THE EXAMINER:

A Weekly Journal of Politics, Literature, and News.

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

Vol. XI. Charlottetown, Prince Edward Island, Monday, January 21, 1861. New Series.---No. 3.

PUBLIC LANDS.

TOWNSHIPS 38, 39, 40, 41, 42 and 43.

WHEREAS many settlers on the above Townships were unable to meet their engagements in November last: the Commissioner, desirous of avoiding expenses, and for the convenience of such persons, will attend on THURSDAY, the 24th day of JANUARY inst., at 9 a. m., at Mr JOHN PHELAN's, Lot 39; on FRIDAY, the 25th, at WIDOW KENNEDY's Lot 40; and on SATURDAY, the 26th, at JOHN SUTHERLAND, ESQUIRE'S, Head of St. Peter's Bay,

CAUTION.—All such persons are hereby also notified, that unless payment is made on their respective accounts, all such lands of persons so in arrear will be Gazetted in accordance with the Act Vic. 16, cap. 18.

JOHN ALDOUS, Commissioner.

Office of Public Lands, January 1, 1861.

CROWN LAND SALE, GEORGETOWN.

WHEREAS several purchasers of Lots in Georgetown and Royalty having neglected to fulfil the conditions of sale, namely, "Payment of purchase to be made by three annual instalments; the first payment to be made at the time of sale, second and third payments in the two following years; and on non-fulfilment of condition, the deposit (or payment,) to be forfeited, and the Land may be re-sold."

Notice is hereby given that such Lots will be again submitted to public competition on MONDAY the 21st JANUARY, 1861, at 12 o'clock, a. m., at the residence of W. B. AITKIN, Esq. Georgetown, unless the amounts due thereon are previously paid.

TOWN LOTS.

No. 11, 4th	Range,	D.			
No. 15, 2d	do.	F.	No. 3 4th	do.	G.
No. 16, 2d	do.	F.	No. 4 4th	do.	G.
No. 11, 3d	do.	F.	No. 10, 4th	do.	G.
No. 3, 4th	do.	F.	No 11, 4th	do.	G.
No. 5, 4th	do.	F.	No 12 4th	do.	G.
No. 9, 4th	do.	F.	No 13, 4th	do.	G.
No. 1, 2d	do.	G.	No 7, 4th	do.	G.
No. 2, 2d	do.	G.	No. 12, 4th	do.	E.
No. 3, 2d	do.	G.			

LOTS IN ROYALTY.

Nos 53 64 87, 112, 154, 168, 178, 211, 213, 219, 278, 281, 284 297, 298 and 299

Lots adjoining the Royalty—Nos 15 and 23.

JOHN ALDOUS.

Office of Crown Lands, Jan 7, 1861. Commissioner.

Mails.----Winter Route.

THE MAILS for New Brunswick, Nova Scotia, Canada and the United States, will, until further notice, be made up at the General Post Office, Charlottetown, every TUESDAY and FRIDAY, at 7 o'clock, p. m., and forwarded by Cape Tormentine.

Mails made up for Newfoundland every FRIDAY.

Mails for England and Bermuda will be made up as follows:

Tuesday,	January 1st	Tuesday,	Feb 12th	Friday,	March 15th,
Friday	" 4th	Friday	" 15th	Tuesday	" 26th,
Tuesday,	" 15th	Tuesday	" 26th	Friday	" 29th,
Friday	" 18th	Friday	March 1st	Tuesday,	April 9th
Tuesday	" 29th	Tuesday	" 12th	Friday	" 12th,
Friday,	February 1st				

L. C. OWEN.

General Post Office, Postmaster General.

Charlottetown, December 22, 1860.

Postage Stamps.

THE PUBLIC ARE HEREBY INFORMED THAT STAMPS for the pre-payment of Letters and Packets to be sent by the post, will, on the 1st of JANUARY, 1861, be ready for circulation.

The design, colour and value of each class of Stamps are as follows:

The Queen's Head, profile, *green*, Sixpence.
" " *blue*, Three pence.
" " *red*, Two-pence.

The *blue* or *red* Stamps will be received for payment of half the sum it indicates, if cut in two diagonally.

These Stamps can be had at the General Post Office, Charlottetown, and of all Postmasters on the Island.

L. C. OWEN, Postmaster General.

General Post Office, December 26, 1860.

"Multi Societate Tutiores."

ALLIANCE COMPANY OF LONDON.

Capital £5,000,000 Sterling.

THE SUBSCRIBER, as the AGENT of the above Company still continues to take risks in the

LIFE DEPARTMENT,

and will be happy to furnish Persons with TABLES OF PREMIUMS for Life Assurance in various forms. These Tables indicate that this Company insure life at very moderate rates, and the Subscriber would earnestly invite all persons having fixed incomes, rising or large families, being about to enter into business engagements, or how otherwise in making provision for the future, to call at his Office, obtain the necessary information, and effect an Insurance on their lives.

OFFICE HOURS are from 10 a.m. until 3 o'clock p.m.

The Subscriber can also be consulted at his Chambers upon the various branches of his profession.

CHARLES YOUNG.

Charlottetown, Oct. 29, 1860. 3m

PISCATAQUA Fire & Marine Insurance Co.

OF MAINE.

STOCK DEPARTMENT.

Authorized Capital, $500,000. Capital Subscribed and Secured, $253,445.76.

HON. JOHN N. GOODWIN, Prest. OBED P. MILLER, Vice Prest.
SHIPLEY W. RICKER, Secretary.

DIRECTORS.

HON. JOHN N. GOODWIN, OBED P. MILLER, SHIPLEY W. RICKER,
DAVID FAIRBANKS, ABNER OAKES, JOHN A. PAINE,
F. W. DE ROCHEMONT.

Fire Insurance on Dwellings, Furniture, Warehouses, Public Buildings, Mills, Manufactories, Stores, Merchandise, Ships in Port, or while building, and other property. Inland Insurance on Goods to all parts of the country. Marine Insurance on Vessels, Cargo and Freight to all parts of the World.

POLICIES ISSUED AND FURTHER INFORMATION OBTAINED OF

J. S. CARVELL, Agent.

Charlottetown, January 7, 1861. 1y—all papers.

Accounts, Arbitrations, &c., &c.

COMPLICATED Accounts arranged, Arbitration Papers prepared, Insolvents' Papers organized for appearance and presentation before the Court, and all intricate or improperly kept accounts clearly and intelligibly stated. Fees proportionate to time and talent required.

Address Accountant, care of SWABEY & ROBERTS.

Great George Street Charlottetown.

June 26, 1860. 1sl ly.

BEER & SON

HAVE been patiently waiting in expectation of RECEIVING a satisfactory visit from several of their customers, whose accounts fell due some three months since. Hitherto they have waited in vain. They now notify those to whom it applies, that their respective amounts must be settled without further delay,

December 31, 1860. 1m

GREAT SATISFACTION

IS RECEIVED by the purchasers of the LEVIATHAN COOK STOVE, it combines so many good qualities. A few still on hand—TWELVE MONTHS CREDIT, if required.

Dec. 3, 1860. 1m BEER & SON.

Cloths! Cloths! Cloths!

SEAL SKIN, Napolean, Sable Beaver, Black, Mixed and Steel Beaver, Doeskins, Tweeds, Satinetts, &c. &c. &c.

Nov. 19, 1860. BEER & SON.

VALUABLE FARM FOR SALE.

THE well known FARM, situated at Little River, Lot 56, King's County, owned by the late JOSEPH DINGWELL, Esq., containing 200 acres under lease for 999 years at one shilling sterling per acre. There are about 170 acres under the highest state of cultivation; the remainder is covered with a splendid growth of Hardwood; a never failing Spring of the very best water is within a few yards of the house. Part of the Farm fronts on Little River, where any quantity of Sea Weed and Mud can be procured; also partly fronts on the Sea Shore and Little River Harbor, where Sea Manure can be obtained in abundance, and most convenient for fishing. Grand River Harbor is about three miles distant, being about one of the best Harbors on the Island at which to ship produce. There are on the premises a large Two Storey HOUSE, completely finished, large Barn and Stables, Coach House, Granary, Pig Houses, Forge, Stationary Threshing Mill, and all necessary buildings required. The above Farm is in every respect so well known that a further description is deemed unnecessary. The Farm will be disposed of with the Stock, or Crop, or without, or with part or all of each, as may suit the purchaser. A part of the purchase money can remain on interest, by security on the property.

—ALSO—

58 ACRES FREE LAND near the head of Rollo Bay, fronting on the Main Post Road, and in a most convenient situation; a few acres clear, and a considerable portion ready to stump: with a convenient House and small Stable on the same.

75 ACRES OF LAND on the road leading from Grand River Bridge to Georgetown, East Side, and joining Goff's Road, chiefly covered with Hard and Soft Wood.

20 ACRES OF LAND near the Head of Little River, about 10 acres under good cultivation; the remainder well covered with Hardwood and Fencing, and very conveniently situated.

LOTS IN GEORGETOWN.

Half Lot No. 3, 3rd Range, Letter G, with convenient House and Stable.

Lot No. 6, 1st Range, Letter D.

Lot No. 7, 1st Range, Letter E.

A Plan of the above Farms and Lots, and all particulars, given on application to the Subscriber.

ELIZABETH DINGWELL,

Little River, King's County, October 16, 1860. 3m.

FARM FOR SALE.

FOR SALE, a fine FARM of 50 acres, near CRABB's, Malpeque Road, fronting 15½ chains on the Malpeque and 27 chains on the Loyalist Road—cropped with about 8 or 9 acres Oats and Potatoes, and six acres Pasture. Some large old Wood on the property. Lately in the occupation of H. N. CRAIG. Apply to SWABEY & ROBERTS.

Charlottetown, July 3, 1860.

BUILDING LOTS FOR SALE.

TO BE SOLD, by Private Sale, several BUILDING LOTS on the East side of the Malpeque Road, opposite Spring Park. If not previously disposed of, they will be offered for Sale by PUBLIC AUCTION, in lots to suit intending purchasers, on or about the First of MAY, of which notice will be given. Apply to

March 27, 1860. WILLIAM FORGAN.

FREEHOLD PROPERTY FOR SALE.

A FREEHOLD FARM, consisting of 120 Acres, on the Tryon Road, Lot 27, 40 of which are in a high state of cultivation, the remainder covered with Hard and Soft Wood. There are a good Dwelling House and Barn on the premises, and also a good well of water within a short distance from the dwelling. For further particulars apply to the subscriber on the premises.

WILLIAM McKAY.

Tryon Road, Lot 27, Nov. 19, 1860. tf.

For Sale,

THAT FARM, consisting of 59 acres, lately occupied by Richard Milford, Esqr., situate on Mill Creek, West River. On the Farm is an excellent Dwelling House, as well as new Out-buildings, consisting of Barn, Sheep-house, &c. Within a mile of the Farm are both Grist and Saw Mills, as well as Blacksmiths' Forges and a Cartwright, and a short distance from the shore is a never-failing bed of muscle-mud. For further particulars apply to Mr. William E. Dawson, Charlottetown, or to

April 18, 1859. (tf.) JOHN MILFORD, Royalty.

ALMA.

FOR SALE, that valuable situation lately occupied by the subscriber, containing 100 acres of LAND, twenty acres of which are clear and mostly under hay, &c. There is a house 27 by 25 feet and stable 40 by 24 feet, situated on the Main Western Road, on Township No. 5, in Prince County, one-half an each side of said road; being one of the best stands for a House of Entertainment on the road, as the road from the West Shore to Cascumpec passes through the Farm, crossing the Western Road at the house. The house and stable were built particularly for the business. For further description of the premises apply to Mr. Benjamin McEwen, on the adjoining Farm. For terms of sale to the owner at Lot 16. The Farm is a leasehold.

JOHN CAMPBELL.

Lot 16, June 19, 1860. tf.

ALEXANDER McKINNON, AUCTIONEER

AND

GENERAL COMMISSION MERCHANT,

QUEEN STREET,

CHARLOTTETOWN, P. E. ISLAND.

☞OFFICE in the same Building as A. H. Yates, Esq.

J. & T. MORRIS,

WHOLESALE DEALERS IN

Tea, Sugar, Molasses, Flour, Leather, &c.,

Import direct from Liverpool, New York and Boston.

Charlottetown, Dec. 3, 1860. 3m.

MEDICAL NOTICE.

ELZEAR D. GAUVREAU, M. D.

McGILL COLLEGE, MONTREAL.

Licentiate of the College of Physicians and Surgeons of Lower Canada.

Office at Mr. W. McKay's, Dorchester Street, Ch. Town. May be consulted daily between the hours of 9. a.m. and 4 p.m

October 2, 1860.

CHARLES BELL,

MERCHANT TAILOR,

HAS removed to his FORMER STAND, QUEEN'S SQUARE, where he is prepared to supply *EVERYTHING* in the way of Gentlemen's apparel, from *HATS* to *SOCKS*.

—ALSO—

A large supply of Fall and Winter

Cloths, Vestings and Tailors' Trimmings,

just received per *ISABEL*, and the remainder of Stock hourly expected from Boston and N. York.

City, Oct. 23, 1860. tf

THANKS TO THE PUBLIC.

W. A. & J. LOCKERBY most respectfully tender their grateful acknowledgments for the very liberal support they have received since their commencement in business. They would also inform the public that they have taken into the business another partner, Mr. AUGUSTUS HERMANS, late Engineer of Hickey's Steam Fatory, who is prepared to execute all orders in

Lock, Gunsmithing & Bell-hanging,

in the neatest and best style, and with despatch. The business in future will be conducted under the name of LOCKERBYS & HERMANS.

WILLIAM A. LOCKERBY,
JOHN LOCKERBY,
AUGUSTUS HERMANS.

Oct. 16, 1860.

Notice to the Public.

ALL persons that have contracted debts at the store of W. W. Irving & Co., prior to the 21st of November, 1860, are hereby notified that their respective accounts, notes of hand, &c. must be paid without any delay to the Hon. Joseph Hensley, he being the only person authorised to give receipts for the same.

Charlottetown, January 7, 1861. R G & I. 3 ins.

LAND COMMISSIONERS' COURT.

CHARLOTTETOWN, Thursday, Sept. 20, 1860.

Statement and Evidence of the Hon. Thomas Heath Haviland.

Is owner of Township 56, parts of Lot 43, and of small tracts in other parts of the Island. Would like to explain his view of the cause of the present excitement. Came to the Island in 1816, in the public capacity of Provost Marshal. The office was a sinecure. Was superseded by an Act of the Legislature. Govr. Smith, about the year 1817 or 1818, escheated two Lots for non-fulfilment of the conditions of the Grants. The proceeding was regarded as a very improper act. In 1824, on petition to the Home Government, Govr. Smith was recalled. He had not summoned the Legislature for four years; but he left the roads and bridges in a very efficient state, and £5000 in the Treasury. About the year 1819 William Cooper was appointed Agent for Lot 56; and the agency he continued to hold till the fall of 1829, about 10 years. Believes he (Mr. Cooper) stated, in his evidence, that in his time the rental amounted to £250 stg., per annum; and that, when he ceased to be agent, the arrears of rent due amounted to £340. He (Mr. Cooper) took it into his head, being a seafaring man, that he would build a ship. He built a schooner, loaded her, and took her to England. In selling the vessel and her cargo, ship building being unprosperous at the time, he sunk a large amount of money, and charged the proprietor with the loss. Cooper having had no authority from Lord James Townsend (the proprietor of the Lot) to build the vessel. For this misapplication of the funds of his principal, he was superseded, and he (Hon. T. H. H.) was appointed to succeed him. During his (Mr. C's) agency he gave about 60 leases, for terms varying from 60 to 50 years; some, on the shores, for 84 years; but as many held previous leases, he deducted the time for which the lands had previously been, in some cases, held, from the new term, and made the new term 67 years. He charged the proprietor 20s. stg. for each of the new leases. Directly he ceased to be agent he got a new light, and made it known to the tenants that Lord James Townsend had no title to the Township, having forfeited it for non-fulfilment of the conditions of settlement. For several years he encouraged the tenantry to withhold payment of rents, on account of the alleged forfeiture of their titles, by proprietors, for non-fulfilment of the settlement conditions of the grants. The tenants, naturally anxious for the possession of free lands, listened to the counsels of Cooper; and, unfortunately for themselves, acted thereon for many years. He (Hon. T. H. H.) commenced actions against three or four of the refractory tenants, in order to convince them of their folly in acting in pursuance of the counsels of Mr. Cooper. This was in the year 1837 or 1838; but he merely took out writs without acting upon them, and the consequence was that the individuals, against whom the writs had been taken out, came to him and acknowledged their liabilities for the arrears of rent due and claimed. He did, however, put in force the writ taken out against Cooper himself; and recovered the arrears due by, and claimed from him. To shew the baneful influence of the counsels of Mr. Cooper, and of the agitation exerted by him, it is sufficient to state that the arrears of rent due upon the Lot in 1829, that is at the time when he, Mr. Cooper, ceased to be the agent, amounted to £310. had, in 1837 or 1838, increased to the very serious amount of £2500. About the year 1844, Lord James Townsend died, and devised the Lot to his widow. He (Hon. T. H. H.) purchased it, in 18—, from Blake & Henderson, Trustees of the family. His (Hon T. H H's) rent roll shews all these facts—the rents paid and the arrears due. Since then the tenants have done their best. He had, in several cases, forgiven £60 or £70 of arrears. He bought the property in the middle of the excitement; and since he became the proprietor the tenants had done their best. There had been no discontent among the tenants on the property, on account of their obligations, before Mr. Cooper created doubt by his fallacious declarations and deceptious counsels.

William Douse, Esqr., M. P. P., Land Proprietor and Land Agent,

next presented himself to the Hon. Court, and begged to read a Statement which he had prepared to lay before them. At the request of *Com. Gray*, Mr. Douse then read his statement. It set forth that he was part proprietor of Lot 31, and agent for parts of Lots 34, 51, and 59: that all the Leases granted by him, of whatever length, contained a right to purchase at a specified rate per acre: that lands had been sold on Lot 31 at from £1 to £15 per acre: that on the same Lot as much as £2 per acre had been paid for the firewood alone. Mr. Douse's statement also set forth the sums for which tenants on that Lot had disposed of their leaseholds, some of which ranged very high. He remarked that he had had a good deal of trouble in ascertaining the sums for which the tenants had disposed of their leaseholds; they were, however, he believed, generally correct; but if he had been inadvertently led into any error, with respect to the sums for which the transfers which he had noted had been made, he would be very glad to have the error rectified by any individual present who might be more correctly informed, or more immediately acquainted with any of the facts which he had endeavoured to ascertain. He had had nearly 30 years' experience in these matters. He had never been harsh towards any of the tenants on any of the estates which had been, or were under his management. He was an advocate for the converting of leaseholders into freeholders: free farms made happy homes. On account of the advantages to be derived by farmers on lands nigh to the Town, (Charlottetown), he considered the lands which he had sold, and the leaseholds which had been transferred on Lot 31, although at high-sounding prices, had been sold or transferred as cheap as any in the Colony. Where a leaseholder has paid an instalment towards the purchase, of his farm, we no longer consider him a tenant but a freeholder. [This was said with reference to the purchase, stated, by Mr. Douse, to have been made of his farm by Park. McQuillan.] He had, as far as possible, obtained correct statements of the terms on which leaseholds had been transferred from tenant to tenant. Those which he had set down were, he believed, almost, if not quite correct. He might have ascertained the terms on which other transfers had been made; but the number which he had set down was, he thought, sufficient to shew the average value of lands similarly situated to those of which he had spoken. He became agent for the Selkirk property in 1833; and purchased a part of it in the fall of 1855. *Coun. Thomson.* Did you ever remit to your principal £100 a year on account of rent. *Mr. Douse.* Yes, £400 or £500 a year. Can't say what for Lot 31.

Mr. James S. Douse, son of W. Douse, Esq. The rent roll was £500; and they sent home from £300 to £400 a year on account of rent. *Coun. Thomson* to *Mr. Douse, senr*, Is what your son has stated true? *Mr. D* I suppose it is. *Coun Thomson.* How much did you pay Lord Selkirk per acre for that portion of his estate in the Island which you purchased? *Mr. D.* You have nothing to do with that. The Court having decided that Mr. Douse was not bound to answer the question, he (Mr. D.) said, "If I bought it for 5s. I paid for it honestly." *Mr. Douse* then voluntarily stated that he paid £5550 for that portion of the Earl of Selkirk's property in this Island which he had bought, which was at the rate of 7s. 6d. an acre. *Coun. Thomson.* Did you make the purchase out of moneys which you realized in your capacity of Lord Selkirk's agent? *Mr D.* No; out of other sources. *Coun. Thomson.* Did you not grant licences for the cutting of timber on his Lordship's estate? *Mr. D.* I did; and my object in doing so was to make as much out of the property (to be remitted home) as possible. The tenants did not pay the whole of what they were credited for on account of rent in money: they were frequently employed in making roads for the improvement of the property, and their labour was taken, at so much per day, on account of rent. He had, as agent for the Earl of Selkirk, given away more lands as sites for churches and chapels than had been so given by any other proprietor or agent. He himself, both as agent and proprietor, had been as liberal in his dealings with tenants who were accountable to him as any other man in the Island. A few months ago he had given leave to all tenants on his own property to cut as much timber as they wanted. *Coun. Thomson.* Did you, as agent of the Earl of Selkirk, offer or promise land to the Rector of Charlottetown, as a site for a school, which, when you became proprietor of it, you withheld? *Mr. D.* No.

Reservation of Mill Sites. Mr. Douse. If there be a reservation of a mill site, it is only reasonable that it should be sold or let at a higher rate than other lands. We get £15 a year for a mill site. *Mr. Wynne* said, with respect to the statement put in by *Mr. Douse*, that none of the purchasers had made the money on the land which they held; and neither were they *bona-fide* purchasers.

Com. Ritchie read over the statement put in by Mr. Douse, and gave Mr. Wynne an opportunity to inspect or disprove any part of it.

Com. Howe What Mr. Wynne means is that men came in and bought improvements made by other people.

Mr. Douse. As to McQuillan, he paid by what he made off the land.

Com. Howe. Mr. Douse's statement seems to be a fair and candid one. He has dealt fairly and honorably with the Court.

Mr. Wynne. I say the purchasers on Douse's Lot did not make the money out of the proceeds of their farms. I put the question to Mr. Douse, can he shew one who has done so?

Mr. Douse. A person settled directly opposite to Wynne, whose door was broken open and whose money was stolen, paid me out of the proceeds of his farm. But setting that aside, I say of my tenants, they are as good, honest and industrious as any in the Island.

Mr. Douse questioned by Coun Halliburton.

Has known instances of men settled in the woods, who made the farms for themselves, sold their improvements, and bought freeholds.

THE LAND QUESTION.

Report of the Committee appointed to wait upon His Excellency the Lieut. Governor and the Honorable Court of Commissioners, with an Address on the Land Question.

Your Committee, appointed to wait on His Excellency the Lieut. Governor and the Hon. Court of Commissioners with the Address of the Delegates of the people on the Land Question, report, agreeably with their instructions, that they called on His Excellency the Lieut. Governor with a copy of the Address, to be delivered to the Hon. Commissioners, and beg to state that His Excellency was pleased to accept the same.

Your Committee then proceeded to the Commissioners' Court, and informed the Counsel appointed to defend the interests of the tenantry of their mission; and leave having been granted, your Committee presented the Address to the Court, after its being read by the Clerk. Mr. Commissioner Howe said that it appeared to him the Address was one of purely a political character—that it was, in fact, a censure on the Government, and that, therefore, he thought the Court had no power to entertain it, and suggested the propriety of its withdrawal. He thought the Legislature would be the proper place to present it.

Your Committee stated in reply, that the Address certainly did contain a censure on the Government, and that they conceived, when the Legislature had authorised, with extraordinary power, the holding of the Court for taking into consideration the settlement of a great public question, which had agitated the public mind for the last fifty years and more, and that when his Grace the Duke of Newcastle had recommended to the Government the propriety of consulting the interests and wishes of the people on the question, and the fact of the Government not having done so: and having opened the Court at an inconvenient season, (in the middle of harvest), without any notice, and having neglected to prosecute for the public interests,—the Delegates thought it high time for them, in discharge of the trust reposed in them, to make the representations they had done; and in doing so, the censure on the Government was but the preamble to the resolutions that followed, which were for the consideration of the Honourable Court.

COM. GRAY said—The Court will give every representation touching the matter over which they are appointed to adjudicate the most careful consideration; but it appeared to him that the opinion of his colleague was correct. He could not see that they had any right to entertain an address that seemed to be a political one, censuring the Government. He said also that the Court had listened patiently to every grievance touching the Question, and had solicited information thereon, and they will weigh impartially the evidence laid before them.

Your Committee replied:—It is true your Excellencies have collected a vast amount of information in respect to the existing differences between landlord and tenant, but this grievance is purely a private one, and its settlement might have been effected, independent of the Government, and without legislating thereon. The Delegates are also aware of private representations having been made to your honorable Court, in respect to the public claims on landed property, but they do not feel secure in the opinion that this Court will take notice of the representations made by private gentlemen in respect to the public claim on the lands held by the proprietors. The Delegates labour under the opinion that the proceedings of this Court will be governed by the same principles and practices as those of Her Majesty's other Courts of Equity and Law throughout the empire; for example, when a private person sues to recover a debt or to have justice done him for a wrong, he must either do so himself or by his authorised attorney. The Courts would not recognise a person presenting a charge on the part of another party without that party's authority; and for the recovery of public debts and public claims of all kinds, it is always the practice for a public officer to prosecute for such. The Delegates, therefore, infer, in the present case, that the Government ought to have appointed the Attorney General to appear before this Court to prosecute for the public claims, in order that it might receive the consideration of this honourable Court. The delegates have no guarantee, no precedent to lead them to believe, that this or any other Court would take action on presentations made by men not duly authorised to present the same. They may be wrong, but in their opinion the public claims ought to have been prosecuted for before this Court by an authorised agent of the Government, supported by the documents and pleas the Government alone can bring forward and substantiate. The opinion imposed by the Government, who are chiefly proprietors themselves, on this Court, appears to be that the Land Question is one that consists of a difference between the landlords and tenants. No doubt this is coupled with, and arose from it. The Land Question is one which arose from the fact of the greater portion of the Colony being granted; or, rather, properly speaking, leased to gentlemen who style themselves proprietors, in direct opposition to the rights of the Crown to whom they are tenants, and who have forfeited their tenancies by neglecting to fulfil every condition on their part; and the remaining portions of lands are claimed by proprietors who have neither grant nor lease for the same. These are the grievances which form the Land Question; and repeated resolutions of the House of Assembly to this effect proclaim to your honourable Court the truthfulness of this statement.

Your Committee further informed the Court, that in the year 1851 the Crown sold its rights over the tenants of the Crown to the Legislature of this Island, without any reserve, for the consideration of the sum of about £5000 per annum, to be paid by the Colony from that time forward for the purpose of defraying the salaries of the officers of the Government.

COM. HOWE said:—I understand you to say that to the Crown belonged the rights of proprietorship previous to the year 1851, and at that time these rights were transferred to the Legislature of this Island—that these rights were bought by the Colony, and consequently the tenants of the Crown became tenants to the local Legislature; and that the Delegates demand an investigation of the grants, or leases, as you call them, and require the full payment of all arrears of Quit Rent, provided the Townships are not liable to forfeiture, and that the matter thus complained of forms the *Land Question*, and requires our investigation. We have heard of this before from Mr. Cooper, Mr. Coles, yourself and others, and trust you will be brief as possible.

Committee. Your Excellency has stated our views; such are the basis of the grievance forming the Land Question. At the same time, it is proper to inform your Excellencies that the Delegates have not been actuated by any hostile feeling towards the Government in drawing up the address now before your Excellencies.

The Delegates waited with anxiety to see if the Government intended to prosecute before this honourable Court for the public interest in the lands held by the tenants of the Crown; and they deferred expressing any opinion on their inaction until it became evident it was their intention to abandon the public charge committed to their care. This was apparent to the Delegates when your Excellencies declared, on Thursday last, that this Court would receive no further evidence, and be brought to a close on Saturday next, (to-morrow). The Delegates then thought it high time to take steps toward discharging the important trust committed to them. In doing so, they appeal to your Excellencies in the address. We stated that the Legislature bought the rights of the Crown for a consideration to be yearly made. It has been faithfully adhered to on the part of the Colony; and the Delegates expect that her Majesty's Commissioners will not close their labours until they define what amount of rent, arrears of rent, debts, dues, and forfeitures were due from the proprietors when the arrangement was made and embodied in the Civil List Bill in the year 1851. It must be clear to your Excellencies that whatever lands were forfeited at that time are now the property of the Colonial public, as also rents, arrears, debts and dues. If your Excellencies find, on examination of the documents which no doubt you will call for, that there were no debts due to the Crown—no lands liable to forfeiture at that time—then your Excellencies will consider what sum of money ought to be paid to the Colony by the Imperial Government, in lieu of the inducements held out to this country, under the expectation that large amounts of arrears of rent would be recoverable, or if not, that the lands were liable to a general forfeiture.

The Delegates wish to call your Excellencies' attention to a despatch which accompanied the Civil List Bill, dated 1st February, 1851, in which you will find that the Minister for the Colonies calls the Lieutenant Governor's particular attention to the unsettled state of the landed tenures of this Island, and urges on him the necessity of having the matter settled, before we should have the advantage of regulating our own affairs. If the Lieut. Governor neglected to make the necessary arrangement in this important matter, it is no fault of ours; or if the Government then established under the new constitution neglected to enforce the claims transferred to the Colony—those claims cannot be considered as cancelled. It is, therefore, apparent to the Delegates, that this honourable Court has been appointed by Her Majesty to define the rights of landed property, as recommended to the Lieut. Governor at the time of the change of our constitution. Under these circumstances your Excellencies cannot but agree with the Delegates on the necessity for the censure they have passed, because the Government appear to have laboured to impose on this honourable Court the opinion, that the Land Question merely consisted of the difference existing between the under tenants and the tenants of the Crown.

COM. GRAY assured the Committee that the Court would go into this public claim under the representations made by private persons, in the same way as if these representations had been made by the authority of the Government; and he thought that after this pledge the Committee would adopt the recommendation of the Court and withdraw the address.

At this stage of the proceedings, while the Committee were consulting on the propriety of adopting the recommendation which the Attornies for the tenantry advised them to comply with—the Hon. Edward Palmer, Leader of the Government, came into Court and by the Lieutenant Governor's command, laid the copy of the Address your Committee had presented to the Governor before the Court, which their Excellencies received.

Your Committee, seeing that the Address had been received through the presentation of the Hon. Mr. Palmer, and the acknowledgment of the Court to go fully into the question, stated to the Counsel for the tenantry that they had no objection to comply with the recommendation of the Court, and then your Committee withdrew.

BENJAMIN DAVIES,
JAMES HOWATT.

Charlottetown, Sept. 28, 1860.

Correspondence.

THE DUNDAS AFFAIR.

TO THE EDITOR OF THE EXAMINER.

DEAR SIR—The affray which occurred at Dundas, Lot 55, last fall, is becoming a subject of such general interest, and the inhabitants of that settlement have been so grossly misrepresented by the *Rev.* Edwin Clay in the New Brunswick and Nova Scotia papers, that I trust you will deem it only justice to a respectable portion of the inhabitants of this Island to give the accompanying affidavit a place in your paper.

In compliance with a request from Charles Clay, J. P., I attended at his house on the occasion referred to, where a large number of persons were assembled, nearly all excited, and several intoxicated; but there was no manifestation of ill-will towards myself; nor do I think there would have been towards any Magistrate in the *impartial* discharge of his duty; nor, as far as I could see, towards the Sons of Temperance as a body; but the Messrs. Clay, who were never popular amongst their neighbors, have, since their appointment to office, rendered themselves very obnoxious to a large majority of them, by their strenuous exertions to enforce the penalties of the law against offenders in most trivial cases, and other harsh use of the power vested in them, which alone caused the excitement that ultimately led to a breach of the peace.

I have had continual intercourse with the inhabitants of Dundas from my earliest recollection. I have often been called upon as a Magistrate to settle their small differences; I have presided at two General Elections in their settlement, and have visited every house in obtaining the Census; and so far from finding them the heinous monsters, represented by Mr. Clay, I have always found and considered them an honest, industrious, hospitable and peaceable people—yielding ready obedience to the laws of their country, and no less mindful of those of their Creator—contributing largely out of their hard earned money towards the support of their Church, to which the creditable buildings erected in a new settlement for the worship of God bear ample testimony; and I believe are now doing more to promote the cause of Temperance than those who, under the name of aiding the cause, are seeking to bring destitution on an unoffending family, who, struggling against misfortune and severe family afflictions, sought to contribute to their scanty means of subsistence, by affording shelter to the benighted traveller or nourishment to his way-worn steed, if, perchance, they had augmented their scanty remuneration by supplying a beverage—the sale of which their want of money alone prevented their legalizing, and equal desolation to the home of her, who, a stranger to our country, its laws and its vices, in the kindness of her heart, moved by the importunities of a neighbour in distress, to part with her little stock of spirits, something less than a pint, kept for a medicine for her family, and parted with under the impression that it was to be used for the same purpose. These are the high crimes for the punishment of which the new Magistrate of Dundas has kept the place in a state of excitement during the past summer; and the "majesty of the law" in Dundas has become disreputable, and its administrators objects of hatred and contempt.

In conclusion, I can assure your readers that I am actuated by no ill-feeling towards the Messrs. Clay in writing this letter; on the contrary, I should have allowed the malicious and unprovoked allusions to myself published by them to pass without notice, had I not been repeatedly solicted to publish a refutation of the mis-statements which have gone abroad relative to the affair; and I sincerely regret that persons possessing no common order of talent, and with whom I have for many years held friendly intercourse, should have acted so that justice to a libelled community demands so full an explanation and contradiction of the injudiciously and widely circulated misstatements of an affair, which, I would have thought, a due regard to their own interests would have induced them to keep as close within the limits of their own neighborhood as possible.

I am, Sir, yours &c.,

J. C. UNDERHAY.

Airslie Cottage, Grand River, Jan. 6, 1861.

PRINCE EDWARD ISLAND, } *Before Alex. Matheson, Esqr.,*
King's County. } *J. P. for King's County.*

The undersigned persons, being disinterested spectators at the disturbance at Charles Clay's, on the 9th of October last, (inhabitants of Dundas, Lot 55,) maketh oath and saith, that the statements in the *Christian Visiter*, over the signature of Edwin Clay, are gross falsehoods and perversions of facts; and that Mr. Rogers was not encouraging any person to interrupt the proceedings of the Court, nor in any way countenancing any person in any violation of the law. That Thomas Clay and another person commenced an altercation outside, after the business of the Court was over, which led to the breach of the peace that ensued; and deponents believe that the only persons armed with any other weapons than their fists were the Clays and one or two others who took their part. That there was no ill-feeling manifested towards the Sons of Temperance as a body, but against the Clays as individuals, whose overbearing abuse of the power vested in them led to the great excitement which prevailed in the settlement on the occasion, and has kept the settlement in a state of excitement since their accession to office. That the children met with no ill-usage on the occasion; and that the assault committed on Thomas Clay as his brother is so grossly exaggerated as to bear no resemblance as it is so grossly exaggerated as to bear no resemblance as it occurred; and that the assistant Magistrate did not run away through the woods, but left as he came, in a wagon;