

THE EXAMINER.

VOL. 7.

CHARLOTTETOWN, PRINCE EDWARD ISLAND, MONDAY, JUNE 7, 1880.

NO. 14

THE DAILY EXAMINER

Is Published every Evening.
OFFICE:
KINGS' BUILDING, CORNER OF WATER
AND GREAT GEORGE STREETS,
Charlottetown, P. E. I.

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One Week, 0 12

Advertising at most moderate rates.
Contracts may be made for monthly, quarterly, or half-yearly advertisements, on application.
W. L. COTTON, Manager. J. W. MITCHELL, Office Sup't

Prince Edward Island RAILWAY.

TIME TABLE NO. 14.
Summer Arrangement.

To take effect on the 24th May, 1880.

TRAINS GOING WEST.

STATIONS.	EXPRESS.	MIXED.	MIXED.
Georgetown	Dep 7.20 am	Dep 8.25 pm	
Cardigan	" 7.40 "	" 8.54 "	
Mt Stew't	Ar 8.40 "	Ar 9.50 "	
Souris	Dep 6.30 am	Dep 7.30 pm	
Harmony	" 6.45 "	" 7.53 "	
St Peter's	" 7.45 "	" 8.49 "	
Morell	" 8.05 "	" 9.10 "	
Mt Stew't	Ar 8.40 "	Ar 9.50 "	
Mt Stew't	Dep 8.50 am	Dep 9.50 pm	
Royalty Jc	" 9.45 "	" 10.48 "	
Ch'town	Ar 10.04 "	Ar 11.10 "	
Ch'town	Dep 6.50 am	Dep 7.55 pm	Dep 4.50 pm
Royalty Jc	" 6.45 "	" 7.50 "	" 5.13 "
N Wiltsh's	" 7.24 "	" 8.29 "	" 6.06 "
Hunter R'r	" 7.36 "	" 8.41 "	" 6.23 "
Bradalba'e	" 8.05 "	" 9.10 "	" 7.00 "
Co'ty Line	" 8.12 "	" 9.17 "	" 7.11 "
Kensingt'n	" 8.40 "	" 9.45 pm	" 7.50 "
Summ'side	Ar 9.05 "	Ar 1.05 "	Ar 8.25 "
Wellingt'n	Dep 9.15 "	Dep 2.30 "	
Port Hill	" 9.52 "	" 3.23 "	
O'Leary	" 10.23 "	" 4.07 "	
Alberion	" 11.20 "	" 5.29 "	
Tignish	" 12.05 pm	" 6.33 "	
Alberton	Ar 12.45 "	Ar 7.30 "	

TRAINS GOING EAST.

STATIONS.	EXPRESS.	MIXED.	MIXED.
Tignish	Dep 1.45 pm	Dep 6.45 am	
Alberton	" 2.25 "	Ar 7.45 "	
O'Leary	" 3.10 "	Dep 8.00 "	
Port Hill	" 4.07 "	" 9.05 "	
Wellingt'n	" 4.39 "	" 10.23 "	
Summ'side	Ar 5.15 "	Ar 12.00 m	
Kensingt'n	Dep 6.00 "	Dep 1.05 pm	Dep 6.40 am
Co'ty Line	" 6.25 "	" 1.40 "	" 7.16 "
Bradalba'e	" 6.54 "	" 2.19 "	" 7.54 "
Hunter R'r	" 7.00 "	" 2.29 "	" 8.05 "
N Wiltsh's	" 7.28 "	" 3.07 "	" 8.46 "
Royalty Jc	" 7.43 "	" 3.24 "	" 9.04 "
Ch'town	Ar 8.19 "	Ar 4.15 "	" 9.56 "
Ch'town	Ar 8.25 "	Ar 4.38 "	Ar 10.16 am
Ch'town	Dep 4.00 pm	Dep 7.00 am	
Royalty Jc	" 4.18 "	" 7.22 "	
Mt Stew't	Ar 5.20 "	Ar 8.40 "	
Mt Stew't	Dep 5.25 pm	Dep 8.50 am	
Morell	" 5.57 "	" 9.30 "	
St Peter's	" 6.20 "	" 10.01 "	
Harmony	" 7.17 "	" 11.17 "	
Souris	Ar 7.35 "	Ar 11.40 "	
Mt Stew't	Dep 5.35 pm	Dep 8.55 am	
Cardigan	" 6.35 "	" 10.21 "	
Georgetown	Ar 6.55 "	Ar 10.50 "	

N. B.—The Express Train from Souris and Georgetown connects at Royalty Junction with the Mixed Train from Charlottetown for the West, in the morning; and the Mixed Train from the West connects at Royalty Junction with the Express Train from Charlottetown for Georgetown and Souris, in the afternoon.

ALEX. MACNAB,
Supt. and Engineer.
Railway Office, Charlottetown, May 29, 1880.
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Valuable Property for Sale.

TO BE SOLD, all that part of Town Lot No. 74, in the first hundred of Town Lots in Charlottetown; having a front of 67 feet, Dorchester Street, and running back 80 feet, together with the buildings thereon erected.
For further particulars apply to Messrs. HONGSON & McLEOD, Charlottetown.
Sept. 18, 1879.

Bones. Bones.

THE undersigned will pay fifty cents Cash per cwt. for all bones delivered at the Bone Mill, in the Royalty. No quantity less than one cwt. (112 lbs) taken.
FRED. W. HYNEMAN,
Agent.

Ch'town, Dec. 1, 1879

PACIFIC Mutual Insurance Co.,

NEW YORK
—MARINE.

Assets 31st Dec., 1879, - \$744,149.00

Insurance effected on CARGOES and FREIGHTS, covering \$15,000 and upwards on first-class risks.

Certificates issued payable in London at the office of MORTON ROSS & Co., Bankers, or in New York.

Risks taken and rates fixed without being referred to Head Office.

PENTON T. NEWBERRY,
Agent for P. E. Island.
May 11, 1880.

Charlottetown to Pictou

—AND—
HALIFAX.

Change of Time Leaving Charlottetown, Until Further Notice.

THE Steamers St. Lawrence and Princess of Wales will leave Charlottetown for Pictou Landing every MONDAY, WEDNESDAY, THURSDAY and SATURDAY MORNINGS at half-past seven o'clock.

Returning from Pictou every TUESDAY, WEDNESDAY, FRIDAY and SATURDAY, after arrival of train from HALIFAX.

Daily trips between SUMMERSIDE and POINT DU CHENE, as heretofore, in connection with Railways.

By order,
F. W. HALES,
Secretary S. N. Co.
Ch'town, May 17, 1880.

QUEEN INSURANCE CO'Y.

OF ENGLAND.

CAPITAL, . . TWO MILLIONS STERLING.

INSURANCE effected on all kinds of Buildings, Merchandise and Produce. Also, on Vessels on the stocks.

Special rates for isolated residences. Losses settled promptly.

GEORGE MACLEOD (Union Bank),
Agent for Prince Edward Island
(June, 1877—)

MACLEAN & MARTIN

ATTORNEYS-AT-LAW,

Newson's Building, Opp. Post Office,

Charlottetown, P. E. I.

A. A. McLEAN. D. C. MARTIN.

June 18, 1879.—ex2aw

THE NORTH BRITISH & MERCANTILE

FIRE AND LIFE

INSURANCE CO.,

Of Edinburgh and London,

ESTABLISHED IN 1809

Subscribed Capital, \$9,733,332.00

Paid up Capital, - 1,216,666.00

Transacts every description of Fire, Life and Annuity Business on the most favorable terms.

FIRE DEPARTMENT—Insurances may be effected at the Lowest current rates.

Insurances upon Public and Private Buildings effected on especially favorable terms.

Losses settled with promptitude and liberality.

LIFE DEPARTMENT—New and Reduced premiums for Dominion of Canada.

G. W. DEBLOIS,
General Agent for P. E. Island.

Office, No. 35 Water Street, Charlottetown.

April 14, '80—pat her ne sj kea tf cod

A. McNEILL,

Auctioneer, Commission Merchant,

and Manufacturers' Agent.

AUCTION ROOMS (the largest in the City.)

No. 11 Queen Street (Brick Building.)

STORAGE facilities for any quantity and all kinds of Merchandise, Frost-proof Cellar (capacity 1,000 Barrels); Real Estate, Bankrupt Stock and Furniture Sales attended to at reduced rates.

Sales of Horses, Carriages, Farm Implements, Stock, &c., on Market Days, at Market House. Auction Sales of Household Furniture at Residences, and of General Merchandise at Stores, Warehouses, Wharves, &c., conducted on moderate terms. Consignments of Goods of every description will receive prompt attention. Applies a specialty.

Advances made and proceeds guaranteed when required. Business solicited, correspondence answered promptly and in confidence.

A. McNEILL, Auctioneer,

Charlottetown, Prince Edward Island.

N. B.—All kinds of P. E. Island products bought and shipped to order.

April 29, '80—3m

HOUSE TO LET.

ONE-HALF of that three-story BRICK HOUSE, situated on Upper Queen Street, containing nine rooms; at present occupied by the Rev. Alfred Osborne; with coach house and stable, and pump in the yard.

—ALSO—
One-half of the Brick House adjoining the above, containing the same number of rooms, and now occupied by Mr. Ramsay.
Possession of these Houses given on or about the first of July next. Apply to
ALEXANDER HORNE.
May 27, 1880—2aw, pat caw

BRITISH WAREHOUSE,

QUEEN SQUARE.

FIRST INSTALMENT OF

SPRING GOODS,

Received per Northern Light To-day,

—IS—

Worsted Cloths, Tweeds,

Cashmeres, Carpets, Mattings, Rugs,

and Room Paper.

The Subscribers having enlarged and refitted their establishment, will, in a few days, be prepared to show their customers a very large and well selected stock of Goods, bought for Cash, which they will dispose of at their usual low prices.

W. & A. BROWN & CO.
April 23, 1880.

ST. MARGARET'S HALL,

HALIFAX, N. S.

SEMINARY FOR YOUNG LADIES.

VISITOR:

The Lord Bishop of Nova Scotia

PRINCIPAL:

The Rev. John Padfield.

THIS SCHOOL offers, at very moderate cost, the advantages of a comfortable and pleasant home together with a thorough and refined education.

The course of instruction is the same as that of the best Schools in England and is founded upon the University Examinations for Women. Eight young ladies from this School passed the Local Examination of the University of King's College in June last. This is the only School in Canada that has passed pupils at a University Examination.

The number of pupils is limited, rendering the School select, and while it possesses all the educational advantages of a large public school, each pupil is enabled to receive that individual care and oversight which is so important, and which cannot be given in a large establishment.

Mr. and Mrs. Padfield are assisted by a staff of four resident governesses, besides visiting masters.

Parisienne French is taught conversationally. There are two resident French Governesses.

References given to parents of pupils.

For further particulars address the Principal.

Sept. 19, 1879.

E. G. HUNTER,

Manufacturer & Dealer in

MONUMENTS

Tablets, Headstones, &c.,

in variety, at LOWEST PRICES. BEST STOCK. Superior Workmanship.

SATISFACTION GUARANTEED TO PATRONS

N. B.—Farm Produce taken at market rates, in payment, during shipping season.

Kent Street, Charlottetown, P. E. I.

Please call and examine Designs & Prices.

Mar. 20, 1880.—w d—tu sa Cm

Flour. Flour. Flour.

TO ARRIVE.

900 BBLs. "Alabaster," "Golden Age,"

Choice Superiors XXX.

600 bbls. "Golden Age,"

300 bbls. "Alabaster."

Now en route for Charlottetown. Offers will be accepted for above to arrive.

J. R. FOSTER,
Millers' and Shippers' Agent,
May 8, 1880. Moncton, N. B.

BILLS OF LADING

—FOR SALE—

AT THE EXAMINER OFFICE.

THE place to get your Printing done is at the EXAMINER PRINTING ROOMS.

Alley vs. Duchemin,

JUDGMENT OF THE MASTER OF THE ROLLS.

(Concluded.)

Again a person may send noises and smells and smoke over another's land from his works, or cause tremor in it; but no right of action accrues to the owner of the servient tenement, or is he bound to complain until he feels an injurious effect from them. The fact of a noisy or noxious trade having been exercised in a particular locality without complaint for 100 years does not establish a prescriptive right to continue it to the annoyance of a person occupying premises not previously affected by it.

This doctrine is found clearly laid down in many cases, and by all text writers on this subject. But it is so fully discussed in the recent case of Sturgess vs. Bridge man, in Rep. 11 ch D. 863 (which is, on all fours, with the present case) that I shall advert only to it. The plaintiff in that case was a physician in 1865. He purchased a house on Wimpole Street. The plaintiff's house was on the west side of that street. Behind the house was a garden; and in 1873 the plaintiff erected a consulting room at the end of his garden. The defendant was a confectioner, in a large business in Wigmore street. His house was on the north side of Wigmore street, and his kitchen was at the back of his house, and stood on ground which was formerly a garden and abutted on the portion of the plaintiff's garden on which he built the consulting room. So that there was nothing between the plaintiff's consulting-room and the defendant's kitchen but the party wall. The defendant had in his kitchen two large marble mortars, set in brick work, built up to and against the party wall, which separated his kitchen from the plaintiff's consulting-room, and worked by two large wooden pestles, held in an upright position by horizontal levers fixed into the party wall. These mortars were used for breaking up and pounding loaf sugar and other hard substances and for pounding meat. The plaintiff complained that the working of these pestles and mortars caused noise and vibration, which greatly annoyed him. These pestles and mortars were generally used from 10 a. m. to 1 p. m. The plaintiff made several complaints and ultimately brought this suit and claimed an injunction to restrain the defendant from using the pestles and mortars in such manner as to cause him annoyance.

The defendant stated in his defence that his father had used one of these pestles and mortars in the same place for sixty years; and he had used the two pestles and mortars in the same place and to the same extent as now for more than twenty-six years. He alleged that if the plaintiff had built his consulting room with a separate wall, and not against the wall of the defendant's kitchen, he would not have experienced any noise or vibration; and he claimed a prescriptive right to use the pestles and mortars.

Issue was joined. Both parties went into evidence. The result of the evidence was that the existence of the nuisance was proved; and it also appeared that no material inconvenience had been felt by the plaintiff until he built his consulting room.

Jessel, Master of the Rolls, in giving judgment, said, "The only serious point that has been argued for the defendant is that by virtue of the statute of prescription, he was entitled as against the plaintiff, to make this noise and commit this nuisance. I can see no evidence before me that, until a recent period, there was any actionable nuisance at all. The actionable nuisance began when the plaintiff did what he had a right to do, viz.: built a house, a consulting room in his garden; and when on attempting to use it, he found the noise too great for comfort, that was the time to bring an action for nuisance."

It did not hurt anybody so long as the plaintiff's premises remained as a garden. That puts an end to any notion of prescription."

In another part of the case, he puts the case in this way: "If a man has a business in the middle of a barren moor which belongs to somebody else to whom the business carried on does no injury, the owner of the moor cannot bring an action, and he cannot interrupt. Take the case of putting a blacksmith's forge in the middle of a moor which has no game on it—it has nothing that can be injured by the noise. There is no remedy whatever, because it is a barren moor. Presently this that is useless as a barren moor, becomes available for building land by reason of the growth of a neighboring town. Is it to be said that the owner has lost the right to this barren moor, which has now become worth perhaps hundreds of thousands of pounds, by being unable to build upon it by reason of this noisy business? * * *

The fact that a man has made a noise, which has not injured me or interfered with my comfort or enjoyment in any way, cannot deprive me of my right to the land or interfere with my right to come to the court when it does seriously interfere with my comfortable enjoyment."

This judgment was appealed and affirmed. Mr. Hodgson argued that the finding of the jury on questions 2 and 4 was contradictory. But they are quite consistent. They found that working of the machinery in the old blockshop in 1853 made as much noise as the present factory; and in answer to question four, they found that the noise and vibration felt in the old house was not as great as that experienced in the present house. The reason of this is plain

enough. Between the old block-shop and the old house an open space of — feet intervened; and the waves of sound in passing through that distance of open air would become deadened and would not likely penetrate the walls of the house so as to be sensibly felt inside. While the present house, being almost in contact with the present factory, the wave of noise would strike it with a much severer shock. Again, the foundation of the old block-shop was on the top of the soil, or nearly so; while under the present factory there is a deep cellar and the building, on the sides and the ends next the plaintiff's house, is supported on the ends by long posts which must, I should think, shake and communicate tremor to the surrounding ground.

That part of the injunction which restrained the defendants from using their engine was disposed of in the motion to dissolve, it appearing from the defendants' affidavits that the plaintiff's statement respecting the insecure state of the boiler were erroneous. The jury having found that the smoke was not a nuisance, that part of the injunction must also be struck out; and the injunction made perpetual in restraining the defendants, and each of them, their workmen, employes and servants from running or conducting their trade and business set forth in the complainants bill of complaint, and operating their steam factory and situate on premises adjacent the complainant's property in such manner as shall in any way diminish the complainants comfortable enjoyment of his dwelling house and premises, either by tremulous motion, shaking thumping or otherwise, or by the promotion of physical discomfort, by causing sounds, rattling or other disagreeable noises, and the defendant to pay the complainant his cost of the suit. Mr. Hodgson, counsel for the defendants, gave notice of an appeal.

The Credit of Canada.

The Ottawa Citizen remarks: We find the latest quotations of our stocks to be as follows, on May 13th:—

Closing Prices yesterday.

Canadian Government 6 per cent.

January and July, 1879-81..... 100 103

Do. 6 p.c., 1882-4..... 103 108

Do. 6 p.c., 1876..... 104 105

Do. 5 p.c., January and July..... 104 105

Do. 5 p.c., Inscribed Stock..... 106 108

Do. 5 p.c., Dominion of 1003..... 106 108

Business was done at 105 and 108. This does not look as if our stocks were going down in the London market.

The Shipping Boom.

The St. John News says:—"People may debate warmly about booms and hums generally, but there is no doubt as to the boom in shipping from leading New Brunswick ports. The Miramichi River is crowded with vessels loading or about to load with lumber for European ports; and lumber ships swarm thick just now in this harbor. These are gratifying and encouraging facts. They point to a large increase in lumber shipments from our Province. They indicate a large amount of fairly remunerative employment for ship laborers. They suggest a large local expenditure on ship account. It is to be hoped that the season's business will prove profitable for all concerned."

Correspondence.

We do not hold ourselves responsible for the statements or opinions of our correspondents.

To the Editor of the Examiner.

DEAR SIR,—THE EXAMINER and some of its correspondents have been making quite an amount of cackle over the "great" reduction lately made in the price of gas by the Charlottetown Gas Co. I also note that a St. John's paper informs its readers "that the good people of Charlottetown, P. E. I. will now get their gas much cheaper, the price having been reduced from \$3.50 to \$2.80—a reduction of twenty per cent." Now, this is altogether incorrect. At the first glance it looks as if such a reduction actually had been made, the advertisement having been artfully worded to convey that impression. But what are the real facts? Why, that a reduction of exactly seven and one half per cent. has been made, provided the consumer pays cash within ten days after bill is furnished; failing this, however, no discount is allowed and to the poor consumers the price remains as exorbitant as ever. It has been the rule of the Company for some time past, to allow a discount of twelve and one half per cent. on all bills paid within ten days, and this discount has now been increased to twenty per cent. This is the sum and substance of the enormous reduction about which so much fuss has been made—the new regulations not even affecting the "rent of metre 9 cents," which has still, as heretofore, to be deducted from the amount upon which discount is allowed.

In this connection, it may be observed that the action of the Gas Co. is a striking refutation of the dire predictions of those opponents of the N. P. who so loudly asserted that it was intended to enrich the manufacturer at the expense of the consumer, and that that prices would be increased. Yet so far from such being the case, we find that the only manufacturer of any extent that we have in our midst, under the benign influence of the N. P., has been enabled to reduce its price, be that reduction ever so little. Yours, etc.,

GAS.

June 5th, 1880.

CLARK'S DIAMOND DUST POLISH.—Unrivalled for cleaning Gold, Silver and Nickel ware. Enquire for it.