

YOUVILLE, Place d'

400



archives
municipales

VOUS NOUS OBLIGERIEZ EN NOUS RETOURNANT
LE DOSSIER DANS LE PLUS BREF DÉLAI.

CE DOSSIER
CONTIENT
DES DOCUMENTS
ORIGINAUX.

ILS SONT CONSERVÉS DANS
LE FONDS DU SERVICE DU
GREFFE (VM6)

26 janvier 1833

(Signed)
Aylmer.

Province
of Lower Canada
Fiat

William the Fourth by the Grace
of God of the United Kingdom of Great
Britain and Ireland, King, Defender
of the Faith —

Enrolled in
the Registrar's
office of En-
rollments at
Quebec on Mon-
day the 20th
day of January
1833.

To all to whom these Presents
may Come, or whom the Same may
Concern —

Greeting —

(Signed)
J. Daly
Reg.

Whereas in and by an act
of the Parliament of Our Province of
Lower Canada, made and passed
in the seventh year of the Reign
of Our late Sovereign Lord George the
Fourth, and intituled, "An Act for
the Establishment of a new Market
at Montreal" it was amongst other
things enacted "That the Justice of
the peace residing in the said City
of Montreal or any five of them
named at any General meeting to be
specially convoked and held at any
time in the month of June next
for

Fiat
Recorded in the
Registrar's office
of the records at
Quebec the 29th
day of January
1833. In the ninth
Register of Letters
Patent of Land
Letter I Page 155.

(Signed)
J. Daly
Reg.

Entered
in the Audi-
tor's office the
10th day of
February 1833
in Docket
Book C.
Page 259.
(Signed)
A. W. Cockran
Auditor.

"for the purpose, are hereby constituted
"and appointed Trustees for the purpose
"of carrying this act into effect"
And Whereas in and by
an other act of the Parliament of
Our Said Province of Lower Canada
made and passed in the ninth year
of the Reign of Our Said late Sovereign
Lord George the Fourth, intituled,
"An Act to amend an Act passed
"in the Seventh year of His Majesty's
"Reign for the establishment of a
"New Market at Montreal and to
"extend the provisions of the same"
it is amongst other things enacted
"That all the provisions of the said
"Act passed in the Seventh year of
"His Majesty's Reign shall be and
"the same are hereby extended to any
"Lot or Lots of ground which may
"hereafter be granted by His Majesty,
"His Heirs and Successors for the use
"and benefit of the New Market of
"Montreal established by virtue and
"under the authority of the said Act
"and the Property of such lot or lots
"shall be vested in the Trustees afore-
"said and their Successors in office
"for the purpose of the said act."
And whereas the said
Trustees

Trustees by the said first mentioned act appointed as aforesaid by their petition bearing date at Montreal the seventh day of July in the year of Our Lord one thousand eight hundred and twenty nine have humbly represented to us to grant unto them the said Trustees and to their Successors in office for ever a certain lot or piece of ground situate lying and being in the City of Montreal in Our said Province and hereinafter particularly described in pursuance with the provisions and for the purposes of the said acts.

And whereas it has been judged reasonable and advisable by Our faithful and beloved Matthew Lord Aylmer now being Our Governor in Chief of Our said Province by and with the advice and consent of Our Executive Council of Our said Province that we should grant unto them the said Trustees and their Successors in office the said lot or piece of ground for the purposes in the said Act contained.

And whereas by virtue of a certain warrant of Survey to him for that purpose directed under the hand and seal of our said Governor.

Governor in Chief as aforesaid bearing
date at our Castle of Saint Lewis in
Our Said City of Quebec the seventh
day of October in the year of Our Lord
one thousand eight hundred and thirty
two, Joseph Bouchette, Esquire our
Surveyor General of and for our Said Pro-
vince of Lower Canada hath made
a faithful and exact Survey of the
Said Lot or piece of ground and the
same hath laid out for the Said
Trustees according to the Said warrant
of Survey.

Now Know Ye that We, having
taken the premises into Our Royal consi-
deration and Judging the Said Petition
to be reasonable and therefore being willing
to grant to the Said Trustees the lot
or piece of ground so as aforesaid surveyed
and laid out for the Said Trustees
and for the purposes of the Said acts
as aforesaid by our Said Surveyor General
of Our especial grace certain knowledge
and more motion have given granted
and confirmed and by these presents
do give, grant and confirm for Us,
Our Heirs and Successors unto the
Said Trustees and their Successors in
office for ever the Said lot or piece
of ground so as aforesaid surveyed
and

and laid out being a certain vacant
lot or piece of ground situate lying
and being in Our City of Montreal
in Our Said Province of Lower Canada
being bounded and abutted as follows,
that is to say: on the North West by
College Street, on the South East by
Foundling Street, on the South West by
the ground belonging to the college
of Montreal and on the North East
by Mc Gill Street, beginning at the
Northern angle of the said Ground
belonging to the college of Montreal
on the South East line of College
Street, and running from thence along
the line of the said Street two hundred
and thirty feet to the intersection of
the South West line of Mc Gill Street,
thence South Easterly along the line
of the said Street two hundred and
nine feet and a half crossing the
Little River to the Intersection of the
North West line of Foundling Street
Thence South Westerly along the line
of the said Foundling
Street two hundred and sixty feet
to the prolongation of the North East
line of the aforesaid College ground,
thence North westerly along the said
alignment and line two hundred
and

230 ft
to Mc Gill
on College

209 1/2 on McGill

260 ft on
Foundling

and sixty feet to the place of Beginning
To have and to hold the said Lot
or piece of ground and premises of us,
~~our~~ heirs and Successors, unto them the
Said Trustees and their Successors for
ever under the provisions and for the
purposes of the acts of Our Provincial
Parliament aforesaid in free and common
Socage by fealty only in lieu of all
other and all manner of rents, ser-
vices, fines, dues, duties, claims and
demands whatsoever in like manner
as Lands are holden in that Part
of Great Britain called England.

Provided always and
we do hereby expressly reserve to us,
our Heirs and Successors all Mines
of Gold and Silver which now are
or shall be found upon the aforesaid
described Land and premises hereby
granted or any part thereof so that
the said Mines and each of them
shall belong to us, our Heirs and
Successors in as full and ample
a manner as if the present grant
had never been made.

And We do hereby ex-
pressly reserve to us, our Heirs and
Successors full power, right and
authority to make and use all
Such

Such roads, ways and passages over the
Said Land and premises hereby granted
or any part thereof and also to take,
Stop, direct and use all such Rivers,
Streams ponds and bodies of water
as shall by Us or them be judged
necessary or convenient for working
or improving the Said mines or any
of them.

And provided further if any
mine or mines of Gold or Silver shall
be found on the Said Land and
premises hereby granted our Said Grantees
and their Successors in office possessing
Such Lands or any part of the same
shall within the space of six months
after the discovery of such mine or
mines give notice of the discovery thereof
to our Governor, Lieutenant Governor,
or person administering the Government
of Our Said Province for the time being
and if they shall make default
therein the present Grant of the Said
Land at the end of the Said six
months next ensuing after such dis-
covery shall become void and the
Said Land hereby granted shall
revert and escheat to Us, Our Heirs
and Successors in the same manner
as if the present grant had never
been

been made any thing herein contained
to the contrary in any wise notwith-
standing.

And We do hereby expressly
reserve to Us, our Heirs and Suc-
cessors a right of making any number
of Public roads or highways of a
breadth not exceeding one hundred
feet through any part of the Said
Land and premises hereby granted,
except such parts whereon any
dwelling houses or other houses or
buildings shall be erected.

And We do hereby also
expressly reserve to Us, Our Heirs
and Successors full power, right
and authority to erect and build
any Forts and Fortresses or to make
any other works of Military Defence
on any part of the Said Land
and premises hereby granted, that
may by Us Our Heirs or Successors
be deemed necessary for the peace
and safety of Our Said Province
whenever We or they shall signify
it to be our or their pleasure so
to do by an order given by Us or
them in our or their Privy Council
in Great Britain or whenever it
shall be judged advisable or
expedient

expedient so to do by Our Governor,
Lieutenant Governor or person adminis-
tering the Government of Our Said
Province for the time being by and
with the advice and consent of
Our Executive Council of Our Said
Province.

And We do hereby direct
and appoint that within six
months from the day of the date
of these presents a copy of this Our
Grant shall be registered in Our
Registrar's Office in Our City of Quebec
in Our Province of Lower Canada, and
that a Docket thereof shall also be
entered in Our Auditor's Office in
Our Said City of Quebec and that in
default thereof the said Land and
premises hereby granted shall revert
and escheat to Us, Our Heirs and suc-
cessors and become the absolute property
of Us or them in the same manner
as if the present grant had never
been made any thing herein con-
tained to the contrary in any wise
notwithstanding.

In testimony whereof.
We have caused these Our Letters to
be made patent and the Great Seal
of Our Said Province of Lower Canada
to

to be hereunto affixed. Witness Our Right
Trusty and Well Beloved Matthew
Lord Aylmer, Knight Commander of
the Most Honourable Military Order
of the Bath our Captain, General and
Governor in Chief in and over our
Province of Lower Canada and Upper
Canada, Vice Admiral of the Same.
&c., &c., &c.

At Our Castle of Saint Lewis
in Our City of Quebec, in Our said Province
of Lower Canada, the twenty-sixth
day of January, in the Year of Our
Lord one thousand, eight hundred
and thirty three and in the third year
of Our Reign.

(Signed)

J. Daly
Secretary.

Provincial Registrar's Office
Quebec June the 9th 1898.

I do hereby certify the within to be
a true and faithful copy of the Record
of the Original Letters Patent, as entered
in Libro 7 Special Grant. Folio 155.

Jos. Rivin

Deputy Registrar of the Province

A
GUIDE
TO THE
BUSINESS
OF THE
CUSTOM-HOUSE AND HARBOUR
OF
MONTREAL,

CONTAINING

AN ACCURATE TARIFF—DIRECTIONS FOR ENTERING AND CLEARING SHIPS AND
MERCHANTIZE—COPIOUS FORMS OF ENTRIES—HARBOUR DUES—STEAM-
BOAT FREIGHTS—MERCHANTS' CHARGES—CANAL TOLLS—
RATES OF STORAGE, &c. &c.

MONTREAL:
PRINTED AT THE DAILY ADVERTISER OFFICE.

1834.

PREFACE.

If there be any place requiring a Customs Consolidation Act, it is the Province of Lower Canada. To the complicated nature of our Duties, every merchant in the town will bear testimony, and if this be insufficient, let the forms of Entries which are now published stand on record as evidence of the fact.

In the first place we have two systems of duties. Those levied under the authority of Imperial Acts, and those levied by the Provincial Legislature. The former first engage our attention, and it may be well to enquire whether they cannot be simplified without interfering in any way with the intention which the Imperial Legislature had in view in imposing them.

The object of the Crown duties is two-fold. Their first and principal purpose is that of raising a revenue, their second that of favoring the trade between Great Britain and this Colony.

As far as the Crown duty on Spirits is concerned we have nothing to object to. It is levied in the simplest way the nature of the case admits, namely, at so much per gallon, the only difficulty arising from the difference between currency and sterling. This difficulty can scarcely be avoided while the Crown continues to hold a control over certain duties for the regulation of trade, inasmuch as there are almost as many different currencies as there are colonies; hence, a different act would be necessary for every one—a task which it would be unreasonable to impose on the Imperial Legislature.

Such is the state of the Spirit duties, and we cannot see any reason why the Wine duties cannot be assimilated thereto.

In the first place, the 10s. Crown duty gives more trouble than it is worth. In three years we have not imported 6000 tons of Wine, so that the average amount of the 10s. duty is about £1000 a-year, and last year it amounted to less than £1300. Now when we consider the trouble it gives to the Custom House Officers, the expence of its collection, and the loss of time to the Merchants in passing the entries, we think we shall find many to join us in a desire to see it given up; and we are convinced that a representation to the proper authorities at home, stating the above facts would be successful.

The duty on Wines from the place of growth is more important. It is however rather a protecting than a revenue duty, it amounts to something over 6d. ψ gallon, and entries would be materially facilitated and simplified, were it to be changed thereto.

The next duty which we shall notice is the duty of 7½ ψ cent. which is not levied when it amounts to less than the previous duties, hence it is only chargeable on Wines of a very high price, such indeed as seldom come to this Colony. The revenue and the protection also which it affords, must be next to nothing, hence its only effect is to give all parties trouble and to increase the expences of collection. No injury could occur from its immediate abolition.

The next duty which we are called upon to notice is the further duty of £7 7s. ψ tun on Wines from Great Britain in Foreign bottles, and on Wines from the place of growth in Foreign or British bottles—the latter being accounted foreign when from foreign places. We are ignorant of the object of this duty, unless it be an additional protection to the English glass manufacturer. If such be the object, and if it be deemed desirable to continue it, let an additional duty of 6d. be levied in its place; that is, converting the previous Crown duty of 6d. into 1s. on Wines in foreign bottles. However, when we consider that all the bottled Wines imported into Canada do not exceed 30 tons, consequently that the duty we are speaking of does not amount to £220 sterling, it must be confessed that there is little object in its retention, especially when the glass manufacturer of the United Kingdom has a direct protection of 1s. ψ dozen. We compute all the bottled Wines imported at about 3000 dozen. Supposing they are all in foreign bottles, the duty of 1d. would only amount to £150, but it must be evident that a large portion is in British bottles from the United Kingdom, which are free from both the above duties, hence our sums of £220 and £150 are too large by perhaps one third or one half.

By thus simplifying the duties on Wines, let the reader look at our forms of entries and observe how many deductions, additions and calculations would be spared; and then let him say if all have not an interest in some judicious scheme of consolidation.

In the next place, let us call attention to our Provincial acts. The Provincial duties computed in currency are levied on the authority of three acts, viz. the 33d, 35th and 55th of George III. Hence we have three lines of figures when one would answer. This is not all, we have three terms of payment, three bonds are to be filled up and signed, and in every way three times the work, which would otherwise be necessary, has to be done. Let us therefore hope that an act of the 5th of

Dates.
 Essence of Bergamot, Lemon, Roses, Citron,
 Oranges, Lavender, Rosemary—Emery stones.
 Fruit, preserved in Sugar or Brandy—Figs.
 Honey.
 Juniper Berries.
 Iron in bars, Unwrought and Pig Iron, Incense
 of Frankincense.
 Lentils, Lava and Malta stone for building.
 Marble, rough and worked, Mosaic work, Medals,
 Musk, Macaroni.
 Nuts, of all kinds.
 Oil of Olives, of Almonds, Orris Root—Ostrich
 Feathers, Ochrea, Orange Buds and Peel,
 Olives.
 Pitch, Pickles in jars and bottles, Paintings, Punk,
 Pozzolana, Pumice Stone, Parmesan Cheese,
 Pickles, Pearls, Prints, Precious Stones, (except
 Diamonds.)
 Quicksilver.
 Raisins.
 Sausages, Sponges.

Tar, Turpentine.
 Vermillion, Vermicelli.
 Whet Stones. At £30 per cent.
 Clocks and Watches.
 Leather Manufactures, Linen.
 Musical Instruments.
 Wires of all sorts.
 Books and Papers.
 Silk Manufactures.
 At £20 per cent.
 Glass and Manufactures of Glass.
 Soap.
 Sugar Candy, Refined Sugar.
 Tobacco, manufactured.
 Cotton Manufactures.
 At £15 per cent.
 Goods, Wares or Merchandise, (being foreign)
 not otherwise charged with duty, and not here-
 in declared to be free of duty, 3 and 4 Wm. IV.,
 cap. 59.

TABLE OF FREE GOODS.

By the Provincial Acts 53 Geo. III. cap. 11, sec. 5 and 8—55 Geo. III. cap. 2, sec. 4
 59 Geo. III. cap. 17, sec. 1.

Apparel, for private use.	Grain of all kinds	Potatoes	Seeds
Beef, salted	Horses	Packages containing	Skins*
Butter*	Hogs	goods	Tar*
Barley	Honey*	Rice	Turpentine*
Beans	Hemp	Rye	Wheat
Cattle	Indian Corn	Rosin	
Cheese*	Live Stock	Household Goods and necessaries of all kinds,	
Fish, salted†	Oats	which any person or persons coming into this	
Fish Oil‡	Oil, (Fish Oil)‡	Province, for the purpose of actually settling	
Flax	Pork, salted	therein, shall import or bring with them for their	
Flour	Pease	own use, and for the use of their families.	
Furs*	Pitch*		

NOTE.—Some doubts exist concerning the duty on Hides. The question is, whether they are free under the general denomination of Skins, or whether they are liable to 2½ cent. as Goods, Wares and Merchandise; the Collector at St. Johns has lately admitted them without duty, under the former interpretation.

FREE GOODS OF FOREIGN PRODUCTION.

By Imperial Act 3 and 4 Wm. IV., cap. 59—But liable to Provincial Duties, unless free by Provincial Acts.

Coin, Bullion and Diamonds; Horses, Mules, Asses, Neat Cattle, and all other live stock, Carriages of Travellers.

Raw Hides and Tallow; Rice, Corn, and Grain, unground, Biscuit or Bread; Meal or Flour, Beef and Pork, Hams and Bacon, Wood and Lumber; Cabinet-Makers' Wood; Hay and Straw; Fruit and Vegetables; Salt; Cotton Wool; Drugs, Gums or Resins; Dye Wood; and Hardwood, Tortoiseshell; Hemp, Flax, Tow; Fresh Meat and Fish.

Goods the produce of places within the limits of the E. I. Company's Charter, imported from those places, or from the United Kingdom, or from some place in the British Dominions.

Lumber the produce of, and imported from any British Possession on the West Coast of Africa.

Herrings taken and cured by the inhabitants of the Isle of Man, and imported from thence.

Any sort of Craft, Food and Victuals, (except Spirits,) and any sort of Clothing, and Implements and Materials, fit and necessary for the British Fisheries in America, imported into the place at, or from whence, such Fishery is carried on. No exemption from duty under Provincial Acts on articles for the use of the Fisheries, unless specially free.

IMPORTED DIRECT FROM THE WAREHOUSE IN THE UNITED KINGDOM.

Seeds, Fruits; Pickles; Oakum; Pitch, Tar, Turpentine, Ochres; Brimstone; Sulphur; Vegetable Oils; Burr Stones; Dog Stones; Hops; Cork; Sago; Tapioca; Sponge; Sausages; Cheese, Cider; Wax; Spices; Tallow; Wheat, Flour, Wood of all sorts.

All goods imported from the United Kingdom, after having there paid the duties of consump-

* If Foreign—will pay the Foreign duty.
 † If Foreign—prohibited.
 ‡ Liable to Provincial duty.

tion, and being exported from thence without drawback.

N. B.—If any of the articles enumerated in the list of Goods which are subject to the duty of $7\frac{1}{2}$ cent. should come under any of the gene-

ral denominations (such as Drugs or Gums, &c.) of articles duty free, such articles will nevertheless be free, notwithstanding their being named in that list.

TABLE OF PROHIBITIONS, EXCEPT FROM THE UNITED KINGDOM OR SOME OTHER BRITISH POSSESSIONS.

3 and 4 William IV. cap. 59.

Arms	Fish, dried or salted
Ammunition or Utensils of War	Gunpowder
Books,* for sale	Oil, Blubber, Fins, or Skins, the produce of creatures living in the sea.†
Teat	
Base or Counterfeit Coin	

of salt which shall be exported from the Port of Quebec to any port or place beyond or below the limits herein before mentioned, (namely, below the limits of Lower Canada,) and there shall be allowed, and paid by the said Collector, *sevenpence* for every tierce of salted salmon, and *fourpence* for every barrel of beef, or pork, or of salted fish of any kind, and so on, in proportion for any greater or less package exported from the Port of Quebec to any port or place out of this Province."

Drawbacks.—By the Provincial Statute 35 Geo. III, c. 9, sec. 4, it is enacted, "that there shall be allowed, and paid by the Collector of the Customs, out of the duties which shall be by him received under this Act, a drawback of *fourpence* for every minot

INSTRUCTIONS TO MASTERS OF SHIPS.

As a step preliminary to reporting a vessel the master must proceed to the post-office, and get a certificate that he has presented himself there and delivered his letters, if he have any. Without this he cannot be admitted to enter his vessel.

It should be observed, that the certificate in question is still required, even though he has no letters.

He now presents himself to the officers of the Customs, who will furnish him with a blank form in duplicate, both of which he must fill up. This form—numbered 42—must contain an abstract from the caskets of all the Foreign goods on board the ship, specifying their gauges, weights, measures, or contents: also, of all goods paying specific duties under Provincial Acts, such as salt, playing cards, &c.; concluding by "sundry goods, as per manifest annexed," two copies of which are also required.

At the bottom of the enumeration, and immediately above the declaration, must be entered:—1st, the first name on the register; 2d, the number of the register, place where, and year when registered; and, 3d, the agent's name.

The penalty incurred by making a false report is £100, and goods omitted are liable to seizure.

The following is a report filled up:—

INWARDS—PORT OF MONTREAL,
In the Ship *Rapid*, British built, property all British, about three hundred and five tons, with

sixteen men British, and no men Foreigners, besides A. B., a British man, Master for this present voyage from Liverpool.

A 1 @ 120,	120 pps Brandy,	14,400	gs fm Warsh
B 1 @ 60,	60 " Gin.....	7,200	" "
X 1 @ 20,	20 " Madeira	2,200	" "
C D			
21 @ 90,	70 " O Wines	8,400	" "
P 1 @ 60,	60 hds R Sugar	720	" "
G 1 @ 2,	2 cses P. Cards	100	packs "
G 3 @ 7,	4 hds Salt.....	50	bushs "

And sundry Goods, as per Manifest.

John Jones,
No. 56, Liverpool, 1832.
G. D. & Co. (Agents)

I DO DECLARE that this entry now tendered and subscribed by me is a just report of the name of the above-mentioned ship, its burthen, built, property, number, and country of mariners, the present master and voyage: And that it further contains a true account of the lading of the said ship, with the particular marks, numbers, quantity, quality, and consignment of all the goods and merchandises in the said ship, to the best of my knowledge and belief; and that bulk hath not been broke, nor any goods delivered out of the said ship since her loading in Liverpool.

A. B., Master.

Declared before me,
the sixth day of May, 1834.

Signed by the Collector.

* Such as are prohibited to be imported into the United Kingdom; namely, first composed or written in the United Kingdom, and printed or reprinted in any other country, and imported for sale, except books not printed in the United Kingdom within twenty years; or being parts of collections, the greater parts of which had been composed or written abroad.

† Except by the East India Company, or with their license. [This clause expires with the East India Company's charter.]

‡ Unless taken by British ships fitted out from the United Kingdom, or from some British Possession, and brought in from the fishery, and except Herrings from the Isle of Man, taken and cured by the inhabitants thereof.

Having completed this task, he must produce his register to be recorded, when the following certificate is delivered to him which he should carefully keep with his ships papers, to show the tide-surveyor that he is duly reported:—

PORT OF MONTREAL.

These are to Certify all whom it doth concern, that A. B. Master of the ship *Rapid*, from *Liverpool*, hath duly reported his Vessel inwards according to Law.

Given under my hand at the Custom-House of Montreal, this sixth day of May, 1834.

C. D. Collector.

So far the Master's task is completed, and he has nothing to do but to attend to the delivery of his cargo, as the Permits are given to the Custom's officer on board by the several consignees, for without permits, not a package must be delivered.

When the ship is quite discharged, the Master will receive from the Tide Surveyor the following clearing note:—

I do hereby certify that I have Searched the Ship *Rapid*, A. B. Master, from *Liverpool*, and that nothing remains on board but Stores and Provisions.

Custom House, Montreal.

Signed by the Tide Surveyor.

He must now procure from a Stationer a form of Entry outwards which he or his Merchant must fill up as follows:—

ENTRY OUTWARDS FOR London.

The Ship *Rapid*, British built, three hundred and fifty tons burthen, registered at the Port of *Liverpool* in *England*, navigated by fourteen men, all British, besides A. B. a British man, Master.

A. B. Master.

Montreal, May 6, 1834.

With these two last papers he proceeds to the Custom House, where a paper to the following effect is delivered to him, when he may at once take in such goods as he receives permits for.

PORT OF MONTREAL.

These are to Certify all whom it doth concern, that A. B. Master of the *Rapid*, from *Liverpool*, hath duly reported his said Vessel outwards* for *Liverpool*.

Given under my hand at the Custom House, Montreal, this Sixth day of May, 1834.

Signed by the Collector.

It sometimes happens, however, that the peculiar construction of a ship, renders it unsafe to discharge "all her inward cargo till she has taken something on board" to stiffen her," as the expression is. This permission is always readily granted, and the mode of application is by a letter to the Collector and Comptroller, praying permission to put on board—say 100 barrels of Pot Ashes.

On applying personally at the Custom House, the following paper is delivered to the Master, which he must fill up in strict conformity with his letter.

PORT OF MONTREAL, June 1, 1834.

Application having been made to us to permit One hundred barrels of Pot Ashes to be

shipped on board the *Rapid*, A. B. Master, for *Liverpool*, before the whole of her inward Cargo is discharged, in order to stiffen the said Vessel, and to prevent her upsetting. You may permit the same to be done accordingly, previous to her being entered Outwards, taking care that no expense or risk be incurred by the revenue.

A. D. Collector.
E. F. Comptroller.

To the Landing Surveyor and Landing Waiter.

He may now take in the 100 barrels of Ashes, but no more.

Occasionally difficulties have arisen from Masters thinking they could go on taking in without further notice; they must bear in mind, however, that the above stiffening order is for a specific purpose, and that when that purpose is answered and they have discharged their inward cargo, they must still get the clearing note and proceed as described in the third and fourth forms.

The Master's business is now done till the cargo is all on board.

It may not be deemed out of place to state here that an entry outwards must be passed by the shipper for every package shipped. It must describe the Goods, Packages, Marks, Numbers, and Produce (whether Colonial or Foreign) according to the following form, which must be provided by the Shipper:—

(OUTWARDS.)

PORT OF MONTREAL.

In the *Rapid*, A. B., Master, for *Liverpool*:—

S 1 @ 6. Six Barrels Pearl Ashes, produce of Canada.

L 1 @ 22. Twenty-two barrels Pot Ashes, produce of Canada.

X. Y. (Shipper.)

A permit to load is then given to the person who passes the entry, to be by him placed on board the ship. The following is the form, the italics shewing the manner in which it should be filled up:—

(OUTWARDS.)

You are hereby permitted to load or take on board the *Rapid*, whereof you are Master, and bound for *Liverpool*:—

S 1 @ 6. Six Barrels } Ashes.

L 1 @ 22. Twenty-two Barrels }

To be Shipped by X. Y.

Given under my hand at the Custom-House of Montreal, this sixth day of May, 1834.

To A. B. Master of }
the Ship *Rapid*. }

Signed by an Officer of Customs.

It is here necessary to remark, that cases have occurred where merchants' clerks and others, on finding that they have omitted to specify some trifle in their entry outwards, have subsequently, without meaning any wrong, inserted it in their permit outwards. We, therefore, cite the clause in the 3 and 4 Will. IV., c. 59, which provides a penalty.

XCVII. And be it further enacted—That if any person shall, in any of his Majesty's possessions abroad, counterfeit or falsify, or wilfully use when counterfeited or falsified, any entry, warrant, cocket, transire, or other document for

* By the 17th section of the 3d and 4th William IV. cap. 59, a penalty of L.50 is incurred by the Master, should he take goods on board previous to passing an entry outwards.

the unloading, lading, entering, reporting, or clearing any ship or vessel, or for the landing, shipping, or removing of any goods, stores, baggage, or article whatever, or shall by any false statement procure any writing or document to be made for any such purposes, or shall falsely make any oath or affirmation required by any act for regulating the trade of the British possessions abroad, or shall forge or counterfeit a certificate of the said oath or affirmation, or shall publish such certificate knowing the same to be so forged or counterfeited, every person so offending shall for every such offence forfeit the sum of two

hundred pounds; and such penalty shall and may be prosecuted, sued for, and recovered in like manner and by such ways and means as any penalty may be prosecuted, sued for, and recovered under the provisions and directions of the said last mentioned act.

When the loading of the ship is completed, all the goods must be entered in a manifest to be procured at a Stationers. Two copies* are required by the Custom House, and the following form will explain how the same is to be made out:—

MANIFEST OUTWARDS.

Manifest Outwards of the *Rapid*, of *Liverpool*, British built, burthen, per Register, three hundred and five Tons, navigated by sixteen Men, besides A. B. Master, bound to *Liverpool*.

MARKS & NUMBERS.	PACKAGES AND CONTENTS.	WEIGHT & MEASURE.	VALUE STERLING.	SHIPPERS.	CONSIGNEES.
I & C. 1 & 2	55 barrels Port Ashes,	242 1 25	223 18 2	R. M. & Co.	Order.
"	23 do Pearl do	84 1 18	96 7 2	S. & L.	W. A. & G. M.
"	10 do Port do	49 1 2	40 15 7	H. G. & Co.	do
"	10 do Pearl do	27 1 2	41 7 0	do	do
"	400 do Flour		500 0 0	C. D.	A. L. & P.
"	40 do Beef,		72 0 0	H. G. & Co.	W. A. & G. M.
"	30 do Pork,		81 0 0	do	do
"	20 do Beef,		39 0 0	do	do
"	10 do Pork,		27 0 0	do	do
"	1200 pieces Domestic Slaves, ex Ware-		68 10 0	do	Order.
"	house, imported in said vessel,			do	do
"	landed and re-shipped.			do	do
"	2400 do W. I. Slaves,		23 8 0	do	do
"	Manifest annexed.			do	do
"	4 bbls Leaf Tobacco, per separate		36 13 4	L. N. & Co.	C. & R.
"	2 puns, Furs, coat's per specific annex,			I. C.	T. C.
"	2 trunks Printed Cotton Goods, Return-		1920 0 0	W. C.	R. P.
"	ed, imported from London by			do	do
"	Cherry, 5th May last,			C. D.	do
"	400 minims of Whisky.		100 0 0	do	do

Montreal, Sept. 21, 1832

(Signed) A. B.

* Contents of 2 puncheons Furs, marked T. & C.

400 Beaver Skins, 4 cwt.	£400
100 Otters	130
1000 Martins	400
1000 Minks	130
400 Muskrats	20
300 Fox Skins	150
	£1220

RECAPITULATION.

To be inserted at the foot of the Manifest.

PACKAGES AND CONTENTS.	WEIGHT & MEASURE.	VALUE STERLING.
55 barrels Port Ashes,	242 1 25	223 18 2
23 do Pearl do	84 1 18	96 7 2
10 do Port do	49 1 2	40 15 7
10 do Pearl do	27 1 2	41 7 0
400 do Flour		500 0 0
40 do Beef,		72 0 0
30 do Pork,		81 0 0
20 do Beef,		39 0 0
10 do Pork,		27 0 0
1200 pieces Domestic Slaves,		68 10 0
house, imported in said vessel,		
landed and re-shipped.		
2400 do W. I. Slaves,		23 8 0
Manifest annexed.		
4 bbls Leaf Tobacco, per separate		36 13 4
2 puns, Furs, coat's per specific annex,		
2 trunks Printed Cotton Goods, Return-		1920 0 0
ed, imported from London by		
Cherry, 5th May last,		
400 minims of Whisky.		100 0 0
		£2613 5 9

It will be observed, that the line describing the Tobacco, says, "per separate Manifest annexed." As the form of such separate Manifest is precisely similar to the above, it will be sufficient to observe that the mode of filling it up only differs from an ordinary Manifest, in requiring that the gross weight—Tare—and net weight of each cask are required. The contents of the packages of Furs must be specified, together with the weight of the Beaver Skins, but of none other.

*NOTE.—Only one Manifest is required, if the vessel be bound to the other N. American Colonies.

With regard to the recapitulation, some doubts have arisen as to such being required by law—the 3 and 4 Wm. IV. chap. 52, expressly requires a recapitulation.

Wheat and Flour exported to Great Britain require declaration of production, of which the following is the form:—

I, C. D. of Montreal, do declare that I am the Shipper of four hundred minots of Wheat, and four hundred barrels of Wheat Flour, on Board the Rapid, A. B. Master, bound for Liverpool, and that the said Corn and Flour is the produce of Lower Canada, the same being a British possession out of Europe.

Dated this first day of May, 1834.

C. D.

Memorandum:—

To remain of record in the Custom House:—
Declaration of Shipper, or owner, or Proprietor of Corn, Meal, or Flour, 9 Geo. IV. ch. 60. sec. 4.

This declaration remains on record in the Custom House, but a duplicate is made out to be transmitted with the ship's papers, with the following certificate at foot

PORT OF MONTREAL.—Content in the Rapid, A. B., Master, for Liverpool, three hundred and three tons, no guns, sixteen men, no Passengers or Troops, British built of Liverpool.

MARKS AND NUMBERS OF PACKAGES.	SHIPPERS.	QUANTITY AND DESCRIPTION OF GOODS.	CONSIGNEES.
M. 1 @ 55	R. M. & Co.	55 Barrels Pot Ashes, produce of Canada.	Order.
B. 1 @ 25	S. & L.	25 do. Pearl Ashes, do. do.	R. & G. B.
H. G. 1 @ 10	H. G. & Co.	10 do. Pot, do. United States.	W. A. & G. M.
" 11 @ 20	Do. do.	10 do. Pearl, do. do.	Do. do.
L. S. 1 @ 168	Do. do.	400 do. Flour, do. Canada.	A. L. & P.
L. P. 1 @ 232	Do. do.	40 do. Beef, do. do.	W. A. & G. M.
H. G. 1 @ 40	Do. do.	30 do. Pork, do. do.	Do. do.
" 1 @ 30	Do. do.	20 do. Beef, do. do.	Do. do.
" 1 @ 20	Do. do.	10 do. Pork, do. do.	Do. do.
" 1 @ 10	Do. do.	1200 ps. Dantzic Staves, ex-Warehouse, imported in said Vessel, Landed and Shipped.	Order.
	Do. do.	2400 W. I. Staves, produce of Canada,	Do.
	L. N. & Co.	4 hds. Leaf Tobacco, as per separate Manifest annexed, produce of Canada.	C. & B.
J. & C. 1 & 2	J. C.	2 puns. Furs, contents per specification annexed, produce of Canada.	T. C.
[C.] 1 & 2	W. C.	2 trunks Printed Cotton Goods returned, imported from London, by the Ottawa, 5th May last.	R. P.
	C. D.	400 minots of Wheat.	Do.

I A. B., Master of the Vessel above-named, do declare the Content above written, now tendered and subscribed by me, is a just and true account of all the Goods laden on board my Ship for the present voyage, and of the names of the respective Shippers and Consignees of the said Goods, and of the Marks and Numbers of the Packages containing the same.

Declared before me, at the Custom House, at the Port of Montreal, the 21st day of September, 1833.

A. B., Collector.

Master's Content or Report Outwards (Short.)

By the 17th sec. of 3 and 4 Wm. IV. chap. 59, a penalty of £100 is incurred by the Master who shall give a false Content.

Two other particulars are necessary to be observed:—

When a ship brings out coals or cinders, the Master or Consigner should be particularly cautious to procure on clearing at the Custom House a certificate of the due landing there-

I hereby certify that the above is a true and accurate Copy of the Declaration subscribed by the said C. D.

A. B. Collector.

Certificate of Officer of Customs to Copy of Declaration, 9 Geo. IV. ch. 60, sec. 4.

Besides the above certified declaration, a separate certificate of declaration has to be made; and which, when signed by the Collector, is also transmitted with the ships papers. The form is as follows:—

I A. B. Collector of the Customs, at Montreal, do hereby certify, that C. D. hath declared to be shipped four hundred minots of Wheat, and four hundred barrels of Wheat Flour, on board the Rapid, A. B. Master, bound for Liverpool.

Dated this first day of May, 1834.

A. B. Collector.

Certificate of Officer of Customs of Quantity of Corn shipped under 9 Geo. IV. ch. 6, sec. 4.

In addition to the two Manifests, a form is furnished by the Custom House to be filled up with a further specification of the Cargo. It is as follows:—

of, to enable the exporters to get the Bonds which are entered into at the time of shipment cancelled.

It is also absolutely necessary that the Master procure from the Wharfinger a certificate of the time the ship has been at the wharf.

With shipments of Rum from the British North American Colonies, certificates are transmitted, to be completed and returned to enable the shippers to cancel the bonds which they gave, that the same should be duly landed. Consignees of vessels from the British North American Colonies, should on no account neglect to complete such certificates.

Having performed all the above duties, which, although sufficiently numerous, present no peculiar difficulties, the Master receives from the Collector and Comptroller of the Customs his clearance outwards, when he may proceed to sea.

FORMS FOR ENTRIES INWARDS.

The complicated nature of the calculations required in passing entries for Wines and Spirits imported into Canada, renders a verbal description quite inadequate to explain in what form such entries should be made out; we, therefore, offer to the mercantile public a set of forms of entries adapted to every possible circumstance under which Wines and Spirits can be imported.

These forms have been submitted to the Officers of His Majesty's Customs at this Port, and have been pronounced to be correct.

Wines are received at this Port:—

1. From the United Kingdom—2. From the place of Growth.

The packages in which Wines are received are:—

1. In Wood—2. In British Bottles—3. In Foreign Bottles.

1. FROM THE UNITED KINGDOM.			
1 in Wood or 2 in British Bottles.			
A. 20 pipes Madeira.	£ s. d.	£ s. d.	
2200 gs @ 10s 4½ tun	4 7 4		
Less 3 ½ ct 66 gs	Add 2-13	0 13 4	
			5 0 8
2134 gs @ 4d.	35 11 4		
2d.	17 15 8		
3d.	26 13 6		
	£		80 0 6
Value ½ declar. 1200			
Add 1-10...	120		
		Sterling.	
	1320 @ 7½ ½ ct	99 0 0	
Less previous duties		76 7 10	
			22 12 2
Loss 1-10 coming from wareh.		2 5 2	
			20 7 0
Add 2-13.....		3 2 5	
			23 9 5

NOTE.—On Wines and Spirits add ONE-SIXTH only to Imperial measure, to bring it into old gallons. The real difference is one-fifth, but it is better to reduce the quantity, as an allowance for leakage. It will be found to save trouble in completing entries.

The following is the form of the Declaration required by the 3 and 4 of William IV., cap. 59, sec. 23:—

I, A. B., do hereby declare that the articles mentioned in the entry, and contained in the packages A. 1 @ 20, 20 pipes, are of the value of one thousand two hundred pounds sterling. Witness my hand, the 5th day of May, 1834,

A. B.

The above declaration signed the 5th day of May, 1834, in the presence of C. D., Collector.

N. B.—The declaration may be signed in the presence of any other principal officer of the Customs.

With regard to the 7½ ½ cent. duty, it must be obvious, that it is only very high priced Wines that are subject thereto; hence, it is but seldom chargeable. When

the price is just so low as to render the 7½ ½ cent. less than the previous duties, it is only stated without being carried out thus:—

Value ½ declaration £800
Add 1-10..... 80

£880 @ 7½ ½ ct. £66 0 0

BONDS.—The Provincial duties are levied according to several Acts of the Provincial Parliament. The 33 Geo. III. levies 4d. on Madeira and 2d. on other wines; the 35, 2d. on Madeira and 1d. on other wines; and the 55 of the same king, 3d. on Madeira and other wines. On these several duties credit is given, provided the duties under each act amount to £20, the importer giving a bond, with one, two or more signatures, to the satisfaction of the Collector.

LENGTH OF CREDIT.—Bonds given by authority of the 33 and 35 Geo. III. are payable at four months from date, but if dated after the 1st of September they are still held to fall due on the 1st of January; so, in like manner, eight months credit is granted on bonds for duties levied under the 55 Geo. III., the period of credit not to extend beyond the 1st of May.

NO DAYS OF GRACE ON BONDS.—By the 35 Geo. III., cap. 9, sec. 13, it is enacted, that "where any bond for the payment of rates and duties shall not be satisfied on the day it shall become due, the collector shall forthwith cause a prosecution to be commenced for the recovery of the money due thereon, by action or suit at law in any of His Majesty's Courts of King's Bench in this Province."

2 in Foreign Bottles.

A. 1 @ 10, 10 cases Madeira	L. s. d.	L. s. d.	
50 doz. † 120 gs @ 10s 4½ tun	0 4 9		
Less 3 ½ ct. 3 gals	Add 2-13	0 0 9	
			0 5 6
117 @ 4d.	1 19 0		
2d.	0 19 6		
3d.	1 9 3		
	L. s.		4 7 9
Value ½ declar. 75 0			
Add 1-10...	7 10		
		Sterling.	
	82 10 @ 7½ ½ ct	6 3 9	
120 gs ½ L. 7 7s. ½ tun	3 10 0		
50 doz. bottles ½ 1s.	2 10 0		
			12 3 9
Less previous duties.....		4 3 9	
			8 0 0
Loss 1-10.....		0 16 0	
			7 4 0
Add 2-13.....		1 2 1	
			8 6 1

L. 12 19 4

FRENCH WINES.—Entry of French wines differs from the foregoing two articles only

* It may be well to explain how this sum of L. 76 7s. 10d. is procured; it is:—

The Provincial duty..Cur.	L. 80 0 6
Deduct 1-10.....	6 0 0
	Sterling.. 72 0 6
And Crown duty, ditto	4 7 4
	Sterling.. L. 76 7 10

† Quart bottles always taken at five bottles = 1 gallon.

in two respects; *first*, there is no Crown duty of 10s. 4th tun, and, *second*, the Provincial duties are stated at 2d.—1d.—and 3d., each duty subject to the same bonding regulations. Thus:—

A. No. 1, 1 hhd Claret—60 gallons.
 1 @ 20, 20 cases do. 210 do-
 100 dozen . 210 do-
 Less 3 4th cent. 9
 291 @ 2d. 2 8 6
 1d. 1 4 3
 3d. 3 12 9
 L. s. d. L. s. d.
 Value 4th declar. 220
 Add 1-10 22
 242 @ 7 4th ct Sterling
 Less previous duties 6 11 0
 11 10 0
 Less 1-10 coming from warch. 1 3 0
 10 7 0
 Add 2-13 1 11 2
 11 13 2
 Currency..... L.19 3 8

From the high price of French wines, and the lowness of the duties, the 7 1/2 4th cent will be found to exceed "the previous duties" more frequently than other wines; still it is but seldom levied.

If the wine be in Foreign bottles, in addition to the above items, we have to insert immediately after the duty of 7 1/2 4th cent. a further duty of £7 7s. 4th tun, and 1s. 4th dozen on the bottles, as seen in the entry No. 3, "Madeira in Foreign Bottles." As the entry would be so nearly like the above, we need not give it at length.

OTHER WINES.—Entries of Port, Sherry, Teneriffe, Spanish, Sicilian, Hock, Fayal, and other wines differ from the entry of Madeira only in one particular; namely, in the Provincial duties being 2d.—1d.—and 3d.: in other respects their entry, bond, and its conditions are precisely similar.

A. 1, 1 pp Port 126
 2, 1 " Sherry 126
 3, 1 " Teneriffe 120
 4, 1 " Sicilian 120
 5, 1 " Spanish 120
 6, 1 " Fayal 120
 7, 1 " Lisbon 120

862 @ 10s 4th tn 1 14 2
 26 Add 2-13 0 5 3
 836 gals @ 2d. 6 19 4
 1d. 3 9 8
 3d. 10 9 9
 L. s. d. L. s. d.
 Value 4th decl 216 0
 Add 1-10 21 12
 237 12 @ 7 4th ct Sterling
 Previous duties 20 10 5
 L.22 17 5

Note.—The "previous duties" must be inserted, to show that they are more than the "further duties."

If the above quantity of wine had been in Foreign bottles, there would have been to be added, immediately after the 7 1/2 4th cent., a duty of £7 7s. 4th tun, and 1s. 4th dozen on the bottles, as already explained. We now come to:—

II. WINES FROM THE PLACE OF GROWTH.

1 in Wood.
 A. 1 @ 20, 20 pipes Madeira L. s. d. L. s. d.
 2200 gs @ L.7 4th tun 61 2 8
 Less 3 4th ct 66 gs Add 2-13 9 8 1
 2134 gs @ 4d. 35 11 4
 2d. 17 15 8
 3d. 26 13 6
 L. 80 0 6
 Value 4th declar. 1200
 Add 1-10... 120
 1320 @ 7 4th ct Sterling
 Previous duties 133 3 2
 L.150 11 3

The only differences in the entries of wines from the place of growth are, that the first item is £7 4th tun in place of 10s., and the deduction of 10 4th cent. allowed on what are called the "further duties" on goods direct from the warehouse, is omitted.

Madeira wines from the place of growth in Foreign bottles* are entered in the same manner as in the second of the foregoing entries from the United Kingdom, except that the Crown duty is £7 instead of 10s. 4th tun. French wines are in no case subject to the first item of Crown duty. All other wines differ only from Madeira in the Provincial duties, as pointed out in the observation following the second form of entry.

The last form which we deem it necessary to notice is that of an entry for Spirits from the United Kingdom.

A. 10 pipes Brandy, value L.195 sterling.†
 1300 gs @ 1s. L.65 0 0
 Less 3 4th ct 39 gs Add 2-13 10 0 0
 1261 gs @ 3d. 15 15 3
 3d. 15 15 3
 31 10 6
 L.106 10 6

FORM FOR HEADING EACH ENTRY.

Inwards per *Ottawa*, Geo. DOUGLAS, Master, from London:—

A. 1 @ 20, 20 pipes Madeira.

It may be necessary to mention that the value of every thing must be stated in the entry in Sterling, even where no declaration is required; see the Spirits entry.

* British bottles from the place of growth pay the 1s. duty as Foreign, on the ground that they have received the Excise drawback.
 † The value is required to be stated in the entry, but without any declaration.
 ‡ Subject to the same bonding conditions as wines.

COMPLETION OF ENTRIES.

Wines and Spirits are, of course, entered at the Custom-House according to the supposed contents of the packages. On gauging the casks, however, they will, of necessity, be found to contain either more or less than the quantity entered; hence, what is called a post-entry is to be made, for the purpose of paying the difference, if the original entry were short—or of receiving it, if it were over.

If the quantity originally entered be short of the gauge, a post-entry is made precisely similar to the forms already given; but if the original entry were for more than the actual quantity, a form is provided by the Custom-House, to be filled up (in duplicate) by the person who passed the entry. In order to show how this should be done, we have procured a form filled up, which we now reprint, —the written portion being indicated by italics.

PORT OF MONTREAL.

This is to certify that J. P. did enter, and pay Customs inwards, in the Ship *Wenwick*, Hugh Blair, Master, from London, the sixth day of May, 1834, for

Thirty-three hundred and sixty-one galls. Brandy, eleven hundred and thirty-seven galls. Hollands, three hundred and twenty-eight galls. Rum, four thousand four hundred and eighty-three galls of Common Wines, two hundred and fifty-three galls Madeira Wine.

And we, the Officers underwritten, did examine the Goods at the delivery thereof out of the said Ship, and found no more than *thirty-two hundred and three galls Brandy, eleven hundred and sixteen galls Hollands, three hundred and twenty-three galls Rum, forty-two hundred and eighty-three galls Common Wines, two hundred and forty galls Madeira Wine.*

So that the Merchant has over-entered, *one hundred and fifty-eight galls Brandy, twenty-one galls Hollands, five galls Rum, two hundred galls Common Wines, thirteen galls Madeira.*

Landing-Waiter.

Custom-House,
May 6, 1834.

Landing Surveyor.
Certificate of over Entry.

(SECOND PAGE.)

The duty to be repaid for the Goods over-entered, as within-mentioned, amounts to *ten pounds, nineteen shillings, and two pence currency.*

A. B., Collector.
C. D., Comptroller.

Received this sixth day of May, 1834, of the Honourable the Commissioners of His Majesty's Customs, by the hands of A. B., their Collector

at this Port, the sum of *ten pounds, nineteen shillings, and two pence*, in full, of this certificate.
J. P.

Witness, C. D.

Comptroller.

Brandy....	158 gallons @ 1s.	£7 18 0
Hollands..	21 " @ 1s.	1 1 0
Rum.....	5 " @ 6d.	0 2 6
C. Wines..	200 " @ 10s. 4 ¹ / ₂ tun	0 8 0
M. Wines.	13 " @ 10s. "	0 0 6
		£9 10 0
Add 2-13.....		1 9 2

Currency... £10 19 2

Provincial Duties deducted from Bonds.

If the Provincial duties have not amounted to a bond, an entry for the difference must follow, when it is returned with the Crown duties.

In addition to the several forms of entries which we have given in the foregoing pages, we have to offer three of some importance, with such explanations as will make them not difficult to be understood. The first is for

GOODS SUBJECT TO PER CENTAGE IMPERIAL DUTIES.
PORT OF MONTREAL.
Inwards per *Rapid*, A. B., Master, from Liverpool. C No. 1, 1 case Foreign Boots.

	L. s. d.	L. s. d.	L. s. d.
Value 4 ¹ / ₂ decl.	51 9 6		
Add 1-10	5 2 11		
	56 12 5 @ 30 4 ¹ / ₂ ct	Sterling.	Sterling
		16 19 9	
Less previous duty		1 5 9	
		15 14 0	
Less 1-10		1 11 5	
			14 2 7

2, 1 bale Foreign Cotton Shirts.

	L. s. d.	L. s. d.	
Value 4 ¹ / ₂ decl.	20 0 0		
Add 1-10	2 0 0		
	22 0 0 @ 30 4 ¹ / ₂ ct	Sterling.	
		4 8 0	
Less previous duty		0 10 0	
		3 18 0	
Less 1-10		0 7 10	
			3 10 2

3, box Foreign Beaver Hats.

	L. s. d.	L. s. d.	
Value 4 ¹ / ₂ decl.	7 15 6		
Add 1-10	0 15 7		
	8 11 1 @ 15 4 ¹ / ₂ ct	Sterling.	
		1 5 8	
Less previous duty		0 3 11	
		1 1 9	
Less 1-10		0 2 2	
			0 19 7

Loose, 1000 bars Foreign Iron.

	L. s. d.	L. s. d.	
Value 4 ¹ / ₂ decl	100 0 0		
Add 1-10	10 0 0		
	110 0 0 @ 7 4 ¹ / ₂ ct	Sterling.	
		8 5 0	
Less previous duty		2 10 0	
		5 15 0	
Less 1-10		0 11 6	
			5 3 6

Add 2-13

Sterling 23 15 10
3 13 2

Currency L. 27 9 0

Declaration of value to follow, as before stated.

On the above it is necessary to explain that a separate entry is required for the Provincial duty of 2½ per cent, to which "all goods, wares, and merchandize" are liable. This duty is, however, deducted from the Imperial or Crown duties, which explains the line "less previous duties."

With regard to the addition of one-tenth to the value per declaration, it is the mode laid down by Statute for establishing their sterling value in the Colonies.

The item "less one-tenth" is an allowance on all Foreign goods coming from the warehouse.

The last addition of two-thirteenths is to reduce sterling into currency, at 4s. 4d. to the dollar.

The next entry is of a parcel of

FOREIGN SUGAR FROM THE WAREHOUSE.

PORT OF MONTREAL.

Inwards per *Pekin*, John Hutchinson, Master, from *Liverpool*.

	Value Sterling	L. 287	12	1
	cwt gr. lbs.	L. s. d.	L. s. d.	
C 1 @ 12, 12 ccs.	286 3 10			
B 1 @ 8, 8 bxs.	reign Raw			
A 1 @ 20, 20 bria	Sugar @ 5s	71	14	2
Off 1-10 coming from the warehouse in the United Kingdom		7	3	5
		64	10	9
Add 2-13		9	18	7
		74	9	4

Provincial Duty.

cwt gr lbs lbs
286 1 10 or 32126
Off 3 per cent 963

31163 @ 4 per lb. 64 18 5

Currency L. 139 7 9

The last form exhibits the mode of filling up a Bill of sight, the completion of which is that portion marked "second page."

(INWARDS.)

Per *Rapid*, A. B. Master, from *Liverpool*, two bales, quantity, quality, and value unknown.

These are to certify that W. M. known agent of G. M. & Co. the proprietor, importer or consignee of the goods above-mentioned, maketh oath that from the best information he is able to

procure from his employer, and a full conference with him on the subject, neither such employer nor any person for him, to the best of the deponent's knowledge and belief, nor this deponent himself, have received sufficient Invoice from whence the quantity, quality and value of the goods above mentioned can be ascertained, so as to make a just and perfect entry thereof, until the same shall have been landed and examined, and that to the best of his knowledge and belief, the duties of the goods above-mentioned will not amount to more than £10, Cy.

Declared before me this 10th day of May, 1834
A. B. Collector.

The sum of £10 Cy. has been deposited in the hands of the Collector.

A. B. Collector.
C. D. Comptroller.

Custom House, 10th day of May, 1834.

Permit to land the above-mentioned goods to your view and examination, whereby to enable the importer to make a perfect entry.

A. B. Collector.
C. D. Comptroller.

Custom House, Montreal, 10th day of May 1834.
to E. F.—Landing Waiter and Searcher.

(SECOND PAGE.)

These are to certify that W. M. Importer or Proprietor of the within mentioned goods, or the known Agent of the importer or proprietor, declares that the valuation now produce by him, amounting to One hundred pounds Cy. is the just and true price, and that it contains the exact quantity of all the articles to which this warrant was asked and granted.

Declared before me this 14th day of May 1834.

A. B. Collector
Adjustment.

£100 @ 2½ per cent..... £ 2 10s
Amount Deposited..... 100

£7 10

Received of A. B. Collector of H. M. Customs the foregoing balance of seven pounds ten shillings.

G. M. & Co.
W. M.

(Bill of Sight.)

REGULATIONS FOR WAREHOUSING GOODS.

The principal advantage of the privilege of Warehousing Goods in the free Ports of Quebec and Montreal is, that immediate payment of the Crown duties is avoided. This, however, is counterbalanced by the disadvantage of having to pay the Provincial as well as the Crown duties on taking them out of the Bonded Warehouse. Some further difficulties to the Warehousing system exist, in the payment of storage when, perhaps, the merchant has an empty warehouse of his own; and in the complex nature of the Bonds and Entries required.

As there is, however, some reason to believe that, in times of commercial stagnation, many will be disposed to avail themselves of the privilege, the following remarks and forms of entries will be found materially to facilitate the business.

On warehousing goods in virtue of the 3

and 4 Wm. IV., c. 59, the following is the form of entry required:—

PORT OF MONTREAL,

Inwards per *Brig Susan*, Duncan M'Nabb, Master from *Montego Bay, Jamaica*.

	Value	Sterling	L. s. d.
			649 0
[P] 1 @ 59, 59 puns B. Rum.		L. s. d.	
6611 gals @ 6d.		164	5 6
Add 2-13		25	8 7
		190	14
	Provincial Duties.		
	6611 gs.		
Less 3 per cent	198 "		
	6413 "	L. s. d.	
	@ 3d.	80	3 3
	3d.	80	3 3
		160	6
		Currency	L. 330 9

To be warehoused in virtue of the 3 and 4 Will. IV., cap. 59,—in Warehouse, No. 1, at Pointe a Calhere,—bond being given

(Signed) J. P. & Co.
Montreal, May 5, 1834.

The Bond which is required on warehousing goods is furnished at the Custom-House, and is numbered 33. It binds the importer and another bondsman to TRICE the amount of the duties; and on exporting the property, or taking it out for consumption, and paying the duties, the bond is cancelled, otherwise it remains in full force.

Bond 33 may be cancelled without payment of duties on a change of ownership, either of the whole property, or any part thereof, provided the property remains under the King's lock and key. The new proprietor must enter into a bond with the same conditions, and specifying date of importation, importer's name and residence, and setting forth that "the property has been lately sold and disposed of." This bond is furnished at the Custom-House, and has no printed number at the head.

Property may be taken out of the warehouse for one of three purposes. For removal to another warehouse in the same colony—for Home consumption—for exportation. In the first and last cases, bonds are required to be given; in the second, the payment of all the duties cancels all previous bonds.

RE-WAREHOUSING.—When goods are required to be re-warehoused, a form must be filled up expressive of the owner's desire to remove them from (say) Quebec to Montreal. This form is numbered 37, and is too simple to require explanation. It contains at first a certificate that security has been taken for the due arrival, and re-warehousing of such and such goods at such and such Port. This paper is transmitted by the officers of the Customs at the Port, whence the goods are shipped to the officers of the Port, where they are intended to be re-warehoused.

The bond required to be given is to TRICE the amount of the duties, as in other cases. It sets forth that the owner of the goods (as specified) is desirous of removing them from the Port of (Quebec) to the Port of (Montreal), and the condition is, that they should be duly re-warehoused. Hence a certificate of such re-warehousing must be transmitted to the officers of the port whence they came in order that the bond which is numbered 36 may be cancelled.

To re-warehouse goods the following form of entry is required, and bond 33 as previously described, has to be given.

PORT OF MONTREAL.
Inwards, per *Barge Omphale*, *Alexander Corneau*, Master, from Quebec.

	Sterling.
	L. s. d.
E. 1 @ 21	Value . . . 649 0 0
21 ps. rum, 3333 gs. } Ex. San.	
C. & M. 1 @ 31 } McBean,	
31 " rum, 3467 " } fm. Mon-	
A. 1 @ 7 } togo Bay	
7 " rum, 761 " } Jamaica.	

	Sterling.
	L. s. d.
6611 " @ 6d	165 5 6
Add 2-13	25 8 7
	190 14 1

Sterling.
L. s. d.
190 14 1

Provincial Duties.

6611 gs.			
Less 3 3/4 cent.	198 "		
6413 "	@ 3d	80 3 3	
	@ 3d	80 3 3	
		160 6 6	
		Currency	L.350 0 7

Warehoused by *L. S. & Co.* at Quebec, 15th August 1833, and now to be re-warehoused at this Port, under the 3. and 4. Will. IV., cap. 59.

(Signed) *L. S. & Co.*
Montreal, December 25, 1833.

HOME CONSUMPTION.—As the entries required for Home consumption are required also on exporting from the warehouse, we shall describe them here.

The following is the form when the goods have been warehoused direct from ships:—

EX WAREHOUSE.

PORT OF MONTREAL,
Outwards per Brig *Sween*, *Duncan McNabb*, Master, from *Montego Bay, Jamaica.*

	Value	649 0 0
	Sterling.	
	L. s. d.	
S. M'N.		
1 @ 59, 59 pms B. P. Rum, }	L. s. d.	
6611 gs. @ 6d. }	165 5 6	
Add 2-13	25 8 7	
		190 14 1

Provincial Duties.

6611 gs.			
Less 3 3/4 cent.	198 "		
6413 "	@ 3d.	80 3 3	
	3d.	80 3 3	
		160 6 6	
		Currency	L.350 0 7

Warehoused by us the 5th May last, and now for all duties.

(Signed) *J. P. & Co.*
Montreal, May 5, 1834.

*NOTE.—When only part are taken out of the Warehouse, the Custom-House gauge of each cask, and the value thereof, must be stated in the Entry Outwards, corresponding with the gauge and value stated in the Entry Inwards; and when the goods are intended to be Exported, instead of the words "now for all duties," insert the Name of the Vessel by which they are to be Exported, as well as the Master's Name, and where bound to.

When the entry is completed, a paper headed **HOME CONSUMPTION**, No. 38, and addressed to the locker is handed to the merchant. This paper is furnished by the Custom-House, and specifies in separate ruled columns, landing mark and number—quantity—tare—the same repeated—and by whom paid, and when.

When the goods are such as have been re-warehoused, the only difference in the entry is exhibited in the following form:—

EX WAREHOUSE.

PORT OF MONTREAL.
Outwards per *Barge Omphale*, *Alex. Corneau*, Master from Quebec.

E. 1 @ 21.			
21 pms. Rum, 2333 galls. }	Sterling.		
C & M 1 @ 31. }	L. s. d.		
31 pms. Rum, 3467 " }	Value.....	649 0 0	
A 1 & 7.			
7 pms. " 761 "	Sterling.		
	L. s. d.		
6611 " @ 6d.	L.165 5 6		
Add 2-13	25 8 7		
		190 14 1	

Provincial Duties.		Sterling.
6611 galls.		190 14 0
Less 3 3/4 cent. 198 "		
6413 "		
	Sterling.	
	l. s. d.	
	31 80 3 3	
	31 80 3 3	
		163 6 6

(Warehoused by L. S. & Co. at Quebec, 16th August, 1833. Re-warehoused by them here 25th November, 1833, and now for all duties.)

(Signed) L. S. & Co.

Montreal, May 5, 1834.

NOTE.—When only part are taken out of the Warehouse, the Custom House gauge of each cask and the value thereof, must be stated in the Entry Outwards, corresponding with the gauge and value stated in the Entry Inwards; and when the goods are intended to be exported, instead of the words "now for all duties," insert the name of the vessel by which they are to be exported, as well as the master's name and where bound to.

EXPORTING FROM WAREHOUSE.—When goods are required to be exported, the notes at the foot of the above forms of entries will show how they are to be made out; in addi-

tion to these, a bond is required to be given by the exporter and two securities to twice the amount of the duties, that the goods specified shall be faithfully exported to such and such a port. This bond is numbered 35—and is furnished at the Custom-House.

It may be here proper to remark that the exporter should instruct the consignee of the goods to return him a certificate of the due delivery of the goods at the port to which they are shipped, in order that proof may be handed to the Collector that the conditions of bond 35 have been fulfilled, whereupon it is cancelled.

When the merchant has completed his entries outwards, and entered into the bond above described, an exportation note headed EXPORTATION, No. 39, and addressed to the locker is handed to him. It specifies in separate columns Export mark and number—landing mark and number—quantity—tare—delivery, quantity—difference more or less—exporter, ship, port, and where laden. On presenting the above to the locker, the goods specified are delivered.

HARBOUR DUES, &c.

MONTREAL RATES OF WHARFAGE.

The Commissioners for Improving and Enlarging the Harbour of Montreal, hereby give Notice, that the Rates of Wharfage authorised by the Provincial Statutes, 1st Will. IV. chap. 11, and 2d Will. IV. chap. 36, to be levied in the Harbour of Montreal, are to be paid to the Collector and Comptroller of His Majesty's Customs at this Port, who have undertaken to receive the same. The Rates are as follows:—

Vessels from Sea, for each day they remain in Port, 2s 6d each.

On Goods landed therefrom, 3d per ton measurement.

Steamboats and Barges of Steamboats for each day they remain in Port, 2s 6d each.

On Goods landed from Steamboats and Barges of Steamboats, 1d per ton measurement.

Durham Boats, 5s each trip.

River Craft, 5s each trip.

Ferry Boats impelled by steam, 2s 6d each trip.

Batteaux, 1s each trip.

Boards and Plank, 5s per raft.

Fire Wood, 1d per cord.

On Ashes shipped on board any Vessel, Boat, Barge or Craft, 2d per barrel.

On Beef and Pork do. 1d per barrel.

On Flour and Meal do. 3d per barrel.

On Lard, Butter, Tallow, Bees' Wax and Honey, in barrels, 1d per barrel.

On Lard, Butter, Tallow, Bees' Wax and Honey, in kegs, 3d per keg.

On Wheat, in bulk, 1s per 100 bushels.

On Oats, 3d per 100 bushels.

On other Grain and Seeds, in bulk, 6d per 100 bushels.

On Barley, Rye, Peas, Wheat, and other grain or Seeds, in barrels, 4d per barrel.

On Apples, 3d per barrel.

On Leaf Tobacco, in hogsheads, 4d per hogshead.

On Leaf Tobacco, in half hogsheads, 2d per half hogshead.

On Manufactured Tobacco, in kegs, 1d per keg.

On Leather, in rolls, 1d per roll.

On Live Hogs and Pork, in carcass, 1d each.

On Horses and Neat Cattle, 2d per head.

On Stone from the Quarries, 6d per toise.

On Sand and Lime, 3d per barrique.

On Large Stage Coaches and heavy four wheel Waggon, 6d each.

On Calèches, Gigs, Carts, light Waggon, and other Carriages, 2d each.

On all Goods and Articles not enumerated, 3d per ton measurement, or per ton weight, at the option of the Commissioners.

By Order,
N. C. RADIGER, Sec.

REGULATIONS RESPECTING THE DELIVERY AND RECEIPT OF GOODS FROM ON BOARD VESSELS FROM SEA.

1. The Consignees of all vessels arriving from sea, in the port of Montreal, are required to notify in writing the various Consignees of the cargo, of the ship being entered inwards at the Custom House: and it shall be incumbent on the said Consignees, to pass their entries at the Custom House, within at least forty-eight hours after such notice, in default of which, the Consignee or Master of the ship shall have liberty to send the goods to the public store.

* 2. The Consignees of sea-going vessels are recommended to place on board a clerk or other competent person, to superintend the discharge of the cargo; so as to avoid as much as possible, the frequent mistakes and losses which now occur in the delivery of goods to their respective Consignees.

3. Consignees are not bound to receive goods on holidays, (*fêtes d'obligation*.)

REGULATIONS FOR STEAM VESSELS AND THEIR BARGES IN THE DELIVERY OF THEIR CARGOES.

1. The Masters or Agents of steam-vessels, and of their attending barges, having on board merchandize of any description, shall give notice in writing of their arrival in port, to the consignee or consignees of such merchandize, at his or their office or usual place of business, one hour before beginning to unload; and in the case of being loaded with grain, salt in bulk, or coals, six hours notice shall be given.

2. Steam-vessels and their barges as aforesaid, arriving during night, or early in the morning, shall not begin to discharge their cargoes before seven o'clock A. M. from the opening of the navigation to the first of October, nor before eight o'clock, A. M. from the first day of October till the close of the navigation: and no merchandize of any description shall be landed after seven o'clock, P. M. from the open-

ing of the navigation to the first day of October, nor after five o'clock, P. M. from the first day of October to the close of the navigation: unless with the consent of the Consignee or Consignees.

3. Steam-vessels and their barges arriving late in the morning, and partly unloaded during the day, may recommence delivering on the following morning, at six o'clock, from the opening of the navigation till the first day of October, and at seven o'clock from the first day of October till the close of the navigation; and those which arrive in the evening, and give the prescribed notice, may commence delivering on the following morning, at the same hours as last mentioned.

4. The Proprietors or Agents of steam-vessels and their barges, shall provide suitable storage for such merchandize, as may be consigned to persons not resident in Montreal, or which may not be called for by the Consignees in due time, at the risk and expense of such Consignees. They shall take particular care of small packages and parcels, as being most liable to be lost or mislaid: and for all merchandize thus stored, they shall be entitled to the usual charges for receiving, delivering and storage.

5. Dry goods and other merchandize, subject to be damaged by water, shall not be discharg-

ed during rain, or at any time laid down in the mud.

6. The Masters and Purser of Steam-vessels and their barges shall be particularly careful of all letters and parcels addressed to Consignees of goods on board, and cause them to be delivered on arrival; and their delivery shall be accompanied by an intimation at the hour at which the landing of the cargo is to commence.

7. The Consignees of goods, on board of steam-vessels and their barges, shall not be obliged to receive their goods on holidays, otherwise called *fêtes d'obligation*.

8. In case of any dispute as to the quantity or number of articles shipped on board of steam-vessels or their barges, a person may be put on board by the Shippers, who shall be allowed one dollar for each day, and the party in error shall pay the same, together with his passage money including board.

9. No damage shall be recovered on perishable articles contained in crates or slight packages, unless the description of the goods be set forth in the bill of lading.

10. No parcels of specie, notes, or bullion, shall be at the risk of the Proprietors or Agents, unless the freight be paid for them when put in charge.

REGULATIONS RELATIVE TO DURHAM BOATS, BATTEAUX, AND OTHER SMALL CRAFT, ARRIVING BY INTERNAL NAVIGATION AT THIS PORT, WITH MERCHANDIZE FROM THE INTERIOR.

1. The freight of goods, brought from the interior to the port of Montreal, is payable at the current rates, when no agreement exists to the contrary, on delivery of property in good order.

2. Package goods are to be delivered in good order, or to be put into that state at the expense of the Carrier.

3. Goods brought from the interior to the port of Montreal, are deliverable on the wharves in fine weather only, between the hours of six, A. M. and seven, P. M. from the opening of the navigation to the thirty-first day of August inclusive, and between the hours of seven, A. M. and six, P. M. from the first day of September to the close of the navigation. And it is incumbent on the Carrier, to notify the Consignee of the arrival of the goods, and to cause to be left at his usual place of business, letters of advice accompanying the property or particulars thereof. In the case of wheat in bulk or in bags, a sample thereof to be left with the notice of its arrival.

4. The Consignee is bound to attend in person or by his agent, to receive his goods at the beach; and if he neglect to do so for three hours after notice of their arrival in port, *provided the notice be given at or before three o'clock of the afternoon*, it will be optional with the Carrier to land and store the goods, subject to the expense actually incurred, or to retain them at the rates of demurrage herein after provided for; in either case the property will be liable to the Carrier for the charges so incurred; but no delivery of the goods, sooner than three hours after notice

given to the Consignee of the actual arrival thereof in port, or without the limits of the port unless authorised by the Consignee, shall exonerate the Carrier; neither shall the Consignee be required to receive goods arriving in port after three o'clock of the afternoon, until the following morning at nine o'clock, and ten o'clock for grain in bulk, and the expense of storage and cartage, in the case of goods landed by the Carrier, shall not exceed the tariff rates.

5. The rates of demurrage referred to in the preceding article shall not exceed seven shillings and sixpence per hour, between the hours of six, A. M. and seven, P. M. and twenty shillings for the whole time between seven, P. M. and six, A. M. in the case of a Durham boat, nor three shillings and ninepence per hour between the hours of six, A. M. and seven, P. M. or ten shillings for the whole period between the hours of seven, P. M. and six, A. M. in the case of a Battau or Barge; provided that no boat arriving after twelve o'clock shall be entitled to demurrage for the first night, but only for the business hours after the expiration of the usual notice.

6. In all cases it is incumbent on the Carrier to deliver property from the port on the beach or wharves, and in the instance of wheat, he is bound to weigh or measure the same, according as the same may have been originally shipped by weight or measure, for the purpose of verifying the account.

7. Consignees are not bound to receive goods on holidays, (*fêtes d'obligation*.)

RATES OF COMMISSION, STORAGE, &c.

Recommended for general adoption, and allowed by the Montreal Committee of Trade, when no agreement subsists to the contrary. Established at a meeting of the said Committee, 3d Feb. 1832.

COMMISSION AND AGENCY.	For.		Inl.	STORAGE, &c.	
	½ ct.	¼ ct.			
On the sale of merchandise or produce.....	5	2½		On Wheat and other Grain.	
For del credere or guarantee of debts on sales.....	2½	2½		First month, including labour of receiving and delivering, 1½d.—each succeeding month, ½d. per bushel.	
On purchase and shipment of merchandise, and on amount of charges, with funds in hand.....	2½	1½		Cribbling, each time ½l.; screening, each time ¼d. per bushel; turning to prevent heating, each time 6d. per 100 bushels; use of bags, each time 3s. 9d. per 1000 bushels.	
On ditto, when reimbursement is taken by bills of exchange or drafts.....	5	2½		Flour and Meal.	
On the purchase of wheat or other grain in the market, and on amount of charges, with funds in hand.....	5	3½		First month, including labour of receiving and delivering, 4d. per barrel—each succeeding month, 2d. per barrel.	
On ditto, when reimbursement is taken by bills of exchange or drafts.....	7½	5		Labour of preparing for inspection and repiling, ½d. per barrel.	
On the purchase of wheat or other grain, in lots of not less than 1000 bushels, with funds in hand.....	3½	2½		Pork, Beef, Butter and Lard, in barrels.	
On ditto, when reimbursement is taken by bills of exchange, or drafts.....	5	3½		First month, including labour of receiving and delivering, 5d. per barrel—each succeeding month, 3d. per barrel.	
On the sale of bills of exchange, stocks or specie, or on the purchase thereof, with funds in hand.....	½	½		Muscovado Sugar.	
For collecting uncontested debts and remitting the proceeds.....	2½	2½		First month, including labour of receiving, weighing and delivering, 3s. per hhd. and 2s. per tierce—each succeeding month, 1s. 3d. per hhd. 1s. per tierce.	
For endorsing bills of exchange or notes of hand in all cases.....	2½	2½		Refined Sugar, Tobacco, Rice, &c.	
On the sale or purchase of vessels, with funds in hand.....	2½	1½		First month, including labour of receiving, weighing and delivering, 2s. per hhd. and 1s. 6d. per tierce—each succeeding month, 1s. per hhd. 9d. per tierce.	
For collecting or procuring freights, and on disbursements, with funds in hand.....	2½	2½		Rum, Wine and other Liquors.	
On ships' disbursements, when reimbursement is taken by Captains' bills.....	5	3½		First month, including labour of receiving and delivering, 2s. 6d. per pipe, 2s. per puncheon, 1s. 3d. per hhd., and 9d. per quarter cask—each succeeding month, 1s. 3d. per pipe, 1s. per puncheon, 7½d. per hhd. 4d. per quarter cask; gauging, 4d. per package, for pipes, puns, and hhd., 3d. for quarter casks.	
For receiving and paying monies, from which no other commission is derived.....	1	½		Iron.	
For receiving and forwarding goods, 2s. 6d. for each pipe, puncheon, hogshoad, bale, case or crate, and for other packages in proportion, and on amount of disbursements, and on responsibilities incurred....	2½	2½		First month, including labour of receiving, weighing and delivering, 5s. per ton—each succeeding month, 1s. per ton.	
				Salt.	
				First month, including labour of receiving and delivering, 7s. 6d. per 100 minots—each succeeding month, 1s. 8d. per 100 minots; use of bags, 2d. per 100 minots.	
				Bales, Cases, Crates, &c.	
				To be charged in proportion to casks of their respective dimensions.	
				Couls.	
				First month, ground rent, 1s. per chaldron—each succeeding month, 3d. per do.	
				N. B. Every package stored, though it may not remain twenty four hours, will be liable to one month's storage.	

N. B. The above rates of commission to be exclusive of storage, brokerage, and every other charge actually incurred. The risk of loss by fire, unless insurance be ordered, and of robbery, theft, and other unavoidable occurrences, if the usual care be taken to secure the property, in all cases to be borne by the proprietor of the goods. On consignments re-shipped or withdrawn, full commission to be charged to the extent of advance or responsibilities incurred, and half commission on the residue of the value.

TARIFF OF FREIGHT BETWEEN QUEBEC AND MONTREAL, PER STEAMBOATS
AND BARGES, FOR 1831, INCLUDING WHARF DUES AT MONTREAL.

DOWNWARDS.		UPWARDS.	
Ashes, $\frac{1}{2}$ bbl.....	£0 1 6	Ashes, $\frac{1}{2}$ bbl.....	£0 2 0
Apples, $\frac{1}{2}$ bbl.....	0 0 7 $\frac{1}{2}$	Butter and Lard, kegs over 60 lbs.....	0 0 7
$\frac{1}{2}$ bag.....	0 0 5 $\frac{1}{2}$	kegs under do.....	0 0 6
Biscuit, $\frac{1}{2}$ quintal.....	0 0 7	Bottles, empty, in crates or mats of 1 gross.....	0 1 6
Buffalo Robes, $\frac{1}{2}$ package, common size.....	0 2 6	Bags, empty, $\frac{1}{2}$ bbl.....	0 1 0
Butter and Lard $\frac{1}{2}$ keg, over 60 lbs.....	0 0 7 $\frac{1}{2}$	Candles and Soap, boxes over 70 lbs.....	0 0 6
Do. under do.....	0 0 5	under do.....	0 0 5
Crates Earthenware, Large.....	0 6 0	Cribbles.....	0 10 0
Second size.....	0 4 6	Crates of Earthenware.....	0 6 0
Carriages.....		small.....	0 4 6
4 Wheel.....	1 10 0	Flour, $\frac{1}{2}$ bbl.....	0 0 11
Ditto when with Horses (ex- clusive of Horses).....	1 0 0	Fish, Smoked Herrings, $\frac{1}{2}$ bbl.....	0 0 10
2 Wheel.....	0 12 6	Ditto, box.....	0 0 3
Common Waggon.....	0 15 0	Pickled, $\frac{1}{2}$ tierce.....	0 1 6
Cart.....	0 10 0	Ditto, $\frac{1}{2}$ bbl.....	0 1 0
Double Sleigh.....	0 12 6	Dried, in bbls, $\frac{1}{2}$ cwt.....	0 0 9
Single do.....	0 7 6	Ditto and Green, in bulk, $\frac{1}{2}$ cwt.....	0 0 8
Cattle, &c.....		Dry, in cks, $\frac{1}{2}$ ton measurement.....	0 8 0
Oxen, American.....	0 10 0	Per half bbl.....	0 0 7
Ditto, Large Canadian.....	0 10 0	Oysters, $\frac{1}{2}$ bbl.....	0 2 0
Ditto, Small do.....	0 7 6	Grain, $\frac{1}{2}$ minot.....	0 0 2 $\frac{1}{2}$
Hogs.....	0 3 0	bags, each 2 bushels.....	0 0 5
Sheep.....	0 1 3	Oats.....	0 0 2
Calves.....	0 3 9	Grindstones, common size.....	0 0 5
Horses, full distance.....	1 0 0	Goods, weight or measurement, at the option of the Carrier, $\frac{1}{2}$ ton.....	0 10 6
Ditto, do.....	1 0 0	Hhds of Liquor or Wine, 64 @ 84 ga.....	0 3 9
Ditto, do.....	0 15 0	under 64 do.....	0 3 0
Ditto, do.....	0 10 0	Glass or Earthenware.....	0 6 6
When more than one Horse be- longing to the same person, full distance.....	0 15 0	Iron, Bar and Bolt, $\frac{1}{2}$ ton weight.....	0 10 6
Chairs, Windsor, $\frac{1}{2}$ dozen.....	0 3 6	Boiler, Plate and Sheet Iron, $\frac{1}{2}$ ton.....	0 10 6
Mahogany, each.....	0 0 9	Boxes Tin and Sheet Iron.....	0 0 7
Candles and Soap, boxes under 70 lbs.....	0 0 4 $\frac{1}{2}$	Mill Stones, each.....	1 0 0
Over do.....	0 0 6	Nails, small casks.....	0 1 0
Cheese, loose, each.....	0 0 3	large do.....	0 1 6
Flour, $\frac{1}{2}$ bbl.....	0 0 7 $\frac{1}{2}$	Oil, pipes.....	0 6 6
$\frac{1}{2}$ bag.....	0 0 5	punchons.....	0 6 0
Grain, $\frac{1}{2}$ minot.....	0 0 2 $\frac{1}{2}$	casks, 64 @ 84 gallons.....	0 4 6
Oats do.....	0 0 2	under 64 do.....	0 3 9
Goods, weight or measurement, at the option of the Master, $\frac{1}{2}$ ton.....	0 8 0	barrels.....	0 1 8
Hogsheads of Liquor.....	0 3 0	tierces.....	0 2 6
Harness, $\frac{1}{2}$ sett.....	0 0 5	jars of 3 gallons.....	0 0 9
Leather, bundles, American, common size.....	0 2 0	Oranges and Lemons, boxes, small.....	0 1 0
Ditto, Canadian, do.....	0 1 0	large.....	0 1 3
Oil, jars of 3 galls.....	0 0 8	Punchons of Liquor.....	0 5 0
Punchons of Liquor.....	0 5 0	Molasses.....	0 5 6
Molasses or Oil.....	0 6 0	Pipes of Liquor or Wine.....	0 6 0
Pipes of Liquor.....	0 6 0	Pork and Beef, $\frac{1}{2}$ bbl.....	0 1 4
Oil.....	0 6 3	Paint, kegs of 28 lbs.....	0 0 3
Provisions, bbls. Pork, Beef.....	0 1 0	56 lbs.....	0 0 5
half do. do.....	0 0 7	112 lbs.....	0 0 8
kitts do.....	0 0 7	Potash Kettles, $\frac{1}{2}$ ton weight.....	0 15 6
kegs Tongues, &c.....	0 0 6	Coolers, small, each.....	0 0 4
Parcels, small.....	0 1 6	large, do.....	0 0 6
Seives.....	0 2 6	Parcels, each.....	0 1 6
Stone, Cut, $\frac{1}{2}$ running foot.....	0 0 7 $\frac{1}{2}$	Powder.....	
Stoves, Double.....	0 4 0	barrels.....	0 2 6
Single.....	0 2 9	$\frac{1}{2}$ do.....	0 1 6
Specie, $\frac{1}{2}$ cent.....		$\frac{1}{4}$ do.....	0 0 9
Tobacco, kegs.....	0 1 0	Pitch, $\frac{1}{2}$ bbl.....	0 1 9
half do.....	0 0 7	tierce.....	0 2 9
hogsheads Leaf, $\frac{1}{2}$ ton mea- surement.....	0 8 0	Quarter Casks of Liquor.....	0 1 6
Tin or Sheet Iron $\frac{1}{2}$ box.....	0 0 7	Raisins, $\frac{1}{2}$ box.....	0 0 3
Empty Boxes, Barrels, &c. one-third of full rates.....	1 5 0	Rosin, $\frac{1}{2}$ bbl.....	0 1 0
Cabin Passage.....		Rags, bags, common size.....	0 4 0
		small.....	0 2 9
		Salt, Liverpool, $\frac{1}{2}$ minot.....	0 0 2 $\frac{1}{2}$
		Foreign do.....	0 0 2 $\frac{1}{2}$
		Seal Skins, salted, $\frac{1}{2}$ M.....	2 0 0
		Sugar, hhd, $\frac{1}{2}$ ton measurement.....	0 10 0

Sugar, barrels.....	0	1	6
matts E. I., small.....	0	1	0
large.....	0	1	3
Shovels and Pans, $\$$ doz.....	0	0	7
Scythes and Sickles do.....	0	0	4
Stoves, double, from Quebec.....	0	5	0
from Three Rivers.....	0	4	0
single do do.....	0	2	9
imported, packed.....	0	2	3
do do.....	0	3	6
Shot, casks, $\$$ cwt.....	0	0	7
Files, Kilm, each.....	0	0	3
Tobacco, kegs.....	0	1	0
$\frac{1}{2}$ do.....	0	0	7
hds of Leaf, $\$$ ten measure- ment.....	0	10	6
Tierces of Liquor or Wine.....	0	2	3
Turpentine, Spirits of, bbls 30 gallons	0	1	9
Tar, barrels under 33 gallons.....	0	2	0
tierces.....	0	2	9
Vitriol, in carboys of 6 @ 8 gallons.....	0	5	6
Window Glass, boxes.....	0	0	7 $\frac{1}{2}$
$\frac{1}{2}$ do.....	0	0	5
Cabin Passage.....	1	10	0

All Coerpage to be paid for by Shippers or Consignees.

All Cargoes to be received from the Barges with due diligence, and any detention in discharging them to be paid for, at the rate of £5 per day.

Shippers or Consignees to furnish a measuret at their own expense for Salt or Grain, when required to be measured, and the freight of any surplus to be paid for.

The Proprietors do not hold themselves responsible for any deficiency in Oysters nor Green Cod Fish.

When Steamboats and Barges receive or deliver cargo at other than their own wharves, to suit the convenience of the Shippers or Consignees, the vessel to be held free of charge for wharfage, &c.

One Steerage Passage to be allowed to a person in charge of not less than three Horses, six head of Cattle, fifty Sheep, or twenty Pigs, and the Proprietors will not hold themselves responsible for any loss, by getting overboard or injuring one another while on board.

All Freight payable on delivery.

TOLLS AND REGULATIONS ESTABLISHED FOR THE LACHINE CANAL UNDER THE AUTHORITY OF THE ACTS OF THE PROVINCIAL LEGISLATURE.

RATES OF TOLL.

Timber, $\$$ ton.....	£0	0	3
Firewood, (in Scows or boats,) $\$$ cord.....	0	0	6
Boat, &c. 5 tons and under.....	0	6	3
Do between 5 and 20 tons.....	0	8	9
Do between 20 and 60 tons.....	0	12	6
Do above 60 tons.....	0	15	0
Merchandise or Liquors, $\$$ ton.....	0	1	9
Ashes, $\$$ barrel.....	0	0	5
Beef or Pork, $\$$ barrel.....	0	0	3
Flour or Rice, $\$$ tierce.....	0	0	4
Do $\$$ barrel.....	0	0	2
Do $\$$ $\frac{1}{2}$ barrel.....	0	0	1
Salt, $\$$ ton.....	0	0	9
Pipe Staves, $\$$ Standard M.....	0	15	0
Wheat or other Grain, $\$$ bushel or minot.....	0	0	0 $\frac{1}{2}$
Passengers, each.....	0	0	6
Horses and Horned Cattle, each.....	0	0	6
Hogs, Sheep, Goats, Calves, &c. do.....	0	0	1 $\frac{1}{2}$
Stones, $\$$ ton.....	0	2	6
Lime, $\$$ hhd.....	0	0	3
Shingles, $\$$ M.....	0	0	3
Hay, $\$$ 100 bundles.....	0	1	0

1. The said Rates are for the whole distance from Lachine to Montreal, (nine miles,) and so in proportion for each mile of the distance, that Goods, &c. may be transported on the Canal, but all Boats, Scows, Vessels or Rafts, loading or unloading below Lock No. 4, whether in ascending or descending, shall pay the same as if they passed through all the Locks. A fraction of a mile shall be deemed a whole mile. A fraction of a ton, in the measurement of a boat or vessel, shall be taken according to the number of quarters of a ton therein. A fraction of a quarter of a ton shall be deemed a whole quarter. Timber, Boards, Plank and Scantling in Rafts, to be calculated by the quantity of feet; no quantity under 25 feet shall pay less than for 25. Boats and Scows laden solely with Firewood or other Timber having passed down the Canal and paid the rates are exempted from toll

in ascending, if unladen and empty. Boats, &c. having descended by the River are subject in ascending the Canal to pay one-third more than the above rates of toll. Square-rigged or other Vessels from sea, Schooners, Sloops, Steamers, Barges, Boats, Scows or Vessels of any kind, and Rafts and Cribbs, not using the Canal, are prohibited from entering that part of the Canal below Lock No. 7, or using the Canal Wharf below the said Lock, in order to leave the same free for the use of such Vessels, &c. as navigate upon the Canal.

2. Conductors must be provided with a manifest or list of the packages or pieces comprising the cargo of each Boat, Vessel or Scow under their charge, distinguishing the species thereof; and also the measurement, if the Toll thereon be so payable. The Toll on Merchandise being fixed by the ton, the weight must be marked on each package, whereof the rate is not specifically provided for in the Tariff.

3. If the Collector sees good reason to doubt the correctness of the manifest or list, the cargo may be unloaded and examined; if found incorrect, the expense shall be paid by the owner or conductor of the Boat, Vessel or Scow; if correct, to be reloaded at the expense of the Canal.

4. Boats, &c. shall be detained until the Tolls are paid, and the same power of detention is given, if any damage is done by persons navigating Boats, &c. or being passengers therein.

5. Horses employed in towing must not be driven at any pace but a walk. Boats, Vessels and Scows meeting others in the Canal, those coming down shall keep the side next the tow-path, and those going up give way so as to allow of the others passing over the tow rope.

6. Cribbs, Boats, Scows or Vessels of any kind meeting under any Bridge shall pass in succession, the first that reaches the Bridge passing first, and they shall pass through the Locks in the same order and agreeably to the directions of the Lock-keeper.

7. Cribbs or Timber, when overtaken by Boats, Scows, or other Vessels, must give way

thereto, and sheer off to the side opposite to the towing path, so that such Boats, Scows or other Vessels may pass; and there shall be with all Cribs, Timber, Boats, Scows or other Vessels, a sufficient number of men for the due management thereof.

8. No Timber of any kind whatever shall be allowed to be drawn up the Banks of the Canal, or to lie over the sides thereof.

9. No Cribs of Timber, Boats, Scows or other Vessels shall be admitted into the Canal unless they are in good order, and they must proceed immediately to their place of destination without stopping.

10. The entrances of the Canal at Lachine and Montreal must not be obstructed under any pretence whatever; and all Boats, Scows or other Vessels therein, must be ranged in conformity to the directions of the Commissioners, or the Superintendent or Overseer, whom they may appoint.

11. Boats, Scows or other Vessels, or Cribs of Timber, waiting either above or below the Locks at the Wind-Mills, (Nos. 5, 6 and 7,) must remain on the South-East side of the Canal, so as to leave the other side free for the convenience of loading and unloading.

12. No Cribs of Timber or Boats, Scows or Vessels of any kind shall remain in the Canal, excepting during the time of loading and unloading, or passing up and down; if detained, however, by unavoidable circumstances, they shall not remain along the Wharves, without the special permission of the Commissioners or their Superintendent, and they must be placed in conformity to their or his directions.

13. No Cribs, Boats, Scows or other Vessels, not in immediate employ, shall be allowed to remain in the Canal, or in any Basin of the Canal,

without the special permission of the Commissioners.

14. No Boats, Scows or Vessels of any kind, shall be allowed to be drawn up the Banks or Slips of the Canal, without the special permission of the Commissioners being first obtained.

15. No Cribs, Boats, Scows or Vessels of any kind, shall be left in the Canal, either afloat, sunk or otherwise; and in the Fall of the year, at the close of the Navigation, none shall remain in the Canal, without the special permission of the Commissioners.

16. Persons employing Boats, Scows or Vessels of any kind, are prohibited, in cleaning them, from throwing chips, dirt, rubbish or filth, into the Canal, and from allowing any Timber or Firewood to remain in the Canal, either sunk or afloat.

17. No Merchandise or Effects, or Wood of any kind, and particularly Cord Wood, shall remain on the Banks or Wharves of the Canal longer than forty-eight hours; and at the Wharf below the River Lock, near the Wind-Mills, no Cord Wood shall, on any account, be landed between the said Lock, and a distance of about forty feet below the second Crane.

18. No Cribs, Boats, Scows or Vessels of any kind, which have passed through the Canal, shall remain near the Wharf, below the River Lock longer than a sufficient time to unload, and to take in their loading at the same place.

19. The regular hours for the working of the Locks shall be as follows:—From the first of May to the first of September, from four o'clock, A. M. to eight o'clock, P. M.; and at the seasons preceding or succeeding those dates respectively, from daylight until dusk of evening.

By order,

FREDK. GRIFFIN, Sec.

ST. LAWRENCE STEAMBOAT COMPANY'S RATES OF TOWING VESSELS, EXCLUSIVE OF PILOTAGE, BETWEEN QUEBEC AND MONTREAL, PER STEAMBOATS JOHN BULL AND CANADA.

DRAUGHT OF WATER.	DRAFT OF WATER.							
	9 Feet Draught.	For each additional Foot.	10 Feet.	11 Feet.	12 Feet.	13 Feet.	14 Feet.	15 Feet.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
20 Feet.	25 13 4	2 13 4	29 6 8	32 0 0	34 13 4	37 6 8	40 0 0	42 13 4
21 Ditto.	28 0 0	3 0 0	31 0 0	34 0 0	37 0 0	40 0 0	43 0 0	46 0 0
22 Ditto.	29 6 8	3 6 8	32 13 4	36 0 0	39 6 8	42 13 4	46 0 0	49 6 8
23 Ditto.	30 13 4	3 13 4	34 6 8	38 0 0	41 13 4	45 6 8	49 0 0	52 13 4
24 Ditto.	32 0 0	4 0 0	36 0 0	40 0 0	44 0 0	48 0 0	52 0 0	56 0 0
25 Ditto.	33 6 8	4 6 8	37 13 4	42 0 0	46 6 8	50 13 4	55 0 0	59 6 8
26 Ditto.	34 13 4	4 13 4	39 6 8	44 0 0	48 13 4	53 6 8	58 0 0	62 13 4
27 Ditto.	35 0 0	5 0 0	41 0 0	46 0 0	51 0 0	56 0 0	61 0 0	66 0 0
28 Ditto.	37 6 8	5 6 8	42 13 4	48 0 0	53 6 8	58 13 4	64 0 0	69 6 8

The Downward Towing to be only two-thirds of the Upward Rates.

Any Vessel taking the Boat at any intermediate distance between Quebec and the Church at Batiscan, will pay the full Towing, as if Towed from Quebec. If taken in Tow between Batiscan Church and the Wharf at Three Rivers, to pay three-fourths of the full Towing. If taken

in Tow between the Wharf and Three Rivers and Sorel, to pay two-thirds of the full Towing. If taken in Tow between Sorel and the Church at Pointe aux Trembles, to pay one-half the full Towing; and from the Church at Pointe aux Trembles, or any intermediate place above

the said Points, to Montreal, to pay one-third the full Towage. It being understood that when Towage is engaged for Vessels at Quebec, as they have a preference over others, the full Towage to be paid for, whether the whole, or part, or none of the Towing is performed. The deduction made referring only to Vessels for which Towage has not been previously engaged at Quebec.

Passengers on board Vessels taken in Tow, to pay one-half the Steamboat Steerage Rates.

The Masters of Vessels to furnish Tow-Lines and Hawsers.

Not less than nine feet to be charged as draft of water.

The greatest draft of water to be taken as measurement.

Should the Masters of the Boats, from any just reason, deem it necessary to cast off a Vessel, no deduction to be made on the Towage, provided they are re-taken by first opportunity.

Vessels Towed from Montreal, or any place above Sorel, to Three Rivers, to be charged three-fourths of the Towage to Quebec, and from Three Rivers, and above Port Neuf, to be charged half Towage.

All Pilotage to be paid by the Masters or Consignees.

In the event of any Vessel grounding, when in Tow, in consequence of being too deeply laden, the detention to be paid for, also the Tariff rate, for freight taken out.

N. B.—The Proprietors notify to Masters of Vessels and others, that they will not hold themselves liable for any damage that may be done to Vessels, or their Warps, either in taking in Tow, Towing or casting them off.

Towage payable on demand.

J. MOLSON & SONS, Agents at Montreal.

R. SHAW, Quebec.

H. F. HUGHES, Three Rivers.

R. HARRISON, Sorel.

PLAN

descriptive of the division of

LOTS

proposed to be leased by the

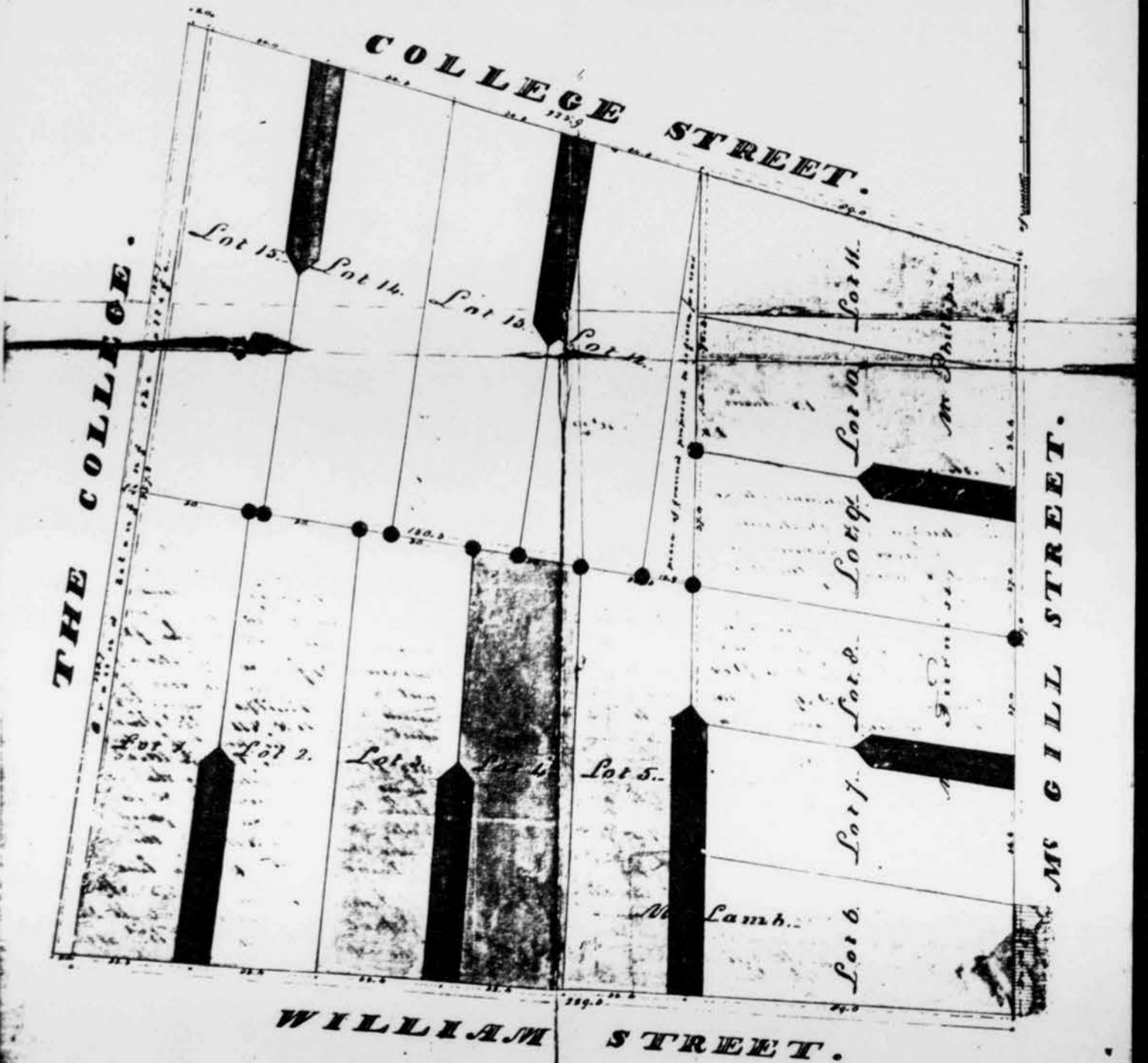
TRUSTEES OF STANN'S MARKET

March 1835.

(All Dimensions on French)

● denotes the pickets planted.

Wall & Co. Surveyors & Architects
15 St. Charles St.



March 1835

Specification

of
Orbitious Works to be done in executing extensions to
the St. Louis Market agreeably to the Design pre-
pared for constructing the same with wood by
James Bourne,
Architect.

— — — — —
— — — — —
— — — — —

Frame and mount each in two folds thirty
shop doors framing three inches in thickness, shut-
ters $1\frac{1}{4}$ inches thick with proper fastenings & ornament
of these doors are to be pictures secured into rebates
with screw nails the other thirteen to be hung and
fastened with hinges and fastenings value on each
for twenty shillings on the average.

The structures to receive these frames to be formed
with tamarac sills 8×11 inches strong posts or pillars
of pine 10×10 inches bored through the centre & re-
lated to receive the doors bases & caps planted on
& bedded with white lead. Architraves or lintels
 10×7 inches related for doors frame two inch deal
on proper strutting. Cornice composed of wood
-ings fascia & tin gutters, line the space above the
doors internally with tongued and grooved $\frac{3}{4}$ inch
deal and form the pediments over the principal
entrances.

Construct the roof with joists of 9×3 inches set
with a rake or fall of one inch to the foot at two
feet centres one end to be spiked to the plates &
the other to be let into and wedged into the pre-
-sent brick gables.

(1)

Cover these joists with $1\frac{1}{4}$ inch rough boarding and "Tramens Cement" executing all seams, cementing J:J: necessary to making the roof perfectly water tight.

Frame and put up around the eaves tin gutters in the usual manner with mouldings J: under-neath to form a bold cornice finishing over the principal entrances with pediments.

The subdivision partitions are to be made with ~~three~~ three inch deals tongued & grooved runners above & below.

Prepare & fit up in two of these partitions two two inch sash doors with locks & fastenings on each valve for five shillings.

All the lumber to be of second quality & to be thoroughly seasoned.

Prime & glaze all these sash doors with oil paint and clear large strong sheet glass putted & puttied with oil putty and afterwards paint all the wood & tin externally with three coats of paint finished in all respects to correspond with the present building—

Lay in the walls all necessary blocks, lintel & bond timbers &c.

Provide & fix with iron joint holdfasts four four inch tin conductors with flanges & shoes.

Lay on the present flooring a straight jointed

1/4 inch deal floor well nailed in single head.
=rips.

Provide & set into the flues in the present gables
four Cast iron pipe Rips for smoke pipes.

Beampill & joint when required all the new
work and make good the new to the old
work.

Remove all rubbish and leave the premises
whole & clean.

Execute all preparations & cutting into old
walls to receive joints & other timbers.

Line wash the walls & ceilings internally with
sized liquid.

Include stells to be constructed on the
outside of south east end of Market-
Street to take on the north west side but
a little larger & made to fill the space
pointed out with fronts to close. a
separate price to be named for these

The whole of the above work to be done to the
satisfaction of the Market Committee

1-2

(3)

Specifications
of
Antipex Irons to be done in
executing extensions of the
St. Ann's Market equally to
the Design prepared for con-
-structing the same with wood
by ————
Wm. Anderson
Architect
66

Specification.

Artificers (masons required in the extensions (if executed in Brick work) to the Saint Louis Market according to the Plans & Elevations prepared by Mr. James Brown Architect.

Masons and Bricklayers Work.

Prepare and set a cut stone base course in long lengths of stone properly dressed, levelled, bedded & backed with good rubble masonry and of sufficient breadth in the down ways to serve as sills & steps.

Provide & set five cut stone window sills each in single lengths dressed & throated.

Construct the external walls with good brick work to correspond with that in the present building the external faces thereof to be of hard burned bricks and the walls throughout to be levelled & pointed.

Run anchors over openings, lead all timbers & linings wash the walls and ceilings internally with size liquid.

Provide and set into the flues in the present gables four cast iron pipe rings for smoke pipes.

Beautify and point where required all the new work and make good the new to the old work.

Remove all rubbish and leave the premises whole and clean.

Execute all preparations & cutting into old walls
to receive joists & other timbers

Materials and other materials to be of the best des-
-cription -

(2)

Carpenters and Joiners Work.

Lay over the present flooring a straight jointed $1\frac{1}{4}$ inch deal floor well nailed in single headings.

Lay on the litch walls to receive the roofs 8×3 ins plates in long lengths and construct the roof with joists of 9×3 ins. set with a rake or fall of one inch to the foot at two feet centres one end to be spiked to the plates and the other to be let into & wedged into the present litch gables.

Cover these joists with $1\frac{1}{4}$ inch rough boarding & "Roman Cement" executing all seams, cementing & if necessary to making the roof perfectly water tight.

Where I put up around the eaves tin gutters in the usual manner with mouldings & underneath to form a bold cornice finishing over the principal entrances with pediments.

The subdivision partitions are to be made with three inch deals tongue and grooved with grooved runners above & below.

Prepare & fit up in two of these partitions two two inch sash doors with locks & fastenings on each valve for five shillings.

Prepare and fit up fire, shop window sashes, well secured to litch work with blocks, lutes & each sash stuff 4×3 inches cross bars $2\frac{1}{2} \times 1\frac{1}{4}$ inch. shutters externally head & flush $1\frac{1}{4}$ inches painting each in seven folds with iron corner boxes &

proper fastenings

Frame and mount each in two folds six chop
dons framing three inches thick, frames rebated &
beaded 4x4 inches shutters 1/4 inch thick with
proper fastenings &c. Three of these dons to be join-
ed to frames with screw nails the other three to
be hung and fastened with hinges & fastenings
value on each for thirty shillings.

All the lumber to be of second quality & to be
thoroughly seasoned.

Prime & plane all these sashes doors & casements with
oil paint & clean large strong sheet glass lugged
& putticed with oil putty & afterwards paint all
the wood & tin work externally with three coats
of paint finished in all respects to correspond
with the present building.

Lay in the walls all necessary blocks bond
timbers lintels &c. -

Provide and fix with iron joint holdfasts four
four inch tin conductors with flanges & shoes.

Montreal 13 June 1839

I will execute the work of the work
contained in this specification for
the sum of one hundred and eighty
pounds currency, it shall be done to the
satisfaction of the Committee and
any extras or alterations that may
be ordered shall be done by me and
I will accept payment for it at the prices
which may be fixed by Mr Brown Architect
the plan of the work is herewith also signed

Witness

Thos. Gomers, A. M. Surprement

Montréal 13 June 1839

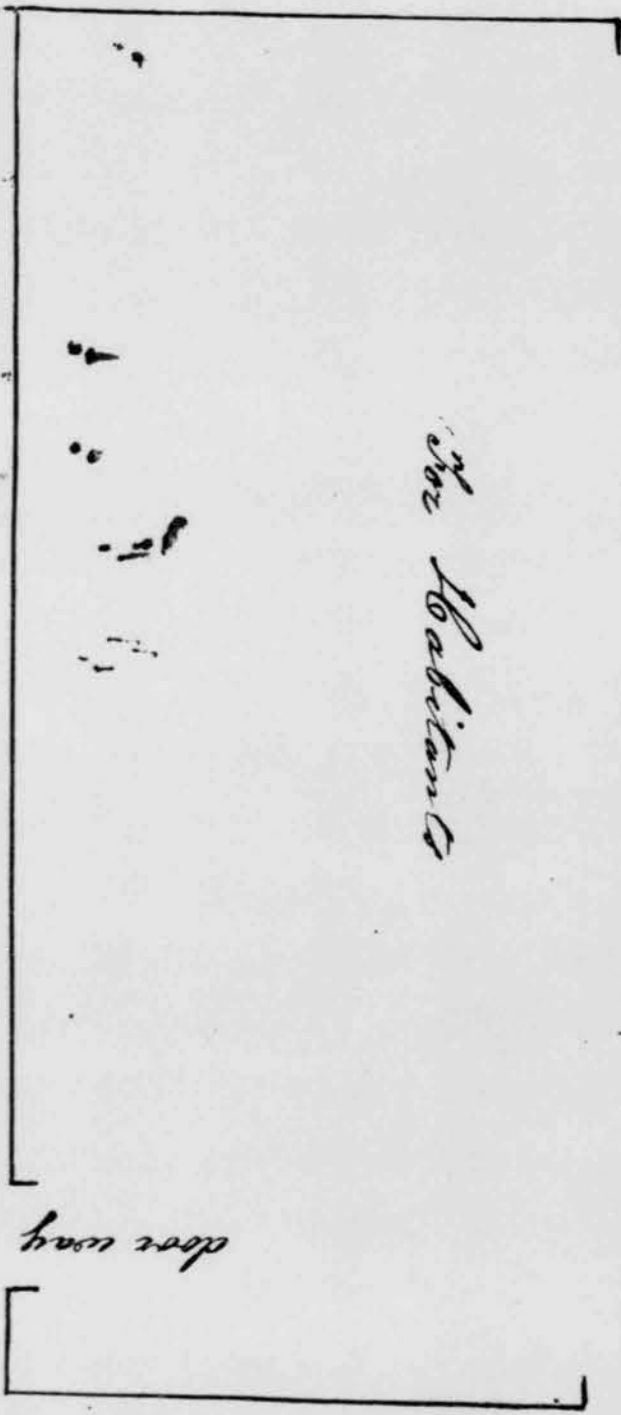
In addition to the above mentioned
work I will make & put up metal
hustler stalls similar to those already
made at the St Anne market the
new ones to fill the same space
on the south east side of the
Market as fourteen of the old
ones fill on the other side. Instead
of a fixed table at the front of
each stall with a folding leaf
I will make a moveable table and
shutter which when used together
will serve to close the stall on
the front. I will furnish all the
fastenings except bolts, and do the
work as directed by the Clerk of
the Market for the sum of ten
dollars each stall making the
whole complete for the sum of
one hundred & twenty dollars

Witness My hand & seal
Wm. Somers M. Surveyor

Specification

of
Anticipens Works required
in the extension of the
rick mks) at the Saint Amos
Market according to the Plans
& Elevations prepared by

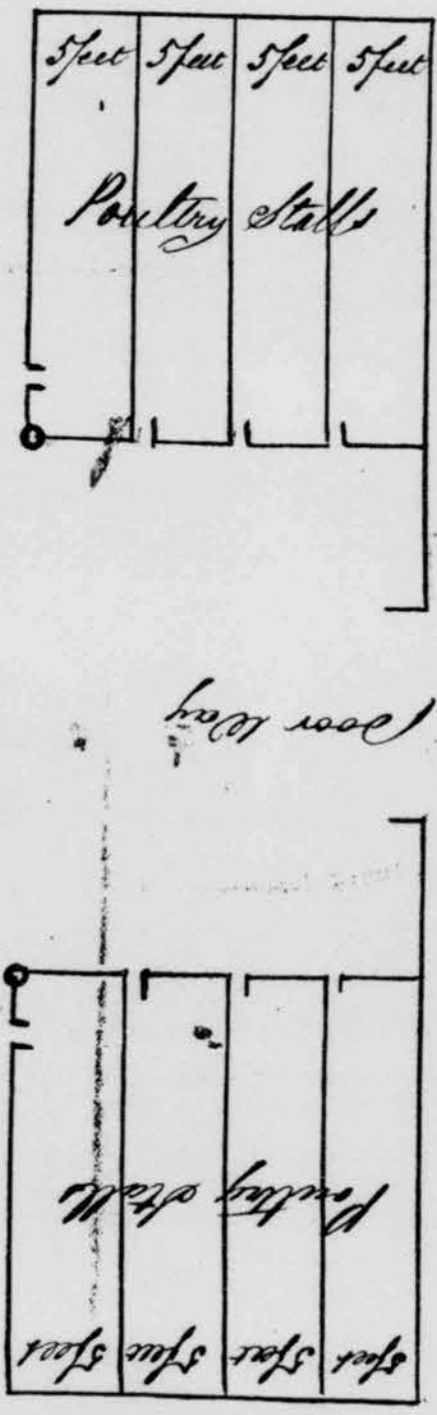
John James Brown
Architect



The Habitant's

door way

Center of market



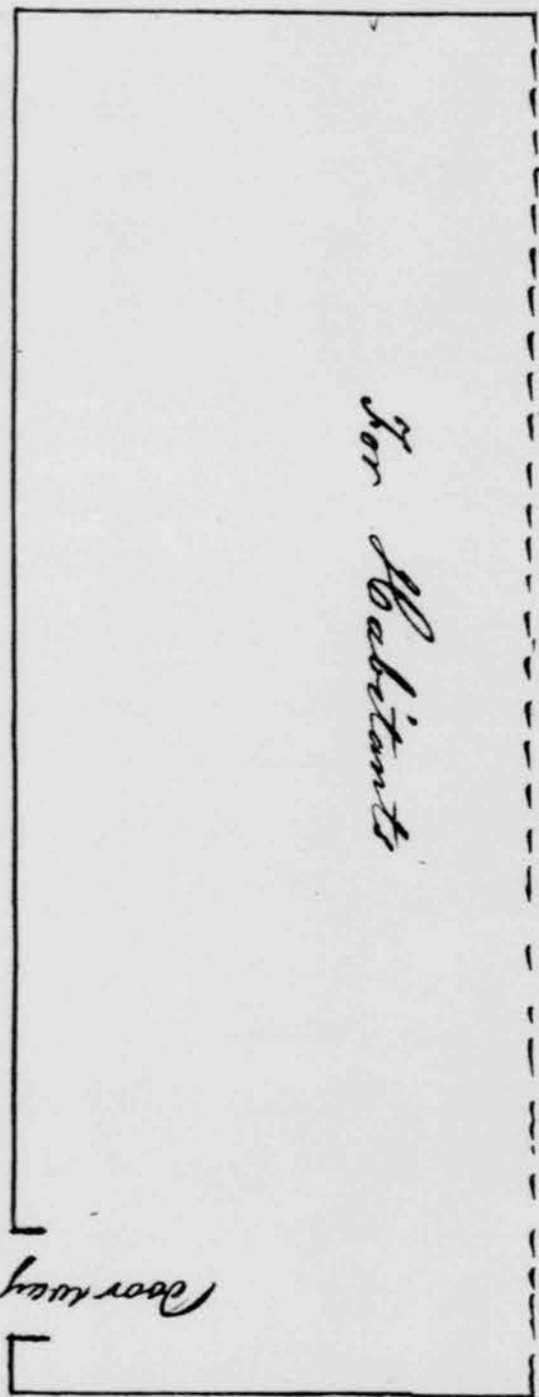
5 feet 5 feet 5 feet 5 feet

Poultry Stalls

door way

Poultry Stalls

5 feet 5 feet 5 feet 5 feet

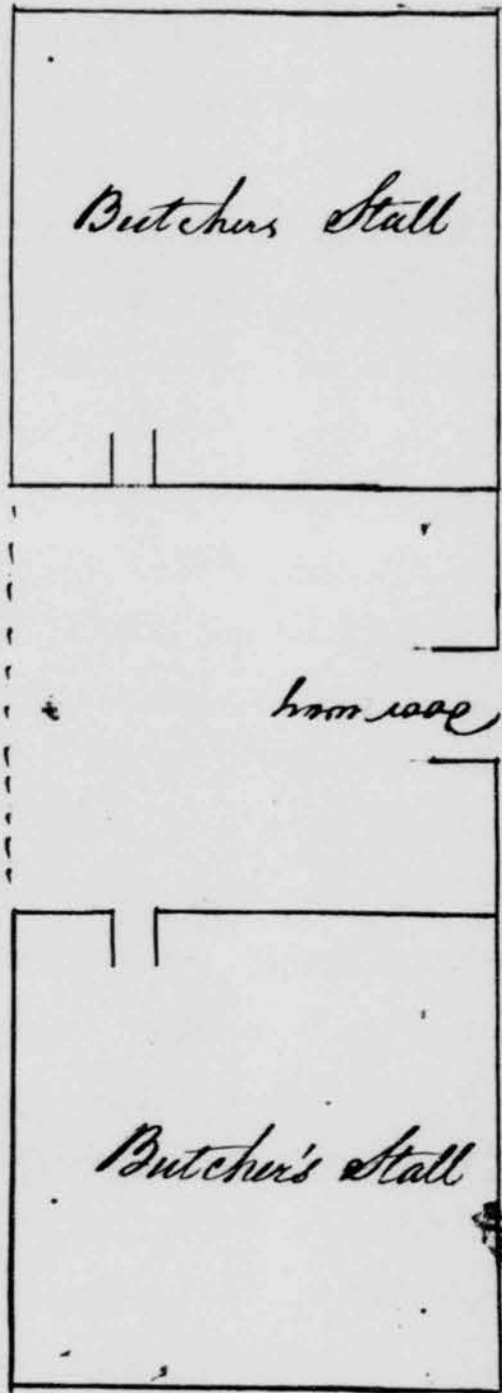


For Habitant's

Doorway



Centre of Market



Butcher's Stall

Doorway

Butcher's Stall

un premier verbal de la fleur en date
du 25 mars 1835 par John Orrell.

25-3-1835

15 Saint Gabriel Street
25th March 1855

Gentlemen

Agreeably to your instructions (received through Mr. Bouthillier) I beg to inform you, that I have measured and staked out the vacant Lots lying on the West Side of Mr. Gill Street, about being leased to Messrs. Furniss, Lamb, and others as follows. The line of the Front on Mr. Gill Street. - I found to contain 207 feet; - at the center of which, I planted a Picket; being the front division of Lots 8 & 9. - to the South of this Picket, I measured and marked 73^{feet} 6^{inches} (which came to the North Side of the upright to the bridge) being the point of division between the Lots 8 & 87th of Messrs. Furniss, & Lamb, leaving 30 feet as the front of Lot 8. - On the North Side of the center division. - I measured, and marked, 37 feet being the point of division, between Messrs. Furniss, & Phillips; leaving 170^{feet} 6^{inches} the front of Mr. Phillips' lots. -

The back line near the College I found to contain 257^{feet} 2^{inches}, - the center of which I also marked, and produced a line from it, to the center of division on Mr. Gill St.

The North boundary line to College Street, - I found to measure 225^{feet} 9^{inches} (exclusive of the 5 feet reserved to the College) along which line at 89 feet from the line of front on Mr. Gill Street, I marked the point of division between Lots 11 & 12, being the extremity of Mr. Phillips' lots.

The South boundary line to William Street, I found to measure 254^{feet} 5^{inches} (also exclusive of the 5 feet belonging the College) along which line at 89 feet from the line

f.

your
stake

your
stake

-front to Mr. Gill Street, I marked the point of
division, between Lots 5, 8 & 9, from which point,
I produced a line to the division of lots 11 & 12,
on College St^e at the intersection of which lines,
with that, of the center division from front,
to back, I planted a picket; being the point
of division, between lots 5, 8, 9, & 12. - I then
measured south of this picket $75^{\text{feet}} 10^{\text{inches}}$ and
planted a picket as the division, between
lots 5, 10, & 7, - leaving a dimension of $39^{\text{feet}} 10^{\text{inches}}$ -
for the extent of the back of lot 6, - continuing
the same line North, of the point of intersection
I measured 37 feet and planted a picket as the
point of division in the rear, of Lots 9 & 10, Mr.
Furniss, & Mr. Phillips, leaving $75^{\text{feet}} 3^{\text{inches}}$ for the
extent of Lots 10, & 11, - (Mr. Phillips's) -

From the point of intersection measu-
-ring West to the College Wall, I found $150^{\text{feet}} 3^{\text{inches}}$
leaving the 5 feet belonging the College) along
which line I measured 30 feet 3^{inches} and
planted a picket, as the point of division,
in the rear, of lots 4, & 5, the extremity of
Mr. Lamb's Lots. - On the line of William
St^e, I measured and marked $32^{\text{feet}} 10^{\text{inches}}$ from the
89 feet as the extent of Lot 4 (Mr. Lamb's) $32^{\text{feet}} 10^{\text{inches}}$
as the extent of Lot 4, - $33^{\text{feet}} 10^{\text{inches}}$ as the extent of
Lot 3, - $33^{\text{feet}} 10^{\text{inches}}$ as the extent of Lot 2, - leaving
 $33^{\text{feet}} 3^{\text{inches}}$ as the width of Lot 1, - after
measuring off the 5 feet belonging the College. -

I have the honor to remain
Gentlemen,
Your most obed^t. servant
John Estell

To The Trustees
of the
Saint Ann's Market
Montreal - - - - -
P^{ost}. May 7. - Agreeable to further instructions I have marked
and staked out, Lots 12, 13, 14, & 15, - as well as replanted the
pickets displaced - according to the dimensions on the
accompanying plan - Estell.

C A P. LX.

Ordonnance pour amender certains Actes y mentionnés, relatifs à une certaine place de Marché à Montréal.

ATTENDU que par un certain Acte de la Législature de cette Province, passé dans la septième année du règne du Roi George Quatre, chapitre quatorze, intitulé, "Acte pour l'établissement d'une nouvelle place de Marché à Montréal," les Juges de Paix résidant en la Cité de Montréal, ou cinq d'entre eux, qui devaient être nommés en la manière y mentionnée, ont été constitués Syndics pour mettre le dit Acte à effet :—Et attendu que par un certain autre Acte passé dans la neuvième année du même règne, chapitre trente-huit, intitulé, "Acte pour amender un Acte passé dans la septième année du règne de Sa Majesté, pour l'établissement d'une nouvelle place de Marché à Montréal, et pour étendre les dispositions du dit Acte," il est Statué entre autres choses, que toute vacance dans le nombre de tels Syndics sera remplie de tems à autres en la manière y mentionnée, de manière que tel nombre soit toujours complet; et que toutes les dispositions de l'Acte premièrement cité ci-dessus, s'étendront à tous lot ou lots de terre qui pourraient être ci-après donnés par Sa Majesté, ses hérities ou successeurs, pour l'usage et l'avantage du dit Marché ; et que les dits Syndics et leurs successeurs en office, seront investis de la propriété de tels lot ou lots de terre, pour les fins du dit Acte premièrement cité ci-dessus ;—et attendu qu'un certain lot de terre a été ensuite donné aux dits Syndics par feu Sa Majesté le Roi Guillaume Quatre, pour les dites fins, et que les dits Syndics pour le tems d'alors ont représenté qu'il serait très avantageux pour le dit Marché et pour la Cité de Montréal, qu'il fussent autorisés et eussent le pouvoir de donner à bail pour l'espace de trente années ou environ, le dit lot de terre ainsi accordé, ou aucune partie d'icelui, ce qu'ils ne peuvent faire d'après les dispositions des dits Actes ;—et attendu qu'il est expédient des les autoriser et de leur donner pouvoir à cet effet :—Qu'il soit donc Ordonné et Statué par Son Excellence le Gouverneur de la Province du Bas-Canada, par et de l'avis et consentement du Conseil Spécial constitué et assemblé pour les affaires de la dite Province, en vertu et par l'autorité d'un Acte du Parlement du Royaume-Uni de la Grande-Bretagne et d'Irlande, passé dans la première année du règne de Sa présente Majesté, intitulé, "Acte pour établir des dispositions temporaires pour le Gouvernement du Bas-Canada," et il est par les présentes Ordonné et Statué par la dite autorité, qu'il sera et pourra être loisible aux dits Syndics ou à leurs successeurs en office, de donner à bail pour un espace de tems qui n'excédera pas cinquante-cinq ans, à telles conditions, et pour tels objets qu'ils croiront les plus avantageux pour le public, tout ou aucune partie d'un certain

Preamble.

*Marché
Ste-Anne*

Les Syndics nommés en vertu de l'Acte de la 7e Geo: IV. Chap: 14, pourront don.

certain lot de terre situé en la dite Cité de Montréal, borné au nord-ouest par la rue du Collège, au sud-est par la rue des Enfans trouvés, au sud-ouest par le terrain appartenant au Collège de Montréal, et au nord-est par la rue McGill ;—lequel dit lot de terre a été accordé aux dits Syndics pour le tems d'alors et à leurs successeurs en office, pour en jouir et le posséder pour les fins et suivant les dispositions des dits Actes, par Lettres Patentes de feu Sa Majesté le Roi Guillaume Quatre, en date du vingt-sixième jour de Janvier mil huit cent trente-trois, et dans lesquelles le dit lot est plus particulièrement désigné: Pourvu toujours, que les conditions auxquelles tel bail sera fait, ne seront contraires en aucune manière à la teneur des Lettres Patentes, et cette Ordonnance ne pourra pas non plus être interprétée comme donnant aux dits Syndics, ou à leurs preneur ou locataire ou locataires, un meilleur titre que celui que les dits Syndics auraient pu avoir pour toute matière ou chose relative au dit lot, et réservée par les dites Lettres Patentes, ou comme affectant ou annullant aucun droit ou pouvoir que s'est réservé Sa dite Majesté, pour elle, ses héritiers ou successeurs.

ner à bail un certain lot de terre donné pour l'usage d'un Marché établi à Montréal en vertu du dit Acte.

J. COLBORNE.

Ansi Ordonné et Statué par l'autorité susdite, et passé en Conseil Spécial, sous le Grand Sceau de la Province, à l'Hôtel du Gouvernement, dans la Cité de Montréal, le onzième jour d'Avril, dans la deuxième année du règne de Notre Souveraine Dame Victoria, par la grâce de Dieu, Reine de la Grande-Bretagne et d'Irlande, Protectrice de la Foi, &c., et l'an de Notre Seigneur mil huit cent trente-neuf.

Par Ordre de Son Excellence,

W. B. LINDSAY,

Greffier du Conseil Spécial.

CAP.

H h h h

C A P. LX.

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Préambule.

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J. COLBORNE.

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Par Ordre de Son Excellence,

W. B. LINDSAY,

Greffier du Conseil Spécial.

CAP.

H h h h

Report
of
Committee on Markets.

To The Honorable the Mayor, Aldermen
and Citizens of the City of Montreal,

Your Committee respectfully Report,
That, in conformity with an Order in Council
of the 31st Ult^o, they carefully examined the
General Applications for the Office of Weighing,
Chief of the New Market (thirteen in Number)
referred to them, together with the General Vouchers
accompanying the Applications; and they are
of Opinion that W. William Brown, late a
Constable, in the City Police, is the best qualified
and most eligible Applicant for the Office.

Your Committee therefore recommended him
for the Appointment, and of which is nevertheless
respectfully submitted.

Committee Room
City Hall
17 Nov. 1840

Stanley Begg
John Campbell
Rich^d Murray

7-11-1840 .1-6

7 Nov. 1840

Report
of
The Committee on
Markets

Presented
7 Nov. 1840 -
M. G. H.

Before us the undersigned Public
Notaries duly admitted and sworn in
and for the Province of (Canada) residing
at the City of Montreal in the said Province.
Personally came and appeared George
Johnson Holt Esquire, residing at the
said City of Montreal, acting to these
presents for and on the behalf of and
as representing legally the Trustees
duly appointed under the authority
of an act of the late Parliament
of this Province for the erection and
Management of the New St. Ann
Market of the said City of Montreal.
Who doing as aforesaid did and doth by
these presents let and lease and
promise to procure peaceable en-
joyment unto Christopher Morgan,
Joseph Bourdon, Joseph Dage-
nais, Louis Gougeon, Francis Forsten
Emercy Lavigne, John Parker But-
chers residing at the said City of Mont-
real, hereto present and accepting
leases for themselves respectively and
individually the following stalls
in the said Market bearing numbers
as herein after mentioned, at and under
the following clauses conditions provisions
and restrictions, and for the rents res-
pectively, to which the said stalls, each
and every of them were this day adver-
tised, put up for sale and adjudged
to the said lessees respectively and

"and James
Smith
[Signature]

24-9-1841 personally

1-9

personally as last bidders by order of the said Trustees for the better advantage of the said St Ann Market, by Amable Dorval Crier Public of this said City Lowit, To the said Christopher Morgan the stall in the said market bearing number thirty three. To the said Joseph Boudon the stall bearing No thirty four To the said Joseph Dagenais the stall No thirty five. To the said Louis Gougeon the stall No thirty six. To the said Francis Forster the stall No thirty seven To the said Emery Savigne the stall bearing No thirty eight. To the said John Parker the stall No thirty nine and to the said James Smith the stall bearing No forty all the said stalls lying at the North East extremity of the said market.

With the whole the said lessees content and satisfied having seen the same.

This present lease is made for and during the term and space of nine months to be computed and reckoned on from the first day of October next ensuing at and under the following conditions and restrictions to wit.

That the said lessees shall respectively and individually fit up at their respective own costs and expenses immediately in a substantial way to correspond with the other stalls of the said Market under
the

the Superintendance of Mr Bernard
Leprohon principal Clerk of the said
Market their respective stalls as But-
cher's stalls and to be occupied as such
during the said term which & all and
every of the said fitting up and fix-
tures shall remain and belong to the
said Market at the end of this present
lease without any compensation being
allowed to them the said lessees for
the same.

That the said lessees shall not transfer
under any pretence whatsoever their right
of any part or portion of the said Stalls
without the consent of the said Trustees
or their representatives first had and
obtained in writing for that purpose,
shall conform themselves to the
Rules and Regulations relating to
the Markets in this said City in ge-
neral and especially to the Farmer
Market aforesaid. Shall not drive
nails nor hooks into the columns or
other parts of the said Market House so
to damage or deface the same nor
shall permit any other persons to do so.
Shall keep their said stalls in good and
clean order, and shall replace any panes
of Glass that shall be broken during
this present lease in their each and
every of their respective stalls. That
the said lessees respectively shall provide
themselves with a Block or Bench to
cut

24-9-1841

personally

1-9

cut the meat upon, it being expressly
forbidden to use for that purpose the
Table now fitted up.

That the said lessees shall respectively
run in a direct line from the inside
of each Pillar or Post to the wall the divi-
-sion or partition of the said Stalls
which division shall be made of two
inch seasoned planks in the same
style as those already made in the mar-
-ket at their own respective costs as afore-
-said.

That the said lessees shall pay each
for the costs of these presents the sum
of two shillings and six pence currency
and one shilling & three pence said
currency, to the Crier for each said
lessee.

That the said lessees respectively and
individually shall have the refusal
of their & each of their stalls respectively
at the end of these presents for one
Year longer at the same rate per annum
in proportion of the rent for this present
lease and under the same clauses and
conditions as herein before stated.

That the said lessees shall give security
respectively for the due payment of
their respective rents and the fulfill-
ment of these presents, and further
shall pay half of the amount of their
respective rents and the fulfillment of
these presents, and further shall pay

in

in advance before taking possession of their stalls.

And further this present lease is made for and in consideration of the price and sum of Ten pounds currency for the said term, for stall No thirty three, adjudged to the said Christopher Morgan nine pounds said Currency for stall No thirty four, adjudged to the said Joseph Bourdon eight pounds five shillings said Currency for stall No thirty five, adjudged to the said Joseph Sagmas seven pounds fifteen shillings said currency for stall No thirty six, adjudged to the said Louis Gougeon eight pounds said currency for stall No thirty seven adjudged to the said Francis Forster, seven pounds ten shillings, said currency, for stall No thirty eight adjudged to the said Emery Laigne, nine pounds five shillings, said currency for stall No thirty nine, adjudged to the said John Parker and eleven pounds for stall No forty adjudged to the said James Smith, which said rents the the lessees do hereby promise to pay in two equal payments in advance the first whereof payable on demand and the second & last payment in four months & a half from the first of October next aforesaid.

And at the same time also appeared Alexis Fournier dit Préfontaine, of Longueuil, as security for Joseph

Bourdon

personally

24-9-1841

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Bourdon aforesaid. Louis Picard &
Edouard Ferrault of Montreal, on the behalf
of the said Joseph Dagenais Louis Daurais
of the same place, on the part of Louis Jou-
geon. Etienne Llercier & Joseph Dagenais
both of the same place Butchers, on behalf
of the said Emery Lavigne. William Gumble
painter of the same place on behalf of the
said John Parker, and Louis Picard aforesaid
and the said Edouard Ferrault on
behalf of the said James Smith, which
said parties did and do hereby become
Bails & securities as aforesaid for the due
payment of the rent to be paid on the
part of the said lessees respectively, for
whom they are securities as herein before
mentioned for this &

Thus done and passed at the said City
of Montreal at the said Market, on
the Twenty fourth of September One
thousand eight hundred and forty one
in the After noon, and the said Parties
have signed with us the said Notaries
except some of them who have made
their marks declaring not knowing how
to sign these presents being first duly
read and translated in French.

Signed by G. W. Justice. G. Morgan. Mr. Parker.
" Louis Jougeon. Etienne Llercier. Emery
" Joseph Lavigne. J. L. & J. P. M. P. J. P. M. P.
A true copy of the Original is given in my
Office in words as are null.

J. P. M. P.

40

The 24th September 1841

Lease of Butcher's
Stalls from the Trustees
of the New St Anne
Market.

To

Christopher Morgan
& alii

Copy



This copy is free from
any charge



(1.)

St. Ann Market

Extracts from the Minutes of City Council.

1 July 1841

Alderman Rodier moved, seconded by Coun. Phillipps

That a Committee be appointed to communicate with the auditors of the St. Ann Market, with a view to ascertain upon what terms they would be disposed to cede the said market to the City, with instructions to report to this Council with all convenient despatch.

On motion of Councillor Guy, Sec^d by Ald. Tobin

Ordered - That the consideration of Alderman Rodier's Motion on the subject of the St. Ann Market be postponed to the next meeting of Council.

5th July 1841.

Councillor Guy moved, Sec^d by Coun. Phillipps

Resolved

" That a Committee be appointed for the purpose of investigating the several Statutes & Ordinances relating to St. Ann Market, ascertaining to what extent the Corporation has by Law the management and the superintendance of the same, as well as the Lot of Ground granted to the Trustees of said Market by Letters Patent of His late Majesty King

1841-1842

.13

King William the IV, dated 26 January 1833; the amount actually due by the Directors, under the Provisional Statutes of 1824 Sec. 4; the power of the Corporation is regulated all articles is about any articles that be imposed to sell, issue, market, and imposing a duty or duties on such articles. The Committee respect with all Government Agents.

The Honorable Mr. W. J. G. M. and the
Said Committee.

Committee Guy. Chairman.

Messrs. de la Haye

Committee Phillips. Messrs. Campbell

City Hall 29 July 1851

Messrs

Stoffell, Lacombe, Guindal,
Bouché & Holt

Les Trustees St. Anne Market
Gentlemen,

I am directed by the Committee of the Council appointed to present to certain enquiries in relation to the St. Anne Market, to request you will acquaint them with the amount due, and the persons to whom it is owing, by you in your late capacity of Trustees of the said Market, also that you will give them communication of the plans & specifications of the Market as a copy, then will all accounts connected in your possession, having reference to the money borrowed in conformity with the provisions of the Provincial Statutes of Geo 4. Cap. 14. and 9 Geo 4. Cap. 33, and the mode and periods of its application: I am further directed to request you will supply the Committee with a copy of the Authority from the Justice of the Peace, required by the 3. Section of the Statute of Geo. 4. Cap. 38. for borrowing the additional £1000, therein referred to; and also all other deeds and documents having relation to the lot of land, granted to you as Trustees of the said Market by Letters Patent of His late Majesty King Geo 4. W. dated 21 Jan'y 1833.

I have the honor to be

Yours &c

J. P. S. City Clerk

TO THE MAYOR, ALDERMEN, AND CITIZENS OF THE CITY OF MONTREAL DULY ASSEMBLED IN COUNCIL,

The Special Committee appointed to investigate the several Statutes and Ordinances relating to the St. Ann's Market,

RESPECTFULLY REPORT—

THAT Your Committee, in conformity with the Resolution of the Council, adopted on the 5th July last, have investigated the several Statutes and Ordinances relative to the St. Ann's Market, in this City, with a view to ascertain to what extent the Corporation has now by law the right of managing and superintending the said Market, as well as of the lot of ground granted to the Trustees of said Market, by Letters Patent of His late Majesty, King William the Fourth, dated 26th January, 1833.

In referring to the 7th Geo. IV. cap. 14, sec. 1, it is enacted, that that space of ground, commencing at the bridge, at the end of St. François Xavier Street, and lying between Foundling and Commissioners Streets, and extending from the said Bridge up to the new Bridge at the extremity of McGill Street, shall be, and the same is thereby appropriated and set apart for a Market-place, and the Justices of the Peace residing in the City of Montreal, or five of them, named at a general meeting of said Justices of the Peace, are thereby constituted and appointed Trustees for the purpose of carrying the said Act into effect.

By the 4th Sect. the said Trustees, for defraying the expenses of erecting a suitable new Market House or temporary Stalls, and Weigh House (on said space of ground) are authorized to borrow on legal interest a certain sum of money.

By the 5th Section, said Trustees are authorized, for surety of the principal and interest, to pass a deed of mortgage to the lenders of money, binding and hypothecating the rents or profits to be derived from the said Market House or temporary stalls, but no other funds, rents or profits whatever shall the lenders of the money, their heirs, executors, creditors or assigns, have any lien or claim whatever upon, for or by reason of the money they shall have so lent.

By the 9th Section, the Justices of the Peace, in their Quarter Sessions, are authorized to allow the Clerk or Clerks of the said Market, such fees as to them shall appear to be reasonable, to an amount not to exceed annually the sum of One Hundred pounds currency.

By the 11th Section, it is stated, that whenever the principal and interest of the money borrowed shall be paid off, all money then remaining, and all further sums which may arise to, and come into the hands of the Trustees, shall be considered as belonging to the City of Montreal, to be appropriated to general purposes.

Having had reference to the 9th Geo. IV. cap. 38. Sec. 1, it is again enacted that, in case of death, resignation or absence, it shall be lawful for the Justices of the Peace to appoint another person, being a Justice of the Peace, to be Trustee.

By the 2d Sec. the powers of the Trustees are restricted to the management, superintendance and direction of the affairs of the said markets and the buildings, in so far as relates to the funds thereof, and the disposal and application of the same, in establishing, upholding and improving the said Market and the buildings required for the same.

By the 6th Sect. all the provisions of the said Act, 7th Geo. IV. chap. 14, shall extend to any lot or lots of ground which may hereafter be granted by His Majesty, his Heirs or Successors, for the use and benefit of the new Market of Montreal established by virtue of the said Act, and the property of such lot or lots shall be vested in the Trustees aforesaid and their successors in office, for the purposes of the said Act.

By the above recited Sections of both the 7th and 9th Geo. IV, it is evident that the piece of ground designated in the former Act, as well as the lot of ground granted by His late Majesty William IV., to the Trustees of the said St. Anne's Market, is the property of the city, and were put under the control of the Justices of the Peace as administrators of all municipal affairs of the City; that the right, on the part of the Justices, to appoint five of them as Trustees, was optional, inasmuch as they had a right to act collectively had they deemed fit; and that the condition enjoined by the two Acts, that the Trustees should be Justices of the Peace, show evidently that the appointment of Trustees was a mere delegation of power which could last no longer than the body itself of Justices of the Peace, as regards the municipal affairs of the city.

By the Ordinances 4th Vict. chap. 36, Sec. 45, this Corporation are vested with all the powers and authorities, which by virtue of any of the Acts of the Legislature of this Province, and by virtue of any Ordinance or Law in force in this Province, have been and are vested in the Court of Quarter Session or Special Sessions of the Peace, or any of them, touching or concerning Market Houses, &c. &c.

It is manifest that by force of this Ordinance, all the powers which were vested in the Justices of the Peace, or in the Trustees by them appointed, at the time of the passing of the said Ordinance, concerning the said St. Anne's Market, are now vested in this Corporation.

Your Committee are therefore of opinion that this Corporation are legally entitled to the actual possession of said St. Anne's Market and of the lot of ground making part thereof, and that they should immediately assume the control and management of the same, and make By-laws for its proper regulation.

As to the right of the Corporation of imposing a duty upon all vehicles visiting the said Market, it was necessary to refer to the Ordinance 4th Vic. cap. 32, sec. 18, para. 8th, in which it is enacted that the Corporation shall have power to make By-laws for regulating all vehicles of any kind whatever, in which any article shall be exposed for sale in any public market, or in any street or public place within the city, and for imposing a duty or duties on such vehicles, &c. &c.

No doubt can be entertained that by this section of the said Ordinance, the Corporation has the power of imposing a duty or duties on all vehicles resorting to St. Anne's Market.

Your Committee have not been able to ascertain the amount due by the late Trustees of said Market, for money borrowed and expended under the provisions of the said Acts 7th and 9th, Geo. IV. They have requested the said Trustees to produce before your Committee, all documents, plans, specifications, and vouchers relating to the said market, but have not yet received any answer from the said Trustees upon the subject.

The whole humbly submitted.

Signed. HYTE. GUY, Chairman. THOMAS PHILLIPS. WILLIAM MOLSON,

Presented 2^d August, 1841.

9⁵ August 1841

The order of the day for the consideration of the
Report of the Special Committee relating to the
St. Ann Market having been read,

In notice of Council given by Alderman de la Haye

Ordered That the Report of the Special Committee
relating to the St. Ann Market, be approved and
acted upon.

vide Printed Report

A Motion of Court, Aug. 20. 1849. to be taken delivery

Ordered

That the late Trustees of St. Ann Market - actually, in possession of the said Market be immediately notified by the City Clerk. That the Corporation have this day, Resolved. That by Law they are authorized to take immediate possession of Saint Ann Market, and also of the lot of Ground granted by His late Majesty to the Trustees of said Market - and to request the said late Trustees to deliver up to the Corporation the Keys of the said Market, and also all papers and documents relating to the said Market and lot of Ground making part thereof; and that the City Clerk do also notify the Trustees of the several Edifices built upon the said Lot of Ground, that in future all rents of said edifices within the said Buildings shall be paid to the Corporation;

City Hall 11 August 1849.

Messieurs Messrs. Linné,
Jouant Secrétaire d'Hôtel
late Trustees of St. Ann Market
Gentlemen

I am directed to acquaint you, that at the meeting of Council held on the 9th Instant, it was Resolved, "That the Corporation of the City are by Law authorized to take immediate possession of - St. Ann Market, and also of the Lot of Ground granted by His late Majesty William the W, by Letters patent dated the 26th January 1833, to the late Trustees of the said Market. I am further directed to request you will deliver up to the Corporation, the Keys of the said Market, and also all papers and documents relating to the said Market & the said Lot of Ground making Parts thereof.
I have the honor to be
Yours Obedient Servant
J.P.S. City Clerk

7.
15 December 1841

His Honor the Mayor named as a committee
to visit the Trustees of St. Ann's Market, and to
negotiate with them on the terms upon which they
will be disposed to lease the market to the City.

Alderman Rodie - Chairman
Alderman de la Rivière
Committee Report.

14th December 1841.

The majority of the Special Committee appointed
to visit the Trustees of St. Ann's Market, and to
negotiate with them respecting the terms upon
which they will be disposed to lease the market
to the City, reported the result of an interview
had by the Committee with the said Trustees, the terms
and conditions on which the Trustees are willing to lease
the market, and their recommendation to accept
of the said terms.

On motion of Alderman de Pléury, seconded by Ald. Rodie

Ordered -

That the said Report be taken into consideration
at the next meeting of Council.

17 January 1842

The order of the day for the consideration of
the said Report, having been read, and the
said Report having been again,

Moved by Alderman de Pléury seconded by Coun. Mathewson
That

That the said Report be adopted.

Ordinary Question moved in Amendment
Seconded by Alderman Rodino.

That the consideration of the said Report
be postponed, and that the Mayor be authorized
to take legal advice, as to the right of the
corporation to take possession of the S. O. Market,

The Council divided on the motion in Amendment—

In the Amendment,	9
Against	4

Business carried on the 27th inst.

The question being then put on the main motion
it passed in the negative on the division.

City Hall 20th January 1842.

C. Parker Esq.

Esq.

Sir,

The Mayor of this City, in
a resolution passed on the 27th inst.,
having been authorized to take legal advice, as
to the right of the Corporation to take possession of the
S. O. Market, in conformity with the conclusions of the
accompanying printed Report of a Special Committee
of the Council, I have been directed to transmit you
a copy of the Report, which I give you the honor
of doing, and to acquaint you that this Report
was submitted to you and G. J. Clarke Esq. as the
professional Gentlemen whose opinion in the matter
is

Yours

It is desired of obtaining at your earliest
convenience.

His Honor is desirous of
obtaining your opinion, if the Corporation, in
the event of obtaining possession of the Market,
possess the right of imposing Taxes upon it
in the same Manner as the 14th 15th Paragraphs
of the Report of what for your convenience I have
marked, and in relation to the latter subject
has directed me to direct your special attention
to the 11th Clause of the 7. Geo. 4. Act. 11.

I have the honor to be Sir
Yours City Clerk

20th March 1847.

The opinion of Messrs. Bouverie & Co. in
relation to the right of the Corporation to take
possession of the St. Ann. Market & the other
matters proposed to them, in Conformity with
the resolution of Council of the 17th June, last year,
was presented by His Honor the Mayor to the
Council, and to the City Clerk, and

ordered

That the same be laid for the consideration
of the Council.

Vide Report

11 March

16 March 1842.

The motion of Com^r Stodolph's order to Old City Bank.

Resolved. That this House do hereby be authorized to
 give the Directors of the St. Lawrence Bank, the
 amount of the first loan obtained by them in
 and by virtue of the provisions of the 7th of Cap. 14, 1834,
 being 9,500 £, without interest, & the amount
 of the said loan is as expressed attached, being
 with the interest accrued thereon £6,574.17 6/11
 with leave to the said Directors to draw up
 the said order to the said Bank, and to make
 all such orders as may be required, with respect to
 the said order, and all other matters
 and interests therein, to the satisfaction of the
 said Directors, and to take such measures as may be
 necessary for the satisfaction of the said order, as
 follows to-wit: That Bonds for the amount of the said
 loan (being £6,574.17 6/11) in ten years after
 the date of the date thereof, and the Bonds for the
 amount of the first loan of 9,500 £, payable
 in five years of their date.

Done in the City of Montreal
 this 16th day of March 1842.
 Signed and sealed by the President of the said Bank.

15 April 1842

His Honor the Mayor presented and read a letter from the Honorable G. Moffatt, Chairman of the Trustees of St Ann Market, communicating the inability of the Trustees to accede to the Terms on which it was proposed to them to surrender the said Market, and offering to transport, and its dependences, to the City, for the sum of £10283.12.2 Currency, in Corporation Bonds, bearing 6% interest payable half yearly, of which £11,544.7.4 are to be redeemable in 20 Years and £6,694.2.10 in ten Years, with reserve however of the last 6,694.2.10 to be due on the first term, to be collected by the Secretary.

Ordered That the said letter and proposition be taken into consideration at the next meeting of Council.

29 April 1842

The Order of the day for the consideration of the letter and proposition of the Honorable G. Moffatt, for the surrender to the City of the St. Ann Market & its dependences, having been read,

Resolved, That the proposition for the surrender of the St. Ann Market, contained in the said letter be not acceded to; but that the Council do adhere to the Terms & conditions for the Surrender thereof, adopted at the Meeting of the sixteenth day of March last past, and in conformity with the Order made at the said

Said Meeting, communicated to the said Trustees on the nineteenth day of the said month of March: - and that the City Clerk be directed to write to the Honorable George Moffatt to the said Effect,

Letter from the City Clerk
to the above effect
dated 30th April 1842

18 May 1842.

That Messrs the Mayor, having received the following Communications from Messrs Moffatt, Ferrand & Hunt, read the same and submitted it to the Meeting

The Undersigned empowered to conclude an arrangement with the City Council for the Surrender to the Corporation of the St. Ann Market and its dependances, Submit the following basis of Settlement in reference to the proposal made by the Council on the 19th March last:

The Corporation to be deemed to have been in possession of the Market and its dependances on and since the first day of the present month, and to be entitled to the Income and rents thereof from that date - but the rents due
said

Said date to belong to the Creditors of the Market and to be collected by the Trustees.

The Council to issue Corporation Bonds for the sum of £ 9000 - redeemable in 20 years, and for the sum of £ 6,570.19.6 redeemable in 10 years, from the 1st May 1842.

The Bonds to bear interest, at the rate of 6 % p. Annum - payable half yearly on the 1st May & 1st Nov. :- to be issued in favor of the Trustees of the Market or bearers, in sums as may be required by the Trustees in settling with the Creditors, and to state that they have been issued in liquidation of the Market debt assumed by the Corporation;

The Building of the Market House to be insured by the Corporation against loss or damage by Fire, for a sum equal to its value in case of destruction.

The Income derived from the Market including the rent of the property assigned to the Corporation by the Trustees to be kept under a separate head in the Books of the Corporation, and the same to be held, as set apart and appropriated towards the payment of the Bonds, principal and Interest, issued in liquidation of the Market debt.

Montreal 10 May 1842.

(Signed) G. Moffatt
 " J. Ferrance
 " H. J. Gunn

Ch. Motin

18 May 1842.

On Motion of Councillor Leveillé, seconded by
Councillor Matthews.

Ordered. That the Police Committee be instructed to
prepare a By-Law authorising His Honor
the Mayor to conclude an Agreement with
the Trustees of the St Ann Market, for the
possession, terms, and conditions set forth
in the document now read to the Council by
His Honor the Mayor and herewith filed.

St. Ann Market,

Extracts
from Minutes of Council
1841-1842

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N^o 1,34
By
Sunday Persons
to
Messrs Moffatt
Terrance & Co

23rd April 1842 } Power of Attorney
On the Twenty third day of April in the
year of our Lord one thousand eight hundred
and forty two Before us the undersigned
Notaries Public duly commissioned and
sworn in and for that part of the Province of
Canada heretofore constituting the Province of
Lower Canada and residing in the City of
Montreal in the said Province Personally came
and appeared the said several persons whose
names are here set and subscribed acting for
themselves and for the persons and firms
which they respectively represent which said
persons have declared unto us the said
Notaries that whereas they the undersigned
and the said persons and firms which they
respectively represent have claims by
Mortgage on the revenues of the St. Ann's
Market in this City for the several sums
set opposite to their names respectively and
the names respectively of the persons and firms
which they respectively represent

23-4-1842

161.1
Piffin St. Anne

23-4-1842

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...represent same claims by
Mortgage on the revenues of the St. Anne's
Market in this City for the several sums
set opposite to their names respectively and
the names respectively of the persons and firms
which they represent And whereas the said
Market is invested in Trustees for that pur-
-pose appointed And whereas it is desirable
that the said Market should be vested in the
City Corporation on its assuming the
payment of the debts due to the undersigned
And whereas the Mayor Aldermen and
Citizens of the City of Montreal are desirous
of having the said Market and all and
every its appurtenances in their possession
control and management and of holding
and possessing the same in as full and
ample a manner as the said Trustees now
hold and possess the same and subject to the
Mortgages aforesaid to the full amounts of the
same or to such lesser amounts as may be
agreed upon by our Attorneys herein after
named by way of composition.

And

And whereas the undersigned are willing that the said Corporation of the City of Montreal should forthwith have and obtain the possession Control and management of the said Market and of all and every the appurtenances thereto in any way belonging.

Now be the said Notaries and these presents witness that the said undersigned in their own names and for themselves and in the names and for the persons and firms which they respectively represent have constituted and appointed and do hereby constitute and appoint the Honorable George Moffatt John Torrance and William Lacombe Esquires all of the City of Montreal to be their true and lawful Attorneys for them and in their names and for the persons and firms and in the names of the persons and firms which they respectively represent to agree to accept and take of and from the Mayor Aldermen and Citizens of the City of Montreal and their Successors in

to agree to accept and take of and from
the Mayor Aldermen and citizens of the
City of Montreal and their successors in
Office such a pound rate for the said
Several sums of Money so respectively due
to them as aforesaid by Mortgages as
they the said Honorable George Moffatt
John Torrance and William Linn
shall see fit to accept and take. In full
satisfactions of the said sums of Money
and Mortgages and the said pound
rate to secure to them by similar
Mortgages on the revenue of the said
Market. The said parties hereby agreeing
promising and binding themselves
so soon as the said Market and its
Appurtenances shall have been con-
-veyed over to the said Mayor Alder-
-men and Citizens and so soon as
they shall have been seized as aforesaid
to waive give up and abandon all

Witness

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manor of right and pretension to have any
claim whatsoever upon or against the Trustees
of the said Market for or by reason of their
gestion of the affairs and concerns of the
said Market. And they do moreover give and
grant to the said Honorable George Moffatt
John Tonnance and William Linn full
power and authority so far as in them lies
to grant bargain and sell to the said Mayor
Aldermen and Citizens and their successors
in office the said St Ann's Market and
all its appurtenances To Have and To
Hold the same to the said Mayor Aldermen
and Citizens and their successors in
office for ever.
Hereby binding themselves to ratify every
act deed matter or thing which shall be
done by virtue of these presents
Thus Done and Passed in the said
City of Montreal at the Office of W.
Ross one of the undersigned Notaries

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City of Montreal at the Office of
Notary one of the undersigned Notaries
on the day month and year first
above written.

In Faith and Testimony
Whereof the said constituents have to
these presents first duly read, set and
subscribed their respective names and
signatures in the presence of us the
said Notaries also hereunto subscribing
Signed G. Moffatt for the late firm
of Gillespie Moffatt & Co
G. Moffatt

Depon Mac Gill for Peter McGill & Co
J. G. MacKenzie acting for
in the absence of J. Follet by
Mc Duske to the estate of
A. Gates & Co
John Sorrance
"John Sorrance & Co"

Signed

Gas Logan - representing the
late firm of Hart Logan & Co.

Gas Logan for Logan Crompton & Co
Gilmour & Co for John Fisher
James Gilmour acting for
David Gilmour.

Wm. Bradbury

O. Berthelot

S. Gerard

Stanley Dagg representing
also to Dagg & Co's shares
Wm. G. G. G. G.

Wm. Luson

Arthur Pops executor of the
will of the late David Pops

Wm. Thompson

Hubert Gasi' let de feu
for being her

Wm. Molson

R & H Carse

E. J. Holt, Robert Orick & Co

Peter H. Munro representing

of & H Carse
C. J. Holt; Robert Craik, Esq.
Peter H Munro representing
Henry Munro
J Redpath
Miles Bellum
Geo C Mills
Henry Munro representing
the late Mr Beadon Esq
John Fry
Elizabeth Smith
Geo B Forsyth executor
to the late Hon J Forsyth
J Bouchette
J Bouchette for the estate
of the late P de Rochblave
Wm Thompson
G. P. Raft
H Judah
J Berthelot
B Berthelot et O Berthelot

Commissaires
herodiers

representing the
Logan & Co
and Crayman & Co
John Fisher
acting for

representing
Ward's shares

of the
Company

de feu

A. Crank & Co
representing

Signé

P Lamothe & P & M Ross
Benjamin Hurt per his atty
Theodore Hurt
Elizabeth & late for the estate of
of the late George Platt by
Timothy Follet by his attorney
J. H. MacKenzie
A. Tobin

P Lamothe & P & M Ross att.
As appears by the original remaining
of record in my office & of which I do
herely certify the foregoing to be a true
& exact copy.

To Ross att

List of Creditors of the St Ann Market
 on 26th March 1842

Names arranged Alphabetically	1 st Term				Second Term			Amounts of both		
	Spence	1841	1842	1843						
George Auldjo Bernard	57	"	"	"	66	13	4	66	13	4
Stanly Bagg	12	250	"	"	"	"	"	250	"	"
Abner & Stanly Bagg	13	250	"	"	"	"	"	250	"	"
Madame Beathley	7	600	"	"	"	"	"	600	"	"
Oliver Beathley	19	200	"	"	"	"	"	200	"	"
Marion Beathley	53	375	"	"	200	"	"	575	"	"
William Beathley	65	100	"	"	"	"	"	100	"	"
J ^r Budden	30	200	"	"	"	"	"	200	"	"
W ^m Henry Coxe	11	350	"	"	175	"	"	525	"	"
Robert Craik	22	100	"	"	"	"	"	100	"	"
Alexis Demers	32	25	"	"	"	"	"	25	"	"
John Forsyth	56	500	"	"	500	"	"	500	"	"
Horatio Gates & Co	4	350	"	"	175	"	"	525	"	"
Samuel Gerrard	55	100	"	"	500	"	"	600	"	"
Gillespie Muffate & Co	1	1000	"	"	500	"	"	1500	"	"
Benjamin Hart	23	100	"	"	"	"	"	100	"	"
George P. Holt	10	250	"	"	"	"	"	250	"	"
Andri Sobin	29	100	"	"	"	"	"	100	"	"
A. P. M. Murray	19	10	"	"	"	"	"	10	"	"
Hart Logan & Co	14	200	"	"	"	"	"	200	"	"

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André Sobieski	29	100	"	"	"	"	100	"	"	
A. P. M. Sturzycki	19	10	"	"	"	"	10	"	"	
Hart Logan Ho	14	200	"	"	"	"	200	"	"	
Logan Cringan Ho	105	"	"	"	250	"	250	"	"	
William Surin	5	600	"	"	400	"	1000	"	"	
Peter McGill	61	"	"	"	125	"	125	"	"	
John E. Mills	58	100	"	"	100	"	200	"	"	
Dr. Henry Monro & Moffat	52	"	"	"	125	"	125	"	"	
John Molson	86	100	"	"	100	"	200	"	"	
Dr. Henry Munro	24	50	"	"	"	"	50	"	"	
Mrs. Elizabeth Platt	28	200	"	"	100	"	300	"	"	
John Redpath	15	200	"	"	100	"	300	"	"	
P. Schockelave	66	125	"	"	"	"	125	"	"	
David Ross	60	"	"	"	100	"	100	"	"	
Donald P. Ross	27	100	"	"	"	"	100	"	"	
Oliver Smith	26	100	"	"	"	"	100	"	"	
Felix Souleigny	6	500	"	"	"	"	500	"	"	
William Thompson	25	50	"	"	"	"	50	"	"	
John Torrance	2	500	"	"	"	"	500	"	"	
John Torrance Ho	3	500	"	"	500	"	1000	"	"	
John Tray	24	500	"	"	150	"	650	"	"	
Oliver W. Wess	21	25	"	"	"	"	25	"	"	
Miles Williams	20	100	"	"	"	"	100	"	"	
David Gibson	57	200	"	"	350	"	550	"	"	
	1	7010	"	"	2760	13	4	10776	13	4

a true copy
H. Ross & Co

The Undersigned empowered to conclude an arrangement with the City Council for the Surrender to the Corporation of St. Jean's Market and its dependencies, submit the following basis of Settlement in reference to the Proposal made by the Council on the 14th March last

The Corporation to be deemed to have been in possession of the Market and its dependencies on & since the first day of the present month and to be entitled to the Income & Rents thereof from that date - but the rents due to said date to belong to the Creditors of the Market to be collected by the Trustees -

The Council to issue Corporation Bonds for the sum of £9010.00.00 redeemable in 20 years, and for the further sum of £6,574.19.6 redeemable in 10 years, from the 1st May 1842 -

The Bonds to bear Interest at the rate of 5% of the sum payable half yearly on the 1st May & 1st Nov: - to be issued in favor of the Trustees of the Market or bearers, in favor as may be required by the Trustees in settling with the Creditors, and to state that they have been issued in liquidation of the Market Debt assumed by the Corporation -

The Building of the Market House to be Insured by the Corporation against loss or damage by fire for a sum equal to its reinstatement in case of destruction -

The Income derived from the Market including the Rent of the Property assigned to the Corporation by the Trustees

to

to be kept under a separate head in the Books of the Corporation and the same to be held as a separate fund appropriated towards the payment of the Bonds, principal & Interest, issued in liquidation of the Market Debt.

Montreal 10 May 1842

G. Moffatt,

J. W. W. W.

[Signature]

10 May 1842

Le Com. des B. et C.

Basis of Statement for the

Statement of the B. et C.

Statement of the B. et C.

Rec. 10th May 1842

10th May 1842

Montreal 25th April 1862

Sir,

The Letter addressed by the City Clerk to the Trustees of St. Louis Market on the 14th ulto was duly received, and having been subsequently submitted to a Meeting of the Creditors of the Market convened for that purpose, Messrs Carran, Swan, & myself have been fully empowered to negotiate an arrangement with the City Council to give to the Corporation immediate possession of the Market and its dependencies.

In consequence of the authority thus conferred my Colleagues & myself had the honor of meeting on your this afternoon, and at your request I now submit to you the proposal submitted by us at the interview. Before doing so however I may repeat in this place the expression of our regret that we could not in justice to a large portion of the Creditors of the Market at once accede to the terms contained in Mr. Weston's letter and we venture to hope that after further consideration the Council will be induced to acquiesce in the modification of said terms as proposed by us —

That modification consists in the addition of Interest at the rate of 3% per annum on the amount of the first loan, and to wit, reckoning the Interest on the two loans to the 1st of Dec^r in place of the 1st Dec^r last which forms an aggregate sum of £172,384.12.2

The Hon^{ble} Peter M. Bell

Mayor

he l l

Currency

Currency, as a matter -

For this sum in Corporation Bonds to be now issued, bearing of 6% interest - of which £11,544.9.4 to be redeemable in 20 years, and £5,644.2.10 to be redeemable in 10 years - the interest to be paid half yearly - The Trustees will give to the Corporation possession of the Market House and make over all other property vested in them in their capacity of Trustees of said Market, reserving however to be collected by their Secretary the rates due on the Premises to the 31st Decr.

When it is considered that of the outlay incurred for the establishment upwards of £2000 has been expended on the construction of the large sewer, the side drains, & filling up between W Side & St Francis Street streets, Macadamizing &c - a work essentially necessary for the safety and convenience of the City and which the Corporation would have purchased to undertake had it not been performed at the cost of the Creditors of the Market, it is surely not unreasonable in them to look for the indemnity now submitted and which if conceded will still leave them minus upwards of £2,500 which they are willing to relinquish as a contribution from them towards the improvement of that part of the City.

I may further observe that in the statement furnished to the Council on the 15th Nov. last no notice is taken of the outlay for the building erected last Autumn, which cost upwards of £400 and which is thrown

in

is & I included in the offer now made -

I trust it may be convenient for the Council
to verify its acceptance or rejection of the offer at an early
day, and I have the honor to be,

Sir,

Yours at Service
J. Moffatt Sherman

Amount of first Loan -	4,010	—	—
Interest thereon to 4 th May 1842 @ 3% p. a.	2,534.9.4		
		11,544.9.4	
Amount of second Loan	4,766.13.4		
Balance of Interest thereon to 4 th May 1842 @ 6%	1,927.9.6		
		6,694.2.10	
		<u>£ 18,238.12.2</u>	

St. Ann's Market
Letter from City Clerk
To Trustees of
to City Clerk.

Presented 25th April 1842. - and
Ordered - to be taken into consideration
at the next Meeting of
Council —

1842
25 avril
Marché Ste Anne
Basis of settlement for
the remainder of the
St. Anne market submit-
ted to the Trustees.

CORPORATION OF MONTREAL

By-Law of the Council of the City of Montreal
authorizing His Honor the Mayor to conclude and
perfect an agreement with the Trustees of the
St-Ann Market for the transfer and assignment
thereof and of all property dependent
thereon to the City on certain
conditions.

Submitted and read on saturday 28th May 1st, 2d and
3d times 1842.

THE MAYOR, ALDERMEN AND CITIZENS of the City of Mont-
real duly assembled in Council at the City Hall, in the City
of Montreal, on saturday the twenty eighth day of May in the
year of Our Lord One thousand eight hundred and forty two,
in virtue of the authority vested in them in and by an Ordi-
nance of the Governor of the late Province of Lower Canada
and the Special Council for the affairs of the said Provin-
ce made and passed in the fourth year of Her present Majesty's
Reign intituled "An Ordinance to incorporate the City and
Town of Montreal" also by a subsequent Ordinance of the said
Governor and Special Council ^{made and} passed in the fourth year of
Her said Majesty's Reign "intituled "An Ordinance to amend the
the Ordinance to incorporate the City and Town of Montreal",

WHEREAS it is expedient that all Public Markets in the
said City should be and remain under the control and management
of the Corporation thereof and whereas by reason thereof His
Honor the Mayor of this City was authorized and requested by
a resolution of the Council of the said City adopted and pass-
ed on the sixteenth day of March in the ^{now} year of Our Lord One
thousand eight hundred and forty two to offer certain sums
of money on the conditions therein ~~mentioned~~ specified to the

28-5-1842

Trustees of the Public Market established under and by virtue of the Provincial Statute Geo 4, chap. 14, for the transfer, cession, surrender and delivery of the said Market and all the interest, right, title, property and possession of the said Trustees therein to the inhabitants of the said City of Montreal constituted a Body Corporate and Politic by and under the name, style and title of The Mayor, Aldermen and Citizens of the City of Montreal, and WHEREAS the said Trustees have intimated their willingness to acquiesce in and accede to the offer made to them by His Honor the Mayor of this City pursuantly to the aforesaid authority and request for the transfer, cession, surrender and delivery of the said Market on the terms and conditions herein after set forth, BE IT THEREFORE ORDAINED AND ENACTED and it is hereby ordained and enacted that His Honor the Mayor of the said City be and he is hereby authorized and empowered to enter into and perfect an arrangement, contract and agreement with the said Trustees of the said Market for the purchase, transfer, cession, surrender and delivery thereof and of all property ^F attached ^H to or dependent thereon now held, possessed or claimed by the said Trustees in or by virtue of their capacity as such to the said Mayor, Aldermen and Citizens of the City of Montreal ^{considerations} for the following ^{terms} and on the following stipulations and conditions, viz.-

That for the sale, transfer, cession, surrender and delivery by the said Trustees of the said Market established as aforesaid under and by virtue of the said Provincial Statute 7 Geo 4, chap. 14 and its dependencies to the said Mayor, Aldermen and Citizens of the City of Montreal, and the surrender, transfer and alienation by the said Trustees of all their right, title, interest, claims, privileges and pretensions in the said Market and its dependencies and all property annexed thereto or connected therewith to the said Mayor, Aldermen

and Citizens of the City of Montreal, HE the said Mayor of the City aforesaid, do issue and give to the said Trustees BONDS for the sum of FIFTEEN THOUSAND FIVE HUNDRED AND EIGHTY FOUR POUNDS nineteen shillings and six pence current money of this Province of Canada, Whereof Nine Thousand and Ten Pounds said current money shall be redeemable in Twenty Years to be computed and rekoned from and after the first day of May now instant in the year of Our Lord One thousand eight hundred and forty two, and the balance or the sum of Six Thousand Five Hundred and and Seventy Four Pounds nineteen shillings and six pence, said current money, shall be redeemable in Ten Years to be computed and rekoned from the said first day of May now instant in the present year of Our Lord one thousand eight hundred and forty two-The said Bonds to be made payable to the said Trustees or Bearer and to bear interest at the rate of six per centum per annum, payable half yearly on the first day of May and on the first day of November respectively in each and every year.-

FURTHER, that in the said arrangement, contract or agreement it be stipulated that the said Mayor, Aldermen and Citizens be entitled to have and receive from the said Trustees and all other persons whomsoever the rents, income, profits, issues and emoluments of the said Market and its dependencies, and all property annexed to or connected therewith from and since the first day of May instant in the NEW year of Our Lord one thousand eight hundred and forty two as fully and effectually as though the possession thereof had been vested in and held by the said Mayor, Aldermen and Citizens on and from the said first day of May instant, but all rents, income, profits and emoluments of the said Market accrued or become due prior to the said first day of May instant to belong to and be collected by the said Trustees.-

That it be further stipulated in the said arrangement

contract or agreement that the building of the said Market House shall be insured by the said Mayor, Aldermen and Citizens and by their successors in office against loss or damage by fire for a sum equal to the amount necessary to rebuild the said Market House if destroyed by fire.-

And further finally that in the Books of account of the said Mayor Aldermen and Citizens and of their Treasurer appointed under and by virtue of the Ordinance 4 Vict. chap. 36, a separate account be open and kept of and for the income, profits, issues and emoluments of the said Market and its dependencies, including the rents of the properties annexed to or connected therewith; and that the said rents, income, profits and emoluments be set apart and specially appropriated to the payment and liquidation of the said Bonds, principal and interest so as aforesaid to be given for the said Market and its dependencies by the said Mayor, Aldermen and Citizens of the City of Montreal.

PETER MCGILL,

Mayor.

Market

Amounts
of each

4	66	13	4
	250	"	"
	250	"	"
	600	"	"
	200	"	"
	575	"	"
	100	"	"
	200	"	"
	525	"	"
	100	"	"
	25	"	"
	500	"	"
	1475	"	"
	600	"	"
	1500	"	"
	100	"	"
	250	"	"
	100	"	"
	10	"	"
	200	"	"

1481-9-11

No 177

By

The Honble George
Moffatt John
Torrance & Wm
Lorne Esquires
as qualitis
to
The Mayor Aldermen
Citizens of
Montreal

14 June 1842 } Sale

On the fourteenth day of June in the year
of our Lord one thousand eight hundred and
forty two Before us the undersigned Notaries
duly admitted, commissioned and sworn
in and for that part of the Province of
Canada formerly constituting the Province of
Lower Canada and residing in the City of
Montreal in the Province of Canada aforesaid
personally came and appeared and were
present The Honorable George Moffatt
of the City aforesaid Member of the
Provincial Parliament, John Torrance
of the said City Merchant and William
Lorne of the said City Esquire parties to
this act of the first Part. And the Mayor
Aldermen and Citizens of the City of
Montreal herein represented by the
Honorable Peter Mc Gill the said Mayor
of the said City of the second part
Which said parties of the first

14 June 1842

W. Lorne & Co
Montreal St. Anne
St. Anne St. Anne
#461/1

250		
100		
10		
200		
250		
1000		
125		
200		
125		
200		
50		
300		
300		
125		
100		
100		
100		
500		
50		
500		
1000		
650		
25		
100		
550		
13 4	15,776	13 4

Montreal herein represented by the
 Honourable Peter Mc Gill the said Mayor
 of the said City of the second part
 Which said parties of the first and
 second part have covenanted stipulated
 and agreed by and between themselves
 as follows that is to say; Whereas certain
 persons whose names are affixed to a
 certain Power of Attorney or Procuration
 made and executed before Ross and his
 Colleague Public Notaries on the twenty
 third day of April one thousand eight
 hundred and forty two at the City of
 Montreal aforesaid and annexed to these
 presents to form part thereof, are creditors
 by Mortgage by hypothecation on the
 rents revenues and profits of a
 certain Lot of ground and Buildings
 hereon erected appropriated for the
 purposes of a market place in this City
 and called and known as the "St. Louis
 Market" in this City for themselves and

121 26
The several firms Estates and Successors con-
-all represented therein and by them and
Power of Attorney granted unto the said
parties of the first part have authorized
and empowered the said parties of the first
part jointly to enter into an agreement on their
behalf and on behalf of the aforesaid firms Estates
and Successors Creditors as aforesaid with the
Mayor Aldermen and Citizens of the City of
Montreal aforesaid for the purpose of
vesting in and conveying in so far as they
may be concerned and interested to the
said City Corporation the said St Annes
Mantle; upon the said City Corporation
assuming and undertaking the payment
of the said several Mortgage claims and
debt or such portions thereof and upon such
terms and conditions as shall be
deemed proper in the opinion of the said
parties of the first part
And whereas the said parties of the first
part have agreed with the said Mayor

parties of the first part
And whereas the said parties of the first
part have agreed with the said Mayor
Aldermen and Citizens of the said City
upon the terms and conditions upon
which the said St Ann's Market with all
the Buildings property rights privileges
and immunities Hereto appertaining
and belonging shall be conveyed to and
vested in the said City Corporation upon
the terms stipulations and conditions
herein after expressed and agreed to under
and by virtue of the Power of Attorney
above referred to and forming part hereof
And whereas in full completion and accomplish-
ment of the said agreement the said parties
of the first part have covenanted stipulated
and agreed and by these presents do covenant
stipulate and agree to sell assign convey
transfer and make over but without warranty
of any kind whatsoever and by these presents
have

in said
 the said
 authorized
 of the first
 out on their
 firms Estates
 with the
 the City of
 of
 as they
 to the
 St. Anne's
 separation
 payment
 claims and
 upon such
 be
 of the said
 the first

have sold cedit assigned conveyed and made over
 from hence forth forever to the said party of
 the second part hereto present and accepting
 thereof for themselves the said Mayor Alder-
 men and Citizens of the said City of Montreal
 and their Successors in Office forever All that
 certain space of Grounds commencing at the
 Bridge at the end of Saint-Francois Xavier Street
 and lying between Foundling and Commissioners
 Streets and extending from the said Bridges up
 to the New Bridge at the extremity of Melville
 Street, together with a certain Two Story Stone
building and various stalls thereon erected
 and all the appurtenances and dependencies
 thereto belonging the said space of Ground
 buildings and stalls being appropriated
 and used as a Public Market Place and
 Market House and known by the name
 of the Saint Anne's Market. Also all that
 certain Lot or piece of Ground situate lying
 and being in the said City of Montreal ~~the~~

of the said
of the first
Mayor
the said City
conditions upon
with all
rights privileges
pertaining
except to and
conditions
agrees to under
of Attorney
part hereof
and accomplish
the said parties
stipulated
to do covenant
and convey
without warranty
these presents
have

by the said
certain lot or piece of Ground situate lying
and being in the said City of Montreal being
~~in the parish of St. Patrick~~ being bounded and
adjoined as follows that is to say, on the North West
by College Street, on the South East by Foursiding
Street on the South West by the ground belong-
ing to the College of Montreal and on the North
East by Mc Gill Street beginning at the Northern
Angle of the said Ground belonging to the College
of Montreal aforesaid on the South East Side of
College Street and running from thence along the
line of the said Street two hundred and thirty
feet to the intersection of the South West line
of Mc Gill Street thence South East along
the line of the said Street two hundred and
thirty and a half feet crossing the Little
river to the intersection of the North West
line of Foursiding Street, thence South West
along the line of the said Foursiding Street
two hundred and sixty feet to the inter-
section of the North East Side of the
aforesaid

111 25
aforesaid College Ground thence North westerly
along the said College Street and lines two hundred
and sixty feet to the place of beginning together
with all the buildings thereon erected and all
the appurtenances and dependencies there-
unto belonging.

To Have and To Hold the said spaces of
Ground and buildings to the said Mayor
Aldermen and Citizens of the said City of
Montreal and their Successors in office -
from henceforth forever in free and
common socage and subject to the
provisions of the Law's Statutes and
ordinances in relation to the uses and pur-
poses of the said spaces of Ground and
subject moreover to the observing maintaining
and executing by and on the part of the
said Mayor Aldermen and Citizens of the
existing Leases made and granted by the
said Trustees.

And the said parties hereto do hereby covenant
contract and agree that the said parties of

Witness
11th Dec

Sever
J. P. C.

said Trustees.

And the said parties hereto stipulate covenant
contract and agree that the said parties of
the second part shall be deemed and con-
sidered to have been in possession as
proprietors of the said spaces of ground
and buildings on and from the first day
of May last and that all the net rents issues
profits and revenues become due and
becoming due and owing arising from the said
spaces of ground and buildings on from the
said Market and stalls on and since the said
first day of May last shall belong and apper-
tain to the said parties of the second part
and the said net rents, issues profits and
revenues are hereby transferred and made
over to the said parties of the second part
and their successors in office for ever.

This Sale and purchase is made without
warranty as aforesaid for and in consideration
of the sum of Seventeen thousand five
hundred

Seventy
No. 100

with twenty
five hundred
pounds together
created and all
services there-

spaces of
said Mayor
and City of
office
and
subject to the
tax and
uses and pur-
poses and
maintaining
part of the
Citizens, of the
used by the

date covenant
number of

hundred and eighty four pounds nineteen
shillings and sixpence current money of the
Province of Canada which said sum the said
Mayor Aldermen and Citizens promise and
bind themselves and their successors in office
to pay to the Trustees of the said Market
as follows, that is to say, Six thousand
five hundred and seventy four pounds
nineteen shillings and sixpence cur-
rent money aforesaid at the expiration
of ten years from the first day of
May one thousand eight hundred and
forty two and the residue Nine thousand
and ten pounds current money aforesaid
at the expiration of ~~ten~~ ^{twenty} years
from the said first day of May one thousand
and eight hundred and forty two together
with Interest at and after the date of six
per cent per annum on each and both of
the said sums of six thousand one hun-
dred and ~~seventy~~ ^{seventy} four pounds nineteen

seventy four
D. D. 1842

The said sum of Six thousand one hundred
and seventy three and six pence hundred
and six shillings and six pence and nine thousand
and two hundred payable half yearly on
the first days of November and May in
each and every year so long as the said
sums or either of them or any part thereof
or either of them shall remain due and
unpaid the said interest to begin to be reckoned
and accrued from the first day of May last
and so thereafter to be paid as above specified
and to secure the payment of the said sums
it is hereby stipulated covenanted contracted
and agreed that they the said Mayor Aldermen
and Citizens shall issue on demand in favor of
the Trustees of the said Saint Anne's Market
or bearer their good and lawful Bonds
in and for such sums as the said Trustees
shall deem expedient and at such times as the
said Trustees shall demand the same for the
said consideration money on the terms
aforesaid

date of payment
in parties of
and the con-
sion as
of pound
the first day
not debts
and and
from the said
and from the
said the said
ing out appor-
second part
profits and
D and made
the second part
for ever.
made without
consideration
and paid
hundred

111 4258
aforesaid in order that they the said
Trustees may transfer the same to the
said persons so having claims on
the said Market as aforesaid
And whereas by stipulated further stipulated
covenants contracted and agreed that the
said Mayor Aldermen and Citizens and their
Successors in Office shall and will effect
a good and valid Insurance or good
and valid Assurances so long as any
part or portion of the said moneys
shall remain unpaid on the said Two
Story Stone Market House hereby sold,
to such amounts as may be necessary in
case of destruction or damage by fire to
rebuild or repair the said Market House
and the same Insurance or Insurances
so effected to keep and continued in force
so long as any part or portion of
the said sum of money shall remain
unpaid and in case of such destruction
or damage by fire as aforesaid immedi-

unpaid and in case of such destruction
or damage by fire as aforesaid immedi-
-ately to apply the proceeds of such
Insurance or Insurances to the rebuild-
ing of the said Market House as at
present built and erected and in default of
so effecting and keeping effected such
Insurance and Insurances and in the
event of destruction or damage by fire
of the said Market House the said Mayor Alder-
-men and Citizens of the City of Montreal and
their successors in office shall be bound
and obliged and they hereby bind and oblige
themselves and their successors in office to
rebuild and repair the said Market House
with all reasonable dispatch.

And it is further hereby stipulated, covenanted
contracted and agreed with the view and
intention of further and more amply
securing the repayment of the said sum of
Money

the said
 me to the
 sums of
 and
 further stipulated
 agreed that the
 us and their
 will effect
 or good
 as any
 moneys
 said two
 hereby sold,
 the company in
 by fine to
 Martial House
 or Insurances
 in force
 portion of
 the domain
 the destruction

money and of the interest thereof as aforesaid
 And that the said Mayor Aldermen and Citizens
 of the City of Montreal and their successors in
 office shall and will at all times hereafter
 and so long as any of the said sums of
 Money shall remain due and payable
 keep or cause to be kept a separate account
 of the rents issues profits and revenues of
 the said Market buildings and premises
 hereby sold and shall appropriate the same
 by special privilege towards the payment
 of the said sums of Money so secured by the
 bonds aforesaid to be given as aforesaid
 in principal and Interest as above
 set forth. And it is hereby further ex-
 -pressly agreed that nothing in this Deed
 of Sale contained shall have the effect of
 preventing the holders of the said Bonds
 from having and exercising a general
 recourse against the said Mayor Aldermen
 and Citizens of the City of Montreal, and

shall remain
such destruction
said interest -
of such
as to be rebuilt
and as at
said default of
10 such
and in the
damage by fire
in Mayor Alder-
of Montreal and
to be bound
bond and oblige
in office to
Market House
etc.

laid) covenanted
the said and
more amply
the said sum of
Money

recourse against the said Mayor Alderman
and Citizens of the City of Montreal and
their Successors in Office for the payment
of the said sum and interests nor of
limiting their recourse aforesaid to the said
rents issues profits and revenues of the
said Market, buildings and premises.
And it is further stipulated covenanted
contracted and agreed by and between the said
parties that in the said Bonds and in each
and every of them the conditions hereunto
specified shall be recited, that the sum of
Money therein mentioned had been here-
tofore lent and advanced to the Receiver
of the said Market. That a separate
Account shall be kept as aforesaid and that
Insurance or Insurances shall be effected and
kept in effect as aforesaid
Done and Passed at the hour of half past two
of the clock in the afternoon at the City
Hall in the City of Montreal in the Province
aforesaid

appeared on the day and year first above
 mentioned these presents having been
 first duly read to the said parties, signed
 by the said parties sealed by the said
 Mayor with the common seal of the said
 Corporation and countersigned by the
 City Clerk of the said Corporation
 in the presence of the said witnesses
 who have also signed

Signed: G. Annett Mayor
 J. L. Lumsden Peter McGill Mayor
 countersigned J. P. Supton City Clerk

P. L. Lumsden M. P. and M. Ross M. P.
 as appears by the original remaining
 of record in my office and of which
 I do hereby certify the foregoing to be a
 true & exact copy.

Twelve words struck out are null void
 Two Marginal notes are good

To ROSS M.

To

The Chairman and Members of the
Market Committee of the Common
Council of the City of Montreal.

The undersigned Butchers having Stalls
in the St. Ann's Market, beg leave most respect-
fully to represent,

That they have learnt, with deep
regret, the intention of your body, to cause
the discontinuance of the sale of Cattle
in the vicinity of their market. - Deeming,
as they do, the proximity of a large Cattle
pen to a market, of essential utility &
benefit not only to themselves, but to the
market itself, they, therefore, pray, that,
should it be found necessary to remove
the present pen, you will be graciously
pleased to cause other arrangements
to be made for the sale of Cattle in the
vicinity, such being really necessary to the
Market which supplies the western portion
of the city.

And your petitioners will feel
grateful.

St. Ann's Market

Montreal 8 July 1842.

H. Gilbert

Christy, Masterman

Joseph Comte & Beauvais

Benj. Charbonnet & B. Veisettes

John Bignon & James Charbon

Harlines Leraux & Lutha Deluette

Benjamin Durand & Hugh Boye

Frank Fortin

15-7-1842

C. Nozou
David Sherman
Joseph Laillay
Marine Mercille
Victor Lebert
Louis Geyon
John Pussineau
A. Gunn
Arthur Hamill
Thomas Ward
John Baker
Joussent Bleau
Edward Coran
Joseph Baze
George Langdon
James McShane
Matt McShane
G. Christian Beck
Edward Habery
John Bowler
W. Westery
John Markman

Petition
Of Butchers of Arns
Market
for a Cattle Market

Presented to the Market Council
- 15 July 1842 -

Dated 13 July 1842

Report
of the
Market Committee
on the S. Ann Market,

Presented 13th July 1842

and
Ordered to be considered at the next
of Council.

Adopted (as amended)
18th July 1842

No 2177

14 June 1842 } Title

By
The Honble George
Moffatt John
Torrance & Wm
Leroux Esquires
Esqualtis
To
The Mayor Aldermen
& Citizens of
Montreal

On the fourteenth day of June in the year
of our Lord one thousand eight hundred and
forty two Before us the undersigned Notaries
duly admitted commissioned and sworn
in and for that part of the Province of
Canada formerly constituting the Province of
Lower Canada and residing in the City of
Montreal in the Province of Canada aforesaid
Personally came and appeared and were
present The Honorable George Moffatt
of the City aforesaid Member of the
Provincial Parliament, John Torrance
of the said City Merchant and William
Leroux of the said City Esquire parties to
this act of the first Part. And The Mayor
Aldermen and Citizens of the City of
Montreal herein represented by the
Honorable Peter Mc Gill the said Mayor
of the said City of the second part
Which said parties of the first and
second part have covenanted stipulated
and agreed by and between themselves
as follows that is to say; Whereas certain
persons whose names are affixed to a
certain Power of Attorney or Procuratorship
made and executed before Robt and P.
Colleague Public Notaries on the twentieth
third day of April one thousand eight
hundred and forty two at the City of
Montreal aforesaid and annexed to those
papers to form part thereof, are credited
by Mortgage by hypothecation on the
rents revenues and profits of a
certain Lot of Ground and Buildings
Herein created appropriated for the
purpose of a market place in the City
and called and known as the St. J. St.
Market is the debt for the services

Original
of the
Title

26
The several firms Estates and Successors therein
represented therein and by their said
Power of Attorney granted unto the said
parties of the first part have authorized
and empowered the said parties of the first
part jointly to enter into an agreement on their
behalf and on behalf of the aforesaid firms Estates
and Successors Creditors as aforesaid with the
Mayor Aldermen and Citizens of the City of
Montreal aforesaid for the purpose of
vesting in and conveying in so far as they
may be concerned and interested to the
said City Corporation the said St Annes
Market; upon the said City Corporation
assuming and undertaking the payment
of the said several Mortgage claims and
debts or such portions thereof and upon such
terms and conditions as shall be
deemed proper in the opinion of the said
parties of the first part

And whereas the said parties of the first
part have agreed with the said Mayor
Aldermen and Citizens of the said City
upon the terms and conditions upon
which the said St Annes Market with all
the Buildings property rights privileges
and immunities thereto appertaining
and belonging shall be conveyed to and
vested in the said City Corporation upon
the terms stipulations and conditions
herein after expressed and agreed to under
and by virtue of the Power of Attorney
above referred to and forming part hereof
And whereas in full completion and accomplish-
ment of the said agreement the said parties
of the first part have covenanted stipulated
and agreed and by these presents do covenant
stipulate and agree to sell assign convey
transfer and make over but without warranty
of any kind whatsoever and by these presents
have.

have sold ceded assigned conveyed and made over
from hence for the for ever to the said party of
the second part hereto present and accepting
hereof for themselves the said Mayor-Aldermen
-men and Citizens of the said City of Montreal
and their Successors in Office for ever. All that
certain space of Ground commencing at the
Bridge at the end of Saint-Francois Xavier Street
and lying between Foundling and Commisaires
Streets and extending from the said Bridge up
to the New Bridge at the extremity of MacGill
Street, together with a certain Two story Stone
building and various stalls thereon erected
and all the appurtenances and dependences
thereunto belonging the said space of Ground
buildings and stalls being appropriated
and used as a Public Market Place and
Market House and known by the name
of the Saint Anne's Market. Also all that
certain Lot or piece of Ground situate lying
and being in the said City of Montreal ~~being~~
~~the said~~ ~~lot~~ ~~or~~ ~~piece~~ ~~of~~ ~~ground~~ ~~situate~~ ~~lying~~
being bounded and
abuttled as follows that is to say, on the North West
by College Street, on the South East by Foundling
Street on the South West by the ground belong-
ing to the College of Montreal and on the North
East by Mac Gill Street beginning at the North West
Angle of the said Ground belonging to the College
of Montreal aforesaid on the South East Line of
College Street and running from thence along the
line of the said Street two hundred and thirty
feet to the intersection of the South West line
of Mac Gill Street thence South Easterly along
the line of the said Street two hundred and
thirty and a half feet crossing the little
river to the intersection of the North West
line of Foundling Street, thence South West
along the line of the said Foundling Street
two hundred and sixty feet to the intersec-
tion of the South East Line of the

228 Let in City 2

229 Let in City 2

28
of said College Ground since North Westly
along the said College Street and five hundred
and sixty feet to the place of beginning together
with all the buildings thereon erected and all
the appurtenances and dependencies there-
unto belonging.

So Have and Do Hold the said spaces of
Ground and buildings to the said Mayor
Aldermen and Citizens of the said City of
Montreal and their Successors in office
from henceforth for ever in free and
common socage and subject to the
provisions of the Laws Statutes and
ordinances in relation to the uses and pur-
poses of the said spaces of Ground and
subject moreover to the observing maintaining
and executing by and on the part of the
said Mayor Aldermen and Citizens of the
existing Leases made and granted by the
said Trustees.

And the said parties hereto stipulate covenant
contract and agree that the said parties of
the second part shall be deemed and con-
sidered to have been in possession as
proprietors of the said spaces of Ground
and buildings on and from the first day
of May last and that all the net rents issues
profits and revenues become due and
becoming due and owing arising from the said
spaces of Ground and buildings and from the
said Market and stalls on and since the said
first day of May last shall belong and apper-
tain to the said parties of the second part
and the said net rents issues profits and
revenues are hereby transferred and made
over to the said parties of the second part
and their successors in office for ever.

This Sale and purchase is made without
warranty as aforesaid for and in consideration
of the sum of Eighteen thousand five

hundred

hundred and eight four pounds nineteen
 Shillings and six pence current money of the
 Province of Canada which said sum the said
 Mayor Aldermen and Citizens promise and
 bind themselves and their successors in office
 to pay to the Trustees of the said Market
 As follows, that is to say, Six thousand
 five hundred and seventy four pounds
 nineteen shillings and six pence cur-
 rent money aforesaid at the expiration
 of Ten years from the first day of
 May one thousand eight hundred and
 forty two and the residue Nine thousand
 and ten pounds current money aforesaid
 at the expiration of ~~twelve~~ ^{twenty} years
 from the said first day of May one thousand
 eight hundred and forty two together
 with Interest at and after the rate of six
 per cent per annum on each and both of
 the said sums of six thousand one hundred
 and seventy four and ~~twelve~~ ^{twenty} four pounds nineteen
 shillings and six pence and nine thousand
 and ten pounds payable half yearly on
 the first days of November and May in
 each and every year so long as the said
 sums or either of them or any part thereof
 or either of them shall remain due and
 unpaid the said interest to begin to be reckoned
 and accrued from the first day of May last
 and so thereafter to be paid as above specified
 and to secure the payment of the said sums
 it is hereby stipulated covenanted contracted
 and agreed that they the said Mayor Aldermen
 and Citizens shall issue on demand in favor of
 the Trustees of the said Saint Anne's Market
 or bearer their good and lawful Bonds
 in and for such sums as the said Trustees
 shall deem expedient and at such times as
 said Trustees shall demand the same for the
 said consideration money on the terms

aforesaid in order that they the said
 Trustees may transfer the same to the
 said persons so having claims on
 the said Market as aforesaid
 And it is hereby stipulated further stipulated
 covenants contracted and agreed that the
 said Mayor Aldermen and Citizens and their
 Successors in Office shall and will effect
 a good and valid Insurance or good
 and valid Insurances so long as any
 part or portion of the said Money
 shall remain unpaid on the said Two
 Story Stone Market House hereby sold,
 to such amounts as may be necessary in
 case of destruction or damage by fire to
 rebuild or repair the said Market House
 and the same Insurance or Insurances
 so effected to keep and continue in force
 so long as any part or portion of
 the said sum of Money shall remain
 unpaid and in case of such destruction
 or damage by fire as aforesaid immedi-
 -ately to apply the proceeds of such
 Insurance or Insurances to the rebuild-
 ing of the said Market House as at
 present built and erected and in default of
 so effecting and keeping effected such
 Insurance and Insurances and in the
 event of destruction or damage by fire
 of the said Market House the said Mayor Alder-
 -men and Citizens of the City of Montreal and
 their successors in Office shall be bound
 and obliged and they hereby bind and oblige
 themselves and their successors in Office to
 rebuild and repair the said Market House
 with all reasonable despatch.
 And it is further hereby stipulated covenanted
 contracted and agreed with the said
 intention of limitation and more amply
 bearing the repayment of the said sum of

Money and of the interest thereof as aforesaid.
And that the said Mayor Aldermen and Citizens
of the City of Montreal and their successors in
Office shall and will at all times hereafter
and so long as any of the said sums of
Money shall remain due and payable
keep or cause to be kept a separate account
of the rents issues profits and revenues of
the said Market buildings and premises
hereby sold and shall appropriate the same
by special privilege towards the payment
of the said sums of Money so secured by the
bonds aforesaid to be given as aforesaid
in principal and Interest as above
set forth. And it is hereby further ex-
pressly agreed that nothing in this Deed
of Sale contained shall have the effect of
preventing the holders of the said Bonds
from having and exercising a general
recourse against the said Mayor Aldermen
and Citizens of the City of Montreal and
their successors in Office for the payment
of the said sums and Interests nor of
limiting their recourse aforesaid to the said
rents issues profits and revenues of the
said Market buildings and premises.
And it is further stipulated covenanted
contracted and agreed by and between the said
parties that in the said Bonds and in each
and every of them the conditions hereinbefore
specified shall be recited, that the sum of
Money therein mentioned had been
totally lent and advanced to the Trustees
of the said Market. That a separate
Account shall be kept as aforesaid and that
Insurance or Insurances shall be effected and
kept in effect as aforesaid.
Done and signed at the hour of half past three
of the clock in the afternoon at the City
Hall in the City of Montreal in the presence

57
expressed on the day and year just above
mentioned these presents having been
first duly read to the said parties, signed
by the said parties sealed by the said
Mayor with the Common Seal of the said
Corporation and countersigned by the
City Clerk of the said Corporation
in the presence of us the said Notaries
who have also signed

Signe G. Moffatt John Torrance
Wm. Linn - Peter McGill Mayor
countersigned J. P. Sneyton City Clerk
P. Lamothe M^r and W. Ross M^r
As appears by the original remaining
of record in my office and of which
I do hereby certify the foregoing to be a
true & exact copy.

Two words struck out are null void
Two marginal notes are good
J. ROSS M^r

No 495 11 July 1842 } Signification of Sale

at the request of On the Eleventh day of July in the
The Mayor Aldermen year of our Lord one thousand eight hun-
and Citizens of Montreal - dred and forty two At the request of the
Mayor Aldermen and Citizens of the City
of Montreal be the undersigned Notaries
Public duly commissioned and sworn in
and for that part of the Province of Canada
heretofore constituting the Province of
Lower Canada and residing in the City of
Montreal in the said Province went to
the House and residence of the Heirs of
the late William Spomer Phillips in his life
time of the said City Grocer Deceased and
to the House and residence of Mr Charles
Phillips of the said City Grocer copartners
using trade and commerce together in

To
The Heirs of the late
Wm Spomer Phillips
&
Chs Phillips

To the Honorable the Mayor,
Aldermen and Citizens of the City of
Montreal.

The Committee on Markets,

Respectfully Report,

That having been officially
informed by His Honor the Mayor,
that Saint Anne Market, and its
dependencies had been ceded to the City,
and having been instructed by the Council,
to enquire into the necessity of any
modification of the By Law regulating
the Markets; in consequence thereof;-
Your Committee have directed their earnest
attention to the matter, which yet remains
under their consideration, and on which they
hope to be able, fully and satisfactorily, to
report at the next Meeting of Council.

In the meantime Your Committee deem it
advisable to communicate that, in the name
and on behalf of the Council, they have
assumed the possession and control of the
Market; and that they have caused notice
to be given (under the authority of the
Council) from and since Monday the
11th Instant, of all Cattle brought there

afforded on the day and year first above mentioned these presents having been first duly read to the said parties, signed by the said parties sealed by the said Mayor with the Common Seal of the said Corporation and countersigned by the City Clerk of the said Corporation in the presence of us the said Notaries who have also signed

Signed G. Moffatt: John Torrance
Wm. Linn - Peter McGill Mayor
Countersigned J. S. Supton City Clerk
J. S. Supton M. C. and W. Ross M. C.

As appears by the original remaining of record in my office and of which I do hereby certify the foregoing to be a true & exact copy.

Two words struck out are noted
Two marginal notes are good
To ROSS M. C.

No 495	11 July 1842 } Signification of Sale
At the request of The Mayor Aldermen and Citizens of Montreal	On the Eleventh day of July in the year of our Lord one thousand eight hundred and forty two At the request of the Mayor Aldermen and Citizens of the City of Montreal
To the Heirs of the late Wm. Spomer Phillips & Chs. Phillips	We the undersigned Notaries Public duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada and residing in the City of Montreal in the said Province went to the House and residence of the Heirs of the late William Spomer Phillips in his lifetime of the said City Grocer Deceased and to the House and residence of Mr Charles Phillips of the said City Grocer Copartners using trade and commerce together in

To the Honorable the Mayor,
Aldermen and Citizens of the City of
Montreal.

The Committee on Markets,

Respectfully Report,

That having been officially
informed by His Honor the Mayor,
that Saint Ann Market, and its
dependencies had been ceded to the City,
and having been instructed by the Council,
to enquire into the necessity of any
modification of the By Law regulating
the Markets, in consequence thereof;
Your Committee have directed their earnest
attention to the matter, which yet remains
under their consideration, and on which they
hope to be able, fully and satisfactorily, to
report at the next Meeting of Council.

In the meantime Your Committee deem it
advisable to communicate that, in the name
and on behalf of the Council, they have
assumed the possession and control of the
Market; and that they have caused notices
to be given therein, for the removal to place
Market from and since Monday the
11th Instant of all Cattle brought there
for sale - the By Laws of the Council,
subjecting any person, exposing Cattle
for sale in the City, elsewhere than on the
Market in Veille Square to a Penalty;

18-7-1842

Ad. 1-4

As matters of moment, and respecting
which any delay may be prejudicial to
the Public Interests, Your Committee
respectfully recommend that the Leases
of the Stalls in the Saint Ann Market,
now expired, be disposed of by Public Auction
on the 25th day of August next, the period
fixed for the Annual Sale of the Stalls in
the New Market of this City; and that their
upset price be fixed at the sum of Five Pounds
Currency. Also, that a Clerk be appointed
to the Saint Ann Market, with a Salary
of One hundred pounds Currency per
Annum, in lieu of all fees, perquisites,
and emoluments; And that an advertise-
ment, inviting Applications, for the
Appointment, be inserted in the customary
manner, in two of the newspapers published
in this City.

The whole nevertheless
respectfully Submitted.

Committee Room } Charles J. Poirer
13th July 1842 } A. S. Home
M. Linn

*The Occupants of the
Ann's Market*

Rec^d 23 August 1842 -

Printed 29 August 1842

*and
Referred to the Market Committee
J.P.C.*

*Joseph & M^r Chevalier
s^r marquis*

2481-8-62

St. Ann's Market

12 Sept 1842

Sir

An application has been made
for one of the Cellars by a Confectioner who
supplies the principal part of the Hucksters,
provided he may erect a small Brick Oven
therein, will you be so obliging to lay the same
before the Committee for their pleasure thereon

Yours respectfully

John Abbott

Surveyor

.1-9
12-9-1842

12th Sept. 1842.

John Abbott

Application for a Brick Oven
in one of the Cellars of the
St Ann Market.

Market Committee

The Chairman

Yes

1
1
A L' Honorable Peter
McGill, Ecuyer, Maire de la Corporation
de la Cité de Montreal, et Messieurs les Echevins
et Conseillers de la dite Corporation!

La Requête des Soussignés tous Occupants et faisant com-
merce dans et vis a vis des Caves au Marché St Anne de la dite
Cité.

Expose respectueusement.

Que vos requerants ayant été invités cidevant à s'établir dans
les dites Caves, et y tenir commerces de différents genres, dans la
vue de leur intérêt, ainsi que l'avantage Public, acceptèrent l'offre,
et parceque qu'on leur donnoient alors ces Caves, Gratis.

Que par la suite ils ont été abandonnés

w

et parceque qu'on leur donnoient alors ces Caves, gratis.
Que malgré cela ils ont éprouvés beaucoup de difficultés à
gagner le nécessaire, quant à ce que chaque Artisan ou
Commereant devoit s'attendre d'obtenir, néanmoins vos
Requerants Ont continués et continuent actuellement dans le
dit lieu ^{malgré que l'on exige d'eux un prix, à présent.} esperant que plus tard ils seront par la cru du
commerce, indemnisé de tous ce qu'ils ont perdu. —

Que le Marché en question n'étant pas achalandés pour le
moment, comme le Marché neuf, et vu qu'il est raisonnable
d'appréhender, qu'il ne le sera pas pour longtems, parceque
quoique le Marché est convenable sous bien des rapports, les
Auberges ou Hoteliers n'étant pas assez nombreuses a proximité
les gens de Campagne ne pouront trouver à se loger eux et
leurs Chevaux, et tant que le Marché neuf existera il aura
la préférence — Et vu qu'il seroit facile d'énumerer beaucoup
d'inconvénients, qui accompagnent et retardent pour un tems
chaque nouvelle établissement —

Vos Requerants soumettent humblement et tri-

Que le Marché en question n'étant pas achalandé pour le moment, comme le Marché neuf, et vu qu'il est raisonnable d'appréhender qu'il ne le sera pas pour long temps, parceque quoique le Marché est convenable sous bien des rapports, les Auberges ou Hôtelleries n'étant pas assez nombreuses à proximité les gens de Campagne ne pourront trouver à se loger eux et leurs Chevaux, et tant que le Marché neuf existera il aura la préférence — Et vu qu'il seroit facile d'énumérer beaucoup d'inconvénients, qui accompagnent et retardent pour un temps chaque nouvelle établissement —

Vos Requerants soumettent humblement et prie qu'on veuille gracieusement leur accorder une diminution du prix ou loyers des dites Caves, et qu'il soit fixé un taux solide et permanent. — Encore que vos Requerants ne soient pas retranchés de leur droit de locale dans leur dites places —

63

Et vos Suppliants prie humblement que vos honneurs,
Accordent que "la Charpente erigée d'un coté du dit Marché,
pour garde," demeure jusqu'au printemps prochain, tems auquel
une Abri plus convenable pourra être erigée.

Et vous ferez Justice

Deux Alexis Daigneau
Jean Doyon

Antoine D'Alou
1542

des
Cavie + Lapiere

marque
Basile + Vincent

des
Joseph + Clapin

marque
James Levesque

marque
Louis Barre
Thomas Fortin

marque
Jean Duchene

marque
Charles Sutton

marque
Louis + Lapiere

marque

des
Michel + Compagnon

Henri de Nouh
1342

de
Lavier + Lavier

marque
de
Basile + Vincent

marque
de
Joseph + Clapin

marque
James Levesy

de
Pierre + Melancon

marque
de
Louis + Lavier

J. Michon

2481-8-67

Louis Barre
Thomas Fortin

de
Jean Duchene

de
Charles Gatten

de
Louis + Lapierre

marque
de
Michael + Starnessey

de
Francis + Tremo

de
Edw + Barbo

de
Joseph Michelin
sa marque

John D. ...

St. Ann's Market
Montreal 19th September 1842

To

Having consulted with Mr Mitchell
the Solicitor respecting Smoking in this Market he
is of opinion that proceedings cannot be taken
against any person unless a By Law is passed
by the Council for that purpose as the one in
existence has reference only to the New Market

I likewise take leave to submit
the difference of the Tariff for weighing in
the two Markets should it be the pleasure
of the Committee to make any alteration

I have the honor to be

Wm Linn Esq.

Yours very respectfully

19-9-1842

John Abbott
C of St. A. M. 1-4

New Market

S. Ann's Market

<i>lbs</i>	<i>lbs</i>	<i>¢</i>
10		1
10	40	2
40	70	3
70	100	4
100	200	6
<i>for every addit. 100 over 200</i>		1

<i>lbs</i>	<i>lbs</i>	<i>¢</i>
10		1
10	100	2
100	200	3
200	400	4
400	600	6
600	800	1. 0
800	1000	1. 6

S. Am Market
29. 7. 1842

Etha Abbott

Respecting Smoking in the Markets
to be

City of Montreal

Shewman Market Committee

Washington City

St Ann's Market

22nd Sept: 1842

Sir

There are several applications for the front Cellars and the parties are very anxious to ascertain when the letting of them by Auction will take place.

It appears to be the general opinion that it will be highly advantageous to draw all the Grain & Flour to one point, this situation being so Central & the extra Building so well adapted, is much approved of for
Wm Linn Esq.

22-9-1842

the
1-1

purpose, my opinion is the same, more particularly as it will facilitate in bringing this market into reputation, should these views meet the approbation of the Committee it will give me great pleasure to use every exertion for its beneficial effects

I have the honor to be

Yours very respectfully

John Abbott, C of S. A. M.

S. Ann market
22nd Sept, 1842.

John Abbott

On reading the petition and on the
Extra Building for Grain and Flour.

Wm. Lee

Market Committee

Wm. Lee

Inventory of Effects the property of the
 Corporation of Montreal
 at the Saint Ann's Market 5th November 1842.

- 1 large Beam, Chairs & Planks (purchased of Hodge & Bonner)
 29. $\frac{1}{2}$ Cwt weights
 1 $\frac{1}{4}$ "
 1 1^{lb} "
 1 7 "
 1 4 "
 1 2 "
 1 1 "
 1 $\frac{1}{2}$ ^{lb} "

Large Tray for Scales made by W^m Spier

- 1 pair small brass Scales (purchased of Mr Leprohon)
 1 1^{lb} brass weight
 1 $\frac{1}{2}$ "
 1 $\frac{1}{4}$ "
 1 2 oz "
 1 1 "
 1 $\frac{1}{4}$ "
 1 2 Minot Measure
 1 old $\frac{1}{2}$ d^o (no use)
 1 $\frac{1}{4}$ d^o
 1 $\frac{1}{2}$ quarter d^o
 1 tin Gallon Measure
 1 $\frac{1}{2}$ "
 1 quart "
 1 pint "
 1 $\frac{1}{2}$ pint "
 1 $\frac{1}{4}$ "

4 large Trestles
 12 planks for do } made by Mr Bronsdon
 A pair high Steps }

5-11-1842. 1-6

12 Forms

Wheel Barrow

Watering pot

1 Shovel

1 Hoe

2 picks

2 small Tubs

John Abbott, Clerk of St. Ann's Market

St. Ann's Market
Inventory of Effects
5th November 1842

Au Maire, aux Chevaliers &
aux Citoyens de la Cité de
Montréal

Le Comité des Marchés -
Rapporte respectueusement

Que comme on s'est
de temps en temps adressé à lui
pour avoir la permission de faire
des étans de Bouchers dans la
bâtisse située sur la place des
Marchés St Anne, au nord de
la Halle des Marchés St Anne,
votre Comité demande d'être
autorisé à y enlever six étans,
et qu'il soit approuvé pour cette
fin la somme de trente livres
courant, montant estimé
pour cet ouvrage.

Le tout humblement respectueusement
soumis -

Chambre du Comité
Hotel-de-ville
9 Janvier 1843

Wm Roy Chairman
Wm Lunn
Wm Lunn
Thomas Molson
John Hully .1-2

9-1-1843

Distriet de
Montreal

Je soussigné
Maire de la ville de
Montreal

Le Maire - J. Bourret
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

Je soussigné
Maire de la ville de Montreal

à Joseph Bourret Euyet, Maire de cette Ville,
et à Messieurs Les Echevins et Conseillers de la
Cité de Montreal &c &c &c.

L'Humble Requête des Souffrigies
Commerçants de la ville de Montreal;

Lesquels ont L'Honneur de vous

exposer respectueusement qu'ils occupent
à Titre de Bail à loyer, que leurs auroit fait
la ci-devant Corporation de Montreal,
dixes Magasins dans les caves du Marché
Ste. Anne de cette Ville, et que ladite
Corporation auroit promis les laisser jouir
paisiblement de leurs susdits Magasins

respectifs;

Que les eaux se soient depuis peu
entrées dans leurs Magasins, et auroient
par la cause beaucoup de dommages
aux Souffrigies, le tout ayant été occasionné
par le refoulement de la glace devant
cette Ville.

Pourquoi les Souffrigies osent
bien s'adresser à vos Honneurs
pour obtenir quelque indemnité

et

13-1-1943

.1-8

Petition
of Belarus on the St. Louis
Market
— —

Was presented 3 June 1842 -
and referred to the Market Committee
and determined on by them
the 13 January, 1843

Receipt of Mr. Sexton City Clerk, my Commission as
Clerk of St. Jacques Market heretofore entrusted by me to the
Market Committee of the Council
City Hall 21 Dec 1842 - M. Diband,

21 December 1842

A. Richards

Receipt for his Commission
as Clerk of Magistrate,

Cité
de
Montréal,

Au Maire, aux Échevins et aux
Conseillers de la Cité de Montréal

La très humble Requête de sieur François
Leduc, Négociant, de cette ville, et à l'honneur
de nous exposer.

Que le vingt cinq du mois de novembre
dernier, il lui aurait été adjugé dans le Marché
de la Rue de cette ville, en certain office public,
en vertu du dit Marché, pour moyennant le
prix de somme de vingt six livres et un Sol
du cours actuel, qu'il en aurait ensuite fait acte
devant le dit Négociant son supérieur, quelques
jours après. Que le dit acte public ne
se soit rendu exécutoire au dit office, que
sous l'expresse condition exigée publiquement,
par le dit Négociant, d'être, à tous et Chacun les
enchérisseurs alors, qu'il n'y aurait aucun autre
Négociant revendeur de volailles, bœufs, vaches
ou de bœufs, qui aurait le droit de vendre soit
en dedans des arcades ou dans les allées du dit
Marché à l'entour du dit office; que l'adjudica-
-toire du dit office aurait seul le droit de

vingt sols par jour, peuvent rendre à leur
meilleur marché sur lui et avoir un plus
grand débit et ce à sa perte.

Pour moi votre D^uppliant s'appuyant sur
votre impartialité, espère une confiance
que sans lui je n'aurais, et il ne s'agit
de rien.

Montréal 19 Décembre 1842.

Paul Duppliant

(Signature)
1842

Provenance

No 19 Décembre 1842

Reçu de M. le Procureur
à Québec le 18 Janvier 1843.

St. N. B.

A son Honneur
Se. Maire et aux Echevins
et Conseillers formant la
Corporation de la Ville
de. Montréal &c. &c. &c. ---

S^r Humble Requête des Soussignés
Revendeurs habitués du Marché S^{te}.
Anne vous représente humblement:

Qu'ils ont revendu des légumes
et des fruits au Marché S^{te}. Anne
depuis son Etablissement. Que les
difficultés sans cesse renaissantes ont
retardé longtemps les progrès de l'Eta-
-blissement du dit Marché ou au moins
pour qu'il fût profitable. Pendant ce
temps, c'est avec peine que vos Pétitionnaires
ont pu faire subsister leurs familles et se
soutenir eux mêmes. Ce Marché est
achalandé, mais les taxes que la Corpora-
-tion impose rendent leur situation aussi
mauvaise qu'elle n'a jamais été. Vos Mé-
-morialistes vous supplient de prendre leur Etat
en considération, et de laisser encore quelque temps
le taux des loyers le même que durant la
dernière année, le taux actuellement imposé
étant égal à celui que payent les bouchers
pour leurs Bancs; de leur permettre d'avoir
comme à l'ordinaire des réchauds pour
mettre sous leurs pieds en hiver et ce, sous
tels réglemens qu'il vous plaira; de con-
-tinuer à leur permettre de tenir, pour
ce qui les regarde, le marché ouvert
tous les Jours, jusqu'au soleil couché,
temps où les personnes de la Campagne

10-2-1843

1-7

le laissent-

Signé en présence de
Thomas Coffey
Benjamin Durand
P. J. Jemains

Et ferez Justice -
Josette Coron
Veuve Coron.

Jean Ste. Brisson
James Lusty
James Coe
Veuve Thomas Normandeau
Jean Ste. Gaudry
Michel Minley
Antoine Pabellé
François Leclerc
Veuve Hadocha

Ordered - That the Market be kept open as prayed for
" " taxes cannot be interposed with
" " questions of the rewards be deferred till the
Clerk of the Market - the Agent of the Assurance Co.
be spoken with.

*Petition
of Stocksters & Others Market*

*Presented 10 Feb; 1843 and
Referred to the Market Committee
J.H. cc.*

Mc Cormick

To His Worship the Mayor,
Municipal Council of the
City of Montreal.

The Committee on Markets having taken
into their consideration as directed by
the Council, the Petition of the Montreal
Library Association, soliciting a lease
for a term of years of the West Wing
in the Upper Story of the 'St. Louis' Market.

Respectfully Sheweth.

That it would be inadvisable to
lease the part of the Building referred to, as
the communication between the Wings would
be thereby cut off; and they would be no longer
available for many useful public purposes.
The Library Association, being in the
opinion of your Committee a highly useful
and most commendable Public Institution,
They recommend that any of the most northern
part of the North West Wing of the
Building, not exceeding one half of its
width by the Association be let to it for
the Annual Rent of £25 Currency, on the
express Condition however, that if the
said lease do, be at any time required
for any purpose, of greater public utility

12-4-1847-1-9)

or interests than the objects of the Association,
The Institution will in that case be
bound to give up its possessions,
at a fortnight's notice - and in such a
case no Rent will be exacted for
the better provide of its occupations.
if it does not exceed three months.
This I do respectfully submit.

Committee Room
City Hall 11 April
1843

Wm. Roy
Thos. H. H. H.
Wm. Linn

A son Honneur le Maire,
Aux Reueurs et Citoyens
de la Cité de Montréal

Le Comité des ~~Chemins~~ Marchés
ayant pris en considération, selon
qu'il en a été instruit par le
Conseil, la Requête de l'Association
de la Bibliothèque Mercantile,
demandant de louer pour un
certain ~~nombre~~ d'années l'appartement
du Centre de la partie supérieure
du Marché St. Anne. -
Rapporte respectueusement.

Qu'il ne serait pas prudent
de louer la partie de la Batisse en
question, si que l'on couperait
par là la communication
entre les ailes, et qu'elle ne serait
plus ~~entière~~ profitable à un
~~grand nombre~~ quelque ^{objet} public
de grande utilité.

L'Association de la Bibliothèque
étant, dans l'opinion de votre
Comité une institution publique
très ~~très~~ utile & recommandable,
votre Comité recommande
de louer à la dite Association
~~quelque partie~~ une partie
de la portion la plus au
nord de l'aile nord ouest de
la -

la batisse n'excédant pas la moitié
de l'appartement demandé par
la dite Association, pour la
rente annuelle de $\$25$ courant,
sous la condition expresse
que si la partie louée est
reprise en aucun temps pour
quelque objet de ^{plus} grande utilité
publique que ne le serait
l'Association, la restitution
en ce cas sera obligée d'aban-
: donner la possession sous
quinze jours de notice et en
ce cas la rente pour la
période interrompue de
l'occupation de l'apparte-
: ment ne sera pas
exigée — si elle n'excède pas
trois mois —

Chambre des Comptes
Hôtel de ville
11 Avril 1843

Le tout réan-
: moins respectu-
: eusement soumis.

M. Roy
Président
W. Linn

la batisse n'excédant pas la moitié
de l'appartement demandé par
la dite Association, pour la
rente annuelle de £25 courant,
sous la condition expresse
que si la partie louée est
reprise en aucun temps pour
quelque objet de ^{plus} grande utilité
publique que ne le serait
l'Association, l'Association
en ce cas sera obligée d'en aban-
: donner la possession sous
quinze jours de notice et en
ce cas la rente pour la
période interrompue de
l'occupation de l'apparte-
: ment ne sera pas
exigée — si elle n'excède pas
trois mois —

Chambre des Comptes,
Hôtel de ville
11 Avril 1843

Le tout mean-
: moins desputé
ensemblement soumis.

Mr. Roy
Président
W. Linn

Market Committee Report

on Petition from
Mercantile Library
Association

Presented & adopted,
12th June 1843

J. G. Howe

Province
of
Quebec
District
of
Montreal

To the Mayor and to the
Honorable Councilors of the
City of Montreal &c &c

The humble Petition of the undersigned,
occupiers of the Cellars & Vaults of the
St. Anne Market, in the City of Montreal

Respectfully Sheweth to your Honours
That by the two late floods that happened this
year, they have suffered great damages
and loss, by losing the most part of their
Goods & provisions which they have put
on deposit in the said Vaults, their
said Provisions & Goods having got
corrupted and unsaleable on account of
the damage done to them by the water.

That on account of the said floods, at
their great loss and damages, they have

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been during that time and a long while
after, unable to go in the Saults and to get
and sell any of their provisions, goods

That actually any kind of their provisions
& goods, that they can put and expose
outside of the Saults for sale, are spoiled
either by the sun, or by the bad foul
weather or intemperatures, having no houses
where they could put their said goods
and provisions, as well as themselves,

Safe and sound and good, though the Saults
promised them to do so at the time they lived the said Saults.

Wherefore, the said petitioners, trusting
in your Clemency and in your indulgence,
hope that you will take the matter of
their complaints into consideration, and
shall caused good sheds to be made outside
of the said Saults to put their said goods
water tight, as there was done before, and
that an account of their costs you shall
make them a due remittance and deduc-
-tion of the last month's rent, and you

shall

Hall of Justice

Montreal 18th May 1843.

Deceased
J^r M^r Duchonelle
J. J. Williams

Thomas Fortin
Pierre & Pons
marquis
occupant la cave de St. Pierre
J. H. Boyer & dit Laminon
marque

Messrs. Dutton
Pazik & Vincent
marque

J^r M^r Duchonelle
James Dewey
& Edwin Barlow

L. S. Durocher
G. Michon

James & Co

John Dooch

John & Flanagan
mark

Letter

of the occupiers of the
Premises in the City
of Montreal

Presented 19th May 1843

and
Referred to the Market Committee
J. P. C.

A l'Honorable Marie et aux
Conseillers de la Cité de Montréal

L'Humble Requête des Loussiqués
locataires des Cases et boutiques du Marché
St Anne dans la Cité de Montréal

Expose respectueusement à vos Honneurs:

Que par les deux dernières inondations
qui ont eu lieu cette année, ils ont
souffert beaucoup de dommage par
la perte de la plupart de leurs effets
et provisions qu'ils avaient mis et
déposés dans les dites boutiques. Ces effets
et provisions ~~ont~~ ayant été endomma-
gés et gâtés par l'eau.

Qu'en conséquence des dites inondations,
à leur grande perte et dommage,
il leur a été impossible pendant
ce temps et longtemps après, d'entrer
dans les dites boutiques pour y tenir
et vendre leurs effets et provisions.

Qu'actuellement toute espèce de provisions
et effets qu'ils mettent et exposent
en vente au dehors des boutiques,
sont gâtés, soit par le soleil,
soit par le mauvais temps -
sans avoir aucun appentis pour

19-5-1843

les mettre à l'abri de l'air, ~~comme~~
~~par un toit solide~~, bien que M^r
Bothelet ait promis de le faire,
lorsqu'ils louèrent les dites routes —
C'est pourquoi vos Petitionnaires, confiant,
en votre clémence et votre indulgence
et sûrent que vous prendrez en
considération les Sujets de leurs
plaintes, et que vous ferez faire
des appentis au dehors des dites
routes, comme il y en avait
cédant; et que vous considérerez
de leurs pertes, vous leur ferez
une déduction du loyer des deux
derniers mois — et vous ferez
justice

Saint Ann's Market
13th May 1843

Sir

Being extremely anxious to improve
the Revenue of this Market I take leave to call
the attention of the Committee to the enclosing of
the South East side of the Street with the least
possible delay feeling assured of an ample
return for the outlay; so much so, that I
would give a rental myself of £75 per annum
and enclose it, and give it up at any time to
the Corporation on their repaying me the amount
expended

I likewise beg to recommend the Committee
to the necessary repairs required in the Market

Wm. Alderman Roy

I am Sir

Yours very respectfully

John Abbott
J. A. M.

John Abbott
13 May 1843

J. H. /

Market Committee

Chairman

Mr. Alderman Roy

Moved by Mr. Day -

Seconded by Mr. Ferrier

That the Council, ~~do hereby ratify and confirm,~~
~~the agreement entered into, by His Worship the~~
~~Mayor, with the Chairman of the Board of Works,~~

* offered by the Mayor
President of the
Board of Works -

~~since the last meeting of Council, for the renovation~~
~~of the St. Louis Market House, to accommodate~~

~~the Government legislation - in accordance of~~
~~as hereby assented to be paid to the Council, as~~
that the sum of £777 0/4

the estimated value of a temporary edifice, for
the necessities of the present inmates of the
Market Building.

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5

1^o Proposé par Secondé par

Que le Conseil ~~ratifie & confirme~~ ~~pour la~~
~~durant les arrangements faits par~~
~~le Maire avec le Président du Bureau~~
~~des travaux depuis la dernière~~
~~séance du Conseil relativement~~
~~à la cession de la Hata du Marché~~
~~de la somme pour l'accommodation~~
~~de la Législature Provinciale~~
accepte ~~pour et moyennant~~ la somme
de \$1444 courant payable au
Conseil, étant l'indemnité d'une
bâtime temporaire pour loger
les occupants actuels du Marché.

4-
Affaire pour
le Président
du Bureau
des Travaux
Publiés & etc
Mueje

No	Rents due for Cellars St Louis Market		£ s d
✓ 32	Basil Vincent - 2 months		✓ 2-13-0
✓ 4 & 5	Edward Aizer 3 "	(bad)	✓ 3-7-6
✓ 7	Francois LeClere 1 "		✓ 11-0
✓ 17	John Flannigan 5 "	bad	✓ 4-2-6
✓ 18 & 19	Germain Michon 5 "		✓ 6-10-0
✓ 20	John Doody 1 "		✓ 19-0
✓ 23	Pierre Bourcain 3 "		✓ 2-19-0
✓ 27	Xavier Lariviere 4 "		✓ 2-18-6
✓ 28 & 30	J.B. Duchene 4 "		✓ 2-19-0
✓ 31	Moses Dalton 3 "		✓ 2-7-6
✓ 14 & 15	Nicholas Couron 7 "		✓ 4-5-0
✓ 15	Paul Couron 5 "	(Dead)	✓ 2-10-0
✓ 6	Mad ^e Rivais 4 "	(bad)	✓ 2-0-0
✓ 11	" St Charles 3 "	(")	✓ 1-10-0
✓ 22	Antoine Lezage 4 "	doubtful	✓ 2-10-0
✓ 2	Frances Ormier 4 "		✓ 2-0-0
✓ 9	William Power 5 "	doubtful	✓ 2-10-0
✓ 21	Louis Morin 4 "		✓ 2-10-0
✓ 25	James Doney 4 "		✓ 2-10-0
✓ 26	Joseph Fortin 4 "		✓ 3-0-0
✓ 1	Francois Tremont 3 "		✓ 1-17-6
✓ 4	Andrew Gardner 1 "		✓ 10-0
✓ 12	Madame St Denis 1 "	Husband Dead	✓ 10-0
✓ 14	John Benson 1 "		✓ 10-0
✓ 29	Patrick Murray 2 "		✓ 1-5-0
✓ 30	Thomas Corniff 2 "		✓ 1-5-0
✓ 3	Thomas Fleming 3 "	(In the Hospital)	✓ 1-10-0
✓ 5	John Blackburn 3 "	(doubtful)	✓ 1-10-0
North End	Michael McDonald 3 "		1-10-0
✓ 20	Patrick Conden 1 "		✓ 10-0
South end	Larry Hartigan 1 "		15-0

V. Son Honneur Le
Maire et Messieurs les Echevins
et Conseillers de la Corporation de la Ville
de Montréal, dûment assembles.

La Requête des Soussignés Louis Commerçants de
Montréal, y faisant affaires et occupants des Caves au
Marché St. Anne, rue des Commissaires de la dite Ville.

Supplie humblement les dits Requerants

Et Expose. Qu'ils sont contraint par la
nécessité, de vous exposer leurs griefs causés
par suite de ce qui est ci bas constaté, savoir:

- 1^o Pertes et embarras vexatoires causés par la
lenteur et faute de progrès, durant le temps
qu'on a mis des matériaux pour élever et
hausser la dite Rue en front des Caves du
Marché.

- 2^o Parcequ'il n'y a point de Trottoirs
en ce lieu, ce qui laisse un mauvais passage
ou boue en temps de pluie.

- 3^o Parcequ'en haussant le dit chemin, est
cause que tout l'eau des dalles du dit Marché,
ainsi que tout l'eau de pluie, forment des
reservoirs entre le Mur du dit Marché, au-
dessous de l'abri qui est plus bas, qui finit
par faire decouler la dite ^{eau} dans les Caves
au grand detrimant de vos Requerants.

4. Parceque l'abri qui existe est insuf-
fisante et nuisible, admettant lors qu'il
pleut, beaucoup d'eau tant du Marché que
d'ailleurs, entre le Mur et la dite abri, qui
forme des Jets d'eau sale, qui gaspille le
butin de vos requerants, c'est pourquoi
il seroit mieux que cet ami fut ôté.

- 5^o Parcequ'on a pratiqué des Trous
dans les Caves pour introduire le Gas
embarrassant ainsi le Commerce, avec le
reste.

Vos Requerants suggereroit humblement,
qu'il

15-8-1843

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qu'il ^{soit} erigé un Abri propre, convenable,
et élevé suffisamment et spacieuse pour la
réception de tous ceux qui auroient des
affaires au dit Marché, soit pour y vendre
leurs effets, ou autrement; et pour le bonheur
et avantage du Public, et qui tendroit à
donner un essor au dit Marché. en sorte
que les Chemins fussent bien réparés.
Que maintenant tout paroît plutôt decli-
ner que de s'améliorer.

Et vos Requerants pour con-
clusion disent qu'ils ont souffert de
grands dommages et qu'ils en souffrent
encore, c'est pourquoi ils demandent
que vous leur voudriez considérer le tout;
et en faisant, si vous plaît, diminuer
les Prix des Caves en question, pour
jusqu'au temps que le dit Marché
soit amené, généralement, car pour le
présent d'y avoir affaire est dispendieux
et onéreux, tant pour vos Requerants
que pour tous ceux qui ont sacrifié leurs
intérêts en s'établissant dans cette localité.
Vos Requerants sont d'opinion unanime
d'abandonner le lieu en question. s'ils
ne peuvent obtenir justice.

Et si justice leur est
faite ils ne cessent
de prier.

Montréal le 31 d'Avril 1843 1/2

* Et les conclusions
d'ailleurs —
par reprise
du prix des loyers
ou autrement

• Messrs Dalton

J. B. Duchesne

J. B. Yaminty

M. Vinsant

William Fay

John Souders

James Sevier

J. Michon

N. Bissonnet

C. Lepetrot

E. Henry

J. Flanagan

Pierre Beauregard

Edw. A. Barlow

M. S. Larivière

A. J. Williams

A. Lauzon

E. Fauriol

Maurice Power

St. Morin

John Tomkins

Requête
des occupants des caves
Marché St Anne

Presentée le 15 Août 1843.

et
Révisé au Comité des Marchés
L. J.

Tenants of Cellars, St. Annis Market 1842 & 1843

No	Names	From	To	occup ^d & unocc ^d	Rent due good	Bad,
1	Mic ^e . Hood	25 Nov	25 Mar	4 m th	" " "	" " " paid
	F. Tremont	25 Mar	25 Aug	5 "	" " "	" " " paid
2	R. Gordon	bad 25 Nov	25 Mar	4 "	" " "	2. 5. 0 3 m th due
	J. Ormier	good 25 Mar	25 Aug	5 m th	15. 0	" " " 1 m th due
3	L. Durocher	25 Nov	25 Dec	1 m th	" " "	" " " paid
	P. Melancon	bad 25 Dec	25 Jan	1 m th	" " "	11. 0
	unoccupied	25 Jan	25 Feb	1 m th		
	M. Bourret	25 Feb	25 Mar	1 m th	" " "	" " " paid
	unoccupied	25 Mar	25 apr	1 m th		
	George Gill	good 25 apr	25 Aug	4 m th	10. 0	" " " 1 m th due
4	Peter Soddon	25 Nov	25 Dec	1 m th	" " "	" " " paid
	unoccupied	25 Dec	25 Jan	1 m th		
	A. Savazeaux	25 Jan	25 Mar	2 m th	" " "	" " " paid
	James Perle	bad 25 Mar	25 apr	1 m th	" " "	12. 0 a Brothel
	E. Aigner	good 25 apr	25 Aug	4 m th	7. 10. 0	3 m th due
5	J. Perle	bad 25 Nov	25 apr	5 m th	" " "	10. 6 1 m th due
	E. Aigner	good 25 apr	25 Aug	4 m th	" " "	2 m th due
6	L. Bibeau	25 Nov	25 May	6 m th	" " "	" " " paid
	Mas ^e . Rivais	good 25 May	25 Aug	3 m th	12. 6	" " " 1 m th due
7	F. Tremont	25 Nov	25 Mar	4 m th	" " "	" " " paid
	F. Le Clève	good 25 Mar	25 Aug	5 m th	1. 2. 0	" " " 2 m th due
8	W. Power	good 25 Nov	25 Aug	9 m th	17. 0	" " " 1 m th due
10	J. Ormier	25 Nov	25 Mar	4 m th	" " "	" " " paid
	A. Gardner	25 Mar	25 Aug	5 m th	" " "	" " " paid
11	J. Clapin	good 25 Nov	25 June	7 m th	1. 2. 0	" " " with sec ^d
	R. St. Charles	25 June	25 Aug	2 m th	" " "	" " " paid
12	G. Clavel	25 Nov	25 Dec	1 m th	" " "	" " " paid
	unoccupied	25 Dec	25 apr	4 m th		
	P. St. Denis	25 apr	25 Aug	4 m th	" " "	" " " paid
13	P. St. Denis	25 Nov	25 July	8 m th	" " "	" " " paid
	unoccupied	25 July	25 Aug	1 m th		

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Nos	Names	From	To	occupied	Rent due		Bad				
				unoccup.	good						
14	N. Corron	good	25 Nov	25 Aug	9 Months	11.	6	1m due			
15	L. Dufresne	25 July	25 July	8 Months	"	"	"	paid			
16	unoccupied	dead	25 July	25 Aug	1 Month	"	"	"			
17	J. Kennedy	25 Nov	25 Feb	3 Months	"	"	"	paid			
	Stanneghan	good	25 Feb	25 Aug	6 Months	4.	10.	0	2m due		
18	G. Michon	good	25 Nov	25 Aug	9 Months	3.	0.	0	2m due		
19											
20	John Dooly	good	25 Nov	25 Aug	9 Months	1.	10.	0	2m due		
21	L. Morin	good	25 Nov	25 Aug	9 Months	2.	2.	0	2m due		
22	P. Melancon		25 Nov	25 Dec	1 Month	"	"	"	paid		
	L. Durocher	bad	25 Dec	25 Aug	8 Months	"	"	7.	0.	0	7m due
23	P. Boreau	good	25 Nov	25 Aug	9 Months	1.	9.	0	1m due		
25	E. Barlow		25 Nov	25 Apr	5 Months	"	"	"	paid		
	J. Deway	good	25 Apr	25 Aug	4 Months	2.	6.	0	2m due		
26	G. Clavel		25 Nov	25 Mar	4 Months	"	"	"	paid		
	unoccupied		25 Mar	25 Apr	1 Month	"	"	"			
	T. Burke		25 Apr	25 May	1 Month	"	"	"	paid		
	M. Logue		25 May	25 June	1 Month	"	"	"	paid		
	P. Seddon		25 June	25 July	1 Month	"	"	"	paid		
	unoccupied		25 July	25 Aug	1 Month	"	"	"			
27	A. Lariviere	good	25 Nov	25 Aug	9 Months	2.	2.	0	2m due		
28	J. Fortin		25 Nov	25 July	8 Months	"	"	"	paid		
	unoccupied		25 July	25 Aug	1 Month	"	"	"			
29	L. Barre		25 Nov	25 Mar	4 Months	"	"	"	paid		
	W. Williams		25 Mar	25 Aug	5 Months	"	"	"	4m due		
30	J. B. Duchene	good	25 Nov	25 Aug	9 Months	2.	3.	0	2m due		
31	M. Dalton	good	25 Nov	25 Aug	9 Months	2.	5.	0	2m due		
32	B. Vincent	good	25 Nov	25 Aug	9 Months	2.	13.	0	2m due		
South End	J. Cox		25 Nov	25 Aug	9 Months	"	"	"	paid		
North End	M. M. Donald		25 Dec	25 Aug	8 Months	"	"	"	paid		

Rent good Bad

	11. 6		1 st M th due
"	"	"	paid
4.	11. 0	"	paid 2 nd M th due
3.	0. 0		2 nd M th due
1.	10. 0	"	2 nd M th due
2.	2. 0		2 nd M th due
"	"	"	paid
"	"	7. 0. 0	7 th M th due a large Table fittings up life
1.	9. 0	"	1 st M th due
"	"	"	paid
2.	6. 0	"	2 nd M th due
"	"	"	paid
"	"	"	paid
"	"	"	paid
2.	2. 0		2 nd M th due
"	"	"	paid
"	"	"	paid
"	"	"	paid
"	"	"	paid
2.	3. 0		2 nd M th due
2.	5. 0		2 nd M th due
2.	13. 0		2 nd M th due
"	"	"	paid
"	"	"	paid
"	"	"	paid by Note due 1 st Nov ^r for £4. 6. 0

La Minerve 26 oct. 1843

SIEGE DU GOUVERNEMENT.

Assemblée au Marché Ste. Anne.

Conformément à la réquisition et à l'ajournement une réunion nombreuse des citoyens de Montréal a eu lieu aujourd'hui au grand salon du marché Ste. Anne, un peu après une heure son honneur M. le Maire fut appelé au fauteuil, et J. P. Sexton, Ecr., prié d'agir comme secrétaire. M. le Maire explique brièvement le but de l'assemblée, ensuite C. S. Cherrier, Ecr., fut appelé à présenter la première résolution, ce qu'il fit après avoir prononcé un excellent discours sur la question qui était le but de l'assemblée. Voici les résolutions qui furent adoptées :

Proposé par C. S. Cherrier, écr., secondé par James Smith, écr., qui prononça aussi un excellent discours approprié à la circonstance.

1. Résolu,—Que jusqu'ici les citoyens de Montréal se sont abstenus d'exprimer aucune opinion sur le sujet très-important du siège du gouvernement, non pas parcequ'ils n'appréciaient pas parfaitement les avantages nombreux qu'offre la ville de Montréal, quant à sa position géographique, sa population et sa richesse, mais parcequ'ils étaient convaincus que Sa Majesté, dans le plein exercice de sa prérogative, choisirait Montréal pour la capitale future du *Canada-Uni*.

Proposé par James Ferrière, Ecr., secondé par G. E. Cartier, écr.

...2

2. Résolu, — Que cette ²assemblée voit avec un profond regret, que la discussion relative au siège du gouvernement ait eu lieu, dans une honorable chambre, dans un temps où le plus grand nombre des membres, résidant dans la partie Est de la Province, et qui représentent une si large portion du pays, s'en trouvaient absents.

Proposé par John Molson, écr., secondé par P. Beaubien, écr.

3. Résolu, — Que la ville de Montréal a toujours été considérée comme la capitale du commerce de la Province; qu'elle est le marché et le dépôt du commerce de cette contrée étendue et productive du Nord-Ouest des Etats-Unis d'Amérique, et que, par conséquent, elle est, sans aucune comparaison, le centre de la richesse et de la population du Canada; puis située comme elle est, à la jonction de la navigation de la mer et de celle de l'intérieur des terres, accessible de toutes les parties de la Province, et dans toutes les saisons de l'année, possédant comme elle le fait, une large proportion des habitans des deux origines, elle offre plus d'avantages qu'aucune autre ville pour être la capitale de la province du Canada; et, à part des considérations locales ou personnelles, elle est imminemment convenable, dans l'intérêt général du pays, pour être le siège du gouvernement.

Proposé par G. D. Brondgeest, écr., secondé par Joseph Vallée, écr.

4. Résolu, — Que cette assemblée exprime respectueusement l'espoir que les membres de l'honorable Conseil Législatif, résidant dans le Bas-Canada, se rendront à leur siège, pour y veiller aux intérêts de cette partie de la province. Que les présentes résolutions soient transmises aux membres de la cité de Montréal, avec le désir pressant des citoyens que leurs représentants, par leurs efforts, l'influence de leur position, et leurs voix, feront tout en leur

pourvoir pour mettre à effet la recommandation du gouvernement provincial, contenue dans le rapport envoyé à la très-honorable Chambre d'Assemblée, par un message de Son Excellence le Gouverneur Général, le 6 Octobre courant, pour établir le siège du Gouvernement dans la cité de Montréal.

Proposé par Joseph Shuter, éct., secondé par Augustin Perrault.

5. Résolu,—que son honneur le maire de Montréal soit prié de transmettre ces résolutions aux honorables membres de la Chambre d'Assemblée pour la cité de Montréal.

L'heure avancée à laquelle l'assemblée s'est ajournée ne nous permet pas pour aujourd'hui de donner les excellents discours qui ont été prononcés ni même d'y faire une courte allusion. Chaque résolution qui a été proposée ou secondée a été accompagnée d'explications qui fesaient ressortir tous les avantages que réunit Montréal pour devenir le siège du gouvernement.

A une assemblée nombreuse qui a eu lieu à Toronto, Haut-Canada, au sujet du siège du gouvernement, une résolution a été adoptée à une grande majorité en faveur de Montréal comme étant la place la plus convenable pour y établir le siège du gouvernement ! Quels que soient les motifs des citoyens de Toronto pour se déclarer ainsi en faveur de Montréal, nous devons leur en savoir bon gré. Aussi quel est l'homme qui, dégagé de tout intérêt personnelle, pourrait se prononcer en faveur d'un choix comme celui que fit feu Lord Sydenham de Kingston pour être le siège du gouvernement ! Si on pouvait faire cesser toutes les petites jalousies et les intérêts privés, il ne se trouverait peut-être pas un seul homme dans la législature qui osât élever la voix en faveur de Kingston, cette place n'ayant absolument rien qui puisse la recommander, sous aucun rapport.

Montreal Jail
24th August 1843

Sir

I must apologise for the unauthorised liberty I take in addressing you without your permission to do so. Still I feel assured that the justice of the case and the fact that the person in whose behalf I write is an orphan and a stranger with few acquaintances and without a relative - will secure me your forgiveness. And with this conviction I shall beg leave briefly to state the case.

The beaver Lawrence Hartigan who lived with me for more than a year I found to be of the most strictly honest disposition. After he left me he commenced a little dealing in the St Ann's Market, and paid a part of the rent of one of the bellars jointly with a person of the name of Montgomery who sub-rented the same from persons of the name of Cox - Cox it would appear is in the habit of taking bellars &c for the purpose of jobbing or subletting and paid for the bellars in question during the past year ten shillings per month and rented it to the parties in question for five dollars. A few days ago Montgomery absconded leaving the beaver in sole possession with the rent paid up to the present. This day I accompanied the beaver to the block of the St Ann's Market as a surety in order to enable him to occupy in his own right direct from the Market Committee. The beaver tendered the rent in advance proposing a dollar per month more than than Cox was to pay which according to Mr Abbot's statement is four dollars per month. Mr Abbot emphatically declared that he should not have the bellars at any price and stated distinctly that it was already let to Cox. I told Mr Abbot that I considered the Market Committee would not give a preference to the subletting system to the . . .

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prejudice of the actual tenants, stating at the same
time that, I knew from Mrs Cox that her intention was
to sublet this statement Mr Abbot thought proper to
disbelieve and arraigned me before Mrs Cox who fully
admitted this to be the case This seemed to stagger Mr
Abbot a little and he went on to say Remember Mrs Cox
If I should let the Bellar to you it will be with the
understanding that you should shall occupy it your
-self I felt quite astonished, to hear such provarication.
If I let the Bellar to you when two minutes before he
most distinctly and repeatedly declared "I assure you
Mr McJinn that is the case it is let" And I feel
quite certain that it is in vain for a friendless un-
-protected stranger to apply to the Clerk of the St
Anns Market for any stand that is worth having
And I feel ^{Satisfied} certain that you will put the beaser
in the way of holding the possession he has on the
same favourable terms as any other ^{tenants} And I shall
find security for him to any amount, required or
see the rent paid half yearly in advance

Begging pardon for this intrusion

I have the Honour to be

Your most Obedient
and very Humble Servant
Thomas McJinn

Peter Dunn Esquire

Decided on the
28th August 1843

Peter Dunn Esq

Montreal

86 1/2

To the Committee of the St. Annis Market,

The Humble Petition of Maurice Power, a poor Dealer
Most humbly sheweth. That Petitioner holds a small shed
outside the steps of the St. Annis Market. Opposite Peter Street
which Petitioner built himself last May at the Dollars
expence, and paid 9. a day for the same since, till about
a month ago, as the rent of the Cellars was reduced Mr.
Abbott reduced ^{it} to 6. a day, which your Petitioner most hum-
bly begs leave to say is still too much in proportion to the
rent of the Cellars, and the narrow space Petitioner occupies
besides Petitioner himself, going to the expence of building
it, and that it is only on a range with the front of the Cellars
without ^{the} wall and no inside room,

And as it still wants some further repairs to make
it fit to stand it during the winter which will amount
to more than ten Dollars, which will be a great diminution
to your Petitioner's industry with pay^{ing} the rent, what no other
poor Dealer in the Market is subject to but himself alone
Petitioner therefore hopes you will take him into Considerati^{on}
and grant him some term of said shed, or some equitable
Abatement that may enable him to recover his expens,

And Petitioner will as in duty bound,

Overpray,

Oct. 23rd 1843,

Maurice Power, a poor trader
with a small helpless family.

13-11-1843

1-7

1072
Billion
of Maurice Jones

Presented 13th Nov 1844
by James & Co. Market Street

To the Committee of the
St. Ann's Market.

mt.
Historia

Maintenant qu'il est décidé que le siège du gouvernement sera établi à Montréal, diverses conjectures ont été faites sur le site qu'on choisira pour y bâtir la maison du parlement. Des bruits circulent que l'hon. M. Viger aurait offert un vaste terrain sur le Côteau Baron vis-à-vis l'évêché, tandis que d'autres disent que ces bâtisses seront placées sur la rue Notre-Dame, au lieu où se trouve l'ancienne prison. Nous ignorons s'il y a déjà quelques plans arrêtés sur ce sujet. Quoiqu'il en soit nous sommes persuadés que les hommes qui sont maintenant au pouvoir, sauront faire un choix convenable et que la magnificence des édifices répondra à l'attente du public. *La Minerve* 16 nov. 1843

To The Mayor Aldermen and Citizens of The
City of Montreal

The Committee on Markets

Respectfully Report,

That Applications having been made
to them, from time to time, for permission to erect
Butchers Stalls in the Building situated on the St Ann's Market place
North of the St Ann's Market Hall, Your Committee
recommend that they be authorized to erect six
Stalls therein; and that an appropriation of the
estimated expense of so doing, Thirty pounds
Currency, be made there for the purpose

The whole nevertheless respectfully submitted

Committee Room
City Hall - 21 Dec^r 1843

Mr Ray Chairman
Mr Linn
H. S. Luce
Thomas Molson
John Tully

21-12-1843

Montréal le 8. janvier 1844.

● L'échevins Roy accompagné par M. DeBlanc
fait invitation seconde par
que le present rapport soit relu et adapté

8-1-1844

Rapport du
Comité des Marchés
Recommandant
d'élever six
Glans de Bouchers
dans la bâtisse
au nord de la
Halle du Marché
St Anne.

Présenté & adopté
le 9 janvier 1844.

9-1-1844

To. The Chairman and Committee
on Markets

The City Surveyor has the honor to Report.

That in obedience to instructions, your Surveyor,
by appointment, met Mr Poirone behalf of the
Board of Works, on Friday the 23rd Instant,
at the St Louis Markets, with a view of "ascertaining
"and Estimating the Cost of erecting temporary
"accommodations for those who now occupy
"the lower portion of the St Louis Market Building,
"and moreover to estimate the indemnity which
"ought to be allowed the occupants of the
"upper part of the Edifice and of the Cellars
"beneath it." — And proceeded with that
Gentleman to establish the number of actual
occupants in the said Markets as follows.

43 Butchers Stalls

3 Poultry Stalls & Men's Stalls

3 Double Vegetable do

12 Stalls, in the Patent entrances.

Weighing Scales, Clerk's Office &

32 Apartments in Basements occupied
by Dealers in Pork, Fish &c.

Mr Poirone and the City Surveyor

29-2-1844

then entered into the Consideration of the Estimate
 of the Cost of a suitable temporary building as
 alluded to in the Proceedings of Councils on
 the 19th Inst ab- but as the former ^{gentleman}
 persisted in his own interpretation only of
 its character, refusing to take Cognizance
 of the Question of indemnity to be allowed to the
 occupants of the upper part of the Edifice,
 stating his opinion that no floor was
 required to the lower story. - that the
 building need only be enclosed with
 such Boards, - that such necessary
 building could be erected in a week
 for the sum of (£300) Three hundred
 Pounds. These Views militating so
 much with the instructions given
 by your Committee, your Surveyor felt
 that it was his duty to decline
 further proceeding in the matter
 of Estimate until the description of
 Building was fully understood
 and agreed to. - And with the view
 of arriving at this, made it his business
 to call upon the Honorable Hamilton
 A. Killaly Chairman of the Board of Works

who declines entering into any except a u. a. c. a. s.
 with your Surveyor on the subject. - Your
 Surveyor has therefore adopted the only
 alternative left him of preparing a plan
 for a Building covering the same extent
of ground as the present Stann's Market,
 Constructed of Timbers, framing filled
 in with three inch scantling - Clap
 boarded on the outside - Shingle roofed
 with the same number of exterior openings
 as the present building, - The lower
 story seven feet in height available for
 pork dealers and others, and
 the superior story for the Butchers, - two
 inch plank floors inside, with the
 old stalls removed and fitted up,
 and ceilings lined. - the stalls painted
 in two coats and the exterior including
 roof in three coats of paint - as
 well for the conservation of the work
 itself as for the comfort and appearance
 of the Building - A Building of this
 character, being in accordance
 with the views communicated
 by your Committee. Your Surveyor

Estimate

Estimated at the cost of (£2031.14.4)
Two thousand and thirty one pounds,
fourteen Shillings and four pence
Currency, the detailed Bill
of quantities being hereto annexed.

The whole respectfully submitted.

City Hall
29th Feb 1844

John Astell
City Surveyor

Au Président et au Comité
des Marchés -

L'Inspecteur de la Cité a l'honneur
de faire rapport

Que conformément aux
instructions qu'il a reçues, votre Ins-
pecteur a rencontré M. Perron agissant
pour le Bureau des Travaux publics,
vendredi le 23 du courant, au Marché
St Anne, dans la vue de constater
et d'estimer le coût de l'érection
d'accommodations temporaires ^{en faveur de} ceux
qui occupent maintenant la ~~partie~~
partie inférieure de l'édifice du Marché
St Anne, et de plus d'estimer l'indemnité
à accorder ~~pour le dit~~ aux occupants
de la partie supérieure de l'édifice
et des caves. Votre Inspecteur
a procédé avec ce Monsieur à établir
le nombre d'occupants actuels du dit
Marché, comme suit.

43 Etans de Bouchers -
3 Etans de vendeurs de volailles -
3 Etans doubles de vendeurs de légumes
12 Regrattiers, dans les entrées des portiques

.1-2

29-2-1844

Balances à peser, Bureau du Clergé

32 Appartements dans le sous-basement occupés par les Commerçants de lard, Poisson &c

M. Brune et l'Inspecteur de la cité ~~sont alors venus~~ ont alors considéré l'estimation d'une bâtisse temporaire convenable telle qu'a été mentionnée dans les procès-verbaux du Conseil du 19 du courant, mais comme le premier Monsieur a persisté dans son interprétation de ~~ce cas~~ genre seulement de cette bâtisse, refusant de prendre connaissance de la question d'indemnité à accorder aux occupants de la partie supérieure de l'édifice, exprimant son opinion qu'il n'y avait pas besoin de plancher à l'étage inférieur, que la bâtisse n'avait besoin que d'être recouverte de planches d'un pouce, que cette bâtisse pouvait

pourrait être exigé en une semaine
 pour la somme de £ 300, —
 ces considérations si opposées
 aux instructions données par
 votre Comité, votre Inspecteur
 a cru qu'il était de son devoir
 de ne ~~pas~~ ^{pas} ~~présider~~ ^{présider} ~~le~~ ^{l'} ~~travaux~~ ^{travaux} au
 sujet de l'édification avant
 que l'on ait ~~complettement~~
 pleinement établi la description
 d'une bâtisse. Et pour cette
 fin, ~~il~~ il a cru devoir se
 rendre auprès du Président
 des Travaux qui a refusé
 d'entrer en explication avec
 votre Inspecteur à ce sujet.
~~C'est~~ votre Inspecteur a
 donc adopté la seule
 alternative qui lui restait,
 de préparer un plan d'une
 bâtisse couvrant la même
 étendue de terrain que le
 présent Marché St Anne,
 devant être faite en charpente
 boisée


Boisée

boisée en dedans de madriers de
trois pouces, lambuisée en dehors
couverte en bardeau avec autant
d'ouvertures extérieures que
le présent Marché, l'étage
inférieur, sept pieds de haut,
devant servir pour les Com-
merçants de lard & autres,
et l'étage supérieur pour
les Bouchers; les planchers
de Madriers de deux pouces en dedans,
avec les ~~scilles~~ vieux étans
transportés ~~et ajustés~~ ^{et ajustés} et les plafonds
~~à double~~ ^{double} les étans peints
de deux couches et l'extérieur
y compris le toit, de trois
couches - pour la conservation
~~de la bâtisse et la~~
de l'ouvrage et l'apparence
de la bâtisse.

Notre Inspecteur estime une
bâtisse de cette sorte
à \$ 2031. 14. 4 courant,
dont un ~~coût~~ ^{montant} détaillé des
deffs. Matériaux.

matériaux est ici annexé

Le tout ~~annexé~~
respectueusement soumis

Notuldeville 3
29^e Février 3
1844 3


J. B. G. G.
Inspecteur des Bâtiments

St Anns Market, Estimate, for erection of a Temporary Building

<u>Timbering</u>							
2/	7.0	14.0	Cedar butts	31.	434		
2/	2.4	40.8	" sleepers and braces	30	1220		
2/	10.2	20.4	" sleepers under beams	30	610		
3/	14.6	139.6	" beams	30	4185		
					6449		107.98
2/	10.2	20.4	Pine Coll. 10' x 8'	30	610		
2/	7.0	14.0	" Upright 6' x 8'	31	434		
1/	7.0	14.0	" story posts 10' x 10'	39	406		
2/	4.6	9.0	" caps to do	29	261		
2/	10.2	20.4	" running beams 10' x 10'	30	610		
					2321		58.06
4/	46.6	186.0	" Joists 12' x 3"	30	5580		81.76
2/	13.6	27.0	" uprights 6' x 8"	31	837		
2 1/2/	10.2	40.8	" plate piece 8' x 6"	30	1220		
2/	33.6				2057		42.17
2/	33.6	67.0	" principal rafters 10.8' x 5 1/2"	31	2077		
		17	" collar 7' x 3 1/2"	31	527		
		6	" King post 7' x 3 1/2"	31	186		
2/	10.2	20.4	" pole plate 8' x 6"	30	610		
2/	10.2	20.4	" purlins 7' x 5"	30	600		
					4010		83.10
			3 straps iron keys and wedges, & fixing	31	No 63		
			1 stirrup iron	31	31		
			1 " iron	31	31		
					124		46.10
3 1/2/	29.0	174.0	common rafters 6.4' x 3"	30			54.76
			add for framing and bracing to gable-ends		350		8.15
							482.18
							1
<u>Exterior</u>							
	702.6		Plank filling in, rough straight		14401.3		
	20.6	14401.3	deduct for uprights jointed				
	35.0						
	20.6	717.6	" cellar doors				
3 1/2/	6.6	884.0	" " Windows				
	4.0						
3 1/2/	4.0	510.0					
	3.2						
		2111.6					
			Carried over		14401.3		
							.1-2

2/16-8
6-0
1920

Amount Brought up

£ 498 13 6

Arch lining above height of present stalls -

1 18 5

One Brick chimney including Masonry
mass pipe hole and stone
copy complete - - - - -

20 0 0

54 stalls removing enclosures
counters &c. and refixing
same all complete - - - - -

157 40 10

fitting up Office - - - - -

11 10

Painting interior 3 Coats, exterior
including roof 3 Coats -

200

£	765	11	11
	482	18	1
	783	4	4
£	2031	14	4

Total Two Thousand and
Thirty one Pound fourteen shillings and
four pence - (£ 2031. 14. 4)

February 29th 1844

John Bestall
City Surveyor

Vendredi 19 Janvier 1841

convenable, ou qu'un stock d'argent
suffisant pour défrayer la dépense d'une
telle baliste, soit mis à la disposition
de la Corporation pour procurer les com-
modités nécessaires aux pompes & autres
du dit Marché, et que le Gouvernement
Provincial entreprenne aussi et fasse à
ses dépens toutes les améliorations requises
& nécessaires pour rendre le dit Marché
propice à l'objet proposé, et lorsqu'il quittera
le dit Marché, toutes les améliorations
entreprises seront laissées en bon ordre
pour l'usage et l'avantage de la Corporation.

L'Ordre du jour pour considérer et décider
la question de l'achat final de l'Aqueduc
de Montréal, moyennant la somme de
cinquante mille livres, cours actuel, et si
le Conseil doit faire et conclure le dit
achat en vertu des dispositions de l'acte
réécemment passé par la Législature Pro-
vinciale, intitulé "Acte pour autoriser
le Maire, les Echevins & les Citoyens de
Montréal à acheter, acquiescer & posséder
la propriété maintenant connue sous le

Vendredi 19 Janvier 1844
ledit acquiescent, ses hoirs & ayant cause
observeront de ce jour à toujours, à peine
d'une amende de £500."

↳ Son Honneur le Maire communiqua
au Conseil, que l'Honorable H. H. Hillaby,
Président des Travaux publics, dans une
visite récente dans cette cité, après de choisir
un local convenable pour la législature
et les bureaux publics, avait visité le
Marché Ste Anne, s'acquêtant d'opinion
que c'était la plus convenable des bâtisses
de la cité pour les objets qu'il avait
en vue, il avait désiré savoir si le
Conseil consentirait à ce qu'il fût cédé
temporairement à l'Exécutif pour l'usage
de la Législature & pour y tenir les Bureaux
publics.

Sur motion de l'Échevin Holmes
secondé par l'Échevin de Bleury, A. fut

Résolu Que le Marché Ste Anne soit mis à la
disposition du gouvernement Provincial
pour l'accommodation de la Législature,
franc de toute charge de loyer, pour une
terme de trois années de cette date,
à condition qu'une bâtisse temporaire

Vendredi 19 Janvier 1844

Extrait

Dieu l'acquiesce, ses héritiers, successeurs et
"ayant cause, sont à ^{perpetuelle} toujours tenus, lorsqu'ils
bâtiront une maison ou des maisons sur l'empla-
cement susdit, de les bâtir en pierre ou
en briques, et lorsqu'une maison sera
bâtie, d'enclorre ledit emplacement,
pardevant et par derrière d'un mur de
pierre qui n'aura pas moins de huit
pieds de haut au-dessus du niveau du
sol. Les maisons seront bâties sur
une ligne à une distance de huit pieds
de la rue Craig, la hauteur depuis la ligne
de la rue jusqu'au seuil de la porte de la
maison sera de trois pieds et demi.

Il sera érigé en face de la maison, sur la
ligne de la rue, une balustrade de trois pieds
neuf pouces, qui sera élevée sur une base
de pierre de huit pouces. Et sous aucun
prétexte les perrons ou galeries ne s'avan-
ceront sur le trottoir au-delà du mur
de la balustrade. Il ne sera pratiqué
aucune porte pour les voitures pour aller de
la rue Craig dans les cours, mais ces portes
ou autres seront pratiquées sur la ruelle des
Entrepôts, qui borne le derrière de cet
emplacement; toutes ces obligations et servitudes

Jeudi 19 Janvier 1844

Resolu

Que l'état des officiers et des autres personnes employées par la Corporation, maintenant devant le Conseil, soit referé à un Comité Spécial de cinq membres avec instructions de l'examiner et de faire un Rapport, et particulièrement de voir si les salaires sont en proportion des devoirs; que Son Honneur le Maire soit autorisé et requis de nommer immédiatement ledit Comité.

Son Honneur le Maire nomma alors pour composer le dit Comité, le Conseiller LaRoque, l'Échevin Ferris, Roy & Lunn & le Conseiller Stuart.

↳ L'Échevin Holmes soumit pour l'information du Conseil l'extrait suivant de l'Acte de Transport au Gouvernement en faveur des acquéreurs des emplacements ou propriétés formant ci-devant les remparts de la Cité, afin que les stipulations y contenues puissent être exécutées pour l'avantage de la Cité.

Extrait 1 .1-1

Rapports du
Comité des Marchés
et de l'inspecteur
des chemins relatifs
à l'estimation
d'une bâtisse tem-
poraire pour loger
les occupants du
Marché Ste Anne-
te - et différents
papiers à cet égard.

présentés le 1^{er} Mars 1844
et déterminés le 12
Mars 1844

12-3-1844

Moved by W. Roy Seconded by W. DeMeury;

That the report now read be adopted; ~~and~~ that
His Worship the Mayor be requested to Communicate to the
Chairman of the Board of Works, that the estimate of Mr Brown
being insufficient for the objects contemplated by the Council cannot
be accepted; and that the Sullivan's Market House can only be
given ^{up} for the purposes of the Legislature, upon payment of the
sum mentioned in the Report now before the Council, or upon
the Board of Works undertaking to erect such a Building
as that specified in the Report.

1-5

Proposé par Roy Secondé par M.
O'Brien

Que le Rapport soit adopté; que
son Honneur le Maréchal soit prié
de communiquer au Président
des Travaux que l'estimation
de M. Brownne étant insuffisante
pour les fins que se propose
le Conseil ne peut
être acceptée; et que le Maréchal
ste Anne ne peut être donnée
pour les objets de la Législature
qu'en fait le Bureau des Travaux
sans la somme mentionnée
dans le Rapport maintenant
devant le Conseil. ~~ou~~
ou en entreprenant d'ériger une
bâtisse telle ^{que} spécifiée dans
le Rapport

.1-5

12-3-1844

1
Roy + de Henry -
Carr on
Dunsmuir

COMMON  COUNCIL

DIVISION

ON

Motion 1

Seas.

Days.

HIS WORSHIP THE MAYOR

ALDERMEN.

.....	HON. J. MASSON	
.....	HOLMES	
8	HON. C. S. DE BLEURY.....	
7	..... ROY	
	..... FERRIER	
6	..... LUNN	

COUNCILLORS.

5	..... DUNN	
	..... WATSON	5
4	..... MATHEWSON	4
4	..... BEAUBIEN	
3	..... TRUDEAU	
	..... PERRIN	
2	..... JODOIN	
	..... STUART	3
	..... TULLY	2
	..... LA ROCQUE	1
1	..... MOLSON	

To, The Worshipful The Mayor
The Aldermen and City Councillors
of Montreal

The Committee on Markets respectfully
beg leave to Report.

That in obedience to the Resolution
of Council of the 9th ultimo, referring the
letter of the Chairman of the Board of Works
of that date, accepting the offer of the
corporation of Montreal respecting the
occupation of the St. August's Markets
Building; (they nominated the
City Surveyor to meet the individuals
appointed by the Board of Works
to ascertain and estimate the
cost of erecting a suitable temporary
building in accordance with the
Resolutions of Council of the 19th
January last past, giving that Officer
the Instructions your Committee deemed
essential with regard to the Character
of the proposed building— and likewise
authorizing him to estimate the indemnity
which ought to be allowed, the Occupants

of the upper part of the Edifice and of the Cells beneath it, Your Committee considering that some allowance ought to be made the parties at present in possession.

The City Surveyor having made the accompanying Report, Your Committee submit the Same for the Consideration of the Council, and they are of Opinion that the Walls contained in the Estimate attached thereto, are not more than sufficient for the requirements of a Market Building to exist, certain, for three years and in all probability for a longer period.

As regards the Question of indemnity to the Occupants, Your Committee are of opinion, that as no Mention was made of the Same in the original Resolution of Council, that it would be unadvisable to insist on any Claim therefor.

Your Committee would therefore recommend

That the Sum of (£2091..14..4) Two
 thousand and thirty one pounds,
 fourteen shillings and fourpence
 Currency, should be demanded
 from the Provincial Government,
 on the option given them of constructing
 a Building in accordance with
 approved Plans and Specifications,
 and that so soon as the intended
 Building shall be completed for
 occupation, the Council will take
 measures to deliver over to the Board
 of Works the possession of the whole
 of the St. Anne's Market's Building.
 The whole respectfully Submitted.

Committee Room
 City Hall
 1st March
 1844

W. Ross
 Thomas Molson
 John Tully
 Frs. Toussaint
 M. Linn

Le Comité des Marchés
Rapporte respectueusement
En conformité à la résolution
du Conseil du 9 ultimus, relativement
à la lettre du Président des Travaux
publiés de cette date, acceptant l'offre
de la Corporation de Montréal au sujet
du Marché St Anne, il a nommé
l'inspecteur de la Cité pour rencontrer
la personne nommée par le
Bureau des Travaux pour constater
et estimer le coût de l'érection
d'une bâtisse temporaire convenable
conformément à la résolution
du Conseil du 19 ultimus,
donnant à cet officier les
instructions que votre Comité
a jugé ~~et~~ nécessaires
quant au caractère de cette
bâtisse proposée et de plus
l'autorisant à estimer l'indemnité

à
.1-5

à accorder aux occupants de la partie
supérieure de l'édifice et des cases
ardessoirs, votre Comité considérant
que l'on doit allouer quelque chose
aux ~~locataires actuels~~
~~actuelle~~

votre Comité soumet au conseil
le Rapport cy annexé des Ins-
pecteurs de la cité, et est d'opinion
que les ouvrages contenus
dans l'estimation ci jointe
ne sont que ce qu'il faut
pour la commodité d'un
manche qui doit durer trois
années et probablement plus
longtemps -

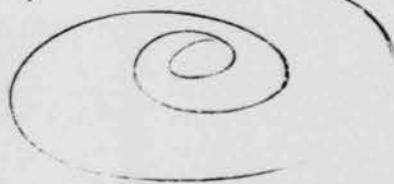
Quant à la question d'indemnité
à accorder aux occupants,
votre Comité est d'opinion
que comme il n'en a pas
été mention dans la résolution
~~du~~ primitive du Conseil,
il serait hors de propos d'insister
sur aucune réclamation
à ce sujet -

Votre Comité recommanderait donc
 que la somme de £2031.14.4 courant
 fut demandée au Gouvernement
 Provincial, ou que le choix
 lui fut donné de construire
 une bâtisse conforme à des
 plans et devis approuvés, et
 qui aussitôt que la bâtisse
 proposée sera achevée, le
 Conseil ~~de~~ livre au
 Bureau des Travaux ^{la profession} ~~de~~
 de toute la ^{Maple} ~~partie~~ du Marché Ste
 Anne -

Le tout néanmoins soumis -

Chambre du Comité

3 Mars 1874



Mr. Roy
 Frs. Trudeau
 John Dully
 Thomas Bolton
 Mr. Lunn

Montreal

Office, Old Genl House
27th February 1844

Sir,

I have the Honor to acquaint you that by my direction Mr. Deane met Mr. Still and in conjunction with that Gentleman has ascertained the extent of temporary accommodation necessary to be immediately provided for the present occupants of the St. Louis' Market Building - prior to its undergoing the alterations and improvements which are required in order to prepare it for the holding of the meeting of the Legislature therein.

It is found that this accommodation can be afforded by the erection of a rough but substantial framed building, shingle roofed, and shated up and down, with steps over the joints to have two floors, boarded, and to be 30^{ft} by 45 feet wide, divided into the same number of Batches and

.1-5

It will also Stalls at the present Building - the
fixtures of which with the partition, hooks &c. &c.
would be available in the proposed new Shed.

The Cost of this Building complete is estimated
at £1777. - and I have no doubt but that
tenders from solvent and competent persons can
be had for its erection probably at a lower sum.

In accordance therefore with the arrange-
ment of the 10th ult. I beg leave to state, that I
am prepared to pay to the Corporation the amount
of the Estimate, as to proceed with the erection of
the Shed; and I have to request you will be so
good as to obtain and acquaint me with
their decision in the matter.

It is extremely desirable
that I should have authority as soon as possible
to proceed with the works. The erection of
the Shed might be effected in a month.

but during that time the improvement of the
upper part of the St. Louis Building could be
advanced considerably.

I am

Sir,

your Obedt Servt

Samuel Hilling

His Worship

The Mayor of Montreal

Letter of

The Hon^{ble} A. St. Hillary
to

the Worship^{ful} the Mayor

dated 27th February 1844

Rec^d of Council 28th Feb^r

Presented 1st March 1844.

Montreal,

Monsieur,
Il a l'honneur de vous informer
que par mon ordre M. Brown a rencontré
M. O'Leell et a constaté avec ce Monsieur
l'étendue de l'accommodation temporaire
dont les occupants actuels du Marché St
Anne doivent être pourvus immédiatement,
avant que l'on entreprenne de faire des
altérations et améliorations ~~à l'édifice~~
pour préparer cette bâtisse à recevoir
la session législative.

On trouve que l'on peut procurer
cette accommodation en érigeant
une bâtisse ~~provisoire~~ ^{brûte} mais solide,
couverte en bardage, lambricé avec
de la planche de bout et avec des
tringles sur les joints, ayant deux
planchers, 300 pieds de long sur 45 pieds
de large, divisée en autant d'états
de bouchers et de regrattiers qu'il
y en a dans la bâtisse actuelle;
~~à l'exception de la partie~~
~~des~~

Le coût de cette bâtisse complète
est estimé à \$ 999. et j'ai
pas de doute que l'on puisse
recueillir

reçoit des propositions de personnes
solables et compétentes pour l'érection
de cette bâtisse à un taux probable-
ment plus bas -

En conformité aux arrangements
du 19 ultimo, j'ai l'honneur de
vous en informer que j'ai bien fait
à payer à la Corporation le montant
de l'estimation ou ~~de~~ ^à procéder à
l'érection de la bâtisse - et je vous
prie de vouloir bien m'en informer
de la décision du conseil à cet égard.

Il est extrêmement désirable que je sois
autorisé ~~de~~ à procéder aux travaux
aussitôt que possible. L'érection
de la bâtisse pourrait être
effectuée dans un mois, ~~sans~~ ^{et}
pendant ce temps les améliorations
de la partie supérieure du marché
peuvent ~~être~~ ^{se} pourraient avancer
considérablement.

Je suis
v

M. de Bligny propose de répondre que la
lettre soit remise au Comité des Marchés avec
instructions au dit Comité de nommer de suite
une personne capable & qualifiée pour concourir
celle ~~qui~~ sera nommée par le Bureau de
Travaux publics pour remplir ~~l'objet~~ l'objet mentionné
en la dite lettre & agir ~~en~~, en tout, sous la direction
du dit Comité — Secoudé par M. Ferris —

Alderman de Bligny proposes to Nicolas, Secouded by Alderman Ferris
That the letter be referred to the Market Committee with instructions immediately to name
a competent and qualified person to meet the individual who will be appointed by
the Board of Works to accomplish the objects enumerated in the letter - and in all
things to act under the direction of the Market Committee.

20

Montreal

9th February 1854

Sir

I have the honor to acknowledge
 your kind letter received this 2^d Inst. in
 answer to our commands to accept
 the offer of the Corporation of Montreal
 respecting the occupation of the St. James'
 Market Building for the temporary
 accommodation required for the Legislature,
 as notified to me by your communication
 of the 28th ult.

As it is very necessary that as
 little delay as possible shall take place
 in proceeding with the requisite alterations

I take the liberty of suggesting that some

Yours
 The Mayor of Montreal }

per son
 .1-9

Person be named upon the part of the
Corporation to meet on employees by the
Department to ascertain estimate the cost
of erecting temporary accommodation for
those who now occupy the lower portion
of the Building - the amount of which when
ascertained I am authorized to pay to
the Corporation

I am very
Ours respectfully
J. H. H. H.

Monsieur,

Montreal y Février 1844 -

J'ai l'honneur de vous
informer que j'ai reçu de son
Excellence le Gouverneur Général
l'ordre d'accepter l'offre de la
Corporation de Montréal au
sujet de l'occupation de la Halle
du Marché Ste Anne pour
l'accommodation temporaire
requise pour la législature,
tel que vous me l'avez notifié
par votre communication
du 20 dernier.

Comme il est ~~absolument~~ tout
à fait nécessaire d'éviter tout
délai à fournir aux alterations
qu'il y faudra faire, je prends
la liberté de suggérer que
quelque personne soit nommée
de la part de la Corporation
pour rencontrer un employé
de ce département afin de
constater et estimer le coût
à encourir pour ériger une bâtisse
temporaire.

1-9

temporaire pour l'accommodation
de ceux qui occupent actuel-
lement la partie supérieure
de la bâtisse. Ce montant,
je fais autoriser de le payer
à la Corporation, aussitôt
qu'il sera constaté

Je suis Monsieur

R. L.

Montreal

9th February 1854

Sir

I have the honor to acknowledge
your letter of the 25th ult. in
reference to the Corporation of Montreal
respecting the occupation of the St. James
Market Building for the temporary
accommodation required for the Legislature,
as notified to me by your communication
of the 25th ult.

As it is very necessary that as
little delay as possible shall take place
in proceeding with the requisite alterations
I take the liberty of suggesting that your
honourable committee should be
The Mayor of Montreal }
person .1-9

person be named upon the part of the
Corporation to meet one employed by the
Department to ascertain & estimate the cost
of erecting temporary accommodation for
those who now occupy the lower portion
of the Building - the amount of which when
ascertained I am authorized to pay to
the Corporation

I am Sir
Yours respectfully
J. P. McLaughlin

Rapport du
Comité des Marchés
relativement à l'es-
timation faite par
M^r Bruneau du coût
d'une bâtisse temporaire
pour loger les occupants
du marché St Anne
—

Présenté & adopté le 1^{er} Mars
1874

Reconsidéré le 12 Mars
1874

N^o 304

14 March 1844

Lease of the Pann's Market
from

The Mayor, Aldermen and
Citizens of Montreal.

to

The Board of Dock Co.

Exp. 1
Exp. - 1

to the Corporation

Pour le Parlement
du Canada-Uni.

14-3-1844

Before the undersigned Public
Notaries duly commissioned in and for that
part of this Province called Lower Canada,
resident at the City of Montreal in the same
Province, came and appeared "The Mayor
Aldermen, and Citizens of the City of Montreal"
of the one part, and "The Board of Works"
of the other part, which said parties have
covenanted, promised and agreed, and do here-
by covenant, promise and agree to and with
each other in manner following that is to say,

Whereas it has been agreed by
and between the said parties that the Saint
Ann's Market, situated in the said City, and
belonging to the said "Mayor Aldermen &
Citizens of the City of Montreal" shall be
demised to the said Board of Works as a
place of Session, and for other the use and
purposes, of the Legislature of this Province, for
and during the space of time hereinafter
mentioned; Now these present witnesses,
and the Mayor Aldermen, and Citizens of
the City of Montreal, for themselves and

(their

Their Successors, have demise and leased,
and do hereby demise and lease, unto the
said Board of Works, and their Successors, pre-
sent and accepting thereof by The Honorable
Hamilton H. Millaly, Chairman, of the said
Board of Works, for the term or space of
three Years to be reckoned from and after
the first ——— day of May next
—— ——— all that building called
the Saint Ann's Market, Situate in Commission
Grounding Street, in the said City of Montreal,
and all and every the Members and appur-
tenances thereof, as the same now are, with
which the said Board of Works / the said
Hamilton H. Millaly having viewed the same
are satisfied, to have and to hold the said
Saint Ann's Market and premises unto,
the said Board of Works and their Successors
for and during the said term of three years,
to and for the use and purposes aforesaid.

And in consideration, of the said
lease the said Board of Works do hereby

(bind)

bind and oblige themselves, and their suc-
-cessors, to pay, to the Said Mayor Aldermen
and Citizens of the City of Montreal, the Sum
of Seven hundred & Seventy Seven pounds Current
Money of Said Province, as and for the estimated
amount, at which a temporary building may be
erected, wherein to accommodate the present
inmates of the St. Ann's Market House, during
the said term of the said lease; And it is hereby
further witnessed that the said Board of Works,
at the time of the execution, of these presents,
have well and truly paid to the said Mayor
Aldermen and Citizens of the City of Montreal
the said Sum of Seven hundred and Seventy
Seven pounds The Receipt whereof they do hereby
acknowledge and from the same do acquit
and discharge the said Board of Works &
their Successors. —

And it is hereby further covenanted
and agreed by and between, the said parties
to these presents, that it shall be lawful for
the said Board of Works and their Successors
forthwith after the execution of these presents,

(And

and at all times during the said space of
three years, to make such additions, improve-
ments, alterations, new divisions and other
distributions of and in the said Saint Ann's
Market, and in the appartments thereof, and
in the appartences therunto belonging,
as to them the said Board of Works, and to
their Successors, shall seem meet, and that
the said Board of Works and their Successors,
at the expiration of the said space of three
years, shall not in any way be bound or
obliged to restore, the said Saint Ann's Market,
its appartments and appartences, to their
present state, condition and distribution, but
that the said Board of Works and their
Successors shall, at the expiration of the
said term of three years, render and deliver
up to the said Mayor Alderman, and Citi-
zens of the City of Montreal and their
Successors, the said Saint Ann's Market
and appartences hereby demised and
leased, as the same shall then be, and with

(Such

Such alterations, improvements, additions, divisions and distributions as shall, in virtue of the covenant hereinbefore contained, have been then effected, and shall then exist, and that the said Board of Works and their Successors, shall, at their cost and expence, keep and maintain the said Saint Ann's Market, appurtenances and premises, in good order, condition, and repairs, during the said space of three years, and shall, at the expiration of the said term, deliver the same to the said Mayor Aldermen and Citizens of the City of Montreal or their Successors, in the like good order, condition and repairs.

And the said Mayor Aldermen and Citizens of the City of Montreal do hereby bind and oblige themselves to deliver forthwith to the said Board of Works, the upper floor of the centre part and of the west wing of the said Saint Ann's Market, and to deliver all the remainder of the said Saint Ann's Market and its appurtenances to the said Board of Works, in or before the tenth day of April

(Now

Now next ensuing.

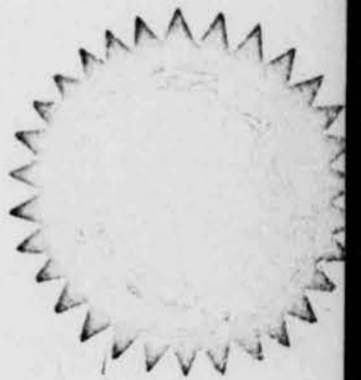
For thus &c.

In witness whereof the said Mayor Alder-
men and Citizens of the City of Montreal, have
to these presents affixed their common Seal,
and The Honorable Joseph Bourret, Mayor of
the said City, hath signed these presents, and
the said Board of Works have likewise here-
unto set their common Seal, and the said
Honorable Hamilton H. Killaly, Chairman of
the said Board of Works, hath signed these
presents, at the said City of Montreal, the
fourteenth day of March in the Year of
our Lord one thousand eight hundred and
forty four, in the presence of us the said Notar-
ies, who have also signed the same.

J. Bourret
Mayor

HAMILTON H. KILLALY
Ch. B. of Works

J. Guay



To the Worshipful the
Mayor Aldermen & Councillors
in Council assembled &.

The Petition of the under-
signed Citizens, respectfully sheweth
that the Vegetable Retailers (a most industrious
class of persons who have occupied the
western portion of the St. Ann's Market
house for the last ten years), are about
being subjected to much inconvenience
and loss from the fact that there is no
provision made for them in the sheds now
in course of erection for the temporary
accommodation of the Butchers. They would
further represent the almost entire imposs-
ibility of preserving vegetables out of doors
in the winter season from the frost.

They would therefore hum-
bly suggest to your Worshipful Body
the necessity of continuing the sheds now in course of
erection a few feet longer, as well for
their convenience as the Public good
And they are disposed as heretofore to
pay a proportionate share of the rent

And as in duty bound your
Petitioners will ever pray

Montréal 30th March 1844
Signed,

D. Hutchings
William Symon
A. B. Smith

Henry Lamb .1-7
Daniel Murphy
C. P. S. 5-4-1844

J. Brown
George A. Holland
George Hall
John Grant
Clark Dettz
Sand Matheson
M. D. Dootittle
John Fisher
William Donaghy
Arba Feltz
H. Symmes
Geo. Keller
Joseph Webster
George Baur
John Campbell
John Baker
H. Heron
Arthur Darnall
Thomas Darnall
Francis Kinn
Thomas Richardson
Anthony B. B. B.
William H. H.
William Cullin
Ruth Bagg
William Masterson
John Dyer
John Bower
Arthur Roberts
James McKean
Francis Gortin
James Kin
Thomas Coffey
John Throckmold

W. Gilbert
Patrick W. Hume
John Mahony
John Stevenson

La Requête des soussignés expose
humblement, que les détailliers
de végétaux, classe industrielle,
qui a occupé la partie ouest du
Marché St Anne depuis dix ans,
sont sur le point de souffrir
beaucoup d'inconvénient & de
dommage par la raison
qu'on n'a pas pourvu à leurs
logements dans la remise
maintenant en progrès pour
procéder des accommodations
temporaires aux Banquiers;
qu'il est jusqu'entièrement impossible
de préserver de la gelée les végétaux
tenus dehors en hiver.

C'est pourquoi ils suggéreraient
humblement à votre Corporation
la nécessité qu'il y a de
continuer la remise, main-
tenant en progrès d'érection,
& quelques pieds plus loin, tant
pour leur commodité que
pour l'avantage du public
et ils sont disposés comme
auparavant à payer une
quote part du loyer.

Petition
Of S. Hutchinsob
—

Rec^d and Printed
5 April 1844
and
referred to the Market Committee
J. H. :

Moved by Mr. Ruy.

Seconded by Mr. Fesier.

That an appropriation of £300.00. be placed
at the disposal of the Market Committee, with which to
provide suitable accommodation for the Butchers and other
inmates of the St. Louis Market House, now about to be removed
from that Building - and that the Police Committee be
instructed to prepare a By-law to that effect.


.1-5

12-3-1844

Appropriation to the
Market Committee

Motion 3

Carrierson Division

COMMON  COUNCIL
 12th March 44
 DIVISION
 ON
 Motion 3

Yeas. Days.

HIS WORSHIP THE MAYOR

ALDERMEN.

- ...HON. J. MASSON
- HOLMES
- HON. C. S. DE BLEURY.....
- 4 ROY
- 10 FERRIER
- 4 LUNN

COUNCILLORS.

- 8 DUNN
- WATSON 3
- MATHEWSON 2
- 7 BEAUBIEN
- 6 TRUDEAU
- 5 PERRIN
- 4 JODOIN
- 3 STUART
- TULLY 1
- 2 LA ROCQUE
- 1 MOLSON

Carried by Affirmation

12-3-1844

7-1
A l'Honorable Maire, aux Echevins
et aux Citoyens de la Cité de Montréal

Le Comité des Marchés a l'honneur
de faire rapport.

Qu'il y a trois nouveaux
étans dans la nouvelle bâtisse du
Marché Ste Anne, ou trois de plus
qu'il n'est nécessaire pour accommoder
les présents locataires du Marché qui
est sur le point d'être évacué.

Pu comme il y a plusieurs applications
pour ces étans additionnels, votre
Comité recommande, comme
le moyen le plus équitable de
disposer de l'occupation de ces étans
jusqu'au 25 d'oct prochain, soit
mise à l'enchère publique, et que
dans la suite ils soient rendus
annuellement avec les autres étans.

Le tout néanmoins respectueuse-
ment soumis.

Président du Comité
18 Avril 1844

Président

M. L. L. L.
Sec. Trésorier

Thomas Molson John Dully .1-9
10-4-1844

To The Honorable The Mayor, Aldermen and
Citizens of The City of Montreal

The Committee on Markets

Respectfully Report

That there are ^{three} New Stalls in the
Stanis Market buildings; or three more than are
necessary for the accommodation of the present
inmates of the Market House, about being vacated.
That as there are numerous Applications for these
additional Stalls; Your Committee recommend,
as the most equitable way of disposing of them,
that their occupation till the 25th August next,
be put up to public Competition; and that
thereafter they be annually sold with the
other Stalls. The whole Nevertheless respectfully
Submitted.

Committee Room }
10th April 1844 }

Chairman

Mr. Linn
First Trustee
Thomas Molson
John Kelly

.1-9

J. Thomas Molson

10-4-1844

Rapport du
Comité des Marchés

Le commandant de
disposer de trois
étans au Marché
St Anne

vu
Présenté & adopté le
10 Avril 1844

now the Parliament of Canada.

obtained for it the lease, the terms of the Lease, the Expense Revenue and Expenses of it. (see Art 2).

\$ 15,584. 19. 6 Currency

According to the Finance Committee Report dated 28th August 1845, no Notarial Act in a period of five or seven years at the option of the

in the Steam Mills, from the date of purchase - 1st May 1842. or made 1st May 1844.

No	Periods		Expenditure	£ s c		
	From	To		£	s	c
20	1842 May 1	1844 June 30	Disbursements during this period made by Treasurer	2240	13	2
2				£ 2240	13	2

Proposé par *M. Linn* - Secondé par *M. Trudeau*

Que le Rapport du Comité *des Marchés*
maintenant devant le Conseil, soit reçu et adopté -

20 mai 1844.

To His Worship The Mayor, The Aldermen and
Citizens of Montreal, in Council Assembled.

The Petition of the undersigned Proprietors and Tenants, residing
in the West and Queen's Wards of the said City:

Respectfully Represents.

That they have, during the existence of the Corporation,

viewed with pleasure the very great improvements and ameliorations that have
been effected in the various Sections of the City.

*Requière des
suscrits
représentant
que la bâtisse
maintenant
occupée par
les locataires du
Marché St
Anne, n'est
pas suffisante
pour les fins
pour lesquelles
elle a été appropriée -*

That your Petitioners in the full reliance of the disposition

of your Worshipful body, to extend improvements alike to all portions of
the City, beg to call your attention to the shed now occupied by the
former occupants of the St Ann's Market Building, as being totally
insufficient for the purposes for which it is appropriated, it being
too inconmodious and very badly lighted.

That your Petitioners would beg to submit for the con-

sideration of the Council, that for some time previously to the leasing

*Qu'on ne le
peut de com-
modités de
la présente
bâtisse, les
habitants ne
fréquentent
plus ce
Marché -*

of the St Ann's Market Building to the Executive Government, The

Habitants, after great exertions had been made to induce them to

come there, had attended that Market regularly, which proved of

the utmost importance to the Western Section of the City; but now,

with the present limited accommodations, the former inconvenience of the

Habitants' non-attendance has again been felt.

.1-7

28-5-1844

That as the said St Ann's Market House has been leased to the Execu-
 tive Government for a period of three years for the purposes of the Provin-
 cial Legislature together with the other circumstances above enumerated,
 Your Petitioners pray, that Your Worshipful Body will be pleased to
 direct, that a suitable building of either brick or Stone, for the purposes
 of a permanent Market; for Dutchers, - Boultiers, - Venders of Vegetables,
 Eggs, Butter, - Fish, - Corn, and all other Articles brought to Market;
 be erected on the ground, leading from the present St Ann's Market
 House to the corner of St Francis Xavier Street. Such a
 building your Petitioners conceive, would in point of Economy
 be the best improvement that could be effected - would add
 materially to the Revenue of the City, and be of the greatest im-
 portance in point of convenience to your Petitioners, as well as
 to the Citizens generally. At the same time Petitioners wish
 it to be understood, that they do not urge those claims exclusively,
 for such an accommodation, as they anxiously hope, that suit-
 able Markets will be established in all parts of the City, where
 required, at the earliest possible period.

*Qu'il s.
 fait un
 marché
 convenable
 en brique
 ou en
 pierre sur
 le terrain
 qui se trouve
 depuis la
 présente Halle
 du Marché
 Ste Anne
 jusqu'à la
 rue St
 Francis
 Xavier*

That Your Petitioners would also beg to bring under the
 consideration of your Worshipful Body, the State of Commissioners
 Street; adjacent to the St Ann's Market-House, along the Munnery
 Wall, as being far below its proper level; and as the Provincial
 Parliament will in all probability assemble in the St Ann's Market
 Building for the ensuing three years, if not for a longer period;
 Petitioners further pray that the levels of that portion of the Street

*Demandant
 de plus que
 la rue des
 Commiss-
 Laires vis
 à vis la
 présente
 Halle des
 Marché
 Ste Anne
 soit élevée*

en question, to raised, and the same paved in blocks of wood-
 es debis planted or macadamized - with a plank foot path.
 ou
 macadamisee
 ou
 Matter de Madriers - That in the event of your Worship's acquiescing, in the
 & offrande quoyes set forth in this Petition, your Petitioners would exert
 de neyrier themselves in negotiating a loan for those desirable objects,
 un objet pour ces and as in duty bound they would feel gratified.
 objets

Montreal
 20th May 1844

John Donagan
 John Donagan

Thomas Conyar

Roswell Corse.

Benjamin Lyman

Almon H

W. H. Hays

James Mathewson

Henry Mulholland

J. Amey Evans

A. H. Vass

B. J. Hutchins

Joseph Thompson

W. R. Ross

Saml. Osder.

M. Campbell

Patrick Dwyer

N. Symonds

H. B. Smith

Subt. Par

O. Institute

Jeremis Fuchs

William Burnett

Theodor Kahl

Andrew Shaw

W. H. Wood

John Bir

Will Robt. Lane

Donald Murray

Saml. Bonner

Bro Crawford

Samuel Tance
E. Demers
Jacob D. M. H.
Louis Lorrain
Joseph Mackay
C. A. Grand
C. Dubois

M. De La Roche
Louis De La Roche
représentant la paroisse, S. Louis
B. Bouchet M.D.
Joseph Duguay

75
Petition of the
Proprietors of the
West & Queen's
Parade

Presented 28 May 1844

1st part - reports of the Special Committee
appointed to enquire of the necessity & mode of
improving the Market House on the above
Market place - The second part contains
drawings reported on - J. H. Co.

To His Worship The Mayor
The Aldermen and Citizens of Montreal

The Petition of the undersigned Traders
residing in the Vicinity of the St. Louis
Market.

Humbly Sheweth.

That in consequence of your Worship's
having leased the St. Louis Market building
Requete des to the Government for the uses of the Provincial
Insignes Legislature and Public Offices, and of the removal
resident thereof of the Butchers and others to a temporary
dans les environs, wooden shed, which contains few, if any,
du Marché of the necessary requirements for a Market;
St Anne exposant the accommodation hitherto afforded the
qui le danger habitans attending the same has been
dérangement de fait diminué that their attendance
des bouchers du Marché, has considerably fallen off, to the
St Anne, a considera-
blement, very great injury of your Petitioners
divinisme les avantages and to that section of the City generally.
des repentants That your Petitioners hold their premises
dans cette partie de la cité at very high rents, having taken them for
et demandent que la Corporation at sums warranted by the then thriving
Corporation fasse ériger une bâtisse
qui

28-5-1844 .17

falling off, your Petitioners fear will be ruinously
felt by them unless your Worshipful Body
come to their relief.

They therefore humbly pray your
Worships will be pleased to take
these Circumstances into favourable
consideration, and cause to be erected
such a Building for the general purposes
of a market, in the vicinity of the present
Place Market Street, as will bring
back to that Quarter its former business
and consequent prosperity, and
your Petitioners as in duty bound
will ever pray.

Montréal 20th May
1744.

J. Masson
J. Lussier
J. P. Lussier
Saml. Mathewson
John Masson
Joseph Lussier
Patrick Kelly

M. Apelin
Philippe Lavoie
Hyacinthe Dubouché
Louis Boyer
Joseph Vallée
Monrois
John Turner
Am. Lortie
John Pratt
Louis Hammond
Joseph Libert
J. LeBlanc

Matthews Pierce
S. Milligan
Thos Jenking
John Harris
Andrew McHardy
Leos Sellers
James Cooke
W. H. Richmond
Mohie W.
Wm Carter
Peter Mulford
Andrew Smith
William Redding
G. Penderick
Joseph Rhodes
J. Maculloch
Scott, Howard
Mrs. Auld
Arch^d MacFarlane
S. Foster
Patrick Hurley
Francis Decker
Wm A. Selman
Anthony Lepetit
Patrick Moran
Mr. Mohan

Dwight P. Jones
W. Doyon
W. W. Thomson
Wm. K. Goudie
Helen & M. Dowell
W. P. B. B. B.
W. Stimpert
R. H. Perkins
Wm. P. P. P.
W. M. Stair
C. Gervin
R. B. Hearse
Edw. & Geo. Wright
Joseph Webster
Chas. Becken
Edward Field
M. J. Doolittle
Edwin Auata
Wm. Lyman
Johnston
H. H. P. P. P.
Budden & Bennor
James H. H.
E. Howell
Patrick Murphy
James W. W.

Hutchins, Proctor Claude Chaput
Blackader Wilkes & Co Alex^d Munro
Widows. P. M. Thurgan. Samuel Price

Geo. Bismarck
L. Moody

John Perry
Henry Casey
Paul Greenwood

Printed 28th May 1844
and
By James & A. French Comptrol
in a. of the Bank of Montreal
1844

P. 76
List of the
residents in the
vicinity of the
Bank's Market

St Ann's Market, now

Statement of the Amount of Purchase, the Revenue obtain'd
of Building the present St Ann's Market, And the
Amount of Purchase Money

Viz

The sum upon which it is liable to the Government (according to
being at hand for reference) £ 1,500 per Annum, for a Fee
Government, Commencing 10 May 1847.

Revenue Obtained and Expended therein in the
the Queen over to the Provincial Government

Periods		Amount of Receipts	£ s d			From
From	To		£	s	d	
1842	1844	By the account current kept by the Treasurer, the Receipts of Monies from all sources, entered in this period amounts to of this sum £ 378 is granted 12000 Showing a deficit	1842	14	2	1842
May	1 - June 30		397	19	0	May
			£	2240	13	2

461.1 5.3

To the Mayor alderman &
The Market Committee of the
Council

Respectfully Report

On the petition of the Butchers
in the St Ann's Market House, praying to be
remitted three Months rent, of six Months due by
them, on account of the inconvenience and loss
of time to which they were subjected by their
removal from the former Market House,
and asking also for certain improvements to the
temporary Building now occupied by them.

Your Committee have directed
most of the Improvements referred to, by the Petitioners
to be made; and inasmuch as some loss of time
and inconvenience may have been occasioned to
the Petitioners, by their removal from the former
Market House, though by no means so much
as is contended for by them, Your Committee
are of opinion and recommend that a Waiver
of One Month's rent be made in their favour,
in full of all compensation, claimed or pretended
to, for loss of time or damage resulting from their
removal. The whole nevertheless respectfully

Submitted

Committee Room - City Hall
2 July 1844.

W. R. R. R.
Thomas Molson
W. L. L. L. 1-5

Montreal
of Canada

To the Mayor Aldermen
and Councillors of the City of Montreal

Requête des bouchers du Marché de la Plaque, demandant l'abolition de la taxe de trois mois de leurs loyers comme une indemnité des dommages qu'ils ont soufferts, suite des abatements au Marché temporaire, pour leur premier de la lumière, vous suggérant au Conseil Municipal d'élever le plancher au côté est du Marché au niveau de celui du centre, afin enfin d'apporter que l'état des chemins autour de ce Marché soit si mauvais qu'il empêche les habitants d'apporter leurs produits à ce Marché.

We the undersigned Butchers of the City of Montreal lessees of the Stalls in St Ann's Market in the said City beg leave most respectfully to call your immediate attention to the subjects herein contained.

The Treasurer of your Worshipful Body having recently demanded six Months rent from your petitioners for the use of said Stalls We hereby profess our perfect willingness to pay three Months of the same so soon as the Market is put into good and thorough order and repair and beg to suggest that you will allow to petitioners the balance for other three Months rent as a remuneration for the great inconveniences and losses already sustained by your petitioners We also take this opportunity of suggesting the propriety of having the roof of the Market and of introducing lantern lights into the roof of the Market as they are now owing to its present dark state unable to show or sell our meat and in consequence many persons are unwilling to purchase Your petitioners also beg leave to represent the improper state of the flooring on the west side of the Market and recommend that it be

247-1844

be raised to the level of those in the
 centre and finally to submit to your
 notice the wretched state of the roads
 around the Market, which are in
 such bad order as almost to render
 it impossible for Habitants or others
 coming from the Country to bring
 their produce to this Market
 Your petitioners feel assured they
 have only to call your attention to
 these subjects to have them at once
 attended to as unless something be
 speedily done the Market will be
 entirely forsaken and your
 petitioners as in duty bound will
 ever pray

John Baker	Edmond ^{his} mark ^{mark} Couvillion
John Bovee	Wm. G. G. G.
James Christy	Francis Quin
G. Heron	Arthur Hamall
Francis Forster	John Goady
Hugh Boyd	James McPhane
C. Westerman	Patrick W. Howe
Louis Puro	C. Moore
Thomas Nicholson 26	Louis Blair
Greg. Langdon	Thomas Coffey
Thomas Munroe	John Smith
G. C. Beck	Ad. Burns
Peter Roberts	
Nicolas Etier	
Eustache Lacroix	
Joseph Versailles	
John Nicholson	
William Cullin	

The remainder of
 the Butchers are absent

Petition of the
Butchers of the
St Ann's Market.
—

Presented 17th May 1844 and
Referred to the Market Committee
—

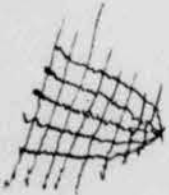
Report
Presented 5 July 1844

Market Committee
Report
on the Petition of
the Butchers of
St Ann's Market
—

Resoluⁿ
adopté le 24 juillet 1844

Estimate of a
Weigh House and
Office for the
Clerk of St. Ann's
Market —
£204. 6/—

4481-E-42



Bureau de l'Inspecteur des Chemins
24 juillet 1844

Monsieur,

En obéissant aux instructions
du 20 Septembre, je prends la liberté
de vous adresser un plan & des estimations
d'une parcelle pour le chemin du Marché
de l'année.

Les murs seront en briques de huit
pouces avec des pilastres aux angles
d'un pied d'épais. Les fondations
seront en maçonnerie avec
une base de pierre brute bou-
chardée; des planches à étage
supérieur & inférieur en; le toit
couvert en ~~vallée~~ tole - les
ajustements intérieurs avec les
cheminées tels que tracés sur
le plan - Le coût de cette
bâtisse est estimé à \$204.6.

J'ai l'honneur d'être
Monsieur,
Vr

au Président
du Comité des
Marchés

. 1-2

24-7-1844

À Son Honneur le Maire,
aux Chevins & aux Citoyens
de Montréal -

Le Comité des Marchés ayant pris
en considération la requête des bouchers
de la Halle du Marché St Anne, deman-
dant la remise de trois mois de leurs
loyers sur six mois dus par eux,
à raison de l'inconvénient et de la
perte de temps auxquels ils ont été
assujétis en changeant de Halle de
Marché, et demandant aussi certaines
améliorations à la bâtisse temporaire
maintenant occupée par eux -

Rapporte respectueusement,

Que votre Comité a fait
faire la plupart des améliorations
mentionnées par les requérants,
et que quelque perte de temps et des
inconvénients ont pu avoir
été occasionnés aux requérants
en déménageant de la première
Halle de Marché, quoique ces
inconvénients & cette perte de
temps n'aient pas été aussi
considérables qu'ils le prétendent,
votre Comité est d'opinion
et recommande qu'une remise
d'un mois de loyer soit faite
en leur faveur, pour toute

indemnité

24-7-1844

1-5

Report of the
Barbec Committee

Recommending three
months rent to be
allowed to the butchers
St Anne's Market
in consideration of the
inconvenience & loss
sustained by them
on account of their
removal from
their former stalls

Presented and adopted
23^d August 1844

Proposé par *M^r R. Lafon* Secondé par *M^r Lunn* -

Que le Rapport sous consideration soit adopté.

Mon Honneur le Maire, aux Vénérables
et aux Citoyens de Montréal

Le Comité des Marchés ayant pris en considération
une lettre du Trésorier de la cité à son Honneur
le Maire, présentée à la séance du Conseil tenue
le 9 du courant, au sujet d'une déduction
à allouer aux Bouchers du Marché St Anne,
et ayant, en conformité à la résolution du Conseil
du même jour, reconsidéré la question de
l'allocation ou remise à faire aux dits
Bouchers, a l'honneur de faire rapport.

Leur comme il paraît y avoir des doutes
quant à l'étendue des incouruements
et de la perte soufferte par les bouchers
du Marché St Anne résultant de
leur dénuement de la bâtisse
sédant occupée par eux, et
maintenant la Chambre de
Parlement, votre Comité se
commande que le taux de trois
mois réclamés par eux, leur soit
alloués, quoique votre Comité ne
peut manquer de remarquer
que l'on doit regarder comme très
libérale la présente allocation.
Le tout nous nous respectueusement
soumis.

Chambre du Comité
23 Aout 1844

M Roy
Edw T. M. Sedgwick
John M. Tully
Thomas Nelson .1-5

To The Worshipful The Mayor,
The Aldermen and Citizens of The
City of Montreal

The Market Committee having taken into
consideration a letter from the City's
Treasurer, to His Worship the Mayor,
presented at the Meeting of Council
held on the 9th Instant, on the
subject of the deduction to be allowed
to Butchers in the St. Ann's Market,
and having in conformity with
the Resolution of Council made
on the same day, reconsidered
the question of the allowance
or drawback to be made to the
said Butchers.

Respectfully Report.

That as doubts appear to be entertained
as to the extent of inconvenience, and consequent
loss sustained by the Butchers, in the St. Ann's
Market at the time of their removal, from
the Building formerly occupied by them,
now the Parliament House. Yours
-15

Committee recommend that they be allowed
 the three months rent, claimed by them.
 Though your committee cannot fail
 in advising that the allowance must
 be acknowledged to be a very liberal
 one.

The whole nevertheless respectfully
 submitted.

Committee Room
 City Hall, 2nd Floor
 August 1844.

Dr Roy
 Esq. Treasurer
 John Gully
 Thomas Molson

Montréal. Aug 6. 1844

Sir
In conformity with the resolution
of Council which accords to the Butchers of the St.
Louis Market one months rent as a compensation
for the change from the stone building to the present
local; I have summoned them to pay their half
years rent, less that amount, which they have, one and
all, declined to do, stating at the same time
their willingness to abide by their offer of three
months rent, & asking whether that the floor of the
Stalls be brought to the level of the centre passage.

Mr. Gilbert stated that his case differed
in several particulars from the others, & proposed

.1-5

6th August 1844

Letter from the City Council
to the Mayor

Deposited at the Mayor's office
the 9th August 1844

to the Market Committee
J. C.

Mayor

J. C. Bennett Esq.

2nd March 1844
allowed.

17 August 1844

Extract from

ms
H.C.A. The Proceedings of Council - Friday 9th August 1844 -

On Motion of Alderman de Bligny, Seconded by
Alderman Lunn, it was

Ordered. That the letter of the Treasurer be referred to
to the Market Committee, with instructions to
reconsider the question, and report thereon with
all possible diligence.

Certified,
J. P. Supton
City Clerk

COMMON COUNCIL



Roy DIVISION *Trudeau*
ON

Seas.

Days.

HIS WORSHIP THE MAYOR

ALDERMEN.

- ...HON. J. MASSON 3
- HOLMES
- HON. C. S. DE BLEURY.....
- 8..... ROY
- FERRIER
- LUNN

COUNCILLORS.

- 7..... DUNN
- WATSON 2
- MATHEWSON 1
- 6..... BEAUBIEN
- 5..... TRUDEAU
- 4..... PERRIN
- 3..... JODOIN
- STUART
- TULLY
- 2..... LA ROCQUE
- 1..... MOLSON

à Son Honneur le Maire, aux Echevins
et aux Citoyens de Montréal

Le Comité des Marchés a l'honneur
de faire rapport:

Sur l'accommodation temporaire
pour servir de pesée dans le présent
Marché Ste Anne, est trop limitée
et ne répond pas aux besoins de
ceux qui fréquentent la place
du marché, et que le comptoir
occupé par le Clerc^{re} sera bientôt
d'un usage à raison du froid.
Votre Comité en conséquence recom-
mande qu'une bâtisse convenable
pour une pesée et un comptoir
soit élevée sur ~~le terrain~~
l'espace vacant du terrain au nord
est du Marché Ste Anne, suivant
un plan ici soumis, que votre Comité
a fait préparer par l'Architecte
des Charniers, on y faisant les yeux
changements que le Comité croira
convenables. Le tout est estimé
à £204. 6/—

Votre Comité recommande de plus
d'être autorisé à faire construire
la dite bâtisse immédiatement,
à qui le montant de £204. 6/—
soit approprié à cet effet.

Le tout néanmoins respectueusement soumis

Chambre du Comite

24 Septembre 1844

Mr Roy
Thomas Molson
Edw. T. D. D.

Peter Surcouer Esq. as

24 Sept. 1844

Sir

In accordance with instructions dated 20 September, I beg to forward "a plan and estimates of a weigh house for the clerk of Saint Ann's Market

The walls to be of eight inch brickwork with angle pilasters 1 foot in thickness: the foundation to be of masonry with a rough loucharded base course - floor to upper and lower stories: roof covered with sheet iron - internal fittings with flues as shown on plan &c. The estimated cost of which will be Two hundred and four pounds 20 shillings

L204. 6.

I have the honor to be

Yours

Your obed^t Serv^t

John Costello
Clerk of the Market

The Chairman
of the
Market Committee

1-2

24-9-1844

Proposé par *M^r Roy*

Secondé par *M^r Drum*

Que le Rapport du Comité *des Marchés*
maintenant devant le Conseil, soit reçu et adopté

VI

—
Canton

Division

8 to 3.

To His Worship the Mayor
the Aldermen and Citizens of
(The City of Montreal.)

The Market Committee of the Council.

Respectfully Report.

That the temporary accommodation for weighing in the present St. Louis Market is too limited and insufficient for the wants of those frequenting the Market place, and that the office occupied by the Clerk will soon become useless by reason of the cold.

Your Committee therefore recommend that a suitable building for all weigh House and Office be erected on the vacant space of ground North East of the St. Louis Market, according to a plan herewith submitted, which your Committee caused to be prepared by the City Surveyor, but with such trifling alterations thereto as in the opinion of your Committee may be advisable - and at an estimated expense of (£ 204. 6. 0) Two hundred and four pounds Six Shillings Currency.

H. Roy. -1-2
Alderman

Your Committee further recommends
that they be authorized to cause the said building
to be erected forthwith and that the amount
£2000-00 be appropriated to their use for the
purpose.

The whole respectfully submitted.

Dr. Roy
Thomas Molson
For the Council

Committee Room
City Hall
25 September
1844

28-9-1844

7, Montréal le 2 octobre 1844.
M. Scherer Roy, secondé par M. Trudeau
fait motion seconde par
que le présent rapport soit reçu et
adopté.

(m. Scherer)

2-10-1844

Market Committee
Reports

Recommending
a weigh House and
Office to be built
on St Ann's Market
Place

£204.6/6 cost

Presented & adopted
2 October 1844

2-10-1844

Dec 1844
Annual Statement
of Receipts
Disbursements
of the St. Ann's
Market from
1 December 1843 to
1 December 1844

5-1.

Disbursements of Saint Ann's Market
 1st December 1844

By Rent of Butcher's Stalls from 25 th February to 25 th August 1844 (exclusive of allowance of 1 quarter's Rent for removal)	✓	97.	10.	0	
3 New Stalls put up April 19 to 25 th August		46.	0.	0	
Butcher's Stalls from 25 th August 1844 to 25 th February 1845	✓	341.	5.	9	
Cellar Rents from 1 st December 1843 to March 1844	✓	39.	7.	6	
Weekly Returns from 1 st December 1843 to 1 st December 1844	✓	274.	16.	4	
Mr. Gilbert's Stall in Stone Market not yet settled	✓	"	"	"	
		£	798.	19.	7

John Abbots
 Clerk - St. Ann's Market
 19 December 1844

The whole of the Vouchers of the above
 accounts examined & found correct
 D. Josse

Annual Statement of Receipts
 from 1st December 1843

To Clerk's Salary for 1 Year	100.	0.	0
" Contingent Expenses (including Assistant's Salary, Laborer's Wages &c)	110.	11.	1
	210.	11.	1
Balance	588.	8.	6
	£ 798.	19.	7

To His Worship the Mayor, The Aldermen
and Citizens of Montreal

The Market Committee of
The Council

Respectfully Report,

That the expenses of the High-
House and Clerks office, now being built
on the St. Ann's Market, having exceeded the
amount of the Estimate, and the sum appro-
-priated for the Building on the second day
of October last past. Your Committee
recommend that a further appropriation
of Fifty Pounds Currency, be made to
them for the completion of the work

The whole nevertheless respectfully
submitted.

Committee Room
City Hall - 13th Dec^r 1844

Wm. Linn Chairman
Geo. L. P. L. L.

Thomas Molson
Ada P. W. W.
J. J. J.

161

Report

Market Committee

For a further appropriation
of £ 50, to complete the
High House and Clerk's
Office. James Mackay

Presented & adopted
By the Committee

M

Proposé par *M^r Lunn* Secondé par *M^r Trudeau*

Que le Rapport du Comité *des marchés*
maintenant devant le Conseil, soit reçu et adopté

A Son Honneur le Maire, aux
Chevins & aux Citoyens de Montréal

Le Comité des Marchés a l'honneur
de faire rapport.

Sur le coût de la pesée et
du comptoir du clore maintenant
en voie de construction Sur la Place
du Marché Ste Anne, ayant excédé le
montant des estimations et le somme
appropriée le 2^d Octobre dernier pour
la construction de cette petite, boîte
Comité recommande qu'il soit
fait une appropriation ultérieure de
£50 courant, pour l'achèvement
de l'ouvrage.

Le tout néanmoins respectueuse-
ment soumis.

Chambre des Cités 3
13 Décembre 1844 3

M. L. L. Président
F. B. Trudeau
M. La Roche
Thomas Molson
J. J. J. J.

1-5
20-12-1844