

Wm. Chipman Esq.

THE NEW-BRUNSWICK

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The following Act passed by the Legislature of the Province of New-Brunswick, in the month of March 1820, is confirmed, finally enacted and ratified, by an order of The KING in Council, dated at the Court at Carlton House the 9th day of June 1821.

AN ACT to alter, and in addition to an Act, intituled an Act for establishing a tender in all payments to be made in this Province.

WHEREAS the passing of the milled Doubloon at the current rate of Four Pounds, although conducive of great benefit, has a tendency while the same is not made a legal tender, and while the Spanish Dollar and other Silver Specie are kept at the present current rates, to diminish the circulating quantity of all other Specie in the Province, and is found to be highly inconvenient—

I. Be it therefore enacted by the Lieutenant-Governor, Council, and Assembly, That the milled Doubloon, or Four Pistolet Piece of Spain, shall pass current and be received and paid for Four Pounds each, and the aliquot parts thereof at a proportionate value, and the Spanish milled Dollars shall pass current and be received and paid for Five Shillings and Fourpence each, and the aliquot parts of said Dollar shall pass current and be received and paid in the like proportion, and the French Five Franc Pieces shall pass current and be received and paid for Five Shillings each.

II. And be it further enacted, That the herein before mentioned Gold and Silver Coins shall be deemed and considered as a legal tender at the rates aforesaid, in all payments of money to be made in this Province, and shall be so adjudged in all Courts of Justice in the same. Provide always, that nothing herein contained shall extend to make any Doubloon or part of a Doubloon that may be plugged, a lawful tender, or any Doubloon weighing less than seventeen pennyweights eight grains, or any aliquot part of a Doubloon deficient of proportionate weight, a lawful tender in any case whatever, except at a deduction of twopence farthing for every grain so deficient.

III. And be it further enacted, That so much of the Act made and passed in the twenty-sixth year of His Majesty's Reign, intituled "An Act for establishing a tender in all payments to be made in this Province," as relates to the Spanish milled Dollars being made current at Five Shillings, be, and the same is hereby repealed.

IV. And be it further enacted, That this Act shall not be in force until His Majesty's Royal approbation be thereunto had and declared.

By Command, GEO. SHORE, Dep. Sec.

At a Special Session of the Peace holden at the County Hall in Fredericton, in and for the County of York, on Friday the 14th September, 1821—

ORDERED, that from and after Friday the 21st inst. inclusive, the ASSIZE of BREAD in the Town of Fredericton, be as follows:

THE Sixpenny Wheat } lb. 02.
Loaf to weigh, - - - } 2 : 12
Ditto, Rye, do. - - - } 3 : 12
And other Loaves in proportion.

H. C. CLOPPER, Dy. Clerk of the Peace.

By the Honourable JOHN MURRAY BLISS, Esquire, one of the Justices of His Majesty's Supreme Court of Judicature for the Province of New-Brunswick.

To all to whom it may concern, Greeting: NOTICE is hereby given, that upon the application of William Secord, to me duly made according to the form of the Act of Assembly in such case lately made and provided; I have directed all the estate as well real as personal, within this Province, of Charles French, late of the Parish of Norton, County of King's, Yeoman (which same Charles French, is departed from and without the limits of this Province, with intent and design to defraud the said William Secord, and the other Creditors of the said Charles French, (if any there be) of their just dues, or else to avoid being arrested by the ordinary process of Law, as it is alleged against him) to be seized and attached, and that unless the said Charles French, do return and discharge his said debt or debts within three months from the publication hereof, all the estate as well real as personal of the said Charles French, within this Province, will be sold

for the payment and satisfaction of the Creditors of the said Charles French.

Dated at Saint John, the thirty-first day of July, one thousand eight hundred and twenty-one.

J. M. BLISS, W. B. KINNEAR, Att'y.

By the Honourable JOHN ROBINSON, Esquire, one of the Judges of the Inferior Court of Common Pleas for the City and County of Saint John, in the Province of New-Brunswick.

To all to whom it may concern, Greeting: NOTICE is hereby given, that upon the application of John L. Venner, to me duly made, according to the form of the Act of Assembly in such case lately made and provided, I have directed all the estate as well real as personal within this City and County of Saint John, of Raymond Laliberte, (which same Raymond Laliberte, is departed from and without the limits of this Province, with intent and design to defraud the said John L. Venner, and the other Creditors of the said Raymond Laliberte, (if any such there be) of their just dues, or else to avoid being arrested by the ordinary process of Law as it is alleged against him) to be seized and attached; and that unless the said Raymond Laliberte, do return and discharge his said debt or debts within three months from the publication hereof, all the estate as well as personal of the said Raymond Laliberte, within this City and County of Saint John, will be sold for the payment and satisfaction of the Creditors of the said Raymond Laliberte.

Dated at St. John, the twenty-eighth day of August, in the year of our Lord one thousand eight hundred and twenty-one.

JOHN ROBINSON, Mayor, W. B. KINNEAR, Att'y.

By JOHN KEILLOR, Esquire, one of His Majesty's Justices of the Inferior Court of Common Pleas for the County of Westmorland.

NOTICE is hereby given, that upon the application of John Rennison, of the Parish of Dorchester, in the County of Westmorland, labourer, to me duly made pursuant to the directions of the Act of Assembly in such case made and provided: I have directed all the estate as well real as personal, of James Hamilton, late of the said Parish of Dorchester, in the County of Westmorland aforesaid, stone cutter, (which said James Hamilton hath departed from this Province, with intent and design to defraud the said John Rennison, and the other Creditors of the said James Hamilton, if any there be, of their just dues, or else to avoid being arrested by the ordinary process of the Law as is alleged against him) to be seized and attached; and that unless the said James Hamilton do return and discharge his debts, within three months from the publication hereof, all the estate as well real as personal of the said James Hamilton, within this County of Westmorland, will be sold for the payment and satisfaction of the Creditors of the said James Hamilton.

Dated at Dorchester, the thirteenth day of October, in the year of our Lord one thousand eight hundred and twenty-one.

JOHN KEILLOR, J. C. P.

BREACH OF PROMISE OF MARRIAGE.

York, August 16. DAVIDSON WILSON.

Mr. Colman opened the pleadings.—The plaintiff, James Davison, asked compensation in damages for breach of promise of marriage, by Rachel Wilson, the defendant. The defendant denied that any promise had been given, and upon that, issue was joined.

Mr. Scarlett.—He had to state to them the case opened by his learned friend. The

plaintiff now applied to them for some reparation in damages for the loss he had sustained in being deprived of a marriage which had been promised, and from which he had reason to expect comfort and happiness. A celebrated writer, who would be admired as long as the English language lived, and whose observations on life, manners, and human nature, formed the surest authority to which their attention could be directed—he meant Lord Bacon; this celebrated writer had said, "a young man marries for a mistress; a middle aged man, for a companion; an old man for a nurse." This remark was authorised by the highest species of philosophy, and by the justest views of human nature. "It is not good for man to be alone." Solitude at any period of life was not good: we were made for society, and for communicating and enjoying pleasure or consolation by reciprocity of attention and kindness. He made these remarks, because he observed a smile upon some faces on account of the age of his client. He admitted that he was 68; and if at least he could not provide himself with a nurse on account of the defendant's conduct, he was entitled to damages, and must feel as sensibly as a younger man the loss he suffered. The defendant was sufficiently advanced in life to be answerable for her promises; she had attained to all the discretion which years ensured; she was not a giddy, thoughtless, extravagant girl; she was not of an age that would make her marriage with the plaintiff unhappy, as in many cases which occurred. She was a very steady, a very discreet, a very sensible lady, and of an age quite suitable for the plaintiff. Miss Wilson, he understood, was 64 years of age. (The burst of laughter infected the learned Counsel himself, and occasioned a short pause in the love story.) They saw how difficult it was to excite sympathy for love at this age. He wished he possessed the genius and the eloquence of a celebrated writer, a foreigner, who charmed all his readers by the description of love at the age of 60, or that he felt the genius and poetic fire of a great writer of our own age and country, Lord Byron, who had made the love of an old man of 80 the subject of a tragedy. The love which he had to state to the Jury, was one of the soberest views which the passion presented. But there was great advantage after all, in aged love—in having the comforts and advantages of a steady and matured union of sentiments. A true friend was not to be found in any other state, if it was true that there was no real friendship but in perfect community of interests. The plaintiff had been originally a sea-faring man, and by his distinguished gallantry on board of a vessel which he commanded he had raised himself to notice. He had been married, and had had a family of whom some were now living. His wife had died in 1805. Since that time he lived in Ayton, where the defendant lived with her father, mother, and younger sister. The plaintiff's and defendant's families meeting, in the same line of life, they became acquainted. From long acquaintance, Mr. Davison and Miss Wilson learned to esteem each other. When he became a widower, his visits were more frequent. She had then a brother, who was his particular friend, but was now dead. They thus became extremely well acquainted with each other, and cherished the greatest mutual respect. At length her father, her mother, and her younger sister died, leaving her alone of the family. He (Mr. Scarlett) was able to show, that before this period great intimacy and constant intercourse had subsisted, though there had been then no views of a matrimonial connexion, but of friendship only. But at that time the mutual attachment which had been so long increasing, had taken a different turn. She was left desolate, not in fortune, for she had £10,000; but she was alone in life, having lost her father, mother, brother, and sister. This gentleman continued to be one

of her most intimate friends; in him she reposed confidence; him she consulted in the administration of her affairs. In this state she would not find it convenient to have the affection and attachment of one who understood the world, and who could be of great use in the management of her affairs. She, living alone in the house which her family had occupied, had resolved, from the extreme inconvenience of the house, which was old, and too large, to sell it. She quitted it, and took lodgings of a Mr. Williams, in Gisbrough, leaving the plaintiff to arrange the various matters which she had to settle in Ayton. At this period he should begin to lay before them evidence of that contract, the breach of which was the ground of the present action, although he felt averse to expose the enlightened communications which were made upon this subject. She had actually made the plaintiff engage a house in order to live together in it as man and wife. How it was, then, that the union had not taken place would be shewn to them. He (Mr. Scarlett) did not mean to say, that his client had been so absurd as to despise the additional comforts to be derived from a wife's fortune; but her fortune had not been his object. He had said—"With respect to fortune, I ask not a farthing; settle it as you please, except what may be necessary for our living comfortably." But as matters approached a crisis, and after she had left the house at Ayton, he wrote her a letter, which the other party was now challenged to produce, saying—"That she ought to communicate to Mr. and Mrs. Dodds, her intention of changing her condition." That was the cause of the present action, for they, one or both, had dissuaded her from fulfilling her engagement. He would now lay before them the correspondence. They would not find in it the strong expressions of passion which a girl of 18 might be expected to use, but the sober discretion and the prudence which were required in a wife, predominated. The learned Counsel here read extracts of several letters, in which the maiden lady made arrangements respecting her nephew, William Wilson, an organ, and the mortgage of an estate, and from which the learned Counsel inferred unbounded confidence in her plighted lover. Her letter of October 7, 1820, she directed him to burn. Why that caution? What she wrote must have meaning in it when so much caution was applied to it. In her letter of October 18, the first intimation of her intention to change her condition appeared. She avowed some views which she was unwilling to commit to paper. Those views were communicated at a personal interview. They could not be proved as thus communicated, but they could be inferred from other letters. In her letter of the 2d of December she wrote—"Time brings all things about." Just what a lady always said when the fixing of the day was proposed. Ask that it should be to-morrow? Impossible; but time brings all things about. "If it should be told to Mr. —, it will make me quite unhappy." This must have been some jester, who would make her uncomfortable by his jests on the subject. "None of my relations would disapprove of it." Let them observe that. Disapprove of what? The directions for taking a house, the apprehensions of ridicule, the reference to time bringing about all things, that was clearly the wedding day: then the allusions to the month of May proved distinctly what step the lady meant to take. She directed that two cows would be sufficient. This was prudent attention. She further regretted that she had not been able to go to Ayton on a certain day to drink tea, but she would go on a certain day for the electrifying machine. (Here the learned Counsel was interrupted with laughter.) He would explain what this meant. Her young nephew was supposed to require electric shocks, and she would go to Ayton for the electrifying machine, and thus see Captain