Medical.

Vegetine

Purifies the Blood, Renovates and In vigorates the Whole System.

Its Medical Properties are

Alterative, Tonic, Solvent and

Diuretic. VEGETINE is made exclusively from the juices of carefully selected barks, roots and herbs, and so strongly concentrated, that it will effectually eradicate from the system every taint of Scrofula Scrofulous Humor, Tumors, Cancer, Cancerous Humor, Erysipelas, Salt Rheum, Syphiltic Diseases, Canker, Faintness at the Stomach, and all diseases that arise from impure blood. Sciatica, In-flammatory and Chronic Rheumatism. Neuralgia, Gout and Spinal Complaints can only be effectually cured through the blood.

For Ulcers and Eruptive Diseases of the Skin, Pustules, Pimples, Blotches, Boils, Tetter, Scaldhead, and Ringworm, Vegetine has never failed to effect a permanent cure. For PAINS IN THE BACK, KIDNEY COMPLAINTS, DROPSY, FEMALE WEAKNESS, LEUCORRHOBA, arising from internal ulceration, and uterine diseases and GENERAL DEBILITY, VEGETINE acts directly upor

the causes of these complaints. It invigorates and strengthens the whole system, acts upon the secretive organs, allays inflamation, cures ulceration, and regulates the bowels. FOR CATARRH, DYSPEPSIA, HABITUAL COSTIVE NESS, PALPITATION OF THE HEART, HEADACHE, PILES, NETVOUSNESS, and GENERAL PROSTRATION OF THE NERVOUS SYSTEM, no medicine has ever given such perfect satisfaction as the VEGETINE. It purifies the blood, cleanses all of the organs and possesses a controling power over the nervous The remarkable cures effected by VEGETINE have

induced many physicians and apothecaries whom we know, to prescribe and use it in their own In fact, VEGETINE is the best remedy yet disreliable BLOOD PURIFIER yet placed before the public

READ THE FACTS

TORONTO, April 3, 1880. 5 Bear Street. MR. H. R. STEVENS, Boston, Mass:-Sir-I have much pleasure in bearing testimony to the efficacy of your invaluable family medicine. VEGETINE. For three years I was a great sufferer from Chronic Rheumatism and Derangement of the Kidneys, and, after testing innumerable so-called remedies, in the Spring of last year, I was recomnended to give the VEGETINE a trial, and to perse vere in using it for some time. I did so, and in the course of three months found that a perfect cure had been effected, and I am now, thank God, in full enjoyment of the best of Health. I consider it the most effective remedy for the distressing complaints just mentioned, and for Indigestion ousness, and Liver Disease. It is very pleasant to take vitalizing and invigorating. I can most confidently recommend it, knowing the great benefits I have derived from its use, and consider I cannot overstate its great and important value to those similarly affected as I have been.

R. L. COLE,

SUPERIOR BLOOD PURIFIER.

TONIC FOR THE STOMACH THOROLD, ONT., Jan, 13, 1880.

H. R. STEPHENS, Esq.: I have great pleasure in certifying to the great benefits which myself and family have derived from the use of your excellent medicine, VEGETINE. I

censider it a superior blood purifier and tonic for the stomach. Yours truly. Yours truly, J. H. SIMPSON, Master West Side Public Schools.

Vegetine is Sold by all Druggists.

EXHIBITION. AN EXHIBITION OF

· LIVE STOCK.

FARM PRODUCE. MANUFACTURES, & ARTSopen to the Maritime Provinces, will be held Tuesday, Wednesday, Thursday and

Friday. 7th., and 8th October, next. The splendid new and Permanent Exhibition nection with the extensive Drill Shed and commo dious new Sheds and Stables for Stock, will afford ample accomodation and protection for all exhibits The Deep Water Terminus of the Intercolonia R. R. is close to the Exhibition Grounds, and Goods and Stock will be landed from Cars or Steamboats

or expense.

Exhibitors will be required to pay the freight from any part within the Province to St. John, one half of which will be refunded to them upon pressued for its return free, provided it has not been

will be passed free to and from St. John. tending Exhibitors desiring special allotment of space for the purpose of fitting up or arranging and the means of transport to and from it will be found superior to those of any former Exhibition,

and the cordial support of Agriculturalists, Manu facturers and the people generally is earnestly solic An office will be opened on and from the personal charge of the Secretary for Agriculture. and blank forms and all other information may be obtained on application by letter or otherwise at Agricultural Societies, or at the office for Agriculture in Fredericton.

JULIUS L. INCHES,



A LARGE EXHIBIT. are requested to make early application, it being desirable to locate the large exhibits as soon as pos-

JULIUS L. INCHES. Exhibition Rooms, City Hall, September 3, 188



TENDERS, addressed to the Postmaster General, will be received at Ottawa, until Noon, on FRIDAY,29th OCTOBER. for the conveyance of Her Majesty's Mails, on a proposed Contract for four years, once per week each way, between CHATHAM AND ESCUMINAC

made in a suitable vehicle drawn by one or more horses, subject to the approval of the Postmaste The Mails to leave Chatham on Thursday of each week at 8 o,clock, a. m., reaching Escuminac in seven hours and fifteen minutes from hour of de-Returning to leave Escuminac on Friday of each

week at 7 o'clock, a. m., reaching Chatham in seven hours and fifteen minhtes from hour of despatch. Printed notices containing further information as JOHN MCMILLAN.

Post Office Inspector's Office, St. John., Sept. 15, 1880. Sep22-3w

MANCHESTER

JUST OPENED: 25 Doz. Doz. Doz. Ladies' Bonnets, and Hat Shapes. Ladies President Cloth Mantles.

Ladies Knitted Wool Vests, Promenade. Sacks, Shawls, &c. 2 Gross Jute Switches. Gold and Black Brocaded Silk.

Black, Brocaded Silk. Satins in New Shades W. S. LOGGIE,

Farm for Sale.

The Subscriber offers for sale the Farm situated on the Great Roadleading to Fredericton, in th Parish of Blillfield, County of Northumberland. 200 ACRES

There is a good house, outhouses and barns. on the premises.

For further particulars apply to

MRS. ANN KELLY.

CPIRITS AND RYE WHISKEY .- Arrived from O Toronto: 15 barrels Goderham Worts' Pure & Worts' finest Rye Whiskey.

St John.

Miramichi Advance.

- - SEPTEMBER 30, 1880. British Wood Trade.

The Timber Trades Journal of 11th inst. publishes the following Board of Trade Returns of wood imports into Great Britain for the eight months ended 31st of August, 1880, compared with the corresponding period last year :-EIGHT MONTHS ENDED 31st AUGUST.

QUANTITY. Loads. Timber (Hewn.) Loads. Russia..... 80,980 229,980 Sweden & Norway ... 288,033 Other Countries.... 262,712 Total..... 856,997

1,453,943 Timber (Sawn or Split Planed or Dressed.) Russia 318,378 Sweden & Norway . . 803,336 Brit. North America. 564,799 Other Countries.... 160,194 220,120

2,326,404 Total......1,846,707 Staves (all sizes).... Mahogany (tons).... The same returns give the following

" " Sawn or Split, etc. 4,045,774 Staves and Mahogany show little difference in value this year compared

The increase of imports from Russia and Sweden and Norway, especially of sawn goods is remarkable, and in view of the supplies flowing into Great Britain from those countries, it is not difficult to understand that although Canadian deals have gone forward only moderately, prices have not advanced as much as might have been expected in response to the general revival of business. Were it not for the heavy supplies from Northern Europe there would now be something of the old-time profits in the New Brunswick lumber business. Referring to the ample supplies of Wood goods in Great Britain the Journal says :-

We have been seriously remonstrated with, sub rosa, by men eminent in the trade as too incredulous of the actual state of affairs abroad, and the impending difficulty of getting the enormous requirements of this country supplied without submit-ting to a formidable increase in the cost of wood produce. Our only appeal has been to the facts as they arise, and which it is our business to record in the interest of the trade; and it has appeared to us throughout the season thus far. that, if one country fall short in its exports of timber, our markets would be amply replenished by the superabundance of another. But in point of fact, so far from finding any difficulty in obtaining our customary sup-plies from Sweden and Norway, they have will not meet till February strengthens been coming forward in positive profusion, and in defiance of all calculation to the contrary, if the Docks and the Board of Trade give us even an approximation to faithful returns. Against the possible curtailment of shipments from British America, Russia has boomed up with more than usual resources, and by the aid of steam is invading our markets in force, and as to Sweden, no substitute is required to supply her deficiencies, at least up to the time we write, and, if it be fair to judge of the remainder of the season by that portion of it which is past, there will be ample stocks for the country to go on

with when the icy hand of winter closes up for this year the great sources of our We may add that cable advices of the present week indicate that deals and other lumber are receding in price. At Messrs. A. F. & D. Mackay's usual sale reported on 11th inst., three car Building erected on the Barrack Grounds in con- | goes of New Brunswick deals were offered and sold at fair prices, but we learn by letter that at the next sale by the same firm a large proportion of the deals offered were withdrawn, the bids being considerably lower than those of the preceding week. This is not an ensentation of the Freight Bill, and an order will be couraging condition of things, indicat ing, as it does, a rather "tender" margenerally in Great Britain and on the account, at prices which have not left much of a margin for our operators and

ket. Indeed, the experiences of the whole season have not been satisfactory, the same, are requested to make written applica-tion to the Secretary for Agriculture before the The accommodation for holding the Exhibition | Continent. The bulk of our lumber exports have, so far, been on contract shippers, and now, when consignments are to go forward on the market, it is disappointing to learn that its con-

dition is sensitive, if not weak.

The R. C. Buildings Insurance Case. So much of our space is devoted to the case of the Bishop of Chatham vs. the Western Assurance Company, and the evidence so clearly de velops its merits, that it is scarcely necessary for us to do more than direct attention to the matter. While this trial will lead to a better understanding of the modes of effecting insurance and, therefore, be a public benefit, it cannot fail to impress'the reader with the contrast presented between the two companies which had the risks on the Roman Catholic buildings at the time they were destroyed in 1878. Mr. Henry Jack of St. John is to be congratulated on representing a corporation disposed to act in good faith towards its patrons. The fact that the North British and Mercantile Company paid what it was entitled to pay, when it might have from the first JANUARY next. Conveyance to be sought to evade its responsibility, is to its credit and calculated to increase public confidence in the integrity of the

British Insurance Companies during business in this country. The Western Assurance Company, on to conditions of proposed Contract may be seen, and blank forms of tender may be obtained at the Post Offices of Chatham and Escuminac. the other hand, presents the spectacle of a large and wealthy corporation denying a large and wealthy corporation denying the acts of its general and special agents and seeking, in all the technicalities recognised by courts and available to our most astute lawyers, to evade its obligations under a contract which no honest man would dare to repudiate. It is a fortunate thing, in the interest of justice, that the Western Insurance Ladies' Rubber Gossamer Waterproofs, Company made a special agent of a clear-headed, prompt and methodical business man at Chatham in January 1878, when it became so anxious to secure the Bishop's risks; and it is commentary on the Western people's notions of right and justice that their anxiety to secure the Bishop's premiums on that occasion was only surpassed by their eagerness to stultify themselves some thousands of miles, on which the when a loss occurred, as they are shown traffic of the fruitful shores of Lake Winto have done by the evidence in the nipeg and that of the unknown wildercause, which has resulted in so fitting a rebuke of their course. His Honor, Mr. Justice Duff, charged to the point and left the jury on no uncertain ground as to their duty, which they performed so well. Dr. Barker's management of the means of conveyance of superfluous luxury case in Court sustained his already fine

reputation as a nisi prius lawyer, while

His Honor in commencing the charge, the case was an unusually complicated one. That the Bishop was so successful in it was, of course, mainly due to the justice of his claim, but had it not been for the earnest and faithful work of Mr. Wilkinson and the junior counsel at St. John, the result might have been different.

A CHANGE: -Those of our people who have occasion to travel between Chathan and Bay du Vin are much inconvenienced by the fact that some of the principal bridges which were carried away by the storm of last Autumn are not yet restored. They very naturally contrast this state of things with the experiences of the County when Mr. Kelly was a member of the Government, and cannot but be unanimous in the wish that a man of his push and power in such matters were now looking after 550.376 these interests. There has never been time in the history of the Province when so much dissatisfaction existed in reference to the management of our roads and bridges as now. This feeling is caused not only by the fact that so much of the work is unfairly placed by crooked means into the hands of a certain class or ring, who understand the art of making money out of their franchise, but also by delay in giving the public the accommodation they are entitled to. This condition of things has gone on so long that although we are averse to making complaints against our local rulers, it would seem an evasion of duty to longer refrain from reflecting public sentiment concerning the neglect and mismanagement of those charged with and well paid for the performance of public duties.

The Canadian Pacific.

OPINIONS OF THE PRESS.

(Mail.) Sir John Macdonald and his colleagues have done their work well, with enemies at home seeking to discredit their efforts. and even carrying the war into a certain section of the British press. Theirs was a task of more than ordinary difficulty, and its successful completion is as creditable to them as it will be satisfactory to the people of the Dominion who have waited for this happy result with the keenest anxiety.

Reports from London say that some agreement has been signed in regard to the Canada Pacific Railway, but nothing is said of the details, and we venture to say that nothing definite or final has been agreed this view of the case.

(The Times.)

LONDON, Sept. 17 .- The Times editorial

Railway have been begun at an expendi-

ture computed to amount with surveys to five or six millions sterling. At this point, however, the purse or the courage of the Canadian administration has failed it, and it has appealed to European capitalists a second time to accept a transfer of the risks | follows:and profits. The Prime Minister and his colleagues, who have within the past few weeks been visiting London, sailed for Quebec yesterday, taking back with them the welcome news that they have succeeded in their missson. A large part of the country traversed is exceedingly rich; the continual increase in British Columbia populousness bids fair to swell the traffic returns daily more and more. So, too, the stages, not only through the fertile belt of Manitoba, but even beyond to the neighborhood of the Rocky Mountains, may be relied upon to grow gradually self-sufficing Hungry English towns calling out to be nourished from the virgin wheat fields of the Canadian North-West, will feed the Pacific Railway engines on their passage toward the high land barrier of British Columbia. All these divisions of the line may be shown to be likely to maintain themselves. The warmest advocates of the undertaking do not venture to say so much for the 630 miles between Lake Nipissing and Thunder Bay. By common consent this is the pauper that the rest of that the rate of premium was to be 1% for had returned a copy of the plan of the the family will have to support. The wilds which this section has to traverse may possibly develop unexpected capacities of wealth. In the existing state of information the utmost to be said for its title to a railway, is that it is a necessary and Sisters' schools were located. The amounts marked on the buildings? link in the through traffic between Canada and British Columbia. In summer it is lonely and desolate. What it is in winter. how yet more savage and dreary, none can say with authority, for no Englishman seems to have ventured upon the experience. The through railway is in the bond. It is an element in the basis of the treaty of political union between British Columbia and Canada. No arrangement would be tolerated by the former which would put off to an indefinite future the completion of this unpromising stage of the journey. Vigor in prosecuting the rest | Company. would provoke instead of assuaging suspicions. A very different question is, whether the Dominion would not have been wise to retain for itself this especial burden and not endeavor to throw it upon European capitalists. If they accept it they do so solely because they believe the dose to have been sweetened to an extent which will be very costly to Canadian taxpayers; but a State is long lived, and can afford to wait for its profits provided that when they come they will recoup its losses sooner or later. The hope is that the Canada Pacific Railway will yield a noble profit on the outlay, weighted though it be with the Thunder Bay section. This future net profit, the Dominion signs away for momentary emancipation from engineering embarrassments. On the other hand it does not follow that this profit will fall to the shareholders, who, as the financier promoters of the undertaking hope, will take the concession off their hands at a handsomely enhanced price. Individual shareholders have to exist upon the proceeds of the enterprises upon which they embark. It is little comfort to them when | in the cause. they are hungering for immediate dividends that the prophetic eye can see thousands of miles of railway studded with villages, farmsteads and cities which have all paid heavily to the Company for the ground they stand upon and pay more heavily constantly still in fares for transit to and fro. Perhaps it may be found practicable by breaking the undertaking into sections to

failure almost impossible. As stated by ates of their customers the game they low's letter covering these was addressed tion and plan shewn to him by Mr. Jack, have captured.

Northumberland Circuit Court. Before His Honor Mr. Justice Duff.

THE CASE OF THE ROMAN CATHOLIC BISHOP OF CHATHAM VS. THE WESTERN ASSURANCE The case of the R. C. Bishop of Chatham vs. the Western Assurance Company, oc-

cupied the Court from Saturday 18th until Wednesday 22nd. F. E. Barker, D. C. L., Q. C., Wm. Wilkinson, Q. C. and R. F. Quigley, B. C. L. appeared for the Plaintiff, and S. R. Thom-

son, Q. C. and I. Allan Jack, Esq. appeared for the defence. sworn was composed of John McNaughton. Joseph King.

Jared Tozer. John McMahon, Richard Gremley, Daniel Lewis' Donald McLeod. R. F. Quigley, Esq., opened for plaintiff, stating the claim of the Bisho and the facts upon which he relied to prove his case. In the course of his remarks, he made the assertion that His Lordship was Trustee for every Roman Catholic in his Diocese, whereupon Mr. Thomson, for the defence, claimed that, in such case, Roman Catholics were disqualified jurors, and he moved to have two non-Catholic jurors sworn in place of Messrs McMahon and King, Roman Catholics. The motion was allowed and Messrs. James Reid and Charles Crammond were sworn in place of the two jurors named.

TESTIMONY OF F. E. WINSLOW'. ESQ. The first witness called was F. E Winslow, Esq., of Chatham. He resided in Chatham in 1878 and knew the buildings of the Bishop which were destroyed Knew Warwick W. Street, agent for Western Assurance Company, also Henry Jack, agent of the North British and Mercantile Insurance Company; was acting in 1878 and previously as agent for both these companies and also for the Stadacona and Royal companies. Mr. Street had been acting for the Stadacona; witness made application for policies, delivered policies and collected premiums. applicahim - he had but one loss. Mr. Street acted for the Stadacona and the Western after the St. John fire. Witness received

the following letter from Mr. Street. WESTERN ASSURANCE COMPANY.

TORONTO, CANADA. Names of officers, etc., are inserted here. WARWICK W. STREET, ST. JOHN, AGENT FOR NEW BRUNSWICK. January 14, 1878.

F. E. Winslow, Esq. Chatham Dear Sir :- Can you not obtain from the R. C. Bishop some insurance on his property in your town. I find he has \$10,000 running in the Agricultural which has "gone up." We are willing to take the whole of his insurance (that is Jack and myself) at a rate of 1% for wood and 3 for worth having. Yours truly. WARWICK W. STREET.

P. S.—Other companies are after this. W. W. S. After receiving this letter on 15th

to-day says: "Portions of the Pacific January, witness saw the Bishop and the latter said he did not know his position with the Agricultural. In the event however of his finding the buildings not insured he would give witness's application the preference. He thereupon, wrote as

CHATHAM, 16th January, 1878. W. W. Street, Esq., St. John. Dear Sir :- I have seen his Lordshi and if it turns out that the property is not insured, I will most likely send an ap-

F. E. WINSLOW. P. S.—The Bishop, I think, will give me a preference. Witness duly mailed the above and on the following day he received a reply as

follows :-(Same heading as before.)

JANUARY 17th, 1878. Dear Sir :- I have yours of the 16th inst. in re Bishop's insurance. You can take anything offered at from one to three consider a fair premium. There is not now any tariff on Dwellings, Churches, etc. Re Snowball Ret. prem., this will be paid by Company from Head Office.

Witness saw the Bishop immediately after receiving the above letter, and made its contents known to him. The Bishop and he agreed about the insurance and Bishop shewed witness through these buildings in connection with the insurance to Lawton of St. John to secure a mortgage. Respecting the premium, it was agreed that the Bishop was to give his note for it to witness, and witness was to received a letter or application for the insurance from the Bishop and forwarded it with a letter of his own to Henry Jack, agent of the North British and Mercantile

[Witness here stood aside to allow some

other witnesses to be examined SERVICE OF PAPERS, ETC. John Willet, Esq., of the law firm of Willet & Quigley, St. John, testified that he served a lot of papers on W. W. Street on 8th March 1878, at the office of the latter in St. John. Witness told Street that the papers were the proof, the Bishop's loss, and if any further proof was required. his firm would furnish it if in their power Witness did not recollect that Mr. Street made any reply. He never applied for any further information. On the previous day witness offered Mr. Street \$100 as premium on the insurance for the Bishop and demanded a policy. Mr. Street de clined to accept the premium and said there was no insurance, as no application had been made to him or the Western Witness had also tendered the premium to F. E. Winslow on 5th March, and that gentleman said he had no authority to

[Preliminary proof was here put in and read, as proof of loss, but not as evidence

TESTIMONY OF HENRY JACK, ESO. Henry Jack, Esq., agent of the North British and Mercantile Insurance Company at St. John, testified that he received at St. John a letter from Mr. Winslow enclosing the Bishop's application for insurance and plan of the R. C. Buildings at Chatham. The plan was handed to Mr. Street for his clerk to make a conv the clerk in Mr. Street's office. Witness did not remember seeing the plan afterwards. Witness was of opinion that Mr. nesses on the north of Lake Superior are Street gotithe plan only and not the letter brought into a confusing hotch potch. The letter from the Bishop was either lost Even some prudent investors might be or mislaid. Witness could not now find willing to help to provide Manitoba farm- either the letter or application.

ers with a railway who would think such | F. E. WINSLOW, ESQ'S. EVIDENCE RESUMED. Dr. Barker offered in evidence Mr. Mr. Quigley, had prepared the case They may be trusted to know how to February, '78.

and Mercantile, and not to Mr. Street the risk and telling Mr. Jack to go and agent of the Western.

stood alone, Mr. Thomson's position would probably be correct, but the Plaintiff had put in a letter from Mr. Street connecting him in the matter with Mr. Jack, and before the case was ended Pltff. would connect the whole together.

His Honor decided to admit the evidence offered, subject to Mr. Thomson's objection. His Lordship's letter or application was read as follows :-

Снатнам, N.B., Feb. 7th, 1878. F. E. Winslow, Esq., Agent North British and Mercantile Insurance Company, Снатнам, N. В. Dear Sir :- In accordance with the intimation which you had the goodness to

make to me to the effect that the Company for which you are agent, would be willing to insure our buildings, isolated as they are on the hill at the South side of the town of Chatham, at the same rate for which they have been insured in the Canada Agricul tural Insurance Company, which is said to nsurance on them in tayor of James Law ton, Esq., of St. John for ten thousand lollars (\$10,000) that being the amount of a mortgage which he holds on said property-that is the same risk which the aforesaid Canada Agricultural Insurance Company had for three years, at two per cent. The policy or policies of said risk are in the hands of Mr. Lawton from whom Mr. Jack of St. John can have them to draw out the new policies. Also I should like to have a similar amount insured on the same buildings in my own favor at the | pany. same rate and in the same Company.

I remain, dear sir, very truly yours,

+ JAMES ROGERS. R. C. Bishop of Chatham P. S .- For position of said buildings, would refer to the map of the County of Northumberland published by Roe & Colby of St. John. on which there is a rlan of the town of Chatham and our two groups of buildings in question, west of St. John Street, marked thereon as "Convent" and "Cathedral."

Mr. Winslow's letter accompanying the above was put in and read as follows:-Chatham, 7th February 1878

H. Jack Esq., St John. %, which would be about fair. If the North British and Western will do it and plan furnished is sufficient, telegraph me in morning. The meaning of application is \$5,000 on each of Blocks-that is \$10. 000 in favor of James Lawton to secure mortgage, and an additional \$10,000-five | subject to objection. thousand on each-in favor of the Bishop. The risk is quite isolated as regards other buildings and great care has been taken in way of precantion against fire,

Yours truly. Dr. Barker now proposed to put in a telegram sent to Mr. Winslow in response to request in the above letter. After obection by Mr. Thomson, on the ground that Mr. Jack had no authority from Mr. brick. Please look into this as it is quite Street to send it, the telegram was put in and read, subject to objection as follows: St. John, Feb. 8th, 1878.

To F. E. Winslow, Chatham.

and I think it a good risk-the best in

Street and I take ten thousand each HENRY JACK. Witness (Mr. Winslow) was sure he communicated the contents of the above telegram to the Bishop; was pretty sure he showed the telegram to him immediately after its receipt. On the morning of the 14th February, 1878-after 12 o'clock on the night of the 13th-the easterly group or block of buildings was destroyed by fire. The cottage attached was very much injured, but not destroyed. Witness subsequently paid the money for the North British and Mercantile to the

In cross-examining Mr. Winslow, Mr. Thomson sought to show by a letter of Mr. Jack, dated 9th February, that the latter desired the Bishop to apportion the amount at risk on different parts of the buildings, and there was conside able discussion between Messrs. Barker and Thomson in reference to the mode of get. ting in this evidence. Witness said he reyears, and at such rates as he has been in ceived the letter referred to and handed the habit of paying, or at whatever you it to the Bishop, with a request for the fulfilment of its requirements. It was quite probable also, witness said, that he talked over the requirements with His Yours truly, WARWICK W. STREET. Lordship, although they were such as

to make it almost impossible to comply Question by Mr. Thomson-In that conversation did vou tell him that Mr. Jack a year. In company with His Lordship R. C. buildings and church, and required he examined the premises thoroughly - him to put a specified amount on each the group embracing the Bishop's residence, building, so as to make up the \$20,000 on Cathedral and Christian Brothers' College, the whole, and that the plan was to be and also the group in which the Convent returned to Mr. Jack with the several

Witness-I think that was in the letter, and I have no doubt I talked it over with risk and said he wanted \$10,000 on each | the Bishop. I told him the company reblock. He said he wanted \$10,000 payable quired the amounts to be apportioned, and he sent the plan back to me. I think I told him he had not done it satisfactorily. This was in consequence of a letter, which I think I received via Newcastle on 15th pay the Company. Witness subsequently Feby. Had it not been directed by way of Newcastle I would probably, have received it on 14th Feby.

Witness was next questioned by Mr. Thomson as to his agency for the North British and Western Insurance Companies. He showed that he had been acting for both when he was located at Newcastle, and that he continued so to act after his removal to Chatham. It was not custom. ary for applicants to pay premiums at the time they applied for policies. Witness' rule was to forward applications, deliver the policies when received and pay the premiums himself when they were called for. He would not swear that be had any authority from Mr. Jack to take that course or from Mr. Street either.

In re-examination by Dr. Barker, witness said his impression was that he handed the letter of Mr. Jack, accompanying the returned plan, to His Lordship in person. In dealing with Mr. Jack, the acceptance by him (witness) of an application insured the risk, and it was the same in his dealings with Mr. Street. In two instances. with the latter gentleman, he received interim receipts for 30 days. He used, some cases, to remit premiums soon after receiving them, but sometimes not for a month-with Mr. Jack two months would sometimes elapse. Witness never collected a premium until hedelivered the policy, and as for this insurance, be had agreed with the Bishop to take his note and discount it, paying the premiums with the proceeds, himself. The Bishop's claim against the North British on account of the fire, was finally paid through witness. RICHARD F. QUIGLEY, ESQ.

John, was the next witness called. Afmoderate the splendid risks of a railway of of it, and a copy was made by Mr. Frink, ter giving evidence as to his knowledge of the loss, the agency of Mr. Street and Mr. Jack, for the respective Companies represented by them, he referred to conversations he had, as one of the legal representatives of the Bishop, with Mr. Street at St. John, in which the latter mainly denied liability. Witness had discussed certain propositions for settlement of the insurance claims with Mr. for the red Indians and bisons, but that is Winslow's letter enclosing the Bishop's Ewing, who came down from Montreal

send a telegram saying "Street and Dr. Barker replied that if this letter I take ten thousand each"—the Western Company could not resist the claim or say there was no contract. Mr. Street had then said to witness, it was true he had seen the application and plan before the telegram was sent, and that he authorised Mr. Jack to send the telegram, but he directed witness' attention to the letter sent by Mr. Jack, asking for a distribution or apportionment of the amount at risk. He claimed that as that distribution had not been made, there was no insurance. He admitted that copies of the plans had been made in his office. In the last conversation of witness with Mr. Street the latter said he did not know whether the Western would pay or not. Mr. Ewing fell sick at St. John, and on his recovery left, after which there was a lull in the proceedings for a time. Shortly after he met Mr Street on the street in St. John, and asked him whether his Company intended to pay. have failed-I beg to request you to effect | He said he did not know, when witness said if they did not, he intended to take legal steps to recover for the Bishop. He also asked Mr. Street if he would accept service of the writ. Mr. Street said h would, but he asked witness not to bring action, but to go on and negotiate a settlement with the North British and Mercan-

Mr. Thomson objected to this testi-

tile, and he assured witness that the

Western would pay as much as that Com-

Dr. Barker replied that the defence contended that if there was a contract at all, the present action should have been brought within six months after the loss. He contended that there was no such condition, but if there was, this evidence proved a clear waiver of it; again, any conversation with Mr. Street, who represented the Western was relevant testi-

Mr. Thompson, in reply, argued that there was no allegation of waiver in the Dear Sir:-Enclosed find the Bishop's declaration, and it was not competent for subject of the Bishop's insurance, and at application just rec'd-6.30 p. m. He has the Plaintiff to give evidence of it without last, he told him he did not wish to say it being there. The defence should not anything about it. He never said to Mr. thier at Murray Bay. in the Charlevoix be taken by surprise in this way, as they did not come to answer a case of waiver. The point was further discussed. Dr. Barker quoting authorities in support of his position and the evidence was finally admitted.

assurance to him, that the Western would pay as much as the North British, if action were not commenced. This conversation was in consequence of this conversation that Witness did not commence an action againit the Western in June.

Witness next detailed the circumstances leading to the amicable settlement of the Bishop's claim by Mr. Jack's Company and the payment of \$4,000, of all of which he informed Mr. Street.

Mr. Thomson objected to this evidence of conversations, with Mr. Street after the loss because, 1st., Mr. Street was not authorised to bind the Western in the matter; 2nd., it was only an attempt to negotiate a settlement; 3rd was a kind of trap laid for the Western. The evidence was, however, admitted Witness next gave evidence of Mr. Kenny, Inspector for the Western, visiting St. John and being introduced to him at his (witness s) office, by Mr. Street; and of a long conversation had then and there. which he urged the Bishop's claim, reciting the correspondence given above, and other circumstances and negotiations, his arguments being at first met with objections already referred to, and others. Finally Mr. Kenny said he could, himself, do nothing in the matter, but he requested witness to put his views of the case in writing and forward them to the head towards a better understanding of the dispute. Witness wrote to the Company, as desired, a copy of the letter being-after

thereto repudiating any liability. Witness was further examined and pro ed other letters in which it was proposed by the Bishop that the matter should rejected by the Western, who contended them to Mr. Jack's office. they were not on the risk and that there was, therefore, nothing to arbitrate upon. Mr. Street did not, at any time, object to | suit-

In cross-examination Witness, by request of Mr. Thomson, read the letters, etc. which he had read to Mr. Kenney in his | sealoffice, together with some others respect. ing the cancelled risk of the Bishop in the

MR. JACK'S TESTIMONY RESUMED. Henry Jack, Esq., agent of the North British and Mercantile Insurance Co. being re-called testified to Mr. Street's agency in the Western in 1878, witness having transacted business with him as such in that year, and previously. Witness communicated the contents of Mr. Winslow's letter and that of the Bishop to Mr. Street when he received them, and he sent the telegram "Street and I take \$10. 000 each " to Mr. Winslow after he had communicated the contents of that gentleman's letter to Mr. Street. It was the custom in St. John to give credit for pre-

miums of insurance. Being cross-examined by Mr. Thompson. Witness said he either showed or read Mr. Winslow's letter, enclosing the Bishop's application and plan, to Mr. Street before sending the telegram. Mr. Street authorised witness to send the telegram and told him he would take \$10.000. He gave witness no form of telegram but after saying he would take \$10,000 told witness to telegraph to that effect.

This closed the Plaintiff's case.

THE DEFENCE. Mr. Thomson moved for a non-suit claiming that Plaintiff had no case; if any contract could be spelled out of what had been submitted to the court it was with the North British and not with the Western, but he argued that there was no contract, even with the latter Company: any privity there was was with the North British; the Bishop did not accept the risk when offered by Street, and Street was dropped; there was a letter of 16th February 1878 from Mr. Winslow, asking "if the insurance had been effected," and negotiations were going on for insurance when the fire occurred

Mr. Thomson argued on this point and further claimed that no action would lie against the Western on the telegram of of the Law firm, of Willet & Quigley, St. Mr. Jack, or that, at most, it would compel issurance in the form of the policies. The telegram was not considered final as the subsequent correspondence showed, and the Bishop did not consider the contract as completed. Winslow also wrote on 12th February, "if not we must try again." There was no promise to pay the premium to Western and no premium was paid and there was, therefore, no consideration for insurance. Mr. Thomson argued his points a matter for the fortunate possessors of letter or application for insurance and also in connection with the matter, and pursuant opened for the defence, denying liability this accounted for the correspondence with Mr. Wilkinson, aided so effectively by the Canadian concession to consider. application or letter of the Bishop of 7th thereto talked the subject over with Mr. of the Western, denying Mr. Jack. His Lordship it seemed would TRAPS, NETS & SEINES, Mr. Quigley, had prepared the case with sauce to suit the varying pal
Mr. Quigley, had prepared the case with sauce to suit the varying pal
Mr. Henry give Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference, and it the correspondence — the Bishop's application objected, as Mr. Winslow the preference — the Bishop's application objected — the Bishop's applicati

"Street I will take \$10,000 each," and to Mr, Jack, agent for the North, British and-with these in his hands-accepting that there could be any insurance in the absence of the apportionment or distribu- merely descriptive. The application of tion asked for. Mr. Jack said the defence Winslow was made on behalf of the proposed to prove these and other pleas. The first Witness for the defence was

WARWICK W. STREET. who testified that he was agent in 1878. Winslow. A general agent cannot deleand previously, in New Brunswick, for the Western Assurance Company. F. E. Winslow was agent in Newcastle when he Mr. Winslow's letter enclosing the Bishop's lived there, but witness had also an agent at Chatham. Mr. Winslow was not agent in Chatham. He never authorized Mr. Winslow to give credit for preminus. Mr. if the plan had not been sufficient one W. usually forwarded premiums collected | would think it would have been so stated. at the end of each month-sometimes If the jury believed that Mr. Jack was oftener. Witness was in the habit of re- authorized by Mr. Street to send the teleceiving policies from Head Office signed Mr. Thomson here offered a form of

After argument His Honor ruled in favor | they must find for the Defendant. His of Dr. Barker's objection and the policy Honor also referred further to the usage was not admitted. Witness resumed -Mr. Winslow was some other minor points.

living in Chatham in 1878. After receive.

words "I think the Bishop will give me a preference" witness heard no more from him or the Bishop about the insurance. Neither did he hear from Mr. Jack until the latter told him of the Bishop's application of 7th Feby 1878 and read a portion of Mr. Winslow's letter which accompanied it. Mr. Jack did not then, nor until long after the fire, show him the Bishop's letter. Witness got the plan of Esq. for defendant, the property from Mr. Jack and had copy of it made in his office by Mr. Frink, sent the plan and copy to Mr. Jack and never saw them since. Witness never tered for Plaintiff, \$390. authorised Jack's telegram to Mr Winslow. He did not authorise any particular telegram and never heard of the telegram till long after the fire. It was not true that | sine die witness told Mr. Quigley that he had seen the Bishop's application or Mr. Winslow's letter. Mr. Quigley importuned him on the street frequently and tried to have confidential conversations with him on the Quigley that the Western would pay the claim if the North British pursued that personal and private account and as his

opinion that it the North British paid the Western would probably do so too, if Witness resumed, re-stating Mr. Street's they did anything. Witness never asked colonial Railway, between a special freight Mr. Quigley not to commence an action against the Western. Witness did not from Rivere du Loup, was killed, but no hear much of the conversation between other persons were injured. The Railtook place in the latter part of June. It Mr. Quigley and Mr. Kenny. He merely way property was badly damaged. introduced them and stayed a short time In cross-examination by Dr. Barker | We are authorized by the Canadian Minis-

at New York. His reason for writing to Mr. Winslow in reference to the Bishop's in his letter to Mr. Winslow was without that gentleman's authority, but as he and that it would be all right. He did not know that any other Company or Companies were after the Bishop's risks, but he placed the postscript to his letter incentive to prompt action by Mr. Winslow; did not then know that Mr. Winslow was acting for Mr. Jack at Chatham and Neworiginals and renewals. Witness looked to Mr. Winslow for the premiums on In re-examination, witness said he told

Mr. Jack he would take half of the \$20 .office, and he had no doubt they would assist | 000 risk, but it must be apportioned and Mr. Jack said he would take it only in that way himself. Jack asked witness if he might telegraph Winslow that he (Street) objection by Mr. Thomson-put in evi- would take half the amount (\$10,000) and dence together with the Company's reply the latter said he could, provided he put specific amounts on each building. R. WARNFORD FRINK

who was clerk in Mr. Street's office in 1878, testified to copying the plans referred

That no action can be brought against a corporation for breach of contract unless said contract is under the company's

That even though the telegram in evidence might appear to make a completed contract, if circumstances subsequently occurred which made it appear to the parties, or either of them, that it was not intended to perform a completed contract, it would, from the time of such knowledge bune, it is said, for a column a year, reand in the absence, in the meantime of breach of it, cease to be a contract, or

pondence between Mr. Jack and Mr. Winslow, the agent of the Agricultural Insurance Co. and the Bishop and the latter and Mr. Winslow, the purport of which is sufficiently disclosed, so far as it affects a general understanding of the case, in the above testimony.

THE CLOSE. Mr. Thomson then addressed the jury very ably and was followed by Dr. Barker in a terse and logical speech. But for the fact that our report of the evidence, etc. is already so full as to occupy a pretty to accomplish a certain and sure remedy large share of our space, we would give the for this disease and its effects, such as points made and cases cited in support by | Sour Stomach, Heart-burn, Water brash,

ed by more complications than any case that had ever come before him in his judicial experience. The plaintiff's case was this,—that in January '78 the Bishop had insurance to the amount of \$20,000 in the Agricultural, Company, but owing to that organization being in difficulties, and Mr. Street agent of the Western being anxious to secure the risks of His Lordship, the latter applied thro' Mr. Winslow, for insurance, pursuant to request of that gentleman therefor, acting on the suggestion and at the request of Mr. Street. In regard to Mr. Street's second letter, it was a special direction and authority from him and of the office he represented, to take that particular risk. This letter was shown to the Bishop, who took time to ascertain his position in respect of the Agricultural Company, and having done so took the proper steps to secure the insurance. His Honor said he would direct the Jury that if the correspondence did take place as shown in evidence, if Mr Winslow fixed the rate, and Mr. Jack had Mr. Street's authority to send that telegram, and Mr. Winslow shewed the telegram to the Bishop, then the contract of insurance was effected and no subsequent correspondence would affect it. His Honor referat some length, but His Honor refused the red to Street's first letter in which he motion for non-suit and I. Allan Jack, Esq. | wrote "Jack and I" will do so and so, and

tion being addressed to Winslow as agent of the North British and Mercantile was Western, not the North British, as Street's first letter showed. The second letter of Mr. Street was a special authority to Mr. gate his authority, but he may depute an agent for a special purpose. His Honor read application, in which the former used the words, "if plan is sufficient telegraph me in the morning." His Lordship said gram, they would find for the Plaintiff. Subsequent correspondence would not affect the contract. If, on the other hand policy in evidence and Dr. Barker objected. | they thought Jack had not such authority respecting the payment of premiums and

The Jury, after been out a short time returned to Court and rendered a verdict ing from him the letter closing with the for Plaintiff of \$5,000 with lawful interest.

OTHER CASES. The next case, Dickens et-al vs Snowball, was moved for trial and after Plffs. case was in, they made a proposition for settlement which was finally agreed to on the part of defendant. Dr. Barker and W. A. Park, Esq. (for Mr. Tweedie) appeared for Plaintiffs and W. Wilkinson.

John McDonald and wife, vs Neil Mc-Dougall, an undefended case of trespass was next disposed of-a verdict being en-

The case of Swim vs Wallace was, on application of Mr. Williston, postponed until next term, and the Court adjourned

Telegraphic Notes and News.

[We were obliged to hold over our usual selections under this heading last week and, therefore, give a few of the items of news which should have appeared earlier.] Judgment has been given by Judge Roucontested election case. Mr. Perrault, the sitting member is maintained in his seat. course. He might have said on his Mr. Cimon being condemned to pay the

costs of contestation. A Collision occurred on the night of the 15th inst., at 10.15, at Elgin Road, Interand a ballast train. Conductor Gagnon,

TORONTO, Sept. 17.—Globe specials— London September 16.—The Times says: witness stated that he was not now in | ters to state that a contract has been made employ of the Western, but of the Phœnix, by the Dominion Government with certain capitalists in London, Paris and America for the construction of the Canadian Paciinsurance and not to his regular agent at | fic Railway, such contract with all its de-Chatham was because he thought Mr. W. tails to be subject to the approval of the would have the most influence with His | Canadian Parliament which will meet in Lordship and would be the most likely to February next. The other letters which secure the risk. His mention of Mr. Jack | we have received upon this subject it is now unnecessary to publish, as it is to be inferred from the above announcement that Mr. Jack took business together he felt any idea of an appeal to the public for capital to carry out the undertaking which it has been thought was contemplated, has for the present at least been abandoned. Wiser counsels have no doubt prevailed. stating such to be the fact merely as an It has probably been thought better from every point of view to proceed more slowly with the construction of the line, by which money will be saved in the end. castle; was constantly in the habit of giving | while all the desired objects if somewhat credit for premiums at St. John-both on delayed will be perhaps more surely and

solidly achieved. TORONTO, Sept. 16.—By cable to the Mail: - London, September 15. - The reports hitherto cabled to Canada of the success of the Pacific Railway negotiations were premature, as the allegations that they had been broken off were entirely without foundation. The article in the London Times stating that the mission of the Ministers had proved successful, was also premature, and there was no truth in the alleged terms of the contract. To-day the Ministers concluded a contract for constructing and working the road with capitalists of London, Paris and America, left to arbitration, which proposal was also to. He had never seen them since taking subject to the approval of the Dominion Parliament. No details are given, but Mr. Thomson here added to the grounds | there is the best authority for saying that which he had already stated for a non- the negotiations are absolutely complete, and that Parliament will be put in possession of the fullest particulars before it is

asked to commit the Dominion to the con-ADVERTISING PAYS:—It is sometimes questioned by merchants whether advertising pays. The question will hardly bear discussion in the light of the following facts, rates for transient advertise. ments being figured. The Chicago Triceives \$26,000. The New York Herald receives for its lowest price column \$39cease to contain any of the elements of a 723, and for its highest \$348,000. The New York Tribune, for its lowest \$29. Mr. Thomson also put in some corres- 764, and for its highest \$85, 648, and these papers are never at a loss for advertisements to fill their columns. Their patronage comes not from any desire to assist the respective papers : but from business men who find it profitable to "advertise."

-Atchinson, Kan, Patriot. The American People.

No people in the world suffer as much with Dyspepsia as Americans. Although years of experience in medicine had failed Sick Headache, Costiveness, palpitation His Honor, in summing up, characterised | of the Heart, Liver Complaint, coming up the suit as a very important one, surround. of the food, low spirits, general debility, etc., yet since the introduction of GREEN'S AUGUST FLOWER, we believe there is no case of Dyspensia that cannot be immediately relieved. 50,000 dozen sold last year without one case of failure reported. Go to your Druggist and get a Sample Bottle for 10 cents and try it. Two doses will relleve you. Regular size 75 cents.

Piano Drawing.

To be drawn at the Temperance Hall, on MON-OAY the eleventh day of October next at 6 o'clock m. A first class Piano made by Haines Pros. ew York and valued at \$500.00 Parties wishing to take one or more tickets vamine the instrument can do so at any time by olving to M. S. Benson, or calling at Mrs. Edward Tickets \$1.00 each, or 6 for \$5. Chatham, Sept. 20th, 1880.
MRS. EDWARD WILLISTON.

REFERENCES. John J. Harrington, W. Hudson Matthews, Roger Flanagan, Wm. Muirhead,



We are fully prepared to Supply all kinds of

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