

HOW BRIERS ARE MADE.

WHERE THE ROOT COMES FROM AND HOW PIPES ARE MADE.

The Best Brier Comes From Sicily and Only the Part That Grows Under Ground is Used—The Treatment for Coloring the Pipes—Other Matters.

The brier used in the making of brier pipes comes chiefly from France, and largely from the region of the Pyrenees; it is said that the very best brier comes from Sicily. Only the root, or that part of the wood that grows underground, is used. It is sawed into oblong blocks which have no semblance to the form of a pipe, but each of sufficient dimensions to permit the fashioning of a pipe from it. The sawed blocks are soaked in salt water, dried, and seasoned. They are imported into this country in large bags.

In the pipe factory here the brier blocks are sorted out in sizes, for larger and smaller pipes, and then if necessary they are trimmed down before going to the machines that are actually to shape the pipe, little slabs or bits may be sawed off the block to bring it down close to the size of the pipe that is to be cut from it; but not much needs to be cut off, for the blocks are sawed originally so that there will be as little waste as possible. Then the brier block goes to the borer, the first of the machines employed in the actual fashioning of the pipe.

The boring machine has three knives, set in the same plane; the middle knife bores out the bowl of the pipe, the two outer knives cut away the wood on the outside and form the shape of the pipe. These knives, set in a lathe, make more than 4,000 revolutions a minute. The middle knife, which bores out the bowl, is longer than the two outside knives, which shape the bowl. The borer cuts the pipe out to its full depth; the cutters, in the case of an egg-shaped pipe, dig down to the point of the pipe's greatest circumference. In making a wood pipe of the bulldog shape, an additional side tool is used to shape the bowl for a little space below its greatest circumference. In making an egg-shaped pipe the knives are made to turn, in making a pipe of bulldog shape the block is revolved.

As the brier block comes from the borer it is still a brier block, with the pipe bowl bored down into one end of it and the outside of the pipe bowl shaped down for half its depth. The block with the pipe thus partly cut in it goes then to a lathe is circular, knife-like teeth. It is revolved like a circular saw, at high velocity. The brier block, with the bowl partly shaped out, is secured upon the lathe, to which has already been attached a metal pattern of the shape that it is desired to cut the block. This metal pattern is made to turn against a smooth-edged wheel attached to the lathe. The brier block turns with the pattern, and is brought into contact with the cutting wheel in precisely the same manner that the pattern is brought into contact with the smooth wheel. As the pattern is turned the centre line of the block is brought near to it or recedes from the teeth of the cutting tool, and the teeth cut into the wood deeply or lightly accordingly. Whether the stem of the pipe is round, oval, or square makes no difference; the cutting wheel cuts away the wood so that the wood that is left is shaped in accordance with the pattern.

The work of the irregular lathe is done very quickly, and the pipe comes from it with bowl and stem completely shaped out. The tobacco bowl has been bored out, but there is as yet no hole through the stem. The stem here spoken of is the brier stem continuous from the bowl, and not a bit, or mouthpiece.

The pipe is then rough finished and fine finished on wheels covered, one with coarse and the other with fine sandpaper, and subsequently is further fine finished by polishing it on a wheel with ground pumice stone.

After the first fine finishing the pipes are assorted into firsts, and seconds. Firsts are pipes without a blemish; seconds are pipes that have any outside defect.

The hole through the stem is bored with a steel wire having a cutting tip, and turning rapidly in a lathe. Fine pipes are centered, so that the hole through the stem is bored exactly in the center; ordinary pipes are held against the wire borer by hand, but pipes thus bored are almost without exception bored squarely in the center.

Then the pipe goes into another machine which cuts the thread in the end of the stem to hold the bit, or mouthpiece. Then the band, if it is to have one, around the wood stem where it is joined by the bit or mouth piece. Then the band, if it is to have one, around the wood stem where it is joined by the bit or mouthpiece, is put on, and the bit is attached to the pipe.

Most brier in its natural state is of rather a light color. If the pipe is to be finished in natural color, it is treated with linned oil, which brings out the grain and the beauty of the wood. The oil also makes the pipe slightly darker in color, and it grows darker in smoking. Some buyers prefer a dark colored pipe, and so some pipes are finished artificially of a darker color. Some pipes, having what is called a hard varnish finish, are finished very dark, and are highly polished on leather buffers.

DO NOT FOOL WITH TEAS.

OR SELL THEM FOR UNION BLEND WHEN THEY ARE NOT.

Messrs. Dearborn & Co. Found it a costly job for them—the Owners of Union Blend get a Verdict of Damages Against Them—Mr. Pugsley's Address.

A case of more than ordinary interest was concluded in the circuit court last Saturday when Messrs. Seligman & Armitage of London, England obtained a verdict of \$200 damages against Messrs. Dearborn & Co. of this city. The plaintiffs are the proprietors of that brand of tea so well known as Union Blend and the facts of the case are well set forth in the opening address of Hon William Pugsley to the jury. He said—

The case which you are about to try is an action brought by Messrs. Seligman & Armitage of London, England, against the firm of Dearborn & Co., of this city. The declaration sets forth the facts of the case, and the plaintiffs simply plead "not guilty," which puts in issue the claim which the plaintiffs made against them.

Now, the facts of the case, I think, should be stated to you, perhaps, somewhat at length, because the case is somewhat peculiar in its nature, and I am happy to say, it is a case which does not affect any community, where the sense of commercial honor among those who are carrying on business, I think, speaking generally, so high that people are not slow to attempt to do it up, and the reputation and character of their neighbors. The plaintiffs carry on the business of tea merchants in London, and are well known to the public. A few years ago the firm of de Forest & Sons in this city—Geo. de Forest & Sons—made an arrangement with the plaintiffs that they should have a certain sole right to dispose of a peculiar kind of tea, which the Messrs. de Forest proposed should be known in the market as "Union Blend." Messrs. de Forest, having adopted that name, and the approval of the plaintiffs, had the name "Union Blend" registered, and since that time they have been pushing the sale of this "Union Blend" tea very vigorously, and it has gained favor with the public with the trade generally and with the consumers, both in this province and in the other provinces of Canada, practically all the lower provinces.

Messrs. de Forest & Sons have the sole control of this kind of tea for Canada. Among other places where this tea is sold, it is sold in Yarmouth, N. S., largely sold, and where it has been received with favor by the trade and consumers, is Yarmouth, N. S. In the summer of 1894, I think in the month of August, a firm by the name of Appleton, Machin & Smiles sent out to Mr. Sturdee a sample of a blend tea, with a view of having it sold in Yarmouth. It was a blend tea, but altogether different from "Union Blend," and of a cheaper grade. About April, Frederick E. Parker, Esq., of Yarmouth, and before going away he saw Mr. Sturdee, and he said he thought he could get a customer for that tea, and he offered to sell it to Mr. Sturdee for 25 cents a pound for the quantity of 250 pounds, and he offered to put up against "Union Blend," or to follow "Union Blend." Mr. Ekins, of the firm of Parker, Ekins & Co., has given his evidence as a commissioner, and he says that Mr. Dearborn stated to him that there was a quantity of tea in St. John, which had been shipped to the firm of Jardine & Co., and that he had been asked to sell it, and that he would prove beyond a shadow of a doubt that that was a false statement, and that the statement was false; that it had been shipped to Jardine & Co., and, owing to Jardine & Co.'s negligence, it had been stopped in transit, and that this was the way he would be able to sell it at a lower price. He told them it was the same as "Union Blend" and prepared by the same parties. They talked about the price, and Mr. Dearborn offered it to Parker, Ekins & Co. at 25 cents a pound. The importance of this is that Mr. Sturdee told you that he had sold 250 pounds of this tea to Mr. Dearborn, and that he had made an offer of 25 cents a pound for it. Mr. Dearborn returned to St. John, and on the 25th of April wrote a letter to Parker, Ekins & Co. in which he said—

"St. John, N. S., 12th Dec., 1895. Messrs. Parker, Ekins & Co., Yarmouth, N. S.: Respected Friends—We received a cable from the parties who owned the tea, saying that they would accept your offer of 24 cents, 30 days. We did not receive word in time to get the whole lot out of the warehouse, and we left the balance next trip, and we will arrange so the thirty days will date from the last shipment."

"D. DEARBORN & CO." Now, that letter also was false, and when they wrote that letter they knew that there were fifteen hundred chests of this tea in the hands of Mr. Sturdee, and they never called to England in reference to it at all. Messrs. Dearborn & Co. did not, at that time, pay for the tea, but they got 25 cents a pound for it, they bought fifteen half chests of it, which were all here at the time they bought from Mr. Sturdee, and they paid about 22 cents; they would have to pay some charges, and it would make it about 22 cents. When Mr. Dearborn came back to St. John, he told Mr. Sturdee that he had sold 25 half chests to Messrs. Parker, Ekins & Co., but Mr. Sturdee only had fifteen half chests. He said: "What I have sold 25 half chests, what will I do?" Mr. Sturdee said: "I will cable home to the firm who sent out the fifteen half chests, and will see if they can make that match it. Then Mr. Sturdee said: 'Well, I am not stuck yet; there is a house I represent, and I will cable to them, and they will see that they match it. He cabled and they replied that they could, and that they would send it forward. Now, I may say to you also Mr. Dearborn's cable to Messrs. Parker, Ekins & Co. would suppose it was all the one lot. What Sturdee had here for the seven, eight, or nine months was in fact all the lot of Dearborn's request, and with a view to further deceiving Parker, Ekins & Co., he wrote asking them to send it in metal, so that it would appear to be all the same lot."

Now, Mr. Dearborn sent the fifteen half chests, which Mr. Sturdee had here, and which was a sample lot, and later on sent the other fifteen half chests to Messrs. Parker, Ekins & Co. at all events, was forwarded to Parker, Ekins & Co. Now, in view of what was stated, you will let me state that I have no objection to your investigation. It is a matter of regret to me that in the discharge of my duty I should have to speak of a firm in my city in this manner, but the facts are in the public interest, and I refer to the false representations. That very time, instead of its being true that they did not receive the word in time to get it all out, that at the balance next trip, they were only to have the fifteen half chests, which belonged to Appleton, Machin & Smiles and which they were selling to Messrs. Parker, Ekins & Co., I do not know what you would call it, but in regard to transactions the same as Messrs. Parker, Ekins & Co. when I was solicitor general I would have asked the jury to say that this was obtaining money under false pretences. I think that in deceiving Parker, Ekins & Co. by making it appear that it was a quantity of tea which Mr. Sturdee had been endeavoring to dispose of some seven or eight months, a sample lot, there were only fifteen half chests, and Mr. Sturdee was obliged for the remainder.

Now the evidence will disclose to you that Parker, Ekins & Co. believing that it was the identical kind of tea as Union Blend, prepared by the same formula, and prepared by the same people, their salesman honestly sold some of it as Union Blend, and Mr. Rogers, who purchased from them, sold it as Union Blend. Mr. de Forest saw Mr. Dearborn and he said to him that these people were deceiving the public, and that he had not sold it as "Union Blend," and made no representations to that effect. "If I had seen you give me a letter to that effect, that you did not sell that tea as 'Union Blend,' and it was not 'Union Blend,' I would have refused to sell it to you, and I would have written Parker, Ekins & Co. At all events, he is not a fool with teas."

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used to do what Mr. de Forest thought was a reasonable and fair thing to do under these circumstances. Mr. de Forest of course, informed Messrs. Seligman & Co. of the facts, they being equally interested with Mr. de Forest. Of course Mr. de Forest is interested in pushing the sales in this country, and the plaintiffs are equally interested in having those sales as large as possible and objected to anybody interfering with their sales, and the result has been that Messrs. Seligman & Co. have brought this action against Messrs. Dearborn & Co. for the wrong which they claim has been done to them. I can understand why Parker, Ekins & Co. brought this action, and I can understand why they would be willing to take that representation by itself; that it was the same as "Union Blend," prepared by the same people, and that they would act upon it, and make the purchase, and particularly when they found that the price at which it was offered to them was some six cents less—relying upon Mr. Dearborn's representations, they would be very glad to get a tea identical in character, of the same blend, prepared by the same formula, and by the same people.

A good deal of evidence was submitted and the counsel and judge made careful and elaborate charges to the jury. The questions submitted to the jury by his honor, with their answers, were as follows:

- 1. Were the plaintiffs the preparers and blenders of a tea known in the market as Union Blend? A.—Yes.
2. Did the defendants know that the plaintiffs were the preparers and blenders of the tea known as Union Blend? A.—Yes.
3. Was the blend known as Union Blend a special preparation of the blend of the plaintiffs, and their own formula, and did it acquire a market value as such? A.—Yes.
4. Had the same blend of tea known as Union Blend been extensively advertised? A.—Yes.
5. Did the defendants sell to Parker, Ekins & Co., a blend of tea and represent to them that it was the same as Union Blend, and prepared from the same formula, and that it was put up by the said plaintiffs? A.—We believe they did.
6. If the said defendants did sell tea to the said Parker, Ekins & Co. and represent to them that it was the same as Union Blend and put up by the plaintiffs, did they know or had they reason to believe that the tea so sold by them was not the same as Union Blend, and was not put up by plaintiffs? A.—We believe they did know.
7. If the said defendants did sell tea to Parker, Ekins & Co., and represent to them that it was the same as Union Blend and put up by the plaintiffs, did they make such representation for the purpose of inducing Parker, Ekins & Co. to believe that the tea was prepared and blended by the plaintiffs? A.—We have no doubt they did.
8. Did the defendants knowingly and willfully sell a blend of tea to Parker, Ekins & Co., and represent to them that it was the same as Union, and put up by the plaintiffs, when in fact it was not the same as Union Blend, and was not put up by the plaintiffs? A.—We say they did.
9. Did the defendants have the right from the plaintiffs to sell the blend of tea known as Union Blend, or were they authorized by the plaintiffs to represent to any one that they had such right? A.—They had no such right.
10. What damages did the plaintiffs sustain? A.—We find that they sustained \$200.

Mr. Gratebar to Phillips.

'Phillip,' said Mr. Gratebar, 'there are times when luck seems against us, when everything seem to go wrong; but there never comes a time when we want to lie down. I don't believe in luck myself, I think every man is the architect of his own fortunes; but there are times when circumstances seem to combine to help a man, and there are times when they seem to be against him. But, as I said before, there can be no possible time when a man should give up; for there is no difficulty, however great, that the man of stout heart and unbroken tenacity of purpose cannot surmount. In this free country, Philip, we don't go in very much for coats of arms and that sort of thing, but if you should ever have one made I bid you blazon on it a 'bulldog rampant, with a collar marked "Never say die!"'

Burning Meteor. It is supposed that meteors begin to burn when they are within about 125 miles of the earth, and that combustion is completed and they disappear at from thirty-five to fifty miles above the earth. When we see a falling star, therefore we may consider that we have watched it through a flight of about 100 miles before it finally burns out and disappears from view.

IN THE WAY Of a successful business career if you are fortified with a good and thorough business training. In our school we demonstrate actual business methods every day. You can get the training you need in three months and it costs say, \$25, write for more particulars. S. G. SNELL, Truro, N.S.

CONDENSED ADVERTISEMENTS.

Announcements under this heading not exceeding five lines (about 35 words) cost 25 cents each insertion. Five cents extra for every additional line.

WE CAN GIVE POSITIONS to persons of ability agents, book-keepers, Clerks, Farmers' Sons, Lawyers, Mechanics, Physicians, Preachers, Students, Married and Single women. Write for particulars and send \$1.00 for our 000 per annum. We have paid several of our canvassers \$50.00 weekly for years. Many have made good every day. You can get the training you need in three months and it costs say, \$25, write for more particulars. S. G. SNELL, Truro, N.S.

UNDERTAKERS in the order, worth \$250, at \$125. Burial Coach, good style, worth \$200, for \$100, almost new Burial Couch, latest style for \$250. Fine light Bronche, \$45. For sale by HENDERSON BROS., North Cambridge, Mass.

WANTED Old established wholesale House wanted one or two honest and industrious representatives for this section. Can pay a hunter about \$12.00 a week to start with. DRAWER 29, Bradford, Ont.

LETTERS! Our White Enamel Letters make elegant signs for office and store windows; for business and durability they are unsurpassed. We are sole importers and agents of the original Letter since 1861. ROBERTSON STAMP AND LETTER WORKS, St. John, N. B.

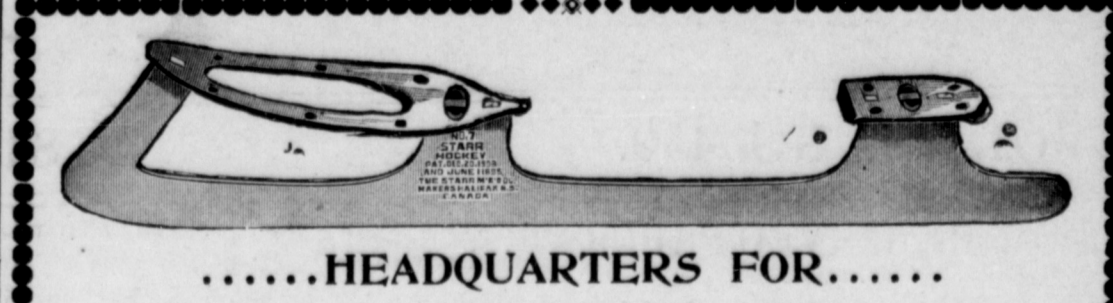
WANTED Young men and women to help in the Armenian cause. Good pay. Write for particulars to the Armenian Relief Committee, 150 St. John Street, Montreal, Que.

WANTED Outfits and materials, Kodaks and cameras, for \$5 to \$100. Practical information ensuring success, free. Write for particulars to the Canadian Building, St. John, N. B.

WANTED MEN everywhere to paint signs with our patterns. No experience required. Thirty dollars weekly. Send stamp for patterns and particulars. BARNARD BROS. TORONTO, ONT.

WANTED RELIABLE MERCHANTS throughout the country to handle our waterproof Cold Water Paint. Five million pounds sold in United States last year. VICTOR KOPFOD, 49 Francis Xavier, Montreal.

RESIDENCE at Rothsay for sale or to rent for the summer months. This pleasantly situated house known as the Titus property about one and a half miles from Rothsay Station and within two minutes walk of the Kennebecasis River. Rent reasonable. Apply to H. G. Fenety, Barrister-at-Law, Pugsley Building.



SKATES!

Starr Manufacturing Co.'s Celebrated HOCKEY and ACME SKATES. Whelpley's Superior Long Reach and Acme Skates. W. H. THORNE & CO. (Limited), MARKET SQUARE.

Hot Water Kettles...



All made of SOLID BRASS, highly finished, with and without Brass and Wrought Iron Stands and Spirit Lamps. The finest assortment ever offered. Elegant Patterns, Low Prices.

P. S.—Have you seen our stock of English Coal Vases and Brass Fire Irons and Stands? It is worth inspection.

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