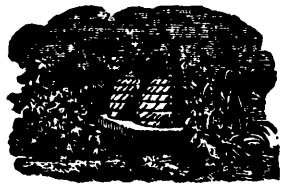


The BEE



"SUSTUM, ET TENACEM PROPOSITI VIRUM, NON CIVIUM ARDOR PRAVA JUBENTUM, NON VULTUS INSTANTIS TYRANNIMENTE QUATIT SOLIDA."

VOLUME I. **PICTOU, N. S. WEDNESDAY MORNING, MARCH 16, 1836.** NUMBER XLIII.

THE BEE

is PUBLISHED EVERY WEDNESDAY MORNING,
BY JAMES DAWSON,

And delivered in Town at the low price of 12s. 6d. per annum, if paid in advance, but 15s. if paid at the end of the year;—payments made within three months after receiving the first Paper considered in advance; whenever Papers have to be transmitted through the Post Office, 2s. 6d. additional will be charged for postage.

ADVERTISING.

For the first insertion of half a square, and under, 3s. 6d., each continuation 1s.; for a square and under, 5s., each continuation 1s.—All above a square, charged in proportion to the last mentioned rate.

For Advertising by the Year, if not exceeding a square, 35s. to Subscribers, 45s. to Non-Subscribers.—if more space than a square be occupied, the surplus will be charged in proportion.

PICTOU PRICES CURRENT.

CORRECTED WEEKLY.

Apples, Ampr hbl 22s 6d	Hay pr ton	50s
Boards, pine, pr m 50s a 60s	Herrings, No 1	25s
" homlock - 30s a 40s	" 2	30s
Butter, fresh, pr lb 3d a 4d	Mackerel	30s a 35s
" - 8d a 9d	Mutton pr lb 3d a 4d	
Cheese, n s - 5d a 6d	Oatmeal pr ct 12 6d a 14s	
Coals, at Mines, pr chl 18s	Oats pr bush none	
" shipped on board 14s 6d	Pork pr lb 3d a 3 1-2	
" at wharf (Pictou) 16s	Potatoes pr bush 1s a 1 3d	
Coke 16s	Salt pr hhd 10s a 11s	
Codfish pr Ql 12s a 14s	Shingles pr m 7s a 10s	
Eggs pr doz 8d	Tallow pr lb 7d a 8d	
Flour, s pr cwt 16s a 18s	Turnips pr bush 1s 6d	
" Am s pr bbl none	Veal pr lb 3d a 3 1-2	
" Canada fine - 40s	Wood pr cord	12s

HALIFAX PRICES.

Alswives 13s a 14s	Herrings, No 1	20s
Boards, pine, m 60s a 65s	" 2	17d 6d
Beef, best, 6d pr lb	Mackerel, No 1	35s
" Quebec prime 50s	" 2	30s
" Nova Scotia 48s	" 3	25s
Codfish, march'ble 16s	Molasses 14 8d	
Coals, Pictou, 28s	Pork, Irish 70s	
" Sydney, 80s	" Quebec 60s	
Coffee 1s 2d	" Nova Scotia 70 a 75s	
Corn, Indian 5s 6d	Potatoes 1s 3d	
Flour Am sup 48s	Sugar, good, 37 a 42s	
" Fine 35s	Salmon No 1 65s	
" Quebec fine 42s	" 2 60s	
" Nova Scotia 35s	" 3 55s	

ADMINISTRATION NOTICE.

ALL persons having any Legal Demands against the Estate of

ROBERT BROWN,

Blacksmith, late of Middle River, deceased, are hereby notified to render their accounts duly attested, to the subscribers within the space of eighteen calendar months from the date hereof; and all persons indebted to said estate, are requested to make immediate payment to

MARGARET BROWN, Adm'x.
THOMAS KERR, } Adm'rs.
THOMAS MCCOUL, }

4th November, 1835. ca-m

Final Notice is hereby given to all Persons indebted to the Estate of the late Robert Brown, that they will have an opportunity of settling with the Executors of the Estate until first day of May next; and Accounts then unswelled, will be put in suit indiscriminately. The Executors are compelled to take this course in consequence of its being actually necessary to bring the Estate to a speedy close.
March 2nd, 1836.

From the Penny Cyclopaedia.

ARBITRATION

Is the adjudication upon a matter in controversy by private individuals selected and appointed by the parties. This mode of settling differences is very frequently resorted to as a species of amicable litigation, and a means of avoiding the delay and expense of a lawsuit, and the publicity of a trial. It has the further advantage of providing an efficient tribunal for the decision of many causes—such, for instance, as involve the examination of long and complicated accounts,—which our ordinary courts of law are, from their mode of proceeding and the want of proper machinery, incompetent to investigate.

The person appointed to adjudicate is called an arbitrator, or referee. The matter on which he is appointed to adjudicate is said to be referred or submitted to arbitration. His judgment or decision is called an arbitration, or, more usually, an award.

Any matter actually in controversy between private persons may be referred to arbitration; but a prospective agreement to refer any differences which may hereafter arise is not binding. Nor can any injury be the subject of an arbitration, unless it is such as may be a matter of civil controversy between the parties; a felony, for instance, which is a wrong, not to the party injured merely, but to society in general, is incapable of being referred.

There are no particular qualifications required for an arbitrator. In matters of complicated accounts, mercantile men are usually preferred. In other cases, it is generally considered advisable to appoint barristers, who, being accustomed to judicial investigations, are able to estimate the evidence properly, to confine the examination strictly to the points in question, and, in the making of the award, to avoid those informalities for which it might afterwards be set aside. Both time and expense are thus saved by fixing on a professional arbitrator. Any number of persons may be named as arbitrators: if the number is even, it is usually provided that, if they are divided in opinion, a third person shall be appointed, called an umpire, to whose sole decision the matter is then referred.

A dispute may be referred to arbitration, either—1. When there is an action already pending between the parties relating thereto, or—2. When there is no such action.

1. In the former case, the parties to the action, if *sui juris*, are in general competent to submit to arbitration. The reference may be made at any stage of the proceedings; if before trial, it is effected by a rule of the court, either of law or equity, in which the action is brought; if at the trial, by an order of the judge or an order of *Nisi Prius*, either of which may afterwards be made a rule of court. The usual mode of proceeding is for the parties to consent that a verdict shall be given for the plaintiff for the damages laid in the declaration, subject to the award of the arbitrator.

The person named as arbitrator is not bound to accept the office, nor, having accepted, can he be compelled to proceed with it. In either case, if the arbitrator refuses or ceases to act, the reference is at an end, unless the contingency has been provided for in the submission, or unless both parties consent to ap-

point some other person as arbitrator in his stead.

Previously to the late statute for the amendment of the law; 3 and 4 Will. IV. c. 42, the authority of the arbitrator was revocable by either party at any time before the award was made; but by that statute it is declared that the authority of an arbitrator cannot be revoked by any of the parties without the leave of the court or the judge: but it is still determined by the death of any of the parties, unless a clause to obviate this is inserted in the submission, and if one of the parties is a single woman, her marriage, being in law a civil death of her rights, will have the same effect. The order of reference usually provides that the award shall be made within a certain period; and if the arbitrator loses the day slip without making his award, his authority ceases, but a clause has usually been inserted to enable the arbitrator to enlarge the term; and now, independently of any such clause, the court, or any judge thereof, is, by the late statute for the amendment of the law, empowered to do so. The authority of an arbitrator likewise ceases as soon as he has made or declared his award. After this (even though it be before the expiration of the time appointed) he has no longer the power even of correcting a mistake.

When the arbitrator has accepted his office, he fixes the time and place for the parties to appear before him. Each of them furnishes him with a statement of his case, which is usually done by giving him a copy of the briefs on each side; and on the day appointed he proceeds to hear them, (either in person, or by their counsel or attorneys,) and to receive the evidence on each side, nearly in the same manner as a judge does at an ordinary trial: but he is frequently invested by the order of reference with a power, which courts of law in no case possess, of examining the parties themselves.

No means existed of compelling the attendance of witnesses, or the production of documents, before an arbitrator, until the statute 3 and 5 Will. IV. c. 42, authorized the court or a judge to make an order to that effect; disobedience to which order, if served with proper notice of the time and place of attendance, becomes a contempt of court. The witnesses, thus compelled to attend, are entitled to their expenses in the same manner as at a trial. And where the order requires the witnesses to be examined upon oath, the arbitrator is by the same statute authorized to administer an oath or affirmation, as the case may require; and any person giving false evidence may be indicted for perjury.

The extent of an arbitrator's authority depends on the terms of the reference: it may either be confined to the action pending between the parties, or it may include any other specified grounds of dispute, or all disputes and controversies whatever existing between them at the time of the reference. Where the matters referred to him are specified, it is his duty to decide upon them all: where they are not specified, it is his duty to decide upon as many as are laid before him. In no case is an arbitrator authorized to adjudicate upon anything not in fact comprehended in the reference; such, for instance, as any claims or disputes which have arisen after the reference is specified, anything not expressly included in it. As nothing can be referred by the parties but the differences ex-