

THE CARBONEAR HERALD

AND OUTPORT TELEPHONE

Vol 13

CARBONEAR, NEWFOUNDLAND, December 9th, 1881.

No 26.

ADVERTISEMENTS.

THE CARBONEAR HERALD A N D

OUTPORT TELEPHONE
Is Printed and Published from the Office west of the Post and Telegraph Offices, Water Street, Carbonear, every Friday Morning.

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All communications for the "Herald" to be addressed to the Proprietor and publisher:

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Herald Office, Water St.
Carbonear

BOWDEN'S

Sewing Machine Depot
SAINT JOHN'S.

Just Received ex. s.s. *Nova Scotia* a choice lot of new Hand

Sewing Machines,

Manufactured by the Britannia Sewing Machine Co., England.

OF THE SINGER PATTERN.

These are the First lot of HANT SINGING MACHINES ever imported, and contain improvements controlled by no other machine.

SAMPLES may be seen at Mr. JOHN FOOTES'

CALL AND SEE THEM.

An entirely new Machine of American Manufacture will shortly be introduced

"THE LIGHTNING SEWER"

The New Wilson Oscillating Shuttle Sewing Machine

Orders Received by

JOHN FOOTE,

Agent, Carbonear

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Dividend on the Capital
Stock of this Company, at the rate of ten per cent. per annum, for the half year ending 30th June, 1881, and a Bonus of One per cent., will be payable at the Banking House in Duckworth Street, on and after THURSDAY, the 15th inst., during the usual hours of business (By order of the Board.)
R. BROWN,

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UNION COFFEE HOUSE

DINING SALOON

ANDREW LENNOX

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MEALS served at all hours and at lowest prices. Perfect satisfaction guaranteed. Remember the sign of the COFFEE POT, No. 248, Water Street, St. John's.

ST. JOHN'S, No. 1

MARBLE WORKS

THEATRE HILL, ST. JOHN'S,

ROBERT A. MACKIM.

MANUFACTURER OF

Monuments, Tombs, Grave Stones, Tables, Mantle Pieces, Hall and Centre Tables, &c. He has on hand a large assortment of Italian and other Marbles, and is now prepared to execute all orders in this line. N.B.—The above articles will be sold at much lower prices than in any part of the Province of the United States

ADVERTISEMENTS.

Newfoundland Lights.

TO MARINERS.

[No. 2, 1881.]

ROCKY POINT, HARBOR BRETTON, FORTUNE BAY.

Latitude 47° 27' 30" North.
Longitude 56° 47' 45" West.

The Light Tower burnt down in June last has been replaced by a CIGULAR IRON one, in which, on and after 21st November a fixed white light will be exhibited nightly, from sunset to sunrise, at an elevation of 68 feet above the level of the sea, and illuminating the whole horizon seawards, excepting towards the Harbor Rock. This Rock bears N. E. $\frac{1}{2}$ E. 230 yards distant; on this bearing the light is obscured.

The illuminating apparatus is Dioptric of the 8th order, with a single argand burner. The Tower is painted Red and White in alternate horizontal bands.

[No. 3, 1881.]

HANTS HARBOR, TRINITY BAY

Latitude 48° 01' 07" North.
Longitude 53° 15' 07" West.

A Wood Octagon Tower on a square base has been erected at this Harbor on the N. E. Head, on which, at an elevation of 65 feet above the level of the sea, a fixed red light will be exhibited nightly from sunset to sunrise on and after 21st November, and which will illuminate the whole horizon seaward.

The apparatus is Dioptric of the 3rd order, with a single argand burner. The buildings are painted White.

JOHN STUART,

Secretary.

Board of Works' Office,
St. John's, Newfoundland.

7th November 1881.

Nov. 18. 5i.

CRAWFORD'S

Temperance Dining Saloon

140 WATER STREET,

(Opposite Messrs. Job, Bros., & Co.)

Seas, Refreshments to order

Our friends from the Outports would do well to call should they get hungry in the City.

June 3

A CARD.

A "Fancy Fair," for the benefit of the Presentation Convent of Carbonear, will be held in the St. Patrick's School Room during the last week of Christmas. Articles for sale and other contributions will be thankfully received by the Reverend Superiress of the Convent, and also by the following Ladies:

Mrs. Thomas Goff, Mrs. James Kelly, Mrs. Catherine Hamilton, Mrs. Michael Kean, Mrs. William Finn, Mrs. Thomas Finn, Miss Anne Mackey, Miss Bridget Dody, and Mrs. Peter Hamilton.
Carbonear, 1st December, 1881.

FOR SALE

That piece of land situated on the south side of the main Brook of Carbonear, and measuring from North to South seventy four yards, and from East to West thirty nine yards. Bounded as follows:—On the North by the main Brook, on the South by property of Timothy Morea, on the East by William Morea, and on the West by William Pumphrey.

For further particulars apply to.

MRS CRAMM,
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SUPREME COURT.

Breach of Promise Case.

WEDNESDAY, NOV. 30.

MARIANNE HOLLETT

vs.
JOHN HADDON.

Before Mr. Justice Pinsent, D.C.L. and a Petty Jury.

An action taken for the recovery of damages for an alleged breach of promise to marry.

The plaintiff, who is a milliner, belongs to Sourd Island, Placentia Bay, and has pursued her avocation in St. John's for several years. In the early part of 1878 she proceeded to Fogo to work at her trade in the establishment of Mr. Scott, at a salary of £25 per year, where she remained for two years and 9 months. It was here she met what she fondly but not wisely believed to be her destiny in the person of the defendant, who was a book-keeper in the employ of Mr. Duder. About three weeks after she arrived, the preliminaries of love-making commenced, in conformity with the routine of out-harbor life, and notwithstanding the objections of her employer, they were engaged in the month of March, 1878, to be married, when the defendant became of age, he being then only nineteen years old. On the 26th March, 1878, he wrote the plaintiff a letter assuring her of his affection, in which he said:—

"MY DEAR POLLY,—

You need not be afraid to trust me. I know I am not worthy of you. You think that when I arrive in St. John's and see other girls I will forget you; but I shall never cease to think of the girl who has led me towards my duty to God, and he will watch over me and bless you whilst I am absent. From your ever dear and loving JOHN."

About that time they used to meet each other every night. He made her a present of a ring and a gold watch that she might know the hour, as ten o'clock was the hour in which they, with affectionate reluctance, parted for the present. On April 8th, 1878, he wrote the object of his future happiness the following letter:—

"MY DARLING PET,—

You cannot think what impressions of happiness I feel at finding that my love is reciprocated. I could die for you but I feel now that I must live and work for you. If I saw you walk with any other fellow it would kill me on the spot. You know that I love you, and I wish I could hear the same from your own sweet lips. Yours, forever."

On May 12th, 1880, he wrote her—she being then in St. John's,—

"MY OWN POLLY,—

I hope it will be all right for me, or I will die. I rely on your promise. No Scott, or any other man, will go between you and me. I hope you will get the shoes; if you cannot get No. 6 get No. 7. If I am allowed to walk with you when you return I shall be able to give up smoking and chewing; otherwise I shall again fall into my old habit. Yours, forever."

On May 19th, 1880, he wrote:—

"MY OWN DEAR DARLING PET,—

As I am determined to have you tell your mother that you must come when I send for you. Ask her if she is satisfied to give you to me. Oh! I was mad to let you go to St. John's. It is a grand thing that I love you with all my heart. How I cried when you said that God would bring it out all right. I knew my dear that you were dying to hear from me this mail, so I have sent you this short letter. Yours, for ever."

Letter, Nov. 16th, 1880:

"MY OWN POLLY,—

Stay in St. John's this winter, as I will sure to be there; but mind you don't tell anybody. Yours, for ever."

Letter, Dec. 9th, 1880:

"MY OWN DEAR PET,—

I received all your letters and will do my best to respond. You know that I am no good to answer love-letters. You ask me if I am lonely without you. You know I am, and my trip to St. John's will be a God-send. You see, my love, that God is for us and who can be against us. I am working like a son of a gun to have my work finished in time. It will be scrumptious for you my darling. I am almost wild at the thought of

spending a winter in St. John's. Tell your mother that I hope to see her before you change your name from Hollet to Haddon. May the Lord have mercy on the soul of (mentioning another rent) if I lay hands on him. I should like to catch him in St. John's. I would kill him and eat him afterwards. I hope you put my shirts on board the "Maggie." Be a good girl and wait for me. Yours, till death."

On the 19th December, 1880, the defendant attained the age of twenty-one.

The plaintiff left Fogo in May, 1880, to come to St. John's, because she could not stay with Mr. Scott, the defendant wishing her to leave, as it would be only a year until they would be married. On being placed in the witness-box today, she said: I came to St. John's and left for Sourd Island about the 22nd June, 1880, in consequence of a letter I received from defendant, and I left Sourd Island and came on to St. John's again. The letter was dated 20th August, 1880, and contained the sum of two pounds to pay my passage down. It ran as follows:—

"MY OWN DEAR PET,—

I am not able to sit up to answer your five dear letters, but shall do my best to reply to the principle points of them. I thought it would be better for you to come down and work for another person. You must come down as quickly as possible. I will never give you up as I am satisfied with you. God's blessing on us both. Yours till death."

I went to Fogo then, and remained there until the 12th November, 1880, when I came on to St. John's. We were to be married in the fall of 1881, he told me so the day I was leaving Fogo, and made me a present of a diamond and two sovereigns, because he said I was a good girl. When I came to St. John's I intended to go home, but I did not do so, as he said he was coming to St. John's. He arrived here in January, 1881, and called to see me at Mrs. Irwin's where I was staying. He said, in conversation with me, that he had promised to marry me this fall, and he intended to do so. As regards his means, he said he would get £100 from Mr. Duder, but if he refused to give him that he would clear out from him. He came to see me almost every night at half-past seven and remained until 10. On 22nd February, 1881, he wrote me saying: "It was too bad that you wouldn't let me go to the Wesleyan Tea Meeting. I knew that I would catch it from you; but it is all over now. Be sure to meet me at Mrs. Cowans this evening." This was in answer to a letter of mine complaining of him for bringing another girl to the meeting. In January, February, and March of 1881, he continued his attention, but at the latter part I noticed a little coolness in his manner. He began not to fulfil his appointments, and his visits fell off. He was quite changed in his manner when he came. Several other short letters were sent during the month of March which are apologies for his not calling. He promised to come and see me on Sunday the latter part of March, but he did not do so; so I called on his mother to inform her of his conduct towards me. He was present and said that he would not make it up with me, demanding the ring and watch which he gave me at Fogo in the year 1878. His mother said it was wicked of him to do such a thing. He afterwards made it up with me and remained friendly for about a fortnight. I met him then at Mr. Earle's, and he said he was tired of me and wanted a change; that I might suit him very well in Fogo, but not in the city of St. John's; and that he never would be seen with me again. I said I would make him suffer for it if I could. This difference was subsequently made up. We went to Topsail and had dinner at his father's place there. He said there, he knew it would be all right and that he would not leave me like that. He again failed in his promise to meet me. He asked me about the first Monday in April if I would be satisfied to see him but once before he went to Fogo. I refused. He told me then not to send any notes to the house, but I posted one to him, saying that I heard he said he had only made it up with me until he left St. John's, and that

he was afraid, if I knew the truth, I would kick up too much fuss about it. He said when I met him after that, that it was not true and that he would not deceive me. I accepted that as satisfactory. The day he was leaving, I met him at Mrs. Sharpe's; he promised that he would not go with any other girl, and that when he got to Fogo he would write and tell me why he could not see me and appoint a convenient time for our marriage. We parted in the most affectionate terms. On the 11th May, 1881, I received a letter from him to the effect:

"I will have nothing more to do with you. If you write me again I will return your letter, unopened. This letter was signed Yours, etc.

I am now twenty-seven years of age. Having heard the plaintiff's evidence, she being in the witness-box all day, the Court adjourned until tomorrow.

THURSDAY, Dec. 1.

Mr. McNeily, Q.C., addressed the jury on behalf of the defendant, stating by way of defence, that, although there was a promise to marry whilst the defendant was under age, still there was no ratification of the promise afterwards, without which she could not recover.

The defendant was not called as a witness.

Mr. Justice Pinsent then addressed them to the effect that, although this action was of a rare and unusual occurrence in this community, he entirely disagreed with the remarks of the defendant's counsel in saying that there was impropriety, or reflection upon the plaintiff's conduct in bringing this case before the public in a court of justice. This was a very proper medium for seeking redress, without which he did not know how a remedy could be applied to parties who felt themselves grieved in such cases. Here his Lordship referred to the evidence and told them that in his opinion there was sufficient evidence to support a fresh promise to marry and that the only question for their consideration was one of damages. In that respect they should be guided by the respective position of the parties in life, particularly that of the defendant, who was a Book-keeper in the employment of Mr. Duder at Fogo. They should also take into consideration the youthfulness of the defendant in comparison with the maturer age of the plaintiff, who no doubt must have exercised an influence over him which, perhaps, would have been better had she left alone.

The Jury, after a short absence, returned with a verdict for the plaintiff for four hundred dollars.

Jury—James Wear, Joseph Moyst, William Mitchell, Henry Watkins, John Wiseman, Richard Martin, John McGrath, George Thompson, and Edward Warren.

Mr. Boone and Mr. Emerson for plaintiff; Mr. McNeily, Q.C., and Mr. I. R. McNeily, for the defendant. — Telegram.

Within the past few days we have been put in possession of information, which, if true, must show that there is something materially wrong in the manner of carrying out the provisions of our License Act. The third section of the Act gives the Magistrates power to grant Licenses, subject to certain conditions as to the manner and time of making application therefor. One of those conditions is that the applicant must make his application one week before the first of April or October, and that notice of such application having been made must be posted outside the door of the Court House for a certain time before granting the License, in order to enable parties desirous of doing so to make objections to the grant. Besides this, it is entirely discretionary with the Magistrate whether he will grant the License after all the formalities have been complied with. Protected by these restrictions the residents of any particular locality may be said to have the power in their own hands to say whether they will permit an establishment to be set apart for the sale of intoxicating liquors in their neighbourhood, as it is hardly probable that

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