

THE DISPATCH.

VOL. 4. NO. 28.

WOODSTOCK, N. B., DEC. 8, 1897.

PRICE TWO CENTS

Klondike for Gold. Our Store for UNDERCLOTHING.

Don't fail to see our SPECIALTY, the Storm King Under-Shirt (weight 24 ounces). The Blizzard, (Double back and front) made from Pure Wool, only \$2.25 per suit. We also have the cheaper grades from 80c. per suit up—warm and good.

RIGBY-PROOFED BLOUSE JACKETS, warranted to keep you dry in the heaviest storm.

THE BEST DOLLAR DRESS SHIRT IN CANADA.

A good CABINET ORGAN, second-hand, in good repair, to dispose of at a Sacrifice.

R. B. JONES, Manchester House, MAIN STREET.

HERE IS A RARE CHANCE

To buy an Extra Good Fall and Winter Suit at a very low price.

We have about 500 Men's, Youths', Boys' and Children's Suits that you can buy at your own price, as we have got to sell them before January 1st, to make room for our "Fit-Reform" clothing, for which we have the sole agency for Carleton County.

These Suits are made in Cutaways and Single and Double Breasted, and are cheap at the prices they are marked, but to clear them and get the money, you can take them at what they cost us.

We also have a large assortment of Ulsters and Overcoats in all the different shades and makes at prices lower than you can buy elsewhere.

Men's Suits from \$5 to 15. Men's Ulsters from \$3.50 to 11. Men's Overcoats from \$5 to 15.

And your money back if you want it.

Oak Hall, One Price, Woodstock.

Four Fine Flours. Five Roses.

Best Bread Flour Made.

Cream of Wheat,

Good for All Purposes.

Thames and Rosedale,

Choice Pastry Flours.

For Sale by All Grocers.

THE A. I. TEED CO. (L'td.)

KLONDYKE

NOT IN IT

with this. Just think of it, a dandy Watch for \$2.25, Stem Wind and Stem Set—no toy, but a Good Time-Keeper.

A full line of **Jewelry** and **Silverware** at equally low prices.

Watch this space for a startling offer for Christmas.

H. V. DALLING,

Blue Front Jewelry Store.

Agent N. B. Telephone Co., C. P. R. Telegraph Co.

Official inspector of time pieces on the C. P. R.

Marriage Licenses and Wedding Rings.

A PROTRACTED TRIAL.

Close of The Woolen Mill and Moore Law Suit.

It Occupies About Seven Days and Nearly Fifty Witnesses Examined.—Verdict Favoring The Plaintiffs.—Questions Put to The Jury.—

The much talked of case of the Woolen Mills Co. vs. Moore was concluded on Friday last after a long trial. The case was commenced at the October session of the court, and after it had occupied four days the court was obliged to adjourn. It returned on the 30th and the case was on, the afternoon of that date. For the plaintiffs there were 25 witnesses, and for the defence 17, and as four of these were recalled, it was equal to the examination of 46 witnesses. The examination of the plaintiffs witnesses and part of the witnesses for the defendant was given, in skeleton, in a previous issue. After the adjournment the defence put in a number of witnesses to prove that the road was not regarded as public. They also swore that the road was frequently piled up with logs so that it could not be used. Among those who gave testimony for the defence were Moses Moore, C. H. English, Robert Montgomery, Jeremiah Craig Geo. Vanwart.

Chas. Manuel said the road always ran down along the bank. At one time the road used to travel nearer the bank because there was sawed lumber piled up against the building. The bank is now a little further out than it was. Six years ago I hauled logs there. We piled them from the railroad clear to the building. Along toward spring we could hardly get through. I saw the logs piled last spring but never as high as those, although the road was as much blocked up on previous occasions as it was last spring.

W. T. Drysdale related a transaction between him and the owners of the property to the north of the road, the Commercial Bank people, when he negotiated for the purchase of the same. They pointed out to him the limits of the property, a line running from the corner of the brick building towards a house and barns near the river.

The defendant F. Moore, was on the stand. He did not deny stopping Mr. Parsons in going down the road, but claimed that he was exercising his right in so doing.

John S. Leighton gave evidence regarding a conversation between him and the late Geo. H. Connell regarding the location of a road between the two properties.

During the course of the trial a number of witnesses were recalled.

The evidence was concluded on Thursday night and on Friday morning, the counsel began their addresses to the jury.

Mr. Gregory, addressing the jury, congratulated them on their strict attendance during the evidence. The plaintiffs, in the case said that very much depended on the result to them. It is also important to the defendant in respect to the enjoyment of his privilege. The plaintiffs says it is necessary that they should have a road along the southern boundary of their property; the defendant says it is essential to him, with a much greater business, and employing ten times the number of hands that the plaintiffs do, that the claim the plaintiffs set up be proved an infringement on his rights, and by that claim he is seriously inconvenienced in the prosecution of his business.

The plaintiffs have endeavored to show that somewhere or other there was a street running from King street to the St. John through land held by defendant. They have put in deeds but have shown no title in the persons giving the deed. They have a document whereby a title is supposed to be given by one Foster Hay, but we know nothing of this Foster Hay, and wherein Water street is mentioned. There is no doubt in my mind that they have put that in to impress the jury with the idea that somewhere or other there was a street well-known as Water street. Taking up the questions, which the Judge had already submitted as being those that he would ask the jury, Mr. Gregory asked them to decide that the line was that indicated by Mr. Stone, instead of that of Mr. Dibblee. He claimed that Stone went to certain boundaries for his start, while Dibblee went to an old post, of which there was nothing known. He asked the jury to say that old bounds were not to be overlooked when they could be ascertained. If neither of these lines were right he asked the jury to take Wm. Drysdale's statement as to the line. To be seen they had Mr. Leighton's contradict to Mr. Drysdale's statement, but Leighton would not think anything Drysdale said was true. If Drysdale was reading the ten

commandments, Leighton would say he was not. There is some difference between them, that prevents one thinking the other can be right in anything. He thought they would believe Fred Moore who acknowledged that he put his horses on the road to obstruct it. He said that Leighton had forbidden him from driving down that road, and if he did attempt to go down he would bar the way so he could not do so. Mr. Drysdale says that the bank men pointed out the line to him. The jury should find no difficulty in saying that the defendants put no obstruction on the defendants' land, and that therefore plaintiffs were entitled to no damages. Regarding the obstruction of the road, if it were a public road he did not think that the defendants could be found liable. Moore was on the road before Parsons, and there was not room enough for them to pass. Whoever was in the highway first had the right of way. To his mind it was an absolute certainty that if there was a public road at all it was along the bank of the creek.

Dr. Stockton in his address claimed that Dibblee's plan should be preferred before Stone's, because the cedar post was plainly shown to be a mark, and the evidence of the plaintiffs' witnesses was confirmed by Mr. English a witness for the defence. Turning to Wm. Drysdale's testimony he contended that his corrected line was not to be considered. Regarding the cedar post, Jas. Drysdale found this post, and Mr. English when he saw it says it was placed there by his father. Mr. Leighton's evidence has been treated with small favor by Mr. Gregory because there was a difference between him and Wm. Drysdale. According to that logic Mr. Drysdale's evidence might be thrown out because he was a particular friend of Mr. Moore. He pointed out the special damage which the plaintiffs suffered in not being able to get into their building by reason of the way being obstructed.

His Honour in charging the jury said that the first count in the declaration was that the defendants broke into the defendants premises, and placed an obstruction upon it. The question whether they did that or not would depend on where the English line was. It would be necessary to determine where the line is. The plaintiffs allege that their engine house door was broken. It would be for them to establish whether trespass was committed or not. With regard to the road even if the lessees had agreed to have a public way as between themselves, from the moment the leases expired and the lessor came into possession he had the right to assert his original rights and might change the way, but the law is that if during a long tenancy a road had been closed and no objection was made it might be evidence upon which the jury might find that the lessor had assented to it. With regard to the evidence of Mr. Drysdale regarding the purchase of the property on the northern side of the English line from the Commercial Bank, it appeared to him that it was not very material. He would not have his mind drawn further down than where his his own property was. Mr. Leighton said that Geo. W. Connell was sometime owner in fee and an heir of the fee and agent for a number of the heirs, and that he (Connell) told him (Leighton) that there was a right of way running along the English line. His opinion was that if Mr. Connell as one of the original owners, and an agent of the others, told Mr. Leighton this, he would be estopped from saying the road was not there. If when the Connell estate took over the property, knowing there was a right of way adjoining the property of those who had ingress and egress thereby, would it be reasonable to think that they intended that the road should be somewhere else?

His Honour submitted these questions to the jury.

(1) Is the true dividing line between the property owned by the plaintiffs and the land under lease to defendants (referred to as the English line), where indicated in the plan prepared by Mr. Dibblee, or where indicated in the plan prepared by Mr. Stone, and if, neither, where is the true division line located.

Ans.—Plan by Mr. Stone.

(2) Did defendant enter upon and place obstruction on plaintiff's land, as alleged?

Ans.—No.

(3) If yes, what damage do you find for such entry and obstruction?

No answer.

(4) Was there a public street or way leading from King street in a south easterly direction towards and to the St. John river, along, beside and past the lands and buildings of plaintiffs (that is along and beside the English line) as alleged in the declaration?

Ans.—No.

(5) If, yes, was such public street or way

(Continued on Fourth Page.)

HAVE A CREDIT BALANCE.

Excellent Financial Showing Made by Town Council.

Comparative Condition of Finances This Year and Previous Years.—Business Promptly Attended To.—Water at Reasonable Rates to those Using Quantities

When the town council does what THE DISPATCH thinks wrong or unwise, THE DISPATCH speaks its mind, and when the council makes a good showing this paper is the first to give it due credit. And the council of 1897 has scored.

THE DISPATCH has always commended this council for its promptitude in transacting its business. Whatever may have been the faults, a waste of time in useless discussions cannot be laid to its charge. The meetings, as a whole, have been short and business like. There has been little talking for mere talking's sake.

The town treasurer's report on Monday evening must be gratifying to every rate payer.

On the first of December the taxes collected for 1897 were \$14,014.89.97. On taxes due 1896 \$2,061.49; '95, \$592.77; '94, \$134.31; '93, \$122.42; '92, \$83.99; '91, \$35.52; total \$17,193.49.

The debit balance on the 1st Dec. 1897 was \$267.12; on 1st Dec. 1896 it was \$3866.63; on 1st Dec. 1895 was \$2074.89.

Since the first of this month sufficient collections have been made to report a credit balance in the town's favor of \$11.84.

This is certainly a good financial showing. Considerable discussion has been held over the commercial travellers tax, and there has been a difference of opinion as to the revenue the town receives from that source.

On the first of December there had been received for licenses \$879.25, \$132.00 has been paid in since the first, making a total to date of \$1011.00. This includes the licenses to milk and vegetable vendors.

A change was made in the by-law regulating the licenses for shopkeepers, storekeepers who are not tax payers. Under the by law as amended they will be charged \$5.00 per day, \$30.00 per week, \$50.00 per month and \$70.00 per year. It was formerly five, twenty, thirty and sixty dollars.

Coun. Henderson raised the question, at request of the Press Publishing Co. of granting water at reduced rates to those businesses putting in motors, and using upwards of 200,000 gallons per year. He moved that they be allowed the water at 15 cents per 1000 gallons. Coun. Ketchum seconded the motion.

Coun. Graham moved, in amendment, that a rate of 12 cents a thousand gallons be given, for all manufacturing purposes where 200,000 gallons is used annually and when less than that amount is used the price be 15 cents. Coun. Lindsay seconded the amendment which was lost, the mover and seconder alone supporting it.

The main motion was then carried.

A request of Rev. C. T. Phillips, for the use of the town hall one evening in the week for the Boys Brigade was referred to the hall committee to report at Friday's meeting.

The Dispatch Supplement.

THE DISPATCH gives its readers today, a supplement containing eight pages, and several views of Woodstock, and cuts of some of the prominent men in the county. It will be seen by our subscribers that this work has been undertaken at considerable cost and trouble and we trust that they will duly appreciate our efforts. Each subscriber of THE DISPATCH is given one copy of the supplement with his regular issue. We have several hundred over, which will be sold at the price of five cents each.

Anyone subscribing to THE DISPATCH and paying \$1.00 in advance, will receive the paper from now till the end of 1898, and we will give him a copy of the "supplement" free.

As will be noticed by reference to the supplement, there are over fifty cuts, and as they are local scenes or cuts of persons residing in the county, the supplement will form a neat memento to send to persons at a distance, who are interested in Carleton County. Our special offer to subscribers extends until the first of January next.

Going Away.

W. B. Jewett, the well-known jeweller, and one of the town's best citizens, is closing out his business and intends to remove from Woodstock. His departure will be generally deplored.

Subscribe for THE DISPATCH.