

Miramichi and the North Shore, etc.

CHATHAM IMPROVEMENT NORTH crowded out this week, will appear next week.

GLoucester fishermen were recently visited by our agent with attention next week.

REVEREND.—The Advocate, which ought to be a good authority on the subject, says "safely pulling in season in Bathurst-ville."

THE SECOND TRIAL in the Timothy McCarthy murder case has just commenced. Our readers will be kept informed of its incidents and developments.

MARRIAGE NOTICES must be duly authenticated before they can be inserted in the ADVANCE. A marriage notice is received, but it is anonymously sent we do not insert it.

GREEN'S Fictitious Almanac, published by G. Green, of Woodbury, New Jersey, famous for his August Flower and German Syrup—has reached us. It is the best we have yet seen for 1878.

A GRAY GOOSE.—Our friend, Mr. Isaac Harris, on his recent return from Restigouche, brought with him a wild goose which weighed thirteen lbs. it was killed on Thursday, 31st Oct., by Mr. R. Watt, of Campbellton, together with two others of the same species.

HOW MOVING.—Why don't the Advocate explain the interest which induced the Quebec Chronicle to publish its recent laudatory article on the subject of Peter Mitchell. People down this way have grown tired of hearing from the hon. gentleman only by such means.

REVEREND BUSINESS.—A meeting of the creditors of the estate of Ferguson, Rankin & Co., was held at Bathurst, on Wednesday last. John Stewart, Esq., was appointed Assignee, and Messrs A. P. Rolph and Thomas D. Bell (of Montreal, agents for Campbellton) were appointed Inspectors.—A. B.

THE ST. JOHN "SUN" has removed into its own new quarters, where it is now printed. Its typographical appearance, which was very bad before, is wonderfully improved and it is now one of the most complete as well as the best papers of St. John, bearing its one-sided treatment of many public questions.

THE MARRIAGE CONTRACT DURATION Convention will hold its first Session in the Methodist Church, Chatham, on Wednesday, the 29th inst., when a variety of subjects will be discussed, such as Temperance, Sabbath Schools, Missions, Church extension, &c.

MIRAMICHI DISTRICT.—By request of several of the brethren, there will be held, Tuesday, the 19th inst., a special District Meeting in the Methodist Church, Chatham, commencing at 10 o'clock, a. m. The Circuit Stewards and their representatives are requested to attend.

H. McKewen, Chairman. How?—The Advocate seems to think that Mr. Peter Mitchell will yet be a member of the present Parliament. We presume that paper is better posted in the movements of its chief officer than we are, still if any of the Upper Province constituents are to be opened for him in some of our constituencies he is mentioned in our columns.

LAST WEEK'S STORM.—An oblique Upper Pocomoke current was written as follows: "The night of 9th inst. was one of the bluest experienced here for years. The wind blew almost a hurricane, accompanied by hail rain and snow. Its force and damage has been done along the coast. The tide rose to an almost unprecedented height to-day (9th). The weather, however, is fine and the wind south-west."

"GO AWAY."—On Monday 4th inst., Will Hays, of Renous River left for Ontario, Wisconsin and he was followed on Wednesday of last week by Donald McInloch of Chatham, and now James and David Berry of Chatham and John Hays of Renous River have left for Stillwater, Mich. As one of the above remarked to us on Saturday last, they cannot do business that he will abroad, as any man at home would be better off than to do business, still it is a matter of regret that some of our most prominent young men are obliged to seek employment abroad.

"WEEK OF PRAYER."—On Sunday the 10th inst., as previously announced, special addresses were delivered by the Rev. G. M. Campbell, in the Methodist Church, and the Rev. T. L. Smith in the Reformed Episcopal Church, to inaugurate the ensuing week of prayer, under the auspices of the Y. M. C. A. On Monday evening the first public meeting was held in the Temperance Hall, which was well filled.

The President of the Y. M. C. A., Geo. Whittaker, Esq., occupied the Chair, and was subject to the evening. "Young men—your power will," was introduced by Mr. Thomas Fountain. After prayer, further remarks on the same subject were made by Rev. Messrs. McKewen and T. L. Smith, after which the meeting was brought to a close with a benediction. These meetings, as already stated, will be continued during the week.

ANNIVERSARY MEETING OF THE DUTCHER REFORMERS. On Tuesday evening the Dutcher Reformers held their weekly entertainment in the Masonic Hall, this being the last Tuesday evening of the last week. A. D. Shirreff Esq. occupied the chair and called upon the Rev. Mr. McKewen to open the meeting with prayer. Miss C. Johnston presided at the piano.

PROGRAMME. Chorus—"To the Work," by the Choir. Address—"By the Rev. Mr. McKewen. Solo—"Why do Summer Roses fade," by Miss Annie Shirreff. Address—"By Mr. A. Strang. Solo—"Fishes pray me to-night," by Miss Gertrude Goggin, accompanied by Miss Annie Shirreff. Dialogue—"Waving a letter," by Misses Kate Kelly and D. Davidson. Dialogue—"Hear the Call," by the Choir. Solo—"Robin Silver," by Miss Besie McKewen; accompanied by Miss McKewen. Dialogue—"The Daaf Jacks," by Ernest McKewen, Kelly and Willis B. Snowball. Instrumental Music—"Oboro," by Miss Fayer. Solo—"The Three Pictures," by Miss Annie Davidson; accompanied by Miss Annie Shirreff. Chorus—"And Lang Syne" by the Choir.

This being a Quarterly meeting, Reports were submitted and read. THE TREASURER'S REPORT was as follows: Chatham, 12th Nov., 1878. As it is now just 12 months since the Chatham Dutch Reform Club was organized here by Geo. M. Dutcher, also 12 months since I joined, I am happy to say we have now a total membership on roll 1400 names, 56 of these having joined the past quarter, which has been a very trying one to our noble cause, and I think we can all look back with pleasure, and gratified that we have passed it through the fiery ordeal of summer temptations

and trials without being mowed, if any, the worse, which proves our cause in good, and bound to succeed. Some croakers at the organization of our Society, and for some time after said: "Oh! it will not last six months, it will fall in spring, till slips dry etc., there will not be many Dutchers." Summer and Autumn have come and gone, and also two political contested elections, and we are here to-night, our first anniversary strong in members and in heart. And if this society will exist another year, it has in the past 12 months and is now doing inseasonable good to many, which hardens can testify.

Few, except those who know from bitter personal experience can realize the difference between a sober man's house and family, and one who drinks; the latter ashamed to go to his home, and ashamed to leave it, and his present position more kindly than others imagine—deal gently with the erring.

One of our members may have fallen from our society by temptation, or otherwise. If so, let them come forward and give up. A man who is true to his principles and independence by coming manfully to the front, and giving the pledge before it is too late, to his family's good.

Our friends in the city of Fredericton on 31st Oct., last carried the "Canadian Temperance Act, or Permissive Bill" by a two-third vote, and in Northumberland and will do the same. Let us all, Sons of Temperance, Good Templars, St. Patrick's Temperance Society and the Dutch Reformers, stand hand in hand in the work. Organize committees in different parishes of the County and in a few short months the vote is taken Northumberland will come out for Dry, and when that is done, and business will be done, and we will have a better and better prepared to take care of what we care and bestow it on those who should have received our earnings in years past.

The statement of liquor entered at the Chatham Custom House for home consumption for the year 1877 and 1878, commencing in November 1876, will show a decrease falling off the last year:—

Table with 4 columns: Year, Imp. gals. Duty, Imp. pils. Duty, Total. Data for 1877 and 1878.

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Decrease, 1878. 4055 \$4089.68 Now, that 4055 gallons, at 10 cents per gallon, is \$405.50. To this large amount of saving for the past 12 months can be added at least 25 per cent. of duty imported (not to mention a little quiet smuggling this year than last, which would add at least \$2000.00 to our \$4000.00, or over, and the indirect saving in happiness, etc., figures cannot be estimated.) I hope this and other kindred Societies may long continue their good work of reclaiming the drunkard.

A. D. SHIRREFF, TREASURER. THE TREASURER'S REPORT stated there had been a falling off in the receipts during the past quarter owing to a decreased attendance at the weekly meetings. The balance due the Treasurer, amounting to a contribution of \$25.22 which had been made from the funds of the Society to the amount of \$110 paid Mr. Dutcher on his visit in last August. The Bay in Vm excursion, at which Mr. Dutcher and 20 had been applied from the proceeds to the fund raised for Mr. Dutcher, making in all \$45 from the Society for that gentleman. The report drew attention to the fact that there was a sum of \$208.60 deposited in the Savings Bank on behalf of the Society, in the name of D. McLaughlin, the first treasurer, who had been six months out of office, and recommended that the amount be handed over to the Society to be re-deposited in the name of the Treasurer to be appointed for the ensuing quarter. In conclusion the report referred to the causes for thankfulness during the past year, and expressed the hope that the friends of the temperance movement would lend their aid to make the next year still more successful for the cause.

THE COMMITTEE appointed on June 12 to collect the stock subscriptions to the "Chatham Dutch Temperance Reform Temple" reported that the total number of shareholders was 250 with 250 shares at \$1 each, the total amount of stock subscribed being \$250. The total amount of stock collected was \$40.00.

The depressed state of trade, the fact that many had declined to pay until the time for the fall was chosen, and that many more were not called upon by the committee, under the impression that the small amount collected was an indication that they would not succeed with the collection this year, were the reasons given for this result.

John Shirreff, Esq., stated, in regard to the money deposited in the Savings Bank on behalf of the Society, that Mr. D. McLaughlin had expressed his anxiety to hand the money over to the Society, and he, Mr. Shirreff, thought it best that a committee should be appointed to act with the Treasurer and receive the money.

A resolution was then passed that Messrs. Jas. D. McKay and Wm. Murray be appointed with the Treasurer, to wait on Mr. McLaughlin and receive the money on behalf of the Society.

The following office bearers, whose names had been previously read, were formally installed and addressed by the Rev. Mr. McKewen.

President.—A. D. Shirreff, Esq. Vice.—Wm. Sinclair, Alex. Cantley, Geo. I. Wilson. Secretary.—D. M. Logan. Treasurer.—Wm. Johnson.

Gentlemen's Executive Committee.—E. A. Strang, L. Tweedie, Thos. Ramsay, Jas. Ferguson, J. Y. Hesseman, J. Shirreff, W. Rae, Alex. McKinnon, Anthony Forest.

Ladies' Executive Committee.—Mrs. A. D. Shirreff, Mrs. McAndrews, Mrs. J. Y. Hesseman, Mrs. W. M. Kelly, Mrs. Phipps, Misses Mary Kerr, Minnie Johnson, Missie Bain, and Miss McKewen.

Ladies' Visiting Committee.—Mrs. J. R. Goggin, Misses E. Stapledon, Mary Johnson, Agnes Morris, Kate Fieger and Annie Shirreff.

Marshall.—Messrs. Richard Burbridge, Geo. Bluet, Jas. Neilson, Jan. Peter Logie, Chas. Bernard, Geo. Burbridge, Isaac

Copping jr., Robert Murray, Chas. Green, etc.

Concert Committee.—Messrs. H. Patterson and J. D. McKay, with the ladies of the Church, will give a concert on the 15th inst.

It was suggested to the Executive Committee that Messrs. Robt. Murray and R. Gordon be doer keepers. Adjourned.

THE STORY OF "SMITH, BROWN, JONES AND ROBINSON."

SLIGHTLY ALTERED FROM "DILWORTH'S SPELLING BOOK."

One day four boys—Smith, Brown, Jones and Robinson—took it into their heads to play truant and get into mischief. They went to a powder magazine and helped themselves to some powder, and proceeded to a bridge not far from the school, where they expected to have a good deal of fun setting it.

There were no other persons around to warn them, and the good guardian angels only take care of boys when they are behaving nicely. Smith, however, stood afar off. Brown's father came in sight and took his boy away from the school, but Jones and Robinson, being desirous of having it out, lighted the powder, and it being stronger than they thought, Robinson was very seriously hurt. He was, however, not so badly burned but that he could prevaricate, so he blamed others for giving him the powder. His father was so angry at the conduct of his boys, like Brown's father, so, though he knew his boy got the powder, he tried to make it appear that some young man gave it to him.

This was very wrong. But Robinson's father did still worse than that, for when a good man in the town warned him against allowing his children (one of whom had thrown stones at the good man's door a few nights before the powder accident) to be engaged in all kinds of mischief, he got angry and, instead of thanking the good man, said he was diabolical, and cowardly, and a malicious liar and slanderer, less than a man, a naughty stabber of reputations, and other naughty things.

This was a very bad example to set before his children, and it is to be hoped that the boys who are growing up will be warned not to be like the bad boys who played truant and took the powder. And when they do grow up they must be good and not call names like that boy's wicked father.

Gloucester County Court. NOVEMBER TERM—1878.—REPORT HIS HONOR JUDGE WILSON.

Gloucester County Court was opened on Tuesday 10th, His Honor, Judge Williston presiding.

A Grand Jury had been warned to attend, as certain criminal business would be presented to the Court. The Grand Jury retired with the High Sheriff for the purpose of choosing a Foreman, and after their returning into Court the Sheriff stated that they had chosen Mr. Francis Mehan, Foreman, who, together with the following were sworn in:—

John Foley, James Bohannon, Joseph Melanson, Thomas Gammon, Robert Moody, Philip White, John Hadley, Jacob White, James Dempsey, James McGinley, Andrew Kenyon, James Goggin, William Mann, Joseph White, Hiram C. Carter, Michael H. Louden, Patrick Foley.

His Honor in charging the Jury informed them that the depositions in two criminal matters had been laid before him that morning, and on reading the depositions, it appeared that the depositions against the defendants arose out of a same possession and right to certain real estate, and the larceny charged by the one party against the other, and the counter charge by the defendant in the other case against the prosecutor.

On the first case, the prosecutor was taking certain personal property claimed by the parties in reference to the real property, and not, as it appeared to him, with any felonious intent, but to assert a possession disputed between them. He said he had only seen the depositions before coming to Court, and had come to the conclusion that the parties must contest their rights by a civil remedy, and the criminal law could not be invoked for such a case. If they came to the same conclusions they would sign a stipulation, and he was anxious to have the depositions in such cases at an early period to investigate such matters, but attributed no blame to the Clerk of the Court, as it appeared that he (the Clerk) had only received them from the Justice that morning.

The Queen vs. John Hillock and Sarah Hillock, and the Queen vs. John Lambert: Bills of indictment in these cases were put before the Grand Jury, and the witnesses were sworn to testify before the Grand Jury after some time returned into Court and found no bill in each case.

The civil cases entered were as follows: 1st. Robert H. Jennings vs. John Miller—Assumpsit, Mr. De Brisy, Attorney and Counsel for plaintiff, Mr. McLaughlin, Attorney, and Mr. Thomson, Counsel for defendant.

2nd. Thomas Howard vs. Peter Roy—Trespass for killing a horse, Mr. McLaughlin, Attorney, and Mr. Thomson, Counsel for plaintiff, Mr. De Brisy, Attorney and Counsel for defendant.

3rd. Charles Ross vs. T. Wilson Bell, Assumpsit, Mr. Lawlor, Attorney and Counsel for plaintiff; Mr. De Brisy, Counsel for defendant; Mr. Russell of Shelburne Attorney for defendant.

4th. Peter A. Fitzmaurice vs. Lazar Blanchard. This cause had been referred by the Parish Commissioner of Bathurst, and was brought before the Court on review; Mr. De Brisy for plaintiff and Mr. Lawlor for defendant. The Commissioner gave judgment for \$25.22. A number of objections were taken before the Commissioner and reserved on review, all of which were overruled by the Court, but the Judge recommended that a deduction of \$7.38 should be made, and that the judgment should stand for \$17.84, which was acceded to by the Counsel, and the judgment was affirmed for \$17.34, with costs of suit and that each party should pay their own costs on review.

Robert H. Jennings vs. John Miller—A jury was then empanelled in this case. The plaintiff is a fisherman and the defendant a merchant in Bathurst. The plaintiff claimed a balance of \$200 for a quantity of salmon which he sold and delivered to the defendant under a verbal agreement, at 5 cents per lb. which he swore to—and which was corroborated by a witness who was present at the bargain, and all the salmon caught by plaintiff during the fishing season. The defendant denied this, and the plaintiff presented evidence that he would be down and see the fisherman; that he did go down but did not see plaintiff and on the 6th June, 1878, he wrote plaintiff that he had made a bargain for all his salmon at 5 cents that it was impossible to give 6 cents, but he would pay him that price up to the time he wrote, and from that time 5 cents. That defendant appointed collectors to receive salmon from his customers, and when the plaintiff got through his fishing and called one day for a settlement he and the defendant differed as to the price. Defendant received up to the date of the letter, 378 lbs, and subsequently 4637 lbs; there

was no dispute as to the quantity. The plaintiff received on account \$107.50, and the amount claimed by plaintiff. The plaintiff's Counsel contended that as a bargain had been proved, it was not competent for the defendant to rescind it and that such rescission could only take place by the approval and consent of the other party to the contract.

The Judge left the matter to the Jury and in his charge said if they believed the testimony of the plaintiff, as to the contract, and that he had not consented or agreed to reduce the price of the salmon to 5 cents, as alleged by the defendant; they would find for the plaintiff \$200—if on the other, they believed the testimony of the defendant, that the plaintiff, after the receipt of the letter had consented to deliver the salmon at 5 cents, and thus alter the terms of their bargain, the verdict should be for the plaintiff \$153.63.

The jury found for the plaintiff, \$200. Thomas Howard vs. Peter Roy. Mr. Thomson moved for trial and opened this case and stated that it was an action of trespass for killing a horse, and that the plaintiff is a farmer, and the defendant also a farmer residing near to the plaintiff, who was the owner of the horse in question; and that it appeared the horse was on the highway running at large, and was struck by the defendant's cart, and the defendant being challenged by the plaintiff he threw a stone and broke the horse's leg. His admission he made to the plaintiff's wife and also to her brother, Wm. Chamberlain. The value of the horse was \$100.

Plaintiff's case being closed, Mr. De Brisy, moved for a non-suit on the ground that as the killing of the horse, under the circumstances detailed was felony under Act 32 and 33 Vict. Cap. 22, Sec. 45 for malicious injury to property, the plaintiff's remedy was suspended until public justice was satisfied by the plaintiff prosecuting the offender to conviction or acquittal, and in the meantime, no action could be sustained. He cited Addison on Torts, 31, 32, 33 Clark's Criminal Law, 375, 376.

Mr. Thomson replied. The Judge recommended that a verdict should be taken for the plaintiff, subject to being changed to a non-suit, if, after argument, it should appear that the contention of the defendant should be found tenable, and intimated that the doctor, who the learned Counsel had undergone a material charge. He referred the Court to the case of Wells vs. Abraham, 7 J. R. 2, R. 564. The recommendation was acceded to and a verdict was taken for the plaintiff for \$100, subject to the order of the Court on the question. Subsequently a rule nisi was obtained to show cause at the next March Term.

Charles Ross, vs. T. Wilson Bell.—Mr. Lawlor moved for trial. This was an action of assumpsit for the value of goods delivered by the plaintiff to the defendant, value as agreed upon, \$30; plus general issue. The plaintiff was examined and proved that he sold to the defendant, on 13, May, 1877, the freezer in question for \$50, and that he, the plaintiff, was the only one by the railway to the defendant, at Shelburne, and had not received the payment according to arrangement. The plaintiff was rigidly cross examined by Mr. De Brisy, who endeavored to show that the freezer was not sold, but was sent by plaintiff to the defendant as his agent, to sell for him on commission, which plaintiff positively denied. The defendant was sworn. He stated that his bargain with plaintiff, was that he was to sell the freezer for the plaintiff, and he was to send to plaintiff \$25, and have \$5 for his trouble as a commission. The freezer arrived, and left the freezer at the freight house, where it was left until one o'clock, when the freezer was taken to the railway, while they were travelling, but he was desirous of having the bargain in writing, and wrote to plaintiff, and received a letter in reply as above stated, which letter the defendant read and great search could not find.

Mr. De Brisy contended that as the freezer was received by defendant, as the plaintiff's agent, the action could not be sustained, until demand on him to account. Mr. De Brisy addressed the jury for the defendant. Mr. Lawlor for plaintiff. The latter contended that as the property was sold and obtained as a bona fide sale, it was not required that a demand should be made before the action could be brought.

The Judge told the jury that their verdict must depend upon the fact, whether they believed the plaintiff or defendant's version of the transaction. The action being for goods sold and delivered, if the freezer was forwarded to the defendant to sell for the plaintiff, he would be to be sold on commission, then, before the plaintiff could sustain an action, he must demand an account, and, on refusal, his action should have been for not account. The present action for goods sold and delivered could not be sustained and their verdict should be for the defendant. If, on the other hand, they should come to the conclusion that the freezer was sold and delivered in the ordinary way of business, and the price was paid for the freezer, the plaintiff would be entitled to the price of the freezer, as stated by the defendant, then their verdict should be for the plaintiff for \$30.

The Jury were unable to agree, and after being out about six hours, were discharged.

Impudence and Dignity. The Advocate contained a very violent attack on the Freeman in a recent issue, spluttering in its usual petulant and "demolishing" style, simply because the Freeman expressed the belief that the Mitchell petition against Mr. Snowball's return was vexatious, etc. Thereupon the Freeman replies:—

It has been the Freeman's fortune to be opposed to Mr. Mitchell politically for many years, but it has never felt or manifested any vindictiveness towards that gentleman. On the contrary it has, even in the warmest of our annual elections, treated him with courtesy and to give him any public act of his. The paragraph which was so excited the anger of the wrathful Advocate was little more than a news item.

The Advocate ought to have learned by this time that Mr. Mitchell and his other proprietors are not above criticism.

ADVICE TO SPORTSMEN.—Don't point your gun at yourself. Don't point your gun at any one else. Don't carry your gun so that its range includes all your hunting companions. Don't try to find out whether your gun is loaded or not by shutting one eye and looking down the barrel with the other. Don't use your gun for a walk-

New Advertisement.

LEE & LOGAN, 45 & 47 DOCK STREET, ST. JOHN, N. B.

THE SUBSCRIBERS WOULD inform their Customers and the public generally that they have in stock, and to order, the following Goods, which will be sold for cash or on approved paper:—

CANNED GOODS. 300 Cases—Consisting of California Peaches, Peas, Apricots, Yamothorn Corn, Tomatoes, Strawberries, Pine Apple, Lobsters, Salmon, Oysters, Condensed Milk.

CHOICE FRUIT SYRUPS. 100 Cases—Fruit Syrups, Lemon (assorted), Strawberry and Pine Apple.

CHOICE HAVANA & DOMESTIC CIGARS AND TOBACCO. 1000 Choice Havana Cigars, 2000 Domestic do., 25 Boxes Tobacco, 25 do. do. Mahogany St., 25 Caddies do. Solace, 30 do. do. Little Corporal.

CURRENTS, STARCH, CONFECTIONERY, SPICES, PICKLES & SAUCES. 15 Barrels Fresh Currants, 25 Cases Colman's No. 1 Starch, 10 do. Canadian No. 1 do., 10 Tins Ground Pepper, 20 each, 2 Boxes do. do. 100 do. do., 25 Tins do. Cinnamon, 25 each, 25 do. do. Ginger, 25 Boxes Corn Starch, 20 do. Confectionery (assorted), 60 Doan's Worcester's Sauce (white and half pint), 20 Barrels Pickles (Morton's), and Crosse & Blackwell's.

WRAPPING PAPER, TOILET SOAPS, MUSTARD, BLACKING, SOAP, COFFEE.

DIED. On Saturday, 9th November, Sarah Anne Bridge, aged 31 years. Deceased had been a great sufferer for nearly four years and bore her affliction with christian fortitude and resignation to the last; and then she passed triumphantly to be "freed by the Lord."

THE QUEEN vs. JOHN HILLOCK and SARAH HILLOCK, and THE QUEEN vs. JOHN LAMBERT: Bills of indictment in these cases were put before the Grand Jury, and the witnesses were sworn to testify before the Grand Jury after some time returned into Court and found no bill in each case.

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Charles Ross, vs. T. Wilson Bell.—Mr. Lawlor moved for trial. This was an action of assumpsit for the value of goods delivered by the plaintiff to the defendant, value as agreed upon, \$30; plus general issue. The plaintiff was examined and proved that he sold to the defendant, on 13, May, 1877, the freezer in question for \$50, and that he, the plaintiff, was the only one by the railway to the defendant, at Shelburne, and had not received the payment according to arrangement. The plaintiff was rigidly cross examined by Mr. De Brisy, who endeavored to show that the freezer was not sold, but was sent by plaintiff to the defendant as his agent, to sell for him on commission, which plaintiff positively denied. The defendant was sworn. He stated that his bargain with plaintiff, was that he was to sell the freezer for the plaintiff, and he was to send to plaintiff \$25, and have \$5 for his trouble as a commission. The freezer arrived, and left the freezer at the freight house, where it was left until one o'clock, when the freezer was taken to the railway, while they were travelling, but he was desirous of having the bargain in writing, and wrote to plaintiff, and received a letter in reply as above stated, which letter the defendant read and great search could not find.

Mr. De Brisy contended that as the freezer was received by defendant, as the plaintiff's agent, the action could not be sustained, until demand on him to account. Mr. De Brisy addressed the jury for the defendant. Mr. Lawlor for plaintiff. The latter contended that as the property was sold and obtained as a bona fide sale, it was not required that a demand should be made before the action could be brought.

The Judge told the jury that their verdict must depend upon the fact, whether they believed the plaintiff or defendant's version of the transaction. The action being for goods sold and delivered, if the freezer was forwarded to the defendant to sell for the plaintiff, he would be to be sold on commission, then, before the plaintiff could sustain an action, he must demand an account, and, on refusal, his action should have been for not account. The present action for goods sold and delivered could not be sustained and their verdict should be for the defendant. If, on the other hand, they should come to the conclusion that the freezer was sold and delivered in the ordinary way of business, and the price was paid for the freezer, the plaintiff would be entitled to the price of the freezer, as stated by the defendant, then their verdict should be for the plaintiff for \$30.

The Jury were unable to agree, and after being out about six hours, were discharged.

Impudence and Dignity. The Advocate contained a very violent attack on the Freeman in a recent issue, spluttering in its usual petulant and "demolishing" style, simply because the Freeman expressed the belief that the Mitchell petition against Mr. Snowball's return was vexatious, etc. Thereupon the Freeman replies:—

It has been the Freeman's fortune to be opposed to Mr. Mitchell politically for many years, but it has never felt or manifested any vindictiveness towards that gentleman. On the contrary it has, even in the warmest of our annual elections, treated him with courtesy and to give him any public act of his. The paragraph which was so excited the anger of the wrathful Advocate was little more than a news item.

The Advocate ought to have learned by this time that Mr. Mitchell and his other proprietors are not above criticism.

ADVICE TO SPORTSMEN.—Don't point your gun at yourself. Don't point your gun at any one else. Don't carry your gun so that its range includes all your hunting companions. Don't try to find out whether your gun is loaded or not by shutting one eye and looking down the barrel with the other. Don't use your gun for a walk-

New Advertisement.

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THE SUBSCRIBERS WOULD inform their Customers and the public generally that they have in stock, and to order, the following Goods, which will be sold for cash or on approved paper:—

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CHOICE HAVANA & DOMESTIC CIGARS AND TOBACCO. 1000 Choice Havana Cigars, 2000 Domestic do.,