Saturday before election day, after coming here from Southhampton, W. A. Quinn came to my office, and told me that the old gentlemen had sent $200 by him for an election contribution. That he had taken it to Mr. Blair and asked him to sign a written promise to appoint him to the office of deputy clerk of the pleas in consideration of the payment of $200 into the election fund, and that Mr. Blair had treated him very ugly; told him he would not take money and practically ordered him out of his office. Witness said to him, "I don't see what other treatment you could expect when you offered money in such a way." Mr. Quinn read the receipt to him, and said he did not see anything wrong with it. He heard nothing further from him about any election contribution, and never knew he had made one until the day after the election was over. Messrs. Anderson and Bellamy were in the witness' office, talking over the events of the election, and he asked Anderson if he would mind endorsing a note for him as accommodation in case he needed it. Anderson assented very readily, but said he would not want the note to go to the bank. Witness promised to arrange it with a private party. This was about the 22nd of January, 1890 About the 13th of February witness wanted some money, as his bank account was getting low on account of his continued absence during the campaign and he went to W. A. Quinn—from whom he had sometimes borrowed sums of money—and asked him for a loan of$200. Mr. Quinn said he could get it. Witness promised him an endorser and mentioned Mr. Anderson's name. Mr. Quinn came to witness's office the same afternoon and leaned him $200, taking the following receipt:

"Received from W. A. Quinn the sum of two hundred dollars, loaned on this receipt until an endorsement can be arranged and when the endorsement is made this is to be returned."

[It will be remembered that the Pitts' receipt read as follows:

Received from Wm. A. Quinn the sum of two hundred dollars with interest at 8 per cent. This receipt to be returned when appointment is made.

Signed, WM. WILSON.]

The money was paid to witness' private bank account and used in his business. Not a cent went into the election fund. Afterwards witness learned that W. H Quinn understood that the money was given for election purposes, and went to W. A. Quinn and told him that his father was under the impression that the money was paid for the sale of an office, and that it was not received by him on any such understanding, and that he was prepared to arrange the endorsement according to agreement. Wm. A. Quinn was continually pressing for a government office, and witness was under promise to use any influence for him. W. H. Quinn afterwards came to witness and asked for the note. The note in evidence was given him, endorsed by John Anderson In 1892, September 17th, W H. Quinn called at the witness' office to get the interest on the note and said he would endorse $50, on principal, and would only charge witness 7 per cent. on $150, from the date of receipt to the 17th of September, 1892 He did this of his own free will and without any solicitation from witness, and not a cent of the $50 ever went into any election fund. It was not used for any election purposes Neither Blair nor Barry knew anything about the transaction between witness and Quinn in regard to the receipt and not until Mr. Pitts made the charge in the house.

James K. Pinder, M. P. P., was then sworn, and asked if he hadn't seen and had in his possession a copy of what purported to be Mr. Quinn's letter to Mr. Blair, of which the latter's letter of Oct. 14th was a reply. He denied having any such copy. He denied having shown a copy of such letter to Peter McFarlane

This closed the evidence in the case, it being agreed by the whole committee to recall W. H. Quinn and his daughter in regard to the receipt produced by Mr. Wilson.

FREDERICTON, April 9—Miss Mary Quinn gave further testimony to-day. Mr. Powell passed the receipt produced by Mr. Wilson to her and asked: "Did you ever see the paper before?" Without topping to read it, she replied: "No, I never did."

William H. Quinn was equally positive that he had never seen the receipt.

To the great amusement of all those present, when Mr. Blair asked him to read the receipt he was unable to do so. "I cannot read it," he said, but I know I never had it in my possession." He did not think it possible that his son had humbugged him as to his relations to Mr. Wilson. To Mr. Sivewright, the witness admitted that he had formed his opinion as to the receipt when it was shown him more by the appearance of the paper than its contents. He has had other notes of Mr. Wilson's at that time and since but none on that kind of paper.

This finished the testimony.

FREDERICTON, April 10th.

Mr. Killam from the committee on the charges contained in Quinn declaration submitted a report, which concludes as follows:

"Your committee after the most careful examination possible find that there has been nothing in the conduct of the Attorney General in connection with any of the matters referred to in said declaration in any even the slightest degree—reflecting unfavorably upon him or his integrity in office, and the committee therefore find and determine that the Attorney General, the honorable Mr. Blair is wholly exonerated from any express or implied charge or imputation of misconduct in said declaration contained."

Mr. Mott gave notice of following resolution:

"That the house do on Friday next, resolve itself into committee of the whole to take into consideration the report of the special committee to whom were referred the charges in Quinn matter, and that the report of said committee be referred to the committee of the whole house."

## THE LEGISLATURE

FREDERICTON, N. B. April 10th

Dr. Stockton's bill amending the law respecting the use of tobacco by minors was agreed to with amendments. As agreed to this bill provides a penalty upon those who, for a consideration, procure for any person under 18 years of age cigars, cigarettes, tobacco or snuff and also provides a penalty upon minors who refuse to give information as to whom they may get tobacco, cigars, cigarettes or snuff from.

Mr. Blair committed a bill respecting Registry of Deeds and other instruments relating to lands Under the bill it was proposed to pay Registrars salaries as follows, in cases where fees amounted to the sums named; if they exceeded those sums the balance to be paid over to the municipalities.

| | |
|---|---|
| St. John County | $2,750 |
| Westmoreland | 2,250 |
| York | 2,000 |
| Carleton | 1,750 |
| Kings | 1,500 |
| Charlotte | 1,000 |
| Queens | 1,000 |
| Victoria | 1,000 |
| Norhumberland | 1,000 |
| Madawaska | 1,000 |
| Kent | 800 |
| Albert | 800 |
| Gloucester | 800 |
| Restigouche | 600 |
| Sunbury | 600 |

Progress was reported with leave to sit again.

Messrs. Powell and Pitts would not agree to the above finding of the other three members of the committee.

ITCH, on human or animals, cured in 30 minutes by Woodford's Sanitary Lotion. Warranted. J. Pallen & Son.

## Miramichi and the North Shore etc.

POTATOES FOR SALE See advt.

LAND FOR SALE BY AUCTION. See advt.

SPRING AND SUMMER GOODS are now opening. See Mr. Snowball's advt.

"FITZ MAURICE"—Parties interested in horses should read the advertisement of "Fitz Maurice."

DOG-RACE:—The dog-race which was postponed last month will come off on Saturday morning, weather and ice permitting.

DON'T FORGET the genuine minstrel performance in the Masonic Hall tomorrow evening under the auspices of the Cypress Club.

A FINE DISPLAY:—Miss Josie Noonan's display of millinery and children's garments attracts a good deal of attention just now from the ladies.

A SLIGHT FIRE that was quickly extinguished before it did any serious damage took place yesterday afternoon in a house owned by Mrs. Patterson and occupied by Mr. Daniel Handly.

SHORTHAND ETC:—Mr. S. Spear, at the Canada House, is open to give lessons in shorthand, bookkeeping, etc. at low rates—shorthand class forming at once—Mr. Spear is an experienced stenographer and teacher.

FRUIT CULTURE is more profitable to the farmer now than his other crops. Brown Bros. Co., the most extensive nursery house in Canada, have a vacancy in this section Write them at Toronto, Ont., for their terms.

PERSONAL:—Hon. J. B. Snowball left England for home last Saturday.

Hon. Surveyor General Tweedie made a flying visit home on Saturday last. He returned to Fredericton on Monday.

DROWNED:—Eustache Herbert was drowned at Cocagne while goose shooting on Friday last. He stood up in a small boat to fire at a flock of geese and the recoil of the gun caused him to lose his balance and fall overboard.

READY'S TONIC—Mr. A. I. Trueman, this morning, got from Judge Tuck a rule nisi for certiorari in the case of Charles Cassidy, of Chatham, who was convicted of selling intoxicating liquors under the Canada Temperance Act. The particular fluid sold in this case was Ready's tonic, which Mr. Trueman claims is not an intoxicating liquor under the act. There is a small quantity of lager beer in the tonic and, while that by itself may be intoxicating, Mr Trueman claims the tonic itself is not an intoxicating liquor within the meaning of the act. Another point was that there was no distress adjudged. [Globe of 5th.]

S. OF T.:—The officers of Northumberland Division No. 37, S. of T., for the present quarter, are—

| | |
|---|---|
| L. H. Abbott | W. P. |
| J. D. Loban, | W. A. |
| R. B Bennett, | R. S. |
| D. Mitchel, | A R S. |
| Alex. McKinnon, | F S |
| Jas. Firth, | Treas |
| Rev. Geo. Steel, | Chap |
| Nelson Loban, | Cond |
| John Sinclair, | A C |
| Earl Loban, | I. S. |
| Jas. Steel, | O S. |
| W. S. Loggie, | P. W. P. |

There were thirteen initiations last quarter, and there are six down for next night of meeting. [Advocate.

### Arbor Day.

In accordance with the provisions of Regulation 20 (2) of the School Law Manual, School Inspector Mersereau has appointed Friday May 18th to be observed as Arbor Day Teachers are requested to observe the conditions referred to in the section named, Sub-Section (b.)

### A Big Storm.

A St. John despatch of Monday says:—A snowstorm set in from the northeast shortly after midnight and developed into the heaviest and most furious storm of the season. The wind blew a hurricane which piled the snow up in huge drifts, six to eight feet high. The streets are almost impassable and the city has a deserted appearance. The electric street car service is completely demoralized. The storm is purely local as far as this province is concerned, very little snow falling elsewhere, but in Nova Scotia it is reported to be very heavy.

### Planning a Garden.

Don't make elaborate plans when you are doubtful of your ability to carry them forward to successful completion, writes Eben E Rexford in an article on "Planning the Summer Garden" in the April *Ladies' Home Journal.*

Don't undertake more than you can easily do.

Don't attempt to have everything that is worth growing in your garden. You cannot.

### Snowball vs Ferguson.

Mr. Jno. Ferguson informs us that he established to the complete and perfect satisfaction of the Equity Court that it was Jabez B. Snowball's claim and affadavits that were 'Fraudulent and void' and not his (Mr. Ferguson's) judgment against Mr. Somers. [Advocate.

An interested party sends us the following:—The above may be a correct version of what Mr. Ferguson told the Advocate. In justice to Mr. Snowball, however it should be stated that no application was made by Mr. Ferguson to set aside Mr. Snowball's claim, and therefore Mr. Snowball's claim was not questioned by the Court of Equity. Mr. Snowball obtained an injunction on the grounds, amongst others, that Mr. Ferguson's judgment was fraudulent and void.

Messrs. James Somers and William Somers—co-defendants of Mr. Ferguson—recognized Mr. Snowball's claim by arranging for payment of two thousand dollars, and Mr. Snowball has consented to have the injunction dissolved. and when it is dissolved Mr Ferguson will be permitted to sell the property under his judgment The statements alleged to have been made by Mr. Ferguson are, therefore, not correct.

### Public Meeting at the Village, Hardwicke.

We are indebted to Mr. A. G. Williston, secretary to the meeting, for the following:—

At a public meeting held in the Temperance Hall at the Village, Hardwicke, on Tuesday, the 3rd April, councillor Williston was elected chairman and A. G. Williston, secretary. The following resolutions were passed by a unanimous and standing vote.—

*Whereas:*—Black Brook is an important collecting and shipping point for the eastern half of the country, and is now at a great disadvantage, for want of railway facilities, therefore—

*Resolved:*—That this public meeting memorialize the Dominion Government to grant a subsidy for extending the Canada Eastern Railway to Black Brook—a distance of five miles.

*Further Resolved*, that a committee of three be appointed to prepare a petition to be forwarded to the representative of this county in the House of Commons to be presented to the Government, praying for the necessary subsidy and

*Resolved* that this meeting strongly urge Mr. Adams to personally press upon the Government the importance of this Railway extension to the large export trade of the eastern half of the country.

*Resolved* that a copy of these resolutions be forwarded to our representatives in the Local Legislature with the request that they secure whatever local legislation is necessary to promote the extension of the Canada Eastern Railway to Black Brook; And the benefits of the Parish of Hardwicke would be largely benefited by the said extension.

The large hall was filled to the doors with rate payers from all sections of the parish. Addresses were delivered by Messrs Watters, Winslow and Watt of Chatham, Robt. Loggie of Black Brook and Councillor Sullivan of Hardwicke.

### For Those in Mourning

Visits of condolence are made a week after the funeral. A card is left and no effort is made to see those who are in sorrow. A number of woman have asked me if it is proper to send invitations to friends who are in mourning. Of course one would not do this until after a month had passed, but after that time it is quite proper, and certainly our friends who have had sorrow come to them do not like to think that they are forgotten. It is no longer considered in good taste to have "*R. S. V. P.*" in the corner, but, instead, are the English words, 'The favor of an answer is requested." This is, however, never written on a dinner invitation for that presupposes a reply.—*April Ladies' Home Journal.*


Ready for Business in the Spring.

WE WANT TO GET THE IDEA INTO YOUR HEAD

that we have just received at the ADVANCE Office our spring stock of papers, cards, etc., and are prepared to do first class work for our customers as usual. Don't wait until navigation opens and the summer's business begins before sending in your orders, but get the work done now, so that it will be ready when it is wanted.

We have also arranged for a great variety of advertising cuts, and now is the time for their use. Our patrons may have the use of them, gratis, paying only for the space occupied.


### Northumberland County Court.

The usual April term of the Northumberland County Court was held last week, and although only two causes were tried they were of unusual interest and full of law questions—particularly the first one tried. They were Charles Amos vs Francis D. Swim entered by Geo. F. Gregory, Q. C.; defendant's attorneys, Messrs Tweedie and Bennett; Richard A. Lawlor counsel on trial, and John Donavan vs J. B. Snowball, entered by Mr. Charles J. Thompson; Messrs. Tweedie and Bennett attorneys for defendant and Richard A. Lawlor counsel on trial.

The first was an action brought on a special written agreement alleged by the plaintiff to have been entered into by the parties, by which the plantiff was to serve as a farm servant at a certain rate per month and occupy defendant's farm, called the Kelly farm, in the parish of Ludlow, for two or five years. It contained many special provisions, such as plaintiff to have fire wood free of charge and the use of the horses to haul it, the use of a cow at a certain rate and feed for it; land for a garden; to be provided with provisions during the harvest and haying time, but these to be cooked by plaintiff, etc. The defendant denied in toto that there was ever any complete agreement and claimed that nothing further than negotiation took place; that after talk between them the paper was written by him and left with plaintiff to read over and examine, to make memoranda of anything to be added, or to be taken from, and then they would meet and have two copies made and signed, one for each, but that this had never been done, and therefore defendant's counsel argued that as the statute of frauds declared that an agreement not to be performed within a year was void unless it was in writing signed by the party to be charged therewith, as there never was a completed arrangement, the mere name of the defendent being written therein by him in the beginning of the defendant's agreement could not be and was not the signature required by the statute, though it would be otherwise if all the terms had been agreedup on and the signature was written in any part of the paper and it was clear that such signature was intended to be the execution of the agreement and to mark its completeness. The plaintiff further said that after the paper was left with him he told defendant it was not what they agreed about wages; that he was to have a dollar a month more for harvest and haying, three months, and that defendant agreed to that and after defendant had left, as he had no pencil then, he added in the evening "three months fourteen dollars." The plaintiff's counsel, apparently fearing to rely on the special agreement, so framed his claim that failing the agreement he might recover for work done as he thought under the agreement "pro tanto." The plaintiff did a certain amount of work—he said ten months—and remained on the place for a year. (The defendant said seven months) got certain goods on account which, after much discussion were allowed to be payments. He claimed he was discharged on two occasions. The first was combatted by the defendant. The last time it was a written notice, but defendant claimed that this was for cause—general neglect of orders and neglect of the place and fences, the sheep and cattle going freely over and injuring the crops, and at last going off to drive lumber for Wm. Russell without permission and without leaving a substitute.

At length, after four long days' trial, the case was given to the jury, the judge charging that unless the jury could come to the conclusion that the name of the defendant placed at the beginning of the paper was intended to mark the final conclusion of a completed agreement of the terms shown in the paper, they could not find under the agreement; that if they found there was a completed agreement signed by the defendant, and the plaintiff went off river driving without notice to the defendant and without providing a substitude as mentioned in the agreement, the judge held the defendant would be justified in discharging plaintiff. If they found in favour of the agreement, the plaintiff would be entitled to recover such damages as might fairly and reasonably be considered as naturally arising from a breach of contract according to the usual course of things. His honour went over the evidence of the work done by plaintiff, the amount he had received, and the amount he had earned after the discharge, and said they might consider what he might further have earned during the whole term of two years, as against any loss he had, already sustained or might during the term; that, in one view, it would seem difficult to see how they could give damages beyond the time he served—as when he worked for others he showed he had earned more than he was getting from defendant, and he had said that his time was worth to himself on his own place fifty cents a day and his board, which also seemed more than he was receiving from defendant, but that these were questions of fact entirely for their consideration.

The jury returned in about three quarters of an hour with verdict for plaintiff for $110,63. showing that they regarded the agreement as a completed agreement.

The second case was an action for injuring the plaintiff's net set in North west river in July last with a raft, which defendant's boatmen were navigating down the river and it was alleged to have been done in consequence of defendant's careless mismanagement and want of skill. The defendant pleaded not guilty. The fact however, was clearly proved that the pound of the net was carried away and a portion—4 to 6 fathoms—of the bar net also; that the day was fine, the weather not rough, and that the defendant's men had gone out with a kedge 50 fathoms above the net, had dropped it and they were hauling on it and the raft was feeling the tension and would have cleared the net, but that the warp broke. There was not time to recover the kedge and run it out again, so the the accident happened. It was shown that the defendant had endeavored to get the matter settled by offering to pay plaintiff five dollars before action. It was strongly urged on the part of the defendant that as the license of the plaintiff put in evidence gave him authority to fish only forty fathoms of nets he had, by the addition of pound and trap nets, fished four times that length which was unlawful and it was only for the most part that the pound was injured, except a small portion of the bar net; and that the bar net, being illegally connected with the illegal pound, the plaintiff could not recover redress for either, and certainly not beyond the injury to the bar net; and that even only the net, simply, and not the pickets could be considered; that the fisheries act, as well as fishery regulations, made pound and trap nets unlawful; whereas, the defendant was clearly within his right of navigation.

The judge, however, overruled the application for nonsuit on these grounds and after the addresses of counsel charged the jury. He said the right of navigation and the right of fishery existed together, that neither is subservient to the other and that each should be so exercised as not, if possible, to interfere with the other. He thought the defendant, having set out his net before getting the license created the presumption in his favor as to the nets he could fish. It did not, however, seem to him necessary absolutely to determine the lawfulness of the whole net for the purpose of this action, because he held that if, for the purpose of navigation, there was room outside to clear the net and for the reasonable navigation of the raft, the defendant, by his servants, could not through misconduct or by neglect or carelessness, unskilfulness or mismanagement do an injury with impunity to the plaintiff's net, if such had been done. But whether this was or not, was principally for the jury. It seemed to him no carelessness or neglect had been shown except by the breaking of the warp. It was shown that the raft would have cleared, but for this circumstance, and that there was not otherwise want of skilfulness or mismanagement. It seemed to depend on this if the defendant had been guilty of negligence by not seeing that the warp was sufficient to bear the tension. They must not conclude, because the plaintiff had suffered loss by the collision that, therefore, the defendant was liable. It all depended on the plaintiff sustaining the charge of carelessness or unskilfulness against the defendant. No evidence had been given as to the usual time a warp would last and what would be reasonable foresight and prudent care in that respect, but they were left to spell it out. If they found for plaintiff they were, from the evidence, to say what the damage was. It did not seem a case for excessive damage, for the defendant had seemed desirous of having the matter settled before suit and he thought any verdict they came to should be rather from evidence of carelessness than from the offer made by defendant who did not seem to be aware of the facts, but anxious to avoid a lawsuit. With further direction in regard to the damage, the jury retired and in about half an hour returned into court and said they could not determine whether the pound was a lawful net and asking for futher instruction from the judge. He had already said that the defendant, being in possession of the set of nets, they must be considered in his lawful possession as against a wrong-doer. The jury again retired and in about a quarter of an hour returned with a verdict for plaintiff for $25,00 and the court closed about 8.30 Saturday night, having been in session five days.

### Maritime Men at Ottawa—Mr McInerney.

OTTAWA, April 6.—It is an admitted fact on both sides of the house that the maritime provinces, taken all in all, send up the best contingent of men to the dominion parliament. Among the latest acquisitions is George McInerney, of Kent, who promises, with a little parliamentary experience, to develope into one of our best debaters. His points are well taken from a conservative way of looking at it. Although while speaking the other night he had a majority of the house in sympathy with him, there were many who took the opposite view. However, he is a forcible speaker, and if he can only show a greater degree of independence by seeing just a little bit of good in the party who sit opposite him, he will wield more influence in the end than the stand he has taken is likely to secure for him. In beginning his speech he chaffed the knight of Oxford and Dr. Landerkin on their parodied adaptations of scenes from Shakespeare, and rallied the member from South Grey, who had applied the conspiracy against Julius Cessar to the case of Sir Hector Langevin's conspiracy against the liberals' Alexander.

At various stages of his remarks Mr. McInerney was interrupted by the opposition, but always managed to give them a Roland for their Oliver. When stating that the liberals had paid most attention in this debate and in discussions generally, to the charging of scandals, several opposition members cried out "Hear! hear!" "Aye," said Mr. McInerney, "the Grits live on scandals, and like the worm, take their color from what they feed on."

He denounced the "unrestricted reciprocity" policy of the opposition during the last campaign, but favored such reciprocity as would be consistent with the honor, the sentiment and the interests of Canada. He reviewed the history of the reciprocity agitation, and the various delegations which, since 1866, have been sent to Washington "to negotiate" for a fair measure of reciprocal trade. "Why do the liberals condemn the government for their inability to obtain reciprocity when they were in power from 1873 to 1878, and were unable to bring it about, though they deputed their ablest man, the hon. George Brown, and sent him to Washington, on such a mission, in 1874;" In 1878 when reciprocity appeared impossible. a new policy was necessitated by the condition of the country—a policy of reasonable protection to the provinces of Canada. The policy had given a market to the Northwest, bridged the Pacific ocean, thrown a railroad across the continent, and now proposed to give a fast Atlantic service to the country. That policy was national in its broadest sense. It sought to unite Canada; promote a national idea, bind the empire together, and make the country worthy of its destiny.

The revision of the fiscal branch of that policy was now in order. On the conservative as well as the liberal side, were men differing on the tariff question. With government supporters it was a matter of degree, for all were united on the basal principle that a fair measure of protection should be afforded the industries of Canada. To use and not abuse the system is the question, and the revision was proposed for the preservation, not the destruction of the protective principle." The abolition of the specific duties is in the interest of the great army of consumers and a timely measure of justice to the poor.

Statistics were submitted to prove that the tariff did not bear heavily on the necessaries of the poor, and the revision was a further stride in that direction.

After discussing the various policies formed by the opposition in late years and successively abandoned, Mr. McInerney taunted the liberals with judging their policies as the Egyptians did their kings—after their death. There could be no question of the result of an appeal to the moderate men of all sections and races in the country, and he felt assured the party would once more and forever, consecrate their triumph of the national policy idea in the triumph of the national policy.

*Continued from last week.*

### JUDGE FRASER'S REPORT ON THE BATHURST SCHOOL QUESTION.

14. The 14th ground of complaint is that in certain of the schools in the county of Gloucester the Roman Catholic catechism has been taught within school hours—that Roman Catholic prayers have been used within such hours in said schools—that Protestant children have been in the habit of kneeling in said schools within said school hours and crossing themselves along with the Roman Catholic pupils—that in one or more instances Protestant children have been forced by their teachers in said schools to so kneel and cross themselves—that in one instance a Protestant pupil in one of said schools was ordered by the teacher of such school to leave the same, because he would not kneel in said school with the Roman Catholic pupils, and the said Protestant pupil did leave the said school under and by reason of such order.

Taking up each of these grounds of complaint seriatim: That in certain of the schools in the county of Gloucester the Roman Catholic catechism has been taught within such hours—I think the evidence shows that the Roman Catholic catechism was taught in certain of the schools in the county of Gloucester during the hour allowed at noon for recreation. This was done by the teacher under the impression and belief by them that such noon hour did not form any part of the school hours of the day and not from any intention to violate the law; I have already stated reasons why I think a teacher might not unreasonably conclude that as the noon hour is stated in the regulations to be 'an hour allowed at noon for recreation,' therefore it was not a school hour, and that he and the pupils with the consent of their parents might employ it as they thought best.

The saying of these prayers, where they were used by permission of the trustees, cannot be said to be in violation of the wording of regulation 22, and in all cases but one, I think it was shown by the evidence that the teachers who used them did so with the permission of the trustees, and in that one case the teacher did not directly apply to the trustees for permission because he was aware of the fact that the former teachers in the same district had used such prayers and the trustees knew he was using them. It is not for me to say that the board of education did not contemplate that the permission granted to the trustees to use any other prayer would be construed by the trustees in such a manner as to permit what are strictly Roman Catholic prayers to be said by the teacher at the opening and closing of the daily school session. All I can say is that the doing of it is not in my opinion contrary to the words contained in the regulation.

Another ground of complaint under this head is that Protestant children have been in the habit of kneeling in said schools within said school hours and crossing themselves along with the Roman Catholic children.

I am not aware that the kneeling by the children in the school during the saying of prayers by the teacher is objectionable, and I will not so far insult the intelligence of the complainant or his counsel as to suppose that that is the gist of this ground of complaint, but confine my remarks to the latter portion of the complaint; that is, that Protestant children were in the habit of crossing themselves along with the Roman Catholic pupils.

It was manifest from the evidence that the Protestant parents in these districts knew that the children knelt in school during prayer time, and that the Roman Cathoric children crossed themselves; and it was quite open to them if they did not desire their children to be present at the reading of the Scripture or the saying of prayers that they could under the provisions of regulation 22 have expressed their wish in writing to the board of trustees that they did not desire their children to be present at such exercise, but no such wish was shewn to have been expressed in writing or even to have been verbally expressed by any Protestant parent to the trustees in any single case; on the contrary, Protestant parents allowed their children to attend at prayer time, and to kneel. I think this ground of complaint has nothing in it.

Another ground of complaint under this head is "that in one or more instances Protestant children have been forced by their teachers in said schools to so kneel and cross themselves."

The only instance in which this was sought to be established was the case of the chid, Lydia May Ellis, a Protestant pupil who swore she was 14 years of age, and at the time of the occurrence stated by her would be about nine years of age. Her evidence is to the effect that when she attended the school in district No. 4, at Petit Rocher, Elm Tree school, taught Philip Boudereau, about five years ago (which would be about 1888), that she knelt at prayers and crossed herself; and that she was told by Mr. Phillip Boudreau the teacher, to kneel, and also to cross herself.

Mr. Boudereau emphatically contradicted the statements of Lyda May Ellis, that he ever required her to kneel, that he ever told her she must cross herself, nor did he ever show her how to cross herself or in any way threaten to beat her if she did not cross herself.

It seems unnecessary to pursue the inquiry of this charge further. I will merely say that Miss Lydia May Ellis' statement as to what she says occurred in the school cannot be accepted as true; she on cross examination distinctly contradicted herself; and I the more incline to this view, as the occurrence seems so improbable in itself—besides if true it might have been corroborated by witnesses—the Corbetts and others who attended school with her, and who the complainant knew were in the school with her—while her own brother, Henry M. Ellis, and Elzear Godin, who went to school with her at the time, state they never saw or heard of the occurrence; and Mr. Boudereau, the teacher, positively swears nothing of the kind ever took place.

I therefore express as my opinion that the evidence does not warrant the statement that Protestant children in any of the schools in Gloucester county were forced by the teachers to kneel and cross themselves.

I think as a general result of the evidence I may state my opinion, formed therefrom, as to some of the questions in brief as follows:—

1st. That no conventual schools have been established in Bathurst town and village in the direction indicated in the complaint, that is, schools which it was sought to have under the control of the Roman Catholic church; but on the contrary that the trustees of both town and village, in securing for school purposes certain rooms in the village convent building, intended that the schools carried on in such buildings should be bona fide carried on, and conducted in all respects in accordance with the common schools act and the regulations of the board of education.

2nd. That the evidence does not establish that there has been any Roman Catholic priestly or clerical interference with the schools in the town or village, or in any of the school districts in the county of Gloucester.

3rd. That the trustees in the town and village districts had not up to the time of my holding the investigation in the town of Bathurst in May and June last discharged their duties as such trustees as efficiently as they might have done in regard to having a satisfactory grading of the schools of the town and village, notwithstanding the constant efforts and directions of the chief superintendent of education looking to that end.

4th That there has been a tendency on the part of the trustees both in the town and village to grant permits to Roman Catholic children to attend the school rooms in the convent buildings in which the Sisters of Charity are teachers to a larger extent than is consistent with the satisfactory grading of the schools in both the public school buildings and the rooms in the convent school buildings, taken as a whole school district; and this I consider largely attributable to the desire of Roman Catholic parents to have their children placed as pupils in schools in which the Sisters of Charity are teachers. The directions and requirements of the chief superintendent of education, as contained in his letters of the 24th of December, 1892, to the trustees of both districts, if fully carried out, would appear under all the circumstances of population, religion and nationality to reasonably meet the requirements of the case and be likely to produce a reasonably satisfactory system of grading in both town and village.

5th. The evidence establishes that several of the teachers in Bathurst town and village have, during the recreation hour at noon, taught the Roman Catholic catechism, and given religious instruction during such hour, after the dismissal of the pupils at noon and before the hour for re-assembling in the afternoon, under the full belief that such hour was not a part of the teaching day. While this was an infringement of the law according to the regulation as I have interpreted it, it was not in my opinion a wilful infringement of it, inasmuch as the teachers who so taught the catechism honestly believed that the recreation hour was no part of the teaching day.

6th. That Roman Catholic prayers have been used at the opening and closing of the school in certain of the schools; but they have been so used with the permission of the school trustees under the wording of School Regulation 22, which permits the use of prayers approved by the school trustees, and Roman Catholic prayers have also been used in a few of the schools at the close of the morning session of the school, and at the opening of the afternoon session, the teacher who used such prayers being under the impression that he or she was to open or close each school session, forenoon and afternoon, with prayer, and not with any intention in so doing of violating the school law or school regulation.

6th. That in a few, but, perhaps, not in more than three or four schools in Gloucester county, which are all situate outside of the town and village districts, the Roman Catholic catechism may have been taught by teachers in the school service during school hours, the instances going back to the years 1878 or 1879 and 1884.

9th. That no Protestant pupil was ordered by the teacher of any school to leave the same because he would not kneel in the said school with the Roman Catholic pupils nor did he leave the school under and by reason of such order.

10th. That some of the Protestants in the town and village object to the licensing of Sisters of Charity as teachers and refuse to send their children to any department in which the teacher is a Sister of Charity.

There may be other grounds in regard to which I ought to express an opinion, but I feel it is unnecessary to lengthen out this report by discussing some minor questions.

The substantial question involved in the investigation was to ascertain whether there had been any infraction of the school law and regulations in regard to the schools in Bathurst town and village and in. Gloucester county; and I have endeavored by taking up each ground of complaint seriatim, and dealing with it according to the evidence, to ascertain whether in respect to the complaint although the complaint itself might not set forth an infraction of the school laws and regulations, there had or had not been an infraction of the school laws and regulations.

My report on each ground of complaint is given above, and will speak for itself.

Many of the complaints presented to me for investigation were stale complaints.

All sorts and kinds of irregularities may occur in the carrying on of the schools in any county, but unless they are brought to the notice of the inspector of schools for the county, and through him to the notice of the board of education, or directly to the notice of the board itself, it would be manifestly unjust to charge the board of education with any direliction of duty in regard to such irregularities.

In so far as any of the Rev. Mr. Thompson's complaints were brought directly under the notice of the board of education, I have in the previous part of this report dealt with them.

In regard to the statement sent me by Patrick Howard and John Alexander, two of the trustees, and Patrick Maloney and other ratepayers of School Districts No. 8 in the parish of Bathurst, under date the 20th of May, 1893, asking for an investigation by me of charges against the trustees of said district in acting in contravention of the non-sectarian principles of the school law in three particulars:—

1. That they had constrained their teacher to teach the Catholic catechism during school hours.

2. In that they had refused to engage a teacher on the sole ground that such a teacher was a Protestant, and

3. That they had compelled their teacher to keep the Catholic holy days—

Mr. Patrick Maloney was called as a witness in support of his statement, and stated that as trustee he never in hiring a teacher made it a condition that the teacher should teach the catechism in the school, nor did he ever refuse to engage a teacher because such teacher was a Protestant; nor did he ever compel the teacher to observe Catholic holy days. He said his children did not, nor did any of the Roman Catholic children go to school on church holy days.

It would not appear to me necessary to make any further observation in respect to the statement sent me from school district No. 8.

I have endeavored, in dealing with all the matters I was empowered to investigate, to get at the facts which bore upon each particular ground of complaint. This was no easy thing to do, owing to the great volume of testimony taken at the investigation and more than half of which testimony I am safe in saying has no bearing whatever on any of the grounds of complaint.

## MARRIED.

On Tuesday 27th March at St. Andrews Manse Mr. Peter Vanadestine to Miss Elizabeth A, Beattey all of Tabusintac.


## REAL ESTATE FOR SALE.

Farm at lower end of Black Brook known as Francis Loggie property. For further particulars apply to

W. S. LOGGIE, Chatham.

22nd Sept. 1894

## AUCTION.

Above lands will be sold at auction in front of Post Office, Chatham, on Monday 7th May at 11 a m.

W. S. LOGGIE

## FOR SALE.

To be sold at public auction in front of the Post Office, Newcastle, on Saturday 28th April, the Hotel and property known as the Daley Hotel, Nelson, N. B. Terms made known at sale or on application to

J. R. LAWLOR, Auctioneer.

Newcastle, N. B. April 4, 1894.

## W. S. LOGGIE

Manchester House.

WE HAVE OPENED A LARGE ASSORTMENT OF ALL WOOL CHALLIES NEWEST PATTERNS

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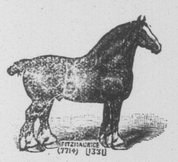
## New Advertisments.

## FITZ MAURICE.

(IMPORTED.)



FITZ MAURICE (7714) [1331]

Vol. XII., B C. S. B. (7714) Vol. V., C. C. S. B. [1331.]

Was the property of Robt, and John A. Turner, of the Clydesdale Ranche Calgary and imported in 1889. Now owned by R. A. Snowball, Chatham, N. B. Color, Light Bay. Foaled 19th May, 1888. Bred by James Grey, Kersie Mains, Stirling Scotland.

Sire, SIR MAURICE (4721) Dam ROSE OF BIRKENWOOD, (4650), by True Blue (1334), gr dam Darling of Birkenwood (761), by Black Comet (60), Gr gr dam Jess, by Sir Colin, (74) gr gr gr dam, Nancy, etc.

FITZ MAURICE, (7714), (1331) is a short legged, stong boned, powerful built horse, with first rate feet and pasterns and faultless action. He has had a most successful career in the show ring, gaining 1st in Stirling, Scotland, in June, 1888; 1st for the best stallion any age at the Calgary Spring Stallion Show held in 1890 when a two year old, beating twelve aged horses; 1st in his class at Calgary Agricultural Society's Show, and the sweepstakes for the best horse of any age or breed on the ground (a silver cup) in 1890; 1st in his class at the Winnipeg Industrial Exhibition held in Sept. 1891 and the Diploma for the best Clydesdale on the ground, beating a lot of very fine horses; and in 1891 he was also 1st at Calgary Agr Society's Show.

His Sire, SIR MAURICE, (4721) is by Lord Erskine, (1744), by Boydstone Boy (111) by Prince Charlie (629) by Vanquisher (890), by Lochfergus Champion (440). by Salmonds Champion (747), by Farmer (284), by Glancer (338), by Young Champion (937) by Boomfield Champion (95), etc This magnificently pedigreed horse won 2nd prize at Inveraire when a foal 2nd at Delbeattie and 4th at the H. A. S. when a yearling, 2nd at Glasgow Stallion Show when 2 year old, was in a show lot that took sweepstakes at Glasgow Stallion Show when a three year old and in 1889 was 4th at the same show. Since being imported Sir Maurice won the following prizes: at the Provincial Exhibition held in London 1st for the best aged stallion Silver Medal for the best stallion any age, and H. R. H. Prince of Wales prize for the best draught horse any age or breed. At the Industrial Exhibition held in Toronto he won 1st in his class and Silver Medal for the best Clydesdale Stallion of any age; at South Ont. Agr. Show 1st for the best aged stallion, and also won 1st at the West Durham Agr. Society's Show (His sire Lord Erskine, is as well known that comment regarding him is almost unnecessary, as he is so universally famed wherever Clydesdales are found that it is useless to detail his record here.)

Prince Charlie (629), the gr gr gr sire of Fitz Maurice is the sire of the dams of the well known horses MacGregor (1487) and McCammon (2818.)

ROSE OF BIRKENWOOD (4650), the dam of Fitz Maurice, is a splendid animal as well as a successful show mare. Among some of the prizes she gained may be mentioned, first and Silver Medal at the H. & A. S. show held in Stirling in 1881; 2nd in Stirling in her class, and 1st for the best blood mare bred by exhibitor in 1884. Her sire is the well known horse True Blue (1334), who was exported to Australia and sold for a very high figure. True Blue is by Farmer (280), by Merry Tom (530), by Rob Roy (714). He is a half brother to the well known horse Druid (1129) who beat Darnley (229) at the Royal International show held in Kilburn in 1879, and also MacGregor (1487) at the H. A. S. show held at Kelso in 1880. Farmer (280) was one of the best stock horses in Scotland. Among some of his progeny may be named Darnell (234) winner of the first at the H. & A. S. show at Glasgow in 1875, and 1st at Glasgow