HARRIS VS. DUNSMUIR

Mr. Justice McColl Directs the Jury to Give a Verdict in Favor for the Defendant.

He Holds That Harris Never Concluded an Agreement for the Sale.

From Tuesday's Daily.

Yesterday morning the case of Harris vs. Dunsmuir came on for hearing before Mr. Justice McColl and a special jury, being a new trial granted by the Full Court. Mr. E. V. Bodwell and Mr. L. P. Duff appeared for the plaintiff, Mr. D. R. Harris. Hon. C. E. Pooley, Q.C. and Chas. Wilson, Q.C., appeared for the defendant.

The jury was composed of R. S. Day, foreman; Robert Mason, Thomas Catterall, John Earsman, Louis Stemler, W. H. Mason, Arthur A. Holmes and R. Bennett.

The action arose out of the attempted sale by Mr. Harris, under instructions from Mrs. Dunsmuir, of the Wellington collieries. The plaintiff claims that in the year 1891 he received instructions to sell the above callieries, he to receive five per ecnt. commission for his services. From time to time the original proposal was modified as to the details of the sale, until finally a deal was almost consummated by the plaintiff, who appealed to the law to sustain his contention that he was entitled to a commission on the amount involved in the deal, which deal he claimed would have ben completed but for the defendant's wilful delay in not sending a prompt reply to an important question dealing with the disposition of some £64,000with which the original instructions to him did not deal, and otherwise obstructing his progress in the matter. Upon the last trial the jury found for the plaintiff in the sum of $18,377, whereupon defendant's counsel moved for non-suit on technical grounds, and the Full Court granted a new trial.

Yesterday morning Mr. Harris was called and examined by Mr. Bodwell. It appears that upon Mr. Harris receiving the instructions to sell the collieries, he immediately set to work to obtain data upon which to proceed, in the way of plans, surveys, etc., and then went to England. Arriving there, he found the money market somewhat dull, and also discovered that matters would be expedited if Mrs. Dunsmuir would accept stock in the purchasing company for a portion of the consideration to be paid over. Upon his return he interviewed Mrs. Dunsmuir, and he was informed that Mr. Pooley would be instructed in regard to the taking of stock, and shortly afterwards both Mr. Pooley and Mr. Harris left for England. Mr. Harris had arranged for an expert's report on the property, but this report valued the property at a lower figure than that set upon it by the owners, and when Mr. Harris telgraphed Mrs Dunsmuir that he could not get any more for the property, he was telgraphed in reply: "Will not take less than offered." Finding it useless to remain longer in England under these circumstances, the plaintiff says he returned to Victoria, after arranging with Mr. Brodie, of Findlay, Durham & Brodie, to handle any further negotiations he might have in connection with the proposed sale. When he arrived here, it was suggested by Mrs. Dunsmuir that matters be allowed to rest a while—until her sons came back at Christmas, and that perhaps times would improve.

Subsequently negotiations for the sale were reopened, and the exhibits, of which there are quite a number, consit of various letters which passed between the plaintiff and Mr. Brodie and Mr. M. T. Johnston, of the firm of Findlay, Durham & Brodie, and the defendant.

Mr. Wilson's objections to these letters, on the ground that Mr. Johnston had not been produced to show that he had received them, were overruled.

Upon the teadering by Mr. Bodwell of a letter from Mr. Harris to Mr. Johnston, dated 22nd of February, 1892, relating to the matter of returns being made for goods sold from the stores, Mr. Wilson objected that no agency had been shown between Mrs. Dunsmuir and her sons. The plaintiff testified that he had frequently gone to her sons in the matter with her concurrence.

It appears that it was Mrs. Dunsmuir's desire that the property should not be hawked about, and Mr. Brodie's letter, stating that the deal was being worked up amongst his own friends, and would not hurt the property any, was here put in.

On the 9th of March Mr. Johnston wrote the plaintiff, asking for a balance sheet, which he said had been asked for, and asking for a further extension of time to complete the deal, as there appeared to be business in sight as a result of all the correspondence. The plaintiff secured a statement for the year 1891. This it appears showed a certain number of tons of coal as the output, but the account of the disposition of this showed a discrepancy, and the intending purchasers asked for further information and an explanation of the shortage thus shown.

About this time the negotiators asked that the steamers Costa Rica and San Mateo be included in the purchase price, and the plaintiff says that upon speaking to Mrs. Dunsmuir on the subject, he was referred to her son, who agreed to put them in, whereupon Mr. Johnston was duly notified.

The question then arose as to a local board of management, and the plaintiff wrote to Mr. Bryden asking if he would continue as manager of the collieries, and he also saw Mr. Alex. Dunsmuir wth respect to his taking a seat on the board to represent the mother's interest, which, under the proposed arrangement, was to have been some 66,0000 preference shares. The object of these communications from Mr. Brodie on the subject seems to have been, according to the plaintiff, for the purpose of putting the company on a good basis. The plaintiff says no objection was made to this plan of management.

On the 25th of April, 1892, Mr. Johnston informed the plaintiff by letter that Mr. Brodie regretted that owing to the dull state of the market he could not secure an offer of more than £350,000 for the property, and that the wide difference between the price offered and that asked by the owners would very likely be too great for the matter to come to business. The plaintiff interviewed Mrs. Dunsmuir, who refused to reduce the price, and Mr. Johnston was so notified that the price was £430,000 and nothing less would be accept. Afterward Mr. Johnston told the plaintiff he might posibly get £375,000, and finally instructed him verbally to make an offer of £400,000. This the plaintiff did by letter, and said it was the best price obtainable, after a great deal of trouble. To this he received a reply from the defendant's son, stating that she would not accept less than the amount offered. To facilitate matters and bring about a sale, the plaintiff then offered to relinquish his commission except such amount as he had actually expended in attempting to float the property, together with a reasonable amount for his time and trouble in the matter. To this letter a reply was sent from Mrs. Dunsmuir by Alex. Dunsmuir, saying that no further concessions would be granted than those contained in her letter of 19th January, 1892. The result of the plaintiff's letter was communicated to him by Mr. Johnston, who made a counter proposition of £420,000, payable £200,000 in cash £100,000 in 6 per cent. debentures and £66,000 in preference shares, and asking how the balance should be paid. This being submitted to Messrs. J. and A. Dunsmuir by the plaintiff on the 2nd of June he received a reply dated 7th June, stating that no change had been made in the terms mentioned in their former letter of 19th of January. Subsequently the plaintiff met Alex. Dunsmuir on the street, and said that the letter he had received was no reply to his letter asking as to the disposition of balance. Later on the two met in the club, when Alex. Dunsmuir, according to the plaintiff, said he would not let the mine be sold. The plaintiff then went to see Mrs. Dunsmuir, but claims he could not make out what had come over her. Previously, he said, she would be courteous, but on this occasion she would not talk at all, and he thought she had been changing her mind. She said: "There's the mine, and there's the price—take it or leave it alone," and he replied: "If that is the way you are going to talk, I wish you good-day," and left. On the 8th of June he wrote to J. and A. Dunsmuir, acknowledging theirs of the 7th, and pointing out that their conduct in giving no answer to his enquiry was killing the chances of selling the mine; that certain things had been agreed upon already and were before his clients. On the 13th Mr. Pooley wrote the plaintiff that the defendant had not authorized anyone to make any variations in the original terms of sale, and that she was not disposed to make any concessions. Upon Mr. Bodwell, who wrote denying the assertion that no change had been authorized, and saying that negotiations were almost completed and that effort seemed to be now being made to frustrate the sale. The plaintiff was then asked by Mr. Pooley to attend a meeting with clined, but afterwards consented to. At this meeting no result was arrived at, although Mr. Johnston was still anxious to make the sale, having informed Mr. Harris that the amount had been obtained, and asked for a reply to his question concerning the balance.

The plaintiff, having relinquished his commission, the price then stood at £420,000, which had been secured, and Mr. Hanson, representing the purchasers, went to Winnipeg to close the matter up. Mr. Johnston asked that Mr. Harris go down to Winnipeg to complete the deal, but Mr. Harris could not complete the sale without information from the Dunsmuirs as to the disposition of the balance, and he also was informed by Mr. Pooley that Mrs. Dunsmuir would not allow either of her sons to go to Winnipeg. Mr. Hanson did not want to come to the coast, as the smallpox scare was then on and Victoria was quarantined. No reply being forthcoming from the defendant, the plaintiff's solicitor again wrote stating that certain things had been agreed upon and pointing out that the delay was likely to prove very dangerous to his client. Another letter was sent, saying that a delay of 24 hours might even prove fatal to the sale, and still another letter was written stating that no doubt existed in the mind of the purchasers' agent as to closing the deal, and asking if the terms were satisfactory. Finally the terms were accepted, the plaintiff to receive $50,000, $30,000 cash on payment of the £200,000, and $20,000 in one year, on payment of the £64,000.

From Wednesday's Daily.

Mr. Justice McColl this morning delivered his written judgment on the motion for a non-suit in Harris vs. Dunsmuir, which was argued yesterday afternoon. His judgment was that the plaintiffs should be non-suited, but Mr. Bodwell stated that they declined to accept a non-suit, so his lordship directed the jury to enter a verdict for the defence, which they did. In so doing he told the jury that he took the whole responsibility and if he were wrong the full court would set it right. The case will be appealed. Below is given the judgment in full:

It was contended for the plaintiffs—

(1.) That Harris found a purchaser in accordance with the agreement between him and the defendant and that the non-completion of a sale was owing to her default.

(2.) Ultimately that by a collateral agreement made between them he was to be entitled in the event of no sale being affected to a reasonable sum for his services, and his disbursements, or at least to the latter, and

(3.) That in any case the plaintiffs were entitled to payment for services rendered by him before his appointment as agent.

As I understand the evidence, there never was a time when any concluded agreement was made by Harris with any intending purchaser nor was the defendant ever in default in any way with reference to any proposed sale upon terms authorized by her. The plaintiff's case upon the alleged collateral agreement I think wholly fails partly because the written agreements, as I construe them, show in themselves that they were meant to contain the whole that was intended to be binding upon the parties. Per Erle, C.J., in Lindley vs. Lacey, 34 L.J., at page 7. The suggested agreement that Harris was to be paid for his services, including disbursements, even if no sale should be made is not such a "distinct collateral matter" as alone could be the subject of an oral co-existing agreement. Nor would the difficulty disappear if the alleged agreement could be confined to the disbursements. The written agreement must be construed with reference to the well known usage that an agent's commission indemnifies him for all his expenses and that payment of the commission pre-supposes success. If the writings had simply fixed the rate of commission they would have had to be read as if these conditions had been written in and there is nothing in the language used to show that anything different was intended. It would be veny mischevious in a matter of this kind to allow evidence of anunderstanding contrary to their usage as well as to the express terms of the writing. I was referred to the case of Stones vs. Dowler, 29, L.J., Ex. But this was the case of a written proposal merely, and the decision, so far as it applies is against the plaintiff; nor is there anything in the other case referred to of Gillespie vs. Cheney, 1896 (2 Q.B.D., 62), to assist the plaintiff. In the second place it seems to me that Harris' evidence shows at most merely a promise too vague to amount to a contract. The nearest approach to anything definite on this subject is in cross-examination, and it was strongly pressed upon me that the jury might properly have regard to a portion only of the evidence, and so find for the plaintiffs according to the opinion expressed by Lord Blackburn in 3 A.C., at p 1201. But it is, I think, manifest that his observations cannot apply to the evidence of a plaintiff and that it must be taken as a whole. I am of the opinion that Harris' conduct throughout, and particularly in writing the letter in which he made the only attempt to get payment for anything which he ever did make before the commencement of the action—a letter written after he had full professional advice as to his position, and long after, as he admits, all business and other relations between himself and the defendant had ceased, is not only utterly inconsistent with the existence of any such contract as is now put forward, but shows clearly that the question of payment by the defendant was one merely for her generosity, and that the "jury receiving the whole of the evidence reasonably could not properly find" otherwise. This being so, the plaintiffs ought to be non-suited. Hiddle vs. N.F. & M.I. Co., A.C., 1896, p372.

Any expenses which may have been incurred before Harris' actual appointment must, I think, be referred solely to the agreement.

E. V. Bodwell and L. P. Duff for plaintiff and C. E. Pooley, Q.C., and Charles Wilson, Q.C., for defendant.

Easy to Take
Easy to Operate

Are features peculiar to Hood's Pills. Small in size, tasteless, efficient, thorough. As one man said: "You never know you have taken a pill till it is all over." 25c. C. I. Hood & Co., Proprietors, Lowell, Mass.

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The only pills to take with Hood's Sarsaparilla

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THE PECULIARITIES OF THIS WORD.

No Name on Earth So Famous ---No Name More Widely Imitated.

No name on earth, perhaps, is so well known, more peculiarly constructed or more widely imitated than the word DODD. It possesses a peculiarity that makes it stand out prominently and fastens it in the memory. It contains four letters, but only two letters of the alphabet. Everyone knows that the first kidney remedy ever patented or sold in pill form was named DODD'S. Their discovery startled the medical profession the world over, and revolutionized the treatment of kidney diseases.

No imitator has ever succeeded in constructing a name possessing the peculiarity of DODD, though they nearly all adopt names as similar as possible in sound and construction to this. Their foolishness prevents them realizing that attempts to imitate increase the fame of Dodd's Kidney Pills.

Why is the name "Dodd's Kidney Pills" imitated? As well ask why are diamonds and gold imitated. Because diamonds are the most precious gems, gold the most precious metal. Dodd's Kidney Pills are imitated because they are the most valuable medicine the world has ever known.

No medicine was ever named kidney pills till years of medical research gave Dodd's Kidney Pills to the world. No medicine ever cured Bright's disease except Dodd's Kidney Pills. No other medicine has cured as many cases of Rheumatism, Diabetes, Heart Disease, Lumbago, Dropsy, Female Weakness, and other kidney diseases as Dodd's Kidney Pills have. It is universally known that they have never failed to cure these diseases, hence they are so widely and shamelessly imitated.

AMERICAN CHURCH BAZAAR.

Berlin, Dec. 6.—The American ambassador, Andrew D. White, opened the American church bazaar at noon to-day. The Empress of Germany forwarded some valuable gifts and the ex-empress sent a lady-in-waiting to make purchases.

SURPLUS IN TREASURY.

Budapest, Dec. 6.—The minister of finance, Dr. Lukais, in the lower house of the Hungarian diet to-day, submitted the budget, which shows a surplus of 75,721 florins over the expenditures, which amounted to 498,240,570 florins.

A discolored, faded or gray beard does not appear t'dy, but may be made so by Buckingham's Dye for the Whiskers, which colors an even brown or black.

There is no article in the line of medicine that gives so large a return for the money as a good porous strengthening plaster, such as Carter's Smart Weed and

NO FOOD FOR ONE THOUSAND

Captain Hansen Gives the Facts Regarding the Food Situation on the Klondike.

Alaska Commercial Company's Manager Writes That Supplies Are Far From Being Adequate.

The Alaska Commercial Company received information yesterday, says the San Francisco Chronicle, which gives the precise condition of affairs at Dawson City, and the provisioning of that town is not such as to enable it to withstand the winter's siege. The letter which gives these accurate and entirely reliable details is from Captain Hansen, the Alaska Commercial Campany's agent and manager at Dawson, and is dated October 16th. Captain Hansen tells of the food supply, the number of persons dependent thereon, the very scant additions of supplies received by the steamers Weare and Bella and the exodus of people to places where food may be procured. All of Hansen's statements point to a famine during the winter.

The writer of this letter is in a position to know all about the subject of which he tells. He knows more than any other man possibly could about the food supply in or near Dawson, and how far this supply will go towards sustaining the population until fresh supplies can be taken up the Yukon in the regular way. Hansen's statement is accepted as the most reliable that has come from Dawson City and confirms the news sent by the Chronicle's correspondent that, unless many people leave Dawson very soon, some of the population must necessarily starve before spring.

This is, in brief, Hansen's account of the situation, based on the most careful estimates. When Hansen wrote there were 4,500 people in Dawson, 500 of the population of 5,000 having already left the town for places down the river, where food was obtainable. As far as it was possible to ascertain, there are provisions enough to feed 3,500 persons through the winter, but this was allowing for very short rations.

Captain Hansen's letter shows very conclusively that the arrival of the Weare and Bella at Dawson did not relieve the situation. It was said by one correspondent that the Weare landed 300 tons of provisions, and another put the amount at 180 tons. Captain Hansen, who is in a position to know the facts, states that the Weare had on board only 68 tons. The miners at Circle City, he wrote, had stopped both steamers and taken forty tons from each. Other accounts put the amount taken by the Citcle City men at thirty tons each from each vessel.

Edgar L. Strauss of San Francisco, a member of the Pacific Stock Exchange, has received a letter from his brother-in-law, James W. Morrison, who is now at Dawson City, which further confirms the Chronicle's news of the scarcity of food on the Klondike. He says:

Well, the steamer Bella arrived, bringing about eighty tons of provisions, but still that will not be sufficient. The authorities have posted notices advising all persons not supplied with a year's provisions to go to Circle City or Fort Yukon, where provisions are to be had. The stores are closed. The cargo of the Bella won't begin to fill half the orders. The Bella leaves for Fort Yukon to-morrow, and will carry passengers free. Over 200 people have applied for tickets. The failure of the company in bringing in sufficient supplies will set the country back a year.

Scores of people are arriving daily without enough food to last them thirty days. Yesterday twenty-two boats arrived, bringing seventy-three persons, and out of that number only four were provided with a year's outfit. Starvation leads to desperation. Already considerable robbery is going on. Every night some one's cache of provisions is robbed. A terrible state of affairs exists and everyone predicts much suffering before spring.

Those coming over the trail en hearing that food could be bought here, sold part, if not all their outfits, and came on light. Hence the great number of persons here without sufficient food to feed a canary bird.

Part of Morrison's letter was written before the Beilla arrived. In it he describes generally the conditions at Dawson. Morrison went on over the Dyea trail in the first rush. He was accompanied by his wife. He says:

'Tis true there is gold here and plenty of it, but could the people realize what one has to endure to get it, I am sure there would not be so many people rushing over each other in their wild, mad race to get here. My letter would indeed be bulky were I to give you a history of the camp, or to endeaver to tell you of the riches of the many creeks. Suffice to say, that this is the richest placer country ever known. The mines of California in its palmy days, the mines of Australia, Cassiar and South Africa, pale into insignificance when compared with those of the Klondike. The next steamer leaving here July next will, without the shadow of a doubt, carry to San Francisco over $5,000,000 in gold dust. We only hope that it is our good fortune to carry some of it.

I own claim No. 39 below Discovery on Hunker Creek; a half interest in No. 28 below, on Sulphur Creek, and a half interest in No. 7 above on Deadwood, but of course it is only a conjecture what they will pan out. My Hunker creek property is the best I have. Claim No. 37, just above me, is taking 80 cent dirt to the pan, and not near bedrock at that, so I have considerable faith in No. 39.

I say that this is not a desirable country to be in regardless of all the gold secreted in the creeks. I would not for all the gold on El Dorado creek have my wife remain here longer than it will take time to get out. This is no place for a white man, and certainly no place for a lady.

A cabin 14 by 18 costs to build about $800. Lots sell from $200 to $15,000, the latter, of course, being business locations. I would have built my own cabin instead of paying rent of $70 a month, but I do not expect to remain here longer than next August, gold or no gold. I would rather be a lamppost on Kearny street than a millionaire El Dorado king here.

SMOKE THE GREAT CRUSADER CIGAR

J. RATTRAY & Co. MONTREAL.

ROSSLAND'S MINES.

A Tremendous Body of Shipping Ore in the War Eagle.

What with the two important strikes on the War Eagle and the Deer Park, the past week has been a good one in a mining way. The big Red Mountain property now has in the east drift at the 375 foot level a body of ore between 15 and 20 feet wide which will return about $25 per ton just as it is knocked down in the stopes. The full extent of the strike is not known as the ore body has been only slightly penetrated.

The Deer Park in the South belt has undergone a radical change in the last few days. The shaft is now down 160 feet, and the iron ore which was formerly encountered has given way to a dark quartz heavily streaked with copper, from which excellent values have been obtained.

It is understood that the Mackintosh syndicate has secured the Josie at a figure stated to be $210,000. The Le Roi deal, as noted by the Miner's London correspondent, seems to be getting along favorably. The latest report is that the shares of the mine will be put on the market by the syndicate. A number of other deals are progressing favorably, but as yet none have reached a termination.

The connection has been made for the skipway between the 500 and the 600 foot levels in the Le Roi, and that big property will resume raising ore to-morrow.

A new shipper was added to the camp last week in the Lily May, which sent two cars of ore to Trail.—Rossland Miner.

CANADA'S NEW MINISTER OF JUSTICE.

Sir Oliver Mowat's Successor in the Laurier Cabinet, Hon. David Mills, with Fifty Members of Parliament, Praise the Virtues of Dr. Agnew's Catarrhal Powder.

No one suffers the inconveniences of Catarrh more than the public speaker, Hon. David Mills. The coming minister of justice, says over his own signature that Dr. Agnew's Catarrhal Powder gave him immediate relief. People everywhere use it. John McInnis, Washa Bridge, N.S., says: "Dr. Agnew's Catarrhal Powder did wonders for me." It relieves in ten minutes and permanently cures catarrh cold in the head, sore throat and tonsilitis.

For sale by Dean & Hiscocks and Hall & Co.

GERMANS ENTER KIAO CHAU.

No Resistance Offered by the Chinese, Who Retreat Before Them.

London, Dec. 7.—A dispatch to the Daily News from Shanghai says that a telegram has been received from Chin Fu asserting that two hundred German marines and sailors, with two machine guns, on Friday last, December 3, entered the city of Kiao Chau, eighteen miles from the bay, and took possession of the city walls and gates. They were not molested, the Chinese troops retreating as the Germans advanced.

SEVERE STORMS IN ITALY.

Rome, Dec. 6.—Torrential storms have prevailed for three days over a large part of Italy. In the bay of Naples twenty-five merchantmen have been wrecked, though there has been no loss of life, and several houses have collapsed. Considerable damage has been done here and in the district around. Almost all parts of Italy have suffered in a measure, and railway communication has been seriously interrupted.

MURDERED BY TRIBESMEN.

Bombay, Dec. 6.—An Englishman named Greaver, who had been inspecting the Penang gulf telegraph line about nine miles from Jask, province of Kerman, on the Aban sea, just north of Cape Jask, has been murdered in his tent by tribesmen.

DR CHASE'S CATARRH CURE

Cures Cold in the Head. Hay Fever. Bad Breath. Deafness. Loss of Taste and Smell.

"It gives me much pleasure to testify to the excellent effects of Dr. Chase's Catarrh Cure. It has completely cured me of Catarrh in the head."
JAS. STUART, Woodville, Ont.

PROF. HEYS, of the Ontario School of Chemistry and Pharmacy, says: "I have made an examination of Dr. A. W. Chase's Catarrh Cure for Cocaine or any of its compounds from samples purchased in the open market and find none present."

Price 25 Cts. Complete with Blower.

At all dealers, or Edmanson, Bates & Co., Toronto, Ont.

J. PIERCY & CO.,

WHOLESALE DRY GOODS AND MINC MANUFACTURERS.

Miners' Outfits

A SPECIALTY.

VICTORIA, B.C.

NOTICE

Notice is hereby given that sixty days after date the undersigned intends to make aplication to the Chief Commisioner of Lands and Works for permission to purchase 320 acres of land situated at the South Arm of Teslin Lake—East side of the Arm—commencing from the southwest corner post of George Byrnes' claim; thence east 40 chains, thence south 80 chains to the line of Alfred J. Thomas' claim, thence west 40 chains to A. J. Thomas' northwest corner post, thence north 80 chains to point of commencement along the east bank of Hamlin River and the east shore of the Arm.

JAMES ANDREW GRANT.
Victoria, B. C., 13th October, 1897.

NOTICE is hereby given that 60 days after date the undersigned intends to make application to the Chief Commissioner of Lands and Works for permission to purchase 160 acres of land situated on the South Arm of Teslin Lake, west side of the Arm, commencing at the southeast corner post of A. Boyd's claim; thence south 40 chains along the west shore of the Arm; thence west 40 chains; thence north 40 chains to A. Boyd's line; thence east 40 chains to the point of commencement.

CHARLES EDWARD THOMAS.
Victoria, B. C., 13th Oct., 1897. oct9-2m

NOTICE is hereby given that two months after date I intend to apply to the Honorable Chief Commissioner of Lands and Works for permission to purchase the following described land situate in Cassiar district, viz: Commencing at a post planted at the northwest corner of E. M. Sullivan's pre-emption claim at south end of Bennet lake; thence south forty (40) chains; thence west forty (40) chains; thence north eighty (80) chains; thence east twenty (20) chains, more or less, to the shore of Bennet lake; thence following the lake shore in a southeasterly direction to the point of commencement, and comprising about three hundred (300) acres, more or less.

H. A. MUNN.
Bennet Lake, B. C., Nov. 4th, 1897.

NOTICE is hereby given that 60 days after date the undersigned intends to make application to the Chief Commissioner of Lands and Works for permission to purchase 160 acres of land situated on the South Arm of Teslin Lake and on the west side of the Arm or Slough thereof, commencing at the southeast corner post of C. E. Thomas' claim, thence south 40 chains along the west shore of the said Arm or Slough thereof, thence west 40 chains, thence north 40 chains to C. E. Thomas' line, thence east 40 chains to point of commencement.

JOHN ALEXANDER HINTON.
Victoria, B.C., Oct. 16, 1897.

NOTICE is hereby given that 60 days after date we intend to apply to the Honorable the Commissioner of Lands and Works for permission to purchase 160 acres of unoccupied Crown lands, situated on an Arm of Sidney Inlet on the West Coast of Vancouver Island, commencing at the northeast corner, thence west 40 chains, thence south 40 chains, thence east 40 chains, thence north 40 chains along the beach to place of commencement.
Dated this 21st day of October, 1897.

THOMAS STOCKHAM.
(Signed) WALTER T. DAWLEY.
JOHN IRVING.

Notice is hereby given that 60 days after date I intend to make application to the Chief Commissioner of Lands and Works for permission to purchase one hundred and sixty acres (more or less) of land situated on the northeastern shore of Alice Arm, Coast district, and described as follows: Commencing at a post marked R. C., being the southwest corner; thence east 40 chains; thence north 40 chains; thence west 40 chains to post marked N. W.; thence south following shore line to point of commencement.

Dated this 10th day of October, 1897.
ROBERT CUNNINGHAM.
Alice Arm, B. C.

Notice is hereby given that 60 days after date I intend to make application to the Chief Commissioner of Lands and Works for permission to purchase one hundred and sixty acres (more or less) of land on the northeastern bank of Alice Arm, Coast district, and described as follows: Commencing at a post marked G. C., being the southwest corner; thence east 40 chains; thence north 40 chains; thence west 40 chains to post marked N. W.; thence south following the windings of shore line to point of commencement.

Dated this 10th day of October, 1897.
GEORGE CUNNINGHAM.
Alice Arm.

AGENTS—Book business is better than for years past; also have better and faster selling books. Agents clearing from $10 to $40 weekly. A few leaders are: "Queen Victoria," "Life of Mr. Gladstone," "My Mother's Bible Stories," "Progressive Speaker," "Klondike Gold Fields," "Woman," "Glimpses of the Unseen," "Breakfast, Dinner and Supper," "Canada: An Encyclopaedia." Books on time. Outfits free to canvassers. THE BRADLEY-GARRETSON CO., Limited, Toronto.

WANTED—The address of Arthur Charles Hancock, of St. Agnes, near Redruth, Cornwall, architect and surveyor; last heard of at Victoria, Vancouver's Island, British Columbia, about six years ago. Any information as to his whereabouts or as to date and place of death (if deceased) will be thankfully received by the Chief of Police, Victoria, or Mrs. D. M. Hancock, Tolgullow, Scorrier, Cornwall. oct9-3t-wy2f

ANY PERSON wishing to send the Victoria-Klondike map and folder to their friends will please furnish a list of the names and addresses to F. Elworthy, Board of Trade Building, and they will be mailed free. nov2-tf

AGENTS—"The best Life of Her Majesty I have seen," writes Lord Lorne about "Queen Victoria." Agents make five dollars daily. Outfit free. THE BRADLEY-GARRETSON CO., Limited, Toronto.

THE PRESIDENT'S ANNUAL MES

Opening of the First Regul of the Fifty-Fifth Co States Congress.

The Cuban Question Gone haustively—A Polic Non-Interference.

Washington, Dec. 6.—At n the first regular session of fifth congress was launched unknown seas of legislation. ously at both ends of the Speaker Reed in the house President Hobart in the Se ped their gavels and called to bodies over which they pr usual on such occasions, th galleries were carefully gua mission being only by card public had great difficulty i itself into the limited space se it.

IN THE SENATE.

The senate chamber at the the session to-day was a ver servatory. The floral display tiful. Precisely at 12 o'clock of Vice-President Hobart fel senate was called to order. T tion was delivered by Rev. the blind chaplain. Seventy-ators responded on the roll venerable Mr. Morris, of Ver first recognized by Vice-Pres bart. He offered a resoluti was passed in the usual form senate was in session and rea ceed to business.

Allison of Iowa presented tion that a committee of tw be appointed to join a like from the house to inform the that congress was in session pared to receive any commun might desire to make.

The resolution was passed President Hobart named A Gorman as the senate comm

By resolution of Cullom of time of the daily meetings o ate will be fixed at noon.

On motion of Hale of Main was taken until 1 o'clock.

At 1:30 the senate re-assem committee headed by Mr. G ported. The president's me presented by Mr. Pruden at 1 and was laid before the senate

IN THE HOUSE.

Washington, Dec. 6.—The h presentatives presented an an pearance long before noon. hands of the clock pointed to Speaker Reed, attired in a b away coat and wearing a re cended the rostrum. On the the gavel the din on the floo versation in the galleries sub the deep silence which foll calling of the assemblage to offered the prayer by the re vine. Rev. Chas. A. Bonry, o who delivered the invocatio and impressive. The speake clared the house in session. call showed the presence of bers. There were fifty-three from death or resignation recess, and the credentials of elect were read by the direct speaker, who administered th office to them. On motion of resolution was adopted for th ment of a committee of thr the senate committee to wait president and inform him tha was ready to receive any c tion that he desired to make.

The speaker selected Ding venor and Bailey for this hon tion of Henderson, of Iowa, sessions to begin at noon eac ordered. The house then too recess.

When the house reassembled mittee appointed to wait upon dent reported having perfecte sion.

Mr. Pruden, who had foll committee into the hall, im presented the message, which, tion of the speaker, was re clerk's desk.

THE MESSAGE.

To the Senate and House of R tives:

It gives me pleasure to ext ing to the fifty-fifth congress, in regular session at the se ernment, with many of whose and representatives I have sociated in the legislative ser

Their meeting occurs under conditions, justifying sincere lation and calling for our gr knowledgment to a beneficen dence, which has so signally b prospered us as a nation. P good will with all nations of remain unbroken.

Genuine Satisfaction

A mater of genuine satisfact growing feeling of fraternal r unification of all sections of o the incompleteness of which long delayed the realization of est blessings of the Union. of patriotism is universal and creasing in fervor. The public which now most engross us far above either partizanship, or former sectional differences fect every part of our commo alike, and permit of no divisi cient lines. Questions of forei of revenue, the soundness of rency, the inviolabilty of natio tions and the improvement of lic service appeal to the indiv science of every earnest citizen ever party he belongs, or in section of the country he m

The extra session of this which closed during July las important legislation, and whi effects have not yet been reali it has already accomplished of its timeliness and wisdom. its permanent value further be required, and the people, with its operation and results are in no mind to withold fro trial.

An Important Probler

The most important prob