

PERSONATING CASE IN POLICE COURT

MAGISTRATE HEARS PROSECUTION'S SIDE

Strong Evidence Against the Accused Given This Morning—Adjourned Until This Afternoon.

The case of John James, charged with personating, was resumed in the police court this morning. Evidence of the strongest possible character against the accused was adduced by the prosecution, the principal witness being H. Siddall, Sheriff of the county in the recent election. The election occupied all morning, and shortly before 12 o'clock an adjournment was taken till 2 o'clock. The case for the prosecution is being conducted by Messrs. McKenzie, Clerk, and J. H. Lawson, Jr., while Mr. Walls is defending the prisoner.

James, the accused, is a young man of twenty-two or three years of age, medium height, slight build and of fair complexion.

The first witness called this morning was the deputy-provincial secretary, A. Campbell Reddie, who gave evidence regarding the testing of the writ for the election, and the receipt of the returning officer's return. The official writ, the extra number of the Provincial Gazette containing it and the returning officer's return were put in as evidence while Mr. Reddie was on the stand. Later, the book in which suspects names are recorded was put in while Mr. Siddall was giving evidence.

Sherriff McKillan, the first witness, returning officer at the recent by-election, after giving evidence of the holding of the nomination and election, stated that he appointed Hinkson Siddall as election agent for the defendant, John James, on March 10th, in the election booth, and was present when he was taken into custody. He could not say on whose instructions the accused was taken into custody. Witness then produced the deputy returning officer. He could not recall all their names, but Major Phipps was one of them.

Hinkson Siddall, deputy sheriff, swore that the testing of the writ, the receipt of the election, and the receipt of the returning officer's return were put in as evidence while Mr. Reddie was on the stand. Later, the book in which suspects names are recorded was put in while Mr. Siddall was giving evidence.

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CIRCULAR ISSUED BY THE EXECUTIVE

AN URGENT APPEAL IS MADE FOR FUNDS

Provincial Liberal Executive in Secret Meeting Decide Upon a Course of Action.

The executive of the Provincial Liberal Association concluded its meeting last evening. Every one present was pledged to secrecy, and none of the details of what took place could be ascertained. The following official report was handed out for publication by the executive: "A meeting of the Provincial Liberal Executive was held in room 11 of the Vernon hotel on Tuesday morning, March 18th, and closing at the same evening. The morning session of the following members of the executive were present: S. Henderson, Ashcroft; Richard Hall, M. P., Victoria; J. C. Green, Golden; W. J. McMillan, Vancouver; John Jardine, M. P., Victoria; James Stables, M. P., John Oliver, M. P., and letters were received from the following members of the executive who were unable to be present: S. S. Taylor, Nelson; J. C. Brown, New Westminster; A. E. Dockstader, Standon; H. G. Muller, Vernon; T. G. Baxter, Vancouver; and W. T. Sloan, Nanaimo. Communications were also received from the Nanaimo and Rossland Liberal associations. At the morning session the following were also present: Jos. Martin, M. P.; Hugh Gilmore, M. P.; and W. W. B. McInnes, M. P. At both sessions questions affecting policy, organization and finance were fully discussed, and the circular mentioned below decided upon. A united effort is to be made to bring the Liberal organizations in the different provincial ridings in closer touch with the Provincial Liberal Association.

ALLEGED INFRACTION OF RAILWAY ACT

THE JUDGMENT OF MR. JUSTICE DRAKE

On Summons in Case of Atkinson and Berkeley vs. British Columbia Electric Railway.

The following is the text of Mr. Justice Drake's judgment in the case of Atkinson and Berkeley vs. The British Columbia Electric Railway, briefly mentioned in the Times last evening: "The plaintiff, Atkinson brought an action as a common informer against the defendants for penalties in not having made certain returns to the Minister of Railways alleged to be required by the Railway Act. After the commencement of the action, Atkinson transferred his cause of action to the other plaintiff, Berkeley. Berkeley applied ex parte, and was added as a plaintiff to the action. The defendants apply to set aside the order thus made on the ground that the affidavit on which the order was granted was insufficient, inasmuch as it did not disclose the nature of the action in which they are made, the interest of the defendants and the nature of the action. I do not think there is anything in our rules that compels a plaintiff to do this. It is a matter for the information of the judge, and an order is made without these details the defendant is not prejudiced.

"The defendants' next point is that through being a qui tam action no grounds are stated as a plaintiff against the action is once commenced. The grounds on which this is sought to be maintained are first, the language of sec. 929 of the Criminal Code, which, it is alleged, limits the right of action to a common informer, and that two persons cannot sue for penalties; nor can any addition be made to the number of plaintiffs after action is brought. I know of no distinction between an action by a common informer and an action by anyone else who has, or supposes he has, a right of action, except as to questions of discovery and the statute of limitations. In the construction of statutes the singular person includes the plural unless there is something in the context which expressly excludes such a construction. There is nothing in the section in the words which prevent the application of the ordinary rule of construction. But the defendants say that penalties are not chosen in action, and therefore are not assignable. If the assignment was made before the action brought, nothing would pass, as no person has a right to claim penalties until he has brought an action. As soon as a person has brought an action, the penalty becomes a debt. See Girdlestone v. Brighton Aquarium, Ex. D., vol. 3, 147; and Colonial Bank vs. Whitty, 50 C. D., 285, and a debt is a chose in action assignable by law.

"The further point is that an assignment of penalties before recovery is champertous. If a person purchases an interest merely to speculate in litigation, that is held to be unlawful, that is not a sale of a chose in action, but is a mere right to sue, and is bad. Prosser v. Edmunds, 1 Y. & C. 481. Here there is an assignment of rights which may or may not be valuable. The purchase money is not made dependent on the success of the action, but is alleged to be an out and out sale. Hartley vs. Russell, 2 S. R. 244, and James vs. Kerr, 40 C. D., 456, where the cases as to champerty are collected and discussed. I am not concerned with the deed itself, but with the subject of future investigation, but as the case now stands it is not champertous on its face.

"I therefore dismiss this summons with costs to the plaintiff in the cause.

TURKEY REFUSES To Repay Money Given to Brigands as Ransom for Captives.

London, March 19.—A dispatch to the Exchange Telegraph Co. from Constantinople says that the Turkish government has refused the demand of the United States for the repayment of the sum of money, \$72,000, paid to the brigands as ransom for Miss Ellen M. Stone and her companions, Mme. Tallis.

LOCAL OPINION IS STRONG IN FAVOR OF THE BALANCE. It is a pleasant vegetable which kills the cancer and cures the disease. It never again pleats of proofs of the cure our remedy illustrated book, sent to two stamps, manville, Ont.

THE REQUIREMENTS OF THE KOOTENAY

THE DELEGATES FROM ASSOCIATED BOARDS

Hold a Conference With the Government—Mining, Taxation and Other Matters Discussed.

Yesterday afternoon the government arranged to meet the delegates from the Associated Boards of Trade of Eastern British Columbia at 8:30 in the evening in the office of the Minister of Mines. The following official report was handed out for publication by the executive: "The railway committee of the Victoria Board of Trade will meet the government tomorrow to discuss Island development and the advantages of the government and the advantages of the Cowlitz route. It is now stated that the E. & N. railway deal is practically off. The Southern Pacific is represented by Mr. Sheppard, are opposed to selling the road unless the land goes with it, as they point out that the only way they can satisfactorily handle their big land grant is by having a railway built to open it up. It is understood that another barrier in the way is that the Southern Pacific shareholders demand cash in payment, while Mackenzie & Mann desire to purchase the road with railway bonds. Messrs. Greenfields and Holt are still here, but so far as can be ascertained no progress has been made in the negotiations during the past two days.

Geo. A. Huff, a prominent citizen of Alberni, who was appointed delegate to wait on the provincial government by the Alberni Board of Trade and lay the views of the people of that district before the Premier and his cabinet, arrived in the city on the noon train to-day, and registered at the Victoria hotel. When seen by a representative of the Times this afternoon he stated that he was not at present in a hurry to return to Alberni in the city on the noon train to-day, and registered at the Victoria hotel. When seen by a representative of the Times this afternoon he stated that he was not at present in a hurry to return to Alberni in the city on the noon train to-day, and registered at the Victoria hotel.

Mr. Huff said that he would advise the public of the details of his mission to the Capital City. The recent meeting of the Alberni Board of Trade was unanimous in the expression of its opinion in regard to the proposed railway route, and the end of the Island. He was delegated to bring to bear on the government all the influence available to have the main line of the proposed railway touch at Alberni. Mr. Huff said that he would advocate most strongly the route from Alberni via Comox valley. Speaking along this line, he said, that this route would be practically no longer than a line which has been suggested by the district organizations of British Columbia.

In compliance with this decision your sub-committee make the following requests, in the hope that they may be accepted in the spirit in which they are made. Continuing, he said that the path of Alberni's appeal was that the main line, no matter what route is taken, pass through Alberni.

Mr. Huff, while in Nanaimo on his way to Victoria, was present at a meeting of the board of trade held in that city to consider the same matter which he is delegated to represent to the government from Alberni's standpoint. He told the board that he had taken in regard to the matter. It is probable as the result of arrangements entered into by Mr. Huff with Nanaimo, that he will not ask an interview of the Premier and his cabinet delegates from the Coal City, who have been granted an interview to take place in the near future, come down, when he will accompany them to interview the government. Mr. Huff desires it is thoroughly understood, however, that he is entirely independent of Nanaimo, and will make it his business to present to the government Alberni's views alone. He will consult with Mr. Neill, a member for Alberni, before placing the citizens' memorial to the government.

EARL AND HIS WIFE. Countess de La Warr Granted Decree for Restitution of Conjugal Rights.

London, March 19.—The divorce court to-day granted the Countess de La Warr a decree providing for the restitution of her conjugal rights. The case was not defended.

Counsel for the Countess told how the De La Warrs visited South Africa in 1899, and returned in 1900, since which their relations had been most unhappy. Last June the respondent left the family mansion and had not since lived with his wife.

In December the Countess wrote to "My dear Countess," inviting him to return and restore her to all her wifely rights. The Earl's reply was prompt and uncompromising. "My dear Marie," it began, "I have come to the conclusion that it will be much better if we live apart, and I have finally decided not to return and live with you. I have no explanation to give of the reasons for my decision."

The Countess went into the witness box and gave sufficient evidence of her husband's desertion to justify a decree for the restitution of her conjugal rights.

The pier of the Phoenix line in Hoboken, N. Y., was destroyed by fire last night. The steamship British Owen was not out in time, and several high rollers were burned.

A report from Fort Morgan, Ala., says that a riot between soldiers and civilians secured there last night. One man is reported to have been killed and 10 wounded.

DISCOURAGED STOMACHS.—Could you wonder at the delicate organs of digestion refusing to be helped and comforted when day after day they are literally "drowned" by strong tea, bitter and heavy port wine. Common sense came into medical science when it evolved the tasty tablet, and discovered a God-send to humanity. Dr. Von Serr's Pleasant Food and Beverage is used with the greatest benefit. Sold by Jackson & Co. and Hall & Co.—144.

ATLIN NEWS

Miners Protest Against the Introduction of Japanese Labor.

Atlin, B. C., March 18.—Indignation has been hot in Atlin on the confirmation of the report that the Atlin Mining Co. had contracted for the employment of a number of Japanese miners. Mass meetings have been held in both Atlin and Discovery to discuss the matter, and at these meetings strong opposition was expressed and a decision made to do all possible to stop the contemplated introduction of Oriental labor.

At its regular monthly meeting, the Atlin Board of Trade endorsed the sentiments expressed at the public meetings referred to, and the secretary is now corresponding with the various boards of trade and labor organizations on the coast and elsewhere in British Columbia, to enlist their co-operation in the matter.

E. S. Busby, inspector of customs, was in Atlin last week, and sent his views into cases of smuggling. Two convictions were recorded—one for smuggling and the other for having smuggled goods in possession. Storm weather and blizzards characterized last week's weather.

THE CASE AGAINST B. C. ELECTRIC RAILWAY

Mr. Justice Drake Dismisses Summons to Strike Out C. M. Berkeley. Added as Plaintiff.

Mr. Justice Drake delivered judgment this morning in the case of Shawuigan Lake Hotel Co. vs. Price, which was tried before him in the County court on Thursday last. Before the company was incorporated the defendant and several others subscribed their names to a document containing the prospectus of the proposed company, and an agreement to take the number of shares in the company set opposite their respective names. The company was afterwards formed, and the defendant's name was placed in the share register, and application made to him at various times for payment of calls made upon shares. He paid nothing on account of calls, but never denied that he considered himself a member of the company. However, on being sued for his share payments, he set up the defence that never having signed the memorandum of association, nor made application for shares, and no formal allotment of shares having been made to him, he was not a member of the company, and therefore was not liable. His counsel, Mr. Neill, asked the court to strike out the defendant's name from the share register, and dismissed the action with costs. A. D. Crease for plaintiffs, H. B. Robertson for defendant. It was agreed that the similar case of the company vs. Powell should be governed by the decision in this case, and it is understood that several other of the original subscribers of the company will be affected by this decision.

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CITY COUNCIL'S ANNUAL BUDGET

MUST FACE DEFICIT THIS CURRENT YEAR

Difference Caused by Extra Expenditure Which Cannot Be Avoided—Draft Completed Last Night.

The annual budget of the city council is now ready for report. Last night the Mayor and Aldermen, in session as a committee of the whole, completed the draft of estimated expenditure for the present year after many weeks' hard application. The council will have to raise \$28,600 more than was required last year in view of the extra expenditure, which exceeds the revenue collected in 1901 by that amount must not be assumed that the council is not exercising its usual foresight, as the additional outlay consists of extraordinary expenditure. The ordinary expense will remain substantially the same.

In the first place there is the interest and sinking fund on the four loans of last year—for the reclamation, Point Ellice bridge, new High school and government street paving, \$16,000; \$8,000 to complete the High school building, the council having committed itself to this payment; \$2,000 to settle the deficit against the B. C. Agricultural Association; \$6,000 for the final settlement of the claims arising out of the bridge accident at Point Ellice; \$3,500, the city's share under the ancient Broad Street sewerage improvement by-law providing for the extension of Broad street to the market building, a work undertaken about ten years ago; \$1,500 for improvements to the Isolation hospital. In addition to these extra expenditures of \$5,000 will be necessitated in the relaying of the tracks on Government street as the result of the paving and grading of that artery. The city has no option in this matter under agreement with the Tramway company.

Provision is made for celebrating Coronation Day with a sum of \$1,000 having been placed in the estimates for that purpose. This was formerly devoted to the Queen's birthday celebration. There is to be an increase in police salaries amounting to \$300 or over, for the year, and the separation of the offices of sanitary and building inspectors. Formerly these two positions were held by one official at a salary of \$90 per month. Now a salary of \$75 per month each will be paid two men, to take effect on April 1st.

The estimated expenditure on streets is divided as follows: Maintenance, cost of repairs, etc., and everything except new work, \$16,000; permanent sidewalks, city's share, \$2,500; construction, \$20,000. The recommendations of the streets, bridges and improvement committee will knock a hole in the last item to the tune of \$11,000. The city's share in the paving of Government street is, of course, provided for in the loan floated last year.

To fill up the hiatus, the \$28,000 deficit, it has been proposed, though not settled, to increase the realty tax one mill, which would bring \$10,000; increase the water rates 25 per cent, adding another \$7,500, and to increase the liquor and other licenses to bring a further \$10,000. The liquor license would probably be increased from \$200, as at present, to \$200.

The following is a summary of the estimated expenditure:

Table with 2 columns: Item, Amount. City debt interest \$164,241.73; Municipal council 5,000.00; Civil salaries 17,300.00; Waterworks 32,150.00; Cemetery 2,000.00; Park 3,000.00; Pound 1,100.00; Police 30,000.00; Street lighting 28,304.00; Public market 1,150.00; Sewerage 4,500.00; Home for the Aged and Infirm 4,300.00; Buildings and repairs 3,600.00; Streets, bridges and sidewalks 47,270.00; Miscellaneous 30,000.00; Education 14,078.50; Board of Health 16,289.00; Sewers rental fund 6,500.00; Point Ellice bridge claims 6,000.00.

Total \$502,233.23

In connection with the amount opposite the city debt in the foregoing, it should be noted that the loan amounting to \$20,000 floated in 1877, for waterworks purposes, will be paid off this year. This wipes from the slate another old friend, who, however, will not be missed.

NEW WARSHIPS.

British Admiralty Decided to Create a Class of Scouts.

London, March 19.—At the spring session of the institution of naval architects to-day, the president, the Earl of Glasgow, announced that the Admiralty had decided to create a new class of war vessels to be known as the scout class, somewhat after the type of torpedo boat destroyers, but of greater sea keeping power.

IN THE CENTRE OF AFRICA the famous Chin-Kin-Lin mine, which has been used to cure cuts, wounds and sprains, as well as bowel complaints. Avoid substitutes. There is only one Fair-Kin-Lin Powder. One application gave me instant relief, cleared the nasal passages and stopped the pain in my head. It's a quick, safe and sure treatment, and it never fails to cure. 25 cents. Sold by Jackson & Co. and Hall & Co.—145.

GOT A CONSTANT HEADACHE?—Ten chances to one of your suffering is that "white man's bunion," Catarrh, Headache, a remnant from one man's suffering. For Dr. Ayer's Catarrh Powder—One application gave me instant relief, cleared the nasal passages and stopped the pain in my head. It's a quick, safe and sure treatment, and it never fails to cure. 25 cents. Sold by Jackson & Co. and Hall & Co.—145.

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