

The Daily Examiner.

PRINTED—FIVE DOLLARS A YEAR.

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NEW SERIES.

CHARLOTTETOWN, PRINCE EDWARD ISLAND, FRIDAY, SEPTEMBER 26, 1884.

VOL. 15.—NO. 109.

THE DAILY EXAMINER
is issued every evening, by
The Examiner Publishing Co.
From their office, corner of Water and
Great George Streets, Charlottetown,
Prince Edward Island.

RATES OF SUBSCRIPTION:
Six Months, \$2 50
Three Months, 1 25
One Month, 0 50

Advertising at most moderate rates.
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ments, on application.

MOON'S CHANGES.

Full Moon, 5th day, 6h. 43.3m., a. m.
Last Quarter, 12th day, 5h. 4.0m., a. m.
New Moon, 19th day, 5h. 24.0m., a. m.
First Quarter, 27th day, 6h. 8.4m., a. m.

MOON'S POSITION.

DAY OF WEEK	Hour	Min	Sec	Lat	Long
Monday	5 25	6 34	4 18	7 33	13 5
Tuesday	27	32	4 52	8 27	5
Wednesday	25	30	5 26	9 12	2
Thursday	23	28	5 58	9 54	12 59
Friday	20	26	6 28	10 31	56
Saturday	18	24	6 59	11 7	52
Sunday	16	22	7 31	11 45	49
Monday	14	20	8 01	12 23	45
Tuesday	12	18	8 43	1 3	42
Wednesday	10	17	9 29	1 49	40
Thursday	8	15	10 18	2 42	37
Friday	6	13	11 15	3 52	34
Saturday	4	11	12 08	5 18	30
Sunday	2	9	1 07	6 46	24
Monday	45	7	1 23	7 57	27
Tuesday	43	5	2 31	8 49	21
Wednesday	41	3	3 24	9 34	17
Thursday	39	1	4 46	10 13	14
Friday	37	59	5 52	10 48	11
Saturday	35	57	6 57	11 22	7
Sunday	33	55	7 59	11 58	4
Monday	32	53	9 1 0	12 27	0
Tuesday	31	51	10 0 30	11 57	57
Wednesday	30	49	10 57 1 5	55	55
Thursday	29	47	11 52 1 44	52	52
Friday	28	45	12 41 2 27	49	49
Saturday	27	43	1 27 3 11	45	45
Sunday	26	41	2 5 4 32	42	42
Monday	25	39	2 48 5 27	39	39
Tuesday	24	37	3 22 6 51	36	36

THE RAILWAY TIME TABLE.
(Charlottetown Time.)

TO	A. M.	P. M.	P. K.
Charlottetown	6 47	9 12	4 27
Hunter River	7 47	10 55	5 47
Kensington	8 42	12 22	7 05
Summerside	9 07	12 57	7 37
Port Hill	9 27	2 32	
Alberton	10 30	4 15	
Albion	12 05	6 57	
Tignish	12 42	7 47	
FROM WEST.	P. M.	A. M.	A. M.
Tignish	2 02	6 47	
Albion	2 40	7 57	
Port Hill	4 15	10 25	
Summerside	5 17	12 07	
Kensington	6 07	2 09	7 30
Hunter River	7 02	3 25	8 47
Charlottetown	8 02	5 07	10 07
GOING EAST.	P. M.	A. M.	P. M.
Charlottetown	4 17	7 02	
Monar Stewart	5 22	8 37	
St. Peter's	5 27	9 02	
St. Peter's	6 17	10 02	
Souris	7 22	12 02	
Mount Stewart	8 32	9 07	
Cardigan	6 29	10 22	
Georgetown	6 47	10 47	
FROM EAST.	A. M.	P. M.	P. M.
Souris	6 47	2 17	
St. Peter's	7 52	4 00	
Mount Stewart	8 42	5 17	
Charlottetown	8 47	5 42	
Georgetown	9 52	7 32	
Cardigan	7 27	3 32	
Monar Stewart	7 45	3 57	
Mount Stewart	8 42	5 12	

Old, Successful, Trustworthy,
PURELY MUTUAL,
No Stockholders, Dividends Annually.
ORGANIZED 1845.
NEW YORK
LIFE INSURANCE CO.
Cash Assets over \$55,000,000.
McLEAN & MARTIN,
Agents for P. E. Island.
Ch'town, Aug 27—2m 2aw wky

CAIRNS' MARBLE WORKS.
MR. CHARLES CAIRNS, in returning
thanks to the public for the liberal
patronage extended to him, begs leave to
inform his old customers and the public generally,
that he has taken into partnership Mr.
Malcolm McLean, and that hereafter the
business will be carried on under the title of

CAIRNS & CO.,
Marble & Stone Cutters.
They have on hand a fine stock of Monu-
ments, Tablets and Headstones, in Italian and
American Marble. They are of the latest de-
signs, and at prices to suit all.

C. CAIRNS,
M. McLEAN.
Ch'town, June 30, 1884—pres n e pat s j w p

CONSIGNMENTS SOLICITED.
R. O'DWYER,
Commission and General Merchant
FOR SALE OF P. E. I. PRODUCE.
289 WATER STREET,
St. John's Newfoundland.

In connection with the above is Captain
English, who is well known in P. E. Island,
and will take special charge of all consign-
ments, and will also attend to the chartering
of vessels for the carrying trade of P. E. I.
The firm is one of the oldest and most reliable
in Newfoundland. Returns guaranteed to
be prompt and satisfactory. Parties wish-
ing to procure Labrador Herring should send
their orders in time.

Sept. 6, 1884.—till 31st Dec. '84.

L. ARTHUR & CO.,
GENERAL
Commission Merchants,
121 ATLANTIC AVENUE,
(ROSS MARKET)
BOSTON, MASS.

Eggs and Produce a Specialty.
May 15, 1884 wky tt

W. WHEATLEY,
(OF WHEATLEY & SONS, CHARLOTTETOWN,
P. E. ISLAND)

Commission Merchant,
269 BARRINGTON STREET,
HALIFAX, N. S.

Special attention given to the sale of
P. E. Island produce.
April 24, 1884.

APPLES, APPLES, APPLES.
CHARLES DONALD & CO.,
79 Queen St., London, E. C.

Will be glad to correspond with Apple Grow-
ers, Merchants and Shippers, with a
view to Autumn and Spring
business.

They will also give the usual facilities to
customers requiring advances. aug1

N. J. CAMPBELL,
(Successor to Campbell & Rayden)
Auctioneer and Commission Merchant,
SHIP BROKER,
AND INSURANCE AGENT,
COR. OF QUEEN AND WATER STS.,
Charlottetown, P. E. Island.

Importer and Jobber of Choice
Groceries and Spices.
General Agent for P. E. Island of the
British Empire Mutual Life Assurance Com-
pany, of London, England
Special attention given to Auction Sales of
Lumber, Coal, Fish, Apples and other Fruit,
Real Estate, Household Furniture, Bankrupt
and other Stocks, and all kinds of Merchandise.
Correspondence and Consignments solicited.
Returns promptly made.

SULLIVAN & MACNEILL,
ATTORNEYS-AT-LAW
Solicitors in Chancery,
NOTARIES PUBLIC, &c.
OFFICES—O'Halloran's Building, Great
George Street, Charlottetown.
Money to Loan.
W. W. SULLIVAN, Q. C. | CHRISTOPHER B. MACNEILL
Jan. 16, '83.

McLeod, Morson & McQuarrie,
BARRISTERS
—AND—
ATTORNEYS-AT-LAW.
Office in Old Bank.
(UP STAIRS).
Ch'town, Feb. 21, 1884.

BARGAINS.
I AM selling the balance of my Furniture
saved from the fire of the 20th ult., at J.
D. McLeod's corner, Queen Street, at a
reduction of from twenty-five to fifty per
cent. below usual prices.
JOHN NEWSON.
Ch'town, March 6

WEST & RENDELL,
Commission Merchants,
St. John's, Newfoundland.
Consignments solicited. Liberal advances
made.
July 25, 1884.—2aw 4m



THE subscriber announces that he is com-
pleting a
NEW & FIRST-CLASS HEARSE
for the streets; and having ordered a set
of Ostrich Plumes from London
will have a turnout

Second to None in the City.
REMEMBER THE PLACE:
Opposite Dr. Taylor's, Grafton Street.
ISAAC W. WADMAN.
Ch'town, July 24—law wky

Prince Edward Island Hospital.
MEDICAL BOARD:
Dr. Hobkirk, Consulting Physician.
Dr. Johnson, Dr. Taylor,
Dr. Beer, Dr. Dawson
Dr. Warburton, Dr. MacKay.
Matron—Mrs. Hannah Robinson.

Applications for admission may be made
to the Visiting Physician or Matron, at the
Hospital daily (Sundays excepted), between
ten and eleven, a. m., or by correspondence
with any member of the medical Board, or the
Matron.

The friends of patients will be admitted
from two to four, p. m. every day (except
Sunday).

The general visiting day for persons wish-
ing to see the institution is Thursday of
each week, from two to four o'clock, p. m.

April 24—law wky

D. R. MACLENNAN,
Secretary of Trustees.

MONCTON
Sash and Door Factory.
MR. P. LEA, in returning thanks to the
public for the liberal patronage extended
to him while in business in Charlottetown,
begs leave to inform his old customers and
the public generally, that he, in company
with Mr. William Rogers, has appointed

Messrs. B. Williams & Co.,
Lumber and Coal Dealers, Pownall Wharf,
Charlottetown, our agents, who will keep
constantly on hand a full supply of Mould-
ings, Window Sashes, Doors, etc., at

LOWEST CASH PRICES.
All orders entrusted to them will receive
prompt attention.

LEA & ROGERS,
Moncton, N. B.

LADIES, ATTENTION!
JUST Read This, and be convinced of the
excellence of the Model Washer and
Bleacher. It makes the washing light and
easy, gives the clothes that pure whiteness
that no other mode of washing can produce.
No rubbing required, no friction to injure the
fabric. It is a Scientific and Successful Ma-
chine, which does its work superior to any
other Washer that ever have been in use.
You can do a heavy wash in a quarter of the
time, without any labour at all. They are
a durable, time and money saving machine,
and sold cheap. Price, \$3.00; when sent to
the country, \$3.25.

WM. WORTH, Spring Park Road,
Agent for Queen's County.
Ch'town, July 31, '84.—2aw wky

SPRUCE FLOORING and Sheathing, &c
HAVING been appointed by Messrs. Prim-
rose Brothers, of Picton, Agent for the
sale of their well known Grooved and Tongued
SPRUCE FLOORING and SHEATHING, I
will always have on hand a stock of the same
WELL DRIED and SEASONED, which I
have no hesitation in recommending as the
best in the market.

Messrs. Primrose Brothers are also prepared
to execute promptly orders left with me for
any description of Spruce Scantling, Boards,
Laths, &c.

For further particulars apply at my resi-
dence, Prince Street.

THOMAS ALLEY.
aug1—2aw 3 m.

P. E. Island Pottery.
STOVE-PIPE STONES,
CHIMNEY TOPS,
DRAIN PIPES,
STRAWBERRY VINE PROTECTORS
And other articles made to order at the P.
E. ISLAND POTTERY.
BEER & GOFF
AGENTS
Ch'town, May 27, 1884

McMILLAN'S DEL. OY
IS NOW BEING SUPPLIED WITH
COAL,
In all the leading varieties, including
ACADIA, Nut and Round,
INTERCOLONIAL, do do
VALE, do do
SYDNEY, (old mine) Round,
SYDNEY, (reserve) do
CHIMNEY CORNER. do
ALBION & RESERVE SLACK,
All of which will be sold on most reasonable
terms.

ALSO TO ARRIVE:
A cargo of (Red Ash) Anthracite Coal from
Wales, due here 1st October, and same
quality as gave such good satisfaction three
years ago. Will be sold low from ship.

R. McMILLAN.
Ch'town, July 2, '84—3m

THE EXAMINER
JOB PRINTING
OFFICE
has lately been replenished with a
supply of
Printing Types and Material
—OF THE—
Latest Invention and Best
Description,
and we are now prepared to print,
under the
Careful and Skillful Supervision of
Mr. J. W. Mitchell,
BILL HEADS,
BLANK CHEQUES,
NOTES OF HAND,
HAND BILLS,
LETTER HEADS,
RECEIPTS,
POSTERS,
BODGERS, &c.
On Short Notice, in Good Style,
AND AT CHEAP PRICES.

APOTHECARIES HALL CO.
May 16
Cures
Rheumatism,
Diphtheria,
Neuralgia,
Erysipelas,
Croup,
Hoarseness,
Removes
Dandruff,
And restores
Hair on Bald
Heads, and
Cures all
aches & pains.

APOTHECARIES HALL CO.
Cures
Rheumatism,
Diphtheria,
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Croup,
Hoarseness,
Removes
Dandruff,
And restores
Hair on Bald
Heads, and
Cures all
aches & pains.

W. W. WORTH'S
66
Endorsed by the French Academy of Medi-
cine for **Inflammation of the Urinary**
Organs, caused by Indiscretion or Exposure.
Hotel Dieu Hospital, Paris, Treatment. Posi-
tive cure in one to three days. Local Treat-
ment only required. No nauseous doses of
Cuppes or Copaha.

INFALLIBLE, HYGIENIC, CURATIVE, PREVEN-
TIVE. Price \$1.50, including Bulb Syringe
Sold by all Druggists, or sent free by mail
securely sealed, on receipt of price. Descriptive
Treatise free on application. **AMERICAN**
AGENCY "66" MEDICINE CO., Detroit
Mich., and Windsor, Ont.
Sold in Charlottetown by

APOTHECARIES HALL CO.
May 16
Cures
Rheumatism,
Diphtheria,
Neuralgia,
Erysipelas,
Croup,
Hoarseness,
Removes
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The Taylor-Wynne Case.
Obligations of Physicians and
Patients.
Dr. Taylor's Defence
And Judge Reddin's Decision

In the suit of Dr. Taylor vs. Thomas
Wynne, Dr. Taylor sued Mr. Wynne on
account of professional services. Mr. F.
Peters on behalf of Wynne, defended the
suit on two grounds, first, on the ground
that Dr. Taylor, on a certain occasion, re-
fused to continue his attendance; secondly,
on the ground of alleged incompetent
practice. Dr. Taylor spoke on the first
part of the defence as follows:

My LORD.—The law establishes the re-
lationship between parties in any business
on the basis of reciprocal obligation.
Take the case of lawyer and client. The
law will not allow the lawyer to dismiss his
client during the progress of a suit, it is
true, because the case is on the records of
the court, and he will be obliged to apply
to the court, show cause, and if he can,
to obtain the permission of the court. As
an offset to this, the client cannot dismiss
the lawyer without going through the same
process. The privileges of the one party
are granted as an offset against the pos-
session of the same privileges by the other.
That is just. Take the case of employer
and servant. If any employer engages a
servant for a definite term, and that ser-
vant does his work well, the employer can-
not dismiss the servant before the expira-
tion of the term, without paying him for
the full term. Also, the servant cannot
leave his employer, provided that his em-
ployer treats him well, before the expira-
tion of the engaged term, without incur-
ring the penalty of losing his pay for the
time he worked. This is the law which
regulates the relationship between em-
ployer and employee, and it is based on
reciprocal advantage,—that is justice. In
the same way, all business relationships are
based on reciprocal privileges. The law
does not give one privilege to one party to
a transaction, without giving a correspond-
ing privilege to the other party. How is it
in regard to the

RELATIONSHIP BETWEEN SURGEON AND
PATIENT?
Mr. Peters admitted that he had no law,
that is, in lawyer's phraseology, "no
cases"; but he undertook to argue the
case. Allow me to present my view. The
law does not provide for the doctor any
security for continued attendance. The
patient may dismiss him at any time in the
course of a disease. Take a case of
typhoid fever. The disease runs a de-
finite course. The doctor may attend him
faithfully, carefully and skillfully through
the disease. It has nearly reached its
natural termination, no improvement is
manifest, for no improvement is possible
until the crisis has been reached. The
patient for no just cause, immediately
before the crisis, arbitrarily, perhaps in-
sultingly, dismisses the doctor. Another
doctor is called in. In a day or two an
improvement is perceptible because the
crisis is passed. I need not describe the
hue and cry that will follow. The reputa-
tion of the first doctor may be ruined by
the transaction; but he has no redress.
The law does not protect him in the re-
lationship. He must bear the load of the
injustice. And is it to be contended that
any such obligation as Mr. Peters contends
for, is to be imposed on the doctor? My
Lord, there is no justice in that, and there-
fore it cannot be law. It surely must not
be said that while other relationships are
based on reciprocal obligations, that the
relations between surgeon and patient is
based on unlimited freedom of action for
the one party, and unlimited obligation
for the other. But it may be said that
the relationship between surgeon and
patient is somewhat peculiar, owing to the
weakness or disability of the one party to
the transaction. If so, the advantages
conceded to the weak party, that is,
the patient, must be limited to what will
secure him against loss fairly incidental to
his weakness. This has been done in the present instance.
When Wynne proposed to Dr. Taylor a con-
sultation with Dr. Jenkins, Dr. Taylor
refused. He said he would continue his
attendance, but not in consultation with
Jenkins. Jenkins had become so obnoxious
to him by his unprofessional conduct in
this instance, that he could not act with
him. Taylor also said he knew that a co-
operation with Jenkins could not benefit
the patient. When two men, who cannot
agree in a certain case, undertake to act
together in so important and peculiar a
case as Wynne's, no good can accrue to the
patient. From motives of humanity to
Wynne, Dr. Taylor declined to act with
Jenkins. Taylor said, "If you elect Jen-
kins I must retire." Wynne said "well then
I will take Jenkins." He took his choice.
He chose Jenkins because he thought the
change would benefit him. Wynne must be
considered to be the best judge of his own
interests. Certainly this Court must not
undertake to judge a matter already
decided upon by the patient himself. Dr.
Taylor acted in the interests of humanity,
and according to Wynne's opinion to Wynne's
advantage also. Now, suppose that Mr.
Peters contention, viz., that Dr. Taylor's
obligation to continue his attendance on
Wynne was not limited as explained, but
was absolute, then what absurd and unjust
results would follow? Suppose, for ex-
ample, Dr. Taylor had been Mr. Jones'
medical attendant for some time, and that
Mr. Jones owed him a large sum of money.
Suppose Mr. Jones, who it may be supposed
had been treated in the best possible
manner, should, on the eve of complete

recovery be desirous of evading payment of
the bill, then if Mr. Peters' contention be
correct, all Jones would have to do would
be to insist on a consultation with Dr.
Jenkins—a request from what you saw
yesterday, you know that Dr. Taylor, if
he wished to retain the least self-respect,
could not possibly concede. This conten-
tion of Mr. Peters then involves a *reductio*
ad absurdum, and therefore cannot be based
on law. I feel sure my Lord that the
interests of patient and doctor are equally
safe in your hands. We all, your Lordship
and myself I am sure included, are not
wanting in pity and the most humane con-
sideration for the afflicted, but if your
Lordship can conserve the interests of
the sick man without interfering with the
rights and honor of the Doctor, I am
sure you will do so.

Dr. Taylor then spoke at length on the
second ground of the defence and finished
as follows:

THE ALLEGATION OF INCOMPETENT PRACTICE
is based on the appearance of the leg when
Dr. Taylor left, and on the mode of setting.
Mrs. Taylor and Conroy swore there was
no shortening, and that the leg looked well
in every respect when Taylor left it, except
that the union was not consolidated. Dr.
Jenkins swore that there was shortening.
Of course Jenkins was interested in saying
this, for if the shortening did not then
exist, it must have occurred in his own
management. Besides you could not fail
to notice his spiteful, unmanly conduct
on the stand. But, my Lord, I submit that
Dr. Conroy's evidence is conclusive. He
was called in consultation by the patient.
He is perfectly competent and quite dis-
interested, and if you believe him, you
cannot resist the conclusion that Dr.
Jenkins stated what is absolutely false.

As regards the mode of setting, although
the attending surgeon declared positively
that he used the necessary force, and
verified that by measuring both legs with a
tape, and this was proved by two competent
witnesses, yet Messrs. Hobkirk and Jenkins
without being present at the setting, and
who only saw the leg twelve and six months
afterwards, had the criminal audacity to
swear that the leg was not set right. Now
what do you suppose was their reason.
Simply this, that sufficient force was not used.
Now these men did not witness the setting,
and when three competent witnesses, who were
present, say that there was sufficient force
used, that I submit, ought to decide the mat-
ter. But how did these worthless substantiate
their allegation? They theorize. They
have a theory that always two strong men
are required to draw down a broken frag-
ment of a leg, and they say that because
the surgeon, in this instance, did not em-
ploy two strong men, therefore he could
not have set the leg. They lay down an
absolute law. I showed you that the chief
opposing force to the setting is

COUNTER MUSCULAR FORCE.
Now, the amount of this counter
muscular force depends upon the
condition of the muscles, whether
they are healthy or otherwise,
whether they are inflamed or not, whether
they are sound or crushed. The condition
of a muscle affecting its contractility ap-
pears to have never entered the heads of
these antediluvian philosophers (Hobkirk
and Jenkins.) Age and experience, if
properly utilized, would be of service to the
possessor, but if men chose to go to sleep
forty years ago, and have continued to
slumber like a pair of Rip Van Winkles
during the years of the steady and onward
march of science, then I doubt the value of
such experience. He is the right kind of a
man who combines his own experience with
that of others, who keeps his eyes open,
watches and observes, and when sound laws
and doctrines are presented to him, has wit
enough, and is not too stubborn to examine
them, and if found truthful to adopt them.
My Lord, if I only allude to the circum-
stances; when the surgeon first saw the leg
there was complete non-union, al-
though four and one-half weeks,
a period at which bones are usually
consolidated, had passed, nutrient
artery destroyed, veins crushed and
occluded, muscles bruised and inflamed—the
whole leg hot and painful—a peculiar boggy
swelling at seat of fracture, consisting of
crushed muscle, comminuted bone, and in-
flammatory products—you will have some
idea of the difficulty of the case. How ab-
surd to say, and how wicked to swear, that
such a leg should be cragged and pulled and
lashed and bound by splints—men who
say this do not know the A. B. C. of
Surgery. My Lord I entered into the suit
not for a pecuniary purpose. A wicked
conspiracy had been organized to destroy
the professional status of a man who knows
well how to take care of himself. This is
not the first time. In this instance it was
determined to attack the enemy on the
march. I determined to defend not simply
myself but the honor of my profession
which I love more dearly than self. When
the honor of any member of a profession,
who does his duty disinterestedly and well,
is attacked, the honor of the profession is
attacked. I know I will get a verdict, and
if I do, another lesson will be taught those
disturbers of our peace, which they will
not soon forget.

JUDGE REDDIN'S DECISION.
This is an action in which Dr. Taylor is
plaintiff and Thomas Wynne defendant.
The plaintiff sues the defendant for the
sum of \$67 for surgical attendance, and
this case was referred to me for adjudication
by His Honor Judge Alley, who was dis-
qualified from hearing the same by reason
of his relationship to the plaintiff. Plain-
tiff's claim is resisted on two grounds:—
1st, that after having attended the defend-
ant for many months he threw up the case,
and refused his further attendance. 2nd,
that he did not treat the defendant with
proper skill and care.

The facts of this case, as they appear
from the evidence, are thus:—About the
30th January, 1884, defendant had his leg
broken below the knee by a tree falling on
(Continued on fourth page.)