

FREE of pain is the way we extract teeth by the famous Hale Method, which is used exclusively at our offices.

We Charge only a Nominal Fee 25c.

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DR. J. D. MAHER, Prop.

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We want you to see our great Christmas stock, come even if it is necessary to come without knowing why. You will find good reasons when you see the many splendid opportunities we offer. Our Doll stock is the talk of the town. We still have a few thousand left, but the numbers are going fast. Prices 1c to \$12.00.

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Also Chestnut for Ranges and Egg for Furnaces.
Cash with order. Prompt delivery
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We are now landing, ex cars, at St. John and West St. John:
Good Western County Hay,
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Shall be very much pleased to quote our lowest prices. Ring us up.
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Is What Folks Think of
WHITE CLOVER BREAD
Wrapped at the Oven's Mouth
Ever Try It?

IN STOCK:
1,000 Kegs Extra Malaga Grapes
CHRISTMAS STOCK
A. L. GOODWIN.
MARKET BUILDING.

BANK OF NEW BRUNSWICK WINS IMPORTANT SUIT

Mr. Justice White Delivers Judgment Against J. C. Mackintosh & Co. in Suit to Recover \$10,000.

Mr. Justice White gave judgment yesterday in the important suit tried before him some time ago in which Messrs. J. C. Mackintosh and Co., stock brokers, were plaintiffs and the Bank of New Brunswick defendant, deciding in favor of the bank.

The suit arose out of transactions by Harry B. Clarke, who had been manager of the Charlotte street branch of the Bank of New Brunswick, Clarke commencing in 1909, had been dealing in stocks on margin on his personal account through the plaintiff's office. In September, 1909, his debit balance was \$19,000, against which the plaintiffs held as collateral stocks of the bank, valued at \$16,000. Clarke promised to pay \$125 monthly in reduction of the debt thus incurred, and he made nine or ten payments. In December, 1910, he began dealing on margin in both stocks and cotton. In 1911, H. H. Smith became manager of J. C. Mackintosh Co.'s office here, and in February of that year Clarke joined in his operations in cotton by a man known as MacBeth, the latter agreeing to furnish such collateral as should be necessary to satisfy the plaintiffs and to bear all losses and share with Clarke all profits. MacBeth had 55 Vanderbilt bonds and 9 Elko bonds, all of \$1,000 face value, and these he gave to Clarke with liberty to deposit such as from time to time he saw fit as margin on collateral with the Mackintoshs. Smith agreed to accept these as collateral for Clarke's account, and on the 20th of February Clarke gave him twenty of the Vanderbilt and five of the Elko bonds, and on May 3 twenty more of the Vanderbilt bonds and the following day the remaining fifteen, with a letter from MacBeth approving the transaction. On February 25 the plaintiffs loaned Clarke \$25,000, which they charged to his account against the collateral. It was not until March 6, 1911, that Smith learned that MacBeth had an interest in Clarke's dealings, and that he then transferred the account to a new one in the name of Clarke and MacBeth and afterwards started two accounts, one of Clarke and MacBeth and the other Clarke alone covering his individual dealings, mainly in stocks as distinguished from cotton. On March 17 the plaintiffs returned to Clarke \$10,000 of the Vanderbilt bonds and got a check for \$5,000 dated March 23, 1911. When about March 24 the Mackintoshs asked to have the bonds replaced by other securities, Clarke gave 45 Vanderbilt Realty Company bonds with a letter signed by the Bank of New Brunswick Market branch, H. B. Clarke, manager, and agreeing to redeem them at 80 at any time. It is upon this letter the plaintiffs rely in seeking to recover. After pointing out that the Clarke and MacBeth account showed a debit and the Clarke account the credit, the judge said one Ed. L. Collins called on Smith and told him the check was all right, who the next day certified it "good when properly endorsed." Clarke's evidence shows Collins opened an account on April 19, 1911, that it ran until June 15, and that he agreed to assume MacBeth's liability and that it was overdrawn for a great part of the time. No entry of the Collins check was ever made in the bank's books, and the bank, except through Clarke, had no knowledge of its existence until about the 8th of June.

The plaintiffs claim to recover on the certified check for \$10,000 and interest, and also in respect of the letter of March 24, that constituted an agreement whereby the plaintiffs suffered to the extent of 80 per cent. of the face value of the bonds. The defendants set up many claims including fraud, but under the evidence the principal grounds of defence I am called upon to consider are the only ones presented at the argument may be summarized as follows, said Judge White: First—that the circumstances under which the check and the 20th of March letter were given to and received by the plaintiffs were such as to put the plaintiffs upon inquiry as to Clarke's authority to bind the bank by certifying the check and signing said letter, and that Clarke had no authority to so bind the defendants. That as to the 20th March letter, no officer of the bank, even with the express authority of the directors, could bind the bank by such letter, as it was not business of banking within the meaning of the Bank Act.

Secondly—that the check was certified and the letter given in payment of or as security for a debt, which was a stock gambling debt contracted in violation of section 231 of the Criminal Code, or failing that in violation of the common law; and that consequently the plaintiffs cannot recover thereon.

The plaintiffs in reply contend that even if Clarke had no authority to bind the bank, Kessen, the manager, subsequently ratified both check and letter, and that the bank, Kessen, and even if there was that Kessen had no such authority.

This, the judge said, raised the vital question whether or not the letter was such as to make the plaintiffs inquire as to Clarke's authority. That Clarke had no such actual authority he thinks absolutely clear by Clarke's own evidence. Clarke had such authority as banks customarily give managers, but this did not enable him to pledge the bank for his personal debts. Judge White quoted recent decisions in support of the position that a principal is only responsible for an agent so far as the agent is acting within his proper authority, and where the transaction was for the principal's benefit. He knew of no authority that held a principal liable for the fraud of an agent, where the agent while professing to bind his principal, was to the knowledge of the plaintiff, acting in his own interest, or for his own benefit, so it becomes necessary to determine whether the plaintiff had such knowledge.

Smith claimed he believed Clarke was acting merely as agent for MacBeth, but he was convinced that Smith knew Clarke had more than an agent's interest in the transaction. Clarke and Smith were at variance in their evidence as regards this, but he accepted the statement of Clarke, as quoted at some length in support of his reasons for so doing. He also quoted from the evidence to show why he took the statement of Mr. Kessen. The judge said he came to the conclusion that when the 20th of March letter was written the plaintiffs knew he was interested in the Clarke-MacBeth account. He next considered the plaintiff's contention that the defendant's manager, Mr. Kessen, subsequently ratified Clarke's acts. Judge MacBeth quoted from the evidence at some length and held that Mr. Kessen's alleged ratification by asking Mackintosh to close out Clarke's account with Mackintosh, saying that he would accept the responsibility of so doing, in no sense bound his principals, because in this respect he advised to sell the collateral in the interests of all parties concerned. They made a gain by selling the collateral when they did. He, therefore, decided that the plaintiffs failed to establish their claim that the bank ratified Clarke's acts in certifying the check and giving the 20th of March letter and also found that there is no estoppel. Judge White in closing said he did not think there was anything in the bank's contention that the matter was a gambling transaction. He ordered a verdict for the defendants.

At the trial H. H. Smith, K. C., Mr. Mellish, K. C., and W. H. Harrison appeared for the plaintiffs, and Wallace Nesbitt, K. C., M. O. Teed, K. C., and W. A. Ewing, K. C., appeared for the defendants.

IN THE COURTS

Circuit Court.

The case of William Baxter McVey, M. D., vs. J. M. O'Brien, Car and Equipment Co., Ltd., was adjourned in the circuit court yesterday afternoon, Mr. Justice Barry presiding, until Friday morning of this week at 10 o'clock owing to the illness of D. Mullin, K. C., counsel for the plaintiffs.

This is an action brought to recover damages caused by injuries sustained by the wife of Dr. McVey about a year ago. The plaintiffs allege that the injuries were caused by the negligence of the defendant in causing a car with defective gear. The accident occurred near Grand Bay.

D. Mullin, K. C., appears for the plaintiff and MacBeth and MacRae and M. G. Teed, K. C., for the defendant.

SUPREME COURT.

Before Mr. Justice McKeown in the case of Smith vs. Kilpatrick, application for the plaintiff was made to have the case transferred from the King's Bench to the Chancery Division. Court considered M. G. Teed, K. C., for the plaintiff, and Ralph St. John, K. C., for the defendant.

In the case of the Murray Printing Company vs. Pathe Brothers, of the same Company, application was made on behalf of the plaintiff to sign summary judgment. His Honor gave leave to the defendant to file a defence.

WEDDINGS
Porter-Johnston.
A pretty wedding took place Saturday evening at the residence of the officiating clergyman, Rev. J. H. A. Anderson, when he united in marriage Miss Minnie Johnston, of Tabusintac, N. B., and Walter J. Porter, of Jamaica Plain, Mass. The young couple were married at 7 o'clock. They will spend some time in the provinces before returning to Jamaica Plain, where they will reside.

At his residence on Saturday evening, Rev. Dr. Hutchinson united in marriage Alex. Guy Sears, of Hillsboro, Albert county, to Miss Martha Pearl Berry, of St. John, formerly of Moncton. The young couple, who were attended by Mr. and Mrs. Wm. Jones, will reside at Hillsboro.

An Interesting Wedding.
A wedding in which there is considerable interest took place at the private hospital on Saturday evening, at 8 o'clock, when Miss Eva Louise Bustin, daughter of Mrs. Georgiana Bustin, 275 Princess street, and sister of S. B. Bustin, barrister, of this city, was married to S. P. Martineau. The groom, it is understood, is gravely ill in the hospital, and the wedding was said to have taken place at his request. He is upwards of 30 years of age. The ceremony was performed by Rev. J. I. Dawson, pastor of Centenary Methodist church.

GOOD ROADS CAMPBELL WILL COME IN JANUARY

January 29th Selected as Convention Date by City and County Good Roads Association.

Wednesday, January 29th, has been selected as the date of the convention to be held here in the interest of the good roads movement. The arrangements for the convention were discussed at a meeting of the campaign committee of the St. John City and County Good Roads Association, held yesterday afternoon, in the rooms of the Board of Trade. W. H. Linton, president and the following members were present: Senator J. W. Daniel, Manning W. Doherty, T. P. Regan, Percy W. Thomson, J. King Kelly, R. B. Paterson.

The draft of the programme for the convention was submitted to the meeting and discussed. The convention will consist of two sessions, one in the afternoon and the other in the evening. A. W. Campbell will be the committee to the effect that the possible, he will attend the convention, and give an address. A number of other speakers will be present. The council of each municipality under the act of 1908, and at least three delegates to the convention, and it is hoped by the committee that all municipalities on the province will be represented.

On Saturday evening next at 7.30 a good roads meeting is to be held in Dean's Hall at Musquash. The meeting will be addressed by Percy W. Thomson, T. P. Regan, R. B. Paterson and other members of the association.

OBITUARY.

Mrs. Dorcas O'Brien.
The death of Mrs. Dorcas O'Brien, wife of William O'Brien, occurred Sunday afternoon at her home 153 Orange street, after an illness lasting about a year. She is survived by her husband, three sons, and two daughters. After the funeral, the body of the deceased will be taken to St. John, where it will be interred in the cemetery.

John Jackson.
The death of John Jackson, an old and respected citizen of St. John, occurred at the home of his son, Daniel T. Jackson, 9 Hospital street, early yesterday morning. Although ninety years of age, he enjoyed good health until about a month ago when he was seized with an illness from which he never recovered. Mr. Jackson was born in Philadelphia, England, and came to St. John when quite young and had resided here ever since. He was a gardener by trade. He came to St. John with the 13th regiment, when they came from England, and having served his time, left the regiment and took up his residence here.

He was married three times. One son, Daniel T. Jackson, an employee of the St. John Railway Company, and one daughter, Mrs. Nathan Benjamin, of Loch Lomond, survive. Four grandsons and three granddaughters also survive. Mr. Jackson had many friends in this city and elsewhere who will hear of his death with regret. The funeral will take place on Wednesday afternoon at 2.30 o'clock from the home of his son in Hospital street.

John Bourke.
The death of John Bourke occurred yesterday morning at his home 64 Courtenay street. He was a son of the late William and Mary Bourke, and had been ill for some time. He was a master painter by trade. One brother, Robert, and one sister, Ellen, survive. The funeral will take place on Wednesday afternoon at 2.30 o'clock from his late home.

Miss Alice Doherty.
The death of Miss Alice Doherty occurred Sunday afternoon at the home of the Good Shepherd. She was fourteen years of age and formerly resided in Riverside, Albert county. The funeral took place yesterday afternoon, funeral services being conducted by Rev. D. S. O'Keefe. Interment was in the new Catholic cemetery.

Died in Boston.
The body of Mrs. Caroline, widow of Henry Akerey, was brought to the city on the Boston train yesterday. The funeral took place from the I. C. R. depot to Fernhill, Rev. Dr. Hutchinson conducted the services. Mrs. Akerey about six years ago was a well known resident of the city. She died in the West and a number of nephews and nieces in this city.

Hotel Arrivals.
Victoria.
J. E. McCormick, Halifax; W. M. Thurlott, Fredericton; A. Charrand, Montreal; J. P. McPeak, F. M. Wright, Fredericton; Edward Born, New York; F. Lister and wife, McAdam; E. R. Teed, Woodstock; John S. Eagles, City; E. S. Townsend, Sussex; Mr. and Mrs. K. S. Maclellan, North Adams; R. W. Skillen, St. Martins; F. S. McLaughlin, Grand Manan; W. S. Curtis, S. Side; L. Huey Hamilton, Colin C. Rice, Hound Hill; J. P. Hargrave, Yarmouth; Geo. B. Dixon, Riverside; W. J. Dickson, Geo. L. Fleming, Halifax; James O'Neill, Montreal.

After Grippe or Pneumonia
The enfeebled system readily accepts any disease—Nature's resistant force is depleted and Scott's Emulsion is needed. Its highly concentrated nourishment is immediately distributed to every organ.

With Scott's Emulsion nature repairs waste, constructs healthy tissue and active, life-sustaining blood. Nothing equals Scott's Emulsion in concentration.
Scott & Bowne, Toronto, Ontario 12-42

LANCASTER WATER RATES ADVANCE FIFTY PERCENT.

Council so Decided at Yesterday's Session—Lancaster Councillors Object, but are Defeated on Motion.

The Common Council yesterday decided to increase the water rates in Lancaster 50 per cent. over the rates prevailing in the city, and adopted by-laws to regulate street traffic and keep dogs out of the public market.

On recommendation of Com. Wigmore it was decided to place a fire hydrant on the western end of Duke street.

Com. Schofield recommended that a bill be prepared to authorize the Public Utility Commission to determine what safeguards shall be placed on North Rodney wharf by the St. John Street Railway for the protection of the public. This was adopted.

Com. McLellan submitted a by-law intended to regulate traffic in the city of St. John, based on regulations prevailing in other cities. The by-law was read and adopted.

Com. McLellan also submitted a by-law to regulate the public market in the city, which read as follows: "Any dog found in the city market, whether running at large or under leash, may be seized by an official of the city market and destroyed after 24 hours from the time of such seizure, provided, however, that the owner of said dog may, at any time before the expiry of said 24 hours, take away his dog upon the payment of the sum of \$10.00."

The by-law was adopted.

Protesting Against Reduction.
A communication was received from the carpenters' union, protesting against the reduction of the labor license fee on the ground that the construction company was eager to flood the city with people who would prove detrimental to the interests of their craft. The letter was filed.

After the closing of the Council of Lancaster arrived, Com. Wigmore moved that the water rates in the Parish of Lancaster be increased 50 per cent.

Councillor Long moved that the rates remain as last year.

Com. Agar wanted some reasons for not raising the rates. He pointed out that the city was bearing the burden of the bonds issued for the water service, while the people of Lancaster paid the water rates. The Councillor Bryant—Isn't the west side service paying?

Com. Wigmore—Not in Lancaster. Councillor Bryant—About a year ago the engineer said the west side service was a good paying proposition, and that you could afford to reduce the rates.

Com. Wigmore—Then the engineer did not know what he was talking about. We're only getting about 3 p. c. in Lancaster.

Coun. Bryant—On the basis of the present rates you will get \$3,000 additional this year, owing to the installation of the new system. A number of people will have to put in conveniences and pay for more water services.

Coun. Golding said the people of Lancaster were being put in a considerable expense by the installation of the sewer system. He did not think they could afford to pay the extra rates. The people there had been paying \$1 more on faucet taps than the people of the city.

He was told by the parish assessor that the property at Spruce Lake was not taxed. However, Com. Wigmore was no doubt right in that matter.

DRIVING HIM TO THE GRAVE

"Fruit-a-lives" Saved My Life

....Niagara Falls, Ont. July 26, 1911.
"For thirteen years, I was a terrible sufferer from the tortures of Sick Headache, Indigestion, Constipation and Vomiting. I could not retain much food, and this, together with the pain, and headaches, was driving me to the grave."

Then I used "Fruit-a-lives" and almost at once I got relief.

"Fruit-a-lives" stopped the vomiting, relieved the constipation, toned up the stomach, and gave me the first relief in years. I feel that I owe my life to "Fruit-a-lives" and for the sake of other victims of Indigestion and Headaches, I will allow this statement to be published."

HARRY DICKINSON.

"Fruit-a-lives" is sold by all dealers at 50c a box, 6 for \$2.50, trial size, 25c, or sent on receipt of price by Fruit-a-lives, Limited, Ottawa.

PROVINCIAL PERSONALS.

(Chatham World.)
N. R. DesBrisay, of the Nova Scotia Trust Co., Halifax, was in town this week.

J. F. Gleeson, of St. John, was in town on Thursday, en route to Quebec. He stopped here to see his boy, a pupil at St. Thomas College.

THE POLICEMAN'S FRIEND.

Likewise the friend of every man and woman who is kept constantly on their feet, and suffers from callosities and corns. The one painless relief is Putnam's Corn and Wart Extractor; it cures in twenty-four hours, and never fails to uproot the corn root and branch. Satisfaction guaranteed with a 25c bottle of Putnam's Painless Corn and Wart Extractor.

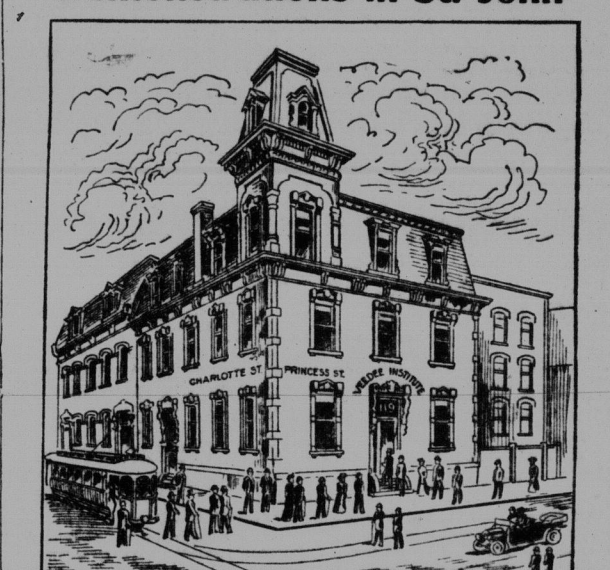
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THE VEEDEE IS USED AND PATRONIZED BY ROYALTY.

including Members of our own and most Foreign Royal Families.

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H. M. THE QUEEN OF PORTUGAL.

H. M. THE KING OF BULGARIA.

And by Leaders of Society, Art, Literature, Law, Doctors, Hospitals, and Sufferers all over the World.

Such is the marvellous curative power of the Veedee that almost unbelievable and apparently miraculous results are often won in a single treatment given on the Platform to sufferers from the audience—e.g., Deaf people made, and then to hear again. Limbs crippled and lamed from Rheumatism made usable again, and their delighted owners enabled to walk about once more with ease. Arms and legs useless for years instantly restored to use and action. Excruciating pain as from Neuritis, etc., stopped instantly. The test and proof of genuineness being that these things are done, so that all may see, on sufferers invited to step up from the Platform for demonstration treatments from the Audience.

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