Argument on the Point Ellice Bridge Case Heard By The Chief Justice.

His Lordable in the opinion that a composite settlement could have been been consideration in each considerati

A. We find the accident was caused by the breaking of a hanger; this we consider proved by the fact that one was broken, and no other strain so great could have been put upon it at the time of the accident as that caused by the car passing over it; we further think the missing hanger strength-

(e) Q. Did the Corporation, with a view to increased traffic and the use by the company of larger cars, effect any alterations in the bridge?

A. No.
(g.) Q. Did the then company in 1892, with the consent of the Corporation, make any alterations in the bridge?
A. Yes.
(h.) Q. Were such alterations by the

company proper, having regard to the in-tended use by the company of large cars such as the one in which the deceased was

A. They might have been better.
(1.) Q. Was the bridge, after the changes nade by the Corporation and Company, strong enough to carry the large cars alone? Ditto, when loaded to their fullest

(m.) Q. Was the car in which the deceas-

A. No. (n.) Q. Did the Company, with the consent of the Corporation, use cars of a size and weight beyond the strength of the

Yesterday's proceedings were in the main technical, many eminent authorities pro and con being cited by Mr. Wilson, for the plaintiff, in asking for judgment, and by Mr. Robert Cassidy, in behalf of the city. The argument was not, however, beyond the comprehension of the average intelligent layman, and several prominent ratepayers, as well as members of the local bar, listened to the proceedings with close attention. In the course of the afternoon one especially interesting incident developed, when the Chief Justice parenthetically referred to the very great cost which the present legal proceedings must involve. He did not think for a moment that had the city introduced a moment that had the city introduced a moment that had the city introduced a city might have changed hands, and the adoption of the principle suggested would a support of the engineer and otherwise, they were asked, "Yes, because having been made aware of the bad condition of the bridge through the report of the engineer and otherwise, they were asked of the bad condition of the bridge through the report of the engineer and otherwise, they were asked of the bad condition of the bridge through the report of the engineer and otherwise, they were asked of the bad condition of the bridge through the report of the engineer and otherwise, they were asked of the cause of the disaster, they were asked, "Was the city in the interval half the real estate in the bad condition of the bridge through the report of the engineer and otherwise, they were asked of the cause of the sponsible an existing body for what that body might actually have made good. In the interval half the real estate in the bad condition of the bridge through the report of the engineer and otherwise, they were asked."

car which went through had been over-loaded. The questions to the jury had all been based on the statement of claim and the answers in every case had been might provide for the building mainten-

Bathurst case had no doubt long been a trap into which many colonial courts had fallen. The Privy Council itself had so modified its decision in that case that it was hard to say what that case was now authority for. A positive dictum that for misfeasance the Corporation is liable was found in Sydney v. Bourke, but according to Russell v. The Men of Devon and Kinnon v. Preston, it seemed to him that the same reason that they were not liable for nonfeasance would apply also to misfeasance. However, he was bound to follow the dictum of the Privy Council in the latest case, that of Sydney v. Bourke.
The principal reason for their non-responsibility was that the ratepayers constitute a fluctuating body and it was not just to hold the ratepayers of

His Lordship in the opinion that a compromise settlement could have been reached for a most moderate sum a short them Jones v. Gordon, 2 Ap. Cases, p.

having determined that the pringe at the time of its collapse was insufficient to sustain ordinary traffic, it was not material whether or not the car which went through had been overassume control of that subject by passing

the Privy Council, tending to show that for direct misfeasance the Corporation are liable, but can you find any cases where the Privy Council has so held when the point has been distinctly before them. Can you point me to any authorities, other than the Bathurst case, where a corporation has been held liable in the above of A. Yes.

(f.) Q. Were such alterations (if made)
done properly, having regard to the intended use by the company of large cars such as the one in which the deceased was carried?

A. No.

(g.) Q. Did the then company in 1892, with the consent of the Corporation, make

Mr. Wilson mentioned the Rathurst case, for nonfeasance.

Mr. Wilson mentioned the Rathurst case, in the bridge made by it, the inference, in the absence of an express and defining to the contrary, would be that the disaster was caused by some of which the city was not responsible, and it was not responsible, and take part in any such constructions.

(7.) To cultivate lands and Powell river will afford water that the disaster.

(8.) Q. Did the then company in 1892, and take part in any such constructions. Mr. Wilson mentioned the Bathurst case as showing that liability could be as showing that liability could be as well as that of nonfeasance.

The Chief Justice observed that this Bathurst case had no doubt long been a trap into which many colonial courts had fallen. The Privy Council itself case as showing that liability could be against the city. The jury had found to Alaska. "At Ri supported on the ground of misfeasance that the immediate cause of the acci-

whether any of the substituted stirrup hangers pht in by the city broke whether at the welds or elsewhere they answered truly, "there is no evidence to show;" and added, "in out thousands of dollars.

"In British Columbia they have what they broken at the weld, as otherwise it would have been attached to the flow beam." The broken hanger was not one of those converted by the city. It alone was indicated by the city. It alone of the disaster. As to the missing hanger, it might possibly, as the fury suggested, have broken at one of the welds put in old patch. The work of the disaster, whether as the result of the old patch and the welds of the disaster; everything in regard to fit the disaster; everything in regard to fit the stablishment or the support of associations, institutions, funds, trusts and considerable local capital and one speciment I saw would atton. Such a constitution, substance of the Company or the dependants or connections of such persons and allowances, and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful objects. The work westigned to the converted by the city. It alone of these converted by the jury as the cause of the disaster. As to the missing harger, it might possibly, as the fury suggested, have broken at one of the welds put in the most liberal wave and tous, trusts and considerable or ex-employees of the Company or the dependants or connections of such persons and allowances, and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful to subscribe or guarantee money for charitable or benevolent objects, or for any other company of the establishment or the suppoy

was not just to hold the ratepayers of the disaster; everything in regard to the ratepayers of the ratepayers of the ratepayers of the ratepayers of yesterday.

As instances in which corporations had been held liable for misfeasance Mr. Wilson quoted Smith v. West Derby Local Board, 3 C.P., p. 423.

cost which the present legal proceedings must involve. He did not think for a moment that had the city introduced a both the compensation to the amount of the principle suggested would compensation to the amount of the principle suggested would be practically to put an attachment on a property in the city, which, before at this late day he was inclined to think it was reasonably certain that all claims of the proceedings were initiated, it was reasonably certain that all claims of the proceedings were initiated, it was reasonably certain that all claims of the proceedings were initiated, it was reasonably certain that all claims of the compensation to the same of the compensation of of th

cision in the Bathurst case, and no one can say what conclusion they will arrive at upon the facts of this. The policy of the City in courting an adverse decision, when they might settle it for a comparative trifle, was, he thought, simple madness.

Counsel on both sides concurred with His Lordship in the opinion that a compromise settlement could have been promise settlement could have been as word and settlement could have been can say what conclusion they will arrive at upon them, their moral responsibility would be clear. But the responsibility would be clear. But the responsibility would be clear. But the statutes, their only guide and source of power, were silent on the point, and there was he suggestion to them by the government of such a duty when the bridge was taken within the city limits.

Mr. Wilson replied at length, dealing both with the authorities upon which with the authorities upon which they had taken no part."

Mr. Wilson in concluding his argument cited several authorities to show that the Corporation should be held liable, having shut their eyes to a knowledge available of defects; among the comparative trifle, was, he thought, simple madness.

Mr. Wilson in concluding his argument cited several authorities to show that the Corporation should be held liable, having shut their eyes to a knowledge available of defects; among of a non-suit. Counsel for the Corporation should be held liable, having shut their eyes to a knowledge available of defects; among of a non-suit. Counsel for the Corporation should be held liable.

onceded the time of the colors and the state of the colors and the less clear across with copper sulphides associated with galena. We made several

locations and expect to return very soon.
"The south end of Powell's lake

"An accident happened on Powel river the day we came out, which I have not seen in any of the newspapers. A prospector named McDonald, of Union, B.C., was drowned while attempting to cross the rapids in a canoe. He struck a rock, his canoe was smashed to pieces and he never rose to the surface."

FLOATED IN LONDON.

"Are accident happened on Powel undertakings of enterprises of any description, having objects which may advance, directly, the objects of this company, and to secure by underwriting or otherwise the subscription of all or any part of the share or loan capital of any such Company, and to pay or receive any commissions, brokerage or other remuneration in connection therewith. I raid any sover-(11.) To contract with, are all any sover-(11.) To contract with a sover-(11.) To

The Sunshine Mining Co. of Lardeau, B. C., was floated in London on May 3. The properties owned by this company comprise the Silver Cup, Sunshine and the Towser claims, all in the Lardeau country Preparations are already being made to develop them on a large scale. The directors are the following: F. S. Barnard, Thomas Dunn, William Farrell, J. H. Payne, R. N. Horne-Payne, R. Northall Laurie and Hon. Forbes G. Vernon.

The Adventurers of British Columbia, with the modest capital of £25,000, have had their stock largely subscribed in London.

FROM NANAIMO LAKES.

In the window of the Fron Day of Savey kind of Sa The Sunshine Mining Co. of Lardeau

NOTICES.

CERTIFICATE OF REGISTRATION OF A FOREIGN COMPANY

trading and financial business of any and every description, either as principals or agents, and to buy, sell and enter into contacts, either absolute or conditional, in respect of stocks, shares, debentures, debentures stock, bonds, obligations, options and securities of every or any description in any part of the undertaking and liabilities of any now existing or future company, and to conduct, liquidate or wind up the business of any such company:

(21.) To enter into partnership or into any arrangement for sharing profits, cooperation, reciprocal concession or otherwise, with any person or company, and to conduct, liquidate or wind up the business of any such company:

(21.) To enter into partnership or into any arrangement for sharing profits, cooperation, reciprocal concession or otherwise, with any person or company, and to conduct, liquidate or wind up the business of any such company.

and hydraulic works, factories, ware-houses, ships, steamers, tugs, barges, machinery, locomotives, wagons, appliances, apparatus and other plant and works, and to contribute, to subsidise, and otherwise aid and take part in any such constructions,

and take part in any such constructions, is works or operations:
(7.) To cultivate lands and properties, whether belonging to the Company or not, and develop the resources thereof by building, reclaiming, clearing, draining, damming, ditching, farming, planting and otherwise upon such terms or system as

eign or other power, govern, ment or state, or any municipal or other box, 'v, politic or corporate, or company or person, 'd, for or in elation,'

expedient) any debentures, debenture stock or securities of the Company:

(17.) To sell, lease, charter, or otherwise-dispose of absolutely or conditionally, or for any limited interest, the whole or any part of the undertaking, property, rights, concessions or privileges of the Company for such consideration in cash, shares or otherwise as the Company may think fit, and to abandon any part of the business for the time being of the Company, and to carry on any of the objects mentioned in this clause to the exclusion of the others.

(18.) To subscribe for, purchase or otherwise acquire the shares or stock, whether ordinary, preferred or deferred, or the debenture bonds or other securities of any company, and to accept the same in payment for any property sold, or business undertaken, or services rendered by this Company, and to hold, sell or otherwise dispose of the same:

undertaking, property and habilities of the Company, or for carrying on any business or doing any act or thing which may be deemed conducive to the prosperity of this Company; also, to acquire the whole or any part of the undertaking and liabilities or any now existing or future company, and to conduct, liquidate or wind up the business of any such company:

unt and negotiate bil ssory notes, warrants and other negotiable

The Companies Seals Act. 1864." ar

B.C. STEAM DYE WORKS, 141 Yates Street, Victoria. Ladies and gent's garments and household in-nishings cleaned, dyed or pressed equal to new. e13-lydaw

STOCK LERTIFICATES STOCK LEDGEN STOCK JOURNALS MINERS' PAY SHEETS. MINERS' CASH ABSTRACTS MINING REPORTS MINING MAPS AND PLANS SEALS.

WRITE FOR SAMPLES AND PRICES TO

THE COLONIST,

VICTORIAL

(From THE DAILY COL THE C

THE Nanaimo Equital ciety is winding up its a C. W. IRELAND and have made application the provincial bar.

PRIMROSE lodge No. 20 ed at Kamloops, has income Benevolent Societies THE Mineral City Tow only joint stock comp week. It has its head land, and capital stock

REV. P. H. McEwen of day at the funeral of the of Mr. and Mrs. W. Dis avenue. The parents ha very many friends.

A TELEGRAM from Chir vincial police departn that Jans Moore, convic of the murder of Ind neen sentenced to

MR. GIBSON, the man day night through being frightened horse in front ng car on the Esquin as expected, to be but He sustained simply a of the head.

VEN. ARCHDEACON Rev. W. D. Barber, M. tington, M.A., B.Sc., an M.A., have been appoin the Superintendent of examination of publ 1897.

MRS. Ellen Bourne of sister of Ethel Gordon suicide in San Francis day, can throw no tragedy, although the message in which she Among the graduates

degree of B. A. at the red of Queen's University, Victoria lady, Miss At daughter of Mr. D. F. street, Victoria West. a high stand in all th course, especially in languages and English Fraser intends entering t fession in British Column

MEAGRE Information ceived by his friends in the death, at the hands South Africa, of C. W. some years ago was a Bank of British Columb city. Failing health inc son to leave Victoria tralia, where he spent He then returned to Lo last heard from when position in the South A bank, and left England his duties in the Dark dispatch aunouncing hi more than that he has to death by a native."

The many friends o storae, R.M.A., will re that officer's term of se and that he and Mrs heave Victoria for the the division at Portsmothat date. Colonel Rarelieved by Major Warr M. A., who, according papers, started for this last month. Major his first commission as September 1, 1886, and November 5, 1896. H gunnery instructor since war services are as tian expedition, 1882, a of the forts of Alexan

and the bronze star. Acting in behalf of barrister George E. P morning make applicati Supreme court judges lease on bail. The same yesterday made to Po Macrae, but refused on with judges of a higher the magistrate did not d responsibility involved weeks ago since the sho Brown, his father-in-Aiken's arrest, and ever ne has been in custody, covery of the injured may been able to give his shooting, it will be redone through the door time endeavoring to get law's house, and Aike defence and personal features.

In the County court Harrison devoted both afternoon to what was trial of the case of Geo convicted in the city licensee of the Russ I liquor illegally on East this conviction Condoge eging that if an offend not he, but his sub-ter was responsible. Mr. city, rests his case on t of the licensee for the licensed premises, whi Fell takes a contra s has been reserved, and sion of this case a action in which F action in which E. Grand Pacific, is the adjourned in the city |

CANADIAN I A young man named was drowned while fis

The will of the late J leaves \$100,000 to Mc The estate is estimate \$2,000,000, and the bull the family.

A two days' province liquor license holders in ed for June 17 and 18 at

plans respecting the procite will be resolved on Rev. J. C. Speer le Rev. J. C. Speer to Victoria to-day. War Eeagle consolic fallen to 80 asked, 79 since the decision of the defer extensive shipme Nest Pass road is built

Several members of tingent have been dis doctor's examination service required. Seve been changed and alte tingent presents a mo pearance.