MIRAMICHI ADVANCE

The address slip pasted on the top of this page has a date on it, if the date of the paper is later than that on the slip it is to remind the subscriber that he is taking the paper without paying for it. See Publisher's announcement on 4th Page

VOL. 22. CHATHAM, NEW BRUNSWICK, AUGUST 20, 1896. D. G. SMITH, EDITOR & PROPRIETOR

TERMS—$1.00 a Year, in Advance

BUSINESS NOTICE.

The "MIRAMICHI ADVANCE" is published at Chatham, Miramichi, N. B, every THURSDAY morning in time for despatch by the earliest mails of the day

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Yearly, or season advertisements, are taken at the rate of $5 00 an inch per year. The matter, if space is secured by the year, or season, may be changed under arrangement made therefor with the publisher.

The "MIRAMICHI ADVANCE" having its large circulation distributed principally in the Counties of Kent Northumberland, Gloucester and Restigouche, New Brunswick and in Bonaventure and Gaspe, Quebec in communities engaged in Lumbering, Fishing and Agricultural pursuits, offers superior inducements to advertisers. Address Editor Miramichi Advance, Chatham, N. B

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Notary Pubic, Insurance Agent,
ETC ETC., ETC.
CHATHAM N B

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CAN DIES.
IRON PIPE VALVES AND FITTINGS OF ALL KINDS.
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CANADA EASTERN RAILWAY
SUMMER 1896.

ON and AFTER MONDAY, JUNE 22, until further notice, trains will run on the above Railway, daily (Sundays' excepted) as follows:

Between Fredericton Chatham and Loggieville. Connecting with I. C. R.

FOR CHATHAM (read down) MIXED	EXPRESS		FOR FREDERICTON (read up) EXPRESS	MIXED
6 50 a m lv	2 50 p.m	..Fredericton,...	12 15 ar.	4 00 p m
7 00	2 53	.....Gibson,....	12 12	3 57
7 20	3 00	...Marysville,...	12 00	3 40
8 50	4 07	..Cross Creek,..	10 47	1 50
10 15	5 05	...Boiestown,...	9 35	12 20
11 15 ar }	5 50 ar	...Doaktown,...	8 50	11 15
11 20 lv }	6 05 lv			11 10
12 35 p m	7 10	...Blackville,...	7 40	9 40
1 30 ar }	8 03	..Chatham Jct .	6 45	8 20
2 00 lv }	8 07			ar 8 30
	8 20	.....Nelson		7 40
2 40	8 40	....Chatham....	6 12	7 20
3 00 ar	8 55	.. Loggieville Lv	6 00 am	7 00 a m

GOING NORTH.

	EXPRESS.	MIXED
lv Chatham,	3 20 a. m.	1 00 p. m.
Nelson	3 35 "	1.20 "
Ar. Chatham Junc.,	3.50 "	1.40 "
Lv. " "	4.12 "	2.20 "
Nelson	4 30 "	2.40 "
Ar. Chatham,	4.50 "	3.00 "

GOING SOUTH.

	EXPRESS.	MIXED
Lv. Chatham,	1.00 a. m.	10.00 a. m
Nelson	1.15	10.20 "
Ar. Chatham Junction,	1.30 "	10.40 "
Lv. " "	1 50 "	11.22 "
Nelson	2.05	11.45 "
Ar. Chatham	2.20 "	12.05 p. m.

FOR IND'TON — INDIANTOWN BRANCH. — FOR BLK'VLE

lv 8.00 a m.....	Blackville	ar 5 00 p m
ar 8 50 "	Indiantown.....	lv 4.15 "

The above Table is made up on Eastern standard time.

The trains between Chatham and Fredericton will also stop when signalled at the following flag Stations—Derby Siding, Upper Nelson Boom, Chelmsford, Grey Rapids, Upper Blackville, Blissfield Carroll's, McNamee's, Ludlow, Astle Crossing, Clearwater, Portage Road, Forbes' Siding, Upper Cross Creek, Covered Bridge, Zionville, Durham, Nashwaak, Manzer's Siding, Penniac.

Express Trains on I. C. R. run through to destinations on Sunday. Express trains run Sunday mornings but not Monday mornings

CONNECTIONS are made at Chatham Junction with the I. C. RAILWAY for all points East and West, and at Fredericton with the C P. RAILWAY for Montreal and all points in the upper provinces and with the C. P. RAILWAY for St John and all points West, and at Gibson for Woodstock, Houlton, Grand Falls Edmundston and Presque Isle, and at Cross Creek with Stage for Stanley.

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NOTICE TO HOLDERS OF TIMBER LICENSES

CROWN LAND OFFICE, 24 JULY, 1896.

The attention of all holders of Timber Licenses is called to Section 19 of the Timber Regulations, which reads as follows;—

"19 No Spruce or Pine trees shall be cut by any Licensee under any License, not even for piling, which will not make a log at least 18 feet in length and ten inches at the small end; and if any such shall be cut, the Lumber shall be liable to double stumpage and the License be forfeited"

and all Licensees are hereby notified, that for the future, the provisions of this section will be rigidly enforced

ALBERT T. DUNN,
Surveyor General

HOMAN & PUDDINGTON
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Spruce Lumber, Laths and Anthracite Coal,
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An engine lathe 8ft bed and 20 inch swing, elevating rest, screw cutting etc.
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JAMES NEILSON,
Canada House, Chatham N. B.

Miramichi Advance.
CHATHAM, N. B., - - AUGUST 20, 1896.

The charges Against Police Magistrate McCulley of Chatham.

Report Thereon of Commissioner G. G. Gilbert.

To His Honor John James Fraser, Lieutenant-Governor of the Province of New Brunswick:

The report of George G. Gilbert, Commissioner appointed by commission dated the twenty-sixth day of July A.D. 1895, and hereto annexed, to enquire into the conduct of Samuel U. McCulley as Police and Stipendiary Magistrate for the Town of Chatham in the County of Northumberland in the Province of New Brunswick.—

I, George G. Gilbert, Commissioner appointed as aforesaid beg leave to report as follows:—

That upon receiving such commission, I appointed Tuesday, the twenty-seventh day of August last past, at the hour of ten of the clock in the forenoon, at the Law Chambers (so-called) in the Town of Chatham, as the time and place for holding such enquiry, and gave due notice to the said Samuel U. McCulley, Esquire, and also to the parties complaining, to attend before me at the time and place aforementioned.

That at the time and place so named, the complainants attended by their counsel, Richard A. Lawlor, Esquire, and Warren C. Winslow, Esquire, and the said Samuel U. McCulley attended by his counsel, Robert Murray, junior, Esquire.

The complainants produced a number of witnesses, who were duly sworn and examined, and also a large amount of documentary evidence.

The said Samuel U. McCulley did not produce any witnesses for examination, and did not himself give any evidence, but offered some documentary evidence, which was received and considered.

The first charge against the said Samuel U. McCulley was—That on "or about the month of July "(then) last past, the said Samuel "U. McCulley did refuse to allow "Mr. R. B. Bennett an attorney of "the Supreme Court to inspect the "record in a case tried before him, "while he did permit Mr. Robert "Murray, not only to inspect the "said record, but to take the said "record to his own office, entirely "out of the custody and control of "him the said Samuel U. McCulley.

The case was a case against one Boyle, for assault.

There was no evidence given, that the counsel for the prosecution, Mr. Murray, was ever permitted to inspect the record in this case, or ever had it in his possession or control. I find therefore, that so far as the allegation in this charge, that Mr. Murray was allowed to inspect the record, and had it in his possession or control is not proved.

There was evidence uncontradicted, that Mr. Bennett, the counsel for defendant, did apply for liberty to inspect the record in this case, and was refused, the ground for refusal being that if the counsel for the defendant wished to ascertain the contents of the record, he should apply for a copy of the proceedings, and pay for it, (page 2 of Evidence.) But there was evidence, that afterwards on being remonstrated with by the Hon. L. J. Tweedie, the law partner of Mr. Bennett, the said Samuel U. McCulley did permit the said Mr. Bennett to inspect the record. (page 2.)

I therefore find, that the said Samuel U. McCulley did at first refuse to permit Mr. Bennett to inspect the record in this case, but did afterwards permit him.

The second charge was—"That "on or about the month of May "(then) last past, a cause was tried "before the said Samuel U. McCulley, wherein one Emily Malive "was defendant, and William Johnston a brother-in-law of the said "Robert Murray was the complainant."

The said Emily Malive was charged with selling goods without license, contrary to the provisions of the "Peddler's Act." Mr. Robert Murray appeared as counsel for the said William Johnston, the complainant, and prosecutor, that the said Samuel U. McCulley on application of the said Robert Murray jr., no cause being shown by affidavit, and against the protests of the counsel for said defendant, adjourned the hearing of the said cause from the police office at Chatham, to the dwelling house of Mrs. Robert Murray sr., the mother of the said Robert Murray jr., and mother-in-law of the said William Johnston, the complainant and prosecutor, and that after taking the evidence of said Mrs. Robert Murray sr., the said Samuel U. McCulley again adjourned the hearing of the said case to the police office, and there convicted the said Emily Malive of the offence charged, imposing a fine of twenty dollars and costs. That the defendant then asked for a copy of the proceedings, that she might review the judgment of the said magistrate. That when asked to certify the said proceedings for review, the said Samuel U. McCulley falsely stated in the copy, that the said fine and costs had been paid, well knowing at the same time that the said fine and costs had not been paid, but only deposited as security, that the said Emily Malive might be set at liberty pending the decision on review, that the said Robert Murray jr. the attorney for the prosecutor William Johnston, took the fine and costs so deposited as aforesaid, and gave a receipt therefor in which he imposed conditions upon the defendant, as to proceedings on review, and he also gave an order to the keeper of the lock-up at Chatham aforesaid to release the said Emily Malive from custody which was accordingly done.

This charge is made up of a number of distinct charges, the first being that at the trial, the magistrate adjourned the trial to the house of Mrs. Robert Murray, and took her evidene, that the adjournment was made without any affidavit that Mrs. Murray was aged, ill, infirm or unable to attend, and the taking the defendant, a young girl, through the streets to Mrs. Murray's in charge of a policeman, no cause for such adjournment being shown, was an outrage.

The facts are, as far as I could gather from the evidence (the record was not put in evidence) the act complained of was the sale by Emily Malive to Mrs. Robert Murray, sr., of a pair of spectacles. There was no evidence produced before me that at the time of the trial, Mrs. Murray was ill or infirm or unable to attend the trial, or of the distance from the Court Room to Mrs. Murray's house, the only evidence given was in Mr. Bennett's testimony. He said (page 6 of evidence.) "When we went to the "house, I saw Mrs. Murray, she "appeared to be an aged person "but active, I heard it said at the "time she was over 70 years," and on his cross-examination he said, "I do recollect that something was "said about Mrs. Murray being "aged and infirm, and in a poor "state of health."

On this branch of the second charge, I find that the magistrate did adjourn the trial to Mrs. Murray's house against the protest of defendant's counsel. (Page 3 of evidence.)

That there was no affidavit produced before magistrate that Mrs. Murray was aged, infirm or in poor health. (Page 3 of evidence.)

That Emily Malive was taken from police office to Mrs. Murray's house, apparently in charge of a policeman. (Page 3 of evidence.)

Another branch of second charge is, that Mr. McCulley falsely stated in the copy of the proceedings furnished Mr. Bennett, that the fine and costs had been paid.

It appears, from the receipt produced (copy on page of 64 of evidence) that the fine and costs were not paid, but that $24.70 which would be the amount of fine and costs were deposited with Mr. Robert Murray, counsel for prosecution, to be held for ten days awaiting a review of the case, and that if the conviction was set aside, the money was to be returned to the defendant or her agent, and if conviction was not set aside, was to be applied to the payment of the fine and costs. No money appeared to have been paid to Mr. McCulley. It also appeared that the conviction was set aside, and the money returned to defendant or her agent. I therefore find, that the statement in copy of proceedings, that the "fine and costs had been paid," was not true.

I also find, that on Mr. Bennett applying to Mr. McCulley to alter the copy, he refused to do so, (page 3 of Evidence.) But I also find that on being remonstrated with by Mr. Tweedie, he afterwards corrected the copy of the proceedings and gave them—so corrected—to Mr. Bennett, (page 3 of evidence.)

The third charge is—"That the "said Samuel U. McCulley requires "suitors in his court, to make a de"posit with him before he will take "their information or issue process, "which amount he taxes against "the unsuccessful party, but does "not return or credit to the party "who paid it in the first instance, "thereby corruptly securing exces"sive fees for his services."

The only evidence bearing on this charge is a statement in Mr. Bennett's evidence as follows:—"I "was present on one occasion when "to my recollection he said to "Stewart, (the complainant in an "assault case against Lyons) he "would require two dollars before "he would issue, process, papers "were not then issued, but were "subsequently issued."

There was no evidence given, before me that when he issued the papers Mr. McCulley did exact from the complainant two dollars, or any fee. Nor was there any evidence given before me that Mr. McCulley had required to be paid a fee before issuing papers in any case.

I therefore find, that this charge is not proved.

The fourth charge is—"That the "said Samuel U. McCulley charges "excessive costs, and in one instance "when the plaintiff withdrew the "complaint, upon the defendant "paying the costs, he required the "said defendant to pay the sum of "two dollars, whereas, as your "petitioners are informed and be"lieved, he could at the utmost but tax the sum of 1.00."

The evidence produced to support the charge that Mr. McCulley charges excessive costs, was the evidence of Svend Olsen, master of the Norwegian barque "Prinds Oscar."

By the evidence of Captain Olsen, (pages 21 and 22 of evidence,) it appeared that in the summer of A. D. 1894, while he was loading his vessel at Newcastle, three of his sailors ran away, and he applied to Mr. McCulley for warrants for their arrest, which he gave him, the sailors were not found, and nothing more was done in the matter by Mr. McCulley. By the bill rendered, it appeared that Mr. McCulley charged for these services three dollars ($3.00) the bill rendered put in evidence is as follows:—(Exhibit No. 11.)

"Bark Prinds Oscar.
"1894 To S. U, McCulley Dr.
"June 20th To information warrants, &c., for 3 deserters, $ 3.00
"Chatham, 22nd June, 1894
"Will Mr. Call kindly collect "this for me, the captain omitted "calling before he went up to New"castle June 22, '94.
"(Signed) S. U. McCULLEY.
"Received payment,
"S. U. McCULLEY,
per R. R. CALL.

This bill was paid by Captain Olsen, (page 23 of evidence.)

It was claimed by the counsel for the complainants, that this bill is an overcharge of $2.20 making up the account from scale in Criminal Code page 275 as follows:

Information of complainant and warrant,	.50
Each necessary copy of warrant, 10cts.	.30
	.80

Making an overcharge of $2.20.

It was claimed by counsel for Mr. McCulley, that the scale of fees in Criminal Code does not apply to such cases.

I find that Mr. McCulley charged for these services $3.00

And for such services the charge by criminal code would be $0.80. In this connection my attention was called to the case of Asa Whitehead. In this case, Whitehead was subpœnaed to give evidence in a Canada Temperance Act case against one Eliza Howard, Mr. Whitehead did not attend as a witness and was afterwards compelled to attend by warrant, and gave evidence, the excuse he gave for not attending was, that when subpœnaed, he got no witness fee, and did not think he was obliged to attend unless he was paid a witness fee; the magistrate thereupon tried Mr. Whitehead for contempt in not attending on the subpœna, convicts him and fines him three dollars and thirty five cents; on the record produced in evidence the entry by the magistrate is "The magistrate con"victs defendant of the offence, and "adjudges that he pay the costs "incident to the service of the war"rant, and disposal of the case "amounting to $3.35, to be paid in "one week to be levied by distress "of the goods and chattels of the "said Asa Whitehead, or in default "fifteen days imprisonment in the "common jail, unless sooner paid "with costs of distress, commitment "and conveyance to jail." On the back of the record is indorsed in pencil: "defendant paid $2.40 "balance remitted, S. U. McC." Mr. Whitehead in his evidence (page 50 of evidence) said Mr. McCulley fined him $2.40 and two days after he paid the amount to Mr. McCulley. On examination of the list of fines submitted to the County Council, I cannot find any mention of this fine. It was urged by the counsel for Mr. McCulley in his written argument as follows:—

"Whitehead was not fined in the "usual acceptation of the word, but "was only ordered to pay the costs so incurred, the magistrate was not required by law to make return of such costs so ordered to be paid and (part of which was paid,) it was his duty to pay them to the prosecutor, after that it became a matter between the prosecutor (Inspector) and the County Council, if they had been charged to the county or defendant (Mrs. Howard) if she had paid the amount of her fine and costs, and such costs had been taxed against her, there is no evidence that Mr. McCulley did not pay the amount to the prosecutor, or that he appropriated same to his own use" Mr. Murray was counsel for the prosecution, in the case against Eliza Howard, the record in evidence (exhibit No. 24) shows that case was dismissed with costs against the prosecutor. I observe by the returns of Mr. McCulley to the County Council, Scott Act cases disposed of for year 1893, (exhibit No. 3) put in evidence, the entry under date February 27, "Eliza Howard dismissed," and under the head line costs, charged by magistrate "$3.70," and this charge is on the debtor side against the county.

In the return of Mr. Menzies (Inspector under Scott Act) for the year 1893 put in evidence (exhibit No. 7) under the head of costs unpaid, and on cases dismissed "March "17th entry, Eliza Howard—Magis"trate $3.70, constable $1.75, witness $1.50, total $6.95. Dismissed." These figures correspond with those in the record (exhibit No. 25) in the Eliza Howard case. On this evidence, I find that Mr. McCulley has been paid his costs in the Eliza Howard case, by the County Council, and that he has not accounted to the Council for the sum of $2.40 received from Asa Whitehead. There was no evidence submitted by the complainants to show that Mr. McCulley charges excessive costs. There were over twenty-five records of conviction put in evidence, in many of these the costs are charged in lump sum, and I have no means of ascertaining the correctness of the charges, but in ten of them there were slips of paper indicating the way the costs were made up. Comparing these with the table of fees, I find that they are all strictly correct, and I therefore find that the complaint, that Mr. McCulley charges excessive costs is not proved.

The fifth charge is as follows:—"That your petitioners are informed "and verily believe, that the said "Samuel U. McCulley acts in collu"sion with certain persons whereby "he secures to himself and to them "the whole or a portion of the wit"nesses' fees, taxed by him against "unsuccessful defendants, and which "should have been paid to the said "witnesses."

No evidence whatever was offered to sustain this charge, and I therefore find this charge not proved.

The sixth charge is: "That your "petitioners are informed and verily "believe, that the said Samuel U. "McCulley by promising convicted "violators of the law, when in "custody, that he would mitigate "the severity of their punishment "if they would furnish evidence to "convict suspected violators of the "law, has induced unworthy men "to give false testimony, and placed "a premium upon perjury—or that "if he himself has not he has been "a party to such action on the part "of the individuals with whom he "has collusively acted as aforesaid."

(*Continued on 2nd page.*)

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Restores natural color to the hair, and also prevents it falling out. Mrs. H. W. Fenwick, of Digby, N. S., says:

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Ayer's Pills cure Sick Headache.

General News and Notes.

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As soon as love gives, it begins to make plans for giving again.

ENGLISH SPAVIN LINIMENT removes all hard, soft or calloused Lumps and Blemishes from horses, Blood Spavin, Curbs, Splints, Ring Bone, Sweeney, Stifles, Sprains, Sore and Swollen Throat, Coughs, etc. Save $50 by use of one bottle. Warranted the most wonderful Blemish Cure ever known. Warranted by J. Pallen & Son.

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This is the title given to *Scotts Emulsion of Cod Liver Oil* by many thousand who have taken it. It not only gives flesh and strength by virtue of its own nutritious properties, but creates an appetite for food. *Use it and try your weight.* Scott's Emulsion is perfectly palatable. Sold by all Druggists, at 50c. and $1.00

The sermon that most pleases is not always the one that most helps.

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Rheumatism in various forms is one of the most common diseases there is. It arises generally from impure blood and a broken down system. In the limbs it is painful; in most of the internal organs dangerous, and in the heart usually fatal.

The experience of Mr. S. Mann, the well known general merchant of Stittsville, is interesting:

"Last winter I was badly afflicted with rheumatism. I decided to try Dr. Chase's Pills. To my surprise. I got immediate relief, and before I had used one box my affliction was gone.

"I was also troubled with biliousness for years, and at intervals of three or four weeks would be laid up with a severe headache and sick stomach. Since using Chase's Pills I have not had an attack of either.

"I may add that Dr. Chase's Ointment for piles and skin diseases in just as effective as Dr. Chase's Pills for blood troubles. I have a clerk who suffered terribly from bleeding piles. He tried Chase's Ointment and in a few days was completely cured."

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Chase's Linseed and Turpentine for colds, bronchitis and consumption. Sure cure, 25 cents.

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