

THE WOODSTOCK DISPATCH.

ISSUED WEDNESDAY

From the office, 29 King Street, Woodstock, N. E.

Subscription price \$1.00 per year.

Advertising rates made known on application.

P. O. Box E. Telephone.

T. C. L. KETCHUM & CHARLES APPELBY,
Editors and Proprietors.

WOODSTOCK, N. B., OCTOBER 24, 1894.

MR. FOSTER'S MISSION.

Mr. Foster, the finance minister, is in England. His mission has something to do with finance, and as it is tolerably sure that he has not taken Canadian money over to England to lend to the British public, one may, not unnaturally, suppose that he is going to ask the British public for the loan of a "five" or two.

It is said in circles particularly favorable to the government, that Mr. Foster is seeking to make certain changes with respect to Canadian loans, which will have the effect of reducing the interest we have to pay. It is to be hoped such is the case, but it is not altogether improbable that there may be certain sceptics who are not quite satisfied with this explanation, and who will be agreeably disappointed if parliament, at its next session is not asked to ratify a new loan.

It is somewhat unpleasant that just as Mr. Foster appears upon the stage in England to sing his song of Canada's prosperity, a very trenchant letter should appear in the Investors' Review, of London, written by Mr. A. J. Wilson, which warns the British public against investing too hastily on Canadian securities. A cable to a leading journal in this country, says that Mr. Foster will take no notice of this article. He will be fortunate if the public from whom he wishes to secure money, will adopt the same easy method of closing their eyes.

The London Chronicle while it does not agree with Mr. Wilson's views in full, evidently thinks there is a fair modicum of truth in his remarks. That journal says:

Mr. Wilson puts his finger with unerring accuracy on the weak points in the Canadian system, on the causes which are hampering Canada's prosperity and rendering the future of the Dominion very dark and doubtful. In the first place the indebtedness of Canada is enormous and almost unprecedented. If we include together the Dominion and Provincial debts, the various municipal debts, and the railway indebtedness, Mr. Wilson estimates that Canada at the present moment probably owes her creditors, who are mainly English, some £85,000,000 sterling. When we recollect that the population is only about 5,000,000, or the same as that of London, we realize what a serious state of things this is. To speak of a country which owes £17 per head for every man, woman and child as a land flowing with milk and honey is absurd. Nay, it is not only absurd, it is very unjust to the British investor who is requested at rapid intervals to contribute more.

The Chronicle continues: Let Canada give up the system of perpetual State subsidies to chartered monopolies and this everlasting attempt to attempt to benefit special industries through inflicting injuries elsewhere. Her resources are very great, and they can best be developed by an honest, straightforward policy. Whether we take the test of population, of freedom from burdens, of actual increase of wealth and just distribution, Canada falls very far short of what her outcome should be. He is no real friend of that great country who does not tell her people some good home truths, and though we may not perhaps agree with all Mr. Wilson's deductions, we do think he has rendered a very genuine service both to England and her oldest and greatest colony by setting forth certain facts of vital importance in his brusque but telling way.

The province of Quebec has recently negotiated a loan which is regarded as most unsatisfactory by financial authorities in Montreal. Probably the truth is that it was the best loan which could be made.

It is only a question of time, and short time at that, when the British investor will tell Mr. Foster, or Mr. Anybody else who goes over after money, "Cut down your running expenses, and economize, or you'll not get another penny from me."

TO ARMS, YE BRAVE!

It is some consolation to be poor after all. Mr. Burglar gives you the cold shoulder with just as much disdain as your rich relation. He has no use for the poor. It is not for them that he carries his revolver. They can lie down in peace and take their rest. But he likes the rich man, is well acquainted with his means, knows where he keeps his money bags, and keeps six or seven lead bullets, in six or seven chambers of an up-to-date revolver to use upon Dives, if Dives objects to having his safe robbed. Poor Dives! he has his troubles as well as the rest of us.

It is getting to be a great business, this safebreaking. The failures are not many in comparison with other lines of enterprise, and there is evidently enough pleasurable excitement in it to make it more fascinating than playing poker.

Within a year Woodstock has been twice visited by professional burglars. They came near being caught the last trip, but with them a miss is as good as a mile. What are we going to do about it? One would think our streets was trouble enough, without this new grievance

Burglars are in the woods thicker than partridge.

Let the county and town back up the police authorities well, arm them well, help them in every way possible, and then see if extra exertions will not rid the country of these murderous desperadoes, who are a constant menace, not only to property, but to life. Mr. Gibson's experience, which is given on another page, shows how long they would hesitate in shooting a man.

LEIGHTON-CROCKET TRIAL.

(CONTINUED FROM FIRST PAGE.)

his assignment. Mr. E. said he would have to have part of the note paid before he discharged the mortgage. I don't think the question of discharging the mortgage was talked over between me and my father. I. O. U.'s of my father were given to me as Mr. Estabrook's agent. My father did not know to my knowledge that I was collecting monies for Mr. Estabrook. I do not think I endorsed notes for my father until 1891. It was on about \$2700 as near as I can recollect. Mr. Estabrook had a joint note of mine and my father's in his possession ever since it was made. I wrote to Mr. Estabrook and he replied and three or four weeks afterwards he came and discharged the mortgage. That was on the 11th of July.

To Mr. Blair—I was not present when my father gave his evidence before the police magistrate, and I did not hear him swear that he knew I was Mr. Estabrook's agent. My father had no connection with the business I was doing for Mr. Estabrook. While I was agent I collected for the New Brunswick Aid Association, and was agent of the Mutual Reserve Fund of New York, and also did business for a collecting agency. Mr. Estabrook authorized me to collect interest on mortgages. I did not conceal from Mr. Estabrook the knowledge of any collection I had made on any account. The 26th July, 1890, was the first time Estabrook came to see me after the mortgage was paid. I charged myself with the collection of every dollar of that Vandine mortgage. In making up my accounts I told Mr. Estabrook I would give him my note and my father's for \$1250.00 at 7 per cent., and he took it and did not object to it. Mr. Estabrook did know that I loaned money to my father. He told me I could loan my father some money. I only expected those loans to be temporary, and if I had a chance to make them on real estate my father was to pay them to me. In July, 1890, Mr. Estabrook told me I had loaned my father too much money. No limit had been made to the amount I was to loan. When I made the loans to my father he was lumbering, farming and keeping store. Mr. Estabrook knew for years before the mortgage was discharged that I had received all monies for its discharge. I do not remember ever telling Mr. Vandine that the mortgage was discharged. I made no such statement to Mr. Vandine. I never saw Mr. Vandine across the street and called out to him in the way he spoke of in his evidence.

To Mr. McLeod—I was in the registry office writing, when I was appointed Mr. Estabrook's agent.

On Saturday morning there was a protracted argument between the Attorney General and Mr. McLeod, as to the admission of evidence by Jas. Keenan, who was called by the defence. Mr. McLeod held that the plea of the defence being justification they were warranted in putting in evidence to show that irregularities had occurred other than those in connection with the particular case on trial. The judge finally allowed the evidence to go in. Mr. Keenan got just about started with his evidence, when time for adjournment was reached, and the court was to resume on Monday at two o'clock p. m.

The circuit court resumed at 2.30 on Monday afternoon. A great deal of time was occupied in a discussion on technicalities as to procedure.

Mr. McLeod was allowed to amend the plea of justification.

The Attorney General claimed that it was utterly out of the question that the article in question should be justified because at some other time a man paid mortgage money to John S. Leighton, jr., and the mortgage was not discharged. It was no reason surely that the article attacking John S. Leighton, sr., should, therefore, be justified. His honor decided to allow the amendment and the evidence of Jas. Keenan to be continued.

Jas. Keenan was then examined by Mr. Blair. I never took the trouble to communicate with Mr. Leighton, sr., as to my affair standing unsettled at the office. I had nothing to do with Mr. Leighton, sr., in the matter at all. To Mr. McLeod: I had a talk with young Mr. Leighton on Saturday night. Mr. Leighton asked me if I would show him my book. I said I had not it. Leighton said he was mistaken as to the date when my mortgage was paid. From something I had heard I asked John Boyd to make inquiries as to the condition of affairs with respect to my mortgage at the registry office. I had heard there was trouble with Mr. Leighton about the office. To the judge: The man whom I asked to make inquiries did report to me.

John Boyd lived in Kent parish. I am a brother-in-law to Mr. Keenan. I did make inquiries at registry office. I think it was the first week in April. There were present the two Leightons. I asked John S. Leighton, jr., if the Keenan mortgage was discharged. He said, no! I asked him the cause. He said Estabrook had not come up. I said when will he come. He said as soon

as navigation opens. I asked him if Mr. Keenan had paid everything, and said that he had, and the mortgage would be discharged right away.

Rachford Phillips testified that he lent Keenan the money to pay off the Estabrook mortgage. This closed the case for the defence.

The Attorney General then addressed the jury. Publication having been proved the defence had put its evidence in the public interest. He contended that there had not been one letter of evidence adduced to show that the registrar of deeds had misbehaved himself in office. He proposed to put Mr. Leighton on the stand. The act of John S. Leighton, jr., would not in any degree reflect upon his father. It might possibly be that John S. Leighton, jr., did not account for all the monies that came into his hands. If it were so, John S. Leighton, sr., had no hand or part in the transaction, further than that he borrowed some money. He was in no way open to the libellous article published in the newspaper. He called on the jury to remember that it was not the discharge which cleared the mortgage. When the money was paid and a receipt given the mortgage was then discharged although the actual cancellation had not been made.

John S. Leighton, sr., was then called. He said: I never inquired into any particulars as to my son's business as agent. Donald Munro, my first deputy, first mentioned to me that Johnnie was agent for Mr. Estabrook. For the first loan 8 per cent. was asked. I told Johnnie I would not pay that. I would pay 7 per cent., and Mr. Estabrook agreed to that. On I. O. U.'s I obtained altogether from Mr. Estabrook something over \$800.00. In July, 1890, Mr. Estabrook came to the office and my son told me he wanted to settle. I said all right, I would give my note as requested. My son said he owed some \$430.00 and asked me if I would go on a note for \$1250.00 with him. I agreed and we signed the note. There was no question about Estabrook taking my note. I did not know anything of the Vandine mortgage until the 16th of July of this year, and I knew nothing of the Jas. Keenan mortgage. I did not conceal the fact that any mortgage had been paid, or prevent the registration of a mortgage in any way. Nobody complained of Johnnie's conduct to me. I never gave Boyd the assurance that the Keenan mortgage and interest had been paid. I did not talk with him at all of the mortgage.

This finished the examination in chief of Mr. Leighton and the court then adjourned.

The libel case was resumed at 9.30 yesterday morning. J. S. Leighton sr. was on the stand, under cross examination by Mr. McLeod. He said:—It is my idea that my son first intended to lend me some money of Mr. Estabrook. I can't remember whether or not I authorized my son when I was away, to pay bills out of Estabrook's money. Think probably I might have. I cannot remember whether I knew my son was collecting money on mortgage for Estabrook. I saw men once or twice paying him money. I do not know who they were. I did not know Vandine by sight till 14th of last June. I think Estabrook was at the office every time he came to Woodstock, but I did not always see him. I have seen him there. I never spoke to him about the I. O. U.'s I had given for money borrowed from him. In 1890 I saw him there. That was when the note for \$1250. was given. I had had no money from him for which I had not given I. O. U.'s. I did not make any inquiry of my son when he said he owed Estabrook \$430.00 odd. He asked me if I would go on the note and I said I would. I have no recollection of seeing Keenan in the office. I would not undertake to say I saw Mr. Boyd in the office in April of this year. I might have seen him there. I am positive that I had no conversation with him. I have been acquainted with Mr. Estabrook since about a year from the time my son became his agent. When Estabrook was up in 1890 I did not say anything to him about discharging the Vandine mortgage. On the evening of the 16th July I knew that the Vandine mortgage had been discharged on the 11th of July. To Mr. Blair: When I first borrowed money from Mr. Estabrook, my recollection is that my son told me Estabrook could lend me some money. He named 8 per cent., and I said no, I would give him 7 per cent. Since this trial was the first I heard of the Keenan mortgage.

Leverett Estabrook said: I live in Lower Prince William. I met young Leighton when he was at Baptist seminary in St. John. Mr. D. C. Courser, who formerly did my business here, was my agent, and when he went away I made inquiries about John S. Leighton, jr., and thought he would do. His connection with the registry office, or his father being registrar had nothing to do with my getting him for my agent. My recollection is that I appointed him my agent in August 1886. I generally came up once a year. I have handed money to John S. Leighton, jr., which I had received from others, to invest for me. In doing so I had no communication with his father. I think I came here on 26 July, 1890. I received that day a detailed statement of business done by him from John S. Leighton, jr., I discharged the Keenan mortgage in March 14, 1889. The date 1890 is an error. John S. Leighton, jr., did ask permission to loan money to his father, and I gave it to him. No amount was specified. I had no connection with Mr. Leighton, sr., in the settlement of accounts. The transactions I had with John S. Leighton, jr., were satisfactory to me. In all these transactions I believe Mr. Leighton's, jr., motives were correct. Besides the security of his note which was given me for money I lent him, I had the transfer of a life insurance policy on his life, voluntarily offered. In June, 1894, I received a letter from Vandine about the discharge of the mortgage. I replied to it. And as soon as it was possible for me to do so, I came to Woodstock and discharged the mortgage. To Mr. McLeod: for some length of time I did not know what sums John S. Leighton, jr., was lending his father. He first reported to me that Vandine mortgage had been paid on July 26, 1890. I did not think of discharging the mortgage that day. I have no recollection of telling John S. Leighton, jr., that I would not discharge the mortgage until his father had paid some money on the note. I had no reason at all

RECEIVED

This Week:

Preston's Pellets,
Silver Soap,
Packer Tar Soap,
Cayenne Lozenges,
Colgate's Sachet Powd'r
French Perfumery,
Seeley's do.
Baby's Own Soap,
Infant's Delight Soap,
Rose Soap,
Heliotrope Soap,
English Candy.

—ALSO—

4 Cases, 2 Cases

Finest English Drugs and Chemicals

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Choice HAVANA CIGARS.

H. PAXTON BAIRD.

To Farmers' Wives:

Your husband uses a mowing machine—horse rake and hay fork—and you are glad from time to time that the old fashioned Haying, with its TOIL and sweat and worry is in the past. So HE will be glad for you, that the old tiresome, exhausting spinning wheel can be put away—while the Woolen Mill will—card, oil, spin, and double and twist your wool into yarn for 18 cents a pound.—You pay us 18c.—and we do the rest.—You can have it coarse or fine, hard, or slack twist, two or three ply—white or sheeps grey, all for the same price.—Life is too short—doctors' bills too long—to work hard all day and board yourself for 15 cents.—So please your husband, and save your health, by getting your yarn made at the FACTORY.

Should you want single yarn it will cost you 15c.—and if you must have rolls—we make them for 6c.—We also take wool at cash price, and pay in cloth—Flannel Blankets—yarn horse blankets also at cash price.

Call and see us, and we will gladly furnish you with further instruction.

Woodstock Woolen Mills Co. (Limited.)

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Wholesale and Retail Jewelry Store,

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Jewelry and Silverware.

SPECIAL BARGAINS

given in—

Plain Gold Wedding Rings, during the month of September.

Chain Lock Bracelets in Gold, suitable for Engagement Presents.

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Stick Pins and Studs, all varieties and sizes.

L. N. FLETCHER, Proprietor.

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Thomas, Goderich, & Chute & Co. ORGANS.

EVANS BROS., The very best of Canadian PIANOS, are unsurpassed in Tone, Touch and Durability.

White Sewing Machines,

A large stock to select from.

Prices Low. Good bargains for Cash or Installments.

M. Brewer's Music Store,

40 Main Street.

ORGANS

for not discharging the mortgage. Was the reason it was not discharged because it was never brought to your notice? Well, one reason was I had not been paid all the money.

Well, was not that the reason then that you did not discharge it? Well, probably, I had better put it that way. The Keenan mortgage was not discharged when it was paid because I had not received the money. The money not paid was money promised me by John S. Leighton, jr., to be paid in June. The case as far as the examination of witnesses went was closed a little before one o'clock.

LADIES'

JACKETS!

—FOR—

FALL AND WINTER,

Just Opened at

B. B. Manzer's.

3 Cases Ladies' Cloth Jackets just opened and now ready for inspection.

Latest Novelties,

Finest Finish,

and Lowest Prices.

8 Cases

FUR GOODS!

Just Received.

Ladies' Astrachan Jackets and Gents' Fur Coats in abundance. All sizes and prices.

Special Prices and Extra Qualities at

B. B. MANZER'S

Fall

and

Winter

GOODS!

New and Complete Stock Now on Hand.

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Of all descriptions.

Everything Suitable in HEAVY WEAR and WOOLEN GOODS.

Glasgow House

HUGH HAY.

NOTICE OF SALE.

To William H. Lewis of the parish of Wicklow county of Carleton, and province of New Brunswick, and Louisa his wife, and all others whom it may in any wise concern.

There will be sold at public auction in front of the office of Hartley & Carvell, attorneys at law, in the town of Woodstock in the county of Carleton on MONDAY, THE FOURTEENTH DAY OF JANUARY NEXT, at the hour of eleven of the clock in the forenoon all and singular the following described premises, to-wit:—All that certain piece or parcel of land situate and lying in the parish of Wicklow, county of Carleton, and province aforesaid, and bounded as follows, commencing at a marked cedar tree at the north east angle of lot number three in the first tier of Andrew Blair's survey of Big Presqueisle settlement, running thence north fourteen chains of four poles each, thence south seventy-nine chains to a reserved road, thence south fourteen chains, and thence east seventy-nine chains to the place of beginning, containing one hundred acres more or less; Also all those pieces or parcels of land situate in the parish, county and province aforesaid, and conveyed by deed to the said William H. Lewis by Henry Lewis, bearing date the eighteenth day of December, one thousand eight hundred and ninety-one, and lying on the south side of the first mentioned premises; Together with the buildings and improvements thereon, and the privileges and appurtenances thereto appertaining.

The above sale will take place under and by virtue of a power of sale contained in a certain Indenture of Mortgage, bearing date the eighteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, made between the said William H. Lewis and Louisa his wife of the one part, and the undersigned Henry Good of the other part, and recorded in Book "O" number three of said Carleton County Records, on pages 506, 507 and 508, the nineteenth day of December, A. D. 1891, default having been made in the payment of the moneys thereby secured.

Dated this second day of October A. D. 1894.
HENRY GOON,
Mortgagee.

HARTLEY & CARVELL,
SOLICITORS FOR MORTGAGEE.