

EXTRAORDINARY SALE OF Ladies' Dress Goods.

Having a Large Stock of Fine-All-wool Light Dress Materials, we will make the following Reduction in Price to make a speedy Clearance:—

Fine All-wool Dress Goods,	regular price 24c, now 16c
Fine All-wool Dress Goods,	33c, " 23c
Fine All-wool Dress Goods,	36c, " 25c
Fine All-wool Dress Goods,	40c, " 26c
Fine All-wool Dress Goods,	45c, " 30c

Ladies should see these Goods. They are decidedly the best Bargains that have been offered in this City for some time.

J. B. MACDONALD.

DOMINION BOOT AND SHOE STORE! THE PEOPLE'S FRIEND.

Every Day the People are Saving Money by buying their Boots and Shoes from us
Charlottetown, June 17, 1891.

BANK OF BRITISH COLUMBIA

Incorporated by Royal Charter, 1862.
Capital Paid Up.....£600,000, \$3,000,000
(With power to increase.)
Reserve Fund.....208,000, 1,040,000

Note Circulation Notice.

In accordance with the provisions of Sec. 55 of the Bank Act, which comes into force on FIRST JULY proximo, this Bank has made arrangements whereby notes of the Bank will be REDEEMED AT PAR by the following Banks at all of their Branches in the Dominion, viz:—
Bank of Montreal, Canadian Bank of Commerce, Imperial Bank of Canada, Bank of Nova Scotia, Traders Bank of Canada, Bank of Hamilton, Merchants Bank of Halifax, Halifax Banking Co., Union Bank of Halifax and Commercial Bank of Montreal.

Arrangements have been made with the following Banks to ACT SPECIALLY AS AGENTS for the redemption of the Bank's notes at the undermentioned cities:—
HALIFAX, N. S.—Bank of Montreal, Bank of Nova Scotia, Halifax Banking Co., Merchants Bank of Halifax and Union Bank of Halifax.

ST. JOHN, N. B.—Bank of Montreal, Bank of Nova Scotia, Merchants Bank of Halifax and Halifax Banking Co.

CHARLOTTETOWN, P. E. I.—Bank of Nova Scotia and Merchants Bank of Halifax.

MONTREAL—Bank of Montreal, Canadian Bank of Commerce, Molson's Bank, Bank Nova Scotia and Merchants Bank of Halifax.

TORONTO—Bank of Montreal, Canadian Bank of Commerce, Imperial Bank of Canada, Molson's Bank, Bank of Hamilton and Traders Bank of Canada.

WINNIPEG—Bank of Montreal, Imperial Bank of Canada, Molson's Bank and Commercial Bank of Manitoba.

The Bank of British Columbia will redeem at par the notes of each of the above mentioned Banks at any of its Branches in British Columbia.

W. M. C. WARD,
Victoria, B. C. June 1, 1891. Manager.

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SOOTHING, CLEANSING, HEALING.

Instant Relief, Permanent Cure, Failure Impossible.

Many so-called diseases are simply symptoms of Catarrh, such as headache, loss of nose, sore throat, hoarseness, hawking and spitting, general feeling of debility, etc. If you are troubled with any of these or kindred symptoms, you have Catarrh, and should lose no time in procuring a bottle of NASAL BALM. Be warned in time, neglected cold in head results in Catarrh, followed by consumption and death.

Sold by all druggists, or sent, post paid, on receipt of price (50c and \$1, by addressing FULFORD & CO., Brockville, Ont.

CATARRH

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BALSAM

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CROUP, COUGHS AND WHOOPING COUGHS.

40 YEARS IN USE.

PRICE 25¢ PER BOTTLE.

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Charlottetown, May 29, 1891—ed

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CHARLOTTETOWN.

June 24, 1891—2m

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A FRESH STOCK of this Pleasant, Refreshing and Healthy Summer Drink just received in Bottles and on Draught.

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"Sanitas" Disinfecting Fluid, Condy's Fluid, Chloride of Lime, Insect Powder, Hellebore, Fly Poison, Pads, Sticky Fly Paper, etc., etc., at

A. S. JOHNSON'S DRUG STORE,
Corner Kent and Prince Streets.

Ch'town, July 4, 1891.

Beyond a Doubt

WHERE IS NOTHING that interests the average man as much as the price he pays for his Clothing—unless it is the price he pays for his Wife's Clothing. We don't deal in the latter. In the former we have an assortment that for General Excellence and Low Prices has absolutely no equal in the city. We do not claim to be the Cheapest Clothier, but we claim to give the Best Value.

Our READY-MADE CLOTHING is manufactured on the premises by competent workmen, and of good material. No shoddy. No moss-back cloths. We can give you a solid ALL-WOOL TWEED SUIT for \$7.25. It pays to deal with

BRUCE THE CLOTHIER.

Charlottetown, June 22, 1891—dy & wky

SELLERS VS. TOOMBS.

An Interesting and Important Case.

Judge Alley's Decision.

In the County Court of Queen's County, Sixth Circuit, 17th June, 1891.

[CONCLUDED.]

But it is claimed by plaintiff that in this case defendant is clearly rendered liable by his mala fides in falsely representing to plaintiff that Coffin had liver and stomach complaint. The evidence of plaintiff and defendant varies as to the time when this statement was made. If the plaintiff's statement is correct, no doubt can exist that defendant is liable for false and fraudulent representation of the facts, for it is admitted by defendant that at that time he knew that Coffin had typhoid fever. But assuming that defendant's statement is correct, that the conversation between him and plaintiff on this subject took place the day after Coffin's arrival, still it appears to me that defendant would be liable. The rule of law on this subject is thus stated in Leake on Contracts, p. 374, edn 1878: "If a person make a representation to another with a reasonable belief in its truth, but afterwards discover it to be false, and after discovering his error, suffer the other party to continue in error and to act upon the faith of the representation, this from the time of the discovery of the truth becomes a fraudulent representation, although it was not so originally. Reynell vs Sprye, 1 De Gex MacNaghten and Gordon 660, 21 L. J. C. 661. And in Pollock on Torts p. 191, referring to this doctrine, the author remarks, "We do not know of any authority against this being the true doctrine of common law as well as of equity, or as applicable to an action for deceit as to the setting aside of a contract or conveyance. Ansley seems in its favor." So although a representation be true in fact at the time of making it, if it afterwards becomes untrue by a change of circumstances to the knowledge of the party making it, the continuation of such representation may be equivalent to an originally fraudulent misrepresentation. Leake, p. 374, British Equitable Insect Co vs. Great Western Ry, 38 L. J. C. 314. In Trail vs. Baring, 4 De Gex, Jones and Smith, 318. 23 L. J. Chaney, 521, Lord Justice Turner thus lays down the law: "If a person makes a representation by which he induces another to take a particular course, and the circumstances are afterwards altered to the knowledge of the party making the representation but not to the knowledge of the party to whom the representation is made, it is the imperative duty of the party who has made the representation to communicate the alteration of those circumstances, and the Court will not hold the other party bound unless such representation has been made. (See on this subject Pollock on Torts, 191. Freeman vs. Cooke, 2 Exch. 662, per Parke B.) Upon this point reference may be made to Dr. Taylor's evidence. He says: "If I told a man at whose house the patient staid that he had some disease, and I was afterwards led to conclude he had another which was capable of being communicated, I would consider it my duty to tell the party of my change of opinion. If I commenced at all, I would certainly rectify my mistake." As akin to this subject, I may also refer to the following from American decisions: "If a person make a representation of a fact of his own knowledge in relation to a subject matter susceptible of knowledge and such representation is not true; if the party to whom it is made relies and acts upon it as true, and sustains damage by it, it is a fraud and deceit for which the party making it is responsible. Nor is it necessary to prove in such a case that the party making it had any interest of his own to subvert by it, the act is wrong and injurious, and the conclusion of law is that it was done *malvo animo*. (2 Metcalf 374. See also French vs. Skead, 24 Chaney U. C., 179.) Also if a person states as of his own knowledge material facts which are susceptible of knowledge to one who relies and acts upon them as true, it is no defence to an action for deceit if the representations are false that the person making them believed them to be true, although the declaration alleges that the representations were false, and that the defendant made them, knowing that they were false. Litchfield vs. Hutchinson, 117 Mass. 195 (1875.) See 126 Mass. 208, 127 Mass. 218. See also on this subject Levy vs. Langridge 4 M. & W. 337, and Lee vs. Jenos, 17 C. B., N. S., 482.

The evidence of several witnesses goes to show that plaintiff, who was a butcher, kept his yard and premises in Mount Stewart in a dirty condition, and the testimony of Drs. Taylor and McLeod establishes that filth is good soil for propagating typhoid fever and that a dirty yard where animals are slaughtered would make the germs from which the fever arises more virulent or numerous—would give them more potency. This being the case it is contended by defendant that plaintiff was guilty of contributory negligence and is disentitled to recover on this ground. Now on this point, the law is well settled that the plaintiff may recover, notwithstanding his own negligence exposed him to the risk of injury, if the defendant after becoming aware of the plaintiff's danger, failed to use ordinary care to avoid injuring him. (See Shearman and Redfield on Negligence, 3rd edn., p. 43.) After the plaintiff has shown that the defendant was negligent, then the defendant has to show, first, that the plaintiff has been negligent in respect to the matter complained of, and might have avoided the consequences of defendant's negligence; and, secondly, that the plaintiff's negligence has been of such a character that the defendant could not avoid its effects. (Smith on Negligence, page 155). The following is the rule laid down on this subject by Lord Penzance, in Radley vs.

London and Northwestern Railway Co., 1 appeal cases, 759: "That though the plaintiff may have been guilty of negligence—and although the negligence may, in fact, have contributed to the accident—yet, if the defendant could in the result, by the exercise of ordinary care and diligence, have avoided the mischief which happened, the plaintiff's negligence will not excuse him." (See also Addison on Torts, 6th edn., with American notes, pp. 27 and 28, and cases there cited.)

Now in this case the negligence complained of, and the primary cause of the injury to the plaintiff is the failure of defendant to communicate to him the true nature of Coffin's complaint, whereby he was prevented from taking such precautions as he otherwise would have taken to prevent the spreading of the disease among the members of his family by their removal, or by such other suitable means as he should see fit to exercise for that purpose. Defendant attributes the disease to the filthy condition of plaintiff's yard, which, in his opinion as a medical man, was likely to produce typhoid fever. With a knowledge of this fact and its dangerous consequences, it appears to me that the obligation upon him was enhanced to communicate the information to plaintiff, for neglecting which he is now charged in this action, and under the principles above enunciated the plaintiff's negligence, though it may have remotely or indirectly contributed in some degree to the injury, will not relieve the defendant from liability for his neglect.

If the defendant has, by his own act, thrown the plaintiff off his guard, and has given him good reason to believe that vigilance on the part of the plaintiff is no bar to his claim, especially if the defendant has done so by positive misrepresentations (Hutchison vs. Guion, 5 C. B. N. S. 149. See Shearman and Redfield, p. 35.)

The case has been very ably argued, and I have endeavored to give to the arguments of counsel on both sides and to the authorities they quoted my best consideration. I think it is distinguishable from the cases quoted by Mr. Peters—Perinsky vs. Freeman, 4 F and F 597, Davis vs. England, 10 Jurist N. S., 1035, and Fish vs. Kelly, 17 C. B. N. S., 201—in this respect, that in those cases there was no breach of duty as between defendant and plaintiff and no allegation or proof of false or fraudulent representation.

The only question which now remains is the amount of damages to which plaintiff is entitled. In actions of tort the liability of a defendant for negligence is broader than in actions of contract. Upon this subject the rule to be derived from the American cases is that a person guilty of negligence shall be held responsible for all the consequences which a prudent and experienced man fully acquainted with all the circumstances which in fact existed, whether they could have ascertained by reasonable diligence or not, would have thought at the time of the negligent act reasonably possible to follow if they had been suggested to his mind. (Beaven on Negligence, p. 92.) Sherman & Redfield, sec 591. The plaintiff claims for cash paid for wine and brandy for his family, while sick, \$7; cash paid Edmund Slackford for wages as clerk during his wife's sickness, \$20; cash paid servants wages, \$8; and board of servant while sick, \$8. These items which have been proved, I am disposed to allow. He also claims \$25 per month for loss of profit in his store from August until December, which loss was sustained, as he claims, by reason of the typhoid fever in his family; also, for the loss of three barrels of beef decayed in the shop owing to his loss of custom. The last item is clearly too remote, and while the plaintiff might under ordinary circumstances be entitled to some compensation for his loss of time during his family's sickness, I do not under the special circumstances of this case feel disposed to allow him any remuneration, either in that way or for loss of profits in his business. The evidence given of the condition of plaintiff's premises (though not amounting, in my opinion, to contributory negligence to be an answer to the action) is received by me in mitigation of damages. I will therefore disallow these latter charges and will give judgment for the items already stated, amounting in all to \$43 with costs to be taxed.

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FOR OVER FIFTY YEARS Mrs. Winsloe's Soothing Syrup has been used by millions of mothers for their children while cutting teeth. It relieves the little sufferer at once; it produces natural, quiet sleep by relieving the child from pain, and the little cherub awakes as "bright as a button." It is very pleasant to taste. It soothes the child, softens the bowels, and is the best-known remedy for diarrhoea, whether arising from teething or other causes. Twenty-five cents a bottle. Be sure and ask for "Mrs. Winsloe's Soothing Syrup," and take no other kind. mar23 eod & wky lyr

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The sufferers from catarrh are legion, and the majority of them make the serious mistake of thinking they should only use treatment when at its worst. Treatment during the summer months is almost certain to prevent a recurrence of the disease, and Nasal Balm is the only remedy that will effect a complete cure. All dealers, or post free on receipt of price (50c or \$1 a bottle). Address Fulford & Co., Brockville, Ont.

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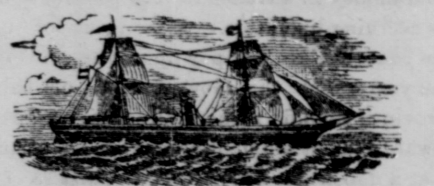
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