

CLARK'S BEANS

with Tomato-Chili or plain Sauces

Enjoyable & Nourishing

Fleating, Hemstitching and Picoting, Etc.

Fleating, Hemstitching and Picoting, Knife-Making, French Cardigan, Button, Box and Box Combination pleating, Skirts, panels or trimming. Work done and returned promptly. Prices and further information on request to

Stanford & Co.
Ladies Tailors
156 1/2 Hollis St., Halifax, N. S.
3693-7-26-61.

PROVINCIAL RIFLE ASSOCIATION

The annual Prize meeting of the Prince Edward Island Provincial Rifle Association will take place at Kensington Range, Charlottetown, 5th, 6th and 7th August commencing at 8 o'clock a.m. Prizes in Cash over \$1400.00. Aperture sight may be used. Make your entries early. Programme can be had from the Secretary.

F. S. MOORE, Colonel, R. L. President
CHARLES LEIGH, Lieut. Col. R. O. Secretary Treas.

CANADIAN PACIFIC SAILINGS

FROM MONTREAL To Belfast—Glasgow

July 24	Montreal
July 31	Montreal
Aug. 7	Montreal
Aug. 14	Montreal
Aug. 21	Montreal
Aug. 28	Montreal
Sept. 4	Montreal
Sept. 11	Montreal
Sept. 18	Montreal
Sept. 25	Montreal
Oct. 2	Montreal
Oct. 9	Montreal
Oct. 16	Montreal
Oct. 23	Montreal
Oct. 30	Montreal
Nov. 6	Montreal
Nov. 13	Montreal
Nov. 20	Montreal
Nov. 27	Montreal
Dec. 4	Montreal
Dec. 11	Montreal
Dec. 18	Montreal
Dec. 25	Montreal

CRUISES FOR 1925

ROUND THE WORLD
Empress of France... Jan. 14
TO THE MEDITERRANEAN
Empress of Scotland... Feb. 9
TO THE WEST INDIES
Montroyal... Jan. 20, Feb. 21
(Formerly Empress of Britain)

Rocky Point Ferry Time Table

Commencing June 1st, the Steamer Ellsborough will run between Charlottetown and Rocky Point during the summer months, as follows:

DAILY (Except Sunday)

Lv. Charlottetown	Lv. Rocky Point
7:30 a. m.	8:00 a. m.
8:30 a. m.	9:00 a. m.
9:30 a. m.	10:00 a. m.
11:00 a. m.	11:30 a. m.
1:30 p. m.	2:00 p. m.
2:30 p. m.	3:00 p. m.
3:30 p. m.	4:00 p. m.
4:30 p. m.	5:00 p. m.
6:30 p. m.	7:00 p. m.

SUNDAY

Lv. Charlottetown	Lv. Rocky Point
9:30 a. m.	10:00 a. m.
12:45 p. m.	1:00 p. m.
2:00 p. m.	2:30 p. m.
3:00 p. m.	3:30 p. m.
4:00 p. m.	4:30 p. m.

2428-6-2-3mths

CANADA STEAMSHIP LINES, LTD.

S. S. "WINONA"

Leave Montreal August 2nd
Arrive Charlottetown August 5th

3645-7-23-wmif.

EASTERN STEAMSHIP LINES INC.

S. S. GOVERNOR DINGLEY will leave St. John Wednesdays at 8 a. m. and Saturdays at 7 p. m. (Atlantic Time) for Boston. Wednesday trips are via Newport and Lubec, due Boston about 10 a. m. Thursday. Saturday trips to Boston direct, due Sundays at about 3 p. m. Steamer Prince Arthur will leave St. John Fridays and Mondays at 7 p. m. for Boston direct due following day at about 1 p. m. Fare \$10.00.

A. C. CURRIE, AGENT, St. John, N. B.

Marriage Scales

(Continued)

NO HELP FROM DORIS

Mariana was dressing for dinner. Her slim fingers that moved among the pretty cosmetic jars on her dressing table shook uncontrollably. When she drew a crimson lipstick across her mouth, it went awry and she had to wipe it off carefully with a bit of tissue.

In the sun-parlor beneath her window she could hear the rattle of the cocktail shaker as Alan Harrington prepared appetizers. Linda's shrill giggles came to her ears and Geraldine Seabury's decisive voice.

Apparently they were all down, except their hostess. She must hurry. And yet she lingered, postponing the moment when she must face Craig Cullum again and defend herself against his subtle lovetaking. A crisis was approaching, her sixth sense told her. This was a romantic adventure no longer. The situation was becoming dangerous.

If only Charles were there, she thought and was startled to recall that it had been many months since she had entertained such a wish. There was a rap on the door, and at her trembling "Come" Doris entered.

Doris wore a black gown, a simple, tasteful affair, that fell away from her lovely shoulders and revealed her slim, beautiful arms. With a high carved comb of jet thrust in her shining hair and her wild-rose coloring, she was startlingly beautiful. Mariana exclaimed in delight of her.

"Poor Dick!" she sighed, with an effort at banter. "Your appearance to-night will just about finish him."

Doris smiled faintly and sank onto a couch. She drew a deep breath, but her sigh was not for Dick Jervis. It was instigated by regret that two sisters should have drifted so far apart that neither could read the other's heart.

Suppose Mariana knew that she had dressed so carefully, not for Jervis, but for Craig Cullum. Doris thought? The thought brought a wry smile to her lovely mouth.

Mariana hesitated. He, too, felt the constraint between them. They had not been alone together since that day in Harry's study when Craig Cullum had deavored to smother thoughts of her and Charles, and Mariana had been so petulant about it and sent Doris away.

Mariana wished she could recall the things she had said then. She needed Doris now. She wanted to confess the whole wretched business about her infatuation for Craig Cullum, and ask Doris what to do next. That the affair had turned out so terribly.

"Doris," she asked suddenly, "have you ever been in love?"

Taken unawares, and roused from her reverie, Doris looked at Mariana. "Oh, I suppose so. Who hasn't? Or rather, who hasn't believed, he was at some time or other?"

"Why do you ask?"

"Oh, no reason at all. Just idle curiosity," declared Mariana hastily. "Of course, she went on more slowly, "I think of love more than you do. I've always been romantic. I'm forever seeking a great passion."

"Charles?" began Doris.

"Oh, I adore Charles, of course," Mariana cut in. "But—but sometimes I wonder if there isn't somewhere a wonderful, further sort of emotion that makes one gloriously happy and madly wretched and fairly stops one's breath."

Doris rose from the couch abruptly. "I've been reading too many novels," she said in a hard voice.

"But, Doris," warned Mariana, "I thought you found it and then—"

Doris drew a painful breath. "I pray I never find it again!"

"Charles," she never told me—"

Doris was at the door.

"Mariana signed and went on with her dressing.

There was no help from Doris. She must cope with the Craig Cullum affair without assistance!

Again, she wished that Charles were there.

(To be continued.)

HOUSEHOLD FURNITURE AND EFFECTS OF LATE SIR L. H. DAVIES FOR SALE

The undersigned are instructed to sell at Public Auction at the late residence of Sir L. H. Davies, West Street, Charlottetown, on Thursday the Thirty-first day of July A. D., 1924 at 10 o'clock in the Forenoon:

All the household Furniture and effects in the Dwelling house used as a Summer residence by the late Sir L. H. Davies, comprising Mahogany Sideboard, dining table, chairs, sofa, bureau, also walnut sofas, chairs, tables, bedroom furniture, as well as all linen, bedding, carpets, pictures, clocks, dishes and other articles too numerous to mention.

Dated the Twenty-second day of July A. D. 1924.

GAUDET & HASZARD, Solicitors
BENJ. CARTER, Esq., Auctioneer.
3653-7-23-71.

SUPREME COURT

Alex. McLean and another vs. Lauchlin McDonald

Jury charge by the Chief Justice, in the Supreme Court, George town, July 28th.

Mr. Foreman and gentlemen of the Jury:

We have now reached the point where you will commence to form your verdict, to reach a decision that will enable you to form a true verdict according to the evidence, and it is my part to give you what assistance I can in stating such facts as may be applicable to the case or refreshing your memory upon such of the evidence as it appears to me advisable to call to your special attention.

The declaration, which is the statement of the plaintiff's claim made a general way, contains two counts, claims for money lent by Daniel McLean to the defendant and for money received by the defendant Lauchlin McDonald for the use of Daniel McLean. To that the defendant puts in three pleas or answers. These are the written proceedings in a case where the one party sets forth his claim and where the other party, the defendant, shows what his defense is. The defendant in this case pleads payment; that before action he satisfied and discharged the plaintiff's claim by payment. He also pleads that he never was indebted. His third plea is a set-off; that is a contra account; and he puts in a further plea that the debt is barred by the Statute of Limitations, that is to say, in the words of the plea, that the alleged causes of action and grounds of them did accrue six years before this suit. You understand, gentlemen, that whatever merits the claim may have, if six years are allowed to pass from the time when it is due, without any payment being made, or any sufficient acknowledgment in writing given, the statute of Limitations comes in and bars the claim. The reason for that is of course that there must be some time within which a man must pursue his remedy. There must be some time when a debt will become extinct if nothing is done in respect of it, otherwise we might all be confronted with old, stale demands springing out of the past, the proof of payment of which would be action and lost. There must be some certain period beyond which the law will refuse to give any assistance in collecting. That does not mean that a man is morally freed; but the law will not assist one who sleeps on his rights too long.

Now a payment may prevent the six years from running, but it must be a payment in full, in respect of the account. That is, there are two or more accounts owing, and payment is made, the person making the payment has the right to appropriate it to any one of these accounts, or to any of the items in a single account. If he fails to do that and does not apply it to any particular part of the account, the person to whom the debt is due must be satisfied with what there must be some certain period beyond which the law will refuse to give any assistance in collecting. That does not mean that a man is morally freed; but the law will not assist one who sleeps on his rights too long.

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"I was present; I was in the kitchen at the time. I can remember distinctly hearing what he said. My husband was present; he sat down also."

"What was the conversation?"

"I did not notice what conversation they had first. He said, 'Do you want that money now, Dan? Can I have it?' he says, 'And Mr. McLean says "Yes." And he said "I will pay you good interest."

"Did you know what money he was talking about?"

"I certainly knew there was no other money. I certainly knew as much as that is money of the cheques, because there was no other money in Mr. McDonald's hands, only that."

"That is the only conversation at which she was present. That is the first step. She was also examined upon a subsequent conversation after her husband's death."

"Did you ever have any conversation yourself with Mr. McDonald after your husband's death?"

"Yes."

"How long after?"

"About a year after he died, as far as I know."

"Where was that?"

"At Lachie McDonald's own house."

"Who was with you?"

"I went with my son Alex. McLean, executor to the will."

"How long after?"

"We went for the purpose of making a settlement and I asked him, he was going to fix up this affair, the money that he owed my husband. I said that my son was executor and it was right that it should be fixed up and I told him, 'You owe something over a thousand dollars and it is right as settled that is made the better, Mr. McDonald, and the young man, do it but the old must.' I spoke about how hard we worked to make that money. I came a little hard on Mr. McDonald. He almost broke down. Tears came into his eyes. Don't be hard on me, Nellie, I will pay the money."

"Did you have the cheques with you at that time?"

"You will have to ask my son."

"But did you have them yourself?"

"No, I did not have them myself."

"Did you ever speak to Mr. McDonald after that, yourself?"

"No, never spoke to him again."

And in cross examination by Mr. Johnston she says:

"How many conversations did you overhear between Lachie McDonald and your husband?"

"Just one, about money matters."

"When was that?"

"The time Mr. McDonald came to my house and borrowed the money."

"When was that?"

"About a year, as far as I know or so, before he died."

"About a year?"

"As far as I know."

The statement you made to Mr. Gaudet was that the defendant came to your house a couple of years before the death of your husband. Don't you remember the year?"

"As far as I know it might be a year or two years."

"Did your husband give him any money then?"

"The secretary had the money, as I understand;—he was the

secretary; my husband had the cheques in the house."

"Did your husband hand over any money to Mr. McDonald?"

"No money, but he asked him could he have that money."

"So Lachie McDonald got no money and no cheques?"

"He says, 'Do you want that money now?' can I have that money?" and he says "I will pay you good interest."

"Do you now swear that he ever got a cent of that money?"

"I will swear that it was money for the cheques that he was looking for that Mr. McLean held."

"You and your son went afterwards you say to Mr. McDonald."

"Yes."

"And he asked you not to be too hard on him?"

"Yes. His eyes filled with tears and he almost broke down. And he said, 'I will pay every cent of it, Nellie; don't be too hard on me.'"

That is the evidence given by Mrs. McLean. The evidence of Alex. McLean, the son, as to a loan, is this: The question is asked:

"What did you do in connection with those cheques,—the first thing?"

"I went over about a year after my father died; my mother went with me to McDonald's, trying to fix up the estate."

"Who did the talking that time?"

"My mother gave me the deuce about getting the estate fixed up. 'You are getting old now' she said. He said, 'Don't be too hard on me now; I will pay that bill.'"

"Was the amount mentioned?"

"Not at that time."

"What happened after that?"

"I think about a year after that I went over and took the cheques with me. There was nobody with me. Mr. McDonald took the cheques. He made them all up."

"How much did they amount to?"

"Somewhere near \$1200. He wrote it on a piece of paper and gave it to me, the amount he made up."

"The amount of the cheques?"

"Yes."

"Was that all he wrote on that paper?"

"He wrote a bill that my father owed him, he said, of \$68.40 on the back."

"What did he do with the paper?"

"He put it in among the cheques and I found it afterwards."

"What did he say about the money and the cheques at that time?"

"He was going to try and pay it. He said he had a store at Elmira. He was going to try and sell it to Hughes and give me the money from it."

"Look on the other side of this paper, Mr. McDonald's paper."

"\$1145.75."

"What is that?"

"That is the money of the estate that Mr. McDonald borrowed from my father."

"Where did he make that amount?"

"He made it up on the cheques."

"And Mr. McDonald wrote that himself, did he?"

"No, he did, you say."

"And at that time you say he was going to sell...?"

"His interest in the store at Elmira and give me the money."

"You left him then."

"Yes."

"What did you do afterwards?"

"I seen him afterwards and he spoke about it and said, 'I had to take the share of that store in stock.'"

"He said that he sold the store?"

"Yes and he had to take it in stock."

"In what?"

"In the store."

"In what store?"

"In Hughes' store."

"Was he the only one?"

"No, my father had stock too."

"Yes."

"So you did not get any money that time?"

"No."

"What did you do after that?"

"The next time I went over he offered me an interest in Dan Mooney's. He asked me to sell Dan Mooney out, I said 'No, I will not do any of your dirty work; you do your own dirty work and pay me.' About a year after that I went over he paid me \$204.40 in the Bank of Nova Scotia in Soursis.

"Have you the Bank cheque?"

"Yes."

"When did you put in the Bank?"

"In July."

"Do you remember what time the cheque was made out?"

"Sometime in January. I did not put it in the Bank; I was not down in Soursis until July, and Mr. McDonald spoke to me about it. 'Why didn't you cash that cheque?' I went down in July and put it in the Bank."

"What took place at the time you got the cheque?"

"I took the cheque over with me, the cheque in the house. He promised \$200 before that and he could not get any cheques to come any nearer than \$204.40 out of the bunch. That was as close as he could come."

"What become of those cheques for \$204.40?"

"Mr. McDonald kept them. I suppose he has them yet."

And the witness goes on about a horse that Mr. McDonald had:

"In 1921, I think it was, he had a horse that was not broken in properly and he offered to give me a spell ploughing in November to break her in."

"How old was she?"

"Seven years old."

"And not broken?"

"Not broken in properly; I could not break her in properly."

"She was too old?"

"Yes."

"What happened?"

"I finished my ploughing up till the first of December. I kept the mare along till sometime in January when I went over and said,

"I guess I'd better bring your mare home." He said, 'You'd better buy her, now, on account for those cheques.' He said, 'How much will you give me?' I said I did not want her very much, would he take \$120? He said he supposed would."

"What did you take her for?"

"I helped him out to pay those cheques, I did not want the mare. I had a young mare coming up to work."

"What did you do then?"

"I kept her two years, trying to break her in. I could not do anything with her. I had to sell her to a horse trader for \$60."

There is some further evidence of a similar kind which is absolutely denied by the defendant, Mr. McDonald, except as to the payment of the \$204.40. Now a question arises upon that, whether the payment of \$204.40 could be considered as a payment upon the whole amount of the claim. If the action of cheques (that is the payment of \$204.40 could not possibly be counted as a payment to prevent the six years' limitation, because he would simply be buying back those certain cheques, eight or nine whatever the number was, and making no acknowledgement in respect to the rest. On the other hand, if what was done was the making of a payment on account of a general debt, then such a payment would have a tendency to keep alive the whole of the debt. But the evidence that the defendant gave as to the making of a payment on account of a mortgage of \$600. Now if that money was paid by Lauchlin McDonald in respect of money which he had borrowed from Daniel McLean, it would be evidence of a payment on account, which would have the effect of preventing the loan from Daniel McLean to the defendant from going out of date. But the evidence that the defendant gave as to the making of a payment on the whole account, that is to say, the making of a payment on account of a mortgage of \$600, now if that money was paid by Lauchlin McDonald in respect of money which he had borrowed from Daniel McLean, it would be evidence of a payment on account, which would have the effect of preventing the loan from Daniel McLean to the defendant from going out of date. 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