

# The Examiner

## A WEEKLY JOURNAL OF POLITICAL, LITERATURE AND NEWS.

"This is true Liberty, when Freeborn Men, having to advise the Public, may speak free."—Euripides.

VOL. XXII.

CHARLOTTETOWN, PRINCE EDWARD ISLAND, MONDAY, JUNE 5, 1871.

[NO. 23]

**The Examiner**  
IS PRINTED EVERY MONDAY BY  
**P. R. BOWERS,**  
AT HIS OFFICE, DORCHESTER STREET,  
A few doors West of the Catholic  
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Twelve shillings when not paid in  
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WE will send the "Examiner" for 1871,  
and any one of the following period-  
icals at the annexed rates, payable in ad-  
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do Tribune,	1 3 0
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We can supply any of the English, American,  
or Colonial Publications, at the lowest cash  
rates. P. R. BOWERS.

**Business Cards.**

**CARD.**  
**JAMES BEAIRSTO, M. D.,**  
**Physician & Surgeon,**  
OFFICE AND RESIDENCE:  
MRS. DEWAR'S, KING STREET,  
CHARLOTTETOWN, P. E. ISLAND.  
May 15, 1871. i. a. p. h. t.

**WILLIAM JAMES HENEY,**  
**AUCTIONEER,**  
**General Broker, Accountant**  
AND  
**COMMISSION AGENT.**  
CENTRAL STREET,  
Summerside, P. E. Island. 17.

**COLFORD BROS.,**  
Importers and Dealers in  
**TOBACCO,**  
**CIGARS,**  
and Smokers Articles,  
HALIFAX, N. S.  
May 1, 1871. 17

**HENRY J. GAFFNEY, M. D.,**  
**PHYSICIAN & SURGEON,**  
OFFICE IN  
North American Hotel,  
KENT STREET,  
Charlottetown, Aug. 3, 1870.

**MR. A. SMYTHE,**  
**PROFESSOR OF MUSIC,**  
Has Removed his Academy to Water St.,  
(Opposite the late Telegraph Office.)  
Pianoforte and Melodeon Tuning punc-  
tually attended to.  
July 25, 1870. 17

**CARVELL BROTHERS,**  
**AUCTIONEERS,**  
**Commission Merchants,**  
AND  
**GENERAL AGENTS,**  
BANK BUILDING, QUEEN STREET,  
Charlottetown, P. E. Island

**A. McNEILL,**  
**Reading Room Proprietor**  
**COMMISSION MERCHANT**  
AND  
**AUCTIONEER.**  
CHARLOTTETOWN.  
March 21, 1870. 17

**WILLIAM DODD,**  
**Commission Merchant and**  
**AUCTIONEER**  
QUEEN SQUARE,  
CHARLOTTETOWN, P. E. ISLAND

**H. HASZARD,**  
**Commission Merchant,**  
**GENERAL AGENT,**  
AND  
**AUCTIONEER**  
Upper, Queen Street,  
Charlottetown, P. E. I.

M. B.—Orders from abroad, and the country  
will receive prompt attention.  
April 26, 1869

**1871 Fresh Seeds. 1871**  
**GARDEN, AGRICULTURAL, and**  
**FLOWER SEEDS and BULBS.**

**INDIAN CORN**  
Grown by an experienced cultivator in  
CORNWALLIS. For Sale by  
**WM. R. WATSON.**  
City Drug Store, Victoria Building  
April 17, 1871.

**EGGS.**—I will pay the Highest Cash  
Price for any number of Eggs, at the Market  
House. **JAMES J. GAY.**  
Pownal Village, Lot 49.  
April 20, 1871.

**A RED SETTER DOG,** slightly lame,  
answers to the name of "Bran." Who-  
ever brings the same to Government House,  
or gives such information as may lead to his  
recovery, will be handsomely rewarded.  
Private Secretary's Office,  
April 17, 1871.

### Business Cards.

#### UNION HOUSE!

**Hurrah for the Railroad!**

THE Subscriber thankful to his friends  
and customers generally, for their patronage  
since his commencement in business in  
UNION HOUSE, Charlottetown, and in  
soliciting a continuance of the same, begs  
leave to inform the public that he has refitted  
the Union House at a LARGE COST in-  
side and out, and is now prepared to accom-  
modate the

**TRAVELLING PUBLIC.**  
and hopes to merit a share of Public Patronage  
if you want to be in the business part of  
Charlottetown, stay at the UNION HOUSE  
TERMS MODERATE.

**A FIRST-CLASS BARBER'S SHOP**  
in connection with the Hotel, where you will  
always find the Barber at his post. In con-  
nection with the above Hotel is an

**OYSTER SALOON.**  
fitted up in good style, second to none in the  
Province, where you can get Oysters done up in  
First Class Style,  
at any time up to 11 o'clock, p. m., Sundays  
excepted.

**CHOICE LIQUORS**  
of all kinds, the very best in the market, and  
attentive waiters always in attendance. Com-  
e! Come! But don't get off the track.

**JOHN S. O'NEILL,**  
Union House, Ch'town, }  
May 12, 1871. } 3m

#### Apothecaries' Hall,

The Old Stand, West Corner of Queen  
Square.  
ESTABLISHED, 1810.

By Steamer City of Cork from ENGLAND.  
Brigantine James from MONTREAL,  
and other recent arrivals, the undersigned  
has completed his importations for the winter,  
consisting of

**GENUINE DRUGS & CHEMICALS,**  
Dye Stuffs, Varnishes, Paints,  
Oils, Colors, &c.

**PATENT MEDICINES, PERFUMERY,**  
TOILET ARTICLES, &c., &c.

The whole of which will be sold at a small  
advance on cost.  
Special attention, by an experienced hand, to  
the preparation by day and night of Physicians  
prescriptions and private recipes.

**T. DESBRISAY,**  
Charlottetown, Jan. 2, 1871.

#### A. HERMANS,

**Bell-Hanger, Gun and Tin-Smith,**  
Dorchester Street,  
(Next to "Examiner" Office.)

**BEGS** to return his thanks to the general  
public for the liberal patronage extended to  
him since his commencement in business,  
and asks for a continuance of the same. He  
keeps constantly on hand

**A neat Assortment of**  
**TINWARE, KITCHEN UTENSILS**  
**&c., &c., &c.**

ALL ORDERS in the above BUSINESS  
will be punctually attended to.  
Having lately made large purchases in the  
Cheapest Markets, intended for House Builders,  
such as

**Gas Fitting, Water Closets,**  
**Bell Fittings, &c., &c.**

I AM prepared to SELL THEM at RATES  
AS LOW AS CAN BE HAD IN THE CITY,  
and will fit them up in a good workmanlike style.  
To a generous public, I would say, that all  
orders in THIS BRANCH of MY BUSI-  
NESS will be attended to with D-SPATCH.  
A Lot of First Class WATER COOLERS on  
hand.

**SAYER'S RYDAL BLUE,**  
Sold Cheaper than ever.  
July 12, 1869

#### POWELL NURSERY.

**Fruit & Ornamental Trees, &c.**  
THE Subscriber will offer for Sale, in their  
proper season, the following

**FRUIT TREES!**  
800 Grafted Apple, of 7 different hardy kinds,  
at 24s. per doz, a part of which are from  
Cornwallis, N. S.; 50 Crab Apple Trees, at  
3s. each; 1000 Ungrafted or Seedling Ap-  
ple, raised from the Baldwin Apple Seed.  
These are sure to be hardy, and will yield  
fruit, after their kind, are from 5 to 7 feet  
high; sold at 10s. to 12s. per doz. 300  
Large Blue Plum Trees, and a few Green  
Gages, as good as can be had on the Island,  
9s. to 12s. per doz. A few dozen Red  
Cherry, 1s. each; 500 Black Currant  
Bushes, 6s. per dozen.

**ORNAMENTAL!**  
700 Lombardy Poplars, 6s. to 9s. per dozen  
I expect a few dozen of Oak Trees.

**GARDEN & OTHER SEEDS!**  
Also, a large variety of different kinds  
of Seeds, suitable for Market or  
private Gardens.

(See Catalogues of Seeds and Trees).  
The above will be offered for sale at the Sub-  
scriber's, and at his large Double Stall  
in the Market House, Charlottetown,  
on Market Days.

Orders sent will be thankfully received and  
attended to  
In regard to Cabbage and other Plants, I am  
making preparations to supply the Mar-  
ket boxed as last year, having 20  
lbs. of select Seeds in reserve for  
that purpose.

**HANDBILLS and POSTERS**  
printed at EXAMINER Office.

### Insurance.

**The Travellers' Insurance Comp'y,**  
OF HARTFORD, CON.

Cash Assets - - - - \$1,600,000.

Grants everything desirable in  
**LIFE & ACCIDENT INSURANCE**  
ON THE MOST FAVORABLE TERMS.

**Accident Department.**  
THE Travellers' Insurance Company, in its  
Accident Department, is a General Accident  
Insurance Company, granting policies of Insurance  
against Death or wholly disabling Injury by Ac-  
cident to men of all trades, professions, and occu-  
pations, at rates within the reach of all. It in-  
sures against accidents by fire, machinery, accidents  
from the use of tools and implements, accidents  
that occur in the usual and lawful avocations of  
life, as well as accidents by travel.

General Accident Policies are written for a term  
of one to twelve months each, and insure a sum of  
\$500 to \$10,000 against Death by Accident, and \$500  
to \$5,000 weekly indemnity for wholly disabling In-  
jury by accident, not to exceed twenty-six weeks  
for any one accident, at an annual cost of \$5 to  
\$10 per thousand for occupations not specially  
hazardous. Hazardous risks taken at higher rates.

**Life Department.**  
In its Life Department, the Travellers grants  
full Life and Endowment Policies, embracing the  
best features of the best companies, but without  
the complications or the uncertainties of the note  
and dividend. Its contract is a plain one, its se-  
curity is ample and unquestioned, and its rates of  
premium are exceedingly low. It prefers to do  
business on a cash basis, and thus gives its policy  
holders advantages not attainable under the credit  
system.

Premium system, the favorite low rate cash  
policy, the option of the insured.  
All policies non-forfeitable. Its ten, fifteen and  
twenty year policies can be converted into Endow-  
ments, at the option of the insured. This feature  
is original with this Company.

The Travellers' furnish everything desirable in  
either Life or Accident Insurance. It has issued  
25,000 general accident policies and Paid Four-  
teen Thousand Claims for death or injury by ac-  
cident; the amount thus returned to policy holders  
averaging about Seven Hundred Dollars a Day for  
every working day during the past seven years.  
In its Life Department it has written 11,000 poli-  
cies; and its Low Rate Cash Plan is steadily  
growing in favor with the insuring public.

**Example of Life Rates.**  
The holder of a policy for \$1000 will pay an an-  
nual premium of \$7.50, which will cost in most  
other companies very nearly \$20. Hence the ac-  
tuary's date of March 15, 1871, registers  
for \$1000 for the year 1871. This policy is  
charged by other companies for only \$1000, and  
the insurance take effect on the date of policy with-  
out waiting for bonus additions, which are uncer-  
tain, and at best require the assured to have a  
guarantee of life for a number of years in order to  
realize.

**Halifax Board of References:**  
Hon. W. A. Henry, Mayor.  
A. Tinkler, Esq., J. S. Mayor.  
T. G. Taylor, Esq., J. S. Mayor.  
C. G. Taylor, Esq., J. S. Mayor.  
W. N. Wickham, Esq., J. S. Mayor.  
W. N. Wickham, Esq., J. S. Mayor.

**Canada Board of References:**  
C. J. Brydges, Esq., Managing Director Grand  
Trunk Railway, Montreal.  
W. K. Muir, General Superintendent Great West-  
ern Railway, Hamilton.  
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al.  
Hon. Alexander Campbell, Commissioner of  
Crown Lands, Kingston.  
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Oscar Stearnship Company, Montreal.  
J. L. Beaudry, Esq., Mayor of Montreal.  
Edwin Atwater, Esq., Firm Atwater & Co.,  
Merchants and President Citizens' Insurance  
Co., Montreal.  
Henry Starnes, Esq., Manager Ontario Bank  
Montreal.  
James Johnson, Esq., Ex-President Provincial  
Exhibition, London.  
Application for Life or Accident Insurance are  
respectfully solicited.

General Agent for Maritime Provinces  
Office in McLeod's Buildings,  
No. 111 Hollis Street, Halifax. 3 m.

#### BOSTON STEAMERS!

ONE of the above Steamers will leave Bos-  
ton every SATURDAY for this Port, via  
Halifax and Canso, commencing on the 8th  
inst., and will continue until further notice.  
Returning, will leave Charlottetown every  
Thursday, at 12 o'clock, noon.

For Freight or Passage apply to  
**CARVELL BROS., Agents.**  
Ch'town, April 10, 1871. 17

#### 'Alhambra' & Commerce,

Summer Arrangement.  
**STEAMER**  
**HEATHER BELLE**

LEAVES MOUNT STEWART BRIDGE  
EVERY TUESDAY and SATURDAY  
morning at SEVEN o'clock, returning same  
days about THREE, P. M.

**Leaves Orwell**  
Every THURSDAY and FRIDAY morning at  
SEVEN o'clock, returning same days about  
THREE, P. M.

**Leaves Charlottetown for**  
**Crapaud**  
Every TUESDAY night or WEDNESDAY  
morning, according to the tide, returning same  
day.

By order,  
**F. W. HALES,**  
Secretary Steam Navigation Co.  
Ch'town, May 8, 1871.

#### THROUGH TICKETS

TO ALL PLACES IN  
**Canada, Western States, California,**  
**&c., &c.**

May be had at lowest rates, on application to  
**F. W. HALES,**  
Steam Navigation Company's Office,  
Lower Water Street,  
Ch'town, April 24, 1871.

#### Salt! Salt! Salt!

10,000 bushels Cadiz Salt.

THE Subscriber offers FOR SALE, im-  
mediately on arrival, in lots to suit pur-  
chasers, the Cargo of the Brigantine *Katka*,  
now on her way from Cadiz.

**GEORGE W. HOWLAND,**  
Cascoque, April 3, 1871. h s j 2 m

### SUPREME COURT.

Important Civil Suit, respecting the  
Right of Way and alleged Obstruction  
at the west end of Pownal Street.

THE CITY CORPORATION VS. J. S.  
CARVELL, ESQ.

RESPONDENT, MARSHALL FLYNN;  
APPELLANT, DANIEL DINN.

An Appeal Case from the Mayor's Court  
to the Supreme Court.

(CONTINUED.)  
Hon. Joseph Pope sworn. Examined by  
L. H. DAVIES. I know the property, it was  
the possession of the Ordnance Depart-  
ment. I remember the building of Pownal  
Street Wharf. It was commenced in 1843,  
and built in 1844. I remember the way it  
was originally commenced. I recollect hav-  
ing several conversations with Mr. McDonald  
who took an active part in the Ordinance  
project—that would include all the space  
of Pownal Street so that there would be no  
room between the continuation of Pownal  
Street and the wharf. The Ordnance De-  
partment used the property for keeping munitions  
of war, and they always had access to the  
wharf. When the line was first laid out for  
the wharf it was intended to be straight, and to  
join the Ordnance Wharf. There was a ves-  
sel lying alongside of the wharf after it was  
built, and she struck against two of the  
buttresses, driving the wharf to the westward.  
Two blocks were cut, and the wharf was  
curved. That was in 1853. The blocks were  
not piled up. The vessel upset the  
buttresses, and they were not re-placed in  
a right line. I do not know anything about  
the repairs the city was making last year  
upon it. It is in my recollection that the  
wharf was originally built by the Ordnance  
Department, and that I have heard of the  
Mayor's Court hearing the Mayor give any  
instructions. All I heard, was when he gave  
me 14 days imprisonment.

**Cross-examined by Mr. Longworth.** I was  
examined by Mr. Longworth. The first one I  
heard them say, was 84 feet from  
wharf. I heard Daniel Dinn say something  
about the wharf. I never measured it my-  
self. I think we left it 84 feet off the wharf  
when we finished it. I think if I had a horse  
to-morrow I could drive a load through it.  
I could not navigate through it. I have  
lived in town not a great while, about three  
years. I saw horses come up that way last  
winter, and a few the winter before. I never  
heard of horses coming up before that. I am  
not a farmer myself, and not in the habit of  
bringing in commodities that way.

**Cross-examined by Mr. Brecken.** I was  
examined by Mr. Brecken. I was examined  
the first survey in 1850 or 1851. I was  
not a regular surveyor. I had instructions to  
delimitate the wharf very particularly.  
This was made preparatory to making a plan  
of the City. I made another plan in 1868,  
showing the street and all Pownal Wharf. I  
ascertained the distance from Mr. Purdy's old  
breakwater and wharf. I think it was 21 feet.  
I do not know whether the old breakwater was  
there in 1851. At the end of the breakwater  
it is 27 1/2 feet to the line of the wharf. I do  
not think that any one would go there unless  
debarred from going any other place. I dare  
say the public have gone there. If you want  
to know anything about surveying, I can tell  
you. The distance from the edge of the wharf  
to the wharf is 9 feet on the ice. I do not  
know what it is now. I am aware that the  
ice shelves a good deal in winter time. It  
breaks up in cakes, and is never good along  
the wharf; everybody knows that. I do not  
know what that man says about a much closer  
than 6 feet to the wharf. I could see  
distinctly—was regulated by the line of the  
buildings. I saw that it was sufficiently clear  
of the line of the street. I have no doubt but  
that boats could come up that way to the  
wharf. The brush work is an obstruction to  
any one coming near the Mayor's Court.

**Cross-examined by Mr. E. Palmer.** I al-  
most know the facts myself that you have  
stated Mr. Pope, you say the object was to  
occupy the width of the street instead of  
only a part, as the wharf now does?  
Whose—It was intended to absorb the  
width of the street, so that the wharf would  
be commenced, and of course they pre-  
sented the case, and gave verdict accordingly.  
If this body be allowed to issue a summons at  
all, it must be under act of summary proceed-  
ings.

**MR. HODGSON.**—They have improperly used  
the Queen's name here, and pretend to sue  
under a grant indictment. They ordered it  
to be commenced, and of course they pre-  
sented the case, and gave verdict accordingly.  
If this body be allowed to issue a summons at  
all, it must be under act of summary proceed-  
ings.

**JUDGE HENNESSY.**—No man charged with  
committing an offence should be allowed to  
give evidence.  
**MR. HODGSON.**—There is an anomaly in this  
case. The defendant in this suit has been  
pre-judged, and never had an impartial trial.  
Such an unjust case is unparalleled in the  
jurisprudence of this Island, and under these  
circumstances I submit that the witness  
has a right to be heard. If not I would then  
press the point that the name of the Queen  
has been improperly used.

**MR. E. PALMER.**—I do not profess to be an  
Expert Crown Officer, but this I believe, that  
there is no process to put an execution in  
which the Queen's name is improperly used.  
Any person may use the Queen's name more  
especially in this Country than in Great  
Britain. The prosecution is just as good  
whether the name of the Queen is used as  
without it. The prosecutors name is put on  
the back of the writ, for this reason, that they  
have a right to ask the jury to find that the  
prosecution is carried on by public prac-  
tice. A prosecutor is not essential to a pro-  
secution, but simply a breach of the law.

**Daniel Dinn** was then dismissed without  
proceeding further.

**John Henry sworn.** Examined by Mr.  
Hodgson. I was working on the breakwater,  
and remember the first erection that was  
built. It was put up one day and torn down  
the next, by order of the Mayor as I under-  
stand. The breakwater was not out in a range  
with the street. I think the first breakwater  
was fully across the line of the street. It was  
a foot from the line of the street. I ranged  
it with the factory. I was employed there by  
Mr. Carvell. I think Merry pulled down the  
brush. I had instructions from James McLe-  
od not to come over the line of the street.  
The breakwater did not project at all. I  
think it was over 8 feet from the wharf.  
The wharf was considerably of a thoroughfare  
in winter. There were not many bu-  
sides those hauling shingles &c., from the fac-  
tory. Where the breakwater was there were  
various tracks on the ice.

**Cross-examined by Mr. Longworth.** I as-  
sisted in putting up the breakwater, and I  
measured to the wharf. I did not measure  
it for what purpose. I presume he meas-  
ured it clear of the projecting ends of the brush  
I cannot say whether the end was perpendicular  
—the idea was to put it up as square as  
possible, and I think the idea was followed  
out. There might have been a little twig or  
two projecting out at the end of the break-  
water. We were some days erecting it, and  
we completed it about the first of March, and  
it was torn down the next day. I reside occa-  
sionally in town. I have not been many years  
here. I know nothing about the travelling  
there only the past year. I think there was  
a depth of about 5 or 6 feet water at the end  
of the breakwater. There were several tracks  
there—cannot say that some tracks were more  
defined than others. Inside of the breakwater  
the lines would concentrate, but outside they  
would take different tracks. Before the  
breakwater was put up they passed up the  
west side of Pownal Street Wharf.

**James McDonald sworn.** I am in the em-  
ploy of Mr. Carvell, and gave orders to men  
to work on breakwater. I asked Mr. Carvell's  
opinion, and he told me to put 10 feet from  
the wharf, and to be sure to keep inside of the  
line of the houses. I did not think it neces-  
sary to follow the order strictly. The width  
was 84 feet from the bottom of the breakwater  
which was then on the ice. There was a big  
crack across which belonged up the ice. Daniel  
Dinn told me that they were pulling the  
breakwater down, and I told Mr. Carvell. He  
was in his office, and told me to let  
them pull away. It was not then finished.  
We built it up again, and put it 9 inches by  
my eye nearer to the wharf, for Mr. Carvell  
told me to move it out nearer to the wharf.  
I do not know more than I supposed the  
Mayor ordered it to be pulled down. I heard  
one or two men say that it was pulled down,  
and that it was the Mayor. I received no  
summons. The present breakwater at the top  
is not within line of the street. When we  
left the sticks might have slid out a little.

**Cross-examined by Mr. Longworth.** I have  
lived with Mr. Carvell about 2 years and know  
the place very well. I have seen the public  
travel that way last winter. I might have  
seen one or two before last winter. I have  
seen only one lighter come there to my know-  
ledge. The space between, at the top of the  
wharf is 8 feet 8 inches. In winter the ice  
shells off from the back—the ice does not fall  
so much as it used to. I have seen a light-  
er discharge at the wharf as at the off-side. If  
the ice kept level, a man could drive in with  
horse and sleigh pretty close to the wharf. I  
public had not so great facilities after the  
breakwater was put up as before. I measured  
the distance from the bottom of the break-  
water which was then on top of the ice, and  
found it 8 feet 9 inches.

**James Morgan sworn.** Examined by Mr. L.  
H. DAVIES. I was down at Mr. Carvell's fac-  
tory in last March. I remember the break-  
water when it was being built—got the first  
orders to work at it from James McDonald.  
I suppose we came within 8 feet or 9 feet to

some ground and made some fresh encroach-  
ments. The wharf is in some places more, than  
in the westward, and in some places less, than  
in 1868. The part opposite the breakwater was  
altered. The wharf encroached on the water  
1 foot from the wharf, and the alteration in  
1868 got the wharf to the westward.

In running the line, I took offsets every 50 feet  
from Purdy's house. Mr. Wright's plan  
would throw the line a little more to the east-  
ward, and the encroachments of the wharf  
would be still more. The breakwater is a  
little off the street. On an average the break-  
water is 8 feet from the outer edge of the piles  
to the wharf. The brush is about 18 inches  
to the westward of the line of the street,  
taking the range of the houses, and taking  
Wright's plan it would be two feet six inches.

**Cross-examined by Mr. Brecken.** When I  
made the first survey in 1850 or 1851, I was  
not a regular surveyor. I had instructions to  
delimitate the wharf very particularly.  
This was made preparatory to making a plan  
of the City. I made another plan in 1868,  
showing the street and all Pownal Wharf. I  
ascertained the distance from Mr. Purdy's old  
breakwater and wharf. I think it was 21 feet.  
I do not know whether the old breakwater was  
there in 1851. At the end of the breakwater  
it is 27 1/2 feet to the line of the wharf. I do  
not think that any one would go there unless  
debarred from going any other place. I dare  
say the public have gone there. If you want  
to know anything about surveying, I can tell  
you. The distance from the edge of the wharf  
to the wharf is 9 feet on the ice. I do not  
know what it is now. I am aware that the  
ice shelves a good deal in winter time. It  
breaks up in cakes, and is never good along  
the wharf; everybody knows that. I do not  
know what that man says about a much closer  
than 6 feet to the wharf. I could see  
distinctly—was regulated by the line of the  
buildings. I saw that it was sufficiently clear  
of the line of the street. I have no doubt but  
that boats could come up that way to the  
wharf. The brush work is an obstruction to  
any one coming near the Mayor's Court.

**Cross-examined by Mr. E. Palmer.** I al-  
most know the facts myself that you have  
stated Mr. Pope, you say the object was to  
occupy the width of the street instead of  
only a part, as the wharf now does?  
Whose—It was intended to absorb the  
width of the street, so that the wharf would  
be commenced, and of course they pre-  
sented the case, and gave verdict accordingly.  
If this body be allowed to issue a summons at  
all, it must be under act of summary proceed-  
ings.

**MR. HODGSON.**—They have improperly used  
the Queen's name here, and pretend to sue  
under a grant indictment. They ordered it  
to be commenced, and of course they pre-  
sented the case, and gave verdict accordingly.  
If this body be allowed to issue a summons at  
all, it must be under act of summary proceed-  
ings.

**JUDGE HENNESSY.**—No man charged with  
committing an offence should be allowed to  
give evidence.  
**MR. HODGSON.**—There is an anomaly in this  
case. The defendant in this suit has been  
pre-judged, and never had an impartial trial.  
Such an unjust case is unparalleled in the  
jurisprudence of this Island, and