

prevent the working of any coal in the said Province by unauthorized persons, and to prevent the sale or export of coal except such as may be worked on payment of a Royalty equivalent to that to be paid by the Association, and subject to terms not more favourable than those contained in the Lease to the Association.

During the Lease the Province shall not, without the consent of the Association, impose any duty on the export of coal.

In lieu of the Rent and Royalty now paid, the Association shall, after the 1st day of January, 1858, pay to the Province on all large coal sold by them, a Royalty of 6d. Currency per ton of 2240lbs., on all quantities up to 250,000 tons, and of 4d. per ton upon all quantities over that quantity; slack or small coal, and coal used by workmen and in carrying on the works to be free from Royalty.

Until the 1st January, 1858, the rents and Royalty to be as heretofore paid, and the Royalties due on coal raised at the Joggins and other Mines, and not yet received by the Provincial Treasury, to be paid up at the rate of 2s. Currency per Newcastle chaldron.

The clauses in the lease granted by the Crown to the late Duke of York and Albany, on the 25th day of August, 1826, reserving to the Crown the right to enter upon any Mines not worked by the Lessee, and to work or lease the same after twelve months notice, shall not, nor shall any clause to the like effect, be included in the lease to be granted by the Province, it being intended that during the lease the Province shall not work or lease to any other party the coal seams hereby agreed to be leased, whether the Association shall fail to work them upon a 12 months or other notice or not, but with this exception and that of the rent, it is understood that the lease to be granted to the Association is to contain such covenants and stipulations for the protection of the rights of the Province and of the Association respectively, as were inserted for the benefit of the Crown and of the said Duke of York and Albany respectively, in the said lease granted on the 25th August, 1826, and also any additional stipulations that may be required to carry out the spirit of this Agreement. And during the Lease the Provisions of the Act passed in the year 1853, intitled, "An Act to regulate the Mines of this Province," shall not apply to or affect the Mines to be comprised in the Lease to be granted to the Association, nor shall any other Act be passed during the Lease inconsistent with the rights of the Association as they will be established under the terms of this agreement.

The Association are to make and procure proper Surrenders or Releases from themselves and the representatives of the said Duke of York and Albany, of all the interests or rights which they or either of them have in all the Mines or Minerals of Nova Scotia under the Lease above referred to, or under any other contract or agreement made by or on behalf of the Crown in respect of any Mines and Minerals in Nova Scotia or Cape Breton, and they are to hold only under the Lease hereby stipulated to be given.

And in order to render the Mines so to be surrendered and not intended to be included in the lease to be granted to the Association available to the Province of Nova Scotia, the Association are to allow to the Government of Nova Scotia and its Lessees of such Mines, but with such restrictions as are hereinafter mentioned, liberty to make and use ways and roads across any Land owned by the Association intervening between any Mine so to be surrendered and such navigable water as shall be considered by the Government or its Lessees most convenient and suitable for the shipment of coal or other minerals as in such places shall be reasonable and be deemed best; and also, but with such restrictions as are hereinafter mentioned, the liberty of erecting on the Lands of the Association any such Works, Buildings, Wharves, or other Establishments necessary or convenient for the working and winning of Coal or other Minerals, or the successful carrying on of any Collieries or Mining Establishments, but so as not to obstruct in any material degree, nor unless in case of absolute necessity, to interfere with the operations, from time to time, of the Association, and so that such Lessees shall not exercise any such liberty except where the same shall be specially granted, and shall also be (as nearly as so conveniently may be), particularly and precisely specified, limited and described as to position, dimension, and other material particulars in the leases under which such Lessees shall respectively claim, or be entitled to the aforesaid Mines, or any of them, and

the Association are to be paid by the Government of Nova Scotia full and fair compensation for any damage, loss, or inconvenience whatsoever which may be sustained by them by reason of the exercise of the said privileges, the positions and dimensions and other material particulars of the said ways and roads, works, buildings, wharves, and other Establishments, and the amount of the said compensation to be determined, in case of difference, by any two or three persons to be appointed in manner following to appraise the same, (that is to say), one to be named by the Government of Nova Scotia and one by the Association, or both to be named by one of the said parties in case the other shall refuse or neglect to appoint an arbitrator, and the other of the said three persons to be named by the two so named.

Until some other Mine shall be opened in the County of Cumberland, the Association are to keep and supply the Joggins such Coal as may be required by the inhabitants of that County and the Neighbourhood for their local and domestic consumption, at a price not greater than the sale price of Coal at Pictou.

The Legislature of Nova Scotia, in case of their ratification of this Agreement, shall at their next Session pass such enactments as may be necessary or requisite for giving effect to the lease to be granted to the Association as aforesaid and for otherwise carrying out this arrangement, and shall procure the assent of Her Majesty thereto.

These Heads of Arrangement are entered into subject to the ratification of the Legislative Assembly of the Province of Nova Scotia.

(Signed) J. W. JOHNSTON,
ADAMS G. ARCHIBALD,
Delegates on behalf of Nova Scotia.
ROBERT MOSER,
Chairman of the General Mining Association.
J. B. FOORD,
Secretary of the General Mining Association.
London, 20th August, 1857.

(COPY.)
Halifax, 6th Novr. 1857.

SIR,—We have the honor to report finally, for the information of His Excellency the Lieutenant Governor, the progress and conclusion of our negotiations in fulfilling the mission with which we were charged, for the arrangement with the General Mining Association of the subjects in controversy between them and the Province.

In our letter to you from London, dated 31st July last, we reported the successful issue of the negotiations, by an agreement settling the heads for a final adjustment, and that the memorandum of the terms was in the hands of the Solicitor of the Association for the preparation of the necessary documents.

On the second day after Mr. Foord's letter of the 23rd July, putting us in communication with Mr. Bircham, the Solicitor of the Association, we met that gentleman by appointment, and discussed with him the nature and terms of the different instruments.

There were—First, a formal agreement containing the terms of settlement. Second, a surrender of the claims of the Duke of York's representatives and of the General Mining Association to the Mines and Minerals in Nova Scotia. Third, a Lease to the Association. Fourth, an act to be passed by the Provincial Legislature for adopting and carrying into effect these arrangements.

Although not a day was lost by us, in pressing the business forward, it was not until the 26th August that drafts were agreed upon, and a considerable later period that the agreement was interchanged and the engrossed copies of the other documents were delivered.

In settling the terms of the several instruments, many questions arose of greater or less importance, which required repeated interviews between Mr. Bircham and us, and between him and his principals in the city, and it is certain that had these documents not been settled by personal explanations their adjustment by correspondence after our return to Nova Scotia, as was at first proposed to us, would have been very clattery and doubtful. It is, however, justice to Mr. Bircham to say, that he met us with great promptitude, and caused the documents to be prepared with as much dispatch as was in his power.

Before we left England the sanction of the Crown had been given to the arrangements, and to the documents proposed for carrying them into effect.

It remained for the Court of Chancery to pass an order to a like effect. It will be seen by Mr. Chambers' letter herewith, that no doubt was entertained of the obtaining of the necessary order, when the Court should meet in the present month.

We transmit herewith a schedule of correspondence in the course of the negotiations—also the following documents:—

- 1st A.—Heads of Arrangement executed by the Association and ourselves.
- 2ndly B.—Copy of Draft of Surrender signed on behalf of the Association and of the Delegates from Nova Scotia.
- 3rdly C.—Copy of Draft of Lease signed as above.
- 4thly D.—Copy of Draft Act of Assembly signed as above.

Entertaining the strong conviction that the arrangements we have agreed to are calculated to promote the harmony and prosperity of the Province, and to give increased efficiency and success to the operations of the Mining Association, it will yield us great satisfaction to find that our labours meet the approbation of His Excel-

lency and Provincial Government, and the ratification of the Legislature.

• We have the honor to be, Sir,

Your obedient Servants,

(Signed) J. W. JOHNSTON,
(Signed) A. G. ARCHIBALD.

To the Hon. the Provincial Secretary.

News Department.

Extracts from Papers by Steamer Niagara.

ENGLAND.

The extraordinary ecclesiastical suit having for its object the degradation from the priesthood of the Rev. Moore O'Connor, and depriving him of the benefice he held, or claimed to hold, at Cudaff, in the diocese of Derry, was brought to an issue in the Metropolitan Consistory Court of Armagh yesterday se'night. It appeared by the evidence that Mr. Moore O'Connor, otherwise Connor, presented himself so far back as the year 1840 as a graduate of the University of Dublin, and a person who had distinguished himself in the highest manner in that University. By those statements, fortified by testimonials, which have been proved, we believe, to be not genuine, the Society for the Propagation of the Gospel in Foreign Parts was induced to believe that he was a proper person to undertake the arduous and important duties of a missionary to our colonies; and, after lodging the testimonials with the Bishop of London's registrar, and signing a written engagement to proceed forthwith to the colonies, and to officiate there, he was admitted to the holy order of deacon on the 20th of December, 1840. So early as the 6th or 10th of January following, he was officiating as assistant curate of a large parish church in Dublin, the parish Church of St. Andrew's, commonly called the Round Church, in defiance of his colonial engagement.—He was naturally pressed by the Society for the Propagation of the Gospel to fulfil his engagement, but he alleged as an excuse ill health and disease of the lungs. At this time he was discharging supernumerary duty in the adjoining parish, preaching every Sunday two or three sermons. The Bishop of London was not satisfied with his excuses, and wrote forthwith to the Archbishop of Dublin, who, after inquiry, prohibited him from preaching in his diocese. In June, 1841, however, O'Connor obtained a curacy at Buncrana, near Derry, and while in this position obtained priest's orders from the Bishop of Lichfield in England. In June, 1846, he purchased, through Thomas Montgomery, as trustee, the next presentation to a living called Drumaul or Radcliffe, in the diocese of Down and Connor, from the patron, Lord Donegal, it then being filled by the Rev. Samuel Shanton Heatley. Mr. Heatley died in 1851 and the living of Drumaul thus becoming vacant, Mr. Montgomery, the trustee of Mr. O'Connor, presented him to it, and he offered himself to the present Bishop of Down and Connor for institution and induction. The Bishop, having read a circular which had been issued as a warning against this gentleman, refused to institute him. Within one fortnight after the Bishop of Down and Connor refused to induct him to the living of Drumaul, he agreed with an old clergyman of the name of Sheal, in occupation of the living of Cudaff, and the patron of the next presentation, to give Mr. Sheal the living of Drumaul and £450 on his resigning the living of Cudaff, and presenting him (Moore O'Connor) thereto. After hearing the case, Dr. Radcliffe, as Vicar General, pronounced judgment. He said—

Now, for the sake of punishing Mr. O'Connor, as well as for the sake of public example, and to let every one know that no fraudulent obtaining of holy orders can, at any period of time, be protected from exposure, the transaction being one that ought to be, in fact, as pure as purity itself, and that there should be no imposition, but that everything connected with the obtaining of orders should be perfectly clear and regular, the opinion of the Primæ and his assessors is, that this gentleman must be deposed from the orders he so obtained fraudulently. And it follows that, as he obtained the order of priesthood by means of his first fraudulent orders, he must, consequently, be deprived of both his priest's and deacon's orders, and this sentence applies to his priest's as well as his deacon's orders. Then there still remains the question as to simony. That also deserves, and would justify the deposition from orders, and also of deposition from the benefice, if ever he had it. Now, to prevent any question or cavil being hereafter raised as to the benefice being vacant or not vacant, it is not the intention of the Court to give any opinion upon that point; but if he be not the lawful holder of the benefice, he is already deprived of it by Act of Parliament; and if he be the lawful holder of it, this sentence of the Court will not deprive him of it, and this without interference with any other rights.

Dr. Gayer.—Although it be only pro forma, he should be sentenced to pay the costs.

Dr. Radcliffe.—That follows as a matter of course. The only question is, that he is a pauper. In civil suits they do not tax the costs except the person can't pay the costs; but, in a criminal suit like this, where the costs are part of the punishment, there is no necessity for a special order.