Perrin's Pine Tar Cordial.
The Great Remedy for Coughs and Colds. Heals and Cures like magic. Sold everywhere. 25c. a bottle.
S. PERRIN,
Lindsay, Sole Manufacturer.

The Canadian Post.

POND LILY SKIN SOAP
Is delicately perfumed, mild healing, cleansing, softening. For all Cutaneous affections.
BROWN'S BOTANIC BITTERS, the best blood and system purifier. Sold everywhere. 25c. a bottle.
S. PERRIN, Lindsay, Sole Manufacturer.

VOLUME XXXI. WHOLE NO. 1606. CIRCULATION, 4,170. LINDSAY, ONT., FRIDAY, APRIL 11, 1890. TERMS, $1.00 PER YEAR; PAYABLE IN ADVANCE.

R. Smyth & Son.

MILLINERY ROOMS NOW OPEN.

R. SMYTH & SON

Invite every lady to visit the Millinery Rooms in their New Store, opposite the Market. MRS. WHYTE is again in charge and has a beautiful selection of the Very Latest Millinery, Shapes and Trimming Materials, Ribbons, Laces, Etc.

Our Stock was never more Complete. ORDERED CLOTHING a Specialty.

R. SMYTH & SON,

Lindsay, April 3rd, 1890.—86. Opposite the Market.

Joseph Maunder.

LUMBER, COAL, WOOD AND LIME.

Having purchased the Plant and Stock of Mr. Robert Bryans I am prepared to continue the business heretofore carried on by him in Lindsay.

LUMBER, MILL STUFF, LATH AND SHINGLES always on hand cheap.

Those intending to build will do well to call and learn my prices before purchasing elsewhere.

Best COAL and Wood the Market will afford kept constantly on hand at the lowest prices; also blacksmith's coal. Tile at keen prices.

JOSEPH MAUNDER.

OFFICE Bryans' old Stand, south of Sylvester Works. Telephone connection.

Lindsay, Jan. 23rd, 1890.—86-cow.

Miss O'Brien.

TO THE LADIES.

Having just returned from the centres of Fashion with a large selection of

NEW MILLINERY

—AND—

Latest Trimming Effects

for Spring and Summer.

I respectfully solicit a visit from the Ladies of Lindsay and the surrounding country, satisfied that the assortment I have to show them will compare favorably with any Exhibit in town.

MISS O'BRIEN,

Kent-st., a few doors east Benson House.

Lindsay, March 20 1890.—86.

New Advertisements.

FARM FOR SALE In the Township of Thorah South half of Lot 2 Con. 3 three miles from Beaverton six miles from Woodville and six from Cannington. 85 acres cleared the soil is clay and in good state of cultivation, good house, barn and stables. Well fenced Apply to J. A. GILLESPIE, Lindsay P O—86-1

AUCTION SALE

OF

VALUABLE PROPERTY

Under and by virtue of a power of sale contained in a certain Mortgage which will be produced at the time of sale, there will be sold

—ON—

THURSDAY, 15TH MAY, 1890,

at one o'clock in the afternoon, at

SMITH'S Hotel, in the Village of Cannington,

all and singular, that certain parcel or tract of land and premises situate, lying and being in the Township of Thorah, in the County of Ontario and being the south half of Lot No. 4 in the 1st Con. of Thorah; containing 100 acres more or less. This farm is in a fair state of cultivation. Good frame barn and a comfortable house.

TERMS One-tenth of the purchase money to be paid down at the time of sale, and the balance in one month without interest. Conditions will be made known at the time of sale. For further particulars apply to

Messrs. McINTYRE & STEWART, Vendor's Solicitors.

Lindsay, April 10, 1890.—86-3.

AUCTION SALE

OF

Valuable Farm Property

Under and by virtue of the Power of Sale contained in two certain registered Mortgages which will be produced at the time of sale, and upon which default in payment has been made, there will be offered for sale

BY PUBLIC AUCTION

AT THE—

DALY HOUSE, in the Town of LINDSAY, in the County of Victoria,

—ON—

WEDNESDAY, 23rd Day of April, 1890,

at the hour of 2 o'clock in the afternoon, the following lands and premises viz.:

FIRSTLY. The north half of Lot No. 16, in the 10th Con. and the south half of Lot No. 15 in the 11th Con. of the Township of Emily, in said County; containing 100 acres more or less.

SECONDLY. Part of the north half of Lot No. 15 in the 11th Con. of said Township of Emily; containing 40 acres, more or less, being the whole of the said north half of said Lot, save 60 acres deeded to one Daniel Scully. The property is well situated, and is distant from the town of Lindsay about 1½ miles and has erected thereon two frame houses and barns and stables. Well fenced. The remaining 100 acres are cleared and in a high state of cultivation. There is also an orchard on the premises. Soil a good clay loam.

TERMS.—Ten per cent. of purchase money to be paid down at the time of sale for the same there will be made known at the time of sale. For further particulars apply to

JOHN LAIDLAW, Vendor's Solicitor, Toronto, Corner of Church and Toronto Sts.

Toronto, April 3, 1890.—86-3.

New Advertisements.

STRAY DOG. At A. J. McKINNON'S residence Oakwood. Came on or about April 4th. Owner can have same on proving property and paying expenses. Oakwood, April 7, 1890.—86-1.

FOR SALE.—The Celebrated imported Clydesdale stallion "EMPEROR," (2,750 Canadian Stud Book,) owned by the undersigned. Pedigree on application. Sure foal getter. The proprietor is very unwilling to part with this valuable property, but having entered into some extensive engagements on the north shore of Georgian Bay, must do so. Also the "DIAMOND QUEEN" Trotter, four years old; took the green race at Pontiac. Apply to P. W. McRAE, Beaverton P O—86-3.

MORTGAGE SALE

—OF—

Valuable Farm Property

—IN THE—

Township of EMILY, in the County of Victoria.

In pursuance of Powers of Sale contained in a Mortgage, which will be produced at time of sale, there will be offered for sale

BY PUBLIC AUCTION

—AT THE—

BENSON HOUSE, in the town of Lindsay,

—ON—

TUESDAY, the 6th Day of May, 1890,

at 1 o'clock in the afternoon, the following lands and premises, namely:

The north half of Lot No. 2, in the 10th Con. of the township of Emily, in the County of Victoria and Province of Ontario, containing by admeasurement One Hundred Acres, be the same more or less.

This farm is distant from Lindsay about six miles, and from Omemee about seven.

About 60 acres are cleared, well-fenced and in good cultivation; clear of stumps and almost clear of stones. Soil is clay and clay loam, and slightly rolling.

The buildings consist of cedar log house, 20 x 24 ft.; cedar log barn, 38 x 24 ft.; frame stable, 20 x 28 ft.; farm is watered by a well near the buildings. About 20 acres are now fall plowed and a large proportion of the balance is seeded down with clover and timothy seed.

TERMS. One-tenth of the purchase money to be paid down at time of sale and the balance according to terms to be made known at time of sale. There will be a reserve bid. Other conditions will be made known at sale.

For further particulars and conditions apply to HENRY MULLIGAN, Millbrook, or to

CHISHOLM & CHISHOLM, Vendors Solicitors, Port Hope.

Port Hope, April 7, 1890.—86-tf.

CANADIAN PACIFIC RAILWAY.

—WILL RUN—

SETTLERS' TRAINS

—TO ALL POINTS IN—

Manitoba, the Northwest

—AND—

British Columbia

Leaving Toronto Union Station at 9 p. m.

—ON—

TUESDAY, April 8th,

—AND—

Every Tuesday during the Month of April.

An Emigration Colonist Sleeper will be attached to these trains. Parties may have choice of going by Ontario—Mattawa—Canadian Pacific Railway to Winnipeg, or by Ontario—Toronto—Northern & Pacific Junction Railway to Callander—Canadian Pacific Railway to Winnipeg. Passengers will be booked through to all points in Manitoba, the Northwest and British Columbia, at the following rates: Winnipeg, $25; Brandon, $30; Qu'Appelle, $35; Prince Albert, $35; Battleford, $35; Calgary, $40; Edmonton, $40; Portage la Prairie, $25; Regina, $35. Apply to your Agent as to what you will require in the way of Bedding, and number of Blankets you will want for Car on Special Train, and if you have any effects to be shipped, particulars of what they are, so as to prepare Shipping Bills. There is no change of cars made on the regular through colonist sleeping cars to Qu'Appelle.

All No. 1 Colonist Sleeping or Emigrant Cars are supplied with bedding, mattresses, pillows, blankets, sheets, towels, soap, combs, brushes, looking glasses, lamps, coal, etc., and are in charge of a uniformed Porter.

For Tickets, Sleeping Car Reservations, and all information, apply to the Company's Agents at Lindsay:

T. C. MATCHETT,

Office in Petty's Jewelry Store, Kent-st.

Lindsay, Feb. 6th, 1890.—87.

J. G. Edwards.

CARPET SWEEPERS.

BISSELL'S GOLD MEDAL

The best and finest Sweeper in the world. Their new patent pure bristle brush will last a life time.

The GOLD MEDAL is complete in its mechanism, rich in appearance, durable in construction, noiseless, dustless, feathless.

A child can use it and it is something you will wire.

☞One can be had on Trial.

Curtain Poles and Fixtures.

The largest and most complete assortment of Rods, Chains, Poles, Large Jetots, and Brass Goods in the Midland District—at prices which we defy competition.

J. G. EDWARDS,

Importer of Hardware, Iron, Steel, Paints, Oils. SIGN OF THE ANVIL.

Lindsay, April 9, 1890.—86.

W. A. Goodwin.

HEADQUARTERS

IN VICTORIA COUNTY FOR

ROOM PAPER and PICTURE FRAMES

—IS AT—

W. A. GOODWIN'S

Baker's Block, Kent-st., Lindsay.

ARTIST'S GOODS a Specialty.

Machine Needles, Alabastine and Dye Works Agency.

W. W. Logan.

DOMINION ORGANS AND PIANOS.

DOHERTY AND THOMAS ORGANS.

White Standard Rotary and New Raymond Sewing Machines and any other makes Customers may desire. For sale by

W. W. LOGAN.

Lindsay, April 9, 1890.—86. General Agent.

Britton Bros.

How Long

The World Waits

It has Waited

And so Everybody

Wide-Awake Railway

Those who wear Them

When You Want

For some things! Thousands of years for Electric Lights, Telephones, Railways, Ocean Cables, Steam Plows, and all the too numerous to mention things that make life pleasant.

Until now for the best and most reliable pocket timepiece,

"THE MIDLAND"

Watch, ever put on the market. It is a pleasure to own one. A man will sleep sounder and have a better appetite because of the satisfaction it affords him to possess a *"Midland."*

Who can should procure a watch of that kind when he invests in a new timepiece. They are made to order for Britton Bros.' and are especially adapted to keep accurate time under the most trying circumstances.

Men will appreciate an article of this kind because it supplies their needs better than any other; and a watch which gives satisfaction to a railroader will please the most exacting.

Say: "This is the watch we should have had long ago—something reliable at a moderate price. Those who use them testify to their superior excellence.

A watch come and see us and get a pointer or two. We can convince you that it is not necessary to pay a fancy price for a first-class railroader's watch.

BRITTON BROS.

Foot of Kent-st., Lindsay.

Lindsay, March 7th, 1890.—86.

MR. J. A. GILLESPIE is Collector and Canvasser for THE CANADIAN POST and is authorized to grant receipts for subscriptions, etc., and transact ordinary business.

The Canadian Post.

CHARLES B. BARR, . . . PROPRIETOR

LOCAL MATTERS.

VICTORIA SPRING ASSIZES.

FOUR Important Libel Suits—Cooper v. Hughes Tried and Decided—Guilty of Libel—Damages, $1.00—Costs Undecided.

The spring assizes for the county of Victoria opened Monday at one o'clock before Mr. Justice Rose. In addition to members of the local bar there were present B. B. Osler, Q.C., G. H. Watson, Q.C., William Laidlaw, Q.C., Toronto, and W. F. Kerr of Cobourg.

C. W. Coulter, Q.C., and A. P. Devlin, county attorney, conducted the crown business. There were five criminal cases and a long list of civil actions awaiting trial. There was a large attendance of spectators.

GRAND JURY.

The following gentlemen were sworn in as grand jurors: W. Eyres, foreman, Wm. Belfour, W. J. Bisplock, J. B. Cassidy, Arch. Cameron, John Coulter, Paul Crego, David H. Dick, Richard Greenaway, Henry Hill, Jas. Junkin, Morgan Johns, Francis Kelly, Thomas B. Laidley, James Lithgow, Geo. Lamb, George Matthews, W. Maher, Robert Oxby, Donald Spence, Jos. Staples, Nicholas Whales, J. L. Winters.

ADDRESS TO THE GRAND JURY.

His Lordship in addressing the grand jurors on the nature of their duties said there were not many cases before them, but there were some that would require very serious consideration on their part. There was a case of bigamy, one of arson and one of forgery, and his lordship briefly dwelt on each case. There were also two cases of criminal libel, and his lordship stated the law as to libel. Any one who maliciously published any defamatory language was guilty of libel. They should read the words of the articles, and if they tended to lower a man in the esteem of his fellows, or hold him up to ridicule or contempt, it was a libel. There was an erroneous opinion that editors and proprietors of newspapers had license to villify and defame and write and print words that should not go into any man's home; and to use language that did not educate to good morals and to advance the interests of society. No editor had any such right or license, and the sooner this was clearly understood the better it would be for the good morals and the peace of this community. He had noticed a paragraph stating that the publisher of a leading journal had in forming an opinion of the articles for publication imagined a tribunal consisting of a mother and her three daughters growing to womanhood, and what was not fit for them to read aloud in each other's company was not published. This would supply a good way for the grand jurors to test the articles in these cases. If any of these articles would bring the blush of shame to the cheeks of their wives and daughters their publication was injurious to the welfare and morals of the community.

MacMurchy v. Clarke.

The action of Mr. J. D. MacMurchy against Dr. Clarke for libel was called at six o'clock, but the defence were not ready to proceed and fully half-an-hour was expended in trying to get an adjournment to Tuesday or until the next court. Mr. B. B. Osler, Q.C., and Mr. J. McSweyn for the plaintiff were ready to go on and opposed adjournment. Finally his lordship stated that he would adjourn to 8 p.m. when he would take up the first case on the record.

On resuming at eight o'clock a certificate was put in from Drs. McAlpine and Burrows to the effect that Dr. Clarke was very ill and unable to attend court. After some discussion the case was postponed to the fall assizes, the costs of the day to be borne by the defendant.

Cooper v. Hughes.

The case of Cooper against Hughes for libel was next called. Mr. B. B. Osler, Q.C., and Mr. T. Stewart appeared for the plaintiff; Mr. Hughes took charge of his own case, assisted by Mr. F. D. Moore. The following jury were empanelled: Arch. Smith, Ephraim Wagar, John Ward, Matthew Wilson, John Rogers, Reuben Walling, W. Skitch, George Taylor, Jno. Teal, E. Prescott, John Windrim, John Torry.

The defendant in his pleadings justified the article complained of as libellous.

EVIDENCE FOR THE PROSECUTION.

Mr. Osler briefly and clearly stated the case for the prosecution, reading from the Warder samples of the libellous attacks.

Fred. McBurney, law student in the office of McIntyre & Stewart, testified that he served notice of action on Mr. Hughes, and that he purchased copies of the Warder of October 23, and of Nov. 8, 1889, with the libellous articles charged.

Samuel Cornell, insurance agent, Lindsay, testified that he had read the article in the Warder of Oct. 25 last and understood it referred to Mr. Cooper, the plaintiff; he understood the Joe Cooper in the article of Nov. 8 referred to the plaintiff; he understood the words "the family" referred to Mr. Cooper's family connections; Mr. Cooper had lived over twenty years in the town; other sentences in the article were read and stated as referring to the plaintiff.

Mr. Hughes conducted cross-examination and reflected on Mr. Cornell's memory as "very convenient."

His Lordship said Mr. Hughes was not allowed to reflect on the evidence of witness in conducting cross-examination.

Mr. Hughes asked a few more questions, and the case for the plaintiff was closed.

FOR THE DEFENCE.

Mr. Hughes opened his defence with an address of an hour's length. It was mainly devoted to reading the articles in the Warder which gave rise to the action.

The court sat till 10 p. m. and then adjourned for the day.

The court resumed Tuesday morning at 9.30.

Thos. Thompson, farmer, testified that he lived near Cambray now and formerly lived near Omemee; knew Mr. Cooper; a portion of Warder article charging Mr. Cooper with stealing press and printing material from Omemee at the dead hour of night was read to witness, but witness did not know much about it; as a friend of Mr. Cooper witness offered to draw a load to Lindsay when he talked of moving to Lindsay; Mr. Cooper and others loaded the press on the waggon; could not tell the hour when they left Omemee; it was morning when they arrived in Lindsay; it was reported around Omemee that Mr. Cooper had stolen the press; Mr. Cooper was highly respected in Omemee; witness knew Mr. Cooper to be a gentleman; [illegible] Mr. Cooper was a bailiff; he was not a bailiff; he was a printer. Objected to by counsel and by the court. Was there any difference in the Lindsay Warder up to date of this article that would prevent Mr. Cooper. Objected to and sustained by the court.)

Cross-examined by Mr. Osler.—The fact of the press from Omemee occurred over 25 years ago. I merely helped Mr. Cooper to move the press. Mr. Cooper continued to print a paper in Lindsay. A lawsuit was going on then, but I did not then nor do I now understand the nature of the proceedings.

The defendant proceeded to re-examine witness, but his questions were ruled out by the court as not proper.

J. D. MacMurchy, sworn.—I am an editorial writer on the Lindsay Watchman; I have read an article in the Warder of Nov. 8, and have entered an action against Dr. Clarke for the false statements therein made. Defendant proceeded to question witness as to the article, but was stopped by the court, as the case against Dr. Clarke was not to be brought into this action.

Cross-examined by Mr. Osler.—The article in the Warder referred to a firm in town as well as to myself, and to Mr. Cooper and Mr. Sidney McKenzie.

In re-examination defendant brought up the Watchman of October 31 and read from an editorial article therein and from a Woodville letter signed "Conservative" commenting upon the attacks of the Warder and of "Swipes" upon the people of Woodville. Defendant asked who was the writer of the letter; witness was advised by Mr. Osler that he need not answer. Defendant remarked that this refusal to answer was an admission that witness wrote the letter, but his lordship said it was no admission whatever. Witness said Mr. Cooper did not write the letter.

Thos. Stephenson of Omemee testified as to the establishment of the Omemee Warder as a stock company by a number of residents of the village: Mr Cooper conducted the paper. (Several questions by the defendant were stopped as not being in evidence.) Some time before the election of 1887 had conversation with Mr. Cooper as to the candidates for the house of commons; Mr. Cooper visited Omemee. (Some questions on this line were objected to and objection upheld by the court.) Witness remembered when the press was taken from Omemee and when it was returned by Mr. Cooper; witness had received copy of the Lindsay Watchman, but had not ordered it; Mr. Cooper was the township printer of Emily; his was the only printing office in the township. (Some questions on this line were objected to by the court; defendant held they came under the clause "you had a peculiar code of morality" in pleadings, but the objection was maintained.)

Thos. Mitchell, auctioneer and painter, Omemee, testified that he remembered when the press was taken from Omemee; he went to Lindsay to serve a paper on Mr. Cooper; he met Mr. Cooper on the way and served on the way.

John Jones testified that he held stock in the Omemee Warder. Questions as to disposal of the stock to Mr. Cooper were stopped by the court.

To Mr. Osler—There was law and litigation about the press.

John English of Omemee testified that he had one ten dollar share in the Omemee Warder. (Questions as to disposal of stock to Mr. Cooper and as to Mr. Cooper's debts were objected to by the court as it was not an issue in the case.)

Thos. Matchett, county treasurer, testified that he formerly lived in Omemee and took an active part in the establishment of the Omemee Warder; had stock in it; did not consent to the removal of the press to Lindsay; it was returned to Omemee by Mr. Cooper on order of the court; personally witness knew nothing of the purchase of stock by Mr. Cooper.

To Mr. Osler—Witness did not know of any other shareholder but Mr. Cooper desiring to remove the paper to Lindsay; Mr. Cooper thought he could do better in Lindsay; the Omemee shareholders were opposed to the removal.

Arthur McQuade was examined as to the removal of the press. Defendant asked what the people there called the transaction. The court objected that such expressions were not evidence. The defendant said he wished to show what was said to justify his use of the word "stealing" the press.

The Court—As it was a matter of 25 years ago I think it possible you did not hear it then. (Laughter.)

Rich. Tocchburn, grain-buyer, Lindsay, testified that he had had conversations with defendant as to the price of grain in Lindsay. (Question as to the conversation stopped by the court as it was not evidence. Examination as to the price of grain was checked by the court as it was covered in the pleadings. The court said the charge against the plaintiff was that there was a combine in butter, eggs, barley and flour, and the evidence was to be confined to the plaintiff running such a "corner." The defendant then asked if Mr. J. D. Flavelle was a son-in-law of the plaintiff, and was, as indicated in the article, behind the plaintiff in these transactions. The court pointed out that it was not here to investigate the produce market generally, and would hear evidence only as to the connection of the plaintiff with the corner in butter, eggs, barley and flour.)

J. D. Flavelle testified Mr. Cooper was his father-in-law; he had assisted Mr. Cooper financially at the time the job printing office was started.

J. R. Dundas testified that he was Mr. J. D. Flavelle's uncle; his firm had assisted Mr. Cooper financially in starting a job office in Lindsay.

The defendant argued that this established the connection of Mr. Cooper with the firm or the concern.

His Lordship held that it did not, any more than borrowing money from a bank made a man a banker.

Chas S. Blackwell testified that portion of the article read referred in his opinion to the "concern" and not to Mr. Cooper.

To Mr. Osler—Witness said he understood the article to refer to Mr. Cooper.

S. Hughes, the defendant, then entered the witness box and was sworn. He started to read from the Watchman what he claimed was a series of attacks on him to provoke him to retaliate.

Mr. Osler said he would have no objection to go into these matters, but there was a controversy, and it would be fair to have the articles on the other side.

The Court said it would be better to admit the papers and let the jury take them, the defendant making a general statement covering the case.

The defendant said these attacks had stated him to be a drunkard, a scamp in the streets, an unmitigated ass, a blackguard, a ruffian, a political mountebank, with making a great big ass of himself, with being a dog, a liar. The defendant read the full text of an article of Oct. 31st in the Watchman, and portions of articles and paragraphs in previous issues of the same paper.

Cross-examined by Mr. Osler.—The Watchman was started about two years ago; it was not supported by the conservative party; it was supported by the equal rights party and by the Roman Catholic church; Vicar-General Lennest wrote a letter saying he was doing all he could for the Watchman; I never attacked Mr. Cooper, not unjustifiably.—Mr. Osler read portions of several articles from the Warder of various dates to show that the Watchman's comments were justifiable and in the public interest. Mr. Osler put in several copies of the Warder articles and which were admitted by the defendant as having been written by him.—The defendant suggested his lordship might wish to have them read.

His Lordship.—I don't wish to hear any more filth than is necessary.

EVIDENCE IN REBUTTAL.

Mr. Jos. Cooper, sworn, (to Mr. Osler) stated the circumstances under which the Warder was printed in Omemee. A considerable number of stockholders owed him money for subscriptions and printing and they paid him by assigning their stock to him; in removing the press to Lindsay he was acting under the advice of his lawyer, Mr. Hector Cameron, after two applications in the Toronto courts had failed to prevent the removal; proceedings were taken in chancery and the chancellor held that under the conditions on which the stock was taken the paper would have to be printed in Omemee, and that if he returned with the press he could not be dispossessed of it.

Cross-examined by Mr. Hughes.—I removed all the plant in the daylight; I did not tell Mr. Thompson to keep quiet about the removal of the press; I did not say I was afraid of the people of Omemee, they were such barbarians; I never used such an expression and was never afraid of the people of Omemee. This closed the evidence and the court rose.

On resuming at two o'clock,—

Mr. Hughes addressed the jury on his own behalf. He explained that his case had been very badly prepared by his lawyers (Messrs. Hudspeth and Jackson) and he had been compelled to consult Mr. S. H. Blake. It was understood that the case would not commence until Monday evening and Mr. Blake had arranged to attend, but had found it impossible to do so. He had, therefore, to take charge of his own case. He then went on at considerable length to contend that he had always been the party attacked, that he had borne these attacks a long time, until he had found it advisable to reply. He branched out into extraneous matters several times, and had to be checked by the court, who told him that he could not comment on matters not in evidence. He argued that the words "stealing" and "begging" in the article on Mr. Cooper should be taken in their broad sense and not in their narrow technical meaning. He reviewed the articles on the Methodist conference and on other questions, and contended that the Warder had received great provocation, that it was not abusive and that it always came out triumphant. He referred to his attack on the Rev. Mr. Dewey and claimed that Mr. Dewey was still as a warm a friend of his as ever. He next took up, read and commented on several articles in the Watchman which he held were unprovoked and personal attacks. He denied absolutely a Watchman statement that the Warder's course was not approved by the conservative party, and declared that it had wide and hearty approval from that party and from others. The Watchman had dangled before his nose the red rag of persistent attack, and when he had turned on the Watchman, that paper squealed. The Watchman had tried to make a quarrel between himself and Mr. Hudspeth and other leading conservatives, but without success. It had failed there as it had failed in its attempts to discredit him before the community, and to hold him up to ridicule and contempt. Mr. Hughes closed with a strong appeal to the sympathies of the jury.

ADDRESS TO THE JURY BY B. B OSLER, Q.C.

May it please Your Lordship, Gentlemen of the Jury:

No one regrets more than I do that the defendant in this case has been disappointed in the large assistance that he hoped to have had. At the same time you must all be satisfied that he has from his natural ability so treated his case that nothing has been left undone or unsaid, and that no injustice will come to him at all from his want of legal assistance. There would have been a very much more technical contest, perhaps, if there had been a lawyer on the other side. I have endeavored in my conduct of the case for the plaintiff to carefully avoid embarassing Mr. Hughes in the conduct of his case. And I have given him concessions in the matter of very great moment, but concessions we lawyers would not give to one another. Now, at the same time, I do not think he has treated his solicitors, Hudspeth & Jackson, very fairly, when he has said that his case was improperly prepared or his pleadings improper. It occurs to me that his pleadings, put everything that he desires upon the record. He has justified the truth of all the important allegations against this plaintiff; he has put that on the record: he has stated that all the paragraphs from six to twenty are true in substance and in fact. Well now, when a man does that, and the charges are so general, as some of these charges were, a plaintiff has a right to say, I want particulars, I want you to tell me before court what I have got to meet, because a man cannot be called on in the box here to answer a charge that he is a thief, or that he took a press, or that he did that or the other thing. The court orders that some particulars shall be given so that a plaintiff, whose whole life is in review, may have a fair chance to meet the charges that are brought against him. Now then that application for particulars was made, and an order was made by the court in Toronto calling on him to give particulars. Apparently he was unable to give particulars of the charges in a great many of the paragraphs. For by the order of the court, made apparently after careful argument, it was ordered "that the defendant at the trial of the action be confined in his proof in his place to said paragraphs 16, 17, 18 and 19 of the statement of claim, and to so much of the paragraphs of the statement of claim as includes 16, 17, 18 and 19 aforesaid in the particulars to be delivered in pursuance of the order, save in so far as the Judge at the trial in the exercise of his discretion may otherwise direct: and in default of delivery of particulars under this order, the defence of the pleas of justification to the paragraphs 16, 17, 18 and 19, and said portion of paragraph 3 as includes those shall be struck out." Then you see there was an order made after the careful consideration of the court, after hearing all the parties on the affidavits, and upon that order particulars were delivered. Particulars were delivered of various matters, some of which have been sought to be put in evidence by the defendant in this case to-day, and others apparently have gone without providing any evidence for them. Well, of course, where such an order has been made, where pleadings have been carefully considered, and all the charges pro and con sifted out before the trial, it would not be right that we should attempt to try some cases not on the papers, attempt to give some evidence that was not within the particulars; if that was to be the case what is the use of preparing for a trial at all, what is the use of having pleadings or an order? A man in that case, if general evidence was to be given, might be sued for one thing and have his character taken away for another, on which he was not prepared and with which he had nothing to do. Well, gentlemen, that being the general position of the case let us see what we have to try: let us see what there is on this record, because you are sworn to try the issues joined according to the evidence. You are not here to find that on the whole as between Samuel Hughes and Joseph Cooper, Samuel Hughes is the man that you might like best, or that Joseph Cooper is the man that you would like best. You are here performing the highest function in the administration of Justice. You are here with the responsibility and the duty, so neatly defined by your oath, to try the issues joined between the parties according to the evidence. Now what are they? On the case that is made out the only question, as it appears to me, is simply one of damages. Because it cannot be that in a civilized community the words that have been made use of in the articles complained of by the plaintiff can be treated as not libellous, as I will show you presently. They charge various crimes, they charge him as worthy of the penetentiary, and so on. That being the case, and going at the case step by step to see what we must fairly do, your first duty is to say, is this article a libel? If it is a libel, find that as a principal fact. The next step you have to take is to see what is the defence. The defence is that it is true. Well you take the various paragraphs and statements and you ask yourselves is this true. And if you find in that witness box he has proved these articles to be true as proved, that the plaintiff ought to be in the penetentiary; that one of the charges is proved that he is charged with, why that is the end of the case. It is a libel on the face of it, but no man shall pay damages for stating that which though apparently libellous is true. Now there is your second step. First is it libellous? Second, are the pleas made out? Well, on this evidence I shall ask you fairly to find that the pleas of justification are not made out. Then you come to the question of damages. Now if this libel was against a person who had never engaged in a controversy with another, if there was nothing preceding it which in any way provoked it, why then such a libel as this would call for enormous damages. But on the question of damages you have a right to consider. I admit that you have a right to consider all that has fairly gone before which has provoked the articles, if provocation in any way justified it. If it was a mere continuance of an unhappy quarrel which only looked for hard words to say of another, if it was that sort of a libel, then because one man gets more stinging words than the other generally a jury will give very small and limited damages; if that kind of libel which is fairly provoked, slap following slap, then he who gets the hardest slap and who complains does not very often get much compensation towards his injured feelings from a jury. For see, gentlemen, I am endeavoring to get at this thing as fairly as I can. I do not want to get one dollar for any client if he does not deserve it. I am going to try and get at the very justice of the case. It is no part of counsel's duty to get a dishonest judgment from any jury. It is his duty merely to do the best he can for his client fairly and honorably. Well now, gentlemen, we have to take on these lines that I have outlined, the article, the plea, the provocation, and we have to consider all these things together. We say that the article is as bad an article as can be written of any man. We say that article is made a great deal worse by their attempting to justify it here in open court, and failing. Always the jury and court will say, if a man says evil of another and then puts up in the plea it is true, and then in open public court attempts to say further that it is true, that that is merely a matter of aggravation, which a jury have a right to give effect to, and ought to give effect to, in measuring the punishment that the defendant ought to get. Now we say that the article which preceded the articles complained of, that is the article in the Watchman as to "Journalistic Blackguardism," we say that that article was justified by the articles which had been written by Mr. Hughes, and by those which had been written and admitted to his paper by the correspondent from Woodville. We say that that article was one which was called for by the articles in Mr. Hughes' paper which preceded it. No articles attacking us, but articles which Mr. Hughes himself here to-day, to his credit be it said, even if he repents at the last hour, articles which he says to-day he is ashamed of. These are the articles we criticise, articles imputing conduct, articles which can only be described by the words "journalistic blackguardism." These are the articles that were criticized by the Watchman, in that article you have heard an article using strong language I will admit but under circumstances calling for strong language. Now prior to that state of things no doubt there had been squibs between the papers and perhaps names called either way, you have heard them both, but it was the articles immediately preceding the article of October "Journalistic blackguardism," it was the articles preceding that, and articles which were not squibs, but articles which Mr. Hughes himself says ought never to have appeared in his paper, which called for the strong language used. Then remember that it is no excuse to Mr. Hughes here to-day to say, Oh that is "Swipes," that is Dr. Clarke; that is no answer. He is the publisher of that paper, is responsible for every line that goes into it; he is absolutely responsible before the law for every item. The law protects an editor from mistake. The law admits that an editor's eye cannot always be on his correspondent's writing, but then it gives him relief only if he apologizes, only if he makes amends as soon as he discovers the error. Now then, endeavoring to do it very shortly let me follow the evidence in the case on the lines that I have indicated upon which we say that we are entitled to recover; and as the articles have been read to you more than once I shall endeavor merely to point out the pith of the articles without reading them in full. Now it is one thing to remember, a thing that you must bear in mind in this case particularly, mere words of abuse where people have got their tempers up, mere scurillous words, however unfortunate they are, however wrong they are as indicating a bad moral tone are very different and, are entitled to be given very different weight to words imputing crime or criminality. Now the first thing we get is in the paper of

(Continued on eighth page.)