me, fully harmonises also with the more decided conclusions of the jury, acting upon fuller knowledge of the unsoundness of the plaintiff's mind, after his accident of the last July and at and during the period of this contract and all its necessary incidents, an ansoundness according to several respectable witnesses—having the best opportunity that that is accurate which one person has induced the other party to take as the basis July and at and during the period of this contract and all its necessary incidents, an amoundness according to several respectable witnesses—having the best opportunity of knowing—which has continued up to the present day. These considerations make it difficult to resist the conclusion that although ever since his accident he has not been of sound mind, he has had just enough gleams of sense to be able, though only for a time, to conceal the full extent of his abseration from his former professional men. a time, to conceal the full extent of his abberation from his former professional men. Had they been placed in the box we should probably have had interesting information on this point.

pels.

"Unless," (says Lord Bramwell in Limin V. The Aeglo-American Telegraph Co., 5 Q. B. D., p. 202) "that were the case I do not know how the business of life could go on."

on this point.

The defendant's counsel referred to the affidavit sworn by Harper on his application in chambers to set aside the judgment as a proof of his sanity, and an instance of his collected thanks.

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induced the other party to take as the basis upon which he was to act.

The law by a long series of decisions, very rarely interfered with by legislation, has recognized the existence and value of estop-

probably have had interesting information on this point.

The defendant's counsel referred to the affidavit sworn by Harper on his application in chambers to set aside the judgment as a proof of his sanity, and an instance of his collected thought. But Harper (however imperfectly they were framed), had to bring forth reasons for his application, and if the party concerned in the preparation of it had been produced by defendant in court, he probably would have given a statement of his opinion of what Harper's sanity was.

If defendant really brought it forward as an indication of sanity, that is a two-sdged sword, as it would have proved most completely the plaintiff case. The frand, the weakness of mind, the defendant's knowledge of it—and the total want of consideration. But as I said at the trial, I do not lay much stress on that; for insanity could not be proved by affidavitit is quite sufficient that the decision then, which was a natter of the judge's discretion, could not act as an estoppel any more than any interlocutory order could have that effect.

It is a very remarkable fact that the

want of consideration. But as I said at the trial, I do not lay much stress on that; for insanity could not be proved by affidavit— It is quite sufficient that the decision then, which was a niatter of the judge's disaretion, could not act as an estoppel any more than any interlocutory order could have that effect.

It is a very remarkable fact that the learned counsel for the defendant did not produce a single witness from the multitude of those men in the Upper Country (who must have known a man conducting such extensive business as Harper well for years, both before and after he received his injury) to contradict or question the evidence of the men who were examined for the plaintiff.

He did not produce one man acquainted with Harper before he received the wound, who was intimate with him before and intimate with him after that terrible accident, to say he thought Harper was sane. The oaly men he produced to speak to that were Cameron, who defrauded him, and Mr. Holland, with whose evidence I have already dealt.

Defendant's only remaining evidence in support of his theory of Harper's sanity was a long list of documentary evidence consist-

THE NUTCHIAN NEELLY COLONIEST PRIDAY SUPPLY SUPPLY

many matters of the personal production of the p

faithful research that the conclusi just, and in accord fendant's part our justice, but, so fa time is practicabl has so unrighted what imperfect of enforce for the remorselessly inflic-helpless man.

mala fides. to the already afflicted menting malady-least it is to be ho Not only the fellows, with universelected against his technically dis

My decision, the That the judgm 1888, he set aside the defendant) in for judgment and HENRY Thursday, 18th

THOSE SEA WASHINGTON, in charge of the R the Treasury Dep ceived confirmation cutters in Behrin

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A Fall in Flour and in the Price

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H. Cuthbert & Co. terday, was a decided a liberture. The prices resulter and buyer we to some mistake in of horses advertise animals did not ar animals did not ar ever, be on hand Money is pretty til on the whole, busin FLOUR maintains with the exception which have fallen? WHEAT has also per ton, as the se in, and last year's becoming heated. this year.

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BEETS, CARROTS etc. are plentiful i sell at 100 per lb.,

FRUITS, not yet imported. Other Victorians are the fact. Eggs range from to 35c per d z. MEATS maintain
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cents per lb. Appended are t FLOUR-Portland Salem.... Ogilvie's... Hungarian.. Premier... Three Star... Victoria.... Lion Lake of the Woo Wheat, per ton...
Oats, per ton...
Barley, per ton...
Middlings, per ton. Bran, per ton..... Ground Feed, per to Corn, whole.....

Cod, per lb. Halibut, per lb....

Bowt