

HIGH COURT OF JUSTICE.

CASES HEARD AND SETTLED BEFORE JUDGE MEREDITH.

The Fall River Dam Case—An Action For Assault—The Defendant Claimed Black-mail And Won—A Suit Against the City Did Not Succeed—Other Actions.

The claim set up by Paul Reilly in his action against W. Lees, ex M.F.P., for South Lanark, was to the effect that he owns lots five and six in the eleventh concession of Olden township, which are situated on the shore of St. George's lake. This lake is connected with Sharbot lake, and the waters of both flow easterly to the Mississippi river, through the Fall river.

That defendant has since 1885 obstructed the flow of Fall river by erecting a dam across it, near and below its outlet in Oso township.

That this dam has raised the level of the lakes, and that at certain times the water overflows and floods plaintiff's land, has killed trees thereon, deprived plaintiff of the use of his land and depreciated its value.

That defendant purposes to continue the obstruction, to the detriment of plaintiff, who claims, therefore, \$300 damages, an injunction restraining Lees from continuing the obstruction, and such other relief as may be just.

The defendant denies all allegations and statements set forth in plaintiff's claim, alleges that he is, and for many years has been owner of a mill on Fall river, and that the dam was erected long prior to the time that Reilly obtained the lands; that in 1852 a dam was erected in the river and that the dam complained of is a continuation of said dam which was as high as or higher than the present structure, and that at no time during the whole period during which the stream has been dammed has the amount of water penned back exceeded the amount first penned back.

That he uses the dam and the waters penned back, for milling purposes, for purposes in connection with milling. That he has enjoyed the rights and privileges now complained of for fully forty years and he claims benefit of the "statute of limitations" and claims that his rights have become absolute. That when plaintiff acquired his lands in 1894, he was cognizant of the rights and privileges enjoyed by defendant. That plaintiff has sustained no loss nor damage by reason of the acts complained of.

P. Reilly, the plaintiff, was the first witness sworn. After him came Thomas Nash, W. Gray, A. Gygus, W. Judge and M. Avery.

The testimony given by these witnesses was corroborative of the statements made by the plaintiff. The district was, many years ago, the scene of extensive lumbering industries, and the dam was erected, the plaintiff held, to facilitate the floating of timber to Maberly and other places. Within the past ten or fifteen years it has been used for milling purposes. The original dam was lower than the present structure, and the surplus water flowed over it. Unless the stoplogs are pulled out no water can escape at present. About 1,000 acres of land contiguous to the dam have been flooded at various times, and the farmers have been loud in their complaints. So deep grew the feeling over the water that one night, some years ago, the dam was blown up with dynamite. The damage was repaired, however, and the flooding began again, attended by the usual loss.

J. T. Campbell repaired the first dam in 1859. He and Lees each had an equal interest in the mills on the stream at that time. The second dam was rather higher than the first, but the present structure is no higher than the old one.

W. Lees, the defendant, testified in his own behalf, along the lines laid down in his pleading.

J. H. Moore, C.E., P.L.S., examined the present dam and the sites of the former ones, and found that the original structure had been sixteen inches higher than the present one, and that the second dam and that now existing were of equal height. He believed that the condition of Fall river, choked up with logs as it was, must cause an accumulation of mud, weeds, etc., on the bottom, and consequently a tendency to obstruct the current, and raise the level of the water. He found a difference of sixteen inches between the levels of St. George's Lake and Sharbot Lake.

W. Cameron affirmed that he had accompanied the last witness when he examined the present dam and the sites of the old ones, and he corroborated the testimony of Mr. Moore in every respect. This completed the case for the defence.

T. Nash called by plaintiff, in rebuttal, swore that he surveyed the line of the K. & P. railway some years ago, and found the level of Sharbot Lake and St. George's Lake to be the same. He made a survey recently, with a similar result.

The evidence for the defence was reviewed, and the case was argued by J. Watson, of Toronto, who, associated with J. M. Rogers, of Perth, had charge of defendant's case. J. M. Macfar presented plaintiff's side of the case, and the judge reserved his decision until he had time to consider the evidence on each side.

Suing For Damages.

Thomas Carr, a Portland township laborer, and his wife, Sarah Ann Carr, brought an action against Arthur A. Ward, for damages for assault and criminal conversation. The evidence of the plaintiffs showed that Carr, with his wife, was living in a house belonging to Ward, and that he also owed Ward a running account. In July last he was taken ill and on the night on which the offence is alleged to have taken place, defendant sat up with Mrs. Carr to wait on him. Carr lay in an adjoining room, and during the night water was wanted in which to mix medicine for him. Mrs. Carr went into the pantry to procure it, and Ward followed her and committed the offence alleged against him. When Carr became strong enough, ten days after, his wife told him of the occurrence, and on Aug. 21st last he laid defendant with the deed. Ward denied that he had any relations with the woman, and Carr gave him a stated time in which to settle, failing which he told him he would enter action against him. On August 21st Carr sent for Ward to go to his house and settle up. He said he wanted to give Ward a chance to pay for his action. In the witness box he admitted that his wife had borne a bad reputation before he married her. The names of several men were mentioned in connection with her. He swore that he did not believe the reports. She threatened to leave him several times since their marriage, and did leave once. She went to Watertown some time ago, and did not return until Saturday last, when he had to go and bring her back. Since the offence alleged against Ward was committed, Carr has talked with defendant frequently, has visited at his house, and has caught a meal

there at the invitation of Ward's wife. The defendant refused to "settle" with plaintiff. He refused to give her the house and lot occupied by her and her husband, and which he had promised her, if she would agree to his proposal.

Mrs. Carr swore that on the night in question, Ward followed her into the pantry, where she went to get water for her husband, placed his back against the door and insulted her, offering her the deed of the house and lot and \$500. She repelled him, but he seized and assaulted her. She went into her husband's room at his call, and afterwards went outside. As she re-entered the door, she saw Ward leaving the house by another door. She told her husband of the occurrence on Aug. 9th, believing him to be too weak and ill to hear the news sooner.

In cross-examination she denied that she threatened to leave her husband and go to California, when the nurse who had attended Carr left. She was dissatisfied with her husband, because he had no writings to show his title to the house and lot. She admitted that some years ago when she was living in Petworth she left her husband, and carrying a valise, walked to Harrowsmith and remained away for some weeks. This was because the people talked about her. She made a man, with whom her name was associated, take an affidavit that no improper relations had existed between them. Witness denied that she had ever declared her intention of leaving her husband and children. She said she had no reason to take such a course. A few days ago she went to Watertown and remained a week. Her husband went there on Saturday and returned with her. Ward sat up with her two nights during her husband's illness. On the first night he sat reading a book. Nothing unusual occurred that night. On the second night when she was in the pantry she heard her husband call her twice, although his bedroom door and the pantry door were both closed. Might have been in the pantry with Ward between half an hour and three-quarters of an hour. Ward's promises of \$1,000 and the deed of the lot did not influence her. She did not call her husband nor her children, because Ward prevented her doing so.

After the offence her husband went to Ward's twice only. Witness did not go herself. Ward visited plaintiff's house two or three times afterwards. Money could have done to settle the affair. On August 6th Ward asked her to keep the affair quiet and offered her \$200. When Carr accused Ward defendant appealed to her to say whether or not the charges were true. She refused. She denied emphatically that she ever said that she "would have money, and if Walter Clark were worth it she would swear it out of him."

Mr. McIntyre read a letter from Deroche & Madden, Napanee, notifying Mrs. Carr that the man Ashley had retracted any slanderous statements regarding her good name made by him. The apology and retraction also was read.

Re-examined, Mrs. Carr swore that the pantry in the house was about eight feet wide. Ward was not asleep in it to her knowledge on the night of the affair. She wrote three letters from Watertown to her husband, but he did not get them until after she had returned. She was prevented from returning from Watertown on the day she intended by a heavy wind-storm. Ward had made insinuations to her before the night of July 20th. This was all the evidence offered for the prosecution.

Arthur Ward, the defendant, swore he was Carr's brother-in-law, having married the plaintiff's sister. Carr lives on Ward's farm and owes him \$525. Carr was ill last summer and Ward paid a trained nurse to attend him. He and his wife took turns in sitting up in Carr's house after the nurse had left. On the night of the alleged assault he sat reading in the kitchen during the greater part of the night. Mrs. Carr complained of not feeling well and occupied the couch in the same room. At three a.m., Mrs. Carr told witness to go upstairs and lie down. He said that as it was near time he should go home, and if she would give him a shake-down he would lie down on it in the kitchen. She got him the shake-down, and as there was not room to spread it in the kitchen, they placed it in the pantry, which had been intended for a small bedroom. At four o'clock he heard Carr calling, he got up, answered Carr's question as to the state of the weather, and after a remark or two left for home. The story of an assault upon Mrs. Carr, as told by her and her husband, is an out-and-out fabrication. After the date of the alleged offence Carr visited Ward's house several times and had his tea there one day. Ward told the story of the meeting of himself and his wife with the Carrs, asked for by the latter, to effect a settlement. His story differed hardly at all from that told by the Carrs.

Cross-examined—The kitchen in Carr's house is fourteen feet square. It contains the usual furniture and there was no room on the floor for the shake-down, except in the middle of the floor or close to Carr's bedroom door. The pantry is six feet square. I went to sleep in the pantry. Mrs. Carr was not in the pantry while I was there. I did not want to sleep close to the bedroom door for fear of infection. The bedroom door was open, and so was the pantry door, so there was as much danger of infection as though I had lain beside the former. As I lay asleep Carr called: "Art. I got up, and said: 'What'll you have Tom?' Carr asked: 'What kind of a morning is it?' I replied I would go out and see. I did so, and returning, told him it was a hazy kind of a morning. I then told Mrs. Carr that it was Tom's medicine hour, and I then went home. I gave my wife \$10 to pay to the nurse for her attendance on Carr. Her full charge was \$16. I told Carr and his wife that if they tried to play any such game on me, as this, that I would show them and twenty-five more what a task they would have. I mean that I would bring twenty-five witnesses to prove Mrs. Carr's past career.

Mrs. Ward, wife of defendant, and sister of Thomas Carr, was called. She swore that from the date of the alleged assault, until the day on which she and her husband went to Carr's house to make the "settlement," the relations between the two families continued as they had previously been. Mrs. Ward's story of what was said and done at the meeting to settle up differed from the versions given by the previous witnesses in so far that she stated that Carr told Ward that he need not deny the assault, because from what he (Carr) had seen by the reflection of the light on the window he knew it was true.

Ira Smith had known Mrs. Carr since her childhood. He could not say a word against her, so far as her reputation for veracity is concerned.

Arthur Townshend, a boy who had worked for Ward and lodged at Carr's, was called. He heard Mrs. Carr say that she thought from the way things were working Ward would turn her out on the road if Tom (Carr), her husband, died.

Mrs. Almira Carr, who is married to a

brother of the plaintiff, Thomas Carr, always believed Mrs. Thomas Carr to be truthful until this affair became public.

This was all the evidence offered for the defence as the judge ordered that the statement of claim be amended by striking out the allegations regarding criminal conversation and making the charge one of assault only, and the claim one for damages for Thomas Carr, and throwing out a great deal of evidence which Mr. Whiting had ready to put in on the original charge.

Thomas Carr was put on the witness stand by Mr. McIntyre and denied that he told Ward and his wife that he knew, from the reflection of the lamp on the window, that Mrs. Carr's story of an assault was true.

Mr. Whiting began his address to the jury in a humorously sarcastic strain. He said that when a woman was unscrupulous, is in want of money, and meets a man whom she thinks will be an easy prey, and determines to make money out of him, the most abandoned and vicious man is "not in it" with her for audacious and persistent lying. He instanced the case of Potiphar's wife, and read from Genesis to show the tactics followed by a wicked woman in the days of old. Mrs. Carr, he said, was not equal in cunning to the wife of the Egyptian king, but the accusation made by her against Ward, was equally as untrue as was the charge against Joseph. But Sarah Ann Carr was after "the mighty dollar," and failing to frighten Ward into buying her silence, she determined to attempt to force him to hand over \$1,000, by means of the law. He then weighed the evidence and succeeded in showing the plaintiff's case in a rather shady light.

Mr. McIntyre attacked the position taken by Mr. Whiting, and inquired why, if Mrs. Carr is such an audacious and persistent liar, did not the defendant's witnesses say so. They said instead, that they have known her since her childhood and know nothing against her reputation for truth and veracity. He showed the ease with which a woman's reputation can be blasted, and that once disgraced by gossiping neighbors. He asked the jury if "this big, coarse, cross-looking defendant" resembled their ideal of the "young, sprightly, handsome and innocent Joseph?" He took up the evidence of the witnesses for each side, and discredited that of the defendant, and showed how the testimony of the plaintiff outweighed that of the former. He attached no importance to the stories told about Mrs. Carr's threats to leave her husband, and represented her as a much-injured and outraged wife.

The judge charged somewhat pointedly in favor of the defendant, but warned the jury not to allow their decision to be affected by the fact that one of the defendants was a woman, and he also cautioned them in allowing the stories against Mrs. Carr's reputation to influence them.

After an absence of three hours the jury returned a verdict for defendant.

Devlin vs. City of Kingston.

James Devlin, engineer of the penitentiary, sued the corporation for damages, having broken his leg by a fall on Alfred street when getting out of a car. A jury of farmers was demanded as citizens were objected to as prejudiced. It is no doubt there was a low drain grate in the street, but as Devlin at first ascribed the accident to street car No. 19 having only one step, and afterwards offered gifts to witnesses, he damaged his case.

The jury, after being out for several hours, returned at five o'clock, and through the foreman, M. Avery, stated that eleven of the twelve jurors were in favor of a verdict proclaiming that no negligence could be attributed to the city. The judge therefore directed that a verdict be entered, dismissing the plaintiff's case with costs.

Dougherty vs. C. E. Bartlett.

The case of J. Dougherty vs. C. E. Bartlett, an action to recover a shortage alleged to be due on cheese purchased, was tried without a jury.

Dougherty sued to recover from Bartlett the shortage on the amount of purchase money for plaintiff's cheese, which Bartlett had contracted to purchase.

Bartlett contended that there was no shortage and that the amount of alleged shortage was deducted from the sum paid for the cheese on account of light weight and under quality.

The defendant, Bartlett, was the first witness, and said that a certain proportion of the cheese purchased by him from Dougherty was of an inferior quality. He, therefore, rejected it at Kingston. Bell, a cheesemaker, was sent to Dougherty's factory to inspect the cheese manufactured there, and found it under weight and inferior to quality, poorly finished and slovenly in appearance.

J. Dougherty, the plaintiff, swore that the cheese manufactured by him was not of inferior quality. He admitted that Bartlett sent him letters regarding complaints made in Montreal about the cheese, but, he said, he paid no attention to them.

R. Cochrane, Dougherty's cheesemaker, saw Bartlett in Kingston on one occasion, when cheese was being shipped and told him that he would not allow his cheese to go to Montreal unless everything was settled first.

In cross examination he said he saw Bartlett at the British-American hotel on the occasion mentioned. Bartlett told him that there would be a claim from Montreal on the cheese regarding the quality of which he complained. Bartlett had previously complained about the quality of cheese. Witness is not now in Dougherty's employ.

G. Gibson, Dougherty's partner in the Catarqui factory, gave unimportant testimony. The defendant, Bartlett, was recalled and said he remembered conversing with Cochrane at the British-American. He said also that he told Dougherty that he had better not let any of his first lot of cheese go to Montreal without first seeing Cochrane.

This closed the case and his lordship gave judgment in favor of plaintiff for \$447.16.

A Nuisance Case Settled.

The case brought by R. J. Cooper and wife against Thomas Nicholson, for damages sustained by reason of defendant keeping a slaughter house, pigs, etc., on his premises, did not come to trial, a settlement having been effected out of court, on the following terms: R. J. Cooper and wife, the plaintiffs, agreed to withdraw the suit on payment by defendant of the costs, and on defendant's promise to clean up his premises and to keep the same in good condition.

Last night the case of J. B. McIver vs. W. H. Reid, and another was taken without a jury, J. M. Macfar appearing for the plaintiff and McIntyre and McIntyre for the defendants.

The action was brought to recover payment of a promissory note for \$591.37 from a citizen, who made the note, and W.

H. Reid, who endorsed it. It appeared that the note was endorsed by Reid for the purpose of accommodating a maker, who had it discounted at the bank of British North America. When it matured at the bank, Reid paid the amount, and left the note to be collected from maker. Five years passed, however, and maker failed to pay the amount. Then McIver stepped in and purchased the note, and now seeks to compel Reid and maker to redeem it.

Mr. McIntyre asked that the case be postponed as maker was not present. He had been subpoenaed and paid but was unwilling to attend.

His lordship agreed to the postponement of the case until the next sittings of the court.

N. D. and G. Henderson vs. A. R. Williams was an action brought by the plaintiffs, residents of this city, to compel A. R. Williams, of Toronto, a builder of steam engines, to pay back to them the sum paid by them to him for an engine for their steam yacht. The plaintiffs claimed that the engine would not work properly, because of faulty constructions that cannot be remedied. They asked for damages for the loss of the use of their yacht, last summer. Ten or twelve experts examined the engine and boat and the majority of them seemed to believe that the engine was imperfect. Defendant claimed, however, that an expenditure of about \$50 would have made the engine suitable for the purpose of which it was required. He agreed to put in a new engine, and to pay certain costs and expenses incurred in connection with the suits, which did not, therefore, come up in court, but was settled on the terms mentioned.

Drennan vs. City of Kingston.

The suit of Miss Jennie G. Drennan against the city of Kingston, to recover \$6,000 damages for injuries sustained through falling on an icy sidewalk, attracted a great deal of attention. Hutchison & Roblin, of Brockville, conducted the plaintiff's case while Walkem & Walkem defended, in the absence of city solicitor Agnew. Plaintiff's counsel explained to the jury that when the writ was issued it was believed that Miss Drennan could never recover from the effects of her injuries, and that she would be a cripple for life. Since then, however, a reasonable hope has grown up that she will recover, though her recovery may not be complete for many months, perhaps for years.

A verdict for \$1,500 and costs was awarded plaintiff.

Another Case Settled.

The suit of John J. McVilg against Dennis Moriarty to compel defendant to carry out an agreement in regard to the sale of land, which was on the docket to be tried at the high court of justice, was settled out of court last night. The plaintiff has agreed to withdraw the suit on condition that defendant pays to him a stated sum as damages for non-fulfilment of agreement. Walkem & Walkem had charge of plaintiff's interest; Hutchison & Fraser, Brockville, defended.

Colton Cases Settled.

The case of Elizabeth Colton et al vs. Diantha J. McPherson, et al, against executors and beneficiary under the will of W. W. Colton, for a declaration of plaintiff's rights and a portion of a sum invested under the will of said W. W. Colton, was settled by the parties agreeing that the plaintiff be paid a lump sum to cover all claims, and plaintiff agreed to make no further demands. This settlement was approved of by the judge, the plaintiff being an infant, and the judgment not being binding on her without the sanction of the court. No costs were awarded. Dr. R. T. Walkem, Q.C., appeared for W. W. Colton, R. H. Hubbs, of Picton, and J. McIntyre, Q.C., for the executors and J. S. Skinner for plaintiff.

The case of Elizabeth Colton vs. W. W. Colton for alimony for plaintiff and child was dismissed without costs, by consent. J. S. Skinner for plaintiff, R. H. Hubbs, Picton, and John McIntyre, Q.C., for defendant.

Bank of Montreal a Winner.

In the non-jury case of the Bank of Montreal vs. the Ottawa and Gatineau railway and H. J. Beemer, president of the railway company, for the recovery of promissory notes, tried at last night's session of the court, the judge directed that judgment be entered against the defendants for \$325.91 and full costs. Macdonnell & Farrell for plaintiff, McIntyre & McIntyre for defendants.

The Bank of Montreal vs. the Quebec, Montmorency & Charlevoix railway company and its president, H. J. Beemer, was decided and judgment was given for the plaintiff for \$14,250.18 and full costs of the suit.

Chattel Mortgage Case Settled.

The case of B. M. Britton vs. Catharine Powers, an action on deed of chattels and covenant, was settled last evening, the defendant consenting to judgment. The judgment was delivered as follows: "I direct that judgment be entered pursuant to the consent filed for the plaintiff for \$500 with costs of said suit, and dismissing the defendant's counter claim with costs."

The Grand Jurors' Report.

The grand jury, yesterday, presented their report to judge Meredith, stating that they had visited the county jail, the penitentiary, Rockwood asylum, the Hotel Dieu and the general hospital, and commenting upon the cleanliness, neatness and orderliness found in each of these institutions. Ellen Duffy, the insane woman confined in the jail, was sent as a vagrant, and declared insane by a medical board soon afterwards. She will shortly be transferred to the asylum.

There are only nine male and three female prisoners in the jail at present. The jury strongly advised the substitution of a system of electric lighting for the kerosene system now in use, and urged the adoption of a proper system of ventilation in the jail. On account of the large number of patients treated in the Hotel Dieu and the general hospital, and in similar institutions throughout the province, an increase in the government grants was recommended. In conclusion the jury congratulated his lordship upon his elevation to the high and important position he now occupies.

In reply the judge expressed satisfaction that the report was so favorable, and said it should be a matter of pride to the people of Ontario, that nowhere in the world is better care taken of the unfortunate than in this province.

He was glad that there was no cause for complaint in the case of Ellen Duffy. The suggestion regarding improvements in the jail, he said, ought certainly to be carried out, and he promised that they should be laid before the proper authorities. Increase in the government grants to hospitals was a matter for the consideration of the government. The jurymen were thanked for their kind references to his lordship, and were then dismissed.

THE NEWS OF THE DISTRICT.

SPICE OF THE ARTICLES IN THE VICINITY NEWSPAPERS.

The News Put Into Condensed Shape—The Epigrams That Create Talk in the Country and Hereabouts—A Column of Interesting Items.

Carleton Place will build a town hall and market place to cost \$233,200.

D. Derbyshire, Brockville, says, in an interview, that our butter is on a firm basis in the English market now.

The patrons of Renfrew have nominated R. A. Jamieson to oppose Dr. Ferguson in the approaching election.

A former Lansdowne young lady, Miss Eva Taylor, was married at Pullman, Ill., on Oct. 23rd. The bridegroom was George W. Hadigan, Buffalo Centre, Iowa.

M. W. Sine, V. S., Belleville, has been appointed veterinary inspector by the government for the Belleville district, to inspect all sheep intended for export to the United States.

The executive committee of the American canoe association has definitely decided that the meet for 1896 will be held on the St. Lawrence river at Dginney's Point on the foot of Grindstone Island near Clayton.

W. C. B. Rathbun is in Deseronto on his return from California. He is in good health. He intends spending a couple of months in Toronto and Deseronto, after which he will remove with his family to California, where he will make his permanent residence.

The Belleville Ontario says that J. H. Meacham, postmaster, is to be superannuated, and John Taylor, ex-deputy sheriff of Hastings, will be his successor. Mr. Meacham, in his 88th year, and has served for forty-seven years, retires on an allowance of \$650 per year.

The brick residence of W. G. Egar, about half a mile west of Deseronto, was destroyed by fire Thursday. Mr. Egar and family were away attending a social party in town. It was impossible to save anything. Loss about \$6,000; insurance, \$1,500. The fire originated about the furnace.

John F. German, a Picton painter, was arrested at Watertown for obtaining board and accommodation and credit on Oct. 26th, and with absconding and receiving his baggage with intent to defraud the landlord of his board bill of \$4.50. The court sentenced him to pay a fine of \$10 or serve ten days in jail.

DEATH OF REV. W. BRIDEN.

He Passed to His Eternal Reward Since Our Last Issue.

Daily Wino, 2nd.

Rev. William Briden died at his residence, Colborne street, this morning. The Methodist church has sustained a distinct loss. Deceased was born at St. Alban's, about twenty miles from London, Eng., in May, 1827, and was therefore past sixty-eight years old at the time of his death. He came to Canada about fifty years ago, and almost immediately entered upon missionary work, his first station being at Napanee, then a mere hamlet. From Napanee he was moved to Centreville, and while stationed there was ordained a minister of the Methodist church. That was over forty years ago, and since then he has been a diligent, painstaking laborer for the Master. Among the places where he was stationed during his long career were Peterboro, Wilton, Pittsburg, Catarqui, Odessa, Bath, Little Britain, Newburgh, Conesecon and other places. The last congregation he had charge of was that of the Princess street Methodist church, from which he was obliged to retire last June before his full time was completed, owing to ill-health.

Deceased was married twice, his first wife being Miss Annie Lawrence, who crossed the ocean with him, and to whom seven children, six boys and one girl, were born. She died long since and was buried at Catarqui cemetery. His second wife was Mrs. Box, formerly Miss Addison, who survives him, and whose friends reside in the vicinity of Conesecon.

Four sons of the deceased reside in North Dakota, where they are employed in responsible positions. A fifth son is head master of the Ingersoll high school, and the remaining son is George, who resides in this city. The only daughter is the wife of A. M. Parrott, of Odessa.

MARINE INTELLIGENCE.

Paragraphs Picked Up About the Wharves by Our Busy Reporters.

The barge W. B. Hall, owned by Playfair, of Midland, was wrecked on Magnetic reef, Manitoulin. The crew escaped, but the boat is in a bad condition. She carried 25,000 bushels of wheat, bound to Midland. Total insurance on boat and cargo, \$18,000.

The schr. Starling, burned at Toronto, was built in 1873 by shipbuilder Tait, at Roblin's Mills. She made her first trip in August of the same year, and was owned by the late Capt. Frank Jackman and P. D. Conger. She had a carrying capacity of about 400 tons. The Starling was actively engaged in lake traffic for twenty-two years.

The steambarge Tecumseh, owned by the Collinsby rafting company, had a narrow escape from being destroyed by fire at Ashtabula on Oct. 29th. Shortly after midnight the crew were awakened by the crackling of flames in the hall between the cabins forward, and turned in an alarm of fire. The department responded and after working two hours succeeded in putting the fire out. The cabins are gutted and the crew lost all their clothing. Temporary repairs will be made so that the steamer can proceed to her destination with her load of coal for Rossport.

Responsibility And Depression

Too often result from causes, at the beginning easily remedied, but neglected most difficult to remove. The liver, allowed to become torpid and inactive, paves the way for a host of diseases, constipation giving way to indigestion, until at last the unfortunate victim has to undergo all the horrors of acute dyspepsia. No remedy so speedily and with such certainty corrects all diseases of the liver and stomach and bowels as Hamilton's Pills of Mandrake and Butternut. Vegetable in composition and always safe. Sold by dealers everywhere. One pill a dose. At Chown's drug store.

Kingston Business College Notes.

Frank Campbell, Battersea, has entered for a commercial course. James Clint of Prescott, attending the shorthand class, has gone to Gananoque for a visit. The ladies will soon be in the majority at the college. John Leonard, a graduate of the college, and at present with J. R. Fitch of Youngstown, Ohio, is in the city attending the funeral of his father, who died in Chicago. W. Peters, graduate of the commercial department, is collecting for the London Life Insurance Co., city.—Daily Whig, 31st.