PARIS BELLE CASE

Full Text of Mr. Justice McCreight's Judgment Delivered in the Full Court.

Reasons for Upholding the Validity of the Paris Belle Mineral Claim.

Mr. Justice McCreight's judgment in the Paris Belle case is as follows:

It will be convenient to deal with the questions relating to that portion of the Xenith claim, which is common to part of the Paris Belle location, as different considerations apply to it from those connected with the remainder of the Paris Belle location. The Xenith was recorded on the 17th of June, 1892, and thus in the ordinary course was a good claim up till June, 1893, and undersection 24 of the act of 1891, and under section 34 of the same act was to "be deemed to be a chattel interest equivalent to a lease for one year and thence," etc.

The learned Chief Justice in his judgment considers that the claim was abandoned in 1892, but section 27 prescribes the proper method of abandonment by giving notice in writing of such intention to abandon to the mining recorder, and the adoption of this course seems to be necessary, having regard to the chattel interest equivalent to a lease for a year vested in the miner; and any other attempted abandonment might raise the difficulties as to surrender by operation of law which have caused the courts a great deal of trouble, and are discussed in the notes to the ninth edition of Smiths leading cases on the Duchess of Kingston's case, pp. 917-926 of volume 2. It was not and could not be contended that there was anything in the present case to warrant the application of the doctrine of surrender by operation of law to the Xenith claim or any part of it—even supposing there was, the plaintiff railroad company were not concerned with it, as I shall show presently. I cannot therfore agree that the Xenith claim was abandoned or not held as a mineral claim prior to the 23 of March, 1895. On the contrary I think it was a good claim until June, 1893. If this is so the Xenith falls within the exception contained in the schedule to the crown grant to the railroad company dated 8th of March, 1895, and which excepts certain lands, and also "all other lands which prior to the 3rd of March, 1893, were alienated by the crown or held by pre-emption, uncompleted sale or lease as mineral claims." The learned Chief Justice in dealing with this exception assumes in his judgment that it is restricted to claims lawfuly held anterior to that date, but the word "lawfully" is not to be held in that schedule, and in my opinion it cannot be read as if that word was inserted, and I think the American cases point this out distinctly and correctly, if I may say so.

In Newhall vs. Saugher, 92 United States Rep. page 761, it was held that lands within the boundaries of an alleged Mexican or Spanish grant which was subjudice at the time, the secretary of the interior ordered a withdrawal of lands along the route of the road, were not embraced by the grant to the company. In the judgment, at page 765, it is said "the excepting words in the 6th section, etc., etc., clearly denote that lands such as these at the time of their withdrawal were not considered by congress as in a condition to be acquired by individuals or granted to corporations. This section expressly excludes from pre-emption and sale all lands claimed under any foreign grant or title." It is said that this means "lawfully" claimed; "but there is no authority to import a word into a statute in order to change its meaning; congress did not prejudge any claim to be unlawful, but submitted them all for adjudication."

Again in Kansas Pacific Railway Company vs. Dunneyer, 113 United States Supreme court, page 629, under the acts granting lands to aid in the construction of a line of railroad from M. R. to the Pacific ocean, the claim of a homestead of pre-emption entry made at any time before the filing of that map of the G. L. office, had attached, within the meaning of those statutes, and no land to which such right had attached came within the grant. The subsequent failing of the person making such claim to comply with the acts of congress concerning residence, etc., or his actual abandonment of the claim does not cause it to revert to the railroad company and become a part of the grant. The claim having attached at the time of filing the definite line of the road, it did not pass by the grant, but was by its express terms excluded, and the railroad company had no interest, reversionary, or otherwise in it. And in the judgment at p. 641, "no attempt has ever been made to include lands reserved to the United States, which reservation afterwards ceased to exist with in the grant. Why should a different construction apply to lands to which a homestead or pre-emption right had attached? Did congress intend to say that the right of the company also attached and whichever proved to be the better right should obtain the land, etc., etc. The pre-emptor had similar duties to perform in regard to cultivation, residence," etc.

Then follows language which seems to me to be very applicable to the present case: "It is not conceivable that congress intended to place thes parties as contestants for the land, with the right in each to require proof from the other of complete performance of its obligations.

"Least of all is it to be supposed that it was intended to raise up in antagonism all the actual settlers on the soil, whom it had invited to its occupation, this great corporation, with an interest to defeat their claims and to come between them and the government in the performance of their obigations."

I think this applies to the present case, substituting "mineral claim holders" for "settlers." I observe in the schedule to the crown grant to the railroad company the claims Le Roi, Centre Star, Josie, Idaho, War Eagle and Virginia are also included in the exception, and for the reasons stated in the above judgment, I don't believe there could possibly be any right on the part of the railroad company to question their titles, and it seems plain that all titles held before the 24th of March, 1893, would in no case revert to the railroad company, but, if at all, only to the crown in right of the province. In short the exceptions in the schedule as regards the railroad company are absolute. Newhall vs. Sanger, 92 U.S., 761, to which I have already referred, is discussed in the foregoing judgment at page 642. The above case of the Kansas Pacific Railroad company vs. Dunneyer, 113 U. S.A., p. 629, was relied upon by the respondents successfully in the Queen vs. Demers, 22 Can. S. Ct., at page 486, where it was held that certain land was exempt from the statutory conveyance to the Dominion government, and that upon a pre-emption right granted to one D. being abandoned or cancelled, the land became the property of the crown in right of the province, and not in right of the Dominion. If these views are correct it is unnecessary to discuss the alleged rights of the railroad company to any part of what was once the Xenith claim. The only parties interested appear to be the crown in right of the province, and the defendants, and the remainder of what is now the Paris Belle claim is only subject for further consideration.

As to this, Mr. Duff, for the railroad company, says that the Chief Justice held the Paris Belle location bad, as there was no mineral in the place to justify location, and that a vein or lode must be discovered in order to justify the location of the Paris Belle in December, 1894. Whether a vein or lode must be discovered to justify location must depend upon the words of the mineral act of 1891 and its amendments, especially the amending act of 1894, bearing in mind the rule that, "where the grammatical construction is clear and manifest, and without doubt, that construction ought to prevail, unless there be some strong and obvious reason to the contrary." Now the interpretation clause in the Mineral Act Amendment Act, 1894, (and the same provision is to be found in the mineral act of 1891, says, as to vein and lode, that "whenever either of these terms is used in this act, rock in place shall be deemed to be included." When, then, it is argued that a vein or lode must be discovered. The argument is really met and satisfied by ascertaining whether "rock in place" has been discovered. If rock in place has been discovered that is enough for due location, and the definition of rock in place in the act of 1894, is that it "shall mean all rock in pace bearing valuable deposits of mineral within the meaning of this act."

The question, then, is not simply whether the Paris Belle locators discovered a "vein" or "lode," but whether 'rock in place" was discovered containing any of the many minerals (some perhaps not even minerals, e.g., "iodine,") referred to in the interpretation clause to the act of 1894. The legislature, as might be expected, among the many amendments to the act of 1891, passed, I believe, every year, has made what Lord Cairns once called a dictionary to show its meaning of words used in connection with the important subject of location and records, and of such amendments those in the amendment acts of 1893 and 1894 seem to give great assistance. In those acts, at pp. 128 and 155 respectively we find the words (15): "A mineral claim shall be marked by two legal posts placed as near as possible on the line of the 'ledge' or 'vein,'" etc. The words "ledge" or "vein" in the disjunctive in both acts shows that the legislature did not consider "vein" to be necessary, though it might be sufficient for location, and was careful to say so.

Again, on the same pages respectively, we find the following: "The locator shall also place a legal post at the point where he has discovered 'rock in place,' on which shall be written 'discovery post.'" This, taken in connection with the diagrams or "examples of various modes of laying out claims," shows that the discovery of "rock in place" is sufficient, such "rock in place," according to the interpretation clause, bearing "valuable" deposits of mineral within the meaning of this act (of 1894). The word "valuable," I believe, means little more than "capable of being valued," at least in its primary signification, certainly is not the same as "costly." However, fortunately, the acts of 1893 and 1894 have not left this point in doubt, for at pages 129 and 156 respectively (see c.) we find the following provision:

"No mineral claim shall be recorded without the application being accompanied by an affidavit or solemn declaration made by the applicant or some person cognizant of the facts that mineral has been found in place on the claim proposed to be recorded."

The applicant then in order to have his claim recorded need not swear as to the value of the mineral found in place but merely that he has found it. The language of the mineral act seems to be plain as to what is necessary to a good location and record, and as to the meaning of "rock in place," but notwithstanding at the trial witnesses (miners) were called by the plaintiffs, unchallenged, as I gather from the defendants (who in truth seem to have adopted a similar course), for the purpose of showing that "rock in place," according to the understanding I presume among miners, means a vein—something between two walls. And this, notwithstanding the act of 1894, says it shall mean all rock in place bearing valuable deposits of mineral within the meaning of this act, of course as previously defined in the interpretation clause.

It was admitted that the rock in the Paris Belle location contained some iron, and mineral in place was found on the surface, but there was no true fissure or vein, or at least none was found.

The learned chief justice as the result of hearing the witnesses and argument on the cases in the court of the United States of America, to which I shall refer presently, came to the conclusion that "rock in place" is practically synonymous with "vein" or "lode" and means "a substance defined between some definite walls or boundaries; where then you have this substance so located," he says, and "bearing valuable deposits of gold or mineral you have rock in place or a vein or lode within the meaning of the act."

But his attention could not have been called to the fact that the true question is what do the mining acts require according to their legal construction for a good location, and that they are perfectly silent as to a substance defined between some definite walls or boundaries. Again, that according to those acts "rock in place" is by no means synonymous with "vein" or "lode," that whilst by the interpretation clause both in the acts of 1891 and 1894, 'vein" or "lode" shall be deemed to include "rock in place," the converse by no means holds good and that "veins," "lodes" or "rock in place" are spoken of in the disjunctive in the forms of crown grant in the acts of 1891 and 1894 and passim. That in the application for record an affidavit that "mineral has been found in place" is sufficient by the acts of 1893 and 1894. No doubt for the purpose of obtaining a certificate of improvement it seems necessary for the applicant to swear that he has found a "vein" or "lode," but then vein or lode includes "rock in place," see acts 1891 and 1894, and see form H of act of 1893, chapter 29. In short, as I read the acts, it is not intended to subject the miner to the necessity of finding a "substance between defined walls before location and record, bearing in mind that often a large expenditure is necessary in order to find walls and the vein between the walls, and often without success even as to the walls.

The first case referred to in the courts of the United States of America was Eureka Mining Company vs. Richmond company at page 585 of 9 Morrison's Mining Reports, pages 585 and 586, as to the definition of "lode," which I may observe is not defined in our acts except as including rock in place. It is said by the court "the miners, to use the language of an eminent writer, made the definition first—as used by miners before being defined by any authority the term 'lode' simply meant that formation by which the miner could be led or guided. It is an alteration of the verb 'lead,' and whatever the miner could follow expecting to find ore was his 'lode.' Some formation within which he could find ore and out of which he could not expect to find ore was his 'lode.' The term lode star, guiding star or north star, he adds, is of the same origin," etc., etc. The court goes on to say at page 586 "that it is difficult to give any definition of the term (lode) as understood and used in the acts of congress which will not be subject to criticism," etc. Then the court proceeds to say: "We are of opinion, therefore, that the term (lode) as used in the acts of congress is applicable to any zone or belt of mineralized rock lying within boundaries clearly separating it from the neighboring rock."

The question then in that case was that the meaning of the term "lode" in certain acts of congress passed in 1866 and 1872, and considering also that that expression "lode" does not appear in any of the sections of our acts dealing with location or record, which are confined to the use of the words "ledge" or "vein," "rock on place" and "mineral in place." I confess I fail to see that the definition is useful to us or its applicability to the mining lwas of this province; least of all that it should be invoked so as to displace what appears to me to be the plain meaning of our laws on the subject of location and record.

The next case referred to was Wheeler vs. Smith, 32 Pacif, Repter., page 784, etc. The marginal note is that land containing a deposit of limestone entirely devoid of ore cannot be located as a mining claim, etc., etc., since the mineral land laws of the United States were enacted for the purpose of securing the miners, etc., the title to minerals, etc. But it is not even suggested here that the Paris Belle is entirely devoid of ore, but only that a vein, something between walls,, was not found. The nature of the adjacent country should also be regarded. A miner might expect to find ore readily in the neighborhood of Rossland and other places in Kootenay, when he could not reasonably look for it at say the delta of a river.

The next case referred to was Consolidated W. G. Mining Co. vs. Champion Mining Company, 63 Fedl. reporter, p. 540. The marginal note is: "To constitute a vein it is not necessary that there be a clean fissure filled with mineral as it may exist when filled in places with other matter, but the fissure must have form and be well defined with hanging and foot walls." I have only to make a similar observation to what I made on the Eureka Mining Company vs. Richmond in 9 Morrison Mining reports as to the word "lode." "Vein" does not appear in our sections dealing with location and record except at page 155 of the acts of 1894, where it is referred to in the alternative alongwith "ledge," and therefore in no way essential to location or record.

McShane vs. Kenkle, 4s Pacific reporter, pages 979-982, was referred to as illustrating the meaning of section 2320 of the Revised Statutes of the United States, and I don't think it assists in interpreting the B. C. acts. As far as it does so it is in favor of the locators. Defferback vs. Hawke, 115 United States America Reports, page 404, was also referred to. The court in giving judgment in that case say, at page 400, that the principal question presented by the pleadings for their consideration is whether "upon the public domain, title to mineral land can be acquired under the laws of congress relating to townsites." The passage to which we referred to at page 404 of the report no doubt does relate to "valuable mineral deposits," but I find no definition of what are "valuable deposits of mineral" so as to assist in explaining in our act of 1894 what is "rock in place." We were referred to Davis' administrator vs. Weibold, 139 United States Reports, page 518 and 519, and to page 521, where reference is made to the judgment of the United States vs. Reed, 12 Sawyer, 99, 104, and quoting part of it as follows: "Judge Deadey," etc., said, 'The nature and extent of the deposit of precious metals which will make a tract of land mineral or constitute a mine thereon within the meaning of the statute has not been judicially determined. Attention is called to the question in McLaughlin v. United States, 107 United States, but no opinion is expressed."

"The land department appears to have adopted a rule that if the land is worth more for agriculture than mining it is not mineral land, though it may contain some measure of gold or silver, etc., etc. In my judgment this is the only practicable rule or decision that can be applied to the subject." It is not shown in this case that the adjacent lands and the Paris Belle location are of value rather than mineral lands. Indeed I don't know that the decision assists us, for the case made by the plaintiffs is that there was no vein between defined walls, and it is not denied that mineral was found in the Paris Belle. The present question is whether the defendants found "rock in place" within the meaning of the British Columbia Mineral Acts, 1891, and Amending Acts. The Iron Silver Co. v Mike & Star Company, 143, U. S. R., at pages 423 and 424, was also referred to, and (page 423 and 424) the passage "as stated above, there can be no location of a lode or vein until the discovery of precious metals in it has been found, etc."

The remainder of the passage seems to refer to "known" veins or lodes, and the inapplicability of the case, owing to the very different laws of the United States of America, is obvious on perusal even of the marginal note. I have already shown that by our laws the miner in order to locate, should find "rock in place," not a "vein" or "lode" necessarily.

Burke v McDonald, 33 Pacific Reporter, pages 49 and 50, was referred to by counsel. The marginal note is "Though to constitute a 'vein' it is not required that well defined walls be developed or paying ore found within them; there must be rock, clay or earth, so colored or decomposed by the mineral element as to mark and distinguish it from the enclosing country."

This case certainly, by no means, assists the contention of the plaintiffs. The question is simply as to the meaning of our mining laws and foreign statutes, and decisions on them can hardly give us much assistance. There further appears to me to another ground upon which the right of the locators of the Paris Belle cannot now be questioned on the suggestion of bad location and record.

They obtained a certificate of improvement on the 8th of November, 1895. The plaintiff company issued their writ previously, on the 2nd of July in the same year, and although by the act of 1891, section 37, a certificate of improvement was not to be granted when the title was in litigation—that section was repealed by the Amendment Act of 1892, section 14, chapter 32, which further provides that the validity of such certificates, when issued, should not be impeached on any ground except that of fraud. It was contended for the railway company that this provision could not have been intended to apply except as between persons interested in claims, and that here the railroad company were not even laying claim to the minerals, but it seems to me that the railroad company and the defendans having been in litigation in this action from the 2nd July, 1895, with reference to this very claim (located, it should be remembered, in December, 1894,) the plaintiffs were bound to notice and oppose, if they thought it of any importance, any step taken by the defendant company for the purpose of obtaining a certificate under the acts, and not entitled to ignore it now, when they might at any time after the issue of the writ have applied for an injunction to prevent the defendant from obtaining such certificate, in which case the matter might have been at once decided and great expense avoided. Considering that the plaintiffs and defendants were at arms length, at all events from the 2nd July, 1895, the date of the issue of the writ, they (the plaintiffs) must have noticed the advertisement of the defendants for "at least sixty days" prior to the application for the certificate. See Act of 1891, section 36 (e).

Indeed, I observe that though the defendants by their rejoinder allege they have such certificate, the plaintiffs even now by their pleadings make no application to set aside such certificate or raise objection to its validity—the defendants in their rejoinder, alleging that they have a certificate of improvements to the Paris Belle mineral claim (and see the other paragraphs in the rejoinder). The plaintiffs might have surrejoined under order XXV and raised by their pleadings (stating the facts which they considered necesary) the point of law as to the validity of the certificate under the circumstances. This has not been done and the certificate is not challenged in the pleadings. I am disposed to think that this operates as an estoppel upon the plaintiffs, so that the certificates cannot now be challenged upon principles laid down in the Staffordshire Banking Company v Emmott, L. R. 2 Ex., pages 220 and 221, and in Rossi v Bayley, L. R. 3 O. B., 628, approving of the judgment of Baron Chamell in the former case. I also refer to the judgment of judgment of Lord Bramwell in the same case of Staffordshire Banking Company v Emmott, at page 217, where he seems to apply the doctrine of estoppel on account of expense incurred by one of the litigant parties. At least $500 worth of work must have been done by the defendants with a view to get their certificate of improvements, probably with full knowledge on the part of the plaintiffs, who now seek to ignore it.

We must also bear in mind the words in the act of 1892 c. 38, s. 8, which says: "Nothing in this act and no grant to be made thereunder shall be construed to interfere with free miners entering upon and searching for precious metals and acquiring claims in accordance with the mining laws of the province," also the words in the crown grant of March the 8th, 1895, to the railroad company.

"Provided also that it shall at all times be lawful for us, etc., or for any person or persons acting under our authority, etc., to enter into and upon any part of the said lands, and to raise and get thereout any minerals, precious or base, other than coal, which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect to such raising and getting and use, reasonable compensation."

We must also bear in mind section 3 of the Mineral Act Amendment Act, 1894, and section 44, page 152, relating o "crown grants of mineral claims located on lawfully occupied lands." This seems to presuppose the validity and conclusiveness of the certificate of improvements, without which the crown grant could not be obtained, and the former should be promptly challenged if at all. I may observe that the Mineral act of 1896 (see section 167), does not affect litigation pending at the time of the passage of that act.

Both the railroad company and the licensees of the crown have rights under the act and the crown grant. The free miner can enter, locate, record and in due course obtain a certificate of improvements, etc., and the railroad company must have a right to see these privileges are not abused by the miner to their detriment. And I take it both are bound in that behalf by the mining laws of the province. I may observe that the Mineral Act of 1896 (see S. 167), does not affect litigation pending at the time of the passage of this act.

Therefore I cannot say that the certificate of improvements is now void as against the plaintiffs. I think the lis pendens in this case has practicaly no operation so as to affect the defendants. Jerry conveyed the five-eights to Glass in April, 1895, and so before the issue of the writ. The effect of a lis pendeus is discussed in the notes to Le Neve v. do 2 Tudors leading cases, pages 75 and 76 Edn. 6, and it only affects conveyances made after its registration or the issue of the writ and in the way mentioned in the notes to Le Neve v. do, and the only remaining question to be disposed of seems to be under section 10 of the Mineral Act of 1891, or rather the proviso thereln mentioned, which reads as follows: "Provided that in the event of such entry being made upon lands already lawfully occupied for other than mining purposes, such free miner previously to such entry shall give adequate security to the satisfaction of the gold commissioner for any loss or damage which may be caused by such entry, and provided that after such entry he shall make full compensation to the occupant or owner of such lands for any loss or damages which may be caused by reason of such entry; such compensation in case of dispute to be determined by the court having jurisdiction in mining disputes, with or without a jury."

It is admitted that in this case, and I understand such is the general if not universal practice, that no security was given to the gold commissioner for any loss or damage which might be caused by the entry of the defendants, but it is contended that the giving of such adequate security as a condition precedent to the validity of any location or record made under section 10 of the act of 1891, so much so that in default the location and record become absolutely void just as if never made. I do not think this contention is satisfactory. The gold commissioner on application by the intending locator would have to estimate the damage to be caused "by such entry," and he could not well estimate that the mere entry would occasion more than nominal damages. The compensation to be made after such entry "for any loss or damages which may be caused by reason of such entry" is an entirely separate matter, and for the purpose of the present question is not to be considered. That the omission to give security to the gold commissioner in a nominal or at least a small amount should have a fatal effect on the title to the claim no matter how valuable seems to me a startling doctrine, and opposed to many provisions and to the policy of the mining acts. It will be observed that location and record are not more burdensome to the miner than the interests of the mining community and security of titles require, but the giving of the suggested security to the gold commissioner who might be at a distance, and might wish to make enquiries, would cause serious difficulty and delay in location and record, and often cause the loss of the claim. Moreover, if this is the meaning of section 10 it seems to be a snare to the miner, for the remainder of the acts point to location and record as sufficient, and are silent as to the suggested security. But a still more serious objection appears, when we consider the important subject of the transfer of claims. The act of 1891, S.S. 50, 51 and 52, and S.S. 9 and 17 of the act of 1892 shows the anxiety of the legislature to have such transfers made safe to a purchaser who purchases by the record. If the record discloses a good title an honest purchaser can buy with safety, but according to the argument the security to be given to the gold commissioner under section 10 of the act of 1891, as to which the party searching the record will have no notice, (there being no record of it) is a serious source of hidden danger, and is contrary to the policy which has long characterized legislation, both as to real estate throughout the province and claims in the mineral districts.

The danger which would ensue from the construction contended for is greater than any affecting the transfer of property, even in countries where they have no land registry laws. There a purchaser by calling for the deeds, showing a claim of title, and ascertaining that possession has been held under such deeds, is generally safe; but here we have a danger which cannot be guarded against. Moreover, in the crown grant to the railroad company the proviso which I have already quoted as to paying reasonable compensation, and the silence as to any security to the satisfaction of the gold commissioner, shows that neither the crown nor the railroad company contemplated that such security should be given. I cannot therefore agree with the judgment of the learned Chief Justice, for I think the "Xenith" claim was a good location prior to the 23rd of March, 1893. And that as to the location on the 24th December, 1894, and record of Januray, 1895, of the Paris Belle, it was not void as against the plaintiffs for a supposed want of compliance with section 10 of the act of 1891. This is as regards the remainder of the claim, with which alone the plaintiffs are concerned.

I cannot agree that the location was void on the alleged ground that "rock in place" had not been discovered.

I think the plaintiffs are now debarred from impeaching the validity of the certificate of improvements obtained by the defendants.

I cannot agree with the declaration that the location and record of the Paris Belle mineral claim by the defendant Jerry was illegal and void.

But I think the plaintiffs having regard to paragraph 22 of the statement of claim, admitted by defendants (see M.) are entitled to an injunction, etc., to restrain the defendants from claiming the right to sell, etc., the surface, etc., and to deal with the same as if owners in fee, etc. Appellants partly succeeded and partly fail, and their conduct in setting up a wrongful claim, etc., disentitles them to costs. The defendants appeal against the whole decree of the Chief Justice, including the injunctions which the plaintiffs were obliged to apply for and which properly limited to intended sales, etc., of land, should be continued.

We all agree that an inquiry should be made as to what compensation the plaintiffs are entitled to receive in respect to their surface rights.

THREE DAYS

Will Be Devoted to the Celebration of Her Majesty's Diamond Jubilee.

Victorians will spend three days in celebrating the Diamond Jubilee of Her Majesty, the celebration committee having last evening decided upon June 21, 22, 23. On Sunday, June 20, a special thanksgiving service will be held.

There were present at the meeting Mayor Redfern in the chair, Secretary Boggs, Captain Adair, R. N., and other naval officers and a number of citizens. The mayor will appoint a committee to arrange for the thanksgiving services, and the military authorities will be requested to co-operate with the navy in the matter of the naval and military demonstration to be held on June 21st. On Tuesday the 22nd the usual regatta will be held at the Gorge, a committee having been selected to arrange for it. Another committee will attend to the yacht racing which will also be a feature of the celebration.

His worship announced that the council had voted $1000 for the celebration, a finance committee was appointed to canvas the city for subscriptions and the provincial government will be asked to contribute. Minor committees were also appointed.

LAW INTELLIGENCE.

The full court are hearing argument again to-day in C. P. R. Co. vs. Parker and Pinchard. On the line of the railway between Spence's bridge and Ashcroft the defendants bring water on to their land for irrigation purposes from the Thompson river. The company claim that the soil is of a porous formation and the water percolating through causes the roadbed to soften and the rails then slip. Mr. Justice Drake at the trial refused the plaintiffs an injunction or damages, and the company now appeal. E. P. Davis, Q. C., for appellants and L. G. McPhillips, Q. C., and Charles Wilson, Q. C., for respondents. Judgment was reserved until 10:30 to-morrow.

A rather intersting application was heard before Chief Justice Davie in chambers this morning. In Burton vs. Goffin, et al., application was made by the plaintiff against the defendants, Williams and Munsie. The plaintiff is the holder of a note for $1500 made in July, 1896, by Goffin, and endorsed by Williams and Munsie. The endorsers set up as their defence that after the endorsed the note it was altered by being made to bear interest at 12 per cent. The plaintiff's answer is that the note is on a printed form and the blank space left for the amount of interest was filled in with 12 per cent when he received it. R. Cassidy for plaintiff and L. P. Duff for defendants.

The American ship Wachuset sailed from Chemainus this morning with lumber for Sydney, N. S. W.

NO FRANCHISE FOR W

The Ladies Must Struggle A other Year Without the to Vote.

Mr. Helmcken's Woman's Bill Does Not Reach Second Reading

Anti-Alien Clause is Elimi the Mining Act— vate Bills.

Monday, 3rd M

The Speaker took the chai o'clock; prayers by the R Beanlands.

CAMPBELL CREEK SC

Dr. Walkem moved and M son seconded that an orde house be granted for a return espondence between the nd any person or persons in with the closing of Camp school. The motion carried

LUMBER INSPECT

Mr. Rithet introduced a b to the grading of lumber for to foreign markets. The bi sidered in committee, where explained the principle of th said it was not the intention act in operation until the Stat ington passed a similar act

Mr. Sword thought it was of the powers of the legislat an export duty on lumber.

After considerable discussi question the committee rose ed in order to give time to c point raised by Mr. Sword.

SEALING INDUST

Mr. Helmcken moved and seconded the resolution dealing sealing industry which has a published. In moving the Mr. Helmcken read from Award to show that the Un had no exclusive rights outs usual three mile limit. He the case of the schooners seized by the revenue cutter —seizures which had inflic hardships on the schooners. ticed that the United State ment were moving to secure son. The two commissioners by the United States govern evidently gathering evidence the terms of the Paris Aw case of the schooner Aurora peculiar hardship. He relat cidents leading up to the s showed that while the court the schooner had done noth no compensation was awar Helmcken also referred to fines inflicted on the other sei ers. He read from a paper Prof. Jordan, the United S missioner, in which the latte ed to show that the correct p be to brand the female sea they would be useless fo schooners catching them. R strictions in the lawful pros the sealing industry will have of seriously crippling if not ruining it, and he therefore passage of the resolution.

Mr. Semlin, while commen good intentions of the resol grave doubts as to how the court would work out. Jud present appearances the nav on the one side would act in manner while the naval offic ing to the other nation would act as advocates as well as j

Mr. Sword, in a short spee ed the resolution, which was ried.

GABRIOLA ISLAN

Dr. Walkem moved that a this house be granted for a copy of the judgment in the c gan vs. Canessa, involving t certain property in Gabriola resolution was carried.

Mr. Booth presented the re select committee on the mur The report was adopted and municipal bill was introduced

CASSIAR CENTRA

The Cassiar Central railw coming up for rpt, Mr. Sw the following new clause claims which have to be repre continuously worked shall u ject to any claim on the p company to any share in th of the same, although such be located within the limits o leased under the provisions o

Mr. Sword said the objec clause was to protect those dinary placer claims which ca ed without the investment of tal.

Hon. Mr. Turner said the could not possibly be accept would destroy the very intent bill. Some chance must b the company, and its rights considered.

Mr. Booth said the railw carry miners into the countr company should be given eve agement.

Mr. Kennedy said that pla was never contemplated in t introduced.

Mr. Sword said the bill was company an opportunity to reserve on nearly all the plac in Cassiar. It was outrage placer miners to give up ha they get to a company whi them 75 miles.

Mr. Rogers again asserted bill was one of the best ever by the government.

The motion was then defea following division:

Ayes—Semlin, Cotton, Gra nedy, Hume, Sword, Kidd, M Kellie, Walkem.—10.

Noes—Mutter, Helmcken, Booth, Adams, Rithet, Marti Baker, Pooley, Eberts, Bryde Huff, Braden Macrerror.—10.

A motion to rend the repor six months was defeated on division.

Mr. Semlin then moved tha of lease be reduced from 50 y years. The bill was such that the time should be short government were horrified at t repudiation but the passage