

The Carleton Sentinel.

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WOODSTOCK, N. B., FRIDAY, MARCH 1, 1918

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Jeweller and Optician

NO DECISION YET ABOUT CALLING OUT MEN IN CLASS TWO

Government Will Urge Tribunals to Hurry Through Appeals to See if Class I. Will Not Provide the Required Number.

Ottawa, Feb. 22—Steps to be taken to secure additional reinforcements under the Military Service Act, are, it is understood, now under consideration. The government, it is officially indicated, has not as yet reached a definite decision as to the calling out of any further class or sub-class. In the meantime, every effort is being made to increase the number of men available in class 1. Representations have been made to the appeal tribunals to dispose of pending claims at as early a date as possible. Should it be decided to call out further men, it is emphasized here, the aim would be to secure merely those who could be drafted into the army without interfering with the production of essentials or causing undue domestic hardships. Under the terms of the Military Service Act the government is empowered to divide any class into sub-classes, but it is laid down that the sub-classes shall be called out in the order of age beginning at the youngest.

HON. DAN. GILLMOR DEAD AT MONTREAL

New Brunswick Senator Passed Away Suddenly from Heart Failure.

Montreal, Feb. 22—The Hon. Daniel Gillmor, a member of the Dominion Senate, died suddenly at an early hour this morning, at his residence, 4149 Dorchester street, Westmount. He had not been ill long and had attended to his business all day yesterday in his usual way. When seized with heart weakness this morning, his physician was summoned in haste. He retained full use of his faculties to the last and it was while conversing with the physician that he expired. Deceased was 69 years of age. Interment will take place at St. George, N.B. Senator Gillmor was of Irish descent, and a son of the late Hon. Senator A. H. Gillmor, and his wife, Hannah Dawes Gillmor. He was born at St. George in Charlotte County, on July 1, 1849, and received his education there. He entered mercantile life at an early age



HON. DAN. GILLMOR.

WOODSTOCK CASE COMES BEFORE THE COURT OF APPEAL

Validity of an Assignment of Lighting Contract in Dispute. Many Interesting Legal Points Raised.

(Gleaner). The only case remaining for argument before the Court of Appeal, that in which the Dominion Tanneries Company, Ltd., of Woodstock, appealed from a judgment given against them by Chief Justice McKeown sitting in the St. John Circuit Court in July last year in favor of the Woodstock Electric Railway, Light and Power Co. for \$1,725 and costs occupied the attention of the court most of yesterday.

It appeared that in the year 1912 the Electric Co. agreed to supply a specified amount of power to the works and plant of the firm of J. D. Dickinson & Sons, Ltd., in Woodstock, and also to light the private residence of J. F. Dickinson for a term of ten years from 1st July, 1912, for the sum of \$1,800 per year. Towards the end of the year 1916 Dickinson's became financially embarrassed, and their business was sold to the Dominion Tanneries, Ltd., and as part of the bargain the benefit of the agreement entered into with the Electric Co. for the supply of power and light was assigned to the Tanneries Co. also. Verbal notice of the assignment was given to the Electric Co. owing to the high cost of soon afterwards, but no written notice was ever given till after the commencement of the present action. The Electric Co. continued to supply the Tanneries Co. with power and light through the months of October, November and December, 1916, and January and February, 1917, and they claimed that they were entitled to be paid at the rates regularly charged to their ordinary customers in the town and not at the special rates agreed upon with the Dickinson Co. They contended also that the assignment of their contract with Dickinsons was not legal and valid, but that, even if it were, the Tanneries Co. had waived their right to any benefits under it inasmuch as they had entered into a new agreement with the Electric Co., but the main question was whether the agreement was properly assignable at law at all. At the trial Chief Justice McKeown found that the contract was one the benefit of which might be assigned by Dickinson's so that the Electric Co. could be compelled to carry out the same for the benefit of the Tanneries Co., were it not for the clause reading "that the light and power is to be furnished at the times as the said Dickinson shall require the same," which clause made the requirements of the Dickinson Co. the test; that the Tanneries Co., stepping into the shoes of the Dickinson Co. by reason of the assignment, placed a greater burden upon the Electric Co. than they would have had to bear if the assignment had never been made. Such an increased burden was not in the Electric Co.'s contemplation when the contract was made with Dickinsons. For that reason he held that the contract was not assignable in the sense contended by the Tanneries Co. It had been agreed between the parties that if the Electric Co. succeeded in their contention that the assignment was no good, the amount due to them would be \$1,725.67, for which amount judgment was given.

The Tanneries Co. take the ground that the learned judge was mistaken in holding that the agreement was not assignable, or that other elements had been introduced by the assignment which affected the burden of the Electric Co.'s obligations, and on their behalf Dr. Baxter, K.C., and Mr. J. C. Hartley, K.C., asked that the finding of the court below may

PRESCRIPTION GOOD FOR ONLY ONE PERSON

The Point Decided By St. Stephen Magistrate—Fine of Fifty Dollars Imposed—Information Laid in Two Local Cases for Sale of Beer.

An important point under the Intoxicating Liquor Act 1916 was decided recently when before Magistrate Vroom of St. Stephen a man was fined fifty dollars after being convicted of violating the act by drinking liquor which he had purchased from a licensed vendor on a physician's prescription made out for another person. It had been held by many that after liquor was purchased on a physician's prescription it could be partaken of by any person but the decision at St. Stephen means that such cannot be done.

TOTALS \$250.94 FROM 31 HENS IN ONE YEAR

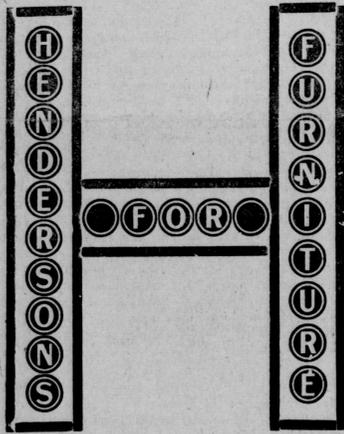
This is a year when any kinds of food stuffs obtainable are bargain the benefit of the agreement entered into with the Electric Co. for the supply of power and light was assigned to the Tanneries Co. also. Verbal notice of the assignment was given to the Electric Co. owing to the high cost of soon afterwards, but no written notice was ever given till after the commencement of the present action. The Electric Co. continued to supply the Tanneries Co. with power and light through the months of October, November and December, 1916, and January and February, 1917, and they claimed that they were entitled to be paid at the rates regularly charged to their ordinary customers in the town and not at the special rates agreed upon with the Dickinson Co. They contended also that the assignment of their contract with Dickinsons was not legal and valid, but that, even if it were, the Tanneries Co. had waived their right to any benefits under it inasmuch as they had entered into a new agreement with the Electric Co., but the main question was whether the agreement was properly assignable at law at all. At the trial Chief Justice McKeown found that the contract was one the benefit of which might be assigned by Dickinson's so that the Electric Co. could be compelled to carry out the same for the benefit of the Tanneries Co., were it not for the clause reading "that the light and power is to be furnished at the times as the said Dickinson shall require the same," which clause made the requirements of the Dickinson Co. the test; that the Tanneries Co., stepping into the shoes of the Dickinson Co. by reason of the assignment, placed a greater burden upon the Electric Co. than they would have had to bear if the assignment had never been made. Such an increased burden was not in the Electric Co.'s contemplation when the contract was made with Dickinsons. For that reason he held that the contract was not assignable in the sense contended by the Tanneries Co. It had been agreed between the parties that if the Electric Co. succeeded in their contention that the assignment was no good, the amount due to them would be \$1,725.67, for which amount judgment was given.

LOCAL K. P.'S. CELEBRATE 54TH ANNIVERSARY

The fifty-fourth anniversary of the Knights of Pythias was marked in the annals of the local lodge by the dedication of the Honour Roll containing the names of the twenty-one of its members who have answered the call of their country's need: Lt. Col. W. C. Good; Major J. J. Bull; Capt. A. R. Currie; Lt. J. Hazen Flemming; Lt. F. W. C. Wetmore; Q. M. Sgt. F. L. Mooers; Sgt. C. LeRoi Mooers; Ptes. H. W. Ferguson, H. Hockenhall, Alex. Gray; A. E. Everett; E. Roy Snow, died of wounds; Vimy Ridge; A. D. Kelly; A. R. Kelly; D. C. Shaw; R. A. Mooers; D. H. McKinney, A. A. Glidden; B. Nash Smith; Douglas Faulkner; Corp. P. F. Fillmore.

The ceremony was characterized by the dignity and beauty which marks the ritual of this order, enhanced by appropriate music exquisitely rendered by Miss Lindsay, Miss Merriman, Pte. Geo. King, A.M.C., Miss McKibbin, Miss McKinney and Principal Wallace. Major Bull who was called upon, reminded those present that just a little over three years had elapsed since he had stood last in that little lodge room, three long, round full years, filled with cares and responsibilities, but ones that no money could buy. He spoke of the great changes noticeable in the town, old faces gone and many new ones unknown to him. He spoke of the difficulties in recruiting the 55th Battalion, and of finally leaving for the assembly grounds at Sussex with such well known boys as Capt. C. E. Williams, Lieuts. Hamilton, Graves, Balmain and Campbell, Ptes. Swartz, Buck, Cogger, Hawkins, McLauchlan, Lindsay, and a good many others from Carleton and Victoria counties, many of whom are filling heroes graves today with their faces towards the Hun. The major passed rapidly over the short time spent at Sussex, the departure for Valcartier, the days of hard training spent there and the final arrival in Bramshott Camp, Hampshire, Eng. He spoke of the severity of the training received in this camp, of the long marches in heavy marching order long before daylight during the short days when it was necessary to carry lanterns at the head and rear of the column, and on arrival at the rifle range the tedious wait for daylight to (Continued on Page Eight.)

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MONDAY AFTERNOON AND EVENING MAR. 4.

be reversed and judgment entered for the Tanneries Co. For the Electric Co. it was contended that the assignment of the Dickinson Co. was not authorized by the company at all, but even assuming that it was, it would not operate against the Electric Co., as they did not have legal or proper notice of it. Also that when the appellants took over the tannery business they made a new agreement with the Electric Company, and did not rely upon the agreement with Dickinson's. Further, they contended that the contract was to a certain extent a personal one, as they had agreed to light the residence of one of the members of the firm for ten years, and to hold that the contract was good would render them liable to two parties under the same contract at one time. Mr. A. B. Connell, K. C., appeared for the Electric Co. and Hon. F. B. Carvell, K. C., the president of the company, was also in court, though he took no part in the arguments. At the conclusion of the case the court adjourned sine die. The marriage of Miss Anna Mand Burpee, daughter of Mr. John Burpee of Vancouver, formerly of this town, and Mr. Isaac Thomas Morris, took place at Mount Pleasant Methodist Church, Vancouver, on Thursday, 21st day of February,