

The Daily Examiner.

TERMS—FIVE DOLLARS A YEAR.

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NEW SERIES.

CHARLOTTETOWN, PRINCE EDWARD ISLAND, MONDAY, SEPTEMBER 19, 1881.

VOL 9.—No. 101.

THE DAILY EXAMINER

IS ISSUED EVERY EVENING,
BY THE EXAMINER PUBLISHING COMPANY,
FROM THEIR OFFICE, CORNER OF WATER
AND GREAT GEORGE STREETS,
Charlottetown, P. E. Island.
RATES OF SUBSCRIPTION:
Six Months, \$2 50
Three Months, 1 25
One Month, 0 50
Advertising at most moderate rates.
Contracts may be made for monthly,
quarterly, half-yearly or yearly advertise-
ments, on application.

ALMANAC FOR SEPTEMBER 1881.

MOON'S CHANGES.

First Quarter 1st day, 9h. 56m., a. m., N. E. (below horizon).
Full Moon 7th day, 12h. 27m., midnight, S. E.
Last Quarter 16th day, 3h. 49m., a. m., S. E.
New Moon 23rd day, 7h. 42m., a. m., W. (below horizon).
First Quarter, 30th day, 5h. 39m. p. m. S.

DAY OF WEEK	Sun rises	Sun sets	Moon rises	Moon sets	High water	Days ltr. h.
1 Thursday	5 26	6 34	1 38	2 55	13 5	2
2 Friday	5 27	6 32	2 35	4 6	13 5	3
3 Saturday	5 28	6 30	3 34	5 57	13 5	4
4 Sunday	5 29	6 28	4 31	7 5	13 5	5
5 Monday	5 30	6 26	5 28	8 16	13 5	6
6 Tuesday	5 31	6 24	6 24	9 10	13 5	7
7 Wednesday	5 32	6 22	7 19	9 56	13 5	8
8 Thursday	5 33	6 20	8 18	10 29	13 5	9
9 Friday	5 34	6 18	9 16	11 42	13 5	10
10 Saturday	5 35	6 16	10 14	12 39	13 5	11
11 Sunday	5 36	6 14	11 11	1 32	13 5	12
12 Monday	5 37	6 12	12 7	2 21	13 5	13
13 Tuesday	5 38	6 10	1 2	3 6	13 5	14
14 Wednesday	5 39	6 08	1 53	4 20	13 5	15
15 Thursday	5 40	6 06	2 53	5 20	13 5	16
16 Friday	5 41	6 04	3 52	6 16	13 5	17
17 Saturday	5 42	6 02	4 50	7 20	13 5	18
18 Sunday	5 43	6 00	5 48	8 20	13 5	19
19 Monday	5 44	5 58	6 45	9 16	13 5	20
20 Tuesday	5 45	5 56	7 42	10 10	13 5	21
21 Wednesday	5 46	5 54	8 38	11 0	13 5	22
22 Thursday	5 47	5 52	9 34	11 48	13 5	23
23 Friday	5 48	5 50	10 29	12 34	13 5	24
24 Saturday	5 49	5 48	11 24	1 19	13 5	25
25 Sunday	5 50	5 46	12 19	2 04	13 5	26
26 Monday	5 51	5 44	1 14	2 49	13 5	27
27 Tuesday	5 52	5 42	2 9	3 34	13 5	28
28 Wednesday	5 53	5 40	3 4	4 19	13 5	29
29 Thursday	5 54	5 38	4 0	5 04	13 5	30
30 Friday	5 55	5 36	5 0	5 49	13 5	31

FIRE! MARINE! LIFE!

HORACE HASZARD,
General Insurance Agent,

Commercial Union Fire Assurance Company, of London, Eng.,
CAPITAL, £2,500,000 STG.

Western Fire Assurance Company, of Toronto, Ont.,
CAPITAL, \$800,000.00.

British America Fire Assurance Company, of Toronto, Ont.,
CAPITAL, \$500,000.00.

Sun Mutual Life & Accident Insurance Company, of Montreal,
CAPITAL, \$500,000.00.

MARINE INSURANCE ALSO EFFECTED.

Risks taken on all descriptions of Property at LOWEST RATES.

Office—Corner of Queen and Lower Water Streets.

Charlottetown, April 4, 1881—4f.

More New Goods.

40 CASES AND BALES!

JUST OPENING AT

J. B. Macdonald's, Queen Street.

Black and Colored Cashmeres, French Merinos, Fancy Dress Goods, Plaids, Winceys, White and Grey Cottons (cheaper than ever), Prints, Satins, Silks, Feathers, Gloves, Hosiery, Ribbons (new shades), Ladies Black Straw Hats, at cost.

As these Goods will have to be cleared out before regular Fall Goods arrive, Cash customers can depend on getting Bargains.

J. B. MACDONALD,
68 Queen Street, Charlottetown, Aug. 17, '81—wly, pat pres

CHEAP CASH STORE!

HEARTZ'S OLD STAND,

Opposite the Market.

THE Subscriber would inform the purchasing public that he has opened in the above well-known Store a large and varied assortment of Goods in the following lines:—

Hardware, Stoves, Groceries, Earthen, Glass and Wooden Ware, Dye Stuffs, &c., &c.,

Which he is prepared to sell to Cash Customers at a SMALL ADVANCE ON COST.

Nails and Spikes, Iron and Steel, Paint (all colors); Boiled, Raw, Sweet, Lard, Machinery, Wool, Codfish and Kerosene Oil; Varnishes, Glass and Putty, Forks, Shovels, Spades, Hoes, Rakes, Rope, Hames, Whips, Chains, Hinges, Locks, Latches, Screws, Saws, Cutlery, Scales, Guns, Revolvers, Cartridges, Powder, Shot, Tea Trays, &c., &c.

Teas, Sugars, Coffees, Molasses, Spices, Canned Goods, Salt, Rice, Split Peas, Beans, Barley and General Groceries.

FLOUR, OAT AND CORNMEAL.

FRUIT—in Layer, Muscatel and Valencia Raisins, Currants, Figs, Dried Apples, Almonds, Nuts, Dates, Oranges, Lemons, etc., etc.

GLASSWARE—in Lamps, Glasses and Shades, Tumblers, Goblets, Celery Glasses, Table Sets, Pickle and Preserve Dishes, Water Caraffes, etc., etc.

WOODENWARE—in Buckets, Brooms, Tubs, Washboards, Churns, Baskets, Seives, Measures, etc., etc.

EARTHEN AND STONE WARE—in Milk Dishes, Butter Crocks, Jars, Flower Pots, Molasses Jugs, Preserve Jars, Churns, etc., etc.

BRUSHES—in Whitewash, Paint, Varnish, Sash, Marking, Tar, Scrubbing, Stove, Shoe, Bannister, Crumb, Window, Horse, Shaving, Hair and Tooth, etc.

STOVES—a large assortment daily expected from Fawcett's Celebrated Foundry Sackville.

Please call and examine quality and prices. Goods delivered at Steamers, Railroads and private residences in the City free of charge.

HENRY BEER.
Charlottetown, May 27, 1881—2aw wly

THE FIRE Insurance Association!

(LIMITED),
OF LONDON, ENGLAND.

Head Office, Corner Leadenhall Street, London.

Capital \$5,000,000

Reserve Fund 250,000

Deposited with Dominion Govt. 100,000

Policies issued and losses settled promptly without reference to Head Office.

J. R. BRECKEN,
Bank of P. E. I., Agent for P. E. I.

FRED. W. HYNDMAN,
Sub-Agent.

Sept. 13, '81—3m 2aw, pat 3m

ARCHIBALD McNEIL & FORBES,

SHIPPING AND Commission Merchants,

—AND—EXPORTERS OF PRODUCE,

44 South Street, - New York City.

N. B.—Cash paid for, and advanced here on, consignments of Potatoes.

Chas. H. McNeil, Agent, 49 Water street, near Queen, Charlottetown. [see 14 lm wly]

W & A. BROWN & CO.

HAVE JUST RECEIVED

A LARGE SHIPMENT OF

AUTUMN GOODS,

AMONG WHICH ARE:

New Black and Cream Silk Laces, Black Silk Fringes (in variety), Black Satins, Mantle Ornaments, Ladies' Ulsters, Dolmans, Mantles, Fur Cloaks, &c.

Black Straw Hats, Printed Cottons, Oxford Shirtings, Winceys, Scotch Tweeds, Worsted Coatings, &c.

The above Goods were selected by Mr. A. L. Brown, who is now in the English markets buying for the firm.

We have also received a lot of

Canadian Grey Flannels, Grey Cottons, Tweeds, &c.,

All of which will be disposed of at our usual low prices.

W. & A. BROWN & CO.,
Aug. 31, '81. British Warehouse.

NEW COAL DEPOT!

Beer's Wharf (Late Duncan's.)

THE subscriber wishes to intimate to his friends, and the public generally, that he has opened a Coal Depot at the above named place, where he is prepared to receive orders for all the leading kinds of Coal, and fill them at lowest possible rates.

R. McMILLAN,
Ch'town, Aug. 18—cod, wly 1m pd

Marine Insurance Company

—OF—

Prince Edward Island.

ROBT. LONGWORTH, Esq., President.

Directors:
HON. L. C. OWEN, D. R. M. HOOPER, Esq.,
T. HANDEMAN, Esq., B. ROGERS, Esq.,
G. R. BEE, Esq., SAMUEL MITCH, Esq.

Risks taken daily on Vessels, Cargoes and Freights, at their Office, Corner of Great George and Lower Water Streets.

FRED. W. HALES,
Ch'town, April 25, 1881. Secretary

NEW Paper Bag Factory!

KENT STREET,

Between Queen and Pownall,

Charlottetown, P. E. I.

EVERY quality and size of Paper Bags for Grocers, Dry Goods men, Confectioners, Bakers, Druggists, and Pastry Bakers' use, in stock or made to order at short notice, and sold at Montreal prices, with usual trade discounts.

Parties having quantities of paper in stock can have it made into bags without loss of time and at much less cost than they can import them.

Orders respectfully solicited.

E. H. BABBITT,
July 27—3m

ALFRED A. BOWN,

AUCTIONEER

—AND—

General Commission Merchant

ST. JOHN'S, NEWFOUNDLAND.

Solicits consignments of all kinds of Produce Butter, Eggs, Vegetables, etc., etc.

Prompt returns guaranteed. Good references on application. [ju 17 6m oaw]

THE DAILY EXAMINER.

SEPTEMBER 19, 1881.

Let the Public Judge Between us and the "Patriot."

The Patriot, of the 19th inst., begins his labored article on the Lawson-Pressbytery case, by attributing to us motives which did not prompt our action in answering our contemporary. His repeated and violent attacks on the Commission was the cause of our entering on this controversy.

The Patriot has wonderful adroitness in the art of misrepresentation. Witness the following. We said: "It is clear that Mr. Lawson did not gain access to the books of the Summerside Bank as he desired and had bargained for." And we asked whom the Patriot blamed? This statement and enquiry our neighbor, on the 14th, puts thus: "The Examiner finds himself reduced to the necessity of enquiring whose fault it was that Mr. Lawson did not avail himself of the permission given him by Mr. Stewart to obtain what evidence he could from the books of the Summerside Bank." There may be smartness in this reply but it lacks solidity, being devoid of good morals. We made no statement involving—we asked no such foolish question. The best method of crushing such artifice is to produce the original correspondence on the subject in hand, which we now do.

MR. LAWSON TO MR. W. D. STEWART.

CHARLOTTETOWN, April 2, '81.

Sir,—I am assured by Directors of the Union Bank of this City, and the Summerside Bank, that if you consent they will allow their Cashiers to search for and produce documents, if any, and also to testify personally in regard to any knowledge they have or may obtain with respect to the imaginary ships *Fletching* and *Montezuma*, and payments made by Mr. W. T. Income, of Halifax, with a view to clear the innocent and expose the guilty, at the coming trial by Presbytery in May. Please, do you consent or refuse? Would you write your reply and send it by the bearer, and oblige.

Yours respectfully,
S. G. LAWSON.

W. D. STEWART, Esq., Charlottetown.

[To this no reply was sent.]

THE SUMMERSIDE BANK CASHIER TO MR. W. D. STEWART.

SUMMERSIDE BANK,
SUMMERSIDE, P. E. I.,
5th April, '81.

W. D. STEWART, Esq., Charlottetown.

DEAR SIR,—Rev. Stephen G. Lawson has written our Board of Directors asking them to allow me to produce the accounts and letters of Pidgeon & Stewart with this Bank, and give evidence before the Presbytery, "in the interests of truth and justice, and to clear the innocent whoever he may be?" With regard to the evidence, he says, "There is any implicating the said Mr. W. D. Stewart, if he is guilty; and if he is not guilty, that his innocence may be established and published over the Dominion of Canada." But as our Board are unwilling to do so without your consent, I have to request that you will please intimate to us as soon as possible your pleasure in this matter.

Yours truly,
ROBT. MCC. STAVERT,
Cashier.

MR. W. D. STEWART'S REPLY.

CHARLOTTETOWN, April 6, 1881.

DEAR SIR,—S. G. Lawson wrote me on the 2nd inst. upon the subject matter of your letter of the 26th inst.; his letter remains unanswered, as I decline holding any communication with him. You will, therefore, readily apprehend that your Board of Managers must treat Lawson's request upon their own responsibility. I refuse taking any part in the matter.

I am, my dear sir,
Yours truly,
W. D. STEWART.

ROBT. MCC. STAVERT, Esq., Cashier Summerside Bank.

MAY 4th, 1881.

To R. MCC. STAVERT, Cashier Summerside Bank.

You are hereby cited to appear before the Presbytery to give evidence in the Stewart-Lawson case, at half-past seven o'clock this evening. Bring any documents you may have bearing on the case. Expense will be paid. Mr. W. D. Stewart requests your attendance.

J. M. McLEOD,
Presbytery Clerk.

SUMMERSIDE BANK,
SUMMERSIDE, 4th May, 1881.

REV. J. M. McLEOD, Ch'town.

DEAR SIR,—Your telegram is received, but I conclude it is useless for me to obey your citation, as I cannot open my mouth to answer in Church courts; and, besides, being alone in Bank, I cannot leave on such short notice. Mr. Stewart's willingness would make no difference, unless I have the consent of our Board of Directors.

Yours truly,
ROBT. MCC. STAVERT,
Cashier.

In reference to this correspondence we remark that it shows throughout a reluctance on Mr. Stewart's part to give the permission sought. The Directors were willing to grant the request; so was Mr. Stewart. But Mr. Stewart refuses to take "any part in the matter," and throws all the "responsibility" on the Directors; plainly hinting that there was responsibility. How much responsibility and how far he was to press that responsibility, are left undefined; but all the more threatening was the aspect of the statement, because of such vagueness. Thus matters stood when the Presbytery entered, in May, on Mr. Lawson's trial. It is clear that he did all he could by his own personal efforts, to gain Mr.

Stewart's consent, and that of the Directors. The bar in the way still remains—i. e., Mr. Stewart's refusal to grant permission.

Mr. Lawson knowing his right, and the power of Presbytery over Mr. Stewart as a member of the Presbyterian church, insisted that the Presbytery exercise its authority in this matter and compel Mr. Stewart to remove the bar above referred to. Instead of granting this right, the Presbytery sanctioned a compact between Messrs. Lawson and Stewart, which conferred on the latter the privilege of examining witnesses and of addressing the court at the close of the trial. Mr. Lawson was also to procure a witness against himself, and to pay the necessary expenses of the same. The Clerk's telegram to Mr. Stewart, Cashier of the Summerside Bank, and Mr. Stewart's reply thereto, is the result of this agreement. But still the books of the Bank are not yet reached; "the consent of the Board of Directors" is not obtained and access to the books, therefore, remain still barred. That the consent of the Directors was what Mr. Lawson sought from the first and throughout his correspondence on this subject, is evident from the foregoing letters. In this shape the matter was submitted to Presbytery, when it sanctioned the arrangement above referred to between Messrs. Lawson and Stewart. In this shape the Presbytery took hold of it, and in this shape they acted on it when they ordered the telegram to be sent to Mr. Stewart. Did they gain the consent of the Directors? They did not? Why? Will the Patriot say they did not act rightly in the matter? One thing is clear. Mr. Lawson cannot be held responsible for this failure. He did all that was possible to do, and more than he had any right to do, to gain this consent. The Presbytery's telegram, to say the least, is not explicit on the one point of importance, the consent of the Directors. The telegram does not state that Mr. Stewart lifted that responsibility off their shoulders, which, in a very emphatic and direct way, he had placed there. It says nothing like this. The word Directors is not found in the Presbytery's telegram! Mr. Stewart's eye at once lights upon a difficulty. The telegram states that Mr. Stewart requested Mr. Stewart's presence before Presbytery; but this was not granting "permission" to the Directors, whose officer Mr. Stewart is, and therefore his lips remain closed on the point stipulated for by Mr. Lawson, and, consequently, he concludes his presence before Presbytery was "useless." He did not appear before it. In view of these facts we now must withdraw our admission, formerly made, to the truth of the Patriot's statement, to the effect that Mr. Stewart gave permission to the Directors and that that permission was telegraphed to Mr. Stewart. The telegram speaks for itself, and shows that the Patriot can make history to suit exigencies. We had not seen the telegram when we made the admission.

What happened in Presbytery on receipt of Mr. Stewart's response to its telegram, we give in Mr. Lawson's own words. He protested against Mr. Stewart getting any more favors before the Court, as the conditions procuring them had not been fulfilled. But the Presbytery refused to grant a request that seemed most reasonable. After the first part of his trial was over, Mr. Lawson says he went to Summerside and saw the Directors, "who told him they were legally responsible, that the telegram from the Presbytery's clerk was not legal proof of Mr. Stewart's permission," which, doubtless was true. But if legally free, they must have Mr. Stewart's written permission, and then they would readily grant all the evidence in possession of their Bank." This information was communicated to Mr. Stewart through David Lawson, Esq., in order to gain his permission, and have the books forwarded for the second part of the trial. But Mr. Stewart absolutely and scornfully refused to comply with the request to give his written permission. At the second part of the trial, Mr. Lawson assures us that he reported this state of things to the Presbytery, and asked Presbytery to enjoin on Mr. Stewart to give written permission. But they refused to ask him to do so. Nor would they withdraw from Mr. Stewart the privileges which had been granted to him on supposition that the consent of the Directors would be obtained through Mr. Stewart's permission, though urged to do so by Mr. Lawson. And although Mr. Lawson says that he protested, and appealed to the Synod against such action, it seems that in the accidents which accompany troublesome times there is no record of this appeal in the proper quarter. So Mr. Lawson informs us. But wholly independent of Mr. Lawson's statement in the matter, the authentic documents above given fully establish the fact that the Directors on this day are not relieved of their responsibility by Mr. Stewart. Whose fault this is we have not said. But we have said, and now repeat it, Mr. Lawson is not to blame. We leave the matter in the hands of a discerning and honest public jury.