

# 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. X.

Charlottetown, Prince Edward Island, Monday, November 19, 1860.

New Series.—No. 45



Office of Public Lands.

### SELKIRK ESTATE.

THE COMMISSIONER OF PUBLIC LANDS having, under the Act of the Colonial Legislature, 16th Victoria, cap 18, concluded the purchase of parts of Townships Nos. 53, 57, 58, 59, 60 and 62 (the property of the Earl of Selkirk) gives notice to all parties whom it may concern, that he will attend at the different portions of the Estate (as below mentioned), to give an opportunity to parties to produce their Agreements, Leases, or other documents, and to receive the deposits from all persons desirous of purchasing the FREE-HOLD of their several locations, in the terms of the said Act; also, for the disposal of WILDERNESS LANDS on the said Township, s.

On MONDAY, the 3d day of DECEMBER next, at 10 o'clock, a.m., at Mr. JOHN HARRIS, Cardigan Road, Lot 53, where the Settlers on the said Township are required to attend.  
On TUESDAY, the 4th, and WEDNESDAY, the 5th, at Mr. ALDERS, Montague, Lot 59, where the Settlers on Duse's Road, Whim Road, and Montague, are required to attend.  
On THURSDAY, FRIDAY and SATURDAY, the 6th, 7th and 8th, at Mr. JOHN EXMAN'S Mills, Lot 58, where the Settlers on Murray Harbour Road, Green Marsh, Head of Montague and Back Settlements are required to attend.

On THURSDAY, the 13th, at 1 p.m., at Mr. JOHN KENNEDY'S, Wood Islands, Lot 62, where, and on which day, the Settlers on Little Sands will be required to attend.  
On FRIDAY and SATURDAY, the 14th and 15th, at Mr. JOHN KENNEDY'S, where the Settlers on the remaining portions of Lots 60 and 62, are required to attend.

NOTICE.—All persons holding Leases or Agreements will be required to produce them, and all persons omitting or neglecting to meet the Commissioner at the places and dates before named, will have to attend at his Office in Charlottetown.

JOHN ALDOUS, Commissioner.

Nov. 1, 1860.

### PUBLIC LANDS.

Townships Nos. 38, 39, 40, 41, 42 and 43.

THE SETTLERS, and all persons under Contract for the opening of Roads on the above Townships, are hereby notified that the Commissioner will attend at MAURICE KENNEDY'S, Pisiquid, Lot 38, on MONDAY, the 19th day of NOVEMBER next, at 12 o'clock, noon, and from thence proceed to the new line of Road (commencing at Peak's Road, and extending East from Barr's Road by O'Brien's) to examine the work of the several Contractors, previous to which date it is required that the work be well and faithfully executed, to entitle them to the credit of their respective contracts. Persons desirous of purchasing Farms will find good Land, well timbered, on the above Road.

On TUESDAY, the 20th, at Mr. JOHN PHILLAN'S, Lot 39.  
On WEDNESDAY, the 21st, at 10 o'clock, a.m., at Mr. THOMAS KENNEDY'S, Mill Hill, to examine the work of the several Contractors thereon, extending 40 chains South beyond Morrissey's land.

On THURSDAY, the 22d, at WIMBORNE KENNEDY'S, Lot 40.  
On FRIDAY, the 23d, at 10 a.m., at Mr. MALCOLM McDONALD'S, Upton Road, Lot 41, to examine the work of the several Contractors on the new line of Road running North to Bay River, and at 3 p.m., at the same place, to examine the work of the several Contractors thereon, extending 40 chains South beyond Morrissey's land.

On SATURDAY, the 24th, at 10 a.m., at THOMAS CURRIE'S, Bay Fortune Road, Lot 42, to examine the work of the several Contractors on the new Road west of Bay River; and at 1 o'clock, p.m., at Mr. JAMES DAVISON'S, Hullo Bay, Lot 43, at 10 o'clock, a.m., at Mr. MICHAEL J. RYAN'S, Bay Fortune, north to examine the work of the several Contractors thereon. It is particularly requested that all persons having Contracts on the above named Roads attend on the days specified; and further, that no credit will be given, unless such Contracts be faithfully completed prior to such dates.

On MONDAY, the 26th, at JOHN SUTHERLAND'S, Esquire, Head of St. Peter's Bay, Lot 44, to examine the work of the several Contractors on the new line of Road running North to Bay River, and at 3 p.m., at the same place, to examine the work of the several Contractors thereon, extending 40 chains South beyond Morrissey's land.

The Commissioner, desirous of avoiding coercive measures, requests all persons on the above Townships indebted to the Government, either by Bond, Instalment, or Note of Hand, to pay their respective amounts then due, at the places and dates above mentioned, namely, 2d, 4th and 25th, and 26th days of November next; and all such persons having heretofore previously notified, neglecting to make payment thereon, their Lands will be Gazetted in accordance with the Act Vic. 16, cap. 18.

### DEEDS.

The Commissioner having several Deeds of conveyance ready for delivery, all persons who have not yet received their Deeds, are requested to make application for the same, at the places and dates above mentioned.

JOHN ALDOUS, Commissioner.  
October 18, 1860.

### ROME; PAST AND PRESENT;

A LECTURE BY THE RIGHT REV. DR. MULOCK, Bishop of St. John's, N. F.

THE above Lecture was recently published in the Examiner, but the demand for it being greater than the edition of the paper could supply, on account of the able and eloquent manner in which it describes the history of the Papacy, and shows the extent and character of the Pope's temporal power—it has been deemed advisable to publish it in the form of a pamphlet, and it is now ready for delivery. The learned author has signified his approval of its publication in this form. For sale at the Examiner Office, price 4d. each Nov. 5, 1860.

### MAPS FOR THE DISTRICT SCHOOLS.

FOR SALE at HAZARD'S Book Depot, Candall's Maps of Prince Edward Island, new and improved edition, mounted on rollers, &c., price to Schools, 15s. 9d. only.—to be delivered, on payment, to the order of Teachers or School Trustees. The Board of Education has ordered that Trustees of each Public School heretofore supplied with a Map of the Island, shall forthwith procure a copy of the above.

JOHN McNEILL, Sec'y, B. Education.  
September 4, 1860.

### Accounts, Arbitrations, &c., &c.

COMPLICATED Accounts arranged, Arbitration Papers prepared, Insolvent's 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. 1st ly.

### NEW GRANBY LAND.

FREE GRANTS, who own Grant Land to all eligible persons of the Province, on a cost-free basis for the purpose of settling on the said Land. Every information given on application to land. Every information given.

### VALUABLE FARM FOR SALE.

THE well known FARM, situated at Little River, Lot 56, King's County, owned by the late JESSE DINGWELL, Esq., containing 200 acres under lease for 999 years on 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 with respect 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 of all of each, as may suit the purchaser. A part of the purchase money can remain on interest, by security on the property.

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 Gull's Road, chiefly covered with Hard Wood 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.

### SALE BY AUCTION.

TO BE SOLD BY PUBLIC AUCTION, at the Colonial Building, Charlottetown, on SATURDAY, the First day of DECEMBER next, at the hour of 12 o'clock, noon, under a Power of Sale, contained in a certain Deed of Release in Mortgage, dated the 29th day of March last, made between John Ball, of Charlottetown, in Prince Edward Island, Merchant, and his wife, of the one part, and Stephen Swaby and Daniel Jackson Roberts, of the same place, Merchants, of the other part: All that Tract of Land situate in STRATFORD, on Lot of Township No. 48, in Prince Edward Island, described in the said Mortgage as bounded as follows: that is to say, commencing at the North-west angle of John street, on the East edge of Hillsborough street, or the Main Post Road leading from Charlottetown Ferry to Georgetown, thence (according to the magnetic North of the year 1764), North 51 degrees East 290 feet, or until it meets the South-west boundary of a Farm in possession of the Heirs of the late James Welsh, thence following the course of said South-west boundary North 33 degrees West 60 feet, or until it meets the South-east boundary of a Plot of Land in possession of John Stewart, thence following the course of said South-east boundary South 31 degrees West 210 feet, or until it reaches the place of commencement. For particulars and terms of sale, apply to Messrs. SWABEY & ROBERTS, Charlottetown.

Dated this 31st day of August, A. D., 1860. J. HESSLER, Solicitor.

### Excellent Business Stand for Sale.

THE Subscriber will Sell or Sell the Dwelling House, Shop, and Premises lately occupied by him at Traveller's Rest, Lot 19. The stand is a most desirable one, being well adapted for an Innkeeper, Tradesman, or Merchant. It is in the midst of the most flourishing community in the Island, and is within 4 miles of Summerside and St. Eleanors. It is so well known that further description is unnecessary.

Terms moderate, and possession given immediately.  
JAMES MURHEAD, Summerside, Lot 19, Sept. 11, 1860. 4f

### FARM FOR SALE.

FOR SALE, a fine Farm of 50 acres, near Cranb's, Malpeque Road, fronting 150 chains on the Malpeque and 27 chains on the Loyalist Road—cropped with about 8 or 9 acres Oats and Potatoes, and six acre 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 WILLIAM FORGAN, March 27, 1860.

### 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 Post Road, on Township No. 5, in Prince County, one-half an acre 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 Georgetown 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 McKinnon, 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. 4f

### For Sale,

THAT FARM, consisting of 59 acres, lately occupied by Richard Milford, Esq., 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 Blacksmith's Forge and a Cartwright, and a short distance from the shore is a never-failing bed of mud-mud. For further particulars apply to Mr. William E. Dawson, Charlottetown, or to April 18, 1860. (of.) JOHN MILFORD, Royalty.

### FRANKLIN HOUSE,

QUEEN STREET. SITUATED IN CHARLOTTETOWN, Now complete and open for the accommodation of TRANSIENT & PERMANENT BOARDERS. PETER MCGOWAN, PROPRIETOR. Aug. 7, 1860.

### McMURRAY & DAMMARELL,

Ship Chandlers & Grocers, No. 69 SOUTH STREET, cor. Pine, NEW YORK.

CAP. JOSEPH McMURRAY, JAMES DAMMARELL, N. B.—Provisions constantly on hand at the lowest market rates. Sept. 4, 1860. 3m—pd.

### ALEXANDER McKINNON,

AUCTIONEER AND GENERAL COMMISSION MERCHANT, QUEEN STREET, CHARLOTTETOWN, P. E. ISLAND.

Office in the same Building as A. H. Yates, Esq. PISCATAQUA FIRE & MARINE INSURANCE Co., OF MAINE. CAPITAL . . . \$500,000. J. S. CARVELL, Agent. 3m. EUROPEAN AND NORTH AMERICAN RAILWAY From St. John to Shediac. J. S. CARVELL, Agent. 3m. Charlottetown, P. E. I. Sept. 4, 1860. Charlottetown, P. E. I. Sept. 4, 1860.

### Poetry.

FOR THE EXAMINER.

#### RUTH.

And Ruth said, entreat me not to leave thee, or to return from following after thee: for whither thou goest I will go; and where thou lodgest I will lodge: thy people shall be my people, and thy God my God. Where thou dost will I die: The Lord do as he saith, and more also: I might but death part thee and me.—Ruth, 1st chap. 16th and 17A vs.

Entreat no more that I should leave  
Thy side, my dear Lord's widowed mother!  
But suffer me with thee to grieve,  
Nor deem that I can love another.  
If thou wilt let thy kindred go,  
In distant Bethlehem to dwell,  
I'll follow as the fawn the doe,  
Or, as its dam, the young gazelle.

Thy lot is mine, whate'er betide,  
And though thy people scorn the stranger,  
Thou'lt find thy daughter by thy side,  
Warding or sharing every danger.

As clings the vine unto the tree,  
Nor hinders its young growth cherished,  
Nor leaves it, though it prostrate be,  
And with it all its hopes have perished:  
But o'er its fallen prop will twine  
The lowly wreath its state to hide,  
Content in humble love to shine,  
Where once its head was raised in pride:

Thus do I love thee, thus am I  
Around thy fallen fortunes twining  
My flowers, to screen thy misery,  
Which I can share without repining.  
Though Orpah leave thee, to remain  
Beside the tomb, where Mahlon's sleeping,  
Though I may never see again  
My kindred for their loved one weeping:

For them I have one sad farewell,  
One bitter tear for Chilion's tomb;  
That shed, there, will remain to swell  
To bind the Moab girl to home.

Think not that Moab's gods shall claim  
The homage of my widowed spirit;  
Thy God and mine shall be the same,  
And Chilion's Heaven will merit.  
We both are smitten by one blow—  
Our cup of sorrow hath been one—  
The stroke which laid Ruth's husband low  
Deprived Naomi of a son.

And when the icy hand of death  
Shall close thine eyes to earth forever,  
Thine lip shall open to its latest breath,  
And nought but heaven our bond shall sever.  
And when they lay me in my grave,  
I'll be in it where thou art lying,  
One cypress o'er us both shall wave,  
And Ruth will have thee close in dying.

Charlottetown, 1860. H.

### LAND COMMISSIONERS' COURT.

Georgetown, Thursday, 20th Sept. 1860.

Report continued.

FINLAY McNEILL, Esq., M. P. P., said, he endorsed almost every thing which had been said by Mr. Wightman; and that, to the tenancy of whom that gentleman had most particularly spoken, it was a matter of impossibility, notwithstanding their honesty, sobriety, and industry, to pay the rents (1s. 6d. sterling per acre) to which they were liable. Their British sterling per acre) to which they were liable. Their rents at a high rate, he considered a very great hardship. But, although they were unable to pay their rents, they would most gladly believe, used every exertion and submit to great sacrifices in order to accomplish the purchasing of their farms in fee simple, provided the opportunity to do so were afforded them at a lenient rate. To show, however, how easy, under the operation of such a scheme as might, on the recommendation being submitted, by their lease, to the purchase of the tenancy into freeholds, too high a value might be set upon the lands, or tenants, in their eagerness to become freeholders, might over estimate their ability to purchase their lands, he would just mention that 300 acres of the Worrell Estate, which, under the operation of the Land Purchase Act had been sold to settlers, had recently, owing to the inability of the first purchasers to make good their purchases by the payment of their instalments, been, under foreclosure, again sold by the Public Land Commission; and that proceeding the first purchasers had lost not only their first instalments but their lands and the improvements which had been made by them thereon.

Evidence of Mr. Vere Beck.  
He was a freeholder on Lot 63; had been resident upon it for a period of 64 years, and was well acquainted with the circumstances and ability of the tenants thereon. One shilling and six pence sterling per acre was the usual rent upon the Township. Many of the tenants were greatly in arrears; some, individually, as much as £30 or £40, and some more. They were a hard-working, sober, and industrious people. Though a great cause of their being in arrears was their having few small families who had been unable to assist them in the clearing and working of their farms. The first agent for the township was the son of the proprietor, and he had shown himself to be a feeling man. The tenants could not, out of the produce of their farms, both pay rents and support their families at the same time. They would be willing to purchase the freeholds being subjected, by their lease, to the payment of rents at a high rate. On an average, the value of the Township was £100 per acre. On an average, the value of the Township was £100 per acre. On an average, the value of the Township was £100 per acre.

Evidence of Mr. Philip Beers.  
He had been some time upon the Lot. He held 270 acres from the Montaguons. There was a mill-stream upon his land. The land was good land; and his rent was 1s. per acre per annum. He paid £30 a year for a block of 100 acres, with a saw-mill upon it, and the privilege of cutting timber upon all the wilderness lands. He paid 1s. an acre for the rent. The payment of rents coming upon the tenants so early, it is impossible for them to pay them out of their farms. No man can make a living out of his farm and pay rent for it at the same time. When he had paid a year's rent he is no better off than he was before. It would be impossible for a man, solely dependent upon the produce of his farm, to pay rent for his farm without starving his family. No man could do it. As to the value of the lands, they might be bought, on an average worth from 7s. to 8s. per acre, with 10 years to pay it in. Some were worth more than 1s. 6s. an acre, some not worth more than 2s., whilst others were worth 5s., and some worth 10s. an acre.

Evidence of Mr. Rodd, Steele, John Steele, and Thomas Fisher.  
Mr. RODDICK STEELE, speaking for himself and his brother delegates, said, he had heard all that had been said by other delegates who had that day given evidence in Court respecting the condition of the tenancy; and he thought it was quite sufficient for him to say that he fully concurred in all that they had said; for they had spoken truthfully and truly.

Lot 63. Mr. McLeure.  
Mr. McLeure said, the parties whom he represented were very desirous to purchase the freeholds of their farms, and make every effort to do so.

Lot 61. Mr. Bartholomew Lelacheur.  
It appeared to Mr. Lelacheur that the parties whom he represented were more oppressed than the tenancy in an annual part of the Island. They held their farms under an annual rent of £24 and some odd shillings per 100 acres. Not one quarter of the lot was fit for cultivation; those parts which were so being mere strips along a hedge. The tenants were not able to pay their rents; some of them being £20, some £30, some £40, and some even £80 in arrears. Mr. Lelacheur then detailed, at some length, the circumstances under which his father and his family had been induced to immigrate to this country from the Island of Jersey. He said his father was deluded by a promise of the destruction of the forest system, and promised him that he should have lands bordering on Elliot River, within 5 miles of Charlottetown; but that when he came out he found the location appointed him was in the interior of the woods. His father sold his property at home for £800 currency, and with that sum bought 1500 acres here, which he retained for 30 years, and then sold to Mr. Worrell at 4s. 9d. an acre. The whole family then removed to Murray Hill; but all but himself and one of his brothers went to South Australia and the United States. The greater part of the 1500 acres, for which his father had paid £800 currency, was worth little or nothing. The tenancy on Lot 61 had held a public meeting at which he had been chosen to appear before the Honorable Court as a delegate to represent their grievances.

Mr. RICE—Lives on Lot 51. Has a long lease from Montgomery at 1s. per acre per annum. Has about 25 acres clear. Has been about 12 years on his farm. All the tenants are in arrears. They cannot pay their rents of their farms. They would willingly agree to purchase their farms, provided they were offered to them on reasonable terms. The land is very poor, and ought, if offered to them at all, to be offered to them at an extremely low rate. They had promised to pay a rent of 1s. 6d. per acre per annum; and they would have paid it had they been able to do so—but to do so had been out of their power. The lands were not worth more, on an average, than 5s. an acre, with 10 years to pay it in. If they were to promise more they would not be able to pay it. The tenants had no complaints to make against either proprietor or agent. Capt. Rice had been their agent, but now it is Mr. Haviland. They have all used in STRATFORD.

Mr. HENRY MOONEY—I perfectly agree with all that has been said by my brother delegate, Mr. Rice, both as respects the value of my lands and the treatment we have received from the proprietor and his agents, of whom, certainly, we have no just cause to complain; but, in my opinion, Mr. Douss is the best agent there has been in the Island, for, on the payment of one year's rent, he offered to give us clear receipts for the same and all arrears.

Lot 50. Delegates, Messrs. Peter McKinnon, John McMullen, — live, and — Mooney.  
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