COLONIAL LEGISLATURE.

HOUSE OF ASSEMBLY, Saturday, April 9, 1853.

NIEL DARRACH'S PETITION.

House in Committee on the Report of the Special Committee appointed to report on the Petition of Niel Darrach—Hon. Mr. Jardine in the Chair.

Mr. Montgomery. That the poor man (Darrach, the Petitioner) has been most cruelly crushed, on the one hand, and his interests shamefully sacrificed on the other; are facts, which, I think, must be quite evident to the mind of every one who has honestly enquired into the merits of the case, as they have been exhibited to the House. In the first place, Mr. Pope, the Agent and Attorney of the Plaintiffs "*makes oath that the Defendant is justly and truly indebted, to the Plaintiffs, in the sum of Thirty-four Pounds and upwards, for the arrears of a certain yearly Rent of Four Pounds three shillings and four pence, due and payable to the Plaintiffs, upon and by virtue of a certain Indenture of Lease, bearing date the 9th day of November, 1846;*" when, at the same time, there could not, when the action was commenced in 1851, have been, due under that Lease—although not one farthing had been paid on account of the yearly Rent reserved by it,—more than £20 16s. 8d.; that is the amount of five years' Rent. In the second place, the Attorney employed by the Defendant, had not only this fact fairly placed before him, but he had, besides, put into his hands Receipts for payments made, by the Defendant to the Plaintiffs, on account of Rent, after he had obtained his Lease; the evidence of which was sufficient to convince him that there could not possibly be due to the Plaintiffs, as arrears of Rent, under that Lease, more, at the very most, than £5 14s. 8d., even if the account for work amounting to £1 16s. 6d.; (for which there was no receipt) should be set aside; yet, with undeniable evidence before him that the whole arrears under the Lease, as claimed, could not possibly amount to more than £20 16s. 8d., and with the further evidence of the Receipts before him—of an almost conclusive nature that the Rents which had accrued under the Lease had all been discharged, with the exception of a balance of £3 18s. 2d., or £5 14s. 8d., at the very most, the Attorney consents that judgment shall be entered up against his client for £50. Surely these simple details of the case—the truth of which has not, and cannot be denied—are a sufficient justification of the Report of the Select Committee, and fully warrant the declaration that the Petitioner has not only been most rigorously and oppressively dealt with, but that the defence to the action was most unaccountably neglected or mismanaged and his interests, consequently, shamefully sacrificed.—When the action was about to be tried, the evidence of the Lease and of the Receipts was all in the hands of the Defendant's Attorney, in Court; but he, instead of availing himself of the means which it afforded him to protect the interests of his client, entered into an altercation with his client's agent (his son Archibald Darrach) about one of the Receipts which the Agent and Attorney of the Plaintiffs (Mr. Pope) had alleged to be a forgery, and manifested so strong a disposition to abandon the defence of the action, that the defendant's agent (his son) left the Court for the purpose of being some other lawyer or lawyers to take up the defence instead of Mr. Young. He, accordingly, sought out and fed Mr. Hensley and Mr. Longworth; but, when the former of these gentlemen went into the court for the purpose of taking up the defence, he found he was too late to act in it, for judgment had been confessed by Mr. Young. Now, it appears to me that nothing but the fullest conviction, on the part of the Counsel retained for the defendant, of the utter worthlessness and insufficiency of the evidence afforded by the Lease and the Receipts, as a ground of defence to the action, could have justified this abandonment of his client's interests by Mr. Young; but how any man of common judgment, much less a lawyer, could form such an estimate of that evidence, I really cannot imagine. Mr. Young's statement concerning the Receipts in his evidence before the Special Committee, is to the effect—That a number of Receipts were laid before him, by the agent of his client, two of which appeared to be for 1849, and were positively stated to be for that year by the said agent; but that it was afterwards clearly ascertained that one of the Receipts said to be for 1849 was for 1843:—that he (Mr. Young) then asked the agent (Archibald Darrach) to be candid with him, and tell him whether he had or had not altered the date of one of the Receipts from 1843 to 1849; and that he (Darrach) denied that he had made any alteration whatever in either of them, and maintained that both the Receipts in question were genuine Receipts for 1849, and that the payments had been made, on account of Rent, in that year; whereupon he (Mr. Young) expressed his conviction that he (Darrach) was attempting a fraudulent imposition, and warned him of the consequences if he should persist in it:—that then Darrach, seemingly very much displeased with him (Mr. Young), went out for the purpose of consulting some other lawyer; but that, after having advised with two others, he returned into Court, and authorised him, (Mr. Young) to confess to the action." Now, I think, that if the whole of the evidence, on which the Special Committee have made their Report, be taken into account, it will be found, that this statement cannot be altogether correct; but at any rate, I am satisfied that there cannot be found, in any of the facts of the case, any justification at all of the manner in which the defence of the action was abandoned by Mr. Young. He could scarcely, I think, have failed to perceive, even upon the most cursory examination of the documents put into his hands, that the amount of arrears due under the Lease could neither be £50, as confessed, nor yet £34 and upwards, as stated in the affidavit. Well then may it be said that the mode in which the defence of the action was managed, or rather mismanaged, is inexplicable. What follows upon this strange confession of judgment, is of a piece with what preceded it. Under this Judgment we accordingly find that an Execution is issued for £44 12s. 6d.; and, whilst the poor man is in jail on account of it, he is served with another process, being the commencement of a second action, for the recovery of further arrears of Rent, said to be due by him to the Plaintiffs but of which, as he is wholly illiterate, he knows not the import, nor does he at all comprehend it, until he is informed that another Judgment for arrears of Rent, to the amount of £37 12s. 6d., has been obtained against him. Now, with respect to this second action—setting aside all further consideration of the harshness of the first and the unaccountable confession which was made thereto—my belief is that neither the father nor the son had any due knowledge of its commencement, and consequently could not be prepared—whatever its injustice—to take any measures to defeat it; and I cannot persuade myself that, under such circumstances, the Judgment, which went by default, cannot—on a proper representation of those circumstances—be prevented. At any rate I am convinced that it is a case of extreme hardship, and imperatively demands redress in some way. It may, indeed, be very true, as has just been declared by the hon. and learned member for Charlottetown (Hon. Mr. Palmer), and I for one am very far from disputing it, that we have no power to deal with the Petitioner's case, so as either to set aside the judgments which were obtained against him, in the Supreme Court, or to put upon trial, before us, either one or both of the Attorneys who were concerned in the matter, however reprehensible we may consider the conduct of either or of both of them to have been. Still I do not, by any means, regret that the matter has been brought before us, and so far enquired into. On the contrary, I am glad that it was brought before the House, and I fully approve of the manner in which it has been investigated. Indeed, I think that hon. members generally must be satisfied with the course hitherto pursued, by the House, with respect to it; inasmuch as it has brought to light certain irregularities directly tending to the injury and oppression of tenants, and has afforded their representatives here an opportunity of giving free expression to their sentiments concerning such irregularities and their effects; all which, going forth to the public, in the reported debates of the House, cannot fail to afford such a warning as will operate for public good. Receipts for Rent are, I believe, too generally given in so indefinite and general a manner, as to make it quite impossible, from a mere consideration of the Receipts themselves, to say for what years or rents they are to be held Receipts; and, consequently, in the event of disputes between landlords and their tenants, such as that to which the Petition under our consideration has reference, such Receipts, instead of affording—as Receipts ought, and as proper Receipts would do—positive and undeniable evidence of specific payments, may be so shuffled and dealt with, as to be productive of positive injustice. The hon. and learned member for Charlottetown (Mr. Palmer), in his explanation of Capt. Cumberland's mode of dealing with his tenants, has told us that that gentleman was satisfied to allow old arrears to be liquidated at the convenience of his tenants, and by work, or in any other way they chose, provided they paid, yearly, a sum equal to the annual accruing rent: but if such was the mode in which Capt. Cumberland formerly dealt with his tenants, it has been proved to us, by indisputable evidence with respect to Darrach's case, that that mode of dealing with his tenants has not of late been uniformly adhered to. The evidence of Darrach's Receipts proves beyond a doubt that, from the time of his taking a Lease, he regularly paid the accruing Rent; and these Receipts also afford strong presumptive evidence that he was not held accountable to Capt. Cumberland for any arrears due at a period anterior to the date of his Lease; and yet he has been denied the protection which those Receipts ought to have afforded him; and deprived of his farm, on account of arrears of Rent which were neither proved against him, nor acknowledged by him to be due. By his Receipts it is made quite clear that, at the time the first action was commenced against him, he was not owing, under the covenant of his Lease, a larger sum than £3 18s. 2d.; and yet so unrelentingly has he been pursued, that at the advanced age of 73 years, he has been stripped of all he possessed, and turned out of his farm. For the support of the action there was no just or legal foundation; and, had it been properly defended, no such consequences could have proceeded from it. I have seen many cases of great hardship on the part of tenants; but this, I positively declare, is the very worst case of the kind I have ever become acquainted with.

Hon. Mr. Pope. I too have known many cases of alleged hardship on the part of tenants, in which the proceedings of landlords have been most loudly complained of: but, on due inquiry being made into them, I have never known them to be borne out by facts. In the present instance, it would appear that the Special Committee have given most willing credence to every thing that has been advanced in favor of the Petitioner, and which has appeared to them likely in any way to injure or tell against the other parties concerned. They appear to have been under the impression that they had found an opportunity to expose some irregularities in the professional practice of the Attorneys who have been employed in the case; and, to gratify their own private feelings, some of them at least may, I think, well be suspected of having resolved to make the most of it; and, if possible, thereby effectually to damage the professional reputation of those gentlemen. Hence the ready credence which they have given to the statements of a man who, for a fraudulent purpose, did his utmost to deceive his own Attorney; and the basing of their Report upon the evidence offered by that party, to the exclusion, from the body of it, of all that was advanced, before them, in opposition to the statements of that individual, by the Attorneys themselves. By their Report, the Special Committee particularly call attention to the fact that the Agent and Attorney of Capt. Cumberland made an Affidavit to the sum of £34 and upwards being due under the Lease; without, at the same time, setting forth any thing that had been stated before them in explanation of this evident error; and, even after having heard the hon. and learned member for Chalottetown (Mr. Palmer) state the object of an Affidavit, in such a case—which is merely to hold the party against whom it is made to bail—and point out the possibility of such an error on the part of the most upright legal practitioner, explaining at the same time, its unimportance, with respect to the issue of an action,—that error has been referred to, and insisted upon, in any thing but the spirit of candour and fairness. If the Affidavit had stated the amount due by the Defendant to be £54, instead of £34, it would have been right; and the reason why it was not so stated, as has already been explained by the hon. and learned member for Charlottetown, is, that the "5," in the statement of the account in Capt. Cumberland's Rent Book, was mistaken for a "3." I have lately seen and examined the statement of the account in question, in that Book; and it clearly shews, as has been already clearly stated and explained,—That the first year's rent, under the Lease, became due on 1st January, 1847, when the tenant was charged in the account—the debit side of which shewed a balance of £50 and upwards—with one year's rent and land-tax: that, up to January, 1851, debits were entered, as the rent became due, in the same manner: and that the tenant was credited, generally, with the amounts paid by him, by placing them, not to the credit of a particular year, but to the credit of the whole account. Thus, after the tenant had received credit, in the account, for all the payments made by him after he got his Lease, there was a balance of £54 and upwards, due by him, to Capt. Cumberland, at the time the action was commenced. It is, therefore, quite plain that the only real error in the proceeding was the having stated the arrears due at the sum of "£34 and upwards" instead of "£54 and upwards;" and that this error in the foundation of the first action, necessitated a second. As the case is set forth, by the Special Committee, in their Report, and as it is now insisted upon, by hon. members who have chosen to constitute themselves the advocates of the Petitioner, it is nothing but an ex parte and exaggerated statement. It has just been said that the Petitioner has been deprived of all he possessed and turned out of his farm. But this is not true. The facts, on the contrary, are, that executions were issued for the amount of the two judgments obtained against him—£60 or £70, with expenses; and that, to settle the claim, he was allowed to surrender his Lease, on condition that his farm should be re-let to his son, at an increased rent, so as to admit of the gradual extinction of the said judgments; which being effected, his farm is to revert to its previous original rent. Surely no impartial person will pretend to say that there was any hardship in this proceeding, which, evidently, was dictated not only by a due regard for the interests of the landlord, but also by a very merciful consideration of the circumstances of the defendant and his family. The Special Committee have manifested an undue desire to censure the landlord's attorney in this case; and their desire has met with equally undue encouragement on the part of some hon. members of this Committee. This House, surely, ought to have known that this is a matter with which they have no right to interfere. They ought, surely, to have known that an Attorney is always bound fairly to protect the interests of his client, to the utmost of his power; and they ought, I think, also to have been able to distinguish between a legitimate and honorable course, adopted for such a purpose, and one which would have been the reverse. If the Attorneys employed in this business have done wrong; if, by the one, or the other of them, there has been any undue advantage taken, or exaction made; or if there has been any collusion between them; let it be fairly established against them in the Supreme Court, which has full power to call them to account, and punish them, if guilty. This House possesses no such power. They may, indeed, show their teeth, but they cannot bite; and, however strong a desire they may manifest to make either the Attorney of Capt. Cumberland, or Capt. Cumberland himself, sensible of their disapprobation, and the severity with which, on account of the proceedings in this matter, they would deal with one or both of them, if they could, these gentlemen will only laugh at them and the impotence of their designs. What do either the Attorney or Capt. Cumberland care for the interference of the House of Assembly in a matter of private business like that before us? Why, just nothing at all: and, if the House do not wish to make fools of themselves, they will be advised, and, at once, desist from the further consideration of it. However, if they will proceed, I move that the evidence given before the Special Committee be now read, to the end that, as far as possible, the Report may be devested of its *ex parte* character. With respect to the Receipts, I wish to call the attention of the Committee to the fact that they are not all granted to the same person; and that, in this particular, there is some discrepancy which has not been observed by the Special Committee, or, if observed, not pointed out by them. As to the attempt made by them to make it appear that these Receipts were all given, each for the year's rent last due at the time it was given, and that all given after the granting of the Lease were given on account of rents accruing under the Lease, and that, in fact, there were no arrears due, I maintain it is nothing but mere quibble. Indeed I believe there are not two members of this Committee who do not believe in the existence of the arrears, as stated, on the part of the landlord, to have been due to him at the commencement of the first action. How is it then, that so disingenuous a course as that adopted by the Special Committee, in their Report, receives so much countenance from the House? I have been a land-agent for twenty-five years; and, with respect to tenants in arrear of rents, I have often acted in precisely the same manner as Capt. Cumberland appears to have done, with respect to Darrach, up to the time when the first action was commenced against him. I have often said, to a tenant so circumstanced, "You must, every year, pay a year's rent at any rate, whatever time I may allow for clearing off the whole amount of arrears;" and I have given him a Receipt for a year's rent accordingly, placing it to his general credit, in his account. It is possible, I admit, that the Petitioner may, as respects the whole matter referred to by his Petition, have suffered some wrong; but, with respect to the statement of account which is appended to the Report of the Special Committee, it is little better than a mere fabrication. In their Report, the Special Committee notice the Receipts produced on behalf of the Petitioner; and, in their statement of account, they give him credit for them, on account of rents accruing under his Lease; but they do not say a word about the arrears which were due at the time the Lease was given; and they entirely pass over the conditions on which the Lease was surrendered and a new one given, and the understanding that the old Lease is to be restored, on the liquidation of the arrears by means of the payment of the increased rent under the new Lease. And why, I ask, have they acted in this disingenuous and partial manner? Not, I think it may be fairly answered, because it will tend to redress any wrong which the Petitioner may have sustained; but that, thereby, a prejudice may be excited against the landlord and the lawyers. (*To be continued.*)

Correction of an Error inadvertantly made in the first part of this Report.

[*The Report of the Special Committee*, as published at the commencement of the Report of this Debate, is not the Report as it proceeded from the Special Committee, but the Report as it was amended in Committee of the whole House. The amendment was in the last paragraph of the Report. That paragraph originally stood thus: "*Your Committee therefore recommend the case of the Petitioner to the favorable consideration of the House, either by granting him a sum of money to enable him to bring the matter fully before the Supreme Court or otherwise.*" To this recommendation the whole of the Special Committee agreed; and they all signed it. In Committee of the whole House this recommendation, however, was changed *to the recommending, a Grant of 50 acres of land to be made to the Petitioner*; and, as the amendment was opposed, to the last, by Mr. Longworth, a member of the Special Committee, his name ought not to have been printed after the Report as published in its amended form.]

R. B. Irving, Reporter.

Rabbi Joshua once met a boy who carried something in a covered vessel. "My boy," said the Rabbi, "what have you in your covered vessel?" "If it was intended for you to know," replied the boy, "it would not be covered."

There is a hog on exhibition at Cincinnati, of such size and fatness, that Professor Sourcrindyke says that if his tail were lighted and kept properly trimmed, he would burn for a year, and with such brilliancy as to light a large portion of the city. Where's your sperm whale now?

LATEST INTELLIGENCE.

MRS. H. B. STOWE AT STAFFORD-HOUSE.

On Saturday last a number of ladies and gentlemen assembled at Stafford-house, to welcome Mrs. H. B. Stowe to this country, and to give expression personally to the respect and admiration which are felt for that lady.

Among those present were observed—the Duke and Duchess of Sutherland, the Duke and Duchess of Argyll, the Earl and Countess of Shaftesbury, Lord John Russell, Lord Palmerston, the Earl of Carlisle, Right Hon. W. Gladstone, the Marquis of Lansdowne, the Archbishop of Dublin, Mrs. and Miss Whately, Lord Glenelg, the Rev. Dr. and Mrs. Cumming, Right Hon. T. B. Macaulay, John MacGregor, &c., &c.

The company on their arrival were ushered through the magnificent suite of rooms on the principal floor to the picture gallery at the east end, where the Duchess of Sutherland and a distinguished party received her guests. Mrs. Beecher Stowe, accompanied by her husband, Professor Stowe, her brother, and the Rev. M. Binney, with whom she is at present staying, was cordially welcomed by her Grace. Mrs. Stowe is rather below the middle size. She was neatly but plainly attired; and wearing no head-dress, her appearance formed a remarkable contrast with the numerous groups of ladies arrayed in all the brilliancy and variety of *demi toilette*.

The Duke of Sutherland having introduced Mrs. Stowe to the assembly, the following short address was read and presented to her by the Earl of Shaftesbury:

"Madam,—I am deputed by the Duchess of Sutherland, and the ladies of the two committees appointed to conduct The Address from the Women of England to the Women of America, on the subject of Slavery, to express the high gratification they feel in your presence amongst them this day. The address, which had received considerably more than half a million of the signatures of the women of Great Britain and Ireland, they have already transmitted to the United States, consigning it to the care of those whom you have nominated as fit and zealous persons to undertake the charge in your absence. The earnest desire of these committees, and indeed, we may say of the whole kingdom, is to cultivate the most friendly and affectionate relations between the two countries, and we cannot but believe that we are fostering such a feeling when we avow our deep admiration of an American lady who, blessed by the possession of vast genius and intellectual power, enjoys the still higher blessing that she devotes them to the glory of God, and the temporal and eternal interests of the human race."

Opening of the Dublin Exhibition.—The inauguration of the Great Industrial Exhibition of 1853 took place on Thursday, with all the pomp and circumstance which could lend a dignity and lustre to the occasion.

The alterations in the Steamer Great Britain.—This leviathan vessel is undergoing extensive alterations, which will more fully develop her excellent sailing and steaming qualities. In place of four masts, as heretofore, she will only have three, rigged as a full-rigged ship; and, instead of her two iron masts, she is having immense wooden ones substituted. Instead of the three-bladed screw, she is to be fitted with a new patent one (Griffith's.) She is to sail again for Australia in June.

The Mammoth steamer.—We have been favoured by a friend with the dimensions of the iron steamer about to be built by Mr. Scott Russell for the Eastern Steam Navigation Company. She is to be 620 feet long, 190 feet beam, 5,000 horsepower, and 12,000 tons burthen. She is to be propelled by four paddles and a screw. The horse-power will be proportioned as follows:—2,000 for the screw, 2,000 for the midship paddle wheels, and 2,000 for the fore paddle-wheels. The engines, which have already been contracted for, are to be constructed immediately.—*Liverpool Albion.*

A landed proprietor in the neighbourhood of Hyeres has succeeded in cultivating the tallow-tree, common in China. A white substance which surrounds the stone of its fruit has all the appearance, smell, and burning qualities of tallow.

A Deputation from the Oriential Gas Company was received on Friday at the India-house, on the subject of lighting the Presidencies of India with gas, and encouragement, it is said, was given to proceed as rapidly as possible.

On Christmas-day, at the principal Wesleyan chapel in Melbourne, Australia, £2,600 was collected in aid of a fund now being raised for sending to England for iron chapels, to be erected at the "diggings."

A watchmaker of Stonehaven, named Mr. A. Collison, has constructed a timepiece, not much larger than a common watch which is equal for correct timekeeping to a chronometer, and which goes for eight days.

A new invention for producing beer in a stone-like mass has been discovered in Bohemia. On infusion in water it dissolves, and froths up into a palatable beverage. Several English houses have turned their attention to it.

Lieut. Herndon, in his recent voyage down the Amazon, fell in with a New England blacksmith on the head waters, who gave him the following account of the insulated situation of the Andean republics:—

"A trader at New York buys 4 yards of brown cotton, for which he pays 25 cents. He ships it round Cape Horn to Callao, where it pays custom-house duty, and is sent to Lima by mule. On its arrival there, it has cost 50 cents. It is then sent by mule over the Andes, and in one year from New York, it arrives in Sarsaparilla country. There these 4 yards of cotton are exchanged for 100 pounds of sarsaparilla, which is worth $50 in New York. Now if these 4 yards of cotton, instead of being sent round Cape Horn, and over the Andes, were allowed to go up *the Amazon in a steamer*, the citizens of those republics, instead of getting 4 yards of cotton for 100lbs. of sarsaparilla, would get over 200 yards. This is one item to show the immense benefits of a free navigation of the Amazon."

Great Speed—A Black Hawk Colt against the World. On the 10th inst., on the Long Island Union track, the Black Hawk colt "Ethan Allen," only three years old, trotted in harness against a mare that had challenged the world. The Black Hawk colt was easily, *making the best time on record*, age considered. Mile heats three times, as follows: 2:35—2:39—2:41. This we believe is without a parallel in the history of the turf. Offers were made on the ground for the "Ethan Allen" as high as $6000.—[Lowell Courier.

At Philadelphia a young white woman, after reading Shakspeare's *Othello*, fancying herself to be another *Desdemona*, eloped with a "Moor of Venice" in the shape of a black servant.

Accident to Professer Liebig and the Queen of Bavaria.—A correspondent, dating Munich, April 10th writes:—"Leibig was last night giving a lecture on chemistry at the palace, before Queen Maria, the ex-king Louis, and his Queen Therese, and the younger branches of the royal family, when a bottle of oxygen gas being improperly handed to him by his assistant, who mistook it for another bottle, an explosion took place, and the bottle flew into a thousand pieces. Fortunately the explosion occurred in an inner room, the door which was open. Still some fragments of the glass passed through the door, and slightly wounded some members of the royal party who were sitting in the front rank. Queen Theresa was cut in the cheek, and the blood flowed in abundance; Leopold was slightly wonded in the forehead, Countess Luxburg in the chin, and Countess Sandizell in the head. None of these wounds will be of any consequence. The professer was also slightly injured, having escaped with his life by a sort of miracle."

Ships-of-war in Halifax Harbor.—*Cumberland*, 70, Capt. Seymour, Flag of Sir G. F. Seymour; *Vestal*, 26, Capt. Hamilton; *Basilisk*, 6, steam-sloop, Com. Hon. F. Egerton; *Argus*, 6, steam-sloop, Com. Purvis; *Pyramus*, 2, Receiving Ship; *Espiegle*, 12, sloop, Com. Hancock.

NEWFOUNDLAND.

The Legislature continued in Session; some of the papers censure the Assembly for protracting the business of the colony; while, on the other hand, the House blame the Council for the delay. Even the Revenue Bill has not yet been disposed of. A motion has been made in the House to impose an export duty on fish, oil and seal skins. The Governor has assented to the address of the Legislature appropriating the sum of £550 for the protection of the Fisheries, and promised measures for carrying into effect the contemplated service. The amendment in the Council proposes to increase the Representation to twenty-eight instead of twenty-six.

The people of St. Johns have been startled by intelligence, from a private source, to the effect that the British Government contemplates ceding the valuable fishing station of Belle Isle, on the South Eastern coast of the colony, to the French! the scene of Gallic encroachments, and about the protection of which so much anxiety has been expressed and so much money expended. The merchants, traders, &c., have presented a petition to the Assembly, which was most cordially supported by the members. Mr. Little intended to move an address to the Queen on the subject. The St. Johns' *Patriot* says:—If this rumour be true, the Parent Government may as well cede the whole colony to France, people and all, for if our Fishery Grounds are thus to be plundered from us, the people may go along with them; certainly if this be the treatment we are to receive at the hands of the British Government, the link which binds our loyalty is all but snapped. We do not, however, give implicit credit to this serious report It is said to have emanated from some French vessel on its way to St. Pierres, the master of which have further averred, to confirm his statement, that materials for a stupendous Break-water at Belle Isle had been prepard, and sent on to the station.

HASZARD'S GAZETTE.

Wednesday, June 1, 1853.

Public Meeting to petition Her Majesty against the contemplated withdrawal of the Troops from Garrison duty in this Island.

In pursuance of the object of the Requisition to the High Sheriff of Queen's County, John Binns, Esquire, which we published in our last; a Public Meeting was held, this day, in the Court House, in Charlottetown, John Binns, Esq., High Sheriff, in the Chair.

On motion Theophilus Desbrisay, Esq., was appointed Secretary to the Meeting.

The business of the Meeting was opened by a very sensible and appropriate Speech, delivered by the Hon. Edward Palmer, M. P. P., in which, after setting forth the advantages to the Colony at large which resulted from the occupation of our Garrison by a military detachment, and alluding to the evils which might result from its discontinuance, the hon. and learned gentleman counselled unanimity and the suppression of all mere party feeling; and, then, concluded by moving the following Resolution, which, having been seconded by W. Douse, Esq., M. P. P., was unanimously adopted by the Meeting.

Resolved, That this Meeting views with extreme regret the Despatch from Her Majesty's Colonial Minister, the Duke of Newcastle, recently published in this Colony, by which it appears that the Troops hitherto stationed in the Garrison, are, at an early day, to be withdrawn from the Colony; Therefore, that a Committee be now appointed to draw up an humble Address to Her Majesty, praying, for reasons to be therein given, that Her Majesty will be pleased not to withdraw the said Troops from the Colony.

A Committee was then appointed composed of Hon. Mr. Palmer, Hon. Capt. Swabey, James Duncan, Esq., Mr. W. Mutch, Mr. George Beer, J. H. Conroy, Esq., Mr. James M'Callum, Geo. Wright, Esq., and T. B. Tremain, Esq.

The Committee then withdrew to prepare a Draft Address, in accordance with the above Resolution. Having done so, they returned to the Court House, and submitted their Draft, which, having been approved of by the meeting, was ordered to be left at the Apothecary's Hall, to receive signatures.

On motion of J. H. Conroy Esq., it was also ordered, that Copies of the Address be forwarded to different parts of the County, to receive signatures.

The Committee which prepared the Address was then appointed a Committee to prepare an Address to His Excellency the Lieutenant Governor, praying His Excellency to be pleased to forward the Address to the Queen, to be laid at Her Majesty's feet.

On motion of the Hon. Edward Palmer, M. P. P., the High Sheriff left the Chair, and it was taken by Hon. Capt. Swabey; and then, also on motion of the hon. and learned gentleman, Mr. Palmer, the thanks of the Meeting were voted to the High Sheriff, John Binns, Esq. for the promptness with which he called the Meeting, and his efficient conduct in the Chair; and the Meeting then terminated.

John Lawson, Esq., Hon. Mr. Coles, Hon. Capt. Swabey, and W. Douse, Esq., also severally addressed the Chairman, on the subject of the Resolution; and we expect to be able to give outlines of their Speeches, as well as the Address to Her Majesty, in our next number.

☞ The Steamer Fairy Queen arrived this morning from Shediac and Bedeque, and sailed again for Pictou.

(For Hazard's Gazette.)

Mr. Editor, Sir;

It has been said that a Bank woul
the people of Charlottetown. This,
mistake. I saw a man from the c
week offer an acceptance of Mr.
days over due, for 3½ per cent discou
at that rate unable to obtain the m
man had travelled some twenty or
on purpose to obtain the money, a
wanted it to purchase seed and la
a crop. Would the interest on th
of money be anything like an equiv
want of it! even at the discount r
this private banking establishment.

Merchants, traders and farmers,
beginning to feel the want in real
to consider the benefits that would
the establishment of a Bank of i
count, let them then come forwar
capitalists to join them in formin
and obtaining a charter from the
Most of our honorable capitalists a
engage in it, but there seems to be
our Merchants, and it is not to be
capitalists will take hold of an
for those who will receive the chie
it. I hope, Mr. Editor, that you
some information on this subject a
minds of the community to take
matter. I am your obedient serva

To the Editor of Hazard's

The traffic in Intoxicating Liqu
separated from its consequences.

Such are the weaknesses and fr
len men, that if temptations are th
way, they are too apt to fall into
this case (as facts prove) they h
lamentable extent; and from the
the past, we come to the legitimat
that the same effects will still fol
cause—can we innocently contin
if we know it to be productive
amount of evil—shall we strive
selves by saying, if we do not, oth

There is a wide difference betwe
remove evil and promoting evil.

I could give the names of severa
merchants, in this Town, who hav
business, from a persuasion that
putable and injurious. One of t
that the only thing he has cause
of, since he came to the Island, is
imported some rum and sent it in
to be sold.

The suppression of the Liquor
Island, as every thinking man and
see, would be of incalculable bene
great reform question of the day,
where, and those who oppose it,
be designated "Obstructionists.
brighter day is about to dawn on
tive isle, and that I may live to
mination that maketh desolate"

J

Charlottetown, May 28.

To the Editor of Hazzard's

Dear Sir,—I believe the new
causing a good deal of trouble in
the Island, where the people h
been careless in not having thei
fined. This part of the trouble sh
be thrown on the former Act, for
requisite that the bounds of eac
trict should be properly defined a
and if the people cannot agree
selves, and are not willing to
magistrate's decision, they should
in the Act, in this respect. Eve
not expect to have a School withi
his door: and, therefore, each ne
learn to use brotherly kindnes
another. But I believe, the peop
cause of complaint in not being
Teachers, and it is thought th
many Districts, will be without
gether. This is owing to the sm
remuneration for the Teachers'
not mean that a larger sum sh
from the Revenue, but that t
enable the people to assess th
farther sum to obtain the serv
Teacher, and give him power
same as the Law at present sta
settlement should wish to give
sum for a superior Teacher, he
the honor of the people, as he is
cluded from recovering it by Law
of the defects in the Law, which
remedied.

I hear a great deal of trou
Teachers and parents, by a wan
in the Books which are purchas
so great a variety is now offered,
possessing the same merits and
in their compilation, which ren
ble for them to make classes. T
requires to be represented to the
cation, to get them to move in
as anything that is everybody
nobody's, it yet remains to be
are now being purchased, so tha
is done the better, teachers will
order, parents what to buy,
what Books to procure for sale.

Cavendish, May 24th 1853.

(For Hazzard's Gazett

Mr. Hazzard;

Sir,—Can you inform us throu
of your widely circulated Gaze
templated by the 22d. sectio
Education Act, which prescrib
gagements to teach Schools sha
tween the Trustees and the T
mean, that the Trustees can en
on their own responsibility; eve
tants may be opposed to him;
the Trustees of a School impos
a teacher to whom the people
merely because he may be a frie
of theirs! As the subject is o
troversy throughout the cou
thrown upon it would set at r
of agitation going on at pres
where teachers are engaged, w
currence and approbation of th

Three Rivers, May 31st, 185

[There is no doubt, it is the
Education Act, that the selectio
in each District shall be in the
time being. For the present
opinion, that if a District obtai
a competent Teacher *at all*, it m
fortunate, there being, at the pr
as we can learn, at least 50 or 6
to be unprovided. If an unpo
chosen at any time, it must
that it is the privilege of the In
two new Trustees, every July,
going out of office, which may
in the hands of the people at

The Steamer Rose arrived a
day from Pictou, with freight
She is to leave again on Friday