

Executive Council Office,
 York, 25th August, 1819.

THE Order in Council of the 18th instant, respecting Locations subject to Settling Duties being revised, it is ordered by His Excellency the Lieutenant Governor in Council, that all Locations of Land subject to Settlement Duty made prior to this date, be rescinded, and the Land otherwise disposed of, if Certificate of the Settlement Duty being performed be not lodged with the Surveyor General within the time limited in the Ticket of Location, and the Patent sued out within Three Months thereafter: and that all Locations subject to Settlement Duty hereafter to be made will be rescinded, and the Land otherwise disposed of, if Certificate of Settlement Duty being performed be not lodged with the Surveyor General within Eighteen Months of the date of the Order for such Location, and the Patent sued out within Three Months thereafter.

JOHN SMALL, C. E. C.

36m6

NOTICE

Is hereby given, that William Taylor, heir at law and administrator of the late Allan Taylor, hath assigned all the real and personal estate of the late Allan Taylor deceased, unto John Kirby, Alexander O. Petrie and Thomas Parker, in trust for the benefit of creditors. All persons having any claims against the late Allan Taylor, Taylor & Parker, or Thomas Parker, are requested to present the same for adjustment and payment, and those persons indebted to either the late Allan Taylor, Taylor and Parker, or Thomas Parker, are requested to make immediate payment to the above trustees; who are fully authorized to give discharges for the same.

John Kirby,
 A. O. Perrie,
 Thomas Parker.

Kingston, August 28, 1819. 36f

NOTICE

An assignment having been made to the subscriber of all the Lands, Goods, and debts, belonging to the late firm of James Ranken & Co. of Ernest Town, Merchants, as well as those belonging to James Ranken individually, for the benefit of creditors. Notice is hereby given to all persons having claims against the said firm, or against the said James Ranken, to present them forthwith, duly authenticated; and such as stand indebted are desired to pay their respective accounts to CHAS. A. HAGERMAN, Esq. of Kingston, on or before the first day of December next.

JOHN KIRBY.
 Kingston, 1st September, 1819. 36

TO LET,

AND possession given the 1st August next, that HOUSE and STORE, in Store Street, opposite the Post Office, lately occupied by Mr. Edward Jones.—For particulars apply to the subscriber.

NEIL McLEOD.
 Kingston, 15th July, 1819. 29

NOTICE

ALL persons are cautioned against purchasing Lot No. 22, in the 7th concession of Frederickburgh, or lot No. 27, in the 1st concession of Richmond, from the Heirs or Assignees of Davis Hefs, as the Subscriber holds an indisputable title to the same.

GILBERT HARRIS.
 Sidney, 4th Dec. 1818. 3

NOTICE

THE Subscribers respectfully inform their friends and the Public, that they have now received and just opened in Market Street, just below Mrs. Patrick's Inn, a very Extensive assortment of

DRY GOODS, GROCERIES and STATIONARY.

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 Arrears.

THE subscribers will receive proposals from any person or persons willing to engage to clear sixty acres of new land on their premises in Amelia's-burgh, Bay of Quinte, ready for seed by the first day of August next. The Ashes on said land will be required to be collected and carefully secured. Teams and Provisions will be furnished if required. For particulars apply to

OWEN McDOUGAL,
 Kingston, or to
 McDOUGAL & McLELLAN,
 Bellville.

6

Bank Call.

THE Stockholders of the BANK OF UPPER CANADA are hereby required to pay into the Bank, in Specie or Bills of the Montreal Bank, an Instalment of six per cent, or Six Dollars on each Share, on or before the first day of December next.

S. BARTLET,
 Cashier.
 Kingston, Oct. 14, 1819. 42

To the Farmers.

THE subscriber being supplied with as much BARLEY as his Stores will conveniently hold, begs that the Farmers will withhold bringing any more for Six Weeks, when he will be prepared to receive it again at the same price.

THOMAS DALTON.
 Kingston Brewery,
 September 30th, 1819. 40

Mrs MARY BARNET,

RESP^{ECTFULLY} informs the public, that she has fitted up her House in Store Street, opposite the Store of John Dowling, in a convenient manner for the reception of genteel Boarders, where every attention will be paid to their comfort and accommodation. She will have good warm SOUPS and Coffee ready made, at the shortest notice, at all hours, for travellers, and gentlemen of the town, who may please to favor her with a call.

MARY BARNET.
 Kingston, 14th October, 1819. 42

For Sale.

THAT valuable Farm, known by Lot No 8 in the first Concession of Frederickburgh, on the bay of Quinte, upon highly advantageous terms to the purchaser. There is a large two story House upon it that may be converted into a comfortable residence, at a trifling expense.—There are also various outbuildings attached to it, with a well of excellent water.—An indisputable title will be given, and the terms made known at Mr. D. Hagerman's office in Bath, or on application to the proprietor,

JOSEPH BERGON.
 Frederickburgh, 8th Oct. 1819. 42

DAY & MARTIN

To the Merchants and Traders of Upper Canada.

THE Subscriber has received per the Louisiana, from London, a fresh supply of the

REAL JAPAN,

In Casks of about six dozen; Which will be sold, immediately, at fifteen shillings per dozen, for the largest sizes.

BENJAMIN HART.
 Agent to Day & Martin.
 Montreal, St. Paul St.
 28th September, 1819. 41

F. B. SPILSBURY,

SURGEON, R. N.
 Late Surgeon of H. M. S. Prince Regent, on Lake Ontario.

Intends practicing in the various branches of his Profession, at his residence, next door to John McLean, Esq. Sheriff.

Kingston, Oct. 6th, 1819. 41

For Sale at this Office,

A FEW copies of a SERMON, preached at Quebec, on the 12th of September, after the death of His Grace the DUKE OF RICHMOND, by the Reverend G. J. Mountain, A. B. Bishop's Official in Lower Canada, and Rector of Quebec.

GEORGE SCOUGAL,
 Late Master Smith in the Engine Department,

BEGS leave to inform his friends and the public in general, that he has commenced business next door below Mr. George Douglass's, Store Street; where every article in his line may be had on the most reasonable terms, and on the shortest notice. The following rates of charges are submitted.

Horse Shoeing, all round 6/8
 — — — — — removes, 2/6

and all other work in proportion.
 Kingston, April 5th, 1819. 15

NEW MEDICINAL STORE

THE subscriber respectfully informs the inhabitants of Kingston and vicinity, that he has opened a

MEDICINAL LABORATORY

in Front-Street, opposite to Mr. Kirby's; where they may be supplied with every article in his line. W. WILLIAMS.

N. B. Physicians' prescriptions and orders from Merchants in the country, will be received and carefully attended to.

Kingston, Oct. 4, 1819. 41

NO ICE.

THE Board for MILITIA PEN-SIONS, will meet on the last Monday in February, and continue so to do the same day in each Month, until the business of this District, as regards the same is finished.

JOHN F. RIGUSON.
 Kingston, Feb. 1st, 1819. 6

NOTICE.

THE subscriber has now, and will continue to have, at his Brewery, a supply of

Rich flavored Ale.

The present price is one shilling per gallon, for immediate payment. The admirers of extra strong bodied Ale are respectfully informed that as soon as possible he will provide a stock that will satisfy the most fastidious critic.

He thinks it will not be amiss to remind the Farmers (who are the main of the people) that if they wish their grain to command Cash, they must absolutely make malt Liquor their common beverage, and thus support the Canadian Brewers instead of the West Indian Distillers. It is of serious consequence, both to themselves and to the whole country, that they should immediately adopt for praiseworthy a resolution.

Orders sent to the Brewery, or left with Mr. John Russell, at Smith Bartlet, Esq's will meet with due attention.

THOMAS DALTON.
 Kingston Brewery, Oct. 26, 1819.
 N. B. Grains at all times for sale, 7½d per bushel 44

NOTICE.

Montreal Fire Insurance Company's Office }
 30th July, 1819 }

THE Company having extended its business and protection against losses or damages by Fire, to Upper Canada, now inform the public, that the following persons are authorized Agents of the Company in that Province:

At Kingston, Wm. MITCHELL, Esq.
 .. York, Wm. ALLAN, Esq.
 .. Queenston, Mess. GRANT & KIRBY.
 .. Anherstburgh, Wm. DUFF, Esq.

The Directors of this infant Institution flatter themselves, from the reductions lately made on their Tariff, that their rates of premiums will be found as reasonable as at any other Office, and they respectfully solicit the patronage of all who wish well to Local Establishments.

By order of the Board
 J. B. FARLEY, Sec'y.
 37m3

ALEXANDER ASHER,
Merchant Taylor.

HAS received from Montreal a most choice and excellent assortment of the best West of England superfine *Wolfs and Cassimers's*, with Trimmings, and every thing complete.

A. ASHER informs his friends and the public that he is now working up these cloths, &c. at his old stand, where orders will be thankfully received, and executed on the shortest notice, and on the lowest terms for Cash or first approved credit.
 Kingston, Sept. 10, 1819. 37½

Removal.

THE subscriber begs leave to inform his friends and the public generally, that he has removed from his former stand to the large stone store lately occupied by Messrs. W. McCuniff & Co. a few doors from the Market Place in King Street, where he has just received a well selected and extensive assortment of

HARDWARE & CUTLERY,

consisting of several tons of
English and Sweden Iron,
Steel, Nails, Window Glass,
Putty, Paints, Oil, Spikes,
Tin Plate, Sheet Iron, Traces
and Log Chains,
Hollow Ware of every description,
Frying Pans, Spades & Shovels,
Ancils, Vices, Grindstones,
&c. &c

With a large assortment of shelf goods,—consisting of most articles asked for in his line, which he will sell low for cash, produce, or short approved credit.

J. WATKINS.
 Kingston, August 16th, 1819. 35½

NOTICE

Is hereby given, that I, William Taylor, as heir at law and administrator to the estate of the late Allan Taylor, deceased, have this day assigned all the real and personal estate of the late Allan Taylor, and all the interest in the concern of Taylor & Parker, and Thomas Parker, unto John Kirby, Alexander Oliphant Petrie and Thomas Parker, as trustees, for the benefit of the creditors.

William Taylor,
 Administrator of the estate of the late Allan Taylor
 Kingston, August 28, 1819. 36½

A good Bargain!

FOR Sale, the House and Premises, in the Town of Kingston, at present occupied by the subscriber. For particulars apply to

SAMUEL ANSLEY, Jun.
 Kingston, May 5th 1819. 19

From the London Observer, August 1.

HOME CIRCUIT—ESSEX SUMMER ASSIZES.
Important Spring Gun Case.

LOT v. JOHN WILKES, Esq. High Sheriff of the County.

This was a special action on the case against the defendant, for unlawfully placing in certain grounds, called Christ-hall Wood, or Chrishall Park, in this county, spring guns, loaded with powder and shot, without due notice, whereby the plaintiff, in consequence of treading on one of the wires thereof, was maimed by the explosion of one of the said guns. The declaration contained several counts, some of which averred that there was a footway through the wood in question, and that the defendant had not caused sufficient notice to be given of his having so placed the guns. To all the counts the defendant pleaded the general issue, not guilty, on which issue was joined.

The general importance of this case, which has excited universal interest throughout the country, and cannot fail to procure a good deal of sensation in the public mind, induces us to enter into a more full detail of it than has appeared in the daily papers. The following gentlemen were sworn of the special jury:

John Hall, Esq.
 Zachariah Button, Esq.
 Walter Urquhart, Esq.
 John Crabbe, Esq.
 Josiah Saville, Esq.
 Bartlet Goodridge Esq.
 Robert Westley Hall, Esq.
 Samuel Bosanquet, Esq.
 John Hanson, Esq.
 John Button, Esq.
 William Fortescue, Esq. and
 Joseph Lockwood, Esq.

The plaintiff's case was conducted by Mr. Adolphus, Mr. Dowling, and Mr. Chirby; and the defendant's by Mr. Marjory, Mr. Gurney, and Mr. Walford.

Mr. Adolphus stated the plaintiff's case with his usual ability. He said it was not uncommon for an advocate, in opening the case, of his client, to represent it to be of more importance than it really was. But this case he felt justified in stating to be one of the most important that could possibly come before a jury, in the administration of civil justice, for its decision. When he ascribed this importance to the present case, he did not do so with relation so much to the particular injury which the plaintiff had sustained, as the effect the verdict of the jury must have upon the general question of law involved in their decision. As to the defendant—a man blessed with fortune, and surrounded with all the blandishments of affluence—the amount of damages to be given against him could be of no importance; for whether the whole amount laid in the declaration, or a lesser sum were given, the effect upon his circumstances would be almost imperceptible. To the plaintiff, indeed, a man born in a humbler sphere, and to whom the lot of laborious industry was assigned, for his very existence, the amount of damages he might receive was a matter of serious consideration. But the humble circumstances of the plaintiff would not have induced him thus to introduce the cause, if there was not a question of infinitely greater importance, affecting the whole community, involved in this discussion of the case; namely, whether, in a christian country, any man, however high his rank might be, could assume to himself the right of dealing out death to his fellow creatures, who, from accident or design, might in law be considered as trespassers.

Mr. Baron Garrow here interposed.—“Forgive me for interrupting you, Mr. Adolphus; I think it necessary thus early to intimate the opinion I shall deliver to the jury upon the general question of law, because I think it will tend to save time and narrow our present inquiry, which I think ought simply to be confined to the facts of the case. The general question of law involved in this case, has occupied the attention of Westminster-hall, with, perhaps, much more anxiety than any other ever discussed. The last decision upon this subject was in the Court of Common Pleas, when the matter was considered with the greatest deliberation by some of the most eminent judges that ever presided in that court.

The late Lord Chief Justice Gibbs, and the present Chief Justice Dallas, were divided in opinion against Mr. Justice Park and Mr. Justice Burrough, the latter judges being of opinion in point of law against the right to set spring guns or other deadly engines, in any public or private grounds. My opinion in this case must be delivered one way or the other, and I am inclined to decide with the learned Judges last mentioned. The question is undoubtedly of such importance, that it is fit it should be decided in the most solemn and deliberate manner, and whatever course the parties may think proper to adopt for the purpose of having it so raised and decided, I shall give every facility to it. I will tell you the opinion I shall deliver to the jury. I shall tell them that it is unlawful and not to be permitted, for any person to set steel traps or spring guns in his grounds, especially where a right of footpath is claimed, as in this case. I know that in delivering this opinion, I decide against

very great authorities, but I think it necessary so to do, in order that the general question may be fairly raised. I certainly have considered the subject with great attention, and feeling that I must rule one way or the other, I deliver that opinion which is the result of the best attention I could give the subject. Having thus early interposed, it will probably tend to save time in this place, and if it meets the views of the parties, the better course seems to me to be for us to confine our attention at present to the facts of the case, calling upon the Jury simply to decide what is a fit compensation which the plaintiff is to receive for the alleged injury of which he complains.

Mr. Adolphus replied he should most readily fall in with the suggestion of the learned Judge, and confine himself to the facts of the case, and to such observations as they necessarily suggested. The plaintiff was the son of a respectable farmer, residing at Elmdon, in this county. At an early hour in the afternoon of the 12th of September, 1818, being broad day, he went with one of his companions to gather nuts in the defendant's wood. Before he entered the wood, his companion expressed his apprehensions that there were spring guns set therein; but the plaintiff, distrusting the intimation, fearlessly entered in pursuit of his innocent amusement. He was, however, most fatally mistaken. After he was in the wood a few minutes, and whilst in the act of reaching after a bunch of nuts, he trod upon a concealed wire, and received the contents of a spring gun in his left leg. He staggered against a tree, and must have fallen upon other wires, and probably would not have survived to bring the present action, but for the assistance of his companion, by whom he was conveyed home to his father's house, where he languished for a great length of time. After undergoing various operations, about one hundred and fifty shots were extracted from his leg, and a great many others were left behind, leaving him, however, in the condition of an incurable cripple. These circumstances necessarily raised the question, whether it was competent for the lordly proprietor of land to deal out death and destruction to those who by accident were trespassers on his soil. To justify the defendant's conduct the whole of this proposition must be clearly made out. He must show that the law of the land was insufficient for the protection of what he called his property, namely, his game. It was not necessary for the purpose of this cause to enter into any consideration of the nature and tendency of what were called the Game Laws; but he trusted he might be allowed to make this observation, that where the Legislature had provided the pains of fine, imprisonment, vagrancy, and even of transportation, for the invaders of this species of property, it had afforded sufficient protection for it, without having recourse to these arts of assassination and murder. Perhaps it would be said in this case, that the plaintiff had had some notice or intimation of the danger to which he exposed himself by entering the wood. If the question were to depend upon that fact, whether proved or not, the case would not be worth discussion for a moment; but the subject of notice was quite beside the real merits of the question; for even supposing notice to have been given, the argument would come at last to this:—that a gamekeeper, armed with a loaded blunderbuss, might stand upon the boundary of his master's land, and notify to the king's subjects, that if they dared to enter the prescribed bounds, he would blow their brains out. Would this proposition be endured for a moment? And yet the same observation applied with greater force to the case of a mute engine of destruction, which could give no notice of danger until the unhappy victim fell a sacrifice to the lurking mischief. If personal notice from a gamekeeper would not justify him in murdering a trespasser, with all less reason could it be said that a general notice stuck up on the outside of a fence, would justify the death of the party by means of concealed weapons of destruction. But laying aside the particular discussion of the law of the case, the simple question upon the facts, was, what damages the jury would give to a man, who, from the bounding activity of youth, was now reduced to the premature decrepitude of age, by the unlawful act of the defendant,—to a man who had endured months of pain and sickness in the lap of poverty, without any of those alleviations which fortune and affluence extended to suffering humanity, to a man reduced to bankruptcy in the only good he inherited from his family—health and activity. The plaintiff was young, but he was not strong;—blighted in the prime of youth, he was reduced to the withering decay of premature old age, and had nothing but the parish to look to for support. If these considerations were not sufficient to induce the jury to give him a liberal compensation in damages, there were not wanting other motives to incite them to the expression of a just sense of their opinion of that spirit of assassination which was now but too generally diffusing itself throughout the country, under the mask and colour of legal forms.

After a variety of other ingenious and