

Extra Specials FOR Our Final Drive

White Cotton, good quality, special price for yard—
 15...16...22
 .25...35
 Balance of Sheeting, 64 ins. wide, 75c value, now yd. ... 39
 65c and 70c value ... 35 yd.
 70 in. wide 65c value for ... 35 yd.
 70c value ... 39 yd.
 95c value now yd. ... 59
 \$1.15 value now yd. ... 69
 80 inch wide 90c value ... 45
 90c value ... 45 yd.

Circular Pillow Cotton, excellent quality 46 ins. wide, 67c value for yard ... 42
 80c value now yd. ... 47
 85c value now yd. ... 49

44 inch wide, 70c value, now yd. ... 39
 85c value now yd. ... 59

42 inch wide 55c value, now yd. ... 29
 60c value now yd. ... 32
 40 inch wide, special price—
 .29 .39 & .49 yd.

Indian Head Cotton, regular 55c. Final price for yd. ... 25
 Nursenora Apron Cloth, regular 62cts. Final price ... 35 for yard

Tea Towelling, all linen, 23ins. wide, 55 ct. value, now yd. ... 30

40c value, now for yd. ... 22

Glass Towelling, 26 ins. wide, check patterns, regular 60c value, for yard ... 25

Towelling, fancy huck, 14 to 20 inch wide, \$1.60 value for yd. ... 95

1.50 value for yd. ... 79

85c value for yd. ... 49

98c value for yd. ... 55

Table Linen, unbleached, 72 ins. wide Regular \$2.20 for yd. ... 1.29

Table Linen, unbleached, 52 in. wide, Regular 75c value for yd. ... 49

Plain Embroidery Linen, 36 in. wide, \$1.70 value for yard ... 95

Bear's Weeks
 SUNNYSIDE, CHARLOTTETOWN

Automobile Versus Wagon Appeal Case

In the appeal of Mabel Parkman and Arthur McKinnon from the judgment of Mr. Justice Arsenault two judgments were pronounced, one by the Chief Justice and the other by Mr. Justice Hazard.

Judgment of the Chief Justice

January 13th, 1925.
 This is an application by the Plaintiff to set aside the verdict of the Jury found for the Defendant on the trial of this cause at the last June Term of this Court, holden in Summerside. The action was brought to recover damages for alleged injury to the person of the Plaintiff arising out of a collision between a motor car owned and driven by the Defendant and a horse-drawn carriage in which the Plaintiff was riding in company with her two brothers, Reginald and Meredith Parkman. The collision took place about 7.30 p.m. of the 26th day of October, 1923, on the public highway where it crosses a bridge on St. Peter's Road about three miles westwardly from Charlottetown, known as Wright's Bridge.

The bridge is a steel structure, having a plank roadway giving about 13 1/2 feet of clear road space, extending longitudinally 50 feet and protected on each side by an iron rail. The bridge is approached from the East by a graded clay embankment about 100 feet long and 21 feet wide, guarded on each side by a wooden rail. On the West the approach is by a similar embankment similarly guarded and about 90 feet in length.

The collision occurred on the Western approach at some point between the bridge itself and 6 feet West of the bridge. The two vehicles came together with such violence that the three occupants of the carriage were thrown out the front wheel of the carriage demolished so that the axle rested on the ground; the shafts were broken, the right hind wheel injured, and the axle bent, while the steering gear of the car was put out of service.

The Defendant a few days after this event settled with Frederick Parkman and Reginald Parkman made in respect of damage to the carriage, harness and horse. Defendant paid \$55.00 for damages and costs and agreed to have the wagon repaired and had it repaired at a further cost of \$30.00.

This settlement was made on the 29th of October and on the 7th of January following the Plaintiff by her solicitors made the claim for personal injury which is the subject of this suit. The case came on to be heard before Mr. Justice Arsenault and a Jury on the 13th day of June, 1924, and was continued on the 14th, 16th, 17th and 18th days of June next when a verdict was rendered for the Defendant.

The Plaintiff now applies to have the verdict set aside and a new trial granted between the parties on the following grounds:

1.—That the Defendant by himself and his agents during the said term or during the course of the said trial unduly and improperly solicited the Jury to favor the Defendant and give a verdict in the Defendant's favor, and used improper and illegal means to influence the Jury to have a verdict in favor of the Defendant.

2.—That the verdict was contrary to the evidence and against the weight of evidence and contrary to the direction of the Judge.

In support of the first ground for a new trial three affidavits have been filed and read on behalf of the Plaintiff, viz:

The affidavit of Mabel Parkman the Plaintiff, dated 1st November, 1924.
 And that of Reginald E. Parkman, brother of the Plaintiff, dated 3rd November, 1924.

And in reply thereto on behalf of the Defendant seven affidavits have been filed and read, viz: the affidavits of:

Arthur McKinnon, the Defendant, dated 11th November, 1924.
 John Moynagh, of same date.
 Stewart Affleck a Juror on the trial, dated 19th November, 1924.
 Hugh Smith, a Juror on the trial, dated 20th November, 1924.
 Dot S. Gorrill, dated 19th November, 1924.

And two affidavits of Benjamin Arsenault, each dated 20th November, 1924.

I shall set forth the charges and answers in four divisions numbered consecutively, the evidence being derived solely from the affidavits above referred to.

(1) The first charge is thus stated by the Plaintiff: "I am informed and believe that during the trial in this cause the Defendant put up at the Waverley House on Water Street in Summerside, kept by one Benjamin Gallant, and that several of the Jurymen who tried this cause put up at the same place, and I saw the said Defendant going in and out of the Waverley House on several occasions during the course of the said trial and I saw one of the Jurymen around the same premises during the course of the said trial."

Frederick Parkman adds: "On Wednesday the 25th day of June last I went to Summerside especially to make enquiries about the

actions of the Defendant in relation to the Jury during the trial of this cause. I called at the boarding house of Mr. Benjamin Gallant who keeps the Waverley House on Water Street in Summerside and he informed me that the defendant, Arthur McKinnon, and his Attorney and his witnesses and most of the Jurymen put up at the said Waverley House during the course of the said trial. He further informed me that they all had a great time during the trial and that they all talked together about the case while it was in progress."

The Defendant denies that his Attorney or any of the Jurymen on the trial of this cause put up at the Waverley House during the trial. To the like effect is the testimony of John Moynagh who deposes that "not a single Jurymen on the trial of this cause put up at the said hotel."

Benjamin Arsenault (erroneously referred to as Benjamin Gallant by the Plaintiff, her father and brother in their affidavits herein) proprietor of the Waverley House, states as follows:

"I have read over a document which he has written and which is a copy of an affidavit made by Frederick Parkman herein on the 1st of November, 1924, and I say that the statement contained in said affidavit to the effect that I informed the said Frederick Parkman that the Defendant, Arthur McKinnon, and his attorney and his witnesses and most of the Jurymen put up at the Waverley House during the course of the said trial is not true. I never made any such statement to the said Frederick Parkman and such statement if made would not be true for on the contrary, while the Defendant himself and some of his witnesses put up at the said Waverley House, the Defendant's Attorney never put up there, and none of the Jurymen that were Jurors upon the trial of this cause put up at the said Waverley House during the course of the said trial."

"I further state and say that I have read also the statement in said affidavit that I further informed the said Frederick Parkman, that they had a great time during the trial and that they all talked together about the case while it was in progress, and I say that the statement contained in said affidavit is not true as I never made any such statement to the said Frederick Parkman and such statement would not be true if it were made for the reason stated in Paragraph 2 of this affidavit."

The second charge relates to a supposed attempt to corrupt or unduly influence one of the Jury.

Reginald Parkman deposes: "3. That on Tuesday the 17th day of June last I was going along Water Street in Summerside and I saw the Defendant and his witness John Moynagh talk with two men, namely, George Knox and Dot S. Gorrill who were on the Jury panel at the said June term of the Court but who were not Jurymen on the trial of this cause. I passed close to them and I saw them talking and I overheard one of them saying to Dot S. Gorrill, 'You better get Smith.' I then noticed that Gorrill moved away from the other three men and went up along Water Street in the same direction which I was going but following behind me, that in a minute or two I met Hugh Smith who was one of the Jurymen on the trial of this cause. . . . and after I passed Smith the said Gorrill met Smith and passed him and turned back with Smith and proceeded in a westerly direction along Water Street following the Defendant and the said Moynagh and Knox in the direction of the Court House; I also turned about and followed the said Gorrill and Smith at a short distance behind them until they got up to the Court House; when I went into the Court House I saw the Defendant, Gorrill, Knox and Moynagh all sitting together in the Court House."

Dot S. Gorrill says in reply: "1. That I am not acquainted with Arthur McKinnon the above named Defendant, and never spoke to him in all my life."

"2. That I never directly or indirectly said or did anything to Hugh Smith, one of the Jurymen on the trial of this cause, or any other Jurymen, to influence him in rendering his verdict herein."

And the said Hugh Smith in his affidavit deposes: "4. That Dot S. Gorrill did not say or do anything to me either directly or indirectly to influence me in rendering my verdict herein."

John Moynagh in his affidavit denies the statements in Paragraphs 3, 4 and 5 of Reginald Parkman's affidavit and adds: "I never knew nor did I have any acquaintance with the said Dot S. Gorrill. I did not say to any person 'You better get Smith,' or did any one in my presence make any such statement." And he further says: "I had no conversation with either Hugh Smith or Stewart Affleck—I never spoke to either of them in my life."

The 4th charge is thus stated by the Plaintiff: "On a very careful reading of the evidence, and full consideration of all the circumstances in the case, I am unable to reach the conclusion in my mind that the Defendant stands fairly and honestly before a Jury in finding their verdict in this suit, namely, the position of the horse and carriage when the collision took place and after. The three persons who were driving in the carriage and who had every opportunity of seeing the approaching car say they were close to the railing on the south side of the bridge and western approach all the time, and when struck by the motor, the carriage was still there after the accident. The injury to

about 15 minutes, during which the Defendant was talking energetically and moving about the car and pointing out certain parts of the car, particularly to Mr. Farmer. He could not overhear what was said, but he assumed that they were talking about the car and about this case.

On the following day Mr. Bentley, Counsel for the Plaintiff, cross examined the Defendant upon this incident when Defendant admitted that he had been talking about his car to a number of men on the street and he appears to have been demonstrating the car in relation to the collision.

The Defendant may not have known that any Jurymen was present, but the fact that such might have been the case should have kept him off such dangerous ground. His conduct in this regard was highly improper, and if the Plaintiff had not discovered it until after the trial it would in my opinion have been sufficient ground for a new trial, but the Plaintiff by observing the event, and having cross examined the Defendant upon the circumstances, must be taken to have had knowledge of the facts and to have acquiesced in the completion of the trial before the same Jury. The Plaintiff was put upon her guard, but chose to take the chance of a verdict in her favor, and it is now too late to raise the objection.

In respect to such of the other charges as are not included under this principle, they are either too immaterial to require serious consideration or are completely nullified by the answering affidavits.

Referring now to the second ground in the application for a new trial:

Since hearing Counsel on the argument I have examined with care the notes of evidence taken on the trial and the Judge's charge to the Jury.

The evidence is very conflicting so that a perfectly satisfactory decision might be very hard to reach. It was the province of the Jury to determine what evidence they should believe and what reject.

There is evidence to support the verdict. The difficulty in reaching a decision would arise upon the weight of evidence.

Where the question is based upon the weight of evidence it has long been settled as a guiding principle that a new trial should not be granted on the ground that the verdict is against the weight of evidence, if the verdict is such as reasonable men could have found.

Lord Halebury, in Metropolitan Railway Co. vs. Wright (11 Ap. Cas. 152) says: "If reasonable men might find the verdict which has been found I think no Court has jurisdiction to disturb a decision of fact which the law has confided to juries and which is not shown to be a case most suitable for trial by Jury."

No question arises upon the sufficiency of the Judge's charge which clearly explained the legal rights and duties applicable to the case.

It is impossible for me to conclude that the verdict is one which reasonable men might not find. The application should in my opinion be dismissed with costs.

Judgment of Mr. Justice Hazard.
 This is an action for the recovery of damages for injuries sustained by the Plaintiff in a collision between a motor vehicle driven by the Defendant on a public highway so negligently and carelessly as to occasion the Plaintiff to be thrown from the carriage in which she was riding to the ground and be seriously injured and wounded.

The Plaintiff as appears was riding in a carriage from her home in the Royalty of Charlottetown in company with her two brothers in the evening, after dark, in the month of October, 1923, and when they entered the eastern approach of what is known as Wright's Bridge, in said Royalty, they observed a motor car then on the hill on the western side of the bridge, a considerable distance up the road, considering towards the bridge with apparently only one light lighted and as they believed on the south or wrong side of the road. They were then proceeding slowly, the horse walking. The driver of the team at once started to trot the horse, he says, in order to get over the narrow part of the bridge before the car would reach it, keeping the south side of the bridge and the approach, all the time keeping close to the railing on said approach. In a very short space of time he saw the car apparently coming directly towards them, and shouted to the driver of the car, who immediately stopped the car, upon the front wheel of the car entering between the shafts and the front wheel of the carriage (on the right hand side thereof) and the body, breaking the shafts and smashing off the front wheel and breaking or bending the axle and the axle and breaking the wheel and the three occupants of the carriage to the ground, whereby the Plaintiff sustained the injuries before mentioned.

The action was tried at Summerside by Mr. Justice Arsenault and a Jury in June last and a verdict was rendered for the Defendant.

This application asks to set aside the verdict and for a new trial on the ground that the verdict rendered is contrary to the evidence, and against the weight of evidence, and contrary to the direction of the trial Judge. Also on a further ground which I do not deal with here.

On a very careful reading of the evidence, and full consideration of all the circumstances in the case, I am unable to reach the conclusion in my mind that the Defendant stands fairly and honestly before a Jury in finding their verdict in this suit, namely, the position of the horse and carriage when the collision took place and after. The three persons who were driving in the carriage and who had every opportunity of seeing the approaching car say they were close to the railing on the south side of the bridge and western approach all the time, and when struck by the motor, the carriage was still there after the accident. The injury to

Record Year Brings Gratification To Policyholders

Canada, accustomed as it now is to deal in big sums of money, was startled recently when it was announced that \$15,000,000 of life assurance had been purchased by three brothers by the name of Book in Detroit. One of the chief merits of life assurance is that it adapts itself with wonderful ease to the varying needs of its patrons. The pay-envelope man of Canada shares in its benefits on the same terms as the millionaire. The popularity of life assurance is the best proof of its merits as a protection against those contingencies, some of which come sooner or later to every household and business concern. It is because it has proved its value in holding homes and businesses together that it has won believers among every class in Canada. It has now become a part of the modern business methods of the Dominion, and it is within the reach of every insurable man and woman in the country.

That people are more and more realizing that Life Assurance, besides giving protection to the insured, is also a first class investment, was demonstrated at the annual meeting of The Imperial Life Assurance Company of Canada, when on January 14th, Mr. G. A. Morrow, President of the Company

presented the Directors' Report. This report showed wonderful progress all along the line. The new assurances issued by The Imperial Life Assurance Company in 1924 amounted to \$33,424,317.00, exceeding by \$4,448,161.00 the amount issued in the previous year. Today the total amount of assurance in force is \$176,068,256.00. This is an increase during the year of \$12,837,394.00. In 1914 the assurance in force with the Imperial Life Assurance Company amounted to \$45,794,225.00. The assurance in force with this Company thus has trebled in ten years.

The annual gain made last year in assets proved to be the greatest in the history of the Company, having been increased during the year by \$3,214,551.80. The assets now total \$31,239,195.19. \$2,857,163.67 were disbursed as benefits during 1924 to policyholders and their beneficiaries, comprising death claims, matured endowments and dividends.

The policy and annuity reserves of the Company amount to \$26,294,613.30. These millions of dollars of reserves are calculated on so strong a basis that interest sufficiency to maintain them. The average rate of interest earned by the Company on its invested assets was 6.25% as compared with 6.14% in the previous year.

The policyholders' net surplus fund was increased by \$248,160.18, after the Company had provided for its reserve on the strong 3% interest basis for all other liabilities, and paying out dividends due to the policyholders in the year of \$906,355.80. The policyholders surplus fund now amounts to \$2,998,120.34, showing a considerable increase over that earned in any previous year.

Besides shareholders and branch managers of the Company, a considerable number of policy holders attended the annual meeting, many of whom expressed gratification at the optimistic outlook for even bigger business in 1925.

the carriage in taking off and smashing the front axle and wheel by the car, and the breaking of the axle of the axle of the hind wheel, shows that the car struck the right hand side and passed along that side of it, breaking the wheels and axles on the one side, and puts it beyond a doubt that the fault was the defendant's in keeping the wrong side of the road, the carriage both before and after the accident, being still close to the railing of the south side. And on this point we have the evidence of three against one with the further fact that the three occupants of the carriage had been closely watching the approaching car with its one dim light for quite a distance from the time it was away up the road, while the Defendant says he only saw the carriage a few moments before, and when too late to avoid a collision. But this is not all; there were other circumstances brought out in the evidence which should have influenced the Jury in finding their verdict, but which apparently were not considered, in deciding as to the weight to be given to the evidence of the respective witnesses.

With regard to the verdict being contrary to the Judge's charge, I



G. A. MORROW
 President Imperial Life Assurance Company.

WG Y Program

SUNDAY, JANUARY 18
 WGY (Schenectady, N. Y.)
 General Electric Company
 790 Kilocycles (380 Metres)
 Eastern Standard Time

10.30 a. m.—Service of Albany Street Methodist Episcopal Church, Schenectady, N. Y.
 Organ prelude, "Marche Solennelle" Mally
 Lella B. Reynolds
 Anthem, "My Defence is of God" Huhn
 Mrs. Ariel S. Millard, soprano; Gladys Robinson, contralto; Adam Shaffer, tenor; M. H. Simmonds, bass.

Hymn No. 196, "Breathe on Me, Breath of God"
 Sermon, "The God of Comfort" Rev. Cassius J. Miller, pastor
 Hymn No. 526, "Come Ye Disciples" Postlude, "Son of God Goes Forth to War" Whiting

3.35 p. m.—Program by WGY Symphony Orchestra, Leo Kilwen, conductor; Edward E. St. Louis, baritone, soloist.
 Selection, "Occasional" Handel
 WGY Symphony Orchestra
 Leo Kilwen, conductor
 Baritone solo, "The Gypsy Trail" Galloway
 Edward E. St. Louis

Selection, "Menuetto" from the Twelfth Symphony Haydn
 Baritone solo, "Onaway, Awake, BeLoved" Harris
 Edward E. St. Louis
 Selection, "Pride Song" from the "Melsteringer" Wagner
 Orchestra
 Baritone solo, "In Conterbury Square" Scott
 Edward E. St. Louis
 Selection, Italian Divertissement, "A Day in Naples" Tyng
 Orchestra

5.00 p. m.—Organ recital by Dr. Frank Hill Rogers, assisted by T. Roy Keefer, violinist, from St. Peter's Episcopal Church, Albany, N.Y.
 "Romance" Svendsen
 "Chanson Pathetique" Troostuyk
 "Song Without Words" Soru
 "Grand March" from "Aida" (Organ)
 Verdi

7.30 p. m.—Service of Albany Street Methodist Episcopal Church, Schenectady, N. Y.
 Organ prelude, "Meditation" Metzke

may say that in my opinion his Lordship's address was an exceedingly good one in every particular, and was as complete an instruction as well could be given, and had the Jury followed the direction there laid down there would, I believe, have been no cause for complaint.

I regret that I have been compelled to disagree with the learned Chief Justice in this case. This I do with every proper deference and respect.

According to my view the verdict found is against the weight of evidence and should be set aside and a new trial granted.

The Story of 1924

The results achieved by The Imperial Life Assurance Company of Canada in 1924 as indicated by the figures given below will be very gratifying to policyholders and others interested in the Company's progress:

	1914	1919	1924
Assurances in force	\$45,794,225	\$92,634,158	\$176,068,256
Assurances Issued	7,761,726	25,451,233	33,424,317
Total Assets	10,310,392	16,983,112	31,239,195
Premium & Interest Income	2,131,875	4,171,609	7,865,577
Policy & Annuity Reserves	8,130,560	13,892,960	26,249,613
Payments to Policyholders	469,724	1,531,319	2,857,184

The millions of dollars of Reserves held by The Imperial Life are calculated on so strong a basis that interest earnings of only 3% are sufficient to maintain them. The difference between this 3% rate and the 6.23% actually earned gives an exceptionally wide margin for policyholders' profits and security.

Ask for a free copy of our complete Report

THE IMPERIAL LIFE ASSURANCE Company of Canada

HEAD OFFICE - - - TORONTO, CANADA

A. R. McINNIS, District Manager,
 Royal Bank Building, CHARLOTTETOWN.



First and Paramount
 Absolute Security to Policyholders

Orchestra
 Soprano solo, "Because" d'Hardelet
 Anne D. Hannan
 Selection, "Dance of the Bumble Bees" Bagley
 Orchestra
 Selection, Dance from "Jolster" Grieg
 Orchestra
 Research Narrative, "The Haunted Restaurant" (courtesy Engineering Foundation.) Sanderson
 Soprano solo, "Unlil" Anne D. Hannan
 Selection, "Spring Dance" Grieg
 Orchestra
 Selection, "Halling" Grieg
 Orchestra
 Soprano solo, "Caro mio ben" Giordani
 Anne D. Hannan
 Selection, "Humoresque Dance" Grieg
 Orchestra

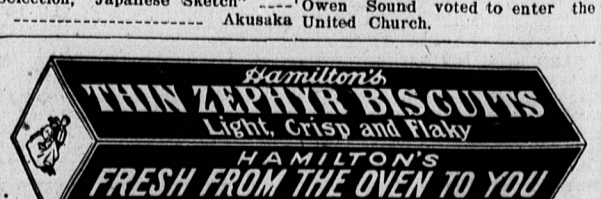
Church Union

TORONTO, Jan. 15.—In a statement issued by the Church Union Bureau of Information, it is stated that to date 81 city churches have voted for entering the Union and 32 have voted non-concurrences. The strength of these churches going into Union and of those staying out is indicated by the following figures:

Total communicant membership of city churches in Union, 45,097. These figures are for churches in 28 cities that have so far voted. Several of these cities have completed their vote. They are Regina, London, Owen Sound and Ottawa.

In Regina the entire six Presbyterian churches voted into Union in Ottawa nine churches voted Union and three against. In London six voted Union and three against. The three churches in Owen Sound voted to enter the United Church.

11.55 a. m.—U. S. Naval Observatory time signals.
 12.30 p. m.—Stock market report.
 12.40 p. m.—Produce market report.
 12.45 p. m.—Weather report.
 2.00 p. m.—Music and talk, "Children's Part in Life Time Habits," Elizabeth H. Morris, Assistant Professor of Philosophy, New York State College for Teachers.
 6.00 p. m.—Produce and stock market quotations; news bulletins.
 6.30 p. m.—Sport talk by Harold Anson Bruce, Director of Athletics, Union College, Schenectady, N. Y.
 7.45 p. m.—Program by WGY Orchestra assisted by Anne D. Hannan, soprano.
 Selection, "Saracen March" E. Strauss
 WGY Orchestra
 Selection, "Japanese Sketch" Akusaka



Made with finest creamery butter!
 Crisp and flaky to the last crumb!

LIME! LIME!

Freight Rates to P. E. Island on PULVERIZED LIMESTONE from this Plant have been much reduced and we can now quote

VERY LOW PRICE DELIVERED to any railway siding on the island.

The past few years we have shipped large quantities of our Land Lime to P. E. Island farmers and they are our best advertisers.
 Ask their opinion and then write us for new low price.
BROOKVILLE MFG. CO., LTD.
 BROOKVILLE, ST. JOHN CO., N. B.
 (Operators of New Brunswick Government Lime Plant.)
 (Sample on Request.)