

always in better condition in the Spring than those of my neighbours who keep their stock in the ordinary buildings of the country; and much less subject to the various distempers to which cattle are liable. No inconvenience is experienced from the building becoming too warm in mild weather, as there is sufficient means for ventilation.

"I have the honor to be, Sir,

"Your obedient servant,

(Signed)

"ALEX. GOODFELLOW
To Professor Johnston, &c. &c. &c., Fredericton."

I cannot but recommend practical men to put faith in Mr. Goodfellow, and to follow his example. And while they provide better stables for their cattle, they should also aim at sheltering the fields which the cattle graze in, and the grain crops which grow upon their farms, by those thicker fences and belts of screening plantations, to which I have adverted in a previous part of this Report.

6th. On the method of constructing and repairing ordinary fences in the climate of New Brunswick, I do not feel myself competent to offer an opinion; but the suggestions I have thought it right to offer upon shelter for the purpose of warmth, remind me of some remarks upon fencing, with which I have been favoured by Mr. W. Wilnot, of Saint Mary's, and which I venture to insert in this place:

"It has been the practice from time immemorial to make all repairs early in the Spring as soon as the snow leaves the ground. We wish here to reverse the order as to time, making all repairs in the autumn, after the crop is gathered, and when the farmer has the most leisure time. We shall now assign our reason for adopting this novel period: It is well known that after the harvest we pasture all our fields, and are then careless about keeping up our fences so late in the season; and it is not uncommon to see bars left down, gates out of order, and fences broken down.

"The evil consequence of this neglect is seen to follow in the spring. The stock after living upon dry food for near seven months, show a great anxiety to seek for green food. The choice of fields are open to them, and as the surface, even of meadow land, when the frost draws out, is very soft, their foot-prints are often seen from two to four inches deep, which is a loss to all meadows, particularly new meadows; and then the holes remain as a lasting reproof to the owner till it is ploughed up again years after.

"After drawing this true position, our novel mode of repair will present itself to the best advantage, as it would effectually prevent any damage done to the soil, as the fields at that early season would be as secure as at any other time, and the repairs more effectually done, as there is no frost at that season to hinder setting stakes. We have heard but one objection made to this season of the year, which we shall now state and answer, closing our remarks at this time. It is this: 'We have no rails in the Fall to make those repairs.' We reply, that such an objection will apply to the objector as a reproof for not exercising sufficient forethought, that is so essentially necessary in every department through life; as every good farmer will always take care to provide the previous winter sufficient rails to meet any contingency of the kind, as a temporary fence is often wanted in large fields to give them the advantage of the after grass where a green crop is growing."

(To be Continued.)

SUPREME COURT—CARLETON CIRCUIT, SEPT. 1850.
(Before His Honor Judge Street.)

JOHN CALDWELL vs. CHARLES BOYER & JAMES BOYER.

Action Assumpsit brought to recover the amount of a promissory note stated in Plaintiff's declaration to have been drawn by Defendants in favour of one Patrick Green, and by him endorsed to plaintiff, dated 2nd day of December, 1847, for £25, payable at defendant, Charles Boyer's house in Brighton, 13 months after date. The declaration contained several counts, to all of which defendant pleaded the General Issue. The Honourable Charles Fisher appeared as Counsel for the plaintiff, and stated the case and testimony as given on the plaintiff's part hereafter. The first witness called was—

HENRY MCKINLEY.—Who stated that he was the subscribing witness to the note now shown to him, and that he saw the defendants sign it, the same note sued upon by plaintiff. Knows Patrick Green the endorser. Green owned a farm of land which defendant, James Boyer agreed to purchase, and I was called upon to draw the writings. Green, James Boyer, and myself went to the house of William Banks to draw the papers. A deed was drawn from Green to James Boyer. I drew the note now shown me and James Boyer signed it, after this Green would not take James Boyer's note alone, but required security, and he and Green and myself went to Charles Boyer's where he signed the note. The same note drawn at Banks' in his presence.

Cross-examined.—I witnessed the note and read it over to Green. Green remained in the Country until the note became due and then went off. There was but one note ever made in my presence by these parties, and that is the note plaintiff has. I know nothing of the other note, it is not in my hand writing. I swear William Banks did not read the note, and that Drummond Tompkins was not present at the time it was drawn. Upon recollection James Boyer did not sign the note till we went down to his father's. I own land in Carleton County and swore to it the last election. I never told Sam Lovely not to be scared, that he had the right note. I never told Delancy Tompkins that as God is my Judge I know nothing more of the note Caldwell has than you do. I did not tell Robert Woodward that I had never seen the note till I saw it in Caldwell's possession. I did not tell him the right note was in possession of Sam Lovely. I did not tell him that I did not know who could have drawn the note Caldwell had against the Boyers—the Green note, except it was Richard F. Peed, and that Peed and myself wrote a hand very much alike.

RICHARD F. PEED SWORN.—In January 1849, I saw Patrick Green at Caldwell's house, he then endorsed the note now produced, to Caldwell in my presence, Caldwell wrote his name, he made his mark, I witnessed the endorse-

ment, Caldwell paid him £14 for the note. Oliver Bulyea and Charles Burt were present.

Cross-examined.—I know it was a £25 note, I was sober. Green was not drunk, and I think the other parties were sober. I have been a witness frequently for John Caldwell. I see Patrick Green now in Court, I swear he is the man who endorsed the note.

JAMES CLARK.—Called to prove the demand of the note at Charles Boyer's house. His wife saw the note and said it was a forgery. Caldwell was with me, she said Lovely had the right note, and that the signature of one of the Boyers looked like his and was well fitted up, it was a counterfeit. I demanded the note.

OLIVER BULYEA SWORN.—I was travelling up the country in January or February 1849, and stopped at Caldwell's house. Patrick Green was there. Peed was there. I saw Green endorse the note. There was money paid.

Cross-examined.—I think Green is now in Court. I think we were all sober.

THOMAS MCKINLEY SWORN.—Henry McKinley is my father. At the day mentioned by my father, in the evening, Green came to our house and showed me the note.—This is the paper, (here the note sued upon was placed in his hands.) I know the note by a private mark. The note is not in my father's handwriting. I swear it is not his name subscribed by him as a witness—the note paid by him was shown to the witness.

Here the Plaintiff closed his case. Mr. L. P. Fisher counsel for the defendant stated the pleadings and the defence intended to be set up, which is detailed in the testimony of the witnesses, stating that it would appear that Forgery, Perjury, Subordination of Perjury and Fraud had been committed by some of the parties in the transaction. He called—

PATRICK GREEN.—Who being sworn stated, I am the person referred to by the parties. In December 1847, I sold a piece of land to James Boyer and wanted McKinley to draw the writings. We went to the house of William Banks for the purpose; the deed was drawn, Drummond Tompkins I think was there,—the note was drawn by McKinley, and read over and signed by James Boyer. Banks then advised me to have security, and I insisted upon having Boyer's father sign the note,—no new note was drawn,—Banks read over the note two or three times in my presence,—I recollect distinctly the note drawn by McKinley read—I promise to pay, &c., and not—We promise. (The note sued upon is then read to him.) This is not the note. (The other note is then read.)—This is the note, I swear it is. After the note was signed by James Boyer, we went to Charles Boyer's,—he signed it. I endorsed the note afterwards, before it was due, as security for a small sum of money in presence of Melsaac. I afterwards paid the amount, took up the note, in February 1849 sold it to Samuel Lovely in presence of Asa Upton for £15; there was £4 10s. paid on the note by Boyer before it was due, and endorsed, (the note sworn to by Green shewed the endorsement made as stated.) I never met Peed, Bulyea, and Burt at Caldwell's. I never endorsed any other note in their presence to Caldwell. I never endorsed the note Boyer gave me to Caldwell. I went to the States in February 1849, not intending to return. Several months afterwards I heard about the second note, and that Caldwell had sued Boyer; I then determined to go back to prevent Boyer being cheated. I arrived here in September 1849,—I stopped at Caldwell's house,—Caldwell said he was surprised to see me,—I told him I supposed he was, as he thought I would never be back, and he and Henry McKinley could rogue the Boyers out of the £25. He told me to say nothing about it, as I had got my pay, and McKinley had given him the note. I told him that I would not hold my tongue. I offered to sell Caldwell the note, but he would not buy it.

Cross-examined.—I wanted a joint note after Banks advised me to take it. Caldwell has a good right to know that I am ignorant. I know the note was read over, it was—I promise to pay. I never told Thomas McKinley on the day I got the note, that it would be a good plan to sell the note and forge another.

Re-examined.—I cannot read or write.

ASA UPTON EXAMINED.—Saw the last witness endorse the note in my presence to Sam Lovely on the 10th Feb. 1849, this is the note now shown to me by Mr. Fisher. Lovely paid £15 down. I know Henry McKinley,—have seen him write. I believe the names subscribed to the note now exhibited, are his hand-writing and the signatures his, I think both notes are his hand-writing.

JAMES McISAAC SWORN.—I was present when Green endorsed the note to Mr. Fisher as a security for £3, and Green I believe afterwards paid Mr. Fisher and took up the note; this is the note now shown to me by L. P. Fisher.

WM. BANKS EXAMINED.—McKinley, Banks, and James Boyer came to my house in December 1849, to draw writings. Drummond Tompkins was there at the time, he lived in my house. A deed was drawn, that is the paper; I witnessed it and so did McKinley. McKinley drew a note for £25, the note here showed me by Mr. Fisher is the same note. He wrote none other in my presence,—he read it over in my hearing and the hearing of others,—the ink used was very bad. After the note was drawn James Boyer signed it, and I advised Green to have security, and Boyer agreed to get his father. I read the note in the presence of all parties; then James Boyer, McKinley and Green went down to Charles Boyer's. The note that Caldwell has sued upon and now in evidence was not made, nor was it signed by Boyer at that time,—and I never heard of it till I heard a rumour of there being two notes. The note now shown to me by Mr. L. P. Fisher is the note which was drawn by McKinley and read over by him and myself, and he subscribed it as a witness. I am positive this is the note; it read—I promise to pay, and is written with pale ink, same as the agreement they were both written with the same ink, and I think from the writing McKinley wrote both notes.

Cross-examined.—In May 1849, Caldwell took me into Hart's at Woodstock, and asked me if I had seen a note of Boyer's, to whom I said I had, and that I understood Mr. Lovely had it; he said that Mr. Lovely had not the

right note. I told him that I should know the note if I saw it, and I could from recollection describe it, and if it answered the description it was the right note; I described it, and told him the note was drawn for one person to sign. I promise to pay,—and not a joint note; he showed me the note and I read two lines, and told him that it was not the right note, (this is the note in evidence which he showed to me) I told him that the note he had was a forged one.

DRUMMOND TOMPKINS.—I have been in Court during the trial, and have heard all the evidence. I was present at the time spoken of by Green, Banks and McKinley, at Bank's house in December 1849, when writings were drawn and a note. I lived in the house. James Boyer was there. I saw McKinley write a note; he read it over, and I recollect distinctly the wording of it James Boyer took a pen to sign it, and did so, the ink was very pale and they complained of it. After Boyer had signed it, Green, by the advice of Banks, said he must have security, and it was agreed to get his father. Banks read the note three times; I would know the note if read over to me. (Here Mr. L. P. Fisher read the note sued upon.) I swear that is not the note; no such paper was read there that day by either McKinley or Banks. The other note paid by Defendant was then read by Mr. Fisher, this is the note which was read over and signed by James Boyer; I recollect distinctly, it was I promise to pay and not we promise. I told Banks when the parties left the house that the note was not a joint note, he said it was not. McKinley must have seen me there.

Cross-examined.—I am related to Banks. I have no doubt as to the right note.

ROBERT A. HAY.—I know Henry McKinley, he has dealt with me to the amount of several hundreds of pounds. I have seen him write often; (here both notes were exhibited to Mr. Hay.) I have no doubt but that McKinley wrote both notes—the whole of them, excepting the signature to the note now shown me by Mr. Fisher, the note referred to by Mr. Hay is the note paid by Boyer and contended as being the only note made. If I knew McKinley was telling the truth I would believe him, otherwise not; where he was interested I would not believe him, on oath. I give my opinion from my own transactions with him, as well as from his general character.

DELANCY TOMPKINS.—Green went away from the Province in February 1849. In March 1849 I had a conversation with Caldwell and he asked me about the note. He said Lovely had the wrong note; I told him he was mistaken. Caldwell said there was another note, and Henry McKinley had another note made by Boyer to Green; Caldwell showed me the note about June 1849. I have seen the Boyer's write frequently, the note in evidence is written by McKinley; the signatures James and Charles Boyer are not their hand writing. The part of one signature is pretty well imitated. I know McKinley's writing, and I have no doubt he wrote both notes. I saw the right note in Green's possession before Lovely bought it. In July 1849 I had a conversation with Henry McKinley about the Caldwell note; he said to me—"Lord knows, Delancy, I know no more about the Caldwell note than you do." I would not believe Richard F. Peed on his oath.

Cross-examined.—I am connected by marriage with Lovely.

ROBERT WOODWARD, SWORN.—In June 1849 I had a conversation with Henry McKinley, and he then told me "that the note Lovely had was the right note, and that he had never seen Caldwell's note till he saw it at Caldwell's house in his possession."—In July 1849, at Henry McKinley's house in Brighton, he told me that he did not know who could have drawn the note Caldwell had except Richard Peed, that they were taught by one schoolmaster, and wrote much alike. He told me that Lovely had the right note.

GEORGE MATTOCKS, SWORN.—I was at Caldwell's on the 4th of February 1849 with Green, he offered to sell Caldwell the note but he would not buy it. On the 5th February Boyer came there, and was going to Woodstock to raise the money for Green to pay him the note, he went down but did not succeed. Green went up the river with me and showed the note, he remained with me till the 10th of February, when he sold the note to Lovely and I took him to the States. On the 26th March 1849, I was at Caldwell's house, we went into a room. Caldwell asked me if I knew what Patrick Green had done with the note against Boyer's, I told him that I understood that Lovely had got it. On the 11th July eighteen hundred and forty-nine, I had another conversation with Caldwell, he told me he had sued Boyer's, and that it was a dangerous case. I told him he knew whether the case was dangerous. He said that Green had endorsed the note and he could prove it by Peed. I told him if Peed swore to it he would swear to a lie, he replied you are right. Patrick Green did not endorse the note to me, but a man by the name of Green did.

SAMUEL LOVELY, SWORN.—I paid £15 to Green for the note, and he endorsed it to me in presence of Asa Upton. Henry McKinley told me since I had the note "Sam, don't be scared, you have got the right note." The Boyer's paid me the full amount of the note.

The Defendant's closed their case.

[The Plaintiff sought to introduce other evidence, which after argument by Counsel was rejected.]

Mr. L. P. Fisher then addressed the Jury for Defendants, commenting upon the evidence, and with great severity on the character of the Plaintiff and his witnesses, and was replied to by the Counsel for the Plaintiff, Honourable Charles Fisher.

His Honor Judge Street charged the Jury, stating that this case was unparalleled in its circumstances, and that in all his experience he had never witnessed or heard of such a case. His Honor recapitulated all the evidence, commenting upon it; leaving the whole question to the Jury, who after a few moments' deliberation returned a verdict for the Defendants. Upon which the Judge impounded the note, and stated that under the circumstances he should feel it his duty to submit the matter to the Crown officers.

The above is but a compressed sketch of the testimony given, and we should have been glad to have given the addresses of the Counsel for the parties, but want of space compels us to withhold.

THE WEALTH OF THE WORKING CLASSES.—The deposits in England, Wales, and Ireland, proportioned to the whole population, amounted in 1831 to 12s. 8d. per head, but in 1848 they had risen to 20s. 11d. per individual. The largest amount of these savings occurred in 1846, when they reached, in England alone, to more than 26,750,000l., and in the three kingdoms to more than 31,700,000l., being equal to 24s. per head on the population of England, Wales, and Ireland, and 10s. 8d. per head on that of Scotland. Of Friendly Societies there are 1,400 in Great Britain, regularly enrolled according to act of parliament, consisting of 1,000,000 members, with a gross annual revenue of 2,800,000l., and accumulated capital amounting to 5,400,000l. To this must be added the capital belonging to unenrolled benefit societies (exclusive of those in Ireland,) which has been estimated at a greater amount than those which exist "as the act directs," namely, at 9,000,000l., belonging to 2,500,000 of its members. It is indeed a most gratifying proof of the prudential, and, therefore, moral, as well as pecuniary advance, which this country has made during the past thirty years that half our labouring male population belong to friendly societies. The operative classes of Great Britain alone possess, at this moment, capital in savings banks and friendly societies, the total of which reaches the enormous sum of 42,000,000l.