

bad, and in endeavouring to get into shelter the scow foundered and the whole cargo was lost.

In an action for damages against the owners of the steamer, evidence was tendered by the owners that those in charge of the steamer had been particularly warned not to do any towing, but this evidence (being objected to by plaintiffs) was ruled out. At the trial DUGAS, J., held that the defendants were common carriers and therefore liable.

*Held*, by the Full Court on appeal (reversing DUGAS, J.), that the appeal should be allowed with costs, and that the plaintiffs could have a new trial upon payment of the costs of the first trial.

*Duff*, K.C., for appellants. *Sir C. H. Tupper*, K.C., and *Peters*, K.C., for respondents.

Full Court.]

GELINAS v. CLARK.

[March 5.

*Mining law—Location—Abandonment—Defects in title cured by certificates of work.*

The Trilby mineral claim lapsed by abandonment in July, 1896. Before lapse the same ground was located as the Old Jim by the defendant's predecessor in title, and certificates of work were recorded in respect of it in 1897, 1898 and 1899. In February, 1899, the plaintiffs located the same ground as the Herald Fraction claim.

*Held*, affirming SPINK, Co.J., (MARTIN, J., dissenting), that the defects in defendant's title were cured by the recording of the certificates of work.

Unless objection is taken to the jurisdiction of the Court below at the trial, it will not be considered in appeal.

At the trial evidence tendered by defendant as to abandonment of the Trilby claim by its locator, was rejected.

MARTIN, J., on appeal. As the abandonment was not pleaded, the rejection of the evidence was proper. In mining cases especially, the parties should know beforehand the case they have to meet.

*Davis*, K.C., for appellants. *L. G. McPhillips*, K.C., for respondent.

Full Court.]

B.C. LAND AND INVESTMENT AGENCY v. CUM YOW.

[March 8.

*Practice—Writ of summons—Special endorsement—Claim for principal and interest under mortgage—Order III., rule 6 and order XIV., rule 1.*

Appeal from an order of IRVING, J., giving the plaintiffs leave to sign final judgment under Order XIV. The statement of claim endorsed on the writ was: "The plaintiff's claim is under covenants contained in a deed,