R. S. Porter.

SOME FUNNY THINGS

By Funny Men.

VIEWS OF

OTTAWA, HALIFAX, ST. LAWRENCE, &c.

DAILY JOURNALS FOR 1881.

Advice to a Wife } Chavasse
Advice to a Mother }
John Ploughman's Pictures, (new) ... Spurgeon.

R. S. PORTER,

Issuer of Marriage Licenses, Lindsay

Lindsay, Oct. 6th, 1880.

Geo. H. Bertram.

SPECIAL SALE OF IRON, PAINTS, OILS, GLASS AND General Hardware

The undersigned begs to announce that in addition to a special reduction of prices he will give a further

SPECIAL DISCOUNT OF

Ten Per Cent

ALL CASH PURCHASES OF ONE DOLLAR AND OVER

DURING OCTOBER.

With the exception of cut nails, which he is selling at Montreal prices. As his stock amounts to over $15,000 and is largely imported direct from England and the United States, the opportunity for farmers and others to secure bargains is a rare one, and should be taken advantage of at once.

GEO. H. BERTRAM.

Hardware Merchant, Hamilton's Block, Kent st. Lindsay, Sept. 29th, 1880.

Banking and Exchange.

DOMINION BANK, KENT St., 3rd door east of the Post Office, LINDSAY

This Bank has permanently opened for the transaction of a general banking business.

A Savings Department is also established. Interest allowed on deposits of from Five dollars and upwards.

Drafts bought and sold on all points in Canada, the United States and Great Britain.

N. H. COWDRY, Agent

Lindsay, September 23, 1880. 1097.

A. McALPINE

Broker and Insurance Agent.

Fire, Life and Accident Insurance effected; Mortgages, Notes, Greenbacks and silver bought and sold, money to loan on mortgages or other security. Office four doors east of the English Church, Kent St., Lindsay.

$100,000 TO LOAN

On first mortgages at

7 PER CENT

The Canadian Post.

LINDSAY, FRIDAY, OCT. 15, 1880.

Circulation 2,500

SUNDRY SCHOOL MATTERS.

In another column will be found a memorandum from Mr. McFaul to the school board concerning the model school. From this it will be seen that the official records show no deterioration in the public schools on account of the model school. On the contrary there is a marked advance though this is due not, particularly to the modelites but to the increased staff and to the improved arrangements carried out by Mr. Mc Faul. The memorandum strengthens considerably the contention that the model school is not hurtful to the public schools.

During the discussion of Mr. Cornell's proposition for the re-engagement of teachers at the last meeting of the board a disposition was evinced by the chairman and some others to take a course that will be certain to receive strong condemnation. We do not consider the engagement of teachers at the October meeting a material point, but when in response to Mr. Cornell's proposed re-arrangement Mr. Grace suggested as an alternative that the services of Mr. Hempton should be dispensed with, he gave expression to a preposterous and extremely silly opinion, and one that if adhered to will prove that he is quite unworthy of the responsible position he now fills. He is perfectly familiar with all the circumstances that partly led to the proposed change, and yet he proposes an alternative that would be an outrage upon common sense. Mr. Hempton is a thoroughly satisfactory teacher. He is faithful, diligent and capable, and has proved to be a successful instructor. The proposition of Mr. Cornell has the advantage of economy, and it has other advantages. It is also a necessity. Public opinion will not support the line which some of the trustees seemed desirous of taking, and they would do well to recede from it at once.

A CASE OF "INTEREST."

There has just been exposed in the city of Boston a fraudulent concern which under the title of the "Ladies' Deposit Company" secured large deposits by promising interest at 8 per cent per month or 96 per cent per annum. The woman who started this scheme received and continues to receive very large sums.

In this section of the country the reverse is the case. Here, judging from a case at the assizes, the borrowing party pays from fifty to say five hundred per cent. Transactions of the extraordinary character revealed in the case of McAlpine v. Grant et al, are not unhappily of an isolated nature. There are three specially objectionable features in these cases: the extortionate rate of interest; the midnight proceedings with the threat of arrest; and the discounting of forged paper. The first two practices have long been matters of notoriety. The rate of interest is an open question, of course; the use of a constable or of a person purporting to be a constable, and the efforts to secure endorsers under the threat of arrest, are proceedings that cannot be too strongly condemned. Any person who handles forged paper and who compounds felony must know the penalty. It is alleged that a certain class of brokers indeed prefer forged paper as it gives them a stronger hold on their victims. Whether that preference is displayed in Lindsay or not the near future is likely to divulge. Some victimized party will be sure to turn upon the usurer and try to send him to the penitentiary.

The case before the court is by no means the most disgraceful of the class. We have heard of others much worse, and a record could be made up that would startle and shock the community. We have had before us for some time some particulars of a more flagrant case in which another money-lender figured. About a year ago last spring a respectable farmer of Ops, near the boundary of Emily, was led, instead of endorsing a note for his two nephews for $70, to give his own note for that amount, to become due in the fall, after harvest. He took security from his nephews. When the note became due the "boys" were unable to pay and so was the uncle. He got a renewal for six weeks at a cost of $50. A second renewal was necessary at a further cost of $150. The unfortunate farmer's crops had failed and he was unable to obtain money. Not exactly a midnight visit was made, but one just as indefensible, and by the aid of an unscrupulous attorney the poor farmer was absolutely scared into giving up his farm of one hundred acres in order to get quit of the thing. The farm was in fair condition, was worth probably $3,300, and was incumbered with a mortgage of $1,100, which the farmer, a sober, industrious man, was paying off and could continue to pay off as it became due. The money lender lent $70 and in a little over a year got possession of a farm for which he is now asking $3,500. Could anything more disgraceful be conceived! It is a moot point if the court of chancery could not upset the transaction. And, if so, steps ought to be taken to compel the shark to disgorge. Here is a transaction by a third broker if anything more discreditable. A farmer came in to get some money from a money-lender, not as a loan but for material supplied and for which payment was due. He obtained some fifty or sixty dollars on account, for which he gave what he supposed was his receipt. What was his surprise some months afterwards to find that the paper he had signed was not a receipt but really a note on which an exhorbitant rate of interest was demanded. The Shylock wanted heavy interest for money that was actually due the farmer. The latter, of course, resisted payment, and the matter was settled in some way; but the individual who tried this game should have been sent to gaol, and may get there yet.

Persons who engage in business of this kind fully deserve the severe censure passed upon them by Mr. Justice Patterson. One of the most unhealthy signs of the times is the sense of admiration actually evinced by the community for these persons. One would naturally suppose they would be objects of scorn and contempt. But there is, on the contrary, a sort of unholy ambition to engage in the same line of business. The hopeful energy of young men and the experience and accumulations of middle aged men are to be devoted not merely to twenty or fifty per cent, but, before they know where they are, to the disreputable practices of midnight marauding or worse, and to all the sharp and questionable doings by which a loan of fifty or a hundred dollars is run up to several hundreds in a few months. Some of these people indeed have grown expert already, and will furnish material for the courts or for the newspapers. No one having at heart the welfare and the reputation of this place can regard this tendency without foreboding for the future. Conduct that ought to have been sharply condemned has been looked upon as clever and "smart." If this is allowed to go on the name of Lindsay will become a byword and a reproach. "It is never too late to mend." A fair and legitimate business can be carried on, and the lessons of this assize should have an effect in the right direction. There are eight or nine churches in Lindsay. The ministers ought to attend the assizes and then go home and prepare sermons on what they have seen and heard. Barabbas was a gentleman and a saint compared with some of their own congregations.

Happily these iniquitous and disgraceful practices are confined to a very limited number. The business community of Lindsay will rank with any in the province for integrity and enterprise and for honorable dealing. They command the confidence and respect of the surrounding community, and it is undesirable that they should be injured in any way by the grasping conduct and predatory instincts of a few "sharks." Business can be done and a living can be made without resorting to the practices described in this and other columns.

EDITORIAL NOTES.

Wednesday, Nov. 3rd, has been appointed Thanksgiving day by the governor general.

The election of Plaisted, the democratic candidate, as governor of Maine is conceded by the republicans. The legislature is republican.

The sultan has at last surrendered Dulcigno. It is said the czar is growing blind. The state of Ireland is becoming worse. The priests are denouncing the agitators.

The Globe seconds a suggestion thrown out by Mr. Blake during the provincial general election to the effect that biennial sessions of the legislature might at some early day be adopted.

This is how it is done according to an Ottawa correspondent: "On dit that Mr. Morton, who on Wednesday became the postmaster general's son-in-law, will be appointed postmaster at Windsor. On arriving there he will discover that a sister-in-law of his father in law's is already enjoying the sweets of office."

The republicans have carried the Ohio state elections by a considerable majority and claim Indiana, but the democrats also claim the latter state. They have carried West Virginia. The result will give the republicans fresh courage, though it by no means ensures the success of Garfield. Both parties spent enormous sums in Indiana, and charges of fraud will come from every county.

Mr. Tim O'Day has been called to Ottawa to consult with the premier about the Pacific railway and gives to the Whitby Chronicle a brief report of the interview. Mr. O'Day advised Sir John to take the sense of the people on the question by a general election, but the premier, though he greatly values Mr. O'Day's opinions, did not appear to relish the suggestion. The clever humorist then wittily describes how Sir John tried to flatter and bamboozle him and how when finally pressed hard to give some practical information, put the whole matter in a nut-shell in this wise: "Tell yer frinds, thin, that if there's to be a speshul sesshun they'll hear av it; if there's not they wont. An as to the details av the railway bargain that yez want so badly to kno about tell em that we are to be kept in power for tin years before and tin years afther the road is bilt. All the other details hinge upon this wan detail." The premier was told that owing to the defeat of Gibbs in North Ontario and the narrow escape of Beaty in West Toronto the spondulix would have to be forthcoming if he wished to carry the next general election. Mr. O'Day describes Sir John's characteristic reply: "An so the spondulix will, me by an illigunty, an so sin aither to take up from the sin-di-kate. Tis part av the bargin that the spondulix must be forthcomin an me an me frinds kipt in while the railway is bildin an tin years afterwards. This is wan av the details that the Globe wud giv its hed to kno, and I giv it to you in parlock confidence."

SOME QUEER DOINGS.

HOW A LINDSAY BROKER TRIED TO FLEECE ELDON FARMERS.

THE CASE OF McALPINE V. GRANT—A MIDNIGHT ARREST—DISCOUNTING FORGED PAPER.

On Thursday afternoon the case of McAlpine v. Grant et al. was tried in the court house before Mr. Justice Patterson and a jury. Mr. J. Bruce Smith appeared for the plaintiff, Mr. Adam Hudspeth (Hudspeth, Barron & Jackson) for the defendants. The action was on a promissory note for $1,300, which sum the plaintiff sought to recover from the endorsers of the note, Alex. Grant, Robt. Simpson and David Dunoon. The case excited deep and general interest as all the parties are well-known. Dunoon pleaded that he endorsed his name under the belief that the note was signed by two brothers of Grant's (Hugh and Hector) who were perfectly good for the amount. As a fact the note was signed by A. Campbell (Alexander) who was worthless and has since absconded. Simpson pleaded that he had never endorsed this note. Grant pleaded that he had paid the note in full. It appeared that Grant had endorsed notes for Archibald Campbell and Alexander Campbell to a large amount and which had been renewed from time to time. The $1,300 note represented the total of Alex. Campbell's indebtedness with interest at one-quarter per cent a day and other exorbitant rates. The debt a year before was $900 and the note for $1,300 was taken to pay that sum, the $400 being included for the year's interest. The $900 in the same way was made up of a smaller sum and interest and plaintiff would not swear that he had ever advanced more than $500 or $600 altogether on both notes. McAlpine having taken the note for the $1,300 made by Campbell and endorsed by Alex. Grant became anxious to get further security and Grant persuaded Dunoon to endorse the note saying it was made by his brothers. McAlpine offered to lend Alex. Grant $100 without interest if he could get Dunoon to endorse the note and told Grant to tell Dunoon it was his brother's note and then he would endorse it. This was done and Dunoon endorsed the note which was lying on the counter in McAlpine's office. McAlpine it appears, not then satisfied with his security, went out to Manilla some time after and obtained from Grant a chattel mortgage for $2,500 odd taken to secure the $1,300 note and all other notes upon which Alex. Grant was liable. He also applied to Hugh Grant, a brother of Alexander, to endorse his name on the $1,300 note. This Hugh refused to do, but at McAlpine's request said he would endorse a $900 note as collateral security to the $1,300 note. He did this and subsequently paid McAlpine the $900. McAlpine sold the goods of Alex. Grant under the chattel mortgage and realized $500 over the costs of sale. McAlpine still not satisfied with his security and a note of $70 being sent him by Alex. Grant purporting to be made by one of his brothers named Hector who had not himself signed it but had authorized Alexander to sign his name, laid information before the police magistrate and had a warrant issued and placed in the hands of Constable Meehan for the arrest of Alexander Grant. McAlpine accompanied by the constable drove out at midnight to Alexander Grant's and took him to Woodville Junction, and then went to three brothers of Grant's who came down to where their brother was. McAlpine told them that he had their brother arrested for the forgery as well as a charge of false representation and unless he got security for the $1,300 note he would have him in gaol that night. The three brothers then gave their several promissory notes for $300 each which McAlpine discounted at the Bank of Montreal and which are not yet due. Subjoined is a synopsis of the evidence:

THE PLAINTIFF'S CASE.

ALEX. McALPINE, the plaintiff, testified: I know the three defendants and saw two of them, Grant and Dunoon, sign the note as well as the maker, Mr. Campbell. I sent it to Campbell to get Simpson's signature and it came back to me endorsed "Robert Simpson, his mark." I know Campbell's handwriting as evidence of Simpson's endorsement. He is the maker of the note. He is now in the United States.

Cross-examined by Mr. Hudspeth. Simpson denied endorsing the note to me. I have no books to show my transactions with these parties. I don't keep any books. I have no books to show what cash I lend my customers. The only evidence I have is this note. I could not say how much money I advanced Campbell. I advanced him more than $300; but I can't say how much I advanced him. The note calls for $1,300. I could not swear that I gave him $500. The note in question was given for another note of $900 and $400 added to it as one year's interest. The note was signed by Campbell and Grant in the first place. I was present when Dunoon came into my office and endorsed the note. I swear he understood it was Campbell's note he was endorsing. He didn't say "Is that the boy's note they want me to endorse?" I didn't promise to give Grant $100 if he would get Dunoon to endorse the note for me. Afterwards I became afraid that Dunoon was not as good as I supposed he was and I got a chattel mortgage from Alex. Grant as additional security. The mortgage is for $2,571 and is dated 12th April, 1879. The note is dated February, 1879. That mortgage was taken as security for what Grant owed me; he had endorsed other notes for me, one of $675; another dated Sept., 1879, of $181; another for $119; and a fourth for $179. I got $900 paid by Grant's brothers. I didn't credit this amount on the $1,300 note because it was not paid on that note. It was paid on a note of Campbell's on which I had no security. There was a sale under the chattel mortgage, and $569 was realized from the sale. This amount was applied on the Alex. Campbell and the Arch. Campbell notes upon which I had no security. I laid an information against Alex. Grant, had a warrant issued against him and took a constable with me to his place after night. He, the constable and I went by carriage to see his brothers, from each of whom I got a note for $300. I laid before them the whole matter in regard to Alex. Grant and told them about the representations he had made to me that he was worth so much money, and also about a forged note of $70 purporting to be made by Hector Grant. These were the reasons why I laid the information. They knew the constable was there and had a warrant and the three brothers got together and sent for their uncle and we arranged the three brothers should give each a $300 note. I never threatened to put this man in gaol. As soon as I got the three notes I dropped the affair and didn't proceed to prosecute this man. These monies were not to be applied on the note. I have received the money on these three notes.

Re-examined by Mr. J. B. Smith. When Dunoon endorsed the note he wanted to know the amount of it and he asked about Campbell's position, and the only answer I could give him was that Campbell had told me he had $1,400 worth of book debts. I didn't ask Grant to get Dunoon to endorse. All I asked Grant to do was to get an endorser. Some of the money for which the $1,300 note was given was received by Campbell and some by Grant. They got the money and divided it between themselves and both signed the note, one as maker and the other as endorser. The warrant is still in the hands of the constable. I never forbade him executing it.

ALEXANDER MACDONALD testified: I live in Manilla and know Robt. Simpson. I heard a conversation between Simpson and Archibald Campbell a year ago last summer. One evening McAlpine came into the hotel there and Simpson asked Campbell who that was and Campbell replied that it was McAlpine from Lindsay. Simpson then called Campbell aside and said, "What about that note" or "them notes." Campbell said in reply, "It's all right; they will not trouble you." That's all I heard.

JESSE NIX testified: I live in Manilla and know Robert Simpson and Arch. Campbell. Last fall Campbell came to Skinner's where I was working and hired a horse to take him down to Simpson's. I drove him down to Simpson's place. Simpson was not at home and we went to a farmer's near by where they were threshing and found him there. Campbell took Simpson to one side and they had a conversation but I didn't hear what was said. The same night, however, Simpson came to my house in Manilla and asked what Campbell had said to me while driving home. I said that Campbell said if he would own to signing this note which he did sign that they would make up this $420 and come down with him and let him take the note up. Simpson says to me, "Oh, but there's a $1,300 note." I said, "No, I think there's not." "Yes, there is," said he, "and I will never own to signing that note; not yet awhile." Says he, "If I have to pay that it will put me out of house and home." He asked me if I would admit it. I said I would not if I hadn't signed it. I did not know anything about this $1,300 note till Simpson told me about it that night in Skinner's sitting-room.

Cross-examined.—I was not taken down to Simpson's as a witness. I did not go to McAlpine and volunteer this information. I suppose I mentioned about the circumstances to some one in the village.

This closed the plaintiff's case.

THE DEFENCE.

ROBERT SIMPSON (examined by Mr. Hudspeth) testified:—I do not write my name. I did not endorse this note for $1,300. I never was asked to. About three years ago I endorsed a note of $300 for Sandy Campbell. That note is the only one I ever endorsed in my life. I remember the time Campbell and Nix came to where I was threshing. Campbell called me aside and said, "Lawyer McIntyre will get you and me free if you only own to signing this note. Says I, "What note?" That's the first I heard of any note. I thought he was talking about a note he was going to make. Says I, "Campbell, I don't know what you mean." I never had any such conversation as Nix says I had with him in Skinner's sitting-room. I deny it.

Cross-examined by Mr. J. B. Smith. I had not this conversation with Nix. I was not in Manilla the night he refers to at all. I did not see McAlpine in the hotel at Manilla and ask Campbell who he was. Archibald Campbell never came to my place in May, 1879, and asked me to sign the $1,300 note. I am quite positive of this. He never got me to sign a note in his life. I had a conversation one night in Manilla with Nix. He said it was a pity I would have to pay that note. I said, "I am not going to pay a thing I didn't sign." Nix and Macdonald are swearing to-day to what is not true.

ALEX. GRANT testified:—I am one of the defendants. The $1,300 note was endorsed by me. I did not get a cent of this money. The $900 for the three notes of $300 each was to be applied in payment of this $1,300 note. There was no agreement that the money realized from the sale should be applied on any other note than the note now sued on. The mortgage was given at Manilla station. Mr. McAlpine and his attorney, Mr. Heap, came out and got it. McAlpine said Dunoon's name was not worth the paper it was written on and that's the reason he wanted the mortgage. The mortgage was filled up at the station; I gave him a list of all the stuff I had. When they read the mortgage over they read the amount as $1,510. I never knew till Mr. Dunoon came and told me so that this mortgage was for $2,571. McAlpine sold me out two or three days before Christmas, 1879. I heard $610 was realized by the sale. Before the sale was made McAlpine wanted me to get another endorser to the $1,300 note. My brothers gave each a note of $300 the night before the stuff was sold. These $300 notes were to be applied on account of the $1,300 note. When McAlpine wanted me to get another endorser I told him Dunoon would not endorse for the Campbells. Dunoon was only slightly acquainted with the Campbell's and I knew he would not endorse a note for them, because he had told me he would not. McAlpine said to me, "You can tell him your brother is in for the note and then he will sign it." Says he, "I will give you $100 for your own use if you get Dunoon's name to it." He only meant that he would lend me this $100. I saw Dunoon and got him to endorse it. I was present in McAlpine's office when Dunoon signed the note. Dunoon asked, "Where's the boy's note" and McAlpine said "It's here." The note was lying on the counter. I had told Dunoon that it was my brother's note I was wanting him to endorse. He didn't know it was Campbell's. He didn't look at the note when he signed it. He just wrote his name.

Cross-examined by Mr. J. B. Smith. I was telling a lie when I told Dunoon it was my brother's note. I don't think Dunoon read the note before he signed it. The note had been signed by him before the chattel mortgage was given. The mortgage was read over to me at the time it was signed. I understood I was to get the mortgage back if I got a good backer for the $1,300 note. He told me if I would get my brother-in-law, Mr. Dunoon, to endorse this note I would get the mortgage back. I am sure McAlpine at that time could not have had $2,571 worth of notes against me. Heap read the mortgage over. I got money from McAlpine several times, but paid it back. Altogether I did not get $300 from him, or $400. I never offered any one a cent to swear for me that the chattel mortgage was altered after it was signed.

DAVID DUNOON testified: I am one of the defendants in this case. I endorsed the note in McAlpine's office. Grant asked me as a favor to sign the note for his brother. I asked the amount of the note and I think he said it was for $1,300. When I went into McAlpine's office I asked "Where is that note belonging to the boys?" and McAlpine said "Here it is, Mr. Dunoon." I looked at the amount and put my name under Grant's, thinking it was all correct. I didn't see Campbell's name on the note. I didn't look at the name. I signed the note thinking it was the Grants' note. I came to know I had made a mistake when I went about two weeks after to McAlpine's office and asked him whose note it was I signed. He said it was Archie Campbell's and that I need not be in a sweat about it as Campbell was worth $1,400. I asked him why he wanted my name to it then and he said "Oh, to strengthen it." I said then that he had got it by fraud and that there would be trouble about it. I refused to sign for Archey Campbell because I knew he was not worth anything.

Cross-examined by Mr. Smith: I have got money from McAlpine on occasions. Once I got $20 for which I paid 1 per cent, for a month.

HUGH GRANT testified: McAlpine came to me and asked me to sign a $1,300 note for him. I refused to do this and then he asked me to endorse one for $900. He said I need not be afraid as I would not have to pay it at all, and I then did endorse a note for Alexander Grant, my brother. Donald Grant paid that note for me. That $900 was to be applied on the $1,300 note. I was present when the chattel mortgage was given and Mr. McAlpine said the proceeds of the sale would be applied on the $1,300 note.

Cross examined by Mr. Smith: McAlpine was going to apply the $900 note and the proceeds of the chattel mortgage on the note now sued on. It was in October I gave this $900 note and not at the time the mortgage was signed.

DONALD GRANT testified: I was one of the three parties who gave a $300 note. McAlpine and the constable came to my house and said he would have my brother arrested for forgery. Says McAlpine "Your brother has forged these papers." I said I never knew he had anything like that against him. I asked him if my brother signed that paper and he said "Heap, my lawyer, will swear to it." I gave my note for $300, and about the chattel mortgage he said the proceeds of the sale would be applied to the $1,300 note.

Cross-examined: I understood if the $1,300 note was paid we would not have to pay the $300 notes. There was a written agreement to this effect. McAlpine said if we would not give him these notes he would have my brother in gaol that night.

HECTOR GRANT testified: I am one of the three brothers who gave the $300 notes. These notes were given as security for the $1,300 note. The $70 note mentioned as being forged was mine. I authorized my brother to put my name to that note, and it was not a forgery.

Cross-examined: It was mentioned when the three notes were given that the chattel mortgage and the $300 notes were to be applied on the $1,300 note.

EVIDENCE IN REBUTTAL.

This closed the defendant's case, and the following evidence was called in rebuttal.

EDWARD WOOLHOUSE testified: I was present when Dunoon endorsed the note in McAlpine's office. Dunoon asked him what Campbell's circumstances were and McAlpine said he didn't know further than that he owned $1,400 worth of book debts. I didn't hear Dunoon say "Where's the boys' note?"

ALEX. McALPINE, recalled, testified: This agreement dated 26th December, 1879, is signed by me.

JAMES HEAP testified: I was present at the execution of the mortgage and read it over. I read the amount that is in the mortgage. I read the mortgage just as it is now, $2,571.

ADDRESSES OF COUNSEL.

Mr. HUDSPETH addressed the jury at considerable length, strongly censuring the methods taken by the plaintiff and arguing the case for the defendants with his usual force.

Mr. J. BRUCE SMITH presented the case for the plaintiff in a clear and able manner.

HIS LORDSHIP'S CHARGE.

His Lordship directed the jury in a long and comprehensive charge, in the course of which he condemned in strong terms the conduct of plaintiff. They were first to consider whether the defendants or any of them endorsed the note; and then if they found they had endorsed it to determine what the verdict should be given for. First in regard to Simpson it was necessary for them to consider the conflicting evidence respecting his endorsation of the note and to say whether or not he did endorse and return their verdict for him accordingly. As to Dunoon they were to consider whether he signed this note believing it to be a note made by Grant and not by Campbell. If they were of opinion he believed it was Grant's note their verdict should be for Dunoon without question of amount at all. If, however, the jury believed Simpson did endorse the note and that Dunoon signed it knowing it to be the Campbell note then they both would be in the same position as the defendant Grant, and the remaining question then would be as to the amount they were liable for. As to the question of amount the jury was to understand the note was for $1,300, but it was contended by the defendants that payment had been made on account of this particular note. They said in the first place that a $900 note had been paid in part satisfaction of the $1,300 note; but the plaintiff's account of this was that the note of $900 was not given in payment of the particular note for $1,300 but as general collateral security on the forged notes on which Alexander Grant was endorser. The defendants said again that the three $300 notes given by Grant brothers had also been paid as part satisfaction of the $1,300 note. McAlpine's story was a denial of this. The point was one the jury had to determine from the evidence they had heard. Finally the defendant claimed that the $569 realized from the sale under the chattel mortgage was as part satisfaction of the note. This also was a question of fact to be found by the jury, but his lordship said he thought it would be unsafe to dispose of this mortgage money in any other way than was mentioned in the agreement which said that only what money was received there $569 should be applied to the $1,300 note. These were the questions of fact involved in the case and it was the duty of the jury to come to the best decision they could upon them from the evidence they had heard.

THE VERDICT.

The jury found that Simpson did not endorse the note; that Dunoon was induced to endorse it by misrepresentation and believing it was the note of Grant's brothers; and that the note was paid and satisfied. A verdict was returned for the defendants.

VICTORIA FALL ASSIZES.

[Before Mr. Justice Patterson.]

The fall assizes for the county of Victoria opened at the court house Thursday of last week before Mr. Justice Patterson. The crown business was conducted by Mr. Thos. Hodgins, Q.C. Mr. H. Cameron, Q.C., M.P., was the only member of the bar outside the county present. This would indicate growing confidence on the part of litigants in the ability of the local bar to conduct their own cases, which will be welcomed by the local bar at least. The following gentlemen comprised the

GRAND JURY.

Messrs. M. H. Berkley, foreman; Peter Anderson, John J. Campbell, W. Cameron, A. B. Coates, James Campbell, J. W. Diament, J. D. Flavelle, Benj. Fry, John Glenny, Henry Graham, James Hamilton, James Lovell, B. Mowry, D. Morse, John McKay, Wm. R. McQuade, Thos. Magee, R. Nugent, John Petrie, Samuel Powers, James Sherrin, Robt. Thorne, Robt. Willock.

His Lordship briefly addressed the grand jury instructing them in their duties.

CIVIL CASES.

MITCHELL v. McDUFFIE.—This was an action for damages for illegal distress. The defendant is owner of a certain farm in Mariposa. About ten years ago plaintiff went on the place as tenant to the defendant at a rate of $300 a year. The plaintiff had then about $800 in cash and horses, cattle and farming implements. After the plaintiff had been in possession for a short time he notified the defendant that on account of the poor and stony character of the land he could not pay the $300 rent, but was willing to go on, work the place, put up buildings, etc., and leave the amount of rent and the value of the improvements to be settled by arbitration. The defendant agreed to this proposition and from time to time got small sums of money from plaintiff but never pretended that they were on account of any ascertained rent but were to be merely credited to plaintiff when their affairs were to be finally disposed of by arbitration. After matters had been going on in this way for over five years the defendant suddenly distrained for five years' rent, taking goods of the plaintiff to the value of $875. Defendant alleged the agreement was that plaintiff was to pay $200 a year rental, the first five years rent to be expended by the tenant in improvements, the second five to be paid yearly in cash, and so the defendant distrained for the four years unpaid rent. Hence this action. This case was tried at the last spring assizes when the plaintiff got a verdict for $1,350, but defendant moved for and obtained a new trial and the case came up again in the same shape as at the prior trial and a verdict was again returned for the plaintiff for $1,350. Hudspeth, Barron & Jackson for plaintiff; McIntyre & Stewart for defendant.

EARL v. McINNES.—This was an action of trespass brought to try the title to part of block B in Bexley. The jury was dispensed with by consent of both parties and the case disposed of by the judge. Verdict for the plaintiff on the first count for one cent damages. Verdict for the defendant on the other counts. J. B. Dixon for plaintiff; Hudspeth, Barton & Jackson for defendant.

SHACKLETON v. STANTON ET AL.—This was an action of trover to recover certain goods given by him to the defendants. The defendants are his daughter and her husband. When the daughter became of age (before she was married) she threatened to leave home unless her father would give her wages. He promised her $4 a month, and although she worked for him for two years she never received a cent on account of wages. After she married she worked on for her father but the agreement was that she was to have $8 a month for this. When she left home her father owed her a considerable sum of money, but she could get nothing out of him. Finally he had a sale of his household effects, and what he could not dispose of he gave to defendants in satisfaction of his debt to his daughter. The goods or their value he now sues for. Verdict by consent for plaintiff for $35. A. A. McDonald and J. B. Smith for plaintiff; Hudspeth, Barron & Jackson for defendants.

McALPINE v. WHITE.—This was an action to recover the value of certain chattels purchased at a sheriff's sale which defendant refused to give up. Postponed on payment of costs on application of defendant. Mr. J. B. Smith for plaintiff; Mr A. Hudspeth for Jas. McLennan, Q.C., for defendant.

VANCAMP v. GUNN ET AL.—This was an action for trespass in selling growing crops for distress for rent; the plaintiff claimed $700 damages. From the plaintiff's case it appeared quite clear that they had agreed to the sale by Gunn and the purchase by Campbell, the other defendant, and were now trying to get back of this and claim damages for the sale. Plaintiff nonsuited. Mr. Hudspeth for H. L. Ebbels for plaintiff; Mr. J. B. Smith for defendant Gunn, McIntyre & Stewart for defendant Campbell.

DELAMERE v. BOND ET AL.—The defendants had replevined 700 saw logs in possession of plaintiff, but they failed in the replevin suit. This action was brought by the plaintiff to recover the value of the logs and the damage he sustained by their retention. Verdict for plaintiff $350. McIntyre & Stewart for plaintiff; Hudspeth, Barron & Jackson for defendants.

McEACHERN v. McFAYDEN.—This was an action brought by the plaintiff against the defendant for the seduction of plaintiff's daughter. The defendant is a bachelor of thirty years who is a carpenter by trade and resides in the village of Hartley, township of Eldon. The girl had just crossed the borders of the sweet sixteen period and has become the mother of a child whom she swore McFayden was father of. This the defendant emphatically denied. The girl's mother testified that on one occasion she saw defendant and her daughter in such a position in the harvest field as to raise her suspicions that they were having improper intercourse, but instead of interfering she went her way to the house and sent the little boy out to interrupt them. When they came in the mother merely remarked "Indeed you are a nice pair." She did not privately reprove or chastise the daughter for the alleged occurrence nor did she in any way warn the defendant. The defendant denied entirely any such occurrence, although the girl corroborated her mother's statement. The girl could not remember where or how defendant first seduced her, and defendant denied ever having anything to do with her. The jury were in from one o'clock till six when they were discharged, being unable to agree, three wanting to give the plaintiff $100 and nine to give a verdict for the defendant. Hudspeth, Barron & Jackson for plaintiff; McIntyre & Stewart for defendant.

BIRMINGHAM v. ASHMAN.—This was an action for damages on account of malicious prosecution. The litigants were John Birmingham and Wm. Ashman, who had not been on good terms since the last municipal election when each was opposed to the other. The malicious prosecution complained of was that Ashman some months ago laid an information against Birmingham, charging him with the theft of some flooring and joists of small value, and on the matter coming to trial the case was dismissed by the county judge. The jury brought in a verdict of $5 damages for the plaintiff each side to pay its own costs. Martin and Hopkins for plaintiff; Hector Cameron, Q.C., and John McSweyn for defendant.

WARD v. FEE.—This was an action brought for the wrongful placing of drain tiles by the defendant upon the public highway, by which the horses attached to the carriage in which the plaintiff was riding became frightened and ran away, causing the carriage to upset and the plaintiff to be thrown out, by which the plaintiff had her leg and arm broken and received other severe injuries. It appeared that Mr. Thomas Fee of Lindsay was drawing drain tiles from the brick yard south of the town to his farm—the north side of it—when one of his waggons when nearly opposite the cemetery broke down. Mr. Fee's servant removed the tiles of the waggon to the side of the road. The servant informed Mr. Fee of the accident to his waggon, and where the tiles were, but instead of the tiles being removed at once, they were allowed to remain on the road for over two days. In the meantime Mr. Fee continued to draw tiles past those on the roadside. The result was that several persons had their horses frightened by the tiles and among others, those of Mr. James Greenan in whose carriage the plaintiff, Mrs. Elizabeth Ward, was riding. When the horses were running away they brought the carriage in contact with a small bridge, and the carriage pole breaking the horse escaped from Mr Greenan and the carriage rolled into the ditch, by which Mrs. Ward received the above injuries. It was contended on the part of Mr. Fee that the tiles did not frighten the horses, also that Mr Greenan did not drive properly and also if the tiles did frighten his horses the tiles were not left by him an unreasonable time upon the road before removal. All these questions were left by the judge to the jury and were by them all found in favor of the plaintiff and they gave as damages for the injuries sustained by her twenty five dollars which was simply the amount of the doctor's bill. The plaintiff speaks of appealing for a new trial on account of the smallness of the damages allowed her by the jury. Mr. F. D. Moore for the plaintiff, and Messrs Martin and Hopkins for the defendant.

BRENNAN v. COLLINS.—This was an action of ejectment to determine the boundary between lots 21 and 22 in the 8th con. of Emily. Verdict for plaintiffs. Wm. McDonnell, jr., for plaintiff; J. B. Dixon for defendant Patrick Collins; P. S. Martin for defendant Morgan Collins; G. H. Hopkins and J. McSweyn for defendant John Collins.

GOLDBANKS v. WOODS.—This was an action of ejectment to recover possession of lot No. 11 in the 12th con. of Cardiff. Defence was put in to only a small portion of the land. Settled between the parties by defendant purchasing the whole property from the plaintiff at a greatly reduced price. A. P. Poussette for plaintiff; J. B. Dixon for defendant.

CRIMINAL CASES.

THE QUEEN v. JOHN TRUMBLE, rape.—The prisoner, who was a man of about thirty-five years of age and resides north of Haliburton, was arraigned on a charge of having committed rape upon Lillie Tripp, his step-daughter, a child of eight years. The child was put in the box and gave a remarkably intelligent account of the crime. She stood a searching cross-examination without materially altering the story. According to her evidence Trumble first assaulted her about two years ago when she suffered slight injuries; the second time was last spring and the third time was in a berry patch in the summer. It was for the last offence the prisoner was arrested. Constable Crosthwaite in evidence stated that after the preliminary trial before the Haliburton magistrates the prisoner asked to be permitted to have conversation with his wife and he acquiesced. When the two met the prisoner said "Well, Ann, I did not expect that you would do this." The wife replied, "It is your own bringing on." The prisoner then said, "Well, you might not have said anything about it." The medical testimony of Dr. W. L. Herriman who had made an inspection of the child went to show that she had been slightly injured but from what cause he could not state. Dr. Burrows' evidence was to the effect that the crime could not be committed on a child of six or eight years of age without serious results to the child. The jury brought in a verdict of not guilty. Thos Hodgins Q. C., for the Queen. Hudspeth, Barron and Jackson for the prisoner.

THE QUEEN v. MACKIE, burglary.—This was the celebrated Omemee burglary case. Jas. Mackie, formerly a hotel-keeper in that village, was charged with entering the store of Mr. Thos. Stephenson on the morning of the second of January last and removing from the safe mortgages, notes and other papers valued by Mr. Stephenson at about $25,000. The principal witness for the prosecution was one Robert Moore who swore to having seen Mackie in Stephenson's store along with another party whom he did not recognize, about four o'clock on the morning the burglary was committed. The facts brought out were just the same as those elicited before the magistrate's court, and which were published in THE POST at the time. The jury found a verdict of not guilty. Thos. Hodgins, Q. C., for the crown. Hudspeth, Barron and Jackson for the prisoner.

GRAND JURY PRESENTMENT.

May it please your lordship,—The grand jurors of our sovereign lady the queen at the October fall assizes for the county of Victoria beg respectfully to present:

That it is a matter for sincere congratulation that there is such absence of offences against the criminal law that only two cases have been submitted to our consideration, and which we have disposed of to the best of our ability.

There is no important question concerning the welfare of the community to which it is necessary for us to call attention.

We have examined the court house and gaol in accordance with the usual custom and find everything in and about the building clean and in excellent condition. There are four persons confined in the prison, two of them vagrants and one a blacksmith undergoing a sentence for non-payment of fine. We are pleased to learn that such prisoners as may be confined during the winter in breaking stone and cutting wood, which we consider very wholesome discipline.

All of which is humbly submitted

M. H. BERKELEY, foreman.

Dundas & Flavelle Bros.

DUNDAS & FLAVELLE BROS.

SOME OF THE REASONS

WHY WE CAN SERVE YOU WELL IN CLOTHING:

1st. We import direct our Scotch and English Tweeds and Cloths, thus saving the wholesale profit.

2nd. We buy our Canadian Tweeds in such large quantities that we are enabled to buy them closer than ordinary buyers.

3rd. Our assortment gives you the greatest variety to select from, embracing Worsted Coatings in every pattern, worsted Overcoatings, worsted Pantings, Black Doeskins, Black broads, West of England Tweeds; Scotch Tweeds in heavy rough makes, in heavy fine makes, striped, plain, checked and mottled; Canadian Tweeds from the cheapest makes in fullcloth to the finest goods manufactured; Tweed overcoatings; fancy serge overcoatings; fancy napp overcoatings; heavy napp overcoatings; heavy and light Melton overcoatings, in brown baize, grey and Oxford. We are showing every novelty of the season.

4th. Our cutter, Mr. McMillan, who has been with us for many years, is admitted to be one of the best cutters in this part of the province.

5th. Our business has now grown so large that we have arranged to get monthly from London, England, the newest and latest fashions.

6th. We can recommend the work in our Clothing. What is so important as good sewing, or what is so annoying as to have the seams give out before the cloth is done? Now, we claim this right, as no matter of detail we consider so important as good sewing. To accomplish this we use silk for all our stitching, and that of the best quality, and the best machines are used for the work. This means not only strong work but strong color—no white streaks as when cotton thread is used. Our specialty is not altogether in making extraordinary suits, but in making every suit extraordinarily well. Those favouring us with their orders may rely upon receiving our best attention, not only in supplying excellent materials, but also in correct fitting and strict punctuality. This applies to our Ready-made Clothing as well as ordered. Ours is manufactured solely by ourselves on the premises. We are now getting ready for our fall trade, and have at present a [illegible] stock of Overcoats. We will recommend no goods we are not sure of, so you may depend upon being honestly dealt with.

DUNDAS & FLAVELLE BROS.

Lindsay, October 14th, 1880. (2)

SPRATT & KILLEN'S NEW TEAS

ARE ARRIVING. Will offer better value than ever.

10 CARS SALT RECEIVED.

Lindsay, October 14th, 1880.

New Advertisements.

LAST NOTICE.

All those indebted to Mr. C. L. BAKER are hereby notified that unless immediate payment is made to the undersigned or to A. Campbell, Baker's old stand, costs will be incurred without further notice.

JOHN W. DIAMENT.

Lindsay, Sept. 30, 1880. 1099-4.

JANETVILLE STEAM GRIST MILLS.

A. W. TREWIN

Begs to inform the farmers of this section that he has refitted his mill with new machinery, including steam-power, and is prepared to execute all work with promptness and despatch and to guarantee satisfaction. Farmers will do well to give him a call. Janetville, Oct. 12, 1880. 1101-3.

AUCTION SALE of

A VALUABLE FARM

IN THE

TOWNSHIP OF MARIPOSA

in the County of Victoria.

There will be sold on

Wednesday, the 10th day of November, 1880,

at one o'clock in the afternoon, at Skinner's Hotel in the Village of Manilla, by virtue of a power of sale contained in a certain mortgage, which will be produced at the sale, the following property under mortgage from John McLean, Senior, and John McLean, Junior: The North half of lot No. 9 in the 6th Con. of the said Township of Mariposa in the County of Victoria, containing 100 acres more or less.

The following improvements are said to be on the premises: About 94 acres cleared, having erected thereon two log dwellings and a log barn.

TERMS.—One-tenth of the purchase money to be paid down on the day of sale. For balance, terms will be made known at the sale. For further particulars apply to

JONES BROS. & McKENZIE,

Solicitors, Masonic Hall, Toronto.

Or to MESSRS. FRANKISH & LUCAS,

Sunderland.

Toronto, Oct 5th, 1880. 1101-4.

CHANCERY SALE

—OF—

TOWN PROPERTY IN THE TOWN OF LINDSAY.

Pursuant to a final order for sale made in a cause of THE PETERBORO REAL ESTATE INVESTMENT COMPANY (LIMITED) v. BURROWS, dated the twenty-ninth day of September, A. D. 1880, there will be offered for sale by PUBLIC AUCTION with the approbation of C. A. WELLER, Esq., Master of this court at Peterborough, on

Saturday, the 13th day of November next,

at 12 o'clock noon in the town of Lindsay by WILLIAM L. RUSSELL, Auctioneer, at his auction rooms on Kent street, the following lands and premises in one parcel, viz.:

LOT No. 4 ON THE EAST SIDE OF WILLIAM STREET, in the town of Lindsay, as laid down on a plan of the sub-division of town lot No. 5, North of Russell street in the said town of Lindsay and made by Michael Dean, Esq., P.L.S., and duly registered, which said lot No. 4 has a frontage of fifty-one feet by a depth of one hundred and twelve feet; and also that portion of Lot No. 4 fronting on Russell street in the said town of Lindsay immediately in rear of sub-lot No. 4 (of lot No. 5) fronting on William street and above described and being the North-west corner of said lot No. 4 fronting on Russell street aforesaid, described as follows, that is to say: Commencing at the South-East corner of sub-lot No. 4, mentioned above, then continuing the division line between said sub-lot No. 4, and sub-lot No. 3, in a straight line fifty-six feet more or less, then North fifty-one feet to the Northern boundary of lot No. 4, then westerly 56 feet along the Northern boundary of said lot No. 4, to the North-East corner of said sub-lot No. 4; then southerly along Western boundary of lot No. 4 fifty-one feet to the place of beginning. The above property is situated in a good locality and favorably situated for a hotel-stand or manufacturing business.

There is a small rough-cast building on the premises which is now occupied as a physician's office.

TERMS.—Ten per cent. of the purchase money to be paid at the time of sale and the remainder within 30 days thereafter without interest. There will be a reserved bid. In other respects the conditions of sale are the standing conditions of the Court of Chancery. Further information may be had on application to MESSRS. HUDSPETH, BARRON AND JACKSON, Lindsay, or to MESSRS. POUSSETTE AND ROGER, Peterborough.

Dated 9th Oct., 1880.

(Signed.) C. A. WELLER.

POUSSETTE & ROGER,

Vendor's Solicitors. 1101-5.

R. Smyth.

R. SMYTH.

BIGELOW'S BLOCK,

Next to Spratt & Killen's.

ONLY A FEW DAYS MORE FOR THE

GREAT DISCOUNT SALE

IN OUR NEW PREMISES, BIGELOW'S BLOCK.

Come and see the way Goods are moving out, which is the best proof of the

Unprecedented Value

We are giving.

DRY GOODS,

MILLINERY,

CLOTHING,

HATS, CAPS,

FURS, &c.

D. C. TREW, Manager.

Lindsay, Sept. 22, 1880.

A. M. Reekie.

REMENYI

Being the grandest of European Violinists, those wishing to imitate him will find a very

LARGE ASSORTMENT of VIOLINS

to choose from at the MUSIC EMPORIUM.

SUPERIOR PIANOS AND ORGANS

Always on hand: any make supplied. The largest stock of CONCERTINAS ever shown in Lindsay just received. Sheet music in endless variety. Music Books and all kinds of musical goods in abundance. All of which will be sold for a very small margin for Cash.

An inspection Solicited.

A. M. REEKIE.

Lindsay, Oct. 12, 1880

A. Primeau.

IMPORTANT ANNOUNCEMENT.

A. PRIMEAU

Has just received a large consignment of very fine

Preserving Sugars, extra good Value,

Also the stock of GENERAL GROCERIES is the largest and most complete ever offered. CROCKERY AND GLASSWARE at old prices. FRUIT JARS OF ALL KINDS. Still on hand a large quantity of Mr. Geo. Matthew's BACON and SUGAR-CURED CANVASSED HAMS also LARD bought before the recent advance.

FLOUR AND FEED, SALT, COAL OIL, &c.

Remember that the goods are just as represented. Goods promptly delivered to any part of the town.

A. PRIMEAU.

Lindsay, Sept. 16th, 1880. KEENAN'S BLOCK, opposite the Benson House

Archibald Campbell.

BUSINESS CHANGE.

A. CAMPBEL,

Would respectfully announce that he has

Purchased Mr. Baker's Stock

OF

GROCERIES, PROVISIONS, &c.,

With a transfer of his lease and entire good will of the business and the large stock of New Goods to which he invites the attention of his friends and the public generally.

Being in Mr. Baker's employment for [illegible] the requirements of the [illegible] to retain the [illegible] reputation [illegible]

IN ADDITION TO CHOICE

FAMILY GROCERIES

—HE WILL KEEP—

FLOUR AND FEED.

ALSO

HAMS, BACON, LARD, COAL OIL, SALT, &C.

Which he will sell at the lowest prices, and deliver [illegible]. He trusts that by giving strict attention to business [illegible]

ARCHIBALD CAMPBELL.

Lindsay, 16th August, 1880.

W. Herlihey.

AXES, AXES, AXES.

W. HERLIHEY

IS NOW MAKING HIS [illegible]

CHOPPING AXES.

And men going to the woods will do well to give him a call before buying their axes elsewhere. These axes are warranted to [illegible]

Wagons, Carriages, Cutters and Sleighs

On hand and made to order. Horse-shoeing a specialty. [illegible] picks dressed in first class style. I also gum cross-cut saws. [illegible] ed. Canoes made to order.

SHOP NEAR NEEDLER AND SADLER'S MILL, LINDSAY [illegible]

LINDSAY - - - ONTARIO.

Lindsay, Oct. 13th, 1880.

M. M. Markham.

BOOTS AND SHOES.

M. MARKHAM

HAS RECEIVED A CHOICE AND

Well-selected Stock of Boots & Shoes

FOR FALL AND WINTER.

From the best makers. These are all excellent Goods, and will be sold at the lowest possible prices. A CALL SOLICITED. DON'T FORGET THE PLACE, BAKER'S BLOCK, KENT St.

M. M. MARKHAM.

N.B.—All parties indebted to me by note or book account are notified to pay up by the 1st October next.

M. M.

Lindsay, Sept. 16, 1880.