

RATES OF ADVERTISING

Table with columns: SPACES, LENGTH OF TIME, RATES. Includes Semi-Weekly Star rates for various ad lengths and durations.

On the above spaces, half the amount set opposite for six months, one fourth the amount for three months. Special arrangements for terms shorter than three months.

Transient Advertisements. Single insertion not more than one inch. 50 cents; subsequent insertions (each) for same space 25 cents.

Advertisements will be charged for the time of insertion if not ordered to be suspended in writing.

Advertising rates outside the transient advertisements payable every thirty days.

Solid advertisements, ten cents a line. Orders for the discontinuation of advertising contracts, after the time agreed upon, must be given in writing; else all continued ads will be charged at the regular rates.

The advertising rates in the WEEKLY STAR are the same as those of the Semi-Weekly. Special arrangements may be made with the Editor or Publisher, at the office.

Subscribers who do not receive their papers promptly and regularly will please send in word to the office.

North Star

J. E. COLLINS, Editor. CHATHAM, N. B., OCTOBER 13, 1880.

SENATOR MUIRHEAD'S MILL

It will be joyful intelligence to thousands of people over this Province and especially at the North, to learn that Senator Muirhead has concluded to commence at once the construction of a new mill to stand on the site of the old one. The dimensions will be about as follows: 146 feet long, 46 feet wide, with 27-foot posts; and built of the best of spruce and pine.

The machinery will consist of 2 gang saws, 2 double edgers and necessary trimmers; also lath and piling machines. It will be the largest 2-gang mill in the Province, and its sawing capacity will be about 120,000 feet per day of 10 hours. The engine an incline to be used will be of Geo. Fleming & Son's build; St. John; there will be 2 cylinders 22 inches diameter, and 2 foot stroke. There will be 9 boilers, 40 feet long and 3 feet diameter—and the mill will probably be flushed by the end of the year.

Most of the iron work is ready, forges having been at work all the summer preparing the same; gangs are at work now getting out the frame. The chimney of the other mill will be used.

We are glad to hear that the Senator has hit upon a safer method of mill construction than we have heard of being adopted in the Dominion before. The engine room, furnace and boilers will be detached from the main building, a space of about 10 feet being kept between both as a fire-break. This will be of more account than 10 engines about the mill, and will keep down the insurance rates on it. We think the plan is well worthy the attention of anyone who may think of building mills.

The construction of the mill will go on rapidly and is in good hands. Mr. George Dick one of our most intelligent engineers and who will be engineer of the mill, will oversee the work; Mr. George Cassidy our enterprising town architect will be foreman. There will be about 35 men employed at the construction.

It is a long time since we have chronicled any item with more pleasure than the above, and it is a long time since the reading public have read a more pleasing paragraph. Buoyant as the times have been with us the past season the loss of Muirhead's mill has been felt from one end of the River to the other. It was known as one of the great institutions of the country, and we well remember the day when the news of its destruction reached Fredericton, how men gathered in knots about the streets and, lamenting its loss, said the whole Province would feel it. But this is all over now, and emboldened as much by the hopeful signs of coming prosperity as by that intrepid and far seeing business ability which have made Senator Muirhead's operations on the Miramichi historical, he has resolved to replace the great industry which the people so widely have regretted. May the success of the past still continue to accompany the Senator's future.

HIS LORDSHIP'S INSURANCE SUIT

Everyone thought that when the jury brought in its verdict for His Lordship that the case was settled for all time; but as will be seen in another column, the defendants are determined to try further conclusions before the full bench of Judges in Fredericton. Mr. Jack, who is no doubt very anxious for another fee, shows a distressingly long list of points upon which he will ask for a non-suit, or an arrest of judgment; but Mr. Jack knows just as well as any other lawyer, that the grounds he sets forth are trivial and do not

touch the essence of the contract—a contract valid in meaning and in word, and conformable even to the strict etiquette of good law. The company took unstable and unworthy ground against His Lordship's suit; they fell upon that ground, and a graceful submission would under the circumstances be the very best thing they could now do. To submit, to the inevitable of law and justice for a company like the Western Assurance, which depends upon its popularity for its success, would be a much more judicious step, than even the gaining of the seven thousand odd at Fredericton. We think we can be safe in saying that this company has lost caste among thousands of people in this part of the Province for the length to which it has already carried its work of unjustifiable repudiation: We are quite satisfied that the ultimate triumph of the company in its suit, would mean the utter ruin of its business among these same people, and indeed as far as the newspapers of the northern country are read. We think the company would do wisely and well to reject Mr. Jack's advice, and let him take his distressing brief home and file it as a remnant of a lost hope.

HELD OVER.

We have to hold over till next a large quantity of correspondence and editorial, in consequence of other lengthy reports which we publish.

THE ENGLISH GOVERNMENT HAS LATELY LEVIED A PROTECTIVE DUTY ON IMPORTED REFINED SUGAR; AND IS TAKING STEPS TO PROTECT ALL ARTICLES OF HOME MANUFACTURE MANAGED BY FOREIGN GOODS.

The Sultan has come to his senses and surrendered Dulcigno. The Montenegrins rushed in with a prolonged howl.

HIS LORDSHIP'S INSURANCE CASE.

The following is a copy of the Brief Mr Jack has made out of his appeal to be tried before the full Bench in Fredericton. Our readers will see it is as absurd as it is plausible:—

IN THE SUPREME COURT, BETWEEN THE ROMAN CATHOLIC BISHOP OF CHATHAM, PLAINTIFF, AND THE WESTERN ASSURANCE COMPANY, DEFENDANT.

Tried before His Honor Mr. Justice Duff, at the Northumberland Circuit Court, September, A. D. 1880.

Verdict for plaintiff, \$5,750.

The defendant will, on Michaelmas Term next, move to enter a nonsuit, pursuant to leave reserved, on the following grounds:—

1. That the application of the plaintiff for insurance, embodied in this letter to Francis E. Winslow, dated the 7th day of February, A. D. 1878, was an application for insurance in The North British and Mercantile Insurance Company only.

2. That as Francis E. Winslow derived his authority solely from the last mentioned letter, he was not authorized to apply for insurance by the defendant.

3. That the telegram from Henry Jack to Francis E. Winslow, dated the 8th day of February, A. D. 1878: "Street and I take ten thousand each," was simply an intimation that the said Street and Jack, on behalf of the companies which they represented, were willing to take insurance upon the amounts being distributed.

4. That it was not competent for Warwick W. Street, the agent for the defendant to delegate his power to Henry Jack to accept the risk alleged to be offered to the defendant by the plaintiff.

5. That if the defendant is bound by any contract, it is solely for the delivery of a policy, and would embody the terms and condition of a policy in ordinary and common use by the defendant.

6. That the alleged contract is comprised in letters and telegrams between the parties or their alleged agents, and that the plaintiff improperly withheld, on the trial, a portion of such correspondence, and thereby disclosed only a portion of the alleged contract, and made it appear to be other than it really was.

7. That even though the telegram of the 8th day of February, A. D. 1878, from Henry Jack to Francis E. Winslow, appeared to make a completed contract, if circumstances subsequently occur, as they did occur, which make it appear to the parties or either of them that it was intended to form a complete contract, it would, from the time of such knowledge and in the absence of damage from breach, cease to be a contract or contain any of the elements of a contract.

8. That it is evident from the letter from Henry Jack to Francis E. Winslow, dated the 9th day of February, A. D. 1878, the reply of Francis E. Winslow thereto, dated the 12th day of February, A. D. 1878, the letter of the plaintiff to Francis E. Winslow, of the last mentioned date, and the letter of Henry Jack to Francis E. Winslow, dated the 13th day of February, A. D. 1878, that the plaintiff and the parties interested or to be bound thereby treated the alleged contract as inchoate, and that their minds were never ad idem.

9. That the plaintiff by his letter to Francis E. Winslow, dated the 12th day of February, A. D. 1878, which was forwarded to and received by Henry Jack, re-opened the alleged contract and proposed terms, which were not comprised in his original application for insurance.

10. That the alleged contract is indefinite, and is susceptible of being construed either as a contract by Henry Jack to insure and to procure insurance by Warwick W. Street, a like contract by The North British and Mercantile Insurance Company to insure and procure insurance by the defendant, or as a contract by The North British and Mercantile Insurance Company to insure, based upon a contract to re-insure the last mentioned Company by the defendant.

11. That there is no privity of contract between the plaintiff and defendant.

were found under their boat and in a tent, a prey to wild beasts and with evidences that they had been driven to feed on their weaker companions, before yielding to starvation and cold.

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4. That it was not competent for Warwick W. Street, the agent for the defendant to delegate his power to Henry Jack to accept the risk alleged to be offered to the defendant by the plaintiff.

5. That if the defendant is bound by any contract, it is solely for the delivery of a policy, and would embody the terms and condition of a policy in ordinary and common use by the defendant.

6. That the alleged contract is comprised in letters and telegrams between the parties or their alleged agents, and that the plaintiff improperly withheld, on the trial, a portion of such correspondence, and thereby disclosed only a portion of the alleged contract, and made it appear to be other than it really was.

7. That even though the telegram of the 8th day of February, A. D. 1878, from Henry Jack to Francis E. Winslow, appeared to make a completed contract, if circumstances subsequently occur, as they did occur, which make it appear to the parties or either of them that it was intended to form a complete contract, it would, from the time of such knowledge and in the absence of damage from breach, cease to be a contract or contain any of the elements of a contract.

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9. That the plaintiff by his letter to Francis E. Winslow, dated the 12th day of February, A. D. 1878, which was forwarded to and received by Henry Jack, re-opened the alleged contract and proposed terms, which were not comprised in his original application for insurance.

10. That the alleged contract is indefinite, and is susceptible of being construed either as a contract by Henry Jack to insure and to procure insurance by Warwick W. Street, a like contract by The North British and Mercantile Insurance Company to insure and procure insurance by the defendant, or as a contract by The North British and Mercantile Insurance Company to insure, based upon a contract to re-insure the last mentioned Company by the defendant.

11. That there is no privity of contract between the plaintiff and defendant.

15. That an action on a contract to insure cannot be brought against the defendant, being an incorporated Company, except upon an instrument under seal.

16. That the remedy of the plaintiff, if any, is not at law, but in equity, for specific performance of an alleged contract.

The defendant will also at the same time move to set aside the verdict, and for a new trial, to be granted in case a non-suit is refused, on the following grounds:—

IMPROPER ADMISSION OF EVIDENCE.

1. Of Francis E. Winslow, of the relations between him and Warwick W. Street.

2. Of conversations between Francis E. Winslow and the plaintiff.

3. Improper admission of letter from Francis E. Winslow to Warwick W. Street, dated the 16th day of January, A. D. 1878.

4. Improper admission of letter from Francis E. Winslow to Henry Jack, dated the 7th day of February, A. D. 1878.

5. Improper admission of letter from plaintiff to Francis E. Winslow, dated the 7th day of February, A. D. 1878.

6. Improper admission of telegram from Henry Jack to Francis E. Winslow, dated the 8th day of February, A. D. 1878.

7. Improper admission of evidence of Francis E. Winslow of the mode of settlement by The North British and Mercantile Insurance Company of the plaintiff's claim against that Company.

8. Improper allowance of question on re-examination of Francis E. Winslow, "Did you deal in the same way with Mr. Street?"

9. Improper admission of evidence of Richard F. Quigley, of conversations between him and Warwick W. Street after the occurrence of the fire.

10. Improper admission of Richard F. Quigley's inferences.

11. Improper admission of evidence of Richard F. Quigley of his conversation with Warwick W. Street, with a view to prove that the latter dissuaded the former from putting this claim in suit within six months from the loss.

12. Improper admission of evidence of Richard F. Quigley of admissions made and acts done by The North British and Mercantile Insurance Company, or the representatives of that Company, and of statements made by Richard F. Quigley to Warwick W. Street of such admissions and acts.

13. Improper admission of letter from Willet & Quigley to the President, Managing Director and Secretary of the defendant, dated the 10th day of October, A. D. 1878.

14. Improper admission of letter from Willet & Quigley to Warwick W. Street, dated the 6th day of November, A. D. 1878.

15. Improper admission of letter from the plaintiff to Willet & Quigley, dated the 2nd day of November, A. D. 1878.

16. Improper admission of letter from Warwick W. Street, to Willet & Quigley, dated the 19th day of November, A. D. 1878.

17. Improper admission of evidence of Richard F. Quigley as to whether Warwick W. Street did or did not object to proofs of loss by the plaintiff.

18. Improper admission of evidence by Richard F. Quigley of a letter alleged to be written from the plaintiff to A. L. Spencer.

19. Improper admission of copy of plan.

IMPROPER REJECTION OF EVIDENCE.

1. Improper disallowance of question put by Mr. Thompson to Francis E. Winslow, "Are you aware that it is a condition of all these policies that the premium must be paid?"

2. Improper refusal to allow Mr. Thompson to cross-examine Henry Jack with regard to the conversation between him and Warwick W. Street, prior to the sending of the telegram from Henry Jack to Francis E. Winslow, dated the 8th day of February, A. D. 1878, in which conversation the authority, if any, to send the telegram was obtained by the said Henry Jack.

3. Improper refusal to allow Mr. Thompson to examine Warwick W. Street with regard to the conversation mentioned in the last foregoing paragraph.

MISDIRECTION OF THE LEARNED JUDGE.

1. In telling the Jury that Warwick W. Street had authority to confer upon Francis E. Winslow the power to accept insurance at Chatham from the plaintiff, to adjust the premium and to bind the defendant to issue a policy for such insurance.

2. In not telling the Jury that there was no cause of action; or,

3. In not telling the Jury that, if there was any contract between the plaintiff and defendant, the same would be controlled by the principles stated in the foregoing grounds of motion for nonsuit.

4. In telling the jury that, if Henry Jack was authorized by Warwick W. Street to send the telegram, the contract would be complete, and that the subsequent correspondence had no bearing on the defendant's liability and must be disregarded by the jury.

5. In not leaving to the jury any question as to the non-distribution of the risk, or whether the risk could or could not be distributed.

VERDICT AGAINST LAW AND EVIDENCE.

The defendant will also at the same time move for an arrest of judgment.

The following authorities will be cited: Story on Agency 8th Edn. 1874 §§ 13, 14, 29, 109 and notes. Williams v. Jordan, L. R., 6 Ch. D. 517. Addison on Contracts, § 57. Bunyon on Fire Ins. (1875), § 51. Linford v. Provin.

cial House, &c., Ins. Co., 34 Beav., 291; 10 Jur., N. S., 1066. Bunyon on Fire Insurance, 52. Morgan v. Mather, 2 Ves., Jan. 18. Clarke on Insurance, 33. Barber v. Fox, 2 Saund, 138. Alchorne v. Saville, 6 Moore 202 n. Clarke on Insurance, 5. Walker v. Prov. Ins. Co., 7 Grant, 137; affirmed in appeal, 8 Grant, 217; 5 U. C. L. J., 162. Flint v. Ohio Ins. Co., 8 Ohio, 601. Acey v. Farnie, 7 Mand W. 151. Addison on Contracts, § 20. Koutledge v. Grant, 1 Moo. & P. 717; Bing 653. Cope v. Albion, 8 Exh. 185. Felthouse v. Bindley, 11 C. B., N. S., 869; 31 L. J. C. P., 204. Kingston-upon-Hull v. Pith, 10 Exh., 610; 24 L. J., Exh. 23. Honeyman v. Marryat, 26 L. J., Ch. 619. Heyworth v. Knight, 17 C. B., N. S., 298; 33 L. J., C. P., 298. Addison on Contracts, § 243. Rogers v. Hadley, 2 H. & C., 227; 32 L. J. Ex., 241. Harris v. Rickett, 4 H. & N., 1; 28 L. J. Ex. 127. Addison on Contracts, § 247. Chevely v. Fuller, 13 C. B. 122. Addison on Contracts, § 115 and cases cited.

Cons. Stats., cap. 46, sec. 16, p. 377, and cap. 95, sec. 4, p. 750. Dated Oct. 7th 1880.

I. AILEY JACK, Defendant Attorney.

SHIPPING NEWS.

PORT OF NEWCASTLE.

ENTERED. Oct 9—bk Concordia, 530, Bull, Liverpool, bal George Baruchil.

Oct 7th, bk Prinz Regent, Herevig, Marseilles, deals R A & J Stewart. bk Idmassah, Uileberg, London, deals do. bk Atlantic, Nielson, Karne, deals D J Ritchie & Co. bk Vigo, Piermont, Grant, deals R A & J Stewart.

bk Oscar II., Nielsen, London, deals do. 9th bk Montrose, Fryz, Parcelou, deals do. bk Pontecorv, Federsen, Plymouth, deals do. bk Christian, Christensen, London, deals do. bk Ocean, Olsen, London, deals do. bk Queen Victoria, Crooks, Dublin, deals do.

PORT OF CHATHAM.

ENTERED. Oct 11th, bk Maori, 656, McGoanlie, Londonderry, bal Guy, Bevan & Co. 12th, bk Ceylon, 561, Morman, Rochefort, bal W. Muirhead. bk Eliseor, 448, Evensed Sharpness, bal J B Snowball.

12th New Barque Sallietina, 254, Graham, Pictou, to load with Guy, Bevan & Co. CLEARED. Oct 9th bk Mette Margrothe, Christophersen, Havre, deals J B Snowball. bk King Oscar, Jensen, Gloucester, deals W Muirhead. bk Harold Haarfager, Nilsson, Morsay, deals J B Snowball. bk Alexandria, Haagensen, London, deals Guy, Bevan & Co. bk Ellen Grant, Johansen, Liverpool, deals George McLeod. 12th bk Oscar, Hansen, Garston, deals Guy, Bevan & Co. bk Sarsborg, Klooman, Liverpool, deals A Morrison. 13th bk Exandie, Bic, London, deals J B Snowball.

The barque Thos sailed on the 12th Inst, in charge of Pilot Angus McLeosa for Pictou to be repaired.

New Advertisements

GRAND EUROPEAN COMBINATION TROUPE!

10 Leading Stars!

THEIR FIRST APPEARANCE IN NEWCASTLE!

The above Troupe will give one of the first entertainments in the

Masonic Hall, Newcastle, WEDNESDAY EV'G, 20th INST

Doors open at 7.30 o'clock. Performance to commence at 8 o'clock sharp.

Admission—Reserved seats 40 cents, back seats 25 cents, children 15 cents.

For further particulars see posters.

W H WASHINGTON, Manager. T J WALLOUGHBY, Secretary. Newcastle, October 11, 1880—31

Travellers, Rest!

The subscriber keeps a HOTEL affording the best of accommodation for persons travelling between

Chatham and Ecuminae, HORSES TO HIRE,

should parties wish to visit the beautiful natural surroundings.

The Proprietor also keeps a large VARIETY STORE.

General Goods, Boots & Shoes, Choice Groceries & Liquors,

For sale low. James McMurray, BLACK BROOK, Northumberland County Chatham, August 30, 1880.—if

INTERCOLONIAL RAILWAY!

1880. SUMMER ARRANGEMENT, 1880. On and after Monday, the 14th June, the Trains will run daily, Sundays excepted, as follows: WILF LEAVY ST. JOHN

Table with columns: EXPRESS FOR HALIFAX, RAILWAY TIME, ST. JOHN TIME. Includes routes to Moncton, Miramichi, and other stations.

Express for Halifax connecting at Moncton with accommodation for North... 7.55 a.m. 8.00 a.m. ACCOMMODATION for Point du Chene... 11.45 a.m. 11.50 a.m.

Express for Miramichi and Quebec... 10.25 p.m. 10.30 p.m. A Pullman Car runs daily on the late Train to Halifax, and on Tuesday, Thursday and Saturday, a Pullman Car for Montreal is attached. On Monday, Wednesday and Friday a Pullman Car for Montreal is attached at Moncton.

A Special Freight will continue to leave for Sussex for accommodation of passengers... 8.00 p.m. 8.35 p.m.

WILL ARRIVE AT ST. JOHN: EXPRESS FROM QUEBEC and Halifax... 6.00 a.m. 6.05 a.m. Express from Sussex... 5.10 p.m. 5.15 p.m.

Express from Miramichi and Point du Chene... 1.55 p.m. 2.00 p.m. Express from Halifax and Point du Chene... 7.35 p.m. 7.40 p.m.

D. POTTINGER, Chief Superintendent. Railway Office, Moncton, N. B., 9th June.

JUST RECEIVED

—AT THE CHEAP—

Cash Store!

20 CASES AND BALES CONSISTING OF WINCEYS, FLANNELS, ULSTER, SACK AND MANTLE CLOTH, SILKS, VELVETS AND VELVETEENS,

In all the New Shades. WOOL SHAWLS IN GREAT VARIETY.

Ladies' & Misses' Wool Hosiery, 100 Yards Grey Cotton from 70 up.

15 CASES BOOTS & SHOES, 2 CASES NEW CANADIAN TWEEDS, 2 CASES MEN AND BOYS' REEFING JACKETS.

WINES & LIQUORS, Some of which are very Choice.

35 HALF AND QUARTER BOXES CHOICE CONGOU TEA

Retailing for 36 cents per pound. MOLASSES, SUGAR, SOAP, Etc. etc.

WHOLESALE AND RETAIL. JOSEPH HAYS, Direct Importer. Newcastle and Nelson, Miramichi, Aug 30, 1880.—31

LEMONT'S VARIETY STORE!

FREDERICTON, N. B.

established 1844, and has kept up to the times. From a little one it has grown to be a strong one.

We thank our patrons for past favors, and solicit a continuance of their trade. All the people within fifty miles must know where LEMONT'S ORIGINAL VARIETY STORE is, and that in it they can find the largest, best selected, and Cheapest Stock of HOUSE FURNISHING GOODS in the City.

LEMONT'S VARIETY STORE is a household word. We don't have to pay any \$650 Store Rent, as we own our Establishment. Our expenses are small. We buy our Goods for Cash, consequently can sell them CHEAPER than any other storekeeper.

We employ workmen in our CABINET WORKSHOP making Furniture to Order.

We have more Goods than Money, and for Money will give the best value to all who are in want of the Goods we keep; LEMONT & SONS. Fredericton, Sept. 18, 1880.

Local Matters.

Cattle Sale. The cattle sale announced in our last issue of Saturday. Our enterprising cattle dealer, Mr. Vanstone made the purchase.

For all that. The shops and market places were completely crowded Saturday evening with captains, sailors and town folk. Better far than last year—yet we have the N. P.

The Cathedral Choir. Although it is only a few days since the Brothers have left, the choir at the Cathedral organized since their going, is a highly creditable one. A little more practice and it will be still better.

Deal Piles. For years before this, the bottom of deal piles had not been seen on the Miramichi. Last spring everything in the shape of sawn lumber was stowed on board, sent off and sold—well. The piles now are down to the bottom, and Mr. Snowball's piles have not been so low for six years as now.

A Good Sign. No less than three couples were married yesterday morning in the Catholic Church. Elsewhere we have a notice of one couple, another were of Acadian descent, and the other below to Chatham. We believe it was Deane Swift who used to say that so many marriages were a sign of poor times, but we live in an age when people consult their pockets before their hearts; so the Deans theory falls to the ground.

A Yawning