

CIRCUIT COURT.

The Case of Minnie B. Sharp vs. School Trustees of Upper Woodstock.

A good deal of interest was taken in the civil case opened before Mr. Justice Hanington, on the 18th inst., in which Miss Minnie Sharp, daughter of Frank Sharp, and a well known musical teacher of Victoria, B. C., is plaintiff, and the school trustees of Upper Woodstock are defendants. Miss Sharp was incarcerated for the non-payment of school taxes, in the summer or fall of 1897. She now sues the trustees for \$2500 on the grounds of false imprisonment.

Mr. C. N. Skinner, Q. C., and Mr. W. P. Jones represent the plaintiff, and Mr. L. E. Currey, Q. C., and Mr. F. B. Carvell the defence. The jury were Webster Ross, Geo. Cronkhite, Fred Estey, Jas. Toms, Isaac Cronkhite, Julian E. Long, George McLeod.

The plaintiff said she had sustained a financial loss by her arrest in an indirect way by not being able to keep an appointment made with a young lady in New York. Continuing she said:—After I left for Victoria, I was ill in Boston, the result of the imprisonment. I was very miserable after I returned to Victoria, for three or four months, with nervous prostration. I think it was the result of the imprisonment.

To Mr. Currey, witness said:—I made my home in Upper Woodstock from the time of my arrival in 1893, though I was away, studying, at different times. I purchased the place from my brother. It was up for sale. This was before 1890. I paid taxes some years. I think I paid some county taxes. I don't know of having acquired in a statement to the effect of not having paid school taxes. In the summer of 1897, I think I told the secretary of the school trustees that if they would wait till my financial circumstances were better I would pay. They would not wait. I do not remember having offered to pay \$27 as a compromise. The year before one of them offered to take \$20. Another trustee said he would not agree to that. One of the trustees went to Mr. R. K. Jones, so Mr. Jones said, and said that if he could get some money out of me, he (the trustee) would give him half for collecting. The first time the property was assessed \$3000, and in 1897 it was reduced to \$500. There are two mortgages, but I do not recollect that they are for \$4000 and \$1000. I assist my sister in managing the property, when I am home in the summer. I have not the deeds of the place, although deeds were made out in my name and given to me. I told my sister, that under my financial circumstances, being embarrassed, I could not hold the deeds, and the deeds were destroyed. I come home in the summer and help all I can to try to keep this property as a home for my parents and my sister. I was arrested on a judgment in the summer of 1897. It was a short time before my arrest in this case. I was only in custody a few hours, when I was bailed, and afterwards surrendered myself. The latter imprisonment certainly had a bad effect on my health. I was well treated when in custody. I was not locked up in a cell, and was treated with consideration. I consider that any time I spent in that gaol was detrimental to my health. The air was very bad. On the previous occasion I was not given so much latitude. There was a certain sum of money placed in gaol for the purpose of preventing me being put in a cell. This money was not put up for the purpose of allowing me to leave gaol. The constable told me I would have to pay \$60 to avoid going to gaol. Witness then related some conversation that she had with the secretary of the school trustees. He was exceedingly impudent, and finally I told him the trustees could "go to the d—l."

Mr. Skinner—And then they immediately went to Mr. Currey. (Suppressed emotion in court.)

I had a conversation with Mr. Carvell, as to how I should conduct my business. He suggested that I should go out in the evening to my place, that no one would see me. I was very in gaol two or three times. On my second imprisonment, I do not recollect being told that I could leave at any time I liked. The only property I have in Victoria is my music business. There are four teachers in this institution. It covers all branches of music. I do not own my piano and furniture altogether, as there is a goods and chattel mortgage on them. I teach, myself, voice and piano in my school. About 60 pupils attend the school, more or less. I was to have given \$1500 or \$1800 for the furniture and good will, but a piano was sold and the price was reduced to about \$1200. I paid \$700 in cash and gave the balance in notes. I did not state that my business relations, here, would prevent my going away before well on in October, anyway.

To Mr. Skinner—The trustees taxed the plum orchard the same after the trees were destroyed one winter, as before. In 1897 the taxes were reduced by the valuers, voluntarily. The plum orchard is practically of no value, now. I do not consider that the gaol was a fit place to live in at all. The smell is very offensive. I have noticed vermin crawling on the walls. I gave a few lessons while in gaol to accommodate a pupil from a distance.

Sam'l Jones gave evidence as to the plaintiff being in his custody, and as to the treatment accorded her.

Constable A. D. McFarlane said he read the execution to the plaintiff and demanded goods and chattels. He would not swear that he did not tell Miss Sharp that it would take \$60 to settle everything. He had other executions against plaintiff in his pocket when he issued the one in question. He did not serve the other executions on the plaintiff, or inform her that he had them.

Geo. Anderson, J. P., was the next witness. He said that Mr. Good the secretary of the school board came to his office with Mr. Carvell, to get me to issue an execution against Miss Sharp for taxes. He (Mr. Anderson) was very reluctant to do it as he was friendly with the plaintiff, but in the discharge of his duty he felt he had to do it. It was his impression that Mr. Carvell represented the school trustees.

Francis P. Sharp saw the trustees when his daughter was in gaol, to present them with a petition of the ratepayers, asking them to discharge her on the payment of \$25.00. He first saw one of the trustees who, when asked if the trustees meant to keep her in gaol until some friends came forward and pay the tax, nodded assent.

Randolph Good, secretary of the school trustees, speaking of the petition presented on behalf of the plaintiff asking for her relief said that he met Mr. Sharp who asked him to sign it. Witness said he could not sign it, being secretary of the school board. No money was offered to me. Another time he came to me with the petition, and tendered me \$25. Witness said he could not accept it. He did not think one half of the ratepayers signed the petition. They were the smaller ratepayers. He did not know where the petition was.

To Mr. Skinner—After plaintiff was put in gaol, I saw the trustees with reference to accepting a certain amount for her liberation. The trustees said they would take \$65 in settlement of all her taxes. Mr. Carvell was employed by the trustees at the time the execution was got out. He was consulted as to the best way to proceed. The property in question was assessed in 1896, on a valuation of \$3000. In 1897 it was reduced to \$500. Plaintiff was served with a notice of taxation each year, and she never disputed the tax. She was assessed as a non-resident in 1897.

Francis P. Sharp recalled wished to amend, somewhat, his testimony of the previous day. He had said that he wrote the petition, but he did not compose it.

Miss Lizzie Sharp said that while the plaintiff was in gaol she saw all the trustees. Mr. Hipwell said that if I got the petition up the trustees would let her out for the amount named \$22.50. He said he would sign the petition himself. She spoke to him a second time when he said he must decline to sign the petition, as he would go with the other trustees, and take the responsibility with them. Mr. Watson, another trustee, declined, on another occasion in my presence, to accept \$25 along with the petition, saying he could not accept it. He said he supposed they had her in gaol to make her friends pay. Witness said Mr. Hipwell agreed to sign, and Mr. Watson said he was a fool. She saw Mr. Wright and told him that plaintiff was sick in bed for two days, and that he ought to let her out for the money tendered. He said he could not take less than \$60 or \$65 to let her out. Plaintiff's health was bad while she was in gaol, and she was hysterical. After she came out she did not seem able to sleep, and suffered from unusual headaches. She also had palpitation of the heart, so much so that I was afraid of serious consequences. Mr. Carvell told witness that if she offered the trustees \$40, they would take it.

To Mr. Currie—This \$60 or \$65 was to settle up all taxes to date. Witness understood plaintiff was put in gaol for \$60. She had not looked at the papers. She was told this. She thought Mr. Good told her \$60.

To Mr. Skinner—As far as I remember I asked him why the trustees had her up there, when they knew she could not pay. He said if the plaintiff had not made the trustees mad they would not have put her in gaol. It occurred by my brother's orchard. To Mr. Currie, witness said that she could not remember all the conversation leading up to this. Mr. Carvell told me that it was a piece of spite, putting plaintiff in gaol. We were talking to him, not knowing that he was working for the other side.

Mr. Currie opened the case for the defence. He claimed that before issuing the execution, the trustees used every means possible to collect the taxes, which amounted in all to \$105.00. Plaintiff was given an extra thirty days, as were other delinquent taxpayers, who were also notified that the taxes must be paid. He would show that there was no malice in the minds of the trustees. It would also be shown that the plaintiff was treated with the utmost consideration, and that the imprisonment was purely technical. Money was put up that plaintiff might have left gaol, and it looked as if by remaining there, she was curbing a case. The case of the defence was that they did nothing but their duty, and they did their duty with consideration and without malice.

Matthias Watson, one of the trustees of school district No. 6, said that at a meeting of the ratepayers a motion was passed authorizing the collection of all back taxes. He moved that a month be allowed before legal steps were taken. The whole bill against plaintiff was \$105. Mr. Good went to plaintiff, who refused to pay taxes. He was afterwards told to compromise for \$60 or \$65. Had a conversation with Miss Lizzie Sharp, who said her sister was in gaol, she had been taxed too much and could not pay it. Mr. Sharp offered her \$25 in settlement, which witness said he could not accept. He said that if they would bring plaintiff's books and show that the orchard was dead, he would use his influence to get a settlement. He had not talked with Miss Lizzie Sharp about \$60. He only did what he did do in the discharge of his duty. He was on friendly terms with plaintiff and had no animosity toward her.

To Mr. Skinner—He had been trustee two years, could not say where the annual meeting was held, nor when the meeting authorizing an execution against Miss Sharp, in October he thought. The trustees instructed the secretary that \$60 would be required for a settlement. Plaintiff was the only delinquent arrested. There were probably a dozen or more. Could not swear whether any other women were on the list or not. He did not

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know of any message being sent down to keep plaintiff in close confinement. He knew that the secretary was instructed to proceed against Miss Sharp.

To Mr. Currie—And against other delinquents, too.

W. R. Wright, another school trustee corroborated what had been said by previous witness. The trustees concluded to take in settlement \$65 for all taxes. He denied saying that some one had to be made an example of and it was decided to arrest the plaintiff. He had no malice against the plaintiff, only acting according to his duty.

To Mr. Skinner—Some time in September we authorized Mr. Carvell to proceed. He knew that several executions were issued against Miss Sharp beside the one in question. There were several other delinquents on the list, but no one else was arrested. The others were not all paid up. He would swear that Mrs. Sharp, did not, in conversation with him about getting her daughter out of prison, say something about giving \$35.

David Hipwell, another trustee, said that at a meeting it was concluded to proceed in the collection of delinquent taxes. We authorized the secretary to place in Mr. Carvell's hands, the collection of the largest delinquent tax, owed by plaintiff. Mr. R. K. Jones, at one time said that a settlement might be arranged by the accepting from plaintiff \$20. He had promised Miss Lizzie Sharp that he would sign the petition for the plaintiff's release, but on further consideration, declined, as he was a trustee. When plaintiff was singled out to be proceeded against, two or three others were also mentioned. They were residents.

Herbert Jones said he took a certain sum of money, after consultation, which it was understood that plaintiff should not be locked in a cell. The money was afterwards returned.

To Mr. Skinner—This money was given as a sort of security. As for the returning of the money he had no personal knowledge.

George Anderson, J. P.—I think I issued four executions against Miss Sharp, and issued them at the same time.

Frank B. Carvell—I was first called on in this matter by Mr. Good in August 1897. Mr. Good called and asked if she, being a woman, could be arrested for unpaid taxes. Afterwards I had a conversation with Miss Sharp two or three weeks before the execution was issued. Eight or ten days before this I had a letter from Mr. Hartley, my partner, asking me to see Miss Sharp regarding disclosure proceedings in a civil case. That was in a matter wholly foreign to this. After the examination I told her to come in and see me. I told her that had I known Mr. Hartley had advised her, I would have had nothing to do with this matter, as I was in consultation with the school trustees who were going to enter an execution against her. I said she must pay her taxes, and if she made a decent sort of an offer, I would try and arrange matters. Before she was arrested, about three days, she said she had things arranged to get away and asked me if I could hold this thing off. I said I would not, and I told Mr. Good I did not think she would do anything unless she was pressed. I drew up the affidavit before Mr. Anderson and he signed it. I did not see the execution till yesterday. I certainly made it plain to plaintiff that I was acting for the trustees. I had a telephone message from Miss Jones in which she said that plaintiff was in gaol, and that she had offered to put up \$1800, to be forfeited if she went away. I said the proceeding was not regular, but that I did not see any great harm in taking it. I went to see Miss Sharp, on her particular request, as a friend, and I told her, in reply to a question that she could go away, and the money in Miss Jones hand would be appreciated for the debt. I told her she must not leave the gaol unless for good. She offered to give \$27 to settle, but I said I would not go to try and effect a settlement for less than \$40. Subsequent to this I had a telephone message from Miss Sharp, on Saturday night asking me if I had seen a section of the law of 1897, and she said would advise me to see it, as it might make good Sunday reading. I got the act of 1897, which I had no knowledge had been passed. I met Mr. Anderson and told him I thought there was trouble, and that if plaintiff was not legally arrested, we did not want to keep her any longer. The result was that after consultation with W. P. Jones and the trustees, her discharge was ordered.

To Mr. Skinner—It was prior to plaintiff's arrest re Campbell matter, that I was employed by the trustees. With regard to the arrest of plaintiff, I am sure there was no malice in Mr. Good toward plaintiff.

Miss M. B. Sharp, recalled, in rebuttal, contradicted the previous witness, as to his having informed her that he was acting for the trustees, until some days after she was in gaol.

This finished the evidence.
(Continued on Fourth Page.)

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Notice of Sale.

To Alonzo Cronkhite of the parish of Wicklow, in the County of Carleton and Province of New Brunswick, Farmer, and Mary J., his wife, and all others whom it may in anywise concern.

NOTICE is hereby given that under and by virtue of a Power of Sale contained in a certain Indenture of Mortgage, bearing date the fifteenth day of June in the year of our Lord One Thousand Eight Hundred and Eighty Two, and recorded in the Carleton County Records in Book 2, Number 2, on pages 132, 133 and 134, and made between the said Alonzo Cronkhite and Mary J., his wife, of the one part; and George Leonard Cronkhite, of the same place, of the other part; there will, for the purpose of satisfying the money secured thereby, be sold at Public Auction in front of the Law Office of Hartley & Carvell in the Town of Woodstock in the County of Carleton and Province of New Brunswick, on Monday, the twenty-third day of January next, at the hour of eleven of the clock in the forenoon, the lands and premises described in the said Indenture of Mortgage as follows:—

"All that farm of land situate and being in the above said Parish of Wicklow, and bounded as follows, to wit:—Beginning at the North Easterly angle of Lot Number Sixteen in the fifth tier, granted to Samuel H. Cronkhite, thence running by the magnet of the year 1832 West, sixty-seven chains along the Northern line of said grant to the Northwesterly angle thereof; thence North fifteen chains; thence East sixty-seven chains, and thence South fifteen chains to the place of beginning, containing one hundred acres more or less, distinguished as the Southern two-thirds of lot number fifteen in the fifth tier; and being the same land granted by the Croix to the aforesaid George Leonard Cronkhite, Esq., by grant dated the 3rd day of April A. D. 1890, and registered in Fredericton the fourth day of said month under number 9338, and by the said Geo. L. Cronkhite and wife, conveyed to the first said Alonzo Cronkhite at the date of these presents."

Together with all and singular the buildings and improvements thereon and the appurtenances thereto belonging or in anywise appertaining. Dated this twelfth day of October A. D. 1898. HARTLEY & CARVELL, G. L. CRONKHITE, Solicitors for Mortgagee.

Notice Of Sale.

To Benjamin McLean of Northampton in the County of Carleton and Province of New Brunswick, farmer, and Maria A. his wife, and all others whom it may in anywise concern.

There will be sold at Public Auction in front of the Law Office of Hartley and Carvell in the town of Woodstock in County of Carleton on Monday the seventh day of November next at the hour of eleven of the clock in the forenoon, all that certain piece or parcel of land situate in the said Parish of Northampton, described as follows:—Beginning at a point twenty-two chains and fifty links distant in a Southerly direction from South Westerly angle of lot seven in North Newburg on the base line of lot eight; thence Easterly and parallel to South line of said lot seven one hundred and ten chains; thence Northerly, parallel to base line sixteen chains or to the place of beginning, containing one hundred and sixty six and two thirds acres more or less, being part of lot eight granted to George Shaw, and part of lot nine granted to Ziba Shaw in North Newburg, being same land described in a deed from James A. Phillips and others to said Maria A. McLean, dated twenty first of March 1883 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 twenty sixth day of May in the year of our Lord one thousand eight hundred and eighty three, made between the said Benjamin McLean and Maria A. between the said Benjamin McLean and Maria A. of the one part and the undersigned Hester Hume, of the other part, and recorded in Book A number 3 of Carleton County Records on pages 557, 558 and 559 the twenty eighth day of May A. D. 1883, default having been made in the payment of the moneys thereby secured. Dated this twenty third day of September A. D. 1898.

HESTER HUME, Mortgagee, HARTLEY & CARVELL, Solicitors for Mortgagee.

Probate Court, County of Carleton.

To the Sheriff of the County of Carleton, or any Constable of the said County—Greeting: WHEREAS the Executors of the estate of John Buckley, deceased, have filed in this court an account of their administration of the said deceased's estate, and have prayed that the same may be passed and allowed in due form of law.

YOU ARE THEREFORE required to cite the legatees and next of kin of the deceased, and all of the creditors and other persons interested in his said estate, to appear before the Judge of Probate for the County of Carleton at a Court of Probate to be held in and for said County, at the office of the Judge of Probate for said County in the Town of Woodstock in said County, on TUESDAY THE FIRST DAY OF NOVEMBER next, at three o'clock in the afternoon, then and there to attend the passing and allowing of the said accounts as prayed for, and as by law directed.

Given under my hand and the Seal of the said Probate Court, this thirtieth day of September, A. D. 1898. LEWIS P. FISHER, Judge of Probate County of Carleton. FRANK B. CARVELL, Registrar of Probates for Carleton County.

Probate Court, County of Carleton.

To the sheriff of the County of Carleton, or any Constable of the said County—Greeting: WHEREAS the Administrator of the Estate of Catherine McAlpine, deceased, hath filed in this Court an account of his Administration of the said deceased's estate, and hath prayed that the same may be passed and allowed in due form of Law.

YOU ARE THEREFORE required to cite the Heirs and next of kin of the deceased, and all of the creditors and other persons interested in her said estate, to appear before the Judge of Probate for the County of Carleton at a Court of Probate to be held in and for the County of Carleton at the office of the Judge of Probate for said County of Carleton in the Town of Woodstock on Monday the thirty first day of October next, at 11 o'clock in the forenoon, then and there to attend the passing and allowing of the said accounts as prayed for and as by Law directed.

Given under my hand and the seal of the said Probate Court this thirtieth day of September A. D. 1898. LEWIS P. FISHER, Judge of Probate in and for the County of Carleton. FRANK B. CARVELL, Registrar of Probates in and for the County of Carleton.

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