kept that information from him. It was clear from the evidence that the character of the man was only to leave any property to his relatives as long as he thought they were in poor circumstances. The family ties were very weak, as was shown by the correspondence. Samuel Adams, a man separated from his family, having not seen this man for 46 years and who knew nothing of William, left his property, as it would be shown, to a man who had treated him with uniform kindness, and it was not wrong that in his last days he should turn his thoughts to those who had been far more to him than his own family. There was no evidence to show that the deceased was not in a condition to make a will or that any coercion had been used. It would be shown that the testator made the will without having even discussed the matter with him. The will was drawn and signed voluntarily.

The Attorney-General, before the defendant's witnesses were called, wanted the point of law decided. The authorities quoted by Mr. Bodwell were all of ordinary wills, whereas this was an extraordinary will. An ordinary will left property in a natural way to relatives. Then it was quite proper that some dissatisfied relative should have to make his evidence to the fact. In this case, however, it was shown the deceased went to McBeath's very unwillingly, and the very next day made his will in a way contrary to all his former intentions. The onus of proof, as he (Mr. Davie) said in the beginning, was on the defendant. He had argued that when a person makes a will and leaves his property in an extraordinary way and the legatee is instrumental in preparing the will, this onus was on the legatee. This was shown by Fulton v. Andrews (H. L. Rpts. 7, pp. 448). Mr. Hall was sent for, not to go to the man's bedside and take his last wishes from him, but Mr. Hall took the will already prepared by Mr. McBeath's instructions. The same principle was laid down in Mitchell v. Thomas, also a Privy Council case, and Parker v. Duncan (62 Law Times, pp. 642).

Mr. Bodwell held that Fulton and Andrews was not the same case, as the legatee was the same man who drew the will, while in this case Mr. Hall was an independent party, who took every precaution to see that the will was the voluntary desire of the testator. The case of Parker vs. Duncan was also different from this, for the same reason as Fulton and Andrews.

His Lordship was not prepared to decide the case yet, but considered that the mere suspicions attending the making of the will made it necessary to show that it was a *bona fide* transaction.

At the request of the counsel for the plaintiff, all the witnesses for the defence were asked to leave the court.

Thomas Adams, recalled by His Lordship, said he had made a special arrangement with the Home to come here. They made no stipulation that he should give a certain sum to the Home if he gained the case. They merely asked him not to forget the institution which had done so much for him.

Mr. Bodwell began to question witness; whereupon the plaintiff's counsel objected; that witness was called for a special reason and could not be re-cross-examined.

His Lordship upheld the objection.

Mr. H. G. Hall, solicitor, was called. He said—I know the defendant. He came to me and asked me to draw a will. He told me Mr. Adams wished to leave his property to him. I drew the will. (Will produced and sworn to.) I went to Mr. Beath's residence and into Adams' room. McBeath told him who I was, and defendant assisted Adams to sit up. I asked Adams if he wished to make a will. He said he did. I read the will and asked if it was in accordance with his wishes. He said it was. I said, "do you wish to leave all your property, real and personal, to McBeath?" He said he did. Adams said he wished me and Mudlin to witness it. He then said, "I'm glad it's done." He pointed to a drawer in the table, saying there was money there to pay me. He said after the will was signed, "If I should get better and want to change it can I do so?" I said "yes." Adams was at that time sick, and told me that he was in pain. I understood they were rheumatic pains. I noticed McBeath spoke loud when addressing him; so I also raised my voice to speak. As far as I could judge, he knew everything that was being done. He was not in a comatose state when I was there. I did not know either him or McBeath or Adams before that. I took steps to have the will probated, but a caveat was put in. I took proceedings afterwards to set aside the caveat, and it was nearly a month afterwards that the caveat was set aside. McBeath told Adams when we went in that I had brought the will which he wished signed. When Adams sat up and the will was put before him; his hand was unsteady. McBeath offered to assist him but he refused and wrote without assistance.

Cross examined by Hon. Mr. Davie—I wrote the will out before I left the office. That was nearly five o'clock, and it was nearly seven o'clock when the will was signed. I have told all the circumstances as nearly as I can remember. When we went into the house McBeath said to Adams, "Here is Mr. Hall, the lawyer, with the will for you to sign." I don't think anything further was said till Adams sat up. I said, "I have a will which if you wish to sign I will read to you," or words to that effect. I can't remember exactly the very words, as it was eighteen months ago. After the will was signed the testator wished McBeath to pay me and pointed to a drawer where there was money. I did not wait to get my pay that night. I understood from Mr. McBeath that the testator had a house and lot. Just before the will was signed, I said a witness was required. Did not know till Mr. McBeath made his statement before the official stenographer that Mudlin was Mrs. McBeath's brother. I did not think it necessary to see the testator before making the will, as long as I found it was in accord with his wishes. It is my usual custom, however, to enter into a conversation with clients to ascertain their wishes before making a will. Mr. McBeath did not tell me he was going to write to the relatives. My bill for making the will was put in with the after expenses in connection with the will—the whole coming to about $52.

To the court: Have an indistinct recollection of Mr. McBeath saying the testator had no relatives living. This was either in my office or on the way down.

D. McBeath, the defendant, was called. He said: I have lived here since 1879. I first knew Adams in June in that year. I had the adjoining room in the cabins on Johnson street to Adams. We lived there over two years. Had been friendly with Adams ever since. Adams used to talk of his sister in Australia, and several years ago spoke about some friends who he said wanted to come and live with him, but he did not want to be bothered with them as they had never done anything for him. Adams, when I did anything for him, said, "That's all right, Mac; it will be all right some day." Adams said R. T. Williams had always been insisting on his making a will. After they had it drawn up he destroyed it as it did not suit. He did not tell me what was in the will. On Monday evening, November 9, I found the old man ill in his house. Next day I came back to see him and sent for a doctor. The doctor advised Adams to go to my place. Adams had always promised if he was ever sick to come to my place; had no idea of obtaining any influence over him; only wanted him to come because he said he was lonesome. Adams said that he got sick by getting wet while pulling apples; Adams' friends thought it best for him to be removed to my place; I heard nothing about him going down town to post a letter; we took great care of the old gentleman, four of us being up night and day with him alternately; I contradict what Kirsop says about a conversation with me about a will; I don't remember anything of the kind and so far as his nephew's being concerned, I never knew he had any until this case came up. When the will was drawn I was at work at the shop; they sent for me; saying that Mac wanted to see me; when I went home I asked him what he wanted me for. He said he always promised me that what little he had left, I should have, and he said if I got a lawyer he would draw his will. I just went to the first law office and got Mr. Hall, who came to the house and had a conversation with him, and drew the will reading it over very carefully, as Mr. Adams was deaf. Mr. Hall asked him after it was all read over if he was willing I should have all the property, and he said yes. Then he said, "Mac, you will find some money in that drawer to pay the gentleman with." Mr. Hall said that would be all right. I did not help him sign the will, but I had my arm around him to hold him up. He was then suffering a good deal of pain, but was not in a comatose condition, or anything of the kind; nor was he ever in that condition during his last illness. I never exercised any undue influence over him, nor did I tell him that the nephews should not get the money. The will was drawn on the 11th and Adams died on the 18th. I don't remember ever hearing Mrs. Noble say what she says she said in my house; in fact I do not remember that she was at my house on the Sunday, or that I was there at the time. After the will was proved I went back to Adams' house, where I found a number of documents, which I now produce. In the back of this book I found a number of addresses, and I then wrote to the plaintiff the letter which has been produced, telling him of his uncle's death. I found in the house some photographs and quite a few books, but no letters, except those I now produce. It is not true that I burned any of the documents as was suggested. The reason he had delayed writing was because he had not the book, owing to the dispute about the will. (Letter produced and read.) The reason I used that expression "whatever little was left" was that it was a common expression of his. He used to say he did not know of anyone he would sooner have the property than I. The property he had left was about $2,000 in cash and perhaps $2,000 or $3,000 for the lot, the whole estate being valued at about $5,000 to $6,000. The improvements I afterwards put on cost me $1,600, and then I put the place in the real estate agent's hands to sell it at $8,000. At the time I wrote this letter the debts had not been paid. I did not know what the lawyer's bill would be or the doctor's. I never kept anyone from seeing Adams while he was at my place, but he said he did not want people to be coming in all the time and talking to him. I never looked in the cupboard in Adams' house for anything. When Mrs. Glebe rented the house she got everything in the cupboard. I helped Mrs. Glebe moved in as the day was raining, but I don't think there was any fire. The only money I found was five dollars and some silver in the house. I did not ever know Adams to keep any large amount of money about him. I have seen Mr. Williams once at Adams' house, but I never saw Mr. Kirsop there. I do not know of Adams being a man of eccentric habits; when Adams made the will he knew what he was doing, and was not weak in his mind as is suggested.

The examination in chief was concluded at 6 p.m. and the court adjourned until 11 o'clock this morning.

Interest in the Adams v. McBeath disputed will case increases with the volume of evidence, and new facts of a semi-sensational nature are being brought out at almost every stage. Thursday was the fourth day, and a long session was held, the court opening at 11 a.m. and sitting until after 6 p.m., with a short interval for lunch. It will take at least another day, possibly two, to wind it up.

Before any witnesses were called, the Attorney-General asked leave to recall a witness who had been examined Tuesday, but all of whose evidence, owing to defective briefing, had not been brought out. He cited authority, showing that in cases of this kind, the utmost discretionary powers were left to the judge at the trial, and the court above declined to interfere, except in extraordinary cases.

Mr. Bodwell objected, but the court decided to allow the witness to be recalled for the sake of justice, and in order to allow all the information in the matter to be brought out.

William McDonald was then recalled. He said: I remember before Adams' death going to his house with Mr. Kirsop. This was when Adams was still in his own house. McBeath was there at the same time. There was a conversation between McBeath and Kirsop. Kirsop said to McBeath to take Adams over to his house and get him to make a will if he was competent to do so. Kirsop told McBeath that he had been trying to get the old man (meaning Adams) to make a will for some years. All the money he had in the bank, something over $2,000, and all the property he had was to go to his nephew in Liverpool. This meant that Adams wanted the money to be disposed of that way.

Witness was put through a short but exceedingly sharp cross-examination by Mr. Bodwell, who, however, was unable to break down the testimony in any particular. Witness stated that he had known Kirsop for twenty years. The conversation referred to took place the morning of the day Adams was removed.

To the Court: The reason I did not tell this yesterday was because I was not asked.

Mr. Bodwell: It is very likely the Attorney General would have missed this.

The Attorney-General: Upon my word if you had seen my instructions you would not wonder that I missed it.

Mr. McBeath, the defendent, was then recalled. Mr Bodwell's first question was as to "the story of this extraordinary conversation we have just heard." Witness denied positively that anything about a will was said in his presence. The conversation had was mostly about what would be the best thing to do with the old man.

"Kirsop stated that it would be as well to take him to my place, as I had suggested," he said. "I think I went to the doctor myself and left Kirsop and McDonald there. Kirsop never spoke to me at all about the old man making a will in favor of a nephew. I had a conversation with Barrett the night before the old man was removed and asked him if the old man had made his will. He said he did not know. He said he did not interfere with the old man's business and did not know if he had $5 or $5,000.

Cross-examined by the Attorney-General: I deny that such a conversation as the one McDonald alleges ever took place between us. I am ready to swear positively there was nothing of the kind said at all. I remember that Kirsop and McDonald were there, and they might have had a conversation about a will, but I did not hear anything about it. They were there first about 10 o'clock, and I left them there while I went down to get the doctor. When I came back they were gone, but came back again about noon; the doctor came and advised that he should be taken up to my house. I have known Adams since 1879. He was not a fellow countryman; I am a Scotchman and he was Irish. I don't know how I came to the conclusion that he was an Irishman, but judged so from the conversation. He told me he had travelled considerably, and that he came from Liverpool. He had been in Australia and South America and in Toronto. He told me his age at some time; but I don't remember it; he said there was just one year difference between his age and that of Sir John A. Macdonald. In 1891 I used to see him once every week or so; but before that I used to see him a good deal oftener. The reason I saw him less frequently in 1891, was that he was in sounder health in 1891, than before that and besides that I was married. I put the death notice in the papers. When Adams was moved to my house his box with some clothes in it was also removed to it. I found the bank book afterwards in the box in a little tin box he had made to hold deeds and such like. The first I knew of his having any money in the bank was when I saw the book. I never heard Kirsop say and he never told me that the old man had money in the bank. Before I wrote to Thomas Adams Mr. Boyd had come to me and had told me that Mr. Williams was going to write to Adams' relatives about the property. Then I wrote the letter now produced. When I said in that letter that the will was made some time ago, I meant that it was drawn up by Mr. Hall a while ago, just when the death occurred. I said in the letter that I was in possession of what little property there was left after paying the doctors and nurses and lawyers. The nurses were my wife and I and Mr. and Mrs. Modyland. The lawyers fees were $53, and the doctor's bill was $35. The funeral expenses were $86. This was $174 in all. There was $2,275 in cash in the bank and the property besides.

Q. That was a great hole to make in an estate valued at $8,000?

A. The estate was not $8,000 then.

Witness continued: The nurses were not paid, but they ought to have been for being up so much at nights and so forth. I don't know whether or not Modyland burned any of the papers. I am not prepared to dispute the statement of Mrs. Hogan that papers were burned. The reason I did not go up to the house was that I did not think I had any right to do so until the probate was obtained. I did not have the probate in my hand; but I expect it was at the house. This was about the middle of December. Don't know that probate was not issued until January 21, 1891. Witness continued that he was not now sure about the probate being issued; but had been told by Mr. Hall that it was all right now. It was five or six years before his death that deceased first spoke of coming to live with me. He then said he was getting lonesome and wanted some one to cook for him. It was ten years before his death that he told me he would leave me his property as he liked me better than any one he had ever known. Adams was a truthful man, and I was astonished when I heard the letters read that he wrote to his nephew saying that he would leave the property to him.

Q. What did you think of his action?

A. The old man was all right so far as I was concerned. (Laughter.)

Witness continued: Adams was in his senses when the will was made. I don't remember if the word "heir" was mentioned or not. He had been in his senses from the time he came to my house until the will was made, and for four or five days after that. He was sensible on Sunday night, but I couldn't swear if I ever saw him sensible after that. So far as I knew, though, he was sensible right up to the time of his death. The doctor did not tell me it was a hopeless case, and I never had the curiosity to ask. The doctor did say, though, that he didn't think Adams would get over it. He said it was just a matter of time. He never said anything to me about his nephews' little children, nor asked me to remember them.

The court adjourned at 1:45 p.m. for luncheon.

When the court met at 2:30 p.m. Mr. McBeath was recalled. He said: The room in which the conversation referred to this morning took places measured about 10x18 feet. The room in my house which was occupied by Adams was about 10x10. Mr. Hall is now my attorney. I instructed him to defend the action and had the statement of claim read to me.

The Attorney-General read paragraph six of the statement of defence and was about to ask some questions on it when Mr. Bodwell objected that the defence was a matter with the solicitor and not with the client.

The court ruled that some questions

A.—I don't know.

Q.—What induced you to think that there was some necessity for informing them of the disposal of the property if you did not think they were relations?

A.—I did not think they were any relations. I would have just written the same letter to any one of the others. If I had taken the last name on the list I would have written him the same.

Dr. Milne was called and recited his connection with the case as physician. He testified that on the day when the will was drawn, Adams was, in his opinion as a professional man, quite clear and capable of transacting any business. On the 15th he was not so clear, on the 16th he was partially unconscious, and next day he was unconscious, remaining in that condition up to the time of his death. Up to 48 to 60 hours before his death he was quite capable of making a will. Adams had objected to going to a hospital, but had consented to go to McBeath's.

Cross-examined by Hon. Mr. Davie: I may have remarked to Barrett when he came for me to go and see Adams for the first time during his last illness, that the clock had well nigh run down. That was my opinion. Adams was pretty deaf, but by speaking loud I could make him hear. I had no talk with him about his worldly affairs, and my opinion that he was in his right senses is from my conversation with him as to his ailments. Kirsop said to me when he came for me, to go up to Adam's house, that they had been trying to persuade the old man to go to McBeath's or to the hospital, and he asked me to assist in persuading him. When I went to the house, I told Adams that I thought the best thing would be for him to go to McBeath's; but his mind seemed to be made up. I have no memoranda in my visit book of the patient's condition, and consequently speak only from memory. Owing to the condition the old man was in, he was kept lying down as much as possible. I had no difficulty in persuading him to do what I wanted. I remember Mr. Williams and some others coming to the office a few days after Adams' death. They asked me if I thought he was in a condition, when I first saw him, to make a will. I don't remember that I replied. He knew me the first two or three days, and after that he was very drowsy. I don't remember saying to them: "The most important thing about the will is if Adams did not read it over himself, it should have been read to over him." I don't remember asking if Adams knew what the will contained when he signed it, or that I advised those who came to see me to get their wills made in time. If I had been asked to examine the man as to his physical capacity for making a will, I would probably have examined him more closely in this respect. It would have been a wise precaution. It sometimes happens that a man's physical condition may be so weak as to render him incapable of making a will. When a man is weak he may be prevailed upon easily.

Q. Although Adams was able to discuss rationally general subjects, still if you questioned him on any particular matter, he might have proved to be insane?

A. It is possible.

Q. Would not an examination under these circumstances have been a wise precaution?

A. Yes.

Q. And if you had been told that he was going to make a will, and had been consulted as to his mental capacity, would you not have made a further examination.

A. Yes.

To Mr. Bodwell: This might also apply to people who are perfectly well. There are people walking about the streets of Victoria who, if they were examined, might be found to be insane.

Mrs. McBeath deposed: Knew Adams for about nine years and had seen him frequently. I used to go and visit him, and he said I was the only lady that ever came to see him. I went to see him six times in 1891, and he was down at our place five times. He told me he would come to live with us; he was getting old and did not care about getting up a meal like he used to. I used to send him up presents of food or something. He never spoke to me about money at all, and never spoke of any relations except his sister, of whose death he told me. I remember when Mr. Adams came to our place. He was glad to get there. A few days later Mr. Adams had asked me when Mr. McBeath would be home. I told him he would not be home until late. I sent my sister, Mrs. Modeland, over for my husband. When Mr. McBeath came home he went in the room and I heard Adams tell him he wanted to get a lawyer and make a will; my husband then went down town and came back in a couple of hours with Mr. Hall. They went into the room. I heard Mr. McBeath say: "I've brought the lawyer." I heard Mr. Hall ask Adams if he was quite willing to leave his property to Mr. McBeath. He said he was quite willing, and that this should have been done long ago. They read over something I did not hear. Mr. McBeath and I sat up with him until midnight. Next day his condition was just the same and he never talked any "foolish" that I heard. His mind was the same until Monday at noon. He would get up himself, and I was afraid he would fall; then he began to be weaker afterwards. He could not talk quite so much or so clearly. On the Tuesday we could not understand anything he said. The second day he came to our place he told me he didn't care for visitors. I remember when Mrs. Hogan called on the Sunday. Adams recognized her, but said nothing except that he was very sick. After we came out of Adams' room, and while we were standing at the door, Mrs. Hogan asked me if the old man had made a will. I said I didn't know anything about his affairs, as she was a stranger to me and I didn't think it was any of her business. Mrs. Hogan then said that we ought to write to his relatives. I said I didn't know he had any, and she said he had some nephews. I said I never heard him mention them. My husband was in the room at the time, but I don't know if he heard the conversation. I told my husband about it afterwards.

Cross-examined by Hon. Mr. Davie: When the old man came to our place he was not so sick but that we thought he would get around all right, and it was three or four days after he came that we thought he would not get all right. When the will was read over I could not hear it distinctly—that is the reason I cannot say what it was. I was in the kitchen when Mr. Hall was in the room right off it. Mr. McBeath was surprised at the mention of the nephews, and said he hadn't heard anything about them.

Re direct by Mr. Fell: When I told my husband what I had said to Mrs. Noble, he asked me why I had not told her that the old man had made a will. I did not think it was any of her business.

Issac Modeland deposed: I live at Seaforth, Ont.; was here for a year in 1884 and knew Adams, whom I saw at McBeath's and up at his own house. He and McBeath seemed to be on very good terms. I was back here in 1886 and remained here until March, 1892, with an interval when I went East and got married. I am one of the witnesses to the will; I remember the circumstances. Mr. Hall came to the house with McBeath; they went into the bedroom; Adams sat up in bed with McBeath beside him and Mr. Hall read the will. He asked Adams if he understood it and the old man said yes. After the will was read through and signed, Mr. Hall asked Adams if he was well satisfied with the will and he said yes. Then Mr. Hall said this ought to have been done long ago. Adams then said there was money in the drawer to pay the lawyer. After the will was signed Mr. Adams asked if it could be altered at any time, and Mr. Hall said yes, you can alter it when you like, right away if you want to. Mr. Adams signed the will voluntarily and freely and without any coercion at all. I was up at Adams' house on View street after the old man died and before Mrs. Glebe moved out. I put the chairs out and some newspapers and magazines in a box and put them outside. I heard Mrs. Glebe say in court the other day that I burned some papers. I didn't burn any papers or have any reason to do so. I burned no letters. I saw no letters in the house and never touched one. Everything I took away is down at McBeath's now.

The court adjourned at 6 o'clock until 11 o'clock to-day.

A THREAT TO KILL.

Interesting Case Partially Ventilated in the Police Court Before Magistrate Macrae.

Mr. T. W. Pierre Tells of the Arrangement with Mr. Jackson and Its Termination.

In the city police court yesterday morning Charles Kenward and William Kirk Jackson were each charged with having used threatening language, and each found sureties in the sum of $100 to keep the peace for a period of three months. The case of Mr. Jackson, in which Mr. T. W. Pierre was the complainant, possessed elements of somewhat peculiar interest, and which will also be ventilated in the County court suit of Jackson v. Pierre.

Mr. Pierre was the only witness in the Police court action. He summarized the threats used by charging Jackson with having said to him: "I will kill you," or words to that effect, and after asserting that he considered himself in danger, proceeded to review the circumstances leading up to the trouble. According to the complainant's deposition he and the defendant have been acquainted for about ten years, defendant now being about 77 years of age. Some time ago the defendant, Jackson, gave to Pierre certain sums of money—$420 in the first instance, then $25, $10, a check for $11.50, and a stone, which was sold for $3—with the understanding that Pierre would take care of him should he be unable to work. For this consideration, he also promised to deed to Pierre ten acres of land in the town of Whatcom.

"He told me he wanted me to take care of him," said Pierre in the Police Court, "I was to use, and did use the money in my own private interests, as well as in caring for him. I can't say just how much I expended on his account. The $420 was given me prior to December last, and Jackson took no receipt for the money as a gift to me. Last week he came to me and asked for $200, saying he wanted to go away. I told him I had used it, and hadn't that much. He said: 'Where is my money, then?' I said that I didn't know anything about his money, and he answered that he had given me money to keep for him. This, I denied; I told him that he had given me the money.

"What he had said was: 'Here, take this money and use it as you like. I'm only sorry I didn't give you the two lots instead of selling them.' He said: 'I'll only need a suit of clothes and a pair of boots; I'm not going to last long.' I told him that would be all right, I'd do the right thing by him. He gave me the money after he had deeded me the ten acres of land at Whatcom. I considered that it belonged to me personally, and used it accordingly. He gave me the land and the money to keep for him should he get out of work.

"I didn't refuse to give him the $200. I told him to wait and he'd get it; that if he didn't want me to have it I would return every cent of it to him. I intended to restore every cent of it less my account, $300 48, for board, loss of time, etc. I cannot tell the items of the account. I was willing to give him his balance. He told me the day afterward that he was going down to his lawyer in the Giscomb case and that he would "fire" mine also. I advised him to keep cool, and told him that I'd give him $100 on account, and that if he came round at 4 or 5 p.m. I'd try to have the rest for him, less my account.

"Well, he came and I told him to go and bring Mr. Sharp, my father-in-law, and I would then pay him. He said he had nothing to do with Mr. Sharp. I arranged to meet defendant at Mr. Sharp's house on the Friday evening following, and did meet him there and tendered him $169 02 in full of account, less my board bill, etc., several items of which he disputed.

"On Thursday morning the defendant came into my shop, on his way to his lawyer in the Giscombe v. Worlock case, and threatened to bring me into court. He then said if the court didn't settle the case to suit him he knew what to do. I asked him what he would do and he said, 'I know how to fix you.' I asked him how, and he replied, 'kill the three of you,' meaning, as I understood, Mr. Giscombe, Mr. Worlock and myself. The threat frightened me; I really believed the defendant would hurt me. Two days after I laid the information, I was standing at my door getting ready to go out when the defendant came along. We were talking about how he came to give me the money and he said he was not satisfied with my account. Suddenly he jumped up and rushed at me with his fist clenched. He said: 'You talk like that to me after you rob me, will you?' I opened the door and got out. Afterwards I met him with others present, and was not afraid. I tried to arrange a peaceable settlement but could not."

The case of the Canadian Pacific Navigation Co. v. the steamer Wilmington to recover $1,000 for towage and salvage comes up for trial on Monday next in the Admiralty court before Sir Matthew Baillie Begbie, local judge in Admiralty. The claim is for taking the Wilmington off a place on which she had grounded near Vancouver. The defence is that the service was not worth the money and was not solicited, as the Wilmington would have come off at high tide. Messrs. Bodwell & Irving appear for the plaintiffs, Messrs. Eberts & Taylor for defendants.

The report of the survey held on the steamer Romulus was completed yesterday and was officially presented to her agents, R. P. Rithet & Co., Ltd. The facts contained in the report are about as stated in yesterday's issue.

BOARD OF ALDERMEN.

An Offer of Free Band Music for the Park Not Harmoniously Received.

The Saanich Railway Scheme Still Living—Coal Tenders All at One Price.

The City Council met last evening, Mayor Beaven in the chair, and all the members present.

The City Assessor reported the petitions against the improvements on Montrose avenue and Stanley avenue not sanctioned.

The engineer of the Victoria & Sidney railway sent a communication in answer to a resolution of the Council, enclosing a plan of the road along Elk and Beaver lake, and stating the property required for right-of-way.

ALD. MCKILLICAN suggested that a committee should see that the level of the road be sufficiently high so as not to interfere with future enlargements of the water basin.

On motion of Ald. Belyea, seconded by Ald. Henderson, this suggestion was adopted.

MUSIC FOR THE PARK.

Lieut.-Col. Holmes, commandant of C Battery, wrote, offering the services of their band to play from May 1 to September 30, at Beacon Hill Park from 3 to 4:30 o'clock; and at the Market Hall from 8 to 9:30 p.m., on alternate Saturdays; the Council to provide conveyance for the band.

ALD. MILLER objected that the poor people could not attend at the park on Saturday afternoon, or at the hall in the evening, and he thought it a pity that the music could not be given on the park on Sunday afternoons, as had always been the custom.

ALD. MCTAVISH said he had spoken on this subject to Col. Holmes, who was willing that the band should play on Sunday if requested by the Council.

ALD. BELYEA considered that the bandsmen of C Battery were just as much entitled to a day of rest on Sunday as anyone else, and if they were not willing to play on Sunday he thought they should not be asked to do so. Saturday afternoon being a very general holiday was a most fitting time. There were a large number of citizens who objected to having music in the park on Sunday, and these should be considered. He moved that Col. Holmes' offer be accepted with thanks.

ALD. MCKILLICAN seconded the motion and strongly protested against the desecration of the Lord's day by having music in the park.

ALD. MUNN said the bandsmen preferred to play on Sunday.

THE MAYOR thought very many people, to whom they should not needlessly give offence, were very strongly opposed to Sunday music.

ALD. HENDERSON said that for the sake of gratifying the one thousand narrow-minded people who thought it a sin to listen to a tune on Sunday the ten thousand who wanted to hear it should not be disappointed.

ALD. MILLER stated that the bandsmen themselves, through their authorized leader, had applied for permission to use the stand on Sunday. The tram car people had offered them free transportation to and from the park. They knew when they would have the best congregation.

An amendment by Ald. Miller requesting Col. Holmes that the music be furnished on Saturdays and Sundays alternately was ruled out of order. Ald. Belyea's motion failed to carry and the matter was left undisposed of

VICTORIA, SAANICH & N. W. ROAD.

The following letter was read:

VICTORIA, April 19, 1893.

To His Worship the Mayor and Aldermen:

GENTLEMEN:—I have the honor, in accordance with the advice and concurrence of the directors of the Victoria, Saanich & New Westminster Railway Company, to inform you that negotiations are now pending for the purpose of completing all necessary arrangements to secure the immediate commencement and vigorous prosecution till completed of the Victoria, Saanich & New Westminster railway, in accordance with the provisions of the charter of the company, and that such negotiations are likely to be completed wi hin a brief period.

Under such circumstances I am instructed to ask the Municipal Council to defer any present action calculated to alter the existing relations between the company and the corporation, and particularly with reference to the Victoria, Saanich & New Westminster Railway Interest Bonus By-law, 1889, as such action may jeopardise the negotiations now pending, and operate disastrously to the best interest of this city, and also to the company who have expended a large amount of money, as well as a long period of time, in endeavoring to secure rapid communication between this city and the cities of the near Mainland.

(Signed) A. DECOSMOS,
President of the V.S. & N.W. Ry. Co.

The communication was referred to a special committee consisting of Aldermen Belyea, Bragg and Henderson.

Joseph D. Forrester wrote suggesting that the names of streets be marked distinctly at each corner, as at present it was very difficult for strangers to find their way. Referred to Street committee.

Drake, Jackson & Hemiken, agents for Carl Bossi, wrote regularly to the Council to have his fence replaced, on the Saanich road, interferred with by the sewerage work, and also to have abated the nuisance caused by the box drain being so placed as to discharge on his property.

Secretary Elliott of the Board of Underwriters, wrote asking that the recommendations for better fire protection, made by the Chief of the Fire Department in his last annual report, be carried out, especially with respect to Victoria West. If this was not done it would be necessary to raise the rates.

The Secretary of the Board of Trade wrote to ask a refund on account of their expenditure in laying an asphalt sidewalk in front of their new building. Referred to committee.

The motion of which Ald. Munn had given notice, re the cancellation of the offer of a bonus to the Victoria, Saanich & New Westminster Railway Company coming up, Ald. McKillican suggested that in view of the letter from the company the motion should stand over. Agreed to.

THE WATER SUPPLY.

The motion by Ald. Munn, relative to securing a temporary supply of water from the Esquimalt Water Works Company, was read.

ALD. BRAGG thought it better to make an attempt to have the water commissioners draft a plan for permanently improving the water supply.

ALD. STYLES considered that the supply at Elk lake is practically inexhaustible; sufficient at least for a city of a hundred thousand people. What was wanted was a larger pipe, the water being now drawn from the lake to the city through a twelve-inch pipe though there were sixteen-inch mains in the city.

ALD. BELYEA said the proposition meant that we shall have to pay for at least half a million gallons per day for a period of five years, and it might even go up to one million gallons. This would entail a very large outlay, and would represent the interest on a very large loan with which we might improve our own service. The matter was a very serious one and might well be referred to a committee.

After long discussion, the motion being put was declared lost by the Mayor, the aldermanic vote being equally divided as follows: Yeas—Ald. Munn, McTavish, Henderson and Belyea. Nays—Ald. Miller, Bragg, Styles and McKillican.

COAL AND WOOD TENDERS.

Tenders for the supply of coal and wood required for the electric lighting station were opened and found to be uniform in the price asked,—For Wellington coal per ton, $7.50; slack $4, and wood per cord, cut and split, $5 50;—from the following six firms: Hall, Goepel & Co., Wm. Broderick, W. Walker, Rock Bay Coal and Wood Yards, Central Coal and Wood Yards (wood $5.25) and Rattray & Co (wood $4); the only variation being in the price of wood, as noted in the last two tenders.

ALD. BELYEA said that there was such a unanimity in the tenders they should all be accepted—turn about. After some discussion, on suggestion of Ald. McKillican the tenders were referred to the Electric Lighting committee for report.

The by-law relating to the proposed loan for the purpose of park improvement was considered in committee for an hour and considerable progress made.

ALD. BELYEA suggested that a By-law committee should be appointed to consider the wording of all by-laws submitted to the Council, after the first reading.

The Council adjourned at 11.10 to meet again this evening for the consideration of pending by-laws.

INTERIOR NEWS.

VERNON.

(Vernon News.)

Seeding operations are fairly under way. Mr. Price Ellison had a good deal sown last week.

Mr. J. D. McGregor, of Brandon, is coming in about a week with a carload of thoroughbred stock, embracing several valuable stallions and bulls.

SS. Penticton was employed last week towing logs from Lequime Bros'. saw mill, at Kalowna. She started on her regular trips to Penticton on Monday, meeting the train at the Landing.

Mr. Wilson, of Winnipeg, is to put up the first hotel in Okanagan Falls. It is to be a $4,000 structure and Mr. Wilson is coming in a week or two to commence operations.

A work train has been busy during the past week drawing material from the Landing to fill up some bridges at Armstrong.

The directors of the O. & S. Agricultural society met in Cameron's hall on the 3rd inst. Mr. Lumby, president, occupied the chair. A communication was made that C. O'Keefe had expressed a willingness to sell the Agricultural society a part of his property in the immediate vicinity of Vernon for exhibition grounds, should the society feel disposed to purchase. The meeting then appointed a committee to look thoroughly into the matter.

Mr. McClusky, last week, got a carload of seed wheat for the BX ranch.

The Okanagan Land and Development Company did not accept any of the tenders received for the construction of the dam on Long lake, but have given the job to Mr. Crowell to be completed by day work.

ARMSTRONG.

Mr. F. F. Warren, of Grand Prairie, has purchased machinery for a saw and shingle mill from Jas. Cowan & Co., of Galt, Ont., and intends starting a mill in Salmon River district.

Armstrong school started on Monday with Mr. O. McPherson as teacher.

Mr. Wood, of E. C. Cargill & Co., has gone to the coast with a carload of hogs.

Mr. Keyes has started a new branch to his hotel business—selling beef.

LUMBY AND WHITE VALLEY.

John Hamilton has the contract for painting the Ram's Horn hotel, and when all is finished it will be a credit to White valley.

Several lots in Lumby are being cleared and before the grass sprouts there will be a great change in the appearance of the town.

Louis Dubois is a recent purchaser of a lot in Lumby.

Settlers are feeling the effects of the long winter. Hay and oats are very scarce.

Paul Bassette is having his mill put in shape for the season's run and expects to get started in a few days.

Price Ellison has taken an interest in the Harris creek mining district, and there is not the least doubt that there will be considerable activity in that section this summer.

Mr. Nesbit is in receipt of a communication from Mr. Mara re semi-weekly mail service in White Valley to the effect that the petition has been favorably considered. The settlers of Mabel lake have also been agitating for a weekly mail.

ENDERBY.

The Enderby and Mara football clubs engaged in a friendly game in Enderby on Friday last. The game lasted an hour and a half, the Mara boys winning by one goal to none.

Friday evening last friends of S. Gibbs, late manager of the Enderby roller mill, assembled in the town hall, Enderby, and tendered a sort of farewell party before his removal to the Coast.

The Methodists have opened up a subscription list to raise funds for the erection of their church.

Genuine improvements are being done on streets in the way of ditching and putting in culverts at crossings.

BIRTHS.

COWPER—The wife of J. M. Cowper, of a son.

HEATHORN—On the 15th instant, the wife A. Heathorn, of a son.

TRAINOR—In this city on the 19th inst., the wife of A. C. Trainor, of a daughter.

CLARKE—On the 17th inst., the wife of J. J. Clarke, Glenford avenue, Carey road, of a daughter.

HARVEY—On the 8th instant, at Stonyhurst, Belcher street, the wife of Oliver Harvey, of a daughter.

DIED.

LAWRENCE—On the 18th inst., at 60 Humboldt street, Minnie Frances Lawrence, aged one year and 11 months.

NIGHTINGALE—On Sunday, 16th inst., at her residence, Burgoyne Bay, Salt Spring Island, Fanny, the beloved wife of Joseph Nightingale.

GRIMASON—In this city, on the 15th inst., John Grimason, a native of Armagh, Ireland, and late of H.M. Bengal Horse Artillery, aged 63 years.

FOR SALE.

Eighteen tons of Early Rose potatoes and three tons of onions. For further particulars and prices apply to CHARLES BALAGNO, Okanagan Mission, B. C.

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FOR SALE—Fine farm in Westham Island, British Columbia, 119 acres; over 50 acres under cultivation. Fine soil, good natural drainage. House barn and stable; orchard; sixteen miles from New Westminster. For further particulars apply to D. Robertson, Westham Island P. O., or to Chisholm & Logie, Barristers, Hamilton, Ontario. apr19-1w