The Hon. the ATTORNEY GENERAL. I did state to the Executive that the proper course was that which I had taken, and they agreed with me in the construction I put upon the clause and they allowed the last year to pass over without objecting to my mode of procedure.

The Hon. Mr. HOLL, resumed—Still I think the practice of the late Attorney General should have been continued. He was a member of the Council when the Act was passed and must have known the intention of it. Upon the discovery being made that a contrary practice could be adopted, the Act should have been amended. Will not the public naturally draw conclusions unfavorable to his Honor, when it is seen that the only person benefitted by the construction put upon the Act is the Attorney General himself? That by the present Attorney General, fees are to be acquired to the extent of £160, under the same Act by which, for similar services, the late Attorney General received only £6. The public will certainly do so, notwithstanding the explanation of his Honor, who, doubtless, feels justified in acting as he has done, under his interpretation of the Act. It was with a view to prevent the recurrence of such a circumstance that I advocated the principle of converting fees into salaries—Look at the effect it would have had in this case. Upon the discovery being made that the Act would have admitted the interpretation put upon it by his Honor the Attorney General and that he had been imperatively called on to proceed upon it, the extra fees would have gone into the Treasury, and the character of the officer would have been placed above the reach of imputations, such as those which have been heaped upon him. The late Attorney General acted according to what he considered the intention of the Bill, and it is a mattter of regret that the practice he introduced was departed from

The Hon. the ATTORNEY GENERAL. It was neither the intention, nor is it so expressed.

The Hon Mr. HOLL. Upon that question a difference of opinion exists; and I repeat that a strong argument is afforded by what has occured, for the support which I have felt it my duty to give to the Salaries Bill.

The Hon. Mr. SWABEY. I do not profess myself to be competent to give legal opinions, but with regard to the interpretation of the clause which my hon. and learned friend the Attorney General has read, I deny that there is any ambiguity in it whatever, and I conceive from what has fallen from him, your Honors are satisfied that the course he pursued was, under the circumstances, the one which it was natural for him to adopt; besides, the very fact of his having submitted his proceedings under the Act to the Executive Council, and their not having disapproved of the mode of procedure he had felt himself bound to follow, it must exonerate him from much of the blame which would otherwise attach to him in the minds of even those who think his course was a wrong one. It has been stated that the Master of the Rolls had said—and I would desire no higher authority—that if only the word "each" had not been inserted in the Bill, that it would be better for a proprietor not to pay the land tax and allow the writs to be moved for, because the penalty imposed, in the shape of costs, was of so trifling a nature, that the interest on the amount of the land tax would far more than pay the costs. I say that such an opinion has great weight on my mind. Your Honors must be reminded that this bill contains a clause to confirm all titles to lands heretofore sold by the Sheriffs under the Land Assessment Acts, the necessity of which is a strong corroboration of the legal view of this subject taken by his Honor the Attorney General: But it does appear to me that the Bill itself implies a censure, and why should such be cast upon him, seeing that he has done no more than followed the course prescribed by the late Chief Justice Jarvis and his Honor the Assistant Judge. With regard to that course being different from the one which the late Attorney General thought it his duty to pursue, I do not think that it is at all material, and if a greater amount of costs has fallen to the present Attorney General than to his predecessor, how is this, but because a different course was followed and that course necessarily requiring a greater number of actions. I shall, nevertheless, go with the Bill although at the sametime I think it will be necessary, before three or four years are over, yet further to amend it; and I think so from the number of mistakes that have already been committed, or, perhaps, more correctly speaking, the number of disputes that have arisen.

The Hon. Mr. HENSLEY. We are drawing very near to the close of the Session and have very little time to waste in speech-making; and I do not see how it is possible to make all the alterations and amendments which the bills at present before the House are likely to need, unless we get on with more despatch than at present. The present Chief Justic is known to us all as a most conscientious person, and one likely to take a clear and unselfish view in his decision of the course he was bound to take in the matter which has occupied so much of your Honors' attention, and I cannot but think it would have been better, if the Hon. the Attorney General had accepted the interpretation of his predecessor, with respect to the preceedings under the Act, as the true one.

The Bill was then referred to a Committee of the whole House.

In the Committee the Hon. the Attorney General submitted to the consideration of their Honors, that a part of the Preamble of the Bill which was highly objectionable to him, ought to be struck out, inasmuch as it was, as he contended not only quite contrary to the fact but, not at all necessary to the Bill—and his Honor asserted that it had been introduced solely with the view of attaching an unmerited stigma on his proceedings under the late Act—It was in these words "And whereas although the wording of the said Acts is not explicit on the point, the intention thereof was that one Information only should be filed against all the Township Lands together on the several Townships in this Island which should be in arrear "of the said taxes or assessments or either of them and on the motion of the hon. Mr. Hensley it was carried that it be struck out and the following inserted in lieu thereof "And whereas it is advisable that one Information only should be filed for each county against all the lands in arrear of the said taxes or assessments, on the several Townships therein together or either of them" his Honor (Mr. H.) having remarked that he knew nothing of the intention either the one way or the other."

The Hon. the ATTORNEY GENERAL also submitted the two following Certificates to the Committee he having assigned as his reason for so doing that they were in confirmation of his view of the Act and plainly established the fact, that the late Chief Justice Jarvis and his Honor Judge Peters coincided with him in the construction he had given to it.

"In the Supreme Court, 1851. The Hon. Joseph Pope Treasurer *vs.* two thousand six hundred and ten acres of land, part of Township No. 1.

Costs in this case—£9 7s 8d.

I tax this Bill of Costs at Nine pounds seven shillings and eight pence currency, and apportion each 100 acres to pay eight shillings.

Signed E. J. JARVIS, Chief Justice.'

"In the Supreme Court, 1852—The Hon. Joseph Pope, Treasurer *vs.* 1438 acres of land, part of Township No. 1. Costs in this case £9.3.9

"I tax this Bill at nine pounds three shillings and nine pence, apportion each 100 acres to pay the sum of twelve shillings and ten pence. Dated the 26th May, 1852.

Signed JAMES, H. PETERS, Assistant Judge."

"I do hereby certify that the above is a true copy of Judge Peters' allocatur on the Bill taxed in this case, and I further certify that the Bills against each Township were similarly taxed by him in the year 1852

DANIEL HODGSON, Prothonotary.

His Honor the Attorney General likewise requested the Reporter to observe that "he did not require any Act of Parliament to render valid any of the proceedings which he had taken under the late Act"

The suggestion proposed by the Hon. Mr. Hensley was, in conference, agreed to by the House of Assembly; and the Bill so amended was agreed to and passed by the Legislative Council.

HOUSE OF ASSEMBLY, Saturday, April 9, 1853.

NIEL DARRACH'S PETITION.

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

(Report.)

Your Committee to whom was referred the Petition of Neil Darrach, complaining of unjust proceedings in an Action at Law, at the suit of Harry Bentinck Cumberland, have to report, that, having examined several witnesses (the minutes of evidences are herewith submitted), and likewise Petitioner's Lease, Receipts, and Vouchers for Rent, &c.—They find that Harry Bentinck Cumberland's Attorney issued two writs at different periods, for Rent and Arrears of Rent, against Petitioner, obtained judgments and levied two executions, respectively for the sums of £44 12s. 6d. and £37 12s. 6d.; and your Committee on examining the Lease and Vouchers, and the periods for which the Rent was claimed under the first Writ: Find that the sum of £3 18s 2d. only was due and owing to the said H. B. Cumberland, as will appear more fully by the Account hereunto annexed, as made up by the Committee from the evidence before them. His Agent and Attorney having made an Affidavit to the sum of £34 and upwards being due under the Covenant of the Lease; and for which sum, together with costs, a levy was made in the first instance for £44 12s. 6d.; and the Petitioner, Neil Darrach, not being able to pay the amount of Levy, was arrested and imprisoned; and while so imprisoned, was served with a second Writ for Arrears of Rent,—which last suit, in the opinion of your Committee, was unjust and oppressive; and they are clearly of opinion that, if properly defended, it could not have been supported either in law or equity;—the said Petitioner, when so imprisoned (being an illiterate man, and not understanding any English) made no defence, and, in consequence, judgment was allowed to be recorded by default.

Your Committee would further remark, that the Petitioner retained an Attorney in the first suit, who, in the opinion of your Committee, neglected his interest, in confessing judgment for the sum of £50 (while the sum apparently due did not exceed the one-fourteenth part thereof) without the consent of Petitioner, or his son, who was acting for him.

On reviewing the whole case, your Committee are of opinion that the Petitioner, who is upwards of seventy years of age, has been most hardly dealt with; that he was incarcerated for a period of nine months; and, at the expiration of that period, was under the necessity, in order to gain his liberty, to agree to surrender his Lease.

Your Committee would, therefore, recommend that Fifty (50) acres of Land, on Lot 55, be given to Petitioner, and that an application be made to the Lieutenant Governor to that effect.

BENJAMIN DAVIES.
ALEXANDER LAIRD.
ALLAN FRASER.
FRANCIS LONGWORTH.

Committee Room, April 8, 1853.

(Copy of Affidavit.)

Prince Edward Island.

In the Supreme Court of Judicature.—William Henry Pope, of Charlottetown, in said Island, Attorney for Bentinck Harry Cumberland, and Margaret William Tryon Cumberland, his Wife, maketh Oath and saith, that Neil Darrach is justly and truly indebted to the said Bentinck Harry Cumberland, and Margaret William Tryon Cumberland, his Wife, in the sum of Thirty-four Pounds and upwards, for the arrears of a certain yearly Rent of Four Pounds three shillings and four pence, due and payable by the said Neil Darrach to the said Bentinck Harry Cumberland, and Margaret William Tryon Cumberland his wife, upon and by virtue of a certain Indenture of Lease, bearing date the Ninth day of November, One thousand eight hundred and forty-six, and made between the said Bentinck Harry Cumberland, and Margaret William Tryon Cumberland, his Wife, of the one part, and the said Neil Darrach of the other part.

W. H. POPE.

Sworn at my Chambers, this 22nd day of May, 1851, before me.

D. HODGSON, Com.

Neil Darrach in Acct. with Harry B. Cumberland.

DR.			
1st Jan. 1847—To 1 Year's Rent, due per Lease,	£4	3	4
1st Jan. 1848—" 1 year's Rent, do.,	4	3	4
1st Jan. 1849—" 1 year's Rent, do.,	4	3	4
1st Jan, 1850—" 1 year's Rent, do.,	4	3	4
1st Jan. 1851—" 1 year's Rent, do.,	4	3	4
	£20	16	8
CR			
12th Feb., 1847—By amt. paid, as per Receipt,	£4	4	4
16th Mar., 1848—" amt. paid, do,,	4	4	4
March, 1849—" amt. paid, do.,	4	4	4
8th May, 1850—" amt. paid do.,	2	9	0
1849, 1850, and 1851—Acct. of Labor,	1	16	6
Balance,	3	18	2
	£20	16	8
DR.			
To Balance due H. B. Cumberland, before the first claim commenced, in 1851,	£3	18	2

Examined

BENJ. EAVIES, Chairman.

Committee Room, April, 1853.

The Report and annexed account, as above given, having been read by the hon. Chairman,—

Hon. Mr. POPE. The statement purports to be a proper Dr. and Cr. Account. But who made it out? Did Captain Cumberland? Was it furnished by the Plaintiff to the Defendant?

Mr. DAVIES. It was drawn out by the Committee, who have placed on the debit side of the account all the yearly Rents which had become due, under the Lease, up to the commencement of the action for the recovery of arrears; and, on the credit side, all the several payments which, by the receipts produced, they found had been paid, on account of rent under the Lease; and the account shews that the balance to the Plaintiffs, at the time the action was commenced, was only £3 18s. 2d., instead of £34 and upwards, as set forth in the Affidavit of the Agent and Attorney of the Plaintiffs.

Mr. YEO. I have been informed that the arrears of rent, for the recovery of which proceedings were instituted against the Petitioner, Darrach, were arrears which were due to Capt. Cumberland at the time the Lease was granted in 1846.

Hon. Mr. POPE. The account submitted to the House in Committee is not an authentic statement: it has been trumped up by the Special Committee, without any due enquiry, and without any knowledge of the statement of account set forth in Captain Cumberland's Books, to which reference ought to have been made, as well as to the Receipts produced by the Petitioner. By the account trumped up by the Committee, it would appear that it embraced all the dealings which had been, or taken place between the Petitioner and Capt. Cumberland; whereas the fact is, that, if Capt. Cumberland's Books were examined, they would shew a considerable balance due, by the Petitioner, to Captain Cumberland, at the time when the Lease was granted; and prove that, although the Petitioner had paid the several amounts for which he held Receipts, since the time of his obtaining the Lease, yet the amount of arrears had not diminished, but rather increased, since that time: for the annual rent, as it became due under the Lease, had always been added to or entered below the balance standing in Capt. Cumberland's Books; and, for the payments made by the Petitioner, he had always received credit as against the whole arrears; Captain Cumberland having, in doing so, exercised the right—to which every man of business would tell the Committee he was entitled—of placing all payments against the old arrears or account, instead of giving credit for them on account of rents of later dates, or which had accrued under the Lease. The Report and Statement of Account of the Special Committee were completely *ex parte.* They were altogether founded on the representations made by one party; and, therefore, could not be relied on. But, besides the insufficiency and unfairness of the Report, against which I protest, I object to the course which the House is pursuing with respect to the subject of it, because, instead of thereby discharging a duty, they are assuming to themselves the right to exercise functions which are quite foreign to them; and I wish to warn the Committee that, if they attempt to blend judicial with legislative powers, or think that they can lay aside the latter and assume the former, at their pleasure, they greatly mistake their capacity; and, by any such attempt, they will, I do not hesitate to say it, be much more likely to draw down ridicule upon themselves, than to effect a redress of grievances. The enquiry which they have instituted is nothing to me, although, now that it has been entered upon, I could wish the truth to be positively ascertained; but the investigation cannot be fully and fairly prosecuted by this Committee. We cannot exercise judicial authority; and if there has been any irregularity or injustice in the proceedings complained of by the Petitioner, such irregularity and injustice can be fully exhibited and redressed only in a court of law. When Darrach was in jail many attempts, I understand, were made, by him, to get out; and he did his utmost to defraud Capt. Cumberland of the arrears which were due, by him, for use and occupation of his farm, previously to his taking or obtaining a Lease of it. At length, I believe, a sort of compromise was entered into, by and between the parties; according to which it was agreed that the father, Neil Darrach, should relinquish his Lease, and that Capt. Cumberland and his wife should grant another, of the same land, to the son, Archibald Darrach; the annual rent, to be reserved therein, to be such as would not only cover and include the rent reserved by the original Lease, but should be so increased that, in the lapse of a certain period of years, it would if duly paid, extinguish or liquidate the claim of Capt. Cumberland and his Wife, as against the father, Neil Darrach, for the amount of arrears due on account of use and occupation of the land, and for which the father was then in jail; and that then, at the expiration of such period, the arrears having been so extinguished, the Lease granted to the son, on those terms, should be cancelled, and a new one given for the remainder of the term of the father's original Lease which should then be unexpired, and at the aunual rent reserved in the said original Lease. How far this agreement was acted upon, I cannot, of my own knowledge, say; but, I believe, it was in consequence of its being carried into effect that the father was released from Jail. Captain Cumberland is a kind landlord; and I do not believe that he has sought to recover one farthing more, from the Petitioner, than was justly due to him. On the contrary, I am certain that the account fairly stated, as it is in his Books would shew the Committee, that, taking into account the arrears due at the time the Petitioner obtained his Lease, he Captain Cumberland, has fairly given him credit for every payment he has made on account of rent, and that the arrears for which he has been sued were justly and positively due. I am inclined to think that the Petitioner has been ill-advised, and that it will be impossible to make out a case for him that will bear a full and impartial investigation, and establish any thing in his favor. The report says that judgment went by default, but his own Attorney states that it was with the consent of his Agent or representative, his son, Archibald Darrach.

Mr. LONGWORTH. It was the second action—commenced when the Petitioner was in jail, on account of the first—which went by default. With respect to the statement of account referred to by the Report, and appended to it,, it ought, perhaps, to have been stated, in the Report, that it was made ont by the Special Committee, who, in doing so, took the Petitioner's Lease and his receipts for rent as their guides; and, I have no doubt, the statement is a perfectly correct one. The whole proceedings have been closely, but calmly and impartially, reviewed by the Special Committee; and I, as a member of the Committee, hesitate not to say, that they are, of the kind, the most harsh and severe I have ever heard of. The Petitioner, it plainly appears, took a Lease of his farm, from Capt. Cumberland and his wife, in 1846, when no arrears of rent, on account of the said farm, were stated, or admitted, to be due, by means of any document signed by him; and, as most satisfactorily proved to the Special Committee, by the production of his Receipts for Rent, he had from the time of his taking the Lease, up to the time, when the first action was commenced against him, been very regular in the discharge of the Rent arising under the Lease. Yet, notwithstanding the regularity of his payments, he finds, in 1851, that an action is commenced against him, in the Supreme Court, in the name of Capt Cumberland and his wife, for arrears of Rent under the Lease; the basis of the action being an Affidavit of the Agent and Attorney of Capt. Cumberland and wife, declaring that the sum of Thirty-four pounds and upwards, was due by him (Neil Darrach) to Capt. Cumberland and wife, for the arrears of a certain yearly Rent of £4 3s 4d, upon and by virtue of a certain Indenture of lease, bearing date the Ninth day of November, 1846. Now, the arrears of Rent under the Lease, admitting that nothing had been paid by the Lessee, on account of Rent under the Lease, but that the whole had been allowed to accumulate in arrear, would not have amounted to the sum set forth as arrears of Rent due to Capt. Cumberland and wife, upon and by virtue of the Lease in question; no, not even with 50 per cent added to them. The poor man was, no doubt, astonished beyond measure when the claim and its nature were made known and explained to him; and, ignorant of any other means by which he could hope to ward it off, he feed an an Attorney to defend the action in the Supreme Court. The time of trial arrived, but the Defendant's Attorney, instead of putting in a full and sufficient defence to the action, as the Special Committee are persuaded he might have done, allowed judgment—for some unaccountable reason: he says by consent of his client—to be entered up against the Defendant for more even than the whole amount, erroneously set forth as due, under the Lease, by the Affidavit of the Plaintiffs' Attorney, although, in fact, there was no more owing, upon and by virtue of the Lease, to the Plaintiffs, than £3 18s 2d. Besides, the Special Committee find, by the evidence of two other Counsel, that Archibald Darrach, the son and agent of the Defendant, Neil Darrach, being dissatisfied with the proceedings of the Attorney General, to whom the defence of the action had been originally entrusted, feed them to take up the defence; and that they, accordingly, went into the Court for that purpose, but found that the action had been confessed, by the Attorney General, as Counsel for the Defendant, and judgment recorded; and that, therefore, it was too late for them to do any thing in the matter In adverting to the Counsel so retained, it is due to them to state, that finding they could do nothing to extricate the poor man from the difficulties in which he was immeshed, they returned their fees. Afterwards an Execution was issued, against the Defendant, upon the judgment so recorded, whereon the Sheriff was directed to levy £44 12s 6d,—£15 of this sum being the costs of the Attorney who brought the action; and the consequence was that the poor man was arrested and imprisoned; and, whilst in jail, served with another Writ for Arrears of Rent; and, being quite an illiterate man, not even understanding English, he knew not whether the Writ was some further process on account of the former action, or altogether some new proceeding. In fact the poor man knew not what it was, nor what to make of it, until he was informed, by the Jailor, that another judgment had been entered up against him on account of it. Thus, two judgments together amounting to £82 5s, were obtained against the Petitioner, when, in my opinion, all that he owed to the Plaintiff, on account of arrears of Rent, was only £3 18s 2d. The poor man, on account of these judgments has suffered imprisonment for nine months; and, in order to obtain a discharge from them and his release from jail, has been obliged to surrender the Lease of his farm, which, I understand, is a very valuable one. He has certainly been treated with great harshness and severity; and few things can be plainer, I think, than that the poor man and his interests have been sacrificed. I will not, however attempt to decide how or on what grounds that sacrifice was made; but I do not hesitate to declare that according to my opinion, the judgments were unwarrantably obtained, and, I think, the Plaintiffs' and the Defendant's Attorneys are both alike culpable with respect to them. The poor man who has thus been cruelly and unjustly deprived of his farm, is 73 years of age. His case certainly demands more than mere sympathy at our hands, if it be in our power to afford him more; but I do not know what course to recommend for his relief, unless it be that proposed in the Report of the Special Committee, the granting to him of 50 acres of Land, or otherwise which would, perhaps be better, the voting to him of a sum of money to bring his case again fully and fairly before the Supreme Court.

MR. YEO. Before making their Report, the Special Committee should, I think, have instituted such enquiries as would have been likely to show them whether any arrears of Rent were due by the Petitioner at the time of his obtaining his Lease, or not.

MR. DAVIES. What further information concerning arrears of Rent stated, by Affidavit of the Plaintiffs' Agent and Attorney, to be due upon and by virtue of a certain Indenture of Lease, could the Committee require than was afforded them by the Lease and the Receipts for the payment of Rent which accrued under it? And what protection could a tenant have against unjust demands, on account of Rent, by or on behalf of his landlord, if Receipts were not to protect him, and to be allowed to stand against Rents alleged to have accrued under his Lease? The case under consideration of the Committee is, I think, the worst of the kind that has ever occurred in the Island. It can scarcely be imagined how, under the color of law, a tenant can be worse treated than the Petitioner has been. How can a case be worse than that in which the tenant is first deprived of all he possessed, and then turned out of possession of his farm, in a state of destitution, at the advanced age of 73 years; and that too on account of demands for Rent unjustly preferred against him?

HON. the SPEAKER. The House will be in the dark concerning the facts of the case, until they shall have examined the Receipts; concerning which we have no evidence but what is afforded us by the Report of the Special Committee. The Special Committee, no doubt, fully satisfied themselves that the Receipts were what they have, in their Report, stated them to be; but I think it the duty of the House to examine those Receipts for themselves; and I, therefore, move that they be now read by the Chairman. The Receipts, as subjoined, were then read by HON. MR. JARDINE, and were found to be in perfect accordance with the credit side of the Statement of Account made out by the Special Committee, as it is given above.

Received from Neil Darrach the sum of Four pounds Three shillings and Four pence.

M. M. FANNING,
Feb. 15, 1840. for CAPT. CUMBERLAND.

Received from Neil Darrach the sum of Three pounds Ten shillings this 6th April, 1841.

B. H. CUMBERLAND.

Ringwood, 28th January, 1842.

£5 1s. 4½d.

Received from Archibald Darrach the sum of Five pounds One shilling and Four pence half-penny being the amount of one year's rent, and part of last year's.

B. H. CUMBERLAND.

Received from Neil Darrach the sum of Four pounds Four shillings and Four pence, being the amount due for one year's rent and Land tax.

B. H. CUMBERLAND.

30th January, 1843.

Charlottetown, March 25th, 1845.

£4 4s. 4d.

Received from Neil Darrach Four Pounds Four shillings and Four pence, being for rent due Capt. Cumberland, also 3s. 4d.

EDWARD PALMER,
per W. H. POPE.

Received from Neil Darrach the sum £4. 4s. 4d. being the amount of one year's Rent and Land Tax, this 26th January 1846.

M. T. CUMBERLAND.

Received from Neil Darrach, the sum of Four pounds Four shillings and Four pence, being the amount of one year's Rent and Land Tax.

B. H. CUMBERLAND.

12th Feb. 1847.

16th March, 1848.

Received from Archibald Darrach Four Pounds Four and Four pence, being the amount of one year's Rent and Land Tax. B. H. CUMBERLAND.

Received of Archibald Darrach, the sum of £4 4s. 4d., being the amount of one year's Rent and Land Tax, with the exception of 3d—that being the additional Land Tax. B. H. CUMBERLAND.

Ringwood, March, 1849.

Received from Neil Darrach, the sum of Two pounds Nine on account of Rent.

8th May, 1850. B. H. CUMBERLAND.

MR. YEO. These Receipts are all correct; but the question is, Were not the sums, the payment of which is acknowledged by them, paid, not on account of Rent accruing under the Lease, but on account of arrears of Rent which were due when the Lease was granted? The Special Committee had no knowledge of what arrears of Rent were due previously to the granting of the Lease; and there it is, I think, that the mistake lies. Right is right, and should always be done; but, until we shall have satisfactorily ascertained on what account these Receipts were given—whether on account of Rent accruing under the Lease, or on account of arrears which had previously accrued, we shall not be in a position to pronounce correctly in the matter. None of the Receipts say for what year or years the sums acknowledged by them, were paid.

Hon. Mr. COLES. In order most satisfactorily to prove that the Receipts, given after the Petitioner came under the covenants of a Lease, were on account of Rents which had accrued upon and by virtue of the Lease, and not on account of previous arrears, it is only necessary to refer—first, to the Receipt, bearing date "28th January, 1842," which is stated to be for "£5 1s 4d, being the amount of one year's Rent, and part of last year's," and, then, to those which follow, in regular order, up to the first given after the granting of the Lease, in 1846, dated "18th February, 1847," and which is for "£4 4s 4d, the amount of one year's Rent and land-tax." From the evidence of these Receipts, it is quite plain, that the payments made, by the Petitioner, to Capt. Cumberland, were not on account of old arrears;—nay more, they afford almost conclusive evidence that there were no arrears at all.

Mr LONGWORTH. That is exactly the view, taken by the Special Committee, of the evidence afforded by the Receipts; and they have reported accordingly.

Hon. the SPEAKER. The evidence of the Receipts is,—commencing with that of 1847, independently of any other proof,—quite sufficient to shew that the sums acknowledged by them were paid and received on account of Rent, as accruing under the Lease, and not on account of any previous arrears. The Receipts are a regular series, commencing after the granting of the Lease, for 1847, 1848, 1849, and 1850, being not only for the Rent but the land-assessment too; and, of themselves, they not only furnish sufficient evidence that the payments acknowledged by them were for Rent accruing under the Lease, but they also afford very strong presumptive evidence that no arrears whatever were due previously to the granting of the Lease; particularly when the series of Receipts for some years before the taking of the Lease by the Petitioner, is also complete, and one of that series states the amount paid to be "for one year's Rent, and part of last year's."

Mr. YEO. The select Committee should have ascertained the real facts of the case by an examination of Captain Cumberland's Books and Rent-Roll.

Mr DAVIES. The evidence of such a Book was not to be had: and if it had been forthcoming, the Special Committee would surely not have allowed the evidence of the Landlord's Books to nullify his receipts.

Hon. Mr. WARBURTON. The Books of the Landlord or Agent ought not, in a case like this, to be admitted as evidence. The Receipts are, in themselves, evidence which can not be disproved. It is very well known that landlords or agents, when from home, and when they have not their Books with them, occasionally receive payments on account of Rents; and it may be that, sometimes, they inadvertently omit to give credit for sums so received. The possibility of such omissions being quite clear, would it not then be the height of absurdity and injustice to allow such evidence as might be afforded by the Landlords' or the Agents' Books to set aside or nullify that of *bona fide* and duly expressed Receipts? The Receipt, dated 28th January, 1842, is a proof that all arrears of Rent were paid up to that time; and it is quite impossible, in the face of that Receipt and of those which follow it, in a regular series, to shew there were any arrears or balance of Rent due, at the time the first action was instituted, otherwise than under the Lease, or that the balance due was more than £3 18s. 2d. And, besides, as the Petitioner was *writted* for arrears due upon and by virtue of the Lease, I am, I must confess, completely at a loss to understand how any arrears of Rent which had accrued before the granting of the Lease—admitting that there were any such arrears—could be recovered by means of such a process. In fact no such arrears, I believe, can, be recovered at all, after the granting of a Lease, unless the payment of them be secured by some valid instrument. I, at any rate, know that, with respect to squatters, the practice is, when Leases are given them, to say nothing about any arrears of Rent as being due for previous use and occupation of their farms: all that is, generally, required or expected of them, is, that they shall, in future, regularly pay their Rents as they become due under their Leases.

(To be continued)

R. B. IRVING, Reporter.

RECIPROCITY.

(From the New Brunswicker.)

Negociations have been resumed at Washington by the British Minister and Secretary Marcy, for a settlement of reciprocal free trade between the United states and the British North American Colonies, and also for the adjustment of the fishery question. It is reported that terms will be agreed upon, as the President is anxious to have a treaty signed previous to the commencement of the fishing season

We observe that the House of Assembly of Newfoundland have appointed one of their number to proceed to Washington for the purpose of making known the views of the people of that island on the subject of reciprocity; a step which will no doubt be productive of benefit to that Colony, by making known to the British Minister the sentiments of the inhabitants with respect to reciprocity and the fisheries.

We trust Mr. Crampton will carefully consider the question in all its bearings upon Colonial interests, and not hastily conclude any arrangement which may give the Americans the right to fish along our coasts without due deliberation and consultation. An equivalent for so great a boon can scarcely be given by the United States, and we therefore hope that nothing may be done hastily, which would inflict injury and mortification upon the Colonies for all future time.