

WEDNESDAY EVENING, FEB. 26, 1873.

Important Decision.

GORDON VS. TOWNSHIP OF LUTHER. We publish, for the benefit of our readers in the Township of Luther and elsewhere, the following judgment, delivered in an action brought by Thomas A. W. Gordon, Esq., a ratepayer of the Township of Luther, for the return of the amount of a special rate levied upon him by the said Corporation, to provide for the bonds granted for them to the Toronto, Grey & Bruce Railway. The railway not having completed their contract within the two years allowed by the said by-law, the Court has held that the ratepayers upon whom a levy has been made for this purpose can recover. Mr. Robert Oliver was counsel for the plaintiff, and Mr. Guthrie for the defendant.

This suit is brought to recover a sum of \$50, admitted by defendants to have been paid to them by plaintiff under an assessment levied by virtue of a By-law made in pursuance of the Railway Act and the special act of the Toronto, Grey & Bruce Railway Company. The By-law provides for levying a certain amount to pay debentures to which the Railway Company were to become entitled on completing certain works within a specified time.

The Company did not complete their works according to stipulation. And in pursuance of a decree in Chancery in the case of Luther vs. Wood, the debentures have been restored to the Township. The plaintiff now contends that the object of the by-law no longer existing, he is entitled to a return of the moneys assessed against and paid by him. If this were the only point raised before me, I should have but little hesitation in disposing of the case.

The defendants received the money to use for a certain specified object, and that object being removed, they are not entitled to retain the money, but must return it to the party from whom it was received. It is a case of failure of consideration.—Chaffel vs. Poles, 2 M. & W., 887.

But the by-law contained a provision for disposing of the moneys raised under it (in case of failure of the special object) by transferring such moneys to the Corporation of the Township "to be applied to its own purposes." I think this provision is an excess beyond the power of the Corporation.

The only power they had was under the Railway Act and Special Act before mentioned, which merely enabled them to raise money for the object specified, and if they could hold the moneys under this extra provision they would get into their hands a large sum of money, without any object to which it could be applied.

Then, if this part of the by-law is ultra vires, can I so hold it? I understand the law to be that when a by-law is upon its face, and ultra vires, a court deciding any question arising under it is not bound to give effect to the by-law, or to consider it in force until quashed in the ordinary way.—Regina vs. Wood, 5 E. & B. 50.—Sutherland vs. Nicolson, 10 U.C. & B. 628.—and I therefore think that I may hold this part of the by-law ultra vires, and that the moneys in question cannot be held under it.

It was contended, however, that the plaintiff having voted for the by-law in its present shape, estopped from saying that it was ultra vires. I think not. The doctrine of Estoppel does not apply when the subject matter is attacked upon some collateral ground showing it illegal, void or not binding.—Mollish vs. Brantford, 2 U.C.C.P. 35 & 50. This was an action on a debenture issued by the Corporation, and it was held that defendant was not estopped from setting up the invalidity of the by-law. As a defence see also Doe Prius vs. Hemmels, 1 B. & C. 741, and Doe Chandler vs. Ford, 3 A.O.O.B.E. 649.

It was urged on behalf of the defendants, that in considering whether the objectionable part of the by-law should receive effect or not, I should be guided by the principles recognized by the Court in considering applications to quash by-laws, and that where a by-law had been acted upon it would generally be sustained. This is so where work has been done, or money expended, or the by-law acted upon. So that it would occasion much inconvenience if quashed, but I do not see that anything of this kind has taken place as regards the part of the by-law in question. The moneys assessed were collected under and with the idea of being used for the part of the by-law in assistance of the Railway, but the Corporation have not engaged in any works, or gone into any expenses, for which the money has been or could be used, so I think that argument entirely fails. It is said that the defendants have been at expense in litigation to determine whether the Railway Company was entitled to the debentures or not, but the by-law does not provide for the payment of such costs, and if such expenses were properly within the authority of the Corporation, it must follow that the case be paid out of the general funds. Besides this, I think I cannot go into any consideration of that question, for the reasons I am about to state in considering the only point which yet remains.

their ablest supporters, have treated the temperance question lately, together with the rumored temperance proclivities of the new Governor General, has given a new stimulus to temperance men in Ontario. That intemperance is the bane of society no one will deny, but the practicability of doing away with it is the great problem.—It is generally admitted that, in this Northern latitude, it is necessary to have a house of accommodation, say every six miles, on all our leading roads. Then the difficulty in towns and villages is to be met with. If the temperance cause of Ontario would submit a plan, based on temperance principles, to accommodate the travelling public, they would do more toward getting a prohibitory liquor law in one year, than they will do in the present way in twenty, as there are hundreds of persons who would vote for a prohibitory liquor law, who would never join a temperance society. County-town business in Arthur seems to be played out, or rather it never was played in. While other Villages have been expending large sums of money, and straining every nerve to accomplish their vote for a prohibitory liquor law, why our Village fathers have not had the plan of our new County submitted to Parliament, and its claims urged by some able member, is a mystery. Perhaps they think that the nucleus of a new County that we possess in the shape of a Registry office may overcome all opposition, but there is danger in so much apathy on one side and so much activity on the other, and it is possible the price may slip from us.

A great number of farmers, old and young, left here in the beginning of the winter to work in the woods in Michigan. They are reported to be getting good wages. Lumbermen are taking out timber in Luther this winter. With the selling of timber and hay, the settlers in that Township ought to be better off than they were last year.

The remains of the wife of Mr. William Leadlow, who died Friday, 21st inst., were taken to the English Church, burning ground on Sunday by one of the largest funeral processions that has ever been in this part of the country notwithstanding it was one of the coldest days this winter.

Feb. 24th, 1873.

Mr. Chauveau will resign the salaried office of Superintendent of Public Instruction.

BIRTHS.

KERR.—In Arthur Village, on the 15th inst., the wife of Mr. Alex. Kerr, cooper, of a daughter.

BOOTH.—In Arthur Village, on the 16th inst., the wife of Mr. Robt. Booth, merchant, of a son.

MARRIED.

ATCHELSON—BAIN.—In Pilkington, on the 24th inst., by the Rev. Dr. Hogg, Mr. Wm. South Acheson, farmer, Maryborough, to Miss Mary Bain, Pilkington.

EVANS—SMITH.—On the 24th inst., by the Rev. E. Kershaw, Mr. W. A. Franks, to Miss Elizabeth Smith, both of Mount Forest.

DYER—JACK.—On the 18th inst., by the Rev. J. Morrison, Mr. John Dyer, to Jennie Jack, both of the township of Preston.

TURTON—TANNER.—In Fergus, on the 12th inst., by the Rev. J. G. Laird, Mr. James Thomas, of Guelph township, to Miss Rachel Tanner, of the township of M'Anastion.

DIED.

LEADLOW.—In Arthur Township, on the 21st inst., the honored wife of Mr. William Leadlow, aged about 60 years.

GILLESPIE.—At Coral, Michigan, on the 6th inst., from the effects of the fall of a tree, Robert, eldest son of John Gillespie, Esq., Bramosa, aged 29 years.

POSTER.—In Erin Village, on the 14th inst., the wife of Mr. James Foster, tanner, aged about 25 years.

GOWLING.—In Saginaw City, Michigan, on the 16th of February, Sarah, wife of Richard P. Gowling, only daughter of Elias Wilmer, Pultich, in her 27th year.

Also, on the 15th of the same place, Georgia, infant daughter.

PHANSON.—At Sauk Centre, Minnesota, on the 19th inst., John, son of Mr. John Phanson, formerly of Hantsville, Co. Wellington, aged 36 years.

MONTHLY CATTLE FAIRS.

HARRISTON.—Friday before the Guelph Fair.

BOSWORTH.—Saturday before Guelph.

DRYDEN.—The Saturday before Guelph.

ELGIN.—The day before Guelph.

DUNDAS.—Monday before Elora fair.

GUELPH.—First Wednesday in each month.

CLYDE.—Thursday before the Guelph fair.

TEVOTDALE.—Friday before the Guelph fair.

NEW HAMBURG.—First Tuesday in each month.

BERLIN.—First Thursday in each month.

ELMIRA.—Second Monday in each month.

WATERLOO.—Second Tuesday in each month.

MOORE'S BAY.—Third Wednesday in each month.

HANOVER.—Monday before Durham.

DUNHAM.—Tuesday before Mount Forest.

FERRIS.—Thursday following Mount Forest.

ORANGEVILLE.—Second Thursday in January, March, May, July, September and November.

MONO MILLS.—Third Wednesday in January, April, July and October.

ERIN.—First Monday in January, April, July and October.

MANORVILLE.—First Tuesday in February, May, August and November.

BRAMPTON.—First Thursday in each month.

LONDON.—First Friday in each month.

HILLSBURG.—Second Tuesday in January, March, May, July, Sept. and November.

Monthly.—Monday before Guelph.

HAMILTON.—Crystal Palace Grounds, the day after Guelph.

DR. GUTHRIE'S WORKS!

Bond Vols Sunday Magazine, Christ and the Inheritance of the Saints, The Gospels of Ezekiel, Studies of Character From the Old Testament, Out of Harness, Our Father's Business, Man and the Gospel, Speaking to the Heart, Early Piety, Angel's Song, Sundays Abroad, The Parables of Our Lord.

Large Stock. Cheap Stock

ANDERSON'S Cheap Bookstore.

Opposite the Old English Church, East side WYNDHAM STREET.

WE ARE NOW RECEIVING

Very Large Shipments

—OF—

NEW GOODS!

JOHN MACDONALD & CO., TORONTO.

New Advertisements.

GREAT SALE OF BANKRUPT STOCK!

The whole stock of BOOTS AND SHOES

Belonging to the Insolvent Estate of John A. McMillan will be sold at a tremendous sacrifice. The immense stock, amounting to \$8,000.

Must be Cleared Out within ONE MONTH!

The greatest Bargains ever offered in Guelph!

Special inducements to retail merchants and jobbers, who desire to secure job lots.

The sale is now going on at the old stand, Wyndham Street.

Guelph, Feb. 22, 1873.

Wm. McLaren, Assignee.

RECEIVED TO-DAY

PER EXPRESS

2 Barrels Fresh SEA HERRINGS

J. E. McELDERRY & Co.

2 DAY'S BLOCK.

NOTICE.

All parties indebted to Shaw & Murton are requested to settle their accounts on or before the 10th of March, 1873, to save Division Court expenses.

SHAW & MURTON,

GUELPH, Feb. 26, 1873.

BUSY STOCKTAKING AT THE FASHIONABLE WEST END!

Extraordinary Bargains for the next Two Weeks.

500 pieces Early Spring Dress Goods to be sold off at once to the Ladies of the Town of Guelph, at 22, 24, and 26 a yard, the cheapest lot of Dress Goods ever shown by any house in this town.

50 pieces New Black Lustres, our usual superior make, cheaper than ever, to be sold at 26, 28, 30, and 32, from 20 to the per yard under retail prices, and the best goods for the money we have ever sold.

100 pieces Boyles New Prints, first quality, to be sold at 12 cents, all choice and select patterns.

JUST OPENED

25 New Paris Dresses—beautiful designs. 1 case Sewed Muslins, Lace, Edgings, Frillings, &c. &c. 50 pieces Splendid White Cottons, to be sold at 12 cents per yard. 25 pieces Brown Hollands at 16, 18, and 20.

LADIES WILL PLEASE REMEMBER THAT

Our Sale of Dress Goods commences on Monday morning, the 24th inst.

And as we are determined to clear the lot within the next two weeks, intending purchasers may come expecting to receive decided bargains.

A. O. BUCHAM,

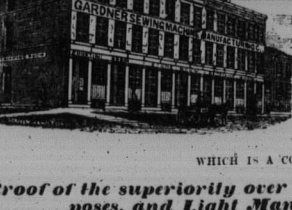
Fashionable West End Dress, Millinery and Mantle Establishment.

Guelph, Feb. 22, 1873.

THE Gardner Sewing Machine COMPANY

MANUFACTURERS OF

The Gardner Patent Sewing Machine



Take much pleasure in directing attention to the fact that no one attending the severe tests applied by skillful judges, when in competition with other machines, at the Paris held throughout the Dominion, the

Gardner Patent

WAS AWARDED

1st Prize in 187

—AND—

2d Prize in 1872,

WHICH IS A CONVINCING

Proof of the superiority over all others for Family Purposes, and Light Manufacturing Work!

Its simplicity of construction, strength and durability, recommend it to all classes. A complete set of attachments is very strong; runs light and easy, and does all kinds of work. Instructions in all attachments given free of charge.

Guelph, Feb. 11, 1873.

Lanigan & Fairgrieve, AGENTS GUELPH.

McCULLOUGH & MOORE.

Notice of Dissolution.

The partnership heretofore carried on by the undersigned, as Chemists and Druggists, at the Town of Guelph and Village of Rockwood, under the style and firm of McCullough & Moore, has this day been dissolved by mutual consent. All accounts due to the Guelph Store are to be paid to Mr. G. H. McCullough, who will settle all liabilities, and these due to the Rockwood Store to John H. Moore. Guelph, Feb. 22nd, 1873. GEO. H. McCULLOUGH, JOHN H. MOORE.

Witness, FREDRICK BISCOPE. With reference to the above, I beg to inform the patrons who have so largely patronized the late firm of McCullough & Moore, that I intend carrying on the business of the late firm, at the Town of Guelph, and trust, by strict attention to business and keeping always on hand the very best articles, to merit the confidence heretofore shown the late firm. GEO. H. McCULLOUGH.

The partnership heretofore carried on by the late firm of McCullough & Moore, at the Village of Rockwood, having been dissolved by mutual consent, I beg to notify the customers of the late firm that I intend carrying on the business, and hope that by constantly attending to the wants of customers and keeping on hand the very best articles, to merit a continuance of their patronage. JOHN H. MOORE.

NEW Books,

NEW Stationery,

NEW Fancy Goods,

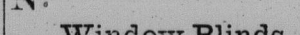
NEW Wall Papers,

NEW Window Blinds,

NEW Music,

DAY'S BOOKSTORE.

Day has a large stock, and sells cheap.



J. R. PORTE.

All Watches and Jewellery, which have been left at J. R. Porte's can now be had at Pringle's Jewellery Store by paying charges thereon.

All Watches and Clocks sold or repaired, and under warrant by John R. Porte, will be kept in order by G. H. Pringle without charge.

G. H. P. would respectfully solicit the patronage of J. R. P's late customers. Guelph, Feb. 25, 1873.

RECEIVED DAILY

Pickard's Fruit Store,

Alma Block.

Fresh Codfish.

Haddock.

Mullett,

Flounders,

Herrings,

Salmon Trout,

etc. etc. etc.

Pickard's Fruit Store,

ALMA BLOCK.

AUCTION SALE

Kinnettles Farm,

MANSION AND GROUNDS.

On THURSDAY, 26th February next, at 2 o'clock, at the Market House, in the Town of Guelph, will be offered for sale by Auction the above properties:

The Farm comprises 125 acres, being part of Lot 5, on the North West side of the Grand River, in the Township of Nichol, in the County of Wellington, nearly all cleared and well cultivated.

The Mansion is adjacent to the Farm, well built upon a plot of three acres, which are a part of said township lot.

The above properties are beautifully situated between the flourishing villages of Elora and Ferris, on the Grand River.

They will be sold together or in parcels, under powers of sale contained in three mortgages thereon, default having been made in payment.

Terms Cash.—Title good and immediate possession given.

For further particulars, and conditions of sale, reference is made to the advertisements in the Standard.

LEMON & PETERSON, Seller's Solicitors.

and W. S. G. KNOWLES, Auctioneer.

Guelph, Jan. 28, 1873.

POSTPONEMENT.

The above sale is postponed till Thursday, the 6th of March next, at the same time and place.

LEMON & PETERSON.

Guelph, 21st Feb., 1873.

NEW BUTCHER SHOP.

The undersigned is respectfully informed that he has opened a Meat Shop, in Hatch's Block, and will supply customers with meat of the best quality, at the lowest rates. Meat delivered in any part of the Town.

CHAS. FENNELL.

Guelph, Dec. 20, 1872.

SPEX, SPEX!

THE ROCK CRYSTAL SPECTACLES

Pronounced by all who have worn them to be superior to any other.

Every Eye can be Suited.

Call; try, and be convinced. To be had only AT J. HUNTER'S.

NEW SUPPLY OF

Chignons, Braids, Coronets, &c.

AT J. HUNTER'S Berlin Wool, Fancy Goods, and Toy Store, Wyndham Street Guelph.

NEW Boot and Shoe Store.

The subscriber begs to announce to the Public that he has opened a first-class Custom Shop, where he is prepared to

MAKE TO ORDER

All kinds of Boots and Shoes on the shortest notice: A neat fit and good leather guarantee.

Ladies, Misses and Children's Boots and Shoes made in the neatest style.

Repairing done with neatness and dispatch. Give us one trial and you will be sure to call again.

Remember the Shop—Next to McElderry's Grocery Store, Wyndham Street.

D. TRIPP, Guelph, Feb. 6th, 1873.

FRASER

\$34,600

GOOD NEWS!—The Largest Wholesale Bankrupt Stock ever brought to Guelph will be offered for Sale in Lots to suit Merchants, Hotel Keepers, and others, on and after Monday, the 13th inst., at the Cheap Store.

MR. FRASER having bought a Wholesale Bankrupt Stock, in Montreal, at Fifty cents in the Dollar, will sell the same at less than the Goods could be bought for in England. Seeing is believing.

At Two P.M., at the Premises.

Thursday, 27th of Feb'y, 1873.

Miss R. CORBET will offer for sale her residence, corner of Norfolk and Oxford-sts., Town of Guelph, comprising one quarter acre of land, Stone Dwelling of two stories, having Drawing Room, Dining Room, Parlor, Library, and seven upstairs Bed Room (each in rooms); also kitchen, wood shed, &c. A stable for two horses, also a never failing well of pure water, and large cistern with pump.

The Garden is stocked with choice Fruit Trees.

These premises are in excellent condition, sufficient for a large family, and situated in the most pleasant part of the Town, within five minutes walk of all the Churches and Market.

Guelph being widely known for its healthy situation, enterprise, and excellent market, an opportunity rarely equalled—is now presented to persons desirous of procuring a property not only of increasing value, but one which will prove a most agreeable home.

Terms—One-third cash, and the balance in five years at 7 per cent. interest half yearly, secured by mortgage and fire policy. Possession given by the 1st May next, or sooner. Title good.

Intending purchasers are referred to LEMON & PETERSON, Solicitors, or W. S. G. KNOWLES, Auctioneer.

N.B.—The premises may be inspected every Wednesday afternoon.

Guelph, Jan. 17, 1873.

DOMINION SALOON.

FRESH OYSTERS

IN EVERY STYLE

to be had at this saloon.

The best Liquors and Cigars always on stock.

DENIS BUNTON, Guelph, Sept. 30, 1872.