WEEKLY SUN, ST. JOHN, N. B., SEPTEMBER 8, 1897.

THE D. R. A. MEETING

Regular Matches for Grand Aggregate Closed.

Names and Scores of the First Twenty on the Bialey team. in the Grand Aggregate

The Scores by the Maritime Men in Various Matches,

Ottawa, Aug. 31.-The marksmen had another grand day at Rideau range. The Dominion of Canada match for teams of six was won by the 13th Hamilton with a score of 548, an average of over 90 points per man out of the possible 105. The 43rd Batt., Otwas second with 523.

78th Batt., 1,114.

rio and Qu

Andrews. Montreal.

3rd. 89: S

The first individual prize of \$25 went to Lt. Gilohrist of the Guelph Artillery with a score of 96; Lt. Dover, 78th, was 5th, Winnipeg, \$16; Sgt. Bertram, 63rd; Sgt. Loggie, 12th Artillery, each won \$12; Capt. Davison, Island Artil-lery; Phe. Sullivan, St. John Riffes, each won \$10: Lt Stawager, 71st. Me each won \$10; Lt. Stevenson, 71st; Ma-jor T. Hartt, St. John, each \$6; Lt. Forbes, 73rd; Corp. McLean, 78th, each \$5; Capt. Smith, St. John Rifles, Sgt. Munnford, 63rd ; Sgt. Henderson, 62nd; Capt. Wetmore, 74th; Sgt. White, 72nd; Pet. Burns, 63rd, each \$4; three 83's were counted out

The first individual prize of \$25, minister of militia's match, was won by Pte. Blade, 57th, score of 66 out of a possible 70. Lt. Dover, 78th, was fourth, winning \$12; Lt. Davison Charlottetown Engineers, eighth, \$10; Major F. H. Hart, 62nd, \$6; Lt. Forbes 73rd; Sgt. Blait, 78th; Pte. Lang-stroth, 74; Sgt. Longeuill, 63rd, \$5 each; Sgt. Loggle, 21th Artillery; Major J. T. Hartt, Pte. Burns, 63rd; Lt. Moffatt, 79th; Major Patterson, 85th; Sgt. Baird, Charlottetown Engineers; Capt. McRobble, Eighth Hussars; Pte. Rollins, 71st, \$4 each. The cup and \$35 was won by a team of the 13th Batt. team of 78th, 5th, winning \$15. The team of the 63rd was eighth, but took no prize

The annual "kickers" meeting was ald in the drill hall tonight and was largely attended. There was a dision over the Bisley men being charged with the cost of entry fees The association officials said it was due to lack of funds. Accordingly a resolution was pased urging the gov-ernment to increase the grant by \$5,-000 a year, also to reduce the cost of

Ottawa, Sept. 1.—The Walker match for battallion teams was the first match on the Rideau ranges this morning. There were twenty teams entered. The weather was beautiful and the slight breeze that prevailed only added to fis general excellence. For the cup three men tied, with 96 points. They were: Sgt T. Mitchell, 13th; Pte. L. D. Davidson, 48th; Pte. H. B. Heller, Grenadiers. The first prize, a badge to each member and \$35, went to the 13th Batt.; 1st team, Ottawa, Sept. 1.-The Walker match

344. Seven men shot off tomorrow for the last four places. The nursery aggregate is made up of scores in the nursery, bankers', militia and Kirkpatrick; \$12, Corp. Morrison, 13th, 197; \$10, Sgt. Noble, 2nd C A N 192; \$2 Set Winter 72 a RYAN V. M'NICHOL. Text of the Judgment of Mr. 2nd C. A. N. 193; \$8, Sgt. Whyte, 72nd, 192; \$6, Pic. Bayer, 63rd, 187; \$4, Pic. Bartlett, 71st, 181; \$4, Pic. Gardner, 71st, 175. Justice Barker.

The prize winners in the grand ag-Injunction Granted as Praved for by grezate compete tomorrow for places the Plaintiff. The Lanslown aggregate, teams of five members of any affiliated rife as-sociation; cup and \$35, 13th Batt., 1169; \$30, 28th Highlanders, 1150; \$25, New Brunswick, Provincial R. A., 1,150; \$22, 43rd Batt, 1,150; \$18, Royal Grema-

A Case of Special Interest to the Medica

Profession.

diers, 1,149; \$16, Victoria R. C., Ham-ilton, 1,139; \$14, Victoria Rifles, Montreal, 1,128; next in order, H. Co., The Sussex case of Ryan v. Mc-Rcyal Grenadiers, 1,123; Q. O. R., 1,126; 63rd Batt., 1,114; 14th Batt., 1,122; Nichol, which was decided by Mr. Justice Barker, is of interest to the medical profession and to the public The Gillespie challenge cup for team generally. In his carefully reasoned aggregates was won by the 13th Batt. lecision Judge Barker sets forth the facts in this way: Barker, J.—The facts of this case Hamilton, with a score of 1.685; 78th

Batt. was elevenith, with 1,549. The are not very complicated, neither is there much difference between the Gzowski military match, cup and \$50, was won by the 43rd Batt., Ortawa. The other prizes were won by the On-tari) and Quebec teams. The British parties as to what these facts are. It ems that the plaintiff, who is a regchallenge shield and \$40 was won by the 48th Highlanders with a score of 292. The other prizes were won by ularly graduated physician and sur geon, had for some twenty years pre-vious to, Mar, 1894, been residing and praotising at Sussex, where he had es-tablished a business wonth at that time, on an average, about \$2,400 a The Military Rifle League held its annual meting tonight, with a large attendance. Major Maston, 13th Ham year. He was also owner of a lot of land in the town of Sussex, on which ilton, was elected president; first vice-president, Col. Sam Hughes, M. P.; was a two story flat-roofed house, in second vice, Col. Tucker, M. P.; treawhich he fived. Attached to this house and a part of it was a building surer, Lt. Ross.; hon. secretary, Capt. containing the plaintiff's offices, and over them two rooms used as sleep-Postmaster General Mulock and

General Laurie addressed the mesting apartments. There was also a barn on the lot and a part of the pre-mises. The plaintiff's wife having de-Ottawa, Sept. 3.-Interest at the Rideau ranges today centred in the veloped some weakness which rendernecessary her removal to warmer climate, was taken shooting off for the governor genei eral's prize. When the hundred had completed their ranges it was found her husband in January bv by her musband in Jahuary, 1894, to Los Angeles, in California, where the plaintiff left her on his re-turn home shortly after. Shortly be-foro this the defendant had graduthat three Toronto men had tied for the three chief prizes of the meeting with a score of 95 each. They were Davidson and McVittie, 48th Highlanders, and Windatt of the Royal ated as a physician and surgeon, and was at this time looking about for some locality in which to commence Grenadiers. In the shoot off Windate came out first with a score of 20, practicing. Hearing that the plain-Davidson 15 and McVittie 14. The prizes are \$250, \$150 and \$100, but it is tiff was destrous of joining his in California, and was therefore willsaid the men had a private arrangeing to dispose of his property and ment among themselves to divide up no matter the result. There was a practice, he procured an introduction to him, the result of which was that great crowd on the range when the were firing, and immediately negotiations for the purchase were opened, which, after some period, after the governor general's prize was decided the ceremony of firing the last shot took place. Hon, Mr. Mulock had ended in a written agreement entered into by the parties, out of which has arisen this litigation. By the honor. He fired three shots, his this agreement the plaintiff leased to the defendant "the physician's offices and the bedroom immediately over first being a miss, second a magpie and the tast a bull's eye. He was greatly cheered at hitting the bull, alsaid offices, all contained in said though some sceptical ones in the sor's dwelling house, and also the barn attached to said dwelling house," crowd inclined to the belief that the marker had been squared. God Save which house and barn were then in the Queen was sung by the gathering the plaintiff's occupation. This agree-ment is dated May 3, 1894, and the and then the dominion riflemen saw the last of the Rideau ranges for good ment is dated May 3, 1894, and the demise extended for two years from July 1, 1894, at which time the defend-ant was to have the exclusive posses-sion, the agreement providing for a joint occupation of the offices during the intervening period from May un-ult July. The annual renital reserved was \$200, payable in two equal semi-annual payments. There was also a and aye. The governor general's prizes: \$250, Corp. Windatt, 108 R. G., prizes: \$250, Corp. Windatt, 108 R. G., 93; \$150, Pte. Davidson, 48th, 93; \$100, Pte. McVittie, 48th, 98; badges, Gapt. C. N. Mitchell, 90th, 92; Pte, Burns, 63rd, 92; Sgt. Broadhurst, 5th, 92; Sgt. Mitchell, 13th, 92; Pte. Heller, R. G., 90; Sgt. Rolston, 37th, 90; Capt. Hutch-ison, 43rd, 89. Set T. Mitchell 16th.

premises was in the slightest way interfered with. The plaintiff discontinued practice at Sussex as he had agreed, joined his wife in California, where he remained until July 1896 after the two years had expired, when he returned to Sussex. Except as to the repairs to the roof of the building, which the plaintiff undertook to have done prior to July 1, 1894, and in re-ference to which I shall have occasion ference to which I shall have occasion to speak later on, the evidence shows a strict compliance with his part of this agreement. The defendant continued in possession of the offices, bedroom and barn for the two years, paid the rent agreed on, but at the end of that term declined either to purchase the premises or discontinue practice at Sussex as he had agreed. Some time before the expiration of the two years he notified the plaintiff of his intention not to purchase, and he now openly avers his intention of remainign in Sussex and practising there, notwithstanding his covenant to the contrary, and for this purpose he has rented offices in the immediate vicinity of the plaintiff's house. The plain-tiff has therefore filed this bill by which he seeks an injunction restraining the defendant from practising in the terms of his covenant, and asking for an account of damages sustained wife and an order for their payment. The defence set up may be thus stated: 1. That the agreement is void as being in restraint of trade, contrary to public policy and made without consideration. .2. That a physician's practice is not capable of sale, but if it were, there was no agreement for its sale here, and therefore the covenant as to practice and residence are unreasonable, unnecessary and void. 3. That as the plaintiff was himself disqualified from practising by reason of his non-registration when he entered into the agreement he had no practice to sell or transfer. 4. That plaintiff having himself been the guilty of a breach of his covenant to repair is not entitled to a remedy by injunction, even though the covenant were good; and 5. That this court will not enforce performance so unfair and harsh in its terms. Taking up these contentions one by one, Judge Barker concludes from the facts that the ugreement was made deliberately and after due consileraion; that the defendant had availed proviso that in giving a certain no-tice the defendant had the right for an additional rent of \$50 a year of himself of all its advantages, and now sought "to get rid of the effect of occupying the lower flat of the main what seemed like is deliberate viola-tion of his own covenant by reasons building. This agreement contained covenants of the defendant, as lesof its provisions being contrary to public policy," Under these circumcovenances of the payment of the rent,
(2) not to commit waste and to main-tain the premises in tenantable repair,
(5) not to make alterations or addi-tions to the premises or to sublet,
(4) not to interfere with the tenants of stances the defendant could not complain if the court exercised its disore-tion to give the plaintiff his romedy The learned judge next cited a num-ber of authorities in support of the view that a physician's practice is capable of sale and may form a conideration for a covenant such as that under consideration. In the particular agreement there was no obligation of the plaintift to introduce or recommend the defendant to his patients. But it appeared that the plaintiff had printed and circulated a card stating that his place hal been rented to the defendant, "a skilful physician, who will take charge of my place and practice." The question of registra-tion the judge did not regard as having any bearing on the case. Nor did the judge think there was anything in the point that the agreement was without consideration, as the expressel consideration for the demise of the remises was not only the payment of reats but the performance of the other covenants. Judge Barker part discusses at length the question whe-ther the agreement is void as being in restraint of brade and contrary to proble policy. He holds that it is not. The agreement is simply this: the plaintiff leases to the defundant his plaintiff leases to the defendant his . offices for two years at a stipulated reat, coupled with the undartaking on the plaintiff's part that he will not during that period practice in Sus-sex. As I have already shown, that covenant, or at all events a covenant of a similar nature, is necessary for the attainment of the object in view, otherwise the advantage in purchasing the practice and getting the rec-ommendation would be practically neutralized. Then the agreement provides that if the defendant does not buy the premises and the plaintiff resumes his practice, the defendant will in his turn cease to be a competitor in the field for three years. There is the same reason for the defendant coming under the restraint in case of the plaintiff's raturn as there was for the plaintiff coming under the re-straint for the defendant's benefit. I think these covenants perfectly rea-sonable. The restaint provided for is partial, it is rescricted both as to during the said term of two years or until breach of said lessee of some one or more of said covenants by and on the part of said lessee, and that from cessary to secure to the person for whose benefit the restraint accrues the full enjoyment of the thing contracted In Nordenfelt v. Maxim Nordenfelt Gun and Ammunition Co., 1894, Appeals, 535, Ld. Watson, at page 552 is thus reported: "I think it is now generally conceded that it , is to the advantage of the public to allow a trader who has established a lucrative business to dispose of it to a successor by whom it may be sufficiently carried on. That object could not be accomplished if, upon the score of public policy, the law reserved to the seller an absolute and indefeasible right to start a rival

Red and Market

not his own default or reglect become permanently incapacitated for the orconcern the day after he sold. Accordingly it has been determined judidinary practice of his profession, on notice of such death or incapacity be-ing given, the term should end and all chains, that in cases where the pur-chaser, for his own protection, ob-tains an obligation restraining the liability for subsequent rent cease. The parties continued in the joint seller from competing with him within bounds which having regard use of the offices until July 1, 1894, when the defendant went into the ex-clusive occupation of the premises leased to him—that is the offices, bedto the nature of the business are rea sonable and are limited in respect of space, the obligation is not obnoxious to public policy, and is therefore cap room and barn. Some question is raised able of being enforced." In applying as to the occupation of the ba.n. The the principle, however, we must not defendant says that for a considerable lose sight of the tendency which modperiod after July 1, 1894, the plaintiff ern authority has shown towards upkept a pony cart in the barn, and tha holding the individual right of confor all or the greater part of the whole two years he had a stove stored in this barn. I attach no importance whattract, and holding those who volun-tarily enter into agreements to a substantial observance of them. In the ever to this. The defendant raised no case just cited, Ld. Watson says: "But objection to this, he never requested it must not be forgotten that the community has a material interest in the removal of these articles or removed them himself, as he might have maintaining the rules of fair dealing done, nor is there any evidence to sug-gest the slightest inconvenience to the tween man and man. It suffers far greater injury from the infraction of those rules than from contracts in redefendant or that his possession of the straint of trade." In the Printing and Numerical Regy. Co. v. Sampson, T. R. 19, Eq. 462, Jessel M. R. says: "It must not be forgotten that you are not arbitrarily to extend those rules which say that a given contract is void as being against public policy, because if there is one thing which more than another public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that their contracts when entered into freely and voluntarily mall be held sacred, and shall be enforced by courts of justice. Therefore you have paramount public policy to consider that you are not lightly to interfere with this freedom of contract." See also, Barische Soda Falrik v. Schott, 1892, 3 Ch., 447. In the case just cited, Chitly J. says: "The reasonableness depends on all the circumstances, which must be duly weighed in each case. If the restraint is greater than can possibly be required for the protection of the business of the covenantee the covenant is unreason-able and void. But if the restraint is not greater than can possibly be required for the protection of the business of the covenantee it is not un-reasonable." In this case, as well as in Rouillon v. Rouillon, 14 Ch. D. 365, it is held that where the covenant is qualified as to time the onus is upon the covenanter of showing that the restraint is unreasonable. I don't think the defendant has discharged this onus of proof. On the contrary, the terms of the covenant seem to me, except perhaps as to the defendant's residence, to be perfectly reasonable and practically the same as the de-fendant himself exacted from the plaintiff as reasonably necessary to him for the enjoyment of a similar right. This court in my opinion ought not to hesitate to enforce this coven-

ant unless there are other considerations which would render it inequitable to do so. The question as to repairs or the failure of the plaintiff to make re-pairs is deciled in favor of the plain-uff. * * The judgment concludes:

I see no reason for not holding this defendant to a performance of his contract. As I have said before, there is no sum mentioned as liquidated es in case of an action at law. and it is a difficult matter to prove the actual damage. Where the right is clear, as I think it is in this case, the court has never hesitated in com pelling the defendant to adhere to his contrast.

SUSSEX NEWS

Sussex, Sept. 3.-James B. McLean, merchant tallor, whose handsome place of business is a credit to the locality in which it stands, and which is an evidence that he is doing a large trade, yesterday sent a number of suits of clothing made by him to fill orders received from Kaslo, in British Columbia. Amongst them were suits for the Keith brothers, formery of Sussex, now doing a thriving busienss in the above place. Since writing the above I am informed that Mr. McLean has received another large order from a town out west. Miss Anine Dodge, the popular telegraph operator, who has been spendirg her vacation in visiting P. E. Island and important places in Nova Scotia, is again at her post, much to the satisfaction of the people doing business at her office.

Charles T. Givan, one of cur local landscape artists, who some time ago furnished excellent views of homesteads in Sussex for the dominion government, which are now being extensively circulated in England, Ire land and Scotland for advertising purposes, is now engaged in taking other views of interest, which will be issued in folder form. Of these views three will be taken from off top of the Queen hotel, looking east, west and south; cne of Ohurch avenue, considered the most picturesque spot of Sussex; an-other the road leading from Sussex to Upper Corner; one from the hill on the west of the town, leading to Mill, stream; another from what is now known as the J. D. O'Connell hill, and others from places of interest in Sussex and Dutch Valley, and others. Mr. Givan is taking these views to order and will have extra copies for those

interested in our beautiful vale. Mrs. T. B. Millidge of St. John is spending a few weeks with her nephow and Mrs. Frank Lansdowne. Miss Jennie of your city, who is attending the Kings county institute, now in session here, is also the guest of her sister, Mrs. Lansdowne.

The Queen hotel is to be very much renovated this fall. A new and improved register for warming will be put in by H. H. Dryden, our local insmith and hardware merchant. Thomas Roach of Einview farm,

Roashville, the well known breeder of Ayrshire cattle, sent away a day or two since a very fine four-year-old bull, purchased by Peter Gandett of Weymouth Bridge, Digby county, N. S.

Mr. Fletcher of Ontario is in Sussex introducing a new improved wire fencing material. He has contracted to put up a large lot of fencing for Mr. Creighton, the owner of a large farm near Sussex station. Mr. Flet cher is giving general satisfaction A DISTINGUISHED VISITOR. Among the guests at Hotel Vancouver are Mr. Justice Wetmore and his wife, of Moosomin, N. W. T. 'fhe

his wife, of Moosomin, N. W. T. 'The judge will be better known to New Brunswickers as E. L. Wetmore of Frederiction, formerly of the promi-neat law firm of Frase, Wetmore & Winslow, the head of which became a judge of the supreme court of his native province, and was made its lieutenant-governor, dying in harness. Judge Wetmore comes of one of the leading families in the lower provin the lower prov inces, and as a lawyer stood at the head of his profession. He was appointed to his present position, that of the supreme court of the territor-tes, by the Macdonald administration. and only golden opinions have Deen formed of him in the Northwest, where he has identified himself with its best and most useful life. This is his first visit to the coast, and his lordship and Mrs. Wetmore are delighted with their trip. They will remain a few days in Vancouver, where they have met a number of old friends, and after crossing the Gulf will return to their prairie home by way of the Canadian Pacific railway. -Vancouver World.

THE FLO It Was by Lt. Gov Large Attendance Pleasant

The Exhibitors and Ladies in

Around a blaze and beauty, his ho Clelan at St. Andr inst., formally dec the fourth annua Horticultural Asso There was a la citizens, and amor Hon. L. J. Tweed Dunn. His worsh good representat council were also The show is a this year. The plants of all describeautiful, and the ceptionally large variety being ver The rink interi round by gracer by Richard Dean effectively display green wall, as we of the spacious her majesty, appr bunting, surmour The plan of arrs play affords amplading, and viewin plants to advant. space for half a d tables down ead cream, le nonade served. Mrs. W. J. V. Ellis are dire-staff of ladies who partment. To the right of is a cardy table, Gec. W. Babbitt ther, assisted by 1 Miss Gracie Fair Smith. To the lef in charge of Miss Payne and Miss F The ice cream a ments are looked kine, Mrs. Murra Geo. F. Baird, Mr Mrs. C. P. Clarke, Mrs. W. C. Whit R. Macaulay; the being in charge H. Rainnie, M. Dunn, Misses M. ford, L. C. Cushi Thompson, Lewin ner, C. DeBury, Lynch, Robinson, Warner, G. Cole These young ladies and as a matter of were well patro At 8 o'clock his Cleian, accompa Cleian, entered ceivel with pied a position in rink. The governo Mr. Ellis, M. P., Ald. Robinson, J others, advanced prepared for the Mr. Ellis made remarks. express the evident favor ciation has grow and alluding to springing from ne assarily cons things it is well : which beautify alluded to the fa work of the assoc become subsidiary of the park sche his worship and time see their wa all respons and leave the as efforts wholly tow squares and the At Worcester, 1 horticultural hall, bitions. In Mont the exhibition a a display of flow dren. St. John good deal to acc with some other of ful allusion to the introduced Mayo worship said the indebted to the tion, not only for play, but for the tion with the pa ciation had done the city better glad to say were shown by the lar arriving here during so. He was glad Americans visitin hear them expre bright and cheer Thanks were due oming down to His worship expri-invitation to him and paid a neat ladles. His honor Gov. called on, and w applause. With honor coupled th ers in a neatly beauty of his thanked the asso him to be prese where flowers bl field and forest for such exhibi necessary in the pleased to read efforts being con the city more att tion of flowers 1 a Christianizing are one of natur sal benefit, com cent simplicity ity. His honor personal interest desire to see it doing in the ra cial cities. Th the soil of St. Jo fect of produ vancement along ciation's work.

prize, a badge to each member and \$33, went to the 13th Batt.; 1st team, score 542, \$42, Royal Grenadlers 1st, team score 549, \$36, Royal Grenadlers; 2nd team, 531, \$30; 49th Highlanders, 530, \$24; 43rd Batt., 1st team, 57, \$18; 42rd Batt., 2nd team, 516. Next in order, Q. O. R. 514; 87th Batt., 512; G. G. F. G., 108; 5th R. Scots, 507. In the shoot off for the cup Mitcheil won with 22; Davidson made 20, Heller 18. The Victorita match was fired in the afternoor, 7 rounds at 200 yerds and 10 at 600 yards; posisible score, 75. This cup and first prize, \$20, went to Capt. MoMacking, 44th, with a score of 73; \$10, Fte. Burns, 63rd, 71; \$8, Capt. Smith, St. John Rifles, 69; \$6, Lt. Forbes, 73rd, 67; Sgt. Blair, 78th, 67; \$5 each, Capt. Theompson, St. John \$5 each, Capt. Thompson, St. John Rifles, 67; Capt. McRobbie, 8th Hussars, 66; Corp. McLean, 78th, 66; Sgt. Carter, 93rd, 66; \$4 prizes, Lt. Arnold, 8th Hussars, 64; Sgt. Longeufl, 63rd, 64; Capt. Peverill, 63rd, 64; Sgt. Whyte, 72nd. 64.

Ottawa, Sept. 2.-This was a big day on the rifle range, as it closed the regular matches which count for the grand aggregate. As a result the statistical staff were kept steadily at work this afternoon making up scores The 13th Batt. comes off with th

onors in the aggregate. The Kirkpatrick match, 10 rounds at 500 and 600 yards, first prize \$20, was won by Gummer Wilson, British Col-umbla Artillery, with a score of 89: Sgt. White, 72nd, was eighth, winning \$10, score 86; \$10, Forbes, 73rd, 86; \$10, Sgt. Loggie, 12th Artillery, 86; \$3 Sgt. Loggie, 12th Artillery, 86; 33 prizes, Pte. Bayer, 63rd, 84; Capt. Da-vidson, P. E. I., 84; Sgt. Blair, 78th, 84; 36 prize, Sgt. Longueull, 63rd, 84; 55 Capt. Suckling, 78th, 81; Sgt. Mc-Nutt, 78th, 81; Lt. Davidson, Char-lottetown Engineers, 81; Pte. Langs-troth, 74th, 80; Pte. Bartlett, 71st, 80; 34 prizes, Sgt. Mumford, 63rd, 90; Capt. Smith, St. John Rifles, 79; Pte Burns, 63rd, 78.

apt. contain, or. contained and the kirkpatrick. The team prize, the Kirkpatrick mp and \$30, was won by No. 4 Ottava district team, with 423 points; 63r eam was third, 402; Nova Scotia pro We district team, with 423 points; 63rd team was third, 402; Nova Scotia pro-vincial team fourth, 391; Mianitoba team was eleventh, with 367. The grand aggregate is made up of the scores in the bankers', Macdougall, do-minion, minister of miliuja, Victoria, and Kirkpatrick matches. The first twenty are as follows: \$30, Lt. Ross, 13th, 375; \$25, Lt. T. Mitchell, 12th, 374; \$20, Lt. Forbes, 73rd, 370; \$18, Capt. Hutchinson, 43rd, 369; \$16, Sgt. Blaur, 78th, and \$14, Capt. C. Cart-wright, 10th, 368; \$12, Pte. Burns, 63rd, 367; \$12, Sgt. Loggie, 12th Artillery, 367; \$10, Sgt. Hayhurst, 13th, 367; \$10, Capt. C. N. Mitchell, 13th, 367; \$10, Capt. C. N. Mitchell, 13th, 367; \$10, Capt. C. N. Mitchell, 13th, 364; \$8, Pte. Swaine, 14th, 364; \$8, Col Ander-son, retired, 364; \$8, Lt. Crooks, Q. O. R. 364; \$8, Capt. McMacking, retired list, 363; \$8, Lt. Smith, 59th, 363; \$6 prizes, Gunner Miller, B. C. Artillery, 362; Lt. King, 46th, 362. The following also wen \$6: Sgt. White, 72nd, 360; \$5 prizes, Lt. Dover, 78th, 359; Major J. Hartt, retired, 359. The following won \$4 each: Capt. Smith, 51; Lt, Da-vidson. Chapting and the following won \$4 each: Capt. Smith, 55; Lt. La. 34 each: Capt. Smith, St. John Fundes, 352; Pte. Langstroth, 74th, 351; Lt. Da-vidson, Charlottetown Engineers, 351; Pte. Bayer, 53rd, 351; Lt. Stevenson, 71st, 349; Sgt. Muniford, 63rd, 348; Sgt. Henderson, 62nd 345; Lt. Cribb,

460; Pte. C. T. Burns, 63rd, 459; Capt. C. N. Mitchell, 90th. 458; Capt. J. E. Hutcheson, 43rd, 458; Lieut. W. L. Ross, 13th, 458; Pte. McVittie, 10th, 453; Sgt. Broadhurst, 5th R. S. 453: Pte. Swayne, 14th, 453; Lleut. Pain, 13th, 453; Capt. Runnions, 59th, 453; Sgt. T. Mitchell, 13th, 451; Pte. Heller, 10th, 450; Sgt. Hayhurst, 13th, 450; Sgt. Blair, 78th, 450; Lieut. J. W. Glichrist, 1st F. A., 449; Gunner Miller, 5 C. A., 449; Capt. McMicking, retired list, 449; Col. W. P. Anderson, retired, 449; Lt. Crooks, Q. O. R., 449; Sgt. D. Loggie, 12th F. B. A., 448; Lt. Cartwright, 10th R. S., 448. Of the foregoing McMicking is disqualified. Lt. Forbes, 73rl, is thirteenth, with 443 Sgt. Whyte, 72nd, thirty-second, with a score of 441.

rt. T. Mitchell 12th

The London merchants' cup for pro-vincial teams of eight men and \$50 went to Ontario, with 708; second prize, \$40, to Nova Scotia, 706. The teams consisted of: Pte. Burns, 63rd, 93; Pte. Bayer, 63rd, 87; Lt. Dover, 73th, 80; Sgt. Whyte, 72nd, 91; Sgt. Longuell, 63rd, 39; Sgt. Mumford, 63rd, S2; Lt. Chilbb, 78th, 89; Sgt. Blair, 78th, The New Brunswick team was third,

The New Brunswick team was third, with 694, but takes no prize. The team was: Sgt. Loggie, 12th F. B., 93; Lt. Stevenson, 7Lst, 92; Lt. Forfes, 73rd, 88; Major J. T. Hartt, retired, 88; Sgt. Henderson, 62nd, 88; Capt. Smith, St. John Rifles, 87; Pte. Langstroth, 74th, 83; Pte Subliver, St. Loth, Bits 74th, 83; Pte. Sullivan, St. John Rifles,

In the 500 yards extra series there In the 500 yards extra series there were 186 possibles made, giving 733 to each man. Sgt. Black and Lt. Dover 78th, are among the number. Thir-teen tied, with 24 winning \$4 each. Pte. Langstreth, 74th, and LA Monart, 79th, were among them. Ten other ties of 24 win \$1.60 each. Among the number were Sgt. Blair, 78th; Sgt. Henderson, 62nd; Sgt. Loggie, 19th Artillery. Artimery.

600 yards, extra series-Lt. Arnold von \$12 with a score of 24; Pte. Burns 63rd, \$5; Lt. Dover, 38th; Sgt. Whyte, 62rd; Lit. Moffat, \$4 each. . 800 yards-Capt. Smith, St. John Rifles, \$5; Sgt. Henderson, 62rd, \$4.50; Sgt. Blair, 78th; Sgt. Black, 78th, each

900 yards, extra senies-Sgt. Black, 78th, \$5; Lt. Pickert, 74th, \$4; Sgt. Blair, 78th, \$4; Pic. Sullivan, St. John Rifles, \$2.

THE WONDER OF THE AGE. Dear Sins, --I must honestly say that I have tried your valuable medicine, B. B. B., for the disease called prairie itch, and have found this remedy to be the wonder of the age. I took only hree bottles, and to my great satisfaction was completely cured. I can highly recommend it to all who suffer from any skin disease or impurity of the blood. HAROLD DIX, Rat Porcage, Ont.

JOB PRINTING OF ALL KINDS QUICICLY DONS AT THE SUN JOB BOOMS.

the other part of the premises. The fifth covenant is the one upon which this case turns, and it is as follows: "That said lessee (the defendant) will at the end or other sooner determination of said lease either (a) rurchese all said 80x100 lot of land and said said 80x100 lot of land and and said buildings thereon at the price or sum of \$3,500, to be paid as hereimafter mentioned, or (b) will forthwith leave and depart from said parish of Sus-sex, and will not for a period of at least three years next thereafter, re-side in said parish of Sussex or prac-tice thereat either as physician or tice thereat. either as physician or surgeon, or act directly or indirectly as partner or assistant to or with any other physician or surgeon practising in said parish of Sussex or elsewhere within 10 miles thereof, and that said lessee will at least three months be-fore the end of said term of two years give said lessor notice in writing whether said lessee will so purchase said house and lot or will depart from

Sussex as aforesuld." Then follows a provision as to the Then follows a provision as to the payment of the purchase money in case the defendant exercised his op-tion to purchase, and then came the following provise: "Provided that should raid lessor not wish at the end of said two years to sell said house and lot, said lessor may, on giving said lessee two months' previous no-tice of his intention not to sell, then return to Sussex and practice thereat as herctofore, in which case the said as heretofore, in which case the said lesses shall be at liberty, on quitting lessee shall be at liberty, on quitting said premises at the end of said term, to remain in Sussex and practice his profession thereat as he may choose." Then follows a re-entry clause for non-payment of the rent and then this covenant by the plaintiff: "And said dessor covenants with said lessee that said lessor will on or before July 1, 1894, put the roof of said house in ten-entable repair and that he will upon from and after last martianed day from and after last mentioned day cease to practice as physician or surgeon in said parish of Sussex for and the execution hereof until July 1, 1894, said lessee may free of charge occupy and use said offices and barn in com and use said onces and pain in com-mon with said lessor but not so as to interfore with or hinder the reason-able use and enjoyment thereof by said lessor, and that if said lessee pur-

chases said house and lot as aforesaid and well and truly keeps and observe all said lesse's said covenants said lessor will not practice as physician or surgeon in Sussex aforesaid for three years next succeeding said July 1, 1894." Then followed another pro-viso that if during the term the de-fondant should do andant should die or from any cause

Barton v. Birnell, 18 Ch. D., 239; DeBouskie v. Goldsteine (1896), 1 Q. B., 478; Rafferty v. Sshofield (1837), 1 Ch. D., 937

The only doubt I have had is whethe the covenant not to reside in Sus sex is not to that extent unnecessary and whether the injunction ought to go to that extent. In Atkyns v. Kinnier, + Ex. 773, and

Dendy v. Henderson, 11 Ex. 191, such a covenant was held reasonable, and on the authority of those cases the injunction will be granted as to the residence also.

In addition to this injunction the bill prayed for an assessment of damages up to the time of making the decree There is really very little evidence on this point, and what there is only covers a small part of this period. suppose the plaintiff's principal object was the injunction. It is difficult, as I have already pointed out, in a case like this to give and exact proof of damage. In this case I could not well go beyond some nominal amount I shall therefore assess none. There will therefore be an injunction restraining the defendant in the words of his covenant. and he must pay the plaintiff this costs of this

MAN AND WIEF IN DISTRESS

From Chronic Catarrh-But Instantaneous Relief Follows the First Application of Dr Agnew's Catarrhal Powder-Don't Neg-lect the Simplest Cold in the Head, it May Develop into This Distructing Ealady Al-most Before You Can Headac Is. Rev. Dr. Bochror of Buffalo says: "My wife and I were both troubled with distress-ing catarrh, but we have sojoyed freedom from this arg wating malady since the day we first used Dr. Agnew's Catarrhal Pow-der. Its action was instantaneous, giving we nrst used Dr. Agnew's Catarrhai Pow-der. Its action was instantaneous, giving the most grateful relief within ten minutes after first application. We consider it a god-send to humanity, and beliers that no case can be an chronic or deeply seated that it will not immediately relieve and permanent-by cure." ly cure.

DOMVILLE'S EXPEDITION.

Klondyke and rumors of Klondyke kiondyke and runners or kiondyke are in the air. In connection with Col. Domville's expedition which he proposes leading to the land of gold, the latest is that Capt. Arch. McLean, a Queens county man who is well known in St. John and Sussex, is organizing a party to start in a few weeks. The wages said to be paid is \$200 per month and expenses, which should bring playty of applicants. Two brothers of D. C. Gamblin, G20. W. and Renforth, are reported to have signed with Capt. McLean, who re-

quires that all his men shall stay with him two years. Several parties from here have written to the organize asking for positions, and it is prot able there will be many more to low.-Sussex Record.

Barks Bessie Markham and Cedar Grove will come here to carry lumber to Buenos Ayres at \$5.

WEDDING BELLS.

Miss Edith B. Evans, daughter of Mrs. Evan Evans, was married Aug. 25th to Dr. William Frank Galloway, at the Church of the Redeemer, Boiton street, Baltimore, Md., by Bishop Latare. The bride was attended by Miss Carrie M. Blair of Boston, cousin of the bride, and Charles Peppler was the best man. The ushers were John W. Caldwell and Clarence W. Roberts. The bride was gowned in white Parisian lawn over white silk and carried a showed bouquet of white roses. The maid of honor wore a simlar gown and carried carnations. The breakfast at the home of the bride's mother, 16 Canolton avenue, followed. Mr. and Mrs. Galloway departed amid a shower of rice for Rehoboth, Delaware, The couple will zeturn to Baltimore late in September, after which they will go to Savannah, Ga., where Dr. Galloway is principal of the Chatham Military Academy. The blide is the fourth daughter of the late Evan Evans, formerly of St. John, N. B.

AN INTERESTING COMPARISON

A comparison of the clearing house trans-actions at St. John for the last three months with the corresponding three months of 1896 shows a notable increase in business, due chiefly of course to the lumber trade, as june, July and August are heavy lumber shipping months, and more so this year than heat. Were May included in the comparison het difference would be still greater, as lum-ber chipments on a large scale began unusu-ally early this year. As it is the clearing house trarsactions for the three months show a balance of \$35,893 in favor of the three months period of 187. Following is the statement: 1897. 187.

3,296,072 2,874,554 \$8.737.268 Increase, 1897 \$836,893

A Baie Verte correspondent writes: A valuable cow, kindly loaned to Rev. S. James by Levis Avard of Bristol nearly a year ago, was choked to death Wednesday morning by at-tempting to eat a few potatoes.

