

LAW INTELLIGENCE.

COURT OF COMMON PLEAS, DUBLIN, MAY 30.

FITZGERALD v. THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND.

This was a special action of assumpsit brought by Plaintiff to recover compensation from the Governors of the Bank of Ireland, for having protested a Bill of Exchange one month before it became due.

Defendants pleaded the general issue.

Mr. Serjt. McMahon stated the case.—He said that this was an action brought by David Fitzgerald, Gent. one of the Attorneys, against the Governor and Company of the Bank of Ireland.—In the month of December last, Mr. Fitzgerald having had dealings with a grocer of the name of Jas. Franklin Moore, he (Mr. Fitzgerald) was about to leave town, and he desired Mr. Moore to draw on him for the sum of 18l. 9s. 8d. the amount of his bill.—The draft was drawn by Mr. Moore, and accepted by Mr. Fitzgerald—and, strange to tell, it was protested by the Bank of Ireland, thirty days before it became due. All the persons legally liable were regularly served with notice of the Protest, and Mr. Fitzgerald's character was severely injured by this circumstance.

Here the Learned Serjeant made several strong and pertinent observations on the misconduct and culpable negligence of the persons who in this instance managed the affairs of the Bank, and concluded by observing, that he entertained no doubt that the Jury would conscientiously discharge their duty, and give ample satisfaction to his client.

WITNESSES EXAMINED ON PART OF PLAINTIFF.

Edmund O'Leary, examined by Mr. Goold.—Witness said, he knew James Franklin Moore.—He then proved the handwriting of the acceptor, Mr. Fitzgerald, and also that of the maker of the Bill of Exchange, Mr. J. Moore.

Cross-examined by Mr. Quin.—Witness said, Mr. Fitzgerald was an attorney; he lived on Ormond-quay; the bill became due on the 20th January, 1810, and was claimed the 28th December, 1809: recollects a conversation between Plaintiff and Mr. Moore, respecting the bill; that conversation was after the bill was protested, and before it became due; he thought Mr. Fitzgerald told Mr. Moore that he must have made a mistake about the bill, but that, however, he (Mr. F.) would pay him in a few days; Mr. Moore told him a few days would make no difference. Mr. F. passed another bill to Mr. Moore, as payment of that which had been protested—he heard Mr. Fitzgerald complain of the injury he sustained by his bill having been irregularly protested.

Here Richard Williams, Notary Public to the Bank of Ireland, was called by the Crier in the usual way, to come and give evidence. Mr. Williams did not appear, and Plaintiff produced a witness, who proved that he had served Mr. Williams with a subpoena *ad testificandum*.

Plaintiff closed his case.

DEFENCE.—Mr. Quin said, that before he would offer to the Jury a statement of the transactions of the present case, he would submit a few words to the Court on the nature and form of the action.—He did not mean to call for a non-suit, but merely to put the case as between the Court and the Jury on its proper grounds. There are two questions for the consideration of the Court. First, whether after what has been proved, the Court should consider the Plaintiff entitled to a verdict, as it has appeared in point of fact, that it was only a mere error—and secondly, whether, if the Court thought the Plaintiff entitled to a verdict, it was a case calling for a Jury for more damages than what were merely nominal.

Lord Norbury thought the Plaintiff entitled to a verdict—he would speak of damages when he came to charge the Jury.

Mr. Quin resumed, and shortly stated the nature of the defence, which was, that the error was occasioned not by the persons managing the affairs of the Governors and Company of the Bank of Ireland, but by the clerk of the respectable mercantile house of Leland Crosthwaite. That the Bank had not received in the regular way of negotiation for discount, but as a lodgement, and that in such cases it was usual for the merchant making the lodgement to mark on the face of the bill the day on which it became due. This was done in the present case by the clerk of Leland Crosthwaite, and the number of the Bank applied for payment in the usual way, without perceiving the error.

Mr. Quin said, that one of his Learned Friends on the other side, had yesterday said, that he would undertake for his client to receive the amount of the damages from the Gentlemen of the jury, payable in their own notes: he (Mr. Q.) entreated the jury not to pay the Attorney, should they be disposed to find a verdict for him, in paper; Gentlemen, in that case give him a token of your opinion.

WITNESSES ON PART OF DEFENDANT.

Thomas Balfour, examined by Mr. Townsend.—Witness said, that he belonged to the office of the House of Leland Crosthwaite. When a Bill comes into a merchant's office, it is the usual course of business to write on the face of it, the day which it became due. The mark on the bill which occasioned the error, was made in their office, and the bill before it became due, was put as a lodgement into the Bank of Ireland.

John M'Kay proved the delivery of a letter from the Bank to Mr. Fitzgerald, offering the costs of the protest.

William Croves, one of the Clerks of the Bank, proved, that when the mistake of the Bill was discovered in the Bank, he was, on the receipt of Mr. Fitzgerald's letter, sent down to the Notary's office, for the purpose of having the discharge, and to have the entry taken off the Bill.

Question, by Mr. Goold.—Pray, Sir, by what chemical process does the Bank take off the discharge, and efface the entry?—Ans. The discharge is only a technical term of the Banks.

Case closed for Defendant.

Lord Norbury charged the Jury to find for the Plaintiff.—Verdict for Plaintiff £30.

COURT OF EXCHEQUER—LONDON, JUNE 15.

THE KING v. DE YONGE.

This case came on to be argued to-day, agreeably to appointment, before the Twelve Judges. Our readers need not be informed that the question regarded the right of the defendant, under the Acts of 25th of Edward III. and 5th and 6th of Edward VI. to give more than a £1 Bank note and 1s. for a guinea.

Mr. Marryatt argued the case at considerable length, in favour of the defendant, insisting principally on two points, while at the same time he gave up none of the others, so ably and eloquently contended for, on a late argument, by his learned brother (Mr. King). The two points mainly relied on by Mr. Marryatt, were, first, That the Acts of Edward III. and VI. contemplated only exchanges of gold for gold and silver, &c. but could never apply to Bank-paper, which had then no existence. Bank-paper, however, he proceeded to show, never had, in the eye of the law, or otherwise, any certain or defined value. In support of this position, he referred to the Act of the 9th and 10th of William III. passed only a few months after the Bank was incorporated, by which the Commissioners of the Treasury were empowered to authorize Bank-notes to be received in payment at the Exchequer, during the then Session of Parliament, and no longer, provided they should not be at a discount: thereby clearly inferring, that Bank notes might be deteriorated in value.—2dly, he proceeded to argue that the Proclamation of 1717, was contrary to law, being in violation of the Acts of the 6th and 7th of Edward VI. fixing the value of the guinea at 20s. and afterwards at 22s.

Mr. Baron Thompson said, that if the Learned Counsel was well founded in this argument, then a guinea was a good and legal tender for a debt of twenty-two shillings.

Lord Ellenborough said, the interpretation to be put on the Act itself was highly important, and well deserving of consideration, without winking the effect of the argument by another point hardly tenable.

The Attorney General spoke in answer to Mr. Marryatt, contending, that the crime lay in selling the current coin of the country, not for other current coin of a greater value, but for more in value than it was current for.

Lord Ellenborough remarked, that even in this way, the defendant might get through, by stating, that he did not buy the guineas at a higher rate of value than they were current for, but that he sold the Bank Notes at a deteriorated price.

The Attorney General contended, that even here the defendant must fail, he having declared that he bargained for the guineas at an advance of 1s. 6d. and the person who sold them having informed him that he had sold 900 guineas at an advance of 1s. 6d. on each. Here there was no cavil as to the value of the Bank Notes; the only cavil was as to the amount of the sum above the current value of the guineas.

Mr. Marryatt, in reply, contended, that it was a distinction without a difference, whether the guineas were sold, or the Bank Notes bought.

The Judges, after consultation, took further time to consider of the judgment to be pronounced by them.

COURT OF PRIZE APPEALS.

Vrouw Cornelia (Dykstra, Master). This was a Dutch ship laden with handys and other articles, which was captured in the summer of 1809, coming from France to this country.

A Mr. Corlass, a handys merchant of Yorkshire, avers that his house was in the habit of arranging speculations for the importation of handys, with others in that part of the country, and that he usually took as much as all the other houses together; that in the beginning of the year 1808, he agreed with 12 or 13 other houses to import a cargo from France; that the others gave certain specific orders (amounting to 246 puncheons in all), and that he, in addition thereto, ordered enough to fill up the remainder of a vessel; that he engaged a neutral vessel, called the Goede Verwachting, for that purpose, and directed a Mr. Hodgson, of London (through whom the orders for the handys were given), to procure a licence from the Council-Office for the importation.

It appeared that Hodgson, who was the mutual agent of Corlass, and of a French house at Cognac, procured a licence to this effect in August 1808; but various difficulties arising to prevent the shipment by the Goede Verwachting, or any neutral vessel, this licence expired; and in December 1808 he applied for another, to import those same brandies in a vessel under any flag. The Council, unwilling to grant this facility to hostile navigation without very forcible reasons, directed Mr. Hodgson to undergo an examination, to which he submitted, and produced various documents to show that the brandies, for which he solicited the licence, had been ordered in March, April, and May, 1808, and that they were then actually British property lying at Cognac, in France; that they amounted to 262 puncheons. Upon this representation, the licence was granted for the importation of a cargo from Cognac exclusively.

It further appeared, that a Dutch ship, the Johannes Van Leden, sailed from Cognac in June 1809, and arrived safe at Hull, laden with 289 puncheons of brandy, and having on board this licence, in original.

A few days, however, before the Johannes put to sea, the Vrouw Cornelia sailed from Bourdeaux, with three hundred puncheons of brandy, besides wine, cork, &c. and on board her was a copy of this same licence falsely indorsed, as from Cognac. On her voyage she was captured, and formed the subject of the present proceedings.

The captors strongly urged, that this double use of the licence was a fraud on the Council, who issued it to protect 262 puncheons only; that a licence to come from one port could not authorize sailing from another; that a protection for one vessel, and one cargo of hostile produce, could not cover two ships and two cargoes of a similar character; and lastly, that as it was specially granted for British property, it could only operate on what was specifically ordered by the British houses, and paid for before capture.

The Chimmants excused the sending the brandy in two ships from different ports, on the plea of necessity, in consequence of French encroachments, &c.; and Mr. Corlass swore, that the whole 289 puncheons, which constituted the two cargoes, were purchased under the original orders. These orders, however, were not produced, nor any other corroboration of a purchase to this extent, except an affidavit, in English, said to be made by the French shippers before the Mayor of Cognac.—This document the captors treated as a forgery, pointing out the want of those water-marks and stamps, which it must have had, if genuine; and they stated, as a known fact, that an individual in London had accumulated a large fortune by fabricating papers of this description.

They also undertook to show, that the Goede Verwachting could carry no more than 260 or 270 puncheons; and consequently, if Mr. Corlass only ordered 246 puncheons, and sent three vessel to receive it, he could not then mean to purchase 289 puncheons, nor could the French house justify compelling him to take any thing like that quantity, in virtue of an order given in such terms. It was evidently, therefore, a subsequent speculation (probably by the French house) with a view to a double use of the licence, in fraud of the conditions on which it was granted.

This case, as affording an insight into the curious manœuvres of the Licence Trade, seemed to excite very general attention. The sentence was affirmed.

HORRIBLE CRUELITIES.

Some papers have been printed, by order of the House of Commons, consisting of a correspondence relating to Punishments inflicted on certain Negro slaves in the island of Nevis, and to prosecutions. The blood runs cold at the recital of the shocking barbarities disclosed in these papers.—The following extract of a letter to Governor Elliot, dated 7th September, will give some idea of these horrible scenes.

"Your Excellency will doubtless be told that they who have exerted themselves in bringing to punishment the authors of such crimes, have been actuated by a spirit of party. Of that you will be well able to judge, when acquainted with all the circumstances. When I arrived, a twelve-month since in this country, Mr. Cottle, the President, made me an offer of a seat in the Council, which I declined on the ground of ill health, and want of sight; nor should I have thought of meddling in public affairs, but for the horrid outrages lately committed in this island, and the open violation of law and justice which has followed them. Mr. Huggins, the author of these evils, when I was here sixteen years ago, was then as distinguished for his civility as in the present day, and his conduct held in abhorrence by every good man in the community, and by no one more than by Mr. Cottle, since become his son-in-law, neither deficient himself in understanding or humanity. Mr. John Sturley, late Attorney-General for these islands, some years since assured my father, that he was examined before a Committee of the House of Commons, respecting a murder committed by Mr. Huggins, who has not scrupled to acknowledge to a friend, that he shot a negro. It was understood at the time, that the body had been thrown into a negro hut and burnt with it. An inquest was taken on the body of another negro, who died shortly after a most inhuman flogging; but the overseer, who is still in the island, refused to give any satisfactory evidence to the Grand Jury who examined him. Two wretched suicides, weary of life and the sufferings they endured, have been taken out of a system, without their chains about them. Not whips, spikes, have been used, and I believe, still are, as instruments of punishment by this man. Ignorant and brutal as he is, he has amassed an immense fortune, and still is grasping at the possession of more land and more negroes. His doctrine was, that it was cheaper to buy negroes than to breed them. He has publicly boasted of five attempts against his life by poison; and there are medical men who well know the facts. In the first six months after he took possession of the estate called Phinings, five negroes died without any epidemic disease. A wretched old woman came to me a few days ago, to tell me that she was compelled to work in a field. She was a favourite house-negro in her former master's family, and had nursed one of his children. Being ordered to throw a mat of gun-power and

salt-water on the wretched wretch, she was whipped in the market-place, she was scourged, she incurred the displeasure of her master, and her breasts have since been evidently discoloured. An English groom who had been witness to many of these shocking scenes, quitted the estate with her and returned to England, where his testimony will have some weight, as he bears a very good character. The negro Family, who died, had not been accustomed to hard work for many years before Mr. Huggins got possession of the estate; but he put him into the field, and she was one of those wretched creatures who died by the whipping, and died of an atrophy. Of the three who composed the Jury on the inquest, two were on the Jury which reported Mr. Huggins; and the Coroner was one of the Magistrates, who, with unconcern, beheld the flogging in the market place. This Inquest was never returned to the Secretary's office, as is usual, and was not to be found when called for by the Grand Jury, who, fortunately for the country, did not present either of the Mr. Huggins's, or we should have witnessed a trial more scandalous than the last. Of the five lawyers in Court, four were on one side, and the cause of the King would have been left to Mr. Peterson, a gentleman who, after studying the law for a few months in the Fort (which he is Captain-Gunner), was called to the bar here, and immediately obtained a silk gown from the then Commander-in-Chief, by means of which he succeeded Mr. Weekes as a matter of course. But he, the Chief Justice, and the Marshal, are men overwhelmed with debt. The latter is the deputy of a deputy who resides at St. Kitts, and owns his place from the Provost-Marshal General, who lives in England. As I am desirous that in the narrative which the Printer of the St. Christopher Gazette is about to publish, nothing should be inserted but what is perfectly accurate, it is my intention to furnish him with the particulars of the trial. He is a man the country is much indebted to, for having resisted the attempts made to silence his press. He has been most cruelly persecuted, but the sentence of his judges will excite less surprise when it is known that this child is an habitual drunkard, of intemperate on the Bench, and was brought down in a litter to his residence on a prisoner, at whose trial he had never been present. This Gentleman, to his other duties, adds those of Colonel of Forts and Fortifications, Master and Examiner in Exchequer, Judge Surrogate in the Court of Admiralty, Registrar of Deeds, Casual Receiver and Captain-Gunner of Fort Thomas.

"I am sorry thus to occupy your Excellency's time with the affairs of this little community; but having reason to believe that it is your sincere desire to exercise the high powers of your station for the benefit of those who look to you for justice and protection, I have laid before you these facts, which I regret that I am personally unknown to your Excellency, but should you be desirous of knowing more of them who has thus claimed your attention I must refer you to that knowledge to Mr. Charles Mills, should you see him, or to Mr. Burton, chief Judge of Antigua, to whom my family are well known.

"With great respect, I remain, &c. (Signed) J. W. TOBIN. To High Elliot, Esq. Captain-General and Governor-in-Chief, &c. &c."

CAMBRIDGE, JUNE 24.

The Vice-Chancellor has appointed two congregations on Friday the 28th inst. for the usual degree of Master of Arts, at the following Saturday and Monday will be appropriated to the ceremony of the Installation of the Chancellor, and the conferring honorary degrees.

The following arrangements are made for the Entertainments at our ensuing Installation Morning:—

THURSDAY, JUNE 27.—A sermon in the morning at Great St. Mary's Church, for the benefit of the Aldenbrook Hospital, by Dr. Pearson, Master of Sidney College.—In the evening a concert in the Senate House.

FRIDAY, JUNE 28.—An Oratorio in St. Mary's Church, &c. in the evening, and a concert in the Senate House in the evening.

SAUNDAY, JUNE 29.—The Installation of the new Chancellor. The Ode on the occasion performed in the senate house, after which a grand dinner in the cloisters of Trinity College, given by the chancellor, to which upwards of 700 persons are invited—concert in the evening.

SUNDAY, JUNE 30.—Two commencement Sermons by Drs. Blinworth and Butler, with two pieces of sacred music, composed, one for a B. M. the other for a D. M. Degree.

MONDAY, JULY 1.—The University public breakfast in Sidney-college garden. The Honorary Degree conferred by the chancellor in the Senate House, and the Prize Odes, &c. recited, after which the Society of Trinity-college, give a dinner in their hall, Concert in the evening.

TUESDAY, JULY 2.—Commencement Day, all Degree completed. A public breakfast in Trinity-college walks, given by the Under-Graduates of that society.

WEDNESDAY, JULY 3.—Mr. Sadler purposes to ascend in a balloon, from an inclosure behind Trinity-college.

Mr. Sadler, who intends ascending in a balloon at the ensuing Installation, is a native and freeman of the city of Oxford. He has made 15 aerial voyages, one of them of longer duration than has been achieved by any other aeronaut.

A military invalid, named Gordon, died lately at Koenigsberg, a few days after he had completed his 116th year.

WATERFORD: Printed and Published by the Proprietor, ARTHUR BIRNIE, Bookseller and Stationer, Quay.

SUPERIOR SPRUCE BEER.

JOHN CARROLL has for sale, at his WINE and PORTER STORES, Christ-Church-Lane, SPURGEON-GATE, which he will engage to be superior in Quality to any ever offered for sale in this Market; and to be constantly supplied with it during the Season. Waterford, July 4, 1811.

R. T. POWER & SON.

HAVE FOR SALE AT THEIR STORES, 100 TONS OF PORT, imported direct from Oporto, in Superior 1807. SHERIFF'S TWENTY-FIVE, & COGNAC WHISKY, and Jamaica RUM. VERY, Irish and English CIDER. SPURGEON BEER, Cork and Waterford PORTER; Young T. E. and FINE GIN. Power's Luncheon Drapers Ware-House is well supplied with every Article in this Line. Waterford, Grand Parade, June 22, 1811.

HAY FOR SALE.

A FEW TONS TO BE SOLD, AT THE AUSTRIAN, FOR READY MONEY. BY ARRAM. SYMES. Waterford, 15th June, 1811.

TO BE LET.

THE HOUSE in which THOMAS NEVINS resided in King-street, with or without a large YARD and COUCING HOUSE, on the Quay.—Application to be made at said House. May 12, 1811.

SUBSCRIPTION SALE.

A Sundry Ladies and Gentlemen have expressed a particular desire to see the effect of the FAINTED GERMAN LAMP at night. His Majesty's begs to inform them and the Public, that he will exhibit it on the DRAWINGS every Monday, Wednesday, and Friday Evenings, previous to the decision, which will take place on Saturday, July 6. N. B.—Subscriptions, 3d. per day will be received at Mr. Edmund's, Mr. Parrell's, Mr. Bull's, and at J. P. McSperry's Apartments, at Mr. M-Mahon's Parade. Waterford, June 28, 1811.

In the Matter of JOSEPH TO BE SOLD BY AUCTION, on Monday the 27th INSTANT, at 10 o'clock, by order of the Court-masters in this Matter, on the Petition, and Bankrupt's Interest in the HOUSE OF FERRIS, GARDEN, and DIMENSION OF COTTAGE, situate on the River Suir, near Carrick-on-Suir, in the County of Tipperary, as formerly advertised in this Paper.—This to be sold at some of the great variety of new and elegant Furniture, of all descriptions.—A Chamber Organ, some Paintings and Prints, a Horse and Girth, a Hunting Gun, Two Boots, and a Quantity of choice Port and Lard, many years in Cellar.

PEARSON, Auctioneer. June 20, 1811.

TO BE LET.

FOR ONE YEAR, OR A TERM OF YEARS, THE HOUSE in William Street, lately occupied by KEENE'S STORE, Eq. Apply to Mr. F. STELL, Broad-street. Waterford, June 22, 1811.

WARREN'S ORIGINAL JAPAN LIQUID BLACKING.

PRODUCES the most exquisite Black Lustre ever beheld, and perfectly preserves the metal from rust, and retains its Virtues in any Climate.—Sold wholesale by W. Warren, 11, St. Martin's Lane, London; and retail by A. Burns and J. Bull, Booksellers, Quay, Waterford; W. Banks, Ross, Taster and Lord, Waterford; Dick, Farrell, and Gordon, Chancel; M'Donell, Linnick, and Keene, College Green, Dublin; and every Town in the Kingdom, in Stone Bottles, 1s. 6d. 2s. and 3s. 9d. each.

CAUTION.—Observe, none can possibly be genuine, unless marked WARREN'S on the Label, and 11, St. Martin's Lane, stamped in the Bottle.

TO BE SOLD.

ON THE LANDS OF CAMDEN, NEAR BOSS, 100 ACRES, one Road, six Perches of OAK WOOD, of 100 Years Growth, in the within a Mile and a Half of Ross, and convenient to the River Suir.—Application to be made in Writing, (Post paid) to Joshua Nevins, Esq. St. Margaret's, Broad-street, or at Rockfield, Wexford. April 15, 1811.

WATERFORD MARKET PRICES—JUNE 25.

Table listing market prices for various goods including Butter, Flour, and other commodities with their respective prices per unit.

NEW BRIDGE OVER KILMACCOY-PILL.

PROPOSALS will be received by Cornelius Bolton, Esq. Mayor, for Building a Bridge over the Fall of Kilmacoy, on the Mail-coach Road leading from this City to Clonmel.—The Proposals to be delivered in or before the 15th of July next. Waterford, June 22, 1811.

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DREADFUL FIRE.

We regret to learn from the Jamaica Papers which have reached Town to the 28th of April, that the town of Montego Bay has again suffered dreadfully by fire. The following particulars are given in The Kingston Gazette of April 27th:—

"We lament to announce the sad event of another fire at Montego Bay; the particulars of which are not known to us correctly, but report states, that the fire broke out between the hours of eleven and twelve on Saturday night, near the workshop of Mr. Hill, chaise-maker, the flames of which soon reached the commodious buildings well known by the name of Griffin's Tavern; the whole of which, with Mr. Longland's house and stores, the extensive wharfs of Mr. Williams and the late Mr. Ismay, the stores and buildings of Henry Parry, Esq., Messrs. Hamer and Dewar, Guthrie and Anderson, John Fry, and Alexander Davidson, Esqs, with many other stores and valuable buildings, fell a sacrifice to that devouring element; in short, the most modern and most valuable part of the town is said to be buried down, and property to a large amount lost and destroyed. The new Court-house, and the part commonly known by the name of the Old Town, were with difficulty saved. We have not heard of any lives being lost."

The following, relating to the same melancholy subject, is an extract of a letter dated Montego Bay, April 23, four P. M.

"You have been pretty correctly informed as to the calamity that has befallen this town. Twenty-four of the principal houses have been burnt, and smaller ones, with Williams's and Ismay's wharfs. It commenced about half past eleven o'clock on Saturday night, in some negro houses in the back part of St. James's-street, and has consumed all the range of buildings from the house occupied by Mr. Gardner, opposite to the Court House, to the sea; and also the range of buildings belonging to Mr. Ismay, and the estate of Mr. Ismay—the whole square opposite, of which Mr. Parry's house formed one corner—Mr. Longland's—the Old Tavern, recently fitted up—Hill's, the chaise-maker—and the other buildings south of the north creek, were also destroyed. The coals and lumber on the wharfs were very considerable; they have been burning ever since, with little abatement of violence. The new Court-house was fortunately preserved, though several times on fire; and had the flames got the upper hand of that building, it is doubtful if a single house would have been left standing."

The Kingston Gazette, of the 27th, also contains the following account of a very extraordinary phenomenon:—

"A very extraordinary phenomenon took place in this City, Spanish Town, and the low lands of Liguanea, on Wednesday night last week, by the silencing to pieces of chairs, tables, glasses, and other articles of furniture, in many houses, and the paving in some cracked and torn. No shock of an earthquake was felt, but cracks like those of a pistol were heard; and it is remarkable that the effects took place in different places at different times, and that the cracks or snaps were heard for upwards of two hours, from eight to ten o'clock, at intervals of from 15 to 20 minutes. It is not easy to account for this very singular occurrence, but from the effects of the electric fluid, which, perhaps, has more readily escaped from the earth, without concussion, from its heated state and tremulous motion, and not at all made the subject of offence. It was not the intention of the meeting to interfere with any of the Local Administrations, and their idea of propagating Christianity was totally distinct from force."

After some observations from Sir E. Nepean, and others, the motion was put and carried.

Mr. PRENDERGAST wished to have an answer to a paragraph which he lately saw in a newspaper, and which, from the respectability of the meeting, seemed likely to produce evil among fifty millions of the most peaceable people in the world. He alluded to some proposals for forcing Christianity upon the Hindoos, and wished to have some assurance on the subject from either of the Gentlemen whom he saw on the opposite side of the House (Mr. Grant and Mr. Wilberforce).

Mr. GRANT said, that the fear was entirely unfounded. The whole matter was merely, that at a meeting for spreading the Scriptures through Africa and India, a Report had been read, one clause of which stated the request of a society already established abroad, that some contribution might be made to supply Readers of the Scriptures. The custom of reading the sacred writings of the Hindoos and the Mahometans before the people was extremely common, and not at all made the subject of offence. It was not the intention of the meeting to interfere with any of the Local Administrations, and their idea of propagating Christianity was totally distinct from force.

After some explanation, Mr. PRENDERGAST professed himself satisfied, and gave up his intention of submitting a motion.

Mr. PARNELL wished to know how, by the late arrangement, the duties of the Irish Chancellor of the Exchequer, and the Chief Secretary, would be kept from interfering with each other, as it appeared that they were to be both held by Mr. Pole in future. Was not this like giving the Executive a command over the Treasury?

The CHANCELLOR of the EXCHEQUER said, that the question was easily answered. What Mr. Pole might have to do as Chancellor of the Irish Exchequer, he would do in that character. Whatever he might have to do as Secretary, he would do as he had done it before.

Mr. HORNER moved the third reading of the English Insolvent Debtors Bill. On the Bill being read a third time.

Mr. HORNER said, that it was his intention to propose a clause for extending the benefit of the Act to certain debtors confined in the prisons of the Isle of Mann. By the laws of that Island, natives upon a *cessio bonorum* upon oath, were entitled to their discharge from confinement; but strangers contracting

