

## Christmas Groceries!

Our stock is now complete with every possible requirement for the Christmas Festival. British, Canadian and American Goods from the best manufacturers now ready for your inspection. From Chivers & Sons Plantations, Heston, Cambridge.

Blackberry Jelly, 1-lb. Glass Jars, 55c.  
Jelly Marmalade, 1-lb. Glass Jars, 48c.  
Mince Meat, 15-oz. Glass Jars, 55c.  
Red Currant Jelly, 8-oz. tins, 27c.  
Custard Powders, 8-oz. tins, 27c.  
Plum Puddings, 1-lb. tins, 75c., 2-lb. tins, \$1.40.  
Jelly Tablets, 1/2 Pint size.  
Lazenby's 1/2 Pint and Pint size Pickled Onions.  
Lazenby's 1/2 Pint and Pint size Cauliflower, Walnuts, etc.  
Lazenby's Essence of Anchovies, Celery Salt.  
Onion Salt, Gravy, Browning, etc.  
Lazenby's Dried Sage, Mint, Savoury, Parsley, etc.  
Lazenby's Black Leicestershire Mushrooms.  
Southwell's Lemon Crystals, 2-oz. Bottles, 20c.  
Southwell's Lemon Crystals, by the pound.  
Southwell's Almond Paste, 1/4-lb., 1/2-lb. and 1-lb. tins.  
Southwell's Whole Blanched Sweet Almonds, 1/2-lb. tin.  
Southwell's Ground Sweet Almonds, 1/4-lb. and 1/2-lb. tins.  
Southwell's Crystallized Ginger Cubes, 80c. jar.  
Southwell's Crystallized Ginger Cubes, 60c. box.  
Southwell's Crystallized Ginger Pieces, 50c. box.  
Southwell's Ginger Pieces, full 1-lb. tin, \$1.00.  
Southwell's Ginger Cubes in Syrup, 1-lb. jars, 90c.  
China Ginger Root, in jars.  
Southwell's Browning for gravies, 30c., 45c. and 80c. Bottle.  
Crystallized Ginger Chips, by the lb. 70c.  
Crystallized Pineapple Chips, by the lb. 80c.  
Crystallized Cherries.  
Glaze Cherries, 65c. lb.  
Angelica, Fancy Crystallized, \$1.50 lb.  
Salted Almonds, Bottles.  
Salted Peanuts, by the lb. 40c.  
Southwell's Lemon Curd, for making Cheese Cakes, 1-lb. Glass Jars, 60c.  
Citron Peel, Leghorn, 55c. lb.  
Lemon Peel, 30c. lb.  
Genuine Greek Sultana Raisins, 1-lb. Cartons.  
Crisco, 1-lb. tins, Best Shortening, 40c.  
Desiccated Coconut, 20c. lb.  
Seeded Raisins, 23c. and 26c. package.

Book Your Order for the Turkey Now.

**C. P. EAGAN,**

2 Stories:  
Duckworth Street & Queen's Road

### FOR SALE! The Property of an Estate.

1 22 H.P. Dominion Stationary Engine and Fittings, 1 Mill Carriage Rotary and Friction Gear, 1 42" Simonds Saw, 1 Clapboard Saw and Table, 1 Clapboard Sawing Machine, 1 Edger Saw, Lot Belting Shafting, Pulleys, etc.; 1 3 H.P. Mianus Engine, 1 3 H.P. Hubbard Engine, 1 4 H.P. Hubbard Engine, 2 5 H.P. Hartford Engine, 1 6 H.P. Palmer, 1 7 H.P. Ferro, 1 16 H.P. Jacobsen, 1 20 H.P. Trask, 4 Cod Trap Moorings, etc.; 1 Fish Beam, Weights, etc.

APPLY

**RELIANCE COMMISSION CO.,**  
OFFICE 334 WATER ST. Opp. R. Templeton's.  
PHONE 1019. dec8.31

## P.E.I. Produce.

To arrive about Saturday, December 16th, ex. S.S. Manoa from Charlottetown, P.E.I.

1000 Sacks RED POTATOES.  
1400 Sacks WHITE OATS.  
24 Tons HAY.  
20 Tubs BUTTER.  
2 Bbls. CHICKEN.

All Selected Stock and Reasonable Prices.

**T. B. CLIFT,**

P.O. Box 1353. Cable Address "Clifton."  
dec11.11

Forty-Three Years in the Public Service--The Evening Telegram

### Supreme Court.

(Before Mr. Justice Kent.)

Mendes Lima & Co vs The Union Trading Co.

The argument of counsel in this matter occupied the attention of the Court the greater part of Saturday. Mr. F. A. Mews for the defendant re-suming his argument after recess said in part that plaintiff's claim was for damages for breach of contract for the sale of a cargo of fish to them by the defendant Company upon a contract made by G. M. Barr in his own name and the plaintiff's say that G. M. Barr was agent only for defendant Company, and that the defendants are liable as the principals. That might be so if it is proven that Barr was really agent. G. M. Barr gave evidence that he was agent for defendants in respect of the cargo. On the other hand, Mr. Coaker denied this and said that Mr. Barr had bought the fish, and resold it to the plaintiffs in Brazil. That in proof of this it was shown that G. M. Barr had sold the cargo to the Brazil firm in his own name, and agreeing to sell fish of his own brand, had chartered the schooner Freedom in his own name, and sent her to Port Union to be loaded, and had reserved the right to send his own cutters there, and had recommended an inspection of his own choosing and had the fish branded with his own brand. These and a number of other things he had done, all in his own name. The Bill of Lading was also in his own name.

Mr. Mews argued that all these things were acts which a buyer of fish would do. That when Mr. Barr claimed he was paid \$1.00 per drum, it was shown that the ordinary commission on a sale of fish is one per cent, whereas \$1.00 per drum is equal to five per cent, which is a most extraordinary commission. Furthermore the defendants say that the fish was sold to G. M. Barr, and this \$1.00 per drum was profits he made on the sale, and furthermore that when Mr. Barr had the fish packed under his own brand, the presumption of law is that he had it packed and branded for his own account and the onus is on him to prove otherwise, and that he has failed to rebut this presumption. Further, that the question of agency was not merely incidental, or collateral to the case, but was the main issue, and that the plaintiffs and Mr. Barr had failed to prove it, and therefore the plaintiffs case must also fail. Counsel also wished to point out, that as Mr. Barr in his own evidence, had said he had no complaint to make as to the quality of the fish that was loaded on board the vessel, or on account of the inspection of the fish, the attempt which was made at the end of the case after all other witnesses had been called by calling Mr. Snelgrove, the fish inspector to prove that 600 or 700 drums had been packed without inspection before he went to Port Union, had failed miserably. Counsel submitted that Snelgrove's evidence was utterly worthless for many reasons. Snelgrove had said that the packed drums were piled in the store when he got there and when he was asked how they were piled, he said they were piled 7 tiers high, and each tier consisted of 15 drums on one side of a square and 40 drums on the other side, but that Snelgrove seemed to have no idea that this would make 4200 drums in the pile. Against this Mr. White proved that no drums had been packed or piled up at all, when Snelgrove got there. Mr. Mews also submitted that the defendants were not concerned with the damages claim unless they were liable as principals, but that in any case the proof of damages was also overdone. That claims had to be put in within a limited time, and that the first claim put in so described the fish as to make it valueless, yet only 146 was claimed per drum. Later a second claim of 30 shillings per drum was made, but it was not shown why the damages were doubled in a few days without any apparent reason. Further that the evidence as to damages was very vague and uncertain. No dates were given and the fish after it was landed, had been moved about from one town to another, and the damage might have happened in Brazil. Further that the market price fell considerably at that time. Counsel said plaintiffs had set out to prove agency, and that the defendants were principals. In this they had failed therefore the present action must fail.

#### COUNSEL FOR PLAINTIFF.

Mr. Winter, counsel for Mendes Lima & Company, then submitted his arguments stating there were three distinct points in connection with the proceedings, first the matter of agency; second, when the claim was made; and thirdly as to the measure of damages. Regarding the first point he could not see how a business man of Mr. Barr's knowledge and experience could negotiate for this cargo other than as the agent, as all his actions conclusively proved that he had acted through the proceedings in no other capacity. True the transaction was an extraordinary one from many points, but while Mr. Barr had been frank and open all through the transaction Mr. Coaker had been very careful not to put pen or paper anywhere. Actual facts are fundamental in this case, and the plaintiff has amply proven them. While it may be said that the commission was high, we were at that time taking our cus-

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Commencing on Wednesday Next

DON'T MISS THE GENUINE BARGAINS OFFERED AT THIS

# SALE!

Ladies' Costumes  
Serge Tweed, etc.

Tweed Skirts  
Serge Skirts  
Alpaca Skirts

Ladies' Black Blouses  
Ladies' Crepe-de-Chene Blouses  
Ladies' Voile Blouses

D. & A. CORSETS  
in all sizes

Ladies' Dressing Gowns in Eider, Crepon, Flannelette

Ladies' Fur Muffs  
Ladies' Fur Collars  
Ladies' Fur Stoles

Ladies' Silk Dresses,  
Ladies' Serge Dresses,  
Ladies' Georgette Dresses,  
Ladies' Crepe de Chene Dresses.

Ladies' Millinery Hats  
Ladies' Ready-to-Wear Hats  
all at Half Price

Shetland and White Flannels

Goods Cannot be Replaced at Values Offered

Men's Tweed Pants

Men's Tweed Suits

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Men's Flannel Shirts

Men's Grey Sweater Coats

Men's Woolen Underwear  
Men's Winter Caps

White Twill Sheeting

White Plain Sheeting

Grey Twill Sheeting

White Table Damask

Do Not Miss this Opportunity of Securing Goods at Prices Offered During this Sale.

Preliminary Announcement. Particulars in Tuesday's Papers

# G. KNOWLING, LTD.

#### NOTICE!

#### Opening Announcement!

We beg to inform the trade and all our town, and outport customers that we have removed our business to 367 Water Street, (formerly occupied by Mr. J. W. Taylor) opposite Queen's Theatre. We are now carrying a full line of Dry Goods, Men's, Ladies' and Children's wear. Our Specialty: Notions, Jewellery, Brooms, Boots and Shoes, Rubbers, Wall Paper and Paints.

**J. A. BASHA,**

WHOLESALE & RETAIL VARIETY STORE  
367 WATER STREET. PHONE 721.

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