

The Daily Advocate

A WEEKLY JOURNAL.

W. & J. ANSLAW.

Our Country, with its United Interests.

EDITORS & PROPRIETORS

VOL. VII.—No. 52.

Newcastle, N. B., Wednesday, October 27, 1875.

WHOLE NO.

CANADA HOUSE,
CHATHAM, N. B.—NEW BRUNSWICK.
WM. JOHNSTON, Proprietor.
CONSIDERABLE outlay has been made on this house to make it a first class Hotel, and travellers will find it a desirable temporary residence both as regards location and comfort. It is situated within two minutes walk of steamboat landing. The proprietor returns thanks to the public for the encouragement given him in the past, and will endeavor by courtesy and attention to merit the same in the future.

Good Stabling on the Premises.
May 18th, 1875. 14 ly

WAVERLY HOTEL,
NEWCASTLE, N. B.—MIRAMICHI, N. B.

This House has lately been refurbished, and every possible arrangement made to ensure the comfort of travellers.

LIVERY STABLES, with GOOD OUTFIT, ON THE PREMISES.

ALEX. STEWART, Proprietor.
(Late of Waverly House, St. John.)
Newcastle, Dec. 2, 1875. 3

ROYAL HOTEL,

(Formerly Stubbs)

PRINCE WILLIAM STREET.

OPPOSITE CUSTOM HOUSE.

ST. JOHN, N. B.

T. F. RAYMOND, Proprietor.

Dec. 22nd, 1874. 24 ly

M. ADAMS,

ATTORNEY & BARRISTER

AT LAW.

CONVEYANCER, &c.

NEWCASTLE, N. B.

FIRE and LIFE INSURANCE AGENT.

OFFICE.

Over Mr. Richard Davidson's Store, Cass Street, Newcastle.

May 15, 1875.

L. J. TWEEDIE,

ATTORNEY & BARRISTER

AT LAW.

NOTARY PUBLIC,

CONVEYANCER, &c.

CHATHAM, N. B.

OFFICE—Snowball's Building.

May 13, 1874. 18

WM. A. PARK,

ATTORNEY AT LAW, SOLICITOR,

NOTARY PUBLIC,

CONVEYANCER, &c.

CHATHAM, N. B.

OFFICE—Over the Store of William Park, Esq.

Castle Street, NEWCASTLE, N. B.

May 4, 1875. 5

M. S. BENSON,

Attorney-at-Law Notary Public,

Conveyancer, &c.

Accounts Collected and Loans Negotiated.

OFFICE—OVER J. V. BENSON'S DRUG STORE.

WATER STREET, CHATHAM, N. B.

Chatham, July 12, 1875. 21

G. B. FRASER,

ATTORNEY AT LAW,

Notary Public, Conveyancer, &c.

CHATHAM, N. B.

OFFICE—Over the Bank of Montreal.

September 1st, 1874.

CARD.

DR. FREEMAN wishes to intimate his having engaged the Office of Dr. Benson upon his becoming vacant, and that he may at present be found at the "Waverly House," prepared to attend to professional calls.

Newcastle, April 18, 1875. 14

I. MATHESON & Co.,

ENGINEERS & BOILER MAKERS,

NEW GLASGOW, N. S.

ESTIMATES FURNISHED FOR

ENGINES AND BOILERS,

MILL AND OTHER MACHINERY.

October 5, 1875. 6

BLAKESLEE & WHITEHEAD,

Importers and Dealers in every variety of

English, French and American

Paper Hangings & Window Shades.

—ALSO—

PAINTS, OILS, BRUSHES,

VARNISHES, PUTTY, GLASS, &c., &c.

The Trade Supplied.

22 GERMAIN STREET,

ST. JOHN, N. B.

July 1, 1874. 21 ly

J. J. CHRISTIE,

Importer and Dealer in all kinds of Leather and Shoe Findings, Wholesale and Retail. Also all kinds of Mens Fitted Tops, to order.

J. J. C. 12 ly

W. & R. BRODIE,
GENERAL
COMMISSION MERCHANTS
AND
DEALERS IN
Flour, Produce and Provisioners.
No. 15 ARTHUR STREET,
Next the Bank of Montreal,
227 ly QUEBEC.

J. & W. REID,

PAPER MAKERS & GENERAL STATIONERS,

No. 40, ST. PAUL STREET, No. 40,

QUEBEC.

MANUFACTURERS OF

Machines Made Paper Bags, Blank Books, &c.

Dealers in all kinds of

Paper Stock and

Paper Makers' Supplies,

Room Papers,

Roofing Materials,

Scrap Iron & Metals.

March 12th, 1874. 13 '72

HOSSACK, WOODS & Co.,

IMPORTERS OF

STAPLE & FANCY GROCERIES,

Manufacturers of

STEAM CONFECTIONERY.

FANCY BISCUIT, AND OIL PASTE BAKING.

PROPRIETORS OF

QUEBEC COFFEE & SPICE STEAM MILLS,

22 Notre Dame St. (lower town)

QUEBEC.

March 12th, 1872. mar 12 '73

WHITEHEAD & TURNER,

[Awarded Four First Class Prizes at the

Industrial Exhibition, 1871.]

Manufacturers of

CORN BROOMS, DUSTERS,

And all descriptions of

HAIR AND FANCY BRUSHES.

LOWER TOWN,

QUEBEC.

March 12th, 1872. mar 12 '73

T. R. JONES & Co.,

Centerbury Street, ST. JOHN, N. B.,

Importers of Every Description of

British & Foreign Dry Goods,

—AND—

MANUFACTURERS OF CLOTHING,

Homespun, Horse Blankets, Larrakins

FURNISHING GOODS.

The best assorted stock in the lower Provinces

for Country Stores, Lumbermen, Mill

Owners, Railway Contractors, &c.

Wholesale. — Terms Liberal.

July 1, 1874. 21 ly

S. F. SHUTE,

Direct Importer of

Fine Watches, Rich Jewelry, Electro-

Plated Ware, Clocks, Fancy Goods, &c.

Orders Solicited, and goods sent to res-

ponsible parties on approval.

WATCH REPAIRING, in all its branches

promptly attended to.

AGENT for the "Florence" Sewing Ma-

chine, and "Lazarus" & Morris & Co's

PARROT BRAND SPECTACLES.

Remember the Place.

S. F. SHUTE,

Queen St., Fredericton.

Dec. 22nd, 1873. 24 ly

JAMES S. NEILL,

Importer, Wholesale & Retail Dealer in

Hardware, Glass, Paint, Oil, Turpen-

tine and Putty

BAR IRON'S STEEL,

ALL KINDS OF AGRICULTURAL IMPLEMENTS,

OPPOSITE COUNTY COURT HOUSE,

QUEEN STREET, FREDERICTON, N. B.

Dec. 22nd, 1874. 24 ly

LUMBERERS, ATTENTION!

I AM SOLE AGENT FOR THE

WOODBRIDGE SAW MILL,

which with the late improvements,

stands unrivalled.

This Machine requires no expensive puffing,

as it has by its own merits become the

D. MAGEE & CO.,
Manufacturers of
HATS, CAPS & FURS.
Wholesale,
51 KING ST., ST. JOHN, N. B.
D. MAGEE. M. F. MANKS.
April 21st, 1874. 23 ly

PHOTOGRAPH GALLERY.

W. J. WILLIAMS.

PHOTOGRAPHER AND GENERAL ARTIST.

Has taken the Rooms over Russell Bros.

Store, recently occupied by John Spence,

and is now prepared to furnish Pictures

IN EVERY STYLE OF ART.

Having had fifteen years' experience in the

business, can guarantee satisfactory work.

OUTSIDE VIEWS, of Residences,

Churches, &c., accurately taken.

Newcastle, Sept. 13, 1871. 12

NOTICE TO BUILDERS.

R. BLAKE

Has now in full operation, his ROTARY

STEAM SAW MILL for the manufacture of

DIMENSIONED LUMBER

OF ALL SIZES,

DOORS, SASHES, BLINDS &c.

LUMBER PLANED & MATCHED.

Arrangements will shortly be made for the

manufacture of

Shingles & Clapboards.

Orders respectfully solicited.

ALL WORK WARRANTED TO GIVE SATIS-

FACTION.

Chatham, Oct. 19, 1874. 21

M. K. MORRISON,

WHOLESALE & RETAIL DEALER IN

DRY GOODS, GROCERIES,

PROVISIONS, GLASSWARE,

WOODENWARE, HARDWARE,

BOOTS AND SHOES.

And a variety of other Goods suitable

for general use.

AGENT for the Steamer City of St. John.

MALHOUSE, N. B.

July 13, 1875. 14 ly

CHARLES J. DAVIS,

DRUGGIST & APOTHECARY,

Fredericton, N. B.

—DIRECT IMPORTER—

WHOLESALE & RETAIL

—DEALER IN—

GENUINE DRUGS, MEDICINES,

Chemicals, Druggist's Sundries, &c.

April 20th, 1874. 21 ly

MITCHELL & Co.,

GENERAL

COMMISSION MERCHANTS

—AND—

SHIPPING AGENTS,

22 & 23.....COMMON STREET,

MONTREAL.

August 29, 1874. sep 9

MIRAMICHI FOUNDRY,

WATER STREET, CHATHAM, N. B.

General Iron and Brass Founders,

MANUFACTURERS OF

STEAM ENGINES & BOILERS,

And Mill Machinery of every description.

Ship, Store and Fencing Castings, &c.

Prompt attention given to all orders, and

first class work guaranteed.

H. J. MARSHALL,

MANAGER.

Chatham, Nov. 8, 1874. 4 ly

D. A. BAXTER,

SURGEON DENTIST

INTENDS LEAVING CHATHAM

The First of November.

Those wishing to consult him can do so

by calling at his Office, corner of DUK

and WESTWORTH STREETS, where he can

be found from

9 A.M. TO 5 P.M.

Chatham, October 12, 1875. 13

CARD.

W. H. NAPIER,

FIRE BRANCH.
ROBERT MARSHALL'S
FIRE AND MARINE AGENCY,
ST. JOHN, N. B.
Applications may be made to the following
Representatives.
NEWCASTLE:—A. A. Davidson, M. Adams.
CHATHAM:—T. F. Gillespie, W. Wilkinson.
BATHURST:—Anthony Bailey.
DALHOUSIE:—George Haddow.
RICHBURTON:—H. Livingston, J. D. Phinney

Imperial Fire Insurance Co's

OF LONDON, ESTABLISHED 1803.

Capital and Cash Assets exceed £2,000,000.

The Elina Insurance Co's,

INCORPORATED 1819.

Cash Capital and Assets over \$6,000,000.

The Hartford Fire Insurance Co's,

INCORPORATED 1801.

Cash Capital and Assets over \$2,500,000.

BRITISH AMERICA ASSURANCE COMPANY,

ESTABLISHED 1833.

Capital and Assets \$600,000. Its funds are

invested in unobscured securities.

PHENIX COMPANY OF BROOKLYN.

ESTABLISHED 1863.

Cash Capital & accumulated fund \$2,000,000.

Dwelling Houses, whether built or in

course of construction, as well as Furniture

contained therein, insured for terms of one

or three years, at lowest rates. Steam Saw

Mills, Vessels on the stocks, or in port.

Warehouse, Merchandise and Insurable

property of every description covered on

the lowest possible terms.

ROBERT MARSHALL,

GENERAL AGENT, NOTARY PUBLIC AND BROKER.

March 23, 1875. 30

1875. TRUNKS. 1875.

LARGE ASSORTMENT OF TRUNKS, &c.

FOR SPRING TRADE.

Ladies' Saratoga Trunks,

In Zinc and Leather; Gent's Extra

Bound do., do.; Solid Leather Over-

land Trunks and Valises; Can be

Embossed & Comp. Packing Trunks,

and Trunks of every description

made to order; Ladies' Reticules and

Shopping Satchels; Gent's Pull Bags;

Boys' School Satchels.

Will be sold at exceedingly low

prices, for Cash.

W. H. KNOWLES,

Frank Factory, 49 Germain St., St. John.

CARRIAGE & SLEIGH FACTORY.

The Union Advocate.

Established 27, 1873.

Editorial Correspondence.

Campbellton, Oct. 22, '79.

ADVOCATE.

Seedling along the coast, respondent reaches Carleton Place, recently has attained in the of Canada, an unenviable position. This is a large French city, with probably a population of 10,000 souls, their principle support being by fishing, more attention to farming, generally are in comfortable circumstances, but the great mass of people depend almost on fishing for a living, his industry fails, their lot to be envied. There are firms doing business in leading establishment Messrs. Charles Robin has carried on an export trade for many years with the head establishment and pickled fish, the West India firm. At times, a large number in the export of and favorably bin & Co. has been daily increased.

These are to be places. The Dominion is here an export trade somewhat of no-lings in or one firm own and ar-

h- drawn by horses. This quarry gives employment to about sixty men, and since it was first opened, 24 years ago stone has been taken out to the value of \$70,000. It was originally intended to bring the stone from Lily Lake, a distance of 60 miles, but this quarry was accidentally discovered while workmen were searching for a rip-rap protection stone, a considerable saving has effected to the contractor. It is estimated that the bridge could not have been constructed for the estimate, had contractor been compelled to construct from Lily Lake, which have involved an enormous expense.

Mr. J. Hogan, the Gov. Inspector is Mr. Robert McNeill, who has been in the employ of the contractor for the past six years, and the plans and profiles have been handed in to the Board of Directors, who held a meeting in the office of the Secretary of the Company, M. Adams, Esq., on Monday last, the 25th inst. There were present at this meeting, R. R. Call, Esq., President, Hon. Wm. Muirhead, George Burchill, Esq., Scott Fairry, Esq., Robert Swim, Esq., J. C. Miller, Esq., and Allan Ritchie, Esq. Arrangements were made at the meeting to pay the balance due on the survey which was completed last week. Plans and Profiles are to be prepared, to be laid before the Dominion and Local Parliaments at their next session, when we have no doubt aid will be asked for and obtained for this important connecting link in the railways of the Dominion.

This line of railway was brought to the notice of capitalists and the public a 1872 by Hon. Peter Mitchell, then Minister of Marine and Fisheries and at that time we published a very interesting correspondence between this gentleman, Sir Hugh Allan and Hon. W. Muirhead. Sir Hugh Allan was so impressed with the facts and figures then laid before him that he stated that "this line must be built."

This correspondence strongly showed the importance of having a line of steamers running between Miramichi and some port in Great Britain, knowing the important fact that we are nearer Liverpool than any other available port in the Maritime Provinces.

The connecting link upon which the distances from New York, Chicago, Montreal, &c., were estimated has now been surveyed, and we have no doubt that applications will be made to the General and Local Parliaments for aid in this undertaking.

The Local Government will give a grant of land of say 5,000 acres per mile, and has been done in other cases, and the usual subsidy, and we do not doubt that the Dominion Government will shortly be an accom-

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needs only to be known to become the annual resort of tourists and pleasure seekers from across the border, and within the bounds of the Dominion. By this means a large passenger traffic will be built up, which must assist very materially in making the Intercolonial a paying road. Of course this cannot be accomplished, but there are surprises in store for many who, through ignorance, have decided our country, and who do not, or will not make themselves acquainted with its vast natural resources, and general capabilities for carrying on every description of business.

THE DALHOUSIE BRANCH RAILWAY.
Dalhousie, which can boast of one of the finest natural harbours in the Dominion, has been partially shut out from participating in the benefit to be derived from direct railway communication. The nearest point from Dalhousie touched by the railway is at El River crossing, a distance of about four miles. From this point the line runs along the valley back of Dalhousie, and strikes the coast again at Shaw's Cove, a distance of 6 or 7 miles from the town. Here the station buildings are being erected, and which will soon be completed. An observing traveller would perhaps wonder why the station is located at such a distance from Dalhousie instead of at El River, which without a branch line, would have been by far the best location for the people. But Government doubts, entertain the belief that a branch line from a deep water terminus at Dalhousie to Shaw's Cove will be built, and hence they are shaping their course accordingly. Efforts have been made from time to time to secure the construction of this branch, and it is only now that the prospect is encouraging. The line would be about six miles in length, and the cost of construction has been estimated at \$12,000 per mile. Provincial aid to the extent of \$5,000 per mile is of course available. Besides this the Dominion Government, I am informed, offer rate, equal to \$4,000 per mile, but failing this, the balance of \$3,000 per mile to be raised in order to secure the construction of the branch, or a lump amount of about \$20,000. Now, how is this to be raised. The municipal men of the place do not seem willing to undertake the work and furnish the balance, and what is to be done? I have it on good authority that some well known and reliable contractors have expressed their willingness to accept Provincial bonds and the offer of the Dominion Government, supply the balance, survey, locate and construct the road at once, own it and run it on a fair and equitable tariff, with the understanding that the people will guarantee them the right of way, as has been done in Kent, the value of which is probably about \$250 per mile. It would of course be preferable to see our own people taking hold of the matter, but failing this, the offer referred to should be accepted, in order that the line shall be constructed without delay. There has been considerable talk about this line, and now that an opportunity offers, for something to be done, it is to be hoped that the people will step to the front, and make the Dalhousie Branch Railroad a sure thing.

Miramichi Valley Railway.
Several routes for this projected line of Railway have been surveyed by W. M. Buck, Esq., and assistants, and the plans and profiles have been handed in to the Board of Directors, who held a meeting in the office of the Secretary of the Company, M. Adams, Esq., on Monday last, the 25th inst. There were present at this meeting, R. R. Call, Esq., President, Hon. Wm. Muirhead, George Burchill, Esq., Scott Fairry, Esq., Robert Swim, Esq., J. C. Miller, Esq., and Allan Ritchie, Esq. Arrangements were made at the meeting to pay the balance due on the survey which was completed last week. Plans and Profiles are to be prepared, to be laid before the Dominion and Local Parliaments at their next session, when we have no doubt aid will be asked for and obtained for this important connecting link in the railways of the Dominion.

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Meeting of Councilors.

Tuesday next is the day appointed for the election of Councilors to represent each Parish at the County Council Board. As there will be matters of great importance to the well being of the County brought before the Council for adjustment it behooves each Parish to make arrangements to send the best men they have to form this Council Board, as upon this first selection much depends. If the right men are placed in this important position, the affairs of the County will in all probability be carried on smoothly and successfully, and the incorporation of the County be a success, but send men that have no knowledge of the public business of the County and in less than one year we shall all be praying for the return of the old state of affairs, when some three or four Justices of the Peace controlled and did the business for the whole County. Whether incorporation is to be a success or not rests entirely with the people, and in Parishes where an active interest is taken in Public matters we find the people taking time by the forelock and holding meetings to nominate candidates, or circulating requisitions to call out fit and proper persons to represent them at the Council Board.

We learn that in Blissfield requisitions are in circulation calling out Messrs John L. Murray and John Arbo. Derby has had a meeting and unanimously nominated Messrs. Thos. Parker and T. W. Crocker. Messrs. Alex. Ferguson and William Cliff are going to offer so that there will be a poll demanded in Derby. Glenelg Parish has nominated Messrs. James Fitzpatrick and John McDonald. In Hardwick there is quite a number of candidates in the field. No doubt there are other Parishes who are on the alert and making the necessary arrangements to be properly represented.

In reference to our own Parish of Newcastle a feeling of indifference seems to prevail, and up to this morning there is no word of action being taken in this matter. There are several persons mentioned as candidates for the position of Councilors, and from appearances it would seem that there will be more candidates in the field than there would be at a contested election for the Local Parliament. This is not as it should be. We do not believe in the principle of self-nomination for any public office or position. The proper course is for the two most suitable persons to be nominated at a public meeting, or be called upon to offer by a requisition of the majority of the rate payers. In a matter of this kind there should be no party lines, nominate the very best men irrespective of party or creed, let the nomination be sustained by a respectable majority of the ratepayers, and there would be no fear that the result would make incorporation a success in our County, and there would be no desire to go back to the old regime.

Accidents.
Several accidents have occurred on the Intercolonial lately. At Metapedia, a tender and locomotive ran into flat cars loaded with granite, making a hole in the tender and badly smashing couplings and ends of cars. Robt. Y. Gordon, who was on the tender, had his face badly cut.

At Black Lands, recently, some flat cars that had got uncoupled from a train unobserved, were run into by a train, fortunately with no serious injury; some of the workmen being bruised only.

A brakeman working on a train above Metapedia, on Saturday, fell under the cars and was badly injured, losing either one or both legs.

Another man had his head badly smashed on a train near Bathurst on Monday.

On Saturday last, while some men were engaged in moving some platform cars on the line between the North and South West Bridges, a locomotive came sharply round the curve from the ballast pit and ran into the trucks. A man named Jas. McDonald, of Keswick, above Fredericton, was on the forward part of the engine, and was struck on the arm midway between the wrist and elbow, shattering it badly. The only wonder is that the man was not killed. Dr. Freeman was called in, administered ether and amputated the arm below the elbow. His patient is doing well.

The Kellogg Cup.
The St. John Telegraph draws attention to the fact that when the Canadian Pacific Railway Co. brought the Rajah of Wimbledon, the day presented each a memento in the shape of a Kellogg Cup, bearing the arms of the company.

An exemplification of a Judgment in the Northumberland County Court obtained by Alex. Stronach vs. A. Toulie for \$168.08 was put in evidence. Also the writ of *Nisi* in the same suit.

The defendant swore that under this exception he had seized the property brought in to Chatham and the plaintiffs forbade him the property. He had been taken and went on with the horses searched the records.

Northumberland County Court.
Before His Honor Judge Williamson.
BY OUR LEGAL REPORTER.
Wednesday, October 23rd.
This morning Mr. Williamson continued his argument for a defendant and cited Public works act of 1867, Don. Stat., page 262, sections 24 and 27, act of 1868, sec. 7, subsec. 7 and 10. He argued that if the fences were properly constructed it was the fault of the Government. That the contractor had legislative authority for running the engine and was not liable. That Duncan McDonald of Montreal was the contractor and under no circumstances could the defendants, who were mere servants on daily pay, be held liable.

Mr. Davidson, contra, contended that the defendants were liable, in actions of tort the agent and principal or either of them are liable (Addison on torts page 18). The parties understood that the engine was to be run in an unlawful place and it was their duty to see that the Railway was properly fenced before they commenced work. Cited Baxton vs. North Easton Railway Co., 3 Law Rep. Q. B. 549. Williams vs. Great Western Railway Co., 9 Law Rep. Exch. 157. He also contended that the present case did not come within the Statutory law of the Dominion. Mr. Williamson was heard in reply and concluded his contention by asking the Judge to acquit the defendant Duncan McDonald as it had not been proved that he was in any way connected with the running of the trains.

His Honor opened the defence to the jury and put in evidence the plaintiff's affidavit to hold to bail and a plan of part of the Intercolonial Railway. John Fish, George Kitchen, James Mitchell and Wm. H. Davidson were called to testify on behalf of the defendants and the latter was on the stand when the Court adjourned.

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The cross-examination of Mr. Chisholm was commenced, after which the evidence went to show that Duncan McDonald of Montreal was the Contractor and the defendants were hired by the contractors at a certain rate of wages per day and to do whatever the Contractor ordered. The Plaintiff hired with Robinson in 1873 to work in his carriage shop, and continued in his employment until Sept. last. The Plaintiff claimed \$107.96. The Defendant offered the sum of \$48.25. The Plaintiff refused to accept the offer, which he refused to accept.

The Defendant therefore pleaded Tender and paid the \$48.25 into Court. The only witness called was the Plaintiff, who swore that at the end of the year he settled with Robinson, after which he kept an account of the money he received, in a small memorandum book. When he was leaving Robinson he tried several times to obtain a settlement, but nothing definite was arrived at. He got an account from Defendant's brother, George, which was incorrect, and on his refusing to agree to it George had offered him \$48, which he would not accept.

The witness presented this account and his own memorandum book, and comparing them together the accounts charged in the account greatly exceeded those credited in his memorandum book, which he swore was correct.

At the conclusion of his cross-examination, the Plaintiff's case closed, and His Honor adjourned the Court.

Monday 25th.
Mr. Davidson opened for the defence. The Defendant and George Robinson testified and their examination took up the greater part of the day. They contradicted the pl. in many particulars both as to the amount due at the first settlement and the amounts paid to the pl. on account. The Defendant produced his books of account, which were considerably scratched and bore the marks of several erasures. On his cross-examination it appeared that the dates were incorrect several of them being dated (according to the books) several years past. The Defendant swore to the correctness of the amount but was unable to state what had been written on the books previous to the erasures.

Messrs. Davidson and Adams addressed the Jury and the part of the Defendant and Plaintiff respectively.

Tuesday 26th.
His Honor in addressing the Jury stated that this was a question of veracity entirely for the Jury and it was for them to determine after hearing the evidence which version they would believe. He read all the evidence carefully to the Jury pointing out the contradictions. His Honor remarked that the books of Defendant were not very credible to him as a bookkeeper, and was a pity he could not satisfactorily explain why the erasures had been made.

The Jury retired and after about an hour's deliberation returned a verdict for the Plaintiff for \$107.96 the full amount claimed.

David Craig, Duncan McDonald and William H. Chisholm, being next on the docket was immediately called on. After three juries had been sworn the panel was exhausted. Mr. Davidson, on behalf of the Plaintiff, pressed a tale. The Sheriff after some difficulty succeeded in obtaining two good and lawful men to make up the jury and the trial was commenced.

This case is similar to that of Niven and Chisholm, being an action of trespass on the case brought to recover damages for injuries to a horse, the property of the Plaintiff which the declaration alleged had been wounded and permanently injured by an engine with cars attached negligently driven on a certain railway by the Defendants and their servants. Plea not guilty.

The following witnesses were examined on behalf of the Plaintiff, viz: Thomas Chilton, Wm. J. Healey, Wm. Farz and Frank Williston. The Plaintiff's case was not finished when the Court adjourned last evening.

Church Services.
SUNDAY, OCTOBER 21st.
Wesleyan Church, Newcastle.—Service morning at 11 o'clock, evening at 6.30.
Methodist Church, Williamstown.—Afternoon at 3 o'clock; Rev. W. R. Pepper.
Methodist Church, Derby.—Evening, at 6.30 o'clock. Special sermon to young people, subject—"The Joy of Youth." Rev. W. R. Pepper.

Thanksgiving Services.
THURSDAY, OCT. 24th.
Wesleyan Church, Newcastle.—Evening at half past 6 o'clock; Rev. W. Fielder.
St. John's Church, Chatham.—At 12 o'clock, noon; Rev. John M. Allan.
We are indebted to Mr. Thos. Quigley for a bundle of Liverpool (England) papers of a late date.

and found nothing against the property.
Saturday 23rd.
This morning the only witness called by the defence was Samuel Thomson, Esq., Clerk of the North County Court, who produced the original writ with particulars of demand annexed thereto in the name of Alex. Stronach and John Stronach respectively, against Andrew Toulie. This closed the defendant's case, whereupon Mr. Williamson moved for a non-suit on the following grounds:
1st.—That the bill of sale was against an execution creditor, under Act of 1874, it not being filed with the Registrar of deeds.
2nd.—No consideration mentioned in the document.
3rd.—It had the effect of delaying and defrauding the other creditors of Toulie and was void. He cited Hammond vs. Robinson, 2d Kerr 235, Dig. Law and Equity, Rev. 647, and Roberts on Fraud, 547, Tynce and Edwards vs. Harben, 2 T. R. 587. Mr. Davidson contended that outside of the Bill of Sale there was sufficient sale and delivery under the Act of 1874, and that evidence of consideration could be given without being stated in the document.

He cited Latimer vs. Babson, 7 D. & R. 10, Martindale vs. Booth, 3 B. & C. 485, Carr vs. Burdiss, 1 C. M. & R. 123, Mantel vs. Moore, 7 T. R. 47, Douglas on Stipulations, 658, and 1844. His Honor refused to non-suit and reserved the point in regard to the filing of the Bill of Sale. Mr. Toulie then addressed the Jury for the kind the jurisdiction of the Court did not go to the consideration. The questions for them to decide were, was there a sufficient consideration; was the Bill of Sale executed to defeat the creditors of Toulie or did the plaintiffs obtain the property under a fair and bona fide transaction. If the consideration was mentioned in the Bill of Sale evidence could be given *in limine* to prove it. They must decide the case as if the Bill of Sale Act of 1874 was not in existence.

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A verdict was returned for the plaintiff for \$50.
John McIsaac vs. Wm. Robinson was next on the docket. Mr. Adams for Pl. A. Davidson for Def. This was an action brought to recover a balance of wages. The Plaintiff hired with Robinson in 1873 to work in his carriage shop, and continued in his employment until Sept. last. The Plaintiff claimed \$107.96. The Defendant offered the sum of \$48.25. The Plaintiff refused to accept the offer, which he refused to accept.

The Defendant therefore pleaded Tender and paid the \$48.25 into Court. The only witness called was the Plaintiff, who swore that at the end of the year he settled with Robinson, after which he kept an account of the money he received, in a small memorandum book. When he was leaving Robinson he tried several times to obtain a settlement, but nothing definite was arrived at. He got an account from Defendant's brother, George, which was incorrect, and on his refusing to agree to it George had offered him \$48, which he would not accept.

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