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 best. Poirier thinks that the longer 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 supporters."

The Judgeship.

The vacant Senatorship question has 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.

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—

1.—Jasper Wry *vs.* John Shirreff. E. P. Williston for plaintiff, Richard Adams and L. J. Tweedie for defendant.

2.—Denis McAvoy *vs.* Francis H. Jardine. E. P. Williston Defendant Attorney files Record Geo. Gilbert Q. C. Counsel Mr Davidson Q.C. Attorney and Counsel for plaintiff.

3—James Robinson, Executor of the last Will and testament of Alex. Ferguson, deceased *vs.* James Robinson. E. P. Williston for plaintiff. George Gilbert Q. C. Counsel, Johnson and Murray Defendant's Attorney. R. A. Lawlor, Counsel.

4 James Robinson Executor of the last Will and Testament of Alexander Ferguson, deceased *vs.* James Robinson and Mary Jane Robinson, E. P. Williston for plaintiff.

5—Charles M. Bostwick and James J. Bostwick *vs.* James McMurray. L. J. Tweedie for plaintiff.

6—George Murray, *vs.* James McMurray. L. J. Tweedie for plaintiff, Richard B. Adams Attorney for defendant R. A Lawlor Counsel.

7 John Shank and Richard Burbridge *vs.* Geo. Cassidy. L. J. Tweedie for Plaintiff, Johnson and Murray for defendant.

8—George Savoy *vs.* Angus McEachren and Margaret McEachren. Johnson and Murray for Plaintiff, 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 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 question if there was in this case a proper record 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 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 supporters 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 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 under such a plea, the objection was not tenable, for in the action of replevin both parties are said to be actors—the Defendant really being the claimant, or complainant and claiming rent due on demised 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 Defendant 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 on the Defendant.

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 March, 1878, payable in 3 months for $30; the other dated 7th March, 1879, payable in 20 days for $5, and also for a sum of 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 case on an acknowledgment by the Defendant to him since the death of Ferguson in April, 1880, in which the Plaintiff said: I met Mr. Robinson in Newcastle; he said he wanted to see me about the Ferguson estate. He said he gave a bill of sale for $500, but all he owed on it was $70. I asked him how that was. He said he had borrowed some money from Mr. Ferguson and had got Charley Watt to join him in a note; that Mr. Watt had been at him from time to time to have the note taken up, but Ferguson would not give the note up till he got security and that he gave him the bill of sale on giving up the note. I asked him then how he happened to give the bill of sale for $500. He did not appear to want to answer it at first and I said, did Ferguson ask you to give him a bill of sale for $500 when you only owed him $70? He said, no, Ferguson did not ask him to do that, but that is the way he wanted him to take it. I said, how's that—what reason would you have for him to take it in that way? He said that he owed some outside debts and he wanted to get clear of them. [This was denied by Defendant, who explained that the amount fixed was intended to cover advances which it was anticipated Ferguson would make to Defendant.] There was an indorsement of the payments of interest on the $30 up to 1st January, 1879, which Plaintiff said he read to the Defendant, and Defendant acknowledged to him the indorsements were correct.

The Defendant pleaded general issue, payment and statute of limitation. He contended, as regards the bill of sale that any money due there on could not be recovered in an action of assumpsit for money lent, etc., but could only be recovered. if at all, in a special action on the bill of sale, on the covenant 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, B. and L. 42, Matthews *vs.* Blackmore, 1 Hurls and Norman, B. and L., 54 56.

The Judge, however, did not think these authorities touched the circumstances in this case as the bill of sale in question contained no covenant, but mentioned the case of Doe ex dem Vernon *et al vs.* White, 4 All. 314, which he thought quite conclusive on the point and against Defendant's contention.

As regards the notes, the Defendant's contention was that they were paid and he produced what he claimed to be a discharge written and signed by Ferguson of these notes, as well as the acknowledgment of payment of a debt of $240 on a deed or mortgage of land, which he had also given to Ferguson on 12th Dec., 1878, but which had no reference to this suit, except as enabling him to explain how the notes were paid. He said he had borrowed from Ferguson $240 on the land mortgage which, in its terms, was an absolute deed, and on the same day he took from Ferguson, in his own hand-writing, a certificate as follows:

NEWCASTLE 12th Dec., 1878.

This is to certify that if James Robinson, of Nelson, pays me the sum of two hundred and forty dollars, together with any other debts and expenses between him and me that I will then reconvey to him the land and premises conveyed to me from him by deed of this date, 12th day of December, 1878.

ALEX. FERGUSON.

The Defendant then stated that he afterwards on the 19th June, 1879, at Newcastle, paid the amount due on this land mortgage and also the amount of the notes, and produced a receipt, which he said was in the hand-writing of Ferguson, and which he himself saw him write, as follows,—

Received 9th June, 1879, from Mr. James Robinson, of Nelson, N. B., full satisfaction of his mortgage deed to me and in full of all demands whatsoever.

ALEX. FERGUSON.

The Defendant's account of the payment was substantially as follows,—

At the time Ferguson gave the paper to me my wife was present. On the day he gave me the paper I paid him a sum of money over $200. After I paid this money I owed him nothing. I paid the whole that was due. I asked him for a 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 had come over to settle with him. He 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 him 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 calculation of the amount I paid. He said he had not the notes with him, but would get them and give them to me. I said it 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 give me a receipt, that was just as good as gold.

Defendant's wife said she saw Mr. Ferguson give the receipt to her husband on the occasion referred to, that Ferguson made use of the expression "it was as good as gold." She had kept the receipt herself in a box till the commencement of this action. The Defendant also said, in regard to the chattel mortgage—that he had paid $25 on account of the $70 he got from Fergnson and his Counsel also contended that inasmuch as the Plaintiff had allowed a horse (mentioned in the mortgage) to be taken by the Sheriff out of Defendant's possession and sold for some debt or judgment against the Defendant, the Plaintiff was not entitled to recover in this action any part of the $70 still due on that mortgage.

After Deft's. evidence was in, Plaintiff, among other things, applied to produce evidence to show that the receipt was not in Ferguson's writing, but that, in fact, it was a forgery. The Judge said Plaintiff was entitled to show, if he could, that the receipt was not the receipt of the testator, and. thereupon the Plaintiff and Mr. Williston, his Attorney, were called, and both swore they were well acquainted with Ferguson's hand-writing, and both expressed a strong and decided opinion that the discharge was not in Ferguson's writing and was not genuine.

On the part of the Defendant it was claimed they were taken by surprise by this evidence, and the Judge, in the exercise of his discretion, allowed the Defendant to call witnesses to show that the writing was Ferguson's. Thereupon, Mr. Davidson and Mr. Adams were called. Both said they had seen much of Ferguson's writing and both said they had no doubt whatever that the writing was Ferguson's.

After the Counsel had closed to the jury, the judge summed up the evidence, telling the jury that first, looking at the Plaintiff's case independently of what had been urged and shown on the defence, the notes were shown to be defendant's and the Plaintiff would be entitled to recover the amount of them on which they could allow interest, and this might be allowed without question to the time of Ferguson's death—January 8th 1880—that the statute of limitation would be no answer to the notes if the endorsement on the $30 note acknowledged by the Defendant as stated by Plaintiff—that is if these notes had not been discharged by the receipt of Ferguson—but if they believed that the receipt put in evidence by the Defendant was a genuine receipt and bona fide what it purported to be, the writing and receipt of Ferguson, and they believed the evidence of the Defendant as to the way it was obtained, so far as these notes were concerned they could not find for the Plaintiff. The chattel mortgage stood on a different footing and on that the Plaintiff was entitled to recover the debt due, either the $70, the amount the Plaintiff said the Defendant acknowledged to him was due, or $45 the amount the Defendent in his evidence says is still due, he having, as he says, paid to Ferguson, in his lifetime, $25 on account of it. Whatever they found to be due on the chattel mortgage must be exclusive of any interest, as so far as disclosed by the evidence, there was no agreement to pay interest. What had been urged by Defendant about the taking of the horse out of his possession—by the Sheriff to pay his own debt—would afford no answer whatever to the claim of the debt due on the Bill of Sale, as it appeared by the evidence the property would seem to have been properly in the possession of the defendant at the time the horse was taken there having been then no default. The injury—if injury there was—was to his possession. The hesitation of the Plaintiff to run into an action to protect this property as it were for the defendant and without any indemnity when there was ample property left to secure the Plaintiff the small amount due on the Bill of Sale could, certainly, be no answer to an action to recover the amount of debt still due thereon.

The Jury, after an absence of four hours, returned into Court saying they were unable to agree upon a verdict, that there was no prospect of their being able to come to an agreement. They were thereupon discharged.

Records 4 and 5 were withdrawn. See trial docket.

No. 6.—This was commenced on the afternoon of the opening of the Court and Plaintiff's evidence was closed the following day, when an application was renewed to put off the cause to a later day in the term, owing to the sickness of the Defendant, and on affidavit of Mr. Lawlor and Dr. McDonald an order was made by the Court for the taking of Defendant's evidence before Mr. Davidson as a commissioner, to be read in Court, should the Defendant continue to be unable to give his attendance. When the cause was called on later, the Defendant was present and his evidence was taken in the ordinary way and this was the last case disposed of before the adjournment of the Court to Tuesday, 24th February. The action was brought by George Murray, son-in-law and clerk of John Horn of St. John, as the indorsee of a Bill of Exchange drawn 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 Bill and which was accepted by the Defendant.

The Defence was that the Bill was accepted by the Defendant for spirituous liquors, purchased by the Defendant from Horn, to be sold in the County of Northumberland, where the Temperance Act 1878 was in force, and that this, done with the knowledge of Horn and to be so sold contrary to the policy and against the provisions of the Act, the consideration of the Bill was, therefore, illegal, and that the indorsee knew, or had reason to know and suspect, that the consideration of the Bill was illegal and he being privy thereto could not maintain the action on it.

The fact that the consideration of the Bill was for liquors (gin, whiskey, 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, I 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 some and I think it was the next day I ordered some.

The bill was connected with the account and the defendant said the liquors mentioned in the account were sold by him in Black Brook in this county of Northumberland and it was shewn by the *Gazette* that the Temperance Act was in force in this county. The way the defendant took to prove that the plaintiff knew of the transaction and that it was an illegal one, was by showing by the evidence of the plaintiff himself that he was the clerk and son-in-law of John Horn, that shortly after the bill became due (which was the 3rd-6th June), he was at Black Brook on a collecting trip for Horn and saw McMurray, who complained about the times being hard, but promised to remit some the week following or the first of the month, that he saw him again about a month afterwards and McMurray still complained of hard times, that he did not know when the endorsement was made and could not say whether he did or did not write letters to McMuaray before the bill was endorsed, that the bill was in possession of John Horn last fall when he first saw it—it might have been Sept. or October. and that the endorsement, which was scratched out in pencil, was on it. He could not say whether he had any communication with James McMurray for himself since the bill became due, or whether after he returned to St. John after seeing McMurray he had or had not any conversation with Horn in regard to the Bill, and that the bill was in the 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 consideration 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 entitled to recover the amount of the Bill and Interest, unless the jury came to the conclusion that the Defendant had made the defence on the Record; that it was clearly the defendant's place, under his notice, to prove the illegality of the transaction and it was his duty to satisfy the jury that the sale was an illegal sale and that the plaintiff was privy to it, or morally certain as to the nature of the transaction and might have known but that he wilfully or conveniently shut his eyes to the facts, and that the endorsement was not made in collusion with Horn as a mere means of collecting a debt which could not be collected in the name horn of Himself. If the contract were illegal it would affect not only the parties themselves but all privy to the transaction. The Jury must be satisfied not only that the sale of the liquor was unlawfully made by McMurray in the county of Northumberland—but that when the sale was made by Horn to McMurray it was made *for the purpose* of the liquor being unlawfully sold by McMurray in this county contrary to the policy of the Temperance Act 1878, both being aware that the Act was in force in this county and, further, that as regards the plaintiff he was privy to the transaction and knew, or had good reason to suspect the true nature of the transaction before he became the holder of the Bill. If the jury came to the conclusion that the endorsement was made in collusion and under color merely to 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, it would be their duty to find for the defendant. But if they came to the conclusion this was only an ordinary transaction and that the contract, in its inception and carrying out by Horn and McMurray was illegal, yet the plaintiff became the 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 McMurray 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 could be successfully contended that it was he thought the onus in such case would be on the Defendant to show Horn had no License—unless perhaps it were clearly shown that by the sale it was intended by the parties that McMurray was to *resell unlawfully* and *contrary to the provisions of the Temperance Act.* Counsel of the Plaintiff had contended that after the promise of Defendant—when Plaintiff callod upon him in June or July—that he would send on funds, put it out of his mouth now to set up that the transaction was illegal. That by this representation he had, in fact, *induced* the Plaintiff to become the purchaser of the 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 representations to alter his positiion in regard to another person he ought to be bound by those representations. For instance, if 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 insist 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, McMurray 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 occasion, 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 hours returned into Court saying they were unable to agree, and each one saying there was no prospect of their agreeing, and the Judge, with the consent of both parties, discharged them.

No. 7 was, on affidavit of the Plaintiff's Attorney—owing to the absence of a witness on account of the extraordinary storms, and on account of the extraordinary state of the roads and weather—postponed till Tuesday, 24 Feb. inst. at 9.30 o'clock.

No. 8 was an action of slander. The actionable words complained of were "Geo Savoy, ————————, you 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, if spoken at all. This opened the door to a great lot of evidence not bearing directly on the case, and some of which was calculated to prejudice, though irregularly, 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 opened on the morning in question and afterwards let in John McCarthy and remaining 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 to Plaintiff.

The whole evidence was a mass of contradiction—no 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 McCarthy and he only after recollecting himself, and to a certain extent, and after recalling the words. The Defendant, Mrs. McEachren, also positively denied using the words, or any such words. She not only did not say so but never thought it—on the contrary she always thought he was kind and good to his wife; and on cross examination she was asked, among other things, if she did not remember having a conversation with Angus McEachren at her husband's house in Chatham after the suit was commenced and telling him what she was charged with saying to Savoy, and, on that occasion telling him that Savoy had ill treated his wife and thrown her out of bed immediately before her death? In answer she said she did not say so. McEachren, on being allowed to contradict said they had the conversation on the occasion referred to, when she said that Savoy had "shook" 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 words charged were not said at all by Mrs. McEachren, they must find for defendants, and even if they were of opinion that the words were spoken to Savoy, but that no one had heard them but Savoy, they must still find for 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 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, had sworn he was very deaf, and it was for the jury to reconcile the evidence as best they could and if they came to the conclusion that the Defendant did speak the words in the hearing of McCarthy or any of the others in the manner related by the Plaintiff, they must find a verdict for the Plaintiff, as, in such case, the words would be actionable in themselves and it was not necessary 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 no more in view of all the circumstances.

After an absence of nearly 2 hours the Jury returned a unanimous verdict for Plaintiff of 25 cents.

The trial of the above action occupied three days.

No. 9—Record was withdrawn for want of a witness.

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

NOTICE.

Notice is hereby given that application will be 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 Chatham, to erect and build on the Public Highway in the Town of Chatham, in the County of Northumberland, known as Lower Water Street, along that part thereof extending from the upper line 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 said Highway as may be necessary for the conveyance of waste and other material, etc—a Tramway for carriages to convey wood and waste material to the proposed site of said manufactory to be situated on the North side of the said Water Street, on the Parker Shipyard property so called.

Dated January 7th 1885.

JOHN ABRAHAM FISHER,
by his Attorney, L. J. Tweedie.

PUBLIC NOTICE

A MEETING of the Stockholders of "The Miramichi Steam Navigation Company," will be held at the TEMPERANCE HALL, Chatham, on MONDAY, the 23rd day of FEBRUARY, instant, at 3 o'clock p. m., for the purpose of organizing, the corporation, appointing dir ctors, and transacting such other business as may legally come before such meeting.

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

Signed,

Richard Hocken,
D. Chesman, J. B. Snowball,
I. Harris, W. T. Connors.
Geo. Stothart, Roger Flanagan,
J. D. B. F. Mackenzie, John Sadler,
P. A. Noonan, L. J. Tweedie,
Wm. Wyse, Wm. Murray,
Michael Hickey, E. A. Strang,
James Hickey, H. P. Marquis,
Geo. Dick, John Brown,
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. John O'Brien,