ET CAPITAL PRIZE \$75.000. Tickets only \$5. Shares in proportion.

Louisiana State Lottery Company " We do hereby certify that we supervise the arrangements for all the Monthly and Semi-Annual Drawings of The Louisiana State Lottery Company, and in person manage and control the Drawings themwith honesty, fairness, and in good faith similes of our signatures attached, in its advertisements.



Incorporated in 1868 for 25 years by the Legisature for Educational and Charitable purposes-with a Capital of \$1,000,000—to which a reserve fund of over \$550,000 has since been added. By an overwhelming popular vote its franchisa was made a part of the present State Constitution adopted December 2d A. D. 1879. The only Lottery ever voted on and endorsed by the

It never scales or postpones Its Grand Single Number Drawings take place monthly.

A SPLENDID OPPORTUNITY TO WIN A FORTUNE. THIRD GRAND DRAWING, CLASS C, IN THE ACA-DEMY OF MUSIC, NEW ORLEANS, TUESDAY, MARCH 10, 1885-178th Monthly, Capital Prize, \$75,000 00.000 Tickets at Five Dollars Each. Fractions, in Fifths in prodortion.

LIST OF PRIZES.

Application for rates to Clubs should be made onlyto the Office of the Company in New Orleans. ull address. POSTAL NOTES, Express Money Orders, or New York Exchange in ordinary etter. Currency by Express (all sums of \$5 and npwards at our expense) addressed

M. A Dauphin,

or M. A. Dauphin. 607 Seventh St., Washington, D. Make P. O. Money Orders payable and address New Orleans National Bank,

FLOUR. BACON, &C.

52 Roles Spiced Bacon. 10 Half Chests Oolong Tea. 10 Cases Evaporated Apples. 2 Cases Brown Nutmegs. 15 Cases Canned Peaches. 5 Bags Almonds. 25 Boxes Welcome Soap.

JUST RECEIVED.

GEO S. DeFOREST.

The Directors of the Chatham Skating k beg to inform the public that

Season of 84-5

May be obtained either t Mackenzie's Drug Stor orifrom the Secretary.

Season Tickets-SKATING FAMILY TICKETS \$ 6.50-This ticket will enade eglivirp for the season, said three members to

1st,—The parent and one child, (the latter to mean any child except a young man of IS years or over)
2nd.—A widowed parent (or a guardian) and two children (excepting young men of 18 years or designated) will receive tickets (excepting v men over 18 years of age) at \$1 each.
GENTLEMAN'S TICKET, \$4 50, entitles the holder to skating and promenade privileges for the season, All ages over 12 years to be included in this class of ticket holders. LADY'S TICKET, \$2.50, entitling the holder to skating and promenade privileges for the season.
All ages over 12 years to be included in this class.

CHILD'S TICKET, \$2 00, entitling the holder to skating and promenade privileges for the sea-son in the day time, but will not include evening kating. Ages under 12 years only to b cluded in this class of ticket holders.

Season Tickets-Promenade Only. GFNTLEMAN'S TICKET, \$2.00 LADY'S TICKET, These tickets entitle the holdens to promenade

Monthly Tickets. GENTLEMAN'S TICKET, \$2.00. LADY'S TICKET. These tickets entitle the holder to skating and

Single Admissions.

promenade privileges for the period of one month from date of issue only.

Single Admission for Skating 25 ets., or S Tickets (each of which will entitle the holder one day's skating) for \$1.00. Single Admission to Promenade (Band Nights) 10c Holders of aforesaid tickets will not thereby be entitled to Admission on Carnival Nights, as all Carnivals and such Entertainments are Extra The Rink will, at all times, be under the supervision and control of two members of the Board of Directors, assisted by a competent Janitor, and proper order and discipline may be relied upon, and good behaviour will be strictly enforced. The Rink will be opened on Mondays, Tuesdays. Thursdays and Fridays at 1 p.m. and close at 10 p., m. On Saturdays it will open at 10 o'clock, a. m. and close at 6 o'clock p. m., intermission of one hour each day between 1 & 2 and 6 & 7

> MUSIC WILL BE FURNISHED BY THE

Two evenings eachweek from the opening of the in 20 days for \$5, and also for a sum of season.

Notice of the Rink being open for Skating will be given by hoisting the Rink Flag as wellas by GEO. WATT, D. FERGUSON. President.

The following popular cough remedies are kep nstantly in stock, viz,—

WILSON'S CHERRY BALSAM, HARVEY'S RED PINE SYRUP, RED SPRUCE CUM SYRUP, WHITE SPRUCE CUM, ENCLISHMAN'S COUCH MIXTURE,

Pendleton's Cough Syrup, Wistar's Balsam of Wild Cherry, Boschee's German Syrup, Allan's Balsam, Ayer's Cherry Pectoral, Bicker's Syrup. Brown's Bronchial Troches, Bellom's Compound Syrup, Emulsion Cod Liver Oil, Pure Cod Liver Oi at

THE MEDICAL HALL. J. D. B. F.MACKENZIE Chatham, N. B., Ja

Miramichi Advance.

CHATHAM, .. · · FEBRUARY 19, 1885 The Senatorship.

An Ottawa despatch of Wednesday last says, "Pascal Poirier, when asked about the Senatorship, professed to know nothing more than the papers stated but admitted that he had many friends working for him and appeared to intimate that his chances were the toward all parties, and we authorise the best. Poirier thinks that the longer Company to use this certificate, with fac- the matter is delayed the weaker his chances will be. Men well acquainted with ministerial views think his chances the best, notwithstanding that Hon. Mr. Mitchell is not among his support-

The Judgeship.

The vacant Senatorship question ha been entirely overshadowed in interest among New Brunswick politicians at home and in Ottawa by that of the Supreme Court Judgeship vacated by the death of Judge Weldon. It is said Sir Leonard favors his cousin, D. L. Hannington, Esq., of Dorchester, while Sir Hector Langevin's candidate is Mr. Landry. Mr. Mitchell backs the professional office-seeker, Dr. W. H. Tuck, while Mr. Burns and others very properly desire to see Judge Watters of St. John promoted from the County Judgeship to the higher position. The appointment of Judge Watters would give more general satisfaction than any other that could be made.

were correct.

or implied covenant therein, and Mr.

Lawlor cited a number of authorities

which he contended supported his view,

viz., - Jardine vs. McAuley, 5 All. 372,

10 C. B. 560. Price et al vs. Moulton,

NEWCASTLE 12th Dec., 1878.

ALEX. FERGUSON.

This is to certify that if James Robinson, of Nel-

son, pays me the sum of two hundred and forty

dollars, together with any other debts and ex-

penses between him and me that I will then re-

convey to him the land and premises conveyed to

The Defendant then stated that he

afterwards on the 19th June, 1879, at

said was in the hand-writing of Ferguson.

discharge of the mortgage. I came over

to Newcastle to see Mr. Ferguson and pay

him; went into Mr. Jardine's and Alex.

Ferguson was there. I told him that I

said that was all right and what he liked,

and he got some paper, pen and ink and

figured up what I owed him, and I asked

him for a discharge for the mortgage and

he said he could not that day attend to

it, but would give me a receipt which

was just as good till he had time to see

about it. I paid kim on that occasion

every cent that he claimed and every

cent I owed him. I paid him in Chatham

May, 1879, \$30. That was between the

time I got the certificate from him and

the time he gave me the receipt. At the

time I paid the money at Jardine's Mr.

Ferguson figured the notes in the calcu-

lation of the amount I paid. He said he

had not the notes with him, but would

was a poor way of doing; that if anything

happened to him or me there might be

some trouble about it. He said he would

Defendant's wife said she saw Mr

Ferguson give the receipt to her husband

made use of the expression "it was as good

this action. The Defendant also said, in

regard to the chattel mortgage-that he

allowed a horse (mentioned in the mort-

gage) to be taken by the Sheriff out of

After Deft's. evidence was in, Plaintiff,

in Ferguson's writing, but that, in fact

the receipt was not the receipt of the tes

Mr. Williston, his Attorney, were called,

claimed they were taken by surprise by

this evidence, and the Judge, in the ex-

ercise of his discretion, allowed the De-

the writing was Ferguson's. Thereupon,

Mr. Davidson and Mr. Adams were called.

Both said they had seen much of Fer-

writing and was not genuine.

as gold.

that mortgage.

had come over to settle with him.

was substantially as follows .-

1 Hurls and Norman, B. and L., 54 56.

Defendant's contention.

Northumberland County Court.

January Term 1885. Before His Honor Judge Wilkinson. Court opened with the usual proclamations and formalities 28th January 1885.

Trial docket was as follows-.- Jasper Wry vs. John Shirreff. E. P. Williston for plaintiff, Richard Adams and L. J. Twee-2. - Denis McAvoy vs. Francis H. Jardine, E. P. GilbertQ. C. Counsel Mr. Davidson Q.C. Attorney and testament of Alex. Ferguson, deceased George Gilbert Q. C. Counsel, Johnson and Murray Defendant's Attorney R. A. Lawlor, Counse 4 James Robinson Executer of the last Wil

and Testament of Alexander Ferguson, deceased vs. James Robinson and Mary Jane Robinson P. Williston for plaintiff -Charles M. Bostwick and James J. Bostwick vs. James McMurray. L J. Tweedie for plaintiff. 6-George Murray, vs. James McMurray. L. J. I weedie for plaintiff, Richard B. Adams Attorney or defendant R. A Lawlor Counsel. 7 John Shank and Richard Burbridge vs. Geo. Cassiny. L. J. Tweedie for Plaintiff, Johnson and

8—George Savoy vs. Angus McEachren and Margaret McEachren. Johnson and Murray for aintiff, L.J. Tweedie for Defendant. 9—George Watt vs. Samuel Rigley, John Sadler, Daniel Crimmen and William Muirhead, jr. Sam. Thomson for Plaintiff. Bastardy Cases.

The Queen at the instance of the Alms House Commissioners for the County of Northumberland vs. Michael Mullin, charge of Bastardy on complaint of Sarah Scott. No. 1.—This cause was postponed on affidavit of Mr. Adams, showing action

brought 11th Nov. - appearance and plea delivered 26th November-noticed for trial 5th Jan. 1885-material witnesses residing on P. E. Island wanted-application to postpone till July granted on the usual terms of paying costs of the day. No.2. -Mr. Geo. Gilbert, Q. C. moves for follows, -

for trial on behalf of Defendant. The Record in this case was filed by the Defendant as ordinarily may be done in an action of replevin, but Mr. Davidson raised the ques tion if there was in this case a proper rec. ord filed and contended there was not-and that the cause was not at issue and therefore not triable at the present court. He explained the action was replevin, and to the declaration the Defendant had pleaded the general issue by statute, but there had been no notice to reply, and without such notice the Defendant could not join the issue for the plaintiff; and as a matter of Skating&PromenadeTickets fact the defendant had not joined the issue for plaintiff; and therefore he contended there was no issue to try. The facts were made to appear to the Court by affidavit, and Mr. Davidson read many authorities which he contended support-

ers of his views. Mr. Gilbert was heard in reply. He thought the objection was, at best, very technical and came not with good grace from the Plaintiff. whose duty it was, under the Replevin Bond he had given, to prosecute the suit promptly, Plaintiff ought title d members of a family to skate and promen not to be allowed on mere technical grounds to delay the suit, and if he did the Deft. would be entitled to an assignment of the Replevin Bond. He however thought that in replevin at least, and un. der such a plea, the objection was not tenable, for in the action of replevi both parties are said to be actors-the Defendant really being the claimant, or complainant and claiming rent due on de. mised premises, and it is admitted under Consolidated Statutes, 37 Chapter, Section 75-"the Plaintiff may add a joinder of issue for the Defendant" and the parties had, in fact, changed places-the Defend ant in this action was really the Plaintiff, and the Plaintiff on the record really the Defendant.

The Judge thought he could not stop the trial on grounds so purely technical, for on consideration there could be no object in giving the notice formally to reply, because under such a plea the issue was necessarily raised and no other replication could possibly be made than the very formal one - "And the plaintiff joins issue on the Defendant's plea"-and it seems really immaterial who adds it-or indeed if it is added at all-and in the action of replevin he was disposed to think the 75th section, 37 chapter Consolidated Statutes might well be read as suggested by Mr. Gilbert-and at all events the responsibility of going to trial would be or

Mr. Davidson therefore moved to have cause postponed till July Term, '85 on an affidavit for want of material witness. which was granted on payment of the costs of the day.

No. 3.-This was an action by the executor of the late Alex. Ferguson to recover the amount of two premissory notes made by the Defendant to Ferguson in his life time-the first dated 28th Chatham Brass Band March, 1878, payable in 3 months for \$30; the other dated 7th March, 1879, payable money said to have been lent by Ferguson on a chattel mortgage, under seal dated 8th Nov. 1880, the consideration of which was \$500, half to be paid in one year and the other half in two years. But it did not appear that any note or bond had been given with the chattel mortgage. The schedule to the bill of sale included a large amount of personal property. The notes were satisfactorily proved and indeed the Plaintiff in his evidence admitted they were made by him. As regards the amount of debt claimed to be due on the chattel mortgage, the Plaintiff rested his

jury, the judge summed up the evidence, been urged and shown on the defence, case on an acknowledgment by the Defendant to him since the death of Ferguson in April, 1880, in which the Plaintiff | could allow interest, and this might be | that he wilfully or conveniently shut his said: I met Mr. Robinson in Newcastle; allowed without question to the time of eyes to the facts, and that the endorsehe said he wanted to see me about the Ferguson's death-January 8th 1880- ment was not made in collusion with Carthy and he only after recollecting Ferguson estate. He said he gave a bill that the statute of limitation would be no Horn as a mere means of collecting a debt himself, and to a certain extent, and after of sale for \$500, but all he owed on it was answer to the notes if the endorsement on which could not be collected in the name recalling the words. The Defendant, \$70. I asked him how that was. He the \$30 note acknowledged by the De- horn of Himself. If the contract were Mrs. McEachren, also positively denied said he had borrowed some money from fendant as stated by Plaintiff—that is if illegal is would affect not only the parties using the words, or any such words. She

to join him in a note: that Mr. Watt had been at him from time to time to have lieved that the receipt put in evidence by the note taken up, but Ferguson would the Defendant was a genuine receipt and not give the note up till he got security bona fide what it purported to be, the and that he gave him the bill of sale on writing and receipt of Ferguson, and they giving up the note. I asked him then believed the evidence of the Defendant now he happened to give the bill of sale as to the way it was obtained, so far as for \$500. He did not appear to want to | these notes were concerned they could not answer it at first and I said, did Ferguson find for the Plaintiff. The chattel mortask you to give him a bill of sale for \$500 gage stood on a different footing and when you anly owed him \$70? He said, that the Plaintiff was entitled to recover no, Ferguson did not ask him to do that, the debt due, either the \$70, the amount but that is the way he wanted him to the Plaintiff said the Defendant acknowtake it. I said, how's that-what reason | ledged to him was due, or \$45 the amount would you have for him to take it in that | the Defendent in his evidence says is still way? He said that he owed some out- due, he having, as he says, paid to Ferside debts and he wanted to get clear of guson, in his lifetime, \$25 on account of it. them. [This was denied by Defendant, Whatever they found to be due on the chatwho explained that the amount fixed was tel mortgage must be exclusive of any intended to cover advances which it was interest, as so far as disclosed by the evianticipated Ferguson would make to Dedence, there was no agreement to pay interest. What had been urged by Defendfendant. There was an indorsement of the payments of interest on the \$30 up to 1st ant about the taking of the horse out of January, 1879, which Plaintiff said he his possession-by the Sheriff to pav read to the Defendant, and Defendant own debt-would afford no answer whatacknowledged to him the indorsements ever to the claim of the debt due Bill of Sale, as it appeared by the pleaded general dence the property would seem to been properly in the possession of the defendant at the time the horse was taken limitation. He contended, as regards the bill of sale that any money due there there having been then no default. on could not be recovered in an action of injury-if injury there was-was to hi assumpsit for money lent, etc., but could possession. The hesitation of the Plaintiff only be recovered. if at all, in a special to run into an action to protect this prop action on the bill of sale, on the covenant erty as it were for the defendant and

B. and L. 42, Matthews vs. Blackmore, still due thereon. The Jury, after an absence of four hours, The Judge, however, did not think returned into Court saying they were un these authorities touched the circumable to agree upon a verdict, that there stances in this case as the bill of sale in was no prospect of their being able to question contained no covenant, but mencome to an agreement. They were theretioned the case of Doe ex dem Vernon et al upon discharged.

without any indemnity when there was

ample property left to secure the Plain

Sale could, certainly, be no answer

to an action to recover the amount of deb

tiff the small amount due on the Bill

vs. White, 4 All. 314, which he thought Records 4 and 5 were withdrawn. quite conclusive on the point and against trial docket. No. 6.-This was commenced on the As regards the notes, the Defendant's afternoon of the opening of the Court and contention was that they were paid and | Plaintiff's evidence was closed the followhe produced what he claimed to be a ing day, when an application was renewed discharge written and signed by Ferto put off the cause to a later day in the guson of these notes, as well as the term, owing to the sickness of the Defen acknowledgment of payment of a debt of dant, and on affidavit of Mr. Lawlor and \$240 on a deed or mortgage of land, Dr. McDonald an order was made by the which he had also given to Ferguson on Court for the taking of Defendant's evi 12th Dec., 1878, but which had no referdence before Mr. Davidson as a commisence to this suit, except as enabling him sioner, to read in Court, should the to explain how the notes were paid. He Defendant and one to be unable to give said he had borrowed from Ferguson his attendence. When the cause was \$240 on the land mortgage which, in its e , one Defendant was present terms, was an absolute deed, and on the and his evidence was taken in the ordinary same day he took from Ferguson, in his way and this was the last case disposed of own hand-writing, a certificate as followsbefore the adjournment of the Court to

brought by George Murray, sen-in-law and clerk of John Horn of St. John. as the indorsee of a Bill of Exchange drawn me from him by deed of this date, 12th day of by John Horn on the Defendant on 3rd March 1884 for \$196,13, three months after date, payable to the order of the drawer Horn, whose name was endorsed on the Newcastle, paid the amount due on this Bill and which was accepted by the De land mortgage and also the amount of the

notes, and produced a receipt, which he The Defence was that the Bill was accepted by the Defendant for spirituous and which he himself saw him write, as liquors, purchased by the Defendant from Horn, to be sold in the County of North-Received 9th June, 1879, from Mr. James Robinson, of Nelson, N. B., full satisfaction of umberland, where the Temperance Act his mortgage deed to me and in full of all de-1878 was in force, and that this, done with the knowledge of Horn and to be so sold The Defendant's account of the payment contrary to the policy and against the provisions of the Act, the considera-At the time Ferguson gave the paper to tion of the Bill was, therefore, illegal, me my wife was present. On the day he and that the indorsee knew, or had reason gave me the paper I paid him a sum of to know and suspect, that the consideramoney over \$200. After I paid this tion of the Bill was illegal and he being money I owed him nothing. I paid the privy thereto could not maintain the acwhole that was due. I asked him for a

The fact that the consideration of

the Bill was for liquors (gin, whi

key, brandy) the sale of which is prohibited by the Act, was plainly established. With regard to the knowledge and complicity of Horn, the Defendant said, saw Horn in Chatham and had a talk with him some time in the summer of '83. He asked if I wanted any more liquor. I said I would send for it when I wanted it. I said my wife wanted me to quit the business, and that since the Act came in force, I was not doing much. He said I might as well go along. He said to be careful as to sales. -We had a good deal of talk one way or another. I told him I had not a license to sell liquor in this county. I told him that when he commenced and he was talking about it when he was here. I told him since the Scott Act came in I could not sell much; that I had no license. I told him I would want get them and give them to me. I said it

some and I think it was the next day

and the defendant said the liquors mengive me a receipt, that was just as good tioned in the account were sold by him in o'clock Black Brook in this county of Northumberland and it was shewn by the Gazette that the Temperance Act was in force on the occasion referred to, that Ferguson this county. The way the defendant took to prove that the plaintiff knew of the as gold." She had kept the receipt hertransaction and that it was an illegal one, self in a box till the commencement of was by showing by the evidence of the plaintiff himself that he was the clerk and sor.-in-law of John Horn, that shortly had paid \$25 on account of the \$70 he got after the bill became due (which was the from Fergnson and his Counsel also con-3rd-6th June), he was at Black Brook on tended that inasmuch as the Plaintiff had a collecting trip for Horn and saw Mc-Murray, who complained about the times being hard, but promised to remit some Defendant's possession and sold for some the week following or the first of the debt or judgment against the Defendant, month, that he saw him again about a the Plaintiff was not entitled to recover in month afterwards and McMurray still this action any part of the \$70 still due on complained of hard times, that he did not know when the endorsement was made and could not say whether he did or did among other things, applied to produce not write letters to McMuaray before the evidence to show that the receipt was not bill was endorsed, that the bill was in possession of John Horn last fall when he it was a forgery. The Judge said Plainfirst saw it-it might have been Sept. or tiff was entitled to show, if he could, that October, and that the endorsement, which was scratched out in pencil, was tator, and. thereupon the Plaintiff and on it. He could not say whether he had any communication with James McMurand both swore they were well acquainted ray for himself since the bill became due. with Ferguson's hand-writing, and both or whether after he returned to St. John expressed a strong and decided opinion after seeing McMurray he had or had not that the discharge was not in Ferguson's any conversation with Horn in regard to the Bill, and that the bill was in the On the part of the Defendant it was drawer of Horn probably with other papers of Horn from the time he returned to St. John till it became his property in the fall. He also said "liquors is the con-

fendant to call witnesses to show that sideration of the Bill, I imagine" After the Counsel had addressed the Jury the Judge said the plaintiff had made out his prima facie case and was guson's writing and both said they had entitled to recover the amount of the Bill no doubt whatever that the writing was and Interest, unless the jury came to the conclusion that the Defendant had made After the Counsel had closed to the the defence on the Record; that it was clearly the defendant's place, under his telling the jury that first, looking at the notice, to prove the illegality of the trans-Plaintiff's case independently of what had action and it was his duty to satisfy the jury that the sale was an illegal sale and the notes were shown to be defendant's that the plaintiff was privy to it, or and the Plaintiff would be entitled to re- morally certain as to the nature of the cover the amount of them on which they transaction and might have known but

was made by Horn to McMurray it was was privy to the transaction and knew. the conclusion that the endorsement was to, when she said that Savoy had "shook endeavor to keep out of sight the real transaction, and the contract was an illegal one and contrary to the policy of the Temperance Act and that this was a mere protext to recover the amount, it would not avail in law and, in that case, words charged were not said at all by would be their duty to find for the Mrs. McEachren, they must find defendant. But if they came to the condefendants, and even if they were of clusion this was only an ordinary transacopinion that the words were spoken to tion and that the contract, in its inception | Savoy, but that no one had heard them holder of the Bill in an ordinary way without knowledge of the illegality and without having reason to believe and good cause to suspect that the Bill was tainted with illegality, their verdict must be for the Plaintiff for the amount of the acceptance and interest thereon from the time it fell due, 6th June 1884. His Honor said it had been suggested by Defendant's Counsel that the sale by Horn to Mc Murray was in Chatham in this County, and that it was therefore a direct violation and contravention of the Temperance Act and directly illegal but the evidence did not support that view. What took place in Chatham would not amount to more than a negotiation in regard to the sale and was not the sale itself, and if it was he thought the onus in such case tended by the parties that McMurray was to resell unlawfully and contrary to the pro-

visions of the Temperance Act. Counsel of the Plaintiff had contended that after the promise of Defendant-when Plaintiff called upon him in June or Julythat he would send on funds, put it out of his mouth now to set up that the transaction was illegal. That by this presentation he had, in fact, induced Plaintiff to become the purchaser of Bill, that, in fact, he was estopped from repudiating or setting up the illegality of the Bill. The principle of estoppel is plain If one does induce another by representa-Tuesday, 24th February. The action was tions to alter his position in regard to an-

> other person he ought to be bound by those representations. For instance, McMurray did, in the conversation he had with the Plaintiff, induce him by representing that the Bill was a good one to become the purchaser thereof, whereas in fact it was illegal, but its illegality was concealed, it would clearly be wrong that McMurray should be allowed afterwards to set up the illegality-in other words to say to the Plaintiff, I have induced you by false representations to pay your money for this Bill, but now I will in sist on showing the true character of the transaction and in this case deprive you of the money you have paid. The principle is plain. It is in the application of the principle to circumstances that difficulties arise. If the jury could see that in the conversation McMurray had with the plaintiff, when the plaintiff was acting as the agent of Horn in endeavoring to collect the amount for Horn, he did, by false representations, induce the plaintiff to become the purchaser of the Bill, and thus place himself in a false position, Mc-Murray ought not now be allowed to set up the illegality and defeat this action. But if there was nothing in the conversation or in what took place between them

> to induce the Plaintiff to alter his position, and he did not, by anything that took place on that occason, do so, no question could arise on the estoppel, because the circumstances would be wanting, and the matter would turn on the knowledge of the Plaintiff of the illegality, if in fact it existed as before explained. The Jury after being absent about two ours returned into Court saying they were anable to agree, and each one saying there was no prospect of their agreeing, and the

Judge, with the consent of both parties, No. 7 was, on affidavit of the Plainwitness on account of the extraordinary

storms, and on account of the extraordin. The bill was connected with the account | ary state of the roads and weather - postponed till Tuesday, 24 Feb. inst. at 9.30 No. 8 was an action of slander.

The actionable words complained of were

are fighting for Mary Preston's property. you starved her and murdered her and I can prove it" (omitting the words of mere abuse and insult.) The words were varied in several counts, but those above indicated substantially cover the whole-and the Plaintiff proved they were spoken by the Defendant's wife to him on the 23rd

Sept. last, at the house of the late Mrs. Preston in Chatham. The Defendants denied the charge and under their plea were able to show if the language would admit of it that the words if spoken, were not spoken in a defamatory sense and also to show the provocation and circumstances under which spoken spoken at all. This opened the door to great lot of evidence not bearing directon the case, and some of which was calculated to prejudice, though irregulary, first one side and then the other but there seemed no help for it. The occasion arose out of a claim by both Plaintiff and Defendants of the right to the property of the late Mrs. Preston. Several women were in the house in the interest of the Defendants, and the Plaintiff early in the morning of the day in question, went into the house when the kitchen door was first pened on the morning in question and afterwards let in John McCarthy and re. maining in the house during the whole day, and putting out Mary Jones and, afterwards, later in the day, Mrs. Archibald McEachran and her child. On the other side, there were threatenings to scald with hot water and mutual recriminations and threatenings and it was said by McCarthy that some very coarse and slanderous language was used by the female defendant towards or in reference The whole evidence was a mass of con-

tradiction-ne two agreeing upon anything, except that of all who were in the house or about in the interest of the Defendants-not one heard the alleged slanderous words which the Plaintiff said were used by Mrs. McEachren against him, and in in this the plaintiff was not corroborated by any one but John Mc-Mr. Ferguson and had got Charley Watt | these notes had not been discharged by | themselves but all privy to the transact not only did not say so but never thought

the receipt of Ferguson-but if they be- tion. The Jury must be satisfied not only it-on the contrary she always thought that the sale of the liquor was unlawfully he was kind and good to his wife : and on made by McMurray in the county of cross examination she was asked, among Northumberland-but that when the sale other things, if she did not remember having a conversation with Angus Mcmade for the purpose of the liquor being Eachren at her husband's house in Chatunlawfully sold by McMurray in this ham after the suit was commenced and county contrary to the policy of the Tem- | telling him what she was charged with perance Act 1878, both being aware that saying to Savov, and, on that occasion the Act was in force in this county and, | telling him that Savoy had ill treated his further, that as regards the plaintiff he wife and thrown her out of bed immediately before her death? In answer she or had good reason to suspect the true na- | said she did not say so. McEachren, on ture of the transaction before he became the | being allowed to contradict said they had holder of the Bill. If the jury came to the conversation on the occasion referred made in collusion and under color merely his wife and thrown her out of bed the night before she died, but that she had said afterwards she had only heard so. Counsel closed to the jury and the judge charged-That if from the whole evidence they came to the conclusion that the

> and carrying out by Horn and McMurray but Savov, they must still find for the was illegal, yet the plaintiff became the Defendant—as in such case the gist of the action of slander-namely, the damage done to the reputation of another by publishing a false story or charge -would be absent, that there was was no evidence of any person having heard the words said or any material part of them, except McCarthy, and that the jury might take notice not only of the evidence given, but the manner of giving it and all the surrounding circumstances. That they would remember, in the first instance, in going over the words, McCarthy did not corroborate any material part of the words charged, and also it was their province to take notice that McCarthy, who was an old man, hal sworn he was very deaf, and it was for the jury to reconcile the evidence as best they could and if could be successfully contended that it they came to the conclusion that the Defendant did speak the words in the hearing would be on the Defendant to show Horn of McCarthy or any of the others in had no License-unless perhaps it were the manner related by the Plaintiff, they clearly shown that by the sale it was in- must find a verdict for the Plaintiff, as, in such case, the words would be action sary that the Plaintiff should have proved any special damage. Regarding the amount of damages, that was for the jury on consideration of all the circumstances, within the range of nominal damages and \$200, the amount claimed in the declaration. Damages were not intended to be so heavy as to be oppressive, but still to be such as would be some punishment to the parties. Therefore it was that the pecuniary circumstances of the parties enter as an element in these considerations-keeping in view that the defendants should be punished only to the extent of the offence and

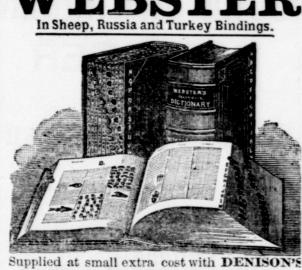
> > Jury returned a unanimous verdict for Plaintiff of 25 cents. The trial of the above action occupied

no more in view of all the circumstances.

After an absence of nearly 2 hours the

In the bastardy case—the child was not born and on this account—the hearing was adjourned over to the next term.

No. 9-Record was withdrawn for want



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made at the next Session of the Legislature of the Province of New Brunswick for an Act to authorize John Abraham Fisher of Dundas in the Province of Ontario and his associates who intend to erect a Pulp and Paper Manufactory in the Town of way in the Town of Chatham, in the County of Northumberland, known as Lower Water Street along that part thereof extending from the upper ine of Murihead's Mill property (so called) and past Snowball's Mill property (so called) situate on the North side of Water Street aforesaid or the vicinity thereof and to such other places along veyance of waste and other material, etc -a ramway for carriages to convey wood and waste naterial to the propesed site of said manufactory to be situated on the North side of the said Water Street, on the Parker Shipyard property so called. JOHN ABRAHAM FISHER, by his Attorney, L. J. Tweedie.

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Dated 11th Day of February, A. D. 1885. Richard Hocken,

Chesman, J. B. Snowball I. Harris, W. T. Connors. Geo, Stothart Roger Flanagan, ie. John Sadler. P. A. Noonan, Wm. Murray, E. A. Strang. H. P. Marquis, James Hickey, Daniel Crimmen. John Shirreff, Thos. F. Keary, Geo. I. Wilson, John Ellis, F. E. Winslow, Wm. Tait, D. G. Smith. Daniel Desmond, R. H. Anderson, Scot Fairley.

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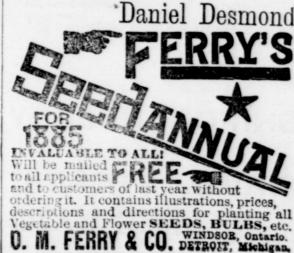
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