Medical.

Vegetine

Purifies the Blood, Renovates and Invigorates the Whole System.

Its Medical Properties are Alterative, Tonic, Solvent and

Diuretic. VEGETINE is made exclusively from the julces of carefully selected barks, roots and herbs, and so strongly concentrated, that it will effectually eradicate from the system every taint of Scrotules Scrotulous Humor, Tumors, Cancer, Cancerous Humor, Eryspielas, Salt Rheum, Syphiltic Diseases, Canker, Faintness at the Stomach, and all diseases that arise from impure blood. Sciatica, Infammatory and Chronic Rheumatism, Neuralgis, Gout and Spinal Complaints can only be effectually cured through the Slood. For Ulcers and Eruptive Diseases of the Skin, Pustules, Pimples, Blotches, Boils, Tetter, Scaldhead, and Ringworm, Vugetine has never failed to effect a permanent ourse. For Pains is the fact, sidney of Chronic Rheile, Page 19 Pains is the fact, sidney Conflaints, Draffey, France Weakness, Lucocarbada, and Greenal, Designey, France Weakness, Lucocarbada, and Greenal, Designey, Painter Weakness, Lucocarbada, and Greenal, Painter Weakness, Lucocarbada, and Lu

DROFSV, FEMALE WEAKNES, LEUCORRHERA, Arising from internal ulceration, and uterine diseases and Gemeral Debility, Vegetive acts directly upon the causes of these complaints. It invigorates and strengthens the whole system, acts upon the secretive organs, allays infiamation, cures ulceration, and regulates the bowels.

For Catarrie, Dyspersia, Habitola Costiveness, Paleitation of the Heart, Headache, Pless, Natiousness, and General Preservation as the Vegetive given such perfect satisfaction as the Vegetive. It purifies the blood, cleanes all of the organs, and possesses a controling power over the nervous system. markable cures effected by VEGETINE have amilies.

In fact, Vegetine is the best remedy yet discovered for the above diseases, and is the only
reliable BLOOD PURIFIER yet placed

READ THE FACTS.

TORONTO, April 3, 1880. 5 Bear Street. MR. H. R. STEVENS, Boston, Mass:— Sir—I have much pleasure in bearing testimon Sir—I have much pleasure in bearing testimony to the efficacy of your invaluable family nedictine, Yearstrus. For three years I was a great sufferer from Chronic Rheumatism and Derangement of the Kidneys, and, after testing innumerable so-called remedies, in the Spring of last year, I was recommended to give the Vacatine at I did so, and in the opurse of three months found that a perfect currhad been effected, and I am now, thank God, in full ed. opyment of the best of Health. I consider it the most effective remedy for the distressing complaints just mentioned, and for Indigestion, Billiousness, and Liver Disease. It is very pleasant to take vitalizing and invigorating. I can nost confidently recommend it, knowing the great benefits I have derived from its use, and consider I cannot overstate its great and important value to those similarly afficted as I have been.

SUPERIOR BLOOD PURIFIER.

TONIC FOR THE STOMACH THOROLD, ONT., Jan. 13, 1880. H. R. STEPHENS, Esq.:

I have great pleasure in certifying to the great behefits which myself and family havederived from the use of your excellent medicine, Vederins. I sensider it a superior blood purifier and tonic for Yours truly, I H SIMPSON. Yours truly,
J. H. SIMPSON,
Master West Side Public Schools.

Vegetine is Sold by all Druggists.

EXHIBITION. AN EXHIBITION OF

- LIVE STOCK, FARM PRODUCE, MANUFACTURES, & ARTS-

open to the Maritime Provinces, will be held in St. John on Tuesday, Wednesday, Thursday and Friday,
The 5th., 6th., 7th., and 8th October, next.

The splendid new and Permanent Exhibition Bullsing erected on the Barrack Grounds in conditions new Sheds and Stables for Stock, will afford ample accommodation and protection for all exhibits. The Deep Water Terminus of the Intercolonia R. R. is close to the Exhibition Grounds, and Goods and Stock will be landed from Cars or Steamboats and placed on Exhibition with very little trouble or excense. or expense.

Exhibitors will be required to pay the freight from any part within the Province to St. John, one

a the meantime. imited number of care-takers of Live Stock e passed free to and from St. John. of space for the purpose
the same, are requested to make written application to the Secretary for Agriculture before the
16th September.
The accommodation for holding the Exhibition

ited. An office will be opened on and from the 1st September in the city Building, St., John, in the personal charge of the Secretary for Agriculture, and blank forms and all other information may be obtained on application by letter or otherwise at that offige or to the Secretaries of the different Agricultural Societies, or at the office for Agriculture in Fredericton.

EXHIBITION.

A LARGE EXHIBIT, are requested to make early application, it being desirable to locate the large exhibits as soon as pos

MAIL CONTRACT.

TENDERS, addressed to the Postmaster Ge all will be received at Ottawa, until Noon, FRIDAY.29th OCTOBER. for the conveyance Her Majesty's Mails, on a proposed Contract four years, once per week each way, between CHATHAM AND ESCUMINAC rom the first JANUARY next. Conveyance to be nade in a suitable vehicle drawn by one or moreorses, subject to the approval of the Postmaste.

Beneral.
The Mails to leave Chatham on Thursday of each
week at 8 o.clock, a. m., reaching Escuminae in
seven hours and fifteen minutes from hour of despatch.
Returning to leave Escuminac on Friday of each
week at 7 o'clock, a. m., reaching Chatham in seven
hours and fifteen minhtes from hour of despatch.
Printed notices containing further information as
to canditions of proposed Contract may be seen,
and blank forms of tender may be obtained at the
Post Offices of Chatham and Escuminac. JOHN McMILLAN, P. O. Imspect

Post Office Inspector's Office, St. John., Sept. 15, 1880. Sep22-3w MANCHESTER HOUSE.

JUST OPENED: 25 Doz. Doz. Doz. Ladies' Bonnets, and Hat Shapes. Ladies' Rubber Gossamer Waterproofs Ladies President Cloth Mantles Ladies Knitted Wool Vests, Promenade Sacks, Shawls, &c. 2 Gross Jute Switches.

Gold and Black Brocaded Silk. W. S. LOGGIE,

Farm for Sale.

The Subscriber offers for sale the Farm sit on the Great Roadleading to Fredericton, in Parish of Blillfield, County of Northumber 200 ACRES There is a good house, outhouses and barns. n the premises.
For further particulars apply to
MRS. ANN KELLY. Blissfield, June 9, '80.

SPIRITS AND RYE WHISKEY.—Arrived from Toronto: 15 barrels Goderham Worts' Pure No Toronto: 15 barrels Goderham Wort. Spirits, 65 per cent. o. p.; 35 barrels Goderworts' finest Rye Whiskey. JOHN W. NICHOLSON,

Miramichi Advance.

CHATHAM, - - - SEPTEMBER 30, 1880. British Wood Trade.

inst. publishes the following Board faithful work of Mr. Wilkinson and of Trade Returns of wood imports into the junior counsel at St. John, the re-Great Britain for the eight months end- sult might have been different. ed 31st of August, 1880, compared with the corresponding period last year :-

EIGHT MONTHS ENDED 31st AUGUST.
QUANTITY.
1879. 1880. Timber (Hewn.) Loads. Total..... 856,997

Other Countries 160,194 Total......1,846,707 2,326,404 Staves (all sizes).... Mahogany (tons).... 56,535 23,362 65,093 24,370 The same returns give the following

Total of Hewn Timber £1,832,504 £3,339,290 5,909,682 Staves and Mahogany show little difference in value this year compared with last. The increase of imports from Russia

as much as might have been expected in response to the general revival of business. Were it not for the heavy supplies from Northern Europe there would now be something of the old-time profits in the New Brunswick lumber usiness. Referring to the ample supplies of Wood goods in Great Britain the Journal says :-

the Journal says:—
We have been seriously remonstrated with, sub rosa, by men eminent in the trade as too incredulous of the actual state of affairs abroad, and the impending difficulty of getting the enormous requirements of this country supplied without submitting to a formidable increase in the cost of wood produce. Our only appell has been to the facts as they arise, and which it is our business to record in the interest of the trade: and it has appeared to us through. our business to record in the interest of the trade; and it has appeared to us throughout the season thus far, that, if one country fall short in its exports of timber, our markets would be amply replenished by the superabundance of another. But in point of fact, so far from finding any difficulty in obtaining our customary supplies from Sweden and Norway, they have deep depring forward in nositive profusion. Trade give us even an approximation to faithful returns. Against the possible as to Sweden, no substitute is required to

exports have, so far, been on contract account, at prices which have not left nch of a margin for our operators and shippers, and now, when consignments are to go forward on the market, it is disappointing to learn that its con-

dition is sensitive, if not weak.

JULIUS L. INCHES,
Secretary for Agriculture.
aug23

The R. C. Buildings Insurance Case. So much of our space is devoted to the case of the Bishop of Chatham vs. the Western Assurance Company, and the evidence so clearly develops its merits, that it is scarcely necessary for us to do more than direct attention to the matter. While this of the modes of effecting insurance and, therefore, be a public benefit, it cannot fail to impress'the reader with the contrast presented between the two companies which had the risks on the Roman Catholic buildings at the time they were destroyed in 1878. Mr. Henry Jack of St. John is to be congratulated on representing a corporation disposed to act in good faith towards its patrons. The fact that the North British and Mercantile Company paid what it was entitled to pay, when it might have sought to evade its responsibility, is to

the acts of its general and special agents and seeking, in all the technicalities tions under a contract which no honest man would dare to repudiate. It is a ortunate thing, in the interest of anxiety to secure the Bishop's premiums on that occasion was only surpassed by their eagerness to stultify themselves when a loss occurred, as they are shown to have done by the evidence in the cause, which has resulted in so fitting a rebuke of their course. His Honor, Mr. Justice Duff, charged to the point and

His Honor in commencing the charge, have captured. the case was an unusually complicated one. That the Bishop was so successful in it was, of course, mainly due to the justice of his claim, but The Timber Trades Journal of 11th | had it not been for the earnest and

> A CHANGE: -Those of our people who have occasion to travel between Chatham and Bay du Vin are much inconvenienced by the fact that some of the 229,980 principal bridges which were carried 464,539 away by the start that some of the away by the storm of last Autumn are not yet restored. They very naturally contrast this state of things with the experiences of the County when Mr. John McMahon, Jored Tozer, Kelly was a member of the Government, Daniel Lewis' Donald McLeod. and cannot but be unanimous in the 220,120 the public the accommodation they are entitled to. This condition of things

The Canadian Pacific.

OPINIONS OF THE PRESS.

Sir John Macdonald and his colleagues have done their work well, with enemies at home seeking to discredit their efforts, and even carrying the war into a certain section of the British press. Theirs was a task of more than ordinary difficulty, and them as it will be satisfactory to the people of the Dominion who have waited for this happy result with the keenest anxiety.

(Globe.) Reports from London say that some F. E. Winslow, Esq, Chatham. of the details, and we venture to say that nothing definite or final has been agreed The announcement that the House will not meet till February strengthens this view of the case.

(The Times.)

LONDON, Sept. 17.—The Times editorial to-day says : "Portions of the Pacific ample stocks for the country to go on with the new the new the icy hand of winter closes up for this year the great sources of our timber supply.

We may add that cable advices of the present week indicate that deals the present week indicate that deals.

CHATHAM, 16th January, 1878.

W. W. Street, Esq., St. John.

Dear Sir:—I have seen his Lordship and if it turns out that the property is and if it turns out that the property is not insured, I will most likely send an apthe present week indicate that deals and other lumber are receding in price. At Messrs. A. F. & D. Mackay's usual sale reported on 11th inst., three car- continual increase in British Columbia goes of New Brunswick deals were populousness bids fair to swell the traffic offered and sold at fair prices, but we returns daily more and more. So, too, the learn by letter that at the next sale by stages, not only through the fertile belt of

rience. The through railway is in the trial will lead to a better understanding | Columbia and Canada. No arrangement | received a letter or application for the in- of Newcastle I would probably, have rewould be tolerated by the former which journey. Vigor in prosecuting the rest would provoke instead of assuaging suspicions. A very different question is, other witnesses to be examined. whether the Dominion would not have handsomely enhanced price. Individual receive it. shareholders have to exist upon the proceeds of the enterprises upon which they justice, that the Western Insurance embark. It is little comfort to them when in the cause.] Company made a special agent of a they are hungering for immediate dividends clear-headed, prompt and methodical that the prophetic eye can see thousands ousiness man at Chatham in January of miles of railway studded with villages, British and Mercantile Insurance Com-1878, when it became so anxious to farmsteads and cities which have all paid pany at St. John, testified that he received, proceeds, himself. The Bishop's claim when the fire occurred secure the Bishop's risks; and it is a heavily to the Company for the ground at St. John a letter from Mr. Winslow against the North British on account of Mr. Thomson argued on this point and that particular risk. This letter was commentary on the Western people's they stand upon and pay more heavily con- enclosing the Bishop's application for inleft the jury on no uncertain ground as willing to help to provide Manitoba farmether the letter or application.

failure almost impossible. As stated by ates of their customers the game they low's letter covering these was addressed tion and plan shewn to him by Mr. Jack, "Street I will take \$10,000 each," and tion being addressed to Winslow as agent of Northumberland Circuit Court

> Before His Honor Mr. Justice Duff. THE CASE OF THE ROMAN CATHOLIC RISHOP OF CHATHAM VS. THE WESTERN ASSURANCE The case of the R. C. Bishop of Chatham

vs. the Western Assurance Company, occupied the Court from Saturday 18th until Wednesday 22nd. F. E. Barker, D. C. L., Q. C., Wm. Wilkinson, Q. C. and R. F. Quigley, B. C. L. appeared for the Plaintiff, and S. R. Thomson, Q. C. and I. Allan Jack, Esq. appeared for the defence.

sworn was composed of

R. F. Quigley, Esq., opened for the wish that a man of his push and power plaintiff, stating the claim of the Bishop TESTIMONY OF F. E. WINSLOW'. ESQ.

The first witness called was F. E. and Sweden and Norway, especially of has gone on so long that although we Winslow, Esq., of Chatham. He resided in and Sweden and Norway, especially of sawn goods is remarkable, and in view of the supplies flowing into Great Britain from those countries, it is not difficult to understand that although Canadian deals have gone forward only moderately, prices have not advanced with and well paid for the performance of public duties.

A. C. Bishop of Chatham. He resided in Chatham in 1878 and knew the buildings of the Bishop which were destroyed; Knew Warwick W. Street, agent for Western Assurance Company, also Henry Jack, agent of the North British and Mercantile Insurance Company; was acting in the town of Chatham and our two groups of buildings in question, west of St. John of buildings in question, west of St. John Street, marked thereon as "Convent" and previously as agent for both 1878 and knew the buildings in 1878 and knew the buildings of the Bishop which were destroyed; Knew Warwick W. Street, agent for both 2878 and previously as agent for both 1878 and knew the buildings of the Bishop which were destroyed; Knew Warwick W. Street, agent for both 2988 ag moderately, prices have not advanced with and well paid for the performance cantile Insurance Company; was acting in Structure as much as might have been expected of public duties. these companies and also for the Stadacona and Royal companies. Mr. Street had the above was put in and read as follows:been acting for the Stadacona; witness

> WARWICK W. STREET, ST. JOHN, AGENT FOR NEW BRUNSWICK.

January 14, 1878. agreement has been signed in regard to the Canada Pacific Railway, but nothing is said of the details, and we venture to say that

P. S.—Other companies are after this. To F. E. Winslow, Chat After receiving this letter on 15th America, Russia has boomed up with more than usual resources, and by the aid of steam is invading our markets in force, and steam is invading our markets in force, and of steam is invading our markets in force, an

> plication. Yours, F. E. Winstow. P. S.—The Bishop, I think, will give plication.

> ne a preference.
>
> Witness duly mailed the above and on the following day he received a reply as follows:—
> (Same heading as before.)

Continent. The bulk of our lumber the undertaking do not venture to say so after receiving the above letter, and made with them. much for the 630 miles between Lake its contents known to him. The Bishop Nipissing and Thunder Bay. By common and he agreed about the insurance and meent this is the pauper that the rest of that the rate of premium was to be 1% for had returned a copy of the plan of the wilds which this section has to traverse he examined the premises thoroughly him to put a specified amount on each proof of loss. may possibly develop unexpected capaci- the group embracing the Bishop's residence, building, so as to make up the \$20,000 on ties of wealth. In the existing state of Cathedral and Christian Brothers' College, the whole, and that the plan was to be information the utmost to be said for its and also the group in which the Convent returned to Mr. Jack with the several title to a railway, is that it is a necessary and Sisters' schools were located. The amounts marked on the buildings? link in the through traffic between Canada Bishop shewed witness through these and British Columbia. In summer it is buildings in connection with the insurance and I have no doubt I talked it over with lonely and desolate. What it is in winter, risk and said he wanted \$10,000 on each the Bishop. I told him the company rehow yet more savage and dreary, none can block. He said he wanted \$10,000 payable quired the amounts to be apportioned, say with authority, for no Englishman | to Lawton of St. John to secure a mort- and he sent the plan back to me. I think I say with authority, for he Enginement to Lawton of St. John to secure a more seems to have ventured upon the experience. The through railway is in the bond. It is an element in the basis of the note for it to witness, and witness was to bond. It is an element in the basis of the treaty of political union between British treaty. Witness subsequently Feby. Had it not been directed by way in that year, and previously. Witness subsequently Feby. Had it not been directed by way such in that year, and previously. Witness case to contain any of the elements of a 723, and for its highest \$348,000. surance from the Bishop and forwarded it ceived it on 14th Feby. would put off to an indefinite future the with a letter of his own to Henry Jack, completion of this unpromising stage of the agent of the North British and Mercantile Thomson as to his agency for the North sent the telegram "Street and I take \$10-Company.

SERVICE OF PAPERS, ETC. been wise to retain for itself this especial burden and not endeavor to throw it upon Willet & Quigley, St. John, testified that ary for applicants to pay premiums at the European capitalists. If they accept it he served a lot of papers on W. W. Street time they applied for policies. Witness' they do so solely because they believe the on 8th March 1878, at the office of the rule was to forward applications, deliver dose to have been sweetened to an extent latter in St. John. Witness told Street the policies when received and pay the application and plan, to Mr. Street before which will be very costly to Canadian taxpayers; but a State is long lived, and can
afford to wait for its profits provided that

that the papers were the proof, the Bishop's
loss, and if any further proof was required,
afford to wait for its profits provided that its credit and calculated to increase pub- when they come they will recoup its losses Witness did not recollect that Mr. Street course or from Mr. Street either. sooner or later. The hope is that the made any reply. He never applied for In re-examination by Dr. Barker, witness British Insurance Companies during business in this country.

The Western Assurance Company, on the other hand, presents the spectacle of the other hand, pr a large and wealthy corporation denying the acts of its general and special agents in gembarrassments. On the other hand and seeking, in all the technicalities of momentary emancipation from engineer in gembarrassments. On the other hand it does not follow that this profit will fall had been made to him or the Western. and seeking, in all the technicalities recognised by courts and available to our most astute lawvers, to evade its obligatake the concession off their hands at a handsomely enhanced price. Individual receive it.

Street agent of the Western being anxious receiving them, but sometimes not for a any privity there was was with the North to secure the risks of His Lordship, the

Mr. Quigley, had prepared the case They may be trusted to know how to February, '78.

agent of the Western.

would connect the whole together.

Снатнам, N.B., Feb. 7th, 1878.

CHATHAM, N. B. Dear Sir :- In accordance with the inti-I remain, dear sir, very truly yours,

R. C. Bishop of Chatham Mr. Winslow's letter accompanying

Chatham, 7th February 1878 made application for policies, delivered policies and collected premiums. application for loss (one) was also made through him—he had but one loss. Mr. Street acted for the Stadacona and the Western after the St. John fire. Witness received the following letter from Mr. Street.

[Incorporated 1851.]

WESTERN ASSURANCE COMPANY.

(Names of officers, etc., are inserted here.)

(Names of officers, etc., are inserted here.)

TORONTO, CANADA.

(Names of officers, etc., are inserted here.)

The policies and collected premiums. application just rec'd—6.30 p. m. He has been given by Judge Routit was not competent for the Plaintiff to give evidence of it without to be taken by surprise in this way, as they did not come to answer a case of waiver. The point was further discussed, Dr. Barker quoting authorities in support of his position and the evidence was finally admitted, subject to objection.

Western would probably do so too, if the side of the Bishop's insurance, and at last, he told him be did not wish to supplication the Plaintiff to give evidence of it without to be taken by surprise in this way, as they did not come to answer a case of waiver. The point was further discussed, Dr. Barker quoting authorities in support of his position and the evidence was finally admitted, subject to objection.

Western would probably do so too, if they did anything. Witness never asked they did anything. Witness never asked there was no allegation of waiver in the Plaintiff to give evidence of it without to the subject of the Bishop's insurance, and at last, he told him be did not wish to suppting about it. He never said to Mr. Calm if the North British pursued that the Western would pay the claim if the North British pursued that quoting authorities in support of his position and the evidence should not wish to subject to the Bishop's insurance, and at last, he told him be did not wish to subject to the Bishop's application of tweit with the Plaintiff to give evidence of it without to the plaintiff to give evidence of it without thousand on each—in favor of the Bishop.

The risk is quite isolated as regards other buildings and great care has been taken in way of precantion against fire, and 1 think it a good risk—the best in town.

Yours truly,

F. E. WINSLOW

telegram sent to Mr. Winslow in response against the Western in June. St. John, Feb. 8th, 1878.

o F. E. Winslow, Chatham.
Street and I take ten thousand each. as to Sweder, in Substitute is required to supply her deficiencies, at least up to the time we write, and, if it be fair to judge of the remainder of the season by that portion of it which is past, there will be ample stocks for the country to go on with when the icy hand of winter closes and profits. The Prime Minister and his the supply hand of winter closes and profits. The Prime Minister and his the would give witness's application the preference. He thereupon, wrote as follows:—

CHATHAM, 16th January, 1878.

CHATHAM, 16th January, 1878.

CHATHAM, 16th January, 1878.

In cross-examining Mr. Winslow, Mr. latter desired the Bishop to apportion the amount at risk on different parts of the

Question by Mr. Thomson-In that con-

Witness-I think that was in the letter,

[Preliminary proof was here put in and month—with Mr. Jack two months would British; the Bishop did not accept the latter applied thro' Mr. Winslow, for inread, as proof of loss, but not as evidence in the cause.] sometimes elapse. Witness never collecting the cause. I sometimes elapse. Witness never collecting was dropped; there was a letter of 16th suggestion. TESTIMONY OF HENRY JACK, ESQ.

Henry Jack, Esq., agent of the North British and Mercantile Insurance Comany at St. John, testified that he received, tt St. John a letter from Mr. Windle and as for this insurance, he had agreed with the Bishop's claim when the fire occurred

""TESTIMONY OF HENRY JACK, ESQ.

And as for this insurance, he had agreed with the Bishop to take his note and discount in the ferometric of 16th permanent of 16th proper is the strength of 16th proper is the suggestion and at the request of Mr. Street. In regard to Mr. Street's second letter, it was a special direction and authority from him and of the office he represented to the instrument of 16th teleman therefor, acting on the suggestion and at the request of Mr. Street. In regard to Mr. Street's second letter, it was a special direction and authority from him and of the office he represented to the instrument of 16th teleman therefor, acting on the suggestion and at the request of Mr. Street's second letter, it was a special direction and authority from him and of the office he represented to the instrument of 16th teleman therefor, acting on the suggestion and at the request of Mr. Street. In regard to Mr. Street's second letter, it was a special direction and authority from him and of the office he represented to the instrument of 16th teleman therefor, acting on the suggestion and at the request of Mr. Street's second letter, it was a special direction and authority from him and of the office he represented to the first of 16th and the request of Mr. Street's second letter, it was a special direction and of the office he represented to the first of 16th and the request of Mr. Street's second letter, it was a special direction and of the office he represented to the first of 16th and the request of Mr. Street's second letter, it was a special direction and of the office he represented to the first of 16th and the request of Mr. Street's second l

stantly still in fares for transit to and fro.

Perhaps it may be found practicable by at Chatham. The plan was handed to of the Law firm, of Willet & Quigley, St.

RICHARD F. QUIGLEY, ESQ.

against the Western on the telegram of Mr. Jack, or that, at most, it would com.

Agricultural Company, and having done so breaking the undertaking into sections to Mr. Street for his clerk to make a copy John, was the next witness called. Afmoderate the splendid risks of a railway of of it, and a copy was made by Mr. Frink, ter giving evidence as to his knowledge The telegram was not considered final as surance. His Honor said he would direct some thousands of miles, on which the traffic of the fruitful shores of Lake Winnipeg and that of the unknown wildernesses on the north of Lake Superior are

not it, and a copy was made by Mr. Frink, the clerk in Mr. Street's office. Witness the clerk in Mr. Street's office. Witness did not remember seeing the plan afterwards. Witness was of opinion that Mr. nesses on the north of Lake Superior are

not it, and a copy was made by Mr. Frink, the regiving evidence as to his knowledge of the loss, the agency of Mr. Street and Mr. Jack, for the respective Companies as completed. Winslow also wrote on low fixed the rate, and Mr. Jack had Mr. Street's authority to send that telegram,

Street's effice. Witness the subsequent correspondence showed, and the Jury that if the correspondence showed, and the subsequent correspondence showed in the subsequent correspondence showed. The telegram was not considered final as out ance. His flonor said he would did rect the subsequent correspondence showed, and the subsequent correspondence showed, and the subsequent correspondence showed and the subsequent correspondence showed, and the subsequent correspondence showed, and the subsequent correspondence showed, and the subsequent correspondence showed and the subsequent correspondence showed, and the subsequent correspondence showed. The telegram was not considered final as surface. His flonor said he would did rect the subsequent correspondence showed, and the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The telegram was not considered final as the subsequent correspondence showed. The subsequent correspondence showed. The subsequent correspondence sh brought into a confusing hotch potch. The letter from the Bishop was either lost presentatives of the Bishop, with Mr. There was no promise to pay the premium and Mr. Winslow shewed the telegram to Even some prudent investors might be or mislaid. Witness could not now find Street at St. John, in which the latter to Western and no premium was paid and the Bishop, then the contract of insurance to their duty, which they performed so well. Dr. Barker's management of the well. Dr. Barker's management of the case in Court sustained his already fine reputation as a nist prius lawyer, while a matter for the fortunate possessors of letter or application for insurance and also opened for the desence, denying liability this accounted for the correspondence with Mr. Wilkinson, aided so effectively by the Canadian concession to consider. application or letter of the Bishop of 7th thereto talked the subject over with Mr. of the Western, denying Mr. Winslow's Mr. Jack. His Lordship it seemed would

to Mr, Jack, agent for the North, British and-with these in his hands-accepting that there could be any insurance in the the North British and Mercantile was F. E. Winslow, Esq., Agent North British admitted that copies of the plans had been and Mercantile Insurance Company, made in his office. In the last conversation of tener. Witness was in the habit of reaction and the conversation of the conversa made in his office. In the last conversation of witness with Mr. Street the latter ceiving policies from Head Office signed authorized by Mr. Street to send the telection of witness with Mr. Street the latter Dear Sir:—In accordance with the intermation which you had the goodness to make to me to the effect that the Company for which you are agent, would be willing to insure our building, isolated as they are on the hill at the South side of the town of Chatham, at the same rate for which they said he did not know whether the Western and sealed.

mony.
Dr. Barker replied that the defence con-

assurance to him, that the Western would Mr. Quigley not to commence an action and a ballast train. Conductor Gagnon, pay as much as the North British, if action were not commenced. This conversation hear much of the conversation between other persons were injured. The Railtook place in the latter part of June. It Mr. Quigley and Mr. Kenny. He merely way property was badly damaged. was in consequence of this conversation introduced them and stayed a short time Dr. Barker now proposed to put in a that Witness did not commence an action and then left.

the loss because, 1st., Mr. Street was

left to arbitration, which proposal was also rejected by the Western, who contended versation did you tell him that Mr. Jack they were not on the risk and that there was, therefore, nothing to arbitrate upon. the family will have to support. The a year. In company with His Lordship R. C. buildings and church, and required Mr. Street did not, at any time, object to

In cross-examination Witness, by request of Mr. Thomson, read the letters, etc which he had read to Mr. Kenney in his sealoffice, together with some others respect. ing the cancelled risk of the Bishop in the Agricultural.

MR. JACK'S TESTIMONY RESUMED. Henry Jack, Esq., agent of the North British and Mercantile Insurance Co., communicated the contents of Mr. Winslow's letter and that of the Bishop to Mr. Witness was next questioned by Mr. Street when he received them, and he pondence between Mr. Jack and Mr. Company.

[Witness here stood aside to allow some | British and Western Insurance Companies. | 000 each " to Mr. Winslow after he had the showed that he had been acting for communicated the contents of that gentleboth when he was located at Newcastle, man's letter to Mr. Street. It was the and that he continued so to act after his custom in St. John to give credit for pre. affects a general understanding of the —Atchinson, Kan, Patriot. miums of insurance.

Being cross-examined by Mr. Thompson Witness said he either showed or read Mr Winslow's letter, enclosing the Bishop's nding the telegram. Mr. Street authorised witness to send the telegram and told him he would take \$10.000. He gave witness no form of telegram but after saying he would take \$10,000 told witness to telegraph to

This closed the Plaintiff's case.

Mr. Thomson moved for a non-suit,

Mr. Quigley, had prepared the case with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with sauce to suit the varying palwith such industry and care as to render dress with such industry and care as to render dress with such industry and care as to render dress with such industry and care as to render dress with such industry and care as to render dress with such industry and care as to render dress with such industry and care as to

Mr. Thomson here offered a form of affect the contract. It, on the other hand St. John, and on his recovery left, after policy in evidence and Dr. Barker objected. they thought Jack had not such authority

and cannot but be unanimous in the wish that a man of his push and power in such matters were now looking after these interests. There has never been a time in the history of the Province when so much dissatisfaction existed in reference to the management of our roads and bridges as now. This feeling is caused not only by the fact that so much of the work is unfairly placed by crooked means into the hands do cretain class or ring, who understand the art of making money out of their franchise, but also by delay in giving the public the accommodation they are aptitled to. This condition of the thing at the exame road in the cannot be the wish that a man of his push and power in such matters were now looking after the sein facts upon which he relied to prove his case. In the course of his remarks, he made the assertion that His Lordship was true for every Roman Catholics were disqualified as purposed to the policy of policies of sail risk of the same risk which the facts upon which he relied to prove when so much distantiated in the facts upon which he relied to prove when so much dissatisfaction existed in reference to the management of our roads and bridges as now. This feeling is caused not only by the fact that so much of the work is unfairly placed by crooked means into the hands of accertain class or ring, who understand the art of making money out of their franchise, but also by delay in giving the public the accommodation they are aptitled to. This condition of the province when so would not always a much as that Company had for three years, at two per to save the same risk which the four the beforedant. His of the busines for a time. Shortly after he met Mr. Street on the street in St. John, and asked he did not know, when witness said if they did not, he intended to take led did not know, when witness said if they did not, he intended to take led in the power of premiums. Street on the street in St. John, and asked he did not know, when witness said if they did not, he intended to take led in the power o the property from Mr. Jack and had a copy of it made in his office by Mr. Frink, Dougall, an undefended case of trespass tended that if there was a contract at sent the plan and copy to Mr. Jack and was next disposed of -a verdict being enall, the present action should have been brought within six months after the loss.

and the plantatic copy to Mitness never tered for Plaintiff, \$390.

authorised Jack's telegram to MrWinslow.

The case of Swim vs W authorised Jack's telegram to Mr Winslow. He contended that there was no such con- He did not authorise any particular tele- application of Mr. Williston, postponed dition, but if there was, this evidence gram and never heard of the telegram till until next term, and the Court adjourned proved a clear waiver of it; again, any long after the fire. It was not true that sine die conversation with Mr. Street, who represented the Western was relevant testiletter. Mr. Quigley importuned him on Mr. Thompson, in reply, argued that the street frequently and tried to have selections under this heading last week

Thomson sought to show by a letter of already referred to, and others. Finally originals and renewals. Witness looked solidly achieved. Mr. Jack, dated 9th February, that the Mr. Kenny said he could, himself, do to Mr. Winslow for the premiums on

In re-examination, witness said he told

to. He had never seen them since taking subject to the approval of the Dominion them to Mr. Jack's office.

That no action can be brought against a corporation for breach of contract unless asked to commit the Dominion to the consaid contract is under the company's

That even though the telegram in evidence might appear to make a completed questioned by merchants whether advercontract, if circumstances subsequently occurred which made it appear to the parties, or either of them, that it was not ining facts, rates for transient advertisetended to perform a completed contract, it would, from the time of such knowledge bune, it is said, for a column a year, reand in the absence, in the meantime of breach of it, cease to be a contract, or receives for its lowest price column \$39-

Mr. Thomson also put in some corres Winslow, the agent of the Agricultural ments to fill their columns. Their patron Insurance Co. and the Bishop and the age comes not from any desire to assist latter and Mr. Winslow, the purport of the respective papers; but from business which is sufficiently disclosed, so far as it men who find it profitable to "advertise case, in the above testimony. THE CLOSE.

Mr. Thomson then addressed the jury very ably and was followed by Dr. Barker in a terse and logical speech. But for the | with Dyspepsia as Americans. Although fact that our report of the evidence, etc. | years of experience in medicine had failed is already so full as to occupy a pretty large share of our space, we would give the for this disease and its effects, such as points made and cases cited in support by | Sour Stomach, Heart-burn, Water brash, both gentlemen.

Street agent of the Western being anxious | will relleve you. Regular size 75 cents. pel iosurance in the form of the policies. | took the proper steps to secure the in-

and Mercantile, and not to Mr. Street the risk and telling Mr. Jack to go and absence of the apportionment or distributemerely descriptive. The application of gent of the Western.

Dr. Barker replied that if this letter

Seud a telegram saying "Street and tion asked for. Mr. Jack said the defence proposed to prove these and other pleas.

Winslow was made on behalf of the Western, not the North British, as Street's proposed to prove these and other pleas. stood alone, Mr. Thomson's position Company could not resist the claim or say The first Witness for the defence was first letter showed. The second letter of would probably be correct, but the Plaintiff had put in a letter from Mr. Street was no contract. Mr. Street had then tiff had put in a letter from Mr. Street was no contract. Mr. Street had then who testified that he was agent in 1878, Winslow. A general agent cannot delected the delected had seen the who testified that he was agent in 1878, Winslow. A general agent cannot delected had seen the who testified that he was agent in 1878, Winslow. connecting him in the matter with Mr. application and plan before the telegram and previously, in New Brunswick, for the gate his authority, but he may depute an Jack, and before the case was ended Pltfl. was sent, and that he authorised Mr. Jack Western Assurance Company. F. E. agent for a special purpose. His Honor read to send the telegram, but he directed Winslow was agent in Newcastle when he Mr. Winslow's letter enclosing the Bishop's would connect the whole together.

His Honor decided to admit the evidence offered, subject to Mr. Thomson's objection. His Lordship's letter or application was read as follows:—

The Part 1878

To send the telegram, but he directed witness, but he directed by witness, attention to the letter sent by Mr. Jack, asking for a distribution or apportionment of the amount at risk. He claimed that as that distribution had not was read as follows:—

Winslow was agent in Newcastle when he lived there, but witness had also an agent at Chatham. Mr. Winslow was not agent in Chatham. He never authorized Mr. Winslow to give credit for preminus. Mr. Winslow to give the former used the words, "if plan is sufficient telegraph in Chatham. He never authorized Mr. Winslow to give the former used the words, "if plan is sufficient telegraph in Chatham. He never authorized Mr. Winslow to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former used the words, "if the plan had not been sufficient to give the former u been made, there was no insurance. He W. usually forwarded premiums collected | would think it would have been so stated.

Subsequent correspondence would not

John McDonald and wife, vs Neil Mc-The case of Swim vs Wallace was, or

Telegraphic Notes and News.

[We were obliged to hold over our usual

London September 16.—The Times says: In cross-examination by Dr. Barker We are authorized by the Canadian Ministry in your town. I make has stocked to request in the above letter after on the ground whole of his insurance (that is Jack and myself) at a rate of 1% for wood and \$\frac{1}{2}\$ for brick. Please look into this, as it is quite worth having. Yours truly, WARWICK W. STREET.

St. John, Feb. 8th, 1878.

We are authorized by the Canadian Ministers to request in the above letter of the sponse to request in the above letter. After objection by Mr. Thomson, on the ground that Mr. Jack had no authority from Mr. Street to send it, the telegram was put in and read, subject to objection as follows:

Str. John, Feb. 8th, 1878.

In cross-examination by Dr. Barker witness stated that he was not now in employ of the Western, but of the Phenix, at New York. His reason for writing to the Bishop's claim by Mr. Jack's Company and the payment of \$\frac{2}{2}\$,000, of all of which informed Mr. Street.

St. John, Feb. 8th, 1878.

Mi. Thomson objected to this evidence.

Chatham was because he thought Mr. W. he informed Mr. Street.

Mi. Thomson objected to this evidence Chatham was because he thought Mr. W.

insurance and not to his regular agent at fic Railway, such contract with all its details to be subject to the approval of the of conversations, with Mr. Street after would have the most influence with His Canadian Parliament which will meet in Lordship and would be the most likely to | February next. The other letters which Railway have been begun at an expenditure computed to amount with surveys to five or six millions sterling. At this point, however, the purse or the courage of the Canadian administration has failed it, and Witness (Mr. Winslow) was sure he not authorised to bind the Western secure the risk. His mention of Mr. Jack we have received upon this subject it is ately after its receipt. On the morning of the 14th February. 1878—after 12 o'clock on the night of the 13th—the east-erly group or block of buildings was destroyed by fire. The cottage attached was rery much injured, but not destroyed, a long conversation had then and there, in incentive to prompt action by Mr. Winslow; every point of view to proceed more slowwhich he urged the Bishop's claim. reciting the North British and Mercantile to the Bishop.

Witness subsequently paid the money for the North British and Mercantile to the Bishop.

Witness subsequently paid the money for the correspondence given above, and other circumstances and negotiations, his arguments being at first met with objections credit for premiums at St. John-both on delayed will be perhaps more surely and

TORONTO, Sept. 16.—By cable to the Mail: - London, September 15. - The reports hitherto cabled to Canada of the sucstages, not only through the fertile belt of the same firm a large proportion of the deals offered were withdrawn, the bids being considerably lower than those of the preceding week. This is not an encouraging condition of things, indicating, as it does, a rather "tender" market. Indeed, the experiences of the ing, as it does, a rather "tender" market. Indeed, the experiences of the improved tone of trade whole season have not been satisfactory, considering the improved tone of trade. Mr. Thomson here added to the grounds there is the best authority for saying that which he had already stated for a non-the negotiations are absolutely complete, Parliament. No details are given, but and that Parliament will be put in possession of the fullest particulars before it is

> ADVERTISING PAYS:-It is sometimes ments being figured. The Chicago Tri-New York Tribune, for its lowest \$29, 764, and for its highest \$85, 648, and these papers are never at a loss for advertise-

No people in the world suffer as much Sick Headache, Costiveness, palpitation His Honor, in summing up, characterised | of the Heart, Liver Complaint, the suit as a very important one, surround. of the food, low spirits, general debility ed by more complications than any case that had ever come before him in his judicial experience. The plaintiff's case was case of Dyspepsia that cannot be immedithis,-that in January '78 the Bishop had ately relieved. 50,000 dozen sold last insurance to the amount of \$20,000 in the | year, without one case of failure reported. Agricultural Company, but owing to that Go to your Druggist and get a Sample organization being in difficulties, and Mr. Bottle for 10 cents and try it.) Two doses

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N. M. A first class Piano mane by France.

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