

[Observation made by witness, that he was not bound to answer questions affecting himself.]

Q. Are you a Land Agent, and for whom?

A. I am the Agent of my father-in-law, Mr. Cunard.

Q. Have you been among the tenantry on lands claimed by him (Mr. Cunard)?

A. I have been amongst some of his tenants. I have not been through all his estates.

Q. Have you settled any persons on the lands, and on what terms?

A. I have given leases for about Eight Thousand acres this last year—Leases, or Agreements for Leases. They were not all new settlers; some were persons who had been living there for some time, and had paid rent, but had no Leases. Some were new settlers.

Q. Have the tenantry paid their rents, or are they in arrear for the same?

A. I gave up a large portion of arrears of rent—I forget how much, but I think about Two thousand pounds—at Cascumpeque, and took notes of hand for what I conceived they were able to pay, which amounted, in the whole, to but a small sum. Some of these notes are paid—some are not yet due.

Q. On what Townships?

A. On Nos. 2, 4, 5, and 6.

Q. Did you, in some instances, forgive the half?

A. Yes.

Q. Did you, in any case, forgive the whole?

A. No—not in any case, the whole.

Q. In whose name were these promissory notes taken?

A. They were taken payable to Mr. Cunard.

Q. On what terms were these tenants or occupiers settled?

A. Those who had been there a number of years, on Leases of Nine hundred and ninety-nine years, at one shilling, sterling, per acre.

Q. What do you consider to be one shilling sterling?

A. I add one-ninth to the currency of the Island, and I consider this makes a sum in currency equivalent to the sterling.

Q. If Five pounds, sterling, be the rent of a farm, what sum in currency will be equivalent thereto, for payment of the rent of the Leases you have given?

A. Five pounds eleven shillings and two pence, or thereabouts, of the currency of this Island.

Q. If the matter be gone to the rigour?

A. Then I would not feel obliged to take the currency. I would take Dollars at five shillings, and add one-ninth—that is, I would take £5 11s. 2d. in dollars at five shillings.

Q. Is the Committee to understand that the tenants under your leases must pay in dollars at 5s.

A. I do take, at present, all moneys current in the Island, but could enforce a legal tender, as before explained.

Q. What does the Lessor reserve in these leases besides rent?

A. I reserve the Timber fit for shipping, ship-building and exportation, and the tenant has right to take all the timber for anything he wants on the farm, but not to sell it?

Q. If the tenant, under one of these Leases, were to make from the wood on the farm, and to sell off the farm, five thousand Shingles, would that be a breach of the Lease?

A. It would not.

Q. Would he have to pay to the proprietor for stumpage for such timber?

A. I would not ask it.

Q. Would you consider it a trespass?

A. I would not.

Q. In the condition of these Leases, is the tenant bound to allow the proprietor to draw said reserved timber through the land leased?

A. Yes, so as the proprietor do not interfere with or injure cultivated land.

Q. Is that stated in the lease?

A. Yes.

Q. What is the reason for taking promissory notes from the tenants?

A. I was giving up large sums of arrears of rents due to the former proprietor—I was settling with them for arrears of rents due to a former proprietor—this alludes so far as to giving up rents at Cascumpeque.

Q. Did the present proprietor purchase these arrears of rent?

A. He did, along with the land.

Q. Do the Leases you have granted include the Five hundred feet reserved for the fisheries?

A. Yes—I made no distinction.

Q. Have you brought any actions for rent, and in whose name?

A. That is a question which I must decline answering, being an Attorney, and therefore sworn to secrecy. I am not allowed to divulge the business of my Clients.

Q. Have you any objection to transmit to the Committee a copy of the form of the Leases granted by you.

A. None. I will send one with great pleasure.

Q. Have you a Power of Attorney, or any authority to bring on actions in behalf of Messrs. Cave & Creek?

A. I conceive I have full power to use their name.

Q. And in their name do you consider you have full power to sustain an action in Court?

A. Yes, I do.

Q. What is your reason for bringing actions for rent to be tried in Queen's County, when the Lessee resides on the land leased, and that same is in King's County?

A. The reasons are two:—1st, That it is more convenient to try them in Queen's than in another County. 2d, That I doubt if a fair trial could be had in another County.

Q. What is your reason for believing that a fair trial could not be had in another County than Queen's County?

A. Because I believe that a few individuals have instigated the people to resist the payment of their rents,