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NTED—A second class female teacher for District No. 3, parish of St. John, St. John, N. B. Apply, stating salary, to Mr. J. S. Vandine, secretary to trustees, St. John, N. B.

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IMPORTANT GRANT OF LAND TO EARLY SETTLERS ON SITE OF CITY OF ST. JOHN

Simonds Brothers and James White Given Tract Supposed to Contain 2,000 Acres, But Which Was Much Larger—A Risky Trip to Halifax in an Open Boat.

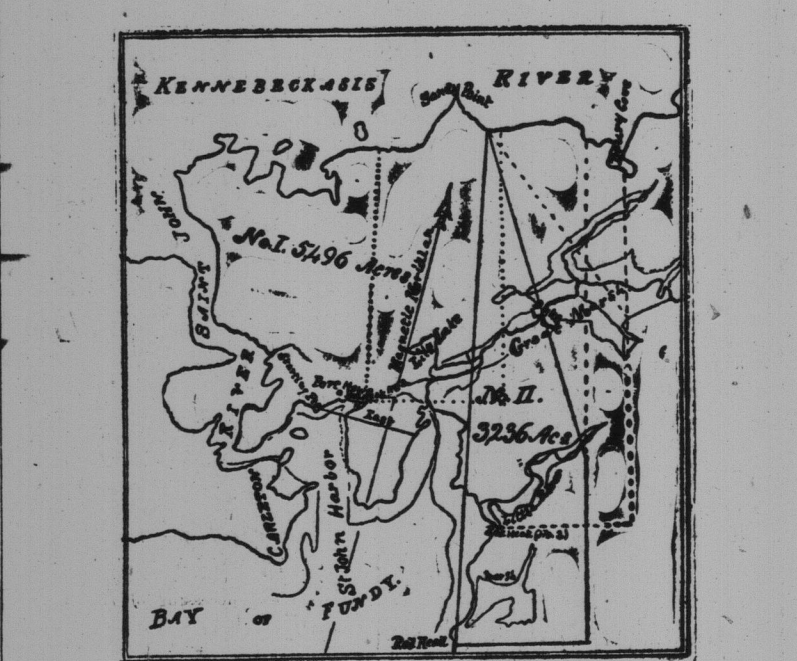
CHAPTER XX.

The circumstances under which James Simonds, William Hazen and their associates organized the first trading company at St. John have been already related. Their business contract was signed on the 1st of March, 1764. In the course of a year or two the character of the original company was essentially altered by the death of Richard Simonds, the retirement of Samuel Blodgett and Richard Peaslee and the admission of Leonard Jarvis as a new partner. Questions had also arisen as to the rights of the several partners in the lands granted in 1763 to James Simonds, James White and Richard Simonds. In order to settle these questions a new business contract was signed at Newburyport on the 16th of April, 1767, by James Simonds, Leonard Jarvis and William Hazen. The original contract is yet in existence amongst the papers of the Hazen family. It is in the handwriting of Leonard Jarvis and is a well worn document which bears marks of having been repeatedly handled. This is not to be wondered at for this contract proved a veritable storm-centre in the litigation that ensued relative to the division of the lands between the partners. The legal proceedings assumed various phases and occupied the attention of the courts for a period of twenty years.

Under the new contract Hazen and Jarvis were to have a half interest in the business, James Simonds one-third and James White one-sixth, and all the lands on the River St. John that had been granted to any or either of the partners (Mr. Simonds' lot in Maugerville excepted) were to be put into the common stock and divided in the following proportions, namely, one-half to Hazen and Jarvis, one-third to Simonds and one-sixth to White. The same division was to be made of any lands that should thereafter be obtained by the members of the company, either individually or collectively, during the continuance of the partnership.

Partners at Variance.

Mr. Simonds sailed from St. John for Newburyport in the schooner Eunice on the 4th March, 1767, but owing to head winds he was twenty days in arriving



at his destination. He submitted to Hazen and Jarvis the accounts of the business at St. John for the three years of the company's operations and then returned to Newburyport, about fourteen miles distant, to visit his relations. On his return he was accompanied by his sister Sarah and by his young bride, Hannah Peaslee, who were about to settle with him at St. John. On his arrival at the store of Hazen and Jarvis, the new contract was presented to him for his signature. The proposition relative to the division of lands led to a warm altercation and dispute. Hazen and Jarvis positively declined to continue in the business or to "put" the lands into the common stock. They were allowed an interest in the lands. They stated further that the goods on board the schooner Eunice should not leave Newburyport, nor would they furnish anything for the spring trade but insist upon immediate payment of the balance due them unless Mr. Simonds should execute the contract. Much as he disliked the proposal the situation of Mr. Simonds did not admit of delay. He was anxious to settle his family at St. John, his workmen and tenants needed his supervision and the Indian trade for the season would be lost unless the goods on board the Eunice were delivered as speedily as possible. Under these circumstances he deemed it best to sign the contract. Hazen & Jarvis claimed the company were at this time indebted to them in the sum of \$2,135, but in the subsequent proceedings in the court of chancery this was disputed by Mr. Simonds and the statements of the parties interested are so much at variance that it is difficult to determine the exact truth in the matter.

"This having one-fourth part of the duties, trouble and services to undergo and perform in transacting the business of the Copartnership, yet he was by the said Contract entitled to one-sixth part only of the lands to be divided under the contract. But although he declined as aforesaid his having no greater share in the carrying on the business in full confidence that some equitable allowance would be made him for his services over and above his proportion of the said profits and lands."

On the occasion of James Simonds' visit to Halifax early in 1764 he obtained a license to occupy ten acres of land at Portland Point for carrying on the fishery and burning limestone, but it was not until the 2nd of October, 1765, that a grant was made to him, in conjunction with his brother Richard, and James White, described as follows:

"Beginning at a point of upland opposite to his (Simonds') House and running East till it meets with a little Cove or River; thence bounded by said Cove till it comes to a Red Head on the east side of the Cove—thence running North eleven degrees fifteen minutes west till it meets Cuckles River, thence bounded by said river, the river St. John and harbour till it comes to the first mentioned boundary."

The bounds of this tract are shown in the accompanying plan. It was supposed to contain 2,000 acres, "more or less," but in reality it contained only a small part of the great marsh—then called by the Indians, Saksakattagan—and a further tract in that locality was applied for by James Simonds in a memorial to the government of Nova Scotia. The memorial stated that James and Richard Simonds and James White had obtained a grant of 2,000 acres of mountains and broken land at the mouth of the River Saint John in the year 1765, which had been improved by building houses, a saw mill and lime kiln, and the company had settled upwards of thirty people on it who were engaged in carrying on those two branches of business, but that the wood and timber so necessary for them was all consumed, therefore praying that 2,000 acres additional to the eastward of the said tract might be granted to the said James Simonds.

Grant Made

It can scarcely be believed that all the wood from the harbor of St. John to the Kennebec had been consumed in the five years of the cedar's operations at Portland Point. But probably the lumber in the vicinity of the saw-mill and the wood most convenient to the lime kilns had been cut and this was sufficient to afford a pretext for another grant. Mr. Simonds' memorial was considered by

the Governor in Council December 18, 1769, and approved and the grant issued May 1, 1770. The bounds of the grant are thus described:

"Beginning at a Red Head in a little Bay or Cove to the eastward of the Harbor at the mouth of Saint John's River described in a former grant to James Simonds in the year 1765, being the south eastern bound of the said grant, thence to run north 75 degrees east 170 chains, thence north 15 degrees west 160 chains or until it meets the river Kennebec, and from thence to run westerly until it meets the north eastern bound of the former grant."

The boundaries of the second grant may be readily traced on the plan. Like the former grant it included a good deal more than the 2,000 acres it was supposed to contain, and in this case, too, the grant escaped curtailment. The grant was in the name of James Simonds, but the other partners relied upon the clause in their business contract as a sufficient guarantee of their interests.

It must be said that as the first adventurers to settle in an exposed and at times perilous situation the first grantees of the lands at the mouth of the River St. John were entitled to special consideration. James Simonds had to make repeated visits to Halifax in connection with the business at St. John and these visits were sometimes attended with risk as will be seen from the following extract of one of his earliest letters.

"Last night arrived here after four days passage from St. John's—the first 24 hours were at sea in a severe storm, the second passed a place called the Masquerades where there was seas and whirlpools enough to have foundered the largest ships—we were providentially saved with the loss of all our cable and anchor endeavoring to ride at anchor till the tide slackened, but in vain. It was unlikely for us that we happened to fall in with that tremendous power in the strength of flood tide in the highest spring tide that has been this year. Gentlemen here say it is presumptuous to attempt to return the same way at this season in an open boat; but as the boat and men are at Piquet (Windsor), and I have no other way to get to St. John in season for business this fall, shall get out the business done as soon as may be and return the same way I came. The plea of the above difficulty will have a greater weight than any other to have business finished here immediately. This morning I waited on the Governor, Secretary and all officers concerned in granting license, etc., who assure me that my request shall be granted directly so that I hope to be on my way to St. John's tomorrow."

We cannot but admire the courage and enterprise of a man who after so fatiguing and perilous a journey, was ready, on the second day after his arrival in Halifax, to remount his horse and travel forty-four miles over a very rough road to Windsor to face again the perils of the Bay of Fundy in an open boat at a stormy season.

"The second contract, or Articles of Partnership, entered into by William Hazen, Leonard Jarvis, James Simonds and James White, is contained in the book of records of the old County of Sunbury. The original document bears the following certificate, "Registered by me March 26, 1767, J. Simonds, Deputy Reg."

DEATHS.

GRIFTHS—At St. John, Wed. July 27, 1904, William L. Griffiths, aged 73 years, leaving one son and two daughters.

SHIP NEWS.

PORT OF ST. JOHN.

Arrived.

Tuesday, July 26.

Stmr Penobscot, from Boston and Maine ports, Capt. W. L. Lewis.

Stmr Calvin Austin, 3,383, P. & O. Boston, W. L. Lewis.

Stmr Corban, 685, McPhail, Louisville, R. P. & W. Star, coal.

Stmr Star Brunswick, 72, Potter, Canine, and old; Watchman, 46, Newcomb, St. John, N. B.

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By Minister of Justice Muraviev had terminated the necessary formalities by drawing up a written report of the crime, the mangled remains of the minister of the interior were conveyed to a humble chapel adjoining the station, the windows of which miraculously escaped destruction. The priests and people, with characteristic Russian piety, at once joined in a solemn requiem. The square in front of the station was filled with a reverent crowd of peasants and laborers and the busy hum of traffic was silenced. A priest lifted up his voice and proclaimed: "The eternal memory of the departed servant of Russia," while all those in the congregation dropped to their knees.

Body Surrounded by Luxuriant Palms.

A no less impressive service was conducted at the minister's stately residence this evening to which only intimate friends were invited by M. Von Plehve's assistant, M. Durnovo, who is temporarily in charge of the ministry of the interior. The magnificent staircase and the reception rooms were draped in black. The body of the minister was completely covered by a white shroud which concealed the ghastly mutilations. It rested in a black and silver casket in a corner of the vast hall surrounded by luxuriant palms. Gendarmes and non-commissioned officers stood sentinel at the head of the casket while at its foot were two high officials of the ministry. The hall and the adjoining rooms, which are decorated in the byzantine style, somewhat resembling a church, were crowded with distinguished personages, including Grand Duke Alexis, the high admiral, Admiral Avellan, chief of the admiralty; Prince Hilkoff, minister of railways; Minister Von Plehve's associates, M. Wladimir, M. Durnovo and M. Sevastianoff, and the members of the diplomatic corps in full force, including Spencer Eddy, American charge d'affaires; Sir Charles Hardinge, the British ambassador, and M. Bompard, the French ambassador.

A special edition of the Official Messenger, distributed late this afternoon, contained only a brief announcement of the death of Von Plehve and the intimation that an official requiem will be conducted. Minister of Justice Muraviev went to the Peterhof palace this afternoon to report the assassination of Minister Von Plehve to Emperor Nicholas. His majesty did not leave the palace during the entire day, although he had arranged to go to Oranienbaum (10 miles from St. Petersburg) to attend the consecration of the new harbor.

The press has not been informed of the tragedy in view of the hourly expectation of the birth of an heir to the throne. According to the official version, the assassination occurred at 9.50 a. m. The assassin, who was standing on the sidewalk, tried to break through the crowd as the minister's carriage approached, but, being interfered with, he jumped into the street and threw the bomb at the rear of the carriage, which was a closed one. The assassin was severely wounded in the stomach and several persons were injured.

In the general havoc of shattered windows and damaged facades in the neighborhood, the only thing that absolutely escaped injury was a little chapel in front of the station.

The minister's death was instantaneous. When the body was undressed at his residence not a single wound was found on the trunk, but the lower part of the face was literally blown away.

The assassin has not regained consciousness but the physicians who performed the operation on him, believe his life will be saved. There is no official confirmation of the report that he took poison, but it is believed to be true.

The official inquiry is still proceeding. A number of arrests have been made but as yet there is no clue to the identity of the assassin or the real nature and cause of the conspiracy. The crime in many respects is similar to the nihilist tragedy which resulted in the death of Alexander II.

THE MURDERED MAN.

Von Phihv, One of the Most Powerful Men in Russia—The Kishineff Massacre.

Von Plehve was appointed minister of the interior April 18, 1902, succeeding M. Spigunov, who was assassinated April 16. Plehve conducted the prosecution of the assassins of Alexander II. In 1881, and his popularity increased until it became only second in importance to that of the emperor. Several plots to assassinate him have, according to reports, been discovered. The educated youths of Russia are said to have been bitterly opposed to him owing to his being charged with the turning on his own people and to the drastic changes which he inaugurated or advocated. He is said to have regarded the common people as either dangerous criminals to be repressed or as innocents to be ignored. He was largely of Polish blood. He was regarded as being in many ways the power behind the throne and was dreaded on account of his control of the secret police, and also owing to the fact that he controlled the press of Russia through the censors. What part, if any, he actually played in the Kishineff massacre will probably never be known, but his enemies have claimed that he had full knowledge of the events

SECOND BOMB TO FOLLOW FIRST.

(Continued from p. 1.)

crowds so eager were all for details of the crime. Intense excitement reigned everywhere.

When the news was received at the palace all the festivities of the day were immediately countermanded.

Berlin, July 28.—The evening newspapers print lengthy editorials on the assassination of M. Von Plehve, the Russian minister of the interior. Singular unanimity characterizes the editorials, they made of the deceased minister. Even the intensely pro-Russian Kreuz Zeitung pronounced him to have been harsh and ruthless in carrying out his policy.

Washington, July 28.—Secretary Hay has cabled to Count Lamsdorff, Russian minister of foreign affairs, an expression of sympathy on the loss of his colleague through the crime resulting in his tragic death.

The force of the explosion was so terrific that it not only broke every window within a radius of half a mile, but reduced the heavy paving stones to powder, heaved up the pavement and flung a heavy piece of the ironwork of the carriage across the canal, severing the thick mast of a large launch, felling, stunning the captain of the barge.

Everybody in the street was knocked down and more or less bruised.

When the officers of the law, headed

Coal Pocket Destroyed.

Portsmouth, N. H., July 28.—The coal pocket at the Portsmouth navy yard was destroyed by fire tonight with 6,000 tons of coal. The loss is estimated at \$125,000.

Remember!

We have no summer vacation, St. John's cool summer weather making study enjoyable during the warm months.

Also, students can enter at any time, as the course is individual, given at the student's desk.

Send for Catalogue.

S. KERR & SON, Oddfellows' Hall.

Notice!

The undersigned non-resident rector of School District No. 14 in the Parish of Lancaster, in the County of St. John, is requested to pay to the undersigned the amount of school tax set opposite his name, together with the cost of advertising, within two months from this date, otherwise the same will be sold or other proceedings taken to recover the same.

Fawcett Charles... \$20.00 \$27.75 \$22.50

Randolph (N. B.), May 14, 1904. S-2417-sw

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Our lower Seeds Have Arrived.

Large and very fine assortment to choose from. Seed Oats, Grass Seeds, Clover Seeds, Corn, Barley, Black Turnips, Flax Seed, Muesli, wheat, and all the other varieties.

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MURRAY & GREGORY, LIMITED, ARE NOW SAWING Cedar Shingles and Clapboards

In addition to their usual output of Long Lumber, Staves, Headings, Laths, etc., and are in a better position than ever before to supply building material.

A Planing Mill is being erected adjacent to saw mill for the manufacture of Flooring, Sheathing, etc., that will be running shortly.

White Enamel Iron Beds, regular price \$3.90, Sale Price \$2.65

Extension Tables, " " " 4.50, " " 3.45

Dining Chairs, go'den oak finish, 56c.

All our stock is reduced in price for this sale. Now is your golden opportunity—it may not occur again for a long time.

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Barkers' White Satin only - \$5.20

Barkers' Pride " - 5.25

Mohawk " - 5.35

Kent Mills " - 5.35

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