MONTREAL HERALD AND DAILY COMMERCIAL GAZETTE. FRIDAY, SEPTEMBER 16, 1853. A stagmare Scare in Court. (Form the London Globe.) THEORE Y. THE HOX. M. NOOTON. TEACORT Y. THE HOX. M. NOOTON. THE HOX BY TELEGRAPH. (Reported for the Montreal Herald.) BY MONTREAL LINE, Office, Great St. James Street. NEW YORK MARKETS, September 15-6 P.M. Ashes-Better and demand active. Sales 300 rls Pots at \$5,87. Pearls \$5,50. balance of an account due to them for repairs done to a brougham belonging to the Hon. Mrs. Norton, who has for some years past been separ-ated from her husband. Mr. Codd attended on behalf of the Messrs. Thrupp, and Mr. Needham-acted as coansel for the Hon. Mr. Norton, who was also present himself during the proceed-ings. Mr. Needham-Now, do not these two sums of from the account for repairs, executed by the Messrs. Thrupp to the Hon. Mrs. Norton's brougham, extended over a period beginning on the 17th of April, 1843, and ending on the 17th of March, 1850. The total amount thus incurred was filled the charges was ordered by Mrs. Norton-the 17th of April, 1843, and ending on the 17th of March, 1850. The total amount thus incurred was filled the charges were fair and reasonable. He un-derstood that the defence to be set up by the debrls Pots at \$5,87, Pearls \$5,50. Flour-Demand moderate and market easier. Canadian quiet and nominal at \$6,87. Sales of Domestic 7000 brls at \$6,35 @ \$6,37 for State, \$6,25 @ \$6,44 for Western. Wheat in fair demand and market firm. Sales 2,600 bushels inferior Genesce at \$1,45,4,400 do inferior Canadian on private terms, 5000 do Ohio and Michigan at \$1,42 @ \$1,44. Corn better and demand moderate; sales 23,-000 bush at \$4@84\gc. for Southern Mixed and White; \$4@85 for Western Mixed. Pork buoyant; sales 1700 brls at \$16 for Mess; \$15,12@\$15,25 for thin Mess; \$12,87 @ \$13 for Prime. tractors really received for the £50,000 stock, was £40,000 in cash? Dr. Connor objected to the question being put out the Court over-ruled the objection. $\begin{array}{c} \text{actors really received for the 150,000 model} \\ \text{A.-That was all they received-140,000 in} \\ \text{A.-That was all they received-140,000 in} \end{array} \\ \begin{array}{c} \text{but the Court over-ruled the objection.} \\ \text{Mr. Bowes.-That is a question I cannot answer.} \end{array} \\ \begin{array}{c} \text{tions to the other, as there should have been if} \\ \text{this construction had been intended. Add to} \\ \text{which the list of cases enumerated in the 41st} \end{array} \\ \begin{array}{c} \text{walls have fallen down, and the street is atmost} \\ \text{impassable by reason of bricks, spouts, and brok-swer.} \end{array} \\ \end{array}$ In this city, on the 12th instant, by the Revd. Donald Fraser, James Wilson, to Agnes Dale, recently from Edinburgh. money for £50,000 in debentures. Q—The letter speaks of £24,000 only. Was was used in paying them? was used in paying them? Q—The letter speaks of £24,000 only. was there a subsequent arrangement that the whole of the £50,000 should be disposed of on the same terms? A—The same arrangament was acted on throughout. I should say that I did not buy these debentures for myself. Q—L understead was to say that the proposi-the end as a construction to set form and the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in which the offices in question may cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to complet to set form and the ways in which the offices in question may cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to be held, nor even all the ways in the cease to complet to set form and the ways in which the offices in question may cease to be held, nor even all the ways in which the offices as it occurs in the cease to condition. The firemen, we are told, worked vigorously. WANDERDE WILL NEVER CEASE been answered, so far as it was relevant. The Chancellor (to Mr. Mowat)—you may ask office may be vacated, or cease to be held. WONDERS WILL NEVER CEASE. The Chancellor (to Mr. Mowat)—you may ask the question. Mr. Bowes—I decline to answer that question. The Chancellor—The Court considers it a fair uestion. The Chancellor—The Court considers it a fair the question. Q-I understood you to say that the prop tion contained in this letter as to the £24,000 question. Mr. Mowat—No doubt, Mr. Bowes, it is a hard question for you to answer, but you are bound to do it. Whose money was it? Mr. Bowes—I decline to answer that question. I will answer as far as I and my paytner are per-Transmer are peronly was understood between you and the contractors to have reference to the whole GRAND EXHIBITION. and the charges were fair and reasonable. He un-derstood that the defence to be set up by the de-fendent would be that he was not liable for the debts incurred by his wife by reason of some sep-aration between them; and all he wished to say was, that the plaintiffs had no concern whatever with the personal differences between the parties, their only whise tim instituting these proceedings. Unit I have no security for the receipt of it. I have not even such a security for itas this agree-ment; but now that I know that Mr. Norton can defraud me, I will reduce my expenses. Mr. Needham—I only wish that you and your advisers had done that a little before. Do you not know that extravagance will reduce an in-come? Mrs. Norton—I followed my dying son A-There was no such understanding. MONTREAL, September, 1853. Q-When did you make the arrangement that they would only receive 80 cents a dollar on the appears to me that, in point of law, the plaintiffs Each of which is universally allowed to be The Greatest Wonder of the Age !!! ENTRIES will be received at the SECRETA-TRY'S OFFICE, till the 22d inst., when the The proceedings at length terminated, the £50,000 1 ist must be positively closed, in order to prepare I will answer as far as I and my partner are per-sonally concerned, [but I refuse to involve a third party. Mr. Nowat-If here a THE Manager has great pleasure to announce for the Judges and for opening the Exhibition on A-There was no further arrangement. plaintiffs being nonsuited, and required to pay THE manager has great pleasure to allocated to the Citizens of Montreal, that, at great expense, he has effected an Engagement with the Celebrated CHINESE ARTISTS. GREATEST ATTRACTION GREATEST ATTRACTION Q-No further arrangement except in this let-LA BANQUE DU PEUPLE. their only object in instituting these proceedings being to recover what was justly due to them. ter and your acceptance of it? A-None that I am aware of. RETURN of the Average Amount of Liabilities

ived only 80 cents a dollar on the whole tion, the whole bill of complaint must be taken meeting of the Council, next after that at which

whole £50,000, because some I think were dis-posed of another way. Q-How many were disposed of another way?

TO CORRESPONDENTS.

known to the publishers.

being to recover what was justly due to them.— He would now call the Hon. Mrs. Norton as a witness. The Hon. Mrs. Norton examined—She said that she was the wife of the defendant, the Hon. G. C. Norton. She produced the accounts of the Messrs. Thrupp; coach-builders, Oxford Street, for renairs done to a convince from Auril 1940. Messrs. Thrupp, coach-builders, Oxford Street, for repairs done to a carriage from April, 1843, to March, 1850. She appeared there against her will, subpcaned by the creditors, and she had al-ready stopped one case against her husband at her own expense.

Mr. Needham here interposed, to object to the Mr. Needham-Well, I am bound to take your last statement of this witness. Mrs. Norton said she came there for justice, and would speak what she had to say, or entirely Mrs. Norton—Bound, do you say? I am on my hold her, tongue. She would have paid the Messrs. Thrupp's account if Mr. Norton had not band.

broken his agreement, solemnly entered into, to pay her her allowance. The carriage in ques-tion was a brougham, she had had in use for the hast twelve years, and she had paid the account for repairs by instalments, until Mr. Norton stopped her allowance. She and her husband were living apart, and he had endeavoured by his letters to persuade her to return to him. She be-lieved his income was a little under £3,000 a-year, of which £1000 was derived from his mag-istracy, and the remainder from estates. She had parted from him since 1836. In 1837, when he wished her to forgive him, he offered to pay £500 down for her debts, and to pay her at the should be happily and comforfably reunited.— He, however, never made her any allowance or provision at that time, and after proposing to submit the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused to abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused no abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused no abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused no abide by it. In 1836 and new for the matter to arbitration he broke his pledge, and refused no abide by it. In 1836 and the proposing to submit the matter to arbitration he broke his pledge, and refused no abide by it. In 1836 and the show his there was no negation arbitration here to a submit the matter to arbitration here hor to a submit the matter to arbitration here hor to have the submatter to arbitration here hor t pledge, and refused to abide by it. In 1836 and 1837 she was left without any allowance what-ever—true, he offered her a small allowance if she would give up her children, but she said she would rather starve them to do that. From March, 1838, she received £400 a year, under protest, and he advertised that he made her that compulsory allowance to protect himself from liability for her debts. The £400 was paid yearly till 1848, when he wanted her signature to raise money upon mortgage.— He then made an agreement with her, dated

owing to the annuity of £500 being stopped, there was a sum of £687 10s, new due to her, Mr. Need Mr. Needham-I have not.

Dr. Connor objected to the question being put, as it was immaterial to the case. The Chancellor having given his opinion that no question could be more material, possible that there could be any such condi-lect the circumstance of taking the £50,000 stock in the Northern Railway. The proposition no question could be more material, Mr. Bowes replied—I was not cognizant of the manner in which the whole were disposed of. Mr. Mowat—Are you referring to the Debencame through me, suggested by Mr. Berczy, Pre-sident of the Company. Mr. Lauman, on behalf of the contractors, accepted it. I had only one tures of £250 each, which Story & Company di-rected not to be lodged in the Bank of Upper conversation on the subject with Mr. Lauman, before communicating with the Council. I had Mr. Needham-Were there no letters from also a conversation with Mr. Berczy. Mr. Berczy, Mr. Bowes-I refer to some which were discommitted one of the greatest breaches of faith that a man could commit, because he had broken his agreement, solemnly entered into, to pay her her allowance. The carriage in ques-should be given up to me. I wanted my sons to should be given up to me. I wanted my sons to posed of to Mr. Cooper. Mr. Mowat—And how many were disposed of bjection was over-ruled, Mr. Mowat—I understand your statement to

The Ten Thousand Pounds Job.

(From the Toronto Globe.)

EXAMINATION OF MAYOR BOWES .- John George

Bowes, Mayor of the city, was examined by Mr. Mowat, and deponed :- This is the third year that

be that a portion of these Debentures were not sold to you in the way mentioned. I want to know the amount of those that were not sold to Mr. Gwynne objected to any question being allowed as to whether any of these debentures had been sold or not sold. The Chancellor said the Court had agreed to allow it. He did not know what the question was leading to, but whenever an improper ques tion should be put, he would stop it. was of opinion that Mr. Mowat was right in asking the question, and that the defendant was dge, and refused to abide by it. In 1836 and Mr. Needham-You still say that there was no sell them to me before that letter. I do not say Mr. Mowat-What proportion of these £50,

> A-The arrangement was carried out as except perhaps on the day before, or two days before. Mr. Mowat-Except these conversations, you

her signature to raise money upon mortgage.— He then made an agreement with her, dated Sept 28, 1848, by which he engaged to give her an allowance of £500 a year, subject to be re-duced to £400 a year. The payments were to be made quarterly, and in the event of his suc-ceeding to his brother's titles and estates, the howse but I would not for I was afraid it Was a to explain — the word of the best of the subject of the best of the subject of the best of th amount of her annuity was to be re-considered. It was further provided that if Mr. Norton should afterwards be called upon to pay for her debts, he should be at liberty to deduct up conviyalent be should be at liberty to deduct un equivalent amount, together with costs and charges, from her annuity. After obtaining that access, from her annuity. After obtaining that access, from her annuity. After obtaining that access from her annuity of that access from her annuity. After obtaining that access from her annuity of that access from her he should be at liberty to deduct un equivalent amount, together with costs and charges, from her annuity, After obtaining that agreement she regulated her expenditures accordingly, but she regulated her expenditures accordingly, but the £24,000 at 80 cents for the dollar. The Com-

nd to answer it.

made with me.

vhoever made it?

be obeyed. THE MONTREAL HERALD 000 Debentures was sold to any one besides FRIDAY MORNING, SEPT. 16, 1853. made was in regard to the £10,000. The alance of the £50,000 was sold at the same NOTICE TO ADVERTISERS. rate, but not in consequence of an arrangement ALL ADVERTISERS by the Year or Agreement Q-With whom was this arrangement made? are charged extra at the usual rates of ad-vertising, when they exceed the limits of A-I decline to answer the question. Q-Were you interested in that arrangement. their agreements. Considerable time having elapsed without an NON-ACCEPTANCE OF THE MAYOR'S RESIGNA-TION .- This question continues to occupy much of the public attention-the vast majority of the

citizens, so far as we are enabled to judge, agreeing with the opinion given by Messrs. Pelletier Q-Had you the same interest in the £40,000 and Dunkin, of the legality, under the existing have received a copy of the last or seventeenth

bestowed upon the Council to elect his successor.

in the event of that resignation being accepted

ing the Mayor, our contemporary maintains is

"an anomaly in municipal law," and must be

"construed on its merits, and general principles"

brought to explain the specific enactments. He

makes the discovery that the Mayor, being

what the French call "plebiscite," and the Romans

called " plebiscitum "-, and as the Roman Senate

had no power to accept the resignation of any

officer so elected, therefore, our City Council can

CASE.

OPINION.

then, with profound learning and vast research.

J. F. PELLETIER, CHRISTOPHER DUNKIN. Montreal, 7th September, 1853. THE FILIAU CASE .- In this case (the fining of a man named Filiau for keeping his hat on at Beauport on the occasion of the Fête Dien), the

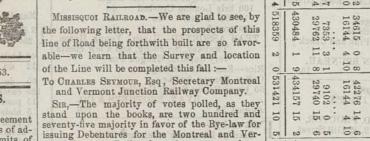
No notice can be taken of anonymous communidefendant obtained an order for the issue of a cations. Whatever is intended for insertion must be authenticated by the name and ad-writ of *certiorari* directed to the Magistrates. dress of the writer; not necessarily for publi-cation, but as a guarantee of his good faith. This writ they have not obeyed, but came before the Court in an irregular manner on the l4th inthe Court in an irregular manner on the 14th in-We cannot undertake to return rejected commu- stant, and urged three objections :---Mr. Gwynne objected to this question, but the Notices of marriages, births and deaths, can only First, to the heading of the rule-Regina ex be inserted when authenticated by some party

Mr. Mowat-If he refuses to answer the ques- Act already quoted. At the general or special

The Chancellor said the Court was unanimous-

Relatione, Narcisse Filiau, vs. Alexis Derouselle et al;-secondly, that the original writ had been served instead of the copy;--thirdly that the Ma-gistrates were not bound to make a return till TAKE NOTICE .- We take no letters out of the Post Office unless they are PRE-PAID. the sum of twenty shillings was paid, for drawng up the conviction, &c., under the Tariff of Fees for the Clerks of Justices at the Peace made in Quarter Sessions the 15th April, 1852. The Judges, Bowen, Meredith and Caron, de-

cided that they could hear nothing against the writ till they had it before them, and that in the neantime, as it had been properly served it must



hundred thousand pounds. (Signed) ORIN J. KEMP, mont Junction Railroad, to the amount of one Mayor, County of Missisquoi.

DAVID BROWNE, Secretary-Treasurer, M. C. M. Dunham Flats, 12th Sept., 1853.

8 4 50 39970 14090 ... 10896 17755 COLONIAL CHURCH AND SCHOOL SOCIETY .- We

and Not and Not Deposit Deposit ARE ENGAGED FOR FIVE NIGHTS ONLY, at an immense expense THIS EVENING, FRIDAY, September 16, 1853. Performing all their Wonderful Feats of Legerain, together with many Feats entirely new and not done heretofore. Also, the world-renowned Donetti's Troupe of ACTING MONKEYS, DOGS & GOATS, Combined on the same Evening. For Particulars, see bills of the Day. Prices not to be Raised. On account of the enormous expense, the Free List is entirely sus-pended, with the exception of the Press. Sept. 12. THE WOBLD. RENOWNED 15 0 4100



ACCOMPANIED BY

Two of their Children.

WILL HOLD THEIR LEVEES

AT

CITY CONCERT HALL.

ON

and 21st.

boors open from 3 to 5, and from 71/2 to 91/2, P.M.

ADMISSION, 71/2d.

EXPRESS FOR AUSTRALIA.

FOR

Sydney,

"GOLDEN AGE,"

ion will be received at our Office until 10 o'clock

ADAMS & CO., 59 Broadway.

PULLIN, VIRGIL & CO.,

Office, 3, Place d'Armes,

Mon

M. O'NEILL.

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d 171

GEORGE MOWTON, Resident Partner, Melbourne

FRESH

LOBSTERS,

RECEIVED FROM PORTLAND, PER

EXPRESS.

YORK BAY OVSTERS,

CODFISH.

Tous les Mois.

Superior Tooth Brushes. TUST RECEIVED, a Supply of Very Superior

Eau de Cologne.

ONDON NAIL and TOOTH BRUSHES

Lubin's Celebrated Perfumery Pelletier's Odontine and Odontalgic Elixer Hair Brushes and Shaving Brushes

ALFRED SAVAGE & CO., Next the Court House.

Just Received, per Express, by ALFRED SAVAGE & CO.,

MAREPIECE'S CULINARY HERES-ALFRED SAVAGE & CO,

Shakspeare Inn, Montreal, Sept. 16, 1853.

rections.

September 16.

September 16.

September 16.

September 16.

September 16.

CIGARS_

TOOTH BRUSHES

Sponges, &c. &c. Just Received by

L'INE SWEEDISH LEECHES-

GEORGE LULHAM,

12 St. François Xavier Street.

S. J. LYMAN & CO.,

S. J. LYMAN & CO.,

Place d'Armes

Place d'Armes.

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Druggists

Druggists

PER STEAMSHIP

September 15.

VER OFFERED TO THE PUBLIC IN MONTREAL.

CHINESE TROUPE

THE WONDERFUL

Magicians, Jugglers, and Acrobats !!!

September 14. China, Glass and Earthenware, CHANG AND ENG. AT LOW PRICES.

care of JOHN LEEMING, Secretary.

space will be allotted them.

Montreal, 16th Sept, 1853.

Exhibitors who may be desirous of fitting up

their own departments, will please make IMME-

DIATE application to the Subscriber, and suitable

delivered on Wednesday evening, Sept. 28th.-Due notice of time and place will be given.

NEW WOOLLE.VS.

NOW RECEIVING, per Steamers and Ships in

Petershams, Black, Blue, Brown and Clouded Witneys, Clouded and Colored

Black and Fancy Doeskins and Cassimeres Black and Fancy Satinetts

Mackinaw and Witney Blankets Fancy Vestings, Woollen and Satin ALEXR. MOLSON & CO.,

Ashton's Prints.

No. 226, St. Paul Street.

ALEXR. MOLSON & CO.,

No. 226, St. Paul Street.

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Rec. Secretary.

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du 169

JAMES HODGES.

Lion Skins, Black and Colored

Beavers, Black and Colored Pilots, Blue, Black and Colored

S'fine Black and Colored Cloths

6-4 German and Scotch Galas

Scarlet and White Flannels

6-4 All Wool Cloakings

Professor Wilson's lecture on Flax, &c., will be

By Order, JOHN LEEMING,

Secretary

LANDING and IN STORE, upwards of Five Hundred Crates and Hhds of CHINA, GLASS and EARTHENWARE, in every variety of Shapes and Colors, which will be sold at low by the dozen.



TO BUILDERS.

TENDERS, addressed to the Chairman of the

Building Committee, will be received at the INSTITUTE, No. 46, Great St. James Street, un-

Artificer's Work required in the ERECTION

MECHANICS' HALL,

at the Corner of Great St. James and St. Peter Streets. The whole in accordance with Plans

and Specifications to be seen at the Office of Messrs. HOFKINS & NELSON, Architects, Little St.

James Street. The Basement only will have to

By order, A. MURRAY,

FIREWOOD.

TENDERS will be received at the SHERIFF'S

____OFFICE, in the City of Montreal, on or be-

fore the 20th SEPTEMBER instant, at TWELVE

o'clock, Noon, for the SUPPLY of THREE HUN-DRED CORDS of FIREWOOD, of equal quanti-

ties of Maple, Beech and Birch, and of not less

than three feet from point to scarp ; to be deli-vered into the Yard of the Montreal Gaol.

TO CONTRACTORS.

TENDERS will be received at the National School House, St. Denis Street, until the

26th SEPTEMBER, for the CARPENTERS' and JOINERS' WORK of the E PISCOPAL CHURCH, now erecting in the Quebec Suburbs.

Plans and Specifications can be seen, after the

18th instant, on application to MR. APPLETON.

No. 42, St. Denis Street. Montreal, September 13, 1853. d 169

Grand Trunk Railway.

TENDERS WANTED for Two Hundred Thou-sand RAILWAY TIES, to be delivered on or

before the 15th June, 1854, on the Line of the

Grand Trunk Railway, at various points between

Montreal and Brockville. Parties desirous of tendering for the supply of any portion of the above quantity, may obtain particulars on appli-cation to MR. WILLIAM NEWCOMB, Cornwall;

or to the undersigned, at the Office of the Grand Trunk Railway, Champ de Mars, Montreal. JAMES HODGES.

GRAND TRUNK RAILWAY

TENDERS WANTED for BUILDING Twelve First-Class BARGES, length 90 feet, breadth of beam 22 feet, to be delivered at Montreal at

the opening of the Navigation in the Spring of 1854. Further particulars may be obtained on

application to the undersigned, at the Office of the Grand Trunk Railway, Champ de Mars,

Montreal, September 15, 1853. du 170

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BROCHVILLE AND OTTAWA

RAILWAY COMPANY.

NOTICE IS HEREBY GIVEN, that the SUB-SORIPTION LIST for the STOCK of the

BROCKVILLE AND OTTAWA RAILWAY COMPANY reserved for the City of Montreal, is

now OPEN at the Office of Messrs. ANDERSON,

it will be closed that the Election for Director which takes place on the 28th September. By order of the Directors, RICHARD F. STEELE, Secretary Brockville & Ottawa Railway

NOTICE. A MEETING will be held at the Office of the

A Board of Agriculture, No. 30, Notre Dame Street, Montreal, on FRIDAY, the THIRTIETH

day of SEPTEMBER instant, at NINE o'clock, A.M., for the purpose of organizing the Agricul-tural Association of Bower Canada, in accord-ance with the Act 16 Vic., Chap. 11, passed in the last Session of the Provincial Parliament.

EXTRACT FROM THE SAID ACT. "The Members of the Board of Agriculture,

the Presidents of the Doard of Agriculture, the Presidents and Vice Presidents of all lawfully organized County Agricultural Societies, and all Subscribers of five shillings annually shall, in their respective sections of the Province, be and constitute an Agricultural Association for that

September 9.

Montreal, September 14.

Montreal

JOHN BOSTON.

be completed this season.

Sheriff's Office.

Montreal Sept. 3, 1853.

Montreal, 13th Sept., 1853.

il TUESDAY, the 20th instant, for the differ

of the

there was a sum of £687 10s, new due to her, and the question was, whether her husband was not bound to pay her, or to distribute it himself among her tradespeople? She had never been able to pay her bills from her former annuity of £400., even with the assistance which she re-ceived from her family, and at present she had not one farthing at her banker's. These tradesmen had a right to their money, and if she could find that day that her husband was able to escape in a Court specially appointed for the speedy ad-har we no rights, only wrongs (applause).

His Honour said that the question was a dry and simple question of law, namely, whether the husband was liable or not, and the less the feelhusband was liable or not, and the less the feel-ings of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham—What is the amount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham what is the amount of the parties were introduced into the case Mr. Needham what is the amount of the parties were introduced into the case Mr. Needham was the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham was the amount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the parties were introduced into the case Mr. Needham was the mount of the parties were introduced into the parties were intro

Mushand voluntary on your part?

Norton?

tion of the Court

I have another source of income, which my husband cannot take away from me. I am a popular writer, and I had an agreement with a publisher to pay me £600 for one work; but that is an uncertain source of income, and I work as hard as any lawyer's clerk. And you must re-member that I came to this income burdened member that I came to this difference members and income burdened member that I came to this difference members and income burdened member that I came to this income burdened member tha

with thirteen years of debt, and two years of ab-

receive from my friends. Mr. Needham—Do you mean to say that you have not received an income of £600 a-year through the late Lord Melbourne? Mrs. Norton—I could receive no income from the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against Mr. Needham—Pray contine yourself to my Mr. Needham—Pray contine yourself to my uestion. Mr. Needham—You speed of Mr. Norton is afraid of them. Why do you the late Lord Melbourne's property, which is all entailed. My husband brought an action against Mr. Needham—You speed of Mr. Norton is afraid of them. Why do you the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all entailed. My husband brought an action against the late Lord Melbourne's property, which is all the Port of New York on Monday, from Europe, called the Council of the said City." Mr. Mexet Lord Melbourne's property and the fill were allowed to give an answer, Mr. Mowat—I object to this speech. Just an-the Port of New York on Monday, from Europe, called the Council of the said City." Mrs. Norton-I could receive no income from y nearests. Lock Melbourne, Loct Melbour, Melbourne, Loct Melbourne, Loct Melbourne, Loct Melbourne, L

ittee would not take up the depentures The A-I do not say that. Mrs. Norton-No doubt, now I know that he city at that time had no funds to take them up. did not make a suggestion how it should be done. They would not have anything to do with it is there was a profit of £10,000 or not? I do

a Court specially appointed for the speedy ad-ministration of justice, because an agreement with his wife could not bind him, all she could with his wife could not bind him, all she could say was, that it would be a singular spectacle to witness in a court of justice. your income on the average for the leist five years—£1,500? Nrs. Norton—It may ve been that sum; and now I know that he cae lefraud

pay? Mrs. Norton-£100 a year. Mr. Needham-How many carriages h ve you? with a fraudulent misappropriation of certain of these debentures, while they continued the prothe better. Mrs. Norton was then cross-examined by Mr. Needham—She said that she had received her al-lowance regularly up to March, 1852, but her husband now owed her, or rather her creditors, the sum of ± 687 . Mr. Needham—How many carriages b ve you? Mr. Needham—How many carriages b ve you? there has no constructed the pro-bill now due is for painting and repairs done to it for the last twelve years. A wom in in my position might have been entitled to ha ze a new brougham, but I have had the old one f equently made profit out of them. This, he maintained, was quite beyond the matter stated in the Bill,

Mr. Needham—Was your separation from your husband voluntary on your part? Mrs. Norton—I went to consult my brother, and Mr. Norton left orders with the servant that if I returned with my brother we were to be shut out, and the chain of the door to be put up against us. Mr. Needham—When you first separated, you received at the rate of £200 a year from Mr. Norton? Witness—No; for two years I received noth-Witness—No; for two years I received noth-Witness—No; for two years I received noth-

Witness-No; for two years I received nota-ing, and my children were sent to a strange Mrs. Norton-Two maids and one man ser-Mr. Vankoughnet said, what they were en-Mr. Vankoughnet said, what they were en-Mr. Veakbourget said, what the Were en-bankers, and they were paid certain sums to your credit. Will you have the courtesy to allow me to see the accounts? Mrs. Norton-I will extend no courtesy to the Mrs. Norton-I have occasionally asked people to dine with me. Mrs. Norton-I have occasionally asked people to dine with me. Mrs. Norton-I have occasionally asked people to dine with me. Mrs. Norton-I will extend no courtesy to the Mrs. Norton-I will extend no courtesy to the counsel of Mr. Norton, who has brought upon me the extreme degradation of appearing here this

the extreme degradation of appearing here this morning. (The account was afterwards handed to the judge.) Mr. Needham—Have you a banker's pass-book ? Mrs. Norton—I claim the protection of the Court against your insults. The reverse was the case. I wrote to Mr. Fearon to beg him not to subpena me, because I was too ill to appear. I 1848, because I never had money enough to make it worth while. Mr. Needham—Did you not refuse to take the money after it was paid for you to the Messrs. Ransom ?

-year. Mr. Needham—You say that your income is on the history of the transaction up to the 29th Mr. Bowes—The firm with which I am con-Mrs. Norton—The bankers told me the money was paid there for me; but I said it was of no use putting it there until I got back my children. Wr. Needham—You say that your income is deficient. Do you not support some one else's use putting it there until I got back my children. Nr. Needham—You say that your income is deficient. Do you not support some one else's use putting it there until I got back my children. Nr. Needham—You say that your income is deficient. Do you not support some one else's use putting it there until I got back my children. Nr. Needham—You say that your income is deficient. Do you not support some one else's use putting it there until I got back my children. Nr. Needham—You say that your income is deficient. Do you not support some one else's child? Nr. Needham—You say that your income is child real ware telen area to the fisher of Debentures. As

int. Notion here said that it was very hard that these one-sided statements should go forth to the public through the newspapers without his having an opportunity of answering them, and he certainly should throw himself on the protec-tion of the Court

gratifying the curiosity of any one. The Court said they were not aware that the question was really objected to. Mr. Gwynne's her up. She has been brought up inexpensively children, and I have told you. Take care of your questions, if you are afraid of the answers. will go out to service. She is a young woman now, of 17 years of age. I do not wish to boast children, and i have told you. Take care of your questions, if you are afraid of the answers. Mr. Needham—The sums you say you received amounted to £1,057 a year—had you any other source of income?

arce of income ? I have another source of income, which my I have another source of income, which my I have another source of income, which my Mr. Needham - You know Sophia Burton and Mr. Needham - You know Sophia Burton and Who was in the box, not as the defendant, but as Dr. Conner objected to this que a witness, every question that could be put to

Mr. Needha'n—Did you get him his situation through the influence of Lord Melbourne? Mrs. Norton—No. Mr. Norton wished to get up a base accusation against me to divorce me, and the way he went about it was by taking six other persons' names first, and failing with each

solute destitution. Mr. Needham—Have you no other source of in-come? Mr. Norton—I have already named them all, with the single exception of the assistance I may receive from my friends. the particular decusation against the to drotter me, and the way he went about it was by taking six other persons' names first, and failing with each of them, he came to the name of Lord Melbourne. If he thought me unfaithful to him, why did he write and adjure me to return to him? Mr. Bowes—It was. Question—Had you made any agreement be-fore this as to what money should be received upon these debentures by the contractors? Answer—I do not think any agreement was

Answer-I do not think any agreement was matter.

think about so simple a question. A-Not to my knowledge. Q-Nor about that?

A-No 1 Q-Nor half that? r. Bowes-On that transaction!

Q-You have no doubt that the contractors

A-None. I should not say, however, the

Q-How many were disposed of another way?

£50,000.

Mr. Bowes—That is a question I cannot an-wer. Mr. Mowat—Was there as much as $\pm 5,000$ the Corporation Act;" while the *Transcript* in-geniously gives the go-by to the statute, except-ing in so far as it regulates the election of the Mr. Bowes, after some cogitation, asked the Mayor by the citizens at large, and from the citi-curret control for the transcript in-geniously gives the go-by to the statute, except-ing in so far as it regulates the election of the Mayor by the citizens at large, and from the citi-Remittances from the Colonies..... 474 3 0 ourt,-am I obliged to answer that question? The Court-Yes! presentatives in the Council, and from their Mr. Bowes, (in answer to the question,-Yes! own body. This alteration in the mode of elect-

ome one of £10,000

There was. Q-Was there £9,000? -I do not think it. Q-Was there as much as £8,000? -I think there was.

Q-You cannot say what exact sum between .090 and £9,000 was made upon the transac-A-I do not say there was not £9,000. I only elected "by a vote of the whole people"-by said I thought so and so. Q-What do you think?

-I have answered that question -What do you think was made? -I think that there was about £8,000. -What proportion of that did you get? . Connor objected to this question

The Chancellor said that Mr. Mowat was only | tion-Q. E. D.-politely adding :exercising his legitimate right of cross-examina-tion, to find out what had become of this £8,000 which he alleged had been lost to the city. cross-examination were not permitted, they might lawfully exercised.

the Roman law of "plebiscitum :"-

Q-Tell me about the proportions. A-He gets about three-eights, and I receive Q-This money went into the business just like

accepted by the Council. 2nd. If the Council can legally accept such Q .-- Was this a partnership matter between resignation, and should decide on so doing, what proceedings ought they to take for the due elec-

Dr. Conner objected to this questio ion of a successor. The Chancellor said he thought Mr. Mowat It was ruled accordingly that the question be was now pressing the matter a little too far.

> accepted by the Council. The right to accept a resignation presumably A.—It was a partnership matter from the first. Q.—Was it so considered from the first? Q.—Was it so considered from the first? A.—I do not know if there was any considera-elected or appointed. And the Council not havtion about it, more than in regard to any other ing originally elected the Mayor, or any other of

natter. Q.-But you expected from the first that Mr. Is members, can accept their resignations so we observe the names of Mr. Buckland, the spirit-ed Lessee of our beautiful theatre, Miss Robert-

tions, of which twenty-seven are in Canada, thir-Q-Upon the transaction, which you call a said Council. On the other hand, our contemsaid Council. On the other hand, our contem- land, thirty in Newfoundland, two in New Bruns-Mowat-Did you accept yourself the proposi- not know why you should take so long a time to yesterday's issues, stoutly maintain that the minority of the Council were in the right, and that, in Australia, and two on the Continent of Europe,

under the circumstances, the Council held no At these stations there are actively employed, Montreal, 1st Sept., 1853. power to accept the voluntary resignation of the twenty-nine clergymen, seventy-five catechists Mayor. The Pilot declines discussing the legal and twenty-nine female teachers. There are Imports by the Champlain and St. Lawpoint, and, dogmatically, ex cathedra, decides that eighty-four Day and Sunday Schools, and thirty-Mr. Bowes—On *that* transaction i Mr. Mowat—I am speaking of the transaction y which the £50,000 debentures were cashed by kin is " altogether opposed to the whole spirit of kin is " altogether opposed to the whole spirit of £ d. the opinion given by Messrs. Pelletier and Dun-eight Day Schools only. The following is a

zens at large, and not, as formerly, by their re- Colonial Funds, raised and expended in the Colonies 2,422 17 2

> £9,171 13 0 ERROR IN REPORTING .- Mr. Campbell it appears is magnificently irate, at least he uses strong and mighty language, because our report of the doings of Monday night in the City Council made him express a desire to go home to

sleep, whereas he really expressed an opinion J Keeler 3 straw cutters; W L Marchand 3 boxes; that if Mr. Leeming continued to read the law J Levey 18 do tobacco; Nelson & Butters 2 kegs; PORTS OF AUSTRALIA ARE OPEN TO THE have no power to accept Mr. Wilson's resigna-and tweedle dee!

Messrs. Pelletier and Dunkin are, no doubt, A late number of the Galway (Ireland) in fact, as well as in courtesy, very learned gen-tlemen, but they will pardon us if we take the authority of Cicero and Livy in preference to theirs, as to the supremacy of the act of a *plebis*-counties, and adds that "it is melancholy to see citum, that is of the whole commonality when the bone and sinew of the fland thus flying away, at a time when it might be supposed sufficient employment could be obtained at home But Steamer ST LAWRENCE-Gillespie, Moffatt

opinion as to this knotty point of law--non nos-trum tantas componere lites-it would be pre-sumption in us to offer an opinion where Messrs. Cicero and Pelletier, Livy and Dunkin are at

was paid there for me is but I said it was of no use putting it there until I got back my children. I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have had property isfe me by my mother, which I have have have ne of them was sixy pears of age. I have had property isfe me by my mother, which I have have have ne of them was sixy pears of age. I have had property isfe me by my mother, which I have have have ne of them was sixy pears of age. I have had property isfe me by my mother, which I have have have have ne of them was sixy pears of age. I have have ne at the six may we feel bound in justice to have my have ne to boun injustice to him. Mr. Norton here said that it was very hard that the sea one-sided statements should po for the nume rout strikes they perform. Mr. Norton here asid that it was very hard that the sea one-sided statements should po for that the sea one-side statements should po for the nume rout strike they perform the contration. Mr. Norton here said that it wa addition to the numerous tricks they perform pekgs butter 1 lot hose 10 brls ashes 2 packages this evening, the startling feat of the decapita- saleratus 48 csks spring water 2 cances The Mayor of the City of Montreal having ten- tion, of cutting the boy Ar Hee's head off, which, pcs sawed lumber. dered in writing to the City Council, his resign-ation of the office of the Mayor, for reasons stat-ever undertaken by professors of the magic art. ed in his letter, the opinion of Counsel is requested by the City Council on the following noints :--1st. Can such tender of resignation be legally ance on Saturday for the accommodation of fa-

milies. Go and see them, and our word for it you will not regret it.

Madame Otto Goldschmidt (Jenny Lind) has presented her husband with a son and heir. The event took place on the 5th of August, in the Unless under authority of a special enactment to that effect, we should not be inclined to think that such tender of resignation could legally be that such tender of resignation could legally be lady herself, in a letter to a correspondent in

(Philadelphia, Amongst the arrivals at the St. Lawrence Hall,

Bark Queen of the Ocean, King, Port Talbot, Le-

IMMENSE IMPORT OF IRON .- There arrived at Schr Chebucto, Stapleton, Canso, H J Noad & co. Ship Caledonia, Wylie, Glasgow, Edmonstone

PRIZE LIST OF THE PROVINCIAL EXHIBITION .- Allan & co, general cargo Schr Thetis, Hally, St Mary's, Nfid, order, fish & which is to be held in this City of the end of the Brigt Auguste, Boucher, Sidney, Joseph Tiffin,

Schr Pacifique, Bouchard, Miramichi, Gilmour &

possesses upwards of one hundred principal sta-H H W 09 585 5 160 0

and Assets of La Banque du Peuple, during the period from 1st March, 1853, to the 1st

September, 1853 :--

and P:

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B. H. LEMOINE, OFFICE, 59, BROADWAY, N. Y. Cashier. Adams and Co's. Express,

Port Phillip, Melbourne and rence Railroad September 14.

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Hudon & Quivillon 1 box; C Seymour 1 box; Owner 2 boxes 2 bales wadding; Seymour, Whi ON WEDNESDAY; SEPT. 28, 1853

OUR FIRST EXPRESS for PORT PHILLIP & MELBOURNE, Australia, will be des-20 boxes 1 barrel 2 bdls saws: Brown & Childs patched by the new and magnificent steamer "GOLDEN AGE," Lt. D. D. Porter, U. S. N., Commander, on Wednesday, 28th instant, at 2 o'clock P.M., in charge of a Special Messenger to destination box; Robertson, Jones & co 1 trc molasses; Bin-more, Brodie & co 1 do do; A Prevost & co 1 box;

J L Beaudry 10 bales batting 5 do wadding; Jos Beaudry 10 bales batting 5 do wadding 1 pkg do estination. FREIGHT and PACKAGES of every descrip A Gundlack 1 box.

Per National Express :- 52 packages.

A. M., on the day of sailing, and Small Parcels and Dispatches until 1 o'clock P. M. All merchandize and packages for SYDNEY Imports by the Plattsburgh and Montreal and New York Railroad. September 15. J & O C 2 boxes glass; J B Frechette 12 cases; J after arrival at Melbourne.

that if Mr. Leeming continued to read the law, he (Mr. Campbell) and his colleagues would all go to sleep in the Council Chamber, instead of at home. Well! all right again, Tweedle dum and tweedle dee!

Per Pullen, Virgil & Co.'s]Express, 28 pckgs.

Imports by the Lachine Canal. Australia. PACKAGES, PARCELS, LETTERS, &c. September 14. &c., to be Forwarded by the above Express, will Propeller ST. LAWRENCE-Gillespies (Quebe received at OUR OFFICE, up to the morning

of the 27th instant. As we said on Wednesday, we shall offer no employment could be obtained as a second of the bigh wages which agricultural laborers below agricultural laborers below agricultural laborers of the bigh wages which agricultural laborers below agricultural labor & co 12 bbls ashes 121 do pease; Sundry Owners September 16. Mackerel, York Bay Oysters,

Sept. 16. LOBSTERS, MACKERELAND

Barges MARY ANN & I. O :- G Smith 5904

IMPORTS. JUST RECEIVED, a Supply of TOUS LES MOIS, a West Indian Product, most valuable as a Nutricious Food for Invalids and Chil-Per AUGUSTE-Joseph Tiffin 140 chaldrons

EXPORTS. dren. It is found to agree with the most delicate stomach, when other food is rejected. The Tous Per PACIFIQUE-Gilmour & co 900 barrels les Mois is put up in 1 lb packages, with full di-

PORT OF QUEBEC.

ARRIVED-SEPT. 14.

CLEARED-SEPT. 14.

PORT OF MONTREAL.

ARRIVED-SEPT. 15.

CLEARED-SEPT. 15.

TRAVELLERS' LIST.

TO AN THE DOVECANA HOTER Son

Mary Muir, Crawford, Dublin, H & E Bur-

Mesurier & co

coals

co, flour

general cargo Schr Unity, Garat, 18 days, New Carlisle, order, fish and oil September 16. . Native, Robert, 17 days, Gaspé, Fraser, fish and oil. JUST RECEIVED, a supply of Basket Covered EAU DE COLOGNE, direct from Cologne, S. J. LYMAN & CO., EAU DE COLOGNE, direct from Cologne, S. J. LYMAN & CO.,

	has done all that becomes a man, and it is not mother. I wrote, in reply, that I did not know and not as agent for the Corporation, and he	AYes!	not the Mayor or Aldermen of the said City.	·10 197 Yas of Plumph Int. Holesaunt britted at His	ARRIVALS AT THE DONEGANA HOUSE, Sept. 15	MUTARO MILLI TORE LAT AN ATOMRA ENT	section.	
	his fault that you are in this degraded position. what my mother's annuity would be but that therefore objected to the question being put,	QIn regard to the rest, are you aware what	The question first submitted to us resolves it-	CIGARS DIRECT FROM CUBA Messrs. Stephens	E H Bachildon and lady, Mobile; S Andrews, S	U Ex "Standard," from Cuba :- CUBREY,	By order,	
							WM. EVANS,	
	mit hay watch at the Court spreaded to the it should save instead of the indegrate that the Onatcend and the offer was so-	A Some of them were taken by the Cham-	text, the word "Councillor" occurring in the 30th	a mins are now receiving into store, from on	Quebec; M Dan Sheley and lady, Lancaster; J	Brands. her suchtanness avid to the forme?	Secy. and Treas. Board of Agriculture.	
	Mr. Hayward, the Queen's counsel, who accom- panied Mrs. Norton to the Court, appealed to the Court whether a counsel had a right to address sion I received from my husband, but should go	berlain, by direction of the Contractors, to the	section above quoted, is to be understood largely	board the brig "Standard," from Cuba, a large	Wallingford and lady, H Pearce and lady, Ky; E	For Sale by	Montreal, September 8, 1853. 168	
	Cours a domain a contract a contr	Bank of Upper Canada and deposited there.	or restrictively, under the rule laid down by the	and well selected assortment of real Havana ci-	Vaidly and lady, John Sheffin and lady, daughter	STEPHENS & MILLS.	Kurns, Thompio For antigate have the	
	such language to a lady. Mr. Norton—Is it regular, your Honour, for me it would really suffice for my expenses—still less ther any arrangement had been made with the	O Were then depended in some lines with	94th section the larger intermetation is to be	gars to which they have to call the attention of	ank 2 sons, Pottsville MissesiCrevier, J Kerkow-	September 16. 171	TUST Imported and for Sale-	
	Mr. Norton-13 it regular, your nonour, for me it would really sumce for my expenses-still less ther any arrangement had been made with the	Qwere they deposited in compliance with	takan unloss the santast has it appears clearly	gais, to which they beg to call the attention of	ski, St. Charles; M Wade, iEngland, Mr and	pigta as	J FRESH MUSCATEL RAISINS, in whole,	
	to say a word? for the discharge of my previous debts. I re- contractors as to the amount to be received in	the general order, or orders given from time to	that the norrower annext, make it appear clearly	the frade. Samples on view.	Mrs Mortly, New York; S M Sackett, E R Clarke	FOR SALE,	half, and quarter Boxes	
	Mrs. Norton-It is all irregular-you wish to ceived the last payment from my husband on cash, before the £50,000 stock was issued, and	ume. ALASHAGYINA THISHOS	that the narrower sense is intended. In this case,	STATUTE OF STATUTE OF STATUTE OF STATUTE	Mich: C Peek and lady, W Stanley and lady,		TEAS in Chests and halt Chests	
	disgrace me, and I throw it back upon you. the 30th March, 1852. I have always been wil-	A1 should say orders were given from time	the context, so far from doing this, shows us we					
	Mr. Norton-The annuity of £500 was given by ling to receive my allowance of £500 a year, form : Before the 29th July, 1852, when a resolu-	to time that they should be deposited.	think the reverse.	C 1 (// m) D: -	od lader E Engine Classland, E Caroida Chi	College comprising ONE VACANT	GIBBES & CO.,	
	me only on this basis. I would not have given and I have attempted to draw it since the last tion was passed by the Council to take shares to	QYou say then that these were bought un-	The Mayor is certainly a member of the Coun-	the suite of Finde hivers wates and general	and lady, E Eusign, Oleveland, F Gareida, Oli-	LOT, and a THREE STORY NEW BRICK	60, Commissioner Street.	
20.6	this sum, or one farthing, if she had not given payment, but I could not obtain it. [the amount of 750,000 in the company's stock,	der an arrangement not made with you. Were	cil, one of those who are to be counted in order	hardware, at the stores of Messrs. Frothingham	Mrs and Miss Vincent, Dorchester; W Maitland,	BUILDING containing TWO SEPARATE	September 13, 168	
	me the most solemn assurance that she would Mr. Dodd-When Mr. Thrupp asked you to had you made any arrangement.	you privy to it? Was it by arrangement with	to determine whether or not the requisite two-		Mrs and Miss vincent, Dorchester; w Maltiand, New York; C Crandall and lady, and 2 Miss	DWELLINGS and TWO SHOPS To the Build	September 15. 108	
	not receive one shilling from Lord Melbourne. settle his account, what did you say? Mr. Bowes-The offer was made to take the	you that an agreement was made ?	thirds vote for the acceptance of a resignation		New York; U Urandall and lady, and 2 Miss	ing is attached Two Wings in Prick The whole	REMOVAL.	
	Mrs. Norton-I stand here on my oath, and I Mrs. Norton-I told him that I could not new for one of depentures at 80 cents in the dol-	A.—NO.	under the clause in question ; presumably there-	John W Tahin will offen a Gamer of Gamerian	Quins, R S; A Hughes, J M Hughes and lady,	tin roofed with a free entrance from a Lone in	RE DURUY ALL.	
	say that is false. him, because I had an agreement for £500 a- lar; and I accepted it after the city had refused	Q You know nothing about it. Is that what	fore, one of those who under the clause can re-	John M. 100th will offer a Cargo of Superior	Cleveland; H K Campbell, Lebanon; J H John-	The root for the street entrance from a Lane in	THE Undersigned have REMOVED their	
	The Judge-If you do not restrain yourself, Mrs. year from my husband, but he would not pay it to take them-not on my own private account,	you mean to say ?	sign the office which constitutes him such mem-	Grate Coals, on the dock, this morning at Ele-	son, Boston; W Delano, New York, W G Chand-	Acula is and a good title will be given.	Dry Goods Business to No. 226 St. Paul	
	Norton, I must require yon to withdraw. to me. however.	A-No, but I knew about it subsequently.	ber, if his resignation be duly accepted.	ven o'clock, ex "Auguste "-See advertisement.	ler, H Leas, Mobile; Uol Wilson, So Ua; A Eng-	** PP1 Y LO	Street, lately occupied by Messrs. Wm. Stephen	
	Mr. Dodd-There may be some excuse in a Mrs. Norton's examination being concluded, Question-How soon after you received the	Q-I understand you to say that only £10,000	This view is strongly confirmed by the fact	a second s	land, Richmond; Mr L Debor, George Rock, N	R. LAFLAMME,	& Co.	
	Court of Justice for a lady; bat there can be none Mr. James Leman, solicitor, Lincoln's Ind letter, was the offer accepted?	were cashed under the arrangement made in the	that the expression " Members of the Council for	JEBORL	Y; B Brigham, George L Shaw, John Campbell,	Advocate,	ALEXR. MOLSON & CO.	
	for Mr. Norton, who is himself a member of the fields, was examined, and stated that he had pre-	letter.	each Ward" occurs twice, and the expression	LOWER CANADA.	Boston; J M Clarke, St. John's.	31 St Gabriel Street.	Sept. 14. 169	
	bar, and he must know that he ought to leave pared the agreement to allow Mrs. Norton 5001. Q.—Then was there any arrangement as to	AThe same arrangement was continued as	"Member or Members of the Council for any	- NR & MULT BO STORE HUSPILL PROTOGRAFT	- TOW Landing or John-Eall :	September 16. du 171		
					ARRIVALS AT THE ST. LAWRENCE HALL, Sept. 15.	STUAVED on FRIDAY, the 9th instant	REMOVAL.	
	his case in the hands of his own counsel. Mr. Needham—I ask you, Mrs. Norton, whe- ther it was not an express assertion of yours, at the rit was not an express assertion of yours, at	O When was this now arrangement made	sages where the intention man to refer to Mem-	the house of Mr John Giblin Grocer Pres.de-	J B Gecher, Brooklyn; H Glass, Port Sarnia; U	The second secon	THE Subscriber has Removed to the NEW	
	Mr. Neednam-1 ask you, and totod, whe how saled to him his income from his estate the rest of the 250,000 dependence of th	under which the £40,000 Debentures were	bers of the Council other than the Mayor; and	Ville, having left a candle burning in his hed-	Morris, Kenville; N Fullerton, F Fullerton, Miss	N 200 from Richmond Square, a Dark brown	L STORE, No. 276 St. Paul Street, next door to Messrs. CARTER & COWAN.	
	ther it was not an express assertion of joing you munication with Mr. Norton show the ally or in writing i	cashed ?	again in the next section but one the 22nd, where the same idea was to be conveyed, the phrase is "Members of the Council, of the said City, for any	room when he went to sleep a fire broke out	Gowdey, Vermont; Mrs Boomer and family, J	Canadian PONEY, with short tail, and a little	to Messrs, CARTER & COWAN	
	the time the agreement was signed allowing you munication with Mr. Norton about the non-pay- AOnly £10,000 were agreed for, and not	A.—It was not I that made it.	the same idea was to be conveyed the phrase is	there this morning, at two o'clock which bes	Christian, Kingston; Robert Lockhart, Hamil-	grey on the forehead. Any person who will	N S WHITNEY	
	£500 a year, that you received nothing through ment of the allowance. There was no verbal or £24,000.	0_When was it made	"Members of the Council of the said City for any	neoved lamentably disastrons Between fifteen	ton: C Smith, Miss Mowith, Mrs Gibson, Miss	bring or give such information that may lead to	Montreal, Sept. 14. r 169	
	Lord Melbourne or his friends? written stipulation as to any money being receiv- QYou spoke of the agreement proposed by	A,—I cannot say.	the same idea was to be conveyed, the phrase is "Members of the Council of the said City, for any Ward thereof." If in the passage here in ques- tion the Member was more the included	and twenty houses have been completely dea	Bartors, Darlington: J Walker, St John's: Rev E	his recovery, will be suitably rewarded by the	Lioniteut, ocpu III 109	
	Lord Melbourne of his impossible that arrange- Mrs. Norton-It was impossible that arrange- ed by Mrs. Norton from Lord Melbourne, and no that letter as having been afterwards cancelled.	A hant when	tion, the Mayor was not meant to be included	tround Among the sufferenz and .	H Baker, C W; Mrs Uniack, Colonel Light, Alex.	owner,	REMOVAL.	100
	Mrs. Norton-It was having because I received such condition formed part of the agreement en- Do you mean it was cancelled before any further					CHARLES O'BRIEN.	TTTM STEDUEN & CO have DEMONDE	- W
	nothing from Lord Melbourne. nothing from Lord Melbourne. Norton to day and asked him if Mrs. Norton came one issue of debentures took place ?	AI cannot say.		Timber stower: Mr. John Gibblin Greece Mr.	Shenhard of the Lady Simpson, W Hatt Niagara	Sept. 13. c 168	W M. STEPHEN & CO. have REMOVED to their New Stores, No. 274 St. Paul Street,	
	Ma Nondham DO YOU mean, his, rorow, of any one word had a first rorow and a mark and a more was no canceling of the before the	Q Was it made before the next issue of De-	Council" it also ought to have been quaimed by	Timber-stower, Mr. John Grocer; Mr.	I Roomer St Catherines : E Berry Oneber Los	TATANTED For a Marchant's Office a Res-	next door to Messrs. Jos. Mackay & Bro., where	
	allowance from Lord Melbourne. And he told cancelling of the amount already alluded to from	Dentures 1	the additional words for any ward.	James O brien, Tavern Keeper; Mr. Jas. O Nen,	Jackson and con Rangor Contain Samor	W neatable VOUNG MAN acquainted with	they are RECEIVING a large assortment of	
	Mrs. Norton-I have said it upon oath. him he did not know anything about it. There the £50,000. The money was paid over to the	AI do not know when it was made.	A comparison of the 22nd and 41st Sections	Shoemaker; Mr. Jas. Anderson, Stevedore; Mr.	Weshington: A Frilton Toronto: IH Chalman	Office Work and can apeak French Address Y	they are RECEIVING a large assortment of	
	What do you mean, then, by asking me if I were no surcles to the agreement, and he (Mr. Contractors at the rate of 80 cents a dollar, on	Q Were you aware of its being made?	may seem, at first sight, to suggest an objection	Joseph McLusky, Laborer; Mr. Wm. McQuiken,	Washington, A Finton, foronto, 5 H Oneimers,	Harold Office in handwriting of applicant	FANCY and STAPLE DRY GOODS, suitable	
	to Leman Was sware at the time it was the file 000	AYes, I was aware of its being made after-	to this view. The 22nd section provides, that	Moulder; Mr. wm. Berry, Tavern-keeper; Mr.	hew fork, O w michs and Bister, F manuer and	Sont 10	for the Fall Trade.	
	mean to say it? Mr. Needham-Were you asked by Mr. Norton entered into, that it was not binding in law, QWell, was there a similar arrangement	wards.	"in case a vacancy should occur in the office of	John Barrie, Grocer; Mr. Richard Coughlin,	tund or round miss robertaon' new rour! wiss	Nohe 10: 111	Nept. 8, 164	
	htty recommend to a first a fi							