

# KINGSTON GAZETTE.

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



## Kingston Branch of the Montreal Bank.

Any sum required may be obtained at the Office for gold Bills, on Montreal, Quebec, Bill 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.

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.

Executive Council Office. YORK, 22d July 1818.

NOTICE is hereby given to CHRISOPHER THOMSON, Clerk Receiver, by order of His Honour the Administrator in Council, to make good any pretension to the West half of Lot number seventeen in the seventh concession on the Neuen River, in the Township of Frederickburgh, within six months from this date, or the same will be thrown open to other applicants.

JOHN SMALL, G. E. S. Kingston, 31st Dec.

## BANK OF CANADA.

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

Kingston Oct 13th 1818.

Commissioner of Crown Lands. Kingston, 11th Dec. 1818.

NOTICE is hereby given that sealed proposals will be received at this Office, on or before the 20th January next, to be opened at Eleven o'clock in the forenoon of the same day, for Surveying the remaining unsurveyed parts of the Townships of Alfred and Plantagenet in the District of Ottawa, the former containing 50,000, and the latter about 30,000 acres; also here Township in the Mifflin Tract, in the Home District, and District of Gore, containing each about 66,000 acres.

The whole to be Surveyed and laid out into Lots of 100 acres each, upon the new principle of allotment (see note), and paid for in Land by a percentage on each 100 acres surveyed.

Two sufficient Sureties will be required that the Survey be completed conformable to the Instructions which will be delivered from this Office, and that any inaccuracies in the Survey be made good at the expense of the Contractor.

No proposal will be received for the Survey of less than one of the above Townships.

NOTE.—Between every Concession Road (distances from each other 66 C. 67 L.) a line is to be Surveyed in the centre of the said Road from which, at right angles at the distance of 50 links, the lots are to be bounded right and left, of the width of 30 chains, thereby giving them a double front on each concession line.

THOS. RIDOUT, Surveyor General. 30th Dec.

## NOTICE.

THE Subscribers being about to leave Kingston, request all those who are indebted to the concern, to make immediate payment, and all those who have any Claims against said concern to present their Accounts immediately for adjustment.

WILLIAMS & Co. N. B. The Business will still be continued, and as good an Assortment kept on hand as usual.

ALSO, a good supply of Salt and Upper Leather.

## 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 present them for adjustment.

(Signed) ALLAN TAYLOR, THOMAS PARKER. Belleville, 3d Nov. 1818.

N. B. The business will in future be carried on by THOMAS PARKER.

## NOTICE.

THE late Partnership of James Rankin & 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 RANKIN, Ernest Town, 21d Sept. 1818.

## Notice.

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

JOHN CLARK, Kingston, 10th Oct 1818.

## For Sale.

AND possession given as may be seen in a prospectus, to the Township of Loughborough, with considerable improvement about the same, on which nearly 30 tons of hay was cut the recent season.—The above lands will be sold separately 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 SIDOOT, Loughborough Nov. 25, 1818.

## 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.

## TAKE NOTICE.

THE Subscribers wish to inform the Public that they have provided themselves with Proper Stage Sleighs, for the purpose of forming a line of Mail Stages between Kingston and York, and will commence running as soon as the Sleighing will be sufficiently good; and will leave Kingston and York Mondays and Thursdays, at 12 o'clock, and will arrive at each destined place on Wednesday and Saturday Evenings.

Stage Fare Will be 4d per mile for each passenger; 14lb baggage will be allowed for each Passenger. A Book will be left at Moore's Coffee House, in Kingston, for entering Names, when the Stage commences must be paid for one half the distance from Kingston to York.

JACOB PURDY, WILLIAM McMILLIN.

## TO LET.

THE Commodious dwelling House and premises, the property of W. Wolfe Esq. lately in the possession of Mr. Woolf, for terms application to be made to Wm. MITCHELL, Kingston Oct 13th 1818.

## To be Let,

AND to be given immediately, the dwelling house garden &c. lately used by Edward J. Gordon, in the town of Kingston. For the terms apply at the Office of Daniel Washburn Esq. Kingston Oct 30th 1818.

JUST received, and for sale at this Office, price 1d the MONREAL ALMANACK, For the Year of our Lord 1819.

## ADVERTISEMENT.

THE subscriber returns his sincere thanks to his friends and the public for the great success which has attended his endeavours, and hopes, by his steady attention, to merit the continuance of it. Work of all kinds in the

JACOB N. YOR, Nov. 23

N. B. Country Produce taken in payment,

## TO LET.

AND immediate possession given, a convenient STORE, in the Village of Kingston. For further particulars, enquire of the subscriber. E. PERRY, Hamilton 13th October, 1818.

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

TO ALL TO WHOM THESE PRESENTS SHALL COME.

It is known and made manifest, that with subscribers have formed an Association or United Copartnership, and 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 Governmental 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 Whitely, John M. Balfour, John Fergusson, 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 held 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. 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 two 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 for 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 Person so chosen shall be the first Director, and shall be capable of serving until the expiration of the day fixed for making the annual election, and the Directors 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 received in Gold or Silver coin or Montreal Bank notes, shall be actually paid in and received an account of the subscription to the said capital Stock.

Third. For the good management of the affairs of the said Association or 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 held: at which annual meeting the said proprietors and stockholders shall vote according to the rule 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 place respectively from time to time, fill up when vacant by death, resignation, absence from the Province, or removal as above-aid. 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 above-aid.

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 By-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 solemnly declared, to be the intent 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 alone 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 persons 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 brought against the President or the Cashier) shall be brought against the said joint stock or property of the said Company, taken at the expense of the company 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 make no advantage of such proceeding, or 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 so 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 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 debts or engagements which may be made in their name, not

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 debts or engagements which may be made in their name, not

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