

The Herald.

VOL. III.

CHARLOTTETOWN, P. E. ISLAND, WEDNESDAY, FEBRUARY 6, 1867.

NO. 18.

THE HERALD

10 PAGES AND PUBLISHED EVERY WEDNESDAY MORNING

BY
EDWARD REILLY,
EDITOR AND PROPRIETOR,
at his Office, corner of Kent and Prince Streets.

TERMS FOR THE "HERALD."
For 1 year, paid in advance, £0 9 0
" " " half-yearly in advance, 0 10 0

Advertisements inserted at the usual rates.

JOB PRINTING.

Of every description, performed with neatness and despatch and on moderate terms, at the HERALD Office.

ALMANACK FOR FEBRUARY.

MOON'S PHASES.

New Moon, 4th day, 2h. 3m, evening, S.W.
First Quarter, 11th day, 9h. 28m., evening, N.E.
Full Moon, 18th day, 3h. 28m., evening, N.E.
Last Quarter, 26th day, 7h. 20m., morning, N.E.

DAY MONTH.	DAY WEEK.	SUN rises	sets	High (Moon)	Day's length.
1	Friday	7 29	4 59	8 32	4 44
2	Saturday	28 5	1 9	32 5	31 33
3	Sunday	26	2 10	20 6	18 36
4	Monday	25	3 11	5 35	38 38
5	Tuesday	24	4 11	46 6	34 40
6	Wednesday	22	6 morn.	7 35	44 44
7	Thursday	21	8 0	24 8	42 47
8	Friday	19	9 1	6 9	47 50
9	Saturday	18	11 1	48 10	53 53
10	Sunday	16	13 2	32 11	57 57
11	Monday	14	15 3	17 morn.	0 0
12	Tuesday	12	17 4	7 1	3 4
13	Wednesday	11	18 5	7 2	10 6
14	Thursday	10	19 6	12 3	14 9
15	Friday	9	20 7	23 4	13 11
16	Saturday	7	22 8	32 5	7 15
17	Sunday	6	23 9	35 5	4 17
18	Monday	4	24 10	31 rises	20 20
19	Tuesday	3	26 11	19 6	5 23
20	Wednesday	1	27 even.	7 56	26 26
21	Thursday	6 59	29 0	47 8	59 30
22	Friday	58	31 1	29 9	59 33
23	Saturday	56	32 2	11 10	58 36
24	Sunday	54	33 2	52 11	59 39
25	Monday	52	35 3	36 morn.	43 43
26	Tuesday	50	37 4	24 0	54 47
27	Wednesday	48	38 5	15 1	45 50
28	Thursday	46	39 6	9 2	36 53

PRICES CURRENT.

CHARLOTTETOWN, Feb. 1, 1867.

Provisions.	Grain.	Vegetables.	Poultry.	Fish.	Lumber.	Sundries.
Beef, (small) per lb., 3d to 7d	Barley, per bushel, 3s 3d to 3s 9d	Peas, per quart, 1s 8d to 2s	Geese, 2s 3d to 3s 6d	Codfish, per qtl., 20s to 30s	Boards (Hemlock) Do (Spruce) Do (Pine) Shingles, per M, 3s 6d to 4s 4s to 5s 13s to 18s	Hay, per ton, 75s to 85s Straw, per cwt., 1s 9d to 2s Timothy Seed, none Clover Seed, per lb., none Homespun, per yard, 4s to 6s Calfskins, per lb., 6d to 9d Hides, per lb., 4d Wool, 1s to 1s 3d Sheepskins, 3s to 3s 9d Apples, per doz., 2d to 4d Partridges, 10d to 1s 3d
Do by the quarter, 3s 10d to 4s 10d	Oats per do., 2s 2d to 2s 4d	Potatoes, per bushel, 1s 8d to 2s	Turkeys, each, 4s to 8s	Herrings, per barrel, 20s to 40s	Do (Spruce) 4s to 5s Do (Pine) 7s to 9s Shingles, per M, 13s to 18s	Straw, per cwt., 1s 9d to 2s Timothy Seed, none Clover Seed, per lb., none Homespun, per yard, 4s to 6s Calfskins, per lb., 6d to 9d Hides, per lb., 4d Wool, 1s to 1s 3d Sheepskins, 3s to 3s 9d Apples, per doz., 2d to 4d Partridges, 10d to 1s 3d
Pork, (carcass) Do (small) Mutton, per lb., Veal, per lb., Ham, per lb., Butter, (fresh) Do by the tub. Cheese, per lb., Tallow, per lb., Lard, per lb., Flour, per lb., Oatmeal, per 100 lbs., Eggs, per dozen, Grain. Barley, per bushel, Oats per do., Vegetables. Peas, per quart, Potatoes, per bushel, Poultry. Geese, Turkeys, each, Fowls, each, Ducks, Fish. Codfish, per qtl., Herrings, per barrel, Mackerel, per dozen, Lumber. Boards (Hemlock) Do (Spruce) Do (Pine) Shingles, per M, Sundries. Hay, per ton, Straw, per cwt., Timothy Seed, Clover Seed, per lb., Homespun, per yard, Calfskins, per lb., Hides, per lb., Wool, Sheepskins, Apples, per doz., Partridges,						

CHARLOTTETOWN MUTUAL FIRE INSURANCE COMPANY.

BOARD OF DIRECTORS:

WILLIAM BROWN, Esq., President.
John Ings, Esq., Hon. George Beer, Mr. Thomas Esery, Hon. George Coles, Mr. Owen Connolly, Richard Heartz, Esq., H. J. Calbeck, Esq., Thos. W. Dodd, Esq., Mr. Artemas Lord, Mr. William Dodd, Thomas DesBrisay, Esq., Mark Butcher, Esq.

Risks taken Daily.

Office hours from 10 a. m. to 4 p. m.
H. PALMER, Secretary.
Mutual Fire Insurance Office, Kent St.,
Charlottetown, Feb. 15, 1866.

NORTH AMERICAN HOTEL.

KENT-STREET, CHARLOTTETOWN
THIS HOTEL, formerly known as the "GLOBE HOTEL," is the largest in the City, and centrally situated; it is now opened for the reception of permanent and transient Boarders. The subscriber trusts, by strict attention to the wants and comfort of his friends and the public generally, to merit a share of public patronage.

THE BEST OF LIQUORS always on hand. Good stabling for any number of horses, with a careful hostler in attendance.
JOHN MURPHY, Proprietor.
Charlottetown, P. E. I.
Nov. 25, 1866.

Discounting Again!

DEPOSIT YOUR MONEY

—WITH—
DELANY & BYRNE!

WE want MONEY to pay our Bills, and, in order to obtain it, we will, from this date, offer our entire STOCK of

DRY GOODS,

HARDWARE!

HATS AND CAPS.

BOOTS AND SHOES,

Skeleton Skirts,

Etc., etc., etc.,

At a Discount of Twenty per cent.
FOR CASH ONLY!

We will give 10s. worth of Goods for We will give 20s. worth of Goods for We will give 30s. worth of Goods for

Larger Sums in Proportion. This is a good opportunity for those who have money to invest it to advantage.

DELANY & BYRNE.
Queen Street, next to Hon. D. Brennan's.
Ch'town, Aug. 1, 1866. ip esp

STELLA COLAS,
Rimmel's Stella Colas Bouquet, dedicated by permission to this talented Artiste.

Her beauty hangs upon the cheek of night, As a rich jewel in Ethiop's ear.

Perfumes for the Handkerchief.

Alexandra, Guards, Fragebane, Princess of Wales, Rimmel's, Lily of the Valley, Jockey Club, Wood Violet, Millefour, Essence Bouquet, Patchouly, Violet, West End, New Mown Hay, Loves Myrtle.

The Bard of Avon's Perfume, in a neat Box; Sydenham Eau de Cologne, Treble Lavender Water, Extract of Lavender Flowers, Verbena Water, Terecentary Sachet, Perfumed Terecentary Souvenir, Shakespear Golden Scented Locken Extract of Lime Juice and Glycerine, for making the Hair soft and glossy; Rose Leaf Powder, an improvement Oil Violet Powder; Bloom of Nisior, for the Complexion. Depilatory Powder for removing superfluous hairs without injury to the skin; Napoléon Pomade, for fixing the Mustaches, and instantaneous Hair Dye, for giving the Hair and Whiskers a natural and permanent shade without trouble and danger.

Rimmel's Rose Water Crackers, a new and amusing device for evening parties.

W. R. WATSON.
Drug Store, Dec. 22, 1864.

A Cough, Cold, or Sore Throat,

Requires immediate attention, and should be checked. If allowed to continue, Irritation of the Lungs, a Permanent Throat Affection, or an Incurable Lung Disease, is often the result.

Brown's Bronchial Troches,
Having a Direct Influence to the Parts, give Immediate Relief.

For Bronchitis, Asthma, Catarrh, Consumptive and Throat Diseases.

Troches are used with always good success.

Singers and Public Speakers
will find Troches useful in clearing the voice when taken before singing or speaking, and relieving the throat after an unusual exertion of the vocal organs. The Troches are recommended and prescribed by Physicians, and have had testimonials from eminent men throughout the country. Being an article of true merit, and having proved their efficacy by a test of many years, each year finds them in new localities in various parts of the world, and the Troches are universally pronounced better than other articles.

Obtain only "Brown's Bronchial Troches," and do not take any of the Worthless Imitations that may be offered.

SOLD EVERYWHERE.
Oct. 6, 1866.

JOHN BELL,
MANUFACTURER OF CLOTHING

IN all its branches, thankful to his Friends and the Patrons for past favors, begs leave to inform them and the public generally, that he is still to be found at his

OLD STAND,
Queen Street.

and is prepared to make up all kinds of garments entrusted to him in the latest style and improvement of fashion.

Terms Cash.
Entrance at side Door.
Queen Street, July 11, 1866.

DONALD M'RAE,
Merchant Tailor,
And Dealer in

Gents' Furnishing Goods,
Queen Street,
Charlottetown, P. E. Island, Aug. 8, 1866.

THE LAST CAUTION!!

AS the season for Shipping has now far advanced, and those indebted to the Estate of the late PATRICK STEPHENS not having come forward to pay up their respective Accounts, the Subscriber hereby intimates to them that on the closing of the Navigation

Defaulters will be Sued indiscriminately.

R. J. CLARKE,
Agent for above Estate.
Orwell Store, Nov. 12, 1866. ex isl

Fresh Ground Rice,
FOR Sale by
W. R. WATSON.
Jan. 9, 1867.

DEFERRED MATTER.

SUPREME COURT.

In the case of James Cameron, whose trial was going on as we went to press this day week, the Jury returned a verdict of not guilty. Joseph McNab, tried for an assault on a Constable in the execution of his duty, was also acquitted. Patrick Lyons, indicted for obtaining goods by means of a forged order, purporting to be drawn by M. Murchison, Esq., North River, and John Story, for taking out of the Post Office a letter addressed to Mrs. Elizabeth Senter, and abstracting money therefrom, with the intention of appropriating the same to his own use, on being arraigned, severally pleaded guilty. On Saturday, the Grand Jury made presentments against Angus McDonald, Lot 36, Margaret Hughes, Bridget Pembroke, and Daniel Webster, for selling spirituous liquors without licence.

The case of James Palmer vs. Neil Currie, came on for trial on Monday, and occupied part of two days. This was an action to recover damages for a breach of contract. About a year ago the Defendant—a shipwright—entered into a written agreement with the Plaintiff, who at that time had a vessel on the stocks at Crapaud, to lay the deck and finish all the carpenter work above the beams to the satisfaction of the latter, who was to find the materials. The grounds on which the Plaintiff claimed damages was, that the Defendant had failed to fulfill his contract within the time specified in the agreement, that bad material had been used, that the work throughout was done in a rough and unworkmanlike manner, that it would not pass Lloyd's inspection, and consequently prevented the sale of the vessel, to the great injury of the owner. On the part of the defence, it was contended that the nonfulfilment of the contract was caused by the Plaintiff, who did not supply deck planks, boards, &c., as they were required, that the material which he did provide, was so sappy and inferior in quality, that a neat and good job was an impossibility, that the Plaintiff saw the work as it went on, and the fact of his settling and paying for it, warranted the presumption that the workmanship was completed to his satisfaction, and with Lloyd's Inspector the Defendant had nothing whatever to do. The evidence on both sides showed that the material was bad, and the work roughly put out of hand. Mr. Sloggett also proved that besides Currie's contract, there were other parts of the vessel incomplete, and that he would not have passed her, even if all the Carpenter work above the beams had been well done. The Jury found for the Defendant. For the Plaintiff Messrs. C. Palmer & McLeod; for the defence, Messrs. Haviland & Brecken.

John H. Gates vs. George Proud. This was an action brought to recover the amount of a promissory note, made by Defendant in November, 1863, and payable in two years and six months after date, to Mrs. Elizabeth Knight or order. The note was a joint and several one, was signed by George Proud, and witnessed by Ewen Amos, who, by the consent of the parties to it, was to hold the document until Mr. Proud's son also signed it, which he never did. Some time afterward, the note, in this incomplete state, was left by the party who witnessed it, with the Plaintiff for discount. It was endorsed in these words: "Elizabeth Knight, her mark, per Ewen Amos." Before consenting to cash the note, Mr. Gates saw the defendant, who said it was all right, and appeared pleased that it was likely to fall into the Plaintiff's hands. Proud did not deny making the note, nor did he refuse to pay it, but having learned that Mrs. Knight denied ever having endorsed the note or authorized any one to negotiate it for her, he declined to settle with Mr. Gates until the question who had the legal right to the money was first decided. Amos testified that he sold the note as Mrs. Knight's agent, and that she endorsed it in his presence a few minutes after it was signed. The defendant, Mrs. Knight, Isaac Knight and his sister, who were present all the time, flatly contradicted the testimony, as to the latter point. If Mrs. Knight even had put her mark on the back of the note, the law requires that, being unable to write or read writing, the effect of the act should be explained to her, in order to make the endorsement good and valid. There was no evidence adduced to show that this was done. In the case of markmen, the first endorser must satisfy himself that the party putting his mark to a note knew what he was doing, or run the risk of losing his money through a fraudulent endorsement. In this instance, the inquiries were made of the defendant instead of Mrs. Knight. Misled by the statements of Proud, which were correct enough as far as he was concerned, the Plaintiff took the note, paid the money for it, and now, notwithstanding that the transaction was fair and honorable on his part, he is unable to recover his money from the maker of the note, which by the verdict of the jury is legally the property of Mrs. Knight. For plaintiff, Messrs. Alley & C. Palmer; for defendant, Messrs. Longworth & Hensley.

Richard Heartz and ano. vs. Thomas Owen, was an action for trespass brought against the defendant, as Sheriff of King's County, for having, in July last, under a Fi. Fa. Execution, issued out of the Supreme Court at the instance of Thomas Delany and E. J. Byrne vs. Alexander D. Robertson and D. D. Matheson, seized and sold certain goods found in Robertson's store at Grand River, and which, on the day of sale, were claimed by the Plaintiffs in this suit as their property. It appeared from the evidence that in June last Robertson purchased from Messrs. Heartz & Son merchandize to the value of £162, and that one of the conditions of the bargain was that the former should give his own and his father's note of hand as security for the payment. A portion of the goods were forwarded to Grand River early in June, and the balance on the 28th day of same month, together with the invoice of the whole, and a blank note to be signed in accordance with the terms of sale. Instead of getting his father as security, Robertson got D. D. Matheson to join him in the note, and then sent it to Messrs. Heartz & Son, who returned it (some of the witnesses said next day, and others within seven or ten days) to Robertson, with another blank to be joined in by his father, which he did not sign. On the 17th of July an Execution was levied by the Sheriff, as already stated, for a debt contracted in April by Robertson and Matheson previous to the dissolution of their copartnership, and on the day of sale notice that the

Plaintiffs in this suit claimed certain articles of merchandize in Robertson's store as theirs, was served upon the Sheriff, who sold them under a Bond of indemnity from Messrs. Delany and Byrne. The present action was brought to decide the question who, at the time of seizure, was the rightful owner of the goods in question. On the part of the defence, it was contended that Messrs. Heartz & Son had not only delivered the goods to the purchaser, but also left them in his possession after he had failed to comply with the terms of sale, and allowed him to retail them, as it was proved he did on his own account. These circumstances, coupled with the fact that the Plaintiffs' agent, who carried back the signed and blank note to Robertson, and knew what had occurred, did not, prior to the Sheriff's sale, claim the goods as the property of Messrs. Heartz & Son, nor use due diligence in asserting their supposed rights, were sufficient to divest these gentlemen of the ownership of the goods. In explaining the law of the case, Mr. Justice Peters told the Jury that, where an article, fettered with a condition, was delivered to a purchaser, the right to the article remained with the vendor until the condition was fulfilled, or until he had, by his own act, renounced all claim to it. Verdict for the Plaintiffs; damages, £139 17s. 2d. For the defence Messrs. Reddin, Brecken, and Haviland; for the prosecution Messrs. Hensley, Longworth, Hodgson, and E. Palmer. The case was tried by a special Jury, and excited a considerable degree of interest, it being the first suit in which the principle involved came up here for decision.

To-day His Lordship the Chief Justice passed sentence on the prisoners as follows:—Patrick Lyons, 4 months' imprisonment, with hard labor, Cyril Brown, 2 months' imprisonment, with hard labor; William Harris, 2 months' imprisonment, with hard labor; after which the Summary suits and appeals were taken up. The Treasurer also proclaimed all lands in arrear for Land Tax.

CHARLOTTETOWN MUTUAL FIRE INSURANCE COMPANY.

MONDAY, 21st January, 1867.

At the Annual Meeting of the above Company, held in Temperance Hall, this evening, pursuant to notice published in the newspapers, the President in the Chair, the Secretary was called on to read the notice convening the meeting, the object of which was then declared, and having ascertained that the number required by law were present, the Secretary then read the following

REPORT:

Your Directors now present their Eighteenth Annual Report, which, for the first time in the history of the Company, reveals a calamity of the most appalling magnitude, such as Charlottetown never before witnessed.

After being called upon to meet the following claims for loss—Messrs. Starbird and LePage for £710, and McKinnon & Fraser and Mrs. Reddin for £380,—the usual alarm of fire aroused the inhabitants of this City, from their slumbers before daybreak on the morning of 15th July last. When the engine arrived at the scene of conflagration, it was evident that the building on fire could not be saved; but no one contemplated such vast destruction as quickly followed,—within six hours four blocks of houses and stores in the most thickly settled part of the City, containing a large quantity of goods of all descriptions, lay an entire mass of ruins.

That the raging flames, which at one time leaped across Queen Street, 100 feet wide, should be stayed in streets only 40 feet in width, can only be accounted for by the intervention of Divine Providence rendering successful the heroic efforts of many who threw their utmost remaining strength into the almost forlorn hope of saving the City from further devastation.

The extent of the entire loss is unknown. It has been roughly estimated at £200,000. Such a fire could not occur without involving this Company in a serious loss. The probability at first was, that our paid up capital, and the whole of our five per cent bonds, would not be sufficient to meet our share of the losses.

Your Directors, after giving the utmost care and attention to the varied demands, and endeavoring to meet them in a fair and liberal spirit, consistent with their desire to protect your interests, have now the pleasure to report that the ordinary funds of the company have been fully equal to the emergency; all the claims have been fully adjusted and paid, with the exception of one of £100, which is waiting for the receipt of the legal heirs,—and another is delayed for want of proof.

Total paid since 31st December, 1865.

Policy	Paid	Per cent.	£	s	d
825	City Fire Engine,	300	0	0	0
" 153	Starbird & Co.,	610	0	0	0
" 192	Fred'k LePage,	100	0	0	0
" 26 & 803	Fraser & Co.,	200	0	0	0
" 617	Peter McGowan,	530	0	0	0
" 637	Charles Welsh,	400	0	0	0
" 688	G. F. C. Lowden,	475	0	0	0
" 716	Geo. Henderson,	250	0	0	0
" 741	Benjamin Scott,	225	0	0	0
" 843	A. Hermans,	100	0	0	0
" 14	John McLean,	150	0	0	0
" 610	W. R. Watson,	400	0	0	0
" 635	Mrs. Reddin and Trustees,	570	0	0	0
" 830	Neil Rankin,	65	0	0	0
" 280	William Shaw,	100	0	0	0
" 819	John Holman,	550	0	0	0
" 294 & 435	J. G. Ecksteadt,	625	0	0	0
" 580	James Stanley,	420	0	0	0
" 648	Maurice Kelly,	150	0	0	0
" 352	Owen Connolly,	250	0	0	0
" 117 & 389	H. J. P. Terlizick,	200	0	0	0
	W. W. Lord, with interest,	152	5	0	0
	H. A. Johnston's repairs, Bank repairs,	22	0	0	0
	J. D. Mason's repairs,	12	0	0	0
	W. W. Lord's repairs,	30	5	6	

Total amount paid, £6,709 0 0

Total amount invested, £7,033 15 4
Outstanding debts, 48 8 9

Total amount paid, as above, £7,082 4 1

Due heirs of Dewar, 373 4 1
Due Hugh Monaghan (unsettled) Balance, 100 0 0

£273 4 1
Your Directors call your attention to the principles with which this Company took its position at first, viz: lowering the rates of insurance, and keeping our money on the Island.

These objects have been steadily kept in view, and the result proves clearly that our institution is based on a sound platform, and has only to be efficiently worked to make it become one of the best and most useful institutions of the Island; our funds, although accumulating slowly, have always been ample to meet every loss, without calling on the shareholders to meet any portion of the five per cent. bonds. It will be conceded that

but for this Company the foreign offices would have charged more than double our rates, and if they have met every loss as we have done, they could not have done more for the assured than we have accomplished. If such is the case, then, our total premiums amounting to £26,809, is at least the amount of saving effected to the pockets of insurers, which, otherwise, in hard cash or sterling exchange, would, ere this, have found its way to the coffers of the foreign offices. Add to this the fact that, for the support and efficiency of the Fire Department, this Company have always entertained the most lively interest. Our contributions for this object, including the grant of £300 during the past year, towards the purchase of the Steam Fire Engine, amounts to the sum of £460. We need not ask if any foreign office would have done likewise.

We would also recommend that our appeal be made to the city to prohibit the further erection of wooden buildings in already thickly settled parts of Charlottetown.

Your Directors, in relinquishing their trust, desire to express their belief that this Company is as much required and equally calculated to promote the best interests of the insured as at any previous time.

By order of the Directors,
HENRY PALMER, Sec'y.

Mutual Fire Insurance Office,
Kent Street, Jan. 19, 1867.

After which a good deal of discussion arose, in which Hon. Mr. Coles, Hon. Mr. Beer, Hon. Dr. Johnston, H. Hazard, Wm. Heard, J. W. Morrison, H. J. Calbeck, Esquires, Messrs. Bertram Moore, Stentford, and others took part, regarding the liability of the Company in cases where property was destroyed or stolen during removal from buildings on fire. The matter was undecided, and left, in a great measure, to the decision of the Directors, according to the equity or particulars of each individual case.

The Hon. Dr. Johnston having observed the great amount of extra labor entailed on the Directors in investigating and settling the claims on the Company for loss during the past year, moved that a vote of thanks be tendered to the Board of Directors for their unremitting attention in adjusting said claims.

The President informed the Company that the time was passing away, and that they had better proceed to the business of the evening, viz: the election of a new Board of Directors, five of whom were to be taken from the old Board, when the following gentlemen were duly elected for the ensuing year, viz: Hon. George Coles, Hon. Geo. Beer, H. J. Calbeck, William Brown, Artemas Lord, Owen Connolly, Mark Butcher, John Ings, Thomas Dodd, William Dodd, Thomas Esery, Bertram Moore, and J. D. Mason, Esquires.

The President being requested to vacate the chair, and William Heard, Esq., called thereto, the thanks of the Company were tendered to the President for his efficient services during the evening, and duly acknowledged by him.

THE NEW MARKET HOUSE.

The new Market House, which is the largest and best building of the kind in the Lower Provinces, was opened yesterday. It is 150 feet long, 45 feet wide, 30 feet post, and contains 103 windows and ten doors. The cellar, which covers the same area as the building, is 8 feet deep, walled with stone from the bottom, and divided into 10 apartments. In the roof there are 8 ventilators, four on each side; and above the whole rises a cupola, whose summit is 85 feet from the ground. The market will be held on the lower floor, which is divided into three sections, of which one has been set apart for the butchers, one for country produce, fruit, fowls, &c., and the centre for flour and meal. The butchers' department contains 14 stalls, besides two large tables in the centre, which are equal to eight stalls more. In the end set apart for the country market are four large tables, and a counter round the wall for baskets, &c. The market is heated by four large stoves, with pipes so arranged as to convey the heat to every part of it. The cellar and butchers' stalls will be let by the City Council, and form one of