To Patrons. - This week's number of the ADVANCE closes the fifth volume and marks the beginning of another business year. We therefore ask our patrons to remit their subscriptions promptly. The yellow slip on the top of the first page indicates the date when payment was or will be due. Those who have let the time go by without paying, now owe from the date marked. Those who continue to pay in advance need only to remit one dollar for the coming year.

Micamichi and the Borth Shore, etc.

MUNICIPAL ELECTION 1 atter from some of the parishes, received too late for this week, will appear next week.

ST. ANDREWS :- The Lulies of St. Andrew's Church, Chatham, intend holding a Bazzar during the Christmas holidays. Kon ibouguae have lately presented On Saturday, while their Pastor, Rev. H. A. Doucet, with a set of silver mounted harness.

THE "ADVOCATE" did not reach its Chatham subscribers yesterday and they said it did not make much difference as they had an atmospheric disturbance. There were therefore ten contented persons in the place.

PERSONAL :- J. C. E. Carmichael, Esq. of the Customs Service, who has been very badly, spending his cacation shooting on the Tabusintag beaches, has returned home. He reports very good sport but complains that the weather was too fine.

STORM AND HIGH TIDE :- An old fashioned easterly rain storm, accompanied with high wind, visited this section of the country yesterday. As we go to press the tide is rising to a height seldom reach ed at this port and damage may be expected to goods in many of the stores on the wharves.

BARNES' NEW BRUNSWICK ALMANAC. Barnes's New Brunswick Almanac for 1880 has come to hand, and will be found to contain a great variety of Statistical, Nautical, and other matter intimately connected with the Province. Among more general information, will be found a copy of the Revised Tariff.

McMillan's Agricultural and Nau-TICAL ALMANAC. - We have received Mc-Millans Agricultural and Nautical Almanac for 1880. It is very neatly got up. and exclusive of its value as an almanac has nautical tables of high water (mean time) at St. John, and Charlottetown, P. E. I. besides a large fund of information relative to provincial and Dominion matters, of which the Revised Tariff is no the least valuable. It is for sale at the Miramichi Bookstore, price 10 cents.

"CITY LOTS FREE" is the title of an advertisement in another column. People are promised many wonderful things in the Western States and things out of the usual course happen there, and while the Denver land company may be entirely sincere in their offer it would be well for any who feel inclined to secure lots from them, to make enquiries as to their good faith through friends in that section before investing. This we consider fair to all parties. The offer is certainly attractive.

A MINIATURE SEA SERPENT has been sent to us from Red Bank, where it was found in the river. It is a foot long and about as thick as what is known as rabbit wire. It is of exactly the same size from one end to the other and resembles more a piece of violin string than any thing else that we can think of. About oneexteenth of an inch of one end is black and may be the creature's head, while the other end appears a little forked. At times it lies still in a snarl, but is generally winding and unwinding itself. It is on exhibition at the Miramichi Book-

PRESENTERY :- Rev. Messrs. Herdman, of Campbellton, Houston, of Bathurst, Russel of Dalhousie, Johnstone of Black. ville, McKenzie of Richibucto and Fogo of Tabusintac, were in town this week attending the quarterly meeting of the Miramichi Presbytery. At the meeting arrangements were made for deputations to be sent to different fields of the Presbytery in January next for the purpose of disseminating information respecting the Missionary enterprises of the Church. A good deal of other business was done, chiefly of a routine character.

CAUTION. - We learn from a friend at Chatham that a fellow calling himself W C. Ferguson and claiming to be an agent for THE TIMES, Telegraph, News, Mohawk and certain N. Y. papers, is travelling in Miramichi. The fellow says that the Mohawk is published in THE TIMES office an honor to which we have no claim and which appertains exclusively to the News office, St. John. Ferguson is fraud and a scoundrel. THE TIMES has no Agents except Mr. Norman McKenzie. who is well known to most of our patrons, and who is now in Kent County.

We have information from the Telegraph that Ferguson is a fraud. NEW RESIDENCES. - Several new an very handsome residences have gone up in Richibucto and Kingston during the past year. In the former place are those of M. Flannagan, W. J. Smith and Wm. Hudson; in Kingston Messrs. Brait have a very neat and comfortable dwelling just about finished. A new school house has just been completed in this village, also, on the site of the one recently destroyed by fire. It is a handsome two story building, with a portico and bell-tower, and is intended for two departments. The trustees were fortunate enough to have sufficient insurance on the one burned to build and complete the new one. Telegraph.

HOUSEKEEPERS WANT IT to make their silverware bright-Diamond Dust Polish -Miramichi Bookstore-25 cents a box. It is equally good for silver, silver or gold plated ware, nickel plate etc. For cleaning glass it has no equal. Unlike

ver soap, it does not wear the surface n the least; it is entirely non-corrosive, does not scratch, is applied in the most simple manner, without labor and, by being simply wiped off, leaves a surface of surprising brilliancy. We confidently recommend the polish as being an article of great merit. Send 25 cents to the Miramichi Bookstore and get a box that will last you six months. There is nothing like it for plated harness-mountings.

Entertainment of the Chatham Temperance Reformers.

On Tuesday evening the Chatham Temperance Reformers held their weekly entertainment in the Temperance Hali. Alex. Cantley, Esq., Vice-President, oc- frost. cupied the chair at the opening of the meeting, until the arrival of the President, L. J. Tweedie, Esq. Prayer was offered by the Rev. Dr. Jardine. Addresses were delivered by the Rev. Mr. Mackenzie of Richibucto and the Rev. Dr. Jardine; a recitation was given by Mr. J. U. Loggie; a solo by Miss Margaret Johnston, and be a scourge next summer. presided at the piano.

Distressing Accidents.

Two blasting accidents, one of which

resulted in the death of Mr. Ephriam Sherrard occurred on Friday last on Mullins's Stream, Northwest Miramichi. Sherrard, with two others, named Donnelly and McKenzie, who were employed which obstructed stream driving operations, attempted to draw a charge that had failed to explode, when it went off, shattering poor Sherrard in the hip, cutting his face and the left hand thumb and little finger. He was hauled twenty miles through the woods over a portage road on a sled and died soon after reaching the settlement, leaving a wife and one child. Donnelly was hurt in the leg and Mc. Kenzie received a few wounds of no par-

On Saturday, while the foreman of the work, Mr. David Whitney, was absent a brother of McKenzie above referred to. a man named Sparrow and a third man whose name we did not learn, drew a charge which had failed to explode and in tamping a new charge with a steel bar it ignited. The explosion shattered Mc-Kenzie's hand and scratched his face and damaged Sparrow's eyes - one of them.

Dr. McDonald was called to attend such of the above as required medical treatment and Dr. Smith held an inquest on the body of Sherrard.

The Municipal Elections.

John Fotheringham, Esq., the retiring Councillor, was elected chairman of the Meeting, and D. T. Johnstone, Esq., was appointed to act as Secretary. The following nominations were made :-

Wm. Lawlor, by Robert Bain, seconded by Geo. L. Britain. Andrew H. Johnson, by Wm. Lawlor,

Dan'l Crimmin, by Peter Loggie, seconded by Thos. F. Keary and Dan'l Des-

John McGowan, by B. Wilkinson, sec-John McGuire, by Wm. Wyse, second

ed by Charles Bernard. Considerable interest was manifested in the contest throughout the day and the friends of Mr. Crimmin, who it will be remembered, was a candidate last year. exerted themselves with all zeal to secure the return of their man. Messrs. Lawlor and Johnson ran together on the citizens' ticket and received an excellent vote, distributed over town and country alike. It was generally believed that Mr. Mc-Gowan was not serious in being a candidate, as he was quite well aware of the fact that he was disqualified, but those who encouraged him to run did so in the hope of lessening Mr. Lawlor's vote, though it is not probable that Mr. Mc-Gowan realised that phase of the arrange? ment beforehand. The same astute gentlemen put up Mr. Stapledon last, year and behaved with the same good faith towards him as they did towards Mr. McGowan on Tuesday.

Mr. McGuire was constrained to run because he had promised, some time since to do so, and was probably encouraged because he was known to be generally in sympathy with Messrs Lawlor and Johnson's friends and it was hoped that he, too, would help to lessen Mr. Lawlor's vote and, perhaps, thereby make Mr. Crimmin second man on the poll. The same consideration which led the majority of the Chatham ratepayers to elect Messrs Lawlor and Fotheringham last year by a square "ticket vote" induced them to centre on the Lawlor and Johnson ticket this year and vote it in a manner which showed honor and good faith, notwithstanding a number of canvasses much more clever than truthful, invented for the purpose of creating distrust and encouraging the meanness known as "plumping." Mr. Crimmin has reason to congratulate himself on the large vote he received and to thank the influential friends who worked so faithfully for him, and if he and they should receive extra credit for any one part of their policy it is that by which those really most interested were induced to "lie low" so far as open work was concerned. The candidates re-

ceived the following votes. A. H. Johnson, Wm. Lawlor, Daniel Crimmin. 183 John McGowan. 25 John McGuire,

There is considerable comment over the in the Supreme Court) setting forth in fact that Overseer Wyse's candidate polled so small a vote and it is unfortunate for Mr. McGuire that Le allowed himself to fall into such hands.

In Newcastle Councillor Hays and James Brown, Esq. were returned without he, the Interpreter, had read it. He then

There was considerable interest manifested in the election in Nelson parish, no less than five Candidates being in the field. Their names and the number of votes polled for each were as follows:-

John O'Brien. John P. Burchill. 103 Thos. Flett. 77 Peter Esson. Allan Saunders,

Councillors O'Brien and Burchill were therefore, re-elected Thos. Ambrose, Esq., was Chairman of the meeting.

The candidates were W. S. Brown Jared Tozer and James Somers. Messrs Brown and Tozer were elected. NORTHESK. The candidates were Messrs. Whitney.

SOUTH ESK.

Anthony Adams and Jasper Maddox. Messrs. Adams and Maddox were elected. The candidates were Messrs. James Robinson, John Betts, Wm. Cliff and

BLACKVILLE. Messrs. Edward Hays and W. T Underhill were returned without opposi

Thos. Vye. Messrs. Robinson and Betts

Messrs, Fitzpatrick and McNaughton

no opposition. Red Bank Notes.

A Redbank correspondent writing on

THE EARLY OATS are of good quality THE LATE OATS are poor in quality and in many cases, have been damaged by the

WHEAT is of good quality and gives an excellent return for the quantity sown. POTATOES are an excellent crop of good THE POTATOE BUG. -- Potatoe bugs are

very plentiful in the fields where the

potatoes have been dug and are likely to

choruses by the Choir. Miss C. Johnston SALMON.—Quite a number of salmon ant, interpreter and others were in his thing they would see would be a notice for some time been politically. How are taken by parties fishing on the Little office on one occasion after the time the berland this, 29th day of October, A. D., 1879.

. .

I am intormed by the fishermen that the salmon are very numerous, and very large. Both rivers are barred by the nets, Sunday and Monday, and every day, whether lawfully or not, I will not say, but large quantities must be taken, as the scow goes often. [We hope there will be no 'fungi' on the salmon this year. - En. 1

Northumberland County Court.

BEFORE HON, EDWARD WILLISTON, JUDGE

week, for want of space.] One of the most important cases that has been before any of our courts for a long time was that of Desmond vs Gnizot, was an action for breach of contract the cause arising at the port of Chatham in June last. L. J. Tweedie, Esq. appeared for the plaintiff and Wm. Wilkinson, Esq., examined for the plaintiff were Daniel and for the defence A. H. Johnson, J.B. Snowball (French Consular Agent) Wm. Cherry, D. Crimmin and R. P. B. Joyce.

It appeared from the evidence for the in June the plaintiff went down the river the tug, Sultan, with a party which included Brobecker (an interpreter) J. O'Malley, (representing Messrs. Watt's Ship Chandlery), P. Coleman and John Blake, (Stevelores) and others. The interpreter deposed that he knew the French barque E lantine, consigned to Messrs. R. A. & J. Stewart, was below and on running down to her the party were put on board. The Captain could not speak English and he engaged Brobecker as interpreter, who was to be paid \$30 for his services while the vessel was in port. Brobecker having introduced the plaintiff, Desmond, as a stevedore, him to put his cargo of deals on board hold him to the agreement, as written, and which did not contain the condition and would be prepared with men &c. to load the vessel, holding the captain rej sponsible for damages if he were preventwas prepared for loading at Flett's wharf. Nelson, plaintiff presented himself with

his men, but was not allowed to go to work, the captain having, meantime, made | house. an agreement with Mr. Cherry (another stevedore) for the stowing, at \$1.10 a standard. Plaintiff set his damages at \$100 and swore that, calculating his own lost time, in consequence of the breach of contract, and that of his men, he made an actual loss of some \$34. He calculated, however, that had he been permitted to do the work it would have cost him only \$180 to stow the 224 standards which the vessel held and these at \$1.25 a standard would have left him a clear profit of \$100 latter being the time occupied by Mr. Cherry in doing the stowing. Plaintiff

for 6 days, or rather 51 days work-the swore that he did not understand at any standard. time that this agreement with the captain was subject to the approval of the consignee. Just after making it, however, he met Mr. Joyce, Manager of Messrs. Stewart's Miramichi business, and telling ment with the captain of the Eglantine for stowing her, asked Mr. Joyce if he had any objections, when he was told by

may have, in future, to visit the port. He with his business. He did not think the testified that a statement was prepared in the office of A. H. Johnson, Esq., (a Commissioner for taking affidavits to be read the name of the Captain that the contract in question was to be subject to the approval of the Consignee. As the Captain was about to sign it, he (the Interpreter,) fearing that he might sign something that was not right, told him not to sign until read it and told the Captain to sign and swear to it. He, himself, also, at the time, declared that what the Captain swore to was the truth, but when he was asked to sign a paper setting forth that the affidavit of the Captain was the truth he declined doing so. His reason, as stated to the Court. was "because the Captain was swearing to a I was telling a lie to please the Captain, but I would not sign my name to it. This witness stated that he spoke seven langu-

(the French) language in "a college in The plaintiff stated that he had stowed ships for Mr. Muirhead, last spring but did not know how much he made by them as the men were paid in Mr. Muirhead's office and he had not settled up his account yet; he never stowed any but vessels consigned to Mr. Muirhead; he never, made \$100 by stowing a ship, but expected to make that amount by this one. The interpreter stated that he also had stowed a ship for Messrs. Guy, Bevan & Co., but he denied that he was a stevedore, though he had contracted for stevedore's work and paid his men

ages and had been educated for his own

Mr. Johnson, the first witness called for the defence was not questioned very far on account of a point in which the Court ruled against the defence. Mr. Wilkinson offered to put in the sworn statement of the Captain above referred to, together with the written statement to the effect that the captain was swearing to the truth, and to prove by Mr. Johnson that the interpreter had declared at the time that the allegations set forth in the second paper were his, and were also true, but the Court ruled that although counsel endeavored to get these papers in, ostensibly to prove the interpreter's bad character, yet they were inadmissable, inasmuch as they contained matter in the nature of manufactured testimony which

At the conclusion of the meeting it was | South West and also on the Northwest. | Eglantine arrived, and before she was pre. Lading." There was no escape from this | price of flour with his official conduct

might prejudice the minds of the jury.

pared for loading, the object of the meeting being to secure, if possible, an amicable arrangement of the dispute. The interpreter, for the captain and himself, declared that the agreement was understood to be subject to the consignee's approval past here to the "Slaughter House" very and he turned quite briskly upon the plaintiff, in presence of the Consular Agent accusing him of behaving in bad faith. Plaintiff, however, did not then either admit

or deny the truth of the interpreter's assertions, but said something to the effect that when the proper time came he would by R. P. Whitney, Esq., blasting rocks [We hold over the record until next say what the arrangement was-all he would then do was to stick to what was in the written agreement. Mr. Wilkinson (Mr. Snowball said) happened to be present on some other business and he joined him (Mr. S.) in assuring Mr. Desmond and the Captain that the written agreement would not be binding if it had been verbally understood and agreed that it was to be sub Q. C. for the defendant. The witnesses ject to the Consignees'approval. The impression left on the Consular Agent's mind Desmond (plaintiff) and Harry Brobecker | was that the agreement had been made as the interpreter then stated, viz., subject to the Consignee's approval.

Respecting the custom of the port in the matter of stowing ships Mr. Snowball said plaintiff, that on a certain Sunday each shipper gave a preference to a certain number of stevedores-competency and the stevedere not being in the constant employ of other shippers being a principal consideration, and it was the custom of the trade here to require captains of vessels, if possible, to engage stevedores approved by the shipper.

Mr. Tweedie enquired whether Mr. Snowball had any interest in the profits of Stevedores' contracts for stowing ships consigned to him and Mr. S. replied that he had never had such interest, to the value of a cent in any single instance.

Mr. Joyce, Miramichi business manager for Messrs. Stewart, testified that he was met on the street by plaintiff the day Captain Guizot made an agreement with after the Eglantine arrived. Plaintiff said he had partly made an arrangement with and stow it at \$1.25 per standard, the Capt. Guizot for stowing the ship and to anything after being guaranteed by Mr. plaintiff agreeing to give employment to asked him, Mr. Joyce, if he had any ob- Joyce. He (Mr. Tweedie) was no demawhatever sailors belonging to the ship the jections, when he was told that he had gogue. He wanted Mr. Muirhead, Mr. captain would furnish and to allow the &c. Mr. Joyce testified that he had ship \$1. per day for them. Brobecker agreed to stand between the captain and pers taught that they had no right to wrote out a memorandum of the agree- plaintiff in the matter and defend the suit | control captains in employing stevedores. ment in English and French and it was for the owners. His objection to plain- He did not care for Mr. Muirhead, and signed the next day on board the tiff lay in the fact that, in common with cited the barque Huntress case in proof, vessel, Brobecker testifying that the cap- other shippers of the port, his firm obtain sent for Desmond for that purpose. jected to stevedores in the constant or ex- not to attempt to control the captain in While the vessel was being prepared to clusive employment of other large lumber | selecting a stevedore. It was an outrage receive the cargo the plaintiff received concerns stowing vessels consigned to that this despotism should be permitted notice from the captain that the memoran- them and he deemed it desirable in the to grind down the poor stevedores. These dum of agreement relating to the stowing interests of the ship as well as of the ship. despots had deals split in the ends and if could not be carried out, Messrs. Stewart's per that stevedores possessing the latter's they had honest stevedores they would Business Manager having refused to sanc- confidence should do work in which they refuse to stow them on board vessels, tion it, and it being one of the conditions were interested. In reply to a question hence their anxiety to have men who on which it was made that it was to be ap- by Mr. Tweedie he said he was not inter- were in their interest. It was nonproved by the consignees. Plaintiff then ested in the contracts for stowing their sense and a lie to assert that the ingave the captain notice that he would ships to the value of a cent beyond seeing terests of the ship and shippers were that the work was well and properly done | identical and it was because the con and the ship and themselves protected; signees of the Eglantine knew this that relating to the approval of the consignees, they paid their stevedores in cash-not in they did not want Desmond to stow that due-bills and liked to mind their own business, if permitted to do so. He did not know plaintiff as one of the stavedores of ed from doing the work. When the vessel the port. He had made enquiry and believed plaintiff to be in the employ of Mr. Muirhead, and had also learned that his

> he had stowed the Eglantine (defendant's satisfied from all the evidence that there vessel) for \$1.10 per standard and made \$30 out of the work. Plaintiff said to the ing between him and the captain that the they were to give a everdict for the defenplaintiff was to be subject to the approv- of opinion that there was no such underal of the consignee, but it was not in the standing, they were to find for the plainnamed in plaintiff's agreement-\$1.25 per standard for stowing was high for that time. He had been paid \$1.25 for one ship but he had got as low as 90c per charging the jury to be very careful in

business was that of a keeper of a public

Mr. D. Crimmin, Stevedore, gave testi- might reach a just conclusion. mony respecting the work of stowing ships He worked principally for Mr. Muirhead,. the jury returned a verdict for plaintiff, and the men were generally paid at that assessing the damages at \$30. gentleman's office. He had stowed ships him that he had "partly" made an agrange- last season at from \$1.35 to 60c per stand- day next. ard, did not know exactly what profits he made, but could tell by applying at Mr. Muirhead's office; plaintiff had workthat gentleman that he had great ob- ed under him at ships consigned to Mr. Muirhead, and, also, on his own account Plaintiff afterwards stated what he said for Mr. Muirhead and was as competent to Mr. Joyce, leaving out the expression a stevedore as himself, (Mr. Crimmin.) mill below the Village, which has been 'partly made an arrangement" and saying He (Mr. C.) had stowed ships consign- kept busy all summer. They manufacture he had made an arrangement. Brobecker ed to other merchants besides Mr. Muir- boards, lath's and whatever is required for gave some extraordinary testimony and it head, but found the custom whereby building purposes. They have also a is of such a character as should attract shippers required captains to take steve- planer attatched .- Telegraph. the attention of foreign captains, who dores approved by them, an interference

> Eglantine was a sufficient profit to be made out of a ship of that size. The address of counsel and the charge of His Honor, Judge Williston, occupied

\$30 made by Mr. Cherry in stowing the

all of Monday forenoon. case of the plaintiff depended almost entirely upon his own testimony and that of the interpreter, Brobecker-a person who had shown himself entirely lost to all selfrespect and unworthy of confidence. He could compare him to Judas Iscariot for he had taken the thirty dollars-the thirty pieces of silver-from his master Capt Guizot and had pretended to be his friend until his back was turned, when he turn ed around and came to court for the purpose of swearing the Captain was a liar and lie and I was telling him to do it if he liked. had sworn to lies and that he, himself, had aided and prompted him in doing it : Iscariot, for after getting the thirty pieces from the Captain (according to his own story, for lying and deceiving everybody) he had turned traitor, and the de velopements in court justified the presumption that he was to receive thirty pieces more from the plaintiff for betraying the Captain who trusted him and who was

> now 3,000 miles away. Counsel for the plaintiff had, several times, during the progress of the evidence. referred to the monopoly which lumber merchants sought to set up as against Livingston 458, McInerny 427, Daigle, stevedores, but if this transaction of the 34. plaintiff's, begun and carried on against the shipper and ship, was a sample of the mode of stevedoring which the learned Counsel would defend, the port and the country might be thankful to the monopolists. The learned Counsel then went exhaustively and forcibly into the points of the evidence and cited authorities bearing on his side of the case, claiming that defendant was entitled to a verdict, because the testimony showed that the contract was made subject to the approval

In addressing the Jury for the plaintiff Mr. Tweedie referred very pointedly and by name to the principal lumber merchants and shippers of Miramichi-claim. ing that they were maintaining a grinding monopoly that was worse than any Russian despotism, an outrage on the rights of the subject and an interterence with the interests of the ship and purchasers of deals. - Captains, as soon as they arrived in port, were at the mercy of the shippers, Mr. Wiikinson had the point reserved. for if any of the jury would go to Mr. The French Consular Agent, Mr. Muirhead's, or Mr. Snowball's, or Stewarts' Snowball, testified that plaintiff, defend- or Guy, Bevan & Co's, offices the first in bankruptcy commercially, as he has been appointed Assignee in this matter, Creditors and premises connected the first in bankruptcy commercially, as he has been appointed Assignee in this matter, Creditors and premises connected therewith.

and no one better than the learned Counsel for the defence knew it, for that gentleman made more out of captains protests than any lawyer at Chatham and had one Nysted employed to bring such business to him. If stevedores owed Snowball, Muirhead or Stewart large accounts they would, by forcing captains to make what contracts they pleased for stowing, make one or two ships pay them. This was all wrong, for the work should be open to competition. It was the merchant against the workingman when a ship was to be stowed, but each shipper had his favorites for doing the stowing of vessels consigned to him-the shippers were jealous each of the other and lost no opportunity to have a slap at each other. Referring to Mr. Jovce saving he did not pay stevedores in due bills, Mr. Tweedie said that gentleman could not let the op portunity pass for having a slap at Mr. Snowball, but though Mr. Joyce and the concern he represented did not pay in due bills he would remind the jury that they introduced the "hook survey" on the Miramichi by which lumbermen were robbed and the same concern had refused employment to men of the place and had brought in outside labor from St. John and elsewhere-a lot of rough-scruff who got what they could out of the place in the summer and then ran away without paying their

[Here the Court called Mr. Tweedie to order, remarking, that he was going entirely without the record.]

After showing that, according to the evidence, Mr. Desmond would have made \$100 had he not been prevented from fulfilling his contract he claimed the jury should give a verdiet for that amount to plaintiff. He claimed that Mr. Desmond was fighting not only against Mr. Joyce, who was the real defendant, but the whole shipping interest of the port. Capt. showing he had advised that gentleman

Mr. Tweedie cited from several authorities to show that the testimony adduced to prove that the captain's contract with plaintiff was subject to the consignees approval, was worth very little. His Honor in summing up directed the jury very plainly, putting before them two Mr, Cherry, Stevedore, testified that propositions. One was that if they were was an understanding (though not in

writing) between plaintiff and defendant interpreter in his (Cherry's) presence, that their agreement for the stowing was that it might have been the understand- to be approved by the consignee-then agreement made on board the ship with dant. If, on the other hand they were written contract. He thought the price tiff and assess the damages at such amount as they thought he was entitled to. His Honor read and commented on the evi dence, elaborating the directions given and

weighing all the testimony, so that they After about three quarters of an hour

The court then adjourned until Satur THE OLD MILL at Kingston, owned by

Berton Bros. of St. John, is now undergoing repairs, and it is expected will be in running order next spring. Messrs. Dickinson, Langan & Palmer have a rotary

Kent County Notes. Since the last number of the "Ad vance" gave publicity to Kent doings the whole community has been thrown into mourning. The loss of the schooner Nancy and her crew, of this port, on the Mr. Wilkinson, Q. C., claimed that the 21st of October, off Pictou Harbor, was deeply deplored by all our citizens. There is a strange fatality attending such of our men as "go down to the sea in ships." This last disaster recalls the loss of the "Morning Star" and her crew of seven Richibucto men which happened about eight years ago while the vessel was on her way from Havana to Boston. It makes us think of many of our brave young fellows who of late years have found graves in the sea. James Lawson and John Bell relatives of some of the unfortunates indeed Brobecker was worse than Judas have returned home from Pictor whither they had gone to identify the dead. They say that all the bodies except George Bell's have been washed ashore and that the graves of four shipwrecked strangers are the latest made in Cariboo Island cemetery.

To day is municipal election day. The candidates in Richibucto are O. McInerney, G. Livingstone and P. Daigle. Daigle came on the course late Friday night. The vote was

S. O'Donnell and R. Grogan were elected for Carleton without opposition. County Court opened to day the Judge having just returned from the shooting grounds at the mouth of the Kouchibouguac. One way and another he bagged considerable fowl. Honor always manages to bring home a goodly number of birds let the shooting be as it may. This being election day the Court was adjourned until to morrow morning.

The first frame timber of Mr. O'-Leary's ship was raised to day. There was a slight fall of snow on Saturday, and the wind being norther-

ly it seemed much like the whitewash of Sir John's speech at Quebec falling on the Maritime Provinces. It was highly discourteous for some of the Liberal editors to say that the eloquent Knight was in that condition when the width of the road is of more consequence than its length. Our M. P.

at Ottawa, during the last session of he Commons, is a conundrum now current among the voters of this County. The Casey Cape whale story now

like a whale."

going the rounds of the press is "very

A Timely Suggestion. MIRAMICHI, Oct. 20th '79. MR. EDITOR :- Now and again when me friends congregate together, the subet of the great Miramichi fire is often scussed for the sake of exchanging the different pictures that have been handed lown to them through parental transmission, as well as for affording interest to those who have not heard these oft-told tales. I happen to be one in the latter position. and embarrassed how best to collect the facts satisfactorily, am directed to a volume written at that period; but alas! a copy can scarcely be procured, and an experienced individual remarks whatever reliable information it may impart, it is far from being complete; another of my friends mentions amore trustworthy writer about the same time, but putting one's hand on his worknow, is altogether out of the question. Baffled on every side, I ask cannot something be done to collect materials for a proper account of the event. from which, with those already in possession, a reference book in the historical line of this section of country may be made, which those in the future will thank us for; and who now would not have it at his fireside? By way of encouragement, so as to incite the public in the matter, I would suggest that some entertainment in the form of a dinner or supper be given to the survivors of the fire now resident in this locality. Hoping some attention may be given to a subject which on consideration might prove to work out good results, I remain

Yours truly, PRO BONO PUBLICO. DIED.

At his residence, in Chatham, on the 16th day of Oct. Mr. Alexander Vance, Engineer, in the 60th year of his age. He was long a resident of Miramichi, and a native of Glasgow, Scotland. St. John Daily Telegraph please copy.

Mew Advertisements.

WHY WILL YOU BE BALD ?

greatest Hair restorer in the World. AT THE NEWCASTLE DRUG STORE Also the largest variety of Patent Medicine ever

AUGUST FLOWER SHOSHONEES REMEDY. DYSPEPSIA BITTERS, MATTISON'S, ROBINSON'S AND NORTHROP & LYMAN'S EMULSION

AT THE NEWCASTLE DRUG STORE. Canary, Hemp, Rape, Maw & Millet Seed for Birds, as well as all sundries usually kept in a First Class Drug Store.

E. LEE STREET, Proprietor. INSOLVENT ACT OF 1875 AND AMENDING

IN THE MATTER OF JAMES W. FRASER, AN I, the undersigned John Ellis, of Chatham, have been appointed Assignee in this matter and

Dated at Chatham in the County of Northum-erland, this 29th day of October, A. D. 1879. All persons indebted to the above Insolvent are equested to make immediate payment to the JOHN ELLIS, Assignee.

NOTICE. BAZAAR AND HICH TEA

It is the intention of the ladies of "St. Andrew's Church Congregation to hold a Bazaar and High Tea during the Christmas Holidays, for the purpose of assisting the Finance Committee of the new Sabbath School. Contributions will be gratefully received by the following members of the Committee. Mrs. Dr. JARDINE, President. "WM. JOHNSTON, Vice-Pres

McDougall, Treas.



Vegetine, Carboline, &c., &c.

AYER'S Sarsaparilla, Cherry Pectoral and Pills RADWAY'S Resolvent, Relief and Pills, &c. WILSON'S Sarsaparilla, Balsam, &c. HOLLOWAY'S Pills and Ointment (Genuine English.)
LYMAN'S Quinine Wine and Emulsion of Co-BEEF, IRON and WINE, Iron and Quinine, Syrup of Iron. FELLOW'S Compound, Peruvian Syrup, San-ALLEN'S Lung Balsam, August Flower, Hoar-NORWAY COD LIVER OIL (Shrei Brand) Newundland Cod Liver Oil. ROBINSON'S Emulsion, Fowler's Pile and Hu LEEMING'S Essence, a certain cure for Spavin Oct. 23, '79. nd lameness in Horses. Sage, Summer Savory, &c., &c., Essence of Lemon, Vanilla, Peppermint, Cloves, and Cinnamon. Also Perfumery and Toilet Soaps in great variety.

J. PALLEN & SON.

NOTICEI

As I intend closing my places of business, in my parties wishing to communicate with me on busi ess, will please address as usual when their fa vors will be forwarded to me and receive my strict attention. Parties indebted to me are requested to settle their bills at my usual place of GEO. ROBINSON.

ESTATE AT AUCTION.

Tuesday, 18th Nov., next, at 11 o'clock, a., m. The following valuable property, Viz .: - That desirable building lot, opposite residence of Dr. Pallen, bounded as follows by three streets, Queen

St., 1201 ft., Howard St., 135 ft., King, St., 1201ft. and from King to Queen St., in rear, 196 feet. Six Building Lots,

as follows :-- Two Lots on St. John St., 50x50 ft. wo Lots on Cunard St., 50x50 ft , and two Lots nvenient and central part of Chatham. That valuable property lying between property ormerly owned by the late John Horn & James Patterson, containing a frontage of 219 feet with houses and wharf, and known as the Coulsing property, this is a desirable property for Mill or Factory. That valuable lot of wood and meadow land con

taining in all 350 acres, yielding upwards of 80 tons of hay annually, known as the McCulley Meadows, situate in the parishes of Chatham and That lot of land lying at the Northerly end of Napan River containing 8 acres more or less, for merly owned by the late J. McElvernay. Parish of Glenelg, lying between lands owned by Daniel McGraw, and J. McRae, Fsq., containing 200 acres, more or less, part of which is under lying below the town of Chatham. That farm ituated between Wall's and Fenton's, running

chains fronting along River, 41-50 Chains to Wel That lot of land 20 Rods wide, from south side of Wellington Road to rear of Chatham, Lots con taining about 54 acres being one third of original grant, at present occupied by John Dower. Also, that central business stand on Water St. adjoining store occupied by A. D. Shirreff, having a frontage of 41 feet, and running back - feet, with two storey building thereon. The above are some of the most valuable proper ies in Chatham, and persons desiring to purchase should not loose this opportunity. Terms -one third down, one third in 12 months, alance in two years with interest.

A liberal discount made for Cash. By order of J. D. McCully, Esq, A. D. SHIRREFF, Auctioneer INSOLVENT ACT OF 1875 AND AMENDING

IN THE MATTER OF JOHN L. SCHOFIELD AN INSOLVENT. I the undersigned John Ellis, of Chatham, have 2in JOHN ELLIS, Assignee.

ADVERTISEMENT.



There are seven First-class Railroads now runni with all the Principal and Branch Railroads from Maine to California. It is the Capital oming, Nevada, Arizona, and Northern Texas. The rich mineral and agricultural resources of this vast country will make Denver the largest and wealthiest city in the West,

WHY LOTS ARE CIVEN AWAY.

ne or more lots in North Denver, situated in Weld County, State of Colorado, in imme view of this beautiful city, the only charge being one dollar to pay the Notary Public fees will come here, but a great many will, and they will induce their friends to follow. The into any one person taking advantage of this offer is five lots. This property is not hill-side, mountain, or swamp, but is level, fertile, and has advantages for building

CERTIFICATE OF TITLE. leins standing against said land. In te seal this 2d day of August, A. D. 1879.

[SEAL.] State of Colorado,) INSTRUCTIONS. This Company will send by return mail, to any one sending within sixty days from the date of this paper their names, P. O. address, County and State, plainly written in full, a clear warrantee deed to a lot 25 feet front by 125 feet deep in North Denver, Colorado, clear of all taxes Applications for city lots must be accompanied one dollar for each lot to pay cost of making Deeds sent to any part

A. J. LOGGIE, & CO.

CARBOLINE, DRESS GOODS.

IN ALL WOOL SERGES, ALL WOOL SCOTCH SERGES. ALL WOOL TWEEDS, ALL WOOL FRENCH DE BAGE.

ALL WOOL FRENCH MERINOES. FANCY DRESS GOODS. COLORED LUSTRES. SILK & WOOL FRINGES,

SHAWLS, SHAWLS.

Ladies' Sacques, Ladies' Mantles,

Mantle and Ulster Cloths, WINCEYS, WINCEYS, WINCEYS.

----VERY CHEAP-

BLACK FRENCH MERINOES BLACK FRENCH CASHMERES BL'K. COBURGS, BL'K. CORDS, BL'K. LUSTRES, WOOL CLOUDS, WOOL SACQUES, WOOL PROMENADE SCARFS,

WOOL SHAWLS, WOOL VESTS, &c., &c. and Canadian Yarns, Scotch FLANNELS, FLANNELS, FLANNELS.

MILLINERY: FELT HATS, SHAG TURBANS, LONG FUR HATS.

FEATHERS, BIRDS, WINGS. FLOWERS, ORNAMENTS. SILKS AND VELVETS.

FURS: LADIES' SOUTH SEAL SETS. LADIES' FRENCH SEAL SETS. LADIES' CONEY SETS

LADIES' CAPS, CHILDRENS' CAPS, LINED GLOVES AND MITTS.

Ladies' Chemises, Night Dresses and Vests, Gents' Night Dresses READY-MADE CLOTHING, Over Coats, Reefing Jackets and Ulsters.

BOYS' CLOTHING A SPECIALTY. PANTS AND VESTS. PANTS AND VESTS, MENS' UNDER CLOTHING, VERY CHEAP.

CITATION. New Brunswick, County of Northumberland, S. S. To the Sheriff of the County of Northumberland or any constable within the said County. - Greet

Whereas Jabez B. Snowball, of Chatham, in the said County, Esquire, Administrator of the Estate of Sarah A. Snowball, deceased has filed an account of his Ad ninistration on the said Estate, and has prayed that the same may be passed and allowed, and the Estate closed. You are therefore required to cite the heirs and next of kin of the said deceased, and all others interested in the said Estate, to appear before me at a Court of Probate, to be held at my School, Napan .- Address. office in Newcastle, within and for the said County, on Monday the tenth day of November next, at 11 o'clock in the forenoon, to attend the passing of Napan, Oct. 13.

the said account of Administration the said Court, this, 1st day of October, A. D. SAM'L THOMPSON, Registrar of Probates, Judge of Probates, for said County.

NOTICE. Cow. The owner can have the same by proving property and paying expenses.

RICHARD COLTART.

Moorfield, Oct. 13, '79. SPORTS MEN'S FOSTER HOUSE,"

The Subscriber has refitted and refurnished house lately occupied by Mr. Angus Murphy, at Tabusintac, and is now prepared to accommodate Sportsmen and Travellers. There is also excellent barn accommodation on the premises where horses will be well fed and cared for. As the "Foster House" is within a short distance of Tabusintae Bay, it is excellent head-quarters for shooting and fishing parties in the Guns, Ammunition, Decoys, Canoes and men, to-

Duck-Shooting, provided at short notice DAVID McINTOSH. POTATOES, &C., FOR ENGLAND.

gether with other requisites for Goose, Brant and

BARQUENTINE "LYDIA," 424 Tons Register, (Coppered, Classed 3-3 A. 1. 1. French Lloyds,) will be on the berth at St John,

TO SAIL IN NOVEMBER. FOR ENGLAND POTATOES,

For Freight and other particulars apply to turing purposes, being large and having connect-

A. J. LOGGIE, & CO. Teacher Wanted.

PATRICK CONWAY,

A SECOND Class female teacher is wanted in District No. 11. Napan. Address-stating

Teacher Wanted. THIRD Class Male Teacher is wanted im-

mediately, to take charge of District No. 51 JAMES COLTART. Trustees.

CITATION.

New Brunswick, County of To the Sheriff of the County of Northumberland or any Constable within the said County .-Greeting: + Whereas Arthur Wright and Eliza Wright his children, and an heir of George Kerr, late of Chat ham, in the said County, Esquire, deceased, have prayed that William J. Berton, George McLeod, and Francis J. Letson, the surviving Executors of the last will and Testament of the said George Kerr, may be compelled to file an account of their nistration of the said estate. You are therefore required to cite the said William J. Berton, George McLeod, and Francis J. Letson, to appear ore me at a Court of Probate to be held at my ce. Newcastle, within and for the said County Monday, the 3rd day of November, next at 11 clock in the forenoon, and then and there file an ecount of their administration of the said Estate. Given under my hand and the seal of the said

> FRASER. SAM'L. THOMSON. Northumberland

Court, this, 7th day of October, 1879.

REMOVAL DR. J. S. BENSON, has removed to the building on corner of Duke and St. John Streets. opposite Canada House. Chatham, Sept., 1879.

Thrashing Machine.

1 Single Horse-Power Thrashing Machine,

AT AUCTION.

ON THURSDAY, 30th Oct., inst., at 11 o'clock a. Terms: -approved joint notes payable 1st July

FOR SALE. TTHE Subscriber offers for sale, the residence at I present occupied by him, on Wellington street, APPLES, &C adjoining the Bank of Montreal) together on are requested to file their claims before me within caution adopted by the vessel to ensure safe de-

S. SCHOFIELD,

130 Prince Wm. Street, St. John, N. B for quantity and quality.

Terms easy. Apply to

DENVER LAND COMPANY 449 LAWRENCE ST., DENVER, COL. One of the many Churc