

THE DAILY EXAMINER.

OCTOBER 11, 1886.

Burden of the Public Debt.

SIR CHARLES TUPPER came here as a public official and spoke as a public official whose desire and whose duty it is to promote the interests and maintain the credit of Canada.

We are not, as partisans, concerned in the vindication of Sir Charles Tupper; but we are bound, by the laws of hospitality and by the duty of defending a public official who has been foully assaulted while in this Province, to see that the facts of the case are fairly represented to the people of Canada.

The Patriot says that Sir Charles Tupper told a "whopper" about the public debt—that he said the amount of the public debt had not been increased. Sir Charles made no such statement. No one in his senses would tell an intelligent people that the Canadian Pacific Railway was built, the great Northwest opened for settlement, and public works of every kind erected throughout the length of the country, without increasing the amount of the public debt.

Such a statement would be contrary to reason and fact; and Sir Charles Tupper is one of the last men in the world to make it.

What Sir Charles Tupper said was that "The burden of debt per capita is only a bare shade above what it was in 1879." That is a fact; and the fact is within the bounds of reason. Suppose a farmer owed a debt of \$1,000, on which he paid interest at the rate of 6 per cent., the burden of that debt would be at the rate of \$60 a year; and suppose that he borrowed another thousand and built a mill, by which his business was so much improved and his credit so greatly enhanced that he was able to obtain all the money he wanted by paying interest at 3 per cent.—the burden of his debt of \$2,000 would still be \$60 a year, precisely the same as it was when he owed only \$1,000.

This is somewhat like the fact with respect to the public debt of Canada. The public debt is larger than it was, but the rate of interest paid is so much lower and the population has increased to such an extent, that the burden of the debt per capita is now very little greater than it was before the Canadian Pacific Railway was begun.

According to the most recent official statistics, the burden of the public debt per head of the population was in 1877 \$1.51 and in 1885 \$1.59. In each year, the price of a glass of rum, or the price of a pound of sugar, per head of the population, pays for the Canadian Pacific Railway and for all the other great public works which have been constructed since 1877 for the development of the country and for the benefit and advantage of its people! Sir Charles Tupper's statement is strictly correct.

Moreover, as the Canadian Pacific Railway attracts taxpayers to the country, and the Northwest fills up with people, the burden of the public debt will be proportionately lighter; for, just as every shoulder placed under a load makes the load easier for those who have to carry it, so every taxpayer brought into the country lightens the burden for all the other taxpayers.

The Salvation Army's Denial.

THE Salvation Army, through the columns of the Patriot, inform the public that the statements contained in Friday's issue of THE EXAMINER, relating to the meeting the night before, "are false;" and Captain Archibald, from the platform of the "Barracks," repeats this denial—at the same time stating that they do not care what the public say about them and hinting the proceedings might be taken against THE EXAMINER.

It is difficult to understand this denial, except on the ground that the Salvation Army do not care what they do, let alone care what is said about them, and that persons who were so indecent and dishonest as to issue about two thousand tickets for admission to a building that was only suitable for nine hundred persons—and, after it was filled, to continue selling tickets—would also be dishonest enough to deny it afterwards.

The statements in Friday's EXAMINER, and the charges preferred by us are true, notwithstanding Mr. Archibald's denial. The deceived public know they are true, and those who were victimized know they are true. In the face of this and of the facts, it is extraordinary that anyone would have the hardihood to deny them and expect the public to believe him.

But we are told in the Patriot that although there were two thousand present less than one thousand tickets were sold, and that the balance was made up by persons to whom tickets were given. Now, the number of reserved seat tickets was announced to be limited to two hundred. These tickets were placed at 25 cents, the unreserved tickets being 10 cents each. We understand that Mr. Archibald admits the proceeds of the night to be \$150. Allow, therefore, \$50 as representing the two hundred reserved seats, we have \$100 left which would represent one thousand and 10 cent tickets, which added to the two hundred reserved seat tickets, makes 1,200 persons who purchased tickets; then add the 1,000 to whom they say tickets were

given, and we find that 2,200 people who had the right, by virtue of their tickets, to accommodate in a hall that could not reasonably accommodate more than 900. These figures do not include the soldiers that came from the station with Gen. Booth, and who occupied seats on a platform. They numbered at least 160 and were admitted without ticket at the rear door.

At the time of writing our article on Friday last, we were not aware that 1000 tickets were given away, nor were we aware that, although in some instances money was refused to be taken at the door in place of tickets, that later in the evening the ten cent piece was taken and the ticket dispensed with. Both the giving of tickets and the taking of money in lieu of a ticket, were direct violations of the understanding upon which the public had been induced to buy, and are two more charges which should be included in our article of Friday last.

Regarding Mr. Archibald's hint that proceedings may be taken against THE EXAMINER, we beg to inform that gentleman that at the proper time and in the proper place we can prove all we have published, which will be a complete defence to any action he may be so ill-advised as to take. In the meantime, however, neither threats, nor denials, nor bluster nor bombast will deter THE EXAMINER from doing its duty, as a public journal, in exposing and commenting on conduct which may have had for its motive money, and which placed in jeopardy the lives of thousands of people, representing all denominations of religion and classes of society, including therein mothers and fathers—many of the best citizens of Charlottetown, and upon many of whom the living of others depended; and upon conduct which was the means of obtaining money from many others upon a false pretence that no more tickets would be issued for persons than the Hall could accommodate.

Bank of P. E. Island vs. John Ings.

At the time of this trial many of our readers were interested in its progress from the parties to it being well known, and from the importance the public at that time attached to all the affairs of the unfortunate Old Bank.

Mr. Ings was a shareholder in the Bank of P. E. Island, and in the course of some dealings he had with Mr. F. W. Quirk, he gave the Bank of P. E. Island his note for some \$6,000. This was after the Bank suspended payment. The Union Bank then held a draft, which had been drawn in its favour by the Bank of P. E. Island a few days before its failure, on a Bank in Halifax, which was refused payment by the Halifax Bank, because word of the Bank of P. E. Island's failure had reached Halifax before this draft was presented. Mr. Ings bought this dishonored draft—which was for nearly the same amount as his note—from the Union Bank, and when his note fell due he presented it to the Bank of P. E. Island as a set-off against his note for \$6,000, which the Bank of P. E. Island still held. The Dominion Parliament had passed the Act for winding up Insolvent Banks, a few days after Mr. Ings had given his note to the Bank of P. E. Island. The liquidators of the Bank of P. E. Island refused to allow this draft as a set-off. They wanted Mr. Ings to pay them his \$6,000 in full, and to whatever dividend the Old Bank could pay for his draft. Mr. Ings refused to do this, and the Bank of P. E. Island sued him for his note, and he set up the draft by way of defence.

The case was tried before Judge Potors and a jury, who gave a verdict for Mr. Ings. This verdict was set aside by our Supreme Court, and a new trial was granted, because it was held that, inasmuch as Mr. Ings was a shareholder in the Bank of P. E. Island, he could not plead asset-off in respect of any claim on him by the Liquidators, and because the "Winding-up Act" forbids any person, within thirty days before proceedings are taken to wind up a bank, to purchase the notes or drafts of such Insolvent Bank, to set them off, by way of defence, against his indebtedness to such Bank, if the person buying them knows, or has reason to suspect such insolvency.

Mr. Ings' answer to this was, that the Act had not been passed when he bought the draft, and therefore the Act could not render his purchase of it illegal. The Court, however, held that the Act was retrospective in its operation, and rendered Mr. Ings' act unlawful. It was also contended that the transaction, on Mr. Ings' part, was a mere contrivance to obtain a preference for the Union Bank, of which he was a Director.

On the new trial the Court ruled all these points against Mr. Ings, and the jury, guided by the law, as so laid down, gave a verdict against Mr. Ings, who then appealed to the Supreme Court of Canada. This Court reversed the judgement of our court on all points. As those who followed the case, as noticed from time to time in THE EXAMINER, especially such of them as are creditors of the Bank of P. E. Island, will be interested to see the final decision of a case, which tends to somewhat lessen their dividend, we publish the judgement of the Supreme Court of Canada, delivered by Judge Strong, in which all the other judges concurred:—

JUDGE STRONG.—"I think it was very clearly and satisfactorily proved that the appellant acquired the draft which he seeks to set off bona fide and for a valuable consideration, and that he does not hold it as a trustee for the Union Bank; nor was it endorsed to him in order to carry out any fraudulent or collusive contrivance to enable the Union Bank to obtain preference. "If the 7th section does not apply to the case, there can be no doubt that under the second part of the 6th section it was perfectly legal for the appellant to purchase this draft, and he was entitled to set it off against his promissory note given to Quirk and endorsed by the latter to the respondents, and now sued on in this action. "I am of opinion that the 7th section does not apply to two reasons: In the first place,

as the appellant bought the draft before the Act passed, to make it applicable to the appellant would be manifestly to give it an ex post facto effect, an objection which is not answered by calling it a right of set-off of a mere matter of procedure. The rule being that an ex post facto construction will never be adopted when substantial rights are affected, even in respect of matters of procedure.

"Next, the 7th section, in terms, is, as plainly as words can make it out, confined to cases of set-off by contributors against claims for contributions, and this is not such a claim. The only argument against this interpretation, which the language of the clause manifestly calls for, is that so to construe it implies that in respect of all claims other than those transferred within the time limited in sec. 75, the contributory would have a right of set-off against his liability for calls; which, if such a consequence would follow or not, it is not necessary now to decide, but certainly such an argument is entirely insufficient to warrant a construction which would place a contributor, who has paid up his calls but who is also liable to the bank as an ordinary debtor, in a worse position than other debtors; there is nothing in the statute depriving a debtor of the bank sued upon a promissory note from purchasing a negotiable instrument upon which the bank is liable, and setting it off; and a person who may happen to be a contributory stands in no worse position in this respect, than any other debtor of the bank, unless indeed we are to import by implication into the statute a prohibitory clause making a distinction between a debtor, who happens also to have been a contributor, and one who was not so liable; such a mode of construction I never before heard of, and no principle can be suggested, nor authority cited, to warrant it. "I think, therefore, the respondent wholly fails in supporting the judgment of the court below, which must be reversed, both as regards the refusal to grant a new trial and on the demurrer, and the rule for a new trial must be made absolute in the court below as being against the weight of evidence and for misdirection, and judgment entered for the appellant on the demurrer, with costs to the appellant in both Courts."

Chief Justice Sir W. J. Ritchie and Judges Fournier and Taschereau concurred.

JUDGE HENRY.—"I have no doubt that the party was entitled to take the note that he did, and that having taken it before the call was made upon him, he had a right to set it up against the claim of the bank. If he had purchased it after the call was made, he would stand in a different position. Here the call is of a certain and definite nature, and not a mere matter of account between the parties. If a call is made upon a contributory he is bound to pay it, unless the bank owes him at the time, in which case he has a right to a set-off. I therefore agree in the judgment of my brother Strong."

THE POWER SHOOTING AFFAIR.

SOME IMPORTANT TESTIMONY—NATHANIEL DECOUREY IDENTIFIED AS THE MAN WHO FIRED THE SHOTS—THE STRUGGLE FOR THE REVOLVER—KNOCKED SENSELESS WITH A CRUTCH.

NATHANIEL DECOUREY (colored) and his son George, a young man but with one leg, were arraigned before His Honor the Stipendiary Magistrate this forenoon, charged with assaulting Michael Power with intent to do grievous bodily harm. Mr. F. Peters appeared for the defendants. A goodly number of spectators were present, and the DeCoureys did not look at all ruffled over the affair. The following evidence was heard:—

MICHAEL MCCARTHY (sworn)—About half-past twelve o'clock on Thursday morning last, myself, Michael Power, Joseph Durong, a man named McManus and another whom I did not know, were going up Pownall Street. When near Sloggett's corner we heard a row and ran over to see what it was about. I saw a crowd come out of the lane and Nathaniel DeCourey after them flourishing a revolver. I saw DeCourey fire two shots from the revolver. The shots were fired in quick succession, and the second struck Power. I was about a yard from Power and four or five yards from DeCourey when the shots were fired. As soon as the second shot had been fired Power told me that he was shot. I at once clinched DeCourey, knocked him down, and thought to get the revolver from him when I received a blow on the head from a crutch in the hands of George and was knocked over. When I recovered from the blow the row was all over and I did not get the revolver. While struggling with DeCourey I got hold of the revolver, but before I had time to secure it I was hit with the crutch. George roared at me not to hurt his father. DeCourey was excited and roaring when he was firing the shots, but I could not tell what it was about. Martin Hogan came along from the direction of the Exhibition grounds about the time the shot were fired. A crowd came out of the lane, but I could not tell the names of any of them. We had not spoken a word to any person, and had but just arrived on the scene when the shots were fired. I cannot tell why the shot was fired at Power. Power was not drunk, but had some ale in him. It was the first time I had been down in that neighborhood that evening, and never had any row with the DeCoureys. DeCourey had the revolver in his right hand when I clinched him.

Cross-examined by Mr. Peters—I was on the centre of Euston Street, near the pump, when the shots were fired. We were running to see what the row was about. DeCourey was just after coming out of the lane a couple of yards behind the crowd. I saw both shots fired, and it was the second shot that hit Power. I had been taking a little to drink that evening; had been into Richard Coady's and John Joy's, and had taken about five glasses of ale and a half glass of brandy. I was sober. Power was not with me all the time. I met him near Offer's gangway about half-past eleven o'clock on Wednesday night. I own a revolver but never carried it in my life. The night was fine and clear, and I saw all the DeCoureys in the crowd that came up out of the lane.

MARTIN HOGAN (sworn)—About half-past twelve o'clock on Thursday morning I went out Lower Spring Park Road, and on returning heard yelling in the lane. I do not remember whether or not I went down the lane a piece. I came up to Weeks' corner, and saw Joe Durong there. While speaking to him I heard the shots fired. I think the shots were fired on the street towards the pump. I think I heard George DeCourey sing out, "Mike, don't hurt my father." At the corner I saw two men in a scuffle, but could not see who they were, as they were in a corner and I was pretty drunk. I heard some one sing out that he was shot, but do not know who it was.

Just after this I met Power, McCarthy and Joe Durong. I do not know that Power said he had been shot. I then went home.

Cross-examined by Mr. Peters—At the time I heard the shots I was at Sloggett's corner, but could not see very far as I was drunk. I gave Power a flask of whiskey about fifteen minutes after the shots were fired. I did not know that he was shot. He appeared all right and walked up to the corner with us. I heard McCarthy say that some one was shot. He did not say that Power was shot. Earlier in the night I heard two shots fired from a wagon on the road near Boyle's. I do not know who was in the crowd.

JOSEPH DURONG (sworn)—I was with Power, McCarthy and two others whose names I did not know. When we got to Sloggett's corner we heard the noise of a scuffle in the lane. Power and McCarthy went to see what was the matter and I remained at the corner. Hogan afterwards went down. Shortly afterwards I took a walk down. On the way I met Power. He said, "Is that you, Joe?" I said "Yes;" and he walked with me as far as Sloggett's corner. After that we went down to Thorne's and found the doors locked. We sat on the cellar hatch. Power was very quiet and did not say anything. After a time he said, "Joe, I'm shot." I did not believe him and commenced laughing, whereupon he pulled up his shirt and showed me a bullet wound in his stomach. I told him I would go for a doctor, and he told me to take him home. Two St. John fellows and Paddy Hughes accompanied me home with Power. Power had some liquor in him but was not drunk.

Cross-examined by Mr. Peters—I did not know any person in the crowd. I met McCarthy and Power at Joy's and was with them about an hour. I was not down the lane that evening. I think there was a kind of a scuffle before the shots were fired.

DR. PETER CONROY (sworn)—I was called to see Power about 2 o'clock on the morning he was shot. I examined him and found that he had a bullet wound on the right side of his abdomen, penetrated through the lower border of the liver and is probably lodged in the muscles of the back. I think it went in a straight course. I did not consider it proper to probe the wound. Power is doing well, but is still in great danger of dying.

Cross-examined by Mr. Peters—Power told me that he did not know who he was shot till he was on his way home—about twenty minutes after it happened. He told me that he heard the shots, but did not know who fired them. I think he told me there was a row of some kind. He did not appear to be in liquor when I saw him, but he told me he had had several drinks of ale. The first question I asked Power was as to who shot him. He said he did not know but was told it was DeCourey. He also said that he did not know why he did it as he (Power) had never done anything but favors for the family. The bullet is 32-calibre or perhaps larger. It did not penetrate the bowel, and could not have struck a more favorable place.

This testimony closed the evidence at present obtainable, and the DeCoureys were remanded for eight days.

THE BEST YET.

I AM INSTRUCTED TO SELL BY PUBLIC AUCTION, ON THE PREMISES,

On Saturday, 16th of October Next, AT 2.30 P. M., In Acre, Pasture and Building Lots,

situate at the head of Queen Street, that Plot of Land North of KILBURN AVENUE, and South of the Residences of M. McLeod and W. E. Dawson, Esqs (see Hand-bills with Plan annexed). There is nothing like this land to be had in the Royalty, because:—

- 1st. It is within two minutes' walk of the city limits. It is high and dry, and commands an excellent view of the city.
2nd. QUEEN STREET is now opened right up to this valuable property, and Building Lots there, while nearer to the market than some parts of the city, are exempt from city taxes. Examine and judge for yourselves.
Terms—25 per cent. at sale; the balance in three years, in equal instalments bearing interest at 6 per cent.

ALSO—A Farm of about 50 acres, nearly all in a high state of cultivation with a large Barn and Farm Cottage, situated in West Royalty, fronting on Gillen's Creek, about two miles from the city. Pasture Lot No. 216, containing 14 acres of good land, fronting on the North River Road, about two miles from the city, and The Brighton Tannery, in good working order, with all its Plant complete. Terms at Sale. A. McNEILL, Auctioneer.

Charlottetown, Oct. 11—d sale

HORSES

—AND— FARMING IMPLEMENTS.

BY Auction, on WEDNESDAY next, 13th inst., at 12 o'clock, noon, at Marshallfield, the residence of J. & D. Mullins, one mile from the city, on the Malpeque Road, the following stock, &c:—

- 1 Mare, in foal to All Right.
1 Filly, 2½ years old, sire Royal Harry, dam by Flying Frenchman.
1 Foal, sire Black Pilot.
1 Mare, by Flying Frenchman, in foal to Robbio Lee.
1 Mare, 8 years old, sire Golden Leaf, dam Saldin.
1 Single Driving Wagon, 1 Express Wagon.
1 Shovel, 1 Light Driving Sleigh (new), 1 Cart and Farming Implements, and several Moveable Buildings, lot of Single and Heavy Harness. Sale positive. No reserve. A. H. B. MACGOWAN, Auctioneer.

Oct. 11, 1886—21

APPLES, ONIONS, &c.

BY Auction, WEDNESDAY, Oct. 13th, at 10.30 o'clock,—

100 BARRELS APPLES, just received via Picou Landing, in Gravensteins, &c.

15 Barrels Onions, Also—FRUIT ex Boston steamer. A. McNEILL, Auctioneer.

Charlottetown, Oct. 11—21

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Tremendous Big Stock---Wonderful Low Prices ---Cannot be Undersold by Anyone.

WE are satisfied it will amply repay to look through our stock of Dress Goods, in all the newest fabrics, selling very cheap.

The Velvet Department is full of the newest Velvets, in Silk Velvets, Velvettas, Velveteens for trimmings and dresses (beautiful goods) selling very cheap.

The Millinery Department is brim full of everything new in that line, and in charge of one of the best Milliners in the city. The ladies will find Hats and Bonnets, ready trimmed, or will be trimmed to order in first-class style. Customers to this department cannot fail to get the best satisfaction.

Ready-made Clothing and Gents' Furnishings—This department is our Specialty, and we will, this season, show the Cheapest Overcoats, Reefers and Suits, Bear-skin Coats, Raccoon-fur Coats ever offered on P. E. Island, and would advise you to look at our goods and prices before buying, and you can feel fully assured of saving money.

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Ch'town, Sept. 30, 86—4y wy

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A FACT

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In CLOCKS, a large assortment of eight-day and thirty-hour pieces, varying from one dollar up to twelve dollars.

SILVERWARE, in Castors, Butter Dishes, Pickle Dishes, Cake Baskets, Knives, Forks, Spoons, Napkin Rings—all in prices that cannot be surpassed.

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Special and personal attention given to the Repair of Watches, Clocks and Jewelry Work done promptly and guaranteed.

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Sept. 15, 1886—1 aw & wly