

A Woman's Problem

How to Feel Well During Middle Life Told by Three Women Who Learned from Experience.

The Change of Life is a most critical period of a woman's existence, and neglect of health at this time invites disease and pain. Women everywhere should remember that there is no other remedy known to medicine that will so successfully carry women through this trying period as Lydia E. Pinkham's Vegetable Compound, made from native roots and herbs. Read these letters:—

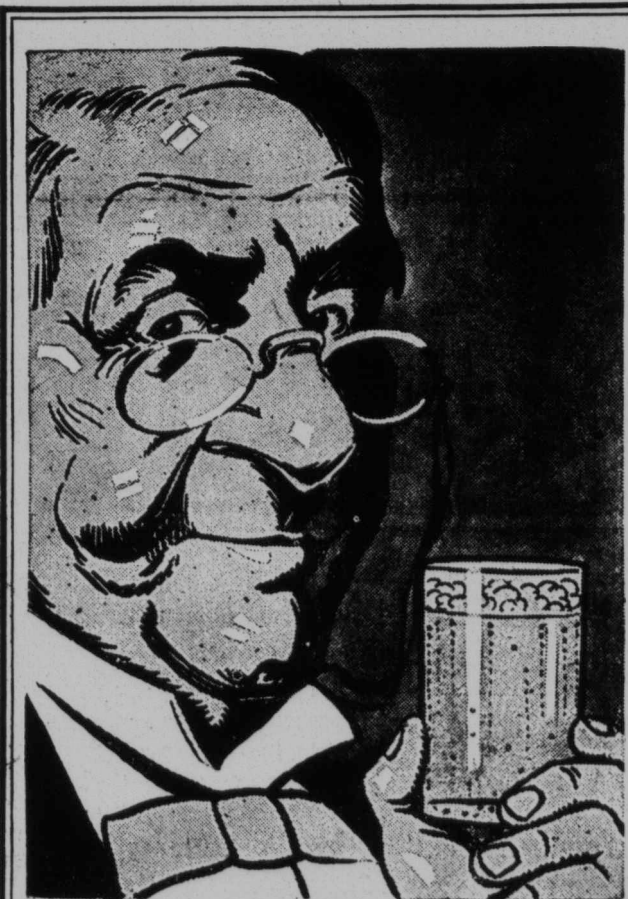


Philadelphia, Pa.—"I started the Change of Life five years ago. I always had a headache and backache with bearing down pains and I would have heat flashes very bad at times with dizzy spells and nervous feelings. After taking Lydia E. Pinkham's Vegetable Compound I feel like a new person and am in better health and no more troubled with the aches and pains I had before I took your wonderful remedy. I recommend it to my friends for I cannot praise it enough."—Mrs. MARGARET GRASSMAN, 759 N. Ringgold St., Philadelphia, Pa.

Beverly, Mass.—"I took Lydia E. Pinkham's Vegetable Compound, for nervousness and dyspepsia, when I was going through the Change of Life. I found it very helpful and I have always spoken of it to other women who suffer as I did and have had them try it and they also have received good results from it."—Mrs. GEORGE A. DUNBAR, 17 Roundy St., Beverly, Mass.

Erie, Pa.—"I was in poor health when the Change of Life started with me and I took Lydia E. Pinkham's Vegetable Compound, or I think I should not have got over it as easy as I did. Even now if I do not feel good I take the Compound and it restores me in a short time. I will praise your remedies to every woman for it may help them as it has me."—Mrs. E. KISSLING, 931 East 24th St., Erie, Pa.

No other medicine has been so successful in relieving woman's suffering as has Lydia E. Pinkham's Vegetable Compound. Women may receive free and helpful advice by writing the Lydia E. Pinkham Medicine Co., Lynn, Mass. Such letters are received and answered by women only and held in strict confidence.



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PLAINTIFFS ARE AWARDED DAMAGES AND COSTS

Another Auto Accident Aired In Supreme Court.—Ownership of Several Things Finally Settled

Court resumed on Friday morning, Williams et al vs Adams et al.

The above case, adjourned several times because of the illness of defendants' lawyer, the late Hon. L. J. Tweedie, is between Frank E. Williams and G. M. Barker, plaintiffs, and J. H. Adams, Henry King, E. Chemard, Raymond Hawkes, Geo. Watt, J. R. D'Anjou and J. R. Lynch defendants.

In order to lessen costs, venue had been changed from Moncton to Newcastle. Dr. Wallace appeared for plaintiffs and Hon. R. Murray for defendants. On account of illness of defendants' chief counsel, R. A. Lawlor, defendants asked for adjournment until December circuit. Plaintiffs asked for immediate trial or postponement not later than November.

Justice Chandler granted postponement till December, defendants to pay costs of the day and costs of opposing plaintiffs' application.

MacArthur vs Stothart

The important case of S. J. MacArthur vs Gilmore G. Stothart, a friendly suit in which the real plaintiff was Hon. Donald Morrison, and the real defendant Sheriff O'Brien and the creditors of Carl Bersing, an insolvent debtor, resulted on Friday afternoon in a victory for plaintiff, jury giving him \$53 damages and costs for loss sustained in having his horse seized by command of the Sheriff in the having season of 1914.

Hon. Robert Murray appeared for plaintiff, and A. A. Davidson for the defendant.

The jury were: Joseph H. O'Beirne, foreman; Philip Barry, Ed ward Barry, Nathan Neagles, Wm. McGrath, Harold E. Straug and Stamford Linton.

To shorten proceedings both sides agreed that Mr. Morrison, after speaking to defendant about pasturage for mare and foal had both taken to Stothart's field, where they remained several days, and while there Mr. Morrison had sold them to S. J. MacArthur, who when they owned a farm. The animals were taken away between June 25th and July 2nd, 1914. Sheriff John O'Brien representing himself as the assignee of Carl Bersing, took mare and foal from Mr. MacArthur between July 10th and August 2nd, and sent them to defendant for pasturage, whence they were afterwards delivered to the plaintiff in bond. The question to be decided was whether at that time the animals belonged to Carl Bersing or to the man to whom Donald Morrison had sold them.

Hon. D. Morrison

Hon. Mr. Morrison, sworn, said that in 1913 and 1914 he had a contract with Carl Bersing for the getting out of lumber for him (Morrison). He was to pay Bersing by the thousand, the lumber being cut off plaintiff's ground. About middle of December, 1913, Bersing came to see plaintiff, wishing him to get him another horse. After some demur, he bought a mare from Mr. Keating, of Strathadam, for \$225, and made a verbal agreement with Bersing that Bersing should have use of mare for the winter and have the option of buying her in the spring. Bersing took the mare on those terms.

Witness was supplying Bersing with money to enable him to get out the lumber. About April, 1914, Bersing told witness there was a mistake and the number of pieces got out were 3,909 less than he had supplied. Bersing also informed him that the mare was with foal, and that he would take care of her for witness until the latter could have her removed from his place. Bye and bye he came to Newcastle and told witness that he had to go to Sussex to drill and had no feed for the mare. Plaintiff sent feed back to Bersing's for the mare. Later, Mrs. Bersing sent and asked witness to take the mare and colt away from her place as she could not attend to it. Plaintiff asked Mr. MacArthur for pasturage but could not get any, then got it from defendant. Mrs. Bersing's brother brought the animals to defendant's pasture. A few days after that witness sold both mare and colt to Mr. MacArthur for \$240. Witness had previously commissioned defendant to make a sale for him if he could. After Mr. MacArthur got the animals the next plaintiff heard was that they had been taken from Mr. MacArthur's farm. Mr. MacArthur had paid him for the animals about the last of June or first of July, 1914.

Cross-examined by Mr. Davidson, Mr. Morrison said he had made the bargain with Bersing about middle of December. Hire of mare was not changed against Bersing until it was certain that Bersing was not going to buy her. He then charged up

\$20 for four months' hire. Bersing told the mare all winter. Later he spoke of feed being short and his having to go to Sussex for drill, and witness sent out feed, and intended to get the mare out as soon as possible. And Mrs. Bersing sent him to take the horses away. Bersing asking plaintiff for advances showed he was going behind in his business. Bersing offered witness a mortgage of his farm as security for his indebtedness.

Mr. Morrison's books produced at court, showed his claims against Bersing.

Date of mortgage, continued plaintiff, was June 11th, 1914. He wanted security enough to fully cover what Bersing owed him. The same date Bersing gave him a bill of sale as increased security for the same debt. Neither mortgage nor bill of sale were taken for any reason but to secure payments of the amount due.

To Mr. Murray—Not till Bersing couldn't buy the mare was horse hire charged up by witness. Bersing had volunteered both mortgage and bill of sale and spoke to E. P. Williston about drawing it up.

S. J. MacArthur

Witness had bought mare and foal from plaintiff the last of June or first of July, paid for them July 2nd, took them from defendant's pasture to his own farm. Then he had gone away on a vacation and when in P. E. I. had heard that he came right home, and found that mare and colt had been taken by the sheriff some time before. He had afterwards entered action of replevin. The trouble at the farm had shortened his vacation. He had bought the mare to make a team with another horse in order to save his hay crop. The farmer, in witness' absence, had taken a contract, which had to be dropped because of the mare's loss, and the cutting of a five or six acre lot had been so delayed that when cut the hay, in the ensuing bad weather, was made little better than straw. When the cows came to eat that particular hay they had gone down in their milk 15 quarts a day. Some 25 tons of other hay had been damaged, at least, \$2 a ton. There had been three weeks of good hay weather that summer and six weeks of wet weather, and the mare had been seized at such a time as to largely tie up paying operations those three good weeks. The sheriff had not informed him personally that the mare was seized, and he had not learned about it till after a week or ten days.

The bill of sale was put in evidence. It secured certain articles and mare and colt, for \$500. Mortgage was according to the terms of a bond given Mr. Morrison by Bersing, which bond was referred to in the mortgage. Bill of sale was to be discharged if four annual payments of \$125 each were made by Bersing, the first payment to be on June 11, 1915.

On June 18th, 1914, one week after executing mortgage and bill of sale, Bersing assigned all his property to Sheriff O'Brien for the benefit of his creditors.

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Black or Green Preserved and Sold only in Sealed Air-tight Packets.

G. G. Stothart

Defendant swore he had inspected Bersing's property and found the personality of small value. He went as an inspector appointed by Bersing's creditors, at a meeting of whom it had been resolved to request the Sheriff to get the mare and colt. He found very little stuff about the place. He saw a horse there—a roan gray—which he did not take away as he understood it to belong to Mrs. Bersing.

E. P. Williston

E. P. Williston gave evidence as to his drawing up the legal documents. Bersing told him Morrison owned the mare and colt. Witness had included mare and colt in bill of sale and had drawn up the mortgage so as to give Mr. Morrison ample security for what was owed him.

The defence claimed that as Bersing gave a bill of sale for the mare and colt he must have owned them that Mr. Morrison in any case had no right to sell anything until after default had been made in the first annual payment, and that, therefore, Mr. MacArthur could acquire no title from Mr. Morrison.

The prosecution argued that even if Mr. Morrison had only a bill of sale, he had the right to immediately take possession and sell any article, subject to the owner's equity of redemption; but, in this case, although the mare and colt were mentioned in the bill of sale, they did not and never had belonged to Bersing at all.

The jury found that the mare and colt had belonged to Mr. Morrison and that, therefore, he had the right to sell them to Mr. MacArthur, and awarded Mr. MacArthur \$50 damages.

Mr. MacArthur having got back his horses in 1914 on replevin, had not wished to carry the case any further, but, in order to definitely establish who owned the mare and colt it was necessary for him to enter the latter action.

The taking of steps to wind up the estate assigned three years ago, has thus been simplified and facilitated by the trial reported above.

Court adjourned until 10 a. m. Monday.

Patterson vs Loggie

Monday morning, the suit of Hazen W. Patterson and Mary, his wife, of Newcastle, against Lee J. Loggie of Chatham, was tried, A. A. Davidson for prosecution Hon. R. Murray for defence. Damages were claimed, it being alleged that defendant ran his auto into horse and wagon of Mrs. Patterson on Newcastle Bridge September 4th last.

Jury sworn were John G. Kethro, Wm. Moran, Stanislaus Hickey, H. J. Kethro, L. Comfort, Andrew McCabe and Perley Russell.

Mrs. H. W. Patterson

Mrs. H. W. Patterson said that on Sept. 4th she, with her maid, Annie Dower, were driving home from Newcastle. Approaching the bridge she was passed by a car safely. When on the bridge she saw a team coming towards her and behind that at McFarlane's corner, Chatham Head, another auto coming towards her. When she saw the team she was particular to keep the left side of the bridge (the lower side) and drew as close to the lower side as she possibly could, and raising her

hand signalled to the car to stop. Car was then about the middle of the bridge. (The main bridge is about one quarter of a mile long.) The team which was also coming was keeping on its left side (the upper side of the bridge.) When defendant's auto came up it tried to strike across the road and struck the other wagon's hind wheel. Then the car steered to witness's side of the road and took her mare under the fore legs and lifted the latter up on to the upper part of the car, twisting the mare and wagon around, upsetting the wagon and upsetting the witness and maid on to the bridge. The mare ran away. As a result of the accident she had been in bed three weeks, and had to limp three to five more weeks. Had not yet fully recovered use of knee, was still acting under doctor's advice, though not being attended by him.

Her household was then herself, her husband, and her husband's invalid uncle, who had since died, also a maid whom she had had for one week and was through with her that day. As a result of the accident she had to renege the girl at \$6 a month and board, and keep her until October 31st. over 8 weeks longer than she had intended, and then much of the household work had to be left undone. She had not the same nerve now to drive a horse nor same confidence in herself.

To the Judge:

When Mr. Loggie had taken her home, later in the day, he had to fix up some part of the front of his car several times. The front of his car struck and lifted her mare and turned her right around.

To Mr. Davidson:

Two of the mare's shoes were knocked off. Witness picked up one and someone else the other—right there. When witness had held up her hand, defendant's car was going, in her judgment, as fast as a galloping horse—faster than the six mile an hour speed limit. A notice on bridge says \$20 fine for driving faster than a walk. Car did not stop when she waved her hand.

To Mr. Murray:

Witness's horse was walking fast while she was just on steel work of bridge she saw Loggie on road at farther corner, no other car between her and him. No other car passed him in her sight. Another car had passed her on Newcastle approach of the bridge before she saw the Loggie car. Understood bridge is a quarter of a mile and her husband had since paced the road from the bridge end to McFarlane's corner, reporting it 680 yds. Front of Loggie's car had struck the other wagon and had then steered to her side of the bridge. When he struck the other wagon he steered across the bridge. When alongside the other wagon, he could not have been more than 8 or 10 feet from witness's mare. Was driving her mare as near to the lower side as possible. Mare had never before to her knowledge been in an auto accident. Her mare was standing still on the bridge when struck. She reared on to the car when the car came in front of her. She did not swing around until car struck her. Mare was standing on her own side of the bridge. Wagon upset and threw witness out towards lower side of bridge, where she struck on curb. She was taken to Dr. McGrath but not closely examined there, as she wanted to get home to her own doctor. Dr. McGrath said her injuries were bad. She had to be assisted in and out of his office. She had taken number of the car that struck her, but had not then thought of bringing any action. She had expected to be repaid for her loss. On the bridge Mr. Loggie had said for her not to worry, he would straighten up everything. She had held up her hand because she knew she was in danger and then dropped it. Meanwhile she held reins in left hand. Defendant's car was then somewhere between witness and middle of the bridge. Since the accident when driving the same mare, she got out and led her while passing a car. Her husband had since sold the mare to H. H. Carvell of Chatham. Witness had been confined to bed three weeks by her knee, injured in the accident. Could not bear weight on injured knee or on left arm.

Witness had never employed a maid till a week before the accident. After that had thought she could get along alone till her mother arrived later in the month. Her mother came. Her husband's uncle died Nov. 1st. Mr. Loggie had offered to pay all bills up to \$25.

Miss Annie Dower

Miss Annie Dower, aged 15, gave evidence about the accident that agreed with Mrs. Patterson's.

(Continued on page 4)

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SYNOPSIS OF CANADIAN NORTH-WEST LAND REGULATIONS

The sole head of a family, or any male over 18 years old may homestead a quarter-section of available Dominion land in Manitoba, Saskatchewan or Alberta. Applicant must appear in person at the Dominion Lands Agency or Sub-Agency for the District. Entry by proxy may be made at any Dominion Lands Agency (but not Sub-Agency), on certain conditions.

Duties—Six months residence upon cultivation of the land in each of three years. A homesteader may live within nine miles of his homestead on a farm of at least 80 acres on certain conditions. A habitable house is required except where residence is performed in the vicinity.

Live stock may be substituted for cultivation under certain conditions.

In certain districts a homesteader in good standing may pre-empt a quarter-section alongside his homestead. Price \$3.00 per acre.

Duties—Six months residence in each of three years after earning homestead patent; also 50 acres extra cultivation. Pre-emption patent may be obtained as soon as homestead patent, on certain conditions.

A settler who has exhausted his homestead right may take a purchased homestead in certain districts. Price \$3.00 per acre.

Duties—Must reside six months in each of three years, cultivate 50 acres and erect a house worth \$300.

W. W. COBY,
Deputy of the Minister of the Interior
N. B.—Unauthorized publication of this advertisement will not be paid for. XLX-15-49

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Dissolution of Co-Partnership

Notice is hereby given that the partnership subsisting under the style and firm name of James A. Rundle & Co., between James A. Rundle of Newcastle in the County of Northumberland and Province of New Brunswick and the undersigned James Robinson of Millerton in the County and province aforesaid under partnership agreement bearing date the fourth day of October 1906 made between said parties whereby the said partnership was to continue for a period of ten years from said last mentioned date, has been dissolved since the expiration of the term for which said agreement of partnership was entered into and which expired on the fourth day of October last past.

Dated the seventh day of November, A. D. 1914.
1822 JAMES ROBINSON

ECZEMA Has Stayed Cured For 15 YEARS

THE Ketchesons are well known as pioneer settlers of Hastings County, and none of them probably has a wider acquaintance than Mr. W. D. Ketcheson, who was formerly Division Court Bailiff of the Trenton Court, and is now living at 278 Front street, Belleville, Ont.

Over fifteen years ago Mr. Ketcheson was cured of an extremely severe case of eczema and piles by Dr. Chase's Ointment, and he writes now to say that the cure proved a permanent one.

In 1897 Mr. Ketcheson wrote as follows:—"I was troubled for thirty years with itching piles and eczema. I could not sleep at night, and when I got warm the itching was terrible. Eczema covered my legs down to the knees, perfectly raw. I have tried every preparation I could hear of. Seeing Dr. Chase's Ointment advertised, I procured a box, and this Ointment effected a complete cure."

On Sept. 28th, 1912, Mr. Ketcheson wrote as follows:—"I had suffered for fifteen years from eczema and piles, and everything I could hear of in vain. Reading about Dr. Chase's Ointment, I purchased it at once, and was soon completely cured. That was fifteen years ago, so there can be no doubt of the cure being a permanent one. I have met a great many people who have been cured by Dr. Chase's Ointment."

In this year of 1917 Mr. Ketcheson again confirms his cure, and expresses his wishes that others may benefit by his experience. Refuse to accept substitutes.

Dr. Chase's Ointment