

defendant was bound to procure the formal agreements from the company and deliver them to the plaintiff along with the assignments of same at the time of payment of the second \$720.

Aikins, K.C., and Robson, for plaintiff. Wilson and Machray, for defendant.

Province of British Columbia.

SUPREME COURT.

Duff, J.]

[August 11.

CAPITAL CITY CANNING CO. v. ANGLO BRITISH COLUMBIA
PACKING CO.

*Territorial waters—Jurisdiction of province—Bed of the sea
below water mark—Foreshore leases for fishing purposes.*

Held, that the provisions of s. 41 of the Land Act, as amended in 1901, do not confer on the Chief Commissioner of Lands and Works authority to grant leases of the bed of the sea below low water mark. The Legislature was not in that section addressing itself to the subject of fisheries, which are regulated by another Act of the same session.

R. T. Elliott for plaintiffs. Luxton, K.C., for defendants.

Martin, J., Loc. Judge.]

[August 25.

THE KING v. SCHOONER "NORTH."

*Maritime law—Three-mile limit—Pursuit commenced within
and continued beyond—Continuity of pursuit—Dominion
Fisheries law—Infraction of.*

The Dominion Government steamer Kestrel, while cruising on the north coast of Vancouver Island, sighted the schooner North inside the three-mile limit, and on approaching her, found some of her dories out fishing. As the Kestrel proceeded to pick up the dories, the schooner stood out to sea. She followed the schooner, arrested her when about four and a half miles from land and brought her to Vancouver, where proceedings were