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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 Palmer, Esquire, a Member of this House, against the Hon. Edward Whelan, also a Member of this House, during the debate, in Committee of the whole House, on the Lawyers' Bill on the 24 instant—Mr. FLYNN in the Chair.

The following Extract from the Journals of the House of the 24 March, instant, was read by the Chairman.

The Resolution was then read, and is as follows:—

"Whereas, Edward Palmer, Esq., a Member of this House, while the House was in Committee on the Lawyers' Bill, charged the Hon. Edward Whelan, a Member of the House, by implication, with being a Perjurer, by having taken his seat in this House without a qualification: "*Therefore Resolved*, That Mr. Palmer retract the implied accusation against Mr. Whelan, unless he is prepared to substantiate the same, and do apologize to this House for such unparliamentary and unfounded language; and that Mr. Whelan be required to apologize to the House, for the unbecoming language made use of by him in debate.

Mr. THORNTON, moved in amendment to the same, to leave out all after the word "whereas," and substitute the following.

"Edward Palmer, Esq., and the Hon. Edward Whelan, having in debate in Committee of the whole House, on the Lawyers' Bill, made use of unparliamentary language towards each other, and Edward Palmer, Esq., having, by implication, during the debate, accused the Hon. Edward Whelan, of Perjury, in taking his seat in this House without the legal qualification, and there appearing to this House, no foundation for this accusation, but inasmuch as the language was called forth by certain insinuations on the part of the Hon E. Whelan, which E. Palmer, Esq., understood as attacking the character of his late Father: *Therefore Resolved*, That the said Edward Palmer, Esq., and the Hon. Edward Whelan, do severally apologize to this House, and to each other, for their language used in debate this evening.

The House divided on the motion of amendment,

YEAS—Messrs. Thornton, Haviland, Montgomery, M'Aulay, Wightman, and Douse—6.

NAYS—Hons. Messrs. Coles, Pope, Warburton, Jardine; Messrs. Benson, Mooney, McNeill, Bovyer, Flynn, Lord, Fraser—11.

So it passed in the negative, and the question being then put on the main question. The House again divided as before.

YEAS—11.

NAYS—6.

So it was carried in the affirmative.

Mr. Palmer and the Hon. Mr. Whelan, who had retired, 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 House.

Mr. PALMER then stated, in his place, that if time is given him to procure witnesses, he is prepared to prove, that at the time Mr. Whelan took his Seat in the House, he was disqualified, he had already apologized to the House, and now did so again.

On motion of the Hon. Mr. POPE, *Ordered*, That Mr. PALMER 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. Whelan, 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.

ABSTRACT 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 Peace.*]

Mr. JOHN 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 also signed at the date of the deed. I am at a loss as to the date when the transfer was signed, as it was so 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 agreement. The deed was given away by him, but not signed in 1846. 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 Hon. Mr. Whelan. He could not say that the transfer was signed in 1847: it might, or it might not; but he rather thought not. The deed was handed over to Mr. Whelan, at the time the written agreement was entered into between him and Mr. Whelan. The Hon. Mr. Coles and the Hon. Mr. Warburton were present when the transfer was signed. The 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 relinquishment 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 *bona 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 recollection. 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. No money was paid down 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 shape whatever—no further than by his own bare word. The agreement did not secure him in any shape. The amount of the purchase was mentioned in 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 purchase money were paid by Mr. Whelan. He would swear 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 year—received part 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 to receive only £7 10s. for the land, after the time he made the agreement in 1846? The instalments of the purchase money were paid by the land when he had it but for a short time, £30, £40, and £45. £60 was his upset price. He sold it to Mr. Whelan for £50; but he told him that £60 was his price when he first spoke for it. He never paid the land himself. He thought, paying the land tax for it, he thought a couple of years since. He had a farm adjoining it, and he paid the tax for both at the same time. He charged Mr. Whelan with the tax with his knowledge. He had an understanding with Mr. Whelan to that effect. He did not think he paid the land tax for 1850; he was not certain. He did not enquire at the Receiver's Office whether the land tax was paid for the last year, 1851. The wafer seals on the transfer were placed on it in his presence; but he did not know by whom. It 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 recollect what price he got for the farms adjoining the land in question.

W. J. BOURKE, Esq. Sheriff 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 £5; the third hundred to J. D. Hassard, 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 were now owned by Mr. Whelan, a member of this 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 law, did so on the first 100 acres, in the name of the whole. He wished to state that he sold all the tracts by metes 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 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 Lot 37, sold at a Land Assessment 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 what was the value of the land he sold in 1850. Would consider that it was of more value in 1843, than in 1850, because 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-road. 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 timber 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 cut 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, he would not have allowed it to go for that sum. Could not say what was the value of it. It was like buying a pig in a poke. Soft wood land in that locality was as valuable 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, 20s. 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 in some parts—not much; in others bushes, and some longers. A good acre would produce 160, 260, or 500 logs; all would depend upon the growth. On an average he gave 1s. 6d. per log, delivered at the mill-dam. An acre might produce 5000 logers, if they cut double lengths. Believed they got 2s. per 100 for longers cut at the stump.

FRANCIS KELLY, Esq. He knew 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 land as far as he went. At the back did not appear to be of so bad a quality; but it was low and wet. 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. Hazard's, a good distance from it. It 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 land in the vicinity rented for, sterling, others at 1s. currency, per acre, in the wilderness state. Let some when he was an agent for £3 per 100 acres. It was no disadvantage to have softwood upon a farm, provided there was timber on it. It would add value in front 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, Esq. Had been upon the land in question. The front was swampy. Had gone over it about the centre. It appeared, as it descended from the boundary line of Lot 49, to the Hillsborough, to be more swampy and of less value. There was no access to it by any public road. He had had £30 offered for the land 100 acres and thought Mr. Whelan's might be valued at that rate. But as Mr. Mooney, 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 biased by political feeling: he came to give his evidence fairly and honestly.

HON. MR. 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 relinquishment of the widow's dower, and the transfer of the Deed were both signed in his presence. The date of the assignment appeared to be the 24th April, 1850, the time when the widow's dower was relinquished. The transfer of the Deed was executed at the same time that the dower was relinquished; but the agreement was dated 20th August, 1846.

MR. PATRICK MOONEY. 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 £30 for it. Was he had the management of it 58 trees 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 employed in cutting that he would not allow them to cut any more, for he said it was a tree. In his opinion Mr. Whelan's was much better land than Mr. Hazzard's. About 30 acres of Mr. Hazzard's was swamp. He valued some of the stumps on Mr. Whelan's land at 5s. 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 well covered with longers. The worth per acre, leaving out the swamp, was he thought about 15s. The wood alone, one acre with another, was worth 10s. an acre. If he had not thought it worth £50, he would not have offered that sum for it. His brother wished to buy the land, either in 1846 or 1847, and when he (the witness) applied to Mr. Dawson for it, Mr. Dawson told him that he had sold it to Mr. Whelan, and had nothing to do with it. Would not swear that 40 acres of it were hard wood, for he had never seen it measured. Had often seen soft wood growing on a hill. There were about 7 or 8 acres of the land swamp; may be more, may be less. When he offered Mr. Whelan £50 for the land, he would of course have paid him £60 for it: he did not expect him to go without paying for it. He had signed a Petition to obtain a road to those farms.

MR. PATRICK HUGHES. He had seen the 73 acres of land, owned by Mr. Whelan on Lot 37. Had never seen it measured. He had valued it at the same rate as his own near to it; 150 acres which he had sold for £90. There had been a considerable quantity of ship-yard timber cut upon Mr. Whelan's land no doubt; but he could form no correct idea of the accurate extent of the quantity. Could not say that any masts had been cut off it; but thought it quite as likely to afford them as Mr. Mooney's and his, which they held in partnership, and from which they had cut masts. They had sold masts and spars, from their land, at from £8 to 20s. There was a good road being made to the farms; and they expected that, in a little time, they would not even a road that winter was the first time he knew of any ship timber being cut on Mr. Whelan's land. Would swear that he considered Mr. Whelan's land as good as his own by going through it.

PATRICK HUGHES (recalled) He purchased his farm for thirty pounds, and sold it for ninety pounds; but he did not think he got full value for it if he wished to live on it. He always considered Mr. Whelan's land to be of an equally good quality with his. He had sold his 150 acres as he stated last night: he had not signed the deed yet: he had signed an agreement. He thought he had received about eleven pounds of the purchase money. 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 persons—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. Probably between twenty and thirty pounds during one winter. Some of it was sold at the stump, and more of it he and his partner manufactured and sold out. *Witness discharged.*

JAMES PYNNER, witness. I know the land that is called Mr. Whelan's. I have been on it frequently. My own land is along side of it. He gave thirty pounds for 50 acres. He would give fifty pounds for Mr. Whelan's if it was to be sold. About three years ago, he first knew that the land belonged to Mr. Wi elan: it was formerly called Dawson's land. I would think it is equal to the land I purchased along side of it. *Witness discharged.*

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 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, 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—

MR. PALMER commenced his address to the Committee, by protesting against their decision, that the evidence, on one side, having been heard, it was his duty at this stage of the proceeding, to advance whatever he might have further to say, in support of what he 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 member then proceeded to say, that besides the disadvantageous position in which he, in the character of a prosecutor, was placed by this determination of the Committee, a still further embarrassment was imposed upon him by the improper course, as he considered it, which the majority of the Committee had taken of the question then before them. They, very erroneously, as he conceived, assumed that he had undoubtedly proved that the hon. member, Mr. Whelan, had been guilty of perjury; and that should he fail to establish that charge, he (Mr. Palmer) would have to suffer the censure of the House. But that was not the position in which he was placed. If the House, or the assembly, at the origin of the question, considered themselves offended by the alteration, which had taken place between him and Mr. Whelan; and had passed a censure upon them both, and required, from both, the satisfactory apology which the hon. 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 alteration, but would refer to the Resolution of the House, by which that duty 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 was prepared to substantiate that assertion; and so terminated the functions of the first Committee of Privileges. Then a new Committee was appointed, before which he was allowed to adduce his witnesses in support of his assertion. These witnesses had been brought forward and examined; and it now remained for the Committee to determine whether he had made out his case. He submitted, 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 disadvantageous 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 was, whether he had succeeded in bringing home the charge of perjury 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 perjury; 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 represented 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. There ought, however, to be no mistake, about what was to be tried. Although, in the case as that Resolution, it was moved by the hon. the Treasurer that Mr. Whelan should produce his qualification. (Here the Hon. Mr. Pope said, "That is a mistake. I did not make the motion;" and then the Hon. Mr. Coles said, "It was I who made it." Well, continued the hon. and learned member, the motion was made, and, in consequence, the qualification was, the next day, placed upon the table. And what was it? It was a transfer of a Deed by endorsement, professing to convey all the title of the Grantee, Mr. John Dawson, to the premises therein mentioned. He thought he had already shewn, and he would again shew, that in that transfer, there was no title, on which Mr. Whelan could ground a qualification, when he took his seat in that House. He would next show that the Deed itself, was void by Statute, and, afterwards, he would make it clear, that even if the Deed had been given to Mr. Whelan, and the transfer of it to him signed, before he took his seat, it carried with it an immediate nullity, which would it impossible for it to constitute a qualification under the Act. The present Election Law was quite clear and explicit, with respect to what should be held to constitute a qualification. It required that a person should be in the actual possession of a freehold or Leasehold Estate, of the value of £50. But, before referring to that Law, he would say a few words with reference to the Election Law, in force in 1846. By that Law, a leasehold could qualify, on a leasehold estate, a real estate, or an equitable estate in lands; and, possibly, Mr. Whelan might have thought himself entitled to qualify under that Act; although, he (Mr. P.) had not, in any manner, give it as his opinion that he could. If at that time, Mr. Whelan had anything at all, on which to rest a qualification, it was an equitable estate; for if the instrument, produced as a qualification, could be taken to be true in its contents, it stated, that the transfer was made in pursuance of an agreement entered into in 1846; but there was no satisfactory evidence to shew that any such agreement had ever existed. If at the time, however, any such agreement actually existed, all that it gave to Mr. Whelan, was an equitable right: it never gave him a title to a real estate. Now, under that, it was possible that Mr. Whelan might so have construed the Election Law of 1846, as enabling him to qualify. But under the Election Law of 1848, the law of the land, when Mr. Whelan took his seat in the House, in 1850; the law of the land, when Mr. Whelan, on the nomination day at Georgetown, 29th January, 1850, swore to his qualification, the agreement to convey to him a certain real estate, if any such were 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 freehold or leasehold one, and in which two forms are distinctly set forth in the Act. He would now refer to the words which constituted the qualification. The hon. member then read 11 Vict., Cap. 21, Sect. 37, viz:—"That no person shall be capable of being

"elected a Member, &c., unless he shall be in the seizin or
"possession of a Freehold or Leasehold Estate within this
"Island, of the value of Fifty Pounds, previous to the date of
"his Election."

Section 58 requires the candidate to be so seized or possessed, twelve months before the teste of the writ of Election. Thus he must be in the seizin or possession of a Freehold Estate, or in the seizin or possession of a Leasehold Estate for that period. There was nothing, continued the hon. and learned member, obscure, or difficult, or enigmatical in that. Mr. Whelan could not claim a qualification, and a right to a seat in the House, in virtue of his possession of a freehold estate, of the value of £50; and to prove it, he put upon the table a Deed of 73 acres of land, transferred to him by endorsement not until on the 24th April, 1850. But it was on the 29th January, 1850, and again on the 5th March following that he swore, that that estate constituted his qualification, when such estate was not his, either in possession or seizen. If he (Mr. Whelan) had produced no qualification, it might have been difficult to say on what he had pretended to qualify on the nomination day; but he had produced an instrument, executed by, and by the evidence which it afforded, it was indubitably established, that he was neither in possession or in seizen of the estate conveyed by it, either when he took his qualification, on the nomination day, the 29th January, 1850, or when he afterwards, on the 5th March following, took his seat in the House. And the evidence of that fact, afforded by the instrument itself, was sustained by that of the first witness, the grantee, who had told the Committee that he had not executed the transfer or conveyance, until the 25th April, 1850, more than a month after Mr. Whelan had taken his seat in the House, and the oaths of qualification. There was no surmise, no imagination in this. It was stated by Mr. Dawson on his oath; and the statement was, in like manner, corroborated by the Hon. Mr. Coles. Well, had it been shewn that Mr. Whelan had possessed any qualification before that? Had it been shewn that he had been in possession of any freehold estate, before the 24th April, 1850, on which he had rested his previous qualification? No, it had not. It was idle, it was vain to ask the question. To every person of common under standing, who could read, it was plain that he was not either in seizen or possession, until the 24th April, 1850, of the freehold on which he had qualified, on the 29th January, 1850, and in virtue of which he had taken his seat in the House, on the 5th March following. Now, as there might be some non-professional gentlemen in the House, who might not clearly understand what was legally signified by the words "in possession" and "in seizen," he would take leave to explain them. "To be in possession of an estate," as it was most probable might have been said, was to be in the actual use, occupation and enjoyment of an estate; and "to be in seizen of an estate," was when the individual derived his title to it either by descent or inheritance, as where parents die and their estates descend by inheritance to their children, who would then have "seizen" of such estates, even before they had put a foot upon them. But observe, such estates must be freehold estates. It would be useless, he thought, to argue that Mr. Whelan had no such estate, either in possession or in seizen, in virtue of the agreement, which it had been said he had entered into for the purchase of land, on the 7th August, 1846, for his title to that estate could date only from the 24th April, 1850, when the transfer was executed by Mr. John Dawson. Now, that single transfer was sufficient to decide the question. It was so clearly established, as it had been, by the evidence of Mr. Dawson and the Hon. Mr. Coles, it would be a waste of words to argue further upon that point: it still, however, would do so if it was to be argued, he understood, that Mr. Whelan had in virtue of the agreement to purchase, which it was said had been entered into in 1846, been in possession of the freehold estate, at the date of the transfer, and exercising the right of ownership over them: but possession amounted to nothing until the Freehold was conveyed to him: and there was no evidence of possession of the possession at that date, or for several years afterwards. With respect to that agreement, he held it to be a fact worthy of remark, that it had not been produced. Why was it not? He did not, however, ask that it should be produced, if it was only as described by Mr. Coles, it amounted to nothing: he would assume it then to be in its nature what was described by the witness, viz: an agreement to convey, at a future time, a title to a Freehold estate at law. But, for argument's sake, he would suppose that the transfer itself had been made in the year 1846, and signed in the way in which it was said to have been made by Mr. Dawson, in their evidence: yet upon another and a totally different account, it was of no amount to nothing, as respected the creation of a freehold estate in Mr W. helan, or any one else, as he, (Mr. P.) would shew by a reference to the Act, 8 Vic. cap. 17. The Act was passed in 1845, in consequence of many persons complaining that they had purchased at Sheriff's sales, lands for non-payment of assessment, and could not obtain them. The hon. and learned member said he 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 therefore sold by the Sheriff or Coroner under the Land assessment sales, and that in many of the instances of those sales it was uncertain whether the Sheriff had actually first levied on the land sold; and in most of the instances of those sales, the lands were sold 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 therefore made, whether sold by certain boundaries or not, and whether he had actually levied on or not—in doing this it is not limited to deeds which were doubtful from these objections, or either of them, but in its express terms the section comprises *all deeds of conveyance executed by the Sheriff under that* and which relate to "any lands whatsoever." Now this Act positively requires such deeds to be *registered*, and declares they shall not be valid unless they are so registered. Neither deed in 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 circumstances connected with the passing of the Act, or who could read, and comprehend the meaning of what he read, could conscientiously profess to entertain such a view of it. The object of the Act was evidently to compel all persons who had purchased lands, at Sheriff's sales, previously to 1845—in which year it passed—to record their deeds; and to put all who had made such purchases on the same footing, with respect to them. In the first section it says, as follows:

"*All deeds* of conveyance executed by the Sheriff or Coroner,
or which shall within six months after the passing of this Act,
be so executed for sale thereof made, &c."

And in the 4th section, as in the following words, viz: "And provided also, That no deed of any sale heretofore made, shall be deemed valid, unless the deed be executed 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 insisted by some, that this applied only to deeds executed within six months from the passing of the Act; and, if read as he would read it, such, he would admit, would be its meaning. The hon and learned member then read the section *as if it stood* in the Statute Book, as follows: (The words shove in *italics* are those omitted by Mr. P. in this reading of it.)

"And provided also, That no deed of any sale heretofore made
shall be deemed valid, unless the deed be executed within
six months after the passing of this Act; nor shall *** such
deed ** ********** be valid before the same be duly registered."

The clause if it read this way might be held to be sufficient to limit the act of registration to deeds that were executed within the given time of six months after the passing of the Act. But, continued the hon. and learned member, it does not read so—the words of the Law are these: "nor shall *any such deed as aforesaid* be valid, &c." thus referring in the most comprehensive terms to all deeds antecedently mentioned in the Act. It was clearly to the effect that no deed of any land, purchased at Sheriff's sales, should be valid,