-- IN-

## Semi-Weekly Star

Denti- as court Deat.			
SPACE.	LENGTH OF TIME.	I	RATES
A Column,	One Year	-	\$100
Half do.	"		50
Quarter do.	"		25
4 Inches,	"		16
A Card,	"	1	12

Of the above spaces, half the amounts set opposite for six months, one fourth the ments for terms shorter than three months. TRANSIENT ADVERTISEMENTS.

Single insertion not more than one inch. 50 cents; Subsequent insertion's [each] for same space 25 cents.

Advertisements will be charged for the time of insertion if not ordered to be suspended in writing. Advertising rates [outside the tran-

sient advertisements] payable every thirty Solid advertisements, ten cents a line. Orders for the discontinuation of upon, must be given in writing; else all

continued "ads" will be charged at the regular rates. The advertising rates in the WEEKLY STAR are the same as those of the Semi-Weekly Special arrangements may be made with the Editor or Publisher, at the office. Subscribers who do not receive their

send in word to the office.

J. E. COLLINS, ..... Editor.

CHATHAM, N. B., OCTOBER 13, 1880.

### SENATOR MUIRHEAD'S MILL

thousands of people over this Province The machinery will consist of 2 gang not afraid, they would proceed machines. It will be the largest 2an Incline to be used will be of Geo. Fleming & Son's build, St. John; there will be 2 cylinders 22 inches diameter, and 2 foot stroke. There will be 9 boilers, 40 feet long and 3 feet diameter-and the mill will probably be finished by the end of the year.

Most of the iron work is ready, forges having been at work all the summer preparing the same; gangs are at work now getting out the frame. The chimney of the other mill will be used.

We are glad to hear that the Sen ator has hit upon a safer method of mill construction than we have heard of being adopted in the Dominion before. The engine room, furnace and boilers will be detached from the main building, a space of about 10 feet being kept between both as fire-break. This will be of more account than 10 engines about the mill, and will keep down the insurance rates on it. We think the plan is well worthy the attention of anyone who may think of building mills.

The construction of the mill will go on rapidly and is in good hands. Mr. George Dick one of our most intelligent engineers and who will be engineer of the mill, will oversee the work; Mr. George Cassidy our enterprising town architect will be foreman. There will be about 35 men employed at the construction.

chronicled any item with more plea. sure than the above, and it is a long tidings of Franklin." With the story time since the reading public have of that brave explorer, and the read a more pleasing paragraph. grief and heroism of his noble wife, Buoyant as the times have been with us the past season the loss of Muirheads mill has been felt from one end of the River to the other. It was known as one of the great institutions of the country, and we well remem. Three hearty cheers bade the ships adieu, ber the day when the news of its destruction reached Fredericton, how and men gathered in knots about the I dreamt a dream: I lay on the deep, streets and, lamenting its loss, said the Swung in my hammock, and fast asleep. as much by the hopeful signs of coming prosperity as by that intrepedity and far seeing business ability which have made Senator Muirheads operations on the Miramichi historical, he has resolved to replace the great industry which the people so widely have regretted. May the success of the past still continue to All my fortune would I freely give accompany the Senator's future.

## SUIT.

jury brought in its verdict for His having belonged to Franklin. The Fredericton. Mr. Jack, who is no luckless Erebus and Terror. doubt very anxious for another fee, shows a distressingly long list of points upon which he will ask for a non-suit, or an arrest of judgment;

contract valid in meaning and in word, and conformable even to the strict etiquette of good law. The company took unstable and unworthy ground against His Lordship's suit: they fell upon that ground, and a graceful submission would under the circumstances be the very best thing they could now do. To submit, to amount for three months. Special arrange- the enevitable of law and justice for a company like the Western Assurance, which depends upon its popularity for its success, a much of the seven thousand and odd at Fredericton. We think we can be facture menaced by foreign goods. safe in saving that this company has lost caste among thousands of people advertising contracts, after the time agreed in this part of the Province for the length to which it has already carried its work of unjustifiable repudiation: We are quite satisfied that the ultimate triumph of the company in its suit, would mean the utter ruin of its business among these same people, and indeed as far as the newspapers papers promptly and regularly will please of the northern country are read.

## ABOUT OUR M. P.

We think the coompany would do

wisely and well to reject Mr. Jack's

advice, and let him take his distress-

ing brief home and file it as a remnant

of a lost hope.

An enterprising correspondent writing to us from Alnwick says:

Let our M. P. come down to ask the electors of this parish for their votes It will be joyful intelligence to now, and see what he would get,now at a time when they are paying the unjust debt of Messrs Anderson and especially at the North, to learn and Loggie. They have not forgotthat Senator Muirhead has concluded | ten, nor when the proper day arrives, to commence at once the construction will they forget how Mr. J. B. Snowof a new mill to stand on the site of survey bills just as they pleased. the old one. The dimensions will be They have read in your paper of the day of February, A. D. 1878, was an about as follows: 146 feet long, 46 suit of Loban & Dicken v.s. Snow- application for insurance in The North feet wide, with 27-foot posts; and ball in the last Circuit Court, and British and Mercantile Insurance Comonly they are poor, and this is why pany only. built of the best of spruce and pine. the man of so many fair promises is saws, 2 double edgers and necessary Dicken & Loben did. Between optrimmers; also lath and paling pressions of the poor, the same oppression that I learn he exercised among his own mill hands this sum- defendant. gang mill in the Province, and its mer when he had everything to sawing capacity will be about 120,000 himself, and his broken promises, feet per day of 10 hours. The engine Mr. Snowball has earned a nice re- 8th day of February, A. D. 1878: ception for the next time he comes "Street and I take ten thousand each,"

> and insinuates be true, Mr. Snowball companies which they represented, were ought to be ashamed of himself. It willing to take insurance upon the has been too long the fashion with amounts being distributed. tylants to crush those who were powerless to resist: and if our member has been aggrieving the poor people of Alnwick in this way, it will indeed be little use in his asking them ever again for their votes. The reduction of the survey bills under any contract, it is solely for the delivery the circumstances was a piece of op- of a policy, and would embody the pression resorted to by a man who terms and condition of a policy in ordinfor the time did not want the votes of ary and common use by the defendant Alnwick, but who blindly disregarded what he was drawing on himself for prised in letters and telegrams between the future. As to our members oppressiveness on his own mill hands here this summer, we do not know whether the statement is true or not, and we would not like to wrong Mr. Snowball, by saying that it is; though we have been told that, finding he of the 8th day of February, A. D. 1878, had everything his own way this from Henry Jack to Francis E. Winslow, summer, Mr. Snowball cut down appeared to make a completed contract. wages, though trade was better than if circumstances subsequently occur, as for many years, and drove his men to they did occur, which make it appear to the utmost. The men know best if the parties or either of them that it was this statement is true or not.

## LIN.

No ship within the last thirty years has returned from the dismal It is a long time since we have Arctic regions without the question being put "Have you heard any we are all familiar from our cradles, and with the lines of the song as composed by her and sung yet on board of every whaler.

> For the Frozen Ocean in the month of May. For noble Franklin and his brave crew.

them in her dreams: of monster ice- insurance. bergs bearing down upon her "daronly this—

In Bantling Bay where the whale fish blows The fate of Franklin nobody knows. and then-

To know on earth if my Franklin live.

From time to plorers of nautical instruments, and ant. chests being discovered in the Everyone thought that when the dreary North, bearing marks of their

The most terrifying legends are ant. told, he says, among the young 13. That the plaintiff never accepted judgment. Esquimaux he met, and some of the any insurance from the defendant, or old people tell of a party of officers agreed to any contract proposed on beblack about the mouth with no flesh half of the defendant. but Mr. Jack knows just as well as on their bones, dragging a boat 14. That no premium was paid or v. Jordan, L.R., 6 Ch. D. 517. Addison

were found under their boat and in panions, before yielding to starva- seal. tion and cold.

### HELD OVER.

WE have to hold over till next a large quantity of correspondence and editorial, in consequence of other lengthy reports which we publish.

THE English Government has lately levied a protective duty on imported judicious step, than even the gaining refined sugar; and is taking steps to protect all articles of home manu-

THE Sultan has come to his senses and surrendered Duleigno. longed howl.

### HIS LORDSHIP'S INSURANCE CASE.

The following is a copy of the Brief Mr Jack has made out of his appeal to be tried before the full Bench in Fredericton. Our readers will see it is as unsound as it is plausible :-

IN THE SUPREME COURT, BETWEEN THE ROMAN CATHOLIC BISHOP OF CHATHAM, PLAINTIFF, AND THE WESTERN ASSURANCE COMPANY, DEFENDANT.

Tried before His Honor Mr. Justice Duff, at the Northumberland Circuit Court, September, A. D. 1880.

Verdict for plaintiff, \$5,750.

The defendant will, on Michaelmas Term next, move to enter a nonsuit. pursuant to leave reserved, on the following grounds :-

1. That the application of the plaintiff for insurance, embodied in his letter

2. That as Francis E. Winslow derived his authority solely from the last mentioned letter, he wis not authorized to apply for iusurance by the

3. That the telegram from Henry Jack to Francis E. Winslow, dated the was simply an intimation that the said If what our correspondent states Street and Jack, on behalf of the

> 4. That it was not competent for Warwick W. Street, the agent for the defendant to delegate his power to Henry Jack to accept the risk alleged to be offered to the defendant by the A. D. 1878.

5. That if the defendant is bound by

6. That the alleged contract is comthe parties or their alleged agents, and that the plaintiff improperly witheld, on the trial, a portion of such correspon dence, and thereby disclosed only a portion of the alleged contract, and made it appear to be other than it really was.

7. That even though the telegram intended to form a complete contract, it would, from the time of such knowledge and in the absence of damage from THE REMAINS OF FRANK- breach, cease to be a contract or contain any of the elements of a contract.

8. That it is evident from the letter from Henry Jack to Francis E. Winslow, dated the 9th day of February, A. D. 1878, the reply of Francis E. Winslow thereto, dated the 12th day of February. 8th day of February, A. D. 1878, in Francies E. Winslow, of the last mentioned date, and the letter of Henry Jack to Francis E. Winslow, dated the 13th day of February, A. D. 1878, that the plaintiff and the parties interested or to be bound thereby treated the alleged It was from old England my love set sail contract as incohate, and that their minds were never ad idem.

8. That the plaintiff by his letter to Francis E. Winslow, dated the 12th day of February,, A. D. 1878, which was W. Street had authority to confer upon forwarded to and received by Henry Francis E. Winslow the power to accept Jack, re-opened the alleged contract insurance at Chatham from the plaintiff, whole Province would feel it. But And then she tells of the terrors of and proposed terms, which were not to adjust the premium and to bind the this is all over now, and emboldened that dreadful region as she saw comprised in his original application for defendant to issue a policy for such in-

10. That the alleged contract is ling husband's ships"-and then the indefinite, and is susceptible of being was no cause of action; or, Spirit of her dreams saw this, and construed either as a contract by Henry Jack to insure and to procure insurance there was any contract between the by Warwick W. Street, a like contract plaintiff and defendant, the same would by The North British and Mercantile be controlled by the principles stated in Insurance Company to insure and procure the aforegoing grounds of motion for Chatham and Escuminac, times. Erom a little one it has grown to be insurance by the defendant, or as a contract by The North British and Mercantile Insurance Company to insure, Jack was authorized by Warwick W. time based upon a contract to re-insure the Street to send the telegram, the contract HIS LORDSHIP'S INSURANCE | we have been told by Arctic ex- lastmentioned Company by the defend. will be complete, and that the subse-

11. That there is no privity of con- the defendant's liability and must be tract between the plaintiff and defendant. disregarded by the jury.

12. That no specific amounts were Lordship that the case was settled lates; story is told by Lieutenant placed upon the various portions of the question as to the non-distribution of for all time: but as will be seen in Schwatka who has returned from a premises alleged to be insured, and that the risk, or whether the risk could or another column, the defendants are polar expedition recently to New it cannot be alleged what portions there- could not be distributed. determined to try further conclusions York. He has brought additional of were insured by the defendant, or for before the full bench of Judges in information about the fate of the what amounts, or that the buildings destroyed were insured by the defend-

any other lawyer, that the grounds across the ice. Nothing more was promised to be paid for the alleged in- on Contracts, § 57. Bunyon on Fire he sets forth are trivial and do not seen of them until the skeletons surance by the defendant.

15. That an action on a contract to cial House, &c., Ins. Co., 34 Beav., 291;

if any, is not at law, but in equity, for Clarke on Insurance, 5. . Walker v specific performance of an alleged con- Prov. Ins. Co., 7 Grant, 137; affirmed tract.

time move to set aside the verdict, and 501. Acey v. Farnie, 7 M and W, 151. for a new trial, to be granted in case a Addison on Contracts, §20. Routledge non-suit is refused, on the following v. Grant, 1 Moo. and P. 717; Bing grounds :-

IMPROPER ADMISSION OF EVIDENCE.

1. Of Francis E. Winslow, of the

E. Winslow and the plaintiff.

Francis E. Winslow to Warwick W. 227; 32 L. J. Ex., 241. Harris v. Montenegrins rushed in with a pro- Street, dated the 16th day of January, Rickett. 4 H and N, 1; 28 L. J Ex. 197. A. D. 1878.

4. Improper admission of letter from Francis E. Winslow to Henry Jack, dated the 7th day of February, A. D.

5. Improper admission of letter from plaintiff to Francis E. Winslow, dated the 7th day of February, A. D. 1878. 6. Improper admission of telegram from Henry Jack to Francis E. Winslow, dated the 8th day of February,

7. Improper admission of evidence of Francis E. Winslow of the mode of settlement by The North British and Mercantile Insurance Company of the

plaintiff's claim against that Company. 8. Improper allowance of question on re examination of Francis E. Winslow,-"Did you deal in the same way with

Mr. Street ?" 9. Improper admission of evidence of Richard F. Quigley, of conversations between him and Warwick W. Street

after the occurence of the fire. 10. Improper admission of Richard F. Quigley's inferences.

11. Improper admission of evidence of Richard F. Quigley of his conversation with Warwick W. Street, with a view to prove that the latter dissuaded the former from putting this claim in do. suit within six months from the loss.

12. Improper admission of evidence of Richard F. Quigley of admissions made and acts done by The North British and Mercantile Insurance Company, or the representatives of that Company, and of statements made by Richard F. Quigley to Warwick W Street of such admissions and acts.

13. Improper admission of letter from Willet & Quigley to the President, Managing Director and Secretary of the defendant, dated the 10th day of October, A. D. 1878.

14. Improper admission of letter from Willet & Quigley to Warwick W. Street, dated the 6th day of November,

15. Improper admission of letter Guy, Bevan & Co. from the plaintiff to Willet & Quigley, dated the 2nd day of November, A. D. 1878. 16. Improper admission of letter

from Warwick W. Street, to Willet & Quigley, dated the 19th day of Novem: ber, A. D. 1878. 17. Improper admission of evidence

of Richard F. Quigley as to whether Warwick W. Street did or did not object to proofs of loss by the plaintiff. 18. Improper admission of evidence by Richard F. Quigley of a letter alleged

to be written from the plaintff to A. L. 19. Improper admission of copy of

IMPROPER REJECTION OF EVIDENCE.

1. Improper disallowance of question put by Mr. Thompson to Francis E. Winslow,-" Are you aware that it is a condition of all these policies that the premium must be paid?"

2. Improper refusal to allow Mr. Thompson to cross-examine Henry Jack with regard to the conversation between him and Warwick W. Street, prior to the sending of the telegram from Henry Jack to Francis E. Winslow, dated the A. D. 1878, the letter of the plaintiff to which conversation the authority, if any, to send the telegram was obtained by the said Henry Jack.

3. Improper refusal to allow Mr. Thompsou to examine Warwich W. Street with regard to the conversation mentioned in the last foregoing paragraph.

MISDIRECTION OF THE LEARNED JUDGE.

1. In telling the Jury that Warwick

2. In not telling the Jury that there

3. In not telling the Jury that, if

4. In telling the jury that, if Henry quent correspondence had no bearing on

5. In not leaving to the jury any

And the defendant will also at the

VERDICT AGAINST LAW AND EVIDENCE.

same time move for an arrest of The following authorities will be cited:

Story on Agency 8th Edn. 1874 §§ 13, 14, 29, 109 and notes. Williams Ins. (1875), § 51. Linford v. Provin.

a tent, a prey to wild beasts and insure cannot be brought against the 10 Jur., N. S., 1066. Bunyon on Fire with evidences that they had been defendant, being an incorporated Com- Insurance, 52. Morgan v. Mather, 2 driven to feed on their weaker com- pany, except upon an instrument under Ves., Jun. 18. Clarke on Insurance,

33. Barber v. Fox. 2 Saund, 138. 16. That the remedy of the plaintiff, Alchorne v. Saville, 6 Moore 202 n. in appeal, 8 Grant, 217; 5 U. C. L. J.,

The defendant will also at the same 162. Flint v. Ohio Ins. Co., 8 Ohio, 653. Cope v. Albinson, 8 Exh. 185. Felthouse v. Bindley, 11 C. B., N. S., 869; 31 L. J. C. P., 204. Kingstonupon-Hult v. Pitch, 10 Exh., 610; 24 relations between him and Warwick W. L. J., Exh. 23. Honeyman v. Marryat, 26, L. J. Ch. 619. Heyworth v. 2. Of conversations between Francis Knight, 17 C. B. N. S., 298; 33 L. J., C. P. 298. Addison on Contracts, 3. Improper admission of letter from § 243. Rogers v. Hadley, 2 H and C.

> Addison on Contracts. § 247. Cheveley v. Fuller, 13 C. B. 122. Addison on Contracts, § 115 and

cases cited. Consd. Stats., cap. 46, sec. 16, p. 377, and cap. 98 sec, 4, p. 750. Dated Oct. 7th 1880.

I. ALLEN JACK,

Defendant Attorney.

PORT OF NEWCASTEL.

Oct 9-bk Concordia, 530, Bull, Liverpool, bal George Burchill. CLEARED. Oct 7th, bk Printz Regent, Herevig,

Marseilles, deals R A & J Stewart. bk Idmasach, Ulleberg, London, deals do. bk Atlantic, Nielson, Karne, deals D & Ritchie & Co.

bk Vigo, Piermoun, Grant on, deals R A J Stewart. bk Oscar II., Nicholsen, Lendon, deals 9th bk Montrose, Prytz, Parcloud, deals

bk Pontecorvd, Pedersen, Plymouth, deals bk Christean, Christensen, London, deals bk Ocean, Olsen, London, doals do. bk Queen Victoria, Crocks, Dublin, deals

PORT OF CHATHAM.

Oct 11th, bk Maori, 656, McGonagle, Londonderry, bal Guy, Bevan & Co. 12th, bk Ceylon, 561, Morman, Rochefort, oal W Muirhead,

bk Elieser, 448, Evensed Sharpness, bal J B Snowball. 12th New Barque Sulitelma, 964, Graham Pictou, to load with Gny, Bevan & Co.

Oct 9th bk Mette Margrethe, Christophersen, Havre, deals J B Snowball. bk King Oscar, Jensen, Gloucester, deals W Muirhead.

bk Harold Haarfager, Nelson, Mersey, deals J B Snowball. bk Alexandria, Haagensen, London, deals Guy, Bevan & Co. bk Ellen Grant, Johansen, Liverpool deals George McLeod.

12th bk Oscar, Hansen, Garston, deals bk Sarpsborg, Klouman, Liverpool, deals 13th bk Exandie, Bic, London, deals J B

The barque Thule sailed on the 12th Inst , in charge of Pilot Augus McLean for Pictou to be repaired.

## New Advertisements

GRAND

EUTOPIAN COMBINATION TROUPE!

## Leading Stars! 2

NEWCASTLE !

The above Troupe will give one of their rst entertainments in the

Masonic Hall, N ewcastle,

WEDNESDAY EV'G, 20th INST

Doors open at 7.30 o'clock. Performance commence at 8 o'clock sharp. Admission-Reserved seats 40 cents, back eats 25 cents, children 15 cents.

For further particulars see posters.

W H WASHINGTON. T J WALLOUGHBY. Newcastle, October 11, 1880-3i

## Travellers, Rest!

Manager.

Secretary.

HOTEL.

The subscriber keeps a

natural surroundings.

For sale low.

affording the best of accommodation for persons travelling between

HORSES TO HIRE. should parties wish to visit the beautiful

The Proprietor also keeps a large

## STORE.

General Goods. Boots & Shoes. Choice Groceries

& Liquors,

James McMurray, BLACK BROOK

Northumberland County Chatham, August 30, 1880 .- tf



SUMMER ARRAMITMENT. 1330

On and after Monday, the 14th June, the Trains will run daily. Sundays excepted, as follows: WILL LEAVE ST. JOHN

RAILWAY ST. JOHN

EXPRESS for Haliiax. connecting at Moneton with accommodation for North ..... 7.55 a.m. 8.00 a.m. ACCORMODATION for Point du Chene ..... 11-45 a.m. 11.50 am.

Express for Sussex .. 5.10 p.m. 5.15 p.m. EXPRESS for Halifax

and Quebec ...... 10.25 p.m. 10.30 p.m. A Pullman Car runs daily on the latte Train to Halifax, and on Tuesday, Thursday and Saturday, a Pulman Car for Montreal is attached. On Monday, Wednesday

and Friday a Pullman Car for Montreal is attached at Moncton. A Special Freight will continue to leave for Sussex for

accommodation of 6.60 p.m. 6.35 p.m. passengers.....

WILL ARRIVE AT ST. JOHN: EXPRESS from Quebec ACCOMMODATION from

and Halifax ..... 6.00 a.m. 6.05 a.m. Express from Sussex.. 9.05 a.m. 9.10 a.m. Point du Chene ...... 1.55 p.m. 2.60 p.m.

Express from Halilfax and points South of Campbellton, ...... 7.35 p.m. 7.40 p.m. D. POTTINGER.

Chief Superinten lent.

Moncton, N. B., 9th June.

Railway Office,

# -AT THE CHEAP-

20 CASES AND BALES

CONSISTING OF

## WINCEYS.

SCARLET, PINK, BLUE GREY NAVY BLUE AND WHITE

FLANNELS. ULSTER, SACK AND MANTLE CLOTH.

SILKS, VELVETS AND VEL-VETEENS.

In all the New Shades.

SHAWLS IN GREAT VARIETY.

Ladies' & Misses' Wool Hose.

In Plain, Check and Stripe,

100 Yards Grey Cotton from 7c up.

15 CASES BOOTS & SHOES. 2 CASES NEW CANADIAN TWEEDS,

CASES MEN AND BOYS' REEFING JACKETS.

## THEIR FIRST APPEARANCE IN WINES & LIQUORS,

Some of which are very Choice.

HALF AND QUARTER BOXES CHOICE CONGOU TEA

Retailing for 36 cents per pound.

SUGAR, SOAP, Etc., etc.

MOLASSES,

## WHOLESALE AND RETAIL. JOSEPH HAYS,

Direct Importer. Newcastle and Nelson, Miramichi, Aug 30, 1880.—1in

LEMONT'S

## VARIETY STORE! FREDERICTON, N. B.

We thank our patrons for past favors, and solicit a continuance of their trade All the people within fifty miles must know where LEMONT'S ORIGINAL VARIETY STORE is, and that in it they

Chespest Stock of HOUSE FURNISHING GOODS in the City. LEMONT'S VARIETY STORE is a house-We don't have to pay any \$650 Store Rent, as we own our Establishment. Our expenses are small. We buy our Goods for Cash, consequently can sell them CHEAPER than any other storekeeper.

We employ workmen in our CABINET

can find the largest, best selected, and

## WORKSHOP making Furniture to Order,

We have more Goods than Money, and for Money will give the best value to all who are in want of the Goods we keep.

LEMONT & SONS.

Fredericton, Sept. 18, 1880.