

GENERAL INTELLIGENCE.

We regret to learn that the Rev. M. Pickles on his way to the lower Wesleyan Chapel last Sunday morning, was thrown down with much violence by a runaway horse, and fell upon a wheel of the carriage which was attached to the horse, receiving severe bruises on the arms and legs, and only escaped more serious injury by the merciful interposition of Providence. The unhappy Rev. gentleman is now unable to resume his public duties next Sabbath—*Yarmouth Herald.*

CHINESE HABITS.—Our domestic and personal habits of cleanliness make a visit to even a gentleman's family—for such they were—very trying to flesh and blood. It is hardly possible to imagine such a state of discomfort as this family presented. The reception room, about twenty feet square, was only about the width of a narrow alley, the other quarters being left for the stowing away of boxes, packages, &c. In this room was a square table, which would dine four, or, at a pinch, eight; and half a dozen chairs, and a sofa, and a bedstead lined either side of the room. Adjoining this was the apartment for guests, which had one table, loaded with account-books, abacus, ink pallet, and tea tray, leaving a narrow strip of the wall for a chair, or writing at. It matters not which room we are in, that in front or at the side; any member of the family, or indeed any stranger who has business with the family, has a perfect right to go in and out, to sit, stare, smoke, spit, &c.

The women of the family are not dressed nearly so neatly as a cottager's wife at home, and their habits of dirt and smoke make the looks more wretched. They may be found in a kitchen, or in any other outer room that they have access to, sliding away their time. Useful needlework among the ladies of a family is almost unknown; men tailors are generally hired to mend the woollen goods of the family, daughters, or the women servants, would, with us, easily accomplish. As to books, they are quite out of their province. A woman able to read would be a wonder, even in a place of ten thousand or twenty thousand inhabitants. The education of the masses has not yet so much as touched them. In this, as well as in many other respects, we retain the characteristics which belong to the nation of the East. We had with us some copies of a valuable work on the Evidence of Christianity. One of the sons, himself a scholar, begged a copy, and then gave it to a little nephew of seven or eight years of age, under the title of the book. I knew the book would have but little chance in the young wretch's hands, and would gladly have reclaimed the present; but such a step would have been rude, and would not have done good, so I could only hope that his uncle might take it from him, and put it on his bookshelf. In this family, as in all others with which, during my sojourn in China, I have become acquainted, the most striking absence of all useful reading—reading for pleasure, to instruct the mind, awaken the feelings of one's nature, and enlarge one's views. Books of this kind are of great value, but they are not to be read; what is evidenced in all family arrangements where no books are seen lying about to tempt the visitor; and also in travelling arrangements, where it is a disgrace to bring for a selection of the best books or implements of writing with him on his journey. There was a cousin of my host's, whom I had seen on a former occasion, who showed considerable acquaintance with geography and history, and who seemed an exception to what is stated above, reading for information, and gladly making use of such books of general science as came in his way. He had also shown a great interest in the subject of the Bible, and had written a few lines of congratulation on the occasion of my former visit, concluding with a few stanzas of poetry expressive of his joy at hearing from my lips the way of life. He was a simple man, and had a few scraps of a simple shop, and, in the course of the afternoon, made his appearance. With him I had half an hour's sensible conversation, which was a welcome

change after the empty ceremony of the rest of the family. Unless some important business is in hand, the hour of retiring to rest is earlier than with us, and we were not sorry to be left alone about eight o'clock. We have not, however, been kept up a constant rioting; but as they did not come near us, we did not experience such annoyance from them as from the vermin the night before.—*Hunt's Merch. Mag.*

UNITED STATES.

As the period approaches for the Presidential election, the excitement seems to be increasing. It occurred at the highest position, chiefly in consequence of the State elections for Pennsylvania, which has twenty-seven votes in the Electoral College, being in favour of the democratic party, by a large majority. Ohio, on the other hand, which has twenty-eight votes, has gone in favour of the republican party, by an equally large majority; and the Fremont journals also affect to believe that the election will be generally made in Pennsylvania, will show a different result from those which have recently terminated; and they are sanguine of success. The Presidential election is conducted in the following manner:—The electors meet when and where the real struggle will take place. On the first Tuesday after the first Monday in November, the people in the several States elect a certain number of electors, who are generally met on the 1st Wednesday in December, and cast their votes; whoever is elected must obtain 119 votes out of 296. The whole number of votes in the slave-holding States is 129, and in the States free of slavery is 170. The States, therefore, it will be plainly seen, have not strength sufficient in themselves to return their candidate; but nevertheless they generally manage to succeed in their object. This year, however, the question of the free and slave States is a very important issue before the people, and it is impossible to define the result.

It appears that after all that the Central American question is not so completely adjusted as was generally understood. An United States Commissioner appointed to enquire into the circumstances under which the passengers of a Railway train were set upon and pillaged, on their progress across the States, was recently ordered by the United States Government ought at once to take possession of the entire isthmus. It is added that this cool proposition has found favour at Washington, but from the indignant shout of the English press, the *Times* especially—the British Government will never consent to it.

The filibuster and usurper Walker, has gained another battle in Nicaragua, with a very trifling loss. It is now said that the American Minister openly sympathizes with him, and that he has publicly declared himself heart and soul in favour of his government. He expressed his belief at the same time, that the success of the English press would become a star of the North American Confederacy. The policy of the Government of the United States is pretty evident. In return for the support received from President Fremont, the United States has legalized slavery, although heretofore prohibited in all the Central American States.

The forgeries of Charles B. Huntington, which we reported last week, amount to over \$400,000, nearly all of which had been deposited as security for money borrowed. Bishop Henry U. Onderdonk, who has been suspended from the exercise of episcopal functions for the last twelve years, has been elected to the vacant see of Hartford at the General Convention. The vote for the immediate and unconditional remission of the sentence of suspension was passed after a long discussion, 21 to 8. The missionaries of the Virginia, Kentucky, Ohio, Georgia, Virginia, Massachusetts, Mississippi, and South Carolina. The Bishops of Connecticut, New Jersey, Maine, Florida, and California were absent.

THE LAW OF STORMS.—The man who, when there is a domestic storm, steps in between man and wife, is as bad as he who, when there is a political storm, holds up two dripping umbrellas, for he gets protected by neither by the one or the other, but by the contrary catches it from both sides.

HASZARD'S GAZETTE.

Wednesday, November 5, 1856.

William Thompson, Complainant, and John S. Bremner, Assistant Controller of the Sheriff, Defendants.

The Defendant in this case was taken by a warrant, issued by the Mayor of Charlestown, who is also a Justice of the Peace for the County of Queen's County, and the master was heard before the Mayor and Recorder on the 30th day of August, 1856, and the same day as then appeared are fully stated in the opinion given by the latter at the request of the former, which opinion we now give.

"This is a case of unlawful detention of a certificate of Registry of a vessel, and is brought under the provisions of the 50th section of the Merchant Shipping Act of 1854. The material facts of the case are as follows:—The Complainant, William Thompson, had contracted the *Rapid*, under a contract of sale from John M'Fadyen, the registered owner, which contract or agreement is now produced. He has been legally appointed master, and as owner and master has been, as he states, in the quiet and undisturbed possession of the *Rapid* from that date up to the 21st Sept. last, on which day he was arrested for debt and confined in the jail of Charlestown, where he has been ever since and now remains. The Complainant was accompanied by Mr. John Ings, came to Complainant in jail and demanded the Certificate of Registry, threatened to prosecute him if he refused to give it; that Complainant accordingly handed the Certificate to the Sheriff, who immediately called on him to let it out of his hands or have anything written on it; and after having exacted a promise that it should be returned to him. A demand had been made by the Sheriff, and he stated that he had parted with the certificate to Mr. John Ings. Under these circumstances the Complainant had himself liable to the penalty of £100 Sterling, under the 5th Section of the Merchant Shipping Act, of 1854. On the 21st day of September, 1856, the Complainant is not denied by the Complainant, that Mr. James Yeas had a previous mortgage on the vessel, which mortgage was assigned to Ings, and that it was for the purpose of having this assignment legally completed, that the Complainant had previously parted with the Certificate of Registry to the Sheriff, and that it was the duty of the Complainant to give it up, and had he refused, he would undoubtedly have been liable to the penalty of £100 Sterling, for such detention. Then came the question, had the Defendant (Bremner) a right to retain it after a demand for the same had been made by the person whom he received it, and is he liable to the penalty of £100 for having parted with it? The Complainant, who is in the possession of the *Schr. Rapid* under two grounds, that he is the *bona fide* owner and the person in possession of the vessel. 2d That he is the Master. To prove that he is the owner, he produces the agreement or contract of sale above alluded to. This, it appears, was a contract of sale, and that under certain conditions are previously complied with, which conditions, it is admitted, were complied with. The Complainant, as *ship* either *legal* or *equitable* has therefore passed from M'Fadyen to the Complainant, and the Complainant, who is in possession of the Certificate of Registry on the vessel, is the owner. The 50th Section of the Act is then to be construed as follows:—'If any person shall be guilty of using only for the navigation of the ship.' Now, can a master of a ship who is in possession of the Certificate of Registry, and is not able even to visit the ship, can he be said to have a title to demand the Certificate of Registry in any case? This is absurd on the face of it. Is not this the very case or one of the cases contemplated by the Act? The Complainant, in the possession of the ship, shall be entitled to retain the Certificate of Registry and prevent any other person from being appointed to the vessel. And this leads to the question, how far the mortgage has a right to interfere? The 70th Section of the Act, which relates to the mortgage, is also to be construed as follows:—'If any person shall be guilty of using only for the purpose of securing the payment of the mortgage money. The counsel for the Complainant, however, insists that the 50th clause. It is intended to protect mortgages—to strengthen, not to weaken their claim. A mortgagee is not to be considered as being in a different position from that where he holds the Certificate of Registry as a mere lien for money advanced in possession he remains virtually the owner. Should the vessel be sold, or should the vessel abandoned by him, would it not be competent for the mortgagee to take possession

and appoint another person master! When a master is prevented by the operation of the law from performing his duties, when he is incapable of doing so, and acting as such, and the master, however unfortunate it may be, the contract between him and the owner is dissolved, he has ceased to be the master. The owner, having obtained possession of the vessel, had a right to do so, and he appoints a new master, and this he has a right to do. This is a case of a mortgagee, for a dereliction of duty, to impose upon him a penalty to the extent of £100 Sterling, and the County Court, in imposing a penalty, it must be very certain that he has done wrong. Let us see how the master states: The officer receives in a legal manner the Certificate of Registry, and he is bound to mortgagee shows that the master is not in a position to enter upon his duties as such, that the penalty is laid upon his dereliction; he demands to have the name of another person indorsed upon the Certificate of Registry, this is done and the vessel proceeds to sea. In all this the officer has done his duty, and no more, and I am of opinion, that he is not liable to the penalty sought to be inflicted."

The Mayor, or rather Mr. Hutchinson, for he was the Mayor at the time, and the Justice of the Peace, stated, that he took a different view of the case from the Recorder, his was a more liberal view, and he was of opinion, that Mr. Bremner was not entitled to refuse to give up the Certificate of Registry when demanded by the Sheriff, and that he was not guilty of a breach of faith in giving it to Ings, and therefore sentenced the Defendant to pay the penalty of £100, and to be liable to be committed to prison if he refused to give it up; that the Complainant accordingly handed the Certificate to the Sheriff, who immediately called on him to let it out of his hands or have anything written on it; and after having exacted a promise that it should be returned to him. A demand had been made by the Sheriff, and he stated that he had parted with the certificate to Mr. John Ings. Under these circumstances the Complainant had himself liable to the penalty of £100 Sterling, under the 5th Section of the Merchant Shipping Act, of 1854. On the 21st day of September, 1856, the Complainant is not denied by the Complainant, that Mr. James Yeas had a previous mortgage on the vessel, which mortgage was assigned to Ings, and that it was for the purpose of having this assignment legally completed, that the Complainant had previously parted with the Certificate of Registry to the Sheriff, and that it was the duty of the Complainant to give it up, and had he refused, he would undoubtedly have been liable to the penalty of £100 Sterling, for such detention. Then came the question, had the Defendant (Bremner) a right to retain it after a demand for the same had been made by the person whom he received it, and is he liable to the penalty of £100 for having parted with it? The Complainant, who is in the possession of the *Schr. Rapid* under two grounds, that he is the *bona fide* owner and the person in possession of the vessel. 2d That he is the Master. To prove that he is the owner, he produces the agreement or contract of sale above alluded to. This, it appears, was a contract of sale, and that under certain conditions are previously complied with, which conditions, it is admitted, were complied with. The Complainant, as *ship* either *legal* or *equitable* has therefore passed from M'Fadyen to the Complainant, and the Complainant, who is in possession of the Certificate of Registry on the vessel, is the owner. The 50th Section of the Act is then to be construed as follows:—'If any person shall be guilty of using only for the navigation of the ship.' Now, can a master of a ship who is in possession of the Certificate of Registry, and is not able even to visit the ship, can he be said to have a title to demand the Certificate of Registry in any case? This is absurd on the face of it. Is not this the very case or one of the cases contemplated by the Act? The Complainant, in the possession of the ship, shall be entitled to retain the Certificate of Registry and prevent any other person from being appointed to the vessel. And this leads to the question, how far the mortgage has a right to interfere? The 70th Section of the Act, which relates to the mortgage, is also to be construed as follows:—'If any person shall be guilty of using only for the purpose of securing the payment of the mortgage money. The counsel for the Complainant, however, insists that the 50th clause. It is intended to protect mortgages—to strengthen, not to weaken their claim. A mortgagee is not to be considered as being in a different position from that where he holds the Certificate of Registry as a mere lien for money advanced in possession he remains virtually the owner. Should the vessel be sold, or should the vessel abandoned by him, would it not be competent for the mortgagee to take possession

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