

PILLS R AND BAD DIGESTION. Kirkus, Chemist, 7 Prescot 6th June, 1851.

stood the highest on our mile persi. A chotomer, to when I be let you know the particulars a between, the virules of the maniton set is so servicely, that when to bear up andre it fai-tills, and she inform me that we seed only three Brokes, she is I could have sent you many averity of the attack, and the are of your attorching Pills. R. W. KIRKUS.

F RHEUMATIC FEVER, IN

'S LAND

Robart Town Courier, of the y Major J. Walch. y Janjor J. Walch. 10 age, residing at New Town, natic forer for upwarks of two of the use of her limbs; during to most canicent metcal men in a considered liopeless. A friend elebrated Pills, which she con-t space of time they effected

ESS IN THE CHEST AND 84 YEARS OF AGE. ietors of the Lynn Advertise statement.—August 2, 1851

) the good effects of Holloway's rely from a pain and tightness in ind by a shortcose of hereath, that an S1 years of age-guid netwith-re Pith have so relieved me, that de arquaintus with their virtues, suppartively active, and can take which I could not do hefore. ) HENRY COE, North Street, 1. yan, Norfolk.

North Street, Lyan, Nor OF THE GRAVEL, AND A VER COMPLAINT.

Heydon, Esq , Sidney, New boruary 25, 1851. boruary 25, 1851. ther at Lake George, was for a with a complaint of the Laves, is-attendants, after trying all their was hopelves, and any firitier when expecting every day would mended him to try Holdwarjfe them according to the directions, b. He will feel great pleasure in he an affiliavit to the same effect,

Wm. JONES, Proprietor of urn Herald, New South Wales

' HOLLOWAY'S PILLS IN

thet about the turn of life, or at ecourse to these Pills, as hundreds ir use, of this direful complaint in ans had failed.

ully eficacious in the following ats.

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ofessor HULLOWAT, 244, Strend, GEO. T. HASZARD, Agent for 2s, 5s, 5s, and 20s. each. There g the larger sizes. of l'athuts, are affixed to each Box





VOL. 22.

## CHARLOTTETOWN, PRINCE EDWARD ISLAND, TUESDAY, MARCH 23. 1859.

## Legislative Proceedings.

HOUSE OF ASSEMBLY.

WEDNESDAY 18th AFTERNOON SITTING. HOUSE IN COMMITTEE ON PRIVILEGES.

The House resolved itself into a Committee of Privileges, on the matter of the accusation preferred, by Edward Palnor, Esquire, a Member of this House, against the Hon. Edward Whe-lan, also a Member of this House, during the debate, in Committee of the whole House, on the Lawyers' Bill on the 2d instant—Mr. FLYNN in the Cheir.

while the House was in Continuite on the Lawyers' Bill, charged the Hon. Edward Whelm, a Menuber of the House, by implication, with being a Perjarer, by having taken bis seat in this House with-out a quadification : "Therefore Resolvel, That Mr. Palmer re-tract the implied accessation against Mr. Whelm, nulses the is pre-pared to substantiate the same, and do apologize to this House for such unce led for and unfounded language; and that Mr. Whelm be required to apologize to the House, for the unbecoming language made use of by him in delate. Mr. THORNTON, moved in amendment to the same, to leave out all after the word "whereas," and substitute the following. "Edward Palmer, Eeq., and the Hon. Edward Whelan, having in debate in Committee of the whole House, on the Lawyers' Bill, made use of amparliamentary language towards each other, and Edward Palmer, Eeq., having, by implication, and there appearing to this House, in foundation for this accusation, and there appearing to this House, in foundation for this accusation, but inanunch as the language was called forth by certan insinuations on the part of the House. Kertard Palmer, E., and the Hon. Edward Whelar, the said Edward Palmer, Eeq., and the Hon. Edward Whelar, the said Edward Palmer, Eeq., and the Hon. Edward Whelar, the base without Pal-lower, Eeq., and the Hon. Edward Whelar, do severally apologize to this House, and to each other, for their language used in dehate this evenus. The House without Pal-lower, Eeq., and the Hon. Edward Whelar, bus doused without Pal-lower, Eeq., and the Hon. Edward Whelar, thease divide an the motion of amendment, YEAS-Viessrs. Thornton, Haviland, Montgomery, MrAulay, Wichtman, and Douse= 6.

The House divided on the motion of amendment,  $Y \in As = -1$  (lesses. Thornton, Haviland, Montgomery, M'Aolay, Wightman, and Douse = 6.  $N \propto Ts$  = Hons, Messes. Coles, Pope, Warburton, Jardine; Messers. Beaton, Muoney, McNeill, Davies, Flynn, Laird, Fraser = 11. So it passed in the negative, and the question being then pat on the main no ion. The House again divided as before. the main n-YEAS-11. --6.

NAYS-D. So it was carried in the affirmative. Mr. Palmer and the Hon. Mr. Whelan, who had refired, having been called in, and the foregoing Resolution adopted by the House,

having been read, Hon. Mr. WHELAN rose in his place, and apologized to the ouse. Mr. PATMER then stated, in his place, that if time is given him

Mr. PAT.WEI's then stated, in his place, that if time is given him to procure witnesses, he is prepared to prove, that at the time Mr. Whelau took his Seat in the House, he was disqualified, he had already apoligized to the House, and now did so again. On motion of the Hon. Mr. POPE, Ordered, 'I hat Mr. PAL-MER be required, without any unnecessary delay, to substantiate the accusation he had preferred against Mr. Whelan. On motion of the Hon Mr. COLES, Ordered, That Mr. Wape-lan, do to-morrow, lay his qualification before the House. Then the House adjourned until to-morrow at ten o'clock.''

After the above Extract from the Journal had been read, the Committee then proceeded to hear evidence. <u>ABSTUACT</u> OF THE EVIDENCE. [Each of the Witnesses before the Committee, was sworn by the Clerk, J. B. Cosper, in his capacity of a Justice of the Description.

Clerk, J. B. Coper, in his capacity of a Justice of the Peaze.] Ma. Josth Dawson. Mr. Whelan's deed having been handed to him. The transfer on the back of the deed was signed by me, but I am at a loss as to the day and date. It was signed at the day and date of the transfer on the back. The agreement was signed but not the deed. He was at a loss as to the date when the transfer was signed, as it was so far back. It was not signed at thet date. He could not the two lows it was root signed at the take. He could not far back. It was not signed at that date. He could not recollect how long it was after the 7th August, 1846, that the transfer was signed. He could not recollect the exact date. The transfer was given in accordance with a written agree-ment. The deed was given away by him, but not signed in 1840. He could not swear it was not signed in 1847. A written agreement was given by him in 1846. He had handed the written agreement, in accordance with which the transfer was executed to the Uon. Mr. Whelan. He could not say the written agreed to the Uon. Mr. Whelan. He could us any was executed to the Uon. Mr. Whelan. He could us any that the transfer was signed in 1847: it might, or it might not; that the transfer was signed not. The deed was handed over to Mr. but he rather thought not. The deed was handed over to Mr. Whelan, at the time the written agreement was entered into bet seen him and Mr. Whelan. The Hon. Mr. Coles and the Hon. Mr. Warbarton were present when the transfer was signed. The reason why the deed was not transferred at the Hon, Mr. warmanneed with the deed was not transferred at the signed. Dife reason why the deed was not transferred at the time the agreement and deed were handed to Mr. Whelan, was, that he did not get payment at the same time. His wife's r-linquishment of dower was taken on the same day that the transfer was executed. He got payment in accordance with his agreement. The amount of payment was £50. He bena fide received £50 for the land. He received it at two different navments (periods) according to his agreement. He the transfer was executed. He got payment in accordance with his agreement. The amount of payment was 250. He dong fide received £50 for the land. He received it at two different payments (periods) according to his agreement. He got payment before it became due. He could not say what were the periods named by the agreement, at which he was to receive the £50. He could not give an answer: it was out of his received and the could not say what were the periods named by the agreement, at which he was to receive the £50. He could not give an answer: it was out of his recellection. He had no claim on the land after the transfer was made. The payment was secured to him by Note. He did not consider that by not having signed the deed, at the time when he sold the property to Mr. Whelan, he had any claim at all upon the land. He could not tell what was the date of the Note. It was given at the time of the transfer. Mr. Whelan did not secure payment to him for the land in 1846, when the agreement was entered into between them, in any ahape whatever—no further than by his own bare word. The agreement did not secure hay the agreement. The amount was £50. Mr. Whelan had the right to sell the land, if he thought proper to do so, after the agreement was entered into in 1846. The instalments of the parchase money were paid by Mr. Whelan. He would sweat that the whole amount of the £50 had not only been received by him, but also applied to his own use and benefit. He received a part of the money within the last gar—neywards of £30. It was paid at two different times. The last instalment was not paid until last month. He never mentioned to any person that he expected the sgreement in 1866 he couldn't. He was offered more for the land when he had it to fire, he had, after the time he made the sgreement in 1866 he couldn't. He was offered more for the land when he had it hat for a hort the inter the inde he made the sgreement in 1866 he couldn't. He was offered more for the land when he had it hat for a hort the inter the mean fase that effect. Itse one not think we paid the land tax for 1650; he was not certain. If a did not enquire at the Receiver's Office whether the land tax was paid for the last year, 1851. The wafer smalls on the transfer were placed on it in his pre-sence; bat he did not know by whom. If was done when he signed the transfer. He could not recollect what amount he

paid the Sheriff for the land, the deed had been so long out of his hands. He could not recoilect what price he got for the farms adjusining the land in question.
W. CUNDALL, Esq. In the year 1843 (24th, July) he was sheriff, and, for arrears of Land Assessment and costs, he sold 173 acres of land, part of Lot 37: the first hundred to L. C. Worthy, for £7 10s.; the second hundred to L. C. Worthy for £0; the third hundred to J. D. Haszard, for £5 10s.; the fourth hundred to R. Weeks, for £8 15s.; and the remainder, 73 acres, to J. Dawson for £6. Had heard that the 73 acres which he sold to J. Dawson (for £6 10s.; the dim the got full value for it if he wished to istare that a member of the House of Assembly. He did not levy on each of those tracts, but believed that the person employed by him, to post up the notice required by kw, did so on the first 100 acres, in the name of the whole. He wished to stare that be sold all the tracts by metts and bounds. The metes and bounds by which the 73 acres were sold to J. Dawson, were given in the description and sketch of the tract containedi the Deed. The description was supplied by J. Ball, Land Surveyor.

given in the description and sketch of the tract contained in the Deed. The description was supplied by J. Ball, Land Surveyor. J. R. BOURKE, Esq. Thought he was acquainted with the situation of 73 acres of land, on Let 37, sold at a Land As-ressment Sale to J. Dawson in 1843. Thought it was sold to Mr. Dawson for £6. The land was like land in general, some of it good, and some of it bad. Could not say what he himself would have been willing to give for it; for he did not know what the land was at that time. Could not exactly say —would not wish to say, what it was worth in 1850. Should consider that it was of more value in 1843, than in 1850, be-cause in 1843 there was more timber upon it. There was no public road to it of which he was aware: no road that he knew of except a private wood-read. Could not say that he would, at any time, have given £30 for it. Had he purchased it, it would have been principally for the timer on it. It would be of more value to a farmer, as a farm, than to him. Believed he had been on the land in question. The wood on it was partly hardwood, and partly softwood. He would consider the wood worth a good deal for ship building. Could not say that any masts had been exit off the land. He had had a mast cut upon Fitz Simmons's land, not far from it. There might be 20, 30, or 40 acres of hardwood land out of the 73 acres; but it was impossible to say exactly; could not say. Had he thought it worth more than £6, Le woold and said off it to go fir that sum. Could not say what was the value of it. It was like huying a pig in a poke. Soft wood land in that locality was say subable as hard-wood; and he would sooner purchase it for the value of the timber, where it was fit for sawing. For the mast in question, he gave, he thought, 30s. and had it cut down himself. The kind of timber which grew in the swamps was spruce and var, and soft-wood of all sorts, some large enough for mill logs. There was some timber upon the land in 1846; some it some parts—not much; in others bushes, and some long

lengths. Believed they got 2s. per 100 for longers cut at the stump. FRANCIS KELLY, Esq. He know where the 73 acres in question were. He had gone along it for 30 or 40 chains in front-20 or 30 chains were swampy and then hard-wood hand as far as he went. At the back did not appear to be of so bad a quality; but it was low and wer. Could not conscientiously state the value of the land in 1850. After fighting one's way into it, there was very good hard-wood timber upon it. He did not want the land; and, therefore, would not give anything for it. The ship-yards in its vicinity were one at Vernon River, and one at Mr. Hayden's, a good distance from it. He was aware that in that vicinity timber was hauled to ship-yards. Was not aware that any masts had been cut upon it. He thought the nearest distance of the land to saltwater was 5 or 6 miles. Some of the lands in the vicinity rented at 1s. He thought the nearest distance of the land to satisfie that to satisfie the second s

Trout on water or a road, let for 1s. an acre, so long as there was any land to be got in front of it. J. D. HASZARD, Esso. Had been upon the land in question. The front was swampy. He had gone over it about the cen-tre. It appeared, as it descended from the boundary line of Lot 49, to the Hildshorough, to be more swampy and of less value. There was no access to it by any public road. He ind had £30 offered for his 100 acres; and thou it Mr. Whe lan's might be valued at that rate. But as Mr. Monney, who had offered him £30 for his 100 acres, had not taken them off his hands for that money, he imagined Mr. Mooney did not think the land worth so much. He would be very glad to get £30 for his now. Did not think Mr. Whelan's land worth £25. Would not himself give £10 for it. He was not bi-ussed by political feeling: he came to give his evidence fairly

always considered Mr. Whelan's land to be of an equally good quality with his. He had sold his 150 arcrs as he stated last argit: he had not signed the deed yet: he had signed an agree-ment. He thought he had received about eleven pounds of the purchase unoney. There is some more due. Expects to get it this day. His land was not all sold to one person. It was sold to two persums—50 acres to one person for thirty pounds; and 100 acres to another for sixty pounds. To tell what amount he realized by the sale of timber off his land before he sold it, he would require time to make up the amount. Pro-ably between twenty and thirty pounds during one winter. Some of it was sold at the stump, and more of it he and his part-er manufactured and sold out. Witness discharged. JAMES FITZOIENOSS. I know the land that is called Mr. Witclan's. I have been on it frequently. My own land is alow: side of it. He gave thirty pounds of 50 acres. He would give fifty pounds for Mr. Whelan's if it was to be sold. A heat three years ago, he first knew that the land belonged to Mr. Witclan is formerly called Dawson's land. I would think it is equal to the land I purchased along side of it. JAMES H. BOURKE. I saw a part of the land: did not see it all. Part of what I saw was very good land: part bad. He heliewei it produced good timber about fury or fire years ago.

JARTS H. BOLERE. I saw a part of the land: did not see it all. Part of what I saw was very goed land: part bad. He believed it produced good timber about four or five years ago. It was worth more some weeks ago than now. Does not know the value of it now. It would be worth more to some than others. Would say it was worth fifty pounds, in consequence of the timber and a saw-mill near it. Could not say what was the value of it four or five years ago. Was not much through the land. Could not say what was the market value of Mr. Whelan's land in 1850. Could not exactly say whether it was worth fifty pounds in January. 1860. If he had been

through the land. Could not say what was the market value of Mr. Whelan's land in 1850. Could not exactly say whether it was worth fifty pounds in January, 1850. If he had been all through the land, he might have been able to say. It might then have been worth fifty pounds, or it might not. *Witness discharged*. After the witnesses had been examined, a discussion arose as to whether Mr. Whelan or Mr. Palmer should first address the Committee; and it having been decided that the latter should first speak in support of his allegations— Mn. PALMER commerced his address to the Committee, by protesting against their decision, that the evidence, on each side, having been heard, it was his duty at this stege of the proceeding, to advance whatever he might have further to say, in support of what the had undertaken to substantiate, either by commentary upon the evidence, or otherwise, as he might think proper; rather than that Mr. Whelan should be called upon to enter upon his defence. The hon momber than proceeded to say, that besides the disadvantageous position in which he, in the character of a prosessity, was placed by this determination of the Committee, a still facher embarrasment was imposed upon tim in the impreper-view, as he considered it, which the majority of the Consisten-mat the how dhe fail to establish that charge. But (Mr. Palmer) would have to saffer the censure of the Boues. Eut that was not the position in which he was placed. The House of Assembly, at the origin of the question, considered thensulves offended by the altercation, which had taken place between him and Mr. Whelan; and had passed a consure apon the abolt, and required, from both, the satisfaction of an apology is the which the was done the position in which he was placed. The House of Assembly, at the origin of the question, considered themalves offended by the altercation, which had taken place between him and Mr. at the origin of the question, consucred measures outside the the altercation, which had taken place between him and Mr. Whelan; and had passed a censure upon them both, and required, from both, the satisfaction of an apology; but whilst Mr. Whelan was called to apologise to the House only, it was insisted that he (Mr. Palmer) should apologise both to the House and to Mr. Whelan. He would not go into the history of the altercation, but would refer to the Resolution of the House, by which that day was imposed upon him. By that Resolution he was required to retract unless prepared to substantiate the accusation. Well, the House gave him the alternative either to retract or to proceed, to substantiate his assertion, that if allowed time, he could prove that Mr. Whelan was disqualified at the time when he took his seat as a member of the House; and he had andertaken to substantiate that assertion. These witnesses had been brought forward and examined; and it now remained for the Committee on appointed, before whom he was allowed to bring forward witnesses in support of his assertion. These witnesses had been brought forward and examined; and it now remained for the Committee to that it was the immediate day of the Committee to say, whether that it was the immediate duty of the Committee to say, whether he had proved, that at the time Mr. Whelan took his seat as a Member of the House, on the 5th March, 1850, he was disqualified or not. But he was placed in a very distribution and position, by the wrong view taken of the question before them, by the majority of the Committee, and their determining that the matter to be decided the Committee, and their determining that the matter to be devided was, whether he had succeeded it, bringing home the charge of perpary to Mr. Whelan. Now the fact was, that he (Mr. Palmer) had not, in anything he had said, personally identified Mr. Whelan as guilty of perjary; and any words of his, taken down to that effect, had gone further than he had expressed himself. When about to sign the Bond, and on reading over the Resolution recited therein, he had made this same objection; and added under his signature a memorandum to such effect; but it was required that be chardle constrained. Bond, whether the same regimer and added under his signature a memorandum to such effect; but it was required that he should execute a new Bond without such memorandum, whereby the House insisted that he should identify Mr. Whelan with the charge, whether he would or not. 'I here ought, however, to be no mistake, about what was to be tried. When the House come to mistake, about what was to be tried. When the House came to that Resolution, it was moved by the hon. the Trenswert that Mr Whelan should produce his qualification. (Here the Hon. Mr Pope stid, "That is a mistake; I did not make the motion," and then the Hon. Mr. Coles said, "I twos I who made it." Well continued the hon, and learned member, the motion was made charge of it a year from has fail. Had, at one time, offered £50 for it. Whilst he had the management of it 59 trees had been eut for Ad. a stump, but he had told those who were employed in cuting that he would-not allow them to cut any more, for less than 1s. a tree. In his opinion Mr. Whelan, and he motion grant and the had a letter of a Deed hy. There are any for the same the analysis of the same the same to the same the same to the same the same to the same to the same the same to the same the same to the same to the same to the same the same to the same to the same the same to the same the same to the same to the same to the same the same to the same to the same to the same the same to the same to the same the same to the same the same to the s

then in existence, was in no way sufficient to confer upon him a legal qualification. Each candidate then swore to that particular form of oath, adapted to the nature of his qualifications, whether a freshold or leasehold one, and which two foums are distinctly set forth in the Act. He would now refer to the words which consti-tuted the qualifications. The hon, member then read 11 Vict, G 21, Sect. 87, viz:—"That no person shall be capable of buings "elected a Member, &c., unless he shall be in the section or "possession of a Freehold or Leasehold Estate within this "induct of the super of Fifty Panafle sections that the default

" possession of a Freehold or Leasehold Estate within the date of "Island, of the value of Fifty Founds, previous to the date of a 2

" Island, of the value of Fifty Pounds, previous to the date off. " his Election." Section 58 requires the candidate to be in stized or possenied, twelve months before the tests of the writef Election. Thus hey must be in the seizin or possession of a Freebold Easte, or in the seizin or possession of a Lecsehold Estate for that period. There was nothing, continued the hon, and learned member, obscure, or difficult, or enigrantized in that. Mr. Wheleas soil de elsined this qualification, and a right to a sent in the House, in virtue of lis possession of a freehold estate, of the value of £60; and to prove it, he put upon the table a Deed of 78 acres of land, transferred to hum by endorsement not until on the 24th April, 1850. But it was on the 20th January, 1850. and agains on the 5th March fulwas norming, continuent the non- and treatment memority, determined the qualification, and a right to a sent in the Hease, in virtee of the possession of a freehold estate, of the value of £10, is do proved it, he put upon the table a Deed of 73 acres of land, transferred to hun by endorsement not until on the £4th April, 1860. But it was on the 29th January, 1860, and again on the 5th March fol-lowing that he swore, that that cettate consuitated hin qualification, when such estate was not his, either in possession of the scatter. And by the evidence which it afforded, it was indubitably estab-lished, thus he was either in possession of the scatter contered by the evidence which it afforded, it was indubitably estab-tished, thus he was notified in possession of the scatter contered by its evidence which it afforded by the insufficient to ave been difficult to say on what he had presended to qualification, on the 5th March following, took his sent it as Hease. And the contered by the evidence, how grantsor, who had ted the Committee that he had not excented the transfer or covergance, until the 20th April 1850, more than a month afficiation. There was no surraige, no imagination in this. It was stated by fit. Dawon on his onth; and the statement was, in like mat-ner, corrobarted by the Hon.Mr. Coles. Well, had it here shewn that Mr. When an had possessed any qualification here shewn that Mr. When his sets in the House, and he sither in seizen or possession, mill the 24th April, 1850, of the freshold on which he had qualified, on the 29th Anarury, 1850, and in virtue of which he had qualified, on the 29th Anarury, 1850, and in virtue of which he had qualified, on the 29th Anarury, 1850, of the freshold enter, '' as it was most probable might more to all, was to be in seizen or possession, mill the 24th April, 1850, of the freshold on which he had qualified, on the 29th Anarury, 1850, and in virtue of which he had qualified, on the 29th Anarury, 1850, and in virtue of which he had qualified, on the 29th Anarur and the must take leave to read the principal Sections of the Act. This he did, and then proceeded. The first clause declares that divers tracts of land were theretofore sold by the Sheriff or Coro-ner under the Land assessment sales, and that in many of the in-

bled its business within the last nt year, are allowed the same pri-, the average rate being only half

December, in each year, unless

Y PALMER, Sec'y. & Treasurer t, Feb. 28, 1852.

## REMOVED

vieny's Buildhis Office from Desbrisay's LDINGS, Prince Street, a

> JOSEPH HENSLEY, Attorney-8

## DIN FOR SALE

DIN FOR SALLS" superior Entire Horas is offered the stands 16 hands high, is of a sk solour nist has strong bone and remarkable, good tempered, very . His size is the colebrated Blood, year 1848 by the Royal Agriculta-trong and valanble animal of the d excellent stock. A prize was presidured Boeinty's show in 1849, in Sahadin Breed. will be allowed to remain until the lowed security. The should no be pril next, an offer will be accepted d's Gazette Office.

ring Ship, pool, England, Barque, Siw ALEXANDER, Capt. ies, 300 tons register, iron knesd, iller, presenta a mest desirable con-s and Passengers. Apply is Liver-and in Charlottettown to the owner, and in Charlottettown to the owner, W. W. LORD mi at his Office, Qui

ed by political feeling: he came to give his evider and he

and honestly. Hox. Ma. CoLES. He was a subscribing witness to the transfer of the Deed produced. Thought he first saw the transfer, as endorsed, about the 24th April, 1850. The re-linquishment of the widow's dower, and the transfer of the Deed were both signed in his presence. The date of the asent appeared to be the 24th April, 1920, the time when

Inquisiment of the withese source, has not the date of the as-signment appeared to be the 24th April, 1920, the time when the widow's dower was relinquished. The transfer of the Deed was executed at the same time that the dower was re-linquished; but the agreesment was dated 26th August, 1840. Ma. Parancx Mooster. He knew considerable about the extent and quality of the land in question. He had been in charge of it a year from last fall. Had, at one time, offered 250 for it. While he had the management of it 58 trees had been cut down upon it for ship-building purposes. They had been cut down upon it for ship-building purposes. They had been cut down upon it for ship-building purposes. They had been cut for 9d. a stump, but he had told those who were em-ployed in cutting that he would not allow them to cut any more, for less than 1s. a tree. In his opinion Mr. Whelan's was much better land than Mr. Haszard's. About 30 acres of Mr. Haszard's was awamp. He valued some of the stumps on Mr. Whelan's hand at 5a. At a distance back it afforded good timber for ship building. The front was low land, and there was nothing on it but longers. Had not heard that any spars for masts had been cut upon it. About six acres, or perhaps more of it were swamp. Part of the swamp is wall covered with longers. The worth per acre, leaving out the swamp, was he thought shout 15a. The wood alone, one acre with another, was worth 15a. The wood alone, one acre with longers. The worth per acre, leaving out the swamp, was he thought about 15a. The wood alone, on acre with longers. The worth per acre, leaving out the swamp, was he thought about 15a. The wood alone, on acre with longers. The worth per acre, leaving out the swamp, was he thought about 15a. The wood alone, on acre with longers. The worth per acre, leaving out the swamp, was he thought about 15a. The wood alone, on acre with longers. The worth per acre, leaving out the swamp, was he thought about 25a. The wood alone, on acre with another, weak woot in the sand it is Mr. Whel

STREET, DEST. STREET, S

on of those cales it was uncertain whether the Sheriff had at stances of those sales it was uncertain whether the Cherrin and ac-tically first leviced on the land sold; and in most of the instances of those sales, the lands were so'd by uncertain boundaries: in fact by no boundaries at all in some cases. The clause then proceeds to make good and establish the Sheriff's deeds of the sales there-tofore made, whether sold by certain boundaries or not, and whe-ther the identical lands were leviced on or not-----in doing the it is not limited to deeds which were doubtful from these objections, or solves of them. but is a varees terms the section comprises There the identical lands were inviced on or man-in wonds into it in its not limited to decds which were doublind from these objections, or either of them, but in its express terms the section comprises "all decds' of conveyance executed for sales therefore made, and which relate to 'any lands whatsoever.' Now this Act position by requires such deeds to be registered. No its Act position in the valid unless they are duly registered. Neither the decen question, nor the transfer on the back to Mr. Whelan, is register ed, and therefore it is void. He knew that it would be said that the provisions of the Act applied, and were intended to apply, only to such lands as had been sold at such sales without having been laid off, and on which no actual levy had been made; but he would maintain that no person who was acquainted with the eir-cumstances competion the meaning of what he read, could consci-entionaly profess to entertain such a view of it. The object of the Act was evidently to compet all persons who had parchased lands, at Sheriff's sales, previously to 1845—in which year it passed— to record their decds; and to put all who had made such purcha-ses on the same footing, with respect to them. In the first section it anys, as follows: " " all decde of convergence executed by the Sheriff or Corener,

to record their deeds; and to put all who had made such parchases on the same footing, with respect to them. In the first section it mays, as follows:
"All deeds of conveyance executed by the Sheriff or Corener, or which shall which mix months after the passing of this Act, be so executed for sale already made, &c."
And in the 4th section, is in the following words, viz: "And pravided also, That no deed of any sale heretofore made, shall be deemed valid, who are such deed be accuted within six months after the passing of this Act, nor shall any such deed as aforesaid be valid before the same be duly registered."
Now, he understood, it was intended to be said that that applied only to deeds executed within six months from the passing of the same be duly registered." And provided also, That no deed of any sale heretofore made, shall be its meaning. The ben and learned member then read the section as if at steel in the Statute Book as follows: (The w. cds above in italics are those omitted by Mr. P. in this reading of the about itality and the deed be executed within six months after the passing of this Act; nor shall are such deed be executed within six months after the passing of this Act; nor shall are such deed as above in italics are those omitted by Mr. P. in this reading of the Act. The clause if it read this way might be said to limit the act of restimation to deeds that were accented within a given time of aix months after the passing of the Act. But, continued for the Law and the method which the act of restiments in the the status as aforesaid is the Law and the laws of the Law and there the passing of the Act. But, continue of the Law are antised as a foresaid is the state of the laws and the method and so which as a foresaid to the Law and there the passing of the Act. The verted of the Law are antised. There allows and the states, about is an above in the Act. The was clearly to the Law and the state.