

CHIGNECTO POST.

WILLIAM C. MILNER,
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VOL. 7.—NO. 39.

SACKVILLE, N. B., THURSDAY, FEBRUARY 1, 1877.

WHOLE NO. 341.

LITERATURE.

Romance of a Barn-Yard.

We were all sitting on the piazza, except those of us that were swinging in the hammocks among the trees; the sea wind was blowing over us, the birds were darting low here and there, and the bantams and the spring chickens and the big black Cochins were clucking and picking in the grass, watched over by the old King Charles, who redeemed us from vulgarity, and was a scene of domestic comfort, as Aunt Helen said. Aunt Helen, by the way, became a very pleasant addition to the comfortable appearance of the scene as she said it. She was just as plump as a woman ought to be when her next birthday is maybe her fortieth. She had a soft flush on her cheek, where the dimple was yet as fresh as when she was a girl, and the flush deepened sometimes into a real damask; her teeth were like rows of seed-corn for whiteness, and her eyes were just as brown as brook water; only her hair—that was quite white. Lovely hair, though, for all that; she parted it evenly over her low level forehead and above the yet black eyebrows; and we all declared, every day of our lives, that Aunt Helen was a beauty. "I used to be," she had replied; "but that's all gone now. I have put my youth behind me."

Perhaps she had. But we young people used to think differently when we saw Mr. Thornton coming up the road, and Aunt Helen's eyes resolutely bent on her work, but her color mounting and mounting, till the reddest rose that ever burned in the sunshine was too so rich. Mr. Thornton saw it too, no doubt, for he always looked and looked intently all the way by. But the truth was—I shall have to tell you all about it if I tell you all about it if I tell you any—that when Aunt Helen was twenty years younger, she and Mr. Thornton were lovers, and she had been lovers ever since they could remember. They had built their house at last, and her wedding dress was made. If she was a beauty he was every inch her mate—I know he was, because he is to-day—one of the men it does you good to see, who look as if they could hold up the world if need be, and inspire you with confidence in their power. Now what in the world do you suppose that, with their house furnished, and cake baked, and a dozen years of intimate affection to bind them Aunt Helen, and Mr. Thornton found to quarrel about? She declared she wouldn't keep him! And he declared that then he wouldn't keep her! That was the whole of it, to confound the statement; one word led to another, and led to more, and finally, in a towering passion himself, he told Aunt Helen that she had better learn to control her temper if she did not want to be a vixen entirely, and poor Aunt Helen took the ring off her finger and laid it on the table without a word and sailed out of the room, and refused to see him when he called in the morning, and sent back his letter unopened, and out the wedding cake and outcome of it on the tea table and sent the rest to the fair. Perhaps, on the whole, Mr. Thornton might have been right. Exactly one week from that night Mr. Thornton was married to Mary Mayhew, an inoffensive little body who would have married any body that asked her, and she went into the house that had been furnished according to Aunt Helen's taste; and immediately afterward a hen house of the most fanciful description of architecture, with gilded vases and scarlet chandeliers bristling all over it, rose on the hill behind his house, full of fancy fowl, and the little lawn was all alive with its overflow, and you couldn't go by the place without meeting a flock of croppet crown or partridge Cochins, or white Leghorns, or black Spanish, flying up on each separate piece of fence to crow out Mr. Thornton's triumph—reversing the old tradition of the crower, and crying, "No women rule here!"

They say Mr. Thornton grew very old in a few years. His inoffensive little thing of a wife turned out to be a smart tergiversant, who led him a pretty dance. Perhaps she was a little dissatisfied with her piece of a heart; but then she knew that was all when she took it. He treated her always gently—perhaps feeling he had done her some wrong in marrying her—and gratified her every wish, although, having cared nothing for her in the beginning, it is doubtful if he cared any more for her in the end.

The end came after eighteen years, when Mrs. Thornton was killed in a railroad collision, and her husband was left with four children on his hands, rude, noisy, ill-faring cubs, as all the neighbors said. If Mr. Thornton had ever impatiently chanced to think that his punishment had lasted long enough, he thought now that it was just beginning, when he found himself alone with those children. He wondered that his wife had any temper left at all. He grew more bent, more vexed and worried, every day, and one would hardly have recognized, people said, the dark and splendid Stephen Thornton of his youth in this middle-aged, gray-haired man; and yet, to our eyes, he was still quite a remarkable-looking person—perhaps more so from our associating him with the poetry in Aunt Helen's life, and making him an object of wonder as to whether or not they would ever come together again.

But there was little chance of that. We had met Mr. Thornton else where, but he had never come across our threshold since the day he went out with his bride's ring. And Aunt Helen's peculiarity was that she never forgot. Could she forget the words he spoke to her in his anger? Could she forget his marrying another woman in less than a week? It had been then that her hair had turned white. She suffered inexpressibly; but she kept up a gay face. She would have suffered longer if it had not been for our growing up around her. She had but very little time to be lonely. It gave her happiness, and kept her comely. And then she was too proud; whenever the thought thrust up its head, she shut the lid down, as you may say, and sat on it.

But one day—after the time when the Doctor had said Harry was a hopeless cripple, and must lie on his back the rest of his life—Aunt Helen brought home a little basket from the country fair, and took from within it two of the cunningest mites of chickens you ever laid your eyes on. "I hate them," said she; "they make me crawl; but they will amuse the dear child. They're African bantams." And so they did amuse him and delight him, as he lay on his lounge in the bay window and watched them growing up, full of business. And that was the way, by the way, that we came to have chickens round the front piazza. One night, a year afterward, when the bantams were quite grown people, somebody threw over the fence a pair of big, black Cochins, that stalked about as if the earth was too good to tread on, or as if they were afraid of crushing a bantam with the next step. Of course we knew where the Cochins came from—for nobody else in town had any—but no one said a word. Only it was sport on the next day to peer round the corner and see Aunt Helen, with a piece of bread in her hand, in doubt whether to have anything to do with those fowls or not, twice extending her hands with the crumbs and stretching it back again, and at last making one bold effort, and throwing the whole thing at them and hurrying into the house. But from that moment the ever-hungry Cochins seemed to regard her as their patron saint. She never could appear but what they would come stalking gingerly along to meet her, and at last one even made so bold as to fly up and perch on the back of her chair on the piazza. Of course he was shooed off with vigor—with a little more vigor perhaps because Mr. Thornton had at that moment been passing, and had seen this woman who could never keep her presenting this tableau.

It was two or three days after that that Aunt Helen, coming home at twilight from one of her rambles by the river-bank, was observed to be very nervous and flushed, and looked much as if she had been crying.

"It's all right," said our Ned, who came in shortly after her. "I know all about it. I've been setting my eye teeth at what you think—she met old Thornton!"

"She didn't listen, of course you can't." "Oh, now, Ned, please!" we all chorused together.

"Well, then. He stood straight before her. 'Helen,' said he, 'have you forgotten me?' and she began to turn white. 'I have had time enough, sir,' said she."

"Oh, you ought not to have staid, Ned!"

"You may find out the rest by your learning," said the offended narrator. "I should like to know how I was going to leave. Only I'll say this, that if Aunt Helen would marry old Thornton to-day—she wouldn't touch him with a walking stick!"

Tour amazement, on the very next afternoon who should appear at our gate, with his photon and pair, but Mr. Thornton; and who, bonneted and gloved and veiled, should issue from the door to be placed into that photon and drive off with him, but Aunt Helen. Ned chuckled; but the rest of us could do nothing but look and wonder. "Has she gone to be married?" we gasped, and Lilly and Harry began to cry.

"Well, I'll tell you," said Ned in mercy. "He said there'd never been a day since he left her that he hadn't longed for what he threw away."

"Oh, how wicked!"

"She told him so, very quietly and severely—I tell you Aunt Helen can be severe—and to be silent on that point. 'Forever!' said he. 'And ever!' said she. 'It is impossible,' said he. And then he went over, one by one, a dozen different days, scenes when they were young; and ever a fellow felt mean, I was that fellow."

"I should think you would be," we cried, with one accord.

"Now look here," said Ned; "if you want to hear the rest, you must keep that sort of remark to yourself. It was too late for me to show myself anyway. And I'll be blamed if I say another word if you don't every one acknowledge you'd have done just as I did."

"Oh, Ned, do tell the whole, that's a good boy!"

"Well, she just began to cry—I never saw Aunt Helen cry before. And then it seemed as if he would go distracted; and he begged her not to cry, and she cried the more; and he begged her to marry him out of hand, and she shook her head; he implored her, by their old love, he said, and she wiped her eyes and looked at him, and gave a laugh—a hateful laugh. 'Our old love!' said she. 'Then,' said he, 'if you will not for my sake, nor for your own sake, nor for the sake of our old love, marry me for the sake of the motherless children who need you more than children ever needed a mother yet, and who—who are driving me crazy!' And then Aunt Helen laughed in earnest, a good, sweet, ringing peal; and the long and the short of it is that she drove up to the Thornton house to-day, to look at the cubs, and see what she thinks of them. May be she'll bring them down here—she's great on missionary workings, you know."

"Well, I declare," was the final chorus. And we sat in silence for a good half hour; and by the time our tongues were running again, Aunt Helen had returned, and Mr. Thornton had come in with her and had sat down on the piazza step at her feet, but not at all with the air of an accepted lover—more like a tenant of Mohammed's coffin, we thought. As I began to tell you, we were all sitting and swaying there when Aunt Helen exclaimed about its being a scene of domestic comfort. As she sat down, the big Cochins came to meet her, and Aunt Helen threw her a bit of cracker.

"Where's your husband?" said she to the hen.

"There he is," said Ned, "he has been alone in that corner of the grass the whole day, calling and clucking and inviting company; but the rest haven't paid the least attention to him, and are picking down among the cannies."

"He's been down there twice," said Harry, "and tried to whip the little bantam, but it was a drawn battle."

"Well, he ought to have a little vacation, and scratch for himself a while," said Aunt Helen. "He has picked and scratched for his summer. 'And so's the banty,' said Ned. 'It's the best; he's taken as much care of the chickens as the hen has; and never went to roost while his hen was setting, but sat down in the hay beside her every night.'"

"A model spouse," said Aunt Helen. "They are almost human," said Mr. Thornton. And so we sat and

couldn't listen, of course you can't.

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Business Cards.

L. B. BOTFORD, M. D.
Office: In the Store lately occupied by M. Wood & Sons.
Residence: - - - at Mr. Robert Bell's.
Sackville, July 20, 1876.—Gm

H. S. & T. W. BELL,
Soap Manufacturers. - - - Shediac, N. B.
The best and cheapest Soap in the Market.

JOS. HOWE DICKSON,
Attorney at Law, Conveyancer, &c.
Office: - - - in the building of H. B. Allison, Esq., opposite the Banking Office of M. Wood & Sons, SACKVILLE, - - - N. B.

A. E. OULTON,
BARRISTER-AT-LAW, SOLICITOR,
Notary Public, Conveyancer, &c.
Office: - - - A. L. Palmer's Building, Dorchester, N. B.

REMOVAL NOTICE.
W. D. KNAPP, M. D.
Physician & Accoucheur.
May be consulted at the residence situated opposite the store of Mr. John Bell, Sackville.

COLONIAL BOOK STORE,
ST. JOHN, N. B. - - -
Musical Instruments,
Paper Hangers, School Books, Stationery, &c., &c.

THOMAS H. HALL,
G. H. VENNING,
Clock and Watch Maker.

THOMPSON'S
Steam Power Paint and Color Works.
White Lead, Zinc, Paint, and Colors of all Shades.
Factory, 69—Office and Sample Rooms, 73 Prince Street.

ST. JOHN, N. B.
G. F. THOMPSON & SONS.
Price Lists on Application.

PUGSLEY, CRAWFORD & PUGSLEY,
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Dental Notice.
Dr. Anderson, Dentist,
Will return to Sackville next week where he expects to remain permanently from date. He guarantees satisfaction at moderate charges.
Sackville, Sept. 28th, 1876.—tf

L. WESTERGAARD & CO.,
Ship Agents & Ship Brokers,
(Consulate of the Netherlands.)
(Consulate of Austria and Hungary.)
No. 127 WALNUT STREET,
L. WESTERGAARD, Philadelphia, July 24

CHARLES R. SMITH,
BARRISTER AND ATTORNEY-AT-LAW,
Solicitor, Conveyancer, Notary Public, &c. - - - N. B.
Prompt attention paid to the collection of debts and transaction of business generally.

George Nixon,
Wholesale and Retail Dealer in
PAPER HANGING,
Brushes and Window Glass.
King St. - - - St. John, N. B.

Barber and Hair Dresser.
Hair Shaving, Cutting, Dyeing, Shampooing, &c., &c.
Special attention paid to Hair that is weak and falling out.
Tuesday Afternoons is for Ladies.
Razors honed. Wigs made to order.
C. L. MEALEY,
Opposite Brunswick House.

Marble & Freestone Works.
P. HAGAN,
(Successor to H. J. MacGowan)
DORCHESTER, N. B.

Victoria
STEAM CONFECTIONERY WORKS.
Waterloo St. St. John, N. B.

WE call the attention of Wholesale dealers and others to our Stock of FINE CONFECTIONERY. Wholesale only.
J. R. WOODBURN & CO.,
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In all its Branches executed at reasonable rates at this Office.

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Hotels, &c.

WELDON HOUSE.
(Opposite the Railway Station.)
SHEDIAC, N. B.

THE subscriber would inform his friends and the public generally that he has newly furnished the above Hotel throughout in first-class style, and it is now open for the accommodation of the travelling public.
WM. J. WELDON, Proprietor.
Coaches leave daily for North shore on arrival of trains.

HARNESSES!

A SPLENDID STOCK OF
HARNESSES!
May be seen at the Subscriber's, which will be sold
LOWER than can be Bought Elsewhere for CASH.

The Subscriber is constantly manufacturing Harnesses, which for quality of stock used and superiority of work are unsurpassed in this vicinity. Orders promptly attended to at reasonable rates.
Sackville, Nov. 24, 1876. STEPHEN AYER.

CO-PARTNERSHIP NOTICE.

THE Subscriber has this day associated his son, Jean Miron Esquire, with him in his general business as Merchant.
THOMAS BAIRD.
Sackville, May 26th, 1876.

CARD.

THE Business heretofore conducted by THOMAS BAIRD will hereafter be continued under the name and firm of
THOMAS BAIRD & SONS.
And we respectfully solicit a continuance of public patronage.
T. BAIRD & SONS.
Sackville, May 26th, 1876.

CARD.

NORTHWESTERN
Mutual Life Ins. Co'y.
—OF—
MILWAUKEE, WIS.
Assets over \$16,000,000.

EDWARD F. DUNN,
General Agent for New Brunswick.
FLEMING & MOORE,
Medical Advisers, Sackville.

THE BRUCE & CHARD

CABINET ORGANS!
THE Subscriber having been appointed by Messrs. Bruce & Chard of Boston, Their General Agent for the Maritime Provinces FOR THESE

Beautiful Instruments,
Respectfully calls attention of intending purchasers to their superiority of tone, power and finish over any Organ yet introduced.
Persons requiring Organs for Churches, Halls, Lodges, or for Residences, are invited to correspond with the subscriber at "Lamy's Hotel," Amherst, N. S.
Second hand Organs or Melodeons taken in exchange.
Pianos furnished direct from the best makers of Boston at prices lower than any in the market.
The subscriber is also prepared to furnish specifications of

PIPE ORGANS
From the best makers in London and the United States at prices ranging from \$500 to \$10,000.
GEO. G. MELICK.
Amherst, N. S. May 12, 1876.

NEW GOODS!

SOME NEW & ELEGANT DESIGNS
—OF—
SILVERWARE,
Triple Plate,
Cake Baskets,
Fruit Dishes,
Butter Dishes,
Casters, &c. &c.

Another lot of those Solid Steel Handle Silver-Plated Dessert & Dinner KNIVES—the best in the market. I don't require any Patent Knife-Scourer to keep them clean.
D. R. McELMON,
Amherst & Moncton.

CHROMOS.—The largest and finest stock in the world, embracing over 3,000,000 Chromos, Paintings and Choice Prints, at our enlarged Art Rooms. All the new and popular subjects at rock-bottom prices. The Falls of the Rhine, size 20x28—romantic and grand; Scene on the Susquehanna, one of the hills of the season, size 12x29; Lake Lucerne, Switzerland, the most beautiful lake in the world; Isola Bella, a charming scene in Northern Italy, companion to the preceding; Off Boston Light, a beautiful marine, size 14x20, in great demand; Old Oaken Bucket, White Mountains, Niagara Falls, New York, and other 25x30 subjects. Floral Subjects, Cards, Sunday School Cards, Statuary, Motives, Black ground Panels, &c. Also the latest and most complete assortment of Wall Chromos, both on white mounts, blue line, and black mounts, gold lines. Our stock embraces everything desirable for Dealers, Agents or Premium purposes, and all should trust our prices and quality of work. The right person can realize an independence in every locality by taking an agency for our stretched and framed Chromos. Particulars free. Illustrated Catalogue on receipt of stamp. Send for \$3 or \$5 extra. Address
J. LATHEAM & CO.
419 Washington St., Boston, Mass.

Sheriff's Sale!

Also, all other real estate of the said Michael Fitzgerald wheresoever situated, wheresoever described, within my Bailiwick of the County of Monmouth, and that the said Court of Exchequer do execute the said decree of an execution issued out of the said Court of Exchequer against the said Michael Fitzgerald's heirs, assigns and personal and real estate of this

Michael Fitzgerald.
BLAIR BOTSFORD
Dorchester, N. B. } Sheriff
August 25th, 1876. }

Sheriff's Sale

to be sold at Public Auction, on the
Saturday in April next, at the
House, in Dorchester, between the
of twelve and five o'clock, in the
noon :—

ALL the right, title, interest, claim
demand of William K. Bowser
necessary right and right of entry be

lands and premises:—All these lands and premises situate in Beech Hill, in the parish of Sackville, and County of Wiltshire, bounded on the southward by the highway leading to the southward of Weldon, on the northeast by the highway leading to the northward of Weldon, northwest by Crape's Estate, and southeast by Lord's Estate.

[illegible]

BLAIR BOTSFORD.
Chester, N. B., }
Oct. 2nd, 1876. } **SHERMAN.**

DS & CO.'S
ORGANS

musical effects and expression never before attained in any parlor. **LP** Eastlake New Cityes
Cambridgeport, Mass.
State St., Chicago; 16 Leadrone Hill, Los Angeles.
of selected music and valuable reading material, send for a number. Each number contains
WOODS & CO., Publishers, Cambridgeport, Mass.

Cut Nails! Cut Back!
SHOE NAIL
J. R. FOSTER & SON

STANDARD
Nail, Shoe Nail and Tack Works
ST. JOHN, N. B.



ESTABLISHED 1849.
 Formerly W. H. ADAMS' CITY
 WORKS.)
 Orders solicited. Prompt attention
 Satisfaction guaranteed.

SEWING MACHINE

or Wheeler & Wilson, Singer, B
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REVIEW

OF C. MILLER'S REPLY TO THE REPORT OF INVESTIGATING COMMITTEE ON THE CHARGES AGAINST REV. THOMAS TODD.

To the Editor of the Post.

Sir,—Your issue of Thursday last, (25th inst.) contains a lengthy reply, by C. Miller, Esq., to the Report made by the undersigned to the Moncton Baptist Church and published in the same issue of your paper. It is our duty to review that reply and to this we shall endeavor to do fully, calmly and dispassionately, with the single purpose of enabling the public to know the very truth of this matter, and without entering into any retaliatory or recriminatory altercation with Mr. Miller.

The Committee in their Report could not properly enter into details, their duty being to state concisely and clearly the conclusions at which they had arrived. We are therefore glad of the opportunity to meet the specific allegations of Mr. Todd's assailants, and doubly glad that these special charges have been put forth by Mr. Christopher Miller, who was counsel for Mrs. Sears, and whose opportunities and disposition qualify him to make out the most possible case against the Rev. Mr. Todd. We presume that if we can show that Mr. Miller has failed to fasten any wrong-doing on the Rev. Mr. Todd, it may be expected that all fair-minded men, who may have had doubts hitherto, will appreciate the baseless character of the slanders which have been in circulation, and that even the professional propagators of scandal will see it necessary to select some other subject for their future attention.

Mr. Miller, in opening his reply, says that the Committee "court notoriety and invite criticism." The Committee do not invite criticism for the sake of controversy, but, having a thorough knowledge of the whole matter, they do not shrink from a discussion of the facts, and prefer that men should openly state their objections to the Report rather than to circulate their slanders privately in such a way that they cannot be met to be refuted. If Mr. Miller inferred that the Committee are willing to challenge the successful contradiction of their Report, he has arrived at a very correct conclusion.

Mr. Miller says that the Report "seeks to impress the fact that Mr. Cahill was the primary agent of Mrs. Sears and that Mr. Todd was merely an assistant to him." * * * Mr. Todd and Mr. Cahill with indecent haste went to Mrs. Sears a day or so after her husband's funeral and jointly solicited her to allow them to wind up her husband's estate. * * * Mrs. Sears gave into their hands jointly; these facts were proved by Mr. Josiah Tingley, who was present, and by Mrs. Sears.

There is nothing in the evidence taken by the Arbitrators to show that there was any agreement defining the relative positions of Messrs. Cahill and Todd. Mr. Josiah Tingley swears that he was at Mrs. Sears' home at the time referred to but he does not swear that the business was given to them jointly. Some time after this, when letters of administration had been taken out, Mrs. Sears published the following notice in the *Borden*:

NOTICE.—All persons having demands against the Estate of the late Joseph Sears, of Sackville, are hereby requested to present their claims, duly attested, within three months from date, and all persons indebted to said estate will please make immediate payment to the Subscriber, on her Agent, John E. Cahill, Esq.

SARAH SEARS, Administratrix.

Sackville, Oct. 16, 1871.

It will therefore be seen that at this early date Mr. Cahill was alone recognized as Agent.

Mr. Todd never in any transaction of any importance acted alone and on his own responsibility, but Mr. Cahill frequently did. The Report is therefore correct in defining the position of Messrs. Cahill and Todd as Agent and Assistant—not that these relations were so fixed at the outset, but that, as the business was done, that came to be the relation practically sustained by them.

In reference to the remark as to the "indecent haste" of the gentlemen in tendering their services, it is simply necessary to observe that there is some discrepancy in the evidence, as might be expected from persons speaking five years after the event. Messrs. Cahill and Todd deny the "indecent haste" and probably their recollection of the circumstances would be as clear as that of Mrs. Sears. The point, however, is not material.

Mr. Miller next says:

"The debts of the estate requiring a sale of the real estate, I was in 1871-72 employed by creditors of the estate and prevented the whole estate being sold in one lot as the 'Sears Farm' as was intended by these gentlemen. This scheme being suggested, if Mr. Cahill is to be believed, by the Rev. Mr. Todd, he enabled them to buy it cheaply and make a good thing out of it by a resale, and that Mr. Cogswell was spoken to provide what they might require. Any comment here is unnecessary."

This story is not sustained by any facts brought out by the arbitration and it is hardly necessary to say that, if it were true, evidence on the point would have been submitted by Mr. Miller. If the Rev. Mr. Todd is to be believed (and we think him at least as well worthy of belief as Mr. Cahill) the story is utterly unfounded; the only occurrence that bears the slightest resemblance to that stated by Mr. Miller being a suggestion made at one time that certain pieces of marsh did not bring nearly their value, they should be bid in for the widow and any money needed obtained from Mr. Cogswell.

Again Mr. Miller says:

"Mr. Cahill did not attempt at several times to pass the accounts of the Estate through the Probate Court subsequent to Mr. Todd's removal from Sackville. One account only was made up from Mr. Todd's book, and was, as the Committee say, wrong and unfair to Mrs. Sears."

In 1876, after Mr. Todd and Mr. Cahill had entered into Bonds of Arbitration with Mrs. Sears, Mr. Cahill with whom Mr. Todd was then acting in close concert, filed an account which Mr. Todd paid Counsel to get passed the Probate Court for the avowed object of defeating the arbitration.

Herein, as afterwards appears in Mr. Miller's reply, two accounts are referred to—one in 73 and one in 76—though he has the presumption that any account only was attempted to be passed. Our statement was that three several attempts were made to pass the accounts and though it is possible that the three accounts were not actually before the Court, it is certain they were made up and that our statement was substantially correct. These accounts might have been made from Mr. Todd's books, but they were not made in agreement with the books, and Mr. Todd's assistance was not sought or had. The statement in the second paragraph is wholly untrue. Mr. Todd did not pay Counsel to get account passed of defeating the arbitration, or for any other purpose. From first to last, Mr. Todd had nothing whatever to do with any accounts made up for Probate or attempts to get them passed.

Next Mr. Miller says:

"If Mr. Kilham did not act on his own mere motion in becoming liable to pay \$200 for Mr. Todd, it is a most curious coincidence that on the Saturday previous, Robert Bell, Esq., called on, and ascertained from me on behalf of Mr. Todd my willingness to settle, and, as

anticipated from what he said that some of Mr. Todd's friends from Moncton would be here on Monday I was not surprised when Mr. Kilham came in and settled."

This is plausibly put but there is absolutely nothing in it. In the midst of the sore distress brought on Mr. Todd by Mr. Miller's unwarrantable application of the harassing powers given him by the law, it is not unnatural that his friends should seek some means of affording relief, and it was with this thought that Mr. Bell called upon Mr. Miller. He was not asked to go by Mr. Todd, nor had he any authority to settle, nor did he intimate to Mr. Miller, directly or indirectly, that Mr. Kilham or any one else was coming to settle. Mr. Bell had no knowledge of Mr. Kilham's intentions in the matter.

We quote again from Mr. Miller's reply:

"The accounts of the estates so far as kept by Mr. Todd are not correct in every particular. They can hardly be called accounts at all, and it is impossible from them alone to determine the assets of the estate and their disposition, and I am surprised to find that men who could know something of book-keeping stuff themselves by saying they are correct in every particular and cannot be assailed."

The Committee did not state, or mean to be understood to say, that the accounts were kept in accordance with the principles of correct book-keeping, but simply that the entries made by Mr. Todd were correct entries.

The charges against Mr. Todd implied that his accounts were falsified, and the Committee, directing attention to this point, found that not one entry was incorrect or calculated to be misleading to any person who understood accounts. The books were not kept in the manner presented by Mr. Todd, but how many do keep books in that way? The Committee's enquiry on this point, of course, was to ascertain if the entries were correct records of the business done and we repeat that they are "correct in every particular and cannot be successfully assailed."

We further state that at the time Mr. Todd left Sackville any clear-headed business man could determine the assets of the estate and their disposition" from Mr. Todd's books, aided by his explanations, without which no attempt should ever have been made to prepare an account for Probate.

Referring to the letter in the *Post* of August 2nd, on which the committee commented, Mr. Miller says:

"I wrote that letter, as is known, and I thought proper, the approval of what I had written as she declared before the Arbitrators. This was previously known to at least one of the Church Committee, so that the intimation intended to be conveyed in stating Mrs. Sears did not write it, is as mean as it is false. Mr. Todd himself attempted to get Mrs. Sears to disavow it; he had the indecency to go, during the progress of the arbitration, to where Mrs. Sears was staying and persistently urged her to sign a certificate he had prepared. I was sent for by her friends and arrived in time to prevent his effecting his object."

It is satisfactory to have Mr. Miller acknowledge that he wrote that letter, and to find him confessing that under a general authority to write what he "thought proper," he had the audacity to publish the gross charges therein contained as if they came direct from Mrs. Sears. If that good woman ever gave him authority to write what he thought proper, she evidently soon found that her confidence was misplaced and the authority abused, because she afterwards declared to Messrs. Todd and McKenzie as follows:

"I distinctly state that I never wrote that letter, nor did I see it till it appeared in the *Post*, neither did I sign the letter and I am heartily sorry that such a letter ever was published. Mr. C. Miller wrote that letter."

This disavowal was not sought for the purpose of affecting the issue of the arbitration, which it could not influence in any way, but for the purpose of satisfying Mr. Todd's brethren that there were no facts to warrant the letter known to Mrs. Sears and that it was really part of a lawyer's efforts to work up a case. The dramatic coloring given to the scene by Mr. Miller, we are assured, has nothing to warrant it.

Again Mr. Miller says:

"That letter I affirm does contain true and well-founded charges in every particular, except in one or two slight and unimportant particulars. I repeat that in Mr. Todd's Ledger, or whatever it may be called, on page 26, in a list of three accounts presented against the estate Mr. Todd wrote over the name of Christopher Kestabrook, \$10.42. 'Pd. T. T.' and over the name of Alex. Easterbrook, \$20.00. 'Pd. T. T.' And Mr. Todd and Mr. Cahill obtained from these parties respectively receipts of the amounts, which receipts were used by Mr. Cahill in the Probate Court in 1872, by which credit was given Mrs. Sears for such sums; that these sums were charged, and upon their being disputed by Mrs. Sears' Counsel, these receipts were actually produced, and Mr. Sears was compelled to call both Christopher and Alex. Easterbrook to prove the payments, and Mr. Todd swore he believed the amounts were paid, or else the accounts would not have been received. And Mrs. Sears was compelled to call both Christopher and Alex. Easterbrook to prove they never had been paid one cent."

The Church Committee now state that Mr. Todd's accounts do not represent he paid them. Will the Church Committee explain why Mr. Todd wrote "Pd. T. T." over an account, took a receipt for the amount and claimed credit for it before the Arbitrators when nothing, as they now admit, was ever paid.

We are amazed to find Mr. Miller deliberately making such statements as these, knowing, as he must, how unfair they are. In the Ledger, as it is called, was a list headed "Accounts presented against the Estate," and in these Mr. C. Easterbrook is down for \$10.42, Mr. A. Easterbrook for \$20.00, J. R. Ayer for \$25.55, &c. &c. These accounts were paid by offsets, purchases at the auction, or cash, or part in one way and part the other. Whenever an account was fully paid and disposed of Mr. Todd used to write opposite the name "Pd. T. T." meaning, as he stated on oath, that the account was finally disposed of and not that it was paid in cash. The actual amount was paid in cash in any case was shown by his cash book. For instance, Mr. Ayer filed a claim of \$25.55, but the actual amount paid him was \$17.13. Opposite this name in the Ledger written "Pd. T. T." but the cash book shows what amount was really paid, and it must occur to Mr. Miller, or any other man of ordinary intelligence, that if Mr. Todd had intended to falsify the accounts and to claim that he paid \$25.55, he would have made the cash book show this amount. If disposed to be fraudulent he would hardly keep a cash book that would convict him at sight. In point of fact, therefore, the entries in the Ledger and Cash book, both provide proof of Mr. Todd's purpose to do right. In the case of the Messrs. Easterbrooks, as stated in the Report, the Cash books (to which, of course, we look for actual payments made) shows nothing paid thereon. We presume that any accounts, however settled, would be receipted, and it is possible (though we cannot find it in the evidence) that some years after the event Mr. Todd, speaking from memory, would presume that the amounts were paid as shown by the vouchers. Mr. Todd, however, had nothing to do with the use made of these vouchers; he left Sackville in the Spring of 1873 and never had any part in making up accounts for Probate, and he did not "claim credit" before the Arbitrators for any amounts which were not paid. Mr. Todd, of course, could not possibly prevent Mr. Cahill, or any one else,

from using these vouchers, or receipted accounts, as he saw fit.

Mr. Miller next says:

"Mr. Todd did not keep correct accounts of his dealings of the Estate. Where has Mr. Todd charged himself with \$75 received from David Wheaton, balance on a lot of marsh. Mr. Cahill always insisted until after Mr. Todd and he formed an alliance last summer, to defeat Mrs. Sears in the arbitration, by the proceedings in the Probate Court, that Mr. Todd had received and kept that money. Where has he credited the Estate with the \$75 sold to John Favett for \$34; where the \$75 was the grass and account against John H. Tingley amounting to \$22.30. How was it he charged the Estate with having paid Joseph Thompson \$72.30. How was it he had only received \$20.00. Todd and Cahill both swore they thought they had paid him \$88. If the books are correct, why should they have charged Mrs. Sears with having paid \$22.30, when they thought they had only paid \$20, and as fact paid only \$20.30. But why nullify my instances; indeed when the Cash book kept by Mr. Todd only shows a total of receipts of \$2,379.45, and the total Estate sold in Feb. 1872 alone realized \$16,400.00 leaving \$14,020.55 unaccounted for besides the personal Estate, leaving a balance of some \$1,000 to \$5,000 wholly unaccounted for by his books."

Now if the object of this paragraph was simply to show that the books were not kept scientifically, we should admit the argument and dismiss the paragraph without further notice; but evidently it was Mr. Miller's purpose to convey the impression that the marsh, the ox, the steer, the hay, &c., were not accounted for and that the estate was depleted to the value thereof, and evidently any person who has read the paragraph has so understood it. It is therefore necessary to pay some attention to these charges.

With respect to the marsh purchased by Wheaton the balance of \$775 due thereon was arranged for by Mr. Wheaton by Mr. Todd as a transaction purely between those gentlemen. Mr. Todd paid this estate the \$775 in manner as shown by his account submitted to the Arbitrators and admitted to be correct. The sum of \$300 was deposited with Mr. Wood & Son to the credit of the estate, \$224 was paid to Mr. Cogswell, for the estate, as shown by his receipt, and the balance was applied to the payment of other debts due by the estate.

With respect to the ox we quote the evidence of Mr. John Favett:

"I bought the ox from Mr. Cahill; don't recollect the price, think it was \$25 or \$28.10. The estate was owing me \$30. (Cross ex.) I won't swear that Mr. Todd and Cahill did not pay me \$27.27 in June 1872."

The books show \$22.27 paid to Mr. Favett and this, with the ox, evidently paid his claim, so that the estate got the proceeds of the ox.

In reference to the steer we quote the evidence of Elijah Easterbrook:

"I got my pay in different ways. I got a cow and a pig at the sale—an amounting to \$25.15. I afterwards got a wash stand 95 cts and a box of nails 46 cts. There was a steer missing in the fall which Mr. Cahill said I might have for the same as the others were appraised as if I could find him. When I got the box of nails I agreed to pay \$5.50 having found the steer in the meantime, and then we had a kind of settlement. I received about \$23 left with E. Thomson for me by Mr. Todd. I received the balance of my account. The whole amount received was \$22.67."

So much for the steer.

Mr. John B. Tingley had an account against the estate about \$117 and the difference between that and \$22.50 was paid him in cash. There was no dispute about this before the Arbitrators and no claim by any one that the estate did not get the \$22.50 for the grass &c.

In reference to Joseph Thomson's

account we quote his evidence:

(Witness shown an account) "I think this is my account. I think there was \$10 turned with Mr. Wood for me. They paid me the balance all but \$23. (Cross ex.) I don't keep any books in which I put down money received. They paid me some money. I don't recollect the amount. It might have been about \$30. I will swear I took off \$12 but I cannot say whether they paid me any interest or not."

Forty dollars turned with Mr. Wood and thirty dollars cash makes \$70 so that Mr. Todd must have been nearly correct when he said he thought they paid him \$68. Thomson does not swear (according to the Arbitrators' minutes of evidence from which all our quotations are made) that he received only \$60.60.

We are at loss to know what Mr. Miller means by saying that the Cash book shows a total of receipts of \$2,379.45. We find an account of sales in that book footing up \$10,840 from real estate and some thousands of dollars from personal property.

Mr. Miller next refers to the settlement effected through the instrumentality of Mr. Kilham, and declares that Mr. Todd did not work gratuitously. He adds:

"Mr. Kilham claimed compensation for Mr. Todd, and in the settlement the sum of \$38 was deducted from the balance due Mrs. Sears, as compensation allowed Mr. Todd and Mr. Cahill."

The settlement, published by Mr. Miller, shows an allowance of \$362 for "services," but it does not say that any part of this was for Mr. Todd's services. Mr. Kilham informs us that he did not claim "compensation for Mr. Todd," but it is not difficult for any reasonable man to understand that he would desire to pay as small an amount as possible, and would not particularly care why the other side reduced the amount. Mr. Kilham was paying money which neither he nor Mr. Todd owed, and very naturally he made the amount as small as possible.

The next matter of importance referred to by Mr. Miller is the following:

"The report of the Committee states they have been credibly informed that the Arbitrators would have exonerated Mr. Todd financially and morally. I would have been astonished had I seen this statement in any other document, as I had reason to believe that no such conclusion had been arrived at; but I am surprised at the Editor of *THIS TIME*—one of such Committee—who was informed by Mr. Todd, one of the Arbitrators, on the Tuesday morning before his paper containing the report was published, that such statement was incorrect, that he allowed the report to go forth, knowing it was false, and that, without in any way referring to and correcting it in the editorial notice he has given the scandal."

Mr. Stevens may, if he chooses, answer this reference to himself, but in regard to statement made by the Committee we have to say that even if one of the Arbitrators was still undecided on the point referred to, or even if he was disposed to go against Mr. Todd, which we have no reason to believe, still the Committee may have had "reason to believe" that the award would have exonerated Mr. Todd morally and financially. If, however, the Committee received wrong impressions in this particular, it is not a very serious matter; but as we understand that the Arbitrators, when the matter was taken out of their hands, agreed amongst themselves to say nothing of their purposes, we are not in a position to say anything more positive on this point.

Mr. Miller says:

"The Committee complains that the Rev. Mr. Todd has been 'unreasonably persistent.' How! Did I remorselessly persecute him when I personally urged him before legal

measures were taken, to settle with Mrs. Sears? That much-abused woman had been stripped of every cent and had not a dollar left to undertake lawsuits and fight Messrs. Todd and Cahill through the courts, and I was at all times solicited to have a settlement. Finding that they intended taking advantage of Mrs. Sears' poverty by withholding from her even the \$400 which their Probate account admitted was in their hands, and by attempting to forestall an award by a decree of the Probate Court, I found after three months waiting that decisive steps were necessary. I submitted the facts to an eminent counsel, and his opinion amply sustained the course I had followed. That active, legal steps should be taken, I used them in the Supreme Court, I maintained the debts of Mr. Todd, and Mrs. Sears made complaint to it. Chase, Esq., called Mr. Todd for endorsement of \$775 from D. Wheaton, which did not stand fire, that finding himself involved in the meshes of the Criminal Law he would make some restitution. The result justified my calculations. Mrs. Sears got part of her money by the gratuitous interference of Mr. Kilham."

On this we have to remark:

1. That before proceedings were commenced Mr. Todd went twice or three times to Sackville and endeavored to meet Mr. Cahill and Mrs. Sears' friends in order to rectify the accounts made up by Mr. Cahill. Mrs. Sears and others swore that Mr. Todd always seemed anxious to have matters explained and made right and that he never showed any disposition to avoid an investigation of the books.

2. That Mr. Todd always contended that he had not a penny of estate money, and the referee he, of course, would not consent to a settlement that involved him in any obligation to pay. If Mr. Miller urged a "settlement" of this kind Mr. Todd rightly declined. In point of fact, however, Mr. Miller's first act was to summon Messrs. Cahill and Todd to Sackville, threatening a suit in Equity, and when they went, it agreed to leave the matter to arbitration.

3. That, as we are advised, there was no attempt by any one to forestall an award by a decree of the Probate Court. The Probate Court purposely adjourned in order that the award might be made before the accounts were passed. Mr. Todd, however, had nothing whatever to do with the proceedings of the Probate Court in any way.

4. The reasons assigned by Mr. Miller for the harsh proceedings taken against Mr. Todd are not, we believe, correctly stated. Mr. Miller himself, after he had withdrawn the submission, informed Mr. Todd that he had so acted because the Arbitrators were incompetent to properly perform their duties. And it has generally been understood that Mr. Miller by some means had ascertained that the award would not be satisfactory, particularly as Mr. Cahill had just put his property out of his hands in order to "forestall the award."

5. That with respect to Mr. Miller's "persecution" of Mr. Todd, we think that the reader will agree with us that the Committee's expression has been fully sustained. In this connection it may be well to say that while we believe that Mrs. Sears has been honest and conscientious, though greatly misled, as any woman ignorant of accounts might be, and while we can appreciate the fact that some of her friends also having failed to thoroughly scrutinize the books, may have honestly received erroneous impressions, we cannot make the like remark in reference to Mr. Miller, as he must certainly have some knowledge of books and must have examined them thoroughly. We unhesitatingly assert that any clear-headed man, with ordinary knowledge of accounts, after giving careful examination to the books, must arrive at the conclusion that Mr. Todd did his work honestly and fairly, and further that any such man could not fail to see that the issues of property referred to in

Mr. Miller's reply were properly accounted for. We have no doubt whatever that Mr. Todd obtained what he feared he might not get from Mr. Cahill; that, as he says, he calculated he would so harass Mr. Todd by throwing him into the meshes of the Criminal Law, that he would not "stand firm" but would purchase his release by yielding to demands that Mr. Miller knew to be unjust. We resist the temptation to pursue this thought further, merely remarking that if Mr. Todd honestly owed anything to the estate there was no necessity for Criminal proceedings as he is able to pay and Civil proceedings would have compelled him to do so.

Mr. Miller, in conclusion, says:

"I am amazed at the Moncton Baptist Church placing the whole column of the *Borden* on Mr. Cahill when Mr. Todd from first to last was the partner in it. If not, why did he not in his zeal for the widow give me the benefit of his knowledge of the accounts at the very outset, why did he not then denounce Cahill as the robber of the widow, instead of uniting with him to defeat her? I answer why he did not."

In the report made to the Church, and in this review, the undersigned have endeavored to say as little as possible respecting Mr. Cahill, whose innocence or guilt it was no part of our duty to determine. We could not help explaining the fact that although Mr. Todd offered to go to Sackville and assist in preparing accounts for Probate whenever asked to do so, he was never called upon and that those who undertook this duty without his aid, greatly blundered, either willfully or ignorantly, and thus led to an imminence of trouble and confusion, all of which would have been prevented if Mr. Todd had been called upon in accordance with his offer. We do not place the odium of the whole transaction on Mr. Cahill; we simply say that Mr. Todd is innocent, and beyond that was not our duty to enquire. As to the relation between Messrs. Cahill and Todd we have already commented on that, and we have also explained that Mr. Todd, after two or three visits to Sackville and unsuccessful efforts to meet Mr. Cahill in the presence of Mrs. Sears' friends, was threatened with a suit in Equity and obliged to assume a defensive position. He then said, as any honest man would say, that though he had no money of the estate, if, in consequence of any negligence of his, or for any cause, he ought to pay any amounts, he was willing to do so. Hence he consented to the arbitration.

We have now fully reviewed Mr. Miller's reply and in doing so have quoted nearly every section of that reply. And in submitting the whole case to the judgment of an intelligent public, we have only to add that if any honest, candid person is still in doubt upon any point not touched by Mr. Miller and herein explained, the undersigned, or any one of them, will be happy to give the needed information. Having gone to the very bottom of these transactions we know that Mr. Todd is entirely innocent of any wrong doing and this position we are able and willing to defend.

In this connection we may refer to the three column Editorial of the *Borden* on this subject. We have carefully looked over that article and (excepting the abuse of Committee which we cannot descend to notice) we find nothing therein which is not fully treated in the foregoing review.

JOSEPH CRANDALL,
H. T. STEVENS,
JOHN MCKENZIE,
D. A. DUFFY.

Moncton, 29th Jan., 1877.