

From Ocean to Ocean

We extend Holiday Greetings
to all our
Customers and Friends

WINNIPEG
CALGARY
NELSON
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J. Y. GRIFFIN & CO.

Pork Packers and Commission Merchants

Finnan Haddie

400 boxes due to arrive January
2nd. How many can we book
you for?

R. A. ROGERS & COMPANY Ltd.

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The Canadian Pacific Lumber Company limited



Manufacturers of and Wholesale
Dealers in all Classes of
British Columbia

**LUMBER, LTH,
SHINGLES,
MOULDINGS, Etc.**

MANAGER

PORT MOODY, B.C.

CAPACITY: LUMBER—60,000 feet per Day; LATH—20,000; SHINGLES—120,000.

We have the largest dry kiln capacity of any mill in B.C.; also the largest amount of sheds, and these are well stocked with Manitoba lumber. We have seven plants, and are prepared to ship promptly. We understand the requirements of Manitoba dealers. Send to us for your next car. BYRNES & CAMPBELL, Selling Agents, Winnipeg.

INTERESTING LEGAL DECISIONS.

The full court sat Saturday and delivered judgment in the following cases:

The King vs. Hurst.

At the fall assizes the prisoners, Samuel G. Hurst and Sarah C. Hurst, were tried for conspiring to defraud the Hartford Insurance Co. by unlawfully removing a quantity of household goods and unlawfully concealing the same, for the purpose of obtaining from the Hartford Co. in which goods were insured, insurance money upon the goods, as if they had been destroyed by fire. The jury found the prisoners guilty on both counts for an unlawfully removing and concealing. The case was reserved for the full court.

The fire, in which the house was burned, took place on Sept. 11, 1900. Some of the goods were removed on Aug. 15, and some on Sept. 11. The judgment of the court was delivered by Mr. Justice Bain, that the conviction for removing goods on Aug. 11 should be set aside, but the conviction for concealing goods on Sept. 11, should stand.

Prisoners were admitted to bail pending the decision of the case by the full court. They will now have to appear for sentence at the sitting of the assize court in March. The female prisoner is at liberty under her bail, but her husband is in jail awaiting trial on two cases of forgery of cheques committed since the last assizes.

McGowan vs. McKay.

Plaintiff claimed to have made a contract with defendant for the sale of 100 tons of processed hay at \$10 per ton. The agreement was made on June 25, 1907; the hay was to be delivered F.o.b. on cars at Beauport on or before Sept. 15 following. The hay was to be shipped to Keweenaw, where defendant resided. Two carloads were shipped and received by defendant and were settled for. After receiving the two carloads defendant telegraphed to plaintiff to advise that the hay was of inferior quality and that no more should be shipped. Plaintiff sued for damages for breach of contract. The evidence was conflicting in many particulars as to the terms of the contract.

The case was tried before Mr. Justice Dubuc, who entered a verdict for plaintiff for \$200.25 with costs. The plaintiff sold portions of the hay at different prices; his lordship found the balance not taken was 70 tons, that 87 a ton would be a fair estimate to place on the balance and the difference, 83 a ton, for the 70 tons. Defendant appealed. Mr. Phippen and Mr. Hartley for plaintiff, Mr. Atkins, K. C., and Mr. Robson for defendant.

Judgments were given by Chief Justice Killam and Mr. Justice Bain. (Mr. Justice Richards concurring), that the appeal should be dismissed with costs, and the verdict in favor of the plaintiff affirmed.

Lewis vs. Barre.

Appeal from Mr. Justice Richards. In 1899 an agreement was made between plaintiffs and defendant that defendant should purchase all butter made by plaintiffs during that season. Some of it was shipped to British Columbia and 12,000 pounds to Winnipeg. Defendant refused to take what was sent to Winnipeg, and it was sold to other parties at 29c cents a pound, entailing a loss, as defendant was to pay 25c cents a pound. Plaintiffs sued to recover \$475 as damages, which they had sustained. The defence alleged that the butter was not as good because it was not up to the standard agreed on. Mr. Justice Richards entered a verdict for defendant, as he found that the butter when it reached Winnipeg was not of the quality the contract called for. Plaintiff appealed to the full court. Mr. Howells, K. C., and Mr. Mathers for plaintiffs. Mr. Ewart, K. C., and Mr. Robson for defendant. Judgments were delivered by Chief Justice Killam and Mr. Justice Bain. (Mr. Justice Dubuc concurring) that the appeal should be dismissed with costs.

Floorwalker—I'm very sorry, madam, but I can't exchange this hat for you.

Mrs. Smithson—But my husband doesn't like it.

Floorwalker—Then I'd advise you to get a divorce—Prudence Herald.