THE CHURCH CASE

Contractor McDonald's Claim Against Trustees of Metropolitan Church.

Hon. Justice Walkem's Judgment, Based on Answers Given by the Jury.

A Net Award of $170 Is Found in Favor of the Defendant Trustees.

Mr. Justice Walkem this morning delivered his written judgment in the now famous case of McDonald vs. Trustees of Pandora St. Methodist church, and commonly known as the "Church Case." The trial commenced about a month ago before his lordship and a special jury and lasted for two weeks, being perhaps the longest civil case on record in Victoria. The jury's verdict was "subject to the law governing the contract and its construction;" and on plaintiff's motion for judgment on the findings of the jury the judgment was this morning delivered.

The plaintiff recovers from defendants $130 and defendants recover from plaintiff damages to the amount of $300, and as a result judgment will be entered against plaintiff for the difference, $170. For the plaintiff Mr. A. E. McPhillips and Mr. J. P. Walls appeared, and for the defendants Mr. Thornton Fell and Mr. H. G. Hall. The judgment is as follows:

The plaintiff seeks to recover certain moneys alleged to be due him as contractor for work done in the erection of the Methodist church on Pandora street.

His claim is brought under two heads —the first being for a balance of $1,215, alleged to be due for excavating and completing the basement; and the next being for money due for alleged extras and additional work in connection with the building of the superstructure, and for damages for delays said to have been caused by the defendants.

As to the claims in respect of the basement, the jury have found, and I entirely agree with them, in favor of the defendants on the ground that they had no contract with the plaintiff for the work; hence, judgment on this issue must be entered for them with such costs as have been occasioned to them by reason of the claim being made.

With respect to the next branch of the action, the plaintiff relies on a contract under seal dated the 29th of April, 1890, and made, according to its tenor, between him and the fourteen defendants, but, as a matter of fact, only executed by one of them, Mr. Jessop. No objection, however, to this evident irregularity appears in the pleadings, nor was any taken at the trial; and the case went to the jury without reference to it.

By the contract, the plaintiff agreed, in consideration of $21,000, to supply the material and erect the walls of the superstructure in stone, as per sample (the sample being a part, selected by both parties, of the finished basement), and "agreeably to plans, drawings and specifications prepared for the said works by Thomas Hooper, architect." The last few words are important, inasmuch as the plaintiff contends in his pleadings, and persisted in doing so in his evidence at the trial, that the defendants had failed to furnish him with suitable plans, drawings and specifications; and that by reason thereof, and of alleged delays on the part of the defendants in paying him as the work progressed, he is entitled to damages to the extent of $3,000, which he specifically claims, and also to $3,624.10 for alleged extras as detailed in paragraph 12 of the statement of claim. On the other hand, the defendants' case is that, prior to their contract with the plaintiff, they had let a contract to W. H. Burkholder for the completion of both basement and superstructure, the latter to be in brick, and having decided to use stone instead of brick, it was formally arranged between all parties that as to the stone work Burkholder should be released, and the plaintiff substituted in his stead, with the result that the plans and specifications originally prepared for Burkholder's contract, together with the addition to the latter of a page, known as page 29, which provided for stone, should also become the plans and specifications of the new contract with the plaintiff. Eventually, the jury found, in effect, that such was the arrangement made, and, hence, that what may be termed the Burkholder plans, drawings and specifications, inclusive of page 29, were "the plans, drawings and specifications" to which the plaintiff's contract with the defendants referred. The findings on this part of the case are as follows:

"4. (a) What plans and specifications are meant by the words 'agreeably to the plans, drawings and specifications prepared for the works,' as contained in the contract between the plaintiff and the defendants for the superstructure?

A.—Paper plans, exhibits 26, 27, 28, 29; and specifications produced in court; and tracings 2 and 3.

(b) Were they the plans and specifications prepared for the Burkholder contract; or were they to be new (and then unprepared) plans and specifications, or either?

A.—Yes, the Burkholder plans and specifications.

(c) Again, was page 29 part of the specifications which governed the plaintiff?

A.—Yes.

5. What plans and specifications governed the plaintiff throughout the completion of the superstructure as far as his part of the work was concerned, and did he adopt them as his guide?

A.—Plans and specifications as mentioned in answer to question 4 (a), including page 29, in specifications.

It follows that the defendants are entitled to the costs incidental to the issue thus found, and are not chargeable with any costs connected with the attendance, as witnesses for the plaintiff, of Messrs. Burkholder, Ridgeway-Wilson, Soule, McKillican, Chipchase, Pike or Marvin.

The jury having also found against the plaintiff's claim of $3,000 damages for alleged delays, the defendants are entitled to judgment on the finding with costs.

Of the items claimed in paragraph 12 of the statement of claim as extras, the jury have disallowed the following as having been paid by the defendants, in 1891, viz.:

No. 1, Lettering on church, $40; No. 2, flues, $288; No. 14, cement, $200; No. 20, pipes, etc., $52; No. 21, gravelling, $15; and No. 22, drains, etc., $115 (see findings 3 and 11). They have also disallowed the following items, as appears by the omission of those items from finding No. 12; viz., No. 5, extra panel on east front tower, $100; No. 10, central arches, main tower, $100; No. 11, weathering on same, $50; No. 12, extra expense not being allowed to use brown stone, $600; No. 16, 5 blind windows, $15; and No. 19, filling 19 windows, $190. These twelve items, or charges, comprise nearly half of the claim for alleged extras.

The remaining ten items are dealt with by the jury in their twelfth finding, which, as in the case of all the findings, is "subject" (as appears in the heading of the verdict), "to the law governing the contract and its construction." I had to insert this condition, as I was not in a position during the trial to decide what were and were not extras, as the plaintiff ignored the plans and specifications which the jury eventually found that he had agreed to act upon, and contended that there were none by which he was bound. Building contracts, like all other contracts, have, according to a well known rule, to be construed by the court; and as plans and specifications, when referred to in the contract, form a part of it, they are, of course, included in this rule. Hence the question of what are and are not extras in the present case, depends on the contract and its plans and specifications, and is a question for me to determine; and even had I left it to the jury, their opinion upon it, however sound, would have been inoperative. My object was to get their valuation of the work charged for, so that if the plaintiff should be entitled, according to the construction of the contract, to the benefit of any item so valued, I would be enabled to give it to him.

When referring the jury, in finding No. 12, to the items of account, they are not referred to extras, or asked to define them, but are referred to the plaintiff's "claim" for them. The finding, coupled with the prefix at the head of the verdict, is as follows:

Q.—Subject to the law governing the contract and its construction, are there any items in the claims for extras for which the plaintiff should be paid, and, if so, what are they—specifying the number of the item and the amount?

A.—Yes, the following: No. 3, $30; No. 4, $100; No. 6, $30; No. 7, $30; No. 8, $150; No. 9, $50; No. 13, $400; No. 15, $169; No. 17, $145; No. 18, $56.

Before dealing with each of these items, as I propose to do in their order, it may be useful to quote the first paragraph of the contract, which speaks for itself, viz.:

"The specifications and drawings are intended to co-operate, so that any works exhibited in the drawings, and not mentioned in the specifications, or vice versa, are to be executed the same as if mentioned in the specifications and set forth in the drawings."

Proceeding now to the items:

No. 3 is for "re-abetting coping on square tower," valued by the jury at $30. This work was necessary owing to a change in the plans being made, and is therefore not specifically mentioned in the specifications. Three architects consider that it is within the contract, inasmuch as the building would not be complete without it. If so, it would not be an extra, even though not mentioned, (see Williams vs. Fitzmaurice, 3 H. & N., 844). Two other professional witnesses, who appeared for the plaintiff, gave evidence that it ought to be paid for, as it would not have been required if the plans had not needed alteration. I take this view of the matter, and as the work is outside of the contract, a certificate for its payment is unnecessary. The plaintiff is entitled to $30 on a quantum meruit, and must be allowed the amount. Prima facie the claim is in the plaintiff's favor, and the evidence for the defence does not appear to be strong enough to displace that circumstance.

No. 4, "building flue from basement," charged at $125, valued by jury at $100. This work was not contemplated by the contract and is outside of it, and, therefore, not an extra in its strict sense, but a piece of work independent of the contract and, consequently, not subject to its terms as to certificates, or otherwise. The plaintiff would therefore be entitled to recover its value on a quantum meruit. At the outset the defendants admitted this was new work, but contended that it was done in lieu of work omitted, and, therefore, settled for; but the jury seem to have thought otherwise. As a new work it would have required the written approval beforehand of the defendants, according to the condition contained in paragraphs 3 and 6 of the contract, but that condition, as found by the jury, was waived. I must allow the item at the jury's valuation of $100, notwithstanding the technical rule of the common law mentioned by the defendants' counsel that a contract under seal, like the present one, cannot be rescinded or varied by parol, or its terms waived; for under the Judicature Act a parol agreement, or a waiver of such a condition as that mentioned, may now be pleaded, as a matter of equity, in answer to any proceeding to enforce the original agreement under seal. Leake on contracts, 3rd edition, 593.

No. 6, "extra work on east tower," charged at $60, valued by the jury at $30; No. 7, same on "main tower," charged at $60, valued by the jury at $30. The alleged extra work in both cases is work provided for in the specifications, but is much inferior to that called for. The evidence of all the architects, including those called by the plaintiff, is to that effect. The plaintiff stated in his evidence that if he was bound by the specifications (which were referred to at the time), the items were not extras. It would therefore be improper to allow them.

No. 8, "extra work on 12 turrets," charged at $277, valued by the jury at $150. This alleged extra work refers to corbelling, and is required by the plans and specifications. The plaintiff's evidence is that if he was "bound by the plans" the work was "not an extra." The professional evidence is to the effect that the work done is less expensive than the work called for. The item being included in the contract price must be disallowed. The same is to be said of No. 9, in reference to the charge of $75, re "coping," and re "weathering round square tower," valued by the jury at $50. The professional evidence is to the effect that the work done was inferior to the work contracted for. The plaintiff in his evidence identified it as being on the plans, and said "it wouldn't be an extra if I am bound by the plans." The item cannot, therefore, be allowed.

No. 13, "2 large air-shafts, and four flues," charged at $550, valued by the jury at $400. The plaintiff identified this work on the plans, and, in answer to a question as to whether he would have charged for it as an extra if he had considered himself bound by the plans, said, "Not if I am bound by them; certainly not." The work appears also in the specifications. The item cannot, therefore, be allowed.

No. 15, "170 feet weathering on window sills," charged at $169.80, and valued by the jury at $169. This item is in the specifications, a sketch of the sills as weathered, being given in the margin. It cannot be allowed.

No. 17, "484 feet coping on gables at 40c.," charged at $193, and labor at 30c. per foot, $145.20, valued by the jury at $145. This item is in the specifications and, consequently, like all others which are in them, or the plans, is included in the contract price of $21,000. It is, therefore, an improper charge.

No. 18, "14 stones to finials on top of coping," charged at $56, and valued at that by the jury. This item is in the specifications and cannot be allowed.

The result of the above is that the plaintiff is entitled to judgment on items 3 and 4, viz., $130.

As to the counter-claim, there being a general verdict of $300 for the defendants, they are entitled to judgment for that amount.

I find it impossible to apportion the costs of the action, on the respective grounds of failure and success, as I should like to have done. The plaintiff's action has, in the main, signally failed; and the expense connected with that failure should certainly not be cast upon his opponents; (see judgment of Lord Justice Bowen in Foster vs. Farquhar, The Reports, 1893, vol. 4, 348). Under the circumstances, the order that will, in my opinion, best meet the case is that judgment be entered for the defendants for $170, being the difference between the respective amounts found for them and the plaintiff, together with the costs which I have hereinbefore allowed to them. As to the remaining costs of the action, each party is to bear his own.

GEO. A. WALKEM, J.

A MINISTER'S STORY

THE PAINFUL EXPERIENCES OF REV. C. H. BACKHUS.

For Five Months He Was Helpless and Endured Agonizing Pains—Could Neither Rise Up nor Sit Down Without Aid—He Tells How He Found a Cure.

From the Tilsonburg Observer.

The Rev. C. H. Backhus is a resident of Bayham township, Elgin county, Ontario, and there is probably no person in the county who is better known or more highly esteemed. He is a minister of the United Brethren church. He also farms quite extensively, superintending the work and doing quite a share of it himself despite his advanced age. But he was not always able to exert himself as he can to-day, as a few years ago he underwent an illness that many feared would terminate his life. To a reporter who recently had a conversation with him the reverend gentleman gave the particulars of his illness and cure, with permission to make the statement public. The story, as told by the Rev. Mr. Backhus, is substantially as follows: About three years ago he was taken ill and the doctor who was called in pronounced his trouble an attack of la grippe. He did not appear to get any better and a second doctor was called in but with no more satisfactory results so far as a renewal of health was concerned. Following the la grippe pains of an excruciating nature located themselves in his body. He grew weaker and weaker until at last he was perfectly helpless. He could not sit down nor rise from a sitting posture without assistance, and when with this assistance he gained his feet he could hobble but a few steps when he was obliged to be put in a chair again. For five months these agonizing pains were endured. But at last relief so long delayed came. A friend urged him to try Dr. Williams' Pink Pills. He yielded to the advice and had not been taking them long when the longed for relief was noticed coming. He could move more easily, and the stiffness and pains began to leave his joints. He continued the use of the pills for some time longer and the cure was complete. Seeing Mr. Backhus now it would be difficult to think of him as the crippled and helpless man of those painful days. Mr. Backhus is now past his 80th year, but as he said, "by the aid of Dr. Williams' Pink Pills I am as able as those ten years younger. You can readily judge of this when I tell you I laid forty rods of rail fence this year. I am glad to add my testimony in favor of Dr. Williams' Pink Pills."

Dr. Williams' Pink Pills strike at the root of the disease, driving it from the system and restoring the patient to health and strength. In cases of paralysis, spinal troubles, locomotor ataxia, sciatica, rheumatism, erysipelas, scrofulous troubles, etc., these pills are superior to all other treatment. They are also a specific for the troubles which make the lives of so many women a burden, and speedily restore the rich glow of health to pale and sallow cheeks. Men broken down by overwork, worry or excesses, will find in Pink Pills a certain cure. Sold by all dealers or sent by mail postpaid, at 50c. a box, or six boxes for $2.50, by addressing the Dr. Williams Medicine Company, Brockville, Ont., or Schenectady, N. Y. Beware of imitations and substitutes alleged to be "just as good."

A Cure For Lame Back.

"My daughter, when recovering from an attack of fever, was a great sufferer from pain in the back and hips," writes Louden Grover, of Sardis, Ky. "After using quite a number of remedies without any benefit she tried one bottle of Chamberlain's Pain Balm, and it has given entire relief." Chamberlain's Pain Balm is also a certain cure for rheumatism. Sold by all druggists. Langley & Henderson Bros., wholesale agents Victoria and Vancouver.

WHAT LEE DID SAY

Copy of Famous Dispatch Cabled by the Consul-General to Mr. Olney.

Spain Characterizes United States' Action as "Intolerable and High-Handed."

Dynamite Cruiser Vesuvius Prepares for Sea—Julio Sanguilly Pardoned.

New York, Feb. 27.—The Herald publishes what it asserts is a copy of the famous dispatch cabled by Consul-General Lee to Secretary of State Olney. The dispatch is as follows:

"Olney, Washington: Have demanded release of Scott, an American citizen, who has been kept in prison and incommunicado without due process of law eleven days. Trust you appreciate the gravity of the situation Must have warship immediately. How many warships have you at Tampa, Key West and Southern waters, and are you prepared to send them here, should it become necessary? I cannot and will not stand another Ruiz murder. LEE."

Madrid, Feb. 27.—Extreme reserve is maintained in official circles. Much importance is attached to the secret conference between the premier and ministers on the state of the war in Cuba. The procedure in the United States of Consul-General Lee is regarded as "intolerable and high-handed." The government is disposed to investigate and meet reasonable demands of the United States and the claims of American citizens. It is further determined to punish those found guilty of having inflicted violence upon Dr. Ruiz, the American citizen alleged to have been put to death in his prison.

The Imparcial says: "Americans are availing themselves of the European troubles over Crete and mean to precipitate McKinley into a quarrel with Spain." It advises the government to prepare Spain's defences by sea and land, maintaining that Spain has less to lose than the United States in the event of war.

Jacksonville, Fla., Feb. 27.—The dynamite cruiser Vesuvius, now in this port has been ordered to leave here at once and join the Marblehead, which left the mouth of the St. Johns river on Tuesday and is now at Key West.

A dispatch received from Washington City by Captain Pillsbury of the Vesuvius said that a superior naval officer would arrive in the city to-day, when the vessel will proceed south with him.

Immediately upon receipt of the telegram the Vesuvius began filling her bunkers with coal, groceries and other supplies also being taken aboard in large quantities. No one seems to know what is up.

Several cipher messages have been sent to and from Washington City.

Havana, Feb. 27.—A cable dispatch from Her Majesty the Queen Regent of Spain was received here yesterday, according a pardon to Julio Sanguilly, an American citizen recently sentenced to imprisonment for life for conspiring against the government. The news was communicated to Sanguilly, and he was ordered to leave Cuba.

Madrid, Feb. 27.—The preamble of the Queen's decree of pardon of Sanguilly says that the United States demanded pardon of Sanguilly in a friendly manner and that Sanguilly has undertaken in the future neither directly nor indirectly to assist in the rebellion. The incident is considered closed.

THE CORLISS CLAUSE.

Professor Goldwin Smith Prophesies Retaliation by Canada.

New York, Feb. 27.—Prof. Goldwin Smith, of Toronto, who is at the Fifth Avenue hotel, had something to say about Congressman Corliss' clause in the immigration bill. This clause prohibits aliens from residing in Canada and doing business daily in this country.

"It prevents those Canadians," added the professor, "who reside in Fort Erie, opposite Detroit, and those small towns opposite Buffalo and Niagara Falls from coming over daily and working. It is not only an absurd law, if it becomes law, but it is the veriest claptrap imaginable."

"What will Canada do if the bill becomes law?"

"Canada will pass retaliatory measures, of course, and much irritation and ill-feeling will be engendered. Already there is much ill-feeling on the subject, and Canadians who are anti-United States are not slow in expressing their opinions and making the best of the situation. What must the friends of this country and Canada think if such a bill becomes a law?

"I am not attacking the bill generally, but the clause Congressman Corliss had inserted. It is unjust discrimination against a friendly and a neighboring nation and is inspired by politics alone. I hope the newspapers of this country will point out the absurdity of such a clause and prevent, if possible, its enactment."

J. A. Aikman, barrister, leaves for Grand Forks, where he will practice, having entered the firm of Fulton & Ward.

MR. LAURIER'S VIEWS

The Premier Talks Freely on Imperial Federation to a Correspondent.

The Magnet to Attract Immigration Found in British Columbia.

Mr. Beckles Wilson, the Canadian correspondent of the London Daily Mail, publishes the following interview with the Canadian premier in the columns of that paper:

The beginnings of our conversation were, curiously enough, directed to English literature. Mr. Laurier is a staunch admirer and an omnivorous reader, during his scant leisure, of the present-day English novelists.

"English literature is the greatest tie of all between England and America. Any tie must be sentiment, and literature is sentiment. It seems to me that every British author writes first for these trans-Atlantic peoples, and secondly for the people of England—and his best work appears first in America."

Mr. Laurier then went on to express his belief that there never would be a war betwen Great Britain and the United States, and the thing that would forever kill the present friction, caused by international jealousy, would be a war between Britain and another power.

"Suppose Britain were in actual danger; then you would see where the sympathy of the Americans would be. They can afford to rail at the Old Country themselves; but let all Europe threaten and you would see how quickly they would take her part."

"There is a great deal of curiosity, not in England alone, Mr. Laurier," I said, "with reference to where your own sympathies lie."

My interlocutor looked at me curiously, then he leant forward, and replied in a very animated manner:

"I see you have been reading some of the Opposition newspapers, in which I am charged with being an anti-Imperialist, a commercial unionist, an annexationist even. They have not taken the trouble heretofore to ask me point blank what I am, and what my policy in that respect is. I am, therefore, the more gratified to be able to tell you. I am a Britisher and my policy is British. It is true that I am seeking to cultivate better trade relations with the United States, because I believe that at present, for a vast volume of our perishable products, it is the nearest and most natural market. But as time goes on—with improved conditions—we may afford, having built up the Imperial trade, to become independent of our neighbors. It is laid down as a general proposition that 'trade follows the flag.' I believe in this dictum—but I should suggest an amendment. It should be, trade follows the British flag. The trade lines of the empire will ultimately be political lines."

"As for Canada," pursued the Premier, "with increase of population will come increase of facilities for inter-Imperial trade; and with increase of population, too, will come a demand to be heard in the councils of the Empire. We are but five millions of people now; we can wait. But when we are ten millions it means that we must either cut loose from Great Britain or become a part of Great Britain. England must take Canada and her colonies into a regular partnership, with a proportionate control and responsibility in respect to Imperial affairs. Were I," added Mr. Laurier, significantly, "twenty-five years of age, instead of fifty, I confidently believe I should some day sit in Westminster as one of the representatives of the Dominion of Canada."

"How do you regard the Duke of Devonshire's Imperial defence scheme?"

"I cannot say that I sympathize with it. It is not within the bounds of practical politics here. In time of war, Canada's arm is at the service of the Empire, but in time of peace no Canadian minister could raise a cent for war purposes. As to a zollverein on a system of preferential trade between Canada and the mother country, that is a matter whose aspect is undergoing incessant change. Certain things are happening which may shed a new light upon it, and make it nearer and more feasible. There is the agitation for a West Indian sugar bounty, for example, or, as an alternative, a tax upon European beet-root sugar. I can well understand that this might prove the thin end of the protection wedge; although, for my part, I cannot believe that the British electorate would stand having the price of its sugar raised—even to benefit its own British refiners and the West Indian sugar planters. But, after all, a cry can be made of anything, as we politicians know too well. If, then, the West Indians are thus favored, why not the Canadian wheat-grower and butter maker? The proposal is to tax everything that enters a Canadian port that has not come from a British or colonial port. Of course, this would mean immense prosperity for our staple industries, but is the time ripe for this?"

"What interests the Dominion and its people more than anything else need at the present moment?"

"Immigration. We want more people. Canada is a rich and fertile country, with exceptional advantages. Her credit stands higher than the credit of any other Imperial colony. The masses of our people are industrious, and her producing power is steadily on the increase. But even with manifold advantages we have lacked a magnet—a 'boom' which would send people hither as they were sent to Australia or South Africa. And now I think we have found that magnet."

"You refer to the British Columbia mines?"

"The magnet I refer to is gold. It is the most powerful factor in immigration. It brings farmers as well as miners, artisans and professors; and one has only to travel through the Northwest to feel that the future settlement of that part of Canada is assured. Towns and villages are springing up in a night, and there is plenty of good land and to spare."

THE TRICKY TORIES

Hon. Mr. Laurier and the Liberals Were Basely Misrepresented at Rome.

Pope May Send an Envoy to Canada to Prevent Undue Priestly Interference.

Ottawa, Feb. 27.—Chevalier Drolet, the Montreal Liberal who visited Rome lately, says that the Pope will send an envoy to Canada to look into the school question. Hon. Mr. Laurier and the Liberals were misrepresented in every way, and when he was told the true state of affairs the Pope agreed to send an envoy to investigate. Hon. Mr. Laurier was said by the Tory priests and bishops to be a bad Catholic, Freemasons, etc.

Montreal, Feb. 27.—La Signale publishes the following story about the visit of several Quebec bishops to Rome after the general election:

"When the brief relating to the Manitoba schools had been read the prefect of the propaganda remarked that it would be well to have Hon. Mr. Laurier's version of the story. Thereupon a number of protests were raised, which, however, did not prevent Cardinal Ledochowski from insisting on the necessity of hearing the party accused.

"A brilliant thought struck Mgr. Gravel, bishop of Nicolet. 'Your eminence,' said he, addressing the cardinal, 'the faithful are under the impression that Catholics alone are admitted before this tribunal.'

"'They are right,' replied the prefect of the propaganda.

"'Do you admit Freemasons?' asked Mr. Gravel.

"'A Fremason? Never,' replied the cardinal.

"'Now,' cried out their lordships, 'Mr. Laurier is a Freemason, who does not perform his Easter duties.'

"Such is the version," says La Signale, "that has been reported of that unfortunate affair, and that is how it has happened in the 'Eternal City,' the seat of Christendom, and the hope of Catholics, the name of Mr. Laurier figures on the black list of Freemasons. Nevertheless, we are asked to accept a judgment based on such allegations. No, no, justice does not die and the Liberals will suffer for a long time before they submit to such mockery."

It is stated that this story was brought from Rome by Abbe Proulx.

Chevalier Drolet, who has recently returned from Rome, was interviewed today with reference to the school question and its results. He states that he had a long discussion with the members of the papal court on the subject of clerical intimidation; that he submitted the names of those members of the clergy and episcopate who had made themselves especially prominent in hostility to the Liberal party at the last elections. He expects, and he says that Hon. Mr. Fitzpatrick shares his opinion, that a papal envoy will shortly be appointed, who will come to Canada and investigate the matter on the spot, hearing both sides. If the inquiry results in causing the envoy to believe that the bishops acted improperly, the bishops says Mr. Drolet, will be censured. Among the prelates whom he mentioned as having taken a particularly prominent part against the Liberal party last June are those of Three Rivers, Quebec, Chicoutimi and Rimouski.

BIG BLAZE IN TORONTO.

Disastrous Fire in the Large Dry Goods House of W. A. Murray & Co.

Toronto, Feb. 27.—A fire in the large dry goods store of W. A. Murray & Co. this morning did damage to the extent of nearly $75,000. It looked at one time as if the whole business portion of King street was doomed, but he efforts of the fire department confined the flames to the building.

EW-BORN CITIES

o Incorporate Rossland, Nelson and Grand Forks Passed in Committee,

er's Institute Act Considered by the House—Point Ellice Bridge Disaster.

Thursday, Feb. 25th, 1897.

Speaker took the chair at two
prayers by Rev. Dr. Wilson.
r Mutter presented the report of
lect standing committee on print-
The report was received.
Booth presented a report from the
bills committee recommending
Mr. Begg's petition be received.
port was adopted. Mr. Helmcken
resented Mr. Begg's petition and
received.
in Irving also presented a peti-
m the Yukon Mining & Trading
y, who are asking for incorpora-
build a railway to Yukon.
Walkem moved and Mr. Helmcken
d "that an order of the house be
for a detailed statement of the
of the province for the sum of
.14, and for which a vote was
in the session of 1895-96 under
le B;' and also of any further
, if any, which might have been
d under the same vote." The
passed without discussion.

FARMERS' INSTITUTES.

house went into committee with
thet in the chair to consider the
rs' Institute bill. The first seven
s passed with but little discus-
and with only slight amendments
ighth section was laid over, as the
couldn't come to a decision rega d-
e divisions mentioned therein. Sec-
which refers to the appointment of
erintendent of Farmers' Institutes,
some discussion. Hon. Mr.
announced that this officer would
e of the present officers of the de-
ent.
al sections were, at the sugges
f the minister of agriculture, laid
order that they might be revised
proved. The schedules giving the
s and districts were laid over
committee rose and reported
s.

Cotton introduced a bill to incor-
the Kootenay Power & Light Co.
read a first time and referred to
rate bills committee.

CORPORATION OF TOWNS.

house went into committee with
cpherson in the chair to consider
t to accelerate the incorporation
ns and cities.
Mr. Eberts announced that he
eived a telegram from Rossland
by several citizens, in which they
that if any resident qualification
serted in the bill, several suitable
r municipal honors would be dis-
al. There was a delegation pres-
m Rossland, however, and the
in the act dealing with this mat-
with their views. This section
the effect that any person to be
to be elected for mayor must
en for three months the regis-
owner of $1,000 worth of real
or have been for three months
tenant in possession of lands,
property valued at $2,000. To
lified for alderman a man must
en for three months the register-
er of property valued at $500 or
ant in possession of $1,000 worth
erty. The committee decided to
his section as it stood.
the year 1897 the council of
y may pass by-laws for contract-
ts, such debts not to exceed in
of Rossland $50,000, Nelson
and Grand Forks $20,000.
al of the members asked for in-
on regarding Grand Forks. As
they knew there were no special
why the town should not want
me incorporated under the muni-
t.
Speaker Higgins, who was on the
of the house, said he had attended
ting at Grand Forks a short time
and although there were 150 or
present there was not a dissenting
against incorporation. It was of
most importance to the govern-
that the growing towns in mining
s should be incorporated as
ly as possible. Unless these
had control of their own affairs,
vernment would be called upon
vide large sums of money for the
s of securing good sanitary con-
to prevent such outbreaks of
d fever as was experienced in
nd and Nelson during the last
r.
Hume moved the following new
which was carried:
shall be lawful for the said cities,
ey are hereby empowered at any
reafter, to take and divert from
eam or streams, as may be
most suitable, and to appropriate
sufficient unappropriated water
public purposes of the said muni-
ies, and from time to time to con-
all works that may be necessary
iciently using such water, and to
dams, raceways and all works
may be necessary for the mainte-
e of such water privileges, and to
se all the power mentioned in the
Privileges Act, 1892."
Mr. Eberts announced that he
received a petition from Nelson,
g that section A, which included
100 acres, be added to the incor-
d town.
Hume replied that he had a tele-
from Nelson, which was sent sev-
ays later than the petition receiv-
Mr. Eberts. The purport of the
m was that the citizens were
that the town should be incor-
d along the lines laid down in the
bill. He knew that four-fifths of
ers in section A were opposed to
oration.
Eberts said that he was bound
pect the wishes of the petitioners.
ered that section A be added to
osite. This was lost by a vote of
.
boundaries for the city of Ross-
were not amended. The area of
is 1,920 acres. The boundaries
nd Forks were amended by tak-
t lot 380 from the limits. This
leave about 700 acres in the
.
committee rose and reported the