

PROCEEDINGS BEFORE THE INVESTIGATING COMMITTEE.

COMMITTEE ROOM, Monday, March 11.

Deputy Whitehead continued. The Attorney General asked me particularly about the Nackawick Block of Land. I told him I received the order of survey, he said to me if I came across one or two hundred acres of good timber land, he would like it, or would like to get it, but that he did not wish to interfere with any person, or to obtain good settling land. During the time I was making the survey, I entered three petitions, not by his directions. The names were forwarded to me by another person, who did not wish me to mention his name in the matter, and afterwards declined taking the land. The man was my brother; who forwarded the applications and gave me the names; they were MANN, all three of them. They do not live in this County. I know no persons of that name, but presume they are persons in Minnesota. I entered the applications for him, but he declined taking the land afterwards.

The Attorney General advertised lands for sale which have not been surveyed. I am positive I petitioned before the survey of these lands was made. Thirty or forty applicants had applied for land in this block before the order of survey issued. I seen the Attorney General and told him that the party who had petitioned for the three lots in the names of MANN, did not want them. By Mr. Fisher's directions, some of the applications were made after I had commenced, but previous to the completion of the survey of the 10,000 acre block. These were not the first applications I have made in the Crown Land Office; they were before the summer of 1860. The applications made first, were made by the desire of the Attorney General. I don't recollect the names used. I am not sure whether four or six names were used. I was to the land in the Greenhogue Lake. The lands were brought to sale, and taken by Benjamin Ingram. I think one of the lots was bought in the name of Turtle, and the others in Ingram's name. Part of these were paid for in money down, and part by instalments. Mr. Ingram bought for the Greenhogue Lake. The Attorney General had previously desired me to select some land for himself, lumber land, not fit for settlements. I can't tell how long this was ago. I have been a Deputy since about 4 years, and I first discovered lands could be applied for in February, 1859, when I became a Deputy Surveyor; but these two instances are the only ones I ever knew of. They were purchased in the Spring of 1859. I am under the impression that no improvements have been made on these lands. I have had conversation with the Attorney General about them, but he has never how they came to be bought in the name of Ingram. I prepared the petitions for them myself.

The Attorney General had no knowledge of the Ingram and about the time of sale. The Attorney General told me he intended to pay cash, and the lots exceeded 200 acres. "When you presented your claims for compensation for survey and exploring road, to the Crown Land Office, did you state to Mr. Inches, that you had been in conversation with the Attorney General, and acted under his directions?"

Ans. "With regard to the road I told him I had, in reference to the Survey. There are 20 acres, or more, of excellent land on a lot on the Nackawick, of the three lots that were laid off. These lands are near the Newburg; there might be a good mill site; I do not know that this would enhance the value of the lands. They have been well timbered with spruce, there is considerable lumber on them, but small. I exceeded an order of survey before without authority of Surveyor General. I was ordered to survey 30,000 acres for the New Brunswick and Canada Railroad Company, and surveyed 37,000 and some hundreds. These were under the law of the day, relating to the railway.

I don't think any objections were made to this excess. I was paid in full. The Attorney General's anxiety about the road was to accommodate the settlers, and settlement rather than the size of lots, I do not think the survey involved the road. It involved a road, but not the road. The practice has been to run a straight road without reference to inequalities in the land; and the road is to be made in a straight line, as was because I surveyed and explored it in such a way as to adapt to the settlement of these lands; this was done in consequence of the communication I had had with the Attorney General. I have been paid in full for surveying the 21,000 block.

"I used no means to get this; I left my account in the Crown Land Office, and the Surveyor General to see what would have to be done before the Council. I don't remember speaking to any person about it, in any way, until I next came to Fredericton, when Inches informed me, the warrant had issued, to pay me in full for the whole survey. I had no reason to suppose I would get my pay in full, except that the Council would consider the excess necessary under the circumstance. I am certain I never spoke to any person about it when the Surveyor General declined paying it, except it might be in my mind. John Hart, expended the money which was laid out on the road from the Campbell settlement to the Newburg settlement. I don't know whether it was special or by-road money. Some money was expended on the road right on from where the money of the previous year had been laid out.

"This was on the road from the river through the settlement. The six hundred acres I have mentioned, as applied for on the Shogomoc were all in one block, on the east side of the road. Hartly was the Commissioner to expend the money. There were 30 or 40 applicants previous to the order of survey. I found 78 petitions on Saturday, including the 40, but don't know whether I found them all or not. They were all for land on the Nackawick block. Most of these applicants are young men from Woodstock, Jacksonville, and Richmond; a great many of them men with families, who are now moving in. I have been told three families have gone in there, and I have no doubt, most of those who have applied under the conditions of settlement, will go in next summer. I have a number of names also forwarded me by letter, who wished to apply, but were not aware they had to make oath to their petition. I think, being in force since the 6th of September last.

"Of the first 40 applications, I think none of them were fictitious. I am personally acquainted with nearly all of them, the largest portion of them however. I was informed that applications were made in fictitious names, and know it to be done a long time ago, or some time ago. The applications were made since the Order of Survey was issued. I have no blank transfers of the land from Draper. The applications were made by the making of this survey. My brother intended to come home, and expect him immediately after the opening of the Mississippi River. He has no interest in these lands now. My application was made by me, in a previous section on the Salmon River. I am getting them, he

request of Attorney General for 200 acres. There is another similar one in the name of Stephen Morse. The last is also a fictitious name. There are applications in all for 800 acres. The lands were sold after the return of the survey; they are all in one lot. I told the Attorney General after he got them applied for and surveyed, what I had done; he did not ask me to bid them off. He told me he intended to pay cash for these lands.

Mr. Inches stated with certificates with regard to licenses up there. I did not intend to give certificates, nor do I think they amount to that. I merely intended to give a sort of non-committal, and leave the matter to the Department.

I believe all the portion of the country not included in the Survey, has been licensed since. I do not know where McPherson's land was situated. I do not think there will be any less quantity of timber owing to this survey. Mr. Inches asked me, from the date of his note to Mr. Whitehead, in which he speaks of the Wesleyans having verbally applied, he thought in October or November, it had been then reported that Whitehead had greatly exceeded his order. Several country people stated, and Mr. Whitehead took it; but this is in no way at variance with the previous directions not to survey more than 10,000 acres. As to the excess of the 7,000 acres for the Railroad, on an order for 30,000, it seems of no consequence; and no fault was ever made by the Department except that the very next service he would go upon, would be to survey the remainder of the reserve for the Company. As to Whitehead's statement about the 300 acres purchased for the Attorney General, had not Mr. Inches said, and he was not at all in doubt, but that they were for the Attorney General himself. The Attorney General spoke to me a few days before the sale about it, and I informed him, immediately after the sale, that he got it with which he seemed well pleased. He told me, who Mr. Whitehead's brother, and who did the Attorney General think, would find the money? When Whitehead was told by him that he had greatly exceeded his order, and that the Surveyor General was very angry with him, and that he was to be dismissed, all along saying to the Surveyor General, that notwithstanding his assertion, that he would not pay Whitehead, that he would be paid, and the event has proved the correctness of his (Inches) assertions. He made no mention of that. Shogomoc being bought by Attorney General, because I am here, said Mr. Inches, to exculpate myself, and not to implicate others. John L. Marsh, Jr., acted for the Attorney General, and I think should be sent for."

Mr. Whitehead again. "With regard to my Brother having anything to do with the land, I had abandoned the idea of having anything to do with it for him, previous to my speaking to the Attorney General with regard to these lots at all; consequently the petitions were made use of to bring the land to sale for the use of the General, without reference to my brother at all. "I am my Brother's agent, and he directed me to pay for the lands out of funds belonging to him, in my hands. My Brother left funds in my hands; it was property, I had money belonging to him, and he gave me the impression that the names used in making the applications for the 300 acres, Mann's I mean, were fictitious; I do not know how it is possible for the Attorney General to get transfers of these lots. I took the names from a newspaper forwarded to me by my brother; he did not direct me to use them in his letter.

"I did not use any means to induce parties to apply for lands on Nackawick that I might get the money for the road. I was not a Deputy Surveyor; but these two instances are the only ones I ever knew of. They were purchased in the Spring of 1859. I am under the impression that no improvements have been made on these lands. I have had conversation with the Attorney General about them, but he has never how they came to be bought in the name of Ingram. I prepared the petitions for them myself.

The Attorney General had no knowledge of the Ingram and about the time of sale. The Attorney General told me he intended to pay cash, and the lots exceeded 200 acres. "When you presented your claims for compensation for survey and exploring road, to the Crown Land Office, did you state to Mr. Inches, that you had been in conversation with the Attorney General, and acted under his directions?"

Ans. "With regard to the road I told him I had, in reference to the Survey. There are 20 acres, or more, of excellent land on a lot on the Nackawick, of the three lots that were laid off. These lands are near the Newburg; there might be a good mill site; I do not know that this would enhance the value of the lands. They have been well timbered with spruce, there is considerable lumber on them, but small. I exceeded an order of survey before without authority of Surveyor General. I was ordered to survey 30,000 acres for the New Brunswick and Canada Railroad Company, and surveyed 37,000 and some hundreds. These were under the law of the day, relating to the railway.

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induced to cut a quantity of pine timber, without license. That the said timber, adjudged to be 500 tons, was seized by Deputy Rainsford, and a penalty of £700 was imposed by said Deputy R., and he has already paid two-thirds of the amount into the Central Bank, to the credit of the Province, the sum of £266 13s. 4d., being two-thirds of amount of the penalty.

That on taking the timber to market it was found to be only 400 tons, and the sum of £700 was paid to the Province, and the balance of £300 was returned to the Central Bank, to the credit of the Province. Petitioner prays, that your Excellency will be pleased to take his case into your favourable consideration, and order that he may be relieved from any further liability, on account of the said timber, as he has already paid two-thirds of the penalty originally imposed, and as in duty bound, &c.

BIRDSELL CARPENTER. Canterbury, Aug. 28th, 1850. The petition does not appear to have gone before the Council at all. The sum of £266 13s 4d was paid by Carpenter in all. At that time, the note was taken by Mr. P. Partelow, and he being out of the £300, I was told by Rainsford, that the £300 was handed by him to Mr. Partelow; and I sent Mr. P. the account of the expenses. So it came to this—that Mr. Partelow had the £300, the note, and the account. The account never was returned to me, I think, and I understood from Rainsford, that Partelow had settled it with him; this was the last I heard of it. Some years afterwards, upon falling in with Mr. Partelow, he told me that he had paid the £300 to the credit of the Province. It is stated on the papers, that the amount had been paid into the Bank to the credit of the Province. I know of no such account between the Province and the Bank, and felt myself somewhat accountable, as the note had been in my hands. I went to the Bank and asked the Cashier if £266 13s 4d had been paid in at that time, to the credit of the Province; by which I mean August 1850. The Cashier told me, the Province had no account with the Bank. I said—"Tell me, was it paid in, or credit of John R. Partelow at that date?" He said, "he could not show a private account,"—or to that effect, after some bantering, he did so, and walking away said, "I won't show it to you, you can look for yourself,"—leaving the Book open before me. I looked at the account, where he indicated, that he had paid £300 to the Province. Mr. Partelow, in the Bank, I am aware that the Provincial Secretary had an account with the Bank, and this may have been it. I pursued the thing no further, and was glad to see it out of my hands. Some years afterwards, Mr. Ferris asked me about the disposition of this money. I told him, I believed it to have gone exactly as I have now stated. I am in hopes, upon further investigation, the whole thing will be explained. This is the Council Book, and I have been out with regard to the account and orders. [The Council book was here shown.]

"An order in Council was passed in Mr. Baillie's time, that no monies were to be paid into the Crown Land Office, to the credit of the Revenue, but to the Receiver General. This practice still continues.

"There was at that time kept at the Central Bank, a public account between the Provincial Secretary and the Bank. I was under the impression, that the matter required investigation, and may have told Mr. Ferris, that Mr. Partelow had been a member for the Province. I cannot tell whether I saw Mr. Partelow's private account, or his public one as Provincial Secretary. It was an irregular way of paying in the money, certainly.

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the transactions. I now make the same remark about the Watson and Parks land that I did to Mr. Light's, about relieving them of their purchase, but they have never expressed any desire to do so.

"About the portion of Indian Reserve in Madawaska, which has been granted to John Hart, I know from documentary evidence, that the commissioner, under the Ashburton treaty, made survey and return of a tract of 800 acres, called the Indian Reserve, at Madawaska, immediately below the Little Falls.

"This is a letter from John Emmerson, dated the 22nd April, 1853. I was under the impression, till to-day, that L. R. Combes, Esq., had signed it, and that it was the impression that there was one from Mr. Combes, somewhere. This letter was written by Mr. E., as he is, in some measure, Indian Commissioner; the letter is here produced. [The purport of Mr. Emmerson's letter, is that Louis Bernard, an Indian, states, that in the Spring of 1849, John Hart applied to him for a lease of one acre, and in 1845, for a lease of another acre, stating that he wanted the latter for James Tibbitts, to build a store upon; and that Bernard allowed Hart to occupy the land for that purpose, at £5 a year. In 1850, Bernard allowed Hart to occupy an other half-acre, at the above rate. Some years Bernard had received from Hart £15, in some £18, and one year £20, for the bay he had signed it, and he had applied to him for a lease of one acre, and in 1845, for a lease of another acre, stating that he wanted the latter for James Tibbitts, to build a store upon; and that Bernard allowed Hart to occupy the land for that purpose, at £5 a year. In 1850, Bernard allowed Hart to occupy an other half-acre, at the above rate. Some years Bernard had received from Hart £15, in some £18, and one year £20, for the bay he had signed it, and he had applied to him for a lease of one acre, and in 1845, for a lease of another acre, stating that he wanted the latter for James Tibbitts, to build a store upon; and that Bernard allowed Hart to occupy the land for that purpose, at £5 a year. In 1850, Bernard allowed Hart to occupy an other half-acre, at the above rate. 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