By Charles Battell Loomis, Author of Cheerful Americans," &c.





THE RICH LARD LADY" WHAT CAME OF THROWING THE NINE OF DIAMONDS FACE UP

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THE NEW FRENCH REMEDY

Dated this 22nd day of Feb., A. D. 1904. ARTHUR W. HARVEY.

Notice is hereby given, 30 days after date I intend to apply to the Chief Commissioner of Lands and Works for a 30-year lease of the following described lands for the purpose of stripping hemlock bark and cutting and carrying away the timber therefrom: Commencing at a post on the right hank of Nahmint river, Alberni Canal, Lence 80 chains east, 80 chains north, 80 chains west, 20 chains south, 40 chains north, 160 chains west, 120 chains north, 80 chains west, 40 chains north, 80 chains sest, 40 chains north, 80 chains south, 80 chains east, 120 chains south, 80 chains east, 120 chains south, 80 chains east, 40 chains south, 240 chains east, 80 chains south, 80 chains east, 40 chains south, 80 chains east, 40 chains south, 80 chains east, 80 chains south, 80 chains east, 80 chains south, 80 chains east, 90 chains east, 120 chains on the west side, thence 160 chains northwesterly along the line; thence 40 chains southeasterly to Alberni Canal, thence northerly elong the shore to point of commencement.

FRASER RIVER TANNERY, LTD.

FRASER RIVER TANNERY, LTD. Notice is hereby given that 30 days after date I intend applying to the Chief Commissioner of Lands and Works for a license to cut and carry away timber from the following described lands, situate on Okisshollow Channel, and described as follows: Commencing 1½ miles south of the Northwest point of Middle Valdez Island; thence east 40 chains, thence south 160 chains, thence west 40 chains to shore of Okisshollow Channel, thence north 260 chains to point of commencement.

Victoria, B. C., Feb. 25, 1904.

TYPEWRITING

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TAX NOTICE

Notice is herebys given, in accordance with the Statutes that Provincial Revenue Tax and assessed taxes and income tax, assessed and levied under the "Assessment Act," and amendments, are due and payable on the 1st day of April, 1904. All taxes collectible for the Galiano Island Assessment District are due and payable at my office, situate at the Post Office, Galiano Island. This notice, in terms of law, is equivalent to a personal demand by me upon all persons liable for taxes.

Dated at Galiano Island, March 21st, 1904. JOSEPH PAGE,

Proceedings in Supreme Court

Defendant Coigdarippe Exam-Ined- Plaintiff's Counsel Charge Him With Fraud.

Cross-Examination Begun Yesterday Afternoon and Adlourned Until Today.

(From Thursday's Daily.) Further evidence was taken yestely in the Supreme court in the

Further evidence was taken yesterday in the Supreme court in the case Camsusa et al vs. Coigdarippe, before the Hon. Mr. Justice Irving.

William Harrison was the first witness called by Mr. Crease, and testified that he was a liquor dealer, and well remembered the firm of Boucherat & Oamsusa. He was of the opinion that the firm did a very large business, second only to that done by the Hudson's Bay Company. They were large importers of French goods and cigars. He thought \$6,000 a ridculously small sum to sell a half interest in the business for. The year 1885 was a good year in Victoria for the liquor trade on account of the C. P. R. construction work then going on.

Cross-examined by E. V. Bodwell, K. C., witness said that, as a matter of fact, he knew nothing of the actual business of Boucherat & Camsusa.

A. E. McPhillips, K. C., 'admitted that the Emb estate had not yet been distributed.

E. V. Bodwell, K. C., in opening the defence, addressed his lordship, and said there was no law to prevent a

stated, the trustees arranged it for her.

Mr. Jean Coigdarippe was the first witness called, and testified that he had lived in Victoria since 1874, and had been acquainted with the late Mr. Camsusa for ten years. Witness swore that this income, at the time of the death of Mr. Camsusa, was \$200 per month. Witness learned that he was a trustee of the estate on the day of the funeral of Mr. Camsusa. On the 24th December witness and the late Mr. Erb went to Boucherat and got \$50, which was taken to Mrs. Camsusa. At that time he did not know the exact terms of the partnership susa. At that time he di-

Mr. Monteith's balance sheet was put in evidence.

The court then adjourned for lunch. After luncheon Mr. Bodwell contained the direct examination of the defendant, Coigdarippe. Several documents were proved and placed in evidence. In explanation of why the Camsusa interest was not offered for sale, witness said that Boucherat was owed the sum of \$6,658.97 by the firm on his personal account, and Mr. Boucherat could claim this at any time.

Regarding the proposition of selling the Camsusa interest, witness said it was of such a nature that no business man would tackle it. The partnership had only six months to run. Witness went into the firm on account of the part he took in the sale of the Camsusa interest, as he felt in honor bound to Boucherat to help him make it a success. The reason why nothing was asked for the good-will of the business was because the good-will was worth nothing, the business being a losing concern. The late Mr. Erb's memorandum

losing concern. Erb's memorandum book was produced, proved and placed in evidence. An entry in same was as follows: Sept. 1885. Sold Camsusa's interest to Boucherat for \$6,000.00; \$150 cash and the balance on notes. This entry explained the item of \$55.10 paid to Mrs. Camsusa on Sept. 3, 1885, the receipt for which is already in evidence; this amount was the balance due to Mrs. Camsusa out of the \$150 and some other moneys received. This bill of sale whereby the executors sold the Camsusa interest to Boucherat on August 31st, 1885, was proved, read and a copy put in evidence. Witness swore he did not pay the \$150 referred to, to Mrs. Camsusa, and the entry in the ledger of that same amount, dated September 2 and charged to him, was a portion of \$720 he had placed in the funds of the firm at 5 per cent, interest, and which he had drawn on that date.

Another entry dated September 10, 1886, for \$179.25, and which coincided with another item of the same amount paid to Mrs. Camsusa on the same day, were pointed out. They were not identical. His drawing was to pay for a horse, \$150, and the \$29.25 was paid to Mrs. Camsusa.

As a general thing Mrs. Camsusa received the interest from Mr. Erb or timself, and they took it up to the house up to March, 1886. After that and up to Mr. Erb's death, Mrs. Camsusa, or her representatives, called at the store for it.

he store for it. A partnership agreement between Boucherat and the witness was produced, proved and a copy put in. It was dated August 1, 1885, although witness swore that it did not take effect until towards the end of December of that verr.

witness swore that it did not take effect antil towards the end of December of that year.

Witness said Mrs. Camsusa had made a mistake when she stated that she got the first payment of \$29.25 on the 1st March, 1885. Witness swore that the first payment of that amount was 30th September, 1885.

Cross-examined by E. P. Davis, K. C., witness admitted having montgaged a good deal of his property away since this action commenced. He said he wamted it to pay debts; he did not care to make his affairs public. He was able to tell where the money went if necessary. On 1st September, 1903, witness conveyed five acre lots to his brother-in-law for \$1,600. In July, 1903, he sold to his relatives because he could not sell the property to anybody else. He sold the Colonist hotel to Mrs. Boucherat in July, 1903, for \$3,000 and still collected the rent. In July, 1903, he sold two lots in Fsquimalt, In August, 1903, he sold a Constance Cove property, in which he lived, for

and the question in this case is, did the trustee take an unfair advantage of the estate?

Mr. Bodwell claimed that the business lost money in 1883, and in 31 months the money lost by the firm was over \$1,300, including the interest on Mr. Bongchenat's investment of \$18,-000. The stock-in-trade was badly selected and a hard one to handle. There was no profit made in the business for two years after Mr. Camsusa's death. After that Mr. Coigdarippe's new methods proved very successful, and his industry and good business ways made the business a success.

Mr. Bodwell claimed that Mr. Coigdarippe paid Mrs. Camsusa \$50 per month, i. e., half his salary as representative of her interest in the business until the August following Mr. Camsusa's death. After that he induced Boucherat to buy the interest at a valuation of Mr. Monteith, which amounted to \$6,300 odd on the agreement that Coigdarippe became a partner, which he did the following December. The business made no profit for two years after that, and he said his lordship would see from the evidence that there was no suspicion of collusion on the part of the trustees.

Mr. Bodwell said that, as a matter of fact, that it was the trustees who got Boucherat to pay 8 per cent. After the first five years, during which he paid 6 per cent. and when Mrs. Camsus got 8 per cent. she wanted to cleam the extra 12 per cent for the five years. When Mrs. Camsus got 8 per cent. she was entirely in error, because, as before stated, the trustees arranged it for her.

Mr. Jean, Coigdarippe was the first witness called and testified that as a little witness and the said his her evidence that she made the claim for the extra rate of interest, she was entirely in error, because, as before stated, the trustees arranged it for her.