WEEKLY BRITISH COTONIST

tons at the rate allowed by the charter would amount to \$15,000; and for the 6 years

Gross-examined by Mr. Wood-My from making has been in the lower country; I have never been to Cariboo, and I hope I shall never go; I linve never had any particular row with Mr. Hood; our difference was not of any particular moment. Ques by Wood-Have you had any pech-mary difficulty with Mr. Hood? We have had differences about the payment of money and other hings. I made a demand against of the world to deal with, one who, to say

row with Mr. Hood; our difference was not of any particular moment. Ques. by Wood-Have you had any pech-mary difficulty with Mr. Hood? We have thad differences about the payment of money and other things; I made a demand against bim which he did not satisfy; I did not sue thim; in 1862 500 tons would have gone by I the road, in 1863 perhaps more: my estima-te was for a trail; if there had been a waggon road I don't know how much the cost would have been; the expenses of keeping the trail in order would have been -a mere song; I know the substance of the a mere song; I know the substance of the contract between Macdonald and the Gov-eroment; I don't know that one of the articles was that Macdonald should go immedi-ately to blaze the trail: I know the trail was to have been converted into a wagon road; I don't know that the road was to have been as ino ther mattens. Mr. Cary evidently, said the learned counsel, made use of his influence straight as circumstances would permit; it ought to have been so; to lay out the line from Bentinek Arm to the Mouth of from Bentinek Arm to the Mouth of Quesnelle, I think the 1st 50 miles ought to have been done in 12 days, and the remainder from 15 to 20 miles a day: I have not been over the road myself, this is from hearsay; the remainder would take about 5 weeks; surveying for a wagon road it would take nger; in making a mule trail I should possibly go across the slide, but can't say positively, as I have not been over the line. (Clauses read from Palmer's report)

agree with the view of converting it into a wagon road that it would take 21/2 to 3

legally as well as in honor, to have recom-mended Hood to have consulted some friends and Macdonald had gone that way, and Mr. amount to \$15,000; and for the 6 years \$90,000; the trail would have cost \$25,000, and the profit would have been \$60,000, not taking inte consideration the number of ani-mals, which I have not computed in the estimate; I consider the revenue from the animals would be \$5 a ton extra; I think that the statements in the prospectus are substan-tially correct. Gross-examined by Mr. Wood-My road Green and Heod, taking as his remuneration Mr. Cary's house; we arrived there about midday. I was about one hour with Mr. We tied our horses up to the lence, Green. We tied our herses up to pland then went in.

AFTERNOON SESSION.

ATTENNOON SESSION. Examination of Mr. Hood continued by Mr. Wood.—The Labouchere had been laid on to go up the coast. I had talked it over with Green; it was the only chance of getting there. Mr. Green introduced me to Mr. Cary as the party he had been speaking of, and that I was the party willing to under take the road if I could get it on terms that would be advantageons to me. Part of the conversation was repeated over about the practicability of it as at Mr. Green's office. Mr. Cary then said was it not rather a large undertaking for one party? I said that I did not know anything about the place, that I would like to go and see it first, that I could not work impossibilities more than any other er. Yon will remark that you have two men of the world to deal with, one who, to say the least of it, is not quite so acute as the lawyer and the speculator with whom he is entering in to a sont of partnership. Green and Mr. Cary have sworn that there was only one meeting at Mr. Cary's house; Mr. Hood will tell you that there were two meetings. There is nothing is particular turning upon this second meeting, but you will judge from the evidence whether or not, if Mr. Cary Mr. Green have suppressed or forgotten to mention this second meeting, their accuracy as to the other statements is to be relied upon not work impossibilities more than any other man ; but I would go and do the best I could as to the other statements is to be relied upon ment if it was required; Mr. Cary took care to keep his own name out of the company, going up there before, and that it was per-fectly practicable; that they had gone through with their goods; and then began to talk again, and I asked Mr. Cary whether he was and in asking the government for any favors, he has done so apparently as an inde-pendent and patriotic individual. Do you think, gentlemen of the jury, that Mr. a lawyer the replied that he was, and that he was Attorney General as well. I am stating Hood could have entered into that agreemen if he had not relied upon the probity and honor of those with whom he was dealing? It will be impossible for you to reconcile the statements of the plaintiff and his witnesses

Mr. Hoed took a contract on the Fraser, it commenced a little above Cook's Ferry. I thick he took the contract on 5th April, and it ended in September, I was Mr. Hood's engi-meer. I can't say if it was a Mr. Hood's engi-meer I can't say if it was a legal obligation on the parties I have read the agreement between Ranald Macdonald and Col. Moody; I consider that 500 tons would have been the lowest esti-mate of the goods in 1862; and every suc-ceeding year it would have been the lowest esti-mate of the goods in 1862; and every suc-ceeding year it would have been more; the 500 tons at the rate allowed by the charter would basility it would have been more; the 500 tons in all pro-bability it would have been more; the 500 tons in all pr

he could not find. I find only the fetter how a spoken of with me; the letter drew my at-tention to blazing the trail. Nothing was said, particularly about this, until I had this them; I was afraid of having any more paper letter. I read it on beard the vessel. The communications with Carv.

letter. I read it on beard the vessel. The Labouchere did ast start on the 21st, as Lieut. Palmer was on board with all his men and horses. Mr. Green had mentioned that Lieut. Palmer was one of the Sappers and Miners, and was going to look over the trail. Mr. Green mentioned I was to keep good friends with Lieut. Palmer. I don't know about any meeting of the Company. The only meetings I know of were the two with Carve aready mentioned. We were eight days only meetings I know of were the two with Cary already mentioned. We were eight days getting to Bentinck Arm. We got ashore the morning after our arrival. The small pox was raging there, and most of the Iudians had left. We got the horses on shore next morning; next day I started; we found a trail. I took tools and provisions, and all included of 2 or 3 tons; there were 28 horses; the trail of was rery busby in places, swampy and a great g deal of heavy timber; it was a very rough g deal of heavy timber; it was a very rough was very busby in places, swampy and a great deal of heavy timber; it was a very rough country; in some places easier; I hired all the Indians I could get, and Barry Johnson I left the office.

Re-examined by Mr. Wood. was my main pilot in getting through along with the Indians; I sometimes went ahead I have said that the reason I objected to with the Indians; I sometimes went ahead with him to explore the route, so that we might out it out and get the horses through; it was not practicable for horses without being cut out; from Stucy to the slide there is heavy timber, and in other places very tocky and a very large slide; finding the road was so bad between Stucy and the Arm I was getting frightened that we should not have man; but I would go and do the best I could in this; Mr. Cary sat down and paused awhile. Mr. Green, I think, was reading the paper; and looked up and asked what now? and Mr. Cary said did you hear what Hood said? that be wanted to go and see it first; then Mr. Green repeated about some men could not get on; he waited till we came and up there; Mr. Paimer was up there and could not get on; he waited till we came and out him out; he again went on, but could not get his horses through; I found it impos-

not get his horses through; I found it in poor sible to get through the line to blaze and lay it out by the 30th July; I did what I could; it out by the 30th July; I did what I could;

I took some goods through; after I came down I saw Green and Cary, I then saw the I took some goods through; after I came down I saw Green and Cary, I then saw the specifications for the first time; I told them that I did not know that a wagon read was intended to be put through so soon, I had only undertaken the bridge road; I told them more time, would be necessary: I wanted was Attorney General as well. I am stating the words as nearly as I can recollect; we began to talk about terms; what proportion I should have, and what they should have; them to go up to New Westminster them to go up to New Westminster them to go up to New Westminster asked Mr. Green or any one to sign it In the fall of 1863, Mr. Cary and I had some interviews about the Bentinck Arm matter. Mr. Hood had been arrested in Clauses read from "Paimtra reports 1] agree with the view of converting is into a magner with the view of converting is into a magner with the view of converting is into a magner with the view of converting is into a magner with the view of converting is into a mouth as it was in their handle, if did not know for a trail and making roads in British Cd-mare the vidence, and what the vidence into word disarce mouth the state and the string of a trail and making roads in British Cd-mare the vidence, and what the vidence into word disarce mouth the string as a way on the string of a trail and making roads in British Cd-mare the vidence, and the what the road into a string as a train and his with see on-pare the vidence, and the default and i wo-thinks. This as a inter attention to making roads in British Cd-mare the vidence, that Hood had to as if was in the string or the company, and argued at s no questions could be asked t Mr. Bing followed, at so when he concluded the Cou hour. AFTERNOON SESS

His Honor ruled that the e witness, relative to his conn Bentinck Arm Company was Albert Hensley's evidence Mr. Wood-I do not know company. I took a share a Mr. Cary. I attended one n took any part in the mat company. I have had no the company from that day Cross-examined by Mr. The document produced myself to Cary. Mr. W. T. Drake called by Mr. Wood .--- I was one d the Bentinck Arm Company tending a meeting of the was held at my office, I was meeting. 1 never attended a of shareholders ; 1 don't kn other meeting was held or n Several other shareholder had been subpœnaed, but no ance the learned Counsel ance the learned Counsel closed his case; and comm to the Jury soon after three The Learned Counsel e fact of Hood's having repud and contrasted the evidence for the defendant and that a the plaintiff, he animadven mean the course pursued upon the course pursued General, who, he said had r of the position which he h and the influence which he vernment, to draw the scheme of which he was th guiding star; but had als suffered Hood to rely upo ledge and status, as the let this colony, which knowled he at once allowed himself for the Bentinck Arm O have been equally at the member of the company, whit against the very man wh to entrap him into an agre say the least of it, Mr. been perfectly well aware The learned Counsel di learned Attorney General; been our lot to hear such administered to any witnes Justice, and withal in a calm manner. Tp conclusion, Mr. Wood c to show their sense of the ini action by giving a verdict for Jearned Counsel concluded ilittle before five o'clock. On Monday Mr. Ring Judge will sum up, which tedious case. HOUSE OF A

THUESDAY, Fe House met at 3:15 p. m sent, Messre. Young, De Franklin, Tolmie, Duncan, PILOT BILL ANEN The House took up the as made Amendment to clause boundary of the cruising Sooke harbor instead of Mr. Duncan opposed 1 Dr. Tolmie said he has the pilots, who had told h not the slightest objection Mr. DeCosmos supporte which was agreed to. which was agreed to. The amendment providi pilots, other than the mast any vessel under their cha harbor and Trial Island to pilot hailing such vessel, a The amendment strikin this bill, which provides bound vessel requiring pilot shall fly her flag for leaving, was laid over. The amendment allowi communication sent to Cary containing a basis for a compromise by me before Mr. Hood's return. I recollect a portion of the come in free of pilotage Powell and Mr. Duncan of contents. Hood was anxious to avoid liti-Amended rates of pile gation. This suit was to be withdrawn on inward-bound vessels, sp straight line from Sooke Washington Territory ; \$ that line and a straight lin south to Washington T foot between the line f Washington Territory, an Island south to Washingt Mr. DeCosmos advocat foot between Sooke and 1 Race Rocks inward, he per foot. Mr. Duncan supported Mr. Young said it wi induce pilots, by high ra Sooke; by so doing vess altogether. Mr. Franklin hoped t fixing these rates, had no fering with the money House. The Speaker said it w privilege. The Council to do as they had done. The rates were fixed tween a straight line is south to Washington T from Race Rocks south ritory; and \$4 per foot Race Rocks; and on ou \$4 per foot to a safe Bay. The new clause fixing foot between the harborn quimalt, was agreed to. The amendment makin able to the Treasury, was The amendment strikin appeal from the Pilot C Governor was agreed to The last section, provisional not be entitled to they procured a proper certificates, and compli sions of the Act, was a The amendment stri the bill which stipulater bound vessel shall fly h 12 hours previous to rejected.

I think the expense of blazing would be \$600. To lay down a mule train you blaze trees; now put in stakes. If you get inte swamps you have to corduroy; you avoid hills if possible.

Mr. Morris recalled and examined by Mi Ring:-Letter produced-It is in my hand writing, it is written on 2d August, from Cettonwood; it is a letter referring to a letter previously written; I claim to give explana-tions about the letter, as something has been said about my former testimony; an Wedness-day, 23d July, 1862; I wrote three letters, one to Mrs. Morris, one to Cary, and one to Green; having arrived at Alexandria on 21st July;] advised immediate action in making the trail; I met my son in law three miles from Cottonwood, I returned there and wrote this letter,

wood, I returned there and wrote this letter, [letter read] We had to pay twelve blankets for the use of four Indians and they levied black mail of four more. Mr. Cary told me he had no means to make the road: witness explained that he could have made the road from Bentinck Arm to alide a distance of 25 miles in two months; he described appearance of the slide and the different difficulties and facilities in making the road. I packed up provisions to Alexander, it cost me about 60 cents per lb; the Indian eas up a great deal. Mr. Leigh, examined by Mr. McCreight—Shown deed. This is my signature as attesting witness; the whole of the deed is in my handwriting; the deed was made out in the usual way; the day be-fore the Labouchere left I wrote one out and part of another. On the morning the Labouchere left I finished the deed and was one of the attesting witnesses to it. Can't say how long Hood was there, he was there the previous evening and also next morning. I had finished it about 11. The Labouchere left at 2, the deed was finished at that time; there were three documents written, one for time; there were three documents written, one for the plaintiff and one for the defendant. I had written a rough draft, I think the day before; from which these were taken. I can't say positively how long Hood had to read the deed, the last deed was ready at 11; the first copy was written the

which these were taken. I can real the deed, the last deed was ready at 11; the first copy was written the day previously. I am under the impression that Hood saw it the day before. Mr. Hood was in and out of the office. I can't say that Hood was in and out of the office I can't say that Hood was in and out of the office I can't say that Hood was in and out of the office the day before the Labouchere left. I can say positively he was there in the morning; there would be the interval for reading the second copy between the hours of 11 and 2, and the first the previous day if he had been there. I think between 7 and 10. Hood came in and out that morning two or three times. Mr. Lovell is an attesting witness. I believe he is at San Francisco, the is not here. Cross examined by Mr. Wood—I decline to awear positively that Hood saw the agreement the evening before, but my conviction is that he did that make a rough draft first; I think they were both taken from the original. I can't any what became of No. I whilst No. 2 was being written. I recoulter Mr. Lovell was present at the execution of the deed. I don't remember anything that was said by Hood. I believe it was being 11. I am not positive that Hood expressing dissatisfaction at the deed; didn't take much interest in the matter, there was hurry the previous evening ; there was no hurry in the office that morning. If any meet-ing was held of the Company I did't know it; it might have happened without my knowing it. Cross examined by Mr. Ring-When Mr. Hood came it was in respect to the deed. This ended case of the glaintiff. Court rose at I o'clock and adjourned to .10 o'clock this day, when Mr. Wood will open his case for the de-

1 o'clock and adjourned to 10 o'clock this day, when Mr. Wood will open his case for the deman base bered bered

SIXTH DAT. 621 311 THURSDAY, 18th Feb., 1864.

Bentinck Arm Co. vs. Hood .- Mr. Wood commenced his address to the jury when the court met. The learned counsel dilated at

to purchase the Judge's favor. Mr. Cary denied having said so. Mr. Morris: was then recalled and ques-

ioned by the judge. I and the statistic to a large the state of the st

mediately after my examination yesterday; the Chief Justice read it in my presence and said he did not care about the contents, all that he cared about was that both parties should have justice. Mr. Cary said that the statement of Mr.

Morris was untrue. Mr. William Hood called and examined by Mr. Wood-Iam a contractor and have had experience in road making; and live in-British Columbia; I recollect the month of June, 1862; I came here about 16th June, 1862; I had previously sent a vessel from San Francisco with stock, horses, provisions, &c., for sale; I arrived here the 16th, and the Sc., for sale; I arrived here the 10th, and the vessel (the Mary) containing the merchanduse and stock came in the same day; I had never been in this colony before; I may have heard talk of the coast routes; had read papers about the Bentinck Arm in California; a man was also shown powers of attorney from memby the name of West came to me to talk bers of the company to Mr. Cary to ant for them. I read some of them. I forget who about the Bentinck Arm; he talked about the advantages of the Bentinck Arm route the advantages of the Bentinck Arm route over the others; he took me to Mri Green and introduced me to him; that was the 20th, on a Friday; I saw him about 11 o'clock; he told Mr. Green I was the person that Green and he had been talking about; West stayed awhile and said I have brought you together, I think you'll make a bargain and I will leave; at this the first interview, Mr. Green asked me what construment uses they were. I never knew and never saw them. I had been shown the draft between Green, Cary and myself to make the road; it Mr. Green asked me what countryman I was; I believe my answer was that I was born is Scotland; he talked to me also about the advantages of the Bentinck Arm route above all the others; that they had a Company here that was not considered anything about, and that he meant to throw them overboard; I said to him that I had brought here with me horses and provisions but I could not get a sale for them, and if he would make it advantageous

Macdonaid and Mr. Cary was to be men-ticable if no theres. I was to proceed immediately in the conversation and appeared to be the principal in the whole thing. I could not any whether the agreement with Ranald Mac-doraid and the Government was produced if add the trail and prove that if was prac-ticable if possible. Mr. Cary (and the trail in the conversation and appeared to be the principal in the whole thing. I could not any whether the agreement with Ranald Mac-doraid and the Government was produced it so to this undertaking intend to be intend to be produced in the inter-was read through ; no deed was explained that I should consult a legal advies. I supposed that Mr. Cary was to attend to still was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was as aid about blazing a trail, nothing the was an appointment to meet on the sign this agreement; we went to Mr. Cary's house on the Sunday, when I was to be shown a drait of the signement; we went to Mr. Cary's house on the Sunday, when I was to be shown a drait of the signement; we went to Mr. Cary's house building, and without written contracts. I had either to sign this agreement between Green and my statuday as the boat was to leave Monday; we made an appointment to meet on the sunday, when I was to be shown a drait of the signement; we went to Mr. Cary's house on the Sunday. We chart the constrait of the signement; we went to Mr. Cary's house building and ship time to spare; there was to be shown a drait of the signement; we went to Mr. Cary's house building and ship time to spare; there was only that day and the signement; we went to Mr. Cary's house building addition and the signement; we went to Mr. Cary's house tof the signement addit f the agreement; we went to Mr. Cary's house on the Sunday; Mr. Cary had made a draft of agreement, and Mr. Cary read it; and I day.

SEVENTH DAY. FRIDAY, February 19, 1864.

payment of the expenses. If that was agreed to, a company should be formed with 1,200 Bentinck Arm Co. vs. Hood .- Cross-ex-amination of Win. Hood continued by Mr. shares, as meationed in the first agreement: The capital to be \$120,000, and Mr. Green, Cary, and Ranald Macdonald, instead of Bing. Another reason that I did not wish to was not the same I executed; I knew this from reading the other afterwards. The last was most binding. Obligations were much more binding than in the draft I had seen be-fighting when he got into liquor, which was ready rendered, should receive 160 paid-up fore. Some of it was repeating the agree- not of unfrequent occurrence. The fraud that shares ; and that in consideration of his givshares; and that in consideration of his giv-ing Cary, Green and Ranald Macdonald an interest in the new charter, they should give Hood one-sixth of the town site. That the balance of the shares should be sold for the benefit of the Road Company; the proceeds to be at Hood's disposal for making the road. This was the substance of the proposition I ment of Ranald Macdonald. Mr. Cary read I accuse the plaintiff of is misrepresentation. it, as there were a number of interlineations, and I could not make it out. It was ar-last moment. I did not complain to anyone ranged that the steamer should lay over two of this, when I got up to Bentinck Arm ranged that the sleamer should lay over two of this, when I got up to Bentinck Arm days longer, and they would make a clean copy of it, and submit it to my perusal on Monday. After taking awhile we went away. This is all that is material that I can recol-lect. This was on the third day after my first interview with Mr. Cary; it was on a Sunday. On the Monday I still went on

This that I has budget see with me borses, the said that is material has I can feed. In the Labouchers, A recorder, the units I and the said that is material has I can feed. In the labouchers, A recorder, the units I can be added to the said the said the Balance Arm boards (produced). The said the said the said the said the Balance Arm board (produced). States are said that is material has I can feed. The said the Balance Arm board (produced) and the said (produced) (produced). The said before I reached the while. The said before I reached the while. The said before I reached the while the said the said before I reached the while the said the said before I reached the while. I protect a said that is material has I can feed and the said before I reached the while. The said before I reached the while the said the said