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The Standard,

OR RAILWAY AND COMMERCIAL RECORD.

Evans sumendum est optimum.—Cic.

No. 11 SAINT ANDREWS, N. B., WEDNESDAY, JANUARY 3, 1855. [Vol. 22]

Latest from Europe.

ARRIVAL OF THE "AMERICA."

The steam ship "America," arrived at Halifax on Saturday morning, 23d Dec. at 9 o'clock.

The Sarah Sands left Liverpool on the 5th for Portland.

The Atlantic arrived out on the 6th.

A treaty of alliance has been signed at Vienna between Austria, France, and England, the exact terms of which are not known, but it is surmised that Austria regards the violation of the Turkish treaty as war against herself, and that she will augment her forces in the Principality to enable the Turks to resume offensive operations against Russia.

The 3d clause in the Treaty sets forth that on demand of France and England, 60,000 Austrians will be sent to the Crimea.

4th. France and England guarantee that the National possessions of Austria shall, under all circumstances, remain undiminished.

5th. Prussia shall be invited to join the Alliance.

7th. The Treaty to come into operation on the part of Austria, if Prussia does not come to terms before January 21.

A letter is also published from Count Neustrotzev, setting forth terms on which the Czar will assent to peace—viz: 1st, a joint guarantee by the five Powers, of the whole Christian population of Turkey; 2d, joint protection of five Powers over Principality, subject to existing Russian Treaty; 3d, revision of Treaty of 1841, to which Russia will assent if Sultan will; 4th, free navigation of the Danube.

Also is published the King of Prussia's speech to Chambers. The King says that the Army shall be made ready for war, but he refrains from indicating the course which Prussia will adopt. Meanwhile the Berlin papers publish a despatch of the Minister to the Ambassadors at Vienna, expressing the determination of the Prussian Government not to demand from Russia any concessions beyond the four points. It is rumored that the King in Council is determined to unite in the Treaty with a view to bring the war to a close.

Deliberations of a German Diet Committee are most important. Actual position of affairs seems to be, that Russia insists on a declaration in favour of Prussian policy, or at least of neutrality; while on the contrary Austria insists that the following point shall be decided, viz: Whether the North Eastern frontiers of Austria are not sufficiently threatened to warrant an immediate support from the federal troops.

Most of the Germanic States are hastily putting their armies on a war footing.

The present opportunity of peace is probably the last, and if rejected, we may prepare to see next spring military operations on a large scale as during the great war of the French Empire.

THE WAR.

Affairs before Sebastopol are unchanged. There has been some fighting although not important. The garrison continued to make sorties.

During the night of Nov. 14, in a hurricane of wind and rain, Russians from the city attacked the French camp, but were repulsed. Nov. 15th, several men and horses died in camp from cold and exhaustion. Russians quiet. 16th, firing slack; new redoubt completed by British, overlooking Inkerman road; some reinforcements reached the French. 17th—Men and officers constructing huts for winter.

Marshall Raglan orders that no officer shall leave camp unless sick or wounded. Torrents of rain. 19th, Weather more temperate; Russians in valley observed to have received reinforcements—supposed twenty thousand, under General Liprandi.

19th. French made a reconnaissance in force; found Russians busied in repairing artillery damaged in previous battle.

Nov. 20th.—97th British regt. landed. Also another steamer arrived with various drafts of British.

French landed considerable reinforcements at Kamaisch, by firing very brisk from the jaws, and warmly replied to from French and British lines. 21st to 24th, bombardment continued weak on the part of the allies. Their fire did little damage, and that little was constantly repaired. Allies mainly occupied in strengthening their position against attack, and in establishing new batteries, the fire of which has not yet been opened. 25th, Mouschikoff reports that the English had attempted to establish themselves near the head of the Dock Yard, but were repulsed with loss. Further reinforcements reached allies. 25th, Russians made sortie, and were repulsed by the English, who in pursuing took and retained 9 guns, which, Russians forgot to spike.

On the 26th, part of the garrison attacked the French lines, but retired with loss of 230 men; French lost 75. Defensive works of

the English between the right of their line of attack and Balchava, nearly completed.—28th; the following despatch is from General Canrobert, of this date.—"Rain ceased, weather improving; our works will now exhibit fresh activity; our reinforcements continue to arrive; enemy still shows no signs of activity, but continues to protect the town by repeated retrenchments."

It is stated that several hundred Russian waggons, with provisions and ammunition, were overtaken by a snow storm and lost; find that Sebastopol has provisions for only 14 weeks.

THE DANUBE.—A despatch says from Buchares, 6th, 46,000 Turks and 100 guns, will be embarked at Balchik and Varna next week for the Crimea. One regiment remains at Bucharest.

BALTO.—Three more ships are ordered home; about the 10th remainder will leave.

Russian Guards and Grenadiers are advancing into Poland; the whole first Infantry corps under General Sievers, is being concentrated on the left bank of the Vistula. Two additional battalions are added to regiments of the Finland army; 60 battalions of sharpshooters are being enrolled from peasantry.

The state of siege at St. Petersburg is suspended.

LATEST INTELLIGENCE—SIEGE OF SEBASTOPOL.

VIENNA, Thursday, Dec. 9th.—Advices from Sebastopol of the 27th Novr. have been received here. The siege was vigorously continued. Reinforcements to the number of 9,000 men had reached the Crimea. The Duke of Cambridge was expected at Constantinople.

ATHENS, Dec. 1.—The remainder of the French troops have been ordered to the Crimea. No journals appear at Athens, from a want of printers. 500 French had gone to Bucharest and Iralia.

By telegraph from London—Admiral Hamelin has resigned command of the French fleet in the Black Sea, and has returned to France.

PERSONAL INCIDENTS GLEANED FROM PRIVATE LETTERS IN THE ENGLISH PAPER.

BATTLE OF INKERMANN.

The following scraps are selected from various letters received from the Crimea:—Lord Raglan and staff were in front of the troops, and in the very thickest of the fire. So hot was the cannonade and musketry round his lordship, that no one can understand how he escaped uninjured. An inch shell came roaring and hissing along the ground, passed right between the legs of Lord Raglan's horse, and exploded behind him and the staff. They were covered for the moment with dust and smoke, but fortunately escaped unhurt. Major Gen. Strangways was killed close behind Lord Raglan.

Neither the Duke of Cambridge nor Major Macdonald are, as was at first reported wounded. Both had most extraordinary escapes. The Duke had his horse completely smashed under him by round shot, and the fall of the animal, bruised his legs severely. Beyond this he was not hurt. Maj. Macdonald also, as at Alma, had his horse killed under him.

Sir G. Cathcart, who was only a few paces in front of Lord Raglan, was shot through the heart, and fell from his horse a dead man. Col. Seymour, who was with him, instantly dismounted, and was endeavoring to raise the body, when he himself received a ball, which fractured his leg. He fell to the ground beside his general, and a Russian officer and fire or six men running in, bayoneted him, and cut him to pieces as he lay helpless. General Cathcart's corpse was also bayoneted in five or six places. The enemy treated with cold blooded cruelty all the wounded who fell into their hands. In not one solitary instance, as far as can yet be ascertained, was a man spared. The Coldstream Guards, when they retired from the Trench battery, leaving about 100 wounded behind, were maddened to perceive that the instant the enemy occupied the place, they commenced massacring all the poor defenceless objects.

General Strangways, whose kindly face and venerable white hair were familiar to the whole army, is lamented and bewailed by every body. In his life time people called him affectionately the "dear old general," and now that he is gone they recall with sorrow those virtues which had rendered him so universally beloved. I saw the tears trickle down the many cheeks of many artillery officers when they heard the death of their darling old general. General Strangways was struck in the leg by a round shot, and not (as reported) by a piece of shell. The leg was completely crushed, and the poor old general expired under the shock. His last words were, "I die at least a soldier's death."

Sir George Brown was struck on the breast by a musket ball, which glanced off, and passed through his arm. Fortunately the bone of the arm was not touched, and the

wound itself is so slight that the brave old general flattered himself that within a fortnight he would be able once more to resume the command of his beloved light division.

General Canrobert, who never quitted Lord Raglan for much of the early part of the day, at once directed the French to advance and outflank the enemy. In his efforts he was most ably seconded by General Besquet, whose despatch was noble. Nearly all his mounted escort were down beside and behind him. General Canrobert was slightly wounded. His immediate attendants suffered severely. The renewed assault was so admirably managed that the Russians suddenly retired, still protected by their crushing artillery.

Law Intelligence.

St. Andrews & Quebec R. R. Co., versus

Jas. Sykes & Co.

A Sheriff's Jury was held in the Court House on Thursday, December 21st, 1854, to determine the right, on the part of the Defendants, to retain possession of the Locomotive Engine &c., belonging to the Railway Company—According to the terms set forth in the following clause of the Contract for the first ten miles:—

"The said parties of the first part are to be allowed the use and take for the purpose of the said work, all the materials either iron or wood belonging to the said Corporation, now lying and being on any part of the said portion of the Railway agreed to be completed by this Contract and to have the use of the Locomotive Engine, Tender and Platform Car belonging to the Company now on the Line for the purpose of the construction of the said Railroad free of any charge by the said Corporation there for, on the first twenty-six miles of the said road—commencing from St. Andrews."

S. H. Whitlock, called—Is Secretary to the St. Andrews Board—have acted as Secretary for the last five years—served a notice by order of the Board on Mr. Brookfield at his house, to deliver up possession of the Land at "Indian Point," and to remove all buildings &c., thereon.—Was accompanied by Chief Engineer Mr. Light, who served a notice same time on Mr. Brookfield to deliver up possession of Locomotive Engine, Tender &c., Mr. Brookfield said he would consider the matter and send answer next day—did not do so—did not give up possession of Land—Engine and Tender &c.—10 mile Contract was let to Jas. Sykes & Co., with use of all material of wood or iron provided for same, as also use of Locomotive Engine Tender &c., until twenty-six miles from St. Andrews was completed—10 mile Contract distinct from 70 mile Contract—10 mile Contract paid for as also Bill of Extra Work on same as certified by Engineer—Contractors extend their operations over 30 miles—from St. Andrews—cannot say what length is completed.

W. M. Buck, called—Is Engineer to Contractors—employed on the Works since July 1852. Contractors took possession of Locomotive Engine and Tender &c., as also all material of wood or iron—Contractors used Locomotive Engine during construction of work—had always kept Engine in proper repair.—Had another Engine the "North Star" in use on works—this Engine their own property—had both at work frequently—10 mile Contract was completed by the use of Co's Engine, also for extra work—work been done on 10 miles since Engineer's last certificate—70 mile Contract in operation—clearing of the Line completed 25½ miles beyond the 10 mile Contract. First 15 miles was graded and closed—Superstructure completed with the exception of one quarter of a mile or thereabouts requiring rails to be laid, &c. Ballasting not finished, where not ballasted the track is packed, works extend to 31st mile from St. Andrews—to finish to end of 30th mile, according to Co's Engineer's last report will require 12,000 cubic yards of earth—Contractors carried on their works in Sections, did not complete the work mile after mile, were not compelled to do so—gaps were unavoidable in grading, especially as on this Contract banks were greatly in excess of cuttings—deficiencies made up from side cuttings termed "borrowing"—this is sometimes worked for more disadvantageously—Contractors have between 80 and 90 men on their books for next pay—cannot state how many are actually employed on works at present—know that the Contractors have a number of men at work, and retain possession of works—know that a few left their employment lately through urgent solicitation to work with Mr. Nathan Smart—know that Nathan Smart is doing work on line as contractor, believe he has about 6 men at present engaged—Remember the Company having taken possession of the works in May last—did it through their agents the Manager and Chief Engineer, this proceeding was formally protested against by Mr. King who met

them on the works at Barlett's—Had a conversation subsequently with Col. Hatch, who said it was a most preposterous act on the part of the Company to take possession of the works as they had not a shilling to carry them on with—Believed Col. Hatch was then a Director (Col. Hatch here broke in with, "I say so now"—much laughter.) Company's Engineer had given instructions to the Contractors relative to the progress of the works, after the "Entry" had been made—the second "Entry" was made by Co's Engineer in accordance with resolution of new Board—Col. Hatch was the President—Co's Engineer took possession of line at "Indian Point" outside of Contractor's yard—was informed he told those present "it amounted to nothing"—Engineer took possession of line next day at Barlett's—knew the clause in the Contract relating to making an Entry and taking possession of works—knew it was only conditional, the conditions being by next clause, that they had not the right to do so if the Contractors had any claims for arrears upon the Company (the opposite was here assumed by Plaintiff's counsel, for argument sake)—Was satisfied the Contractors had claims when first Entry was made—contractors furnished a bill of same up to June 1st, bringing the Company in debt to them to a large amount.—There is a difference between Contractors; and Co's Engineers Estimates of work done from 1st January to first of June of 1854, proved by Engineers reports to have been withheld by him on monthly certificates—Co's Engineer had withheld the sum of £2950 on the April Certificate—refusing to certify for the work done on the first 15 miles, which he retained for the purpose, as he said, of "making himself safe" having "already allowed too freely"—Co's Engineer is required by terms of contract to furnish contractors with monthly estimates of work done, to be delivered not later than by the 3d of following month—contractors had not received a Certificate from Co's Engineer since April last.—Was ignorant of Engineers estimate of work executed to present time—had seen no general statement of his—difference of opinion existed between Contractors and Co's Engineer as to mode of measuring works according to the terms of the contract—Believed the U. C. at the present time to be in debt to the Contractors to a large amount.

J. W. Byrne, called—Is Secretary to the London Board—all payments made through my hands—the gross amount paid by the London Board is £44,175 9s. 3d. sig. up to April 1854—£7,500 was paid in advance of certificates in March last, this sum was paid to Mr. Jas. Sykes—was made to him in England—as a mortgage on future certificates of Co's Engineer for work done by contractors—the deed was executed by Jas. Sykes alone—the only signature of the firm attached was that of Jas. Sykes—believe there was a note attached to deed by Jas. Sykes—holding himself responsible in case his partners would object to sign—all went to pay bills on Account of Sykes & Co's work except £800 handed to Mr. Sykes—met the bill myself.—The London Board sanctioned the purchase of T rails, being suggested to them by the St. Andrews Board—gave instructions to the Secretary of the St. Andrews Board to furnish contractors with copy of the deed drawn up by Mr. Sykes—could not state that it was a correct copy not having compared it—Mr. Whitlock would be better able to tell as he had copied it.

S. H. Whitlock, recalled—Gross amount of payments made in this country £12,421 18s. 10d., currency, including amount paid by the Government—total to present date—asked for copy of 70 mile Contract from Mr. Geo. D. Street, did not get it, Mr. Street said he had not—believe Mr. Light had a copy—paid at Railroad office an account of all work—£3600 cy. paid in August 1852 on account of 10 mile contract this included in total amount, the remainder paid by London Board—about £1560 stg. had been paid for extra work on 10 mile contract, £7560 stg. was 10 mile contract amount.—In reference to certificates on 70 mile contract should say contractors were over paid—contractors rendered a statement in June claiming reference to Arbitration—did not examine the account, thinking it more the duty of the Chief Engineer to whom it was given—this is a correct copy of original agreement between Jas. Sykes and London Board.

A. L. Light called—Is Engineer to the St. Andrews & Quebec Railroad Company—Was Engineer when contracts were taken by James Sykes & Co. Had a copy of 70 mile contract; supposed he could have got a copy of contract deed, but could not; never had any specific conversation with contractors; not general with payments; according to his estimates, contractors were overpaid £8,400; both parties bound by my certificates, but arbitration is allowed; all ways made his certificates to the best of his abilities; always endeavored to do justice to the company and contractors; had to serve different Boards, and did so faithfully;

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had managed to steer himself clear, as far as to his belief did what was right between man and man. King and Brookfield, had requested him not to certify in full for March in order that the April certificate would be of larger amount. Agreed with contractors' Engineer as to length of line graded continuously—would say 15 miles of superstructure laid, with the exception of one quarter mile; ballasting not completed; not one mile of the 70 mile contract was completed; would not trust the Engine over any portion at a greater speed than a man could walk, as Engineer would not pass the work. It was not an uncommon mode to carry on the work in sections. In long contracts it was required to do so, to complete the work within the stipulated time. The contractors had done all the easy spots first, leaving the most difficult to do. Considered there was sufficient money spent to carry the works 25 miles. It is a very bad season now for work. Was not on the line lately. Was on the works 10 days ago. Walked from the Fredericton road store to Lawrence's; did not meet any men except those working for Smart. Some time ago, about 11th October, walked over line, and found only 12 men; many of the men were not at work; the works were virtually at a stand still. (Vide Engineer's report Oct. 11.) Made an Entry in April; gave regular notice to put on men. Shortly afterwards there was a change in the Board; considered the company had a right to make the last Entry. Was aware the Board had advanced the contractors some money to assist them. On the 14th October notified the contractors to put on more men. On the 15th November took possession of the works; afterwards sublet the works to Smart. If the company were in arrears they had no right to make an Entry. Nothing paid to contractors since then. Had given no certificate to Sykes & Co. since April last. Contractors were not bound to finish any particular portion of the work until all was finished. No stipulated time for the completion of the 26 miles from St. Andrews. The first and last mile of the contract might be finished simultaneously if contractors thought proper. The location is not finally made—the exact route is not determined—Contractors under present circumstances could not work at other end—the line is cross-sectioned as far as "Tobique gully"—contractors are engineering cross-sectioned a portion of the line by my directions—my staff of assistants was not then very efficient—the Bill rendered by contractors for this work was certified by me—the Board objected to it, thinking it extravagant. I did not think it an extravagant bill—it was certainly an obligation rendered by the contractors—a portion of the work had been done by the Contractors when the line was not cross-sectioned—according to my estimate the contractors are overpaid—there is a sum of £7,500 charged to forthcoming work—the deed is executed by Jas. Sykes alone, indemnifying Company against refusal of his partners—up to March my Estimates are nearly equal to contractors—difference in April £1546 in estimates.—The Board never authorized me to accept the T rails, and as they were not of the specified Bridge pattern I refused to accept them—I am aware there is a difference about the mileage measurement of the work respecting which I consulted the solicitor to the Board—I have measured the work according to legal advice—think the difference on the 15 miles according to mileage measurement would amount to £1,000 in favor of Contractors—cannot say what the difference would be on the whole length of contract—Smart's Contract is for Earth 1s. 6d. per cubic yard—for Rock 7s. per cubic yard—other work same prices as Sykes & Co.—the track timber has been delivered by Sykes & Co. on the work in progress—as also the rails—but would prefer taking the rails from the depot at St. Andrews with the Engine than hauling them from where they are at present laid—Smart has about half a dozen men employed on the works—don't know that the Company made any advance to Smart to commence work with.

This concluded the evidence. A. T. Paul, Esq., then addressed the jury on behalf of the contractors stated that the contractors did not claim the Engine and Tender &c., as their own property, but merely claimed a special right to retain such for further use until they had completed the work to the end of the 26th mile from St. Andrews, which the 10 mile contract fully stipulated and provided for, &c.

J. W. Chandler, Esq., next addressed the jury on behalf of the Railway Company, and argued to the contrary. Stating Sykes & Co. had not fulfilled their contract, that the Company had taken possession of the works, and were therefore entitled to take possession of the Locomotive Engine Tender &c., which the contractors refused to surrender, &c.

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