David Russell Jack Bequest

The New-Brunswick Courier.

NEW SERIES. { VOL. IX. No. - 18 } SAINT JOHN, SATURDAY, SEPTEMBER 28, 1850. VOLUME XL. { NUMBER . . 22 WHOLE NO. 2051 }

THE NEW-BRUNSWICK COURIER Is Published every *Saturday*, by HENRY CHUBB & Co. at their Office in Chubb's Brick Building, (nearly opposite the Commercial Bank,) Prince William-street, Saint John, New-Brunswick.

TERMS:—15s. per annum, (*half in advance.*)

PRINTING in general, executed at the shortest notice, on liberal terms.

WEEKLY ALMANACK.

1850. SEPTEMBER.	Sun Rises	Sun Sets	Moon Rises	High Water
29 Sunday	6 0	5 40	11 40 a	5 31
30 Monday	6 1	5 39	- - -	6 55
1 Tuesday	6 3	5 36	0 48 m	8 0
2 Wednesday	6 4	5 34	2 1	8 52
3 Thursday	6 5	5 32	3 15	9 37
4 Friday	6 6	5 30	4 30	10 20
5 Saturday	6 7	5 28	Sets.	11 4

New Moon 5th, 10 h. 32 m. morning.—S. E.

BANK OF NEW-BRUNSWICK.

THOMAS LEAVITT, Esquire, *President.*

Director next week, - - - - *Robert Keltie, Esq.*

Discount Days—*Tuesdays* and *Fridays.*

Hours of business, from 10 to 3.

☞ BILLS or NOTES for Discount must be left at the Bank before One o'clock on the days immediately preceding the Discount days.

COMMERCIAL BANK OF NEW-BRUNSWICK.

D. J. McLAUGHLIN, Esquire, *President.*

Director next week, - - - - *Edward Sears, Esq.*

Discount Days . . . TUESDAYS and FRIDAYS.

Hours of business, from 10 to 3.

☞ BILLS or NOTES for Discount must be lodged before One o'clock on the days preceding the Discount days.

BANK OF BRITISH NORTH AMERICA.

SAINT JOHN BRANCH.

F. W. WOOD, Esquire, *Manager.*

Directors:

Hon. JOHN ROBERTSON, WM. H. STREET, Esq. J. V. THURGAR, Esq.

Discount Days—*Wednesdays* and *Saturdays.*

Hours of business, from 10 to 3.

☞ NOTES and BILLS for Discount to be left before 3 o'clock on the days preceding the Discount days.

NEW-BRUNSWICK Marine Assurance Company.

Office open every day (Sundays excepted) from 10 to 3 o'clock.

THOMAS LEAVITT, Esquire, *President.*

All applications for Insurance to be made in writing.

GLOBE ASSURANCE COMPANY.

JOHN DUNCAN, Esquire, President.

Office (in the Commercial Bank Building) open from 10 to 3 o'clock

Applications for Insurance to be in writing.

Mutual Insurance Company.

JOSEPH FAIRWEATHER, *President.*

J. W. LAWRENCE, THOMAS M. SMITH, } *Directors.*
S. L. TILLEY, ZEBEDEE RING,

J. M. ROBINSON, Esquire, *Solicitor;*
ISAAC WOODWARD, Esquire, *Secretary.*

Applications for Insurance against Fire to be made at the Office of the Secretary, North Market Wharf.

Central Fire Insurance Company,

AT FREDERICTON.

B. WOLHAUPTER, Esquire, *President.*

Applications for Insurance in St. John to be made to GEORGE THOMAS, *South Market Wharf.*

New-Brunswick Benefit Building Society and Savings' Fund.

OFFICE—Prince William-Street, St. John.

Trustees.—Wm. Wright, Robert F. Hazen, and Henry Chubb, Esquires.

ESTABLISHED 30th Sept. 1847, for the purpose of assisting the Members thereof in the purchase or erection of Houses, or the removal of incumbrances thereon, and to provide a safe Fund for the investment of money at a higher rate of interest than can be obtained from any other Institution. New Members admitted at any time, on application to the several Agents throughout the Province, or to the Secretary, St John.—

By order CHARLES L. STREET,
Feb. 8th, 1849. *Secy. and Treasurer*

SHERIFF'S SALES.

To be Sold on Wednesday the 21st day of August next, at the Coffee House Corner, in the City of Saint John, between the hours of 12 o'clock, noon, and 5 o'clock, afternoon:—

ALL the right, title, and interest of DANIEL L. DYKEMAN, of, in, and to all that Lot, piece, or parcel of Land, fronting on Water-street, on the Western side of the Harbour, in the said City, known as Lot No. 16.

Also, at the same time and place, the Lot of Land and Premises situate in Princess-street, on the Western side of the Harbour, now in the occupation of Daniel L. Dykeman and others, with all the Buildings and Improvements on the said Lots standing and being.

Taken under and by virtue of an Execution issued out of the Supreme Court.

CHARLES JOHNSTON, Sheriff.
Sheriff's Office, St. John, February 16, 1850.

To be Sold on Thursday, the 7th day of November next, at the Coffee-House Corner, in the City of Saint John, between the hours of 12 o'clock, noon, and 5 of the clock in the afternoon,

ALL the Right, Title, and Interest of JAMES NETHERY, of, in, and to all that certain Lot, Piece, or Parcel of Land situate, lying, and being in Duke's Ward, in the City of Saint John, known as Lot No. 1024, on the Corner of Queen and Carmarthen Streets, together with the Buildings and Improvements thereon, standing and being. The same having been taken under and by virtue of an Execution issued out of the Supreme Court.

CHARLES JOHNSTON, Sheriff.
Sheriff's Office, April 20 1850.

ÆTNA INSURANCE COMPANY Of Hartford, Connecticut.

THE subscriber, Agent for the above Insurance Company, continues to issue Policies and Renewal Receipts for Insurance on Dwelling Houses, Stores, Mills, Factories, Barns, Vessels and Cargoes while in Port, Vessels on the stocks, Household Furniture, Merchandise, and every other species of insurable personal property,—against

Loss or Damage by Fire,

at as low rates of premium as any similar institution in good standing.—Will give personal attendance to the survey of premises, &c. in the city and vicinity, on which insurance is desired, free of charge to the assured. Applications in writing (post paid,) from all other parts of the Province, describing the situation of the property to be insured, will receive prompt attention; the correctness of which description shall on all occasions be binding on the part of the applicant.

The ÆTNA INSURANCE COMPANY was incorporated in 1819—Capital, $200,000, with liberty to increase the same to half a million of dollars. The Capital has been all paid in, and invested in the best securities, independently of which a *surplus fund of* more than $25,000 has been set apart to meet occasional claims for Losses, and the stock bears a high premium.—The reputation the Office has acquired for promptness and liberality in the adjustment of losses requires no additional pledge to entitle it to a liberal share of public patronage.

A. BALLOCH, AGENT.
St. John, N. B. July 31st, 1841.

PROTECTION Insurance Company of Hartford,

SAINT JOHN AGENCY.

THE subscriber having been appointed Agent of the above Company, will attend to the renewal of Policies issued by the late Agent, W. H. SCOVIL, Esq. as also to effecting new Insurances against Fire, on Houses, Furniture, Merchandise, Ships on the stocks and in harbour, &c.

Sept. 2, 1843. A. BALLOCH, AGENT.

☞ NOTICE.

ALL Persons having any demands against the Estate of the Honorable HUGH JOHNSTON, deceased, are requested to present the same, duly attested; and all those indebted to the same Estate, are required to make immediate payment to JOHN M. ROBINSON, one of the undersigned.

HARRIET M. JOHNSTON, *Executrix.*
HUGH B. JOHNSTON, } *Executors.*
JOHN M. ROBINSON,
Saint John, May 7, 1850.

NOTICE.

ALL persons having any demands against the Estate of JOHN HEFFER, late of the Parish of Simonds, deceased, are requested to present the same, duly attested; and all persons indebted to said Estate are required to make immediate payment to

JANE HEFFER, *Executrix.*
THOMAS DAVIDSON, *Executor.*
July 3d, 1850.—3¶

COMMERCIAL BANK OF NEW-BRUNSWICK.

SAINT JOHN, 19th, October, 1849.

THE NOTES of this Bank are redeemable in Canada, at par, by the City Bank, at MONTREAL, and its Branches and Agencies at QUEBEC, THREE RIVERS, SHERBROOKE, and STANSTEAD.

G. P. SANCTON, *Cashier.*

NEW-BRUNSWICK. CITY AND COUNTY OF SAINT JOHN. }

Surrogate Court holden on the sixteenth day of August, A. D. 1850:

In the matter of the Estate of JANE THORPE, late of the City of Saint John, deceased—

WHEREAS WILLIAM EDGETT and ELIZA EDGETT, Administrators of the said Estate, having filed the final account of their Administration of the said Estate,

I do hereby cite all the Creditors and next of kin of the said deceased, and all persons interested in the said Estate, to appear before me, ALFRED L. STREET, Esquire, Surrogate Judge of Probate in and for the City and County aforesaid, at the Registrar's Office in the said City, on Monday the fourth day of November next, at two of the clock in the afternoon, to attend the passing and allowance of the said account.

Given under my Hand and Seal of the said Court, this 16th day of August, A. D. 1850.

ALFRED L. STREET, Surrogate Judge of Probate.

In Bankruptcy.

In the matter of JAMES ROBERTSON, of the City of Saint John, Merchant, against whom a Fiat in Bankruptcy was issued on the fourth day of April, 1849.

I HEREBY give notice that the Creditors who have proved their debts under the above estate, may receive a Dividend of Nine Pence in the Pound, upon application at my Office on Tuesday next, the 3d September, or any subsequent Tuesday, between the hours of eleven and one o'clock. The Notes, Bills, and Securities (if any) exhibited at the time of proof, must be produced to me before the Dividend can be paid.

Aug. 31, 1850. D. JORDAN, *Provisional Assignee.*

CHANCERY SALE.

To be sold at Public Auction, on TUESDAY, the 26th day of November next, at Eleven o'clock, A. M., with the approbation of the undersigned, one of the Masters of the Court of Chancery of this Province, at the Office of Mr. DANIEL JORDAN, Commercial Bank Building, Prince Wm. Street, Saint John, by virtue of a decretal order made in the said Court, in a cause wherein John Stewart is Complainant, and Daniel McGolrick, William Oram, George Oram, Thomas Barlow, George Fleming, and James Barber are Defendants,

ALL of the Leasehold Premises, situate in the Parish of Portland, in the County of St. John, in the Lease from John Pollok, described as beginning at the South western corner of the fence now erected round the deal-yard as at present occupied by Robert Rankin & Co., thence along the line of the said fence, to the rear of the lot as leased to the said John Pollok, by Thomas Merritt, being to the South line of a reserved road in rear of the said Lot, thence along the said rear line, about South 48° East, on a line parallel to the South western fence of the deal yard as at present occupied by Robert Rankin & Co., and keeping at the distance of 130 feet therefrom, for 150 feet or thereabouts, thence about South 47° West, about 72 feet or until it strikes the west side line of the lot leased as aforesaid by the said Thomas Merritt to the said John Pollok, and thence by the line of the said fence until it reaches the river St. John, reserving a passage of 6 feet wide, opposite the house of the said Robert Rankin & Co., situate on the north westerly portion of the said Lot so leased by the said Thomas Merritt, to allow free access to the river, and thence by the said river until it meets the western line, or a continuation thereof of the fence round the yard of Robert Rankin & Co., as aforesaid; also the right and title to the beach in front of the said demised premises, down to the line of low-water mark with the Steam Saw-Mill and other buildings and improvements on the said premises.

Terms of Sale and other particulars, may be had on application to the Solicitor for the said Complainant. Dated 24th August, 1850.

ROBERT F. HAZEN, Master in Chancery.
W. JACK, Solicitor for Complainant.

FOR SALE at Public Auction on TUESDAY, the first day of October next, at 11 o'clock, at the Coffee House Corner, St. John—All that Tract of Land in the Parish of Wickham, in Queen's County, bounded as follows:—beginning at a cedar tree, bounding Land granted to Joseph Ricker on the West side of the road leading from the Belleisle to the Washademoak, and thence running along the North line of the said grant south 76 deg. 20 min. west by the magnet one hundred and ten chains, of four poles each, thence north 3 deg. west twenty-one chains, thence north 76 deg 20 min. east to the road, and thence along the same southerly to the place of beginning, containing two hundred acres, more or less.

The above sale will be made under a power contained in an indenture, dated the 19th day of January last, made between William Hughson and the subscriber.

Terms of sale Cash on delivery of the deed to the purchaser. Dated 22d Aug., 1850.

W. JACK.

☞ NOTICE.

THE partnership heretofore existing between the Subscribers at Shippegan, in the County of Gloucester, under the name and style of "MOORE & HARDING," is this day dissolved by mutual consent. All persons indebted to the said Firm will please make immediate payment of their respective debts to John H. Harding, one of the subscribers, who is alone authorized to discharge the same; and all persons having any legal claims against the said Firm, will please render the same to the said John H. Harding, by whom they will be duly settled. Dated 19th February, 1850.

WM. E. MOORE,
JOHN H. HARDING.

☞ NOTICE.

THE subscriber, wishing to change his business, has this day Sold out his entire Stock of Goods to his brother, SAMUEL O. MOORE, and requests all persons indebted to him to make immediate payment of their accounts. All debts due by him will be settled at his Office.

WILLIAM E. MOORE.
Saint John, 23d February, 1850.

☞ NOTICE.

THE subscriber having this day purchased WILIAM E. MOORE'S Stock of Goods, will carry on the GROCERY and LIQUOR Business, in the Premises hitherto occupied by him, and solicits a continuance of the liberal patronage which the Establishment has always received.

SAMUEL O. MOORE.
St. John, 23d February, 1850.

Fire! Fire! FARMERS' COMPANY.

THE Subscriber being appointed Agent for the Washington County Mutual Fire Insurance Company of New-York, invites the attention of Farmers and the Public generally to the conditions upon which the Company insure Churches, Mills, Houses, Barns, Hay and other produce, Live Stock, and all descriptions of Personal Property, more favorably, and at much smaller expense than any other Company now existing.

This is the largest Mutual Insurance Company in the United States, and is now issuing at the rate of *Fifty Thousand* Policies per annum, and having a large surplus *Cash* capital, after paying all losses hitherto incurred, without having in any instance made assessment on the premium notes.

The Company will not insure on Property in Blocks, Steam Saw mills and like hazardous exposures, and in no case will they ensure beyond Five Hundred Pounds on any one risk.

The Policies run from one to five years, and the Cash payment required is so small, that the benefits of insurance are within the means of all.

Enquiry as to the principles and standing of this Company is particularly requested, and the fullest information furnished on application to

CHARLES L. STREET,
Agent for St. John and adjoining Counties.
Prince Wm. Street, Oct. 27.

THOMAS MAIN, Commission Merchant and General Agent,

NELSON STREET, SAINT JOHN, N. B.
January 5, 1850.

PENSYLVANIA COLLEGE, MEDICAL DEPARTMENT,

Ninth below Locust Street, Philadelphia.

The faculty is constituted as follows:—

Theory and Practice of Medicine—W. Darrach, M. D.
Obstetrics and diseases of Women and Children—J. Wiltbank, M. D.
Materia Medica and Therapeutics—H. S. Paterson, M. D.
Anatomy and Physiology—W. R. Grant, M. D.
Principles and Practice of Surgery—D. Gilbert, M. D.
Medical Chemistry and Toxicology—W. L. Atley, M. D.

The fees are as follows:—MATRICULATION $5 for each ticket, $15, or $90 for a full course; GRADUATION, $30. The session of 1850-51, will commence on MONDAY, October 14th, and be continued until the ensuing 1st of March. Clinic at the Pensylvania Hospital, Pine Street.—The Dissecting Room will be opened on the 1st of October, under the direction of JAMES HUNTER, M. D., Demonstrator of Anatomy.

H. S. PATTERSON, M. D., *Registrar,*
April 13.—5¶ *No. 92, Arch-street.*

NOTICE.

THE undersigned (lately of Saint John, N. B.) begs leave to inform his friends and the public generally, that he has established himself at

PHILADELPHIA,

for the purpose of transacting a

Commission and General Agency Business,

and hopes, from his knowledge of the Saint John Trade, and a strict and faithful attention to all business intrusted to him, to merit a share of confidence and support.

Vessels and their Cargoes consigned to him will also receive due attention.

J. PICKARD, *No. 61, North Wharves.*
PHILADELPHIA, 8th March, 1850.

REFERENCES:

Messrs. ESTABROOKS & RING, N. S. DEMILL, J. & R. REED, A. S. PERKINS, } ST. JOHN, N B.
Messrs. RICE & THAXTER, LADD & HILL, } BOSTON.
Messrs. PETER I. NEVIUS & SON, RICHARD IRVIN, Esquire, } NEW-YORK.
Messrs. RIDGWAY & BUDD, GRANT & STONE, } PHILADELPHIA.

MUTUAL LIFE INSURANCE COMPANY, of Baltimore.

NEW ENGLAND BRANCH,
25 DOANE STREET, BOSTON.

GEO. M. CHALWILL, GENERAL AGENT FOR NEW ENGLAND.

AGENT FOR ST. JOHN, New-Brunswick:
CHAS. L. STREET.
Examining Physician.
JOHN BOYD, Esquire, M. D.

Local Board of Trustees for New England Branch—

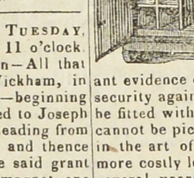
DANIEL DESHON, PRESIDENT.

C. F. Adams, Rev. S. K. Lothrop, Col. Wm. Schouler, Col. N. A. Thompson, Ephraim Lombard, John Schouler, Thomas Groom, William W. Warren.

Funds sufficient to meet the expected osses of this Branch, from its present business, are now invested in New England, under the supervision of the Local Board of Trustees, by whom the securities are holden, and the same will be done from month to month hereafter.

Per order. GEORGE M. CHALWILL.

☞ *OFFICE—Prince William Street, Saint John.* (12¶) Oct. 20th, 1849.



THE undersigned continues to keep on hand and manufacture to order the above well-known Safes, at prices varying from 30 to 600 dollars. These Safes having already been subjected to the severest tests, abundant evidence can be produced of their complete security against the element of fire. They will be fitted with the ordinary "Lever Lock," which cannot be picked but by the most finished adepts in the art of Lock-picking; or with other and more costly locks, which, although they have been several years in use, HAVE HITHERTO RESISTED ALL ATTEMPTS TO OPEN THEM WITHOUT THE PROPER KEY, they being equally proof against gunpowder and gun-cotton. One of them is known to have resisted *four attempts* upon it with gunpowder, *without the slightest, injury to the lock whatever.* Purchasers can have the inside (or mahogany) case made in any desired form by sending their order.

Arrangements have also been made to furnish Banking Houses, Treasury, Insurance and Mercantile Offices with "YALE'S PATENT SINGLE and DUPLEX SAFETY BANK LOCKS," which have been introduced into more than 400 Banks, Treasury, Insurance and Mercantile Offices in the United States within the last two years, and having given entire satisfaction, are now in almost daily demand. More than 300 certificates, recommending the above, can be seen and read by calling at the Subscriber's Manufactory, to which place all orders should be addressed.

JOSEPH R. BRYANT,
No. 30 CAUSEWAY, corner of Lancaster-Strs.
BOSTON, Mass.

N.B.—Orders for Bank Vaults, Machinery work, &c., &c., solicited, and promptly executed.

April 10, 1850. (y)

FOR SALE.

A SECOND-HAND ENGINE and Boilers, one Cylinder to work horizontal, 13½ inches diameter and 4½ feet stroke, with long slides and expansion valves, connection pump, &c. complete, excepting connecting rod, crank and shaft. Two Boilers, containing 14 small flues in each, making in all 240 feet of fire surface, the whole of which will be sold at a very reduced price. For further particulars apply to

March 3. HARRIS & ALLAN.

Great Reduction of Prices. JOHN VAUGHN

IS now prepared to furnish his Customers and the Public to order, BOOTS and SHOES of every description, at 25 per cent less than can be obtained elsewhere.

SEE PRICES AS FOLLOWS:

	£	s.	d.
Prime Calf Boots, French,	1	7	6
Prime Morocco Boots,	1	5	0
Prime Sewed Boots,	1	5	0
Calf Sewed Boots,	1	0	0
Calf Pegged Boots, Good Style,	0	17	6
Calf Pegged Boots,	0	15	0
Prime Grain Leather Boots, Double Soles,	1	7	6
Grain Leather Sowed do. D'ble do.	1	5	0
Grain do. Pegged do. Double do.	0	17	6
Prime Strong Boots, Kip,	0	12	6

N. B.—Work of every description done at the cheapest rate, and of the best materials. Warranted to fit, or no sale, for cash on delivery.

J. VAUGHN,
King-street, three doors below Foster's Corner.
November 10.

SHIP GILDING

OF all descriptions done at the shortest notice, and in the best manner, at a great reduction from former prices, at the LOOKING GLASS & PICTURE FRAME MANUFACTORY, GERMAIN-STREET.

Figure Heads Painted and Gilt; Stern & Bow Boards Lettered in carved, gilt, and plain letters, &c. &c. &c. POTTER & CO.

Dec. 1. Germain-street.

Another Illustrated Edition of Shakspeare,

WITH Historical introduction, and Notes explanatory and critical; a life of the Poet and an introductory essay on his phraseology and metre, with illustrations representing the principal scenes in each play. Published by Tallis, Willoughby & Co., Warwick Square, London—PRICE 1s. 3d. each Number—For sale by

Aug. 24. H. CHUBB & CO.

REMOVAL. ST. JOHN BOOT STORE,

Sign of the Mammoth Boot.

THE Subscriber begs to inform his friends and the public that he has removed his Boot and Shoe Establishment to the new Store immediately below Wiggins' Brick Building, King-street, where he begs to call the attention of his customers to his large STOCK of BOOTS and SHOES, made under his own immediate inspection, especially to his Gents fine Calf and Morocco BOOTS, which in point of style and superior workmanship cannot be surpassed—this combined with his present low prices, for cash, offers a rare opportunity to parties wishing to get a good article at a low price. He is prepared to make to order the best quality of work, and from the best of stock this City affords, and also French, New-York, and Philadelphia Calf Skins, made up by the best workmen in the City.

☞ All orders in the above line attended to with punctuality and dispatch.

May 11. JOHN McBRINE.

Valuable Real Estate for Sale.

THE following Properties are offered for Sale on low terms and liberal credit:—

No. 1.—A most substantial and conveniently situate FIRE-PROOF BRICK STORE, in Nelson Street, now used as a Bonded Warehouse;

2.—Two HOUSES in Duke-street, opposite the Madras School, both well calculated for genteel family residences;

3.—A large Double well finished DWELLING HOUSE, situate in Morris-street, lately occupied by Mr. Alexander Robertson;

4.—A BUILDING LOT, next adjoining the above.

5.—An eligibly situate and comfortable DWELLING HOUSE, on the North side of Queen's Square, next adjoining the Premises of Hon. J. R. Partelow;

6.—Two-third parts of a HOUSE in Queen-street, Fredericton, nearly opposite the Barrack Gate, now occupied by Mr. G. Anderson as a Grocery.

7.—Five Hundred Acres of LAND, situate on the road leading from the City to Loch Lomond, by way of Little River Bridge, and about five miles distant from the Market Square.

8.—Two very fine FARMS in Norton, King's County, a short distance from Hampton Ferry, with all the Stock and Farming Utensils;

9.—A valuable Property, containing about Eleven Hundred Acres of good LAND, and largely improved, with a SAW and GRIST MILL FARM HOUSE, &c., situate on the River Nashwaasis, and distant about five miles from Fredericton.

For terms and other particulars, apply to W. & E. JACK, Solicitors.

Saint John, 6th July, 1850.

LANDS for Sale.

To be sold at Public Auction on the first day of November next, at one of the clock, at the Farm of the late SAMUEL KIERSTEAD, *deceased, at the Parish of Kingston, in the County of Kings, for payment of the debts of the said Samuel Kierstead, in consequence of a deficiency of the Personal Estate of the deceased, pursuant to a Licence for that purpose, from the Surrogate Court for King's County obtained,—the Lands and Premises following, that is to say—*

ALL that certain tract or parcel of Land situated in the Parish of Kingston aforesaid, known as Lot number Twenty-two in the original Grant to John Stevens and others, containing two hundred acres, more or less, with all the appurtenances thereunto belonging—consisting of an excellent Farm HOUSE, BARNS, and also a fine productive ORCHARD. Also, at the same time and place, Fifty Acres of the adjoining Lot, number Twenty-three on the Grant aforesaid.—The whole forms a most desirable Farm, cutting about thirty tons of Hay, and was the residence of the deceased Samuel Kierstead.

JAMES KIERSTEAD, *Administrator.*
11th May, 1850.

To Let,

From the 1st of May next—

TWO HOUSES in Main st-eet, Lower Cove, belonging to the Estate of the late Mark Varlay, each containing six large rooms, cellar kitchen, frost-proof cellar, tank in the cellar, with a good barn in the yard. Apply to

WM. F. SMITH,
THOS. PARKS,
Executors.
Feb. 9.

Warehouse and Office Premises TO LET.

THE substantial fire-proof Brick STORE, fronting on Johnston's Wharf, lately in the occupation of Mr. George Beattie, with any additional accommodation required in the building adjoining, being well calculated for a Bonded Warehouse, or general business. Immediate Possession may be given. For particulars, apply at the Office of the subscriber.

JOHN WISHART, *Johnston's Wharf.*
Jan. 5.

TO LET.

THE FLAT over the Subscriber's Store in Dock Street, — it is very convenient for a Dwelling,—and possession given immediately.— Rent moderate.—Apply to

July 6. ROBERT ARMSTRONG.

TO LET from 1st May next:

A Two Story HOUSE occupied by E B. Peters, Esq., containing four Rooms, eight Bed Rooms, Kitchen, frost proof Cellar, with wood shed, Barn, &c. *Rent extremely low.* [April 27.] B. REYNOLDS.

For Sale, or To Let.

THE HOUSE on Peters' Wharf, formerly owned by JOHN HAMMOND, Esq. —adjoining the building belonging to Messrs. Eaton & Ray, on the said Wharf. For particulars, apply to

April 6. W. D. W. HUBBARD.

To be Let,—from the 1st May next.

THE commodious Brick BUILDING on the corner of Germain and Union-street, at present occupied by Dr. DeWolfe. It is in good condition, and has the Water introduced into it from the Company's works. Further particulars can be had from DR. DEWOLFE, or the Subscribers,

JAMES HOLDER,
DAVID COLLINS.
Feb. 2.

TO LET,

A LOT, adjoining the Store of John Ward & Sons, on the South side of York Point Slip —well adapted for a Lumber Yard. Apply to

R. F. HAZEN, or
March 2. DR. BOTSFORD.

For Sale or to Let.

A HOUSE and LOT in Charlotte-street, near the Country Market, containing Shop, Dwelling Apartments, &c. now occupied by Mr. Wm. H. Tyson.

FOR SALE.—A Tract of Land in the Parish of Andover, containing 1385 acres.

TO LET.—A modern finished and convenient Cottage, situate in Queen-street, with barns, outhouses, &c.

To be Leased for a term of years, at a moderate rent.—LOTS OF LAND, having fronts of two hundred and eighty feet on Main, Wentworth and Britain Streets.

R. BAYARD, *Barrister-at-Law.*
March 23.

TOWN LOTS in DIGBY FOR SALE.

THE subscriber offers for sale Sixteen Lots in the Town Plot of Digby, being numbers fifteen to thirty, inclusive—bounded southerly by, and having a front on the main road leading to Marshall Town; westerly by Glebe lands; northerly by a high road, and easterly by lots belonging to the Estate of Judge Wiswall. An undisputed title will be given.

Also for sale—the Southern half of the Beach Flats or Water Lot, with the Store thereon, originally granted to the late James A. Holdsworth, situate in Water-street in the Town Plot of Digby, and containing three-eighths of an acre or thereabouts, bounded on the north by the other half of said lot, now or lately belonging to Mr. William Loudett, and on the south by a lot belonging to the Estate of the late Henry Rutherford. There is a mortgage on this property to J. & G. Lockwood.

For terms and further particulars apply to the subscriber, or to his Attorney, C. W. STOCKTON, Esquire. WILLIAM HUGHSON.

St. John, 11th May, 1850.

VULCAN FOUNDRY, Main Street, Lower Cove.

THE above Establishment has been greatly enlarged; it is in full and active operation, and the facilities for Work in every department of the Iron Foundry and BLACKSMITH BUSINESS have been greatly increased.

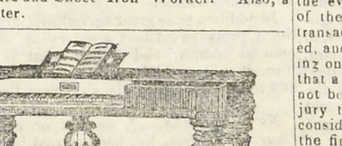
The attention of the public is particularly requested to the new and improved PATTERNS and QUALITY of the Castings, and other manufactured articles, consisting in part of COOKING STOVES, FRANKLINS, REGISTER GRATES, Ships' *Cambouses, Cooking Ranges, Mill and Ships' Castings, &c. &c.*

ALSO—An assortment of the most approved PLOUGHS, which will be furnished at the lowest Market rates.

☞ Orders can be lodged at the Foundry, or at the Warehouse of JOHN V. THURGAR, Esq North Market Wharf, where specimens can be seen. GEORGE CRAIG,

July 27. *Vulcan Foundry.*

☞ WANTED at the above Establishment, A Tin Plate and Sheet Iron Worker. Also, a Stove Fitter.



THE subscriber begs to return thanks for the very liberal patronage he has received during the last seven years, and begs to say that he continues to make every description of Horizontal and Upright PIANO FORTES.—He has now on hand some superior Instruments, containing the New Scale, Circular Action, with Iron Frames, &c., which for brilliancy, purity, and equality of tone, elegance of finish, and adaptation to the climate, can be confidently recommended to the public.

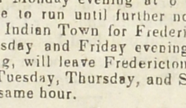
Besides many others by whom the subscriber has been patronised, reference as to the character of his Instruments has been kindly permitted by His Honor the Chief Justice, and the Hon. Judge Carter.

Prices varying from £35 to £70.

☞ Old Instruments taken in exchange for New, on the most liberal terms.

J. T. HUNT,
July 6. *Prince William Street.*

STEAMER ST. JOHN.



Fare and Freight reduced!!

THE Steamer "ST. JOHN," Capt. Mowry, will leave Indian Town for FREDERICTON on Monday evening at 6 o'clock, and will continue to run until further notice as follows—leaving Indian Town for Fredericton on Monday, Wednesday and Friday evenings, at 6 o'clock; returning, will leave Fredericton for Indian Town on Tuesday, Thursday, and Saturday evenings, at the same hour.

☞ Cabin Passage, 5s.; Forward do. 2s. 6d.; Freight, 4d. per Barrel, when paid on delivery—5d. if charged. Way Freight, 9d. per Barrel.

P. S.—Freight will be received at the Warehouse, Indian Town, at all times, free of charge.

May 4, 1850. I. MERRITT, *Agent.*

BRITISH COMMERCIAL LIFE INSURANCE COMPANY OF LONDON.

Established in 1820; Incorporated by Act of Parliament.

Capital, £600,000, Sterling.

TRUSTEES:

John Catley, Esquire,
John Cox, Esquire,
Sebastian G. Martinez, Esq.

DIRECTORS:

Sir Robert Alexander, Bart.
Thomas Benson, Esq.
John Catley, Esq.
Rev. William Mallofield, A. M.
George Green, Esq.
Sebastian G. Martinez, Esq.
Archibald Fred. Paxton, Esq.
Denzil J. Thomson, Esq.
George H. Weatherhead, M. D.

Managing Director—Ebenezer Fernie, Esq.
Physician—Septimus Wray, M. D.
Auditors—Thomas Gorton, Esq.; Thomas Oak, Esquire, M. D.
Secretary—Mr. Francis F. Sanderson.
Bankers—Messrs. Glyn, Halifax, Mills & Co.

Advantages offered to Insurers:

THE SECURITY of a large realized and invested Capital; very low Premiums on the non participation scale (particularly on *Young Lives*); large Bonuses on the participation Scale.

On Insurances for the whole of Life, one-half of the Premiums (if desired) permitted to remain unpaid for the first seven years, as a loan at interest, and then to be paid, or to remain as a permanent loan, at the option of the insurer.

Loans on Policies according to their value, after Three Premiums have been paid.

The Company's Policies purchased at their full value.

Premiums allowed to be paid Annually, Half-Yearly, or Quarterly.

No extra charge for crossing and re-crossing the Atlantic.

Residence permitted in any part of Europe.

Extended liberality as to residence on the American Continent.

Medical Referee: DR. WM. LIVINGSTONE.

Proposals for Policies will be received, and all requisite information given by

G. P. SANCTON, AGENT.
St. John, 28th Feb. 1850.

CALIFORNIA!

California Risks taken as above, at the lowest possible rates of premium.

Picture Frame Manufactory,

GERMAIN STREET.

THE Proprietors of the above Establishment continue to manufacture all descriptions of Plain and Fancy Portrait and Picture FRAMES; Window Cornices and Poles, plain or carved; Fire Screens, plain or richly ornamented; LOOKING GLASSES of all descriptions, in plain and gilt Frames, at prices lower than ever before offered in this Province.

ON HAND—A large assortment of LOOKING GLASSES, including CHEVAL, MANTLE, PIER, DRESSING, and Common Glasses, in Gold, Rose Wood, Mahogany, and Pine Frames, which *will be sold low for Cash.*

GILDING of all kinds done in the best style, on the lowest terms.

SIGN PAINTING in plain and gilt letters, executed in the neatest manner, at prices lower than at any other Establishment in the Province.

☞ Cornices ornamented and gilt; borders for Rooms, plain or burnished, supplied at short notice. Old Frames re-gilt; Pictures cleaned and varnished; Maps mounted and varnished in the neatest manner. POTTER & CO.

St. John, New-Brunswick, 1st Dec. 1849.

Paper! Paper!

250 REAMS Foolscap and Letter PAPER, at prices varying from 7s. 6d. per ream and upwards, just received and for sale Wholesale or Retail by

July 13. H. CHUBB & CO.

French Letter Paper.

400 REAMS French Letter PAPER, of superior quality, will be sold very low by the Subscriber, in order to close a consignment. JOHN DOUGHERTY,

August 3 Prince William-street.

NEWARK Lime and Cement Manufacturing Company.

AGENCY,—*Nelson-street, St. John.*

THE Subscriber respectfully intimates that he has received a full supply of CEMENT and CALCINED PLASTER; both are newly made, and of superior quality.

On hand—15 barrels ground MARBLE.
Also on hand—15 barrels of PRIME BEEF.

Aug. 24. THOMAS MAIN.

The Courier.

THE LAW OF USURY.—As this is a subject of much importance to the mercantile community, we copy, by request, from a late number of the *Head Quarters*, the decision of the Judges on a motion for a new trial in a case which was recently tried at Fredericton. Judge Carter, in delivering the judgment of the Court, went very fully into the question, shewing what might be considered as usury, as also what circumstances might come in to alter the character of the transaction. Although leave was given for a new trial in the present case, we understand that no further proceedings will be had, the parties having settled the matter to the satisfaction of the Bank.

THE BANK OF BRITISH NORTH AMERICA *vs.* CHAS. FISHER.

Trinity Term, 13th Victoria.—Fredericton.

CARTER J. delivered the judgment of the Court.

On a very careful consideration of the facts of this case, which on material points coming out in the evidence of both sides (and that the evidence of the two persons between whom the original transaction took place) seem scarcely controverted, and on a review of the several authorities bearing on the question of usury, we are all of opinion that a rule for a new trial must be made absolute; not because the case was an improper one for a jury to decide on, but because one very material consideration which would necessarily influence the finding of the jury, on which indeed we think the question must mainly turn, was not brought so distinctly under the notice of the jury by the learned judge, as appears to us ought to have been done. We think it cannot be maintained that the purchase and sale of the Bills of Exchange of £700 sterling in August, 1847, and the loan made by the Bank on the discount of Henry Fisher's note of £1000, endorsed by the defendant, on which the alleged charge of usury arises, were separate and distinct transactions; but the evidence shews they formed part of the same agreement made at different times; at all events there is sufficient evidence for the jury to find that this was the substance of the transaction; for although the amount of the note of £1000, deducting upon discount interest for the time it had to run, was placed to the credit of Henry Fisher, before the Bills were delivered to him, and he was afterwards charged with the amount of the Bills, still it was only so placed to be used in a particular way, as previously agreed on, and not to be drawn out as cash. In this respect, therefore, this case differs from the leading English case, *Hammett vs. Yea*, 1 B. & P., 144, although much of the reasoning of the Judges in that case may apply to the present; still it was one fact relied on there, that after the discount it was at the option of the party to have either cash, or Bills equivalent to cash, or to have the amount placed to his credit.

That the actual Bank cash rate of Exchange on London, at Fredericton, at the time of this transaction, was 8 per cent. premium (so called) seems clear, and it would necessarily follow that 10 per cent. was two per cent. higher than Bills could have been bought for at the time with money,—we mean money brought in hand to the Bank, or lying there at the disposal of the applicant, and not procured by way of an accommodation loan at the time from the Bank.

If then it was agreed as a condition of the Bank loaning £1000 (less the discount) to Henry Fisher that he should take part of that sum in Bills of Exchange on London, for £700 sterling, at 10 per cent. premium, whereby Fisher paid £14 sterling more than he would have done if he had been a mere purchaser for cash, and the Bank received that additional profit on the Bills by reason of the loan, as the Bank do thereby apparently gain more th lawful interest, and it is a method whereby mor money *may* be paid for interest than the law allows, it would by inference of law, we think, amount to usury, or at least it might be so found by a jury, unless the excess of premium can be ascribed to any contingency, not so slight as to be merely an evasion, or to a compensation for trouble arising out of the nature of the Plaintiff's business, or the relative position of the parties, or to both these causes.

If it can be ascribed to any real contingency or compensation for trouble, then, notwithstanding the *prima facie* inference arising on the receipt of the additional premium, the case cannot be made to depend on that alone, whether in or out of the ordinary course of business; but we must consider whether the two per cent. was taken as an equivalent, and was a fair equivalent for the risk or trouble, or a mere cover for usury; and (putting aside the ground of trouble) the other may be divided into two questions. 1st, Was there any real contingency, or was it merely colourable? 2d, Was the two per cent. an excessive compensation for such contingency? And these are questions which we think as the case went to the jury, the verdict has left undecided; and there are several things, as touching this case, and the application of the law of usury generally, which satisfy us that it should be sent to a new trial. For it appears to us not only from the evidence of Mr. Taylor, but what must be plain to our own understanding, that where Bankers in this Province (whose dealing is in money and negotiable securities, wherefrom are partly to arise the expences of their establishment and the fair profits of their trade,) draw Bills of Exchange for the accommodation of parties dealing with them,—not for any special purpose of the Bank, or in order absolutely to withdraw their funds from England, but with the intention of afterwards replacing them there as occasion offers, the selling such Bills not for cash but on a credit, (which is the real nature of the transaction before us,) whereby the price of the Bills is not realized until a future day, and therefore does not supply the means of replacing the funds out of which such Bills have been paid until that day, there is necessarily a contingency or risk incurred of losing part of the principal as well as the interest, unless the rate of premium taken for the Bills had been a high one in reference to the respective value of English sterling and Provincial currency, and the mercantile transactions between this country and England. And this contingency is liable to be affected more or less by unforseen causes—by the operations of trade in the adjoining Colonies, and in the United States, as also by natural, or by accidental events—the state and prospects of the harvest in Europe and America—the occurrence of fires or storms, or by the varying politics of nations; indeed there is scarcely an occurrence, or even rumor, so slight as that it may not affect the price of Bills of Exchange.

It must be remarked that the first proposition for the sale of these Bills to Fisher, did not proceed from the Bank. The Bank was not solicitous to effect it, nor was it represented at the time, nor acted on as a mere mode of raising money, but on the contrary, was connected with a speculation in the United States, where Fisher carried and d posed of the Bills, even at a lower rate it than the cash rate at Fredericton. Th August, 1847. Yet as a proof of the in their value, Mr. Hatheway sta at 8¾ per cent. premium in New- tember following, which was ten per cent. here, as the dif between New-York and th be two per cent. against not contended that the B were more valuable or sal by Fisher.

If Bills, then, were so and 8¾ per cent. in Septe been good reason to app when the note discoun payable, the premium m over, and the Bank gai much as the legal inter Besides, H. Fisher re States must have paid Bills on the States ins

It will be remembe cent. is spoken of as a nally, not really so; w makes the exact differen value of British gold and and provincial currency, as fix the British gold coins are intrin er in value; consequently 8 per ce must, under the ordinary state of be lower than individuals or bodies business as the Bank of British N was, could charge or receive without of loss.

In this view, therefore, it is apparen was not only proof of a real contingenc that the excess of two per cent. was a f lent for the risk. The law on the subje well stated in a note to *Jones vs. Davidson*, N. P. Cases, 256. "It being the intention of la whilst protecting from usury, not to endanger or impair contracts necessary to commercial dealing, and common in the intercourse of men, the words of the statute do not apply to cases where the principal and interest are put in hazard upon a conti gency, and where there is a risk that the le may have less than his principal. The reaso because such contingency is the main chara tic of contracts of trade, and therefore taking advance of money out of the form of a loan, r ders it a new contract, and much mischief w ensue if such contracts could be shaken; the c however, still exercising its discretion, with assistance of a jury, whether the contingency good and *bona fide*, or a mere shift to elude a tute. Now the main qualities of such cont cies must be two. 1st, They must be lawful 2d, being fair and reasonable, must rebut the sumption that they are only covers for usury; within this description such contingencies are not usurious. Every circumstance by which a contract is assimilated to a loan, bears the aspect of corruption, and has a tendency to reveal the *mala fides* of a usurious contract; but the question whether the contract is in substance a loan disguised in a shape to evade the law, or a *bona fide* contract of another species, belongs to the decision of a jury."

The whole of the judgment in *Hammett* vs. *Yea* is worthy of the most attentive consideration, and puts the question of usury in its proper light. *Eyre*, C. J., there speaks thus:—"I begin with stating my assent to the proposition that where a party in a contract for a loan intentionally takes more than 5 per cent. per annum for forbearance of the loan, he is guilty of usury; but I add to it this further proposition, that whether more than 5 per cent. is intentionally taken upon any contract for such forbearance, is a mere question of fact for the consideration of the jury, and must always be collected from the whole of the transaction as it passed between the parties, and I am of opinion that it never can be determined that any particular fact constitutes or amounts to usury, till all the circumstances with which it was attended have been taken into consideration." His Lordship adds at the close:—"If it be proved that a Bill is discounted partly in cash and partly in Bills upon London, payable, of course, at a future day, this is but evidence to prove the fact in question, and may or may not prove that fact, according to the explanations which may be given. If more than five per cent. was gained by the transaction, the excess, according to circumstances, might be usurious, or might arise from a part of the transaction collateral to the mere loan, *lawful* in its nature, and extremely convenient to the other party, neither unjust nor oppressive, contrary neither to the letter nor to the spirit of the statute; nor do I think there is any danger in this doctrine. The transaction is always before a jury; it is for them to say whether it is a *device* or a *fair agreement* on good consideration; whether if there be any *overplus after the 5 per cent. taken for discount, it is properly referable to some lawful collateral* consideration or not; if it be so referable we should do the grossest injustice, if, instead of distributing the transaction into the parts of which it is composed, we were by a strict literal construction, upon evidence, to pronounce the contract to be, what in substance it is not, a contract for a mere loan and forbearance."

In *Caliot* vs. *Walker*, 2 Anst. 495, it was held that the custom in Liverpool for the Bankers to strike a balance every quarter, and send the account to the merchant, and then make the balance carry interest as principal, with a commission of five shillings for every £100, was not usury.

In *Down* vs. *Green*, 12 M. & W. 481, Alderson B. puts the contingency on a broader ground even than the cases before quoted. "Where the agreement" says the learned Baron, "for the loan of money is subject to a risk, so that the lender may make more or less than 5 per cent., I think it is not usurious, unless" he adds, "the agreement were for an excessive amount of premium that would have been colourable, and would have raised the question whether it was corruptly made, in order to avoid the statute."

In the case before us there was not only the absence of proof of *intended usury*, but the intention was distinctly disproved. H. Fisher admitted on his cross-examination that there had been a practice in the Bank, which he was quite aware of, to charge a higher rate of premium for Bills of Exchange, when the payment was made by a note discounted at the Bank, than when made in cash—that he felt satisfied with, and grateful for the accommodation afforded him by the Bank, and never thought there was anything usurious, unfair, or improper, till after the commencement of the suit.

Mr. Taylor, the Manager, stated that it was the constant practice of the Bank to make a difference in the rate of premium on Bills, when paid for by a discount, and that the rate often depended on the amount of funds the Fredericton Branch had in England; and that at the time of this transaction, their account was largely overdrawn.

It cannot, we think, be held that the practice of a Bank, to sell their Bills of Exchange on England or other countries at a higher rate, when the payment is to be made there at a future day, than when made in cash, (which is the real nature of the present transaction, as contended for by the defendants,) necessarily amounts to usury, unless the difference is so excessive as not to admit of explanation on other grounds, but proves it to be a mere colour for usury.

Bills of Exchange are often an article of merchandize, varying in price from month to month, and sometimes from day to day, according to the demand at the time, or it may be the exigencies of the persons who require them for the ordinary purposes of trade or remittance; and it might as well be contended that the practice which prevails to make a difference in the price of goods, or payment for labor, &c., by way of discount in favor of cash, more than the legal interest for the period of credit would amount to on Bills or Notes, would be usurious; or the practice of Banks, Bill-brokers, and others, always to ask a higher price for Bills than they are willing to pay, would be usurious, when the purchase or sale happened to be connected with a loan. Any such practice may be attended with this disadvantage—that it raises a suspicion as to its real nature and intent, which must, where a contest arises, be left to a jury; and it may happen that the same excess would be deemed usurious in a case where the rate of Bills was higher than ordinary, which would not be deemed usurious where the rate was lower, especially in cases where there is not the same opportunity as was afforded here of getting at the real understanding of both parties at the time, but much must be left to inference.

It would appear to us, to say the least, a far safer practice to keep matters of loan, and of sales of Bills, distinct and independent of each other.

To the other case on the same note of the Bank against Henry Fisher, the promissor, in which the rule was made absolute for a new trial at the last term, on a point that did not arise in this case, namely, the improper admission of evidence, the observations we have here made would apply with equal force. The Court being satisfied that there must be a new trial, under any circumstances, in that case, did not think it right to delay the judgment, especially as the consideration of the present would enable us to give an opinion on the question of usury alike applicable to both.

The rule for a new trial must be made absolute.

Rule absolute.

HALIFAX, SEPT. 23.—*Mysterious Murde Sea.*—The Brig Rival, Captain Crum, clea by Messrs. Pryor and Sons, for Jamaica, this Port on Saturday last, at 4 P. M.

At 6 o'clock in the evening, the vessel three miles off Sambro, when the han gone to tea, one of the crew, a Lascar of Manilla), remained on deck—fasten the hatch of the forecastle, and on th vancing towards him on the deck, the heart with a knife! The M groans and expired.

The Lascar then rushed at the leaped into the Cabin, closed and stuck a bayonet on a gun Meanwhile the crew in the fo ing the dying groans of the to get on deck, and the prevent them.

The Captain gun, and so lighted This