DAY MORNING, NOV. 7, 1859.

LETTERS AND TELEGRAMS.

J. S. V. at R. B., Ottawa; H. C. C., Quebec; E. & D. Georgetown; T. C. S., Hamilton.

County Court Judgments.

THOMAS DARLING, Plaintiff,
vs.
ARCHIBALD SINCLAIR, WM. G. HINDS, JOHN SHAW, } Defendants.

Assumpsit on the Common Counts. Plea Sinclair and Shaw, never indebted and payment. Plea by Hinds, never indebted.

The cause was tried at the September sittings of the Court, when a verdict passed for the plaintiff for 210 dollars and 1 cent damages against the defendants, Sinclair and Shaw, and the name of the defendant, Hinds, struck out of the record by consent, with leave to the plaintiff to move in term to have the verdict against Hinds entered and his name restored into the record, if the Court should be of opinion that the case has been made in law against him.

In October term Burke obtained a rule Nisi, upon the defendant, William G. Hinds, to show cause why the verdict should not be entered against him as well as against the other defendants, and why his name should not be restored as a defendant in the cause, pursuant to leave.

G. L. Mowatt showed cause.

Burke for the rule.

Mackenzie Judge. A compared copy of the original certificate of ownership of the steamboat 'Monarch,' registered in the Custom House books at the port of Montreal, was produced at the trial on behalf of the plaintiff as evidence of ownership of the Monarch against the defendants. Peter Macdonald, a witness on the part of the plaintiff, proved that he compared the copy produced with the original certificate of ownership, registered in the Custom House books at Montreal, and that the copy so produced is a true copy of the original. I think that copy was admissible evidence, the original being a public record. By the certificate of ownership it appears that the defendant, Archibald Sinclair, is one of the subscribing owners of the Monarch as a holder of 16 shares, and that the defendants, William G. Hinds and John Shaw, are non-subscribing owners, Hinds as a holder of 17 shares, and Shaw as a holder of 24 shares. The certificate of ownership bears date the 5th day of September, 1856. The present action was brought to recover the value of a quantity of cordwood furnished to the steamboat Monarch, between the 10th September and the 15th November, 1856, by the plaintiff. The only question the Court has to decide upon the present rule is whether the defendant, Hinds, is liable to the plaintiff for the cordwood he furnished for the use of the Monarch. The only evidence adduced by the plaintiff to fix this liability of Hinds is the copy of the original certificate of ownership by which he appears to have been one of the non-subscribing registered owners of the Monarch on the 5th September, 1856. The case Lynch vs. Shaw et al, 17 U. C. R. 211, was instituted against the present defendants and others to recover the value of firewood furnished to the same steamboat 'Monarch' in the autumn of 1856. The case was similar to the present one, and the effect of a certificate of ownership considered by the Court. Robinson, C. J. in giving judgment said, 'The difficulty is that the production of the register of ownership of a vessel is not evidence on which a stranger can found his right of action for supplies against a party as owner. The cases of Fraser vs. Hopkins, 2 Taunt. 5, Flower vs. Young, 3 Camp. 240 and Smith vs. Fuge, 3 Camp. 456 seem to establish this although it had been formerly held to be good prima facie evidence, liable to be disproved. The registry is now held to be negative evidence only, in regard to ownership; that is, no person can establish his position as owner without showing himself to be a registered owner, but it is held to be in itself no affirmative evidence for the purpose of proving a party liable as owner.' And McLean J. makes use of the following decisive language in his judgment. 'The mere certificate of the Collector of Customs of the names of persons who appear to be the registered owners, if receivable in evidence, might expose parties to actions who perhaps never were owners, or who, if they were owners, might long since have parted with their shares. The registration of a vessel may be made by the declaration of one or more owners of the names of the several proprietors, and the number and shares held by them respectively; and though it may be presumed that such declaration will generally be correct, yet if a liability for repairs or necessaries furnished to a vessel would arise against a party included in such declaration merely from his name appearing in it as one of the owners, great injustice might take place, and persons might thus be rendered chargeable by the act of another in matters with which they had no connexion whatever.' And in the case of Smith vs. Fuge, 3 Camp. 456, Lord Ellenborough C. J. stated, 'The defendant cannot be charged through the medium of the register without direct proof that he took the oath, and adopted the character of owner; for anything that appears in evidence, he has no connexion with the vessel whatever; and nostranger may have taken the oath in his name.' I would also refer to the cases of Meyers vs. Willis, 17 U. C. R. 77, and in the case of Hackwood vs. Lyall, 17 U. C. R. 124, where it was held that the register was no evidence of ownership so as to fix the party whose name appears thereon for contracts entered into on behalf of the ship by the master or co-owner for repairs. And as there is no evidence to fix the liability of the defendant Hinds in the present action but the fact that his name stands registered as a non-subscribing owner of the 'Monarch,' without any proof whatever that he took the oath, or made the declaration, or adopted in any manner the character of owner of the vessel, I am of opinion that the rule should be discharged. On this view of the case it is unnecessary to consider whether the Imperial Statute 17 & 18 Vict. cap. 104, sec. 177 is in force here.

Rule discharged.

THE BRITISH SHILLING.

At a special meeting of the Kingston Board of Trade, held in the City Council Chamber on Friday evening last, a discussion arose relative to the value of the British shilling. The President of the Board, Mr. E. Berry, occupied the chair. The British coin is current in this city at twenty-five cents, while in Toronto, London, Hamilton, and various other places west of this, it is only taken at twenty-four cents. The following is the debate relative to the matter:—

The President stated that as early as the [illegible] the Board of Trade had written to the Governor in Council, and to the officers of Customs of the Province, to have those coins by proclamation made a legal tender at the rate of twenty-five cents, the same as the Provincial Banks in Toronto last week, or took some other course, the people were now reluctant to part with the silver, and preferred it to bills, consequently the trade lost no inconvenience from those coins.

Mr. C. S. Ross stated that the principal banks at Montreal had agreed to take the British shillings and sixpences in any quantity and not reissue them. This would involve a loss to the banks of ½ percent, as they would have to pay the cost of transportation to Montreal and from thence to London. It was considered that by this means the evil would be done away with. He (Mr. Ross) had been speaking to a gentleman in Toronto with regard to the effect of taking the British shilling at 24 cents and he said that after the first few days he had felt no inconvenience from the change.

It was then moved by Mr. E. Chown, and seconded by Mr. Carruthers, and

Resolved—That the Banks having undertaken to receive British shillings at 24 cents, and not to re-issue them again, this Board recommends that the public should not receive them at more than the same rate of 24 cents.

The Board shortly afterwards adjourned.

TUESDAY MORNING, NOV. 8, 1859.

ARRIVAL OF THE NORTH AMERICAN

Father Point, Nov. 7th.

The North American passed here yesterday. She left Liverpool on the morning of the 26th.

Nothing transpired with regard to the Zurich Conferences and Peace Treaties since the departure of the America.

The summary of the treaty between France and Austria, as telegraphed from Zurich, was published exclusively in the English journals, but was subsequently reproduced in some of the Paris and Vienna journals without any guarantee for its authenticity.

GREAT BRITAIN.

The arrangements were completed with the Cunard Company for all their steamers running between Liverpool and Boston, to make Queenstown a port of call, out and home. The arrangement goes into effect with the Canada leaving Liverpool on the 6th of November.

The London Times, in publishing Commodore Tatnall's despatch relative to the operations of the mouth of the Peiho, editorially eulogizes it, and says if any defence were needed for the acts of the British Minister and Admiral in those distant regions, it would have been found in the despatch which it has had the pleasure of printing.

Sir Gen. Gray is understood to have been re-appointed Governor of the Cape of Good Hope

Nothing new regarding the Great Eastern.

The new Earl of Jersey, who succeeded to the earldom at the death of his father on the 3d of October, died on the 24th.

Sir J. Dean Paul and Strahan, the Ex-London Bankers, were released from prison after having undergone four years penal servitude.

The first battalion of the military train for China was under orders to depart overland.

The strike of the London Builders continued, and there were indications that it was beginning to tell seriously against the men who refused to resume work. The dividend was diminishing, and a resolution was adopted to appeal to the public for support. Recent returns show excessive mortality among the wives and families of the operatives in the building trade, and there was reason to fear that scores of innocent persons and young children were perishing from sheer want.

The weather in England had been unusually severe for the season. Heavy frosts prevailed, and a considerable quantity of snow had fallen.

Parliament was further prorogued to December 15th.

FRANCE.

The Paris Constitutionel, in an article signed by the principal editor, in reply to the assertions of the English press that the policy of the Emperor has left a state of political incertitude in Europe, states the aim proposed by the Emperor at the beginning of the war, and compares it with the advantages gained, and accuses the English journals of inconsistency.

The Paris correspondents of the London journals, generally indulge in gloomy forebodings. The writer for the Herald states plainly that the impression has gained ground that a rupture between France and England was imminent. Several provincial journals published simultaneous violent articles against England, which are known to have been supplied by Government officials. England is warned that an hour of trial approaches which may put an end to her greatness forever.

The Paris correspondent of the London Post asserts that negociations are still going on between the Governments of England and France, in order to complete the arrangements for a joint expedition to China; while, on the other hand, the correspondent of the London Herald repeats the statement that Chinese preparations are suspended.

The Moniteur de l'Armee states that the Chinese commander of the forts of the Peiho on the 24th June had received brilliant rewards from the emperor of China, having been made Generalissimo of the Chinese armies, and a Mandarin of the highest class.

The Times Paris correspondent gives a report that the French force to China, originally fixed at 12,000, is reduced to 6,000, and will not be despatched before February.

SPAIN.

The difficulty between Spain and Morocco had reached its crisis, the Spanish Government having formally announced its intention to commence hostilities.

A Paris journal asserts that the declaration of war by Spain against Morocco has been strongly urged by France.

It was expected that the Spanish forces would make an attack, both by sea and land, and afterwards occupy Tetuan and Tangiers.

The French expeditionary corps was ready to take the field. Indemnity for depredations done is claimed, and security for French colonists obtained by rectifying the line of frontier. It is stated that the French soldiers who were made prisoners on the 31st August were all burned alive. Now, the French soldiers are burning to take revenge for this act.

The London Shipping Gazette of the 24th says:—'We have reason to believe that there will be no war between Spain and Morocco, the Moors having made the required concessions.' Accounts from various parts of Spain, however, continue to speak of great preparations for war with Morocco, and troops are collecting in every part for conveyance to Africa. A Paris despatch says that O'Donnel had actually set out for Africa.

A Paris letter in Le Nord asserts that Palmerston had declared to the French ambassador that England would not suffer Spain to occupy both sides of the Strait, and would compel it by force. The English [illegible] would make the [illegible]

The reports of disturbances at Palermo are confirmed. A conflict between the troops and the people began on the 5th and lasted till the 11th, at Bagheria, near Palermo. Quiet had been restored, but Palermo was in a state of siege.

Conferences were held between the Pope and French Ambassador, and it was stated that ordinances granting the administration of reform were ready and would soon be published.

LIVERPOOL MARKET, Oct. 26.—The weather up to yesterday morning has been broken; it is now fair with frost.

Flour: western canal 19s a 21s per 196 lbs; Philadelphia and Baltimore 23s a 24s. Wheat: yesterday there was a fair demand for wheat; white and mixed 10s a 10s 6d per 100 lbs; red 9s a 9s 6d. Corn was in moderate request for consumption; white 36s a 37s; yellow 30s a 31s; mixed 29s to 29s 6d per 480 lbs.

Ashes: no change.

Sugar: the market continues steady. Coffee: nothing to notice.

Consols 95¾ to 95½.

Arrival of the Vanderbilt.

New York, Nov. 7th.

The steamship Vanderbilt, from Havre via Southampton on the 27th ult., arrived at noon to day. Her news is anticipated by the arrival of the North American.

It was reported that Nana Sahib was dying of fever.

FREE WHARFAGE.

The Rideau Canal is about closing for the present year, and with it an experiment of one of Kingston's most enterprising wharfingers—Mr. Joseph Doyle, of the Atlantic Wharf. During the whole of 1858, no wharfage dues have been charged or collected at this wharf for goods taken in or landed, via the Rideau Canal. And Mr. Doyle assures us that he has found his account in doing so, for a much better and a much larger business has been done by him, via the Rideau Canal, this year, than during many preceding years. No less than four steamboats have been running to and from Ottawa during the greater part of this year, Prince Albert, Beaver, Ottawa, and Alert, all of which have done well while they were on the route. Hence this deduction—if the steamboat business on the Rideau Canal has been greatly increased through no wharfage dues, would not general business be also greatly augmented, if the practice were made general? This is a question that will come up for discussion by the Kingston Wharfingers prior to the resumption of business next Spring.

The Editor's Table. No. 136.

Winter is the season for study and reading, and the harvest of the booksellers. We have on 'Our Table' two new books, both of which are exciting great attention in the literary world.

OUT OF THE DEPTHS; The Story of a Woman's Life. W. A. Townsend & Co., New York; John Creighton, Kingston. 12mo., pp. 370. $1 25.

This new work, much and favorably criticised by the press, is a kind of 'Harlot's Progress' in prose. It professes to be the autobiography of a courtezan, but is evidently false to nature, much too saintly to have been written of a creature of that class. 'Tis said that the most certain way to go to Heaven is to commit some horrid murder and be hanged for it; since thither from the gallows the attendant clergyman is sure to dismiss his penitent felon. So one would judge from the narrative and denouement of this novel, that a woman's best path to grace is through the portals of a house of ill-fame. 'Out of the Depths' is a well-written but, at the same time a very disagreeable novel of the holy kind, and is evidently the work of some Puseyite parish priest, who knows nothing of real life, and who has gathered his knowledge from books. It does not tell much for his taste.

SWORD AND GOWN. By the author of 'Guy Livingstone.' Harper & Bros., New York; John Creighton, Kingston. 8vo., pp. 68. Cheap edition, 50 cents.

This is one of the most brilliant novel of the day, written by one of the cleverest men extant, whoever he may be. He is a scholar, a gentleman, and a fast man. His narrative for ease, wit and brilliancy is equal to the very best of 'Charles Lever's', nay it surpasses some of the latter gentleman's latest publications. Almost every line is epigrammatic—redolent with wit, sarcasm and satire, and all at the same time in exquisite good taste. He is fated to become a celebrity. There is however, this marked difference between the two authors; the reader feels interested in all Lever's creations, from 'Mickey Free' down to 'Davenport Dunn'—knows them and likes them; while in this new writer's book, amusing and clever as it is, if all the characters were hanged, no reader would care a pinch of snuff.

PETERSON'S LADIES' INTERNATIONAL MAGAZINE, for December. C. J. Peterson, Philadelphia. $2 a year.

We are in receipt of this popular Lady's Magazine for December. It is a splendid number. 'Peterson' has a circulation already of nearly 100,000, but will be greatly improved in 1860. It will contain about 1000 pages of double column reading matter; 14 steel plates; 12 colored steel fashion plates; 12 colored patterns in Berlin work, embroidery or crochet; and 800 wood engravings—proportionately more than any other periodical gives. Its stories and novelets are by the best writers. Its fashions are always the latest and prettiest. Its price is but Two DOLLARS a year, or a dollar less than Magazines of its class. Subscribe for it and save a dollar. To clubs it is cheaper still—viz: three copies for $5, or eight for $18. To every person getting up a club, the Publisher will send two splendid engravings of Niagara, of a size for framing. A specimen number sent gratis. Address the Publisher, 308 Chestnut street, Philadelphia.

MARIE LOUISE HANKINS' FAMILY PICTORIAL for November. 346 Broadway, New York. 50 cents.

It is a wonder how the publisher of this Lady's Magazine can make it pay. Only Half a Dollar a year for a dozen numbers, each very largely and handsomely illustrated. The one before us contains portraits of Joseph Bonaparte, Pauline Bonaparte, Caroline Bonaparte, Jerome Bonaparte; Albert C. Brown, of Mississippi; W. H. Seward, of New York, together with some twenty other illustrations. By the way, we have a dozen or two copies of this Lady's Magazine for 1859 by us, and offer a set as a bonus for every new cash subscription to either the Daily or Weekly British Whig we may receive prior to the 1st of January next.

THE CANADIAN NATURALIST AND GEOLOGIST for October. H. Dawson & Co., Montreal. [illegible] for some time. $1 a year.

We are happy to see that this, the [illegible] scientific Magazine in Canada, [illegible] own in public estimation. Its [illegible] far too scientific for us to dispose of [illegible] few lines we can devote to a notice [illegible] contents of this number will better [illegible] the character of the work:

I. On a New Species of Stickleback (Gasterosteus ajinicius). By J. W. Dawson, LL.D., &c.

7. British Association for the advancement of Science.

8. Reviews and Notices of Books.

9. Memoirs of the Life of James Wilson, Esq., F.R.S.

10. Limits on the Use and Abuse of Tobacco.

THE LADIES' AMERICAN MAGAZINE for October. Henry White, New York. $2.00

This magazine has lain on 'Our Table' unnoticed for more than a month, and just as we are expecting the Number for November, we call it to mind. The simple fact is, that the books and periodicals we receive are so multitudinous, that an omission of this nature very often happens. 'The Ladies' American Magazine,' now in its second volume is treading fast on the heels of the more noted publications of Godey and Peterson. It is well printed and well got up; the illustrations are numerous and beautiful, and all the things which women expect to find in a periodical of this kind are to be found in this. From the little we have seen of this Magazine, we augur very favorably of its merit and its success.

PETERSON'S PHILADELPHIA COUNTERFEIT DETECTOR AND BANK NOTE TABLE for November. T. B. Peterson & Bros., Philadelphia. $2.00 and $1.00 a year. Semi-Monthly and Monthly.

'It is a startling fact that there never has at any time been so many counterfeits and altered bank notes in circulation, as at present, many of which are so well executed as to defy the closest inspection. Within a fortnight Peterson's Detector notices the appearance of fifty-one new counterfeits. Under the circumstances it is imperative for every business man to have at hand a reliable detector, and such a one is 'Petersons.' The best thing is to subscribe to the semi-monthly issue of Petersons' Detector, and thus get a copy of it every two weeks. A new feature has also been introduced into Peterson's Detector. There is a page of information on finance, locality and generality, written expressly for this work by one of the least visionary, best informed, and most able, experienced, and practical monetary writers in this country. It will be continued in each number of the Detector, and includes information on trade, commerce, money, specie, stocks, bonds, banks, and railroads. The general contents of the work are admirable. The price of it semi-monthly is only two dollars a year, or monthly, one dollar a year. We would advise all persons to remit the price of a year's subscription to T. B. Peterson & Brothers, Philadelphia, at once for it.'

*** We are quite willing to publish the above as requested, at the same time, we have great reason to complain of the gross inaccuracy in the Canada Bank Note Table. For instance, the Notes of two banks that have failed are marked at 1 per cent. discount; while the Zimmerman Bank (closing) which pays every demand upon it, is marked 10 per cent. discount. No difference is made between the four great Banks of Canada, (Commercial Bank, Montreal Bank, British American, and Upper Canada Bank,) and the small banks kept afloat by management. Messrs. Peterson, if they cannot say the correct thing about the Canada Banks, should omit the table entirely.

THE LOWER CANADIAN JOURNAL OF EDUCATION for October. Sentigal, Daniel & Co., Montreal.

This is a small Monthly of the 4to size, devoted to the same purpose as its far more known namesake in Toronto. To give the reader an idea of this publication, we shall favor him with a summary of the contents of the No. before us:—

SUMMARY.—Canadian History.—The Brock monument by H. G. M.,—Speech of Sir Allan McNab at the inauguration—description of the monument. Education.—School days of Eminent Men in Great Britain by J. F. Timbs, (continued from our last); Suggestive hints towards improved secular instruction by the Rev. Richard Dawes, A. M.; 6th. Arithmetic (continued); 7th. Mensuration; Summary of hints to teachers, by John Bruce, Esq., Inspector of Schools. Official Notices.—Notice to Secretaries of Boards of Examiners; Diplomas granted by the Boards of Examiners; Situations as teachers wanted. Editorial.—Report on the state of Public Instruction in Lower Canada for the year 1858; Notices of Books; Monteith's French without a master; French Genders; Provancher, Traite de Botanique. Monthly Summary.—Miscellaneous Intelligence; Scientific Intelligence.

NEW MUSIC.

GERTRUDE, a Mazurka for the Piano. By R. S. Ambrose, dedicated to Miss S. M. Gildersleeve, both of Kingston. Oliver Ditson & Co., Boston; A. W. Murdoch, Kingston, 25 cents.

This is a very pretty Mazurka, and like all Mr. Ambrose's compositions, very melodious. It is somewhat difficult for a learner, but once the difficulty overcome, the pleasure the greater. For sundry reasons this Mazurka is likely to be popular in Canada, consequently we recommend an early purchase to secure a copy.

A BARREL OF CAMERON'S ALE.

We have on 'Our Table' a glass of ale, drawn from a barrel of Cameron's Ale, such a glass a ale as would tempt Father Matthew to break his vow of abstinence were he alive to break it. Kingston is famous for its Malt Liquors—there is not one single Kingston Brewer that does not brew better Ale and Beer than any other Brewer in any other city or town in Canada, among these Brewers, Mr. Lewis Cameron stands proudly pre-eminent. We say it, without fear of contradiction, that there is no Ale on the continent equal to what he makes and sells—at least, we have never tasted any. It is bright as amber, clear as the finest sherry, and strong as brandy, and what is better, he makes it of nothing but the best of malt and hops.

RECORDER'S COURT.—This Court was opened yesterday morning before Mr. Recorder Macdonell, but there was but little business to be transacted. There were some few cases of appeal disposed of during the day, the only one deserving of mention being a conviction under Col. Prince's Act by the Police Magistrate. The offender was Edward White, who was convicted of being in possession of a skull-cracker, and fined £10. The case went to the jury, but after a length of time, they failed to agree. The grand jury found no bill against Moody M. Peabody for obtaining goods under false pretences.

THE INTERNATIONAL BANK.—The following [illegible] in Upper Canada [illegible] Bank of Canada [illegible] for some [illegible] under the [illegible] others [illegible]

[illegible] more building) which make weekly trips between Montreal, Quebec and Liverpool, stopping at Queenstown, Ireland. Almost as regularly as Monday has come round during the past summer we have printed news from Europe, brought by these steamers and obtained by telegraph from Father-Point, which they pass on their way up to Quebec. The completion of the Grand Trunk Railroad to Detroit will operate to greatly increase the business of these steamers, and as a branch of that road extends to Portland, the owners have concluded to make weekly trips to the latter city, although in former seasons monthly voyages have been made.

Boston will undoubtedly derive great benefit from the new arrangement. The proximity of Portland will enable us to obtain goods imported from England quicker and cheaper than if brought by way of New York, and as a channel for correspondence it will offer great advantages over the irregular and often slow steamers which leave New York on the same day. Last winter Mr. Capen used to forward a mail by these vessels, and as they will now sail four times as often, we have no doubt that he will continue to extend the same facilities to Boston merchants.

WEDNESDAY MORNING, NOV. 9, 1859.

LETTERS AND TELEGRAMS.

H. C. C., Quebec; A. S. & ., London, with rem.; G. T. R. R., Montreal; R. V., Ottawa; J. S. V., Ottawa; E. & D. S., Montreal.

County Court Judgments.

DENNIS LAKE, WILLIAM GEORGE DRAPER, EDWIN SHIBLEY, JAMES MORTON, HENRY ROBINSON, } Plaintiffs.
vs.
THOMAS CLARKE, Defendant.

Assumpsit on the Common Counts. Plea never indebted. The particulars attached to the Record are for

'Money received by the defendant for the use of the plaintiffs, being the proceeds of a promissory note made by one J. O'Reilly, dated the 12th day of October, A. D. 1857, and left by the plaintiffs with the defendant for collection.'

The cause was tried at the September sittings of the Court. The principal, and indeed the only witness produced by the plaintiffs to prove the main features of their case was Schuyler Shibley, who had been formerly President of the Kingston and Portland Road Company. Schuyler Shibley swore, among other things, that he took a note made by James O'Reilly for 184 dollars and 43 cents (£46 2 5), in the month of April, 1855, or thereabouts, with the defendant as Attorney to collect the amount thereof for and in the name of the plaintiffs. That the note at one time belonged to the Kingston and Portland Road Company, but that it ceased to be their property on the 11th December, 1857, when it was transferred to the Plaintiff Henry Robinson, to be collected by him for himself and the other plaintiffs who were directors of the Road Company. He swore positively that he told the defendant when he left the note with him it was left for the plaintiff, Henry Robinson, and the other plaintiffs to be collected for them for services performed by Robinson as Engineer of the company, and by the other plaintiffs as directors of the company; and further that the defendant acknowledged to him that he collected the money from James O'Reilly. Mr. O'Reilly, himself, was called and proved that he paid the money to the defendant. W. G. Draper, one of the plaintiffs, was called by the defendant as a witness to show that he knew nothing of the suit until the day before the trial, when he got a subpœna to attend to give evidence in the cause.

The jury found a verdict for the plaintiffs for 193 dollars and 5 cents damages.

In October term G. L. Mowatt obtained a rule Nisi upon the plaintiffs, to show cause why the verdict should not be set aside, and a new trial had between the parties, upon the ground that the verdict was contrary to law and evidence, and that the money as to which the verdict was given was the money of the Kingston and Portland Road Company, and not the money of the plaintiffs, and on ground of surprise, and of the discovery of new evidence, and that the action was brought without the consent or knowledge of some of the plaintiffs, and that the claim of the plaintiffs or some of them was illegal and fraudulent.

J. A. Henderson showed cause.

G. L. Mowatt for the Rule.

Mackenzie Judge. This action is one of Assumpsit, for money had and received by the defendant for the plaintiffs' use, to which he simply pleaded Nunquam indebitatus, which merely puts in issue the contract or promise, or the matters of fact from which the contract or promise may be implied by law. The present plea merely puts in issue the delivery of the promissory note against James O'Reilly to the defendant by the plaintiffs to be collected for them, and the collection of the money. Schuyler Shibley swears positively that he left the note with the defendant for the plaintiff, Henry Robinson, and the other plaintiffs to be collected for them, and that the defendant received it from him for them. This statement is true, or it is not. If true the verdict is right. The defendant cannot be allowed to say that he received the note in question from the plaintiffs as their property, and then turn round and say it belonged to the Kingston and Portland Road Company. The truth of Shibley's statement was a question exclusively for the jury. They believed him and gave their verdict accordingly. The Court has no right to say that they did wrong in so finding. The case of Hastall vs. Griffiths, 2 Crompton and Meeson 679, establishes the correctness of the principle upon which the plaintiffs have joined in bringing the present action. Although the interest of each plaintiff in the note left with the defendant for collection was separate, varied and distinct, still the implied promise of the defendant was with all the defendants jointly. The employment of the defendant from which the promise is employed was, according to Schuyler Shibley's evidence, a joint employment by the five plaintiffs, and so if employed by them at all it was a joint employment so far as the defendant was concerned. He was employed to collect a note in which five plaintiffs had an interest, a separate interest it is true, and when he collected the amount of the note he became liable jointly to the plaintiffs for the same. The defendant has not laid a proper foundation in his affidavits filed for the interposition of the Court on the grounds of surprise and the discovery of new evidence. On the general grounds the jury were told that if the note was left with the defendant as the property of the Kingston and Portland Road Company to be collected for them that their verdict should be for the defendant, but if it was left as Shibley stated for the plaintiffs to be collected for them that their verdict should be for the plaintiffs. They found for the plaintiffs, and the Court cannot say that the finding is contrary to law and evidence. The rule therefore should be discharged.

Rule discharged.

WRECK OF AN AMERICAN STEAMSHIP.—New Orleans, Nov. 7.—The steamship Robert Waterman, from New Orleans for Matagorda, ran ashore on the 5th instant, near Timbolier Island. The passengers and crew were saved.

Weekly British Whig

"Optifer per Orbem Decor."

THURSDAY MORNING, NOV. 10, 1859.

County Court Judgments.

ROBERT GIBSON, Plaintiff,
vs.
JAMES M. REID, and JOHN GRAHAM, } Defendants.

Action upon a promissory note, made by the defendant, James Reid, and endorsed by the defendant, John Graham.

The defendant, Reid, suffered judgment by default, and the defendant, Graham, pleaded, among other things, that after the note became due the holder thereof gave extension of time to the said James M. Reid, the maker thereof, for payment without the knowledge and consent of him, the defendant, John Graham.

The cause was tried at the September sittings of the Court, when a verdict was rendered for the plaintiff for 139 dollars and 39 cents.

In October term T. L. Snook, of counsel for John Graham, obtained a rule Nisi, calling upon the plaintiff to show cause why the verdict should not be set aside, and a new trial be granted, on the ground of misdirection, that the judge directed the jury that the word 'Holder' in the third plea did not apply to the plaintiff, but had reference to some other person, and that he should have directed the jury otherwise in reference to an alleged agreement between the plaintiff and the defendant, Reid, for extending the time for the payment of the note by him, the defendant, Reid, without the consent of the defendant, John Graham.

J. A. Henderson contra.

Mackenzie Judge. Every plaintiff who sues upon a promissory note is to be considered as the holder thereof at the time of the commencement of the suit. But a dozen of others may have been its holders before that period. Every holder of a promissory note does not become a plaintiff. Isaac Simpson was the holder of the note in question at one time, but did not become a plaintiff in a suit upon the note. The plea, no doubt, was [illegible]

BURNING OF THE STEAMER BRITANNIA.

The stern-wheel steamer Britannia, owned by Messrs. Holcomb, Cowan & Co., was destroyed by fire this morning, while lying at Mr. William Anglin's wharf.—Shortly after midnight the watchman on board the steamer George Moffatt (which was lying at the end of the wharf and in close proximity to the Britannia) observed the latter vessel to be on fire, and the steamboat's bell was violently rang as an alarm. The fire rapidly gained strength, and a general clamor was soon made by the city bells. Mr. Anglin's wharf is situated to the north of the Elevator wharf, and is separated from the Tete du Pont Barracks by the slip at the foot of Barrack street.—The wind at the time was blowing from the southeast or thereabouts, and the flames were carried in the direction of the Barracks. Being carried in this direction, the fire soon spread to the offices and wooden storehouse on the wharf, where it raged with much fierceness. The entire force of the fire brigade was soon on the spot, and great numbers of people were soon collected and lent assistance. In the excitement of the moment a panic seemed to have struck the owners and persons connected with the vessels and boats lying in the neighboring slips, and with them the only cry seemed to be, 'Sauve qui peut.' The George Moffatt was soon shifted out of danger, and the yachts Glance and Chameleon were rescued from this hazardous position near the burning vessel. The Glance, which lay alongside the Britannia, was not got out until the pitch, &c., on her sides and decks had melted and, was on the point of taking fire; the heat to which the yacht was subjected was most intense. The firemen obtained their supplies of water from the harbor, and endeavored with much energy to arrest the spread of the fire. The storehouse, however, being of wood, soon fell a prey to the flames; and the steamer quickly gave evidence that the fire was deeply seated in her hold. An attempt to scuttle the vessel at the time this state of things was observed proved fruitless, and the firemen were compelled to aim at saving the wharf and the surrounding property. The Barrack fire-engines were manned by a detachment of the Rifles, and played on the roof of the Barracks, on the Government wharf, and on other Government property. The storehouse and offices were completely destroyed, and some matched boards lying on the wharf, the property of Messrs. Holcomb, Cowan & Co., were consumed. The steamer burned to the water's edge, and then filled and sank. The wharf was also much damaged.

The Britannia was a freight steamer of the old-fashioned stern-wheel or 'pollywog' build. She was very old, and had been laid up during the summer, idle and unprofitable to her owners. We believe that during the season of navigation of 1858 he was also laid up at Hamilton. This spring Mr. Anglin rented his wharf at the foot of Barrack street to Messrs. Holcomb, Cowan & Co., who have carried on their business as forwarders on the premises. The loss falls heaviest on this firm; the steamer, the furniture of the offices, merchandise in the storehouse, &c., owned by them, being totally destroyed. It is asserted that there was no insurance on either steamer or storehouse. The damage is variously estimated; but from the fact that the steamer has long been unsaleable, as well as almost unserviceable, the loss to the firm cannot be of very large amount.

It is difficult to estimate the loss incurred by Mr. Anglin. The wharf is much damaged, and the loss of the office and storehouse buildings will fall upon him. His policy of insurance only covers a part of his loss.

There is every reason to believe that the fire was the work of an incendiary. No watchman was kept on board the Britannia, and there was nothing to prevent the designs of an incendiary from being carried out. We have good authority for this statement.

At about seven o'clock this morning, the fire broke out afresh amongst the debris of the storehouse and the timbers of the wharf, and was the cause of an alarm. This fire was put out, without much further injury to the wharf. At present the sunken and ruined steamer presents a melancholy appearance. The upper machinery of the engine stands above water; the hold of the vessel, however, is completely submerged, with the exception of the stem, and a few black and charred timbers, which add to the dismal character of the scene.

WRECK OF AN AMERICAN STEAMSHIP.—New Orleans, Nov. 7.—The steamship Robert Waterman, from New Orleans for Matagorda, ran ashore on the 5th instant, near Timbolier Island. The passengers and crew were saved.

EUROPEAN TROUBLES.

The America's mails and the North American's telegraph bring us a good deal of news about the old European troubles, and also reports of a new one of a very threatening character. The treaty of Zurich confirms the treaty of Villa Franca in every respect, but the circumstances are changed. The rights of the Dukes of Parma, Modena, and Tuscany are reserved now as they were last August, but these rights have been set aside by the action of the people, and neither of the high contracting parties have ventured upon the task of forcibly restoring them. On the contrary, Louis Napoleon has intimated through his official organs that he will neither lend arms to compel the re-instatement of the Dukes, nor will he permit others to do so. The proposal to call a European congress to settle this other matters, is also a new feature, and we would be inclined to look favorably at the prospects of Italy at this moment, were it not for the continual increase of the naval armament of France and the new troubles in Morocco. At first the quarrel of Spain with her Moorish neighbors appeared to be of the most insignificant proportions, and seemed to be justified on her part by the insolent conduct of the latter. The great armaments of Spain, however, too great to be designed merely to punish the Moors, are calculated to awaken alarm; if the Government of the Peninsula have really been encouraged by France in their movement, Lord Palmerston's objection to Spain occupying the other side of the Straits of Gibraltar is not unreasonable. As a maritime power not possessing any extended territory on the Mediterranean but carrying a great trade with that sea, Great Britain cannot look with indifference at the entrance, of which she has been so long the sole guardian, being commanded by another power. It is easy to see how Louis Napoleon, through this business, might blow up a war with England, and in the course of it settle the Italian question to his own satisfaction, and the disappointment of 'the peoples.' It would, perhaps, ruin Louis Napoleon to act thus. We see not what he could gain by it, but it is quite evident, notwithstanding that the people, not easily alarmed, are beginning to apprehend a great war between France and England. The additions to the French navy are perhaps the chief source of this inquietude. They are of immense extent, and go on unceasingly. What is the object, it is asked, of these enormous transports, great line-of-battle ships and steam rams, if not to prepare for war with a great naval power? And then come references to the Napoleonic ideas and to the undoubted enmity of the French people against England. The late movements of Napoleon, the force displayed in Italy, his going to war for 'an idea,' that is without any practical object which could appear to him important, have made all the other states fear him. France in his hands is a giant, upon whose blows no one can count a moment beforehand. The may fall where they are least expected. Such is evidently the feeling in England at this moment.—[Globe.

THE TREATY OF PEACE.

The following is a summary of the Treaty of Peace.

Zurich, Oct. 18.

The following is an analysis of the Treaty of Peace concluded between France and Austria as signed by the Plenipotentiaries, but which has not yet received the ratification of the two Governments.

The treaty commences with the usual preamble:—

'Desirous of putting an end to the calamities of war, and forming into a definite treaty the preliminaries made at Villafranca, the two Emperors have named their plenipotentiaries and communicated to them full power, and the said plenipotentiaries have agreed to the following:—

That peace is concluded, &c.

France returns to Austria the Austrian steamers seized during the war, but on which judgment has not been passed, &c.

Austria gives up Lombardy, with the exception of Mantua, Peschiera, and as far as the frontier line fixed by a special commission, the limit of which is already known.

The Emperor of the French declares that he transfers these portions of Lombardy to the King of Sardinia.

Then follow the articles concerning the jurisdiction, namely the opinion for the employes of Piedmont and Austria to remain on the service of the two Governments, and to have the option of transferring within a year their goods to Piedmont, a vice versa; they would, however, retain their right to any property left behind them when they move their domicile from Austria to Sardinia, or from Sardinia to Austria.

The pensions acquired by persons in Lombardy will be respected and paid by the new Government, which will be established, to those entitled to them, and in those cases, where it is so stipulated, to the widows and children of those pensioned.

Then follows the settlement of the debt, which is the subject of two articles, one of which is an additional agreement for the mode of payment. According to these articles, Piedmont is to pay to Austria 40,000,000fl. (Conventions Mantz,) and besides is rendered responsible for three-fifths of the debt of the Monte-Lombardo Venetian. Altogether the debt transferred to Sardinia amounts to 250,000,000.

Then follows Article 18, which runs thus:

Desiring that the tranquility of the Church and the power of the Holy Father should be ensured, and being convinced that this end could not be obtained in a more effective manner than by a system suited to the wants of the populations, and by reforms the necessity of which has been already recognized by the Sovereign Pontiff, the two contracting parties will unite their efforts, in order that a reform in the administration of the States of the Church should be carried out by His Holiness.

Article 19.—The territorial limits of the independent States of Italy, which did not take part in the last war, could be changed only with the assent of the other Powers of Europe which took part in forming and guaranteed the existence of these States.—The rights of the Grand Dukes of Tuscany, the Duke of Modena, and the Duke of Parma, are expressly reserved by the high contracting Powers.

Article 20.—The two Emperors will assist with all their power to the formation of a Confederation of all the States of Italy, the object of which will be the preservation of the independence and integrity of Italy, which will ensure the development of their moral and material interests, and will watch over the defences of the interior and exterior of Italy by means of a federal army.

Venetia, which will remain under the rule of the Emperor of Austria, will form a part of the Confederation, and will participate in the rights and in the obligations of the federal treaty, the clauses of which will be established by the representatives of all the States of Italy.

Article 21 stipulates that persons having taken part in the late events will not be attacked either in their person or their property, and can remain unmolested in the two countries.

Article 22.—The present treaty shall be signed and ratified, and the ratifications shall be exchanged at Zurich within [illegible] days.

Other articles stipulate [illegible] securities [illegible] the

ITEMS OF ENGLISH NEWS.

THE MORTARA CASE.—All