



COPY OF THE ARRANGEMENTS

MADE AND CONCLUDED BETWEEN

HIS MAJESTY'S GOVERNMENT,

AND THE

CANADA COMPANY;

WITH OTHER OFFICIAL PAPERS,

LAI D BEFORE THE HOUSE OF ASSEMBLY OF UPPER-CANADA, BY ORDER OF HIS EXCELLENCY THE LIEUTENANT GOVERNOR, IN CONSEQUENCE OF THEIR ADDRESS ON THAT SUBJECT.

Canada House London, 3d October, 1826

SIR:—

MR. GALT, who has been appointed by the Directors of the Canada Company to proceed on a special mission to Upper Canada, will have the honor of delivering this letter, and he is instructed to convey the strongest assurances of the personal respect of every member of the court, for the character and government of Your Excellency.

The Directors are convinced that the interests of their important establishment are identified with the prosperity of Upper Canada, which under the auspices of Your Excellency has acquired so many advantages and attracted such distinguished attention, & that their interests will be best promoted by a liberal co-operation in every measure calculated to advance the general improvement of the Province. This sentiment they will always impress on their officers & servants, and they are assured that in those transactions to which Mr. Galt may have occasion to solicit the consideration of Your Excellency, he will experience every facility which the subject may require or he can possibly expect.—By the authority of a court of Directors held this day.

I have the honor to be, Sir,

Your Excellency's most humble and very obedient servant,

(Signed)

JOHN HULLETT, Chairman

To His Excellency Sir Peregrine Maitland }
K. C. B. Lt. Governor of Upper }
Canada &c. &c. &c. }

Downing Street, 25th May, 1825.

At a Meeting held this day at the Colonial Office at which Lord Bathurst & Messrs. Downie, Hullett, Fullerton, McGillevray, Logan, and Galt were present, the following arrangement was made and concluded between Lord Bathurst on behalf of His Majesty's government, and the said Messrs. Downie, Hullett, Fullerton, McGillevray, Logan, and Galt on behalf of the Canada Company.

1.—It appearing from the award of the Commissioners that the Clergy Reserves valued by them, comprised 829430 acres, & those lands being valued at 3½ current money of Upper Canada per acre, the Canada Company would have had to pay to His Majesty's government the sum of £145,150 5 0 current money of Upper Canada, if those Clergy Reserves had been conveyed to them. In lieu of the before mentioned 829430 acres, His Majesty's government will grant and convey to the Canada Company for the same price of £145,150 5 0 currency a block of land containing one million of acres, in the territory lately purchased from the Indians in the London and Western Districts.

2.—One third part of the before mentioned sum of £145,150 5 0 currency shall be expended by the Canada Company in public works and improvements within the said block of land, and the remaining two third parts only of the said sum of £145,150 5 0 currency shall be actually paid to His Majesty's government.

3.—By the terms "public works" and "improvements" will be understood, canals, bridges, high roads, churches, wharves, school houses and other works undertaken and calculated for the common use and benefit of His Majesty's subjects resident within that part of the province of Upper Canada, in contradistinction to works intended for the use and accommodation of private persons.

4.—The plan and estimate of every such undertaking will originate with the company, and must be invariably submitted by them to the Governor in council, prior to his consent being given, that the expence of such undertaking shall be received in part of payment; and in the event of any difference of opinion arising between the company and the local government respecting the advantage or expence of any such proposed undertaking, or respecting the time or mode in which the same may most conveniently be carried into execution, the question is to be referred to the secretary of state, whose decision shall be final.

5th.—Upon the completion of any such undertaking, the Company shall lay before the Governor in Council a statement of the cost incurred by them in effecting the same, and if the Governor & Council shall deem such work to have been duly executed according to the plan upon which the estimate was founded and in such a manner as was intended at the time that the estimate was formed, the company shall be allowed credit in account for the amount actually expended provided it has not exceeded the estimate. If, however, the expense should in any instance exceed such estimate and the Governor in Council shall deem such excess to have been justified by special circumstances, the company shall in that case also be allowed credit in account for the amount actually expended, provided such sums do not exceed in the whole one third of the said purchase money of the said million acres.

6th.—The block of 1,000,000 acres of land to be allowed to the company, shall be selected by them from such part of lands, lately purchased by the Indian, as are situated in the London and Western Districts. The block shall be marked out by the Surveyor General or his deputies and shall approximate to the form of some regular mathematical figure as nearly as may be, consistently with preserving any well defined natural land marks or boundaries.

7th.—The provisions contained in the original contract of the 26th November 1824, respecting the resumption of lands by his majesty for public services, and generally all the provisions, contained in those arrangements for the security and benefit of the public, shall be applied to, and affect the lands to be substituted for the clergy reserves.

8th.—The block of one million acres of land will be surveyed and a road will be made through the blocks of clergy reserves in the district of Gore, such survey & road will be made at the expence of his majesty's government.

The company shall be allowed *sixteen years* to commence from 1st July 1826, for the fulfilment of their contract with his majesty's government.

9th.—In substitution for the provisions contained in the minutes of the agreement respecting the mode of paying the purchase money to his majesty's government it is agreed that the company shall pay

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| In the year commencing the first of July 1826, and ending the 1st July 1827, | £ 20,000 |
| In the year ending the 1st July, 1828, | £ 15,000 |
| In the year ending the 1st July, 1829, | £ 15,000 |
| In the year ending the 1st July, 1830, | £ 15,000 |
| In the year ending the 1st July, 1831, | £ 16,000 |
| In the year ending the 1st July, 1832, | £ 17,000 |
| In the year ending the 1st July, 1833, | £ 18,000 |
| In the year ending the 1st July, 1834, | £ 19,000 |
| In the year ending the 1st July, 1835, | £ 20,000 |

And in each of the seven succeeding years the like sum of £20,000.

The sums above mentioned are the amount which the Canada Company is actually to pay to his majesty's government and do not include the sums which they are to invest in public works and improvements in the block of land in the London and Western districts.

The preceding sums are the greatest amount which in each of the years above mentioned, the Canada Company shall be obliged to pay to his majesty's government, but this arrangement is not to prejudice the right of the company to lay out any greater sums of money in any of those years according to the terms of the original contract.

11th.—In the year ending the 1st July, 1843, the company shall either take up on the terms already stated all the lands then remaining to be taken up or shall terminate the contract or abandon all claim to such lands as have not at that time been taken up by them.

12th.—If any of the lands to be sold to the company shall be alleged by them to be altogether unfit for cultivation either in arable or in pasturage, arbitrators shall be appointed in the manner prescribed in the 31st article of the original contract; and such arbitrators shall decide both whether such lands or any of them are totally unfit for cultivation and what is the amount of the compensation or equivalent to be allowed to the company in respect of any such lands, and the lands which shall have been thus decided to be totally unfit for cultivation shall be thenceforth considered as having lapsed to the crown and belong exclusively to the crown.

13th.—Lord Bathurst will immediately take the necessary measures for completing the Charter of the Company with all practicable despatch.

Lord Bathurst does not consider that the formation of high roads would be a legitimate application of money within the meaning of clause No. 3 except in those peculiar and special cases in which the formation of the road may be directly conducive to the public interest of the province, and his lordship will instruct the lieutenant governor, that he is to approve of expenditure on high roads under this clause, only in those cases where such general interests may be promoted by the undertaking.

(Signed)

BATHURST.

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A B R A M Q U E R E N S

MADE AND CONCLUDED BETWEEN

HIS MAJESTY'S GOVERNMENT,

AND THE

CHINA COMPANY,

As Agents

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