

or to an officer of the inchoate company to enter into any contract on his credit.

A case illustrative of the danger of intermeddling with the affairs of an inchoate company was tried this week at Westminster. An engineer came to London, with the intention of working up a joint-stock company for the purchase of a coal mine in Wales. He was introduced to a solicitor, who afforded him some assistance, lent him some money, and rendered him professional services in connection with the floating of the company. The solicitor went to Wales, saw the mine, and spoke to some of the men employed about it. It appears that his name had been mentioned, and that it had got abroad that he was the great London capitalist who was going to purchase the mine. Eventually the efforts to get up a company failed. The engineers, overmen, and workmen were unpaid, and they now sought to recover the sums due to them from the London solicitor. The question was, how far his conduct when he visited the mine, coupled with his lending money to the engineer, out of which they were paid in part, reasonably could have induced the men to believe that he was a principal in the transaction. The jury, under the direction of the learned Judge, came to the conclusion that all the facts were consistent with the employment of the defendant as a solicitor, and they returned a verdict for him accordingly.—*Flint and Co's Circular*.

THE LAW OF TELEGRAPHY.

A large number of mercantile contracts are now entered into by means of the telegraph. It is accordingly of great importance for the mercantile world to understand how far the sender and the receiver are affected by any mistake or miscarriage in the transmission of the message. A case came before the Court of Exchequer last term, which illustrates the principles that the Courts will recognize in dealing with cases of this kind. An action was brought by Henkel and others against Lee, for goods sold and delivered, for goods bargained and sold, and an account stated. The defendant pleaded payment into court of £7, and as to the rest of the claim, never indebted. At the trial, before Mr. Justice Blackburn, the facts appeared to be as follows:—The action was for the price of fifty Snider rifles. On the 4th of June the defendant, a gun-maker at Newcastle, wrote to the plaintiffs, who were gun-makers at Birmingham, as follows:—"Send sample Snider with sword-bayonet. Forward immediately. I can fix an order for fifty, I think; and it may lead to many large orders. Can you do them at 34s. net cash on delivery? as to secure order I shall have to cut very fine, and several will be in for it." Plaintiffs wrote in reply, "We have forwarded you this day sample Snider with sword-bayonet. We cannot possibly do them at less than 35s. for net cash." On the same day a sample rifle was sent to the defendant by railway.

On the 7th the plaintiffs received this telegram from the defendant—"Send by mail immediately 'the' Snider rifles same as pattern. Must be here in the morning. Ship sails then." The plaintiffs thereupon sent defendant fifty rifles. It subsequently turned out that the word "the" in the telegram had been substituted by the telegraph clerk, to whom the defendant gave instructions to send the message, for the word "three," which was the word the defendant had written. The defendant refused to accept more than three rifles; and, in respect of them, the payment was made into court.

On the printed form of telegram employed by the Post-office authorities are the following words:—"Telegrams may be repeated at the request of the sender, if he desires to adopt this extra security against risk of error, by being sent back from the office at which they were received to the office from which they were forwarded. The charge for

repetition is one-half the ordinary tariff." The learned judge directed a nonsuit; but gave the plaintiffs leave to move to enter a verdict for themselves for the price of the remaining forty-seven rifles.

Counsel now moved accordingly, but the Court unanimously refused to grant him a rule. The Lord Chief Baron said—"I think there should be no rule. The telegraph authorities were only the defendant's agents to transmit the message actually given for transmission." The loss and inconvenience of acting upon a telegram, in the sending of which the telegraph clerk makes a mistake, falls upon the unfortunate person to whom it is addressed. Of course this would not be the case if the sender, by any negligence of his own, caused the mistake himself.

It appears that if a written message is signed by the sender and given to the telegraph office, that the telegram sent, coupled with the written instructions, would constitute a valid memorandum within the Statute of Frauds. In the case of *Godwin v. Francis* (5 L. R. C. P. 295), the plaintiff's written offer to buy land was accepted by a telegram; and it was assumed that the original instructions for the telegram furnished by the defendant to the company, and the copy actually delivered by the company's servant to the plaintiff, were in evidence. They were held sufficient to constitute a valid contract of sale under the statute.—*Inventors' Guardian*.

MINING IN 1870.

Professor Bell, of the Geological Survey, has kindly furnished us with some notes in reference to mining operations last year, in the various Provinces of the Dominion.

Copper.

The price of copper has fallen even below that of 1869. In October, 1870, it touched the lowest point ever recorded, at least during the last 150 years. The cause of this has been due to the continuation of increased shipments from the west coast of South America (chiefly Chili and Bolivia,) and also to the war between Germany and France.

Messrs. John Taylor & Sons, of London, have carried on operations at the West Canada Mines (the old Bruce, Wellington and Huron Copper Bay locations) to about the same extent as in 1869, employing about 300 men and boys. These mines are now developed to such an extent that there is said to be ore for three or four years ahead in the workings ready for stopping out. About 2,000 tons of 22 per cent. ore were shipped during the year. The ores at this mine having always been dressed up to a high percentage for shipment to England, a good deal of copper was necessarily left in the tailings. These accumulations of many years are now to be treated by DeBoussey's wet process for the extraction of their copper. A stack 120 feet in height and fire furnaces, with all the necessary appliances and buildings, have been erected at a cost, it is reported, of about \$100,000. The reduction works are in charge of Mr. Ninis, and the process has been found to succeed elsewhere, and already, on a small scale, at this mine.

The Huntingdon Mining Company has been recently reorganized on a large scale, and is under contract to supply 1,000 tons of ore a month for the next two years. Work at the mine itself, has been somewhat interrupted during the year, but about 4,500 tons of ore have been produced. Part of this has been shipped to Swansea, and part to Baltimore, U. S. The Company propose adopting Henderson's wet process for reducing some of their ore at the mine, which is situated in the Township of Bolton.

The Hartford Mining and Smelting Company, whose works are a few miles west of Lennoxville, have raised about 3,000 tons of ore and have a large quantity on hand. The sulphur of the ore is first used in the manufacture of acid, and the

copper afterwards extracted. The ore has been sent to sulphuric acid works at Quebec, London, Ont., Boston, and Bridgeport, U. S.

The Capel Mine, close to the last mentioned, has been worked during the whole year, with an average of 25 men. The ore is reduced to regulus, containing about 35 per cent. of copper, and shipped to Liverpool. The mine is now upwards of 300 feet deep. The proprietors are erecting apparatus for treating the ore by Messrs. Hunt and Douglas' wet process.

The Harvey Hill Mine, in Leeds, Megantic, belonging to the English and Canadian Mining Co., has given employment to an average of 25 men during the year. The work done has been more with a view to the development of the mine than to immediate production. The quantity sold amounted to only 132 tons of rich ore, which was sent to England, but about 500 tons of a lower grade remain on hand.

At the Ives Mine, in Bolton, little has been done besides keeping the water pumped out of the workings.

Gold.

In the Hastings region, speculation has entirely died out, and the little work done during the year has been solely with a view to the legitimate profits of actual mining. The principal operations have been at the Cook Mine on Lot 7 in the 9th Concession of Marmora, where a vein of arsenical pyrites of considerable regularity, and measuring 4 feet in thickness, has yielded an average of 9 or 10 dwts. of gold per ton. Visible gold is frequently met with in the mispickel of the present working, although none was seen at first, and the proprietors were encouraged to sink on the vein owing to Professor Chapman's essays showing a notable proportion of the precious metal. In November last, 57 oz. 10 dwts. of smelted gold were produced at one "cleaning up" from the crushing of 107½ tons of ore. The whole produce of the year at this mine is said to have been 170 ounces. Towards the close of the year, operations are reported to have been resumed at the Phoenix Mine in Madoc and at Barrie Mine in Elzevir.

In the Chaudiere region operations have been carried on only in the Seigniorie of Rigaud-Vandrenil, and there principally by the "Canadian and North-West Land and Mining Company," on property obtained from the DeLery Company. Mr. Wm. P. Lockwood, the agent of the new Company, has had 20 or 30 men employed in alluvial digging, but proposes soon to commence crushing quartz from some of the auriferous veins on the property, and has obtained the use of the DeLery Company's mill for the purpose. Mr. Lockwood's workings and explorations appear to have demonstrated the important fact, as pointed out by Mr. Selwyn, that the gold is not confined to the beds of the present streams, but belongs to a set of ancient water courses which do not correspond with the existing ones, but are concealed by the drift, sometimes crossing and running under the banks of the existing rivers. This discovery will enable explorations to be carried on more intelligibly, and with much greater probability of success than formerly. There appears to be little doubt that the gold of this district has been derived from quartz veins in the immediate vicinity of the positions in which it is now found. The actual production in 1870 has been only some \$15,000, against about \$20,000 the previous year, but the yield is likely to be very much increased in future.

In Nova Scotia there appears to have been a falling off in the total production during the past year. Sherbrooke district still ranks as the great producer, while Montagu has sprung from the eighth to the second place. Some large crushings from the Belt lode averaged over 17 ounces per ton, and 1 ton 6 cwt. of quartz from the Sarah lode yielded 110 ounces refined gold. The fortunate owners of the Montagu Mines it is reported have cleared over \$40,000 during the past year.

The season altogether has been a dull one. No