of Issue of \$20,000,000 of Canadian Pacific Railway Company's Stock.

Taken at	Number of Shares.	Taken by.	Rate.	Paid for.		
				Date.	Amount.	
Aug. 17	23,411	Stephen, G.....	25 p.c.	Aug. 18	\$ 200,000	\$
				31	300,000	
				Sept. 7	85,275	
	975	McIntyre, D.....	do	Aug. 17		585,275
	18,534	McIntyre & Co., D.....	do	17		24,375
	17,568	Kennedy & Co., J. S.....	do	18	200,000	463,350
				Sept. 25	200,000	
				Oct. 8	38,950	
	19,509	Hill, J. J.....	do	Aug. 18	200,000	438,950
					287,725	
	19,509	Angus, R. B.....	do	18		487,725
	3,004	Northcote, H. S.....	do	Sept. 7	14,725	487,725
				Oct. 1	60,375	
	19,509	Smith, D. A.....	do	Aug. 18		75,100
	1,950	Boissevain & Co., A.....	do	18		487,725
	975	Blake Bros.....	do	18		48,750
	1,560	Donaldson, R.....	do	Sept. 15		24,375
	975	Kennedy, J. S.....	do	Oct. 1		39,000
	1,365	Tod, J. K.....	do	Aug. 18		24,375
	1,950	James, D. W.....	do	17		34,125
	1,950	Osborn, C. J.....	do	17		48,750
	390	Northcote, O. H.....	do	18		48,750
	780	Trotter, W.....	do	17	7,800	9,750
				Sept. 25	11,700	
	29,264	Morton, Rose & Co.....		Aug. —		19,500
	3,901	Greninger, F.....	do	17		731,600
	3,901	Cohen & Sons, L.....	do	17		97,525
	1,268	Sulzback Bros.....	do	17		97,525
	585	Propper, S.....	do	17		31,700
	1,658	De Reinach, J.....	do	17		14,625
	780	Kohn, E.....	do	17		41,450
	877	De Reinach, O.....	do	17		19,500
	97	Kolt, O.....	do	17		21,925
	390	Finlay, H.....	do	17		2,425
	1,365	Springer, M.....	do	17		9,750
	1,950	Ephrussi & Co.....	do	17		34,125
	5,579	Banque Parisienne.....	do	17		48,750
	390	Morawitz, O.....	do	17		139,475
	975	Grenfell, P. du P.....	do	17		9,750
	975	Rose, O. D.....	do	17		24,375
	1,765	Cassel, E.....	do	17		24,375
	1,950	Elphinston, Rt. Hon. Lord.....	do	17		43,875
	390	Govett, Sons & Co.....	do	17		48,750
	195	Thomson, A. S.....	do	17		9,750
	195	Billitzer, J.....	do	17		4,875
	195	Pfiffel, H.....	do	17		4,875
	97	Rozenraad, O.....	do	17		2,425
	97	Levy, G.....	do	17		2,425
	1,950	Schaw, A. S.....	do	17		48,750
	390	Morton, Rose & Co., in trust.....	do	17		9,750
	3,905	Van Horne, W. O.....	do	17		97,625
	1,000	Reserved.....	100 p.c.	17		100,000
	21	do.....	25	17		525
	200,000					5,075,075

RETURN

[IN PART]

(31*n*)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—

- (1) For a Statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch or Laurentian Railway, of the Payments made on this account, with dates, and of the Payments yet to be made thereon, including interest as well as principal
- (2) For a Statement of the particulars, with dates, of the Payments made by the Canadian Pacific Railway Company, in respect of the Canadian North-West Land Company's Stock, and of the names in which it stands.
- (3) For a Statement of the particulars, with dates, of the Payments paid by the Company in respect of the Securities or property of the South-Eastern Railway; of the persons to whom it was made, and of the persons in whose names the Securities and property stand.
- (4) For a Statement of the particulars of the Payments made by the Canadian Pacific Railway Company, for the purchase of the Charter of the Atlantic and North-Western Railway Company, and of the names of the Payees.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th February, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th February, 1884.

SIR,—With further reference to your letter of the 12th inst., I have now the honor to enclose the following returns required by the House of Commons, viz :—

1. A statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway, and for the St. Eustache Railway; and of the payments made on this account, with dates.

2. A statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company in respect of the Canadian North-West Land Company's stock; and of the names in which it stands.

3. A statement of the particulars, with dates, of the payment made by the Canadian Pacific Railway Company, in respect of the securities or property of the South-Eastern Railway Company.

4. A statement of the particulars of the payments made by the Canadian Pacific Railway Company, in connection with the acquisition or control of the Atlantic and North-West Railway, and expenditure thereon.

5. A statement of the net price received by the Canadian Pacific Railway Company for each lot of \$10,000,000 of stock, comprising the \$30,000,000 issued to a Syndicate; with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, &c. The Company has never been informed of the names of the purchasers in Amsterdam, of \$15,000,000 of the said \$30,000,000 issued; nor of the persons who were associated with Mr. Scott in making the two remaining calls of stock under the Syndicate agreement.

6. A statement of the date on which the \$20,000,000 remaining of the original stock of \$25,000,000 was taken; and of the dates at which the amount paid in respect thereof was paid; and the rate at which the same was paid.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

STATEMENT of Payments on account of Laurentian and St. Eustache Railways, to 31st December, 1883.

		\$	cts.
1882.			
March 6...	Paid on account of bonds.....	27,245	00
do 7...	do do	20,000	00
do 13...	do do	16,755	00
April 27...	do do	10,000	00
May 1...	do do	166,000	00
June 17...	do do	38,000	00
July 22...	Paid balance due on bonds less \$160 retained.....	9,900	00
Total cash payments.....		288,900	00
Retained for completion of St. Eustache Branch.....		10,000	00
do on account of bonds not yet secured.....		1,000	00
do to satisfy an outstanding claim.....		100	00
Making total purchase price.....		300,000	00

The Laurentine Railway is 15 miles long.

The St. Eustache do 8 do

Total length 23 do

NOTE.—Both railways connect at St. Thérèse with the main line, between Montreal and Callander, and serves as a feeder thereto.

STATEMENT of Payments to Canadian North-West Land Company.

		\$	cts.
1882.			
Sept. 26...	Payment on account 1st and 2nd calls, £250,000, stock cash.....	\$ 56,895	56
	Land grant bonds at par and interest.....	185,066	59
		241,962	15
Dec. 21...	Payment on account 3rd call.....	38,869	62
1883.			
Feb. 12...	do balance of 3rd call.....	82,797	03
do 12...	Interest on last two payments, from 1st March, 1882, to date of payment.....	1,434	47
Mar. 26...	Payment of 4th call	121,666	66
	Interest from 5th February.....	900	00
Sept. 30...	Payment of 5th call.....	121,666	66
	Proportion of advertising expenses, &c.....	2,966	75
(This amount stands as a claim against North-West Land Co.)			
		612,263	34
Less—Dividend.....		12,166	66
		600,096	68

NOTE.—Stock stands in Land Company's books in name of Osler & Hammond, in trust.

STATEMENT of payments on account of South Eastern Railway.

1882.				\$	cts.
Aug. 28...		Payment on note South Eastern Railway, endorsed by B. Barlow, secured by bonds.....		50,000	00
do 26...	do	do	do	100,000	00
do 31...	do	do	do	137,500	00
Sept. 4...	do	do	do	50,000	00
Oct. 3...	do	do	do	20,000	00
do 6...	do	do	do	30,000	00
do 19...	do	do	do	10,000	00
do 27...	do	do	do	40,000	00
Nov. 6...	do	do	do	10,000	00
do 11...	do	do	do	20,000	00
do 16...	do	do	do	10,000	00
do 27...	do	do	do	10,000	00
Dec. 9...	do	do	do	20,000	00
do 29...	do	do	do	15,000	00
1883.					
Jan. 2...	do	do	do	15,000	00
Feb. 7...	do	do	do	30,000	00
April 26...	do	do	do	50,000	00
July 25...	do	do	do	414,853	31
do 25...	do	do	do	20,601	64
do 20...	do	do	do	267,332	40
Aug. 6...	do	do	do	101,521	40
Sept.	Advance made jointly with other bondholders to prevent removal of cars forming part of rolling stock of South Eastern Railway Company			110,518	59
Oct.	Paid trustees assessment on bonds.....			50,000	00
				1,582,327	34

NOTE.—The particulars of the securities on which the above advances were made, are as follows, viz.:—
 South Eastern Ry. bonds, \$1,350,000; Montreal, Portland and Boston Ry. bonds, \$100,000.
 The cars referred to consist of—box cars, 350; cattle cars, 20; flat cars, 100; baggage cars, 4; mail and passenger cars, 16, and 1 van.

STATEMENT of Payments on account Atlantic and North-West Railway, to 31st December, 1883.

1882.				\$	cts.	\$	cts.
		Material, labor and supplies furnished.....				4,498	73
		Steel rails furnished.....				17,474	80
Jan. 30...	do	do	Cash advanced to the Company.....	5,900	00		
May 16...	do	do	do	12,221	89		
July 29...	do	do	do	5,750	60		
Aug. 10...	do	do	do	11,800	00		
Sept. 9...	do	do	do	21,000	00		
do 28...	do	do	do	14,000	00		
Dec. 26...	do	do	do	16,000	00		
1883.							
April 5...	do	do	do	24,000	00		
June 8...	do	do	do	8,000	00		
Aug. 7...	do	do	do	8,000	00		
Nov. 20...	do	do	do	8,000	00		
						134,672	49
						156,646	02

NOTE.—This Company has not made any payment specially applicable to acquiring control of the charter of the Atlantic and North-West Railway Company. The stock subscribed in it was purchased by friends of the Canadian Pacific Railway Company; and that Company made the above advances to the Atlantic and North-West Railway Company, a small portion of which was understood to be applied in payment of the preliminary expenses previously incurred by the Company, the amount of which does not appear by the Canadian Pacific Railway Company's books. With the money advanced as above, the Atlantic and North-West Railway Company have graded, for a double track, seven miles of railway, and have laid a steel rail single track over the whole of that distance; also paying for the right of way at high rates.

RETURN

[IN PART.]

(31o)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 :—

- (1.) For Statements in detail of the sums of money payable, and the amounts of stock deliverable to the Construction Company under its contract with the Canadian Pacific Railway Company, for the work done thereunder.
- (2.) For Statement of the moneys paid, with dates, and the amounts of stock delivered, with dates, to the Construction Company under the contract.
- (3.) For Statement whether money was paid to the Construction Company in lieu of stock ; and if so, to what extent ; and at what rate was money substituted for stock in such payments.
- (4.) For Statement of the circumstances under which the Construction Company was over-paid \$600,000.
- (5.) For Copy of the settlement and release between the Construction Company and the Canadian Pacific Railway Company on the closing of their contract.

[It is considered unnecessary to print the above document in full, as it is Supplementary to Return No. 31k-3.]

RETURN

(31p)

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884 :—For a Map or Maps, showing :—

- (1) The location of the Canadian Pacific Railway, so far as approved or constructed.
- (2) Its location, so far as proposed to Government, but not yet approved.
- (3) The location of any Branches constructed, and of any now contemplated by the Company, so far as the Government is advised.
- (4) The lands set apart for the Company, but not yet granted.
- (5) The lands granted.
- (6) The lands applied for, but not yet set apart.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
3rd March, 1884.

Secretary of State.

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

RETURN

(31g)

To an ADDRESS to the HOUSE OF COMMONS, dated 30th January, 1884;—
 For Copies of any Agreement between the Government and the Contractors for Section B, Canadian Pacific Railway, and the Canadian Pacific Railway Company, in regard to the transfer to the latter of the Contract for said Section B, and of any Orders in Council giving effect to said Agreement; also copy of Report of the Engineers appointed to re-measure the work on said Contract previous to said transfer, and the Report of the Engineer-in-Chief in regard thereto; also, copies of all Correspondence and Agreements with the said Contractors in regard to measurement and classification of work on said Contract; or to compensation for the transfer of said Contract, or for the right to run the said portion of the Railway during construction, and of all Orders in Council in relation to any of these matters; also, for Statement, in detail, with dates and amounts of all Payments made to said Contractors, or to the Canadian Pacific Railway Company, on account of the said Contract.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
 3rd March, 1884.

OTTAWA, 26th June, 1882.

SIR,—As we have now completed the track-laying on Section B of the Canadian Pacific Railway, and we understand that the Government desire to utilize it forthwith for through traffic for the public, from Thunder Bay to Winnipeg, though we are entitled by our contract to the exclusive use of it until 1st July, 1883, for the filling and ballasting, and completion of the work, we beg respectfully to submit to you the following basis for an arrangement for the use of the line in the meantime.

1. We will furnish engines and haulage for through trains adequate for service of the public over our section from Eagle River to Rat Portage, to be run on a timetable to be agreed on from time to time, and so arranged that the trains should as far as practicable, pass over our section at night.

2. The Government to furnish freight and passenger cars, and to keep the cars in good repair.

3. We will be responsible for any negligence of our employees, but not for delays or accidents arising from embankments, timber structures or temporary trestle, where filling is going on giving away.

4. We, to receive a *pro rata* share of all earnings for through freight and passengers, in proportion to the whole mileage charge from Thunder Bay to Winnipeg.

5. As the use of our line for public traffic will compel us to give up entirely all night work for the completion of our contract, and will also seriously interfere with our day work, we shall expect a reasonable extension of time, if necessary, in proportion to the delay thus caused to us in our own work, for the final completion of our contract; and in the event of any loss resulting to us from our work in the day time being interfered with by the passage of public trains over our section, the same shall be taken into consideration and allowed for in the arbitration already provided for by Order in Council.

We have the honor to be, Sir, your obedient servants,

MANNING, McDONALD, McLAREN & CO.

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, June 26th, 1882.

SIR,—Messrs. Manning, McDonald, McLaren & Co.'s letter of 26th inst., upon the subject of conducting through traffic between Thunder Bay and Winnipeg, having been referred to me, I beg leave to report that by the terms of the contract with these gentlemen it is provided that they should have the track laid and in condition for the passage of through trains by the 1st July, 1882, and I am pleased to be able to report that they have so far fulfilled the terms of their contract as to have had the track laid throughout on the 19th inst., and I fully believe they will have it in condition for the passage of through trains by the 1st proximo. I am surprised that they should now, for the first time, raise a question as to the right of the Government to use the road for through traffic, they having repeatedly acknowledged the right of the Government to do so.

As to the performance of the service, I am quite of opinion that it is in the interests of the contractors for the several sections over which the trains will pass that they should perform the service, and strongly recommend that they should be allowed to do so, under the usual traffic exchange regulations, each being responsible for his own service, receiving a *pro rata* mileage rate on passenger, freight and express traffic, and paying the established mileage rates on freight and passenger cars.

Such a proposition as these gentlemen have made, surrounded as it is with conditions, would throw all the burden of responsibility and loss on the Government, and all the benefit and profit of the service upon the contractors.

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

COLLINGWOOD SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

By Telegraph from Barleay, Man., to the Minister Railways and Canals.

OTTAWA, 1st September, 1882.

To save future complications with Manning, McDonald, McLaren & Co., in running trains and traffic over our contract, we have entered into an agreement with them to take the work off our hands, and complete, which is at present practicably finished. Our agreement with them is subject to your approval.

PURCELL & CO., per THOMAS MARKS.

By Telegraph from Rat Portage, Man., to Hon. J. H. Pope, Acting Minister Railways and Canals.

OTTAWA, 1st September, 1882.

We have arranged with Purcell & Co. to finish Section A and take transfer of contract—their bonus excepted—subject to your approval. We have done this to prevent complications and to complete the work forthwith. We open the road for public traffic on 15th inst. We take possession to-day.

MANNING, McDONALD, McLAREN & CO.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER, OTTAWA, 10th September, 1882.

MY DEAR MR. POPE,—Herewith you will find a letter from Messrs. Manning, McDonald, McLaren & Co., upon the subject of working the traffic which is, I think, in accord with the conversation I had with you. I have seen Mr. Caddy, who informs me that, in a couple of weeks the road throughout will be in fair running order. Sidings are in at all the stations along the line, and I am having two sidings put in at Prince Arthur's Landing. The water service, Mr. Caddy informs me, is not quite complete, owing to the contractors of Section B forbidding Mr. Gooderham's man to work upon that section. He asserts that they stated that they would teach the Government that they had no right to send other contractors to work along this section until they had completed their work. I am surprised at this, and intend to speak to Mr. McDonald upon the subject when I see him again, on Wednesday next. Surely Mr. Caddy must be mistaken, though he says he is sure he is not, with the exception of their want of water service on this twenty-five miles. I fancy, for Mr. Caddy reports that such is the case, the line will be in fair condition for traffic two weeks hence. At the same time, I fear Messrs. Manning, McDonald, McLaren & Co. are undertaking a service which they are quite unprepared for, and which may very shortly seriously interfere with their construction operations. Moreover, it appears to me that the want of box cars will be a serious embarrassment to the Traffic Manager. Please to bear in mind that it is out of the question borrowing from the Intercolonial Railway, as the stock is barely sufficient for their own traffic, and is being now got into efficient working order for their autumn and winter traffic. They appear to be most enthusiastic over the traffic operations and express a determination to overcome all difficulties.

I leave for a trip by hand-car over the line at 7 a.m. to-morrow.

Yours truly, COLLINGWOOD SCHREIBER.

CANADIAN PACIFIC RAILWAY, PRINCE ARTHURS LANDING.
CONTRACTORS OFFICE, SECTION "B," 9th September, 1882.

DEAR SIR,—We have had an interview with Mr. Schreiber this morning, who has explained to us the conditions on which the Government will allow us to work the traffic between Thunder Bay and Rat Portage up to 1st May next, viz.: that the following shall be the basis of a maximum charge per mile for the following classes of freight.

Basis—For 400 miles.

Coal\$4.00 per ton
Lumber.....\$55.00 per car load

(Based on C.P.R. classification sheet.)

Flour.....68c. per barrel
Grain.....34c. per 100 lbs.
Salt.....\$1.00 per barrel
Live stock.....\$90.00 per car

That the carrying of passengers will not be approved by Government.

That we shall efficiently maintain the way and works at our own cost, it being of course understood that the work of removing rotten sleepers and rotten bridges be undertaken and paid for by the Government. That we offer to undertake the service upon these terms, under the understanding, of course, that the rates above named are those upon which the Canadian Pacific Railway proportion will be calculated; if not, that we shall expect to be dealt with upon the same terms as to rates as they are.

Mr. Schreiber explained to Mr. Marks and ourselves that you would approve of our undertaking the completion of the works upon Contract 41, under sub-contract for Messrs. Purcell & Co., and both parties informed Mr. Schreiber that such was quite satisfactory.

The track, in about a couple of weeks, will be in good condition for conducting the traffic.

We are, dear Sir, yours very obediently,
MANNING, McDONALD, McLAREN & Co.
 Hon. J. H. POPE, Acting Minister Railways and Canals.

By Telegraph from Winnipeg, Man., to Hon. J. H. Pope.

OTTAWA, 15th September, 1882.

SIR,—I have done nothing in the traffic matter beyond what I mentioned in my letter to you. Sections 13 and 25 in fair condition. Portion of Section A in bad condition; Section B in good condition. Traffic could be run at once, at sacrifice of rails. If work vigorously prosecuted might be in fair condition in about three weeks. Contractors have no box cars with which to carry perishable goods, and if road is run it should be made a condition that the rolling stock employed in construction is not to be interfered with. I understand it is the intention to start traffic to-night, presumably under authority from you.

COLLINGWOOD SCHREIBER.

OTTAWA, 16th September, 1883.

Referring to your telegram of the 15th, before you left Ottawa you received from me full authority to sanction arrangements, on the part of the contractors, of which you may approve, for the running of freight trains over the line west from Thunder Bay.

These arrangements may come into effect as early as may be found practicable, provided that they do not entail too severe injury to the rails. No authority has been given to any one but yourself respecting such arrangements.

Mr. Van Horne informed me some time ago that box cars could be obtained from the Canadian Pacific Railway Company. It must be a distinct condition that the work of completion of the contracts shall not be retarded through the opening of the road for traffic; and also, that every facility will be given to the Canadian Pacific Railway Company for the operation of the road by them, on and after the 1st of May next.

J. H. POPE, *Acting Minister Railways and Canals.*

C. SCHREIBER, Winnipeg.

OTTAWA, 19th September, 1883.

SIR,—I am directed by the Acting Minister, Mr. Pope, to confirm, by letter, the telegram addressed to you by himself on the 16th, in reply to yours of the previous day, respecting the projected opening, for freight traffic, of the line west from Thunder Bay.

I am to say that prior to your leaving Ottawa you received from him full authority to sanction arrangements on the part of the contractors, Messrs. Manning, McDonald, McLaren & Co., for the running of freight trains, provided that they were such as met with your approval; further, that so long as due care is taken that any detriment to the rails, which may be entailed by the running of such trains over them during the present stage of construction, shall not be of too severe a character, the arrangements for traffic may come into force at as early a date as may be found practicable.

Mr. Van Horne has definitely agreed that the necessary box cars shall be supplied by the Canadian Pacific Railway Company, but it must be a distinctly understood condition of this arrangement, that the work for the completion of the contract shall not be retarded by the opening of the road for traffic, and that every facility will be given to the Canadian Pacific Railway Company in order to the operation of the road by them on and after the first day of May next, in accordance with the verbal understanding arrived at with the contractors and with the Company.

I am to add that no authority has been given to anyone but yourself in respect of arrangements for traffic now in question.

I am to request that you will be pleased to hand to Messrs. Manning, McDonald, McLaren & Co. the enclosed letter, written to them in relation to this matter.

I am further to say that the Minister advises that the agreement of the contractors to afford the Company all facilities for the assumption of the operating of the line by the 1st of May next should be in writing.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. SCHREIBER, Chief Engineer, C. P. R., Winnipeg.

OTTAWA, 19th September, 1882.

SIRS,—A certain proposition made by you under date the 26th of June last, having for object the enabling your firm to use the line west from Thunder Bay for through traffic purposes, has been under consideration, together with your further letter of the 9th inst.

I am directed by the Acting Minister, Mr. Pope, to say that the proposal of your first letter of the 26th June is not one which can be entertained. With regard to your second letter of the 9th inst., I am to say that your proposal appears to recognize the fact that it would be impossible for the Government to give sanction to more than the conveyance of freight, and that further, as permission to use the road in its present incomplete condition would entail exceptional detriment to rails, &c., which Government could not undertake to make good, it would be necessary for yourselves to maintain the way and works in good condition.

Under the circumstances, the Government have decided that upon conditions, of which the above forms an important element, the permission for the use of the road which you desire to obtain, may be conceded to you, such use to extend up to the 1st of May next, when, in accordance with the understanding verbally arrived at with yourselves, and with the Canadian Pacific Railway Company, the road must be handed over for operating purposes to that Company.

Instructions have accordingly been given to Mr. Schreiber, under which he is authorized to sanction such arrangements proposed by your firm, for the running of freight trains between Thunder Bay and Rat Portage as may meet with his approval.

Further, Mr. Van Horne has verbally consented that the box cars necessary for traffic shall be furnished by the Canadian Pacific Railway Company.

It must, however, be a distinctly understood condition throughout the arrangement, that the work for the completion of the contracts in yours hands shall not be retarded by the opening of the road to traffic; and also, that every facility will be afforded to the Canadian Pacific Railway Company in order to the due operation of the line by them on and after the 1st of May next.

I am, Sirs, your obedient servant,

A. P. BRADLEY, *Secretary*.

Messrs. MANNING, McDONALD, McLAREN & Co., Prince Arthur's Landing.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 29th September, 1882.

SIR,—Herewith you will find a copy of a letter I addressed, on the 18th September, to Messrs. Manning, McDonald, McLaren & Co., upon the subject of the working of the traffic upon the Canadian Pacific Railway, between Arthur's Landing and Rat Portage.

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

C. SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

WINNIPEG, 18th September, 1882.

GENTLEMEN,—I understand you are sending out a train to-morrow over the line between Prince Arthur's Landing and Rat Portage, on traffic account, and that you propose continuing the service regularly, three trips each way every week. You must understand that you are, so far as I am aware, acting without proper authority from the Department of Railways and Canals. The Hon. Acting Minister authorizes me, by telegraph of 16th inst., to allow you to carry on the traffic, upon the conditions contained in your letter to him, and also with the distinct condition that the completion of the contracts shall not be retarded through the opening of the road for traffic; and also, that every facility will be given to the Canadian Pacific Railway Company for the operation of the road by them on and after 1st May next.

Upon receiving a letter from you, intimating your readiness to comply with these conditions, I will give you the necessary authority for working the traffic at a running speed not exceeding fifteen miles per hour, between Prince Arthur's Landing and Taché, eight miles per hour between Taché and Eagle River, and eighteen miles per hour over Contract B., running cautiously and steadily over the temporary bridges.

Mr. Pope states Mr. Van Horne informed him some time ago, that box cars could be obtained from the Canadian Pacific Railway Company.

I am, Gentlemen, yours truly,

C. SCHREIBER.

Messrs. MANNING, McDONALD, McLAREN & COY., Rat Portage.

Memorandum.

OTTAWA, September 29th, 1882.

The undersigned has the honor to represent that a report has been received from the Chief Engineer of the Canadian Pacific Railway, dated the 29th inst., showing that the division of that railway, extending from Prince Arthur's Landing to Rat Portage, though far from being finished, is so far completed as to be in a condition to admit, in his opinion, of the running of through trains at the following rates of speed, for the several portions of the line, namely, between Prince Arthur's Landing and Taché, at fifteen (15) miles an hour; between Taché and Eagle River, at eight (8) miles an hour, and between Eagle River and Rat Portage at a speed of eighteen (18) miles an hour, without seriously injuring the rails.

That Messrs. Manning, McDonald, McLaren & Co., Contractors for Section "B," have made verbal application for permission to run the traffic over this division, and inasmuch as they are carrying on heavy train work under this contract for Section "B," and also on Section "A," under a sub-contract with Messrs. Purcell & Co., employing a large number of engines and cars, it is important that if traffic trains are to be run over this division during the present season, they should be under the control of the same parties who are carrying on the construction train work.

The undersigned, therefore, recommends that Messrs. Manning & Co. be permitted to carry on the freight traffic over the division at the rate of speed above given, upon the following conditions:—

1. Permission shall only extend to the conveyance of freight, and not of passengers.

2. That the following shall be the maximum charge for the class of freight undermentioned, namely:—

For a distance of 400 miles—

Coal.....	\$4.00 per ton.
Lumber.....	55.00 per car load.

(Based on Canadian Pacific classification.)

Flour.....	68 cts per barrel.
Grain.....	34 " 100 lbs.
Salt.....	\$1.00 " barrel.
Live stock.....	90.00 " car.

The foregoing to be the basis upon which mileage rates shall be charged.

3. That the works of construction upon which the contractors are engaged shall be in no way interfered with, and they shall be prosecuted with vigor to completion, as required by the contracts.

4. That on the 1st of July, 1883, the right to operate the line for traffic purposes now to be conferred, will cease, and Messrs. Manning & Co. will surrender the same, affording thenceforward facilities in every possible way for the conduct of the traffic.

5. That both Sections "A" and "B," shall be left on the said 1st of July, 1883, in a thoroughly completed condition, and in first-class running order, as required by the contracts.

6. That the line between Prince Arthur's Landing and English River (Sections 15 and 25) shall be left, on the 1st July, 1883, in as good a condition as it may be in when the men now employed by the Government in setting up the track are withdrawn, as to which condition the Engineer is to be the judge.

7. That the track, the buildings and other works shall be maintained in a thorough state of efficiency throughout, at the cost of Messrs. Manning & Co.

The undersigned recommends that he be authorized to enter into an agreement with Messrs. Manning & Co., upon the basis of the above conditions.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council, on the 30th September, 1882.

On a Memorandum, dated 29th September, 1882, from the Acting Minister of Railways and Canals, representing that a report has been received from the Chief Engineer of the Canadian Pacific Railway, dated the 29th inst, showing that the division of that railway, extending from Prince Arthur's Landing to Rat Portage, though far from being finished, is so far completed as to be in a condition to admit, in his opinion, of the running of through trains at the following rates of speed, for the several portions of the line, namely: Between Prince Arthur's Landing and Taché, at fifteen miles an hour, between Taché and Eagle River, at eight miles an hour, and between Eagle River and Rat Portage at a speed of eighteen miles an hour, without seriously injuring the rails.

The Minister states that Messrs. Manning, McDonald, McLaren & Co., contractors for section "B," have made verbal application for permission to run the traffic over this division, and inasmuch as they are carrying on heavy train work under their contract for section "B," and also section "A," under a sub contract with Messrs. Purcell & Co., employing a large number of engines and cars, it is important that if traffic trains are to be run over this division during the present season, they should be under the control of the same parties who are carrying on the construction train work.

The Minister, therefore, recommends that Messrs. Manning & Co. be permitted to carry on the freight traffic over this division at the rates of speed above given, upon the following conditions:—

1. Permission shall only extend to the conveyance of freight, and not of passengers.
2. That the following shall be the maximum charge for the class of freight undermentioned, namely,—

For a distance of 400 miles—

Coal .....	..... \$1 per ton.
Lumber .....	..... \$55 per car load.
(Based on Canadian Pacific Railway classification.)	
Flour.....	.....68c. per barrel.
Grain.....	.....34c. per 100 lbs.
Salt.....	.....\$1 per barrel.
Live stock..	.....\$90 per car.

The foregoing to be the basis upon which mileage rates shall be charged.

3. That the works of construction upon which the parties of the second part are engaged shall be in no way interfered with, and that they shall be prosecuted with vigor to completion, as required by the contracts.

4. That on the 1st of July, 1883, the right to operate the line for traffic purposes now conferred will cease, and the parties of the second part will surrender the same, affording thenceforward facilities in every possible way for the conduct of the traffic.

5. That both Sections "A" and "B" shall be left on the said 1st of July, 1883, in a thoroughly completed condition, and in first-class running order, as required by the contracts for those sections.

6. That the line between Prince Arthur's Landing and English River (Sections 15 and 25) shall be left, on the 1st of July, 1883, in as good a condition as it may be in when the men now employed by the Government in setting up the track are withdrawn, as to which condition the Chief Engineer is to be the sole judge.

7. That the track, the buildings and other works shall be maintained in a thorough state of efficiency throughout at the cost of the parties of the second part.

The Minister recommends that he be authorized to enter into an agreement with Messrs. Manning & Co., upon the basis of the above conditions.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 24th, March 1883.

SIR, — As contractors for Section B, of the Canadian Pacific Railroad, Thunder Bay Branch, and also having undertaken, by agreement with the Government, the completion of Section A, and being entitled, under our contract for Section B, and by arrangement with you to operate the railroad from Prince Arthur's Landing to Rat Portage, until the 1st July next, we have the honor now to address you in reference to the present position of our work under our contract and agreement, the amount of work remaining to be done and the arrangements necessary to be made for the business and working of the road during the coming season, when a large amount of traffic may be anticipated, which, we understand, it is the desire of the Government to accommodate, so far as the state of the road and the work requisite to be done in completing it may render possible and safe.

Immediately on the opening of navigation in the early part of May, there will, no doubt, be a rush both of passengers and freight business. In order to meet this it is necessary for us to procure, without delay, and at heavy cost, additional engines and other rolling stock, and also to provide, by the construction of temporary trestle-work, and bridges and other outlay on the road itself, for the carriage of the traffic in such a way that our work in completing our contract may not be impeded or prevented.

If the possession and running of the road is delivered over to the Government or the Canadian Pacific Railroad Company on the 1st of July, we shall be placed at a great disadvantage in completing such part of our work as may not then be finished, it being impossible, with safety and advantage, to run ordinary and construction trains at the same time under different management. Some part, but comparatively little, of our work on Section B will remain unfinished on 1st July, owing to the delays we have experienced from various causes, into which it is not necessary now to enter, and partly by our exertions to meet the views of the Government, by opening the road for traffic before we had completed our work.

It would not, however, pay us to incur the outlay requisite to provide for the spring traffic we have referred to, and also to be delayed in finishing our contract work, if we are to deliver over the running of the road on 1st July.

We therefore beg now respectfully to call your attention to these considerations we have mentioned with a view to some fair and equitable arrangement being

arrived at, either by extending the time during which we are to run the road to the end of this season, in which event we would at once make arrangements for the rolling stock and other preparations necessary for carrying the traffic as efficiently as the state of the road allows, or by taking the whole work off our hands by the 1st May, on fair and reasonable terms, as to the value of our plant and stock, and the cost and profit of the work remaining to be done, which can be completed with much greater advantage by the party operating the road.

We are anxious to meet the views of the Government and of the Canadian Pacific Railway Company on these matters, and to discuss the terms of any arrangement that may be proposed as a fair basis of settlement.

We have the honor to be, your obedient servants.

MANNING, McDONALD, McLAREN & CO.

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 27th March, 1883.

SIR,—As requested, I have the honor to report upon Messrs. Manning, McDonald, McLaren & Co.'s letter of the 24th March instant, relating to the operating of the traffic of the Canadian Pacific Railway between Prince Arthur's Landing and Rat Portage, as affecting the completion of the works of construction upon Section 42 B of that railway, and in doing so I may state, first, that I am not aware that these gentlemen have, as stated, entered into an agreement with the Government for the completion of the works of construction of Section 41 A. And as it is unusual for such arrangements to be made without advising me, I can scarcely think such an agreement exists; neither do I understand that Contract 42 B entitles them to operate the railway between Prince Arthur's Landing and Rat Portage. I have again perused the contract and can find no such clause.

That they are allowed by a special agreement made with the Government under certain conditions to operate the traffic upon this section of the railway, until 1st July next, 1883, I quite understand.

There remains yet to be done, to complete their Contract 42 B, about \$300,000 worth of work, and as it is not probable that Messrs. Manning, McDonald, McLaren & Co. can commence operations to advantage until, say, the first week in June next, it may be assumed, I think, that the whole favorable working season would be absorbed in completing the work; hence, no doubt, their desire to have their position defined in relation to traffic operations.

I quite agree with them that the working of the traffic will very materially interfere with the carrying on the works of construction, and I am also in accord with them in their statement that it is most undesirable that the working of the traffic trains and those of construction should be under distinct and separate control. Such would, without doubt, add to the delay in finishing the works of construction, and largely enhance the cost of same, and trains would be moved with greater liability of accident, which might result in destruction of property and loss of life, and therefore I do not think it admits of a doubt but that the works of construction and traffic should be under single control.

That the traffic during the coming season is likely to be heavy both in passenger and freight, I quite agree with these gentlemen, and it will take a large quantity of rolling stock to move it, with any degree of promptness and satisfaction, and for them to procure sufficient stock for merely a month or two of this traffic, would, no doubt, not be worth the trouble, cost and anxiety attending it, and they are, in my opinion, quite right in their expressed belief that the Canadian Pacific Railway Company are in a much better position to conduct such a traffic satisfactorily to the public and to the Government than they, under the circumstances, possibly could be.

I, therefore, am firmly of the opinion that it would be advantageous to all concerned if the Canadian Pacific Railway Company were to take hold of the traffic of this portion of the road and work it.

As to the completion of the works of construction, I have, I think, said enough to satisfy the Honorable Minister that the completion of this work should fall into the hands of those who are to control the traffic, let it be the Government, the Canadian Pacific Railway Company, or Messrs. Manning, McDonald, McLaren & Co.

My opinion is, that neither the Government nor Messrs. Manning, McDonald, McLaren & Co., are in a position to satisfactorily perform the service, and I have no doubt it would be a great advantage to the Canadian Pacific Railway Company to do so, and in the interest of the Government for them to work the traffic, and hence complete the works of construction, if a satisfactory arrangement could be made to that end.

Under all the circumstances, if, as I imagine to be the case, the Canadian Pacific Railway Company desire to operate the road from Prince Arthur's Landing westwards, it would, I think, be far better to make a fair and equitable arrangement with Messrs. Manning, McDonald, McLaren & Co., to relieve them of their construction contract and to enter into an arrangement with the Canadian Pacific Railway Company to complete the work. My reason for recommending this course in preference to extending Messrs. Manning, McDonald, McLaren & Co.'s time for completion is, I think, apparent from my previous remarks, and Messrs. Manning, McDonald, McLaren & Co. seemingly share in this view.

I, therefore, suggest that if the Canadian Pacific Railway Company are, as I believe them to be, desirous and willing to take over the section of road between Prince Arthur's Landing and Rat Portage for traffic purposes, and to complete the works of construction at the estimated cost based on the contractors' prices, that authority be given to relieve Messrs. Manning, McDonald, McLaren & Co. of their contract on fair and equitable terms, and that without delay the Order in Council of 28th March, 1831, be put in operation, to dispose of all matters in dispute between Messrs. Manning, McDonald, McLaren & Co. and the Government, in connection with the carrying out of their contract.

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

C. SCHREIBER, *Engineer-in-Chief.*

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 28th March, 1883.

The undersigned has the honor to represent, that under a contract dated the 6th of September, 1879, Messrs. Manning, McDonald, McLaren & Co., contractors for the section of the Canadian Pacific Railway, known as Section "B" or Contract 42, between Eagle River and Rat Portage, are required to complete this section by the 1st of July, 1883.

That under an Order in Council, dated the 30th of September, 1882, this firm have been permitted to carry on the freight traffic over the whole distance from Prince Arthur's Landing to Rat Portage, the privilege expiring on the 1st of July, 1883. The causes which led to the grant of this concession were the necessity of admitting a certain amount of traffic, and the disadvantages which would have attached to the operation of the incomplete road, by parties other than those engaged in the work of its construction.

That under date the 24th inst., a communication has been received from the contractors, having reference to the necessity of prospective arrangements being now made for the running of trains over the line, during the approaching season of navigation.

That the contractors represent that upon the opening of navigation a rush of traffic must be looked for, to meet which, heavy additional expenditure will be required for the provision of the necessary rolling stock, &c., and that should the operation of the road be taken out of their hands on the 1st of July, not only will this expenditure be unremunerative, but they will further be placed at disadvantage in finishing that portion of their work which will, they anticipate, be then still incomplete. They therefore ask that some arrangement may be made by which the difficulties involved in the situation may be met.

That the matter having been referred to the Government Chief Engineer, he has reported, under date the 27th inst., to the effect that there still remains to be done under this contract work to the value of about \$300,000; that it is probable that the whole of the forthcoming working season will be taken up in its execution; that the working of the traffic will very materially interfere with the works of construction, and that in view of the delay, cost and danger which would be incurred, it is most undesirable that traffic and construction trains should be under separate control; that the anticipations of the contractors of heavy traffic during the forthcoming season, are likely to be realized, and that it would not be worth their while to incur the cost of the extra rolling stock thereby entailed, for merely a month or two of operation. The Chief Engineer considers, further, that neither Messrs. Manning & Co., nor the Government, are in a position satisfactorily to perform the service required, and that it would be a great advantage to the Canadian Pacific Railway Company, and would further the public interest, if an arrangement of a satisfactory nature could be made with that Company for the completion of the work remaining to be done under Messrs. Manning & Co.'s contract, the Government handing over to them the section of road between Prince Arthurs's Landing and Rat Portage for traffic purposes. In view of the foregoing, and of the further fact, that under the terms of their contract the Canadian Pacific Railway Company have a right to expect the surrender of this section by the 1st of July, 1883, that being the date fixed for its completion when the work was let, the undersigned recommends that he be authorized to enter into negotiations with the Company and the contractors, with the object of arriving at a satisfactory settlement of this matter. He further recommends that as by an Order in Council of the 28th of March, 1881, authority was given for the submission, to a Board of three arbitrators, of certain claims and questions at issue between Messrs. Manning & Co. and the Government, and as further claims have since arisen, the powers of submission to such arbitration conferred by the said order be extended so as to cover such further claims.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 2nd April, 1883.

On a Report, dated 28th March, 1883, from the Minister of Railways and Canals, submitting that under a contract dated the 6th September, 1879, Messrs. Manning, McDonald, McLaren & Co., contractors for the section of the Canadian Pacific Railway, known as Section "B," or Contract 42, between Eagle River and Rat Portage, are required to complete this section by the 1st July, 1883, and that by an Order in Council dated the 30th September, 1882, this firm have been permitted to carry on the freight traffic over the whole distance from Prince Arthur's Landing to Rat Portage, the privilege expiring on the 1st of July, 1883. The causes which led to the grant of this concession were the necessity of admitting a certain amount of traffic and the disadvantages which would have attached to the operation of the incomplete road by parties other than those engaged in the work of its construction.

The Minister represents that under date the 24th March, inst., a communication has been received from the contractors, having reference to the necessity of prospective arrangements being now made for the running of trains over the line, during the approaching season of navigation; and that the contractors represent that upon the opening of navigation a rush of traffic must be looked for, to meet which, heavy additional expenditure will be required for the provision of the necessary rolling stock, &c.; and that should the operation of the road be taken out of their hands on the 1st of July, not only will this expenditure be unremunerative, but they will further be placed at disadvantage in finishing that portion of their work, which will, they anticipate, be then still incomplete. They, therefore, ask that some arrangement may be made by which the difficulties involved in the situation may be met.

The Minister further represents that the matter having been referred to the Government Chief Engineer, who reported, under date the 27th inst., to the effect

that there still remains to be done, under this contract, work to the value of about \$300,000; that it is probable that the whole of the forthcoming working season will be taken up in its execution; that the working of the traffic will very materially interfere with the works of construction, and that in view of the delay, cost and danger which would be incurred, it is most undesirable that traffic and construction trains should be under separate control; that the anticipations of the contractors of heavy traffic during the forthcoming season are likely to be realized, and that it would not be worth their while to incur the cost of the extra rolling stock thereby entailed for merely a month or two of operation.

The Chief Engineer considers, further, that neither Messrs. Manning & Co., nor the Government, are in a position satisfactorily to perform the service required, and that it would be a great advantage to the Canadian Pacific Railway Company, and would further the public interest, if an arrangement of a satisfactory nature could be made with that Company for the completion of the work remaining to be done under Messrs. Manning & Co.'s contract, the Government handing over to them the section of road between Prince Arthurs' Landing and Rat Portage for traffic purposes; that in view of the foregoing, and of the further fact that under the terms of their contract the Canadian Pacific Railway Company have a right to expect the surrender of this section by the 1st of July, 1883, that being the date fixed for its completion when the work was let, the Minister recommends that he be authorized to enter into negotiations with the Company and the contractors, with the object of arriving at a very satisfactory settlement of this matter. He further recommends that, as, by an Order in Council of the 28th of March, 1881, authority was given for the submission to a Board of three arbitrators of certain claims and questions at issue between Messrs. Manning & Co. and the Government, and as further claims have since arisen, the powers of submission to such arbitration conferred by the said order be extended so as to cover any claims remaining unadjusted at the time of the submission.

The Committee concur on the foregoing recommendations and submit the same for Your Excellency's approval, it being understood that all negotiations with the Company and contractors shall be subject to approval by Your Excellency in Council.

JOHN. J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, April, 1883.

SIR,—In reference to our letter to you of the 24th ult., and the interviews we have since had with yourself and the Chief Engineer, on the subject of our handing over the work under our contract on Section B, and the running of the road from Prince Arthur's Landing to Rat Portage on the 1st of May, and in accordance with your request that we should state the terms as definitely as possible under which we are willing to do so, we now beg respectfully to submit to you the following outline of the arrangements which we think should be made with us:

We consider that we should be paid our reasonable profit on the train work remaining to be done, because the work last year done by us in opening the pits made the work of that character then unprofitable to us, and this year's work now remaining to be done, if carried on, irrespective of interruption of traffic on the road, would be very profitable, and could be done by us at about one-half the price named in our contract, while last year's work cost us more than we were allowed for it. We think, therefore, that we should be allowed the usual estimated profit of contractors on such work, viz., 15 per cent. on the amount remaining to be done.

We should also be paid the cost of temporary trestle-work not yet filled, less, of course, whatever amount has been advanced to us upon it in our progress estimate.

We should also be paid for such sidings as we have laid down and for three Y's which we have built. We had several communications with the General Manager of the Canadian Pacific, in reference to our plant, and we have no doubt that an arrangement can be concluded by us with that Company for the sale of our plant to it, in which event that item may be removed from consideration of the terms upon which we are to surrender the work to the Government.

We should be glad to meet you and the Chief Engineer, at any time you may name, to discuss the whole matter with you, with a view to an early arrangement of it.

We are, Sir, your obedient servants,
MANNING, McDONALD, McLAREN & CO.

Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 25th April, 1883.

SIR—The proposal of Messrs. Manning, McDonald, McLaren & Co., dated April, 1st 83, for handing over the works under their contract on Section B, of the Canadian Pacific Railway, and also the operating of the road between Prince Arthur's Landing and Rat Portage, having been referred to me for report, I have the honor to state as follows:—

The offer of the contractors to hand over the road upon a basis of a payment of:

1. 15 per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle-work upon which no filling has as yet been done, less the amount advanced in the progress estimates.
3. The cost of labor in laying down sidings and three Y's built for temporary traffic purposes, is not unreasonable, and inasmuch as, I understood, from a discussion of the matter between the Hon. Minister of Railways and Canals and the General Manager of the Canadian Pacific Railway Company, at which I was present that the Canadian Pacific Railway Company are prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage at the several Government contract prices, less any sums which may be paid Messrs. Manning, McDonald & Co., upon a settlement on the above basis, I therefore recommend that a settlement with Messrs. Manning, McDonald, McLaren & Co. be made upon these terms.

I have the honor to be, your obedient servant;

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 27th April, 1883.

The undersigned has the honor to represent that by an Order in Council, dated the 2nd inst., authority was given for entering into negotiations with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, and with the Canadian Pacific Railway Company, in order to the arriving at a satisfactory settlement of prospective difficulties arising from the operation of the road from Prince Arthur's Landing west, over the unfinished portion embraced in the contract of the firm named during the forthcoming season.

That such negotiations have been carried on with the result that a proposal has been received from Messrs. Manning, McDonald, McLaren & Co., on the 16th inst., by which they agree to hand over the works embraced in their contract on Section B, and also the operating of the road between Prince Arthur's Landing and Rat Portage, upon a basis of payment as follows:—

1. 15 per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle-work upon which no filling has as yet been done, less the amount advanced in the progress estimates.
3. The cost of labor in laying down sidings, and three Y's built for temporary traffic purposes.

Upon this proposal the Government Chief Engineer has reported, under date the 25th inst., to the effect that the above proposal is not unreasonable, and that it being understood from the Manager of the Canadian Pacific Railway that that Company are prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage, at the several Government contract prices, less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co.,

upon a settlement on the above basis, he advises acceptance of the proposal made by the firm as above set forth, and a settlement of the matter upon these terms.

The undersigned concurs in this opinion, and recommends that authority be given accordingly.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 30th April, 1883.

On a Memorandum dated 27th April, 1883, from the Acting Minister of Railways and Canals, submitting that by an Order in Council dated the 2nd inst., authority was given for entering into negotiations with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway in order to the arriving at a satisfactory settlement of prospective difficulties arising from the operation of the road, from Prince Arthur's Landing west over the unfinished portion embraced in the contract of the firm named during the forthcoming season.

The Minister represents that such negotiations have been carried on with the result that a proposal has been received from Messrs. Manning & Co., on the 16th inst., by which they agree to hand over the works embraced in their contract on Section B, and also the operating of the road between Prince Arthur's Landing and Rat Portage, upon a basis of payment as follows:—

1. Fifteen per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle work, upon which no filling has as yet been done, less the amount advanced in the progress estimate.
3. The cost of labour in laying down sidings, and three Y's built for temporary traffic purposes.

The Minister further represents that, upon his proposal, the Government Chief Engineer has reported, under date the 25th inst., to the effect that the above proposal is not unreasonable, and that it being understood from the Manager of the Canadian Pacific Railway that that Company is prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage, at the several Government contract prices, less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co., upon a settlement on the above basis, he advises acceptance of the proposal made by the firm as above set forth, and a settlement of the matter upon these terms.

The Minister concurs in this opinion and recommends that authority be given accordingly.

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

JOHN J. MCGEE.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 17th May, 1883.

SIR,—Referring to the negotiations which have been lately taking place, with a view to the reception by this Company of the Thunder Bay Branch, from Rat Portage to Prince Arthur's Landing, I am instructed by the Directors of this Company to state, that while the Company are prepared to take over this portion of the railway, and equip and operate it, they have not as yet had time to complete the examinations of it, as to the extent to which it has been completed, or to which its condition would meet the requirements of the contract between the Government and the Company.

In order, therefore, to prevent any misconception hereafter, as to the position of the Company in assuming possession of this portion of the Railway, I am instructed to say that it will be taken over by the Company, under express reserve of the rights of the Company to have it completed in all respects in conformity with the contract, to the same extent as if the Company were not now undertaking its operation.

I am further instructed to state that the Company have reason to believe that its condition and state of preparation are open to all the objections contained in their letter to the Department of Railways and Canals, under date the 2nd of February, 1882, with reference to the line between Telford and Rat Portage. In addition to the points suggested in that letter, and without relinquishing any right of the Company in respect of any matter not designated here, I would indicate various timber trestles across water stretches, which, in the opinion of the Company, would require to be filled, in whole or in part, to conform to the spirit of the contract. And it is probable, also, that timber work of various kinds will require renewal, from decay having taken place since such work was constructed.

Without further specifying details in which the Company believe the work is undoubtedly incomplete, I have only to repeat, that in assuming this portion of the railway the Company do so under express reserve, not only of their own rights in respect of the matters referred to above, and in their former letter, but also of all other matters in connection with this section, which they would be entitled by their contract to have adjusted if they had awaited the entire completion of the work before taking possession of it.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 3rd July 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Honorable Minister of Railways early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the Company, and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action no details were agreed upon, except that so much of the work as was covered by the contract of Manning, McDonald, McLaren & Co. should be completed by the Company at the contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 42.

The remaining sections, known as Contracts 41, 25 and 13, were also incomplete, a large amount of ballasting and filling being required upon all of them, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of the ties required renewal at an early date.

At many stations between Rat Portage and Fort William the side tracks were incomplete, and in some cases none had yet been provided. At each of the two divisional points, 9,600 feet of side tracks and an engine house track had yet to be provided.

The water service was only suitable for construction purposes, and not for regular traffic, and twenty frost proof-tanks were required.

No depots had been erected, save one at Rat Portage. The Government had put six under contract, but twenty-five more were necessary. A number of houses, built of logs, for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses; but, if they are so used, twenty-seven additional section houses will be needed. Two engine sheds and turntables, each to hold twelve engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings, and work of similar character.

When the line between Selkirk and Cross Lake was taken over by the Company, in 1881, a large amount of ballasting had yet to be done, and it was agreed that the

Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet.

The section between Cross Lake and Rat Portage was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses, which may be utilized for the latter purpose. On this section five depots are needed, &c.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and with a view to avoiding these and to securing the completion of the line and buildings in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition:—

The Company will undertake, for the sum of \$940,000, to complete in a first-class manner the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds and all other usual and necessary structures, and make all renewals of ties and bridges and do all other necessary work, provided that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet, and for 9,600 feet of sidings at each of two divisional points, and for an engine house track 700 feet in length at each of said points; provided also, that the Company may be free to follow their own standards where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway. The Company will also take over and pay the Government the cost price of any ties or timber or other material now on hand that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain after providing for the sidings, as before mentioned.

In this connection I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic, mainly competitive, requiring to be carried at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a more local line, and while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company in strengthening dangerous points, in providing additional facilities and, generally, in making the line all that it should be for the traffic it will have to carry.

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

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

P. S.—The foregoing communication having been returned to me for explanation as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42; and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$951,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE.

CANADIAN PACIFIC RAILWAY, OTTAWA, July 4th, 1883.

SIR,—Mr. Van Horne's letter of the 3rd inst., making a proposal on behalf of the Canadian Pacific Railway Company for a bulk sum of nine hundred and forty thousand dollars (\$940,000) to complete the works upon Contracts A and B, the

ballasting upon Contract 14, the renewals of bridges, ties, &c., upon the section of road between Prince Arthur's Landing and English River, the erection of station houses, engine houses, sectionmen's houses, and the water service—in fact, to do everything necessary to complete the road thoroughly and efficiently, having been referred to me, I have the honor to report that if the 15 per cent. on the train filling referred to by Mr. Van Horne, which amounts to \$41,200, be added to the sum of \$940,000, it appears that his estimate of the cost of work is \$981,200.

I carefully investigated this matter and made an estimate of \$979,000, which is practically the same as his. I therefore recommend that his figures of \$981,200 be accepted as being, in my judgment, fair and reasonable.

From this sum, as I understand it, should be deducted certain items referred to in the Order in Council upon this subject, dated the 30th April, 1883.

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

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 5th July, 1883.

The undersigned has the honor to represent that, under date the 3rd inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th of April, 1881, and the portion between Telford and Rat Portage, by an Order of the 12th of January, 1882.

That by an Order of the 30th of April last, sanction was given to an arrangement whereby the contractors for Section B might be enabled to surrender to the Canadian Pacific Railway Company their work still remaining unexecuted, together with the operation of the road westward to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have, accordingly, conducted this traffic.

That the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government, further, performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, and to carry out such ballasting work and the construction of engine houses, &c., as may be requisite in order to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable and approximates very closely to his own estimate of the value of the work to be done.

That the contract date for the completion of Section B is the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than one control, the Chief Engineer advises that the offer of the Company be accepted.

The undersigned, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends, that in the public interests, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid for in such proportions as may be fixed from time to time by his certificate.

Respectfully submitted,

J. H. POPE, *Acting Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 9th July, 1883.

On a Memorandum, dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date of 3rd July, inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th of January, 1882.

The Minister further represents that by an Order in Council of the 30th April last, sanction was granted to an arrangement whereby the contractors for Section "B," between Keewatin (a short distance west of Rat Portage) and Eagle River might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operating of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government; and further, performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine house construction, as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date of the 4th inst., the Chief Engineer has reported, to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of Section B, between Eagle River and Keewatin, was the 1st of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer of the Company be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed, in all respects, to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 11th August, 1883.

SIR,—I have the honor, by direction of the Acting Minister of this Department, to request your opinion in relation to a certain agreement made with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, between Eagle River and Rat Portage, for the surrender to the Government of the works embraced in their contract, together with the privilege of conducting freight traffic over the line from Rat Portage to Prince Arthur's Landing, a privilege granted by Order in Council of the 30th September, 1882, and expiring on the 1st

July, 1883, the date fixed by their contract for the completion of the section referred to, and consequently, for its delivery to the Syndicate under their charter.

In view of the increasing requirements of the freight traffic which it was desirous to meet, and the difficulty and danger of conducting works of construction, under control other than that operating the line, it was considered well that the Canadian Pacific Railway Company should be permitted to assume the work of completing this section, together with the operation of the road east, from Rat Portage to Lake Superior, in time for the opening of navigation, and accordingly, on the 2nd of April last, an Order in Council was issued, giving authority for entry into negotiations with the Syndicate and the contractors, in order to the surrender of the interests and privileges possessed by the latter.

In pursuance of this order, the contractors, on the 10th April, submitted a proposition for such surrender, and on the 30th of that month, based on a report from the Government Chief Engineer, dated the 25th, in which he characterized their proposal as not unreasonable, an order was passed, authorizing its acceptance, and the work and privileges in question were subsequently, on the 10th May last, assumed by the Syndicate.

That one feature of the proposal of the contractors related to the profits which they anticipated would accrue on the work remaining to be done, a proportion of which they consider they should receive, the clause in question running as follows:—

“We think that we should be allowed the usual estimated profit of contractors in such work, viz:—15 per cent. on the work remaining to be done,”—and it being understood, as is shown in the report of the Chief Engineer, dated the 25th April, that the Syndicate would undertake the completion of the work remaining to be done at the contract prices, “less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co. upon a settlement on the basis” (their proposal), the item in question was specially embodied in the order authorizing acceptance of the contractor’s proposition.

Owing to the necessity for immediate action, no detailed arrangement was made with the Syndicate at the time of the transfer, but on 3rd July they submitted an offer dealing not only with the whole line from Prince Arthur’s Landing to Selkirk upon which work remained to be done. From the explanatory postscript to the communication of their General Manager, conveying this offer, it will be seen that the Company proposed to do the work over the whole distance named for the bulk sum of \$940,000, which sum he stated was “exclusive of the 15 per cent. deducted from the train-work on Contract 42,” adding as follows: “If this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.” The Chief Engineer reported, on the 4th of July, to the effect that with the addition of \$41,200, as representing the 15 per cent. profit on the train filling on Contract 42, the estimate made by the Syndicate was practically the same as his own, and thereupon an order was passed dated 7th ultimo, authorizing the acceptance of the offer of the Syndicate, the amount to be paid being \$926,000, arrived at after deducting from this total estimate, the two items above referred to, it being stipulated that payment should be made in such proportion as may be fixed from time to time by the Chief Engineer’s certificate.

The contractors now ask that payment be at once made them of the amount of their estimated profit, and I am directed to request that you will be pleased to advise whether in view of the several agreements and orders referred to herein, the claim for such payment in advance of the execution of the work is one which can fairly be recognized by the Government.

I have the honor to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 14th August, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th inst., in which you request an opinion relative to an agreement made with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, for the surrender to the Government of their contract and the privilege previously granted them of operating the railway from Prince Arthur's Landing to Rat Portage.

I am asked to express an opinion as to whether or not, in view of the several agreements and orders referred to in your letter, the Government can fairly recognize the claim made by the contractors, that they (the contractors) should be paid the sum agreed to be paid them, on the surrender of their contract, in advance of the execution, by the Canadian Pacific Railway, of the work which, but for the surrender, the contractors would, under their contract, have been obliged to perform.

From the facts stated, I am of opinion that Messrs. Manning, McDonald, McLaren & Co. have now nothing to do with the completion of the works embraced in their contract.

The contract has been rescinded, the works taken over by the Government and a contract made with the Canadian Pacific Railway Company for the completion thereof. Whether the works are ever completed or not, Manning & Co. are equally entitled to be paid the amount they stipulated for in their offer, which was, as it appears, accepted by the Government. I am, therefore, of opinion that the Government can fairly recognize the claim made by the contractors to be paid in advance of the execution of the works by the Canadian Pacific Railway Company.

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

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

A. P. BRADLEY, Secretary Railways and Canals.

ESTIMATE BY ENGINEER OF COST FOR COMPLETION OF SECTION B.

ENGINEER'S DEPARTMENT,
CONTRACT 42, RAT PORTAGE, 19th March, 1883.

SIR,—Herewith I beg to enclose an estimate showing the amount of work yet to be done to complete Contract 42 and put it in good running order. This has been carefully prepared and may be considered full.

You may remember that the contractors were given the option of putting in trestle-work in lieu of embankment at stations 606 and 1050 of first division; the piles already driven assumed to be sufficiently stable for the permanent trestle, but additional spar-piles are required. Of course this would temporarily reduce the cost of the work and save time. Nothing has been done as yet at these places, and in the estimate we have assumed that they are filled in with earth.

Your obedient servant,

J. ST. V. CADDY.

C. SCHEIBER, Engineer-in-Chief.

STATEMENT showing the Amount and Cost of Work required to be done to complete Contract 42 and put it in good running order.

Description of Work.	Quantities.	Rate.		Amount.		Total Amount.
		\$	cts.	\$	cts.	\$ cts.
Clearing	Acres.	10	25 00		250 00	
Grubbing	"	2	75 00		150 00	
Solid rock	Cub. yds.	8,000	1 85		14,800 00	
Loose do	"	60,000	0 75		45,000 00	
Earth excavation (including borrow)	"	100,000	0 31		31,000 00	
Excavation in off-takes	"	2,000	0 50		1,000 00	
Earth excavation (under water)	"	400	0 93		372 00	
Extra earth borrow, 241 to 273 miles	"	314,000	0 37		116,180 00	
do 273 to 289 "	"	318,000	0 35		111,300 00	
Ballasting	"	152,000	0 29		44,080 00	
Extra haul	"				10,000 00	
Culvert masonry	"	200	9 00		1,800 00	
Rip-rap	"	2,500	3 00		7,500 00	
Under-drains	Lineal ft.	500	0 40		200 00	
Stream tunnels	"	54	12 00		648 00	
Square timber in bridges and culverts, 12x12.	"	2, 00	0 40		800 00	
do do 9x8.	"	1,500	0 18		270 00	
do do 9x6.	"	2,000	0 16		320 00	
do do 9x4.	"	1,500	0 15		225 00	
Flatted timber do 8 in.	"	3,000	0 15		480 00	
Wrought iron	Lbs.	3,000	0 10		300 00	
Cast do	"	1,000	0 09		90 00	
Points and crossings	Sets.	5	50 00		250 00	
Days' labor and contingencies					13,015 00	
						400,000 00

J. ST. V. CADDY, *Engineer in Charge.*

RAT PORTAGE, 19th March, 1883.

OTTAWA, 2nd April, 1883.

DEAR SIR,—In reference to your letter of the 19th ult., showing the work remaining to be executed on Contract 42, and valuing the same at \$400,000, you say the return is full and ample to cover all probable contingencies. What I require is an estimate of the work actually required to complete the contract.

The quantities in the two embankments especially mentioned where temporary trestle work now is, should be given separately, with the cost of making these trestles permanent.

In the present advanced state of the work, you should have no difficulty in arriving at the exact quantities remaining to be done.

Yours truly,

C. SCHREIBER, *Chief Engineer.*

J. ST. V. CADDY, Fort William.

P. S.—You will also note the payment on account of earth filling for temporary bridging. This should appear on the face of the statement as a charge against full embankment.

CANADIAN PACIFIC RAILWAY,
ENGINEER'S DEPARTMENT, CONTRACT 42, RAT PORTAGE, 25th April, 1883.

SIR,—In reply to yours of the 2nd, in regard to my estimate of the cost of completing this contract in accordance with the specification, I beg to say that I have gone over the profile with Mr. Davy, and don't see that I can safely alter the figures, and in support of this conclusion I may say that, as a check on the work, estimates were requested from each of the assistants in charge of second and third divisions, which agreed, practically, with those made up in this office.

I beg to enclose another statement showing the cost, as before, with the amount allowed for temporary trestles deducted, and the cost, if trestles are built, at \$606 and \$1,050, in lieu of embankment.

Your obedient servant,

C. SCHREIBER, Engineer-in-Chief, Ottawa.

J. ST. V. CADDY.

STATEMENT showing amount and cost of work yet to be executed to complete Contract 42, in accordance with the specifications. First: if embankment is used at No. 606 and No. 1050; and second: if trestle work is used in lieu of embankment at those points.

Description of Work.	Embankment at No. 606 and No. 1050.			Trestle work at No. 606 and No. 1050.	
	Quantities	Rate.	Cost.	Quantities	Cost.
Clearing.....	Acres.	10	\$ 25 00	10	\$ 250 00
Grubbing.....	"	2	75 00	2	150 00
Solid rock.....	Cubic yds.	8,000	1 85	8,000	14,800 00
Loose rock.....	"	60,000	0 75	60,000	45,000 00
Earth excavation, including borrow..	"	100,000	0 31	100,000	31,000 00
do in off-takes.....	"	2,000	0 50	2,000	1,000 00
do under water.....	"	400	0 93	400	372 00
Extra earth borrow, 241 to 273 Ms...	"	314,000	0 37	314,000	116,180 00
do 273 to 288.....	"	318,000	0 35	240,000	84,000 00
Ballasting.....	"	152,000	0 29	151,000	43,790 00
Extra haul.....	"			10,000 00	10,000 00
Culvert masonry.....	"	200	9 00	200	1,800 00
Rip-rap.....	"	2,820	3 00	2,500	7,500 00
Under-drains.....	Lineal feet.	500	0 40	500	200 00
Stream tunnels.....	"	54	12 00	54	648 00
Square timber, 12 X 12.....	"	2,000	0 40	7,878	3,152 20
do 12 X 9.....	"		0 35	3,872	1,355 20
do 9 X 8.....	"	1,500	0 18	10,732	1,931 76
do 9 X 6.....	"	2,000	0 15	8,200	1,312 00
do 9 X 4.....	"	1,500	0 15	5,308	796 20
do 8 X 6.....	"		0 15	6,617	992 55
Flatted timber, 8 in.....	"	3,000	0 15	4,080	612 00
Piles.....	"		0 30	9,520	2,856 00
Plank for keys.....	B. M.		40 00		2,052 82 08
Wrought iron.....	Lbs.	3,000	0 10	19,500	1,950 00
Cast iron.....	"	1,000	0 09	7,600	684 00
Points and crossings.....	Sets.	5	50 00	5	250 00
Days' labour.....		13,015		13,595	13,595 00
Totals.....			400,960 00		386,357 99
Deduct balance of amount allowed on temporary trestles.....			35,034 00		32,174 00
			365,926 00		354,183 99

J. ST. V. CADDY, Engineer in Charge.

STATEMENT of payments (and dates of payment) to Manning, McDonald, McLaren & Co., contractors for No. 42, Pacific Railway (Section B.)

1879.		\$	c.
July	12	3,700	00
August	6	10,200	00
September	11	12,650	00
October	10	16,550	00
November	10	23,300	00
December	4	29,700	00
1880.		\$	c.
January	12	41,550	00
February	13	66,450	00

March	4	60,800 00
April	5	60,500 00
May	8	56,200 00
June	5	47,700 00
July	3	53,300 00
August	4	73,600 00
September	4	70,900 00
October	6	75,600 00
November	10	66,800 00
December	6	62,600 00
1881.		
January	5	49,000 00
February	2	74,000 00
"	2	80,000 00
March	8	93,500 00
April	4	100,700 00
"	19	47,700 00
"	19	52,300 00
May	3	85,100 00
June	2	63,700 00
July	5	69,700 00
August	8	71,400 00
September	8	61,500 00
October	5	71,100 00
November	3	51,900 00
December	5	73,000 00
1882.		
January	5	78,100 00
February	7	76,900 00
March	3	84,200 00
April	4	69,000 00
"	6	75,100 00
May	5	62,400 00
June	6	32,300 00
July	5	43,700 00
August	2	46,400 00
September	5	53,300 00
October	13	41,500 00
November	10	18,400 00
December	15	23,900 00
1883.		
January	17	37,300 00
"	17	19,489 82
February	10	3,900 00
March	22	6,400 00
May	11	2,800 00
November	22	133,918 48
Total.....		<u>\$2,785,708 30</u>
1883.		
		\$ cts.
July	14	150,000 00
September	27	136,000 00
Total.....		<u>\$286,000 00</u>

Department Railways and Canals, 15th February, 1884.

RETURN

(31r)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;—
For a Copy of a Memorial to His Excellency in Council, signed by Frank Moberly and W. A. McCallum, on behalf of the Inhabitants of Neebing, praying for relief with reference to their Bonuses to the Prince Arthur's Landing and Kaministiquia Railway Company.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
3rd March, 1884.

RETURN

(31s)

To an ADDRESS of the HOUSE OF COMMONS, dated 31st January, 1884 ;—For Copies of all Correspondence and Agreements between the Government and the Canadian Pacific Railway Company, on the subject of Immigration to Manitoba and the North-West, together with a Statement showing the Amount expended by the Company in promoting such Immigration, giving Amounts paid, with dates, to whom paid, and nature of service rendered ; Also, estimate of the Company of the number of persons from Foreign Countries who have actually settled there in each year since date of Charter.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
8th March, 1884.

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

RETURN

(31/)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th January, 1883;—For Copies of all Correspondence, Reports, and Orders in Council not covered by the Address of last Session, relating to the allowances proposed to be paid to the Canadian Manufacturers of certain goods required by the Canadian Pacific Railway; of all Applications for such allowance, and Correspondence in connection therewith; a Statement of the calculations on which the allowances have been based, and the estimate in detail of the probable sums payable out of the Treasury in respect of each class of goods, assuming them to be made in Canada, to the extent of the Company's requirements, and of the *ad valorem* percentages of all allowances of each such class.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
24th March, 1884.

Secretary of State.

RECAPITULATION.

Bolts and Nuts—	
Paid to Bolt and Iron Co., Toronto.....	\$ 1,980 80
" Pillow, Hersey & Co.....	885 71
Spikes—	
Paid to Bolt & Iron Co., Toronto.....	6,688 08
" Peck, Benny & Co.....	10,120 20
Iron Fish-Plates—	
Paid to Ontario Rolling Mill Co.....	4,098 97
Iron and Steel Bridges—	
Paid to Toronto Bridge Co.....	7,992 23
Glass Insulators—	
Claimed by Excelsior Glass Company, Montreal (but not paid)	894 00

With reference to the calculations on which the allowances have been based, they were furnished in reply to an Order of the House last Session, and no change is expected to be made in the quantities then given, except in the one item of "iron fish-plates;" this is accounted for by the fact that the Company are using almost exclusively, on some sections, the "angle" fish-plate, while the computations made by this Department were based upon the ordinary and lighter plate. The quantities required will therefore exceed to some extent the estimate made by this Department. As will be seen, the drawback now being paid on fish-plates is based upon the market value in Great Britain of, say £5 15s. per ton, as against £6 15s. per ton, on which latter basis all drawbacks were paid up to the 21st September, 1883. The rates of all other drawbacks to manufacturers (except iron and steel

bridges) will be found upon the back of the printed claim papers for Canadian Pacific Railway drawback claims. On the bridges mentioned, the rate is 25 per cent. *ad valorem*, less 10 per cent. deduction therefrom—25 per cent. being the rate of duty payable upon such bridge work, if imported into Canada.

J. JOHNSON, *Commissioner*.

CUSTOMS DEPARTMENT, OTTAWA, 18th March, 1884.

OTTAWA, 12th January, 1884.

SIR,—There are now before this Department two claims from Messrs. Peck, Benny & Co. for drawback on certain spikes manufactured and furnished by them to your Company. The bills of lading show the material in question to have been shipped to Sudbury on the dates, respectively, of 7th November and 5th December last. I have to request that you will inform this Department, definitely, as to whether this material is for actual use in the original construction of your main line, as defined by the Act 37 Vic., chap. 14, or whether it is being used in the construction of the branch leading to your terminus at Algoma.

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

W. G. PARMELEE, *Accountant*.

C. DRINKWATER, Esq., Secretary C. P. Ry. Co., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 22nd January, 1884.

SIR,—Replying to yours of January 12th to our Mr. Drinkwater, I referred your enquiry to Mr. Jas. Worthington, Manager of Construction, Sudbury, who replies that the material for ten miles of track on the Algoma Branch was taken from his stock at Sudbury. This would be equivalent to about thirty-seven tons of spikes and eight tons of bolts. The steel fish-plates used were shipped from England by the same parties who furnished the rails, so that no rebate was paid on them. If the Department will permit it, I shall order from Messrs. Peck, Benny & Co. a quantity of railroad spikes, and from Messrs. Pillow, Hersey & Co. a quantity of track bolts, to be paid for at full prices, and upon which they will receive no rebate from the Government, to be shipped to Mr. Worthington for use on the main line line, sufficient to cover the amount used by him on the Algoma Branch; or appropriate deductions may be made from the drawback claims of these two firms now before the Department, if you so prefer it. All the material shipped to Mr. Abbott has been paid for at full prices without drawback, but all the material that Mr. Worthington had on hand was purchased for original construction, and it was our intention to replace any diverted from that purpose for the Algoma Branch.

Please let us have directions as to how you want the matter arranged.

I am, Sir, your obedient servant,

T. G. SHAUGHNESSY, *Purchasing Agent*.

W. G. PARMELEE, *Accountant*, Customs Department.

OTTAWA, 23rd January, 1884.

SIR,—I beg to acknowledge receipt of your letter, dated yesterday, in reply to mine addressed to Mr. Drinkwater, and dated 12th inst. I note your explanation, that a certain portion of the spikes supplied to your Company for the original construction of the main line of your road, and on which duly certified claims for drawback have been made, has been transferred to the contractor on the Algoma Branch, and used by him in the construction of some ten miles of that branch. You state that about 37 tons of spikes and 8 tons of bolts and nuts would have been so used, and as the claims now before this Department, from Messrs. Peck, Benny & Co., cover only 34 tons, 2 cwt., 2 qrs. shipped to Sudbury, I have been obliged to return them to the firm named, and to refuse the drawback, on the ground that they were used as indicated by you. There would still remain to be accounted for—of the 37 tons used on the branch—a balance of 2 tons, 17 cwt. and 2 qrs. of

spikes, as well as the 8 tons of bolts and nuts, and I have to ask that your Company will at once forward to this Department a cheque for the sum of \$177.77, being the amount of drawback erroneously paid on these quantities. I have taken the proportions—as between bolts and nuts—which are given in previous claims of Messrs. Pillow, Hersey & Co., in arriving at the drawback which has been actually paid on the 8 tons used as above mentioned, and find that it amounts to \$134.66, leaving \$43.11 as the drawback on the balance of spikes. This Department cannot, under the provisions of the Act governing this drawback, assent to any substitution of material, as suggested in your letter, and the only way in which the matter can now be adjusted is by a refund from your Company.

I trust, however, that when future claims are being prepared, you will assure yourself that the material has actually been used in the construction of the main line before making oath to that effect.

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

W. G. PARMELEE, *Accountant.*

F. G. SHAUGHNESSY, Purchasing Agent, C.P.R., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 24th January, 1884.

SIR,—As requested in yours of yesterday, I have arranged to send our cheque to-day for \$177.77, being the amount due for drawback on material directed to Algoma Branch, as per our correspondence.

You will notice, however, that the last sentence of your letter, dated 23rd January, places us in a false position, as we make oath, in every case, that the material is “intended to be used” in the construction of the main line of the Canadian Pacific, not that “it has been used.” Our shipments are made in such a way that there is no possibility of construction material being directed for other purposes, except at this one point, where Mr. Worthington is working on both the Algoma Section and main line. He made the mistake there of drawing from his stock at Sudbury, for both purposes, instead of making a special requisition for the bolts and spikes required on the Algoma Branch, but I have called his attention to the error, and it will not be repeated.

I am, Sir, your obedient servant,

T. G. SHAUGHNESSY, *Purchasing Agent.*

W. G. PARMELEE, *Accountant*, Customs Department, Ottawa.

OTTAWA, 26th January, 1884.

SIR,—I have the honor to acknowledge receipt of cheque from your Company for the sum of \$177.77, to refund to this Department amount of drawback over-paid by us on spikes, bolts and nuts furnished to your Company by Canadian manufacturers, but actually used on the Algoma Branch, and not on the main line, as intended. I now enclose voucher, duly completed, but would take this occasion to call your attention to a letter from this Department to Mr. Drinkwater, dated 1st March, 1883, concerning a claim of Messrs. Peck, Benny & Co., per drawback on 225 cases of spikes, and refusing the same on the ground that the material in question appeared, by the bill of lading thereto attached, to have been shipped to Algoma Mills, and presumably to have been used on the Sault Ste. Marie Branch. In order to remove all doubt upon this point, this Department asked for and obtained the opinion of the Department of Justice, and the text of such opinion (favorable to the contention of this Department) was communicated to Mr. Drinkwater by letter, dated 4th May last, in which it is clearly stated that the Algoma Branch and the old (projected) Georgian Bay Branch, are not capable of being considered identical, and that, therefore, no drawback could be paid on material for the construction of such branch. Adverting again to my letter above referred to, of date 1st March last, the following paragraphs will be found therein, viz.:—“ * * Careful examination has been made of the bills of lading accompanying the last claims of these parties (Peck,

Benny & Co.), and has resulted in disclosing that three separate shipments to Algoma Mills were included in the drawback paid; they represent, respectively, 300 cases, drawback \$504.90; 90 cases, drawback \$151.20; and 400 cases, drawback \$672, or a total of \$1,327.20, the return of which amount this Department will expect from your Company * * . There is also a bill of lading, among these forwarded with recent claims by these parties, which reads as though the spikes conveyed by it had been shipped to the Atlantic and North-Western Railway, Mile End; the drawback upon this lot was \$277.20, and the bill of lading is marked in red "for construction;" it is dated 20th October last, and calls for 165 cases spikes. Be good enough to explain what was the ultimate destination of the supplies in question.

No refund of the above mentioned sum of \$1,327.20 has yet been received by this Department, and as the last named claim of \$277.20 may possibly turn out to have been wrongly paid, the amount to be refunded will, perhaps, stand at \$1,604.40.

To enable you to establish this latter point, I beg to send you herewith a copy of the bill of lading received, with claim, and will ask you to inform me, at the earliest possible moment, what was the destination, ultimately, of the 165 cases mentioned, and how they were forwarded. You will doubtless be able to furnish the bills of lading, in continuation, if the spikes were transhipped and forwarded by other cars. Please have the matter investigated and forward necessary cheque.

I am, Sir, yours, &c.,

W. G. PARMELEE, *Accountant.*

W. SUTHERLAND TAYLOR, Treasurer, C. P. Ry., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 13th February, 1884.

SIR,—Referring to yours of 26th January, to our Mr. Taylor, we find, upon investigation, that the spikes shipped to Algoma Mills, as per your memorandum, were paid for on the basis of the Government rebate to the manufacturers, and that the shipment to Mile End was used in the Atlantic and North-West Railway, and voucher has, therefore, been passed to the credit of the Customs Department, Ottawa, amounting to \$1,604.40, covering the full amount of the claim, as per your letter.

I am, Sir, your obedient servant,

T. G. SHAUGHNESSY, *Purchasing Agent.*

MEMO: Company's cheque for \$1,604.40 was duly received by this Dept.

THOS. J. WATTERS, *Asst. Acct.*

W. G. PARMELEE, *Accountant, Customs Dept.*

\$3,956.23.

OTTAWA, 1st May, 1883.

Received from Customs Department the sum of three thousand nine hundred and fifty six and $\frac{23}{100}$ dollars, being drawback on their iron and steel bridges built by the Toronto Bridge Co., and furnished for the original construction of the Canadian Pacific Railway, such bridges being at Chippewa Creek, Duchesnay Creek and Sturgeon Falls, as authorized by Treasury Board, under date 27th April, 1883.

JOB ABBOTT, *President Toronto Bridge Co.*

TREASURY BOARD CANADA, OTTAWA, 28th April, 1883.

SIR,—I have the honor, by direction of the Hon. Treasury Board, to return you the enclosed papers *in re* the application of the Toronto Bridge Company for a drawback of duty on bridges furnished to the Canadian Pacific Railway, and to inform you that it is the decision of the Board that a drawback may be allowed on steel bridges in the same proportions as on iron, and that your Department shall establish the amount of duty paid, and the drawback thereon.

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

J. M. COURTNEY, *Secretary.*

Hon. Minister of Customs.

To the Hon. the Minister of Customs :

Referring to claims herewith of the Toronto Bridge Company, for drawback of \$3,956.23 on bridges furnished the Canadian Pacific Railway Company, and used in original construction on the main line of said road, at Chippewa Creek, Duchesnay Creek and Sturgeon Falls, respectively, 18½, 22, and 43 miles west of Callander station :

I beg to report thereon as follows:—That the bridges are said to consist of iron work to the extent of 99,560 lbs., at 5¼ cents per lb., and 918 lbs. at 3¾ cents per lb., = \$5,311.10. And of steel work to the extent of 161,724 lbs., at 6½ cents, and 30,128 lbs., at 4½ cents = \$12,272.13, or a total value of \$17,583.23; drawback upon which, at 25 per cent. = \$4,395.80, less 10 per cent., \$439.57 = \$3,956.23 net, as above.

It will be observed that these are not iron bridges, but in reality, steel bridges, the more important and major portions of the structures being of that material, as shown by the details attached to each claim.

On the 27th April, 1881, an Order in Council was passed, authorizing payments of drawback under certain conditions therein named, upon iron bridges.

From a letter written by yourself to Mr. J. H. Bartlett, of Toronto, on the 15th June, 1881, a copy of which is hereto attached, it would appear that the Government had under consideration the question of payment of similar drawback on steel bridges, but I fail to find that any definite action, either by Order in Council or otherwise, with a view to carrying out such an arrangement, was ever taken; nor can I see how, under the law, it could be, as the Act 44 Vic., chap. 12, under which authority the Canadian Pacific Railway drawbacks were payable, specially enumerated the articles on which such drawback could be paid, among which were iron bridges.

This Act was repealed and replaced by the Act 45 Vic., chap. 7, which also enumerates the articles on which drawback is permitted, and among them are iron bridges again, but in neither of these Acts is any mention made of steel bridges.

By the amended Tariff Act of 1881, "rolled beams, channel, and angle and T iron, steel, or iron and steel" were made dutiable at 12½ per cent., though the item relating to bridges and structural work was, and is, still confined to "iron bridges and structural iron work," while "steel in ingots, bars, sheets and coils" has continued up to this time on the free list.

Both the Act and the Order in Council relating to the payment of Canadian Pacific Railway drawback, affirm that the sums payable shall not exceed the amount of Customs duties payable thereon if imported into Canada. The drawback rate was, therefore fixed on the iron bridges at 25 per cent., less 10 per cent. off, 25 per cent. being the rate chargeable under the tariff on iron bridges—and all the iron used in the construction of iron bridges is dutiable—not so in steel bridges—for though the claimants verbally state that the steel used in the construction of the three bridges now in question "paid duty," yet I take the assertion in a general sense, for an examination of the detailed items in the claims strengthens the impression that some of them would naturally be, and probably were, manufactured from free material. In any event, the value of bridges on which drawback is payable, is to be as prescribed by the Order in Council, determined in each case by the Hon. the Treasury Board. Therefore, the whole matter is beyond the jurisdiction of this Department, and must necessarily be submitted to the Treasury Board for decision: 1st, as to whether (and at what rate) it is desirable, that drawback should be made payable on steel bridges; if so, then that the necessary steps be taken to legally authorize payment; and 2nd, as to the value for drawback of such bridges.

Respectfully submitted,

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 18th April, 1883.

OTTAWA, 15th June, 1881.

DEAR SIR,—The Government, having further considered the question of the payment of drawback upon material used in the manufacture of bridges for the Canadian

Pacific Railway, have decided to pay the drawbacks upon said material, whether the same be steel or iron, provided such steel or iron be dutiable.

You will, therefore, read the Order in Council of the 27th April, 1881, as if the words "steel or" preceded the word "iron," in the 9th and 20th lines of said Order in Council.

Yours truly,

J. H. BARTLETT, Toronto, Ont.

M. BOWELL.

STATEMENTS AND CLAIMS.

Under authority of the Act 44 Vict., Chap. 12, and of the Order in Council of the 27th April, 1881, relating thereto.

The Toronto Bridge Company, a Manufacturing Corporation, incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$312.79, being amount payable to said Company under the authority above quoted, on 918 pounds of iron bridgework, and 30,128 pounds of steel bridgework, shipped on Grand Trunk Railway cars Nos 6371 and 4,600, on the 1st day of September, A.D., 1882, to the Canadian Pacific Railway Company, Brockville, Ontario.

Said material was shipped from Toronto, as per Schedule "A," and bill of lading hereto attached, and was used in the construction of the 54 x 14 feet plate girder bridge over Chippewa Creek, at about 18½ miles west of Callander Station, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
JOB ABBOTT, *President and Chief Engineer.*

TORONTO, ONT., April 14th, A.D. 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on September 1st, 1882, for bridge on Chippewa Creek, about 18½ miles west of Callander Station, on Canadian Pacific Railway, Eastern Division.

For 54 x 14 feet Plate Girder Span.

Car Nos. 6371 and 4600.	Iron. Lbs.	Steel. Lbs.
2 steel girders.....	.....	20,8 0
3 steel floor beams, 8 steel stringers, and 2 steel channels.....	.....	9,003
1 keg rivets.....	.....	245
1 box bolts, 2 bed plates, 2 roller trucks.....	335	
8 iron rods.....	583	
	<u>918</u>	<u>30,123</u>

Claim estimated as follows:—

30,128 lbs., English plan, steel work, at 4 ⁵ / ₁₀ c. per lb....	\$1,355 76
918 lbs., English plan, iron work, at 3 ³ / ₄ c. per lb.....	34 42
	<u>\$1,390 18</u>

Duty on above, at 25 per cent. <i>ad valorem</i>	\$347 54
Less 10 per cent.....	34 75

Amount claimed from the Government \$312 79

Toronto Bridge Company.

JOB ABBOTT, *President and Chief Engineer.*

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Co., which company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 918 pounds of iron bridge work, and 30,128 pounds of steel bridge work, shipped in cars, as shown by schedule "A," and bill of lading attached hereto, and shipped to the Canadian Pacific Railway Company. at Brockville, Ont., as shown in the foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway over the Chippewa Creek, about 18½ miles west of Callander Station.

Subscribed and sworn to before me, at Montreal, P.Q., this }
 16th day of April, A. D., 1883. } JOB ABBOTT.
 WILLIAM McLELLAN, N. P.

I, C. Drinkwater, of Montreal, P.Q., Secretary and Treasurer of the Canadian Pacific Railway Company, do make oath and say: That I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, P.Q., the 918 pounds of iron bridge work, and 30,128 pounds of steel bridge work, named in the affidavit of Job. Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been, since the 1st day of May, A. D. 1882, made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., Chap. 14, and for no other purpose, having been wholly used in the construction of the bridge on said railway, on the Chippewa Creek, about 18½ miles west of Callander Station.

Subscribed and sworn to before me, at Montreal, P.Q., }
 this 16th day of April, A.D., 1883. } C. DRINKWATER.
 WILLIAM McLELLAN, N. P.

The Toronto Bridge Company, a manufacturing corporation incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$1,183.36 being amount payable to said Company under the authority above quoted, on 53,908 pounds of steel bridgework, and 30,577 pounds of iron bridgework, shipped on Grand Trunk Railway car, No. 8135, on the 22nd day of August, 1882, and also on Grand Trunk cars Nos. 4516, 1397 and 526, on the 24th day of August, A.D., 1882, to the Canadian Pacific Railway Company, Mattawa *via* Brockville, Ontario. Said material was shipped from Toronto as per Schedule marked "A" and bills of lading attached hereto, and was used in the construction of the 105 x 12 feet truss bridge over Duchesnay Creek, about 22 miles west of Callander Station, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
 JOB ABBOTT, *President and Chief Engineer.*

TORONTO, ONT., April 14th, 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on August 22nd and 24th, 1882, for truss bridge over Duchesnay Creek, at about 22 miles West of Callander Station on Canadian Pacific Railway, Eastern Division.

For 105 x 12 feet Truss Bridge.

Car No.		Iron. Lbs.	Steel. Lbs.
8135	12 steel tap chord sections and 4 steel rod posts.....		17,780
16	iron diagonal bars and 8 iron bottom chord-bars	10,900	

Car No.		Iron. Lbs.	Steel Lbs.
4516	1 steel stringer and 38 steel pins.....	.....	3,638
	4 iron bottom chord struts, and 24 iron rods, and 2 roller trucks, 2 iron bed plates and 14 iron stringer braces.....	5,246	
	1 box bolts and 2 kegs spikes.....	511	
1397	7 steel floor beams and 11 steel stringers.....	.....	22,250
526	10 steel intermediate posts.....	.....	10,040
	30 iron rods, 16 bottom chord bars and 7 iron struts.....	13,920	
	1 keg rivets.....	.....	200
		<u>30,577</u>	<u>53,908</u>

Claim estimated as follows:—

53,908 lbs., American plan, steelwork, at 6 $\frac{3}{4}$ c. per lb.....	\$3,638 79
30,577 do do ironwork " 5 $\frac{3}{10}$ "	1,620 58

Estimated value of material at shipment.....\$5,259 37

Duty on above, at 25 per cent. <i>ad valorem</i>	\$1,314 84
Less 10 per cent.....	131 48
Amount claimed from Government.....	\$1,183 36

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

Toronto, April 14th, 1883.

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 53,908 pounds of steel bridgework, and 30,577 pounds of iron bridgework shipped on cars, as shewn by Schedule "A" and bills of lading attached thereto, and shipped to the Canadian Pacific Railway Company at Mattawa, *via*. Brockville, Ontario, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway; and that the said material was wholly used in the construction of the bridge on the said railway, over the Duchesnay Creek, about 22 miles west of Callendar Station.

Subscribed and sworn to before me, at Montreal, }
P. Q., this 16th day of April, A. D. 1883, }
WILLIAM McLENNAN, Notary Public. }

JOB ABBOTT.

I, C. Drinkwater, of Montreal, P. Q., Secretary and Treasurer of the Canadian Pacific Railway Company, do make oath, and say that I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, P. Q., the 53,908 pounds of steel bridge-work, and 30,577 pounds of iron bridge-work named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been since the 1st day of May, A. D., 1882, made use of by the said Railway Company in the original construction of the main line of said Railway, as defined by the Act 37, Chap, 15, and for no other purpose, having been wholly used in the construction of the bridge on said Railway on the Duchesnay Creek, about 22 miles west of Callendar Station.

Subscribed and sworn to before me, at Montreal, }
P. Q., this 16th day of April, A. D., 1883, }
WILLIAM McLENNAN, N. P. }

C. DRINKWATER.

The Toronto Bridge Company, a manufacturing corporation, incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$2,460.08, being amount payable to said Company under the authority above quoted, on 68,983 pounds of iron bridgework and 107,816 pounds of steel bridgework, shipped on Grand Trunk Railway cars, Nos. 5514, 208, 2070, 1534, 2215, on the 18th day of January, A. D. 1883, and also on Grand Trunk Railway cars, Nos. 6816, 4648 and 1554, on the 23rd day of January, A. D. 1883, to the Canadian Pacific Railway Company, Brockville, Ontario. Said material was shipped from Toronto as per Schedule marked "A" and bills of lading hereto attached, and was used in the construction of the 146 x 14 feet truss bridge over Sturgeon River at Sturgeon Falls, Nipissing District, Province of Ontario, on the main line of the Canadian Pacific Railway, about 43 miles west of Callander Station.

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

TORONTO 14th April, 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on 18th and 23rd January, 1883, for bridge over Sturgeon River, at Sturgeon Falls, Nipissing District, Ontario, on Canadian Pacific Railway—Eastern Division—about 43 miles west of Callander Station.

For 146 x 14 feet. Truss Bridge.

Car No.		Iron. Lbs.	Steel. Lbs.
5514	12 steel intermediate posts .....	.....	24,665
208	40 iron bars and 4 iron rods.....	24,030	
2070	34 iron bars	23,650	
1534	12 steel top sections.....	.....	20,600
2215	16 steel stringers. ....	.....	21,450
6816	9 steel floor beams .....	.....	13,500
	70 iron rods and 6 bars.....	12,750	
4648	4 steel end posts, 4 steel top sections and 2 steel intermediate posts.....	.....	22,670
	4 iron bottom struts.....	2,960	
1554	2 iron roller trucks, 2 bed plates and 18 stringer braces	1,356	
	9 iron top struts, 1 box bolts and 2 casks castings.....	4,237	
	50 steel pins and 1 keg steel rivets.....	.....	4,931
		<u>68,983</u>	<u>107,816</u>

Claim estimated as follows:—

107,816 lbs. American plan, steel work, at 6 $\frac{1}{2}$ c	\$7,277 58
68,983 do do iron do 5 $\frac{3}{4}$ c.....	3,656 10

Estimated value of material at shipment..... 10,933 68

Duty on above at 25 per cent. <i>ad valorem</i>	\$2,733 42
Less 10 per cent.....	273 34

Amount claimed from Government..... \$2,460 08

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

TORONTO, 14th April, 1883.

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 68,933 pounds of iron bridgework, and 107,816 pounds of steel bridgework shipped on cars, as shown by Schedule "A" and bills of lading attached hereto, and shipped to the Canadian Pacific Railway Company, Brockville, Ontario, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway, over the Sturgeon River, at Sturgeon Falls, Nipissing District, Province of Ontario, about 43 miles west of Callander station.

Subscribed and sworn to before me, at Montreal, }
 P.Q., this 16th day of April, A.D. 1883. }
 WILLIAM McLENNAN, N. P. }

JOB ABBOTT.

I, C. Drinkwater, of Montreal, P.Q., Secretary and Treasurer of the the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, the 68,933 pounds of iron bridge work, and 107,816 pounds of steel bridge work, named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been, since the first day of May, A.D., 1882, made use of by the said Railway Company, in the original construction of the main line of said Railway, as defined by the Act 37 Victoria, chapter 14, and for no other purpose, having been wholly used in the construction of the bridge on said Railway, over the Sturgeon River, at Sturgeon Falls, Nipissing District, Province of Ontario, about 43 miles west of Callander station.

Subscribed and sworn to before me, at Montreal, }
 P.Q., this 16th day of April, A.D., 1883. }
 WILLIAM McLENNAN, Notary Public. }

C. DRINKWATER.

MEMO: This claim has not been paid up to this date, 17th March, 1884, as conditions of letters hereto attached have not been complied with.

THOS. J. WATTERS, *Assistant Accountant.*

MONTREAL, 7th June, 1883.

SIR,—We send you herewith our claims for drawback on insulators, as per annexed memorandum, amounting to \$894. We shall be glad to receive your cheque for same at your convenience.

Your obedient servant,

EXCELSIOR GLASS CO., Per W. Y.

T. WATTERS, Assistant Accountant, Customs Department, Ottawa.

OTTAWA, 9th June, 1883.

GENTLEMEN,—I have the honor to acknowledge receipt of your favor of 7th inst., covering five claims for drawback on insulators manufactured by you and furnished to the Canadian Pacific Railway Company, for use in the original construction of their telegraph line. I regret that it is beyond the power of this Department to deal with the case in its present shape, and would call your attention to the fact that it is only provided we shall grant such drawback to the extent of the "sums of money which do not exceed the amount of Customs duty that would be payable on such articles, respectively, if imported into Canada." You will readily see, from this provision, that it is absolutely necessary for us to have proper evidence of the value of the insulators in question, and you have offered no evidence of that character—your claims being merely for a return to you of so much duty. I have to inform you that it will

be necessary to procure and forward absolute proof of the value of exactly similar insulators in foreign markets, at the time when your various shipments were made, and when such evidence is furnished, the matter will be laid before the Treasury Board for action. No order has so far been made governing the payment of draw-back upon the article in question, for the reason that we have received no such applications as yours, up to the present time; such payments, however, are always based upon an order of that Board, which prescribes the conditions to be observed, and it would be manifestly impossible for this Department to ask for any such order until we are in a position to place before the Board all the necessary details as to values, &c. You will best know how to obtain such data, and immediately upon receipt here of the requisite evidence, the matter will be placed in shape for definite action. You have the dates of your various shipments, and perhaps the best way to meet the case would be to obtain affidavits from proper parties, definitely placing the values which ruled in their several markets on those specific dates. It may be possible that the fluctuation has been very small, but in any case, it will be necessary that we know just what the values were, in order to come to a decision. I might mention that in forwarding any future claims of the same kind, such information as I have here indicated, should be furnished.

I have the honor to be, Gentlemen, your obedient servant,
THOS. J. WATTERS, *Assistant Accountant*.

EXCELSIOR GLASS CO., MONTREAL, QUE.

OTTAWA, 14th June, 1883.

GENTLEMEN,—I am in receipt of your favor of yesterday's date, on the subject of "insulators," and must inform you that the certificate of the Purchasing Agent of the C. P. Ry. will not be sufficient for the purposes of the Treasury Board.

Upon looking over my letter of 9th inst., I find that the proof required is clearly set forth, and I can only again suggest that you obtain affidavits from American manufacturers as to the value, in their several markets, and also to the effect that the prices do not vary, but are constant, as stated by you.

I have the honor to be, Gentlemen, your obedient servant,
THOS. J. WATTERS, *Assistant Accountant*.

EXCELSIOR GLASS COMPANY, MONTREAL.

STATEMENTS AND CLAIMS

Under authority of the Act 45 Vic., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$189, being amount payable to them, under the authority above quoted, on 12,600 insulators contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to Winnipeg, Man., as per bill of lading attached.

Excelsior Glass Company.

W. YUILE, *President*.

March 20th, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the said 12,600 insulators, contained in the 126 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. R. Baker, C. P. Railway, at Winnipeg, Man., were within my own personal knowledge wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 28th day of May, 1883. }
JOHN L. CASSIDY, J.P. }

W. YUILE.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Excelsior Glass Company, at Montreal, the 12,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal)
 this 4th day of June, 1883.) C. DRINKWATER.
 W. D. M. MARLER, N.P. }

The undersigned claim \$210, being amount payable to them, under the authority above quoted, on 14,000 insulators, contained in packages marked and numbered thus [K] Winnipeg

Shipped from Montreal to W. H. Kelson, Winnipeg, Man., as per bill of lading attached.

Excelsior Glass Company,
 W. YUILE, *President.*

21st May, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 14,000 insulators contained in the said 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,)
 this 28th day of May, 1883.) W. YUILE.
 JOHN L. CASSIDY, J.P. }

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 14,000 insulators named in the affidavit of W. Yuile hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
 this 4th day of June, 1883.) C. DRINKWATER.
 W. D. M. MARLER, N.P. }

The undersigned claim \$195, being amount payable to them under the authority above quoted, on 130 cases of insulators contained in packages marked and numbered thus [K] Winnipeg.

Shipped from Montreal to Winnipeg, Man., as per bill of lading attached.
 Excelsior Glass Company,

W. YUILE, *President.*

25th April, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 13,000 insulators contained in the said 130 packages named in the bill of lading hereto attached, marked and

numbered as above stated and shipped to W. H. Kelson, C. P. Railway, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }

W. YUILE.

JOHN L. CASSIDY, J.P.

I Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 13,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }

C. DRINKWATER.

W. D. M. MARLER, N. P.

The undersigned claim \$150.00, being amount payable to them under the authority above quoted, on 10,000 glass insulators, contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to W. R. Baker, C. P. Ry., Winnipeg, as per bill of lading attached.

Excelsior Glass Company.

26th March, 1883.

W. YUILE, *President*.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 10,000 insulators contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to R. W. Baker, C. P. Ry., at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of said railway.

Subscribed and sworn to before me at Montreal, }
 this 28th day of May, 1883. }

W. YUILE.

JOHN L. CASSIDY, J. P.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 10,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }

C. DRINKWATER.

W. D. M. MARLER, N.P.

The undersigned claim \$150, being amount payable to them, under the authority above quoted, on 10,000 insulators contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to W. R. Baker, C. P. R., Winnipeg, as per bill of lading attached.

Excelsior Glass Company,

W. YUILE, *President*

21st June, 1883.

316-10½

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 10,000 insulators contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. R. Baker, C. P. Railway, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal,)
 P. Q., this 28th day of May, A. D., 1883,) W. YUILE.
 JOHN L. CASSIDY, J.P.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Excelsior Glass Company, at Montreal, the 10,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
 P. Q., this 4th day of June, A. D., 1883,) C. DRINKWATER.
 W. D. M. MARLER, N. P.

\$4,036.00.

OTTAWA, 29th May, 1883.

Received from the Customs Department the sum of four thousand and thirty-six dollars, in full for claim for drawback on the steel bridge erected by this Company over the Assiniboine River, at Brandon, Manitoba, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
 JOHN ABBOTT, *President*.

The decision of the Treasury Board having been communicated to this Department, under date the 22nd April, 1883—*Vide* file 1181-83—to effect that drawback shall be paid on steel bridges, and that this Department shall establish the amount payable, &c.

It would appear from the best information at present obtainable, that the value of the steel bridge built by the Toronto Bridge Company over the Assiniboine, at Brandon, on the main line of the Canadian Pacific Railway, would have been, for that portion built on the American plan, 6½ cents per pound, and for that portion built on the English plan, 4 cents per pound.

The quantity sworn to have been used was 230,107 pounds on American plan, and 60,138 pounds on the English plan.

On this basis the drawback payable would be as follows:—

230,107 pounds at 6½ cents.....	\$15,532 22
60,138 " 4 "	2,405 52
<hr/>	
Total values.....	\$17,937 74
25 per cent. value.....	4,484 43
Less 10 per cent.....	448 43
<hr/>	

As fixed by Order in Council, 28th April, 1881 = net. \$4,036 00

J. JOHNSON,
 W. G. PARMELEE.

CUSTOMS DEPARTMENT, OTTAWA, 29th May, 1883.

STATEMENT AND CLAIM.

Under authority of the Act 44 Vic., Chap. 12, and of the Order in Council of 27th April, 1881, and of decision of the Treasury Board of 27th April, 1883, relating thereto.

The Toronto Bridge Company, a manufacturing corporation incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$1,165.42 being amount payable to said Company, under the authority above quoted, on 290,245 pounds of steel bridgework shipped on Michigan Central Railway cars, Nos. 1573, 1389, 3135, 3081, and 3 3, on the 11th day of January, A.D. 1882, to A. B. Stickney, Esq., Superintendent, Western Division Canadian Pacific Railway, Brandon, Manitoba; also, on Michigan Central Railway cars, Nos. 2385, 1617, 1501, 3763, 3561, 2127 and 1127, on the 11th day of March, A.D. 1882, to W. C. Van Horne, Esq., General Manager, Canadian Pacific Railway, Brandon, Manitoba; also, by the American Express Company, on the 13th day of March, A.D. 1882, to W. C. Van Horne, Esq., General Manager, Canadian Pacific Railway, Winnipeg, Manitoba.

Said material was shipped from Toronto as per Schedule marked "A," bills of lading and express receipts attached thereto, and was used in the construction of the 230 x 14 feet swing span, and two 68 x 8 feet girder spans over the Assiniboine River, at Brandon, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,

JOB ABBOTT, *President.*

TORONTO, ONTARIO, 28th May, 1883.

SCHEDULE "A"

Statement of material shipped by the Toronto Bridge Company on January, 11th, March 11th and 13th, 1882, for a bridge over the Assiniboine River, at Brandon, Manitoba, on Canadian Pacific Railway.

For 230 x 14 feet Swing Span.

	M.O. Cars.	Lbs.
28 stringers	1573	26,314
10 stringers and 12 floor beams	1389	27,682
2 floor beams and turntable mechanism.....	3135	25,560
14 stringers and do do	5081	25,280
Balance of do do	393	15,971
18 chord sections and details and pins	2385	22,006
5 do and 11 posts	1617	24,130
15 do and 3 posts and details.....	1501	29,430
8 do and 16 counter rods and details {	3763	15,568
	3561	
12 posts, 24 stringers and details.....	{ 2127	15,475
	{ 1127	
2 lower chord sections..... express		2,661
Total Toronto shipments—swing span		<u>230,107</u>

For two 68 x 8 feet Girder Spans.

	M.O. Cars.	Lbs.
2 68 ft. girders loaded on two cars	3763	29,264
7 cross girders, 24 rods and details	3561	
2 68 ft. girders loaded on two cars... ..	21.7	30,874
7 cross girders, 24 rods and details	1127	

Total Toronto shipments—girder span..... 60,138

Claim estimated as follows:—

230,107 lbs. American plan steel swing, value 7c. per lb.....	\$16,107 49
60,138 lbs. English plan steel girders, value 4c. per lb.	2,405 52
<hr/>	
Estimated value of steelwork at shipment.....	\$18,513 01
Duty on above, at 25 per cent. <i>ad valorem</i>	4,628 25
Less 10 per cent.....	462 83
<hr/>	
Amount claimed from Government.....	<u>\$4,165 42</u>

Toronto Bridge Company,
JOB ABBOTT, *Prest and Chief Engineer.*

TORONTO, ONTARIO, 28th May, 1883.

I, Job Abbott, of Montreal, Province Quebec, do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situated at the City of Toronto, in the Dominion of Canada, and that the 290,245 pounds of steel bridge-work shipped on cars and by express, as shown by Schedule bills of lading and express receipt hereto attached, and shipped to the Superintendent of Western Division or General Manager of the Canadian Pacific Railway, at Brandon or Winnipeg, Manitoba, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway over the Assiniboine River, at Brandon, Manitoba.

Subscribed and sworn to before me, at Montreal, }
P.Q., this 28th day of May, A.D., 1883, } JOB ABBOTT.
WILLIAM McLELLAN, N. P. }

I, C. Drinkwater, of Montreal, Province of Quebec, Secretary and Treasurer to the Canadian Pacific Railway Company, do make oath and say, that A. B. Stickney, formerly General Superintendent of the Western Division of the Canadian Pacific Railway, purchased, for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Winnipeg, Manitoba, the 290,245 pounds of steel bridgework named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company hereto attached, and that the said material has been, since the 21st day of March, 1882, made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose, having been wholly used in the construction of the bridge on said railway over the Assiniboine River, at Brandon, Manitoba.

Subscribed and sworn to before me at Montreal, }
P.Q., this 28th day of May, A.D., 1883. } C. DRINKWATER.
WILLIAM McLELLAN, N. P. }

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vic., chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus : W. H. Kelson, Storekeeper, C. P. Ry.

Shipped from Toronto to Winnipeg as per bill of lading attached, C. V. Ry. car No. 13196, M. C.

The Bolt and Iron Company of Toronto. (Limited.),
Per JOHN LIVINGSTONE, *Manager*.

Toronto, 22nd May, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 26th day of May, 1883.
J. GOLDING, pro Collector. }

JOHN LIVINGSTONE,

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal,
this 15th day of June, 1883.
T. CRAIG, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to the Bolt and Iron Company of Toronto (Limited,) is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents in full payment of claim, as over.

J. LIVINGSTONE,
Per C. G. BLACK.

25th June, 1883.

The undersigned claim of \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages and marked and numbered thus: W. H. Kelson, Canadian Pacific Railway Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, Credit Valley Railway car No. 5757.

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

Toronto, May 19th, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as

above stated, and shipped to Mr. H. Kelson, Storekeeper Canadian Pacific Railway, Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,)
this 19th day of May, 1883.) JOHN LIVINGSTONE.
J. GOLDING, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company of Toronto, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 15th day of June, 1883.) THOS. G. SHAUGHNESSY.
T. CRAIG, J.P. }

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized and cheque No. 7701 enclosed for that purpose.
W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents in full payment of claim, as over.

J. LIVINGSTONE,
Per C. G. BLACK.

June 25th, 1883.

The undersigned claim \$403.20, being amount payable to us, under the authority above quoted, on 53,760 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper, Canadian Pacific Railway.

Shipped from Toronto to Winnipeg, as per bill of lading attached, Wilson Express Line.

The Bolt and Iron Company of Toronto (Limited).
Per JOHN LIVINGSTONE.

TORONTO, 11th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 53,760 pounds of railway spikes, contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,)
this 12th day of June, 1883.) JOHN LIVINGSTONE.
J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the

said Railway Company, from The Bolt and Iron Company, at Toronto, the 53,760 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 15th day of June, 1883. } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P. }

Payment of the sum of \$403.20 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents in full payment of claim, as over.

J. LIVINGSTONE.

June 25th, 1883.

Per C. G. BLACK.

The undersigned claim \$141.75, as being amount payable to us, under the authority above quoted, on 16,800 pounds of bolts and nuts, contained in packages marked and numbered thus: "The James Worthington Construction Company."

Shipped from Toronto to Mattawa, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

Toronto, 1st June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 16,800 pounds of bolts and nuts, contained in the 150 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to "The James Worthington Construction Company" at Mattawa, Ont., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 5th day of June, 1883, } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 16,800 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 15th day of June, 1883, } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P. }

Payment of the sum of \$141.75 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of One hundred and forty one dollars and seventy-five cents, in full payment of claim as over.

J. LIVINGSTONE,

June 25th, 1883.

Per C. G. BLACK.

The undersigned claim \$378, being amount payable to us, under the authority above quoted, on 50,400 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper, C. P. Railway.

Shipped from Toronto to Winnipeg, Man., as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited)

Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 15th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 50,400 pounds of railway spikes, contained in the 300 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn before me at Toronto,)
this day of June, 1883.)
J. BEATY, pro Collector.)

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 50,400 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic, chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 18th day of June, 1883.)

T. G. SHAUGHNESSY.

T. CRAIG, J.P.

Payment of the sum of \$378, to The Bolt and Iron Company, Toronto, (Limited) is hereby authorized and cheque No. 7729 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st June, 1883.

Received from the Custom Department of Canada the sum of Three hundred and seventy-eight dollars, in full payment of claim, as over.

J. LIVINGSTONE,

June 25th, 1883.

per C. G. BLACK.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict. Chap. 17, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$453.60, being amount payable to them, under the authority above quoted, on 60,480 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. [M] in cars 2520, 3092, C. P. R.

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

21st May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 60,480 pounds of wrought spikes contained in the 360 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to James Worthington, at Mattawa, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 60,480 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$453 00, to Peck, Benny & Co., is hereby authorized and cheque No. 758 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Four hundred and fifty-three dollars and sixty cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

The undersigned claim \$226.80, being amount payable to them, under the authority above quoted, on 30,240 pounds of wrought spikes, contained in packages marked and numbered thus : C. P. R. [M] in car 1272, C. P. R.

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

14th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 30,240 pounds of wrought spikes, contained in the 180 packages named in the Bill of Lading hereto attached, marked and numbered as above stated, and shipped to James Worthington, at Mattawa, were, with my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the

30,240 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P.

Payment of the sum of \$226.80 to Peck, Benny & Co. is hereby authorized, and cheque No. 7758 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada, the sum of Two hundred and twenty-six dollars and eighty cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

The undersigned claim \$640.08, being amount payable to them, under the authority above quoted, on 85,344 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. (W) in cars 3053, 3126, 2844 C. P. R.

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & Co.

28th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 508 packages named in the Bill of Lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P.

Payment of the sum of \$640.08 to Peck, Benny & Co. is hereby authorized and cheque No. 7758 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

PECK, BENNY & Co.

26th June. 1883.

The undersigned claim \$640.08, being amount payable to them, under the authority above quoted, on 85,344 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. [W], in cars 3672, 4385, 1122, C. P. R.

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

28th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 503 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 19th day of June, 1883. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 19th day of June, 1883. }
WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$640.08 to Peck, Benny & Co., is hereby authorized and cheque No. 7758 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict., Chap. 17, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$529.20, being amount payable to us, under the authority above quoted, on 70,560 pounds of railway spikes, contained in packages marked and numbered thus:

Shipped from Toronto to Winnipeg, as per bill of landing attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 29th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 70,560 pounds of railway spikes contained in the 420 pack-

ages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 29th day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 70,560 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company, in the original construction of the main line of said railway, as defined by the Act 37 Vict., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 9th day of July, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J. P. }

Payment of the sum of \$529.20 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7884 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of Five hundred and twenty-nine dollars and twenty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
 Per C. G. BLACK.

MONTREAL, 16th July 1883.

The undersigned claim \$168.84, being amount payable to us, under the authority above quoted, on 22,512 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Prince Arthur's Landing, as per bill of lading attached. Western Express Line.

The Bolt and Iron Company of Toronto,
 Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 19th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,512 pounds of railway spikes contained in the 134 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 20th day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,512 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway

Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 9th day of July, 1883. T. CRAIG, J. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$168.84 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7834 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty-eight dollars and eighty-four cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

MONTREAL, 16th July, 1883.

Per C. G. BLACK.

The undersigned claim \$315, being amount payable to us, under the authority above quoted, on 42,000 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto,

TORONTO, 22nd June, 1883.

Per JOHN LIVINGSTONE, *Manager*.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that 42,000 pounds of railway spikes contained in the 250 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,)
this 22nd day of June, 1883. J. BEATTY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 42,000 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 9th day of July, 1883. T. CRAIG, J. P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$315 to the Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7884 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of Three hundred and fifteen dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

Montreal, 16th July, 1883.

Per C. G. BLACK.

The undersigned claim \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from _____ to Nipigon, as per bill of lading attached.
The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 17th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nipigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Toronto,
this 17th day of July, 1883. } JOHN LIVINGSTONE.
J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at, Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 23rd day of July, 1883. } THOS. G. SHAUGHNESSY.
T. CRAIG, N. P. }

Payment of the sum of \$189 to the Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 31st July, 1883.

The undersigned claim \$94.50, being amount payable to us under, the authority above quoted, on 11,200 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Prince Arthur's Landing, as per bill of lading attached.
The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

July 13th, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 11,200 pounds of bolts and nuts contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as

above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 16th day of July, 1883.
J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company from The Bolt and Iron Company (Limited), at Toronto, the 11,200 pound of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 23rd day of July, 1883.
T. CRAIG, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$94.50 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and fifty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 31st July, 1883.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

TORONTO, 17th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 17th day of July, 1883.
J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Bolt and Iron Company, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said

Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 23rd day of July, 1883.

T. CRAIG, J.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$201.69 to the Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose

THOS. J. WATTERS, *Assistant Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

MONTREAL, 31st July, 1883.

Per C. G. BLACK.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict., chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$202.38, being amount payable to them, under the authority above quoted, on 92,000 pounds of iron fish-plates contained in steamer "Myles."

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL CO.

30th May, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates &c., situate at Hamilton, in the Dominion of Canada, and that the 92,000 pounds of iron fish-plates contained in the steamer "Myles," named in the bill of lading hereto attached, and shipped to W. H. Kolson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Hamilton,
this 7th day of June, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, Ontario, the 92,000 pounds of iron fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said iron fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at the City of
Montreal, this 13th day of July, 1883.

W. D. M. MARLER, C. S. C., District, Montreal.

C. DRINKWATER.

Payment of the sum of \$202.38 to the Ontario Rolling Mill Company, is hereby authorized and cheque No. 7927 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 19th July, 1883.

Received from the Customs Department of Canada the sum of Two hundred and two dollars and thirty-eight cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th July, 1883.

CHARLES S. WILCOX.

The undersigned claim \$103.84, being amount payable to them, under the authority above quoted, on 47,210 pounds of iron fish-plates, contained in steamer "Acadia."

Shipped from Hamilton to Prince Arthur's Landing as per bill of lading attached.

July 5th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Co., the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 47,210 pounds of iron fish plates contained in the steamer "Acadia," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton,
this 10th day of July, 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 47,210 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 23rd day of July, 1883.
WILLIAM McLENNAN, N.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$103.84 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of One hundred and three dollars and eighty-four cents, in full payment of claim as over.

Ontario Rolling Mill Company.

HAMILTON, August 6th, 1883.

CHAS. S. WILCOX.

The undersigned claim \$57.15, being amount payable to them under the authority above quoted, on 25,980 pounds of iron fish-plates, contained in steamer "Glenfuilas."

Shipped from Hamilton to Winnipeg as per bill of lading attached.

June 2nd, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,980 pounds of iron fish-plates contained in the steamer "Glenfuilas," named in the bill of lading hereunto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 24th day of June, 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, Hamilton, the 25,980 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic, chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal, }
 this 23rd day of July, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$57.15 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of Fifty-seven dollars and fifteen cents in full payment of claim as over.

Ontario Rolling Mill Company.

CHAS. S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$531.09, being amount payable to them, under the authority above quoted, on 241,430 pounds of iron fish-plates, contained in steamer "Myles."

Shipped from Hamilton to Winnipeg as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

June 11th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 241,430 pounds of iron fish-plates contained in the steamer "Myles," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 14th day of June, 1883. }

D. McCULLOCH.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 241,430 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. }

WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$531.09 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and thirty-one dollars and nine cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
CHAS. S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$35.74, being amount payable to them, under the authority above quoted, on 16,250 pounds of iron fish-plates, contained in steamer "Acadia," Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 6, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment, at which are manufactured fish plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 16,250 pounds of iron fish-plates contained in the steamer "Acadia," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 10th day of July, 1883. }
A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 16,250 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 23rd day of July, 1883. }
WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$35.74 to The Ontario Rolling Mill Company, is hereby authorized, and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of Thirty-five dollars and seventy-four cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
Per CHAS S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$126.03, being amount payable to them, under the authority above quoted, on 58,275 pounds of iron fish-plates, contained in packages marked and numbered thus: Cars 2046-2240.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 9th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of

Canada, and that the 57,275 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Mr. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 11th day of July, 1883. }
 A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 57,275 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. }
 WILLIAM McLENNAN, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$126.03 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of One hundred and twenty-six dollars and three cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

CHAS. S. WILCOX.

HAMILTON, August 6th, 1883.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vict., Chap. 7, and of the Order in Council of 6th December, 1881, relating thereto.

The undersigned claim of \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached, car No. 2319.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 20th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 23rd day of July, 1883. }
 J. BEATY, pro Collector.

JOHN LIVINGSTONE,

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said

Railway Company, from The Bolt and Iron Company at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of August, 1883. }
 T. CRAIG, J.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Company, is hereby authorized and cheque No. 8201 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE.

MONTREAL, 12th September, 1883.

Per C. G. BLACK.

The undersigned claim \$189, being amount payable to us, under the authority above quoted on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached, car 2356.

The Bolt and Iron Company of Toronto,

Per JOHN LIVINGSTONE, *Manager.*

TORONTO, 24th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Toronto, }
 this day of July, 1883. }
 J. BEATY, pro Collector.

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me, at Montreal, }
 this 1st day of August, 1883. }
 T. CRAIG, J.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8201 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

MONTREAL, 12th September, 1883.

Per C. G. BLACK.

The undersigned claim \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of track bolts, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, car No. 2123.

The Bolt and Iron Company of Toronto (Limited),
Per ROBERT LEA FEATHERSTONHAUGH.

TORONTO, 11th August, 1883.

I, Robert Lea Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of track bolts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at)
Toronto this 11th day of August, 1883. } ROBT. L. FEATHERSTONHAUGH.
J. BEARY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 22,400 pounds of track bolts named in the affidavit of Robert Lea Featherstonhaugh, hereto attached, and that the said track bolts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 6th day of September, 1883. } T. G. SHAUGHNESSY,
T. CRAIG, J.P.

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, on car No. 237.

The Bolt and Iron Company (Limited), of Toronto,
Per JOHN LIVINGSTONE, *Manager.*

TORONTO, 16th August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated,

and shipped to W. H. Kelson, Storekeeper, C.P.R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 18th day of August, 1883.
J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto (Limited), the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 6th day of September, 1883.
T. CRAIG, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$282.55, being amount payable to us under the authority above quoted, on 33,488 pounds of bolts and nuts, contained in packages marked and numbered thus : W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, cars Nos. 248, 222.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 25th August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 33,488 pounds of bolts and nuts contained in the 299 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C.P.R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 27th day of August, 1883.
J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 33,488 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the Railway

Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 6th day of September, 1883.

T. CRAIG, J.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$282.55 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and eighty-two dollars and fifty-five cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited).

Per R. L. FEATHERSTONHAUGH.

TORONTO, 8th August, 1883.

I, R. L. Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary to The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this day of August, 1883.

J. BEATY, pro Collector.

R. L. FEATHERSTONHAUGH.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company of Toronto (Limited), the 26,880 pounds of railway spikes named in the affidavit of R. L. Featherstonhaugh, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined, by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 6th day of September, 1883.

T. CRAIG, J.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$168.84, being amount payable to us, under the authority above quoted, on 22,512 pounds of railway spikes, contained in packages marked and numbered thus: John Ross, Nepigon.

Shipped from Humber to Toronto, as per bill of lading attached, car No. 8407, G. T. Ry.

The Bolt and Iron Company of Toronto (Limited),
Per ROBERT L. FEATHERSTONHAUGH.

I, Robert Lea Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,512 pounds of railway spikes contained in the 134 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at)
Toronto this 10th day of August, 1883. }

R. L. FEATHERSTONHAUGH.

J. BEATTY, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,512 pounds of railway spikes named in the affidavit of Robert Lea Featherstonhaugh, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal)
this 6th day of September, 1883. }

T. G. SHAUGHNESSY.

T. CRAIG, J. P.

Payment of the sum of \$168.84 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received for the Customs Department of Canada the sum of One hundred and sixty-eight dollars and eighty-four cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$252, being amount payable to us under the authority above quoted, on 33,600 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Humber to Winnipeg, as per bill of lading attached, car 25043 (G. T. R.)

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 21st August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 33,600 pounds of railway spikes contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establish-

ment and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this day of August, 1883. }
 J. GOLDING, pro Collector. }

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto (Limited), the 33,600 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. }
 T. CRAIG, J. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$252 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and fifty-two dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

MONTREAL, 12th September, 1883.

Per C. G. BLACK.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Humber to Winnipeg, as per bill of lading attached, car No. 3920.

The Bolt and Iron Company, Toronto (Limited),

TORONTO, 27th August, 1883.

JOHN LIVINGSTONE, *Manager*.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 27th day of August, 1883. }
 J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. }
 T. CRAIG, J. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 12th September, 1883.

OTTAWA, 14th September, 1883.

GENTLEMEN,—I am in receipt of certain claim papers for drawback upon fish-plates, furnished by your Company to the Canadian Pacific Railway authorities, under contract of 7th April last. As the price of these plates has greatly decreased since the fixing of our rate of £6 15s. per ton, as the basis of drawback, I shall be unable to forward cheque until I have an opportunity of seeing the Hon. the Minister of Customs upon the subject. He is at present in the West, but immediately upon his return the matter will be dealt with.

I am, Gentlemen, your obedient servant,

W. G. PARMELEE, *Accountant*.

The Ontario Rolling Mill Company, Hamilton, Ont.

OTTAWA, 21st September, 1883.

GENTLEMEN;—Adverting to my letter to you of recent date, on the subject of adjustment of your last claims for drawback on fish-plates furnished to the Canadian Pacific Railway Company, I have to inform you that after consultation with the Hon. the Minister of Finance (who is acting Minister of Customs) it has been decided, in view of recent invoices and those of earlier dates, during the period within which your contract of 7th April was made, that a fair rate per ton would be £5 15s, or say, \$28; and on that basis I have adjusted the last eight claims received from you. I now beg to send you, through the Collector at your port, a cheque for \$1,260.91, being in full of drawback at the reduced rate named in the above mentioned claims, instead of the sum of \$1,479.19, as claimed; and have to ask that you will have all future claims made out upon that basis, as by doing so you will greatly expedite payment, this branch being too much pressed with other work to be able to devote time to altering the figures on each individual claim preferred.

I am, Gentlemen, your obedient servant,

W. G. PARMELEE, *Accountant*.

Messrs. The Ontario Rolling Mill Company, Hamilton, Ont.

STATEMENTS AND CLAIMS.

Under the authority of 45 Vict., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$93.18, being amount payable to them, under the authority above quoted, on 49,680 pounds of iron fish-plates, contained in packages marked and numbered thus: cars, 2406 and 2337.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 11th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, situate at Hamilton in the Dominion of Canada, and that the 49,680 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated

and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 26th day of July, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, Ont., the 49,680 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$93.18 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of Ninety-three dollars and eighteen cents, in full payment of claims as over.

Ontario Rolling Mill Company,
 Per H. H. W.

HAMILTON, 14th April, 1883.

The undersigned claim \$210.19, being amount payable to them, under the authority above quoted, on 112,130 pounds of iron fish-plates, contained in cars numbered thus: 2404, 2307, 2322, 2410.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 27th July, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 112,130 pounds of iron fish-plates contained in the four cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 30th day of July, 1883. } CHARLES S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, Hamilton, the 112,130 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$210.19 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and ten dollars and nineteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th Sept., 1883.

Per H. H. W.

The undersigned claim \$159.18, being amount payable to them, under the authority above quoted, on 84,845 pounds of iron fish plates, contained in cars marked and numbered thus: 2316, 2417, 2381.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

13th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 84,845 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 17th day of August, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 84,845 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 6th day of September, 1883.

WILLIAM McLENNAN, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$159.18 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-nine dollars and eighteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$157.87, being amount payable to them under the authority above quoted, on 84,205 pounds of iron fish-plates, contained in cars numbered thus: 2448, 2327, 2337.

Shipped from Hamilton to Maza Ramah as per bill of lading attached.

15th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of

Canada, and that the 84,205 pounds of iron fish plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Maza Ramah, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 21st day of August, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 84,205 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$157.87 to the Ontario Rolling Mill Company is hereby authorized and cheque No. 8,282 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifth-seven dollars and eighty-seven cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883. Per H. H. W.

The undersigned claim \$157.68, being amount payable to them, under the authority above quoted, on 84,085 pounds of iron fish-plates, contained in cars numbered thus: 2186, 2303, 2397.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

22nd August, 1883. ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 84,085 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 25th day of August, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 84,085 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$157.68 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-seven dollars and sixty-eight cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$160.50, being amount payable to them, under the authority above quoted, on 85,620 pounds of iron fish-plates, contained in cars numbered thus: 2,305, 2,314, 2,387.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

27th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,620 pounds of iron fish-plates, contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of August, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 85,620 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 6th day of September, 1883.

WILLIAM McLENNAN, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$160.50 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty dollars and fifty cents in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY,

Hamilton, 24th September, 1883.

Per H. H. W.

The undersigned claim \$160.68, being amount payable to them, under the authority above quoted, on 85,720 pounds of iron fish plates, contained in cars numbered thus: 2301, 2377, 2327.

Shipped from Hamilton to Maza Ramah, as per bill of lading attached.

August 29th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at

which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,720 pounds of iron fish-plates contained in the three cars named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Maza Ramah, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 3rd day of September, 1883. } CHARLES S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, Hamilton, the 85,720 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$160.68 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8,282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty dollars and sixty-eight cents, in full payment of claim, as over.

ONTARIO ROLLING MILL COMPANY,
 HAMILTON, 24th September, 1883. Per H. H. W.

The undersigned claim \$161.63, being amount payable to them under the authority above quoted on 86,140 pounds of iron fish-plates contained in cars numbered thus: 2441, 2417, 2352.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 August 31st, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 86,140 pounds of iron fish plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 3rd day of September, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Ontario Rolling Mill Company, Hamilton, the 86,140 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said railway com-

pany in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 6th day of September, 1883.

WILLIAM McLENNAN, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$161.63 to The Ontario Rolling Mill Company is hereby authorized, and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of one hundred and sixty-one dollars and sixty-three cents, in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY.

HAMILTON, 24th September, 1883.

Per H. H. W.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$94.26, being amount payable to us, under the authority above quoted, on 11,200 pounds of iron track bolts, contained in packages marked and numbered thus: 50 casks track bolts, $3\frac{1}{2} \times \frac{3}{4}$, mark C. P. R., (M).

Shipped from Montreal to Jas. Worthington, Mattawa, Ont., as per bill of lading attached. Montreal, 27th Sept., 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track bolts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above and stated and shipped to Jas. Worthington, at Mattawa, Ont., were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal,
this 27th day of Sept., 1883.

M. P. RYAN, Collector.

RANDOLPH HERSEY.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts have been since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.

W. CLENDENNING, J. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$94.26 to Pillow, Hersey & Co., is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of ninety-four dollars and twenty-six cents in full payment of claim, as over.

MONTREAL, 12th Oct., 1883.

PILLOW, HERSEY & CO.

The undersigned claim \$94.26, being amount payable to us under the authority above quoted; on 11,200 pounds of iron track-bolts contained in packages marked and numbered thus: 50 casks track-bolts, $3\frac{1}{2} \times \frac{3}{4}$, C. P. R., Port Arthur.

Shipped from Montreal to John Ross, Port Arthur, as per bill of lading attached. MONTREAL, 21st September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track-bolts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts contained in the 50 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 25th day of September, 1883. } RANDOLPH HERSEY.
 M. P; RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Company, at Montreal, the 11,200 pounds of bolts and nuts, named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J. P.

Payment of the sum of \$94.26 to Pillow, Hersey & Company, is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of ninety-four dollars and twenty-six cents in full payment of claim as over.

Montreal, 12th October, 1883. PILLOW, HERSEY & COMPANY.

The undersigned claim \$94.26 being amount payable to us under the authority above quoted on 11,200 pounds of iron track-bolts, contained in packages marked and numbered thus: 50 casks track bolts, $3\frac{1}{2} \times \frac{3}{4}$ mark C.P.R., M. Bay.

Shipped from Montreal, Q., to John Ross, Mazo Ramah Bay, as per bill of lading attached. Montreal, 15th September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron-track bolts, &c., &c., situate at Montreal, Que., in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the (50) fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Pillow, Hersey & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 15th day of September, 1883. } RANDOLPH HERSEY.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf

of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J.P. }

Payment of the sum of \$94.26 to Pillow, Hersey & Co. is hereby authorized, and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada, the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

MONTREAL, 12th October, 1883.

PILLOW, HERSEY & CO.

The undersigned claim \$94.26, being amount payable to them, under the authority above quoted, on 11,200 pounds iron bolts, contained in packages marked and numbered thus: 50 casks track-bolts $3\frac{1}{2} \times \frac{3}{4}$, C. P. R., Port Arthur.

Shipped from Montreal to John Ross, Port Arthur, as per bill of lading attached. 11th September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a partner in the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track bolts, etc., situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Pillow Hersey & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and Sworn to before me at Montreal, }
 this 13th day of September, 1883. } RANDOLPH HERSEY.
 J. DUNNE, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Pillion Hersey & Company, at Montreal, the 11,200 bolts and nuts named in the affidavit of Randolph Hersey hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } T. G. SHAUGHNESSY.
 W. CLENDENNING, J.P. }

Payment of the sum of \$94.26 to Pillow, Hersey & Company, is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

12th October, 1883.

PILLOW HERSEY & COMPANY.

The undersigned claim \$94.26, being amount payable to them, under the authority above quoted, on 11,200 pounds of iron bolts, contained in packages marked and numbered thus: 50 casks track-bolts, $3\frac{1}{2} \times \frac{3}{4}$, C. P. R. (M. Bay).

Shipped from Montreal to John Ross, Mazo Ramah Bay, Ont., as per bill of lading attached. 1st September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a partner in the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts, &c., situate at Montreal, Que., in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Pillow, Hersey & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 11th day of September, 1883.
J. CRISPO, pro Collector.

RANDOLPH HERSEY.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$94.26, to Pillow, Hersey & Co., is hereby authorized, and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

MONTREAL, 12th October, 1883.

PILLOW, HERSEY & CO.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$159.81, being amount payable to them under the authority above quoted on 85,230 pounds of iron fish-plates contained in cars numbered thus: 2388, 2325, 2184.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.
1st September, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,230 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered, as above stated, and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 7th day of September, 1883.
A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, Hamilton, the 85,230 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$159.81 to The Ontario Rolling Mill Company is hereby authorized and cheque No. 8,563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*,

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-nine dollars and eighty one cents, in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY,

Per CHAS. S. WILCOX.

HAMILTON, 31st October, 1883.

The undersigned claim \$160.22, being amount payable to them, under the authority above quoted, on 85,450 pounds of iron fish-plates, contained in cars numbered thus: 2395, 2339, 2434.

Shipped from Hamilton to Mazo Ramah, as per bill of lading attached.

ONTARIO ROLLING MILL CO.

September 4th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ont. Rolling Mill Co., the proprietors of an establishment at which are manufactured fish-plates, situate at Hamilton, in the Dominion of Canada, and that the 85,450 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Co. to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 7th day of Sept., 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Ontario Rolling Mill Co., at Hamilton, the 85,450 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$160.22, to Ontario Rolling Mill Co., is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and sixty dollars and twenty-two cents, in full payment of claim, as over,

ONTARIO ROLLING MILL COMPANY,
CHAS S. WILCOX, *Secretary*.

HAMILTON, 31st October, 1883.

The undersigned claim \$26.61, being amount payable to them under the authority above quoted on 14,190 pounds of iron fish-plates, contained in car numbered thus: 2300.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

5th September, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 14,190 pounds of iron fish-plates contained in the one car named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 10th day of September, 1883.
A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Ontario Rolling Mill Company, at Hamilton, the 14,190 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883
W. CLENDENNING.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$26.61 to The Ontario Rolling Mill Company is hereby authorized, and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of Twenty-six dollars and sixty-one cents, in full payment of claim as over.

Ontario Rolling Mill Company,
CHAS. S. WILCOX, *Secretary*.

HAMILTON, 31st October, 1883.

The undersigned claim \$132.60, being amount payable to them, under the authority above quoted, on 70,720 pounds of iron fish-plates, contained in cars numbered thus: 2016, 2138, 2394.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

5th September, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 70,720 pounds of iron fish-plates contained in the three cars named

in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 10th day of September, 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 70,720 pounds of fish-plates named in the affidavit of Charles S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$132.60 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirty-two dollars and sixty cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

CHARLES S. WILCOX, *Secretary*.

Hamilton, 1st October, 1883.

The undersigned claim \$106.25, being amount payable to them, under the authority above quoted, on 56,670 pounds of iron fish-plates, contained in cars numbered thus: 2232 and 2176.

Shipped from Hamilton to W. H. Kelson, Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

13th September, 1883.

I, H. H. Willard, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,670 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton,
this 18th day of September, 1883.
D. McCULLOCH, Collector. }

H. H. WILLARD.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 56,670 pounds of fish-plates named in the affidavit of H. H. Willard, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company

in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J. P. }

Payment of the sum of \$106.25, to Ontario Rolling Mill Company is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and six dollars and twenty-five cents in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 31st October, 1883.

Per C. S. WILCOX, *Secretary.*

The undersigned claim of \$133.14 being amount payable to them under the authority above quoted on 71,010 pounds of iron fish-plates contained in cars numbered thus: Nos. 2341, 2214, 2111.

Shipped from Hamilton to W. H. Kelson, Winnipeg, as per bill of lading attached.

11th September, 1883.

ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 71,010 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company, to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 15th day of September, 1883, } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company from the Ontario Rolling Mill Company at Hamilton, the 71,010 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } T. G. SHAUGHNESSY.
 W. CLENDENNING, J. P. }

Payment of the sum of \$133.14 to the Ontario Rolling Mill Company is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. H. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirty-three dollars and fourteen cents, in full payment of claim as over.

Ontario Rolling Mill Company.

HAMILTON, 31st October, 1883.

Per C. S. WILCOX, *Secretary.*

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$ 76.40, being amount payable to us under the authority above quoted, on 23,520 pounds of railway spikes, contained in packages marked and numbered thus : John Ross.

Shipped from Humber to Nipigon, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Toronto, 11th September, 1883.

JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear, that I am clerk of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nipigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 12th day of September, 1883. }
J. GOLDING, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 23,520 pounds of spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 1st day of October, 1883. }
W. CLENDENNING, J. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$176.40 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8467 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 11th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and seventy-six dollars and forty cents, in full payment of claim as over.

The Bolt and Iron Company.

Toronto, 15th October, 1883.

Per H. REEVE.

The undersigned claim \$151.20, being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus : W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited).

Toronto, 4th October, 1883.

Per JOHN LIVINGSTONE, *Manager*.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered

as above stated and shipped to W. H. Kelson, storekeeper at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. }
 J. BEATY, pro Collector. }

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 20,160 pounds of railway spikes named in the affidavit of H. I. Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. }
 WILLIAM McLENNAN, N. P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$151.20 to the Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. E. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of hundred and fifty-one dollars and twenty cents, in full payment of claim as over.

TORONTO, 30th October, 1883.

JOHN LIVINGSTONE, *Manager.*

The undersigned claim \$176.40, being amount payable to us, under the authority above quoted, on 23,520 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson.

Shipped from Toronto to Winnipeg, M., as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited.)

TORONTO, 4th October, 1883.

Per JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. R., at Winnipeg, M., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, of Toronto, (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. }
 J. BEATY, pro Collector. }

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$176.40, to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

TORONTO, 30th October, 1883.

JOHN LIVINGSTONE, *Manager.*

The undersigned claim \$214.20, being amount payable to us under the authority above quoted on 28,560 pounds of railway spikes contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg as per bill of lading attached, car No. 16507
G. T. R.

The Bolt and Iron Company (Limited) of Toronto,
Per JOHN LIVINGSTONE.

TORONTO, 3rd October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent for the Bolt and Iron Company, of Toronto, (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 28,560 pounds of railway spikes contained in the 170 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. R. at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 4th day of October, 1883.
J. BEATY, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 28,560 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 24th day of October, 1883.
WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$214.20, to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October 1883.

Received from the Customs Department of Canada, the sum of Two hundred and fourteen dollars and twenty cents in full payment of claim as over.

JOHN LIVINGSTONE.

Toronto, 30th October, 1883.

The undersigned claim \$176.40, being amount payable to us under the authority above quoted on 23,520 pounds of railway spikes contained in packages marked and numbered thus: W. H. Kelson, Winnipeg, Man.

Shipped from Toronto to Winnipeg, Man., as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

TORONTO, 4th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, Storekeeper, C. P. R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company, Toronto, (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of said railway.

Subscribed and sworn to before me at Toronto,
 this 4th day of October, 1883.
 J. BEATY, pro Collector. }

HENRY IRVING REEVE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
 this 24th day of October, 1883.
 WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$176.40 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized and cheque N. 8,566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim as over.

JOHN LIVINGSTONE.

TORONTO, 30th October, 1883.

The undersigned claim \$151.20, being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus : John Ross, Nepigon.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 6th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of The Bolt and Iron Company, Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
 this 6th day of October, 1883.
 J. BEATY, pro Collector. }

HENRY IRVING REEVE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 20,160 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto

attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$151.20 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-one dollars and twenty cents, in full payment of claim, as over.

JOHN LIVINGSTONE, *Manager*.

TORONTO, 30th October, 1883.

The undersigned claim \$189 being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts contained in packages marked and numbered thus: W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 4th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, storekeeper at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 22,400 pounds of bolts and nuts, named in the affidavit of Henry Irving Reeve, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and eighty-nine dollars, in full payment of claim as over.

JOHN LIVINGSTONE, *Manager*.

TORONTO, 30th October, 1883.

The undersigned claim \$189.00, being amount payable to us under the authority above quoted on 22,400 pounds of bolts and nuts contained in packages marked and numbered thus: W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto.

TORONTO, 4th October, 1883.

Per JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, storekeeper, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 4th day of October, 1883. }

HENRY IRVING REEVE.

J. BEATY, Collector.

I, Thos. G. Shaughnessy, of Montreal, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Company, at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of Henry Irving Reeve, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal }
this 24th day of October, 1883. }

T. G. SHAUGHNESSY.

WILLIAM McLENNAN, N.P.

Payment of the sum of \$189.00 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim as over.

TORONTO, 30th October, 1883.

JOHN LIVINGSTONE, *Manager*.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$201.60, being amount payable to ourselves under the authority above quoted on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., for construction in car No. 6463, G.E.L. (160 cases.)

Shipped from Montreal to Winnipeg as per bill of lading attached.

15th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages, named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co.

to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., (G. B.) for construction cars Nos. G. T. R. 3192, 5090 (320 cases.)

Shipped from Montreal to Grand Bay, as per bill of lading attached.

October 13th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Grand Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of March, 1883.
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of four hundred and three dollars and twenty cents in full payment of claim, as over.
MONTREAL, 7th Nov., 1883.

PECK, BENNY & CO.

The undersigned claim \$506.10, being amount payable to ourselves under the authority above quoted, on 67,480 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R. Nepigon for construction, cars Nos. G. E. L. 4627, 11583, N. and M., 3872, (11 casks, 224 pounds each and 387 cases 168 pounds.)

Shipped from Montreal to Nepigon, as per bill of lading attached.
12th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal in the Dominion of Canada, and that the 67,480 pounds of wrought spikes contained in the 398 packages named in the bill of lading, hereto attached, marked and numbered as above stated, and shipped to Canadian Pacific Railway at Nepigon, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.

M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 67,480 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883.

WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$506.10 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and six dollars and ten cents in full payment of claim as over.
Montreal, 7th November, 1883.

PECK, BENNY & COMPANY.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., M. for construction, No. G.T.R. 6463, (160 cases.)

Shipped from Montreal to Winnipeg, as per bill of lading attached.
October 11th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in

the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.
M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60, to Peck, Benny & Co., is hereby authorized, and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.
MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus, C. P. R., G. B., Lake Superior, cars Nos., G. W. R. 2,229; G. E. L. 9,592 (320 cases.)

Shipped from Montreal to Winnipeg as per bill of lading attached.
10th October, 1883.

PECK, BENNY & CO.

I, James Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Gravel Bay, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.
M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., Chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of four hundred and three dollars and twenty cents in full payment of claim as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., M. for construction, car No. N. Y. C. and H.R., 2716 (160 cases)

Shipped from Montreal to Winnipeg, as per bill of lading attached.
5th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.

M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.

WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$270.90, being amount payable to ourselves under the authority above quoted on 36,120 pounds of wrought spikes contained in packages marked and numbered thus: C. P.R., Port Arthur for construction, car Nos. G. W. R. 305, G. E. L. 4267.

Shipped from Montreal to Port Arthur, as per bill of lading attached.
1st October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 36,120 pounds of wrought spikes contained in the 215 packages named in the bill of lading hereto attached, marked and numbered as above stated, and

shipped to the Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1880.
M. P. RYAN, Collector, }

JAMES H. PECK,

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 36,120 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$270.90, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and seventy dollar and ninety cents in full payment of claim, as over.

MONTREAL, 9th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$270.90, being amount payable to ourselves, under the authority above quoted, on 36,120 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Port Arthur for construction, car Nos. C. & G. T., 03279 (215 cases).

Shipped from Montreal to Port Arthur, as per bill of lading attached.
26th September, 1883.

PECK, BENNY & COMPANY.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 36,120 pounds of wrought nails, contained in the 215 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 36,120 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$270.90 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and seventy dollars and ninety cents, in full payment of claim, as over.

MONTREAL, 9th November, 1883.

PECK, BENNY & COMPANY.

The undersigned claim \$504.00, being amount payable to ourselves under the authority above quoted, on 67,200 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., Maza Ramah Bay, for construction, cars Nos. G.W.R. 4791, 1047; G.T.R., 6065 (400 cases.)

Shipped from Montreal to Maza Ramah Bay, as per bill of lading attached.
20th September, 1883.

PECK, BENNING & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 67,200 pounds of wrought spikes contained in the 400 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to the Canadian Pacific Railway at Maza Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }

JAMES H. PECK.

M. P. RYAN, Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 67,200 pounds of wrought spikes, named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of March, 1883. }

T. G. SHAUGHNESSY.

WILLIAM McLENNAN, N. P.

Payment of the sum of \$504.00 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and four dollars in full payment of claim as over.

MONTREAL, 17th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes contained in packages marked and numbered thus: C.P.R., Port Arthur, for construction, cars Nos. G.W.R. 1010, G.G.L. 5532 (320 cases).

Shipped from Montreal to Port Arthur as per bill of lading attached.
22nd September, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped

to Canadian Pacific Railway at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883.
 M. P. RYAN, Collector.

JAMES H. PECK,

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883.
 WILLIAM McLENNAN, N. P.

THOS G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Maza Ramah Bay, for construction, cars Nos. G. G. L. 8861, 4571 (320 cases).

Shipped from Montreal to Maza Ramah Bay, as per bill of lading attached.
 September 12th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Maza Ramah Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883.
 M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883.
 WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of four hundred and three dollars and twenty cents in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$604.80, being amount payable to ourselves under the authority above quoted, on 80,640 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Maza Ramah Bay, cars Nos. G. T. R. 3239, 3855, 3953, (480 cases).

Shipped from Montreal to Maza Ramah Bay as per bill of lading attached.

PECK, BENNY & COMPANY.

11th September, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 80,640 pounds of wrought spikes contained in the 480 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Maza Ramah Bay were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.

JAMES H. PECK.

M. P. RYAN, Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 80,640 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883.

THOS. G. SHAUGHNESSY.

WILLIAM McLENNAN, N. P. }

Payment of the sum of \$604.80, to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of six hundred and four dollars and eighty cents in full payment as over.

PECK, BENNY & COMPANY.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Mattawa, for construction, cars Nos.—C. P. R. box—2714, 2694, (320 cases).

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

September 5th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are

manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Mattawa, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403 20, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$473.76 being amount payable to ourselves, under the authority above quoted, on 63,168 pounds of wrought spikes contained in packages marked and numbered thus : C. P. R., W. for construction, cars Nos. Credit Valley 985, G. T. R. 4804 (376 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

August 24th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 63,168 pounds of wrought spikes contained in the 376 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to the Canadian Pacific Railway at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 63,168 pounds of wrought spikes, named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company

in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY,

Payment of the sum of \$473.76 to Peck, Benny & Co., is hereby authorized, and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and seventy-three dollars and seventy-six cents, in full payment of claim as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Port Arthur for construction, cars Nos. G. T. 10662, 2868, L. N. E. 4916, (320 cases).

Shipped from Montreal to Port Arthur, as per bill of lading attached.

PECK BENNY & CO.

9th August, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. }
 WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim as over.

PECK, BENNY & CO.

MONTREAL, 7th March, 1883.

The undersigned claim \$806.40, being amount payable to ourselves, under the authority above quoted, on 107,520 pounds of wrought spikes contained in packages

marked and numbered thus: C. P. R., W. for construction, cars Nos. N. and B. 176, M. D. 979, 2038, 2006, (640 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

4th August, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 107,520 pounds of wrought spikes contained in the 640 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 107,520 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company, in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883. }
WILLIAM MCLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$806.40, to Peck, Benny & Co, is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Eight hundred and six dollars and forty cents, in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Winnipeg for construction, cars No. M. D. 253, B. L. 11418, (320 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

25th July, 1883.

PECK, BENNY & COMPANY.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes, contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 26th day of October, 1884. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 52,760 pounds of wrought spikes, named in the affidavit of James Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.

WILLIAM McLENNAN, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

PECK, BENNY & COMPANY.

MONTREAL, 7th November, 1883.

The undersigned claim \$453.60, being amount payable to ourselves under the authority above quoted, on 60,480 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Mattawa for construction, car Nos. C. P. R. 37C8, 2920, (360 cases).

Shipped from Montreal to Mattawa as per bill of lading attached.

PECK, BENNY & CO.

20th July, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 60,480 pounds of wrought spikes contained in the 360 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway Company at Mattawa, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.

M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 60,480 pounds of wrought spikes, named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November 1883

WILLIAM McLENNAN, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$453.60, to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, November, 5th, 1883.

Received from the Customs Department of Canada the sum of Four hundred and fifty-three dollars and sixty cents in full payment of claim as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: James Worthington, C. P. R., Mattawa, car No. C. P. R. cattle 4096 (160 cases).

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

July 16th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Mattawa, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.

M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 26,830 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of the said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.

WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to Peck, Benny & Co., is hereby authorized and and cheque No. 8626 enclosed for that purpose.

W. G. PARMELÉE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of two hundred and one dollars and sixty cents in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$640.03, being amount payable to ourselves, under the authority above quoted, on 85,344 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., W. for construction, Nos. of cars—Box 1120, 2810, 3006, 3000, (508 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

June 30th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 508 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge,

wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, marked and numbered, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883. }
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$640.08, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$176.40, being amount payable to us under the authority above quoted on 23,520 pounds of railway spikes, contained in packages marked and numbered thus: John Ross, Nepigon.

Shipped from Toronto to Nepigon as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

TORONTO, 30th October, 1883.

Per JOHN McWILLIAMS, *Treasurer*.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent for The Bolt and Iron Company (Limited) Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 31st day of October, 1883. }
J. BEATY, pro Collector. }

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company (Limited) at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made

use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P.

Payment of the sum of \$176.40 to The Bolt and Iron Company is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada, the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

TORONTO, 10th December, 1883 }
 The Bolt and Iron Company (Limited), }
 J. McWILLIAMS, *Treasurer*.

The undersigned claim \$151.20 being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY OF TORONTO (LIMITED).

October 25th, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company, of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of of said railway.

Subscribed and sworn to before me at Toronto, }
 this 26th day of October, 1883. } HENRY IRVING REEVE.
 J. BRATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company, at Toronto, the 20,160 pounds of railway spikes, named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 WM. D. M. MARLER, N. P.

Payment of the sum of \$151.20 to The Bolt and Iron Company, of Toronto, is hereby authorized, and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of one hundred and fifty-one dollars and twenty cents, in full payment of claim as over.

TORONTO, 10th December, 1883. }
 The Bolt and Iron Company, }
 Per JOHN McWILLIAMS, *Treasurer*.

The undersigned claim \$378. being amount payable to us, under the authority above quoted, on 50,400 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY, of Toronto, (Limited.)

3rd October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Company, of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 50,400 pounds of railway spikes, contained in the 300 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Bolt and Iron Company, Toronto, (Limited), to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 24th day of October, 1883.
J. GOLDING, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 50,400 pounds of railway spikes, named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway. as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.
W. D. M. MARLER, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$378 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of Three hundred and seventy-eight dollars, in full payment of claim as over.

The Bolt and Iron Company, (Limited).

TORONTO, 10th December, 1883.

JOHN McWILLIAMS, *Treasurer.*

The undersigned claim \$176.40, being amount payable to us, under the authority above quoted, on 23,520 pounds of railway spikes contained in packages marked and numbered thus: John Ross, Nepigon.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY OF TORONTO (Limited),

20th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 22nd day of October, 1883.
J. BEATY, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company (Limited), at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 22nd day of October, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P. }

Payment of the sum of \$176.40, to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

The Bolt and Iron Company of Toronto,

Per JOHN McWILLIAMS, *Treasurer.*

TORONTO, 10th December, 1883.

The undersigned claim \$554.40, being amount payable to us under the authority above quoted, on 73,920 pounds of railway spikes contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited).

Per JOHN McWILLIAMS, *Treasurer.*

19th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company, of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 73,920 pounds of railway spikes contained in the 440 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 20th day of October, 1883. } HENRY IRVING REEVE,
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Company at Toronto, the 73,920 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P. }

Payment of the sum of \$554.40 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of Five hundred and fifty-four dollars and forty cents, in full payment of claim as over.

The Bolt and Iron Company of Toronto (Limited).

Pro JOHN McWILLIAMS, *Treasurer*.

TORONTO, 10th December, 1883.

The undersigned claim \$579.60, being amount payable to us, under the authority above quoted, on 77,280 pounds of railway spikes, contained in packages marked and numbered thus :

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON CO. OF TORONTO (Limited).

TORONTO, 3rd November, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Co. of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 77,280 pounds of railway spikes contained in the 460 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Co. (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 5th day of November, 1883.

J. BEATY, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the Railway Company from the Bolt and Iron Co., at Toronto, the 77,280 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.

W. D. M. MARLER, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$579.60 to The Bolt and Iron Co., Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of five hundred and seventy-nine dollars and sixty cents in full payment of claim, as over.

The Bolt and Iron Co. of Toronto,

Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 10th December, 1883.

The undersigned claim \$403.20, being amount payable to us under the authority above quoted on 53,760 pounds of railway spikes contained in packages marked and numbered thus : John Ross, Nepigon.

Shipped from Toronto to Nepigon, as per bill of lading attached.

The Bolt and Iron Company, Toronto,

Per JOHN McWILLIAMS, *Treasurer*.

17th October, 1883.

I, Henry Irving Reeve of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the

Dominion of Canada, and that the 53,760 pounds of railway spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 17th day of October, 1883. } HENRY IRVING REEVE.
 J. GOLDING, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 53,760 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P.

Payment of the sum of \$403.20 to The Bolt and Iron Company of Toronto is hereby authorized and cheque No. 8803 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th December, 1883.

Received from the Customs Department of Canada, the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

The Bolt and Iron Company of Toronto (Limited).

Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 10th December, 1883.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 1881, relating thereto.

The undersigned claim \$67.87 being amount payable to them, under the authority above quoted, on 36,200 pounds of iron fish-plates, contained in car numbered 10560.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
 October 13th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,200 pounds of iron fish-plates contained in the car 10,560, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 29th day of October, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 36,200 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox, hereto attached, and

that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. }
 W. D. M. MARLER, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$67.87 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of sixty-seven dollars and eighty-seven cents, in full payment of claim as over.

Ontario Rolling Mill Co.,

HAMILTON, 18th December, 1883

CHAS. S. WILCOX, *Secretary.*

The undersigned claim \$67.59, being amount payable to them, under the authority above quoted, on 36,050 pounds of iron fish-plates contained in car numbered 11419.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

15th October, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,050 pounds of iron fish-plates contained in the car 11419 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 29th day of October, 1883. }
 A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 36,050 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 3. Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. }
 W. D. M. MARLER, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$67.59 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Sixty-seven dollars and fifty-nine cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 13th December, 1883.

Per C. S. WILCOX, *Secretary.*

The undersigned claim \$73.50, being amount payable to them, under the authority above quoted, of 39,200 pounds of fish plates contained in car numbered 11411.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
October 16th, 1883. **ONTARIO ROLLING MILL COMPANY.**

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 39,200 pounds of iron fish-plates contained in the car 11411 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883. } **CHAS. S. WILCOX.**
A. MACKENZIE, Surveyor.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 39,200 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } **T. G. SHAUGHNESSY.**
W. D. M. MARLER, N. P.

Payment of the sum of \$73.50, to Ontario Rolling Mill Company, is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Seventy-three dollars and fifty cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
HAMILTON, 13th December, 1883. **C. S. WILCOX, Secretary.**

The undersigned claim \$67.50, being amount payable to them under the authority above quoted, on 36,000 pounds of iron fish-plates contained in car numbered 2917.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
23rd October, 1883. **ONTARIO ROLLING MILL COMPANY.**

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,000 pounds of iron fish-plates contained in the car 2917, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883, } **CHAS. S. WILCOX.**
A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 36,000 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.
W. D. M. MARLEE, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$67.50 to The Ontario Rolling Mill Company, is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada, the sum of Sixty-seven dollars and fifty cents, in full payment of claim as over.

Ontario Rolling Mill Company.

HAMILTON, 13th December, 1883.

C. S. WILCOX, *Secretary*.

The undersigned claim \$53.44, being amount payable to them under the authority above quoted, on 28,500 pounds of iron fish-plates contained in car numbered 3031.

Shipped from Hamilton to Gravel Bay as per bill of lading attached.

22nd October, 1883.

ONTARIO ROLLING MILL CO.

I, Charles S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,500 pounds of iron fish-plates contained in the car 3031 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said line of railway.

Subscribed and sworn to before me at Hamilton,
this 29th day of October 1883.
A. MACKENZIE, *Surveyor*. }

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Company, at Hamilton, the 28,500 pounds of fish-plates named in the affidavit of C. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 29th day of November, 1883.
W. D. M. MARLEE, N.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$53.44 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-three dollars and forty-four cents in full payment of claim as over.

HAMILTON, 13th December, 1883.

ONTARIO ROLLING MILL CO.

The undersigned claim \$52.59 being amount payable to them, under the authority above quoted, on 28,050 pounds of iron fish-plates, contained in car numbered 5542.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
October 25th, 1883. ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured iron fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,050 pounds of iron fish-plates, contained in the car No. 5542, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883. } CHAS. S. WILCOX.
A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 28,050 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of the said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } T. G. SHAUGHNESSY.
W. D. M. MARLER, N. P.

Payment of the sum of \$52.59 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, Accountant.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and fifty-nine cents, in full payment of claim as over.

HAMILTON, 13th December, 1883. }
Ontario Rolling Mill Company }
C. S. WILCOX, Secretary.

The undersigned claim \$105.75, being amount payable to them under the authority above quoted on 56,400 pounds of iron fish-plates contained in cars numbered 785 & 126.

Shipped from Hamilton to Winnipeg as per bill of lading attached.
30th October, 1888. ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,400 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton, }
this 5th day of November, 1883. } C. S. WILCOX.
D. McCULLOCH, Collector.

I Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 56,400 pounds of fish-plates named in the affidavit of Charles S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } T. G. SHAUGHNESSY,
W. D. M. MARLER, N.P.

Payment of the sum of \$105.75 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.
W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and five dollars and seventy-five cents in full payment of claim as over.

Ontario Rolling Mill Company, }
Hamilton, 13th December, 1883. } C. S. WILCOX.

The undersigned claim \$26.16, being amount payable to them, under the authority above quoted, on 13,950 pounds of iron fish-plates, contained in car numbered 8193.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
31st October, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c, situate at Hamilton, in the Dominion of Canada, and that the 13,950 pounds of iron fish-plates contained in the car 8193 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 5th day of November, 1883, } CHARLES S. WILCOX.
D. McCULLOCH, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 13,950 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } T. G. SHAUGHNESSY.
W. D. M. MARLER, N.P.

Payment of the sum of \$26.16 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8,807 enclosed for that purpose.
W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 13th December, 1883.

Received from the Customs Department of Canada the sum of Twenty-six dollars and sixteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company, }
HAMILTON, 13th December, 1883. } C. S. WILCOX, *Secretary.*

The undersigned claim \$106.50, being amount payable to them, under the authority above quoted, on 56,800 pounds of iron fish-plates contained in cars numbered 4469 & 4488.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
November 1st, 1883. ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,800 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 5th day of November, 1883. } CHAS. S. WILCOX.
D. McCULLOCH, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 56,800 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } T. G. SHAUGHNESSY.
W. D. M. MARLER, N. P.

Payment of the sum of \$106.50, to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and six dollars and fifty cents, in full payment of claim, as over.

HAMILTON, 13th December, 1883. }
Ontario Rolling Mill Company, }
C. S. WILCOX, *Secretary.*

The undersigned claim \$52.22, being amount payable to them, under the authority above quoted, on 27,850 pounds of iron fish-plates, contained in car numbered 1286.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
2nd November, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, etc., situate at Hamilton, in the Dominion of Canada, and that the 27,850 pounds of iron fish-plates contained in the car 1286, named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 5th day of November, 1883. } CHAS. S. WILCOX.
D. McCULLOCH, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 27,850 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P.

Payment of the sum of \$52.22 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and twenty-two cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary.*

The undersigned claim \$113.53, being amount payable to them, under the authority above quoted, on 60,550 pounds of iron fish plates, contained in cars numbered 4907 and 12466.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 November 3rd, 1883. ONTARIO ROLLING MILL CO.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Co., the proprietors of an establishment at which are manufactured fish plates, &c, situate at Hamilton, in the Dominion of Canada, and that the 60,550 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 9th day of November, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Co., at Hamilton, the 60,550 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P.

Payment of the sum of \$113.53 to Ontario Rolling Mill Co., is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirteen dollars and fifty three cents in full payment of claim, as over.

Ontario Rolling Mill Co.,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary.*

The undersigned claim \$170.71, being amount payable to them under the authority above quoted, on 91,050 pounds of iron fish-plates contained in cars numbered 11723, 8269 and 1283.

Shipped from Hamilton to Winnipeg as per bill of lading attached.
5th November, 1883.

ONTARIO ROLLING MILL CO.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 91,050 pounds of fish-plates contained in the three cars named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 9th day of November, 1883.

CHAS. S. WILCOX.

A. MACKENZIE, Surveyor.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Company, at Hamilton, the 91,050 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883.

THOS. G. SHAUGHNESSY.

W. D. M. MARLER, N.P.

Payment of the sum of \$170.71 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada, the sum of One hundred and seventy dollars and seventy-one cents in full payment of claim as over.

Ontario Rolling Mill Company,

HAMILTON, 12th December, 1883.

CHAS. S. WILCOX, *Secretary*.

The undersigned claim \$52.03, being amount payable to them, under the authority above quoted, on 27,750 pounds of iron fish-plates, contained in car numbered 6096.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
6th November, 1883.

ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 27,750 pounds of iron fish-plates, contained in the car 6096 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 7th day of November, 1883.

CHAS. S. WILCOX.

A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 27,750 pounds of fish-plates, named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$52.03 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8507 enclosed for that purpose.

W. G. PARMELEE, *Accountant*,
 CUSTOMS DEPARTMENT, OTTAWA, 14th March, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and three cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary*.

The undersigned claim \$53.81, being amount payable to them, under the authority above quoted, on 28,700 pounds of iron fish-plates contained in car numbered 5060.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 November 7th, 1883. ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,700 pounds of iron fish-plates contained in the car 5060 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 9th day of November, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 28,700 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$53.81, to the Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.
 CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-three dollars and eighty-one cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary*.

The undersigned claim \$189, being the amount payable to us, under the authority above quoted, on 22,400 pounds of track bolts and nuts, contained in packages marked and numbered thus: Canadian Pacific Railway, G. T. R. to Brockville.

Shipped from Toronto to Sudbury Station, as per bill of lading attached.

The Bolt and Iron Co. of Toronto (Limited),

Per J. McWILLIAMS.

December 3rd, 1883.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th December, 1881, relating thereto.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Co., Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate in Toronto, in the Dominion of Canada, and that the 22,400 pounds of track bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canada Pacific Railway, at Sudbury, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by The Bolt and Iron Co., Toronto (Limited), to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 4th day of December, 1883.

ROBERT RIDGWAY, Pro Collector.

HENRY IRVING REEVE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Co., at Toronto, the 22,400 pounds of track bolts and nuts named in the affidavit of Henry Irving Reeve, hereto attached, and that the said track bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at the City of }
Montreal, this 11th day of December, 1883.

WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Co., is hereby authorized and cheque No. 8851 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 15th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars in full payment of claim, as over.

JOHN LIVINGSTONE, *Manager.*

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th December, 1881, relating thereto.

The undersigned claim \$37.68, being amount payable to us under the authority above quoted, on 4,480 pounds of iron track-bolts contained in packages, marked and numbered thus: John Ross, C.P.R., M. Bay.

Shipped from Montreal, Q., to Maza Ramah Bay, as per bill of lading attached.
MONTREAL, 2nd October, 1883.

PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, Q., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, Q., in the Dominion of Canada, and that the 4,480 pounds of iron track-bolts and nuts contained in the twenty packages named in the bill of lading hereto attached, marked and

numbered as above stated, and shipped to John Ross at Maza Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 4th day of October, 1883.
J. CRISPO, pro Collector. }

RANDOLPH HERSEY.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 4,480 pounds of bolts and nuts named in the affidavit of Randolph Hersey hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 24th day of October, 1883.
WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$37.63 to Pillow, Hersey & Co. is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada the sum of Thirty-seven dollars and sixty-eight cents, in full payment of claim, as over.

PILLOW, HERSEY & CO.

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$94.18, being amount payable to us under the authority above quoted, on 11,200 pounds of iron track-bolts contained in packages marked and numbered thus: 50 casks track-bolts and nuts $3\frac{1}{2} \times \frac{3}{4}$, C. P. R. Gravel Bay.

Shipped from Montreal to John Ross, Gravel Bay, as per bill of lading attached.
MONTREAL, 8th October, 1883. PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts and nuts contained in the 50 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 20th day of October, 1883.
J. CRISPO, pro Collector. }

RANDOLPH HERSEY.

I, Thomss G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Company, at Montreal, the 11,200 pounds of track-bolts and nuts, named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 20th day of November, 1883.
W. D. M. MABLER, N.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$94.18 to Pillow, Hersey & Company is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and eighteen cents in full payment of claim as over.

PILLOW, HERSEY & Co.

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$94.78, being amount payable to us under the authority above quoted on 11,200 pounds of iron track-bolts, contained in packages marked and numbered thus: 50 casks track-bolt and nuts, $3\frac{1}{2} \times \frac{3}{4}$, C.P.R., Gravel Bay.

Shipped from Montreal to John Ross, Gravel Bay, as per bill of lading attached.
MONTREAL, 13th October, 1883.

PILLOW, HERSEY & Co.

I, Randolph Hersey, of Montreal, do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts and nuts, contained in the 50 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 20th day of October, 1883.

RANDOLPH HERSEY.

J. CRISPO, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of track bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883.

T. G. SHAUGHNESSY.

W. D. M. MARLER, N.P.

Payment of the sum of \$94.18 to Pillow, Hersey & Co. is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada, the sum of Ninety-four dollars and eighteen cents, in full payment of claim, as over.

PILLOW, HERSEY & CO.,

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$188.37, being amount payable to us, under the authority above quoted, on 22,400 pounds of iron track bolts and nuts, contained in packages marked and numbered thus: 100 casks track-bolts and nuts, $3\frac{1}{2} \times \frac{3}{4}$.

Shipped from Montreal to Canadian Pacific Railway, Emerson, Man., as per bill of lading attached.

MONTREAL, 13th November, 1883.

PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 22,400 pounds of iron track bolts and nuts contained in

the 100 packages named in the bill of lading, hereto attached, marked and numbered as aboves stated, and shipped to Canadian Pacific Railway at Emerson, Man., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 9th day of November, 1883. } RANDOLPH HERSEY.
 W. J. O'HARA, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 22,400 pounds of track bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 11th day of December, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$188.37 to Pillow, Hersey & Co. is hereby authorized, and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-eight dollars and thirty-seven cents, in full payment of claim, as over.

Pillow, Hersey & Co.,

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

RETURN

(31*u*)

To AN ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;
 —For a Statement showing the names of all Shareholders in the Canadian Pacific Railway Company, and the amounts of Stock held by each of said Shareholders on each of the following days, namely : 14th, 21st and 28th October, and 4th of November, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
 28th March, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 24th March, 1884.

SIR,—I have the honor to enclose statements showing the names of all shareholders in the Canadian Pacific Railway Company and the amounts of stock held by each, on each of the following days, viz. :—October 14th, 24th and 28th, as required by the Address of the House of Commons, dated 25th February.

The said Address also called for a similar statement of shareholders as of record on the 4th November. The books of the Company were closed between the 27th October and 7th November, so that the list sent herewith, of shareholders on October 28th, gives the names of the holders on November 4th.

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

C. DRINK WATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders October 14th, 24th and 28th, 1883.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Abbott, Harry	Brockville, Ont	1,000	1,000	1,000
Angus, R. B.	Montreal, Que	15,000	15,000	15,000
Apps, C. O.	Brantford, Ont.	75	75	75
Armit, Isabella	London, Eng.	10	10	10
Armit, Julia	do	10	10	10
Armit, Catherine	do	10	10	10
Armit, Maud.	do	10	10	10
Armit, Louis.	do	10	10	10
Armit, Henry ...	do	10	10	10
Armit, Mrs. Sarah.	do	20	20	20
Anstruther, Max. R. H. L.	do	10	10	10
Apps, William.	Brantford, Ont.	40	40	40
Appar, Merrill & Co.	New York	200	200	.....
Atterburg & Tillinghast.	do	300	300	300
Agnew, Mary F.	Orange Valley, N. Y.	2	2	2
Aspinwall, J. A.	New York	100	100	100
Banque Parisienne	Paris, France	6,764	6,764	6,764
Baring, Alex.	New York	100	100	100
Bassano, Marquis de.	Paris, France.	80	80	80
Beatty, Henry.	Sarnia, Ont.	1,000	1,000	1,000
Belkrap, Robert L.	New York	1,000	1,000	1,000
Benedick & Co., E. C.	do	100	100	100
Beguelin, H. E.	do	300	300	300
Billitzer, Joseph	Paris, France	245	245	245
Bigelow, P.	New York	20	20	20
Blake Bros & Co.	do	2,265	2,805	2,705
Bloss, James O.	do	100	100	100
Boissevain & Co., A.	Amsterdam	2,870	2,870	2,870
Borthwick, Wark & Co.	London, Eng.	150	150	150
Brown & Co., E. J.	New York	300	300	300
Brown, W. R.	Brantford, Ont.	25	25	25
Brooke, Jessie	London, Eng.	15	15	15
Burnett & Co.	Montreal, Que.	1,835	1,835	1,435
Bullitt, J. C.	Chicago, U.S.	500	500	500
Bigelow, Hon. J.	New York	400	400	400
Bogart & Co., O. M.	do	400	400	400
Baldwin & Weeks.	do	500	400	300
Boody, McLellan & Co.	do	100	.....	.....
Baylis & Co., A. B., jun.	do	300	300	300
Bald, James	do	100	100	100
Blatch, C. A.	Chicago, U.S.	10	10	10
Becker, Caroline.	London, Ont.	1,150	1,150	1,150
Becker, H. C. K.	do	550	550	550
Brokan, W. H.	New York	200	200	200
Bigg, Capt. Frederick.	London, Eng.	20	20	20
Blandy, G.	New York	300	300	300
Benjamin & Co., John	do	300	200	400
Brown, E. M.	do	200	200	200
Bartlett, Ellen E.	Rhode Island, U.S.	13	13	13
Buchanan, Harriet C.	Montreal, Que.	15	15	15
Bancroft, Mary.	do	15	15	15

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Bancroft, Grace W.....	Montreal, Que.....	15	15	15
Bancroft, Charles, in trust.....	Knowlton, Que.....	15	15	15
Brodrick, Hon. Wm. St. J.....	London, Eng.....	30	30	30
Brenton, Ben. J.....	Jamaica, Long Island Pond	10	10	10
Bernard, Lieut.-Col. H.....	Ottawa, Ont.....	36	36	36
Bush, N. V.....	New York.....	50	50	50
Bartlett, John R.....	Providence, R.I.....	20	20	20
Brown, Fanny W.....	Baltimore, Md.....	20	20	20
Boyd & Vincent.....	New York.....	300	300	300
Bogart, Katie.....	do.....	3	3	3
Bogart, Julia M.....	do.....	1	1	1
Bonner, Robert E.....	do.....	15	.....	.....
Benson & Co., Robert.....	London, Eng.....	250	250	250
Baylis, Adelaide E.....	New York.....	20	20	20
Beadel, Sarah M.....	.....	25	25	25
Blackstone, Lorenzo.....	Norwich, Conn.....	750	2,050	2,050
Brownell & Landon.....	New York.....	100	100	100
Bennett & Co., G. A.....	New York.....	200	200	100
Bennett & Co., S. A.....	London, Eng.....	20	20	20
Barneby, Wm. H.....	Worcester, Eng.....	200	200	200
Buck & Co., E. A.....	Stafford Springs, Conn.....	50	50	50
Bell, Helen.....	Kirkcaldy, Scot.....	30	30	30
Beveridge, M.....	do.....	60	60	60
Broughton, Fred.....	Eastwood, Ont.....	10	10	10
Brooks, Arthur.....	New York.....	15	15	15
Bicknell, E. P.....	do.....	12	12	12
Baltzer & Leichtenstein.....	do.....	.....	200	200
Backwith, N. M.....	do.....	.....	400	400
Berry, Jemima and F. A.....	do.....	.....	.....	25
Cassel, Ernest.....	London, Eng.....	2,205	2,205	2,205
Cohen, d'Auvers & Co.....	Paris, France.....	1,226	1,226	1,226
Carritte, J. P.....	New York.....	5,000	5,000	5,000
Chaplin, Ernest.....	London, Eng.....	200	200	200
Charterio, Capt. Hon. F. W.....	do.....	400	400	400
Clark, Dodge & Co.....	New York.....	750	750	750
Clark, George O.....	do.....	200	200	200
Olanwilliam, Earl of.....	London, Eng.....	2,180	2,180	2,180
Clark, Heman.....	New York.....	400	400	400
Clews & Co., Henry.....	do.....	300	200	100
Cornell, Wm. W.....	Poughkeepsie, N.Y.....	100	100	100
Collins, Robert H.....	Esher, Surrey, Eng.....	50	50	50
Colgate, C. O.....	New York.....	300	300	300
Colgate, Edward.....	do.....	300	300	300
Cauldwell, John B.....	do.....	200	200	200
Colbron, Day & Field.....	do.....	2	2	2
Cross, A. F.....	do.....	200	200	200
Cauldwell, Washburn Townsend.....	do.....	800	800	800
Campbell, Sir H. H.....	London, Eng.....	500	500	500
Campbell, Col. J. P.....	do.....	290	290	290
Campbell, Hon. H. W.....	do.....	170	170	170
Carey, H. T.....	New York.....	100	100	100
Cumming, A. P.....	do.....	25	25	25
Collins & Co.....	do.....	100	100	100
Olanwilliam, Earl of.....	.....	.....	.....	.....
Charterio, Hon. A.....	London, Eng.....	790	790	790
Olosson & Hays.....	New York.....	400	400	400
Callanan, J. P.....	do.....	20	20	20
Crane, Seabury & Co.....	do.....	55	55	30
Campbell, Wm.....	do.....	100	100	100
Campbell, M.....	do.....	10	10	10
Cassils, John.....	Montreal, Que.....	2,925	2,925	2,725
Carlton, A. J.....	Ilion, N.Y.....	50	50	50
Chapman, Eliz. B.....	New York.....	5	5	5
Condict, Clara H.....	do.....	23	23	23

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Cummings & Co.....	do	100	100	100
Crossley, F. W.....	Cheshire, Eng.....	250	250	250
Cuyler, Mary de W.....	New York.....	100	100	100
Criss & Son, M.....	do	100	100	100
Cassils, Charles.....	Montreal, Que.....	500	500	500
Crerar, John.....	Chicago, U.S.....	300	300	300
Cuthbertson, F. J.....	New York.....	20	20	20
Cody, Edmund.....	do	10	10	10
Chaplin, E. S.....	do	100	100	100
Campbell, W. J. D.....	London, Eng.....	120	120	120
Cauldwell, Wm. A.....	New York.....	200	200	200
Campbell, Col. Sir A. C.....	Renfrew, Scot.....	390	390	390
Clifford, Ann E.....	Wraysbury Staines, Eng... ..	7	32	32
Cunninghame, H.....	London, Eng.....	20	20	25
Dale, C.....	New York.....	100	100	.....
Davies & Co., John H.....	do	100	100	100
Dexter, Henry.....	do	200	200	200
De Joigny, E. B.....	Chateau de Larnoy, France.....	245	245	245
DeWitt, Alfred.....	New York.....	400	500	500
De Neufville & Co.....	do	800	700	500
Dewey & Co., Thos.....	do	1,200	1,900	1,800
Donaldson, R.....	Glasgow, Scotland.....	4,960	4,960	4,960
Drake, S. J.....	New York.....	700	700	600
Drexel, Harges & Co.....	Paris, France.....	1,000	1,000	1,000
Drexel, Morgan & Co.....	New York.....	13,750	13,750	13,750
Drexel & Co.....	Philadelphia.....	3,750	3,750	3,750
De Reinach, Baron, J.....	Paris, France.....	858	858	858
De Reinach, Baron, O.....	do	1,102	1,102	1,102
De Vesci, E.....	London, Eng.....	115	115	115
Decker, Howell & Co.....	New York.....	400	400	400
Day & Heaton.....	do	40	300	300
De Jonge & Co.....	do	100	100	100
Dunmore, Right Hon. Countess.....	London, Eng.....	120	120	120
Drummond, Hon. F. M.....	Aucterarden, Scotland.....	20	20	20
Dumont, J. B.....	New York.....	100	.....	.....
Douglas, Geo. W.....	do	200	200	200
Dawson, Hon. E. S.....	London, Eng.....	160	160	160
De Cordova & Co., R.....	New York.....	100	100	100
Du Villard, H. A.....	Providence, R.I.....	15	15	15
Dominick & Dickerman.....	New York.....	2,600	2,500	2,000
De Mott & Durant.....	do	300	300	300
De Rivas & Co., M. E.....	do	100	100	100
Donald, Gordon & Co.....	do	4,525	4,225	4,050
Despaignet, Paul.....	do	5,000	5,000	5,000
Doremno, H. E.....	do	5	5	5
Easton, Jacob C.....	do	791	791	791
Elphinstone, Earl of.....	Massellburg, Scotland.....	5,453	5,453	5,453
Ephrussi & Co., M.....	Paris, France.....	1,650	1,650	1,650
Elphinstone, Hon. E. C. B.....	London, Eng.....	882	882	882
Eyre, Mary E.....	New York.....	20	20	20
Earl & Dayton.....	do	1,600	1,400	1,100
Erkine, J. C.....	Linlathen, Scotland.....	300	300	300
Eddy, Adfur.....	Brooklyn, N.Y.....	100	100	100
Emerys, Sons, Thos.....	Cincinnati, O.....	200	200	200
Ellis, John W.....	New York.....	200	200	200
Eyre, Geo. E. B.....	London, Eng.....	150	150	150
Eccles, John.....	Norwick, Conn.....	10	10	10
Elder, John.....	Flatbush, L.E.....	.....	50	50
Farrar, Wm.....	London, Eng.....	360	360	360
Fenwick, Wm. J.....	Montreal, Can.....	225	200	75
Finlay, Hugo.....	Paris, France.....	490	490	490
Fleming, Sandford.....	Ottawa, Can.....	500	500	500
Field, Maj.-Gen., G. T.....	London, Eng.....	30	30	30
Fraser, G. S.....	New York.....	100	100	100

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Name.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Forsyth, Mrs. Kate S.....	Aberdeen, Scotland.....	10	10	10
Fraser, Mrs. Annap.....	Montreal, Can.....	15	15	15
Fraser, Miss E. J.....	New York.....	25	25	25
Freeman & Co., F. P.....	do.....	300	300	300
Freeman, Norman.....	do.....	150	150	150
Fielden, Maj.-Gen. R. J.....	Blackburn, Eng.....	50	50	50
Fish, S.....	New York.....	100	100	100
Fleming, John.....	Glasgow, Scotland.....	10	10	10
Gay, Mrs. Sarah.....	Newburgh, N.Y.....	200	200	200
Geddes, Peter.....	New York.....	250	250	250
Gleichen, Count, and F. F.....	London, Eng.....	40	40	40
Gleichen, Count A. E. W.....	do.....	60	60	60
Gleichenn, Countess Feodora.....	do.....	15	15	15
Grieninger, Fred.....	Paris, France.....	4,901	4,901	4,901
Gorett, Sons & Co.....	London, Eng.....	490	490	490
Greenfell, Pascoe du P.....	do.....	350	350	350
Geddes, Alexander.....	Chicago, U.S.....	100	100	100
Gracie & Westervelt.....	New York.....	400	400	400
Gelpcke, Otto.....	do.....	100	100	100
Gelston & Bussing.....	do.....	100	100	100
Goadley & Co., W. H.....	do.....	700	700	800
Gurnee, jun., & Co., W. S.....	do.....	2,000	2,000	2,000
Gold, Barbour & Swords.....	do.....	2,100	2,100	2,100
Graham, Benj.....	do.....	10	10	10
Gray, James.....	Dalkeith, Scot.....	50	50	50
Groesbeck & Schley.....	New York.....	200	200	200
Grant & Ward.....	do.....	1,100	1,100	1,100
Grengel, G.....	do.....	1,620	1,560	2,860
Gilley, jun., & Co., F. W.....	do.....	4,825	4,675	4,375
Gilliat, S. W. E.....	Battle Sussex, Eng.....	100	100	100
Gernsheim & Co., M.....	New York.....	.....	.....	600
Growse, John.....	London, Eng.....	.....	.....	500
Hallett, L. J.....	New York.....	40	40	90
Hartshorn, B. M.....	do.....	300	300	300
Hallgarten & Co.....	do.....	650	150	150
Hervey, Lady S. C.....	London, Eng.....	25	25	25
Hill, Jas. J.....	St. Paul, Minn.....	10,000	10,000	10,000
Huydecoper, H. M.....	Amsterdam.....	500	500	500
Hill, Wm. B.....	Greenfield Hill, Conn.....	200	200	200
Hill, Geo. W.....	Glasgow, Scotland.....	50	50	50
Hollins, H. B.....	New York.....	200	200	200
Hudson & Co., C. J.....	do.....	900	900	900
Howe, Jos. W.....	do.....	100	100	100
Hollebone Bros. & French.....	London, Eng.....	80	80	80
Harvey, Mary N.....	Shantlice, Isle of Wight.....	400	400	400
Hatch & Foote.....	New York.....	1,700	1,700	1,650
Herzfeld & Co.....	do.....	100	100	100
Horton & Co., H. L.....	do.....	100	100	100
Hogge, Maj.-Gen. S. G. O.....	Somerset, Eng.....	30	30	30
Hatch & Sons, W. T.....	New York.....	900	900	1,400
Hall, J. L.....	do.....	700	600	400
Humbert & Co., Wm. P.....	do.....	100	100	100
Harriman, O.....	do.....	200	200	200
Heidelbach, Ickelheimen & Co.....	do.....	800	800	800
Hamilton & Bishop.....	do.....	200	200	100
Hood, Viscount.....	London, Eng.....	120	120	120
Harris, J. N.....	New London, Conn.....	100	100	100
Hall, Edward.....	London, Eng.....	10	10	10
Hare, Evan.....	do.....	40	40	40
Holden, J. H.....	New York.....	1,400	930	1,630
Hall, Emma.....	Montreal.....	25	25	25
Hannay, Jane.....	Glasgow, Scotland.....	50	50	50
Hannay, Margaret.....	do.....	50	50	50

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Hutchinson Bros.....	New York.....	129	119	319
Holland, Geo. H.....	London, Eng.....	100	100	100
Howard, Geo. S.....	New York.....	10	10	10
Harriot & Noyes.....	do.....			500
Hope, James.....	Edinburgh.....			250
Ives, Fessenden.....	Goshen, Conn.....		10	10
James D. Willis.....	New York.....	2,450	2,450	2,450
Jones, B. W.....	do.....	500	1,000	1,000
Jung, A. W.....	do.....	200	200	200
Johnson, Miss L. A. G.....	Montreal.....	10	10	10
James & Co., J. S.....	New York.....			600
Jenkin, N. C. F., Smith, J. P., Crum, A.....	London, Eng.....	50	50	50
Jesup, Paton & Co.....	New York.....	1,700	1,400	1,200
James & Co., F. P.....	do.....	200	200	200
Johnstone, Rev. C. F.....	London, Eng.....		74	74
Kennedy, John S.....	New York.....	10,000	10,000	10,000
Keppeler & Sancton.....	do.....	100	100	100
Kohn, E.....	Paris, France.....	980	980	980
Koll, Charles.....	do.....	122	122	122
Kuhn, Loel & Co.....	New York.....	5,000	5,000	5,000
Kirkland & Co.....	do.....	300	300	300
Kenneys & Babcock.....	do.....	100	100	100
King, John.....	East Linton, Scotland.....	50	50	50
Knap, Shepherd.....	New York.....	100	100	100
Kidder & Co., A. M.....	do.....	200	200	200
Krans, E. H.....	do.....	50	50	50
Kennedy & Co., J. S.....	do.....	9,503	9,503	9,503
Kellinger, J. L.....	do.....	50	50	50
Kean, H. F.....	do.....	10,000	10,000	10,000
Kittle, Charles A.....	do.....		1,000	1,000
Levy, R. G.....	Paris, France.....	122	122	122
Lounsbury, Haggin.....	New York.....	900	800	600
Lushington, Henrietta.....	London, Eng.....	100	100	100
Lawson, Douglas & Co.....	New York.....	160	110	110
Lee, Ryan & Warren.....	do.....	3,700	3,500	3,100
Ladenburg, Thalman & Co.....	do.....	600	1,500	1,500
Lethbridge, Wm.....	London, Eng.....	100	100	100
Langdon, Charles H.....	New York.....	400	400	400
Levy, L.....	do.....	100	100	100
Lott, M. S.....	do.....	500	500	500
Losee, C. E.....	do.....	4,000	4,000	2,700
Lincoln, G. H.....	do.....	100	100	100
Leconfield, Baron.....	Petworth, Sussex, Eng.....	1,500	1,500	1,500
Lefevre & Co., H. S.....	London, Eng.....	150	150	150
Langlois, C. A.....	Montreal.....	25	25	25
Lapsley & Co., H.....	New York.....	200	200	100
Lane, Lt.-Col. R. B.....	London, Eng.....	100	100	100
Langenburg, Prince H.....	Wurtemberg, Germany.....	200	200	200
Martenache, E.....	New York.....	167	167	167
Mackenzie, F. C.....	Forres, Scotland.....	10	10	10
Meeker, J. R.....	Montreal.....	175	75	75
Mitchell, Alexander.....	Milwaukee, Wis.....	834	834	834
Milbank, J.....	New York.....	417	417	417
Morawitz, C.....	Paris, France.....	735	735	735
Moat, R.....	Montreal.....	700	675	100
Morgan & Co., J. S.....	London, Eng.....	2,500	2,500	2,500
Morton, Bliss & Co.....	New York.....	31,998	31,998	31,998
Morton, Rose & Co., in trust.....	London, Eng.....	490	490	490
Muir, Sir W. M.....	do.....	65	65	65
Martinser, R. V.....	New York.....	750	750	750
Miller, Francis & Co.....	do.....	600	600	500
Moore & Co., W. D.....	do.....	200	200	300
Mills, Robeson & Smith.....	do.....	850	750	750
Miller, L. A.....	do.....	550	550	550

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Marstin, J. E.	New York	350	150	150
Merz, John Y.	New-Castle-on-Tyne, Eng.	50	50	50
Morrison, Jos. G.	South Orange, N. J.	100	100	100
Moorhouse, Lizzie.	New York	1	1	1
Marsh, Daniel	New Milford, Conn.	50	50	50
Macdonald, H. J.	Ottawa, Can.	42	42	42
Minzesheimer & Co., C	New York	300	200	200
Maatschappiz & Co.	Amsterdam	53,100	53,070	53,070
Melville, Earl of	London, Eng.	508	500	500
Manning, J. B.	New York	100	100	100
May & King	do	200	200	100
Moody, Harry.	Wallington, Surrey, Eng.	40	40	40
Marx & Co.	New York	100	100	100
Meyer, Moritz	do	300	300	200
Marache, Theo.	do	3,500	3,000	2,900
Menzies, Wm. J.	Edinburgh, Scotland	300	300	300
Morton, Rose & Co.	London, Eng.	27,493	27,624	27,357
Murray, Mary A.	Montreal	50	50	50
Milne, G. G., in trust.	London, Eng.	40	40	40
Mason & Smith	New York	400	400	400
Melville, Evans & Co.	London, Eng.	2,080	2,080	2,080
Moore, F. L.	New York	300	300	200
Mackenzie, Capt. F. G.	Brighton, Eng.	100	100	100
McIntyre, Duncan	Montreal	20,266	20,260	20,260
McNeill, Sir J. C.	London, Eng.	200	200	200
McIntyre, John	Stratford, Can.	50	50	50
McGrigor, Mary J. D.	London, Eng.	10	10	10
McGrigor, Eliz. A.	do	10	10	10
McGrigor, Dona E.	do	10	10	10
McGrigor, Mrs. Anna	do	10	10	10
McDougall Bros.	Montreal, Can.	595	520	370
McAndrew, Julia J.	New York	25	25	25
McAndrew, Catherine E.	do	25	25	25
McGeorge, J. B.	do	100	100	100
McAndrew, Wm	Bromley, Kent, Eng.	500	1,000	1,000
Northcote, H. S.	London, Eng.	770	770	770
Northcote, O. H.	New York	500	500	500
Newell, John	Philadelphia	600	600	600
Nicholas & Co., H. J.	New York	400	400	400
Nimmo, Charles W.	do	100	100	100
Norton, Henry B.	Norwich, Conn.	100	100	100
Noel, J. G.	London, Eng.	40	40	40
Neville, Fanny G.	do	10	10	10
Noel, Right Hon. G. J.	do	60	60	60
Nelson, Thos.	Edinburgh	600	600	600
Niles, L. H.	New York	.....	700	1,600
Ortman, J.	Utrecht, Holland	800	900	900
Osborn, C. J.	New York	2,450	2,450	2,450
Oswald Bros.	Montreal	35	35	35
Osborn & Co., C. J.	New York	1,350	1,375	1,850
Ortman & Zoon, A.	Utrecht, Holland	110	110	110
Outwater, Richard	New York	8,470	8,370	8,070
Ordway, A. L.	Providence, R.I.	100	100	.....
Pearsall, Thomas W.	New York	1,500	1,500	1,500
Perry, R. D.	do	100	100	100
Platt, Samuel R.	do	500	500	500
Porteous, D. S., account J. Meston	Aberdeen, Scotl.	200	200	267
Ponsonby, Sir Henry' & Collins, R. H.	London, Eng.	500	500	500
Propper, S.	Paris, France	735	735	735
Prince & Whitely	New York	1,075	875	675
Pupke, J. F.	do	100	100	100
Payne, W. G.	do	200	200	200
Peacocke, Gen. G. J.	London, Eng.	117	117	117
Provost, C. W.	New York	300	300	300
Pope, Jos.	Ottawa, Can.	10	10	10

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Name.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Plock & Co.....	New York.....	1,000	1,000	1,000
Ponsonby, Hon. W.....	London, Eng.....	10	10	10
Prall & Co., J. H.....	New York.....	100	100	100
Pruyn, Anna P.....	Albany, N. Y.....	100	100	100
Peters, Jarvis, Major-General Samuel.....	Maidenhead, Eng.....	80	80	80
Poulter, R. O.....	London, Eng.....	45	45	45
Porteous, D. S.....	Aberdeen, Scot.....	67	67	.....
Pierson, J. F.....	New York.....	100	200	200
Playfair, Capt. G. J.....	London, Eng.....	110	110	110
Paton, M. S.....	New York.....	.....	.....	100
Quintard, T. F.....	St. Norwath, Conn.....	5	5	5
Quackenbush, J. W.....	Mohawk, N. Y.....	.....	100	100
Ramsay, Hon. C. M.....	Stephen, Maine.....	300	300	300
Reilly, F. A.....	New York.....	100	100	100
Reynolds, Thomas.....	London, Eng.....	100	100	100
Rose, C. D.....	do.....	250	250	250
Rozenroad, O.....	Paris, France.....	122	122	122
Rockefeller, Wm.....	New York.....	1,600	1,000	1,000
Ross, John.....	Prince Arthur's Landing.....	1,000	1,000	1,000
Robertson, R. H.....	Glasgow, Scot.....	100	100	100
Robertson, L.....	do.....	50	50	50
Rutson, A. O.....	Thirsk, Eng.....	60	60	60
Russell & Co., S. F.....	New York.....	100	100	100
Riggs, K.....	do.....	100	100	100
Reynes Bros. & Co.....	do.....	100	100	100
Riddell & Stevenson.....	Montreal, Can.....	125	125	75
Reynolds, Rev. Samuel H.....	East Ham, Essex, Eng.....	20	20	20
Renwick, James.....	New York.....	400	400	400
Ryerson & Bod.....	do.....	25	25	25
Rensens, G.....	do.....	1,000	1,000	1,000
Russell, S. T.....	do.....	300	300	300
Rasmus & Lissigaop.....	do.....	100	100	100
Randall & Wierum.....	do.....	100	100	100
Robin Philips.....	do.....	5,000	5,000	5,000
Redmond, Wm.....	do.....	1,000	700	300
Robinson, Rev. Henry.....	Battle Sussex, Eng.....	.....	120	120
Seligman & Co., J. W.....	New York.....	2,500	2,500	2,500
Sheldon & Co., W. C.....	do.....	600	600	600
Smith, Hon. D. A.....	Montreal.....	23,290	23,290	23,290
Spencer, Trask & Co.....	New York.....	100	.....	.....
Stephen, George.....	Montreal.....	31,222	31,222	31,222
Stillman, James.....	New York.....	1,000	1,000	1,000
Stewart, J. A.....	do.....	100	100	100
Stuart, H. W.....	do.....	100	100	100
Stuart, J. M.....	do.....	100	100	100
Stanton, S. F.....	do.....	200	200	100
Sulzback Bros.....	Frankfort-on-Maine, Germ'y.....	1,593	1,593	1,593
Snamell, F.....	Kankakee, Ill., U.S.....	100	100	100
Schaw, A. S.....	Glasgow, Scotland.....	5,450	5,450	5,450
Scott, Wm. L.....	Erie, P. W. S.....	1,400	1,400	1,400
Springer, Max.....	Vienna, Austria.....	1,715	1,715	1,715
Sebert, W. F.....	New York.....	250	250	250
Stephenson, Mrs. G.....	Montreal, Can.....	50	50	50
Suttie, F. G.....	New York.....	55	55	55
Sprigg, J. A.....	Baltimore, Md.....	100	100	100
Seymour, Lady M. H.....	London, Eng.....	33	33	33
Stirling, Patrick.....	Kippenross, Dumblane, Scot.....	215	215	225
Smithers, Mrs. L. M.....	New York.....	500	500	500
Scott, H. O.....	Montreal.....	375	375	375
Stuart, W. O.....	New York.....	100	100	100
Secomb, E. A.....	do.....	400	400	400
Schmidt, John.....	Illion, N. Y.....	50	50	50
Smith, G., trustee.....	New York.....	100	100	100
Sands & Co., S. S.....	do.....	300	300	300

CANADIAN PACIFIC RAILWAY COMPANY - List of Shareholders, &c—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct 28th.
Stroud, E. H.....	New York.....	50	50	50
Slater, J. F.....	Norwich, Conn.....	2,300	2,300	2,300
Sotheby, Admiral E. S.....	London, Eng.....	60	60	60
Soutter, & Co.....	New York.....	100	100	100
Sweet & Co., E.....	do.....	250	250	100
Stapfer & Streuli.....	do.....	100	100	100
Suffern, John.....	Belfast, Ireland.....	100	100	100
Schnakenburg, D.....	New York.....	5	5	5
Stock, J. N.....	London, Eng.....	10	10	10
Smithers & Co., C. H.....	New York.....	2,305	1,905	1,905
Scott & Co., G. S.....	do.....	9,000	7,700	7,700
Shutts, John H.....	Brooklyn, N.Y.....	200	200	200
Sidney, Geo., jun.....	Spilsby, Lincolnshire, Eng.....	20	20	20
Sidney, Arthur.....	Tomby and Liverpool.....	20	20	20
Stroud, W. L.....	New York.....	100	100	100
Sibbald, J. G.....	do.....	100	100	100
Speyer Bros.....	London, Eng.....		700	700
Sternberger & Field.....	New York.....			600
Stutfield, G. H.....	London, Eng.....			12
Sheriff, John, B.....	New York.....			100
Taylor & Co. W. B.....	do.....	1,500	1,500	1,500
Thomson, A. G.....	London, Eng.....	245	245	245
Thorne, Samuel.....	New York.....	500	500	500
Thorne, Jonathan.....	do.....	2,800	2,800	2,800
Titus & Thomas.....	do.....	550	550	450
Tod, J. Kennedy.....	do.....	500	450	450
Trotter, Wm.....	London, Eng.....	485	485	485
Trowbridge, T. E.....	New York.....	100	100	100
Thyme, Selina O.....	London, Eng.....	570	570	570
Thyme, Lt.-Col. A. W.....	do.....	1,440	1,440	1,440
Thomas, Rev. H.....	Anglesea, N. Wales.....	10	10	10
Thynne, F. J.....	Bedford, Eng.....	612	612	612
Thursfield, J. K.....	London, Eng.....	20	20	20
Turner & Co., C. J.....	New York.....	200	200	100
Thibaudeau, A.....	London, Eng.....	2,000	2,000	2,000
Turney, V. B.....	New York.....	1	1	1
Thomas, J. H.....	do.....	100	100	100
Tucker, W. C.....	Norwich, Conn.....	10	10	10
Tuthell, J. G.....	New York.....	5	5	5
Urquhart, R.....	Ferres, Scot.....	10	10	10
Unger & Co., C.....	New York.....	1,300	1,250	1,150
Utter, F. M.....	do.....	2,220	2,450	3,950
Van Horne, W. C.....	Montreal.....	701	701	701
Van Horne, W. C., reserved.....	do.....	4,205	4,205	4,205
Van Eeghen, J. H.....	Amsterdam.....	500	500	500
Van West, A. R.....	New York.....	700	700	700
Van Scharck & Co.....	do.....	10	10	10
Van Sclen, A.....	do.....	100	100	100
Van Nosbrand, Martha J. J.....	Elizabeth, N.J.....	15	15	15
Van Emburg & Atterbury.....	New York.....	400	300	300
Van Hoffman & Co., L.....	do.....	1,200	1,000	1,500
Van Deventer, C. H.....	do.....	100	100	100
Willard & Co., E. K.....	do.....			200
Weir, W. H.....	Montreal.....		50	
Watson, G. H.....	New York.....		30	30
Wickham & Halsted.....	do.....	4,000	3,500	3,000
Wallis, Anne B.....	Montreal.....	10	10	10
Wolseley, Lord.....	London, Eng.....	800	800	800
Watson, W. & N. McAndrew.....	New York.....	300	300	300
Watson, J. D.....	do.....	7	7	7
Wilson & Bros., H. S.....	do.....	400	400	400
Woerishaffer & Co.....	do.....	800	700	700
White, Fred.....	Ottawa, Can.....	5	5	5
Wallace & Co., F. B.....	New York.....	100	100	

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Wilcox, Julia L.....	New York.....	1	1	1
White & Co., L. L.....	do	100	100	100
Watzen, Toll & Co.....	do	5,000	5,000	5,000
Weston, W.....	do	100	100	100
Wright, John G.....	do	10	10	10
Whiteheads & Coles.....	London, Eng.....	135	135	135
Worthington, John.....	Brooklyn, N. Y.....	10	10	10
Worden & Co.....	New York.....	1,400	1,400	1,300
White, H. G.....	Syracuse, N. Y.....	400	400	400
Webb & Co., W. S.....	New York.....	1,800	1,800	1,800
Watson, A.....	do	1,100	1,100	1,100
Wadsworth, J.....	do	250	250	250
Watson & Lang.....	do	2,000	2,000	2,300
Warrender, Sir G., Bart.....	Edinburgh.....	6,000	6,000	6,000
Whitney, E. D.....	Philadelphia.....	100	100	100
White, Morris & Co.....	New York.....	4,520	4,320	4,220
Wilson, T. W.....	Sterborne, Eng.....	30	30	30
Winslow, Lamer & Co.....	New York.....	2,500	2,500	2,500
Wormser, H. S.....	do	2,200	1,900	1,800
Walsh, J. W., jr.....	do	10	10	110
White, Giles.....	do	15	15	15
Wellington, Chapp & Co.....	do	1,200	900	600
White & Co., S. P.....	do	500	500	500
Winthrop & Co., R.....	do	300	200	100
Wood, Huestis & Co.....	do	1,000	1,100	1,000
Wellington, A. W.....	do	50	50	.....
Young & Morse.....	do	100	125	125
	Total shares.....	550,000	550,000	550,000

I certify the above to be true statements of the disposition of the issued common stock of the Canadian Pacific Railway Company upon the dates named.

C. DRINKWATER, *Secretary.*

MONTREAL, March, 1884.

RETURN

(31v)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884;—
 For: 1. A Statement of the particulars, with dates, of the expenditure of the Canadian Pacific Railway Company in connection with the St. Lawrence and Ottawa Railway. 2. For Statement in full detail, of the particulars of the amount of \$473,000, or thereabouts, stated to be for sundry advances, carriers, back charges, and other matters. 3. For a Statement, in detail, with dates of the payments, on account of Interest on stock of the Canadian Pacific Railway. 4. For copies of all Reports, and data on which the estimates of the Canadian Pacific Railway Company, and Mr. Schreiber, as to the cost of completing the Canadian Pacific Railway are founded.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
 29th March, 1884.

CANADIAN PACIFIC RAILWAY COMPANY,
 OFFICE OF THE SECRETARY, MONTREAL, 3rd March, 1884.

SIR,—As requested by your letter of the 29th ult., I have the honor to enclose the following Returns moved for by the House of Commons:—

1. Statement of expenditure of the Canadian Pacific Railway Company in connection with the St. Lawrence and Ottawa Railway.
2. Statement of particulars of the amount of \$473,000, stated in a previous return, to be for sundry advances, back charges, &c.
3. Statement of payments on account of interest on stock of the Canadian Pacific Railway.

I have the honor to be, Sir, your obedient servant,
 C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

St. Lawrence and Ottawa Railway Account.

23rd November, 1881.—For amount advanced by Messrs. Morton, Rose & Co., of London, England, from the Company's funds in their possession, in payment of St. Lawrence & Ottawa Railway stock purchased in the Company's behalf:

Value	£1436 0s. 4d.	\$ 69,900 00
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SUNDRY advances, carriers for back charges and other matters incidental to traffic at 31st December, 1883:

Bell, Lewis and Yates.....	\$ 16,051 96
Bryant, G. G.....	4,500 00
Ganadian Locomotive Company.....	2,175 47
Foster, A. B.....	35 728 06
Gillies Brothers.....	1,673 13
Middleton, G. H.....	5,250 00
Moody, H.....	1,702 31
Beatty, H.....	1,989 57
Provincial Treasurer.....	5,587 87
McTavish, J. H.....	17,441 35
Sinclair, A.....	1,787 84
Railway Clearing House.....	1,912 82
Dominion Government (in dispute).....	56,211 35
Dominion Express Company (Transportation Charges)	36,742 43
Manitoba and North-Western Railway.....	3,303 44
Department of Interior.....	17,746 66
North-West Fuel Company.....	2,760 88
Toronto Bridge Company.....	16,725 47
Priest, G. A.....	3,369 42
Short, R. J.....	2,498 24
North-West Coal and Navigation Company.....	2,263 59
St. Paul, Minneapolis and Manitoba Railway.....	34,854 23
McDougall & Co, G.....	3,263 40
McLaren, P.....	1,729 19
McLennan, R.....	5,000 00
McLachlan Brothers.....	2,787 59
North British and Mercantile Insurance Co.....	13,897 47
Credit Valley Railway.....	1,932 27
North Shore Railway.....	27,282 49
Howard, Thomas.....	6,083 00
St. Lawrence and Ottawa Railway (Operating Balance).....	39,432 19
Thomas, W. T.....	1,850 40
Canadian Express.....	1,338 03
Indian Department.....	1,397 55
Department Militia and Defence.....	551 05
Jacques Cartier Railway.....	1,032 39
Various Railways and Transportation Companies.....	93,428 58
	<hr/>
	\$473,281 77
	<hr/>

CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 24th March, 1884.

SIR,—Referring to your letter of the 29th ult., I have now the honor to enclose a statement in detail with dates of the payments on account of interest on stock of the Canadian Pacific Railway.

The statements Nos. 1 and 2, referred to in the said letter have already been furnished.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

STATEMENT of Payments on account of Interest on Stock of Canadian Pacific Railway :

February, 1882.—	Dividend on 50,000 shares, representing two semi-annual dividends, at rate of 6 per cent. per annum, calculated from dates upon which the different instalments were due.....	\$ 186,328 57
August, “	Semi-annual dividend, at 6 per cent. per annum, on 50,000 shares.....	150,000 00
February, 1883.—	Semi-annual dividend, at 6 per cent. per annum, on 250,000 shares.....	750,000 00
August, “	Semi-annual dividend, at 5 per cent. per annum, on 550,000 shares.....	1,375,000 00
		\$2,461,328 57
	Dividends of February and August, 1882, amounting to were paid out of net revenue, and were not charged to capital account.....	333,328 57
		\$2,128,000 00

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 10th March, 1884.

SIR,—I desire to say that my approximate estimate of the cost of portions of the Canadian Pacific Railway, being constructed by the Company, upon which no subsidy has been paid, is based upon information obtained from time to time from the engineers and others engaged upon the work, and from reports of the Company's officers, together with the profiles of the sections of the portions of the line in question.

I have the honor to be, your obedient servant,
COLLINGWOOD SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 27th November, 1883.

SIR,—In response to your inquiry of the 17th inst., I have the honor to submit herewith the preliminary report of Mr. A. B. Rogers, Engineer in Chief, in charge of the location of the Mountain Section of the Canadian Pacific Railway, together with a report of Mr. James Ross, Manager of construction of the Western Division.

These reports cover the only section of the line upon the practicability of which any doubts have recently been cast.

Beyond this section to the point of connection with the section under construction by the Government, no engineering difficulties exist; on the contrary, the work is light and may be quickly done.

I am happy to be able to report rapid progress on the Lake Superior Section of the line. Track-laying has been completed eastward from Port Arthur to the Nepigon River, and will be continued to a point thirty-five miles beyond before the close of the season. From that point eastward, for a distance of 100 miles, is encountered the heaviest rock work on the Lake Superior Section. This is covered by one mile contracts and is heavily manned. Work will be carried on throughout this winter, and it is expected that a considerable portion of this section will be ready for the track in the early spring.

The track of the main line extension westward from Lake Nipissing has advanced beyond Sudbury Junction. This section is also heavily manned, and the work will be pushed forward throughout the winter.

I have the honor to be, Sir, your obedient servant,
W. C. VAN HORNE, *General Manager.*

HON. JAMES H. POPE, Acting Minister Railways and Canals.

MONTREAL, 20th November, 1883.

DEAR SIR,—The results of the surveys on the Mountain Division made during this year, 1883, are briefly, as follows: A line of definite location from the summit of the Rocky Mountains to the summit of the Selkirks, a distance of $95\frac{6}{10}$ miles, and a preliminary survey from the summit of the Selkirks to the west crossing of the Columbia (opposite the mouth of the Eagle Pass), a distance of 43 miles. The route adopted proceeds from the summit of the Rockies westerly down the Kicking Horse River, $44\frac{7}{10}$ miles to the valley of the Columbia, which it follows in a north-westerly direction nearly 30 miles, until it enters the valley of the Beaver, which it follows southerly and westerly for about 20 miles to the summit of the Selkirks. From this latter point it descends westerly down the east fork of the Ille-cille-wait, about 20 miles to a junction with the main stream, which it follows south-westerly about 23 miles to the west crossing of the Columbia. A maximum gradient of 116 feet per mile is found necessary in the descent westerly from the summit of the Rockies down the Kicking Horse Pass for a distance of about 17 miles, and again for a distance of 2 miles in the Lower Kicking Horse.

The same gradients are used in the ascent of the Selkirks for about 16 miles and for nearly 20 miles down their west slope. In no instance is this rate of grade exceeded, and a proper compensation for curvature is made in every case by a reduction of the rate of grade.

We have used a maximum rate of curvature of 10 degrees, namely in the Kicking Horse Valley, but only an occasional use of that rate of curvature in the canon of the Columbia and in the Selkirks. I am confident, however, that in the final adjustment of the line after the right of way shall have been cleared, a material improvement will be made in this respect.

There will be three crossings of the Kicking Horse in the upper valley and eight in the lower—all of one span, and no span exceeding 200 feet. The first, or easterly crossing, of the Columbia will require a bridge of 350 feet in length and the west crossing about 800 feet.

The heaviest work to be encountered in construction lies in the Upper Kicking Horse, where about six miles may be classified as hard mountain work, with about two miles of hard work near the mouth of the Kicking Horse, the remainder averaging from medium to light. For 10 miles near the bend of the Kicking Horse, and 20 miles in the valley of the Columbia, the work will compare favorably with that in the Bow Valley. In the six miles of the Columbia canon the work may be rated as two miles hard work and the remainder light. Through the Selkirks the work is more uniformly distributed than through the Rockies and presents no special engineering difficulties, and for mountain work may be considered moderate, the percentage of rock being unusually small.

Estimates for the entire line, in sections of one mile each, accompanying the plans and profiles submitted with this report.

Tunnelling will be required as follows:—

	Lineal feet.
In the Upper Kicking Horse.....	1,800
“ Lower “	2,400
“ Columbia Canon	2,200
“ East slope of Selkirks.....	none
“ West “ “ not to exceed.....	1,200
	<hr/>
Making a total of..	7,600

Longest tunnel 1,400 feet; next in length 1,000 feet; others from 150 to 600 feet in length.

I am glad to state that my expectations of the feasibility of the route adopted have been more than realized by the results of the surveys of this year, and as shown by the plans and profiles, the work is of such nature that any desired force can be

used on the construction, and with a certainty of the greatest dispatch in its completion.

The track having reached the summit of the Rockies, there remains a gap of not over 270 miles to be completed between that point and Kamloops.

The elevations above the the sea level of some of the prominent points on the line are as follows:—

	Feet.
Summit of the Rockies.....	5,300
Bend of the Kicking Horse.....	3,647
Mouth " " (in Columbia Valley.....	2,541
East Crossing of Columbia River (grade)	2,392
Summit of Selkirks.....	4,316
West Crossing of Columbia (grade)	1,436

The highest elevation attained is that in the Rockies, 5,300 feet. The highest elevation to be overcome in the Gold Range is the Eagle Pass, which is not more than 400 feet higher than the West Crossing of the Columbia.

Yours truly;

A. B. ROGERS, *Chief Engineer in charge of Surveys, Mountain Section.*

W. C. VAN HORNE, General Manager C. P. R., Montreal.

MONTREAL, 23rd November, 1883.

DEAR SIR,—Our track will at the end of this week, reach the summit of the Rocky Mountains, thus fully carrying out this year's programme of work under my superintendence nearly six weeks ahead of the time allowed for it; besides we have some work done on the Western Slope down the Kicking Horse Pass.

At present there are about seven hundred and fifty men employed in the Rocky Mountains, but it is our intention to reduce this force somewhat, and confine our operations this winter to making ties and timber, forwarding supplies and completing the final adjustment of the line.

During the year I have been able to personally examine very thoroughly our route through the Rockies to the Columbia, and besides having Major Rodger's reports of the work on the Selkirks, I sent Mr. Hogg to examine and report upon it, and am satisfied that we have the most direct practicable line for the Canadian Pacific Railway, with summit elevations lower than on the other Pacific lines.

I desired, however, as I explained to you in a former letter, before commencing construction on the Western Slope of the Rockies to feel perfectly assured that the Kicking Horse line had been thoroughly developed by surveys so as to give us a line with the shortest heavy grade planes, the least amount of curvature, located where it could be maintained after construction, and at the least cost, and I have had other surveys made through the Bow River and Howse Passes to determine whether we could get a line, which though evidently longer than the Kicking Horse, would present such features as would compensate for its increased distance.

As the result of our examinations and surveys, I am glad to say that we can commence our work in the spring, feeling quite satisfied that we have secured beyond doubt, the best line through the mountains.

The heavy portion of our next season's work will be in the Kicking Horse Valley, but it is placed so that we can distribute a large force upon it. The longest tunnel is 1,400 feet, and we can, if found necessary to expedite the construction, build a temporary line around the heavy work.

Yours faithfully,

JAMES ROSS, *Manager of Construction.*

W. C. VAN HORNE, General Manager C. P. R.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 18th April, 1883.

SIR,—In response to your request for additional information concerning the line proposed to be adopted by this Company through the Rocky and Selkirk Mountains,

I have the honor to submit the following condensed profile of the line from Fort Calgary to the second crossing of the Columbia River, as deduced from the latest reports of the Engineers of the Company.

This profile shows the work that may be expected as regards gradients, and it is believed that great improvements will be made in the final location. The undulations between the chief gradients cannot well be shown on so small a scale, and they are unimportant and do not affect the main question.

In locating the line through the mountains the chief considerations have been the saving of distance, the cost of construction and economy in operation, and, as affecting the latter, curvature and gradients have been carefully considered.

Dangers from land slips and snow slides has also had some influence in determining the location.

In descending from the summit of the Rocky Mountains towards the Columbia River, Major Rodgers, Engineer-in-Chief of the Mountain Division, reports that a gradient of ninety feet per mile can be secured, but that it will involve a large loss in distance, heavy curvature, long tunnels, enormous expense, and serious loss of time in construction, and that each of these objections is so serious as to render the use of that gradient almost impracticable, and inasmuch as assistant engines would be required on a grade of ninety feet as well as on one of 116 feet per mile, the Company have decided to adopt his recommendation of a direct line down the west slope of the Rocky Mountains, with a gradient for a distance of twenty miles at the last named rate.

The next problem encountered is as to whether the line should be carried around the great bend of the Columbia River or directly across the Selkirk Mountains.

A practicable line has been found directly across, reaching the summit on either side by gradients of 116 feet per mile, and each twenty miles in length.

The distance across by this line is sixty-three miles, while, by a line following the Columbia Valley around the mountains, it would be about 140 miles.

The latter line has not been examined all the way around, but from such examinations as have been made, it seems quite certain that gradients of eighty or ninety feet per mile would have to be used in places.

We will, for our present purpose, assume that the ruling gradients on the other portions of the Canadian Pacific Railway ($52\frac{3}{10}$ feet per mile) would not be exceeded. We have, therefore, to consider whether a line 63 miles in length, with two gradients of 116 feet per mile, each 20 miles in length, is preferable to a line 140 miles in length with maximum gradients of $52\frac{3}{10}$ feet per mile.

The practicability of operating gradients as heavy as 116 feet per mile, is beyond question; such gradients are used on one of the Pacific lines, and many, even heavier, have been used for years in various parts of America.

The question, therefore, is one of economical operation.

To operate such heavy gradients to the best advantage, with a considerable traffic, heavy assistant engines are necessary, and the cost of operating such grades as compared with grades of 52 feet per mile for the same distance, is almost precisely, the cost of the service of the assistant engines, and the additional wear and tear of track incident to their use, and as against this we have the saving of the cost of operating 77 miles of additional line, and the saving of nearly two hours time with passengers and four hours time with freight trains.

The latter consideration, which is of great importance in competing for through traffic, would alone be sufficient to justify the use of heavier gradients.

It should be remembered, that in the case of passenger trains, double locomotive service will seldom be required; ordinarily the substitution of a heavy for a light locomotive will answer the purpose.

The heaviest gradient on a line is usually considered the ruling one, but this is not entirely true.

The ruling gradient is the one that offers the greatest resistance to the traffic of the railway. A gradient of 80 feet per mile in one direction, may be more

objectionable than one of 116 feet in the other, by reason of the greater volume of traffic in the one direction than in the other. A gradient of 80 feet per mile on one section of the line may be more objectionable than one of 116 feet on another, by reason of the larger traffic on the one section than on the other. For example—a gradient of 80 feet per mile, east of Winnipeg, would be more objectionable than a gradient of 116 feet per mile on the mountain section, because the tonnage will be several times as great on the former section as on the latter. The entire products of the great plains between the Red River and the Rocky Mountains, in addition to the through traffic to and from the Pacific Coast must pass over the former section, while the latter will have little more than the through traffic, which, in the case of the other Pacific lines, amounts to but 10 or 12 per cent of the whole.

It will be observed that going westward, no grade exceeding 52 feet per mile will be encountered to within 5 miles of the summit of the Rocky Mountains, and from this point to the summit, the ascent is but 75 feet per mile, and on this short section, assistant engines will not be required for a moderate traffic. So that the only place between Montreal and the Pacific Coast where west bound trains will require assistance, is the ascent of the east slope of the Selkirks, and east bound trains will require assistance in only two places, namely: the ascent of the west slope of the Selkirks, and the west slope of the Rocky Mountains, 20 miles in each case.

It should be remembered in this connection that the preponderance of through traffic across the continent is largely west bound, and that the two heavy gradients rising eastward, might therefore be still heavier without material disadvantage.

In considering the cost of construction, the capitalized value of the saving in the cost of operation, by reason of shorter distance, has been kept in view, and the theory followed as to gradients may be briefly stated in the following words of Hermann Hauff, one of the best authorities on this subject:—

“If the maximum resistances can be concentrated at one point, and overcome at once with the aid of assistant engines, while lighter gradients in favor of the direction of the tonnage prevail on all the rest of the route, the line will be operated cheaply. But if the maximum resistances are scattered over the whole line at intervals, more or less remote, the operation will be expensive.”

It will be observed that the line proposed to be adopted from the summit of the Rocky Mountains to the second crossing of the Columbia River, fully complies with these conditions of operative economy, the gradients all descending in the direction of the heaviest traffic, except the grade up the east slope of the Selkirks, where it is proposed to use an assistant engine. The following extract from Wellington on the “Economic Theory of the Location of Railways” (page 143), affords the highest authority for what has been stated, as to the use of assistant engines in saving distance.

“In evidence of the slight importance of the rate of grades in inclines worked with assistant engines, we add the following table.

“TABLE XXIV.—Showing the engine ton mileage required to move one ton of net load 100 miles on a level, except for a rise of 2,400 feet on different grades, worked with assistant engines, according to the average daily experience of American Railways.

Rate of Grade on Incline. — Ft. per Mile.	Length of Incline. — Miles.	Length of Level Track. — Miles.	Engine for mileage per ton of Net Load moved 100 miles.		
			While on Incline.	While on Level Track.	Total.
24	100	...	1·056	.....	1·056
30	60	40	·862	·210	1·072
80	30	70	·760	·369	1·129
100	24	76	·755	·400	1·155
120	20	80	·766	·421	1·187
150	16	84	·803	·442	1·245
200	12	88	·900	·463	1·363

"It will be seen that the rate of incline has an inconsiderable influence on the motive power required, and the thoughtful reader will perceive why this should be so, and yet that high ruling grades for through engines should be a very costly luxury. If we keep "two consolidation" pushers at work on this line, the motive power is increased five times, and the grade corresponding to 20 feet for one engine will then be 145 feet per mile, and this grade is in no appreciable respect more costly or objectionable than a grade of 92 feet per mile worked by one pusher."

The profiles annexed are given by Wellington to illustrate the economic advantages of the consolidation of gradients, and of making an ascent at once, by a heavy grade instead of a series of lighter ones.

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

W. C. VAN HORNE, *General Manager*.

Hon. Sir. CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th January, 1883.

SIR,—I have the honor to enclose for the information of the Hon. Minister of Railways, copy of a report, dated 10th inst., of Major Rogers, on the survey and explorations conducted by him in the Rocky Mountains, between Fort Calgary and Kamloops, during the past year.

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

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

WINNIPEG, 10th January, 1883.

DEAR SIR,—I beg to submit the following report on the progress of the surveys of the Mountain Division of the Canadian Pacific Railway, between Fort Calgary and Kamloops Lake. :—

At the close of the preliminary work in 1881, I left a party, under D. McMillan, on the Columbia River, at the mouth of the Kicking Horse, with instructions to make such surveys and explorations during the winter as the weather would permit.

For the prosecution of the work in 1882, I arranged to send three full engineering parties under Mr. F. Hurd, Principal Assistant, by way of Fort Benton and Fort Calgary to the Rocky Mountain pass—one of the parties, under F. P. Davis, to commence location from the summit eastward; another, under H. S. Huson, from the summit westward; and the third, under F. W. Aylmer, to proceed to the Columbia River to cut trails and commence exploratory work in the Selkirk Range. With Aylmer were a number of extra men to fill out McMillan's party.

I left St. Paul at the end of March and proceeded to the Columbia River, by the way of San Francisco, Portland, Pend d'Oreille Lake and the Kootenay River. I purchased supplies at San Francisco and Walla Walla sufficient for the season's work in the Columbia Valley, and arrived at McMillan's camp, at the mouth of the Kicking Horse River, on the 20th of May.

From November 20th to the middle of January, McMillan, with nine men, had been engaged in getting supplies down the Columbia on toboggans (the river having frozen exceptionally early, preventing the use of canoes). After this he had run a preliminary line down the Columbia about seven miles and up the Kicking Horse about ten miles, and had made a trial location of about six miles.

On the 22nd of May I started from the camp on the Columbia, for the Selkirk Mountains, but was unable to cross the range, owing to very high water in all the mountain streams. Returning I crossed the valley of the Spelniacheen, striking the Columbia about forty miles above the mouth of the Kicking Horse, finding a very good route for a pack trail from the Columbia River to Beaver Creek, and reaching camp on the 16th of June. I remained at the camp until June 26th, making examinations of the line and awaiting the arrival of supplies which had been delayed by high water between Pend d'Oreille Lake and Kootenay Ferry, many bridges having to be repaired and some new ones built.

On the 30th June I started for the summit of the Rocky Mountains to meet Aylmer's party; from whom I had not heard since leaving Winnipeg.

On July 3rd, I found Hurd and Aylmer with eighteen men encamped at the bend of the Kicking Horse making preparations for rafting across the river, and learned that the two parties under Huson and Davis had commenced the work of location from the summit on the 19th of June. I sent Mr. Hurd back to look after the work of these parties, and to forward supplies to Aylmer, and sent six of Aylmer's men to join McMillan.

On July 4th the rafting of men and supplies across the Kicking Horse River was completed. The following day was spent in cutting trails, and on the 6th I started with four of Aylmer's men for the Columbia to raft supplies and then to go into the Selkirks, Aylmer and the rest of his men to remain and complete the trail to the Columbia.

On Monday, July 17th, I started from the Columbia with two white men and three Indians for another trip into the Selkirks by the way of Beaver Creek, and on the 24th I had succeeded in finding a practicable line across the summit and into the east branch of the Ille-cille-want, and returned to camp on the 6th of August.

On the 8th of August I sent Aylmer's party to open a trail to the summit of the Selkirks, and to make a survey from the summit easterly. He succeeded in cutting the trail, but owing to the great amount of fallen timber and other difficulties encountered, he was so late in reaching the summit that the snow prevented any attempts at an instrumental survey, and he returned, reaching the Columbia about October 20th.

I left the Columbia on August 10th, and met Huson with his party at Otter Creek, about seventeen miles west of the summit of the Rocky Mountains. He had nearly completed his preliminary line to that point. On the 17th I arrived at Davis' camp, opposite the east end of Castle Mountain, about twenty-one miles east of the summit, and found that he had located an excellent line from the summit to that point—one that will require very few alterations.

On the 18th Mr. Hurd arrived at Davis' camp. I left Davis' camp on my return to the Columbia on August 19th, Mr. Hurd accompanying me. On the 20th I found Huson's party 4 miles west of the summit preparing to commence location. On the 23rd I reached McMillan's camp, 10 miles east of the Columbia.

From this time until late in October I was engaged in arranging for supplies, in examining the different lines and in exploring the country, and on the 27th of October I started east, across the Rocky Mountains; met Hurd near the summit, on the Bow River, and found Davis at work about 40 miles east of the summit. Huson had left the Mountains for the winter, and had gone to Padmore. After arranging for a continuation of the surveys eastward to Calgary during the winter, I started for Winnipeg by the way of Calgary and the end of track, reaching Winnipeg on November 24th.

GENERAL RESULTS.

As a general result of the work up to November 5th, when I left Padmore, at the eastern base of the Rocky Mountains, I may report that the location had been completed from the summit of these mountains eastward along Bath Creek and the Bow River for a distance of 40 miles, and also from the summit westerly, following the east branch of the Kicking Horse River, a distance of 8 miles, the latter section covering the heaviest work descending to the Columbia.

From the end of this location a preliminary survey has been made for about 11 miles, ending in the bottoms of the Kicking Horse River. The line follows these bottoms for a distance of 12 miles, to where McMillan's survey begins, and as the work on this section is light, and no difficulties are encountered either as to grades or curvature, no instrumental survey has, as yet, been made. McMillan's line from the bend of the Blackberry River, in the Columbia Valley, about 27½ miles, is simply a trial location, and will be re-run and greatly improved.

From the first crossing of the Columbia, the line enters the Selkirk Range by way of Beaver Creek, which it follows in a southerly direction about 16 miles, and thence runs westerly up a branch of the same creek between 4 and 5 miles, thence south-westerly over the divide, 3 miles to the east fork of the Ille-cille-want, thence down the east fork of the Ille-celle-want to the main stream, which it follows to the second crossing of the Columbia, opposite Eagle Pass.

The 40 miles of line located from the summit of the Rocky Mountains, eastward, is in very easy work, affording light grades and good alignment. The descent from the summit eastward is at the rate of 75 feet per mile for the first five miles, and for the remainder of the distance, the maximum is 37 feet to the mile, and while the surveys eastward to Fort Calgary have not yet been completed, I have reason to believe that the maximum gradients may be confined within the figures last named.

From the summit of the Rocky Mountains descending westerly to the Columbia Valley, a maximum gradient of 90 feet to the mile can be secured, but it would involve excessive curvature, a large increase in distance and in cost, and twice the time in construction, and inasmuch as helping-engines will be required in any case, I have thought it best to adopt a heavier and shorter grade, and the shortest practicable line. This section of the line, as located, is in very heavy work, which cannot be avoided, but it is very direct, and the heavy gradients (116 feet per mile) are confined within a comparatively short distance.

Owing to the shortness of the season, the difficulties and delays encountered in reaching the work, and to high water in the mountain stream, and the enormous amount of labor involved in cutting trails, no instrumental survey of the line across the Selkirk range has, as yet, been possible.

I have, however, thoroughly examined the line and ascertained the altitudes by repeated barometric observations, which have been carefully checked, and I feel entirely safe in reporting a practicable line through their range, and with maximum gradients of 105.6 feet per mile, but in this case also I would recommend the use of gradients of 116 feet per mile, in order to avoid some points where dangerous snow slides are to be feared.

The work through the Selkirks will be very heavy and expensive, but I believe that the increased cost will be fully justified by the great saving in distance and in the cost of operation. From my investigation of the line between the Selkirk Range and Kamloops, I am confident that no heavier gradient than 52.8 or at most 60 feet per mile are to be expected. The heavy gradients in the Mountain Section of the line which will, in no case, exceed those of the Central Pacific Railway, will be grouped in three short sections, one from the summit of the Rocky Mountains down toward the Columbia River 20 miles, another of 20 miles up the east slope of the Selkirks towards the second crossing of the Columbia at the summit of the Selkirks between the ascending and descending grades there is a comparatively level interval of about three-quarters of a mile which is admirably adapted to the requirements of a station for marshalling trains.

The economical advantages of the consolidation of the heavy gradients where helping-engines will be required, is too apparent to require any special comment here, but I may say that in this respect the Canadian Pacific will compare most favorably with any of the other Pacific Railways. I may add, that on the Northern Pacific gradients as high as 128 to 130 feet to the mile are used.

The surveys from the summit of the Rocky Mountains eastward to Fort Calgary will probably be completed during the present month.

The altitude of the line at the summit of the Rocky Mountains does not exceed 5,500 feet above the sea level, and at the summit of the Selkirks it does not exceed 4,500 feet.

Submitted herewith are plans and profiles as follows (*not printed*):—

Plan (No. 1) and profile (No. 1 ^A and 1 ^B) of location from	Miles.
Rocky Mountains eastward.....	40
Plan (No. 2) and profile (No. 2) from summit Rocky Moun-	
tains westward.....	8½

	Miles.
Profile (No. 3) preliminary line on Kicking Horse River.....	11
Plan (No. 3) and profile (No. 4), trial location from bend of Kicking Horse River to Columbia River.....	27½

Yours very truly,

A. B. ROGERS, *Engineer Mountain Division.*

W. C. VAN HORNE, General Manager, C. P. R.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 29th September, 1882.

SIR,—Since the Engineer in charge of the mountain surveys of this Company, Major A. B. Rogers, has reported a practicable and reasonably direct route through the Selkirk range, a statement, in a connected form, of the character of the entire mountain section, from the eastern base of the Rocky Mountains to Lake Kamloops, may be of interest and value.

In this report upon the mountain surveys of 1881, Major Rogers says:—"The route selected for location passes up the Bow River to its junction with Bath Creek; thence up Bath Creek westerly about five miles; thence south-westerly about one mile to the Summit Lake, which is about one-half mile in length, and from which the water flows both easterly and westerly, and lying about four or five miles further east than is shown on the map as the summit of the Rockies; thence down the east branch of the Kicking Horse to the main stream, which is followed to the Columbia River.

"From the result of the survey as far as made, I can safely assure a descent from the summit to the Columbia River, with a grade not to exceed eighty feet to the mile, with an easier grade up Bow River and Bath Creek to the summit."

In his verbal report on this section, Major Rogers said he expected to reduce the grades to sixty-six feet to the mile, and the latest advices from his chief assistant, Mr. Hurd, indicates that east of the summit, at least, the grades will not exceed sixty feet to the mile.

In his report on the exploration of 1881, Major Rogers further says:

"I had made a reconnaissance from Kamloops easterly to the summit of the Selkirk range, and from general observation and barometric readings, can safely report a grade not to exceed sixty-six feet to the mile between Kamloops and the north fork of the Ille-cille-want, and from thence to the summit of the Selkirks, not to exceed eighty feet to the mile."

It was Major Rogers' chief task this year to connect the two lines described, and he has succeeded in doing so with a line ascending westerly for a distance of twenty miles, to the summit of the Selkirks, at the rate of 105.6 feet per mile, and descending the western slope at the same rate for the same distance, the two heavy grades being connected at the summit by a comparatively level section three-quarters of a mile in length.

It may, therefore be safely stated, that with the exception of the Selkirk range, the maximum grades east of Kamloops Lake will be eighty feet to the mile, with a strong probability that these will be reduced to sixty-six feet to the mile; and considering the fact that the heavy grades in the Selkirk range are embraced within a comparatively short distance, their disadvantage is very little as compared with the great saving in through distance. It may be remarked at the same time that these gradients in the Selkirks are about ten feet to the mile lighter than the maximum of the Union Pacific Railway.

I am, Sir, your obedient servant,

GEO. STEPHEN, *President.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

P.S.—Since writing the above, I have received a further letter from Major Rogers, dated Columbia River, 24th August, from which the following is an extract:—

" I have to-day returned from a trip east ; seeing all the parties. Davis, running east from summit of Rocky Mountains, is getting a splendid line. After crossing Bow River his maximum grade being 0·7 per chain, or 37 feet per mile. He has located about 25 miles.

" Huson, working from summit westerly down the Kicking Horse, has not done well, having located only about 3½ miles, and run down about 15 miles of preliminary line in addition.

" McMillan, running from the summit in the bend of the Kicking Horse, westerly, is getting a 52·80 grade and good work. His work, after the first 8 miles, is rough, as must be expected in such a gorge.

" I have great hopes of confining all heavy grades (exceeding 52·80 per mile) to within 20 miles of the two submits (the Rocky and Selkirks.) "

SUPPLEMENTARY RETURN

(31*w*)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—For a Statement :—

1. Of the mileage cost of the Canadian Pacific Railway Line for the 615 miles West of Winnipeg, to a point 45 miles East of the Saskatchewan.
2. Of the mileage cost of each one hundred miles of this part, going Westward, separately stated.
3. Of the mileage cost of the above, divided into the usual headings.
4. Of the names of Contractors for any works on this part.
5. Copies of the contracts for such works, including Langdon and Shepard's contract.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

MONTREAL, 27th March, 1884.

SIR,—With reference to your letter of the 12th ult., I have the honor to enclose a statement of the amount expended on different sections of the line, and of the names of contractors on the work, east of Port Arthur, called for by Address of the House of Commons, dated February 17th, 1884.

I regret to say that it is not possible to give the cost of these different sections in the form required by the address.

The return asks for the names of persons with whom this Company made contracts for work on the Nipissing district, west of Callander, other than the Construction Company. I beg to say that no such contracts have been made, the work having been done by the Railway Company under the supervision of its own officers.

The name of contractors for work on the 615 miles west of Winnipeg are also asked for. The only contract entered into was with Messrs. Langdon, Shepard & Co., a copy of whose contract has already been submitted.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY.

STATEMENT of Amount Expended to 31st December, 1883.

Cost of 615 miles west from Winnipeg, yards and shops—		
Cost of buildings, yards, &c., at Winnipeg	\$ 1,040,701 32	
do 615 miles west of Winnipeg	10,321,524 00	\$11,362,225 32

CANADIAN PACIFIC RAILWAY COMPANY,
ENGINEERING DEPARTMENT, MONTREAL, 27th March, 1884.

LIST of Contractors for Works on Lake Superior Division.

Names of Contractors.	Description of Work.	—
Jas. S. Winston & Co.....	Grading earth and rock.....	
J. R. Macdonell.....	do do	
Dwyer & Co.....	do do	
M. Brown.....	do do	
Cormull & MacLennan.....	do do	
P. McLeod.....	do do	
Frank & Co.....	do do	
John Dohney.....	do do	
W. J. Connelly.....	do do	
Grant & Co.....	do do	
Marvin Burk.....	do do	
J. R. Macdonell.....	do do	Second contract.
A. R. Macdonell.....	do do	
P. McRae.....	do do	
J. R. Macdonell.....	do do	Third contract.
John Graham & Co.....	do do	
J. R. Macdonell.....	do do	Fourth contract.
M. Brown.....	do do	Second contract.
Winston & Co.....	do do	Second contract.
Jas. Isbester.....	do do	
McKenzie & Co.....	do do	
Angus Sinclair.....	do do	
Dwyer, Doyler & Co.....	do do	Second contract.
Wm. Stoddard.....	do do	
Peter McLeod.....	do do	Second contract.
Wm. C. Dobbie.....	do do	
R. R. McLennan.....	do do	
Macdonell & Cameron.....	do do	
R. G. Reid.....	do do	
Wm. Blair.....	do do	
John Haverty.....	do do	
John Ryan & Co.....	do do	
F. Erickson.....	do do	
McKay & Dwyer.....	do do	
D. Ogilvie.....	do do	
Kenneth McLeod.....	do do	
McDonald, Cameron & Co.....	do do	Second contract.
John Pinkerton.....	do do	
Doane & Wright.....	do do	
D. McDonald.....	do do	
H. F. Donkin & Co.....	do do	
Densmore & Richardson.....	do do	
Hugh McColl.....	do do	
J. J. Elliott & Co.....	do do	
Hazlewood & Co.....	do do	
John Wardrope.....	do do	
James Barry.....	Masonry, bridges and culverts.....	
R. G. Reid.....	do do	Second contract.
Cormull & MacLennan.....	Railway ties.....	Second contract.
Alden & Lassig.....	Iron superstructure for bridges.....	
Edge Moore Iron Co.....	do do	
Pittsburg Bridge Co.....	do do	
Dean, Westbrook & Kiones.....	do do	

SUPPLEMENTARY RETURN

(31x)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—For a Statement :

- (1) Of the mileage built by, and the payments in detail, with dates, to the Construction Company in respect of the Canadian Pacific Railway line from the point 45 miles east of the Saskatchewan, going westward.
- (2) Of the cost to the Canadian Pacific Railway Company of the line from the above point to Calgary, and also from Calgary to the summit of the Rocky Mountains.
- (3) Of the estimated cost to complete that part of the Canadian Pacific Railway left unfinished by the Construction Company, between Callander and Port Arthur, and separately of the equipment for this part.
- (4) Of the estimated mileage cost of this part, divided into the usual headings; and that of the very heavy section of 100 miles so divided.
- (5) Like Statement as in numbers 3 and 4, to complete that part left unfinished between the Rocky Mountains and Kamloops, and a Statement of all data upon which such respective Estimates as to cost of construction are based.

By Command,

Department of the Secretary of State,
2nd April 1884.

J. A. CHAPLEAU,
Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY.

Statement of amount expended to 31st December, 1883.

Cost of work, 342 miles west from a point 45 miles east of Saskatchewan River.	\$ 5,391,363 97	
Paid on account North American Railway Contracting Company.....	521,446 19	
	\$5,912,810 16	
Cost of Rocky Mountain Survey.....		254,139 11
		\$6,166,949 27

SUPPLEMENTARY RETURN

(31y)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—

- (1) For a statement of the cost of the first 40 miles, west of Callander, built by the Canadian Pacific Railway Company.
- (2) Of the mileage built by, and the payments in detail, with dates, made to the Construction Company, in respect of the line west beyond the above 40 miles to Sudbury Junction, or beyond.
- (3) The cost of any work done by Canadian Pacific Railway Company on this section, since the cancellation of the contract with the Construction Company, up to 31st December last, and of such cost up to the date of the accounts given to the Minister of Railways.
- (4) Of the names of the persons with whom the contracts of the Pacific Railway Company, for such work, were made, and copies of their contracts.
- (5) Like particulars as in Nos. 2, 3 and 4, in respect of the line from Port Arthur eastward.
- (6) Statement of the cost of the Algoma Mills Branch, divided into the usual headings under which railway construction works are divided.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

CANADIAN PACIFIC RAILWAY COMPANY.

Statement of Amount Expended to 31st December, 1883.

Cost of first 40 miles, west from Callander (incomplete).....	\$1,125,275 77
Cost of line west of first 40 miles west of Callander :—	
Paid on account North American Railway Contracting Company	\$1,886,181 06
Paid on work done since expiration of contract	238,514 35
	2,124,695 41
Cost of line from Port Arthur eastward :—	
Paid on account North American Railway Contracting Company	1,880,551 46
Paid on work since expiration of contract.	419,231 23
	2,299,782 69
	\$5,549,753 87
Cost of Algoma Branch, 95 miles.....	\$1,877,323 63

RETURN

(31z)

To an ADDRESS of the HOUSE OF COMMONS, dated 24th March, 1884;—For copies of all Orders in Council, detailed Statements, Vouchers, Evidence, Reports and Estimates and other papers in connection with all payments or advances made to the Canadian Pacific Railway Company on any account whatever, not included in the Statements already brought down, with detailed Statements and dates of the amounts of such payments and advances.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
3rd April, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 26th February, 1884.

SIR,—In anticipation of the passing of the Bill relating to the Canadian Pacific Railway Company, now before Parliament, I beg to enclose a Statement of floating debt of this Company, provision for the payment of which is made in the said Bill.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

BANK OF MONTREAL, MONTREAL, 22nd February, 1884.

Advance to Canadian Pacific Railway Company as per books of this Bank on this day.	\$3,282,103
Credit opened in our New York office to pay for rails.....	50,000
Interest accrued on loan.....	15,000

\$3,347,103

And we understand cheques have been issued by the railway on this bank which will about absorb the balance of the credit authorized by this bank in their favor, \$3,500,000.

This credit is secured by sundry bonds and stocks, an order on the Government for all subsidies coming to the railway, and the personal guarantee of George Stephen, Hon. D. A. Smith, Duncan McIntyre and R. B. Angus.

I certify the foregoing is correct.

E. S. CLOUSTON, *Manager.*

MONTREAL, 8th March, 1884.

SIR,—I have the honor to state that this Company is extremely desirous that the floating debt of this Company, which it is provided by the recent Act shall be extinguished by the appropriation thereto of \$7,500,000 of the proposed loan, should be paid without delay; in fact, that its payment is a matter of urgent necessity, if the full benefit of the loan is to be obtained either by the Government or the Company.

And I beg respectfully to ask that the sum of \$5,700,663, stated by the Company as the amount of floating debt appearing by its books on the 31st December last, shown by the statements laid before Parliament, audited and verified by Messrs. Schreiber and Miall, and referred to by you in your address in moving the resolutions, be ordered to be paid forthwith.

And that the order to be passed may include directions to pay such further amounts of floating debt, not exceeding the further sum of \$1,799,337, as shall be shown to have been incurred in the prosecution of the Company's enterprise previous to the 31st December last, and not then appearing in the Company's books. If an order of this kind can be made, the details of the further payment can be established as the Council shall decide.

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

C. DRINKWATER, *Secretary.*

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

An Act to amend the Act intituled: "An Act respecting the Canadian Pacific Railway," and for other purposes.

Whereas the Canadian Pacific Railway Company have represented, that although possessed of property and assets, which, if realized, would be sufficient for the completion of the Canadian Pacific Railway within one half the time contemplated by the contract between the Government and the Company, namely, by the first day of May, one thousand eight hundred and eighty-six, yet that in consequence of the state of the market for railway securities, and other circumstances beyond their control, and notwithstanding the agreement made with the Government on the seventh day of November last, for securing for ten years from the seventeenth day of August last, a three per centum dividend upon their outstanding stock, they are unable to procure the funds required for proceeding with the work of construction as rapidly as is necessary to complete the railway within the said earlier period, and have applied for certain modifications of the contract of construction and of the said agreement, and for an advance upon the security of their entire railway, branches, equipment and property, in order to assist them in so proceeding with such work; and whereas it is expedient, in furtherance of the early settlement of the North-West Territories, and of the completion of transcontinental communication by railway through Canada, that the early completion of the said railway should be ensured; therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Government may return to the Company the securities now held under the third section of the Act forty-fourth Victoria, chapter one, intituled: "An Act respecting the Canadian Pacific Railway," and under the second clause of the construction contract, bearing date the twenty-first day of October, one thousand eight hundred and eighty, as security for the construction of the said railway.

2. The money subsidy hereafter payable to the Company may be paid as the work on either the central or eastern section of the railway proceeds, in the proportion which the value of the work done on such section, and for which payment is demanded, bears to the value of the whole work now remaining to be done, under the contract, on such section.

3. The time for the payment by the Company of the sum of two million eight hundred and fifty-three thousand nine hundred and twelve dollars, agreed by the said Company to be paid on or before the first day of February, one thousand eight hundred and eighty-four, as part of the fund referred to in their agreement with the Government, of the seventh day of November last, is hereby extended to the seventh day of November, one thousand eight hundred and eighty-eight, when the sum of four million five hundred and twenty-seven thousand dollars, being the last instalment of the said fund payable by the Company to the Government, will fall due, the whole with interest payable half yearly at the rate of four per centum per annum as agreed upon at the time of the execution of the said agreement, and the same shall then be paid to the Government, together with the said last mentioned amount, forming

together the sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, bearing interest at the said last mentioned rate, until paid; and the said agreement as hereby modified is ratified and confirmed.

4. The Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money not exceeding twenty-two million five hundred thousand dollars, to be repaid to the Government on or before the first day of May, one thousand eight hundred and ninety-one, with interest at the rate of five per centum per annum, payable half yearly, until full payment of the principal, and out of the said loan the Government may advance to the Company forthwith such amount, not exceeding seven million five hundred thousand dollars, as shall be required by the Company to extinguish its present floating debt, the amount and character of the items of such debt to be established to the satisfaction of the Government; and the remainder of the said loan may, if the Government is satisfied that the work of construction is being so proceeded with as to ensure its completion in the month of May, one thousand eight hundred and eighty-six, be paid to the Company as the work of construction proceeds, in the same proportion as that which is hereby provided for the payment of the balance of the money subsidy.

5. As security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars and interest, falling due on the seventh day of November, one thousand eight hundred and eighty-eight, the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned or hereafter to be acquired or owned by them, including their main line of railway, the extensions thereof, their branch lines of railway, the whole of their equipment, rolling stock and plant, and all their steamers and vessels, and also upon the land grant of the Company, earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions, and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds; and the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the said land grant mortgage, and with all remedies as to interest, voting power and all other matters in respect thereof which would be held or possessed, or could be exercised by any purchaser of the said bonds; and all moneys received by the Government from the trustees of the land grant bonds in redemption of such bonds shall be applied as follows, that is to say:—

(1.) All moneys so received in respect of ten million dollars of the said bonds shall be applied:—*Firstly*, in extinction of the interest accrued and due upon the said loan, and upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars:—*Secondly*, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, and—*Thirdly*, on account of the capital of the said loan:—And the Government may make such arrangement as it shall deem expedient, for securing the payment to it, after the redemption of the land grant bonds, of the proceeds of all sales of lands granted or to be granted to the Company under the contract, to be applied to the purposes and in the order aforesaid:

(2.) And the remaining five million dollars of land grant bonds and money received from the said trustees in redemption thereof, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

6. The Government shall cause a deed of agreement to be executed by the Company and on behalf of the Government, providing for such remedies, terms and conditions as the Government shall deem expedient, for securing the application of the said loan to the purposes for which the same is hereby authorized, and the repayment of the said loan and the payment of the said sum of seven millions three hundred and

eighty thousand nine hundred and twelve dollars, the whole with interest (including interest on any interest in default)—for the release of the said lien and charge upon such repayment—for continuing the sale and realization of the value of the said lands, after the redemption of the land grant bonds—for the payment to the Government of the proceeds of such sales, and for the discharge of such lands from the said charge upon payment of the price of sale thereof, such price not to be less than one dollar and twenty-five cents per acre: Provided always, that, among such remedies, terms and conditions, it shall be agreed and provided:—

(1.) That the Company shall complete the central and eastern sections of the railway not later than the month of May, one thousand eight hundred and eighty-six, and shall, from month to month, in the meantime, make such progress with the work on both sections as will satisfy the Government that the agreement in this respect will be fulfilled; and should the Government at any time not be satisfied with the progress being made with the work, and so notify the Company, and if forthwith after such notice the Company do not put on such additional force and thereafter maintain the same, and also take such other steps to accelerate the progress of the work as may be sufficient to ensure the completion thereof in the said month of May, one thousand eight hundred and eighty-six, and as shall be satisfactory to the Government, then and in that case, no further advances on account of the loan aforesaid shall be made to the Company; and in that case the total amount up to that time advanced on account of the said loan shall, as additional security for the payment thereof, be a charge against and form a lien upon any cash subsidy then earned and not paid, and on any cash subsidy thereafter earned by the Company: and

(2.) That upon default for twelve months in the payment of any half-yearly instalment of interest upon the said loan, or any part thereof, or of interest upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, or any part thereof, or in the payment of the principal of either of the said sums or any part of either of them when the same shall become due, in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned, to demand or receive any further cash or land subsidy, shall cease and determine, and the said railway and extensions thereof, branches, equipment, rolling stock, plant, including steamers, and all lands and property of the Company, and all land grant bonds then in the possession of the Government, shall, upon the occurrence and continuance for the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith, thereupon, be taken possession of by the Minister of Railways and Canals, on behalf of the Government of Canada; and each and every employee of the Company shall, from and after the expiry of the said period of twelve months, become and be the employee of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody, as and for the Government; and the rates of interest and the terms of payment hereby fixed shall not be disturbed or altered by the terms of such agreement.

7. The said Company is hereby authorized to execute an agreement of the nature and purport hereinbefore provided for, and to charge its entire property and assets, in manner and form as hereinbefore described; and in such agreement to agree upon such further and other conditions as the Government may prescribe: Provided, that authority to the Board of Directors of the Company to accept the provisions of this Act and to execute an agreement containing the charges upon the said railway and property and the other conditions required or authorized by this Act, shall be granted by the shareholders of the Company, either by a resolution passed at a special general meeting of such shareholders called for the purpose, by a vote of at least two-thirds in value of such of the shareholders as shall be present or represented at such meeting, or by an instrument or instruments executed by at least two-thirds in value of the whole of the shareholders of the Company, in person or represented by their attorneys or proxies, respectively, duly authorized in that behalf.

8. Until the payment in full of the indebtedness of the Company to the Government with interest, all moneys earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government and shall be applied first on account of the interest to become due from time to time upon the indebtedness aforesaid hereby authorized, and then to the payment of the principal.

9. The stock of the Company, amounting to thirty-five million dollars, now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company with the consent of the Government, on condition that the proceeds of such sale, less the amount required to be paid to the Government to secure a half-yearly dividend thereon, at the rate of three per centum per annum, up to the seventeenth day of August, one thousand eight hundred and ninety three inclusive, shall be applied under the direction of the Government, either to the improvement or extension of the railway or its equipment, or to the repayment of the indebtedness of the Company to the Government; and if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock or any part thereof be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale and sold in conformity with such notice; and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government), the Government shall have the right to sell the same, or any part thereof, at or above such minimum price, and shall apply the proceeds thereof, as it is herein provided such proceeds shall be applied in the event of the sale of such stock by the Company.

10. So long as the said several sums of money loaned as aforesaid, or any part thereof, or of the interest thereon remain unpaid, no sale or transfer, nor any mortgage, lien or charge of any description shall be made or created of or upon the railway, property or assets of the Company, or any part thereof; nor shall any stock be issued by the Company, pending such repayment, above or beyond the amount of one hundred million dollars, to which the same is hereby limited:

(2.) But if at any time before, default in the payment of any of the said sums of money or interest shall have occurred and shall have been continued twelve months, the Company can negotiate any bonds secured exclusively upon the unsold portion of the land subsidy to such amount per acre as shall be approved by the Government, then with such approval, and with the authority of their shareholders as provided by their charter, and after the cancellation or withdrawal of, or after making full provision to the satisfaction of the Government for the balance of the present land grant mortgage bonds of the Company, they may make a new issue of land grant bonds to the amount so approved by the Government, secured as described in their charter, which land grant bonds shall be deposited with the Government; and upon making a sale of the whole of the said bonds, or from time to time of any portion thereof, not less than one-third thereof, the Company may notify the Government of such sale, and thereupon and upon payment to the Government of the price of such sale, at a rate satisfactory to the Government, the bonds so sold shall be delivered to the purchaser thereof; and thereupon the bonds so delivered, together with the balance thereof remaining in the hands of the Government, shall constitute a first mortgage and charge upon the unsold portion of the land subsidy, to the exclusion of the charge hereby created; and any of the said bonds remaining in the hands of the Government shall have the right to rank on the said land subsidy *pari passu* with the portion thereof so sold and delivered; and the Government shall have all the rights and remedies in respect thereof of any holder of any part of the said issue, and on the occurrence and continuance for twelve months of any default as aforesaid, the Government may sell any of such bonds remaining in its possession; and all sums of money realized from the said bonds in any manner whatever shall be applied on account of the indebtedness of the Company to the Government hereinbefore mentioned.

11. The Canadian Pacific Railway shall not, nor shall any of its branch lines nor any line of railway leased by the Company or under their control, be at any time amalgamated with the Grand Trunk Railway or any of its branch lines or with any branch lines leased by the Grand Trunk Railway Company, or under their control; and such amalgamation, and any arrangement for making a common fund or pooling the earnings or receipts of the said two railways or their or any of their branch lines, or of any railway lines or parts thereof leased by the said companies or either of them or under the control of either of them, shall be absolutely void. This provision, however, shall not extend to traffic or running arrangements made with the assent of the Governor in Council, nor to hinder the acquisition by the Canadian Pacific Railway Company of the railway between Quebec and Montreal, known as the North Shore Railway.

(2.) The Supreme Court of Canada shall have jurisdiction to enforce the provisions of this section and to prevent, by injunction or otherwise, any infraction thereof, and to punish any breach or disobedience of any order, decree or judgment of the court in this behalf, and for these purposes shall have all the powers, both at common law and in equity, of a superior court of original jurisdiction.

12. So much of the Act and contract hereinabove cited and referred to as is inconsistent with the provisions of this Act, is hereby repealed.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th March, 1884.

The Committee of the Privy Council have had before them an agreement, herewith, to be entered into between Her Majesty the Queen, acting in respect of the Dominion of Canada, and represented by the Honorable Sir Charles Tupper, Minister of Railways and Canals, and the Canadian Pacific Railway Company, for the purpose of carrying into effect the Act of the Dominion of Canada, passed during the Session of Parliament held in the forty-seventh year of Her Majesty's Reign, and intituled "An Act to amend the Act intituled 'An Act respecting the Canadian Pacific Railway.'"

The Committee recommend that the said agreement be adopted, and that the Minister of Railways be authorized to sign, on behalf of the Government, and they respectfully submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

DEPARTMENT OF JUSTICE, OTTAWA, 6th March, 1884.

To His Excellency the Governor General in Council:

The undersigned has the honor to report that he had had under consideration,

1. An Act passed at the present Session of Parliament, intituled: "An Act to amend the Act intituled, 'An Act respecting the Canadian Pacific Railway and for other purposes.'"

2. A certified extract from the minutes of an adjourned special general meeting of the shareholders of the Canadian Pacific Railway Company, containing a copy of a resolution authorizing the Board of Directors of the said Company to accept the provisions of the said Act, and to execute an agreement with the Government of Canada, containing the charges upon the railway of the Company and its property, and the other conditions required and authorized by the said Act, and approving of the draft of such agreement hereinafter mentioned, and authorizing the Board of Directors to execute an agreement similar in its terms and conditions to such draft agreement.

3. A certified extract from the minutes of a meeting of the Board of Directors of the said Company, containing a copy of a resolution of the Board, approving of the said agreement, and authorizing the President and Secretary of the Company to execute the same.

4. The draft of the agreement aforesaid.

In the opinion of the undersigned, the conditions of the Act have been complied with, and the said agreement may be executed by the Minister of Railways and Canals.

A. CAMPBELL, *Minister of Justice.*

EXTRACT from the minutes of an adjourned Special General Meeting of the shareholders of the Canadian Pacific Railway Company, held pursuant to resolution of adjournment, passed at the special general meeting of shareholders, duly called and held on Monday, the 3rd day of March, 1884, on this Thursday, the 6th day of March, 1884, at the hour of three o'clock in the afternoon, at the office of the Company in Montreal.

Present in person and by proxy:—

	Shares.
Angus, R. B., representing.....	13,800
Abbott, Hy. “	1,000
Banque Parisienne “	6,764
Baring, Alex. “	110
Bartlett, Ellen E. “	13
Bartlett, J. R. “	20
Bassano, Marquis de “	80
Beatty, Henry “	1,000
Becher, Caroline “	1,150
Becher, H. C. R. “	550
Belknap, R. L. “	500
Bigelow, Hon. J. “	1,000
Billetzer, Jos. “	245
Bloss, J. O. “	100
Bush, H. V. “	60
Burnett & Co. “	2,370
Cassils, Chas. “	700
Chaplin, E. “	200
Creerar, John “	300
Carrette, J. P. “	1,000
De Joigny, E. B. “	245
De Witt, A. “	500
Donald, Gordon “	25
Drexel, Morgan & Co. “	8,400
Du Villard, H. A. “	15
Elphinston, Lord Wm. “	5,453
Ephrusse & Co. “	1,650
Farrar, W. J. “	360
Fish, S. “	100
Fleming, S. “	1,000
Freeman, N. “	50
Gay, Sarah “	200
Geddes, P. “	250
Gleichen, Count, T. F. “	40
Gleichen, Count, A. E. “	60
“ Countess F— “	15
Garett, Sons & Co “	490
Grenfell, P. du P. “	350
Grengel, G. “	6,480
Grieninger, F. “	4,901
Hall, J. L. “	1,000
Holden, J. H. “	2,900
James, D. W. “	450

	Shares.
Johnson, Miss L. A. G., representing.....	10
Kean, H. F. "	1,500
Ladenberg, Thalmann & Co. representing	810
Levy, R. G. representing	122
Losee, C. E. "	1,000
Macdonald, H. J. "	42
Macdonald Bros. "	1,245
McIntyre, D. "	13,860
McNeill, Sir J. C. "	200
Mitchell, Alex. "	417
Morton, Rose & Co. "	36,832
Muir, Sir W. M. "	65
Northcote, H. S. "	770
Northcote, O. H. "	400
Osborn, C. J. "	610
Outwater, R. "	90
Pearson, T. W. "	3,500
Perry, R. D. "	300
Robin, P. "	2,500
Rochefeller, W. "	1,000
Rose, C. D. "	250
Ross, John "	1,000
Rozenradd, C. "	122
Schaw, A. S. "	5,450
Scott, W. L. "	600
Scott, G. S. & Co. "	22,000
Smith, Hon. Donald A. "	25,790
Springer, Max "	1,715
Stephen, George "	31,222
Stillman, J. "	17
Sulzbach Bros. "	1,593
Titus & Thomas "	25
Thibaudeau, A. "	500
Thomson, A. G. "	245
Thorne, Samuel "	500
Thorne, J. "	2,800
Trotter, Wm. "	485
Utter, F. M. "	28,110
Van Horne, W. C. "	1,402
Wadsworth, W. C. "	250
Watson, W. "	300
Wilson, T. W. "	30
Worthington, John "	10
Total.....	255,605

Mr. C. Drinkwater, the Secretary of the Company, acted as Secretary of the meeting.

Whereas, by the Act of the Parliament of the Dominion of Canada, intituled: "An Act to amend the Act intituled: An Act respecting the Canadian Pacific Railway, and for other purposes," passed during its present Session, authorizing the Government of Canada to make a loan to this Company of twenty-two million five hundred thousand dollars, and to enter into other arrangements with this Company in the said Act prescribed or authorized, a copy of which Act is now before this meeting, and it is one of the conditions of the said Act that authority shall be granted by the shareholders of this Company to the Board of Directors thereof to accept the

provisions of the said Act and to execute an agreement containing the charges upon the said railway and property, and the other conditions required or authorized by the said Act.

And whereas, the present meeting of shareholders has been duly called, and is now held, for the purpose of considering the said Act, and of accepting the provisions thereof, and of authorizing the execution of an agreement in conformity with the said Act.

And whereas, the said Act has been duly considered, and a draft deed of agreement has been prepared by the Government of Canada in conformity with the provisions thereof, and is now before this meeting, charging the entire property and assets of the Company in manner and form as required by the said Act, and containing such further and other conditions as the Government has prescribed, which draft agreement has also been duly considered, and has been identified by the endorsement and signature thereon of the Secretary of this Company.

Therefore, it is resolved, that the Board of Directors be, and they are hereby authorized to accept the provisions of the said Act and to execute an agreement with the Government of Canada, containing the charges upon the railway of this Company and its property, and the other conditions required or authorized by the said Act, and the said draft agreement is hereby approved, and the Board of Directors are hereby authorized to cause to be executed an agreement with the Government of Canada similar in its terms and conditions to the said draft agreement.

Certified a true extract, [L.S.]
C. DRINKWATER, *Secretary*.

EXTRACT from the minutes of an adjourned meeting of the Board of Directors, held at the Company's offices, at Montreal, on Thursday, the 6th day March, 1884.

Present in person:

Mr. George Stephen,
Mr. R. B. Angus,

Mr. D. McIntyre,
Hon. Donald A. Smith.

And by proxy:

Mr. H. S. Northcote,
Mr. P. du P. Grenfell,

Mr. C. D. Rose,
Baron J. de Reinach,

Mr. R. V. Martinsen.

Mr. Charles Drinkwater, the Secretary of the Company, also attended.

Whereas, by a resolution of the shareholders of this Company, duly made and passed unanimously at a special general meeting thereof, called for the purpose and held this day, this Board was authorized to accept the provisions of a certain Act of the Parliament of the Dominion of Canada, passed during its present Session, intituled: "An Act to amend the Act intituled: 'An Act respecting the Canadian Pacific Railway, and for other purposes'"; and to execute an agreement containing the charges upon the railway of this Company and its property, and the other conditions required or authorized by the said Act, a draft of which agreement has been prepared and sanctioned by the Government of Canada, in conformity with the said Act, and has been approved by the shareholders of this Company at the said meeting; and the Board was, by the said meeting, authorized to cause the same to be executed, and a deed of agreement has been prepared in conformity with the said draft; and it is expedient to approve of the same, and to authorize the execution thereof by the proper executive officers of this Company; therefore,

Resolved, That the deed of agreement with the Government of Canada, prepared in conformity with the said draft deed, and with the provisions of the said Act, and now laid before this meeting and identified by the signature of the Secretary of this Company, be, and the same is hereby approved, and the President and Secretary are hereby authorized and required to execute the same, and to affix the seal of the Company thereto in due form of law

Certified a true extract. [L.S.]
C. DRINKWATER, *Secretary*.

THIS AGREEMENT, made between Her Majesty the Queen, acting in respect of the Dominion of Canada, hereinafter called the Government, and herein acting and represented by the Honorable Sir Charles Tupper, Minister of Railways and Canals: and the Canadian Pacific Railway Company, a body corporate and politic, duly incorporated under Letters Patent of the Dominion of Canada, hereinafter called the Company, and herein acting and represented by George Stephen, Esq., the President thereof, and Charles Drinkwater, Esq., the Secretary thereof—

WITNESSETH:

Whereas, under and by virtue of a Statute of the Dominion of Canada, passed during the Session of Parliament, held in the forty-seventh year of Her Majesty's reign, intituled: "An Act to amend the Act intituled, An Act respecting the Canadian Pacific Railway and for other purposes," it is provided, amongst other things, that the Government may make a loan to the Company of an amount not exceeding twenty-two million five hundred thousand dollars, to be repaid to the Government as provided in the said Act:

And whereas, it is by the said Act further declared that the Government shall cause a deed of agreement to be executed by the Company, providing for such remedies, terms and conditions as the Government shall deem expedient for securing the application of the said loan to the purposes for which the same is thereby authorized, and the repayment of the said loan, with interest, and providing for other matters and things in the said Act detailed:

And whereas, the Government deems it expedient that such remedies, terms and conditions shall be as hereinafter agreed upon:

And whereas, it is provided by the said Act that the Company may execute an agreement of the nature and purport therein provided for, and to charge their entire property and assets, in manner and form as in the said Act described, and in the agreement to be executed under the said Act; and in the said agreement to agree upon such other conditions as the Government should prescribe, provided that authority to the Board of Directors of the Company to accept the provisions of the said Act, and to execute an agreement containing the charges upon the said railway and property, and the other conditions required or authorized by the said Act, should be granted by the shareholders of the Company in manner and form as prescribed by the said Act:

And whereas, in conformity therewith a special general meeting of the shareholders of the Company was duly called and held at Montreal on the sixth day of March instant, and the authority required by the said Act was granted to the Board of Directors of the Company by an unanimous vote of the shareholders of the Company present or represented at the said meeting:

And whereas the Directors of the Company have, by resolution passed on the sixth day of March instant, duly accepted the said Act and duly authorized the President and Secretary thereof to execute the present agreement:

Now, therefore these presents, witness: That in conformity with the provisions of the said Act, the Company have agreed with the Government in manner following, that is to say:

1. For the purpose of enabling the Company to proceed with the work of construction of the Canadian Pacific Railway as contracted for by the contract between the Government and the Company, dated the twenty-first day of October, one thousand eight hundred and eighty, at such a rate of progress as to enable the Company to complete the same in the month of May, one thousand eight hundred and eighty-six, the Government agrees to make a loan to the Company of the sum of twenty-two million five hundred thousand dollars; such loan to bear interest until paid, at the rate of five per cent. per annum, payable half yearly; and to be so made upon the conditions following, that is to say:—

2. Out of the amount of the said loan the Government shall advance to the Company forthwith such amount not exceeding seven million five hundred thousand dollars as shall be required by the Company to extinguish its present floating debt;

the amount and character of the items of such debt to be established to the satisfaction of the Government.

3. The Company hereby covenant and agree with the Government that they will complete the central and eastern sections of the said Canadian Pacific Railway so contracted for on or before the thirty-first day of May one thousand eight hundred and eighty-six.

And that they will in the meantime make such progress from month to month with the work on both sections as shall satisfy the Government that the entire work contracted for will be completed on or before the date last aforesaid.

4. In consideration of the covenant and agreement last aforesaid, the Government hereby agrees to pay to the Company the balance of the money subsidy agreed to be granted to the Company by the said contract as the work on either the central or eastern section of the railway proceeds, in the proportion which the value of the work done on such section, and for which payment is demanded and in respect of which no subsidy has been paid, bears to the value of the whole work remaining to be done under the said contract upon such section, on the date of the last payment made by the Government to the Company out of the said money subsidy.

5. The Government hereby covenants and agrees to pay to the Company the remainder of the advance hereby agreed upon in monthly payments from time to time as the work of construction proceeds, in the same proportion as that which is hereinbefore provided for the payment of the balance of the money subsidy.

But such payments shall only continue to be made so long as the work of construction is being proceeded with at the rate of progress hereinbefore agreed upon.

6. The Government agree to return to the Company forthwith the securities now held by it under the third section of the Act forty-fourth Victoria, chapter one, intituled "An Act respecting the Canadian Pacific Railway," and under the second clause of the said contract.

7. The Government agrees to extend the time for the payment by the Company of the sum of two million eight hundred and fifty-three thousand nine hundred and twelve dollars mentioned in the agreement between the Government and the Company, executed on the seventh day of November last, to the seventh day of November, one thousand eight hundred and eighty-eight, when the sum of four million five hundred and twenty-seven thousand dollars, also mentioned in the said last-mentioned agreement, will become due, on which day the Company covenant and agree to pay to the Government the said two several sums of money, forming united the sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, with interest thereon at the rate of four per cent. per annum, as agreed upon at the time of the execution of the said last mentioned Agreement; the said interest to be paid to the Government in half yearly instalments on the first days of February and August in each year, until full payment of the principal, together with interest, at the same rate upon any instalment of interest which shall remain unpaid after the day on which it will become due under the terms thereof.

8. The Company covenant and agree with the Government to repay to the Government the said sum of twenty-two million five hundred thousand dollars, or so much thereof as shall be loaned to the Company under the provisions hereof, and of the said Act, on or before the first day of May, one thousand eight hundred and ninety-one, with interest at the rate of five per cent. per annum, payable half yearly, on the first days of May and November in each year, until full payment of the principal, and with interest also at the same rate upon any instalment of such interest which shall remain unpaid after the day on which it will become due under the terms hereof.

9. As security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars and interest, falling due on the seventh day of November, one thousand eight hundred and eighty-eight, the Company hereby covenant and agree that the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned,

or hereafter to be acquired and owned by them, including their main line of railway, the extensions thereof, their branch lines of railway, the whole of their equipment, rolling stock and plant, and all their steamers and vessels, and also upon the land grant of the Company, earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions, and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds; and the Company, under the authority of the said Act and of the unanimous vote of a special general meeting of their shareholders called for the purpose, do hereby consent to, and confirm, the first lien and charge upon the said property and assets declared to be created by the said Act. And as further security for such repayment, the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the mortgage created by the Company upon its land grant, to secure the said land grant bonds, and with all remedies as to interest, voting power and all other matters in respect thereof, which would be held or possessed, or could be exercised by any purchaser of the said bonds.

10. All monies received by the Government from the trustees of the land grant bonds, in redemption of such bonds, shall be applied as follows; that is to say:—All monies so received in respect of ten million dollars of the said bonds shall be applied:—Firstly, in extension of the interest accrued and due upon the said loan, and upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; secondly, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and thirdly, on account of the capital of the said loan.

11. And the remaining five million dollars of land grant bonds, and the money received from the trustees of the land grant mortgage in redemption of the said last-mentioned bonds, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

So soon as the entire issue of the said land grant bonds have been redeemed the Government shall have the right to require the Company to convey the whole of the land grant then remaining unsold, whether earned or not earned, to the same or other trustees as shall be agreed upon between the Government and the Company; and failing such agreement, to such trustees as shall be named by the Government upon trust to continue to act with the Company for the sale of the said lands in the same manner as the said trustees of the land grant mortgage now act in respect of such sales; and the Company shall continue the administration and sale of said lands subject to conditions as to the payment of the price to the trustees so appointed; and as to the conveyance of such lands to the purchasers thereof respectively, similar to those which are contained in the said land grant mortgage, save and except that in the valuation of the lands to be so sold under such trust deed, the price thereof shall not be fixed at any sum less than one dollar and twenty-five cents per acre; and it is hereby covenanted and agreed between the Government and the Company that no sales shall be hereafter made by the Company or concurred in by the trustees of the said land grant mortgage for any less price or sum than the said price of one dollar and twenty-five cents per acre, and the Government shall apply all monies received from the trustees to be so appointed: Firstly, in extinction of the interest which shall accrue and become due to the Government upon the said loan and upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and secondly, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and thirdly, on account of the capital of the said loan.

12. And as further security for the repayment of the said several sums of money and interest, all monies earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government, and shall be applied

first on account of the interest to become due from time to time upon the indebtedness aforesaid, and then to the payment of the principal.

13. And it is hereby further covenanted and agreed between the Government and the Company, that if the Company shall made default for twelve months in the payment of any half-yearly instalment of interest upon the said loan, or any part thereof, or of interest upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, or any part thereof, or in the payment of the principal of either of the said sums, or any part of either of them, when the same shall become due in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned to demand or receive any further cash or land subsidy shall cease and determine, and the said railway and extensions thereof, branches, equipments, rolling stock, plant, including steamers and all lands and property of the Company, and all land grant bonds then in the possession of the Government, shall, upon the occurrence and continuance of the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith thereupon be taken possession of by the Minister of Railways and Canals on behalf of the Government of Canada; and each and every employee of the Company shall, from and after the expiry of the said period of twelve months, become and be the employee of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody as and for the Government.

14. And it is hereby further covenanted and agreed that if at any time before the thirty-first day of May, one thousand eight hundred and eighty-six, the Government should not be satisfied that the progress being made by the Company with the work so contracted for under the said contract is sufficient to ensure the completion thereof by the said thirty-first day of May, one thousand eight hundred and eighty-six, and if the Government shall so notify the Company; and if forthwith, after such notice, the Company do not put on such additional force, and thereafter maintain the same, and also to take such other steps to accelerate the progress of the work as shall be sufficient to ensure the completion thereof by the said last mentioned date, and as shall be satisfactory to the Government, then, and in that case, no further advances on account of the loan aforesaid shall be made to the Company, and in that case the total amount up to that time advanced on account of the said loan shall, as additional security for the payment thereof, be a charge against, and form a lien upon, any cash subsidy then earned and not paid, and on any cash subsidy thereafter earned by the Company.

15. The stock of the Company, amounting to thirty-five million dollars, now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company with the consent of the Government on the condition that the proceeds of such sale, less the amount required to be paid to the Government, to secure a half yearly dividend thereon, at the rate of three per centum per annum, up to the seventeenth day of August, one thousand eight hundred and nine-three inclusive, shall be applied under the direction of the Government, either to the improvement or extension of the railway or its equipment, or to the repayment of the indebtedness of the Company to the Government; and if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock or any part thereof, be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale, and sold in conformity with such notice, and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government) the Government shall have the right to sell the same or any part thereof at or above such minimum price, and shall apply the proceeds thereof, as it is herein provided such proceeds shall be applied, in the event of the sale of such stock by the Company.

16. So long as the said several sums of money loaned as aforesaid or any part thereof or of the interest thereon remain unpaid, no sale or transfer nor any mort-

gage, lien or charge of any description shall be made or created of or upon the railway property or assets of the Company or any part thereof; nor shall any stock be issued by the Company pending such repayment above or beyond the amount of one hundred millions (\$10,000,000), to which the same is hereby limited.

In witness whereof these presents have been duly executed by the Government and the Company at the City of Ottawa, this seventh day of March, one thousand eight hundred and eighty-four.

CHARLES TUPPER, *Minister of Railways and Canals.*

A. P. BRADLEY, *Secretary,*

GEO. STEPHEN, *President,*

C. DRINKWATER, *Secretary.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 11th March, 1884.

On a report, dated 8th March, 1884, from the Minister of Railways and Canals, submitting that, during the present Session of Parliament, special assent has been given to an Act, bearing the following title: "An Act to amend the Act intituled: An Act respecting the Canadian Pacific Railway, and for other purposes"; and that by the 4th clause of the said Act it is provided as follows:—

The Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money, not exceeding twenty-two million five hundred thousand dollars (\$22,500,000), to be repaid to the Government on or before the 1st day of May, one thousand eight hundred and ninety-one (1891), with interest at the rate of five per centum, payable half yearly, until full payment of the principal; and out of the said loan the Government may advance to the Company forthwith such amount, not exceeding seven million five hundred thousand dollars (\$7,500,000), as shall be required by the Company to extinguish its present floating debt, the amount and character of the items of such debt to be established to the satisfaction of the Government.

The Minister represents that the said Act called for the fulfilment of certain conditions and the execution of a deed of agreement by the Company under which the Government should be secured in the repayment of the said loan, and its application to the purposes for which it was authorized, and that such conditions have been duly fulfilled, the Company having, under date the 7th inst., executed an agreement satisfactory to the Government, as is evidenced by an Order in Council, dated the 6th inst., approving of the same.

The Minister further represents that, under date the 26th February ult., the Company have submitted a statement, showing their floating debt, provision for the payment of which is made in the Act, as aforesaid, of this debt. The following are the particulars as to which affidavit is duly made by the Auditor of the Company:—

Due to the Bank of Montreal (as to which certificate of the bank is furnished)	\$3,494,280 55
Loans for purposes of Company:	
Demand loan, Bank of Montreal, N.Y., interest added	814,271 54
Due in New York	3,729,666 66
1883—amounts unpaid	75,918 76
	<hr/>
	\$8,114,137 51

That the Government have a claim against the Company as follows:—

For steel rails and fastenings conveyed to the Company under the 10th clause of their contract, and chargeable with interest until paid, as provided by an Order in Council of 9th January, 1882	\$280,736 09
For rolling stock taken over, as per valuation of Messrs. Crossen & Clark	185,890 00

For rails and fastenings handed over to the Company under clause 10 of their contract between Port Arthur and Rat Portage	100,223 07
For timber and ties between Port Arthur and Selkirk.	9,533 45
Total	\$576,387 61
Less deductions authorized by Order in Council of the 27th of March, 1883	46,607 65
	\$529,779 96

The Minister recommends that authority be given for the collection from the Company of the said sum of \$529,779.96, together with interest upon the sum of \$280,736.09 thereof, as contemplated by the Order in Council of the 9th of January, 1882, and for the payment to the Company of the sum of \$7,500,000 remaining after deduction of the amount due as above stated to the Government.

The Committee concur in the foregoing recommendation, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

CANADIAN PACIFIC RAILWAY.

Overdraft at Bank of Montreal (see certificate of Bank attached) mainly for supplies and labor furnished north of Lake Superior	\$3,494,280 55
Loans for purposes of Company:	
Demand loan, Bank of Montreal, N.S., interest added	814,271 54
Demand loan, C. Unger & Co., N.S., interest added.	2,521,666 66
Loan due 13th March, F. W. Gilley & Co., N.S., interest added	404,000 00
Demand loan, G. S. Scott & Co., interest added	402,000 00
Demand loan, J. Kennedy, Tod & Co., interest added	402,000 00
1883—accounts unpaid	75,918 26
	\$8,114,137 51

I, Isaac G. Ogden, of the City of Montreal, Auditor of the Canadian Pacific Railway Company, do solemnly declare that the foregoing is a correct statement of indebtedness of the Canadian Pacific Railway Company, and that the said Company have received a full cash equivalent for the same, which has been used for materials, supplies and labor, furnished on the line of the said Company's railway and for other purposes of the Company in connection therewith.

And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign intituled "An Act for the suppression of voluntary and extra judicial oaths."

Solemnly declared before me at the City of }
Montreal, this 26th day of February, }
1884, in pursuance of the said Act. }

ISAAC G. OGDEN.

R. T. HENEKER, *Commissioner for receiving affidavits, for Quebec.*

CANADIAN PACIFIC RAILWAY COMPANY.

I, Isaac G. Ogden, of the City of Montreal, Auditor of the Canadian Pacific Railway Company, do solemnly declare:—

That the statement of floating debt of the Canadian Pacific Railway Company, being the sum of \$8,114,137.51, declared by me on the 26th day of February, 1884,

to be a correct statement of indebtedness of said Company, is composed of the indebtedness accrued from the amount deposited with the Government on account of guarantee of dividend, to wit: the sum of \$3,781,797.49; and that the balance, to wit: the sum of \$4,332,340.02, accrued on account of expenditure on the main line of the Canadian Pacific Railway Company, west of Callender, and is still due.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled: "An Act for the suppression of voluntary and extra judicial oaths."

Solemnly declared before me at the City of }
 Montreal, this 6th day of March, 1884, under } ISAAC G. OGDEN.
 and by virtue of the said Act. }

R. T. HENEKER, *Commissioner for receiving affidavits, for Quebec.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th March, 1884.

On a Memorandum, dated 14th March, 1884, from the Minister of Railways and Canals, submitting that by the 2nd clause of the "Act to amend the 'Act intituled An Act respecting the Canadian Pacific Railway, and for other purposes,'" passed during the present Session of Parliament, provision is made for the payment of the money subsidy to this Company on the basis of the proportion the value of the work done may bear to the work remaining to be done.

The Minister represents that under date the 14th inst., a certificate, has been issued by the Chief Engineer in relation to the eastern section of the road, such certificate, made out in conformity with the provisions of the aforesaid Act, being as follows:—

Total value of work done and materials delivered up to the 1st of March, 1884.	\$5,928,346
West of Callender, 100 miles; east of Port Arthur, 67 miles, at \$15,384.61.	\$2,569,229
Proportion of work done to work remaining to be done	3,359,117
	<u>\$5,928,346</u>
NOTE.—All advances on rails in the eastern section are covered by this estimate.	\$5,928,346
Of this amount there has already been paid the sum of.	2,777,214
Leaving the balance now payable.	<u>\$3,151,132</u>

The Minister recommends that authority be given for the payment of the said sum of three million one hundred and fifty one thousand one hundred and thirty-two dollars (\$3,151,132) to the Company.

The Committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY.
 OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 14th March, 1884.

SIR,—Having been called upon to issue a certificate of the value of the work done by the Canadian Pacific Railway under the Canadian Pacific Railway Act of 1884. I have the honor to state that this being my first certificate under the new state of things, it appears to me that I should explain to the Department the course I have pursued in the matter, in order that it may be fully understood, and that I

may be corrected if it is not drawn up in accordance with the requirements of the law.

I may state, that upon the original basis, my certificate had issued for subsidy on the first 100 miles west of Callander, on the first 67 miles east of Port Arthur, and on the first 954 miles west of Winnipeg, leaving the following sections upon which no subsidy had been earned, viz., between the first 100 miles west of Callander and Nepigon, a distance of 483 miles, and between the 954th mile west of Winnipeg and Savona's Ferry, a distance of 295 miles. The cost of the work upon these sections upon which no subsidy has been paid, is estimated at \$30,000,000, and the work remaining to be done on the 31st December, 1883, was valued at \$27,000,000.

The Company will, as I understand it, be entitled to receive from the Government, to complete this work, the following sums, viz.:—

As loan	\$15,000,000
And as cash subsidy	12,710,788
Making a total of	<u>\$27,710,788</u>

I have treated the case, both as regards the loan and the cash subsidy, as covering all that section of road (778 miles in length) upon which no subsidy has been paid.

The work remaining to be done on the 31st December last, as before stated, is estimated at \$27,000,000, towards the execution of which, there was in stock and supplies on the work at that date to the value of \$3,000,000 to \$3,500,000, which is an element in the preparation of this certificate, and I submit as an example, that when \$300,000 of work out of \$30,000,000 is done, the Company will be entitled to receive \$270,000, being, as will be observed, a reduction of one-tenth, which process will be repeated with each succeeding certificate, so that when the work remaining to be done on the 31st December, 1883, estimated to cost \$27,000,000, is completed, the Company will have received therefor that amount.

For all practical purposes, the proportion of subsidy to the loan may be taken as follows:—

On the Eastern Section, as 7 is to 10.

On the Central Section, as 5 is to 8.

I have the honor to be, Sir, your obedient servant,
C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY.

Description of works, cash subsidy; No. of contract, C. P. R. Co.; locality of works, Eastern Section, Callander to Junction with Lake Superior Section; name of contractors, Canadian Pacific Railway Company; date of contract, October 21st, 1880.

Progress Estimate of work done and materials delivered from the beginning of operations under this contract to the 1st March, 1884.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the 1st March, 1884.....	\$5,928,346 00
West of Callander, 100 miles; east of Port Arthur, 67 miles, at \$15.834.61.....	2,569,229 00
Proportion of work done to work remaining to be done	3,359,117 00
	<u>\$5,928,346 00</u>

NOTE.—All advances on rails on the Eastern Section, are covered by this estimate.

The above is a correct estimate, made from the returns forwarded by Thomas Ridout, J. St. N. Caddy and J. Dickey. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$5,928,346. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

Office of the Engineer-in Chief, Ottawa, 14th March, 1884.

CANADIAN PACIFIC RAILWAY, Eastern Section—Progress Estimate No. 11,
(under C. P. R. Loan Act of 1884.)

NEPIGON, EASTWARD.		\$	\$	\$
34 miles, at \$23,000 per mile			782,000	
Less—Rolling stock, at \$1,300 per mile.....		44,200		
Rails, &c., as per standard.....	\$5,100 p. m.			
Less—Rails and fastenings.....	\$3,150			
Sleepers.....	688			
Engineering.....	150			
	3,983			
Per mile.....	\$1,117	37,978	82,178	
				699,822
95 miles, at \$30,000 per mile.....			7,600,000	
Less—Rolling stock		400,000		
Rails, &c., \$5,100 per mile		484,500		
Bridging, 3,000 do		760,000		
			1,644,500	
Total grading			5,955,500	
40 per cent. of grading executed.....			2,382,200	
ADD—Ties delivered, 7,100, at 25c.....		1,775		
Timber.....		18,865		
Engineering, \$150 per mile		14,250		
Rails, 1,697 tons, at \$30		56,910		
			91,800	2,474,000
5 miles, at \$27,000 per mile.....			135,000	
Less—Rolling stock, \$1,300 per mile.....		6,500		
Rails, &c., 5,100 do		25,500		
Bridging, 2,000 do		10,000		
			42,000	
Total grading			93,000	
40 per cent. of grading executed.....			37,200	
ADD—Engineering, \$150 per mile			750	
				37,950
				3,211,772
CALLANDER, WESTWARD.				
120th to 160th mile west of Callander.				
40 miles, at \$27,000 per mile			1,080,000	
Less—Rolling stock, at \$1,300 per mile		52,000		

CALLANDER, WESTWARD.—Continued.			
120th to 160th mile west of Callander.			
	\$	\$	\$
Rails, &c., as per standard, at \$5,100 per mile	204,000		
Bridging, culverts, &c., at \$2,000 per mile	80,000		
		386,000	
Total grading		744,000	
10 per cent. of grading executed.....		74,400	
do bridging, &c., at \$2,000.....		8,000	
Sleepers delivered, at \$682		27,280	
Rails and fastenings delivered, 1,072 tons, at \$30.....		32,160	
70 per cent engineering and superintendence, at \$300		8,400	150,240
100th to 120th mile from Callander.			
20 miles at \$23,000 per mile		460,000	
Less—Rolling stock, at \$1,300 per mile	26,000		
Rails, &c., as per standard, at \$5,100 per mile	102,000		
Bridging, culverts, &c., at \$1,500 per mile	30,000		
		158,000	
Total grading		302,000	
90 per cent of grading executed.....		271,800	
50 do bridging and culverts, at \$1,500.....		15,000	
Sleepers delivered, at \$682		13,640	
Rails and fastenings, 2,100 tons, at \$30		63,000	
50 per cent. track laid, at \$310		2,100	
80 do engineering and superintendence, at \$300.....		4,800	370,340
			3,732,352
Less—10 per cent.			378,235
			3,354,117

PAPERS

(31aa)

In connection with Arbitrations arising out of Claims in respect to the construction of certain sections of the Railway.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th March, 1881.

On a Memo., dated 26th March, 1881, from the Honorable the Acting Minister of Railways and Canals, representing that Messrs. Manning, McDonald, McLaren & Co., contractors for the works embraced in Section "B" of the Canadian Pacific

Railway, from Eagle River to Keewatin, allege that they have claims against the Government in connection with their contract, and request that such claims may be submitted to arbitration, the arbitration asked for being to three arbitrators, one of whom shall be chosen by the Minister of Railways and one by themselves, a third to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario.

The Minister believing that this would be the most fair and satisfactory mode of arriving at a settlement of the questions at issue, recommends, accordingly, that authority be given for reference of their claims to arbitration, such reference to be made whenever the Government may consider the work sufficiently advanced to justify such action, and to be in no way taken as an admission of the validity of the claims.

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

Certified.

J. O. COTÉ, *Clerk P.C.*

Hon. Minister of Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th November, 1883.

On a Memo., dated 23rd November, 1883, from the Acting Minister of Railways and Canals, recommending that the Order in Council of the 20th November, 1883, giving authority for the appointment, on behalf of the Government, of Judge Clark as arbitrator in the arbitration to be had with Messrs. Manning, McDonald, McLaren & Co., be amended, by adding thereto a provision to the effect that notwithstanding anything contained in the Order in Council of the 28th day of March, 1881, the Minister of Railways and Canals may agree that, in case Judge Clark and Mr. Brydges differ in respect to the appointment of a third arbitrator, such third arbitrator may be appointed by a Judge of the Supreme Court of Canada.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 20th November, 1883.

On a Memo., dated 19th November, 1883, from the Acting Minister of Railways and Canals, submitting that by an Order in Council, dated 28th March, 1881, authority was granted for the submission to special arbitration of claims on the part of Messrs. Manning, McDonald, McLaren & Co., contractors for Section "B" of the Canadian Pacific Railway, such said arbitration to be granted whenever the Government might consider the works advanced sufficiently to justify this action.

The Minister represents that, under date the 17th inst., the contractors have made application for such arbitration, and have named Mr. C. J. Brydges as their arbitrator.

The Minister recommends that such arbitration be now proceeded with, and that authority be given for the appointment of Judge Clark, of Cobourg, as the representative of the interests of the Government.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th November, 1883.

On a Memo., dated 23rd November, 1883, from the Acting Minister of Railways and Canals, recommending that the Order in Council of the 20th November, 1883, giving authority for the appointment, on behalf of the Government, of Judge Clark, as arbitrator in the arbitration to be had with Messrs. Manning, McDonald, McLaren & Co., be amended, by adding thereto a provision to the effect that notwithstanding anything contained in the Order in Council of the 28th day of March, 1881, the Minister of Railways and Canals may agree that in case Judge Clark and Mr. Brydges differ in respect to the appointment of a third arbitrator, such third arbitrator may be appointed by a Judge of the Supreme Court of Canada.

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

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

In the Supreme Court of Canada :—

In the matter of the arbitration between Her Majesty the Queen, represented herein by the Honorable John Henry Pope, Acting Minister of Railways and Canals, and Manning, McDonald, McLaren and Company.

Upon reading the affidavit of Hector Cameron, solicitor for the above mentioned firm, filed on this application, and it appearing thereby that a Judge of the Supreme Court of Canada is empowered to name a third arbitrator in the matter of the said reference, and in the motion of counsel for the claimants, and in presence of Mr. Hogg, as counsel for Her Majesty the Queen, not objecting thereto, I do hereby appoint Alexander L. Jight, of the City of Quebec, Government Engineer of Railways for the Province of Quebec, third arbitrator, in and under the above mentioned reference, with all such powers as are conferred by the agreement of reference herein.

W. J. RITCHIE, C.J.

Dated this 23rd day of November, 1883.

In the matter of the claim of Manning, McDonald, McLaren & Co. :

Memorandum of agreement made this twenty-third day of November, A.D. one thousand eight hundred and eighty-three, between Alexander Manning, of the City of Toronto, in the Province of Ontario, Contractor; Alexander Shields, of the same place, Contractor; John James McDonald, of the City of Ottawa, in the said Province, Contractor; James Isbester, of the same place, Contractor; Alexander McDonald, of the said City of Toronto, Contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the Contractors of the one part; and Her Majesty Queen Victoria, represented herein by the Honorable John Henry Pope, the Acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

Whereas, under and by virtue of an agreement, dated the sixth day of September, in the year of Our Lord one thousand eight hundred and seventy-nine, the said contractors did contract and agree with Her Majesty Queen Victoria to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of the said railway, and to complete the same in compliance with the specifications attached to a certain contract of Fraser, Manning & Co., dated the twentieth day of March, in the year of our Lord one thousand eight hundred and seventy-nine.

And whereas, subsequently to the commencement of the work by the said contractors upon the said Section "B" of the Canadian Pacific Railway, under the terms of the said contracts and specifications, certain changes were

made in the character of the work to be performed by the said contractors, and by agreement in writing, dated the thirty-first day of March, in the year of Our Lord one thousand eight hundred and eighty-one, between the said contractors and Her Majesty Queen Victoria, represented by the Acting Minister of Railways and Canals, the contractors agreed to execute the work as changed and altered in accordance with the terms of the contract of the sixth day of September, in the year of Our Lord one thousand eight hundred and seventy-nine, and subject to the change in prices made by the agreement of the thirty-first day of March, in the year of Our Lord one thousand eight hundred and eighty-one, and to all rights and powers of Her Majesty thereunder, and to the reservations and conditions therein contained as to the rights and claims of the contractors.

And whereas, the said contractors then alleged that they had claims against Her Majesty in connection with their contract, and requested that such claims might be submitted to arbitration.

And whereas, by an Order in Council, dated the twenty-eighth day of March, in the year of Our Lord one thousand eight hundred and eighty-one, authority was given for a reference of the claims of the said contractors to the arbitration of three arbitrators, one of whom should be chosen by the Minister of Railways and Canals, and one by the contractors, the third to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario, and that such references should be made whenever the Government might consider the work sufficiently advanced to justify such action, but to be in no way taken as an admission of the validity of the claims.

And whereas, by a certain other Order in Council, dated the second day of April in the year of Our Lord one thousand eight hundred and eighty-three, it was provided that all claims and matters in difference between the contractors and Her Majesty, arising out of the work done under the said contract, should be referred to the arbitration provided for by the Order in Council of the twenty-eighth day of March, in the year of Our Lord One thousand eight hundred and eighty-one.

And whereas the contractors have represented to the Government that they are now prepared to submit their claims to the special arbitration, authorized by the said Orders in Council in respect to the three following items: "loose rock," "rock outside of the prism or slopes of the cuttings," and "cross-logging."

And whereas by Order in Council of the twentieth day of November inst. (1883) it is authorized that the claim of the Government against the contractors for the use and hire of rolling stock, &c., amounting to the sum of \$57,539.37 be also referred to the said arbitration as a counter claim to be dealt with at the same time that the questions of "loose rock," "rock outside of the prism," and "cross-logging" are considered, and that the said Government claims, together with the three items hereinbefore named, be first considered and awarded on.

And whereas, it has been agreed between the parties hereto that in the event of the said arbitrators so to be named by the parties hereto not agreeing upon the appointment of a third arbitrator, that application shall be made to a Judge of the Supreme Court of Canada to appoint the third arbitrator, and the person nominated by the said Judge shall be and act as the third arbitrator in said reference.

Now, it is hereby agreed by and between the parties hereto, and the parties hereto do hereby refer the said claims of the contractors in connection with their said contract, and all matters in difference arising thereout of to the extent mentioned in as much as provided for by the said Orders in Council dated the twenty-eighth day of March, in the year of Our Lord one thousand eight hundred and eighty-one, and the second day of April, in the year of Our Lord one thousand eight hundred and eighty-three, and the said counter claim of the Government to the award of George Mackenzie Clark, Esquire, Judge of the County Court of the United Counties of Northumberland and Durham, and Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esquire, the arbitrators nominated by the Government and the contractors respectively, and of such third person as the said George Mackenzie Clark and Charles John Brydges shall, by memorandum.

under their hands, to be endorsed on these presents before they proceed on the said arbitration, nominate and appoint, or in the event of their failing or not agreeing in the appointment, such person as may be appointed by a Judge of the Supreme Court of Canada, or any two of them so that the said arbitrator, or any two of them shall make and publish their award in writing of and concerning the same remedy to be delivered to the parties thereto, and it is hereby agreed that the said arbitrators shall first consider and award on the following items or matters in difference, namely, "loose rock," "rock outside the prisms or slopes of the cuttings," and "cross-logging," and the counter claim of the Government above referred to, and that the said arbitrators may, from time to time, make their award and awards in writing as aforesaid on the above mentioned matters, and on all other matters in difference hereby referred until they have finally awarded upon and disposed of all the matters hereby referred. Provided always, that all such awards be made on or before the first day of February, in the year of Our Lord one thousand eight hundred and eighty-four, or such further day as the said arbitrators, or any two of them, may, from time to time, enlarge the time for making their award by writing under their hand endorsed on this reference at any time. And it is hereby further agreed that the said arbitrators may, by their said award, order and determine what they shall think fit to be done by either of the parties hereto respecting the said items of claim or counter claim, and that the costs of the said reference and award shall be in the discretion of the said arbitrators, who may award, by whom, to whom, and in what manner the same shall be paid.

And each of the said parties hereto agrees with the other to stand to, abide by, obey, perform, fulfil and keep the said awards so to be made and published as aforesaid.

And it is further agreed that it shall be in the discretion of the arbitrators to examine the said contractors, or any of them, and the witnesses on the reference, and the contractors, if examined, shall be examined on oath or on affirmation, according to their respective religions; and that the said parties herto respectively shall produce, before the said arbitrators, all such books, deeds, papers, documents, maps, plans, drawings and writings in their custody, power or control, relating to the matters referred, as the said arbitrators shall think fit to require

And that the said parties, respectively, shall do all other acts necessary to enable the said arbitrators, or any two of them, to make their award herein, and shall not do, or cause to be done, any act to delay or prevent the said arbitrators from making their award.

And it is further agreed that the said arbitrators, or any two of them, may proceed in the said reference *ex parte*, if either of the said parties refuse or neglect to attend before them without reasonable excuse.

And it is further agreed that no action or suit shall be brought by one party against the other or against the arbitrators for or in respect of the said matters in difference, or any or either of them, or the said award, to be made in pursuance of this reference.

And it is further agreed that this agreement of reference may be made a rule of one of the Divisional Courts of the High Court of Justice for Ontario if the said Court should so please, and further, that in the event of either of the said parties hereto disputing the validity of the said award or moving in a said Divisional Court of the said High Court to set the same or any part thereof aside, or in any other event, the said Division of the said Court or any Judge of the High Court of Justice shall have power, at any time, to remit the matters hereby referred, or any or either of them, to the reconsideration and redetermination of the said arbitrators, and with and upon and subject to such directions, powers and terms as to the said Court or Judge may seem proper, and that the provisions of the Common Law Procedure Act and of the Judicature Act and any other Act in force in the Province of Ontario applicable to arbitrations shall apply to this arbitration.

In witness whereof, the said contractors have hereunto set their hands and seals, and the Acting Minister of Railways and Canals has set his hand and affixed the

seal of the said Department of Railways and Canals, the day and year first above written.

J. H. POPE, *Acting Minister Railways and Canals.*
ALEXANDR MANNING,

By his Attorney, JOHN J. McDONALD.

ALEXANDER SHIELDS,

By his Attorney, JOHN J. McDONALD.

ALEXANDER McDONALD,

By his Attorney, JOHN J. McDONALD.

JAMES ISBESTER,

By his Attorney, JOHN J. McDONALD.

JOHN J. McDONALD.

MANNING, McDONALD McLAREN & CO.,

Signed, sealed and delivered in
presence of

JOHN LESLIE,
For J. H. POPE.

W. D. HOGG,

As to signatures of all other parties. }

A. P. BRADLEY, Secretary Railways and Canals.

We do hereby enlarge the time for making our award under the within reference until the first day of July, A. D. 1884.

GEORGE M. CLARK,

C. J. BRYDGES,

A. L. LIGHT.

Dated 19th January, 1884.

KNOW ALL MEN BY THESE PRESENTS: That we Alexander Manning, of the City of Toronto, contractor; Peter McLaren, of the Town of Perth, lumber merchant; Alexander Shields, of the Township of the Gore of Toronto, farmer; Alexander McDonald, of the City of Toronto, contractor, and James Isbester, Port Arthur, contractor: do hereby make, nominate, constitute and appoint John James McDonald, of the City of Toronto, contractor, the remaining partner in the said firm, our and each of our true and lawful attorney for us and in our name, place and stead and for our sole use and benefit, and for each of us to sign, seal, execute and deliver an agreement or submission to refer to arbitration all matters in difference between the said firm and the Government of Canada, in reference to and arising out of the contract of the said firm with the Government for Section "B" of the Canadian Pacific Railway, and for all and every of the purposes aforesaid, do hereby give and grant unto our said attorney, full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done in and about the premises, and also, to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the premises, as fully and effectually to all intents and purposes as we could do if personally present and acting therein. And also, with full power and authority for our said attorney to appoint a substitute or substitutes, and such substitution are at pleasure to revoke, hereby ratifying and confirming and agreeing to ratify, confirm and allow all and whatsoever our said attorney or such substitute or substitutes shall lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof, we have hereto set our hands and seals, this twenty-second day of November, one thousand eight hundred and eighty-three.

ALEXANDER MANNING.

PETER McLAREN,

By his Attorney, JOHN HAGGART,

ALEXANDER SHIELDS.

ALEXANDER McDONELL,

JAMES ISBESTER,

By his Attorney, ALEX. MANNING.

Signed, sealed and delivered in
presence of

HECTOR CAMERON. }

To all whom these presents shall come :

We, George Mackenzie Clark, Esq., Judge of the County Court of the United Counties of Northumberland and Durham; Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esq., and Alexander L. Light, of the City of Quebec, Government Engineer of Railways for the Province of Quebec.

SEND GREETING :

Whereas, by a certain agreement under seal bearing date the 23rd day of November, A.D. 1883, and made between Alexander Manning, of the City of Toronto, in the Province of Ontario, contractor; Alexander Shields, of the same place, contractor; John J. McDonald, of the City of Ottawa, in the said Province, contractor; James Isbester, of the same place, contractor; Alexander McDonald, of the said City of Toronto, contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the contractors of the one part; and Her Majesty Queen Victoria, represented therein by the Honorable John Henry Pope, the Acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

It is therein recited that under an agreement dated the 6th day of September, A.D. 1879, the said contractors did contract with Her said Majesty to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of said railway, and to complete the same in compliance with the specifications attached to a certain contract of Fraser, Manning & Co., dated the 20th March, A.D. 1879; and further reciting that subsequently to the commencement of the said work by the contractors, certain changes were made in the character of the work to be performed by the contractors; and by an agreement in writing, dated the 31st day of March, A.D. 1881 and made between the said contractors and Her said Majesty, the contractors agreed to execute the work as changed and altered in accordance with the terms of the contract of the 6th day of September, 1879, and subject to the changes in prices made by the agreement of the 31st day of March, A.D. 1881, and to all rights and powers of Her Majesty thereunder and to the reservations and conditions therein contained as to the rights and claims of the contractors.

And after further reciting that the contractors alleged they had certain claims against Her Majesty in connection with the contract, and that by an Order in Council, dated the 28th day of April, 1881, authority was given for a reference of the claims of the contractors to the arbitration of three arbitrators, to be chosen as therein provided for, and further reciting that by a certain other Order in Council, dated the 2nd day of April, A.D. 1883, it was provided that all claims, and matters and differences between the contractors and Her Majesty arising out of the work done under the said contract should be referred to the arbitration provided for in the Order in Council of the 28th March, A.D. 1881; and further reciting, that the contractors represented to the Government that they were prepared to submit their claims to the arbitration authorized by the said Order in Council in respect to the items of "loose rock" "rock outside of the prism or slopes of the cuttings" and "cross-logging."

And further reciting, that by an Order in Council, dated 20th November, A.D. 1883, it was authorized that the claim of the Government against the contractors for the use and hire of rolling stock, amounting to \$57,539.37, be also referred to the said arbitrators, as a counter claim, to be dealt with at the same time that the question of "loose rock," "rock outside of the prisms," and "cross-logging" are considered, and that the said Government claim that the said three items, thereinbefore named, should be first considered and awarded on; and after reciting that in the event of the said arbitrators, so to be named by the contractors and Her Majesty, not agreeing upon the appointment of a third arbitrator, that application should be made to a Judge of the Supreme Court of Canada, to appoint the third arbitrator.

It was agreed between the parties thereto that they should, and they did, thereby refer the said claims of the contractors, in connection with the said contract, and all matters in difference arising thereout to the extent mentioned in, and as provided by, the said Orders in Council therein recited, and the counter claim of the Government

to the award of the said George Mackenzie Clark, and Charles John Brydges, the arbitrators nominated by the Government and the contractors respectively, and of such other persons as the said George Mackenzie Clark and Charles John Brydges, should, by memorandum under their hands to be endorsed on the said agreement before proceeding with the said arbitration, should nominate and appoint, or in the event of their failing or not agreeing in the appointment, then to such person as might be appointed by a Judge of the Supreme Court of Canada, or any two of them, so that the said arbitrators, or any two of them, should make and publish their award in writing, of and concerning the same, ready to be delivered to the parties thereto, and it was thereby further agreed that the arbitrators should first consider and award on the following items or matters in difference, namely: "loose rock," "rock outside cuttings" and "cross-logging," and the counter claim of the Government therein referred to, and that the arbitrators might, from time to time, make their award and awards in writing, in the above mentioned matters, and on all other matters in difference thereby referred, until they should finally dispose of all matters thereby referred, and it is hereby agreed that all such awards be made on or before the 1st day of February, 1884, or such further day as the said arbitrators, or any two of them, should, from time to time, enlarge the time for making their award, by writing under their hand, endorsed on the said agreement or reference, and it was further agreed that the said arbitrators might, by their award, order and determine what they thought fit should be done by either of the parties thereto respecting the said items of claim or counter claim, and that the costs of the said reference and the award should be in the discretion of the said arbitrators, who might award by whom, to whom, and in what manner the same should be paid: and it was further agreed that the said reference might be made a rule of one of the Divisional Courts of the High Court of Justice of Ontario, as by the said agreement reference being thereto had, will more fully and at large appear. And whereas the said George Mackenzie Clark and Charles John Brydges failed to appoint the third arbitrator, as provided for in the said agreement, and at the request of the parties thereto Sir William Jonhston Ritchie, Knight, Chief Justice of the Supreme Court of Canada, by an instrument under his hand dated the 23rd day of November, 1883, appointed the said Alexander L. Light as the third arbitrator provided for in the said agreement, and whereas by an endorsement on the said agreement, bearing date the 19th day of January, A.D. 1884, and under the hand of the said arbitrators, George Mackenzie Clark, Charles John Brydges and Alexander L. Light, they duly enlarged the time for making their award, under the said agreement, until the 1st day of July, A.D. 1884.

Now, know ye that we, the said arbitrators, having taken upon us the burden of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs and vouchers made and produced before us respecting the said three items of "loose rock," "rock outside of the prism," and "cross-logging," and the said counter claim of the Government for \$57,539.37 do hereby make and publish this, our award, concerning the said three items, and the said counter claim, and hereinafter referring to the said Manning, Shields, McDonald, Isbester, McDonald & McLaren, as "the contractors."

We award and adjudge that out of the aggregate quantity excavated by the contractors on the said Section B, in the three classes—solid rock, loose rock, and earth, the quantity, 208,958 cubic yards, ought, under the contract and specifications, to be classified as loose rock. This includes 14,598 cubic yards of boulders in cuttings mentioned in the report of Messrs. Donkin & Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claim to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

We further award and adjudge, that deducting from the said Section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on

the residue of the section, without any express order from the engineer, excavated 85,470 cubic yards of sold rock "beyond the slopes," referred to in Clause 11 of the specifications, and commonly called "outside the prism," but of this a portion, namely, 6,074 yards was wasted, and for that portion the contractors are not entitled to any compensation. That the remainder, seventy-nine thousand three hundred and ninety-six (79,396) yards was, by the direction of the Government Engineer, moved by the contractors and put in the works in such places and under such circumstances as entitle the contractors to be compensated therefor in the following manner, that is to say, for 29,844 yards as sold rock, and as if it had been excavated within the slopes, that is, within the prism or lines planned for cuttings, and for the residue, 49,552 yards, as if the contractors had excavated, instead of it, three times its quantity (148,656 cubic yards) of earth, and had borrowed and hauled one-half (74,328 yards) of that residue between the 241st and 273rd miles mentioned in the schedule of prices attached to the contract, and the remaining 74,328 yards between the 273rd and 289th miles.

And we further award and adjudge, that on the said Section "B," the contractors have built altogether 45 $\frac{7}{10}$ acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

And we further order and direct that in the final settlement of the rights of the parties concerning the matters referred to us as aforesaid, the contractors shall be dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified that they had done the several kinds of work to the extent, and in the respective classes hereinbefore adjudged and stated by us as aforesaid.

And we further award and adjudge that the contractors are liable to pay to Her Majesty the Queen, the sum of \$34,179.17, for the use and hire of plant, and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

And we further award and adjudge, that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award, and that Her Majesty the Queen do forthwith on demand pay to the contractors their costs of the said reference up to this date, and of this award, and that if in the meantime the contractors do pay the whole or any part of the cost of the award, Her Majesty the Queen shall forthwith on demand repay and reimburse the same to them.

In witness whereof we hereto set our hands, this eighth day of February, A.D., 1884.

GEO. M. CLARK,
C. J. BRYDGES,
A. L. LIGHT.

Signed and published by the above mentioned arbitrators }
as and for their award, this 8th day of February, }
A.D. 1884. HUGH C. DENNIS.

IN THE MATTER of the arbitration between Her Majesty the Queen and the contractors for Section 42 of the C.P.R.

Memorandum of the Costs of the Award.

Paid to Messrs. A. & G. Holland, as shorthand reporters.....	\$ 765
Paid to H. C. Dennis, clerk to arbitrators.....	100
C. J. Brydges, travelling expenses.....	\$250
C. J. Brydges, services 33 days at \$30.....	990
	1,240
A. L. Light, travelling expenses.....	\$200
A. L. Light, services 28 days, at \$30.....	840
	1,040
George M. Clark, services, &c.....	450
	450
Total	\$3,595

OTTAWA, 8th February, 1884.

Received the above amount from the contractors' solicitor, Hector CAMERON, Esq.
GEO. M. CLARK,
C. J. BRYDGES,
A. L. LIGHT.

Memorandum.

OTTAWA, 16th February, 1884.

The undersigned has the honor to represent that under date the 20th November, 1883, authority was given for proceeding with the special arbitration upon claims urged by Messrs. Manning, McDonald, McLaren & Co., arising out of their contract for Section "B" of the Canadian Pacific Railway, which arbitration had been granted them by an Order in Council dated the 28th of March, 1881. Further, that by an Order in Council of the 21st of November, 1883, the arbitrators were authorized to deal with the three specific items, "loose rock," "rock outside of the prism or slope of the cuttings," and "cross-logging," together with a counter claim on the part of the Government for the hire of rolling stock, &c.

That such special arbitration has been duly had, and the arbitrators, under date the 3rd inst., have made their award therein.

That the said award determines the quantities executed of the several classes of work in question, the terms thereof being as follows:—

"We award and adjudge, that out of the aggregate quantity excavated by the contractors on the said Section "B" in the three classes, solid rock, loose rock and earth, the quantity, two hundred and eight thousand nine hundred and fifty-eight cubic yards ought, under the contract and specifications, to be classified as loose rock. This includes fourteen thousand five hundred and ninety-eight yards of boulders in cuttings mentioned in the report of Messrs. Donkin and Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claims to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

"We further award and adjudge, that deducting from the said section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on the residue of the section, without any express order from the engineer, excavated eighty-five thousand four hundred and seventy cubic yards of solid rock beyond the slopes, referred to in clause 11 of the specification, and commonly called "outside the prism," but of this a portion, namely, six thousand and seventy-four yards was wasted, and for that portion the contractors are not entitled to any compensation. That the remainder, seventy-nine thousand three hundred and ninety-six yards, was, by the direction of the Government engineers, moved by the contractors and put in the works in such places, and under such circumstances, as entitled the contractors to be compensated therefor in the following manner, that is to say, for twenty-nine thousand eight hundred and forty-four yards as solid rock, and as if it had been excavated within the slopes, that is, within the prism, or lines planned for cuttings, and for the residue, forty-nine thousand five hundred and fifty-two yards, as if the contractors had excavated, instead of it, three times its quantity (one hundred and forty-eight thousand six hundred and fifty-six cubic yards) of earth, and had borrowed and hauled one half, seventy-four thousand three hundred and twenty-eight of that residue, between the two hundred and forty-first and two hundred and seventy-third miles mentioned in the schedule of prices attached to the contract, and the remaining seventy-four thousand three hundred and twenty-eight yards between the two hundred and seventy-third and two hundred and eighty-ninth miles.

"And we further award and adjudge that on the said Section "B" the contractors have built altogether 45.7% acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

"And we further order and direct, that in the final settlement of the rights of the parties concerning the matters referred to us, as aforesaid, the contractors shall be dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified

that they had done the several kinds of work to the extent and in the respective classes herein before adjudged and stated by us as aforesaid.

“ And we further award and adjudge, that the contractors are liable to pay to Her Majesty the Queen the sum of thirty-four thousand one hundred and seventy-nine dollars and seventeen cents for the use and hire of plant and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

“ And we further award and adjudge that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award, and that Her Majesty the Queen do forthwith, on demand, pay to the contractors their costs of the said reference up to this date and of this award, and that if, in the meantime, the contractors do pay the whole, or any part, of the costs of the award, Her Majesty the Queen shall forthwith, on demand, repay and reimburse the same to them.”

The undersigned represents that in pursuance of the terms of the said award, a statement has been prepared by the Chief Engineer, dated the 15th inst., showing the values of the work done at the contract prices upon the basis as to quantity fixed by the arbitrators, deductions being made for all quantities already covered by his certificates, and the total amount payable to the contractors under each item being set down as follows:—

Loose rock, 208,958 cubic yards, at \$0.75.....	\$156,718 50	
Deduct items covered by this quantity, and included in the Chief Engineer's certificate, No. 768:		
Allowed as loose rock, 93,500 cubic yards, at \$0.75.....	\$70,125 00	
Allowed as earth, 115,458 cubic yards, at \$0.31.....	35,791 98	
	<u>105,916 98</u>	
		\$50,801 52
Rock outside of slopes, solid rock, 29,844 cubic yards, \$1.85.....	\$55,211 40	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768:		
Allowed as solid rock, 29,844 cubic yards, at \$1.85.....	55,211 40	
Rock cut outside the slopes, earth, 49,552 cubic yards, allowed three times= 148,656, to be paid for as follows:		
$\frac{1}{2}$ =74,328 cubic yards, at \$0.35..	\$26,014 80	
$\frac{1}{2}$ =74,328 “ “ “ 0.37,	27,501 36	
	<u>53,516 16</u>	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768:		
55,626 cubic yards allowed $1\frac{1}{2}$ times=83,439 yards at \$0.31.....	\$25,866 09	
	<u>\$ 27,650 07</u>	
Cross-logging 45.76 acres at \$1,450.....	\$63,352 00	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768—45.76 acres at \$1,450.....	\$66,352 00	
	<u>\$78,451 59</u>	
Hire of rolling stock.....	34,179 17	
Amount due the contractors under the award	<u>44,272 42</u>	

The undersigned, upon such award and settlement, recommends that authority be given for the payment to the contractors, in full settlement of these claims, the sum of forty-four thousand two hundred and seventy-two dollars and forty-two cents (\$44,272.42), and also for the repayment to the solicitor of the contractors the sum of Three thousand five hundred and ninety-five dollars (\$3,595), the amount of costs paid by him, as shown in a memorandum attached to the award and signed by all the arbitrators.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 18th February, 1884.

On a Memorandum, dated 16th February, 1884, from the Minister of Railways and Canals, representing that by Order in Council, dated 20th November, 1883, authority was given for proceeding with the special arbitration upon claims urged by Manning, McDonald, McLaren & Co., arising out of their contract for Section "B" of the Canadian Pacific Railway, which arbitration had been granted them by an Order in Council, dated 28th March, 1881: and further, by an Order in Council dated 21st November, 1883, the arbitrators were authorized to deal with the three specific items, "loose rock," "rock outside of the prism or slope of the cuttings," and "cross-logging," together with a counter claim on the part of the Government for the hire of rolling stock, &c.

The Minister further represents that such special arbitration has been duly had, and the arbitrators, under date the 8th inst., have made their award therein.

That the said award determines the quantities executed of the several classes of work in question, the terms thereof being as follows:—

"We award and adjudge that out of the aggregate quantity excavated by the contractors on the said Section "B," in the three classes, solid rock, loose rock, and earth, the quantity, 208,958 cubic yards, ought, under the contract and specifications, to be classified as loose rock. This includes 14,598 yards of boulders in cuttings, mentioned in the report of Messrs. Donkin and Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claims to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

"We further award and adjudge that, deducting from the said Section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on the residue of the section, without any express order from the engineer, excavated 85,470 cubic yards of solid rock beyond the slopes referred to in clause 11 of the specifications, and commonly called 'outside the prism,' but of this portion, namely, 6,074 yards was wasted, and for that portion the contractors are not entitled to any compensation; that the remainder, seventy-nine thousand three hundred and ninety-six (79,396) yards, was, by the direction of the Government engineers, moved by the contractors and put in the works in such places and under such circumstances as entitle the contractors to be compensated therefor in the following manner, that is to say:—For 29,844 yards as solid rock, and as if it had been excavated within the slopes, that is, within the prisms or lines planned for cuttings, and for the residue, 49,552 yards, as if the contractors had excavated instead of it three times its quantity (148,656 cubic yards) of earth, and had borrowed and hauled one-half (74,328 yards) of that residue between the 241st and 273rd miles, mentioned in the schedule of prices attached to the contract, and the remaining 74,328 yards between the 273rd and 289th miles.

"And we further award and adjudge, that on the said Section "B" the contractors have built altogether 45,100 acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

"And we further order and direct, that in the final settlement of the rights of the parties concerning the matters referred to as aforesaid, the contractors shall be

dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified that they had done the several kinds of work to the extent and in the respective classes hereinbefore adjudged and stated by us as aforesaid.

“And we further award and adjudge, that the contractors are liable to pay to Her Majesty the Queen the sum of \$34,179.17 for the use and hire of plant, and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

“And we further award and adjudge, that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award. And that Her Majesty the Queen do forthwith, on demand, pay to the contractors their costs of the said reference up to this date and of this award. And that if in the meantime the contractors do pay the whole or any part of the costs of the award, Her Majesty the Queen shall forthwith, on demand, repay and reimburse the same to them.”

The Minister represents that in pursuance of the terms of the said award a statement has been prepared by the Chief Engineer, dated the 15th inst., showing the values of the work done at the contract prices upon the basis as to quantity fixed by the arbitrators, deductions being made for all quantities already covered by his certificates, and the total amount payable to the contractors under each item being set down as follows:—

Loose rock, 208,958 cubic yards, at 75 cents	\$156,718 50	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, allowed as loose rock, 93,500 cubic yards, at 75 cents.....	\$70,125 00	
Allowed as earth, 115,458 cubic yards, at 31 cents.....	35,791 98	
	<u>105,916 98</u>	
		\$50,801 52
Rock outside of slopes, solid rock, 29,844 cubic yards, at \$1.85	\$55,211 40	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, allowed as solid rock, 29,844 yards, at \$1.85.....	55,211 40	
Rock outside the slopes. Earth, 49,552 cubic yards, allowed 3 times = 148,656, to be paid for as follows:—		
$\frac{1}{2}$ = 74,328 cubic yards, at 35 cents.....	\$26,014 80	
$\frac{1}{2}$ = 74,328 cubic yards, at 37 cents.....	27,501 36	
	<u>\$53,516 16</u>	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, 55,626 cubic yards allowed $1\frac{1}{2}$ times = 83,439 cubic yards, at 31 cents.....	25,866 09	
		27,650 07
Cross-logging 45.76 acres, at \$1450.	\$66,352 00	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, 45.76 acres at \$1450.	66,352 00	
	<u>\$78,451 69</u>	
Contra Award—Hire of rolling stock.....		34,179 17
Amount due the contractors under the award.....	<u>\$44,272 42</u>	

The Minister, upon such award and statement, recommends that authority be given for the payment to the contractors, in full settlement of these claims, the sum of forty-four thousand two hundred and seventy-two dollars and forty-two cents (\$44,272.42), and also for the repayment to the solicitor of the contractors of the sum of three thousand five hundred and ninety-five dollars (\$3,595), the amount of costs paid by him, as shown in a memorandum attached to the award, and signed by all the arbitrators.

The Committee concur in the above recommendation, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE, *C.P.C.*

Hon. Minister Railways and Canals.

TO ALL TO WHOM THESE PRESENTS SHALL COME: We, Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esquire, and Alexander L. Light, of the City of Quebec, Government Engineer of Railways for the Province of Quebec—

SEND GREETING :

Whereas, by a certain agreement under seal, bearing date the 23rd day of November, A.D. 1883, and made between Alexander Manning, of the City of Toronto, in the Province of Ontario, Contractor; Alexander Shields, of the same place, Contractor; John J. McDonald, of the City of Ottawa, in the said Province, Contractor; James Isbester, of the same place; Alexander McDonald, of the said City of Toronto, Contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the "Contractors," of the one part, and Her Majesty Queen Victoria, represented therein by the Honorable John Henry Pope, the acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

It is therein recited that under an agreement, dated the 6th day of September, A.D. 1879, the said contractors did contract with Her said Majesty to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of said railway, and to complete the same in compliance with the specifications attached to a certain contract of Frazer, Manning & Co., dated the 20th March, A.D. 1879, and further reciting that subsequently to the commencement of the said work by the contractors, certain changes were made in the character of the work to be performed by the contractors, and by an agreement in writing, dated the 31st day of March, A.D. 1881, and made between the said contractors and Her said Majesty, the contractors agree to execute the work as changed and altered in accordance with the terms of the contract of the 6th day of September, A.D. 1879, and subject to the changes in prices made by the agreement of the 31st day of March, A.D. 1881, and to all rights and powers of Her Majesty thereunder and to the reservation and conditions therein contained as to the rights and claims of the contractors; and after further reciting, that the contractors alleged they had certain claims against Her Majesty in connection with the contract, and that by an Order in Council, dated the 28th day of March, A.D. 1881, authority was given for a reference of the claims of the contractors to the arbitration of three arbitrators, to be chosen as therein provided for; and further reciting, that by a certain other Order in Council, dated the 2nd day of April, A.D. 1883, it was provided that all claims and matters and differences between the contractors and Her Majesty arising out of the work done under the said contract should be referred to the arbitration provided for in the Order in Council of the 28th March, A.D. 1881; and further reciting, that the contractors represented to the Government that they were prepared to submit their claims to the arbitration authorized by the said Orders in Council in respect to the items of "loose rock," "rock outside of prisms or slopes of the cuttings," and "cross logging," and further reciting that by an Order in Council, dated the 20th November, A.D. 1883, it was authorized that the claim of the Government against the contractors, for the use and time of rolling stock, amounting to \$57,539.37, be also referred to the said arbitrators as a counter claim, to be dealt with at the

same time that the question of loose rock outside of the prisms and cross-logging are considered, and that the said Government claim, with the said three items therein before named, should be first considered and awarded on, and after reciting that in the event of the said arbitrators so to be named by the contractors and Her Majesty, not agreeing upon the appointment of a third arbitrator, that application should be made to a Judge of the Supreme Court of Canada to appoint the third arbitrator.

It was agreed between the parties thereto that they should, and they did thereby, refer the said claims of the contractors in connection with the said contract, and all matters in difference arising thereout, to the extent mentioned in, and as provided by the said Orders in Council therein recited, and the counter claim of the Government to the award of George Mackenzie Clark, Esquire, Judge of the County Court of the united Counties of Northumberland and Durham, and Charles John Brydges, the arbitrators nominated by the Government and the contractors respectively, and of such other person as the said George Mackenzie Clark and Charles John Brydges, by memorandum under their hands to be endorsed on the said agreement, before proceeding with the said arbitration, should nominate and appoint, or in the event of their failing or not agreeing in the appointment, then to such person as might be appointed by a Judge of the Supreme Court of Canada, or any two of them, so that the said arbitrators, or any two of them, should make and publish their award in writing, of and such concerning the same, ready to be delivered to the parties thereto, and it was thereby further agreed that the arbitrators should first consider and award on the following items or matters in difference, namely :

“Loose rock,” “rock outside the prisms or slopes of the cuttings,” and “cross-logging,” and the counter claim of the Government therein referred to, and that the arbitrators might, from time to time, make their award and awards in writing in the above mentioned matters, and on all other matters in difference thereby referred, until they should finally dispose of all matters thereby referred, and is hereby agreed that all such awards be made on or before the 1st day of February, 1884, or such further day so as the said arbitrators, or any two of them, should, from time to time, enlarge the time for making their awards, by writing, under their hand endorsed on the said agreement or reference; and if it was further agreed that the said arbitrators, or any two of them, might, by their award, order and determine what they thought fit should be done by either of the parties thereto, respecting the said items of claim or counter claim, and that the costs of the said reference and the award should be in the discretion of the said arbitrators, or any two of them who might award, by whom, to whom, and what manner the same should be paid; and it was further agreed that the said reference might be made a rule of one of the Divisional Courts of the High Court of Justice of Ontario, as by the said agreement reference being thereto had, will more fully and at large appear.

And whereas the said George Mackenzie Clark and Charles John Brydges failed to appoint the third arbitrator, as provided for in the said agreement, and at the request of the parties thereto, Sir William Johnstone Ritchie, Knight, Chief Justice of the Supreme Court of Canada, by an instrument under his hand, dated the 23rd day of November, 1883, appointed the said Alexander L. Light as the third arbitrator provided for in the said agreement; and whereas, by an endorsement on the said agreement, bearing date the 19th day of January, A. D. 1884, and under the hands of the arbitrators, George Mackenzie Clark, Charles John Brydges and Alexander L. Light, they duly enlarged the time for making their awards under the said agreement until the 1st day of July, A. D. 1884.

And whereas, in pursuance of the terms of the said submission, that the said arbitrators should first consider and award on the following items or matters in difference referred to them, namely: “Loose rock,” “rock outside the prisms or slopes of the cuttings” and “cross-logging,” and the counter claim of the Government particularly specified and referred to in the said submission.

The said arbitrators did, in the months of November, January, and February last, take into consideration the said claims and counter claim of the Government, which it was agreed should be first considered and awarded on, and after having

examined all such witnesses as were produced before the said arbitrators, by the said parties respectively, and after having fully weighed and considered the allegations, proofs and vouchers made and produced before the said arbitrators respecting the said three items of "loose rock," "rock outside the prisms and slopes of the cuttings" and "cross-logging," and the said counter claim of the Government for \$56,539.37, they, the said three arbitrators, did, on the 8th day of February, A.D. 1884, make and publish their award in writing of and concerning the same as by the said award, reference being thereto had, will more fully and at large appear.

And whereas, the said three arbitrators did again take upon them the burden of the said reference, and did take up the consideration of all other claims in connection with the said contract, and all other matters in difference between the parties arising thereout to the extent mentioned in and as provided for by the Orders in Council dated respectively the 28th day of March, A.D. 1881, and the 2nd day of April, A.D. 1883, as mentioned and referred to in the said submission, and did examine all such witnesses as were produced before them by the said parties respectively, and weigh and consider the allegations, proofs and vouchers made and produced before them respecting the same.

And whereas, the said three arbitrators differed and were unable to agree in their award in respect to last mentioned matters in difference; but we the said Charles John Brydges and Alexander L. Light, two of the said arbitrators, have agreed upon this our award.

Now, we the said Charles John Brydges and Alexander L. Light, two of the said arbitrators, do make and publish this our award concerning the same as follows:—

We award and determine that there is due and payable by Her Majesty, to the said contractors, for and in respect of the claims and matters in difference between the parties so referred to us and not taken into consideration in our said former award, the sum of three hundred and ninety-five thousand six hundred dollars (\$395,600), which sum we direct shall be paid to the contractors forthwith.

We further award and determine that Her Majesty do bear Her own costs of the said reference and award, and that Her Majesty do forthwith pay to the contractors their costs of the said reference, from the date of our said former award and of this award, and that if in the meantime the contractors do pay the whole or any part of the costs of the award, Her Majesty shall forthwith repay the same to them.

In witness whereof, we hereto set our hands this 5th day of April, A.D., 1884.

Signed and published by the said arbitrators }
in presence of D. B. BOULTON. }

C. J. BRYDGES,
A. L. LIGHT.

C O P I E S

(31bb)

Of Letters from Messrs. Manning, McDonald & Co., of the 7th January and 24th February, 1881, respectively.

OTTAWA, 7th January, 1881.

SIR,—On the 10th of September last we received from the Resident Engineer in charge of the works being performed by us under our contract with the Government, for the construction of that portion of the Canadian Pacific Railway known as Section "B," a communication conveying the orders of the Engineer that, with the exception of three or four of the lakes on the line of the road (viz.: First, Trout and three of the fills on Long Lake) that instead of the lakes or bays being filled by borrowed rocks, as contemplated when the tenders were asked for and the contract

was awarded to us, that the line of railway is to be carried across these lakes and bays on bridges made on piles, and further ordering that the portions of the road which, according to the contract, were to have been made by embankments, are now to be constructed by trestle work. The making of embankments which, to us, means the dispensing, to use the terms mentioned in the schedule, of most of the "extra earth borrowing" and the substitution for that of timber work.

We commenced the work under our contract in the early part of the summer of 1879, but as the contract was awarded too late for us to get in our supplies in the winter of 1878 and 1879, we were unable to make much progress until the frost set in, in the month of November, of the latter year, since which we have pushed on the work with vigor, not merely in the actual performance of the building of the road but also in making preparations to complete the construction of it within the time limited by our contract, knowing, as we did, that time was of the essence of our contract and that it was required of us that our contract should be completed by the time therein limited. We have had to contend with difficulties of no ordinary character, and the facilities for getting our supplies, machinery, carts and men required for the successful prosecution of the work, and which we had a right to rely on under the terms of our contract, viz., the use of the road being constructed under Contract 15, which, although by the terms of the contract the Government were not bound to give access by on the 1st day of July, 1879, they were bound to do, to quote from the specification (No. 98) "sometime thereafter," which means, as we are advised, within a reasonable time thereafter, and which, even up to this time, is not yet fully completed, and it is only since September last that we were permitted in any way to avail ourselves of the use of that portion of the road.

Amongst other preparations made to enable us to complete our contract we have, at great cost, brought to the works no less than ninety derricks for the purpose of making the "line cuttings" and doing the "rock borrowing," not one-half of which would have been required for that portion of the rock cutting which is classed under the head of "line cuttings."

The result of the contract so far, is, that we have in reality performed in the work actually done on the road and in the preparation made to complete the contract, the most onerous portions of our job.

But much that we have done, for instance, in the making of roads and in the procuring and importing to the ground of operations the machinery required for the completion of our contract and in the necessary works has not, of course, been, and could not, of course, be certified for, and consequently has not been paid for, and the result is now that we are actually out of pocket in carrying on the works, over and above the amount received from the Government, the large sum of \$447,000.

We have thus briefly sketched our actual position when the orders of the Engineer, already referred to, reached us. By the change thus made, or ought to be made, in the character of the works, in the change from filling the lakes and bays with "rock borrowing" to constructing pile bridging, there is a difference in our contract as follows, as our Engineer calculates, viz. :—

	Yds.	
The rock-borrowing is reduced from an estimated quantity of.....	426,000	\$852,000 00
To an estimated quantity of.....	57,247	114,494 00
		<u>\$737,506 00</u>
Making a money difference of.....		
	Ft.	
While the pile driving is increased from	28,000	\$ 8,400 00
To.....	180,982	54,294 60
	<u>152,982</u>	<u>\$ 45,893 60</u>
Being an increase in quantity and aggregate price of.....	152,982	\$ 45,893 60

By the change made in some portions of the road to be constructed by permanent trestle work, instead of by embankments, there is a difference as follows viz. :—

	Ft.	
The trestle work is increased from.....	363,300	\$ 97,437 00
To.....	698,661	154,278 00
	<hr/>	<hr/>
Being an increase in quantity and aggregate price of.....	335,361	\$ 56,841 00
	<hr/>	<hr/>
	Yds.	
The earth borrowing is reduced from an estimated quantity of.....	1,900,000	\$685,300 00
To.....	687,686	249,231 44
	<hr/>	<hr/>
Making a money difference of.....		\$436,068 56

The result, briefly, therefore, is this: that in our contract, which Mr. Fleming, then Chief Engineer, estimated would cost \$4,500,000, but which we agreed to perform for \$4,130,707, there is now, by what is called a change in the works, a reduction made on the two items above, of sums:

On rock borrowing, of.....	\$ 737,506 00
On extra earth borrowing	436,068 56
	<hr/>
	\$1,173,574 56

Against which is to be set off a slight increase in the items of pile driving and trestle work.

Amounting on the former to.....	\$ 45,893 60
And on the latter to.....	56,841 00
	<hr/>
Making a total of.....	\$102,734 60

Such being the revolutionary change in the character of the work, it need not occasion surprise that we feel called upon to protest against it, and we do so for the reasons shortly stated below.

We assume that the Assistant Engineer proposes to make these to us vital changes under the provisions contained in the fifth paragraph of the contract. We desire at the outset to say, that we do not admit, but, on the contrary, we deny, that the changes have been made in the work, in pursuance of either the letter or spirit of the provisions in that part or in any other part of the contract contained, and in the observations we here make, we desire it to be distinctly understood that we do so without prejudice to our rights to object to the proposed alteration on this or any other ground that may be open to us.

But even if the changes proposed were in form, in accordance with the stipulations in the contract in that behalf, we have to say that we dispute the authority of the Chief Engineer or of the Minister to make changes of so radical and extraordinary a character which, in effect, degrades the road from that of a first-class roadway to one of a third or fourth rate character.

We respectfully invite your attention to the 99th paragraph or clause of the specifications respecting "rock borrowing," which is as follows: "In the forms of tenders will be found the item 'rock borrowing,' which comprises the material estimated to be required, in addition to that from lime cuttings, to form the parts of embankments through lakes and ponds. These will be carried about 3 feet above water level, which may vary from 10 feet to 50 feet under grade, according to circumstances.

Also to the 100th paragraph or clause respecting the "extra earth borrowing, which, for convenience, we also insert." Special attention is directed to the large

quantity of earth required, in addition to that from lime cuttings, and from local borrow pits, to complete the embankments, chiefly on the section between Eagle River and Keewatin, as shown approximately in the schedule of quantities. As it will not be possible to complete some of the embankments one by one from each borrow pit in the ordinary way within the specified time, temporary trestle or other staying will have to be generally used to carry construction trains forward. The rates for excavation in the tender must include all such temporary works, in accordance with the 31st clause of the specification. Special attention is directed to the profile of the line, where all known information is given respecting the character of material available for forming embankments. It will be observed that the localities so far discovered as likely to yield a considerable quantity are limited. Accordingly, if no other more convenient localities are found, the haul will be unusually long at the undermentioned places, and parties tendering may give special prices in their tenders for this work.

Haul 1 to 16 miles between the 241st and 273rd miles, approximate 1,265,009 cubic yards.

Haul 1 to 8 miles between the 273rd and 289th miles, approximate 385,000 cubic yards.

Haul 1 to 2 miles between the 293rd and 295th miles, approximate 250,000 cubic yards.

The attention of intending contractors is specially directed to this matter, as the maximum rate of haul, under all ordinary circumstances, is established by the 18th clause of the specification.

It is possible that material may be found as the work progresses between the above mentioned points, and thus reduce the quantity estimated for long haul.

These clauses were printed as an "addenda" to the ordinary specifications, as Nos. 19 and 20, and are specially referred to in the schedule of quantities carried out at the time tenders were invited under these numbers (*vide* schedule).

The profile, too, on being examined, will establish, beyond the reach of dispute, that the fills were to be made by rock borrowing, and the embankments to be constructed in the manner we have hereby pointed out.

Again, on the specifications under the head "timber structures," being paragraphs Nos. 33 to 42 (both inclusive), and more especially Nos. 40 and 41, being examined, it will become apparent that the pile driving called for by the contract was not for the lakes and bays, but for streams, and it is impossible to conceive that the engineer could have so far erred in the quantity of pile driving as the difference between 28,000 feet and 180,982 feet, nearly seven times as much, would demonstrate, if the change was not one not thought of long after the contract was made. Then see what is stated in paragraph 10 of the "memorandum for contractors."

The printed quantities in the forms of tenders are intended fully to embrace all the work specified and required to be executed under the contract. Allowances sufficiently liberal, it is believed, will be added to cover shrinkage of material, subsidence of embankment in soft ground and waste. These quantities may therefore be generally taken as maximum quantities. The contract will accordingly stipulate that while the work on completion may cost less than the total amount of the accepted tender, that amount must not be exceeded.

While, therefore, not disputing that the Chief Engineer, with your sanction, might make certain changes in the character of the works, we are advised that no such changes which completely alter the contract ever were or could, by any reasonable assumption, be presumed to have been intended by either the Government, when the contract was let, or by any contractors who tendered for it, as it most assuredly was not by us, either when tendering or when entering into the contract, and that, therefore, in the proper construction to be given to the contract, no such change is permissible as a matter of law. Even if the contrary were so, we submit, that dealing with the Government of a great country, we are entitled to rely on honorable, straightforward dealing, and that neither you, Sir, nor the other Ministers of the Crown would be willing to take advantage of the strained construc-

tion of a provision in the contract, never intended by either contracting party, which would, in effect, involve us in ruin.

It is no part of our province to offer our opinion as to the advisability of the proposed changes. The responsibility attendant on them belong to your Department, not to us. But we think we would be wanting in our duty to you did we not venture respectfully to say, as men possessed of some considerable experience as contractors, that the bridging on piles across the lakes and bays in the manner now proposed can never be successfully accomplished, and we are the more emboldened to present this view to you as our opinion is fortified by that of every engineer of practical experience with whom we have conversed on the subject.

To conclude, we may say: (1) That we claim the Government are in default in not giving us means of access by rail over Section No. 15, within a reasonable time after 1st July, 1879; that in that respect the contract is broken on the part of the Government and we are entitled to all the damages sustained thereby.

(2) That we are, subject to such claims for damages, ready and willing to go on with and complete the contract in the manner agreed, both as to rock borrowing and the making of embankments within the time limited in that behalf; and we have no doubt, having regard to the preparations we have made, of our ability to do so.

(3) We decline to assume the responsibility of building the structures now designed and handing them over as part of a complete roadbed, and in any event it would be out of our power to obtain the proper timbers therefor or to do such work at the prices provided for pile driving in the schedule.

(4) Should the Government, therefore, determine to adhere to these proposed changes, as we have no desire to have any difficulty with the administration, we would ask to be relieved from the contract and to be paid—

(a) For the work actually done.

(b) For the work and labor and means expended in making arrangements and preparations for the completion of the work according to our contract, which would include the making of roads and the erection of structures, and the making of preparations for doing a work of \$4,000,000, now suddenly cut down to that of \$2,500,000.

(c) And that our plant may be taken at a valuation.

We have the honor to remain, your obedient servants,

MANNING, McDONALD, McLAREN & CO.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 24th February, 1883.

SIR,—In accordance with your instructions, we have this day received the new plans for pile bridging and tressle work, to be erected on Section "B," Canadian Pacific Railway, for the crossing of several lakes and ponds, in lieu of rock borrowing and earth filling, as required by our contract, and in reply to your request that we should submit a price for doing this work, we beg to subjoin a schedule of prices for the several descriptions of work.

At the same time, we beg to say, that we would prefer to do this work by day work, on the terms mentioned in our contract, for the following reasons:—

1. The great difficulty in ascertaining now the probable cost, inasmuch as the material will have to be hauled for long distances over a rugged and unfavorable country, and we have to submit to such extravagant freight charges.

2. The uncertainty as to the rates of wages we shall have to pay this year, which will, we fear, be largely increased.

3. The great risk of defects and faults in structures and consequent necessity for alterations and renewals, arising from the difficult character of the work, the action of water or ice forcing the work out of position and the running of trains thereon, and other unforeseen casualties during construction, for all of which we cannot become responsible.

4. The shortness of the time allowed for the completion of the work, causing thereby greatly increased cost, which cannot now be reasonably estimated or foreseen.

In considering the prices we now submit, we respectfully ask your attention to these circumstances, and to the unfavorable character of the locality in which the work has to be done for obtaining materials and supplies, which renders any comparison with prices at which the work could be done elsewhere out of the question.

In submitting our present offer, we do so on the distinct understanding that the Government shall forthwith submit to arbitration all matters in difference between us and the Government, including the question as to the amount we shall receive as compensation for the changes, we claim, this alteration in the work will make, whereby the rock borrowing and earth work are done away with, and our contract sum reduced by about a million and a quarter of dollars after we have expended a very large sum in opening up the country, building roads, houses and boats, providing the steel, iron tools and plant required to do the work originally contracted for, the greater part of which will be thrown away, and we shall be deprived of the benefit of doing the original work at the contract price, by which alone we could recoup ourselves for our large previous outlay, made in anticipation of the whole work being done as contracted for under the original plans and specifications.

The arbitration we ask should be two arbitrators, one of whom shall be chosen by the Minister of Railways and Canals and one by us, and a third arbitrator to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario, which shall apply to the arbitration, and the award to be made without unnecessary delay and to be made without regard to or being affected by this new contract, if entered into.

In undertaking the new work we would respectfully stipulate that it shall be placed under the superintendence of a practical engineer, skilled in such work.

We make the present proposal on the understanding that the work shall be commenced forthwith and be completed within the time limited by our contract.

We have the honor to be, your obedient servants,
MANNING, McDONALD, McLAREN & CO.

Schedule of Prices.

Square timber, framed and measured in work, at, per thousand feet B. M.....	\$76 00
Square piles, as per plan exhibited, as per lineal foot in work	1 20
Round piles, as per plan exhibited, per lineal foot in the work	0 60
Wrought iron work per lb.....	0 12
Cast iron	0 09

MANNING, McDONALD, McLAREN & CO.

Ottawa, 24th February, 1881.