

MOTHERS! MOTHERS! MOTHERS!

Are you disturbed at night and broken of your rest by a sick child suffering and crying with the excruciating pain of cutting teeth? If so, go at once and get a bottle of MRS. WINSLOW'S SOOTHING SYRUP. It will relieve the poor little sufferer immediately—depend upon it; there is no mistake about it. There is not a mother on earth who has ever used it, who will not tell you at once that it will regulate the bowels, and give rest to the mother and relief and health to the child, operating like magic. It is perfectly safe to use in all cases, and pleasant to the taste, and is the prescription of one of the oldest and best female physicians and nurses in the United States. Sold everywhere. 25 cents a bottle.

MUCH SICKNESS.

Undoubtedly with children, attributed to other causes, is occasioned by Worms. Brown's Vermifuge Comfits, or Worm Lozenges, although effectual in destroying worms, can do no possible injury to the most delicate child. This valuable combination has been successfully used by physicians, and found to be absolutely sure in eradicating worms, so hurtful to children. Twenty-five cents a box.

Thirty Years' Experience of an Old Nurse.

MRS. WINSLOW'S SOOTHING SYRUP is the prescription of one of the best Female Physicians and Nurses in the United States, and has been used for thirty years with never failing safety and success by millions of mothers and children, from the feeble infant of one week old to the adult. It corrects acidity of the stomach, relieves wind colic, regulates the bowels, and gives rest, health and comfort to mother and child. We believe it the best and surest remedy in the world, in all cases of Dysentery and Diarrhea in children, whether it arises from teething or from any other cause. Full directions for using will accompany each bottle.

None genuine unless the fac-simile of Curtis & Perkins is on the outside wrapper. Sold by all Medicine Dealers. 25 cents a bottle.

DELICATE WOMEN, Pale-faced, Sickly Children, the Aged and Infirm, alike are benefited by the Strengthening and Blood Making Power of "Hanington's Quinine Wine and Iron." It stimulates the circulation, improves the Appetite, and removes all impurities from the Blood. It is the best medicine you can take to give you lasting Strength.

THE HORRIBLE, UNSIGHTLY, BLOTCHES and EMPYRES, and the SALLOW, COLORLESS COMPLEXION can be QUICKLY and EFFECTUALLY replaced, by a CLEAR HEALTHY skin. The remedy is CERTAIN and EASILY PROCURED, and is simply "Hanington's Quinine Wine and Iron," taken according to directions. Try one bottle and be convinced. Price 50 cents per bottle; 6 for \$2.50. For sale by all druggists.

Advertisement. A choice lot of domestic TINWARE, Kitchen Furnishing Goods, for sale very low at J. & J. O'Brien's Tinshop, corner Queen and Carleton Streets. Globes and Gasburners of the most approved styles to be disposed of at "Rock-Bottom" prices. Messrs. J. & J. O'Brien are prepared to do all manner of Gas-fitting and Piping for Gas, Water and Steam, at reasonable rates. Gas Fittings, Chandeliers, etc., at remarkably low prices at J. & J. O'Brien's, Dec. 27-28.

Local Matters.

Lumber. Mr. A. F. Randolph informs us that he has thus far cut about 12,000,000 ft. of lumber. He states that the present season has been the most favorable for hauling lumber and supplies for many years past.

Insurance. On account of the unbusiness-like haggling on the part of insurance agent Isches, the agreement on the legislative library was a long time being definitely settled. The amount agreed on is \$400.

Business Change. We learn that a change is about to take place in the firm of Davis & Dibble, on the corner of Queen and York Streets. Mr. G. Y. Dibble is to retire from the company, and Alton Staples takes an interest in the business. The new firm will be known by the title of Davis & Staples, and there is no doubt but that by the same good management and go-ahead spirit which characterized Davis & Dibble will continue to receive the patronage so liberally extended and so well merited in the past.

Export of Lumber. A gentleman whose opinions are seldom at fault informs us that for the past four months St. John has exported nearly 50 million feet of lumber; and that there is no record of such a large exportation in the same length of time in the history of St. John.

Lecture. The lecture at Gibson to-night by Rev. William Dolson of Sheffield, will doubtless attract a good many from the city who are acquainted with the forcible delivery of the rev. gentleman. Rev. Mr. Evans lectures at Nashwaak's Thursday evening. Subject: "Books, Brains and Blunders."

Land Slide. Yesterday morning the passenger train on the N. B. R., which leaves Carleton at 6 a.m., was delayed at Munsie Bluff by a landslide. Several tons of rock and earth had been deposited on the track and the train hauls worked like beavers for several hours to remove it.

Remembrance. When the Normal School building was being put up a few years ago Mr. Fraser, (the Provincial Secretary) and Dr. Hand, were standing together in the spacious assembly room on the third floor observing the men at work when the latter remarked little guessing, the prophetic potency of his words. "Doctor what a great place this would be to hold our assembly in!"

Mr. Chubbuck. With this week Mr. Chubbuck concludes his Evangelistic labors in this city. It is unnecessary at this time to call attention to Mr. C's mode of working, nor to expatiate upon the influence his peculiar style of delivery is calculated to have upon the standard of Ministerial work. Mr. Chubbuck did not announce himself as a divine and as he entered the union pulpits at the invitation of the respective pastors and congregations, whatever his unique, dramatic characteristics may be, we are inclined, inasmuch as he has undoubtedly avowed sincerity in the hearts of the depraved, to pass over his faults in silence. Collections are to be taken up for his benefit Thursday and Friday evenings in the Methodist Church, and Monday morning he leaves for Yarmouth, N.S. About 120 persons, through Mr. C's instrumentality, have applied for admission into the Methodist, Baptist and Free Baptist churches in the city.

"Star" will, I presume, be up in arms against the selection of a site in any provincial city or town other than Fredericton. [No we are inclined to think that if Pokiook were to put forth her just demands in this respect that we would let things take their way.—Loc. Ed.]

ADDRESS PRESENTED.—At a special meeting of the St. Aloysius Association held yesterday afternoon, an address was presented to Mr. John McCarthy, ex-President, on the occasion of his leaving St. John for Kansas city. The address which was written and composed referred to the active interest Mr. McC. had always manifested in the Society both as an officer and member and to the esteem in which he was held by each and every one in the Society. The document was well prepared by a committee, D. J. Doherty, J. McGowan and C. A. Power, (the latter's experience in literature being considered invaluable as an assistant in constructing an address.) Mr. Power read the address in a fine, round voice and had considerable difficulty in suppressing the emotion which the words produced. Mr. McC. was also entertained at an oyster supper. He leaves by the American boat this morning. Mr. P., who is very popular in Portland, we regret to learn, to leave this day week to try his fortunes in New York city.

Communications.

THE NORMAL SCHOOL.

MR. EDITOR.—Being personally interested in the welfare of the pupils attending the Normal School, I wish to ask for information in regard to the safety of the building. I am informed that one of our best mechanics, one of our best workmen, who was employed by the Government while the building was in course of erection, declares it to be unsafe to place any extra strain on the floors of the two upper flats. It is well known that not a great while ago, the centre of the building settled some four or more inches, and also that at the time of building one of the contractors said that the structure would be unsafe unless it was better supported.

Now if these are facts, the matter should be investigated and steps taken to make the building secure, for there are too many lives at stake to have them jeopardized by neglect or unwillingness to expend the small sum necessary to insure its safety, more especially if the assembly is to meet in the upper rooms, which will of course draw a great many more into the building than ever before. If there is the least doubt about its safety, why not let the City Hall or Court House, either of which could be fitted up for the purpose at a very trifling expense. Thanking you for your valuable space, I remain, yours respectfully,

CITIZEN.

[We think with "Citizen" that, as there is a widely prevalent feeling abroad that the building on account of insufficient support, is not safe, and as trustworthy mechanics who are intimately acquainted with the structure of the building, pronounce it insecure, that before throwing the building open to the Government or School authorities, or by both. We have made enquiry of a gentleman whose opinion is of the greatest value in such cases, and have been informed that the centre of the building does actually require additional support. He suggests that four or more small iron posts would meet the difficulty. As it is now the whole weight of the upper flats, is placed upon an iron rod not more than 1 1/2 inches thick.—Ed.]

SUPREME COURT.

The following judgments were delivered on Saturday. FERGUSON vs. DOMVILLE.—This was an action to recover the freight of a quantity of iron shipped by Ducasse, Cleave & Co. of London, in a vessel of the plaintiff, for St. John, and by the bill of lading to be delivered to Ducasse, Cleave & Co. or assignee. When the iron arrived in St. John the defendant claimed it as his property, but as he did not produce any indorse bill of lading from D. C. & Co., the plaintiff refused to deliver the iron to him, though he tendered the freight and produced a letter from D. C. & Co., stating that the iron was his property. After a good deal of negotiation which did not result in an agreement, the defendant took the iron without the plaintiff's consent, and under a writ of replevin, it was said. The plaintiff afterward rendered the defendant an account charging him with the freight, and claimed payment. He (defendant) said he had tendered the freight once, and referred the plaintiff to his (defendant's) attorney. The freight not having been paid, this action was brought. A verdict having been given for the plaintiff.—Held: On a motion for a new trial, per Weldon & Fisher, J., that there was evidence from which a contract by the defendant to pay the freight might be implied. Per Allen C. J., that as the plaintiff had refused to deliver the iron to the defendant and denied his right to it, and he had taken possession of it adversely to him, no contract by him to pay the freight could be implied. Judgment for plaintiff.

WATT vs. SOUTH-WEST BOOM COMPANY.—The defendants had leased their boom to the plaintiff, who agreed to secure and raft all the lumber coming into the boom. An unusually large quantity of lumber having come down the Miramichi river, into and above the boom, by means of which the navigation was interrupted, the defendants spoke to the plaintiff to employ an additional number of men in rafting and to take other measures to remove the obstruction to the navigation, which they alleged he agreed to do, but not carrying on the work to their satisfaction, they sent men to raft the lumber. The plaintiff then obtained an ex parte injunction to restrain the defendants from interfering with the lumber in the boom. This injunction was dissolved on the ground that the plaintiff in obtaining it had suppressed material facts, (viz., the agreement with the defendant to employ additional men to raft the lumber and clear the channel), which ought to have been stated in the bill. On appeal from the order dissolving the injunction.—Held: (Wetmore J. dissenting) That the facts omitted were not material to the plaintiff's right to the injunction or the defendant's affidavits denying any interference with the lumber in the boom, and stating that the lumber rafted by them was entirely outside of the boom. Appeal allowed with costs.

ALEXANDER vs. COWIE AND OTHERS.—Replevin for mill machinery agreed to be sold by the plaintiff to the defendants, Cowie and White, with the understanding that they were to take possession, and to give the plaintiff a bill of sale of it by way of mortgage, to secure the price, but that the title was not to

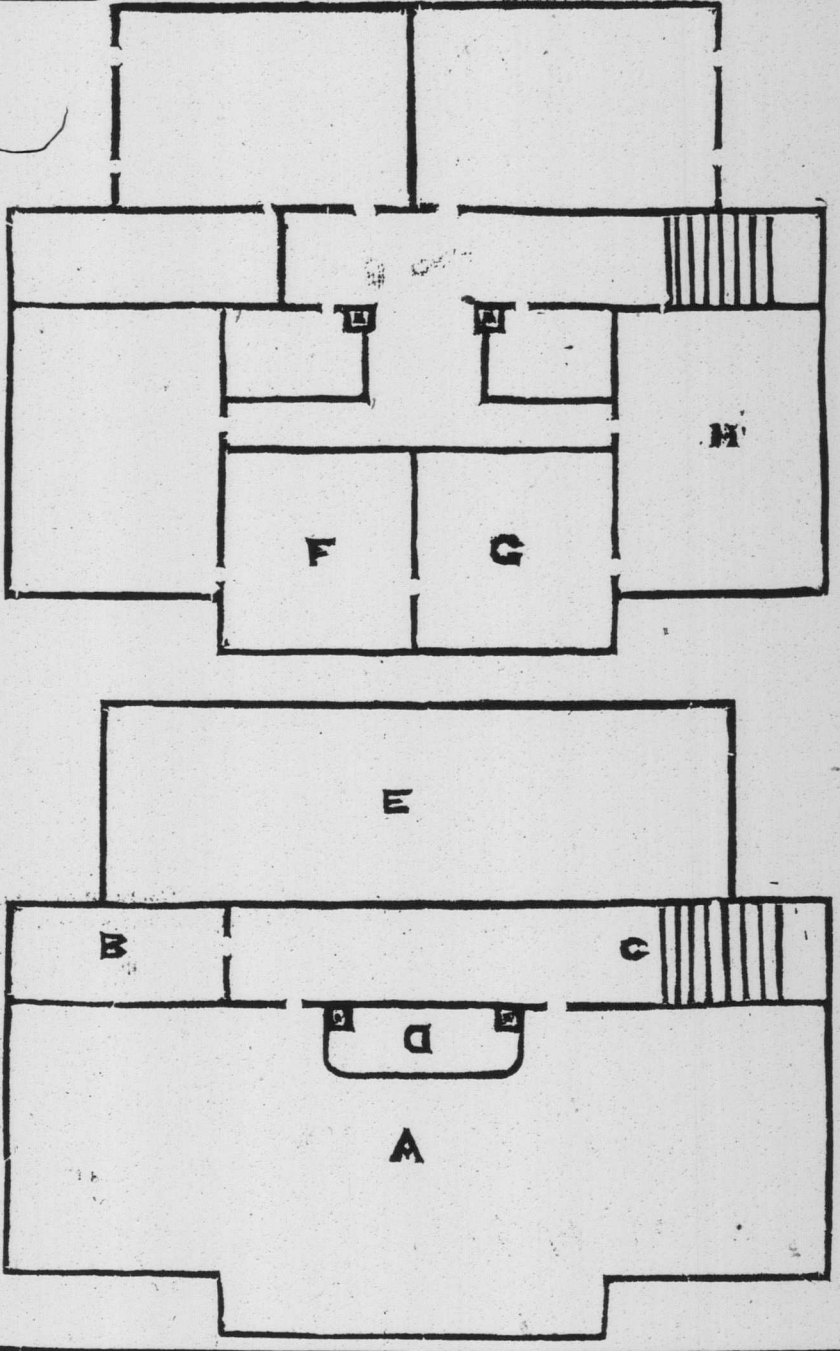
vest in them till the bill of sale was given. Cowie and White took the machinery, and put it in a building which they had erected within the limits of the railway track near Carleton Station on the Intercolonial Railway, but when applied to by the plaintiff for the bill of sale, they refused to give it, and soon afterwards gave a mortgage of the building and machinery to Torrie, who had lent them money. After Cowie and White refused to give the plaintiff the bill of sale, he went to them and said he must have the machinery back. They promised to give the amount due him for the machinery, and to meet him for that purpose; but after waiting beyond the time agreed, and hearing nothing from Cowie and White, the plaintiff brought this action of replevin against them and Torrie; and the sheriff took the machinery out of the building and delivered it to the plaintiff. The defendants pleaded (Cowie pleading separately, non capiti and property. Held: (1) That as the machinery was not affixed to the soil of Cowie and White, but affixed at all, it was to the property of the Crown; it did not cease to be a chattel, and replevin would lie; (2) That this question could not arise under the plea of non capiti; That if replevin was not the proper remedy, application should have been made to set aside the writ; (3) That there was evidence of a wrongful detention of the machinery by Cowie and White, after the demand by the plaintiff; (4) That the fact of Torrie having a mortgage on the machinery did not amount to a possession of it by him, and therefore he was entitled to a verdict on the plea of non capiti; but that the plaintiff was entitled to a verdict against them on the plea of property, as Cowie and White had no title to convey to him. Rule absolute for a new trial unless the plaintiff consents that a verdict be entered for Torrie on the plea of non capiti.

DERRY vs. DERRY.—Action for wrongfully and maliciously inducing Caroline Derry, the plaintiff's daughter, to prove the execution of a deed made by the plaintiff in favor of his son Wallace Derry, and to put the same on record, whereby the plaintiff sustained damages. The plaintiff was an aged man owning a farm worth \$3,000, which he agreed to convey to his son Wallace Derry on condition that Wallace was to maintain him during his life, and pay him \$100 a year for his daughter. The deed was drawn and signed by the plaintiff, and a mortgage from Wallace to secure the maintenance and the \$100, also signed in April, 1869. Both deeds were signed by Caroline Derry as a witness, and it was agreed that she should keep possession of them until the plaintiff and Wallace went before the Registrar of Deeds and acknowledged them, when they were to be put on record at the same time. Wallace afterwards refused to carry out the arrangements, and the plaintiff tried to get his deed back, but the plaintiff's sister, the defendant (Caroline) induced his sister (another son) to go before the Registrar of Deeds and prove the execution of the deed from the plaintiff to Wallace, and it was then put on record. This was done without the plaintiff's knowledge. In February, 1873, Wallace Derry gave a mortgage to McClellan on the property for \$650, and soon afterwards left the country. When the plaintiff heard he had left, he proposed to follow him for the purpose of getting his deed back, but the defendant dissuaded him from doing so, and endeavored to get a deed of the farm from Wallace to himself. Soon after this the defendant took charge of the farm, with the plaintiff's consent, but after a short time the plaintiff complained of his treatment—the defendant having taken away all the plaintiff's cattle, and appropriated to his own use all the crops, leaving the plaintiff destitute. In November, 1874, the plaintiff discovered that the deed to Wallace had been put on record, and that Wallace had given the mortgage to McClellan. About this time Wallace returned to the country, and the plaintiff, thinking himself to be helpless in the matter, gave him another deed of the property, on receiving a mortgage from Wallace to secure his maintenance for life, with an annuity of \$30. The plaintiff had not paid anything in consequence of the mortgage to Wallace. A verdict was given for the plaintiff for \$300 on the account for fraudulently procuring the deed to be recorded, and \$300 for taking away the cattle. On a motion for a new trial. Held: per Weldon and Wetmore, J. J., (Duff, J., dissenting) that as the plaintiff had sustained no actual damage by the recording the deed, he could only recover nominal damages—that the giving the mortgage to McClellan was not the necessary result of the defendant's wrongful act, and any damage arising from that would be too remote. Rule per verdict, unless plaintiff consents to reduce the verdict to nominal damages on the 5th count.

2ND DIVISION. FLEMING vs. NORTH BRITISH INSURANCE COMPANY.—Action on a policy of insurance on a house in St. John, destroyed by the fire in June 1877. The policy was issued on or about the year 1872, and the plaintiff alleged that it had been continued, and renewal of receipts given by the company till August, 1876, inclusive, but that the receipts had been burnt. The premiums were alleged to have been paid for the plaintiff by one Kirk, who swore to having paid the premiums annually to a clerk in the company's office, but he could not name the clerk, and he also said that he had entered the payments in a book, which he produced. There were some loose leaves which had been cut out of the book, and which contained entries which did not correspond with the alleged payments. Kirk could not explain why the leaves had been cut out. The defence to the action was, that the policy had expired in August, 1872, and had never been renewed. The company's books and papers were burnt in the fire of 1877, but the manager alleged that the clerks denied all knowledge of any renewals, and in the annual return made by the manager to the Head office in Scotland, there were no entries of any transactions relating to this policy since 1872. A verdict having been found for the plaintiff. Held: On a motion for a new trial, per Weldon and Fisher, J. J., (Wetmore, J., dissenting) that though the Court might have come to a different conclusion upon the evidence, from that which the jury had arrived at, the question was one for the jury, and the court would not interfere with the verdict. Judgment for the plaintiff.

GULF PORTS STEAMSHIP CO. vs. O'KELGAN.—Appeal from the St. John County Court, in which a nonsuit was set aside and a verdict entered for the plaintiff. The Court reversed the judgment, and ordered a nonsuit to be entered, with costs.

ST. PETERSBURG, FEB. 27. The woman Vera Sausulitch, the famous Nihilist agent, has been arrested in the apartments of an officer of the marine, whose wife had assisted in concealing her.



THE NORMAL SCHOOL. We insert above a diagram representing the second and third flats of the Normal School, showing the portions to be used by the two branches of the Legislature at the coming session. 3rd Flat.—A, (Assembly Room), Assembly, D, Speaker's Chair, C, Sec'y, B, Corridor, (to be subdivided into clerk's and Speaker's apartments), E, (Lumber Room), Messengers Room, etc. Com. Room Public Accounts, G, Com. Room, H, Council Chamber. The central seats are to be taken up in the assembly room and replaced by the chairs of the members from the old building.

GRAND Gift Court. CITY HALL! WEDNESDAY EVE'NG, MARCH 3, 1880. By the Bangor Band and Andrews Orchestra! Assisted by Miss GRUNDA, Mrs. WAGGATT and Mr. PARKARD, of Bangor, who will present a choice programme. After the Concert, a splendid \$100 Dress Pattern and numerous other valuable and useful articles will be presented to the audience in an impartial manner. For further particulars see posters and bills of the day. Tickets of Admission, 25 cts. Packages of 5, \$1.00 Reserved Seats, 50 cts For sale at Davis & Dibble's Drug Store and F. B. Edgewood, Albion House Feb. 14, 1880.—td.

ASSESSORS' NOTICE PUBLIC NOTICE is hereby given that I, HARRIS S. ESTEY, have been duly sworn into office as Principal Assessor of Rates and Taxes in the City of Fredericton, this day. Any person liable to be Assessed in the said City, may, within Thirty Days after the publication of this Notice, give to me, the said Principal Assessor, a statement in writing, under oath before the Mayor, City Clerk, or the undersigned, of his or her property and income, according to the form provided in "An Act to consolidate and amend the Law relating to the levying, assessing, and collecting of Rates and Taxes in the City of Fredericton." Forms can be had from the Mayor, City Clerk, or the undersigned. Any person neglecting to make a statement to the Mayor, City Clerk, or the Assessors, according to the above advertisement, previous to the Assessment Roll being made out, if dissatisfied with their Assessment, will be required to appeal to the Assessors by petition, in strict accordance to the instructions on the back of their Tax Notices. All communications with reference to the above Notice, may be left at the City Treasurer's office, addressed to the undersigned. Dated this 5th day of February, 1880. HARRIS S. ESTEY, Principal Assessor.

SNOW SHOVE I & C Just Received from Boston: 15 DOZ. Snow Shovels; 30 DOZ. pairs T and Strap Hinges; 10 M Carriage Bolts; 2 Cases Wood Screws; 10 doz. Anger Bits; For Sale by JAMES S. NEILL. Jan 31

TO LET. THE Shop and Dwelling on Queen Street, now occupied by Mr. John Moore. Apply to FRANK McPEAKE. Feb. 14, 1880.—1m

TOYS! TOYS! A VERY LARGE STOCK of Christmas Goods being shown at ILLIOTT Variety Store Fredericton, Dec. 2, 1879.

TO LET. THE SHOP at present occupied by Mr. SAMUEL OWEN in the subscribers building, Queen Street. Possession given 1st of May. Apply to Mrs. E. W. MILLER. Feb. 14, 1880.—1f.

ROLLER SKATES!

THE MOST POPULAR AMUSEMENT OF THE DAY.

The subscriber having secured the right to use the Plympton Roller Skate, has opened the Hall in DEVER'S BUILDING, corner Queen Street and Wilmo's Alley, for that purpose. 62,000 pairs of these skates have been exported this season to Great Britain, where their use has become one of the most popular amusements, not only with the masses but with the royalty and nobility. Hundreds of Thousands are now in use in the United States. The subscriber hopes by careful attention to the comfort of his patrons, and the preservation of good order, to make the Roller Skating Rink deserving of their support. Hours from 10 a. m. to 10.30 p. m. each day, Sunday excepted. Admission Gentlemen, 10 cents; Ladies, free. Use of Skates 10 cents per hour or 12 Tickets for \$1.00; each Ticket good for one hour's use of Skates. JAMES T. WHEELER. Feb. 24, 1880.—1f.

FREEDOM FOR SALE. A LOT 132x40 feet, and House dam aged by fire; corner of Brunswick and Carleton Streets. THOMAS JONES, Carleton Street. Feb. 19, 1880.—1m



TENDERS FOR NEW LEGISLATIVE BUILDING! SEALED Tenders marked "Tenders for Legislative Building," will be received at the Department of Public Works, Fredericton, until THURSDAY, the fourth day of March next, at noon, for the erection of a Legislative Building at Fredericton, according to Plans and Specifications to be seen at said Department after MONDAY next. Tenders to give the actual signatures of two responsible persons willing to become sureties for the faithful performance of the contract. The lowest or any Tender not necessarily to be accepted. P. A. LANDRY, Chief Commissioner, Department of Public Works, February 4, 1880. Feb 5

TO LET. A House situate on St. John Street, at present occupied by Mr. Joseph Winslow. Can be seen at any time. For particulars apply to Mr. T. McCARTY, Regent Street. Feb. 26, 1880.—1f.



CANADIAN PACIFIC RAILWAY Tenders for Rolling Stock. TENDERS are invited for furnishing the Rolling Stock required to be delivered on the Canadian Pacific Railway, within the next four years, comprising the delivery in each year of about the following, viz.: 20 Locomotive Engines 16 First-class Cars (a proportion being sleepers). 20 Second-class Cars, do. 3 Express and Baggage Cars. 3 Postal and Smoking Cars. 240 Box Freight Cars. 100 Flat Cars. 2 Wing Ploughs. 2 Snow Ploughs. 2 Flangers. 40 Hand Cars. THE WHOLE TO BE MANUFACTURED IN THE DOMINION OF CANADA and delivered on the Canadian Pacific Railway, at Fort William, or in the Province of Manitoba. Drawings, specifications and other information may be had on application at the office of the Engineer-in-Chief, at Ottawa, on and after the 16th day of MARCH next. Tenders will be received by the undersigned up to noon of THURSDAY, the 1st day of JULY next. By order, F. BRAUN, Secretary, Dept. of Railways & Canals, Feb 21-1a Ottawa, 7th February, 1880. \$ w June 30

THOMAS LUCY, DEALER IN BOOTS, SLIPPERS, SHOES, RUBBERS. QUEEN STREET, - FREDERICTON. JUST RECEIVED FROM THE MANUFACTURER! TWENTY-FIVE Cases of Rubbers, Embracing all the latest styles of MEN'S, LADIES' and CHILDREN'S. For sale low by THOMAS LUCY, Queen Street, Fredericton, Feb. 21, 1880.

CANADIAN PACIFIC RAILWAY TENDERS for a second 100 miles section West of REP RIVER will be received by the undersigned until noon MONDAY, the 29th of March next. The section will extend from the end of the 48th Contract—near the west boundary of Manitoba—to a point on the west side of the valley of Bird-tail Creek. Tenders must be on the printed form, which, with all other information, may be had at the Pacific Railway Engineer's Office, in Ottawa and Winnipeg, on and after the first day of March next. By order, F. BRAUN, Secretary, Dept. of Railways & Canals, Feb 21-1a Ottawa, 11th February, 1880 \$ wt m 30