

# KINGSTON GAZETTE.



KINGSTON, UPPER CANADA—PRINTED AND PUBLISHED BY STEPHEN MILES.—PRICE FOUR DOLLARS PER ANNUM—EXCLUSIVE OF POSTAGE.

## NEWS!

THE subscriber having disposed of the Establishment of the KINGSTON GAZETTE, all persons having claims against him, are requested to prefer them, that they may be in course of payment; and all those indebted to him will see the necessity of settling up their respective accounts without delay.—The Gazette will be discontinued after the 29th day of December next, when a new Paper will commence; so that those who are desirous will have an opportunity of still being supplied.

STEPHEN MILES.  
GAZETTE OFFICE,  
Kingston Nov. 17, 1818.

## Kingston Branch of the Montreal Bank.

Any sum required may be obtained at the Office for good Bills, on Montreal, Quebec, Bills of Exchange on London or for Specie—Notes also will be discounted at thirty, sixty, and ninety days.

THOMAS MARKLAND  
Agent.  
Kingston, 3d Nov. 1818. 23

## Valuable Lands for Sale in the TOWNSHIP of HAMILTON.

Lots No 6 and 12 in the 3d Concession, ..... 400  
Do do 11 and 15 in the 4th Concession, ..... 450  
Do do 10 in the 6th Concession, ..... 400

Acres, 1050  
The above lands are all lying in the Township of Hamilton, new settled District, and will be Sold on the most liberal terms. For further information, enquire of Elias Jones Esq. Hamilton, or the Printer. 23f

THE subscriber respectfully informs his friends and the public, that he has received a new supply of

## GOODS,

From Montreal, well adapted to the season.

Those who may favour him with their custom may rely upon it, shall have them on the most reasonable terms, either at private sale or public Auction, for Cash.

MICHAEL MORAN.  
Kingston, July 21, 1818. 8

Executive Council Office,  
York, 22d July, 1818.

NOTICE is hereby given to CHRISTOPHER THOMSON, or his Representative, by order of His Honor the Administrator in Council, to make good any pretension to the West half of Lot number Seventeen in the sixth concession, on the Napane River, in the Township of Frederickburgh, within six months from this date, or else the same will be thrown open to other applicants.

JOHN SMALL,  
C. E. & Co.  
11th 6

## BANK OF CANADA.

THE subscriber being appointed Agent for the Bank of Canada, he will negotiate bank notes for bills on Montreal, Quebec or for Specie.

Wm. MITCHELL.  
Kingston, Oct. 13th, 1818. 20

## TO LET,

AND immediate possession given, a convenient STORE, in the Village of Hamilton. For further particulars, enquire of the subscriber.

E. PERRY.  
Hamilton, 13th October, 1818, 22

PUBLIC NOTICE, is hereby given, that JOHN WHITE, of Belleville, in the Midland District of Upper Canada, Farmer, has made an assignment of his Good and effects to the subscribers, to whom his debtors are to make payment, being empowered to collect, settle and discharge all accounts and debts due to him, and application the net proceeds among his creditors, who sign the deed of composition for the purpose, which may be seen by applying to Allan Taylor, Belleville.

THOS. COLEMAN.  
SMITH BARTLETT.  
SAMUEL SHAW.  
ALLAN TAYLOR.  
Nov. 25, 1818. 27W4

## Notice.

THE Copartnership heretofore existing under the firm of Taylor & Parker is this day dissolved by mutual consent. Therefore, this is to request all those indebted to the said firm, by note, or book account, to come forward and make immediate payment unto Allan Taylor, who is duly authorized to receive the same. And those who have claims on the said firm are requested to prefer them for adjustment.

(Signed) ALLAN TAYLOR,  
THOMAS PARKER.  
Belleville, 3d Nov. 1818. 25W12  
N. B. The business will in future be carried on by

THOMAS PARKER.

## NOTICE

THE late Partnership of James Ranken & Co. having dissolved itself this day by the death of Roderick Mackay, Esq. the business will in future be carried on by the subscriber, to whom all persons who are indebted to the above firm, will please pay their accounts without delay; and those who may have claims against that concern, will please present them for adjustment.

JAMES RANKEN.  
Brace Town, 21st Sept. 1818. 24f

## To Let,

AND possession given immediately, the lower part of the House of the subscriber. For particulars, apply on the premises.

A. HUELANS EY, Jun.  
Kingston, Nov. 7, 1818. 24f

## Notice.

ALL persons are hereby cautioned against trespassing, in any manner, upon Lot No three in the first concession, and Lot No. three in the second concession, of the Township of Camden, Midland District.

JOHN CLARK.  
Kingston, 10th Oct. 1818. 20W12

## NOTICE.

THE partnership existing between the subscribers, under the firm of DeWitt and Wilson was this day dissolved by mutual consent. All demands against said firm will be settled by Benjamin DeWitt, to whom payment will be made of all debts due said firm.

Signed,  
J. F. W. WINLOW.  
Perth 9th September, 1818. 17

## BLANK BAIL BONDS.

For sale at this Office.

## For Sale,

AND possession given as may be agreed upon an excellent FARM, pleasantly situated, in the Township of Loughborough, containing rising of 300 acres of rich soil, about 100 acres of which are under improvement, with a frame house and barn thereon, an excellent spring of water within a few rods of the house, and a thriving nursery of six or eight hundred apple trees, some of which begin to bear.

ALSO,  
One Hundred acres of LAND, with a SAW and CRIST MILL thereon, newly rebuilt, in the said Township of Loughborough, with considerable improvement about the same, on which nearly 30 tons of hay was cut the present season.—The above lands will be sold separate or together, as may suit purchasers, and at a very reduced price; the one half of the purchase money to be paid down, the remainder in yearly payments.—For further particulars, apply to the subscriber, on the premises, or at the Printing Office, Kingston.

MICHAEL SLOOT.  
Loughborough, Nov. 25, 1818. 37

## NOTICE.

THE subscribers respectfully inform their friends and the Public, that they have now received and just opened in Market Street, just below Patrick's Inn, a very Extensive assortment of Dry Goods, Groceries, and Stationery, likewise a great quantity of Classical Books, the whole of which will be sold very low for cash and approved Credit.

MCDONALD & AYKROYD  
Dec. 1, 1818. 27

## To Let,

AND possession given the first of May next, a number of rooms in the line Barracks. Enquire of

H. EARL.  
March 13, 42

## TO LET,

THE Commodious dwelling House and premises, the property of W. Ross Esq. lately in the possession of Mr. Woolf, for terms application to be made to

Wm. MITCHELL.  
Kingston, Oct. 13th, 1818. 20

## To be Let,

AND possession given immediately, the dwelling house, garden &c. lately occupied by Edward J. Henderson, in the town of Kingston. For the terms apply at the Office of Daniel Washburn Esq.

Kingston, Oct. 30th, 1818. 23f

## JUST received as for sale at this Office, price 1/4d. the

MONTRÉAL

## ALMANACK,

For the Year of our Lord

1819.

For Sale at this Office,

## A READY RECKONER,

Shewing the value of Grains of various

Gold Coins,

ALSO,

## FERGUSON'S

Improved Table of the value of Grain of Gold Coin, &c. or under weight.

FOR SALE at this Office.—Standard Rules for the Game of WHIST—by BOB SMYTH. 46

## Articles of Association of the BANK of UPPER-CANADA.

TO ALL TO WHOM THESE PRESENTS SHALL COME.

BE it known unto all men manifest, that the subscribers have formed an Association of limited Copartnership, and do hereby agree with each other, to conduct BANKING BUSINESS in the manner hereinafter specified and described, by and under the name or style of the

## BANK OF UPPER-CANADA.

And do hereby mutually covenant, declare and agree, that the following are and shall be the Constitutional Articles of this our Association and Agreement with each other, by which we and all persons who at any time hereafter may transact business with the said Company shall be bound and regulated,

First. The Capital Stock of the said Company shall not exceed One Hundred and Twenty Five Thousand Pounds—current money of this Province, divided into five thousand shares of twenty five Pounds each; and for the purpose of raising the said Capital Stock, a book of subscription shall be opened in this Town on Thursday the 16th instant, at Moore's C. H. from the hours of ten to two o'clock, under the superintendance of John Cumming, Benjamin Whitney, John M. Balfour, John Ferguson, Robert Richardson, James Nickalls, and Samuel Shaw, or any two of them; and to continue open under their superintendance until there shall have been an election of Directors as hereinafter provided, which Book shall be headed with the present Articles of Copartnership or Agreement, and shall continue open until the Bank goes into operation, the then remaining number of shares not subscribed for shall be at the disposal of the Directors for the benefit of the Stockholders. Every person or persons, co-partnership, body politic or corporate, who may or shall become members of this association, may subscribe for such and so many shares, as he, she, or they shall think fit, not however exceeding in the first instance one hundred shares, and it is hereby agreed that the shares respectively sub-

scribed, shall be payable in Gold or Silver coin, or Montreal Bank Bills, current in this Province, in the manner following, that is to say; eight per centum to the Directors, thirty days notice of such payment having been given in the Kingston Gazette, another payment not exceeding ten per centum, whenever they shall require it, at such time and place as they shall appoint for that purpose, giving thirty days previous notice as aforesaid; and the remainder shall be payable in such instalments as a majority of the Directors shall agree upon; but no after instalments shall exceed ten per centum upon the capital stock, for the payment of which thirty days notice shall always be given.

Second. It is further mutually agreed upon that whenever the number of two thousand shares shall be subscribed for, the Committee, shall notify the time and place of holding a meeting of the Subscribers, which shall be at the distance of not less than ten days from the time such notification is proceeding to the election of the number of Directors, as herein after mentioned, and such election shall then and there be made by a majority of them voted for in manner hereinafter prescribed, in respect to the annual election of Directors, and the Persons who shall then and there be chosen, shall be the first Directors, and shall be capable of serving until the expiration of the day fixed for making the annual election, and the Director so chosen shall as soon thereafter as circumstances can conveniently allow of commence the business and operation of the said Bank, but no Bank bills or Bank notes shall be issued or put in circulation, nor any bill or note be discounted at the Bank until two thousand five hundred Shares shall have been subscribed for and by Montreal Bank notes, shall be actually paid in and received on account of the subscription to the said capital Stock.

Third. For the good management of the affairs of the said Association of Company, there shall be thirteen Directors, who shall be annually elected by the proprietors or holders of the said capital stock, at a general meeting thereof to be annually holden; at which annual meeting the said proprietors and stockholders shall vote according to the vote hereinafter established, in respect to voting at general meetings; and the Directors so chosen by a majority in conformity to such rule, shall be capable of serving as Directors, for twelve months (unless any of them shall be removed or mal-administration before the expiration of that period by a general meeting of stockholders, or unless suspended as hereinafter provided) and at their first meeting after such election, shall choose out of their number, a President and Vice-President, and their places respectively, from time to time, fill up when vacant by death, resignation, absence from the Province, or removal as aforesaid. In case of death, resignation, absence from the Province for three months at a time, or the removal of a Director by the stockholders, his place in case of such removal shall be filled up by the said stockholders, and in the other cases by the remaining Directors, or a majority of them, to serve however, only until the succeeding general meeting as aforesaid.

Fourth. The Directors for the time being shall have power to appoint such officers, clerks, and servants under them as shall be necessary for executing the business of the said Company, and to allow them such compensation for their services respectively as shall be reasonable and proper; all which, together with the expenses of building, house-rent, and all other contingencies, shall be defrayed, out of the funds of the said Company. The said Directors shall likewise be capable of exercising such other powers and authorities for the well regulating and ordering of the affairs of the said Company, as shall be prescribed by the Bye-laws and Regulations thereof.

Fifth. It is further covenanted and agreed upon by and between the parties to this agreement, that if the said Capital Stock of One Hundred and Twenty five thousand pounds is not subscribed in one month after the said Book of subscription shall have been

opened, then, and in such case it may be competent for any former subscriber or subscribers, to increase his, her, or their subscriptions to two hundred and fifty shares; and if the aforesaid Capital Stock is not subscribed within two months after the said Book of subscription shall have been opened, then, and in such case, the deficiency may be subscribed for by any person or persons, body politic or corporate.

Sixth. It is hereby expressly and explicitly declared, to be the object and intention of the persons who associate themselves under the style or firm of the Bank of Upper Canada, that the joint stock or property of the said Company, (exclusive of dividends to be made in the manner hereinafter mentioned) shall also be responsible for the debts and engagements of the said Company. And that no person, who shall or may deal with this Company, or to whom they shall or may become in any wise indebted, shall on any pretence whatever have recourse against the separate property of any present or future member of this company, or against their persons, farther than may be necessary to secure the faithful application of the funds thereof, to the purposes to which by these presents they are liable. But all persons accepting any bond, bill note or other contract of this company, signed by the President, or Vice-President, and countersigned or attested by the Cashier of the company, for the time being, or dealing with it in any other manner whatsoever, thereby respectively give credit to the said joint stock or property of the said Company, and thereby respectively disavow having recourse, on any pretence whatever, to the person or separate property of any present or future member of this Company, except as above mentioned. And all suits to be brought against this Company (if any shall be) shall be brought against the President for the time being; and in case of his death or removal from office, pending the said proceedings, measures shall be taken for substituting his successor in office as a defendant; so that persons having demands upon the company, may not be prejudiced or delayed by that event, or if the person suing, shall go on against the person first named as defendant, (notwithstanding his death or removal from office) this company shall take no advantage of such proceeding on that account; and all recoveries had in manner aforesaid, shall be conclusive upon the company, so far as to render the Company's said joint stock or property liable thereby, and no further; and the Company shall immediately pay the amount of such recovery out of their joint stock, but not otherwise. And in case of any suit at Law, the President for the time being shall have full power in his own name, and on behalf of the Company, to prosecute to judgment and execution in the manner and form as by the laws of this Province it is provided; it being expressly understood and declared that all persons dealing with the said Company agree to these terms, and are to be bound thereby.

Seventh. These articles of agreement shall be published in the Kingston Gazette for three months, and for the information of all persons who may transact business with or in any manner give credit to this company, every Bond, Bill, Note, or other instrument or contract, by the effect or terms of which the Company may be charged or held liable, for the payment of money, shall specially declare, in such form as the Board of Directors shall prescribe, that payment shall be made out of the joint funds of this Company, according to the present articles of association, and not otherwise; and a copy of the sixth article of this association shall be inserted in the bank book of every person depositing money or other valuable property with the Company for safe custody, or a printed copy shall be delivered to every such person before any such deposit shall be received from him. And it is hereby expressly declared, that no engagement can be legally made in the name of the said Company unless it contain a limitation or restriction, to the effect above recited. And the Company hereby expressly disavow all responsibility for any debtors engagement, which may be made in their names not