

VOL. 1. NO. 230.

DR. JAMES' NEW DISCOVERY. GREEN MOUNTAIN OIL.

WARRANTED TO CURE Rheumatic Pains of all kinds. Diphtheria. Croup and Burns. Deafness and Sore Eyes. Rheumatic Stiff Joints. Pains in the Back. Dyspepsia. Asthma. Sore Throat. SPRAINS, Wounds and Bruises. NEURALGIA, Toothache and Headache. RABBIT and Salt Neck. SALT RHEUM. ERYSIPELAS. FROSTED FEET AND CHILBLAINS. This Oil is mild and pleasant, and is a GREAT FAMILY MEDICINE for children teaching. It will relieve Nervous Complaints. Ladies should use it, as it always leaves you better than it finds you, and one bottle often effects a cure. Druggists, merchants and others supplied at the lowest price. For sale in Guelph by Messrs. N. Higginbotham, A. B. Pettie and J. Harvey. Prepared by J. H. LEMON, Woolwich Street, in rear of the Old Alma Block, Guelph, to whom all orders must be addressed. Guelph, March 29, 1868. dw



FUNERALS. WILLIAM BROWNLOW, UNDERTAKER. SHOP, in rear of the WELLINGTON HOTEL. Douglas Street. House in rear of Mr. F. W. Stone's Store, and fronting the Fair Ground. The subscriber intimates that he is prepared to attend.

FUNERALS. As usual in Town and Country. Coffins always on hand and made to order on the shortest notice. Terms very moderate. WM. BROWNLOW, Guelph, March 29, 1868. daw y

POTATOES!

Potatoes of all Kinds. Wholesale and Retail.

AT WEBSTER'S. Grain and Flour Store.

West Market Square, Guelph. Guelph, March 29, 1868. do if



WORLD RENOWNED. OYSTERS.

Received daily by Express. Wholesale and Retail. GEORGE WILKINSON. Next door to Telegraph and Express Office. Guelph, Jan. 7, 1868.

Dominion Store!

(Late Post Office Store.) JUST RECEIVED, a large assortment of Em broidered for Ladies Underclothing. Also for Braiding on all sorts of Dress Goods. Some of the Finest Patterns ever seen. Call and see them, they are for sale singly. Shipping done to order on the shortest notice. Also on hand an assortment of New Oranges and Lemons.

For sale GATES & CO'S VICTORIA SEWING Machines. Don't forget the stand, next to the Wellington Hotel. MRS. ROBINSON, Upper Windham Street, Guelph. Guelph, Feb. 19th, 1868. daw

DOMINION HOTEL. GEORGE BLACK.

BEGS to inform his friends and the public that he has opened the above Hotel, in the BRICK HOUSE, MACDONNELL-ST. A few doors above Higginbotham's Drug Store. There is a good stable attached to the house, with good and commodious stabling. Every attention will be paid to customers in order to secure their comfort and convenience. Guelph, March 6, 1868. daw 3m

NOTICE. HAVING sold out my stock at "Bradford House" and Book-accounts to Mr. Philip Bish, all parties indebted to me on Book account will pay the amount to Mr. Bish. GEORGE JEFFREY, Guelph, 5th March, 1867.

WITH reference to the above, I have much pleasure in stating that I have purchased the whole stock in trade, also the book-accounts, &c., of Mr. Geo. Jeffrey. The business will be carried on as formerly in all the branches, trusting for a continuance of that patronage which was so liberally bestowed on my predecessor. For further particulars see future advertisement. P. BISH. N.B.—All accounts not satisfactorily settled will be placed in first court for collection. Guelph, March 5th, 1868.

NOTICE. THE subscriber having purchased from the Executors of his late partner, Mr. Henderson his share of the business, begs to notify his friends and the public that he will continue to carry on the business in all its branches at the old stand, Wyndham Street, Guelph, and would solicit a continuance of that patronage so liberally bestowed on the late firm. G. B. FRASER.

ALL outstanding accounts to be paid in bankable currency to G. B. FRASER up to the 25th of April, any remaining unpaid then will be put into court for collection, as the books of the late firm must be closed within 30 days after date. Guelph, 27th March, 1868. d

Evening Mercury.

OFFICE:.....MACDONNELL STREET. THURSDAY EVEG, APRIL 9, 1868.

For telegraphic reports see fourth page.

A BIG DAY IN GALT.—On Wednesday the 15th inst., the South Riding Agricultural Society of the County of Waterloo will hold its annual Spring Show in Galt at which prizes are offered. The Spring Seed Fair and the usual monthly fair will be held on the same day.

GALT FIRE BRIGADE.—The annual report of this brigade shows that during the year the Council granted the sum of \$425 for new uniforms, and that the fire alarm bell was rung only four times; first on the 18th of June, when a soap factory was burned; second, when the great fire occurred on the 1st of October, which destroyed seven stores, two dwelling houses and a blacksmith shop; the third proved to be only a chimney on fire; the fourth alarm was on the 24th of March last when a furniture warehouse was found to be on fire; the flame was extinguished before much damage had been done. The total loss by fire during the twelve months is set down at \$20,000, not including what was received as insurance. The total number of members in the Brigade is 107, divided into Fire Companies Nos. 1 and 2, and a Hook and Ladder Company. The total expenses for the year were \$177.04, but out of this sum \$40 were paid for a new box for one of the engines.

THE GUELPH POLICE COURT.

Before T. W. Saunders, Esq., Police Magistrate. THURSDAY, April 9th.—James Eustace and Charles McGuinness were charged by the Chief Constable with having set fire to the Town Hall on the morning of the 2nd inst. The particular part of the Town Hall that was fired was the door of the Lock-up. The names of the prisoners will be remembered as those of two of the men who were engaged in the row on Gordon street on the night of the last Fair. Shortly after midnight the prisoners took a notion they would have a fire, and they set themselves to work with vigor to whittle the bench, Eustace in particular making the chips fly like a carpenter. Neither of them had matches, but John Casey, who had been incarcerated with them, had some, and McGuinness took him by the head and made a demand that he should give them a pair of being "gone through" if he refused. Johnny surrendered the lucifers, when the prisoners gathered the abavings against the door, and McGuinness applied the match. They both concurred in the opinion, openly expressed, that "it would be a good job if the old place was burnt down." The fire crackled until Johnny got frightened and put it out by a process it is not necessary to mention. His Worship remanded the prisoners for an hour in order that he might consider the evidence. The door of the cell, as well as the floor, are considerably charred and blackened. They were committed for trial. Joseph McGuinness who was in the same lock-up that night and who was arrested on suspicion of having been a participator in the arson, but who, it appeared, had nothing to do with it, was charged by the Chief Constable with carrying unlawful weapons, to wit, an iron instrument made in imitation of iron knuckles. It was found upon his person when arrested yesterday. In defence he said, that he had traded vests one time, and the one which he now wore was that which he received. He had not worn it for two years, and had no knowledge how the weapon came there. Fined \$10, which he paid.

Closing scene of an Ill Spent Life. Hogarth's illustration of the "Rake's Progress" is closely enacted in the career of Mr. William Joseph Anderson, a young man well known in Hamilton, whose progress on the road of the transgressor has now been stayed by the hand of justice. Young Anderson came into a considerable property about two years since, and this good fortune encouraged him to abandon the quiet agricultural pursuits to which he had been educated, and for which he was best adapted intellectually and to take up his residence in the city. With the assistance of a connubial partner, admirably chosen, he was enabled to squander his estate in a few months in riotous living, and the gullible couple were speedily deced of a fortune that would have sufficed for a life of ease. The husband subsequently abandoned his domestic ties, and left the city in company with a vile character for Detroit, where he was several times arrested for keeping an infamous establishment. Vice begets crime and the next step in his downward career was to join a gang of burglars and thieves, which comprehended his final downfall. The party broke into an establishment at Toledo, Ohio, a few weeks since, and made a "handsome haul" Anderson securing as his share of the plunder about \$8,000 in money. He was arrested immediately afterward, however, and the money found in his possession, with complete evidence of his guilt. His trial was held at a recent Court of Columbus, and resulted in a sentence of ten years confinement in the State prison of Ohio. His female companion, who left Hamilton with him, was convicted of being in company with the burglars, and was sentenced to six months imprisonment. The misguided young man has probably been made the victim of greater rascals than himself, which seems to have been his fate since he un-wittingly left the seclusion of rural life.—Hamilton Times.

The Great Western.

The Great Western Railway case was argued before the Privy Council on Wednesday afternoon, by the Hon. John Hilliard Cameron. Messrs. Swinyard and Price of the Great Western Railway Company were also present. It is reported that several new points were brought out, and a pretty strong case was made. The Great Western takes the same ground still as put in the correspondence already published. The Council will, it is said, take the subject under consideration at an early day. Messrs. Swinyard and Price left to-night for Hamilton.

BRADFORD HOUSE.—As will be seen by advertisement in another column, a choice assortment of spring goods has just been opened out at the Bradford House, comprising all the staple goods to be found in the market. Special attention is also invited to the fancy and millinery departments, which will be found replete with the newest goods, most fashionable styles and finest fabrics.

ANOTHER STRIKE IN ENGLAND.—At the present time there are 20,000 colliers of the St. Helena District on a strike against a proposed reduction of their wages. They are willing, it is said, to accept a reduction of ten per cent, but to this the masters refuse to assent.

Buildings Operations in Guelph.

The coming summer promises well for the artisans of Guelph. A number of new buildings will be erected, and extensive improvements will be made to some old ones. First in importance in the rebuilding of the Alma Block. Some few weeks ago Messrs Jas. Massie & Co. procured plans of a new building to replace that destroyed by the fire in December last. The work was shortly after let, and already operations have been commenced by the masons, who are clearing out the rubbish of the old Alma Block preparatory to laying the foundation of a new and much more handsome building than the old one, which will be an ornament not only to Upper Wyndham street, but to the town. The dimensions of the new Alma Block are 90 feet front on Wyndham street, 90 feet in depth, and 60 feet in height. It will consist of three storeys above ground, but below there will be ample space for cellars, the height from the floor of the cellar to the joisting being 10 feet. The building, as formerly, will be divided into three stores, two having a frontage of 24 feet each, and the centre or wholesale store a frontage of 90 feet by the entire depth. The stores on the ground floor will be 14 feet high, those on the second floor 12 feet high, and those on the third or top floor 14 feet high.—The style of the new building will be much superior to the former one. It will have a rock-faced front wall, with heavy cut cornices, and the doors and windows will be in the same style. Messrs Massie & Co. will occupy two of the stores, and one at the north end as a retail store, as formerly, and the middle one as their wholesale store. It is their intention at some future time to carry back additions to the building clear to Woolwich street, but for the present this will not be done. Mr James Smith, Toronto, is the architect; Messrs Kennedy & Pike contractors for the mason work; Mr James Barclay for the carpenter work; Messrs Hamilton & Sons, Toronto, for the iron work. The plastering and painting and glazing have not yet been let. The front windows will be 12 feet high, of large and thick plate glass. It is expected that the building will be so far completed as to be ready for occupation about the middle of September. Messrs Massie & Co's retail trade has suffered greatly during the past winter for want of a second store, but the new Alma Block will afford them all the accommodation required, and it will be a great convenience not only to people living in the upper part of the town, but to farmers who come into town by the Elora, Eramosa and others leading roads. The firm deserve all credit for so promptly rebuilding the Alma Block after such a disastrous fire, and we earnestly hope that they will be amply repaid for their enterprise.

Mr Thos. Holliday has let the contract for the erection of a malt house. The edifice is to be 110 feet long, 43 feet wide, and three storeys high. The mason work has been let to Messrs Kennedy & Pike, the joiner's work to Mr Thos. Kirkland, and the painting to Mr Thos. Breardon. The architect of this, as well as of all that follow, is Mr Stephen Boulton.

The next notice is a cottage that is to be erected by Mr Chas. Raymond. The model is odd if not novel, and is not easy of description. The material to be used is brick, and Mr Boulton is the contractor for the entire work.

An Iron House for Messrs Bond & Co. is under contract. The dimensions are 48 feet long by 24 feet wide, and height 20 feet. Mr James Davidson will do the mason's work, the joiner's work will be done Mr James Barclay.

The foregoing buildings are the only ones so far as we have heard for which the contracts have been let, but the erection of the following is spoken of as being almost certain, viz:—

A new store by Mr George Howard on the site of his present establishment. If the new building be erected it will be of stone. Messrs Smith & Metcalf are likely to build a shop and store, under the same roof, adjoining the Alma Block. The material employed will be stone, and the dimensions of the building are stated to 60 feet by 44 feet.

In addition to these we understand that Warren's Block, which recently came into the possession of Mr John Hogg, is likely to undergo extensive improvements at the hands of its enterprising proprietor. Furthermore, we hear that there is likely to be an addition built to the Roman Catholic Church. The dimensions of the present edifice are far too limited to afford accommodation to the congregation, and we understand it is the intention to enlarge it by building at each side so that the shape will then be cruciform.

THE LONDON MILITIA DISTRICT. The Report on the state of the Militia for 1867 has been issued, and contains a mass of valuable information. From the sub-report of Lieut.-Col. Taylor we glean the following information, which will interest volunteers and others. The London District consists of the 5th and 7th Brigade Divisions, and comprises the following twelve counties, viz.: Essex, Kent, Lambton, Elgin, Middlesex, Oxford, Perth, Waterlo, Wellington, Grey, Bruce and Huron, which, together with the city of London, have a population (according to the census of 1861) of 467,113.

The Volunteer Force in this District, as compiled from the nominal rolls of companies as they actually exist at this date, consists of:—1 Squadron Cavalry (St. Thomas and London Troops), strength, 5 officers, 72 troopers, 72 horses. 1 Field Battery of Artillery, strength, 4 officers, 40 non-commissioned officers and drivers, 35 horses. 11 Battalions Infantry, and 2 Battalions Rifles, 93 companies with strength of 351 officers, and 4,321 non-commissioned officers and men; being a total force of 4,739 Volunteers, and slightly in excess of one Volunteer to every 100 population. The county with highest per centage of Volunteers is Lambton, which gives 15 per 1,000 population. The county with lowest proportion of Volunteers is Huron, which gives 6.37-100 per 1,000 population. The City of London gives 25 Volunteers for every 1,000 population.

There are in this District:—243 Volunteers who have served five years and over, and whose term of service has consequently expired; 230 Volunteers who will have completed their five years' service during 1868. During 1867—767 Volunteers have resigned, 838 have been enrolled, 28 have died.

There are in the Force in this District:—887 married men, 114 Military School cadets, 112 who have served in the British army, 23 Field Officers, who have qualified by obtaining first class certificates from Military School or Volunteer Board, 18 Field Officers who have not qualified, 130 Captains and subalterns who have qualified, 151 Captains and subalterns who have not qualified; 30 Companies have no efficient bugler; 10 have no rifle range, 69 have no iron targets, a supply of which is much needed.

There are 37 Company Drill Sheds and 6 Battalion Drill Sheds, three of which are private property.

Court of Chancery.

The Court of Chancery opened in Guelph on Tuesday last, Vice Chancellor Mowat presiding. Only two cases came before the Court.

HARVEY VS. ALLAN & TORB.—Bill filed by Alex. Harvey, of Fergus, against devisee of Chas. Allan, deceased, for balance of purchase money of property known as the Albany property, on the south side of the Grand River, in the township of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had been overpaid the sum of £80 for which he had given two promissory notes of £40 each. The notes were given after the death of Allan put in suit by the executor of Nichol, and to have such balance declared a lien on the land. In 1855 Harvey sold to Chas. Allan, and one Jas. Geddes, the said property, upon which there was a mortgage for the sum of \$2136.16 to one Absalom Shade. The consideration money expressed in the deed was \$2300, but Allan and Geddes were to pay the mortgage when it became due, and the difference after paying the mortgage was to be paid to Harvey. Harvey contended that he had never received this balance, and this suit was brought to enforce the payment. At the hearing the defendants proved, that at a settlement had with Harvey by Allan it was ascertained that Harvey had