

St. John's  
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THE  
**CARBONEAR STAR,**  
AND  
**CONCEPTION-BAY JOURNAL.**

Vol. I.

WEDNESDAY, APRIL 10, 1833.

No. 15.

**NOTICES.**

**NORA CREINA.**  
PACKET-BOAT BETWEEN CARBONEAR  
AND PORTUGAL COVE.

**JAMES DOYLE**, in returning his best thanks to the Public for the patronage and support he has uniformly received, begs to solicit a continuation of the same favours in future, having purchased the above new and commodious Packet-Boat, to ply between *Carbonear* and *Portugal Cove*, and, at considerable expense, fitting up her Cabin in superior style, with Four Sleeping-berths, &c.—**DOYLE** will also keep constantly on board, for the accommodation of Passengers, Spirits, Wines, Refreshments, &c. of the best quality.

The *NORA CREINA* will, until further notice start from *Carbonear* on the Mornings of **MONDAY, WEDNESDAY, and FRIDAY**, positively at 9 o'Clock; and the *Packet-Man* will leave *St. John's* on the Mornings of **TUESDAY, THURSDAY, and SATURDAY**, at 8 o'Clock, in order that the Boat may sail from the Cove at 12 o'Clock on each of those days.

**TERMS AS USUAL.**

Letters, Packages, &c. will be received at the *Newfoundland Office*.  
Carbonear, April 10, 1833.

**DESIRABLE CONVEYANCE  
TO AND FROM  
HARBOUR-GRACE.**

**THE** Public are respectfully informed that the *Packet Boat EXPRESS*, has just commenced her usual trips between *HARBOUR-GRACE* and *PORTUGAL COVE*, leaving the former place every **MONDAY, WEDNESDAY, and FRIDAY** Mornings at 9 o'Clock, and *PORTUGAL COVE* the succeeding Days at Noon, Sundays excepted, wind and weather permitting.

**FARES.**

Cabin Passengers ..... 10s.  
Steerage Ditto ..... 5s.  
Single Letters ..... 6d.  
Double Ditto ..... 1s.  
Parcels (not containing Letters)  
in proportion to their weight.

The Public are also respectfully notified that no accounts can be kept for Passages or Postages; nor will the Proprietors be accountable for any Specie or other Monies which may be put on board.

Letters left at the Offices of the Subscribers, will be regularly transmitted.

**A. DRYSDALE,**  
*Agent, Harbour-Grace.*  
**PERCHARD & BOAG,**  
*Agents, St. John's.*

Harbour-Grace, April 5, 1833.

**Dissolution of Co-partnership.**

**NOTICE** is hereby given, that the Co-partnership heretofore existing between the Subscribers, under the Firm of **PROWSE and JAQUES**, Carbonear, Newfoundland, is this day, by mutual consent, dissolved. All Debts owing to and from the said Concern, will be received and paid by the undersigned **GEORGE EDWARD JAQUES**. Witness our Hands, at Carbonear, this 31st Day of December, 1832.

**SAMUEL PROWSE, JUN.**  
**GEORGE EDWARD JAQUES.**

**THE** Business hitherto carried on in this Town, under the Firm of **PROWSE and JAQUES**, will be continued by the Subscriber, from this date, in his own Name.

**GEORGE EDWARD JAQUES.**  
Carbonear, Dec. 31, 1832.

**ON SALE.**

BY  
**COLLINGS & LEGG**  
50 Barrels American Flour  
50 Barrels American Beef  
30 Firkins Prime Butter  
50 Boxes Raisins  
And a general Assortment of Dry Goods, Groceries, &c.  
Carbonear, Jan. 9, 1833.

**TO LET,**

*On Building Leases, for a Term of Years*

**A** Piece of LAND, the Property of the Subscriber, extending from the House of *Mr. Joseph Parsons*, on the East, to the House of *Mrs. Ann Howell*, on the West, and running back from the South Side of the Street, to the Subscriber's House.

**MARY TAYLOR,**

*Widow.*

Carbonear, Feb. 13, 1833.

**REPORT OF THE JUDGES OF THE SUPREME COURT OF NEWFOUNDLAND, TO HIS MAJESTY'S GOVERNMENT, UPON THE JUDICATURE BILL.**

*(Continued.)*

*Geo. IV., c. 67, s. 23.* If those feelings of humanity which the situation of an unfortunate insolvent debtor naturally calls forth were completely suppressed; and the question respecting the expediency of granting him a discharge from his debts were, in consequence, considered merely in reference to its effects upon the general interests of society, it would be found, on the one hand, to be attended with the most important advantages, by restoring to the community the services of a member whose energies and exertions must otherwise be paralysed by despair; whilst, on the other side, it lessens that caution with which obligations ought always to be contracted, by the facility which it affords of eluding the force of them: and thus not unfrequently introduces a taint into the moral character of the individual who avails himself of such a discharge. In constructing, therefore, a system of insolvent law it is always necessary to guard against this latter tendency with considerable care; and this necessity becomes even more imperative where other causes co-operate, as they do in Newfoundland, to tempt men to enter into engagements which they have not a reasonable chance of being able to fulfil. Instead, however, of being framed upon the principle of extending to its utmost limit the advantage, and of restraining as much as possible the evil, of a release from those obligations which the debtor has not the power to perform, the insolvent law of this country, by fixing the qualification for a trustee at so large a sum as twenty pounds, and by leaving it entirely at the option of the creditors to appoint trustees or not as they may think proper, in some instances permit a *poor man* to continue under a load of debt which it would be useful to the public as well as beneficial to himself to remove from him; and yet, in other cases, renders the attainment of a certificate of discharge by the insolvent of a higher class, who generally has some zealous friend to back him, even more easy than it probably ought to be. As a corrective of this last defect it may, we think, be advisable that the certificate which by the present law should be signed by *one half* in number and value of the creditors, shall hereafter in like manner be signed by *four-fifths* of them; and that it shall be competent to the *dissenting fifth part* or to any one or more of them, to oppose the allowance of such certificate by the Judges: who shall, after due examination into the nature and grounds of such opposition, either allow or withhold the certificate as they may deem

right, upon a fair consideration of all the facts of the case. Under such an alteration the law will become as suitable to the merchants and the other classes of persons who carry on business on a pretty extensive scale, as the present circumstances of this country will suffer it to be; but in order to extend an equal measure of relief to debtors in the more humbler walks of life, we would recommend, that where there are not two creditors whose debts amount respectively to the sum of twenty pounds and upwards, or where the creditors upon being called on to make choice of trustees, neglect to do so, it shall be lawful for the court to appoint trustees to the estate of the insolvent, who shall have the same powers to all intents and purposes as if they had been elected by the creditors; and that the Judges shall also be authorised, in all cases where there shall be no creditors qualified to be elected trustees, or where the creditors shall refuse or neglect to appoint trustees, and to perform the other acts necessary to entitle the insolvent to his discharge, to order a distribution of the estate to be made among the creditors of the insolvent by the trustees appointed by the court, and thereupon to grant him a discharge in the same manner as if a certificate had been actually signed by four-fifths in number and value of the creditors; unless such discharge shall be opposed by the creditors, or a part of them, and such reasons assigned in support of their opposition as may appear to the Judges to be a good ground for suspending the proceedings and deferring the discharge to a future day.—And lest the great facility which would thus be given to all descriptions of persons to obtain a release from their debts should encourage parties to contract them fraudulently, we think it would be most desirable that the court should likewise be invested with power to order an insolvent who may apply for his discharge without having obtained a certificate from his creditors, and who may be proved to have been guilty of fraud and dishonesty towards any of them, to be *incarcerated*, for any time it may deem proper not exceeding a year in the whole, at the suit of any creditor who will undertake to make him an allowance of 6d. sterling a day during the time of his confinement if the estate of the insolvent, which is in the first place to be subject to the charge of his maintenance whilst in prison, shall not be sufficient to support him there at the before-mentioned rate of 6d. per diem. Provided always that at the expiration of his imprisonment, the insolvent shall be acquitted and wholly discharged from all the debts contracted by him, previously to the time of his being declared insolvent by the court. To obviate too any doubts which may exist from the use of the expression, "at the return thereof," which occurs in this section whether a person, who, being really insolvent, has neglected to plead and prove that fact during the trial and has in consequence been taken in execution upon a *capias ad satisfaciendum*, may afterwards obtain his discharge both from that suit and also from all his other debts upon a fair surrender of all his property to his creditors, we would strongly recommend that a particular provision should be made for his case, by enabling the court to receive from any such prisoner for debt, a petition for his discharge, accompanied by a list of the debts, then due by him and a schedule of all the property to which he is, or conceives himself to be, entitled—to examine him upon oath touching the truth of his statement and all other matters relating to his application—to notify the creditors specified in his list to attend his examination—to appoint a trustee, with full powers for collecting, realizing, and distributing his estate, among his creditors according to law—and thereupon to discharge him immediately from prison released from all his debts, to the several parties described in the list of his creditors, if no good ground of objection against such discharge shall be urged by any of them; or, if it shall appear that the prisoner had been guilty of such conduct as would have induced the court to commit him had he been at large, when he was declared insolvent, then, and in that case, to defer the time of his liberation until he shall have

suffered such incarceration, upon an allowance of 6d. a day to be paid out of his estate, or, when it shall be sufficient, by the creditor, or creditors, who oppose his discharge for any period not exceeding a year from the time of his first commitment, as the Judges may consider to be an adequate punishment for his misconduct. It being well understood that the power of inflicting the punishment of incarceration upon an insolvent, is strictly confined, to those cases, in which his discharge from his debts, proceeds entirely from the exercise of those particular powers with which the Court is invested where no trustees shall have been appointed by the creditors: and does not in any way extend to an insolvent who shall have obtained a certificate from four-fifths in number and value of his creditors; nor of course to an insolvent who is precluded by the want of such certificate from obtaining his discharge. Imprisonment being, in fact, the price at which an insolvent, whose conduct has not been so correct and honourable as it ought to have been, purchases his discharge without the consent and concurrence of his creditors.

*5. Geo. IV., c. 67, s. 25.* Whether those preferences in payment which are secured to certain classes of Creditors by this section are, or are not, conducive to the true interests of the fisheries is a "*causa auctoria*," upon which the opinion of the merchants is now very much divided. *The Chamber of Commerce* did, indeed, about the end of the year 1828, come to a resolution that the privilege of the Creditor for Supplies ought to be abolished; and we were led to believe that there was a very general if not a universal, concurrence among commercial men in all parts of the island in this sentiment: but we have lately had an opportunity of ascertaining that there are some merchants in this town, of the highest respectability, who are so far from coinciding in the view which the Chamber of Commerce have taken of this subject that by them the repeal of the Law of Current Supply is regarded as the certain DEATH-BLOW of our fisheries. Under such a contrariety of feeling among persons whose situation in life must have prompted them to investigate this question with a more scrutinizing attention than we have been able to give to it, we wish we could consider ourselves at liberty to decline any discussion of it. As the Secretary of State will, however, probably desire to be furnished with our opinion, in order that he may throw the weight of it into one of the scales if an exact equipoise should otherwise seem to exist between them, it will be our aim, in conveying our opinion to his Lordship, to lay before him also the reasons upon which it is founded in such a manner as will enable him to determine what degree of credit ought to attach to it.

The practice of remaining in this Island, during the winter, in opposition to the policy of the British Government, had not taken deep root before the merchants on the other side of the water began to perceive, that the fisheries could be carried on with more advantage by *these residents* than it could be either by the *fishing ships*, or by the *bye-boat keepers* who annually return home; and they accordingly came forward with great alacrity to advance those residents, (who acquired, probably from their connection with the soil, the denomination of *PLANTERS*) all the supplies necessary for the prosecution of the fisheries. In a pursuit, however, which is exposed to all the vicissitudes of weather, and to various other casualties, instances of failure must occur very frequently; and as the planter's ability to pay for the supplies he had received depended wholly upon the success of his voyage, the merchants who had furnished those supplies became alarmed the moment they saw any cause to apprehend that the catch of fish would not be a good one. The fears of all the creditors of the planter being thus excited, each of them strove to obtain the earliest possible settlement of his account, by seizing all the property of the planter he could any how lay his hands on; and, in their several struggles for the attainment of this object, they often injured one another, besides ruining the un-

*(See last page.)*