

could establish a legal qualification—whereas the first was, that in the Schedule of his qualification, handed to the Sheriff on the nomination day in March, 1830, there was set forth his qualification on account of his leasehold interest in 300 acres of land,—as well as his independent qualification, on the 73 acres of his own land. His qualification, as gentleman, was not in the Schedule, he had sworn to the integrity of the leasehold interest, he was willing to risk his qualification, in 1830, on his title to, and possession of, the 73 acres of freehold. That his title to it was good, was clearly shown by the Deed itself, and the evidence concerning its transfer, on which he had already sworn. He was willing that the witnesses had sworn to the purpose of showing that the value of the leasehold was the value sufficient to constitute a legal qualification in its own right, the evidence of those original witnesses had, in the main, rather tended to establish than overthrow, the very fact which they had been summoned to disprove,—which was, however, put entirely beyond doubt and question, by the evidence of the witnesses who had been called to impeach the evidence of the first witnesses. He was not intended to show the value of the property. It had been contended, that the land was worth nothing. But Mr. Dawson, on oath, had stated, that he had been offered £30, £40, and £45 for it, all of which he had refused; his upset price being £85,—that he had been offered £80 in a certain species of payment which he declined,—and, that he had been offered £100 for it, and had actually sold it to him for that amount. Mr. J. R. Bourke could not say what the land was worth,—he could not say what he would have

been willing to give it at the time of the Sheriff's sale, because he did not then know what kind of land it was, or what kind or quantity of timber was on it,—but he had admitted that he would have been willing to give it for as much as that 20, 30, or 40 acres of it might be hardwood land; and, though it although he had not known of any masts having been cut off it, he had heard a mast cut off land very near it. Mr. Koles could not conscientiously value the land; he did not want it, and, therefore, would not give any thing for it; he, however, admitted, that part of it was good land, and that there was some timber on it. He said that he had no objection to giving his evidence as far as he knew, as long as he would not give \$10 for the land; he said he was not biased by any private or political prejudices in giving his evidence; and he (Mr. W.) was very willing to believe, that he really thought he was quite free from all influences which could unfairly affect his evidence. Still, however, it has been persisted in, that he was not a fair man, and that he dealt too heavily. I went to the devil, or any where else, and he would certainly have been much surprised if Mr. Hazen's evidence had been to a contrary effect. The evidence of the Hon. Mr. Coles and that of Mr. Dawson, both went to prove that the agreement entered into in 1846, gave him (Mr. W.) full power to exercise every right of own-ership over the land,—and such was the nature of the agreement, that even if Mr. W. were a member for Charlottetown had chosen to repudiate the idea of that agreement ever having existed, notwithstanding the direct and positive evidence of the Hon. Mr. Coles and Mr. Dawson to the contrary,—and he had immediately endeavored to invalidate their evidence, by asking why the agreement was not produced. To his observations on the head, he (Mr. W.) answered, and with reply, that he had no objection to producing it, and that he would not attempt to establish the truth of it, without first admitting and establishing the truth

dence which could not be fairly impudenced—and, that on the one side, an agreement which had been produced only to be cancelled, as the copy of it was produced by Mr. Dawson, was not likely to be preserved afterwards—and, that on the other, it had certainly not appeared to him (Mr. W.) to be at all an extraordinary or extraordinary drawing, or a drawing of a settling forth an agreement which had been fulfilled to the very letter, as shown by a valid instrument of a subsequent date. Mr. Mooney had stated, that he was well acquainted with the extent and quality of the land in question,—and, that he had offered £50 for it. Mr. Huges had stated, that he had sold 150 acres of land for £100, and that he had offered £200; but, that had he been going to live upon it himself, it would have been worth more to him. The evidence of Mr. Fitzsimmons was to the same effect. To all their witnessings, questions had been put, with the evident intent of drawing from them an admission, that they did not think the land worth £50,—but such questions had only elicited stronger evidence, that it was worth as much as £50. The evidence of the member for Charlottetown had not succeeded, in one solitary instance, in showing that the land was not of the value placed upon it. The member for Charlottetown had chiefly directed his efforts and ingenuity to prove, that he (Mr. W.) had not a good qualification in the year 1850.

THE CHAIRMAN: The question is, whether the Committee, was, I say, Mr. Palmer, or had he not, unjustly aspersed his character as a member of that House, by imputing to him the crime of perjury. Although he (Mr. Whelan) had already clearly

[illegible]

With respect to the hon. member's (Mr. P.) explanations touching the position in which he (Mr. P.) was placed before the Committee, as regarded what he was engaged to substantiate, he (Hon. M.) would not merely repeat what he had already said, but would say before the Committee would clearly show, that the obligation rested upon him, and as assumed by himself, to substantiate the imputed charge of perjury; and not merely to show that he (Mr. W.) had only intended to dilate his own feelings, as he (Mr. W.) had been able to adduce, and all the poor and miserable arguments with which he had endeavored to sustain his allegations had only tended to disclose how unprepared and unfeeling he (Mr. W.) were, he (Mr. W.) would not unnecessarily trespass any longer upon the patience of the Committee; but with the fullest confidence in their impartiality, he would now leave them to pronounce judgment on the evidence which he had adduced, and which he had unbiassed, as he believed they were, by the special pleading, misquoting, quibbling, legal chicanery and linearing of him who had arrogantly assumed to himself the office of public prosecutor, with out either his superior or his rewards.

Navy—Messrs. Montgomery, Haviland, Wightman, Thornton, Yeo, McAulay, Doune, Clark, and Benton—9.

So it was carried in the affirmative, and ordered accordingly.

Mr. PALMER having then been called in, and the first of the said Resolutions having been read to him, by Mr. Spenser, Mr. Palmer in his place, stated that he retracted the words used by him on the evening of the 2d March, with reference to the charge of Pecuniary made against certain Members of the House.

(In motion of the Hon. Mr. POPE,  
Resolved, That Mr. Palmer has complied with the order of the  
House.

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# HASZARD'S GAZETTE.

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**TUESDAY, MARCH 23, 1852.**

We intended last week to have issued an EXTRA, to have kept pace with the Debates in the House of Assembly, but the Copy being delayed in another Office, we were prevented.

The Debates and proceedings in Mr. Whelan's case, having extended to more than we calculated, and being desirous of giving the subject entire, in one Paper, we have been obliged to exclude several Communications, and some news. The Mail due yesterday, has not yet arrived. We intend, in order to lay before our readers, matter on Land, and any news that may arrive by the English Mail, now expected, to issue an EXTRA on Thursday next.

We are informed that the Ho<sup>use</sup> of Assembly will rise some day next week.

The proceedings of the Bible Society Meeting, "A Female Teacher," "An Observer," and "Native" have been received and will be attended to as early as we can find room.

We did not receive the Advertisement of the Commissioner of Roads of the 8th District of Prince County, until Friday last, too late for last week's paper.

By the arrival of the Couriers on Friday last, we are put in possession of News a few days late *via* the United States.

### LATEST FROM EUROPE.

Late papers received by brig. Halifax, from Boston, contain intelligence by the Arctic, which arrived at New York on Monday last.

A new Ministry has been formed with the Earl of Derby at the head.

Parliament had adjourned over till Friday, the 27th, in order to allow the new Premier to complete his arrangements.

Lord John Russell's resignation had been definitively accepted by the Queen on the 21st Feb., and Lord Derby, (later Stanley,) on Monday, 23rd, submitted a list of his cabinet to Her Majesty, and

First Lord of the Treasury.—The Earl of Derby.  
Lord High Chancellor.—Sir E. Sugden, with a peerage.  
President of the Council.—The Earl of Lonsdale.  
Lord Privy Seal.—Vernan, of Salisbury.  
Chancellor of the Exchequer (probably Mr. D'Ireri).  
Secretary of State for Home Department.—Mr. Walspole.  
Secretary of State for Foreign Affairs.—Earl of Almarbury.  
Secretary for the Colonies.—Sir J. Pakington.

**There will be a Collection made in St. Paul's Church on next Lord's day morning, in aid of the Episcopal Sunday School.**

**Died.**  
On the 11th ult., at the Manse of Kilschreann, Rev. John MacLennan, Minister of that parish.  
The deceased is well known to the Island, having been for many years Minister of the Church at Belfast. In Sept. 1849, he left the Island for Scotland, and laboured for about two years at Cronarty, when he was removed to the Parish of Kilschreann.  
On Saturday last, Mr. James Milner, senr., Tinsmith, aged 72 years, an old and respectable Inhabitant of this Town.

**Passengers.**  
In the Ice Boat on Friday last, Captain SLEIGH, from England.

This gentleman purchased Mr. Worrell's Estate on this Island a short time since.

ERRATUM.—In the date of debate, in first page of the paper for WEDNESDAY 18th, read WEDNESDAY, MARCH 3d.

**LOST.**

A large black Newfoundland DOG, having one white spot on his left hind toe. He answers to the name of "ROVER."

—ALSO—  
A Newfoundland PUPPY, answering to the name of "SABLE." He is black, very fat, with curling hair; a white spot on the back of his neck, and a white chest.  
Whoever will bring any information of the above-mentioned dog, either to the Office of this Paper, or to Captain BAYFIELD, will be handsomely rewarded.  
March 22, 1852.

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**PALE SEAL OIL,**  
*Of excellent quality on Sale, by*  
W. B. WELLNER,  
near the Jail.

Charlottetown, 18th March, 1852. 3w.

**NOTICE.**

**WHEREAS** the Court for the Recovery of Small Debts at Murray Harbour, has been advertised to be held on the Second Tuesday of the Month, the day on which that of St. Peter's is held: it is therefore found expedient to give further notice, that it will in future, be held on the **FIRST THURSDAY**, instead of the second Tuesday, before notified.

DAVID CRICHTON, Clerk.

Murray Harbour, March 16, 1852.

**Road District No. 5, Queen's County.**

**ON** Monday the 5th April next, I will set up and sell at Public Auction to the lowest bidder, on the spot, the repairs of the **Bowshack Bridge**: Sale to commence at 11 o'clock, forenoon. Same day letting the repairing of a **Bridge on Sawyer's Brook**.

On Tuesday the 6th, the sum of £6 will be expended on building a new bridge on **Neville Road**, near **Waddle's**: sale to commence at 10 o'clock, forenoon. Same day, letting the repairs of **Sturdy's Bridge**.

ON Wednesday the 7th, the building of a new Bridge on Westmoreland Road, near Joseph Trousdale's : sale to commence at 10 o'clock.

JOSEPH TROUSDALE, Commissioner.

Crapaud, Lot 29, March 22, 1852.

**Road District No. 10, Queen's County.**

**THE** Subscriber hereby notifies all those persons who have subscribed towards opening a new Road from Malcolm McLeod's Orwell, to Newtown Road, that their respective sums so subscribed must be paid to me, on or before the 30th of April, as the Legislative Grant cannot be got, until the money is lodged with me, and to accommodate subscribers in the rear Settlements, I have authorized Edward Robertson, Newtown, and P. Stephens, Orwell Cove, both Merchants, to receive the money and grant receipts.

SAMUEL MURCHISON, Commissioner.

Point Prim, March 22, 1852.

**Road District No. 9, Prince County.**

**ON** Wednesday the 7th April next, the sum of £35 will be expended at Public Auction, towards building a new Wharf at

at 12 o'clock, £5 will be expended on Bridge near Samuel Davidson's son's. Same day, at 2 o'clock, £5 will be expended on Michael Clark's Bridge. Same day, at 4 o'clock, £10 will be expended on Caseway, near Samuel Leard's.

Approved securities will be required for the performance of each Contract.

JOHN LORD, Commissioner.

A stray Ewe Sheep, with the top cut off the right ear, and two slots in the left ear, long tail, has been on the Subscriber's premises for four months last past. The Owner is requested to produce, and take her away and pay expenses.

BENJAMIN WRIGHT.

Charlottesville Royalty Mills, March 4, 1852.

TO LET on Lease, with liberty to purchase, if so required, part of the Lands belonging to the Subscriber, known as the

"EKKER" Estate, situate at the Eastern extremity of Charlottetown, comprising Eleven Town Lots and portions of Two Common Lots. This Property has been laid off into Building Lots, and we be let by private contract agreeably to a plan to be submitted by the Officer of the Ordnance Department.

**W. S. LONGWORTH.**

Charlottetown, January 6, 1852.

