

DIVORCE COURT.

Matrimonial Tangle Unraveled by Justice Gregory.

A DECREE GRANTED TO THE WIFE IN TWO CASES.

But in the Third the Husband Was Turned Down.

HARTLEY VS. HARTLEY, CLEMENTS VS. CLEMENTS AND WARD VS. WARD.

At an adjourned sitting of the divorce court this morning, Judge Gregory delivered judgment in three cases, in two of which he annulled the marriage, and in the third declined to grant a decree. The first case was that of Louise Hartley vs. Chalmers B. Hartley. The couple were married at Wilnot, Carleton county, on February 1st, 1885, by Rev. George Howard, a duly ordained clergyman of the Baptist denomination. They resided and cohabitated together at Peel, in said county down to the year 1896, and one daughter was born to them. In the month of February of that year, the plaintiff left her husband because of alleged cruelty, and moved to the United States where she has since resided and supported herself and daughter. The defendant remained at Peel, and it is alleged that in the year 1898 was guilty of adulterous association and intercourse with a woman named Ethel Gallop and still continues such intercourse in a public and notorious manner. The suit was undefended and no answer was made by the defendant to the charge of adultery preferred against him.

The evidence of Charles E. Boyer, a very respectable gentleman, went to show that the defendant and Ethel Gallop had been living together since 1898 and that two children had been born to them, which evidence, His Honor said, abundantly satisfied him that the charge of adultery had been sustained. His Honor commented on the action of the wife in leaving her husband, and thought that her doing so may have to some extent exposed him to temptation. The cruelty alleged against the husband could not have been of a very serious nature, when, according to the evidence, the plaintiff was willing to return and live with him after removing to the United States. However, a woman is not bound to remain with her husband if dissatisfied with his treatment of her, and in this case the evidence showed that the treatment was such that the plaintiff was justified in leaving her husband for a time at least.

The defendant appears to have passed from the minor offence of ill-treating his wife to the more serious charge of adultery. As this charge had been proved he had no alternative but to grant the decree asked for, and he therefore declared the marriage annulled and ordered that the defendant pay the costs of the suit.

The Clements Case.

In the case of George William Clements vs. Melita Clements, the court took the ground that the charge of adultery, on which the suit was based, had not been established and refused to grant the decree. The couple were married at Pembroke Shore, Yarmouth county, N. S., in 1872, by Rev. Isaiah Wallace, a Baptist clergyman. They lived together as man and wife until 1893 and had six children born to them. In that year the defendant removed to Halifax where she has since resided. In 1897 the plaintiff went to Ontario and remained in that province for two years, at the end of which time he came to New Brunswick and has since made his headquarters at Moncton. He brought suit for divorce on the ground of adultery, alleging that his wife had after the separation given birth to a child, the father of which was Capt. Livingstone Cogswell, now deceased. The only evidence he had to support the charge was contained in a letter from her admitting the birth of the child. The defendant put in no answer to the charge made against her nor did she attempt to defend the suit. In summing up His Honor remarked that it was doubtful whether or not the court had jurisdiction in a case of this kind, as the defendant was not and never had been a resident of the province and there was not much evidence to show that the plaintiff was in New Brunswick with the intention of remaining. He did not consider that the charge of adultery had been supported, and the court could not very well base its judgment on suspicion and conjecture. The plaintiff by his long delay in bringing the suit, his intense dislike of the defendant, which he admitted on the stand, and his desire to form a new matrimonial connection, was, His Honor thought, sufficient to induce him to doubt his bonafides in prosecuting the suit. If the defendant was guilty of adultery, the plaintiff by his neglect of her was guilty of conduct conducing to it. Therefore he would refuse the decree and order that the costs of suit be paid by the plaintiff.

The Ward Case.

The case of Esther Ward vs. Bliss Ward was next disposed of by His Honor. This case was tried only last week and was undefended. The plaintiff resides at Bay Verte, Westmorland County, and the defendant is at present and has been for ten years, a resident of Massachusetts. The couple were married in Boston in 1882, by Rev. O. P. Wallace, a Baptist clergyman, and immediately afterwards took up their residence at Bay Verte. The husband deserted his wife in Dec. 1892 removing to the United States, and she has since supported herself by keeping hotel. The libel alleged ill-treatment and also adulterous intercourse on the part of the defendant at Ipswich, Mass., since the separation. His Honor held that the charges had been proved, and accordingly granted a decree annulling the marriage and ordering the defendant to pay the costs of the suit.

The court was then adjourned sine die.

TWO HOCKEY GAMES.

The Trojans and B. and B.'s Each Win a Victory.

Two hockey games were played at the Arctic rink last evening, resulting in victories for the B. & B. team and Trojans, the former defeating the R. C. R., and the latter the U. N. B. The R. C. R. and B. & B. game came on first and was quite interesting for a time. The game had not been in progress five minutes before Billideau shot a goal for the soldiers, the only one secured by them during the evening. The B. & B. men secured no less than 5 goals in the first half of the game. Neither team played with much snap in the second, it being quite evident to the military men that they had no chance of winning, and the B. and B. boys did not deem it worth while to do more than keep the other fellows from scoring. The B. and B. secured one additional goal in the second half and the game ended, with the score standing 6 to 1 in their favor. Channcey Coleman refereed in a satisfactory manner. The line up was as follows:

B. & B.	goal	R. C. R.
Murray	goal	Estabrooks
H Babbitt	point	Scott
C Babbitt	cover point	Dutney
Coburn		Coates
R Clarke	forwards	Baswell
D Winslow		Billideau
W Babbitt		King

Trojans vs. U. N. B.

The second game between the U. N. B. and Trojans was won by the latter hands down, the score standing 7 to 1 in their favor. Both teams did splendidly in the first half, putting up one of the fastest and prettiest games seen on the ice here this season. The college boys were kept on the defensive, the greater part of the time, but showed themselves to be right on to their job. Their combination work was good and goal keeper Pugsley worked hard to keep the rubber out of the net and prevented the score from being much larger than it otherwise would have been. The Trojans did good work all the way through and easily demonstrated their superiority over their opponents. The Trojans scored 3 in the first half and 4 in the second, and the single goal of the U. N. B. team was secured shortly after the commencement of the game. The players and positions were:

U. N. B.	goal	TROJANS.
Pugsley	goal	Finnemore
Clawson	point	F. Staples
Kinghorn	cover point	S. Staples
Trites	forwards	Rowan
Malloy		Morrison
Peters		McManiman
Lanney		Coleman

During the progress of the game LeBaron Peters of the U. N. B. team came into violent collision with one of his opponents, and injured his knee so severely that he had to be removed to his boarding house in a coach. His place on the ice was taken by McKendrick. The game was refereed by Ralph Clarke, and his decisions were generally satisfactory.

The Trojans are leaving for St. Stephen by the six o'clock train this evening to play a match with the Thistles.

The standing of the teams in the competition for the silver cup, presented by rink management is as follows:

	won	lost	p c won
Trojans.....	4	1	.80
B. & B.....	3	1	.75
R. C. R.....	1	3	.25
U. N. B.....	1	4	.20

Genuine Castoria always bears the Signature of Chas. H. Fletcher.

When Baby was sick, we gave her Castoria.
When she was a Child, she cried for Castoria.
When she became Miss, she clung to Castoria.
When she had Children, she gave them Castoria.

FOR SALE.

The desirable freehold property situated in the Town of Marysville, consisting of one dwelling house, containing ten rooms with oil, verandahs front and back, water in the house and a good barn and woodshed in connection.

For particulars apply to
JOSEPH ALLEN,
Marysville.

March 5-6dt

FOR SALE.

Freehold property on Brunswick st., occupied by subscriber. It has a Furnace, Bath Room, a Shed and a good Barn. Apply on the premises.

A. N. LAFOREST.
Feb. 26-dtf

TO LET.

From the 1st of April, the lower flat of the house on Smythe street, known as the McNutt house. Apply to

A. J. GREGORY.

March 4-dtf

TO LET.

The house, with barn attached, on George street a little below Church street, known as the Captain Leigh property. Possession given first of May next. Apply to

HAVELOCK COY.,
Barrister.

Feb. 17-deodtf

TO LET.

The store in Coy's Block, at present occupied by D. J. Shea. Possession given first of May next. Apply to

HAVELOCK COY.,
Barrister.

Feb. 17-deodtf

TO LET.

That desirable house on George street near the Kirk Church, known as the Atherton house. Possession given 1st May next.

Feb. 7-dtf

TO LET.

A suite of offices in the building on Queen street opposite the Post Office, at present occupied by Allan B. Wilnot, barrister. Possession given on May 1st.

Apply to
G. T. WHELPLEY.

Feb. 5-dtf

TO LET.

From the 1st of May, the upper flat of the Subscriber's House, 20 Brunswick street, containing 9 rooms, good yard and shed. For terms apply on the premises.

Feb. 10-dtf

E. A. DUFFY.

Hot Water Bottles.

Have you a good one? Have you any at all? If not—you do not know what a comfort they are. They take the place of all the old fashioned hot bandages, applications, stones, irons, etc. The great common household article.

We have them varying from 75c. \$1 00 \$1.25, \$1.50 up to \$2 00 each. Let us show you them. Don't consider yourself under any obligation to buy, simply because you look at these Hot Water Bottles. We merely want you to know all about them, so that if you should ever have need for one, you will come here for it.

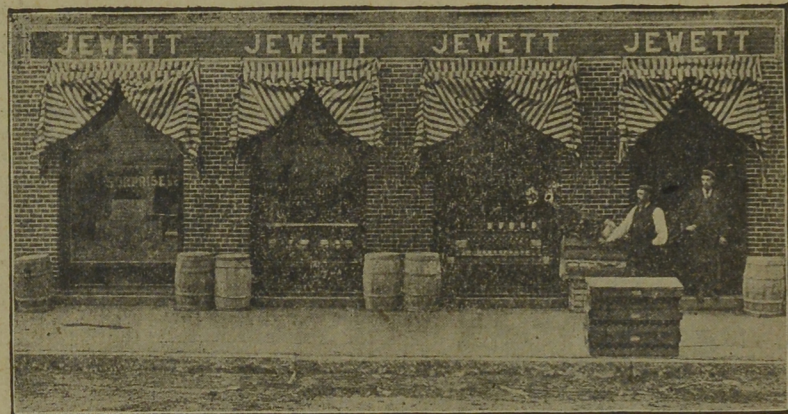
C. Fred. Chestnut, Apothecary,
308 Queen St., Eton.

Smoked Glasses

Are a good thing to protect the eyes from the Sun and Snow at this time of the year. We have them from 15 cents to 50 cents.

F. E. BLACKMER.

Telephone 129



VERY FINE

FRESH

CABBAGES.

H. C. JEWETT.

January 29th, 1903

SWEEPING REDUCTIONS

IN MANY LINES OF

WINTER FOOTWEAR AT Lottimer's SHOE STORE.

In order to clear out our stock of Winter Goods, we have decided to give

20 to 50 per cent. discount

off many lines, in which we have not all sizes, of Winter Footwear. We will give 25 per cent. discount off the manufacturers' list price on our entire stock of Overboots, Low Overboots, Wool Lined Rubbers, and Lumbermen's Warm Lined Buckled and Laced Rubbers. 20 per cent. discount off all our Ladies' and Misses' Skating Boots. 20 per cent. discount off all our Felt, Felt with Leather Foxing, and Felt Lined, Boots, Shoes and Slippers. 20 per cent. discount off the regular price on all our Oil Tanned Shoebacks and Moccasins. Here are a few sample prices:

Men's Oil Tan Moccasins, regular price 60c., reduced to 40c.
Men's Oil Tan Shoebacks, regular price \$1.15, reduced to 90c.
Boys' Oil Tan Brown Shoebacks, first quality, regular price \$1.15, reduced to 85c.
Youths' Oil Tan Shoebacks, one lot, sizes 11 and 12, reduced to 55c.
Boys' Moccasins, one lot, reduced to 15c.
Ladies' Felt Laced Shoes from 60c. up. Ladies' Skating Boots from \$1.00 up.
Misses' Skating Boots from 90c. up.

We have many other bargains, too numerous to mention in particular in this space. See some samples of bargains in broken sized lots of Winter Footwear, displayed in our store window.

We still have a quantity of pictures of Queen Alexandra on hand, which we will continue to give away with purchases of \$1.00 and upwards, while our supply of them lasts. Remember the place,

LOTTIMER'S Cash Shoe Store, 210 QUEEN ST.