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SUN PRINTING COMPANY,

JOHN S. LEIGHTON, JR.

Manager.

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THE SEMI-WEEKLY SUN.

ST. JOHN, N. B., July 7, 1906.

THE COMPULSORY SCHOOL ACT.

As was expected, as was indeed inevitable, unless the aldermen were willing to fly in the face of public opinion, the common council Wednesday passed the resolution putting into force in this city the provisions of the compulsory school act passed by the legislature last session. The responsibility of executing the law and the authority to establish the necessary machinery rests with the board of school trustees whose duty in this connection is fully laid down in the act.

The first action of the board must be to ascertain, before school opens again, the names and ages of all children between the years of six and sixteen in the city, together with the names of their parents or guardians. This list is necessary to provide the board with a working basis for the enforcement of the law and, as its preparation is no small task, enumerators will probably be appointed at once.

The act commands that every child in the city over six years of age and under sixteen shall attend either the public schools or approved private institutions for at least 120 days in each school year unless there is good and reasonable excuse—ill-health, for instance, or mental incapacity or domestic affliction or poverty so severe that proper and sufficient wearing apparel cannot be obtained. Other exemptions are made in the cases of children over twelve who are driven by necessity to work, but these exemptions only apply to those who have satisfactorily completed the work of the seventh grade.

The burden of seeing that this provision is complied with is placed upon the parents or guardians, who are liable to a fine or imprisonment for wilful failure. At the close of the next school year, if the board does its duty, every parent whose child or children has not attended school for at least the prescribed 120 days, will be notified and, if they cannot present such excuses as are acceptable under the act, will be prosecuted. For unruly children whose parents cannot compel obedience, provision is made under clauses which classify such who are absent from school ten days or more as habitual truants and empower truant officers or police to arrest them on sight and convey them either to school or jail. Persistent truancy may be punished by one month's imprisonment.

Another important provision of the act forbids the employment of any child under thirteen in any mechanical manufacturing or mercantile establishment, and the employment of any child under sixteen at any labor, unless such labor is necessary, and unless the child has attended school at least six months of the year preceding such employment, and attends school during six months each year of his employment until he has completed the work of the seventh grade. This provision is strengthened by another empowering the school board at any time to examine into the situation of the children employed in any city establishment and ascertain whether this law is being observed.

While the act may not be perfect it certainly will provide an effective instrument in the hands of an energetic school board for the prevention of adult injustice to St. John children and for the protection of the children against themselves. Efficiently administered it should guarantee that every boy and girl in the city shall be furnished with the necessary rudiments of an English education before he or she is forced into the struggle for existence and should, in so doing, make that struggle easier and more pleasant.

THE DRY DOCK.

Mr. George Robertson announces that he has at last been able to arrange definitely for the building of the dry dock. The contract has been let and work on the structure will probably begin next month, he says, and within two years and a half the dock will be ready for operation. While past experience does not inspire unclouded optimism as to the exact fulfilment of this prediction, none will be so unpatriotic as to withhold sincere hope that it will be realized and few so prejudiced as to deny Mr. Robertson full credit if it is.

That the port of St. John will profit by the presence of a modern dry dock—whether it proves a bonanza for its promoters or not—is unquestionable. In fact, for a port such as St. John is destined to be, a dock is a necessity. And if, in two or three years, St. John finds itself in possession of a plant for the repair of any of the great ships coming here, it will have just one man to thank.

That dock will be a monument to the energy, patience, resource and unconquerable persistence of George Robertson. For years he has worked with just one end in view. He has met disappointment after disappointment. Harder than that to bear, he has been laughed at. But he has kept everlastingly at it, in the face of repeated discouragements, of scepticism, of ridicule. If the end is now practically accomplished, as Mr. Robertson believes it is, he deserves gratitude and gratulation from every citizen of St. John.

Senator McGregor's remark that parliament, while it is passing laws to prevent usury, might properly take some measures to regulate the exactions of the banks, will strike the average man as decidedly pertinent. To the unfortunate individual who is not infrequently compelled to attach his autograph to pieces of stamped paper it is continually a marvel that for money so borrowed, no matter how good his security, he must pay the banks seven per cent. or so, while if he ever chances to have any temporarily surplus wealth to loan to the same institutions they will only pay three per cent.

The report of the Russian commission on the Bialystok outrages, showing that the massacre was inspired by military and police officials and was the result of deliberate preparation, cannot fail to greatly increase the popular detestation of the government and the bureaucracy, and the danger of the political situation. The fuse of revolution is burning very close to the powder magazine.

A bulletin recently issued by the census bureau at Washington shows that 19,624,757 copies of daily newspapers, or one for every four persons, are turned out each week in the United States, while on Sunday the number printed is 11,539,521. The total amount charged to advertising in 1905 was $145,531,811. The total capital interested in printing and publishing is $284,021,389.

A splendidly prepared and printed description of British Columbia, its magnificent natural resources and its prospects, has been issued by the Vancouver World in the form of a magazine of 112 pages beautifully illustrated, and containing a series of notable articles from well known writers. The pictures drawn of the brilliant future awaiting every British Columbian are very alluring.

Clearly there can be no justice for women till women themselves have the administration of justice. Then no more will gay octogenarian deceivers trifle with the callow affections of young and inexperienced damsels and escape unscathed, as that heartless flirt Rowley did yesterday.

The German emperor is now a grandfather. Perhaps that will sober him down some.

OVER 350 REBELS KILLED

DURBAN, Natal, July 3.—Further fighting between the rebel natives and the British columns occurred today. The latter came in contact with the enemy's vanguard, killing over 350 men, but the main Zulu force, numbering 8,000, is still at large.

RELIEF IN SIGHT.

An old Kansas citizen, who had been henpecked all his life, was about to die. His wife felt it her duty to offer him such consolation as she might, and said: "John, you are about to go, but I will follow you." "I suppose so Manda," said the old man weakly, "but so fur as I am concerned you don't need to be in any blamed hurry about it!"—New York Tribune.

ALBERT COUNTY COUNCIL MEETS

HOPEWELL HILL, July 4.—The semi-annual session of the Albert municipal council opened at Hopewell Cape at 10 a. m. yesterday, Warden Steeves in the chair. Councillor Jonah was the only absentee, the other members being present as follows:

Hillsboro—Jordan Steeves, H. J. Stevens.

Hopewell — W. J. Carnwath, I. C. Prescott.

Harvey—Geo. D. Prescott, David Barbour.

Alma — Wm. Rommel, J. A. Cleveland.

Elgin—W. J. McKenzie.

Coverdale—S. S. Ryan, M. P. P.; A. W. Leeman.

Secretary Treasurer Wright was also in attendance and Clerk of the Peace M. B. Dixon.

A petition from sixty-seven of their prominent residents of the village of Hillsboro was read requesting that the council make an appropriation for the erection of a lock-up at that place.

Charles Goodall was appointed an overseer of the poor for the parish of Coverdale in the place of W. R. Wallace, deceased, and other minor appointments made among parish officials.

The following amounts were voted for the assessors of the different parishes for making up road taxes, the amounts to be taken from the road money: Coverdale, $6; Harvey, $18; Alma, $9.50; Elgin, $10.

A complaint from Solomon Horsman and Oliver Steeves of the parish of Elgin, that they were over-assessed, was on motion referred to the assessors of the parish. A refund on taxes of $2.97 was ordered to be paid to Enoch F. Martin of the parish of Alma.

Scott Act Inspector R. A. Smith addressed the council briefly, explaining his work in connection with the one case for violation which he had brought, and in which he had secured a conviction. It was stated that three other cases would probably be brought against other parties shortly.

Contingent accounts were passed as follows: John H. Bleakney, $8; E. W. Lynds, sheriff, $11.75; J. B. Babkirk, $6.60; John Garland, $19; Dr. B. A. Marvin, $18.90; Joseph R. Lewis, $3.30; Willard Porter, jailer, $1, for services at present session; Willard Parker, $30.05, and $1.50 to be charged to parish of Elgin; J. E. Kinnie, $10.

On motion James Dixon, sr., Thos. Kelly and Councillor Rommel were appointed a committee to lease land, ask for and receive tenders and superintend the erection of a pound at or near James Dixon, sr.'s, in the parish of Alma.

It was moved by Councillor Stevens and carried, that Dr. B. A. Marvin, A. Sherwood and James Blight constitute a committee to act in accordance with the local acts of the year 1886, cap. 59, sec. 6, in reference to the building of a lock-up in the village of Hillsboro.

It was moved by Coun. I. C. Prescott and seconded by Coun. McKenzie, and carried, that a committee be appointed to make arrangements to install a telephone in the court house and also one in the registry office, the committee to be appointed by the warden. The committee was named as follows: Sec. Treas. W. O. Wright, Sheriff Lynds and Capt. B. T. Carter.

A motion was passed instructing the secretary-treasurer to ask Hon. W. Pugsley his opinion as to the compensation the council should allow the sheriff for summoning juries.

The council finished its deliberations and adjourned at 5 p. m.

LIKE A THIEF IN THE NIGHT

That's how pain comes.

We sit near an open window, get stiff neck or sore back. Perhaps cool off too quickly after exertion—rheumatism develops.

Spend what you may, but money can't buy anything better than Polson's Nerviline. Its penetrating power enables it to reach deep tissues—that's why it cures aches that all else can't touch. For outward application we guarantee five times more strength than in any other liniment. Inwardly it's harmless and as sure as the hereafter to ease at once. Don't accept a substitute for Polson's Nerviline, which is the one great household panacea of today.

RAILWAY WRECK VICTIMS ARE IMPROVING

SALISBURY, July 4.—The injured passengers of the Plymouth Steamboat express wrecked here July 1 are generally improving. The condition of Edward Sentell, of Brooklyn, N. Y., however, is not quite so good.

Robert S. Chritchell, of Chicago, passed a restless night, but is conscious and rational.

Miss M. Hitchcock, of New York City, is much better.

The pulse of G. H. V. Allen, of Fairhaven, Vt., is much improved.

The last will and testament of Julia C. Turnbull was admitted to probate yesterday, and letters testamentary were granted to Ernest H. Turnbull, Wallace R. Turnbull and Grace Turnbull, the executors named in the will. The estate was valued at $1,000 real property and $94,000 personal. A number of public bequests were made by Mrs. Turnbull, $1,000 to St. John Protestant Orphan Asylum, $2,500 to the poor of St. John's church, $500 to Old Ladies' Home, $500 to Salvation Army for support of Rescue Home, directors of Free Public Library $500, to to Mrs. Thomas Dienstadt and James Myles for purpose of mission work in Glad Tidings Hall $1,000. The balance of the estate, with the exception of a few personal bequests, is divided equally among Mrs. Turnbull's five children.

On application on behalf of Robert A. McIntyre, creditor, citation was granted calling upon heirs of late Samuel Schofield to show why Mr. McIntyre should not be appointed administrator of the estate of the late Mr. Schofield.

Letters of administration in the estate of Harry H. McCracken were granted to his widow, Annie McCracken. H. A. McKeown, proctor.

VERDICT GIVEN FOR DEFENDANT

Mr. Rowley Won In Breach of Promise Case

Judge McLeod Decided That There Was No Evidence That Defendant Had Agreed to Miss Gibbon's Terms

Saturday's Proceedings.

At least half an hour before the court opened Miss Gibbon, again dressed in a white duck suit, appeared in court accompanied by her father and sister and took a seat near the lawyer's table. The two sisters sat together conferring in whispers.

The aged defendant was later in arriving. He remained outside in the hall, where his friends adjusted his tie and brushed his clothes before his public appearance. As soon as he entered the room and walked slowly towards the table the girls stopped their conversation and followed him with their eyes until he had taken his seat. Dr. Currey immediately called upon Miss Alice Gibbon, sister of the plaintiff.

MISS ALICE GIBBON.

Mr. Currey—"Do you know defendant, Mr. Rowley?"

Ans.—"Yes."

"On September, 1904, did you see plaintiff and defendant anywhere."

Ans.—"At my sister's on Duke St."

"What time?"

Ans.—"In the afternoon."

"They were both in the house?"

Ans.—"Yes."

"What conversation did you hear relating to marriage?"

Ans.—"I heard Mr. Rowley ask her to marry him."

"What did she say?"

Ans.—"No. I have to go back to my duties in the hospital."

"Is that all that was said about marriage?"

Ans.—"Yes."

"Next morning did you see them?"

Ans.—"Yes." In morning quite early."

"What did you hear concerning the marriage?"

His Honor.—"What did he say?"

Ans.—"He asked her to marry him."

His Honor.—"Use his words."

A.—He said: "Ethel, stay home and marry me," and she said; "I cannot leave my work."

"Was that all that was said about marriage?"

"Ans.—"Yes."

"What room was the conversation held in?"

Ans.—"The kitchen."

"Did you see the plaintiff and defendant together last September?"

Ans.—"At my father's place at Bayswater."

"What did you hear about marriage there?"

No answer.

"What did he say?"

Ans.—(hesitatingly) "Ethel, stay home and marry me and make me happy. He said he liked no one else but her and worshipped her. She said she had to go back to work."

"Last November did you see them together anywhere?"

A.—"At my sister's."

"Tell what was said about the marriage at that time."

A.—"It was in the dining room. He said he was glad she came home."

Witness gave her evidence slowly and was evidently suffering from nervousness through she stated she was not.

After close questioning by the defendant's lawyer and his honor the witness was coaxed into saying she heard them speak of marriage.

Mr. Currey—"You did hear something did you not?"

A.—"Yes."

His Honor (impatiently)—"What was it?"

Mr. Currey—"please tell."

His Honor (finally)—"Will you answer the question or not?"

No answer.

After a while witness said, "He asked her to marry him and she said she would."

CROSS-EXAMINATION.

Here finished Dr. Currey's examination, and Mr. Baxter began his cross-examination.

Mr. Baxter—"Were you in the dining room with Mr. Rowley and Ethel at the time of the conversation, when your sister is alleged to have given her assent ?"

A.—"No. I was in the kitchen."

"You were not paying particular attention to what they said were you? Just a word now and then?"

A.—"Yes."

At the close of this witness' examination which was the last for the plaintiff, Mr. Baxter moved for a non-suit.

His grounds were: (1) That a contract for marriage generally has not been proven; and (2) that a contract was not made for marriage on a certain day.

"On the first ground," said Mr. Baxter, "in such a contract as in any other contract the parties must be ad idem. There is only one kind of marriage and people can not contract for a marriage by which she only meant to go through the marriage ceremony."

Judge McLeod—"There is no doubt that even if they go through the marriage ceremony and one of the parties refuses to cohabit with the other the marriage may be annulled. There is no doubt about this proposition."

The judge reserved leave, saying that he had already these points in his mind.

Mr. Baxter said that therefore he would proceed with the defense and called as his only witness the defendant.

GEORGE ROWLEY.

The defendant climbed into the witnes box with difficulty, remarking that he was rather unsteady on his feet. The judge told him not to attempt to stand, but to sit down while giving his evidence.

Mr. Baxter—"You are the defendant in this case, Mr. Rowley?"

Witness—"It seems so."

Q.—"You have resided in Carleton for many years?"

A.—"Yes, for sixty-four years.'

Q.—"How old are you?"

A.—"I was born in September, 1833."

Q.—"You remember what happened on Tuesday, November 14th?"

A.—"I don't know the date of the month, but I do of the week."

Q.—"Do you remember what Miss Gibbons said to you on that day?"

A.—"She said she would not live in Carleton,' and that she wanted me to pay a hundred and fifty dollars rent for a house in Portland. I said I couldn't do that. She said she wanted me to make over five thousand dollars to her before the marriage. I asked her what I would do for clothes, and she said she would get them for me. I saw her three times during that week."

Q.—"What reply did you make to her about the rent?"

A.—"I told her I could not do that. I told her I had not earned any money in seven years."

Q.—"Who spoke first of a house renting at one hundred and fifty?"

A.—"She did. I thought it more than a working man could afford. I had a house of my own already, a comfortable one. You have seen it time and time again, Mr. Baxter."

Q.—"Was there any proposition that she should live apart from you after marriage?"

A.—"Yes, she was to live with her brother-in-law during the winter and in the spring there would be a better chance for us to get a house. She said that she would pay her own board."

Q.—"Where did you suppose she was to get the money?"

A.—"I suppose she intended to get it from me."

Q.—"When were you to give her the five thousand?"

A.—"There was no date fixed."

Q.—"Who was to marry you?"

A.—"Mr. Howard or Mr. Marr."

Q.—"Was there any date fixed for the marriage?"

A.—"She said that when the money was made over she would fix the date herself."

Q.—"How was the money to be made over to her?"

A.—"She did not care as long as she got it. I told her I would leave her all my money, when I died, that is if there was any left."

Q.—"And what did she say?"

A.—"That she would rather have it first. I told her I could not have the money before the first of January."

Q.—"This was on account of the interest."

A.—"Yes."

Q.—"You say there was no date fixed for the marriage?"

A.—"Mr. Baxter, I am telling you honestly and fairly there was no date fixed."

Q."Did anyone overhear your conversation with the plaintiff?"

A.—"Mrs. Baxter, her sister, was in the kitchen."

Q.—"Was this young lady there also?" indicating Miss Alice Gibbon.

A.—"I did not see her all day. I don't think she was there."

Q.—"When she spoke about not living in Carleton what did you say?"

A.—"I told her she should have said this before."

Q.—"But you were willing to give up this point?"

A.—"Yes at first, but I decided later that I would rather not get married than live in Portland. I said I would not leave Carleton unless I was carried."

Q.—"How was your health at this time?"

A.—"You know."

Mr. Baxter—"But tell the court."

Witness—"I was just able to go to the doctor's. I required nursing and went to my niece's."

Q.—"Just one more question, Mr. Rowley. Your profession was that of a boat builder, was it not?"

A.—"Yes, you should know, Mr. Baxter, for you have passed my shop every day for years." (Laughter).

CROSS-EXAMINATION.

Dr. Currey—"How long have you known the plaintiff, Mr. Rowley?"

Witness—"Four or five years. I met her at Bayswater when I was visiting relatives."

Dr. Currey—"You have seen her on a number of occasions since?"

Witness—"Yes."

Dr. Currey—"You also kept up a correspondence with her did you not?"

Witness—"Yes, she was always saying write soon."

Q.—"I suppose your proposals in these letters were made in good faith?"

A.—"Yes."

Q.—"Those were her letters she wrote to you in return?"

A.—"They were."

Q.—"Tell the court about the time you last saw her in September last?"

A.—"Before she went away I took her out driving on the Mahogany road. I asked her to marry me, saying 'Ethel I will never ask you again.' She said she was going to a new hospital, and I told her I did not want her address. She did not say anything."

Q.—"You did, however, correspond with her?"

A.—"Yes, she wrote to me when she got to Boston."

Q.—"And when you went down to the boat to meet her at the boat when she returned in November it was in expectation of marriage was it not?"

A.—"It was rather. It was there I got my cold."

Q.—"Did she ask you for money on any occasion?"

A.—"Only on the day out the Mahogany road. She asked me for four dollars to buy a fur cape, which I gave her."

Q.—"Was a day fixed for the marriage?"

A.—"When I asked her to fix a day she said she would not tell till she got the money."

Q.—"You, however, did not break with her on the money arrangements?"

A.—"No, no, no."

Q.—"You consented to be married in the house?"

A.—"Yes."

Q.—"Did you not break with her on the marriage arrangements?"

A.—"No."

During a short intermission which followed, the witness leaned over and commenced to talk to the reporters, but the court crier, with holy horror written on his face, thrust the old man back into the box.

"You wanted her to fix a date for the marriage?"

A.—"Yes."

"She said that she told you to come on Monday and Tuesday. What about that?"

A.—"She said Wednesday."

"Where were you going on Wednesday?"

A.—"To see how things were going."

"Did you still desire to marry her?"

A.—"Yes."

"Was not Thursday mentioned as 'marriage day?' "

A.—"No."

"Did you not speak to her on Saturday about going to the bank for money?"

A.—"Yes."

"You were willing to have her name put in the bank book after you were married?"

A.—"Yes."

Q."How much money did you tell her you had?"

A.—"I canot say exactly, $4,000, I think."

Q.—"Did you mention your real estate?"

A.—"Yes, the house, but it is not much, though comfortable."

Q.—"Did you tell her about this money you had at the Bank of New Brunswick. She says $1,600?"

A.—"I may have."

Q.—"Why did you tell her all this?"

A.—"So that she would not think I was poor."

Dr. Currey.—"So that you would seem the more attractive in her eyes, I suppose?"

Q.—"Where did you go on this day, when the plaintiff alleges you were to be married?"

A.—"To my niece's—Mrs. Mary Ann Gibbons."

Q.—"Did you consult her about your matrimonial arrangements?"

A.—"Not at all."

Q.—"You say, then, everything went smoothly except transfer of money before marriage?"

A.—"Yes. Anyone who says anything against her behavior says wrong, understand me that."

Q.—"Was there anyone in the room when the transfer of property was discussed?"

A.—"Mrs. Baxter was in the kitchen, but not so as to hear."

J. B. M. BAXTER.

At a quarter to twelve the cross-examination was concluded and this closed the case for the plaintiff.

Dr. Currey asked to be allowed to call the plaintiff in rebuttal, but the judge thought it was unnecessary. The judge said that he would like to close the case at this session and then adjourn till Wednesday, when he would decide on the merits. His honor remarked that as there was no jury, the lawyers might well leave out the sentimental parts.

Mr. Baxter began, citing cases. He said that it was purely a matter of law as to whether the letters made a contract of marriage. He has shown that she was waiting to see whether she got the money before continuing her preparations for marriage. The defendant has given this explanation, positively, freely and frankly, as the reason why the date was not fixed.

The most then which can be claimed is a general promise to marry and to be a breach of this there must be shown proof of tender and refusal. This has never been shown, never by her letters, nor by her conversations.

This idea of enforcing her rights came as an after thought, under the persistence and I might say the domination of her father.

Now, how is she hurt outside of the sentimental damages? She did not give up her position. All this time (in November) she was an applicant for a position in a maternity hospital. From her professional standpoint there is no loss outside of a case or two which she might have had while waiting.

She says she has been earning $21 a week. When you compare her earnings, however, while single with the position as Mr. Rowley's wife, it is plain that it was better for her to remain single for the standpoint of her pocket. She could not very well, considering his age, have expected many years of connubial bliss with him in this world at least, whatever she may have expected in the hereafter.

As to the money which he might have left her he might have willed every cent away with the exception of her dower—a third of the real estate—a paltry sum at most. Even if she thought he would keep his word and leave her all the money which might remain this was only speculation on her part.

As to the sentimental damages there is none in this case in the general sense of the word. It was not a case of blighted affection. She was not to have been, according to her own stipulations, his wife in the ordinary sense of the word, but his married housekeeper. She would take care of him and use him kindly.

She considered the idea of this marriage foolish and rightly so. All this trouble would have been avoided if she had persisted in her common sense, and such absurdities as this would not have arisen. I did hope that the days of Bardell v. Pickwick were passed.

DR. CURREY.

Dr. Currey then addressed his honor. To make a contract there must have been an offer and an acceptance. We have shown Mr. Rowley had asked her hand in marriage, in fact that he had done so many times. That was the offer. But for one reason or other she declined.

Have we then the acceptance? Yes, both verbally and by letter. He made an offer by letter and this she conditionally accepts. In law a conditional acceptance is virtually another offer, and this offer Mr. Rowley, the defendant, irrevocably accepted.

Dr. Currey here cited Franklin v. Franklin, 154 Mass, 515, to show that an ante-nuptial agreement not to live together as man and wife does not affect the marriage contract.

There is besides this written limited agrement another, a verbal agreement, made in November. We have these two contracts.

Judge McLeod—There could not have been two contracts, Dr. Currey.

Dr. Currey, continuing, said that there was later an absolute refusal to marry made by the defendant.

In concluding Dr. Currey gave his explanation as to why the girl had given her consent to the marriage. There is nothing, he said, which a man can do which is so pleasing to a woman as the little attentions which the defendant had shown Miss Gibbon. The natural result was a feeling of gratitude which culminated in November, when she gave an unconditional assent to become his wife.

The court adjourned until Wednesday morning, when his honor will deliver judgment.

Quite a number of interested spectators assembled in circuit court Wednesday afternoon to hear the judgment in the Gibbon v. Rowley breach of promise case, which was postponed from last Saturday. At 3 o'clock His Honor Judge McLeod took his seat, and after a brief review of the case, stated that he was compelled, after looking carefully into the evidence to give judgment in favor of the defendant. The evidence had shown that plaintiff had attached to her agreement of marriage a condition that the defendant's money be made over to her before marriage. There was no evidence to show that this clause had been agreed to by the defendant. Hence the contract had no force.

He reviewed the case briefly. In Sept., 1904, at the home of the plaintiff's sister, the defendant first asked plaintiff to marry him. The first time she declined. The next morning she again declined his offer. That day she went to Boston but they kept up a correspondence. The letters written by the plaintiff were of a proper character for a young woman to write. She returned home in Sept., 1905. Again he proposed to her, but she did not accept him and returned to Boston. She wrote him on the 6th October and again on 16th October, apparently in reply to letters from him. She again wrote him on Oct. 19th. In that letter she said she would accept his offer of marriage. In that letter she attached a clause which the counsel for the defence said made the contract of no force. In that letter she said she would marry him but she could not occupy the same room with him at night. His answer to this seemed to be agreeable and in the letter he sent six dollars. He told her of his love for her in most of his letters. In her letters there was no talk of love but she told him how much she respected him. On her way home the plaintiff wrote defendant that she was coming. Defendant met her at the boat. He visited her at her sister's home the next day. He would say that there was no new contract made on her arrival home. The only contract was the one made by writing on October 14th. There was some question as to whether this contract was legal, since there was a clause stating that the parties were not to cohabit together. However, had the marriage taken place the husband would be entitled to all his marital rights. The plaintiff arrived home on Tuesday, Nov. 14th, 1905. The defendant called for the second time on Thursday when there was some talk of marriage. On that day they talked about getting a house in Portland. Defendant called again Saturday. The defendant said on that day he did not want to live in Portland that winter but offered to pay her board until he came to live with her. Plaintiff says on this occasion defendant asked her to go to the bank with him to make over his money to her. She did not go but he promised to bring the money over to her on Tuesday, and on Thursday they were to be married. Defendant did not show up Tuesday, nor on Thursday, which was to be the wedding day. Meantime she had gotten partially ready for the wedding.

On the evening of the day on which the wedding was to have taken place plaintiff with her brother-in-law went over to see defendant, who claimed to be very ill, and said he could not think of being married. On returning home she wrote him a letter which His Honor read in court. This letter, His Honor thought, was not of the nature one would expect from a lady to a man who had broken his promise of marriage to her. Her next letter, however, written Nov. 30th, showed the plaintiff to be getting indignant. She mentioned that she had been told that he was only shamming sickness. The next letter was one which was written in St. John, sent to Boston, and there registered and returned to him. In this and later letters she urges him that he take back her presents.

His Honor stated that it seemed to him from the evidence that the plaintiff wanted to get the defendant's money before marriage. There were no letters, however, in which defendant promised to give plaintiff his money before marriage. The defendant had said that he told plaintiff he would go with her to the bank and enter her name on the books so either could draw the money. He found no evidence showing that the defendant had agreed to give his money to plaintiff before marriage. In justice to the young woman he would say that she conducted herself in court with great propriety. He felt extremely sorry that a case like this should come before the court. He felt that she had been badly advised by her friends, although she had not admitted it. He felt obliged to conclude, however, that the plaintiff refused to go on with the marriage ceremony until the money was paid over to her by the defendant.

ENDLESS ANNOYANCE AND MISERY.

"As a man of seventy years I am grateful to God and to Dr. Chase's Ointment for a cure of piles which had caused me endless annoyance and much misery. The itching and burning was almost beyond endurance, but Dr. Chase's Ointment brought quick relief and I believe that the cure is lasting."—Rev. Wm. Thomas, Brownsville, Ont.

BIG CAR ORDERS FOR CANADIAN COMPANIES

TORONTO, Ont., July 4—Orders have just been placed by the Canadian Northern Railway for five hundred and fifty new box cars to be delivered in time for use in moving this season's crop of wheat in Western aCnada.

The orders have been given to the following companies: Rhodes, Curry & Co., Amherst, N. S., two hundred and fifty; the Canada Car Co., Montreal, two hundred; the Crossin Car Co., Cobourg, one hundred cars.

These cars are in addition to sixteen hundred ordered earlier in the season from Canadian car manufacturing companies, including a thousand box cars, four hundred flat cars and the remainder stock and refrigerator cars. This new rolling stock together with fifty engines which had been ordered for this season's delivery represents an outlay of between three and three quarters and four million dollars and Canadian companies have been successful in securing nearly all the orders.

THE RIVERSIDE SCH

HOPEWELL HILL closing exercises of t solidated school took ternoon of June 30th, from many parts of the spacious assem school, where the exe of unusual interest, the two hundred pu into the room at 2.3 programme was carr of choruses, recitatio and excellently rende Misses Copp and Dow uating class, and Mi XI. Graduating certi sented to the follow Annie Downing, Mab Atkinson, James Car Copp, Clarence Hoar Smith. Rev. A. W. addressed the gradua marks being most ea ing. Mr. Trueman, th report, announced tha ed for the student in class making the high age, had been won b wath. This prize, was Jardine, manager of branch of the Bank of offered by Premier Tw essay on Albert cou had been previously W. Smith. The medal governor general was Atkinson. The medal awarded to the studen ating class making th ing in English gramm ature and essays.

Cash prizes were also students leading in grades as follows.

Grade I.—Hattie Col Bernice Steeves; grade ton; grade IV.—Amy —Ethel Ewell; grade ton; grade VII., Lena —Harold Turner; grad Wright; grade X.—Mar XI.—James Carnwath. also given Kathleen Pr ty-six prizes were a dents whose attendan ment had been perfect having been offered by Clelan. Fifteen of th missed no time and had making forty-one in all.

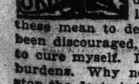
The principal also re ing the year 270 pupils tendance—250 during the teachers had worked Mr. Trueman considered the trustee board woul retain as many of them duced to remain. It wa ted that Miss Foster a bridge would not return tion. Miss Clara Turner gaged to take charge of science work, and Mr. has had special traini study and garden work. Foster's department. equipment of the school, ed, had been much imp the year, and without a pense to the district. piano had been installe dictionary placed in the many books had been friends of the school. S was made of the exce Mr. Copp, the janitor, w mechanic had been of gr During the year death from the school four of Mildred Peck, Hattie T Stevens and Emmerson Whatever may be th those ratepayers who ar look at matters from standpoint, all seem free the school as an institut an unqualified success, an ers and trustees are much credit for having ac much in such a short ti gress of the school dur year will be watched w terest.

DETROIT, Mich., July Wisner, a consulting en ternational reputation, home here today of sto He was 65 years of age. was one of the three U representatives on the waterways Commission, merly on the U. S. Lake was an important wit Greene and Gaynor case

PHILADELPHIA, July illness of one week Har President of the Penn M ance Co., died today at Death was due to heart West was 72 years of age.

The act or practice of b thing, as one's wants or o into public notice, as by nouncement in periodicals, bills, placards, etc.—Cen zine.

A WOMAN'S SYM



Are you ed? Is yo bills a hea heavy ph den? I load? Is these mean to delicate wo been discouraged, too; but to cure myself. I want to burdens. Why not end th stop the doctor's bill. I ca you, and will, if you will All you need to do is to free box of the remedy, been placed in my hands away. Perhaps this one b you. It has done so for ot I shall be happy, and y cured for 2c. (the cost o stamp). Your letters held tially. Write to-day for m ment. MRS. F. R. CURR sor, Ont.

NOTICE.

The Canvassers an tors for the SEMI-W SUN are now mak rounds as mentione The Manager hopes subscribers in arrears when called on.

EDGAR CANNING in A Westmorland Counties, N

F. S. CHAPMAN in King

J. E. AUSTIN, in Sunbur