

PROVINCIAL NEWS

HOPEWELL HILL, Albert Co., Oct. 18.—A German sailor from the Norwegian bark Nova Scotia was brought to Albert a few days ago for medical treatment. The young man is suffering from a severe attack of rheumatic fever, and will not be able to go back in the vessel. Dr. S. C. Murray is attending him.

Isiah Daniels, a prominent citizen of Portland, Me., is visiting his former home here. Mr. Daniels is one of the many Albert county boys who have had successful careers abroad. John W. Peck of the Curtis Business unit-ary is here this week in the interests of that institution. Ira Richardson, who has been spending some months with relatives in this county, returned this week to his home in New York.

RICHIBUCTO, Kent Co., Oct. 18.—The annual meeting of the Richibucto school district was held on Saturday. Rev. H. A. Meek was elected chairman. The secretary's report was approved. The district was reduced \$200 during the year. There is a balance of \$774 on hand. Fred Sayre, the retiring trustee, was unanimously re-elected. An assessment of \$11,000 was voted for next year.

CORN HILL, Kings Co., Oct. 18.—The dry weather has given the farmers a good chance to house their potatoes. The crop is light. The cheese company has made an other shipment to T. J. Dillon. Rev. F. G. Harris attended the opening of the F. B. church at Lower Ridge on Sunday. A large number of the friends were from Corn Hill. B. H. Nobles of Sussex and G. F. Currie of Albert were also present.

ARTHUR BRANSCOMBE, who graduated at an American business college in May last, and has been in Boston since, will take a position with the Nova Scotia Banking Co. in Sussex. Mr. Branscombe has received word from his son Edward, who is in St. John hospital, that he will have to have his leg taken off. There is a white swelling about the knee. Much sympathy is felt for the young man, who about three years ago got his hand in a threshing machine and had to have his arm taken off.

MISS EDNA FLOYD, who had charge of the school at Corn Hill East, has had, in consequence of illness, to go to the St. John hospital. Dr. Fleming of Pettaudiac pronounced her illness to be typhoid fever. Miss Annie Cochran of Pettaudiac has taken the school work.

GRAND MANAN, Oct. 18.—Wellington Green of Two Islands lost a large smoke house by fire on the 17th inst. It contained seven or eight thousand boxes of smoked herrings, the fruits of his season's work.

HON. A. H. GILLMER came over to the island on the 6th inst. in the Curlew, accompanied by his granddaughter and two lady friends. He was here on business connected with the regulations for the lobster fishery in the waters of this island.

Mrs. Atkinson of Moncton, organizer for the W. C. T. U., has organized branches of that society at Grand Harbor and North Head. She spoke from the pulpit of the Free Baptist church, Grand Harbor, on the evening of the 8th inst.

"The Emeralds," J. Parsons Smith and Prof. J. G. Miller, are on the island. The Adventists of Woodward's Cove have chartered a vessel to go to St. Stephen for lumber for their new church.

Herrings are still very scarce, and the weirs and net fishermen are not doing much now. Three thousand pollock were taken out of a weir off Woodward's Cove on the 10th inst. The silver hake have now put in an appearance and, added to the depositions of the pollock, are driving the herrings about, to the disgust of the fishermen.

Sub-Collector Charles Dixon of North Head is away to Boston on a vacation. His place at the boat landing is being filled by Customs Officer McLaughlin.

FREDERICTON, N. B., Oct. 20.—At the conference between several members of the university senate and the faculty on Wednesday night all those present agreed that an absolute stop should be put to every form of initiation of freshmen, and the senate agreed to uphold the faculty in any measures the latter might deem necessary in the enforcement of discipline at the college, but nevertheless a majority of the members of the senate present thought that the severity of the measures taken in this instance might seriously injure the institution at the present time, and urged the faculty to be more lenient. On Wednesday afternoon the students implicated in the affair of last week apologized to the ladies and sent a formal apology to the faculty. At the same time a petition was presented from the ladies asking the faculty for leniency in the students, and a similar petition was signed by nearly all the students in the college. The faculty met at one o'clock today and had a lengthy session. It is said that after much debate and discussion of several propositions, it was decided to amend the penalty of expelling imposed upon the senior students, Sweeney, McKenzie, Batabrooks, Burden and Green, and instead to suspend them until after Easter, which practically means that the students will lose this year. The former penalty of suspension until December 1st of the fourteen other students will be undisturbed.

CIRCUIT COURT.

Domville M. P. Versus Klondyke, Yukon and Stewart Pioneers, Ltd.

The Claims of the Plaintiff in All Amount to Over \$16,000.

A Set-off to the Extent of \$95,738 Filed by the Defendant Company, Who Contend They Were Justified in Dismissing Plaintiff from Their Service.

The case of James Domville, M. P., against the Klondyke, Yukon and Stewart Pioneers, Limited, was begun before Judge Landry at the circuit court on Friday morning. In opening the case for the prosecution, C. J. Cosper read the agreement between the plaintiff and the defendant company made in London in 1887, when the plaintiff was accepted as explorer for the company. Under the terms of the agreement the plaintiff was to receive a salary of \$1,500 a year, payable quarterly. The contract was for three years, with a condition to be continued for two years longer if agreed to. The plaintiff alleges that in November, 1888, he was requested to resign, and was discharged to go to the following day, and to September 23rd, 1888, and he claims that even if the company were justified in dismissing him in November of the same year they are bound to pay him salary up to the following day. In addition to the money due him until the term of the contract expired the defendant company owe him \$850 for money lent by him to it, and also for expenses incurred by him in going to England after his dismissal, when he sought to have a meeting of the stockholders called and the real conditions of the affairs of the company explained to them. In all the claims of the plaintiff amount to over \$16,000.

The defendant company have filed a set-off to the claims of the plaintiff, as follows: To commission improperly allowed and paid Archie McLean on goods purchased \$2,500. Loss of profits on trip of defendants' steamer James Domville by improperly overloading her with whiskey and thereby stranding her contrary to defendants' orders \$10,000. Plaintiff's breach of each and every duty and obligation imposed on plaintiff by said contract, \$50,000.

Loss of profits of trips of said steamer constructed by Reed Perry and leaving to defendants' order and carrying her with no one to manage her, \$10,000. One-sixth interest in the profits derived by plaintiff from the seven timber limits belonging to the following \$800. Cash proceeds of sale of Edmundston railway charter, property belonging to defendant and retained by plaintiff, \$2,500.

One-third of the profits of the sale of the whiskey and other spirits in the transaction known as the Brad, Burr and McLean deal, \$3,333. To the plaintiff's undisclosed interest in the charter applied for by one Etchevise for the Northern Commercial Co., having among its objects the construction and operation of a line of telegraph to Dawson City, \$4,000. To the plaintiff's interest in the commission of merchants supplying the defendant company, \$1,000. To plaintiff's interest in the electric light concessions in Dawson City, \$1,000.

To plaintiff's interest in the Hector McAulay White Horse Tramway charter, \$1,000. To loss occasioned defendants by defendant's failure to pay plaintiff without remuneration, and contrary to defendants' instructions, the steam launch of one Isaac Burpee from St. Michaels to Dawson City, and also in furnishing her with supplies \$800. To moneys received from liquor permits and due and owing the defendant under said contract, \$500.

To moneys of the defendant company advanced Reed Perry and not returned to defendant, \$1,500. To commissions received by Harry Domville and which properly belong to the defendant, \$1,500. To amount of promissory note for \$2,043, draft on 30 defendant and interest in legal deal, \$1,000.

The defendant company also claim it was justified in dismissing Colonel Domville on account of his conduct, and that they were induced to make the contract by the plaintiff warranting that he was reasonably competent to perform the services as manager of the company, which he was not; and that by his negligence, carelessness and inefficient conduct the company suffered great loss.

MR. COSTER criticized these statements as false and disabused, and said that the company would not be able to prove one bit of it. Furthermore, the plaintiff would be able to show that he was able to get for them very valuable timber lands from the government, and was also able to get their expedition through to the Klondyke when other expeditions failed, and when travelling was very dangerous and difficult. He also built for them a steamer and carried out everything for them successfully. After he had procured all these things of value for them the company dropped him and even threatened to go into liquidation unless he resigned.

MR. COSTER spoke at some length, and then called upon Col. Domville, who testified as to entering the employ of the defendant company in 1887 and getting instructions from the Klondyke under the terms of the agreement.

COL. DOMVILLE was examined by Dr. Pugsley, Q. C., and detailed the working of the agreement with the defendant company. He arrived in England on 22nd October, 1888, and on that day or the 24th, went to the company's office. He went to get instructions to explain the requirements of the business and see how

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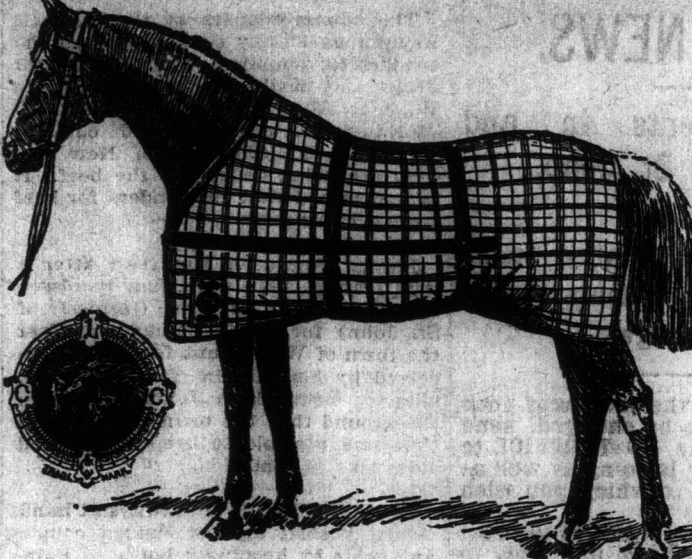
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THE MARKETS.

Revised Every Monday for the Weekly Sun.

Table listing various market items such as Flour, Meal, etc. with prices per bushel or barrel.

Table listing various market items such as Butter, Eggs, etc. with prices per pound or dozen.

MR. TARTE MUST GO.

(Toronto Mail.) We do not wish to pass judgment on Mr. Tarte, except upon indisputable evidence. Such evidence we have before us, and we say that Mr. Tarte is not to be trusted. And the time to deal with him, and his like is when we have in our hands the report of his power for evil. Later on it may be more difficult to deal with traitors.

The great question for Canada to decide today is its policy towards Mr. Tarte. Tarte must be borne in mind, is a member of the cabinet. Indeed, he has assumed the authority of the prime minister, for without consulting Sir Wilfrid Laurier or his own policy, he has announced that policy was such as we have already outlined—disloyal and treasonable to the empire. Now the great fact to bear in mind is that Mr. Tarte presumes to speak for the people of Canada in this matter. The utterances of Tarte, personally, are of little account, but Tarte is assuming to speak for the dominion of Canada. Do Canadian editors accept the policy announced by Mr. Tarte? Do they profess that Canadian editors should go to the front as hired Swiss? Do Canadians approve of the cabinet being dominated by a man who, in an emergency, would side with France, a possible enemy of England, rather than with England? Do they approve of the cabinet being dominated by a man who would duplicate Schreiner when the occasion offers? As long as Tarte remains in the cabinet so long will the odium attaching to him be chargeable to the government and to the people who clothe him with official authority. There is only one method by which Canada can atone for the injury its procrastinating and doubtful policy has already inflicted on imperial interests. The author of the mischief must be cashiered. Tarte must be dismissed from the cabinet, such a man has no place in any British cabinet, especially at a time when the loyalty of the empire is every British subject's first duty. If the government will not eject Mr. Tarte, the duty will devolve upon the people at large.

A Christian Science school for boys has lately been established at Stamford, Conn. EVERY DRUGGIST in the land sells Pain-Killer. The best remedy for sprains and bruises. The best remedy for cramps and colic. Avoid substitutes, there's but one Pain-Killer, Perry Davis'. 25c. and 50c.

HORSE

Blankets All styles All prices -AT- H. HORTON & SON'S 11 Market Square.

Table listing various market items such as Buckwheat meal, Cornmeal, etc. with prices per bushel or barrel.

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