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( Copy. )

Ref.No. 424.

Winnipeg, 23rd February, 1874.

To the Honorable  
Alexander Morris P.C.  
Lieutenant Governor of  
the Province of Manitoba  
&c., &c., &c.  
Fort Garry.

Sir,

We have the honour to report that under the commission issued to us by your Honor on the 30th day of October last, directing us to investigate claims under the 5th sub-section of section 32 of the Manitoba Act for commutation of Rights of Common and of Cutting Hay, and to award commutation therefor, we have investigated nearly two hundred of such claims in the Parishes of St. Paul and St. Charles.

2. In both these Parishes the former an English one on the Red River, and the latter for the most part a French one on the Assiniboine River - the Rights mentioned have been fully and generally exercised, and we believe that the careful investigation we have made into the claims there submitted, and the evidence we have heard in support of them, has placed us in a position to understand the history

history and nature of the Rights throughout the Province.

3rd. To understand the origin of these rights, it is necessary to remember that the land along the Red and Assiniboine Rivers was originally laid off in narrow lots, varying from three to twelve chains in width, and extending two miles back. At present the average width of each lot is six chains, though there are many of two, three and four chains. Until the transfer of the country to Canada, the land in rear of the River lots was almost entirely open and unsettled and by resorting to it for pastureage and their supply of hay, the settlers were able to farm more extensively and especially to keep larger stocks of animals, than they could possibly have done had they been confined to the front lots.

4. The Right of Cutting Hay seems to have been exercised from the first settlement of the country and about the year 1835, it was formerly recognised and regulated by order of the council of Assiniboia, and continued to be exercised and enjoyed until the establishment of the Province.

—“The Hay Privilege” was, in effect, the exclusive right during a certain period of each year that the owner or occupant of each front lot had of cutting the hay on the two miles immediately in rear of his lot, after the expiration of which period the hay left on the outer two miles in rear of the settlement lots, was common to all.

5th The Right of common of pasturage over the outer two miles, though never, formerly granted or recognised by the laws of Assiniboia, we find has been as generally exercised, and was nearly as valuable and important to the settlers as the Right of Cutting Hay, and for the deprivation of this Right we are of opinion that the settlers are clearly entitled to commutation.

6. These are the two Rights generally claimed in respect of the front lots, and as we have not been able yet to investigate the claims to a common at Point Douglas, St. Boniface and Point du Chêne which are altogether exceptional claims, this Report extends only to the two Rights above mentioned.

7. While the compensation for the loss of these rights varies according to the extent to which the different claimants exercised them, still in a majority of the claims already investigated, we agree in considering that the claimants are entitled to the whole of the land in their outer two miles in commutation of both Rights. In every case they elect to take their commutation for the Right of cutting Hay in the outer two miles, and express their intention of locating the scrip they may receive for the Right of common in the balance of the two miles, and we believe that in cases where the whole of the outer two miles is not thus taken up,

the privilege of purchasing the balance at a dollar an acre will also be largely taken advantage of .

Eventually, then, even if the present arrangement of settlement were adhered to, almost the whole of the land in the outer two miles would come into the hands of the owners of the front lots, while those portions of it that remained, would, from their peculiar situation, be almost valueless to the Government.

8th In view of these considerations and of the expense and delay attending a settlement of the claims under the present arrangement, and especially in view of the desirability of having them finally and satisfactorily settled, we have the honor to recommend as follows :-

9th That where the outer two miles is not taken up in any way, the owner of each front or River lot in those Parishes where the Rights existed should receive a grant of the land in the outer two miles immediately in rear of his lot, such grant to be in full commutation of all Rights of common and of cutting hay claimed in respect of the front lot.-

10th As the land elsewhere is not of the same value to the claimants as in their outer two miles, we recommend that in cases, where from the existence of parks or other claims, or from any other cause, the whole of the outer-two miles cannot be thus

granted

{ granted, the owner of the front lot should receive  
 { what is left of the outer-two miles in rear of his  
 { lot, and scrip, redeemable in unoccupied Government  
 { lands, to cover our-half as much more land as there  
 { is in the part of the outer-two miles so taken up.

(( In the event of the whole two miles being taken  
 (( up the owner of the front lot should receive scrip  
 (( for one half as much more land as there would be in  
 (( a piece of land the width of the front lot and two  
 (( miles long.

11th We believe that a settlement of the ques-  
 tion in the manner above recommended is quite prac-  
 ticable and will be highly satisfactory to all par-  
 ties interested and as it can be effected through  
 the ordinary land office authorities, will be ad-  
 vantageous to the Government in a pecuniary point of  
 view, for the expense attending the presnet ar-  
 rangement if carried out will certainly be greater  
 than the proceeds of sale of those portions of the  
 land in the outer-two miles which might not be  
 awarded by the Commissioners.

12th We would further suggest that in the event  
 of the recommendations in this report being adopted,  
 a commission should be appointed, to whom the Land  
 Agent, should he see fit, could refer any difficul-  
 ties that might arise in carrying out the proposed

arrangement

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arrangement, and whose decision in all matters, he chose to submit or refer to it, should be final and conclusive. The Commissioners being paid for actual services only, the expense of the commission would probably be trifling.

We have the honor to be,

Sir,

Your obedient servants,

'Sd.' Jno.H. Bain,

'Sd.' J. Dubue,

Commissioners.