The Examiner.

A WEEKLY JOURNAL OF POLITICS, LITERATURE AND NEWS.

"This is true Liberty, when Freeborn Men, having to advise the Public, may speak free."---Euripides.

VOL. XVIII. } CHARLOTTETOWN, PRINCE EDRWAD ISLAND MONDAY, JULY 27, 1868 { NO. 11

THE EXAMINER
IS PUBLISHED EVERY MONDAY BY
WALTER C. GRANT,
AT HIS OFFICE, HILLSBOROUGH STREET, NEAR KING'S SQUARE.
TERMS:—Fifteen Shillings per annum, half in ADVANCE.

R. REDDIN,
Attorney and Barrister-at-Law,
CONVEYANCER, &c.
Office:—Great George Street, Charlottetown.
(*Near the Catholic Cathedral.*)
September 3, 1866. tf

A Fortune for Sale!

IN consequence of the death of the Proprietor, the Subscriber is instructed to offer for positive Sale, that beautifully situated well known property, the

Half Way House, Vernon River, PRINCE EDWARD ISLAND.

The Land consisting of about 40 acres, is in that state of cultivation that it has been for some years past, and will for years to come, yield a clear net profit, more than sufficient to pay the interest on the amount of purchase money asked for the whole establishment. As a money making investment this is an opportunity seldom equalled in these Provinces, which fact can be positively proved to any person about purchasing. The Stock of Liquors and Stock of Goods in the Store can be taken or not at the option of the purchaser.

For particulars, address,
GEORGE ADAMS,
Half-way House, Vernon River. }
May 18, 1868 } tf

NEW PAINT SHOP!

THE Subscriber would inform his friends and the public in general, that he has opened a new PAINT SHOP above the Carriage Factory of McPhail & Hunter, Kent Street, where all orders left, either in the

House, Sign, or Carriage Painting,

will be attended to with punctuality, neatness, and on reasonable terms.

FRANCIS McGRORY.
Painter.
McPhail & Hunter's Carriage Factory, }
Kent St , Ch'town, May 4, 1868 }

E. & N. A. RAILWAY.

1868 1868.

Summer Arrangement.

ON and after MONDAY, 11th MAY next, until futher notice, Trains will run as follows:

DOWN TRAINS—GOING EAST:
Leave St. John for Shediac and Point du Chene a 7 a. m. and 1 45 p m.
Leave St. John for Sussex at 5 p. m.

UP TRAINS—GOING WEST:
Leave Sussex for St. John at 6 10 a m.
" Shediac for St. John at 7 and 11 a m.
The 6 15 a. m. Train from Sussex, and the 11 a. m. Train from Shediac, as well as the 1 45 and 5 p. m. Trains from St. John will carry freight.

Freight from St. John for Sussex and Stations West, will be sent by the 5 p m. train only and must be delivered at that Station before 4 o'clock. Freight for Stations East of Sussex must be delivered at St. John before noon, daily.

Freight to be forwarded from Sussex, must be delivered at that Station at least ONE HOUR, and from other Stations than St. John, at least HALF AN HOUR before the advertised departure of any Freight Train.

Goods for Prince Edward Island must be accompanied with invoice or outward certificate of value, to prevent detention at Point du Chene.

Goods intended for exportation at St. John, to the United States, must, in addition to the invoice, when the value shall exceed $50,000, be accompanied by a U. S. Consul's Certificate.

LEWIS CARVELL,
General Manager.
Railway Office, St. John, N. B. }
April 30, 1868 }

ERSKIN'S
BRAHEE SUGAR POWDERS,
A Tonic and Unfailing Remedy for
Rheumatism of all kinds, Neuralgia, lumbago, Sciatica,
As also for FACE-ACHE, TOOTH-ACHE, EAR-ACHE, COUGHS, and all affections from Colds.
☞ See Lancet, under MEDICAL PATRONAGE.
WM. R. WATSON.
City Drug Store, Victoria Building,
Queen Street, Sept. 16, 1867.

B. WILSON HIGGS,
Commission Merchant
AND
AUCTIONEER,
Charlottetown, ... P. E. Island.
May 27, 1867. 1y

A CARD.

THE Subscriber begs to thank the public for the liberal patronage extended to him during the last year. Having enlarged and fitted up his establishment at the Old Stand, LORD'S WHARF, is now prepared to execute with despatch all orders which he may be favored with in his line as SHIP and GENERAL BLACKSMITH. Fishermen will find Anchors of all sizes for Boats cheaper and better than can be found at any similar establishment in the City.

GEORGE H. FOSTER.
Lord's Wharf, Ch'town, }
Feb. 17, 1868. } 1y

A CARD.

William Stiggins,
Machinist.
(Next door to Wm. B. Allan's Tin Shop.)

Guns, Locks and Magnetic Machines, accurately repaired. Brands cut, Bell Hanging and Turning on the most reasonable terms.
Mill Gear supplied to order.
Charlottetown, P. E. I., }
May 18th, 1868. } all city papers 3m

A. McNEILL,
Auctioneer and Commission Merchant,
MASON'S THREE-STOREY BUILDING,
Dorchester Street.
Charlottetown, ... P. E. Island.
July 23 tf

Cotton Duck.

THE SUBSCRIBER is Agent for the Sale of the celebrated

RUSSEL'S MILLS COTTON DUCK,

and is prepared to fill all orders for the same with the least possible delay.

Also on hand Cotton Boat Duck, and Cotton Drillings, suitable for Boat Sails, together with Cotton Sail Twine, Pure Bees' Wax, &c.

I. C. HALL.
Ch'town, May 25, 1868.

COAL AND LIMESTONE

THE Subscriber is prepared to deliver small cargoes of

Coal and Limestone,

at any of the Harbors, Bays or Navigable Rivers of P. E. Island, at shortest notice and on Moderate Terms.

A. McNEILL,
Ch'town, May 25, 1868. Auctioneer

Carlton's
Condition Powders.

Bristol Line to New York
VIA BRISTOL, R. I.
FARE: Cabin, $2.

CARS leave the Depot of the Boston and Providence Railroad, Pleasant street daily, Sundays excepted.

At 5.30 P. M.

For steamer PROVIDENCE, Capt Benj M Simmons on Mondays, Wednesdays and Fridays.
For steamer BRISTOL, Capt. Benj. B. Brayton, on Tuesdays, Thursdays and Saturdays.
Passengers going by this line to Philadelphia, Baltimore and Washington, can connect with the New Jersey and Camden and Amboy Railroad.
This line connects also with the Athens line going to Saratoga and the West, landing at the same Pier in New York.
Baggage checked through.
Tickets, State Rooms and Berths can be secured at the Agent's office, Old State House, corner Washington and State streets, and at the Boston and Providence Railroad Depot.

GEO. SHIVERICK.
Passenger and Freight Agent.
May 23, 1868. 3m

LIGHT! LIGHT!!!

Kerosene Oil,
at
WM. E. DAWSON'S.
March 23, 1868.

CANADA FLOUR!

Per Sch. "Notre Dame De Benseur."
NOW LANDING—
300 Bbls. No. 1 Superfine FLOUR,
100 " Kiln Dried CORNMEAL.
R. W. BRECKEN.
Telegraph Building, Water St. }
May 25, 1868. } 3m

BELL'S
TAILORING ESTABLISHMENT.
NOTICE!

THE UNDERSIGNED takes this opportunity of returning thanks to the large number of his customers who have so promptly complied with his terms and paid for their work on delivery. There are, however, a considerable number who have not paid thus promptly; and he respectfully requests all such to call and pay their respective accounts without delay. He would further remind them that their respective amounts, although a trifle to each, would in the aggregate materially assist in making up some of the deficit which their indebtedness has occasioned.

Feb 17, 1868. JOHN BELL

GOOD FIRES.

NOW selling at the Gas Works a quantity of very superior COKE at FIVE PENCE per Bushel. N. B. Coke will last longer and give a greater heat than Sydney Coal.
January 20, 1868. 1st

NOTICE.

THE Subscribers hereby caution all persons indebted to the Estate of the late JAMES ROBERTSON, Esq. of Lot 34, to pay the several amounts to themselves alone, as their receipts only will be valid discharges for the same.

ALEXANDER ROBERTSON, }
JOHN STEWART Jun. } Executors
St. Peter's Road, March 14, 1868.

Tombs.
MONUMENTS!
Headstones!

Marble Works!

Kent Street, - - - Charlottetown

THE Subscriber has constantly on hand a LARGE STOCK OF MARBLE AND FREESTONE, and is prepared at any time to execute orders of every description, such as

Monuments, Tombs, Headstones and Tablets.

In point of workmanship, design and lettering, he feels confident that the work executed at his establishment heretofore will compare favorably with that from any other similar establishment in the Island.

The subscriber has for sale a large quantity of Shelling Stones for Mills, all sizes

JOHN CAIRNS.
March 30, 1868 6m

NOTICE!
Postage Stamps.

FROM and after this date Postage Stamps will be sold at this office only between the hours of 10 a. m. and 4 p. m.

Persons wishing to post Letters before or after these hours, can procure stamps at the Stores of

D. Laird,	H. A. Harvie,
E. Reilly,	Mrs. Brenner,
Mrs. Stamper,	G. Hubbard,
J. D. McLeod,	Theoph. DesBrisay,
Jas. DesBrisay,	H. Haszard,
G. & S. Davies,	T. O'Connell.

THOS. OWEN, P. M G.
General Post Office, Charlottetown, }
Dec. 7, 1867. } tf

"ALHAMBRA."

THE STEAMSHIP *ALHAMBRA*, Nickerson, Master, until further Notice, will leave this Port every alternate THURSDAY, at 6 p. m. for HALIFAX and BOSTON, calling at CANSO.

RATES OF PASSAGE:

	Ladies' Cabin.	Gent's Cabin.	Forward.
To Boston,	50s.	55s.	45s.
" Halifax,	25s.	30s.	18s.
" Canso,	20s.	25s.	15s.

CARVELL BROTHERS,
May 18, 1868. Agents.

NOTICE!

ALL persons having legal demands against the estate of the late JAMES ROBERTSON, Roselyn Cottage, St Peter's Road, Township 34, Esquire, deceased, are requested to furnish the same, duly attested, to either of the undersigned, for settlement; and all parties indebted to the said Estate are required to make immediate payment to

ALEX ROBERTSON, }
JOHN STEWART, Jr. } Executors.
Lot 31, Nov. 29, 1867 tf

Removal.

DR HOMER having every encouragement to locate in Charlottetown, and for want of larger and more convenient rooms, has removed to the building occupied by HENRY HASZARD, Esq. merchant, directly opposite the Apothecaries' Hall
May 4, 1868.

1868. FRESH SEED! 1868.

THE Subscriber has received a supply of FRESH SEEDS for early planting consisting in part of—

Melon, Cucumber, Tomato, Cauliflower Lettuce, Raddish and a choice variety of abbage Seed.

A large supply expected per "Amphion," from London.

W R. WATSON.
Victoria Building, May 4, 1868.

Grain! Grain! Grain!

THE highest price given for BARLEY and OATS, at

Coles's Brewery and Distillery,

☞ Constantly on hand, at prices cheaper than can be purchased in the market, the best of Rum, Brandy, Gin, Whiskey, and a superior article of Malt Whiskey. Also—X, XX, and XXX Ale.
Charlottetown, June 20, 1868.

Freehold Property
FOR SALE

Consisting of Town Lot No. 95, in the 4th hundred of Town Lots, in Charlottetown, together with the

Dwelling House & Work-shop,

and other improvements thereon. The above desirable property is beautifully situated in Fitzroy Street

For particulars please apply to John Ball, Esqr., or to the owner on the premises.

WM. MEIKLE.
May 18th, 1868.

MOWING MACHINS

AND

HORSE RAKES.

A QUANTITY OF MOWING MACHINES, with several improvements added, are now being manufactured in Charlottetown. Also a number of HORSE RAKES, of the most improved pattern.

The manufacturers feel confident that the machines will give satisfaction to persons desirous of purchasing a real good

MOWING MACHINE
OR
HORSE RAKE
OF
PRINCE EDWARD ISLAND MANUFACTURE!!

The above can be sold on reasonable terms, and inspected at the

Seed and Implement Waeho use
of
BEER & SONS.
27th April, 1868. 3m

KING STREET,
NEAR WELSH & OWEN'S OFFICE.

THE SUBSCRIBER returns thanks for past favors, and begs leave to inform his friends and the public generally that he has on hand

A Large Stock of Ready-made Mens' Boots, Shoes, and Gaiters; Womens' Balmoraf. Elastic ides and other Boots.

ALSO,

250 pairs Children and Misses Boots,

which will be disposed of low for Cash.

JAMES STANLEY.
Ch'town, 18th May, 1868.

WE, the undersigned, Trustees of the late Mr W. T. PETHICK, request all persons indebted to PETHICK'S BREWERY, to make immediate payment to HAMMOND JOHNSON, at his Dispensary, Kent Street, Ch'town.

THOMAS PETHICK.
HENRY LONGWORTH.
HAMMOND JOHNSON.
April 20th, 1868.

HAY RAKES!

RECEIVED per Steamer *PRINCESS OF WALES*—

10 Doz. 3 Bow Hay Rakes,

A SUPERIOR ARTICLE.

CARVELL BROS.
Ch'town, June 22, 1868.

Fishermen's Outfits!

1868.

THE Subscriber is prepared to furnish all the necessary outfits for prosecuting Vessel or Boat Fishing, such as—

Salt,	Ditty Boxes,
Barrels,	Lanterns,
Porgies,	Binnacle Lamps,
Clams,	Lamp Wicks,
Mackerel Hooks,	do Chimneys,
Cod Hooks,	Kerosene Oil,
Mackerel Lines,	Pewter,
Cod do.	Lead,
Snapper do.	Flour,
Bait Mills,	Bread,
Jig Ladles,	Beans,
Jig Rasps,	Peas,
Jig Moulds,	Butter,
Clam Choppers,	Pork,
Mackerel Forks,	Beef,
Mackerel Jigs,	Lard,
Cod Leads,	Tea,
Bait Knives,	Coffee,
Splitting Knives,	Sugar,
Throating do.	Molasses,
Bait Heavers,	Raisins,
Water Stones,	Currants,
Fog Horns,	Dried Apples,
Chopping Trays,	Spices,
do Knives,	Pickles.

He also possesses superior facilities for inspecting, packing and shipping Mackerel, Herring, Codfish, &c.

N. B.—The HIGHEST PRICE pain for all kinds of FISH.

I. C. HALL.
Ch'town, May 25, 1868. 6m

P. E. ISLAND
Steam Navigation Company's
Steamer's "Princess of Wales" and "Heather Belle."

The Steamer "Princess of Wales"

WILL leave Charlottetown for Picton every TUESDAY and THURSDAY morning at 5 a. m., in time for the morning train for Halifax.

Leaves Picton for Charlottetown every TUESDAY and FRIDAY evening, after arrival o Train from Halifax.

Leaves Picton for Port Hood every THURSDAY morning at noon, immediately after arrival of Train from Halifax, returning to Picton the following morning.

Leaves Charlottetown every TUESDAY and FRIDAY night for Summerside and Shediac, at 7½ p. m. Will connect with Wednesday and Saturday morning's Trains.

Leaves Shediac for Summerside and Charlottetown every WEDNESDAY and SATURDAY afternoons, immediately after arrival of Train from St. John.

The Steamer "Heather Belle"

Leaves Charlottetown at 3 a. m., every SATURDAY morning for Picton.

Leaves Picton at 9 a. m., same day for Murray Harbor, Georgetown and Souris, remaining at either Souris or Georgetown over Sunday.

Leaves Picton every MONDAY for Charlottetown after arrival of Train from Halifax.

FARES:

Charlottetown to Picton, or back,		£0	12	0
Picton to Georgetown,	"		0	9	0
" Port Hood,	"		0	12	0
Ch'town to Summerside,	"		0	9	0
" Shediac,	"		0	18	0
" St. John,	"	$4 50	1	8	1½
" Eastport,	"	6 00	1	17	6
" Portland,	"	8 00	2	10	0
" Boston,	"	9 00	2	16	3
" Halifax,	"	4 00	1	4	0
" Port Hood,	"		1	4	0
" Georgetown,	"		0	9	0
" Souris,	"		0	12	0

F. W. HALES,
May 18, 1868. Secretary.

APPRENTICE WANTED.

AN apprentice Wanted to the Watch and Clock Making Business.

ROBERT SNEESTON.
North Side Queen's Square, }
June 15th 1868. }

Fish Barrels!

500 FISH BARRELS,
For Sale by
CARVELL BROS.
June 1.

HARDWARE!

Hardware! Hardware!!

RECEIVED by Spring Ships from England —Steamers and Traders from the States and Provinces—an endless variety of GENERAL HARDWARE, consisting in part:—

For Blacksmiths, etc.,

Anvils, Vices, Sledges, Hammers,
Screw-plates & Taps, Stocks & Dies,
Horse-shoe Hammers and Nails, (best in town)
Bolts & Nuts, all sizes and shapes,
A large lot of Stubb's and other Files, Borax, &c., (cheapest in Town)

For Carpenters, etc.,

A great variety of first-class Edge Tools of American and English make,
Smooth, Trying, Jack, Grooving, Plough, Sash Fillister, and other Planes,
Braces & Bits, (the new kind)
Steel Hammers, Hand, Panel & Tenon Saws, etc.

For Painters, etc.

A supply of 1st class Paints, assorted colors, in 14, 28, & 56 lb. Kegs.
Dry Colors in variety,
Copal-oak Varnish, Turpentine,
Patent Dyers, Boiled & Raw Oils,
Superfine Whitewash, Paint & Varnish Brushes
Window-Glass, Diamonds, etc.

A Supply for Tinsmiths, Butchers, Coopers, Cabinet-makers, Carriage, House Builders and others,

Tons of Iron, well assorted sizes,
Spring, Axe, Blister & Chisel Steel,
Hip Sponge & Shower Baths, with patent Force Pumps,
Knife cleaning Machines,
Mincing Machines,

A great variety of Fancy Furnishing Goods.

Kerosene Lamps, Wicks, and Oils,
Cow-Bells Spades, Forks, Rakes, Shovels,
10 Casks of Shelf Goods—numerous from a Needle to a Cannon or an Anchor—Cheap for Cash at the

British Hardware Store.

STONE & BOVYER.
Reddin's New Building, Queen Street, }
June 1st, 1868. }

OLD STAND,

REDDIN'S CORNER!

THE SUBSCRIBER has received by Barque "UNDINE," from LIVERPOOL, the largest and best assortment of

China, Earthenware & Glassware

ever offered in Charlottetown, which he is prepared to sell WHOLESALE and RETAIL at unusually low prices

CHINA TEA SETTS,

Stone China do., white and colored; white and colored Stone China Dinner Setts, &c., &c., and a great variety of Goods in the above line, too numerous to particularise.

A few Crates ASSORTED WARE for sale cheap by the Crate.

THE GROCERY DEPARTMENT

is now stocked with the best qualities of TEAS SUGAR, MOLASSES, TOBACCO, SOAP, CANDLES SPICES, DRIED FRUITS, &c.

LIQUORS

of the best description, consisting of Brandy, Gin, Rum, Whiskey, Port and Sherry Wine, Cordials &c, &c.

FLOUR and CORNMEAL from 1lb to 100 bbls.

Having obtained the services of a first-class BAKER, he is prepared to supply his customers with the best quality of BREAD at all times.

B. D. REDDIN.
June 6in

TOBACCO

MANUFACTURED BY
CHARLES QUIRK,
CUSTOMERS SUPPLIED ON
Reasonable Terms,

ON HAND
20,000 CIGARS,

Consisting of the following Brands, namely, Flor, De Cases, Prince of Wales, Star of the West, La Flora and Punch.

—ALSO—
A large supply of
Fancy Pipes.

200 Boxes LOZENGES, and other CONFECTIONARY, 6 Cases 8 card MATCHES, 308 doz. SHOE BLACKING, 115 DRUMS FIGS, &c. &c.

Upper Queen Street, } 3m
Ch'town, June 19, 1868. }

Notice!

To Tenants upon Township 18.

THE Tenants upon that portion of Township No 18, in Prince Edward Island, formerly owned by Lieut. Col. Peter DesBrisay Stewart, deceased, and over which the late Mrs. Mary Stewart of Charlottetown, deceased, and Ellen Stewart and Margaret Stewart, daughters of the said Mary Stewart, lately exercised acts of ownership, are HEREBY NOTIFIED that the portion of Township No. 18, referred to, became the property of the Subscriber, in fee simple, upon the death of the said Peter DesBrisay Stewart, which occurred on the 1st day of November, last past. The tenants upon the said portion of Township No. 18, are hereby cautioned against paying rent to the said Margaret Stewart, or to any other person or persons who may demand the same. Those of the Tenants who may desire to inform themselves relative to the TITLE of the subscriber, are referred to E. J. Hodgson, Esq., who will afford them the desired information.

THEOPH DESBRISAY.
Spring Park, Ch'town Royalty }
June 23 1868. } 3m.

Entire Horse 'French Tiger'

WILL be offered at AUCTION, on the MARKET SQURE, Charlottetown on FRIDAY, the 24th JULY, inst., at 12 o'clock. "French Tiger" is sired by the "Flying Frenchman" His Stock is large and highly valued. He is fast, but without practice

☞ Terms at Sale.

JAMES HELM.
July 13, 1868. 2i Owner,

West India Produce.

THE Subscriber begs to inform the TRADE that the Brigantine "HELEN DAVIES" will be due here about the 20th instant, from Barbadoes, with a full cargo of the above, consisting of

20 Hogsheads,
50 Trices,
100 Barrels choice Barbadoes SUGAR,
180 Puncheons rich Muscovado Molasses.

Terms as usual. Apply to J. & T. Morris, or
DANIEL DAVIES.
Ch'town, July 13, 1868. 5w

CUT NAILS.

235 Bags, received per Brigt. "Nina." Selling at 3d. per lb.
BEER & SONS.
July 13, 1868.

[Reported for the *Examiner*.]

SUPREME COURT.

Continued.

SATURDAY, 11th July, 1868.

JAMES McQUILLAN called to the witness stand, sworn, and examined by Mr. C Palmer:—Was formerly a truckman in Charlottetown. As such had performed work for the City Tannery. Had hauled several loads to it. Had, in that way, been employed both by old Mr. Dawson and by his son W. B. Dawson. In August, 1865, hauled 23 loads of bark from the Queen Street Wharf to the City Tannery. He was on that occasion, told by old Mr. Dawson that there was a pile of bark lying on the wharf, and was engaged by him to haul it to the City Tannery. When he went to the Tannery for payment for his work he applied for it to the young man (W. B. Dawson), and he was told by him to go to the person who employed him. He went to the old man, Mr. Dawson, and he gave him an order for his money, which he (witness) took to W. B. Dawson, who then paid him. He took the bark to the Tannery. The old man when he engaged him to haul the bark, told him there was only one pile of bark on the wharf, and it was that which he was to haul. The old man was in the yard when he was hauling the bark into it.

Cross examined by HON. J. LONGWORTH:—I was standing, with my horse and truck at the corner of the street, nearly opposite to George Gardiner's shop, when old Mr. Dawson came up to me, and asked me if I was engaged. I told him I was not, and he then engaged me to haul the pile of bark from the wharf to the Tannery. The reason of my remembering the time is that when I received the subpœna, I was surprised at it, and looked into my memorandum book to see if it could be about any work which I had done for the Tannery, and I found in it an entry of my having hauled the 23 loads of bark to the Tannery in August, 1865. The memorandum does not state who employed me. I have hauled for the Tannery on different occasions. Hauled bark on that occasion only. Old Mr. Dawson did not tell me whether the bark to be hauled was his or his son's. Don't believe that I looked at the order which he gave me for payment. Cannot say whether or not it was merely a certificate of work done. Before I got the subpœna I was not spoken to by any one about it. I communicated the fact of my having done the work to no one. *Mr. Longworth*—How then do you suppose that the parties who subpœnaed you found out that you had done it? *Witness.*—I don't know: I suppose they must have scared it up. I referred to my book yesterday evening. I referred to it to see what work I had done for the Dawsons. Nothing was communicated to me as to what I was to prove. The witness was then allowed to leave the stand and go home for his book.

James McQuillan having returned to the Court with his memorandum book, he was again called to the witness stand and cross examined by hon. J. Longworth:—This is the book I spoke of. It is a memorandum book kept by me. Don't know how long I have kept it. Don't think any entry in it besides the one now in question is written in ink. I swear the entry was made at the time I performed the work. I sometimes entered what I hauled for others. He read the memorandum as a charge of £1, and for hauling 23 loads of bark to the City Tannery, and a record of his having been paid the money charged by him. When I had finished the work, I entered it that I might remember it. I hauled for others, but did not enter all. In answer to the question Where did you get that book, the witness said, "I did not send to Boston for it." Don't know where I bought it, but I guess I paid for it. The memorandum of the work was made before I received payment for it. When I received payment, I added a memorandum of it after that of the work on a different day. It was perhaps a week after the first. *Mr Longworth.*—Was it written with the same pen and ink that you wrote the former memorandum with? *Witness.*—Yes, it was. *Mr. Longworth.*—Why is this the only entry in your book? *Witness.*—I can show you hundreds of them. *Mr. L*—Can you show any other discharged in the same way? *Witness.*—Perhaps not. I do not recollect how long I have had this book in use. Don't know: it may be 8, or it may be 11 years. *Mr. L.*—Does it contain any similar entry? *Witness.*—You may examine it, and see. Mr. Dawson wrote the order for my payment in his own house. I went to him at his house to get it. I did not read it. I wrote the memorandum of payment perhaps about a week after the work was done, with the same pen and ink with which I wrote the first memorandum. Mr. Dawson lived next door to the Tannery. He gave me an order, but I know not why he did so instead of going to his son. He asked me to sit down and then went out; he came back again shortly, and wrote the order in my presence. I do not know where he went; but the impression upon my mind was that he went to the Tannery.

GEORGE GARDINER sworn and examined by Mr. C. Palmer:—I have lived in Charlottetown nearly all my life. Have known the City Tannery ever since it was established. Have been through it very often. Have been in it sometimes two or three times a day. I know of no arrangement between the father and the son about the Tannery business. I was in the Tannery on business sometimes two or three times a day; but some days not at all. Was very intimate with W. B. Dawson. Often saw old Mr. Dawson in the Tannery. Have seen him endorsing promissory notes there. Should think the notes were notes connected with the establishment. I did not know what the notes were. W. B. Dawson presented the notes to be endorsed to his father. The number of the notes was sometimes eight or ten—more on Bank discount days. I should say he did not examine the notes as he might have done. They were mostly lying back up when I saw them. I have seen the face of some of them after they were endorsed by him. They looked like notes of hand. I have seen him endorse notes not filled in, but not as a general rule. I do not know that he did so on more than one occasion, of my own knowledge; on that occasion I was present when he did so On that occasion I think he did not turn up the note before he signed. I remember the time when William ran away. After the note had been endorsed by his father, William took them. To my knowledge they banked a considerable amount of three months' paper. As far as I am aware the business was altogether managed by W. B. Dawson. He conducted the money business as far as I was concerned with the Tannery business. I can't say how the paper over 3 months was disposed of. I speak of the last three years of the business, up to the time of William's *going away*. I dealt with the Tannery largely only during that period. I did not know the old man in my transactions about wool: those were entirely with William. Only once saw the old man endorse a blank form of bill or note.

Cross examined by Mr. Thompson:

My dealings with the Tannery have been in wool, hides, and felt. I have had large transactions with the establishment. At a rough guess, I should say to the amount of some thousands. For the last three years, until W B. Dawson went away, my dealings were with him. I had dealt with the establishment years before the last three years. Should say I dealt with W. B. Dawson from the first starting of the City Tannery, in 1858, to the time of his leaving. During the whole of that time, I never knew the old man in my dealings at the Tannery; they were entirely with W. B. Dawson. Never enquired what business relations existed between William and his father. The old man had been a tanner, and I saw nothing surprising in his going about the Tannery and seeing how things were managed. There was nothing that I saw him do about the Tannery which led me to believe that he was the owner of it. When I rendered an account to the concern, I always rendered it to W. B. Dawson. *Mr. Thompson.*—Were the Bills headed "City Tannery, W. B. Dawson, proprietor?" *Witness.*—No; or not so a long time. I understood they banked the 3 mouths paper. I both gave and received notes, to and from the concern. W. B. Dawson and I discounted our notes with both Banks, but chiefly with the Union Bank. *Mr. Thompson.*—You and W. B. Dawson were very particular in taking up your notes at the Union Bank? *Witness.*—We endeavoured to keep up our credit; but were not more particular about the Union Bank than with another. When a note was not taken up when due, the usual course was to renew it. If a Bill was just becoming due at the Union Bank, and he was not provided with the cash to take it up, he (W. B. Dawson) would lodge a cheque on the Old Bank at the Union Bank, and by that means he obtained three or four day's grace; then, before the day of exchange, he would collect the money and redeem the cheque. The Banks did not exchange until Friday. The cheque lay in the Bank as security for the amount of the note. Don't recall an instance of similar dealing with the Old Bank. I will not swear whether any of W. B. Dawson's notes were dishonored in the Union Bank or not, nor in the other Bank either. I was very often in the Tannery office when the old man endorsed notes without examining them. I do not, of course, know whether he had looked at them previously or not. *Mr. Thompson.*—How does it happen that you remember his signing the blank note? *Witness.*—I remember it because I had a hearty laugh about it afterwards. He endorsed it in my presence. I took it up and found it was blank. I took it as it might have been put in by mistake. Both W. B. Dawson and I were present at the time. I did not name it to the old man, because it was not my business, and because, although I thought it strange, I did not think anything wrong had been intended. I did not consider it as a fraud. I had too much confidence in W. B. Dawson to think that he had put the blank note before his father with a fraudulent intention. I think the old man knew what he was doing at all times.

CHARLES RILEY sworn and examined by Mr. C. Palmer:

Had had large business transactions with the City Tannery. My transactions took me into the Tannery very often. The time at which I went down was generally after breakfast, about 10 o'clock in the forenoon. This was almost every day, and I almost always saw the old man there. On discount days I have seen the old man endorsing notes—I suppose they were notes of hand. When they did not sell for cash, they sold on time, and took notes of hand. W. B. Dawson was the office man. All my business was with him. I bought hides and sheep skins for him. He gave me the money to buy them with. Notes to a large amount passed between us. The notes were chiefly endorsed by Thomas Dawson—a few by W. B. Dawson alone. The business I did with the Tannery in this way was up to last summer—our dealings last summer, however, were not large. Clear of notes of hand, the business I did with the Tannery amounted to about £1,000 a year. The notes amounted to more than £1,000 a year. I have many of the notes now here with me. Some were made payable to W. B. Dawson, some to Thomas Dawson. They bear old Mr. Dawson's signature, as endorser. They all went through the Bank, and they were all paid by me. I went once or twice to old Mr. Dawson's dwelling-house to endorse notes, and he did it. He never objected to do so to me, nor, so far as I knaw to any one else.

Cross-examined by Mr. G. Alley.

I understood W. B. Dawson to be the proprietor of the Tannery. All my dealings were with him. He conducted the business openly as his own. I was in the employ when Henry Smith was manager, buying and selling for the Tannery. Do not know to whom notes were then made payable by customers. Henry Smith, I know, endorsed one; and I believe one was endorsed by Richard Heartz. Do not know that it was customry for Henry Smith and Richard Heartz to endorse the notes. I think that among my business notes there is one with Richard Hearts's name upon it. I knew that W. B. Dawson drew cheques upon the Old Bank and lodged them in the Union Bank to raise money. They were not redeemed for three or four days. Some went down to the Old Bank. Do not know that it was by mistake. W. B. Dawson told me that he could not get money to redeem them, and, therefore, they were sent down. I was in the habit of assisting W. B. Dawson to get Old Bank paper to take up the cheques at the Union Bank. When I took money down to the Tannery, W. B. Dawson would sometimes meet me at the door and take the money from me, his father at such times being inside. Can't say that I ever paid such money to W. B. Dawson in the presence of his father. He did not wish to receive money from either Bank when his father was present. I do not know why he wished to conceal his receiving it from his father. The attention of the witness was he called to Note No. 22, for £324 16s. 11d. The signature to the note, he said, is mine; but I did not sign it for this amount. I signed it for £24 16s. *Mr. Alley.*—Look, and see whether any other alteration has been made in the note besides that of the amount. Witness, after having closely examined it, Yes, I think 3 months has been altered to 12 months. On being desired by Mr. Alley to look at the back of the note, and say how it was endorsed, he did so, and said it was endorsed both by W. B. Dawson and Thomas Dawson. William liked to keep the money out of the old man's way—Old Bank money and Union Bank money both.

HENRY HASZARD, Esq., sworn, and examined by Mr. C. Palmer:

Had been two years a Bank Director, and had been many years engaged in mercantile business. By comparison of the disputed endorsements with the genuine signatures of the proved receipts, I think I can come to a conclusion to satisfy myself as to the character of the signatures in question. Witness then made the necessary comparison of the disputed endorsements of the notes sued for (28 in all) numbered 1, 2, 3. &c., with the signatures of the proved receipts. The result of the comparison was that, in his opinion, twenty-one of the signatures were genuine, and of seven he was doubtful. In his cross-examination by Mr. Hensley, he gave his reasons for thinking some of the signatures genuine and others spurious.

BENJAMIN F. STAPLES sworn, and examined by Mr. C. Palmer:

Is a teacher of penmanship. Examined the notes in suit, and compared them carefully with the proved signatures of the receipts, and believe them to have been written by the same person, with one exception. If they are forgeries, they must have been made by a very skilful penman. Examined them with a microscope and a magnifying glass, and believe them genuine. He had had considerable experience, and had had hardly ever been mistaken. He explained to the Jury the leading characteristics of the defendant's hand writing, and shewed that the same peculiarities were common to all the signatures in question. Believes that he himself can forge any signature, but thinks he would require a long time to make such close imitations of the defendant's signature, as the alleged forgeries are. It is much more difficult to imitate the signature of a bad writer than that of a good writer. The proved signatures of old Mr. Dawson are bad writing. It would be very difficult to imitate his signature.

FIFTH DAY.

MONDAY, 13th July, 1868.

E. J. Hodgson, Esq., the Plaintiff, called to the witness stand and sworn; examined by Mr. C. Palmer:

I am the Plaintiff in this suit. I am acquainted with Thomas Dawson. I have known him many years; but I had no dealings with him till 1863. My business connection with him arose in this way: W. B. Dawson brought promissory notes to me to the amount of £115, to have them discounted. I took them because I knew the parties who made them to be quite good. This was in February, 1865. I do not know whether the notes were endorsed by Thomas Dawson or not. I discounted them because I knew the parties were good. He (W. B. Dawson) wished me to discount other notes to a large amount, but I refused to do so because I did not know the parties. I told him, however, that I would make advances upon them if his father put his name upon them, and he said there would be no difficulty about that. In consequence of what I had said, old Mr. Dawson came up to see me, and told me (Feb. 1865) that his son had told him that I was willing to advance on paper, provided he would become responsible. He told me he had no objection to do so, because the Tannery and the business were wholly owned by himself. I remember his words well. He said William was not worth one single farthing. His son, W. B. Dawson, was not present on the occasion. I was aware of W. B. Dawson's position at the time, for I had been a law student in the office of Haviland & Brecken, Solicitors to the Bank, and I knew his position of my own knowledge. I knew that he was on the Jail limits. The old man had nothing to do with the first notes which I took. I am not sure that his name was upon them. I knew the parties themselves to be good. I would not have discounted them on W. B. Dawson's responsibility, for I knew he was not worth a straw. On the occasion of which I speak, the old gentleman asked me for a memorandum of agreement between W. B. Dawson and himself, which was in my possession. I went to my drawer, took it out, and handed it to him. He then drew my attention to that agreement, and we read it over together. He then said, "You see I have everything in my own hands, and I can turn William into the street to-morrow. According to the agreement what he said was correct. Keep that agreement, said he, it will shew you how we stand. I kept it; but subsequently, a year after, perhaps, I gave it to him at his request, although he denies that I did so.

Cross-examined by Mr. Thomson.—He asked for the agreement several times. He said to me, "Have you that agreement?" I said I had; and he then asked for it. I gave it to him, but he says I have it still. I have not; but I wish I had. After I gave it to him I saw him put it into his pocket. It was first entrusted to me confidentially; but there was nothing of the confidential character about it when he asked me to produce it in February, 1865, nor afterwards. It was not under seal. The original agreement dated 14th August, 1858, was to the effect that W. B. Dawson should serve Thomas Dawson, in the City Tannery, as superintendant and manager thereof, for a period of one year, or until notice should be given him that that the agreement must terminate at an earlier period. By the agreement the wages to be paid by Thomas Dawson, the father, to his son, W. B. Dawson, were to be £8 a month. But, by a second memorandum, added to the original, the period of W. B. Dawson's service was to be 5 years, and his salary was to be £12 a month. This second memorandum was dated 20th January, 1862. I swear that that document was the basis of the transactions between me and the old man. You see, said he, that I can discharge William at a month's notice, and turn him into the street. The arrangement for my advancing money was made between Thomas Dawson and me. He told me then that William had nearly ruined him once, but now, said he, I will have everything in my own name.

MR. C. PALMER.—Did he ever contravene or determine this agreement? No; he never alleged any breach of compact on the part of William, but, on the contrary, always expressed to me the greatest confidence in William until the week before he went away; and long after he had given that document to me he spoke to me as if the same arrangement existed between them. I had no reason to doubt that it did; I saw nothing but manifestations of confidence between the father and son. Old Mr. Dawson also referred me to some instructions which he had given me about a document which I drew for him before. The reference was to shew the terms which existed between him and his son W. B. Dawson. It was to shew the disposition which he had made of his property—to shew he had dealt with the Tannery property and interests entirely as his own. The old man was very angry with the Bank of P. E. I. at this time (February, 1865) and used very strong language about it. I did not understand the reason then, but I found it out after. He did not want, he said, to have anything to do with those fellows *down there*. He told me another objection which he had against going to the Bank, and that was that they would only discount 3 months notes; and that at the Tannery they had thought it wise to take 6 months notes from their best customers, because, by doing so, said he, we can better compete with the other Tannery. If we take 6 months paper from our best customers, we shall be giving a longer credit than the other Tannery can give. These customers can then, by paying one half, renew their notes for the other half, so that in this way they will virtually get a credit of 9 months. By this means, said he, we will get the best customers and leave the worst to Mr. Dodd. I asked what amount he would want; and he replied a large amount. He would not, he said, put a bit of paper into the old Bank again. I agreed to make the required advances. He referred me to what property he had—to what he was worth—to the amount of £10,000 or £15,000. You know pretty much how my property stands, said he. He would, he said, like to make arrangements with me which would obviate the necessity of his going to the Bank. I said, Mr. Dawson, there is one thing which I must tell you. I am not going to be bothered to give you notice as endorser when default is made by the makers of the notes. He said, "If you advance what we want, every note that comes into the Tannery shall be sent to you; keep them, and, if not paid, we will tell you what to sue on." He said, "If all the notes are left here, you know what I am worth, and you will be paid." "No notes," he said, "are taken without my seeing them; and, if brought up here, they will be left with you, and we will get what money we require. I have no objection to endorse them, because there is not a note taken but when I know the party is good. Even if not, you know what I am worth, and I am responsible." I said, if you endorse, you will have to waive presentment, notice, demand, and notice to you as endorser. That must be written above your name on every note you endorse. He said, "I perfectly agree to that." I think that ended our conversation on that day. In answer to the question Did you specially point out to Mr. Dawson what was your reason for insisting on that? the witness replied: Subsequently to that when the first notes previously taken became due, I notified the parties, the