UPPER CANADA SCHOOLS.

For the Globe.

We have received the annual report of the Normal, Model, Grammer schools of Upper Canada for the year 1857, and remark with pleasure that it shews, with one exception, a most satisfactory condition in our system of national education. The latter half of the year 1857, owing to the commercial pressure, was peculiarly unfavourable to the development of the school system, but we rejoice to find that instead of a decrease in the amount devoted to the purposes of education, there has been a very large increase. The amount of Legislative School grant apportioned to the municipalities in aid of Common Schools in 1857, was £32,951 13s 4d. The law required an equal sum to be raised by municipal assessment to entitle the municipalities to this aid. The sum actually provided by municipal assessments was £61, 954 1s.—29,002 7s. 8d. more than the law required, and an increase of £7,-427 5s. 3d. on the municipal assessment of the year 1856. The municipalities, therefore, voluntarily assessed themselves in 1857 nearly twice the amount required by law in order to entitle them to the Legislative grant. This is not all, however. The rates collected for the support of Free schools in the sections for 1857 was £146,285, an increase on the preceding year of £10,930. There was an increase also in the amount collected by rate bills of £2,658. The total receipts of Common School monies in 1857 were £323,604, an increase of £34,681 on the preceding year. This amount was expended as follows:—For teachers, £215,057, an increase of £20,136 over 1856; for maps and school apparatus, £4,349; for school sites and building, £51,972; for rents and repairs, &9,401; for text books, stationary, and other incidental expenses provided by trustees, £22,-258. This left a balance on hand of $20,564.

We observe with a great deal of pleasure, a marked increase in the number of free schools in the year. The advance was no less than 404, and the whole number of free schools is now 1,707. This is the largest increase which has taken place for many years, and it indicates that, in spite of all opposition, the free system is gradually extending itself, and will soon be universal. The sum raised for free schools in 1857 was £146,285, while the rate bills amounted to only £37,624. It is evident that there would be very little difficulty in wiping away the latter sum altogether, and support all the schools by taxation.

The improvement in the attendance on the schools is also gratifying. In 1856 the whole number of pupils was 251,145 in 1857, 272,637; increase 21,492. Of these 150,029 were boys, and 122,608 girls. We are happy to notice also a great advance in the standing of the teachers employed. The whole number is 4,083, and of these there were legally qualified 3,933, being an increase of 478 on the year, and leaving only 150 not holding certificates of qualification; 640 held [illegible] were of the second class, and only 962 were of the third, the decrease in that class being 53 in the year.

There is a pleasing increase in the salaries of teachers. The average salary of male teachers throughout the Province was £115 5s, an increase on the year of £24 19s. Of female teachers the average salary was £63 10s, being an increase on the year of £10 5s. The lowest salary of a male teacher in a county was £24, the highest £160. The lowest in a city £48, the highest £350. The lowest in a town £35, and the highest £200. The average salary of female teachers in counties was £51 18s; in cities £55 15s; in towns £70 7s.

As we have stated, there is only one part of these returns that we regard with other feelings than pleasure. We regret to find that the number of Roman Catholic separate schools in 1856 was 100, being an increase of 19 on the preceding year. In 1852 there were only 21 Roman Catholic schools in Upper Canada. The number has gone on increasing yearly in an enormous ratio. Were the system to continue unaltered, even with the disadvantages under which it is at present worked, the number of separate schools would soon materially interfere with the national system, and were themandates of the Roman Catholic clergy complied with, the ratio of increase would be much greater. Dr. Ryerson, with an evident anxious desire to defend the system patronized by his political allies in the Government, makes the following remark in introducing the subject:—"It will be seen that the establishment of most of these schools is of recent date—since the vehement agitation of the question—the greater part of those established in former years have been discontinued." There is an insinuation here that the establishment of these schools has arien from the vehement agitation of the question. No one knows better than Dr. Ryerson that to use a homely phrase, he is putting the cart before the horse; that the agitation of the subject was the result, not the cause, of the increase of the schools; that the introduction of the separate clause into the Act of 1850, and the stimulus that was given to the sectarian system by the efforts of Bishop Charbonnel, were the causes of that agitation, the beneficial results of which Dr. Dyerson is doing his very best to destroy. It is very true, as Dr. Ryerson says, that the establishment of most of these schools is of recent date, because the effort for their establishment on the part of the clergy is of recent date, but there is a deliberate mis statement in the latter part of the sentence. It is not true that the greater part of the schools established in former years have been discontinued. Of the twenty-two schools in operation in 1852, we find no less than seventeen are still in existence. But supposing that Dr. Ryerson's statement had been true instead of false, it would have proved nothing against the agitation of the question. It matters not whether the schools are new or old; the important fact is that they are constantly increasing in numbers. The amount apportioned from the legislative school grant has increased this year £730, and there is an increase of the local taxes to the extent of £862, and of rate bills of £479. The subscriptions are also increased by £901. The total amount received for their support was 8,092*l*. We will take another opportunity of making some comments which these facts irresistibly suggest.

The Grammer Schools of the Province appear to be in a prosperous condition. The total expenditure in 1857 was 19,-175*l*, an increase of 3,420*l*. The attendance was 4,073, being an increase of 690, and giving an average of 57 pupils for each school. The whole number of pupils in Latin is 1,329—an increase of 278. The whole number of pupils in Greek is 284—increase, 27; in French, 601—increase, 139.

The whole number of school visits in 1857 was 49,196; increase, 5,090. The number of school visits by local superintendents, (many of whom are clergymen,) was 7,322—decrease, 222; by clergymen, 4,025—increase, 608; by Municipal Councillors, 1,794—decrease, 44; by Magistrates, 1,634—increase, 138; by Judges and Members of Parliament, 366—increase, 14; by Trustees, 17,730—increase, 1,460; by other persons, 16,-325—increase, 3,136.

The whole number of educational lectures delivered in 1857 was 2,540—increase, 117; lectures by local superintendents, 2,245—increase, 250; by others, 295—decrease, 133.

The average time during which 3,458 of the schools were kept open in 1857, has been reported, and is 10 months and 6 days—increase, 4 days; an average of two months longer than the schools are kept open in either the State of New York or the State of Massachusetts.

NOTICE!

THE only persons authorized to collect accounts and grant receipts for the "Tribune" Office at present, are ALEXANDER SCOTT, "York Commonwealth" Office, Richmond Hill, and W. R. ROBERTSON, Toronto

New Advertisemets this Week.

Agents Wanted—Commonwealth Office
Moore's Rural New Yorker for 1859
Notice—John Milborn Robinson.

York Commonwealth.

RICHMOND HILL, DEC. 10, 1858.

YORK COMMONWEALTH.

The proprietors have commenced the publication of the *York Commonwealth*, a family newspaper, devoted to Politics, Literature, Agriculture and Commerce. The intelligent yeomanry, mechanics and mechanics of York will hail with pleasure the publication of a paper in the very heart of this wealthy and important county, that will be a faithful sentinel and advocate of their rights; a fearless and impartial expositor of public wrongs, and a reliable medium of the general news of the week, both foreign and domestic.

The greatness of any people may be measured by their intelligence, and in proportion to their mental and moral acquirements will be their position among the nations of the earth. The channels, therefore, for conveying to the public cheap and useful information, can never be too numerous, nor the streams of knowledge too widely diffused. With a view then of promoting perseveringly and effectively the moral, social and political condition of the country, the *Commonwealth* has been issued and placed under the editorial management of a gentleman whose intimate acquaintance with the country and its polities qualify him for the efficient discharge of the duties of his position. No pains will be spared to render it one of the very best papers in the Province.

In politics the *Commonwealth* will be thoroughly liberal, and will not fail to advocate such reforms in the constitution as are essential to good and economical government.

The recklessness and extravagance of our statesmen have emptied the public chest, saddled the country with an enormous debt, and brought it to the very brink of national bankruptcy. The extensive patronage of the executive together with the abuse of that patronage are evils of long standing, and the time has now arrived when the powers of ministers should be circumscribed by a constitutional check.

Representation in Parliament, proportioned to numbers, is a measure of so just and equitable a nature, that if not conceded to Upper Canada consequences must follow most disastrous, not only to these Provinces but to the whole of British North America.

A national system of education, free from all sectarianism, is best adapted to the wants of the people. We regard such a system as one of the greatest blessings a nation can possibly enjoy.

The acquisition of the Hudson Bay Territory is a question of much significance to Canada. It would be another link towards the establishment of that mighty empire, whose dominions, population and enterprise shall one day extend from the lakes on the south to the Artic ocean on the north, and from the Pacific on the west, to the Atlantic on the east. British North America at no distant day will be traversed by a railway, which shall extend from ocean to ocean, and afford a channel through which the immense wealth of the east will find its way to other parts of the wurld,—thus making Canada the first commercial country on the earth. The Hudson Bay Territory belongs to Canadians by birth-right, and should, without delay, become part and parcel of Canada.

The county of York should be separated from the City for judicial purposes, and buildings erected at some suitable place, to afford the necessary accommodation.

These measures the *Commonwealth* will steadily support, and will be prepared to advocate such other reforms in our institutions as the requirements of the country from time to time may demand.

PRICE—$1 50c. if paid in advance, $2 if not paid within three months.

SCOTT & CO.
Proprietors

COMMONWEALTH OFFICE,
Richmond Hill, Dec. 3rd, 1863

N. B.—All monies paid to our agents will be acknowledged through the paper.

CANADA POLITICALLY.

Canada enjoys a liberal constitution—one that empowers Canadians to govern themselves—to make and unmake laws as their necessities require. It guarantees civil and religious liberty, irrespective of race or creed to all Her Majesty's subjects in this distant appendage of the British Crown. The Home Government only reserves itself the rights of appointing our Governor and protecting the interests of the British flag. We venture to assert, that under our system of Colonial Government, the people enjoy greater liberty than even the people of England, who are, notwithstanding, justly proud of their institutions. Here we have a more equal distribution of property and greater equality of persons; two blessings dear to Canadians. If, however, the theory of Canadian Government be right and just—practically it is far from being so. Not only are men in high places found corrupting the institutions and morals of the people, but deliberately violating both the letter and spirit of the constitution.

Canada ever has had the misfortune to be ruled by men, the majority of whom sought power only to advance their own selfish ends. Were we to trace the public character of all our statesmen who held office since the Union, we would find that the greater portion of them have been found guilty of some public wrong. Viewing the awful amount of wickedness perpetrated by men in high positions during the last few years, it is surprising that we have had even a common share of prosperity, and that as a nation, we have not experienced the fate of Sodom and Gomorrah. It would almost seem that our prosperity has been the spontaneous offspring of the indomitable industry and perseverance of the people and the fertile soil beneath our feet. At this moment the vessel of state is drifting whither she listeth. While John A. MacDonald is meditating retirement, others of his colleagues are engaged in *hatching* another gigantic railway scheme that will afford chiselers an abundant harvest. The Governor of Barbadoes came to Canada a penniless adventurer. His unquestionable talents soon won for him a high position and a great degree of popular favour. But, no sooner had he attained to power than he used his position for the most corrupt ends. The Grand Trunk Railway was his pet scheme; he managed to procure for himself the lion's share of the spoil, and distinguished appellation of prince of chiselors. After inaugerating a new school of politicians, and accumulating wealth to the amount of one million dollars—he was promoted and retired from Canadian affairs. No sane man will say, that a million dollars may be honestly acquired in a few years; nor half that amount. The Hinck's and Bowes' job affords an illustration of the manner in which the thing may be accomplished. John A. MacDonald first distinguished himself as the uncompromising opponent of such men, and declared in his place, that Mr. Hincks and his party "were steeped to the lips in corruption." When in the cold shades of opposition, he could strain at a gnat, but when he shared in the loaves and fishes, he could swallow a camel. All at once he discovered that Mr. Hincks was a model statesman, and that his own late colleagues were enemies of their country; men destitute alike of principle and patriotism.

We give Mr MacDonald the distinction of being the most skilful tactician of which we have any knowledge. He did not long enjoy the confidence of the people of Upper Canada; nevertheless, he succeeded in concentrating in his own person the government of Canada for a number of years. By a dexterous distribution of emoluments and bribes he succeeded in corrupting Parliament, so as to command a majority. Under his *regime* the credit of the Province has been destroyed; the industry of the people has relaxed; their morals have been corrupted, and our most cherished institutions have been subverted to serve the selfish ends of time-serving politicians. At this moment the whole country presents one vast extent of Babel-like confusion. During the last session of Parliament we witnessed men voting on questions of vital importance, who had not the confidence of the people; men who were fraudulently elected and unworthy of a seat amongst honest statesmen. Not only did they sit and vote in Parliament; one of them was made a responsible minister of the Crown—an adviser of His Excellency. Wellington, Nelson, and Napoleon are, no doubt, illustrious characters in the world's history but never before was it decreed, that their ashes should be represented in the Canadian Parliament! Neither was it previously enacted by any body of men in authority, "that an Albany *almanac* be a constituency in the province of Canada, entitled to send one representative to the Legislative Assembly." In addition to these outrages on the constitution, last summer, the then premier of Canada, stood in his place and declared that there was nothing wrong in the Norfolk shrievality case; that an officer of the Crown had a right to sell his position for the sum of twenty thousand dollars, and to a man disapproved by the people of Norfolk. The whole of last Session, though unusually long, was spent in caballing and party squabbles. No measure of real value to the country was passed—the voter's Act excepted. We are sorry to have thus to speak of our rulers, but a sense of honor and duty impels us to make an exposition of the public character of Ministers, who have betrayed every important trust committed to their charge, and by unprecedented acts of maladministration forfeited the confidence of the of people Canada. Hon. Mr. Cartier, nominally Premier of Canada (an Annexiationist in 1837,) instead of discharging the duties pertaining to his office, has returned from England, where he has been seeking court smiles since the recess. The Post Master General, instead of labouring in his department, while in receipt of an annual salary of five thousand dollars, is practicing law in Cobourgh. Who ever heard of ministers of the Crown acting on this wise. A dissolution is now pending; the organs have formally announced it, and it is well that the public be prepared to meet it. Any twelve honest men, whether Conservatives or Reformers, who shall undertake to settle the vexatious questions now agitating the country, shall have our warmest support. Shall the men now in power be replaced by men of sufficient honesty, ability and energy to avert the downward course of the Province, and turn upon us once more the tide of prosperity? Let the electors of Canada give the solution when an opportunity is given them.

Correspondence.

☞ We have been handed a communication from the Roman Catholic Pastor at Thornhill, but as it has a special reference to another party, we cannot publish it. Any communication, however, sent us by the Rev. gentleman will receive attention.

To the Editor of the York Commonwealth.

SIR,—I see that "One of the Twelve" at the Star Chamber Meeting held at Victoria Square, has made an effort to supply the public with an outline of the proceedings of that august body, but he has totally failed in so doing, and proved himself altogether unfit for the honor to which he aspires of a representative of Ward No. 2.

He calls on your correspondent to be more careful in his next about making mistakes.—Now, sir, this worthy has scarcely anything but mistakes in his communication. Mistake the 1st says,—the meeting was not to nominate a Candidate, but merely to make arrangements as "to who" we should nominate and support, but what is the truth! Why, sir, that they actually did nominate three different individuals, viz,—Mr. John Harrison, Mr. Gormley, and Mr. R. Marsh.—When Mr. H. and Mr. G. gave way to Mr. Marsh; they also agreed to support him [Mr. M.] and are actually now canvassing for him. Does your correspondent know anything of this? Mistake 2nd asks, may not a man ask his friend to meet him when and where he sees fit? Now, sir, I am informed of a few circulars sent round, inviting certain busybodies to attend a public meeting at Durose's Hotel, which our worthy says was not a public meeting. The circulars had no signature—Mary Smith, [who called the meeting,] having forgotten how to write her name. Mistake 3rd calls Mary Smith and her friends of the Star Chamber "every body." No doubt they think themselves more than a match for all creation!

In conclusion, he says he knows Mr. Frisby to be an honest farmer. This is no new discovery; for he is an honest, upright, straightforward, intelligent gentleman, and has the ability, had he the inclination to represent this Ward at the Council board, in a manner far superior to any who attended the "Star Chamber Meeting;" but, I may say for your information, Mr. Editor, that when Mr. Frisby was waited on by a numerous deputation, he declined the honor of becoming the representative of our Ward.

Your obd't servant,
FAIRPLAY.

Markham, Dec. 7, 1858.

[We publish below an exceedingly lengthy communication, from Mr. Thomas Simmonds, of Markham. We wish to Mr. Reesor no personal wrong, on the contrary, he is a gentleman whom we respect, but as he has given the public his own version of the case, (which version may be correct for ought we know,) it will not be denied that Mr. Simmonds ought to have the same privilege. Let it be distinctly understood that we are not responsible for Mr. Simmonds' statements.]—ED.

"EXTRAORDINARY DECISION."

SIMMONDS *vs.* REESOR.

To the Editor of the York Commonwealth.

SIR,—Mr. Reesor, the Editor of the Markham *Economist*, devotes two-and-a-half mortal columns of his paper of the 11th instant, under the above heading, to the dismal story of his sufferings, and what he terms "the glorious uncertainty of the law." Although he states, "the case especially interests the proprietor of this journal, who was the defendant in the Suit, it is nevertheless of public interest." What earthly interest the public can have in the case, except in so far as they may have a *personal* interest in the *solvency* of the defendant, I cannot perceive; yet since Reesor has dragged the case before the public, and as I happen to be the Plaintiff, I beg (through your valuable journal) to correct some of his numerous gross misstatements, by which he endeavors to mislead and create public sympathy. About the beginning of the month of June, 1855, I called at Mr. Reesor's office, when (I shall quote his own words) "a proposition was then made by Reesor to sell him (plaintiff) one hundred acres of land for £300 in cash, and in praise of the land, the defendant further remarked that he would not be afraid to guarantee that the land would be worth £500 in less than three years. Some days after this conversation the Plaintiff called again, and said that he would give defendant £300, but would rather take his (defendant's) guarantee of what the land would be worth in three years, than the land itself. "A written agreement then was entered into," &c. Now at that time I placed implicit confidence in Reesor, which I have since had ample reason to regret, yet it seems (although he has reported among his friends that I am nearly crazy) I had sense enough to insist upon his putting his price of the land in *writing*, so as to give it a certain *commercial value* before investing my money on the strength of it, an example that some other *victims* who have lost their little all, might have followed with profit. The following is the agreement *verbatim et literatim* on which the action is brought, drawn up by Mr. Reesor in his *own handwriting*, signed by himself alone, for my name is not signed thereto:

"MARKHAM, June 13, 1855.

For value received, I promise to make to Thomas Simmonds a clear deed, free from all incumbrance of the west half of lot No. 1, in the 5th con. of Nottawasaga, one hundred acres, or to give in place of the same ample securities for the sum of four hundred and eighty pounds, to be paid three years and one week from this date, without interest, the said T. Simmonds to have his choice if he hands me his decision in writing within seven weeks, otherwise the choice to remain with me.

DAVID REESOR,"

Mr. Reesor calls this agreement a *guarantee* of what the land would be worth.—The Hon. J. H. Cameron, Q. C., looks upon it as a *promissory note* for the payment of £480 upon the happening of a certain contingency which did happen; but then, lawyers like doctors, will sometimes differ—but Mr. Reesor states I did not hand in my decision within the seven weeks, and pathetically exclaims: "Seven weeks passed round, yet no notice was given by plaintiff to defendant,—seven months passed round, yet no notice was given; the choice now rested with the defendant." Then why did he not make his choice within a reasonable time after the seven weeks, as the law requires? Was the choice to rest with him for ever? It rested with him up till 5th September, 1858, three years and one month, three weeks after the action commenced, and ten after the money became due! Until the land had depreciated in value from "two thousand dollars" to less than one thousand: until *thirty-five acres* of it had been sold for taxes (still unredeemed) should the plaintiff have wasted until the land had depreciated *another half*, and the remaining sixty-five acres had been sold for taxes? It is true that I did not give the notice within the seven weeks, as I overlooked the clause requiring notice, and did not discover it till after the seven weeks had expired, but Reesor knew what *my choice would be;* for he says, as above quoted, "that I chose to take his guarantee of what the land would be worth, rather than the land itself." About five or six months after date of the agreement, I went to Mr. Reesor and demanded the securities for the money; when he said nothing about the land, but offered me C. F. Hall, which I declined, as I did not consider him sufficient, but offered to take John Reesor, or A. Barker, or any man I knew to be good, or a mortgage on his place; this he refused, and I am yet without any other security than himself. A short time will test the value of shot. Reesor says a Mr. Walker offered him five hundred pounds for the land. Then why did he not take it? (I suppose he wanted £600.) He says the payments were offered to me and declined, I am willing to take my affidavit the payments were never offered to me, nor was I consulted about it in any way whatever. He states further, "as the defendant was about to have a sale of lands, accordingly with plaintiff's knowledge and consent, he advertised the lot in question." I solemnly declare that I did not know the lot was advertised or sold till after the auction was commenced.—The land was sold at auction to Tomlinson for 1650 dols. He says it was bid off, not sold—How comes it then, that he told Mr. Laurie that he had a *bona fide* bid for 1700 dols, on the strength of which Laurie agreed in two days therefor to give him 1600 dols, provided he (Laurie) could make a sale of his stock, so as to turn in the sale notes to meet the payments,—This was the *verbal* understanding; but Reesor with his usual cunning, five weeks before the sale of stock, drew up a written agreement for sale of the lot to Laurie, without any mention of such condition whatever, in which Laurie covenants to give £400, and payment of 1000 dols. to be made in October last—and balance in the May following. The sale of stock did not come off as expected—but Reesor, true to his instincts, refused to cansel the agreement, except on a loan of £200, to be applied on his Malvern property. Reesor says the land was sold for my benefit. Why then, was the sale not also cancelled for my benefit? He might have sold that lot, or any other lot for my benefit,—that is, to pay and secure me. I never gave any authority or consent; nor was it ever asked, nor could I sell land which I never owned. No deed was ever made or tendered me till after the auction. I never expected to take the land, because I expected Reesor intended to give me the securities and the money. If a deed had been made, and tendered me in a reasonable time after the seven weeks, when property was rising rapidly, speculation and the *land mania* at its height, I could easily have made my own out of it. Reesor admits that he did well by my money (perhaps doubled it) that he had been offered, and refused successively £500, £450, and £400. He says I expressed a hope the land might be sold, and agreed to take £390 instead of £180, and that in case he sold the land to Laurie at £400, I should take his (Laurie's) sale notes, endorsed by himself on Reesor, and allow him £10 for his trouble. This I positively deny. But suppose I did, Laurie and the makers of the notes would be an additional security. Is it pretended that the notes, either *endorsed* or *unendorsed*, were ever presented to me? Am I to be bound by an offer that never was, and could not be *accepted* (since the sale did not go off?)—I must admit, that after the money became due, rather than go to law, I offered to make a great sacrifice, and wait three years longer, on his giving me good securities, but he refused. I afterwards made three separate appointments to meet him and have the matter arranged, which he disregarded. I had only one resource. I sued him; then the *bright idea* flashed across his mind that he could still make me take the land, though he had never yet made or tendered me a conveyance thereof; and although thirty-five acres of it have been sold for taxes! accordingly three weeks thereafter a deed was presented to me in due form, in presence of H. P. Crosby, when he says he put this question: "Simmonds, you will not deny that I have offered you a deed more than fifty times, being before the agreement expired!" And that I replied I "never wanted the land, and never intended to take it." Now if this be true, the fact of my saying I did not want, nor intend to take the land, is no proof that it was ever offered to me, much less in any way that I could take it. I don't recollect the question being asked, and deny the statement it contains; for the land was never offered to me in a way that I could take, until September last. He says he was always ready and willing to make a deed, but the fact of *his saying* so is no proof that he was, for he always professed to be ready and willing to give the securities and the money, but failed to do both. According to Mr. Reesor, Laurie swore "he understood the sale of land was for Simmonds' benefit."—Simmonds [Substitute, Reesor] "told him [Laurie] that he was to get his stock sale notes to the amount of £390 for the land, and that the defendant was to get £10 for his trouble in making sale of the land." That I could have told Laurie this is simply absurd. Allow Reesor £10 for his trouble in selling his *own* land,—a foot of which I never owned! No wonder the learned judge, with all his ingenuity, could not understand it. [as Reesor admits] and *insisted* that Reesor, before he attempted to prove that he sold the land for me, must first prove that it ever *was mine*. Now this is the whole case for the defendant. "Yet in the face of this evidence" [in my humble opinion no evidence at all] says Reesor, "the judge advised the jury, as the defendant did not tender a deed, nor the money within the three years and one week, the plaintiff had a right to sue for either:" "for, says the judge, it is very clear that the conveyance was not made within the time, and it is clear that the money was not paid within the time, therefore you have a right to infer that both were refused." "So that," says Reesor, "the judges charge simply amounted to this,—that the plaintiff might set forth an unmitigated falsehood, and because the defendant could not prove it a falsehood, it was to pass as truth." I don't exactly know what the pleadings were, but I suppose the declaration set forth the agreement, viz,—that Reesor promised to give me a deed of the land, or securities for, and £480 within the time therein mentioned! that the time had expired, and he had done neither; which *is true*, there is no great harm then in alleging in the technical language of the courts, that both were refused. This is what Reesor calls "an unmitigated falsehood—" "a false charge;" and because he says "the defendant could not prove it false" ["that is by proving that he did either give the land or the money"]—the judge allowed it to stand as true. The defendant pleaded not indebted,—which means that he never made the agreement, nor got the money. The plaintiff proved both Defendant further pleaded that he had performed his part of the agreement. This the plaintiff denied.—This was the only remaining issue. The judge required the defendant to prove his plea.—To this the defendant demurs, and indignantly exclaims: "Strange law indeed, that a man can be charged with a certain neglect" [that is, neglect to pay his debt, or perform his agreement] "that he should have to prove that charge to be false" [that is by proving the converse, that he had paid his debt, or performed his agreement ["otherwise stood convicted of the charge." Yet the judge held that it was not "more strange than true; according to Mr. Reesor, the plaintiff must not only prove the making of the agreement and the consideration, but that the defendant did not perform his part, [that is, prove the negative! how "very easy," to be sure!] the affirmative of the issues incumbent on the plaintiff, and the negative of the issues incumbent on the defendant. The difficulty of proving a negative has puzzled logicians, from "Aristotle" down to Whately, and the law does not require it, The maker of a note or agreement—if the plaintiff proves the making and the consideration,—must pay, or satisfy, or prove that he has! Every school-boy of eight years old knows this; yet Mr. Reesor does not know it, though he is an Editor, and professes to "draw legal" documents, and even give "legal advice,"—for, says he, "Judge Draper allowed his [plff's.] lawyer" [Hon. J. H. Cameron, who ought to have known better] "to make this false statement" [viz, that he did not perform his agreement"] and because it cannot be proved false in the way desired, it must pass as truth." Yet his ignorance, [gross as it is,] is yet fully matched by his impudence,—"for," says he, "the learned judge has thought proper to change this law of evidence.—Allow a false charge to be made against the defendant, and advise the jury that they may regard it as true, because the defendant cannot prove it to be false by a positive and substantial witness." "was," says he, "a greater outrage ever heard off?" "Why," says he, "was not the plaintiff asked to prove a demurer on the defendant? and that the defendant had refused to perform his part according to the agreement,"—that is, prove the negative, which is impossible. But why should I be compelled to demand a deed when I preferred to demand the money,—His own witnesses, if they prove anything prove this, Did he intend to give me both? "Whether," says Reesor, "Judge Draper can successfully make good his new law, remains to be seen." One would have thought that he ought first to have known what the law is, before he undertook to tell the Chief Justice of the Common Pleas that he had "changed the law." Then because the learned judge did not choose to look upon Mr. Reesor as an "infalliable being," reverse the law laid down and acted upon for two thousand years, take not only the evidence, but the law from his lips, decide that the plaintiff should pay the costs, and take a deed of the land, when the defendant in his "great goodness" should see fit to give it, perhaps after the other sixty five acres had been sold for taxes; but chose to consider Mr. Reesor an ordinary mortal, and as he had neither given the land nor the money, advised the jury to find for the plaintiff £492 12s., which they did accordingly,—Reesor calls his "decision extraordinary."

Your obd't servant,
THOMAS SIMMONDS.

Markham, Nov. 23, 1858.

MURDER IN TORONTO.

Toronto has again been the scene of a frightful tragedy. It appears that on Monday night the 6th inst., a party of fallen females with their "fancy men," and others (amongst whom were the victim, Thomas Madigan *alias* Reardon, and William Fleming, the supposed murderer) met at a low groggery on Wellington street, and had a supper, and after supper a dance, and of course the demon whiskey was supplied in only to liberal quantities which after copious libations had been drank, led to quarreling, and Fleming accused a woman named Lee of cheating him of half a dollar, she denied it, and he, (Fleming) drew a dirk knife to stab her, but she slipped out of the way, after which Fleming had some words with Madigan. A few blows being struck. Patrick Scott's evidence at the inquest runs thus:—

"I last saw him alive at about half-past eight yesterday evening, at Welsh's tavern. We at that time left the tavern together. He was "pretty" sober, having taken only a couple of glasses and a couple of cigars in the tavern. We walked on together to a lane a little to the east of Bay-street, immediately in the rear of Mr. Hawke's. I went up the lane, leaving the deceased near the bottom. I had not been five minutes in the lane before my attention was drawn to a scuffle on the sidewalk on the street below. I at once went down the lane, and rushed between the two—the prisoner in the dock and the deceased—when I observed that the prisoner had a long knife in his right hand. I asked what was the matter? The prisoner said—"Patsy, is that you?" "Yes," I replied, and at that instant I saw the deceased fall, upon which the prisoner ran away. I then exclaimed that the man had been stabbed, and I ran for Dr. Adams. I then returned to the tavern and learnt that the young man was dead. When the young man was taken into the saloon he breathed; but I did not hear him utter a sound after he fell. I went from the tavern to the police station and stated the particulars of what had taken place, and returned back to the tavern with Sergeant Hastings who arrested several women."

POST MORTEM EXAMINATION.

Dr. Colter and Bethune, gave it as their opinion that deceased died from injuries received during the quarrel. The inquest was again adjourned.

The funeral of the unfortunate youth took place on Wednesday, and was largely attended, there being nearly thirty vehicles, and about one hundred persons in the procession. The funeral took place about half-past two o'clock in the afternoon, from his foster-father's house on Stanley Street, and proceeded down Church street to King, along King street, and thence to the Catholic Cemetery, Yonge street. There was a large assemblage of persons on the streets as the procession passed along. It is stated that the body was not deposited in consecrated ground by orders of the Bishop, the reason alleged being that the young man had not been attending on church ordinances for a length of time. Rev. Mr. O'Keefe, however, read the prayers for the dead before the body was removed from the house."

Three men were killed at Brookville, Ind., on the 8th inst., by the falling of the cupola of a new church.