## MR. JOHNSON'S PETITION.

Text of the Document Which in Printed Form Was Distributed in the House Yesterday.

VICTORIA, B.C., December 18, 1895. To the Honorable the Speaker and the Members of the Legislative Assembly of the Province of British Columbia, in par-

This is the humble petition of me, Edward Mainwaring Johnson, of the city of Victoria, in the Province of British Columbia, land agent, and I hereby ask that proper and effectual proceedings may be forthwith taken to protect me from unjustifiable persecution by the Hon. Theodore Davie, Attorney-General of the said province.
In support of my petition 1 say:

That I have been resident in the said city and province nearly eighteen years. About five years ago, in a certain civil action in the eme court of the said province, commonly known as "The Grays v. McCallum," in which the said Attorney General acted as counsel for the defendant, I was a witness for the plaintiffs and was kept under cross-examination by the said counsel for a period of nearly four days, without result a o breaking down my testimony; and the said counsel, taking cover under his position, and in the most cruel and cowardly way, questioned me upon events which had transpired about twenty-one years ago, which had no bearing in any way upon the issue of the pending suit, and could only have been intended to be the means of making public charges which would do and cause me, my business and my family permanent injury and disgrace. On being asked these questions I retorted by alluding to the former life and character of the said counsel, being goaded thereto by the treatment to which I had been subjected.

In the same civil suit, at the instigation of the said Attorney-General, I was charged with conspiracy, and damages were claimed

A special jury, after a trial lasting about sixteen days, declined to find any justification for the charge of conspiracy or in any way to assess any damages against me, and I received the personal sympathy of the jury for the manner in which I had been treated by the said Attorney-General at the said trial.

Not content with the result of the proceedings, and a short time after the termina tion of the last-mentioned civil suit, in face of the finding of the said special jury the counsel for the defendant, the said Attorney-General, acting then in his public and official capacity for the province of British Columbia, without notice or warning to me or preliminary inquiry of any kind, procured his sole representation, placed me in a jail, caused me to be submitted to every indignity, including the search of my pockets and locked up in a prison where I was detained until I could obtain bail. When I counsel, again arrested me and made me by a constable in uniform, and I was obliged

to obtain bail a second time.

The course pursued by the said Attorney-General is one which is only resorted to in cases of desperate criminals, who are an immediate cause of danger and menace to society, and if the usual preliminary investigation in cases of a like nature had been made, as far as I was concerned, the said Attorney General would have been unable to use his office to treat me in the dastardly way he did. The whole of the proceedings as to my arrest and imprisonment were cruel and cowardly, out of the usual manner of the administration of justice, and altogether unjustifiable and unnecessary.

of being ready to go on with trial of the charges, I was, on the application of the substance of Mr. Johnson's complaint is that said Attorney-General, remanded from time he has been pursued as a criminal by myself to time, and it was over twelve months from

done by the said Attorney-General to me. The proceedings were delayed, and delayed in the proceedings were delayed, and delayed in the hope, I am informed, that my business and being pursued civilly in the courts and prospects would be ruined and I should be unjustly made a party to a lawsuit for the compelled to leave the country. So rancorpusly were the proceedings conducted, in party, or if he is a party, which ought that it was only about six hours before the closing of the last available mail to use he prays that the house will appoint a comthe information, that my counsel could obtain information of the names of the counsel shows to be sub judice, into its own hands employed by the crown to take evidence and deal with them in such manner as the on a commission, and I then found that the lawyers I had retained to watch the case for me were those employed by the said Atborney-General to act for the grown.

The commission and I then found house in its wisdom may see fit. As regards the prayer of his petition, it is needless to do more than point out that the petition answers itself, for he shows that he The effect, if I had not been able to the this unwarranted and most unfair treatment, would have been that I should adjudicate upon his rights. It would therehave been obliged to go to trial without be. for be in the highest degree, according to ing able to procure evidence in time to be of his own showing, improper for this legisla any use, and in consequence I should no ture to interfere, when its interference could doubt have been, in accordance with the only have the effect of stopping an inquiry

The country has been put to a large ex. to do so were instituted by me. It was the pense, as appears by the public accounts, in carrying out the designs of the said Attor. The country has been put to a large exney General; nevertheless when delay could be no longer obtained, and the cases came In the Supreme Court of British Columbia. on for trial, they were an utter and ignominious failure, and the Attorney-General was, in accordance with the instructions o the late Chief Justice, the then presiding judge, obliged to enter a nolle prosequi, and

discontinue and abandon the proceedings.

It is needless to say that I have been put to much expense, none of which can I recover, and all this I have to this time suffered and borne in silence. The shield of office, so far as the said Attorney General is concerned, has, in the present state of the law, been a bar to any redress for me.

Not content with what he has already done, the said Attorney-General has again without notice to me or consent on my part, procured me to be joined with others as party defendant in a civil suit commenced against N. Fitzstubbs, gold commissioner for the district of West Kootenay, by H. what will be to me considerable expense for the Hon. Mr. Justice Crease upon a sum-legal services, to uphold a certain lease, mons heard herein on the 10th day of May, ed by the said Fitzstubbs, on the advice and with the approval of the said Attorney General (to me among others), for the term bearing read the affidavit of Alexander of twenty years, of one and one-half miles Stewart Potts, sworn on the 1st day of the bed of McCulloch creek, in the Big Band, Kootenay district, aforesaid, by 500 was alleged by counsel as asforesaid. And feet wide on each side of the centre of said the said motion coming on again this day, oreek, and which lease made under the "Placer mines act 1891," and the term for the plaintiffs, and Mr. Arthur G. Smith, and purposes thereof are ultra vires of the of counsel for defendant, and said counsel crown or the said Gold Commissioner. The consenting that this court should make an granting of the said lease has deprived me order such as might have been made by the of my rights under a previously existing Hon. Mr. Justice Crease upon hearing of grant from the crown, and so placed me in the said summons to add parties, and upon the power of the person for whom the said hearing what was alleged by counsel as torney General is acting as counsel that aforesaid : I have been obliged for self-protection, to

idea of the costs thereof, except that I am informed, as the Attorney-General is acting in his official capacity for the said Gold Commissioner, and in his private capacity for A. E. McCallum, one of the defendants, I can n no case recover costs I may incur.
In view of what I have stated, I beg that

all correspondence, reports, applications, grants, leases, or other papers or writings in the possession of the government of the said province, or any member thereof, or under relating to McCulloch creek, Big Bend, Kootenay district, for an area extending one and one-half miles in length, following the bed of said creek from a point near the canyon at the mouth of said of said creek, and 500 feet wide on each side from the centre line of said creek, and in any way included in any grant or lease, may be brought down to the members of your honorable assembly, and that this my petition be referred to a committee thereof, with power to administer oaths and call for persons and papers, and that I may have such redress and protection as after due inquiry and report you may, in your wise discretion, deem necessary or expedient in the And your petitioner, as in duty bound,

will ever pray, etc. PROVINCIAL LEGISLATURE. First Session of the Seventh Parliament.

FORTY-FIRST DAY. Monday, January 28, 1895. The Speaker took the chair at 2 p.m. Prayers by Rev. P. McF. Macleod. Mr. Eberts presented a report from the

rivate bills committe, recommending the bill to incorporate the Stave River Electric Power Company. Received. A petition presented by Mr. Williams from J. M. Browning and others, asking for a bonus on shipbuilding, was ruled out of order a celling the state of the state

order as calling for an expenditure of public money.
A petition presented by Hon. Col. Baker, addressed to the Lieutenant-Governor in Council, with respect to the privileges asked by the Stave River Electric Power Company, was ruled out of order, because it

ORDERS OF THE DAY. Hon. MR Davie moved that the house proceed to the orders of the day. (Governnent orders - Adjourned debate on the motion to receive the petition of E. M. John-

was not addressed to the house.

MR SEMIAN, as a question of privilege, asked why a stranger was occupying the seat of the Law Cierk. He presumed he was a reporter, but would like some ruling my arrest on a special warrant obtained on on the subject, so that if any member wanted the same privilege on another occasion he

Hon. Mr. Davie said that the stranger was a reporter—an official stenographer here lin, one tenth; E. Crow Baker, onefor the purpose of taking down the debate was released on bail the said Attorney-General, although he knew I was represented by counsel, again arrested me and made me the same privilege on a future occasion it parade the streets of the city, accompanied would not be denied. MR. KITCHEN, also as a question of privi-

lege, asked to see the petition, which he had been unable to obtain, as he was told that it had been sent to the printing office. THE SPEAKER said he believed the petition was being printed and almost ready for distribution

HON. MR. DAVIE said the question then was, whether the petition should be received. Until a petition is received it is plaintiff on the said 17th day of April, 1889, duly executed assignments of their not the usual course to have it printed, so that the reason given was not a good cause for delaying this debate.

1889, duly executed assignments of their had paid him money enough on Friday evening to take him through to the mine, I to the defendant. delaying this debate.

Ordered, that the house proceed to the orders of the day.

PETITION OF E

Hon. Mr. Davie :- Mr. Speaker, the indifferently in my official -not acting the time of the initiatory proceedings until capacity as Attorney-General, but by using the matter was brought to trial.

During the twelve months everything that private advantage of a personal client whose could be done by a malicious persecutor was

wish and endeavor of the said Attorney-General, imprisoned, ruined financially and socially, and my children forever disgraced and ostracised.

only nave the effect of stopping an inquiry involving the rights and properties of others to a large amount. The adding of E. M. Johnson to these proceedings was not my doing, although the proceedings necessary

—In the Divisional court:—Coram: The Hon. Mr. Justice McCreight; the Hon. Mr. Justice Drake. Saturday the 22ad day of December, 1894.

Between Henry Cooley, John Gray, Harry V. Cooley, John P. Elford, Alexan-der C. Ewart and Edward Leason under the name of the Victoria Bed Rock Flume and Hydraulic Company, plaintiffs; and Napo-leon Fritzstubbs, gold commissioner for the district of West Kootenay, in the province of British Columbia, at the town of Nelson,

defendant: Upon motion made to the court on the 13th day of December, 1894, by Mr. Charles Wilson, Q.C., of counsel for the plaintiffs, for an order setting aside the order made herein on the 30th day of July, 1894, by the the district of West Kootenay, by H. Hon. Mr. Justice Walkern, postponing the oley and others. I am made use of, at trial of this action to await the decision of ated the 10th day of June, A D 1892, grant- 1894, as to what parties should be added a defendants. Upon hearing Mr. Arthur G. Smith, of counsel for the defendant, upon

This court doth order that the said appeal

amend their pleadings in such manner as they may be advised;
And this court doth further order that

the costs of this order be costs in the cause. By the Court,
ARTHUR KRAST,

Deputy Registrar, As to the accusation (Hon. Mr. Davie continued) that I am using my office for the purpose of gratifying my personal malice and spleen against this gentleman, why should I single out this lowly individual of all others for the purpose? Those who when I had the opportunity of fully expos-ing matters damaging to him I refrained from doing so. And as to the charge that I used my office in launching a criminal and public persecution—employing the public moneys in aid of private litigation in which I was a counsel—I shall have something to say, and some documents to quote, later on. Let us see what this trouble commenced with, so far as relates to the direct conflict between Capt. McCallum vs. E. M. Johnson. An action was commenced in 1890 by three men, James Gray, John Gray and Samuel Gray, against McCallum, claiming their right to redeem certain mining prop-erty and stores. Here is their statement of

In the Supreme Court of British Columbia Between Samuel Gray, John Gray and James Gray, plaintiffs; and Arthur Ed. McCallum, defendant. Amended statement of claim :-

1. The plaintiff Samuel Gray is a hotelkeeper at Chemainus and a free miner.

2. The plaintiffs John Gray and James Gray are free miners at present residing at goods bought of Strones, of Welch, Rithet

3. On the 14th day of May 1890 the plaintiffs Samuel and John Gray commenced actions against the defendant 4. On the 5th day of June 1890 the plaintiff James Gray commenced an action against the defendant. 5 On the 20th day of June 1890 the three

of this court. 6. On the 17th day of April, 1889, the I am unaware what purpose such a course plaintiffs were members of a mining company known as "The Ophir Bed Rock Flume Company," which company were the cowners of and were operating a mineral claim situate at McCulloch's creek, at the Big Bend of the Columbia river, Kootenay and these I am fairly sure — Company's

district, British Columbia.
7. On the said 17th day of April, 1889, the shares of the said mine were held as follows: The defendant, one-tenth; John Gray, one fifth; Samuel Gray, one-fifth; Edward M. Johnson, one fifth; L. B. Hamthirtieth; F. L. Bourchier, one-thirtieth:

and James Gray, four thirtieths.
8. On the said 17th day of April, 1889, the defendant agreed with the plaintiffs to people might furnish you with information advance to them such sums of money as were and should become due as assessm upon their said respective shares in the said der instructions, in interfering. I saw re-Company during the year 1889 upon having made to him an assignment by way of mortgage of the said shares of the plaintiffs in the said Company and of certain stores at the mine owned by James Gray.

10. The said assignments were made ab. any more.) by way of mortgage and that the plaintiffs were entitled to redeem their respective shares and the said stores at any time within a reasonable number of years upon paying to the defendant such sums as he should have advanced on their behalf respectively as aforesaid together with interest thereon in the meantime at the rate of 10 per cent

per annum. 11. The plaintiffs are now, and for some time past have been, ready and willing to redeem their said shares and the said stores by repaying to the defendant such sums as are due as aforesaid, but he refuses to render to them any account and denies their respective rights or the right of the whole of them to redeem, but claims to be absolute The duplicates you have show owner of the said shares by virtue of the said assignment by way of mortgage. The plaintiffs claim .

(1.) To have it declared that the said assignments of the 17th day of April, 1889, are (2) To have an account taken of what if

said mortgages; (3.) An order that the defendant upon payment to him of such sum (if any) as may e proved due, do re-convey to the plaintiffs respectively their said shares and to James dray his said stores.

(4.) Such further and other relief as the nature of the case may require. Delivered this 30th day of July, 1890, by C. C. Pemberton, of the firm of Walker, Pemberton & Dumbleton, 18 and 20 Chan-

cery lane, Victoria, B.C., solicitors for the plaintiffs. To Messrs. Davie & Bodwell, solicitors for the defendant. (Hon. Mr. Davie continuing.) To this Mr. Johnson, a land and real estate agent employed by Mr. McCallum. He drew up for damages, for having been kept out of his property, and for the waste and destructransferring to McCallum sixteen-thirtieths of the Ophir Bed Rock mine, the purchase price of which as well as the This court doth order that the said appeal dissolve the partnership and wind up the business of the Ophir B-drock Flume Company, Registered, the late grantees or own-pany, Registered, the late grantees or own-grantees or o

VIOTORIA, B.C., April 17, 1889. Received of Capta. McCallum the sum of Six Thousand dollars payment for the shares or interests in the Ophir Red Rock Flume Co., Rgetd., sold by me and John Gray and Saml. Gray and for the stores assigned to him.

\$6,000. JAS. GRAY. James Gray and John Gray had not s dollar in the world outside of what Moquestion beyond the possibility of doubt. They are as follows:

VICTORIA, B C., EASTER MONDAY, 1889

James Gray acted. Certified copies of his said defendant wanted me then to return to receipt of the \$6,000 from me, and vouchers of the Grays' interest in the mine kindly re E. McCallum and did not intend to try and tain in safe custody for me, furnishing me with a list of the same when in hand. Yours truly,
ARTHUR EDWD. McCallum.

P.S.-I want duplicate invoices of the and Earle, and that the same are paid for in full.

April, 22, 1889. Captain A. B. M'Callum, Maple Bank.

DEAR CAPTAIN M'CALLUM, -Replying to said actions were consolidated by an order your letter of io-day I see no reason for sending any communication to Mr. S. Gray. liabilities. Mr. Gray has retained his own vouchers for the private accounts he has paid. As far as I can ascertain, all his accounts are settled except to me. Both the brothers left town without settling. You could probably ascerbain from anyone in town to whom Gray was indebted or from whom he bought goods, if these representa-tions are true. You are not at present in any way liable for Gray's debts. These and copies of the invoices you require. I am afraid I am hardly justified, unless un-

> or the Spring Ridge lots. I think I may sum up the whole matter of the mine by saying that as far as I could ascertain, all the claims of the Grays and of

the Company have been paid, my own being all that are outstanding. Yours truly,

E. M. Johnson. P.S.—The money handed to Gray was to pay his way and that of his men into the ine, and to pay packing, etc., on \$350 worth of stores which he was to buy on his wn account from Hume. These stores will ultimately have to be paid for by the Company. They will be sold to the men instead of their finding themselves, and they will The duplicates you have show all the ocuments in the matter. E. M. J.

VICTORIA, R.C.

Saturday, April 27, 1894. My DEAR JOHNSON :-- It occurs to me that as James Gray has no longer any pecuniary interest in what are now the Company's anything is due to the defendant under the stores and is only in charge of them as an

ARTHUR EWD. McCallum.

The two Grays started for the mine on the had promised that if the mine proved a rich 18th April, the day after the sale. Captain McCallum, besides the sixteen-thirtieths, sold their shares to him, but no fixed sum the subject of the transaction of the 17th was mentioned. I never told James Gray tion of \$2 500 paid by the said Arthur McCallum replied that the sale was absolute and was made through the direct agency of Mr. Johnson, a land and real estate agent the year before. Captain McCallum found McCallum had told me that Mr. McCallum had told me that he (defendant) employed by Mr. McCallum. He drew up all the money for prospecting and working all the papers. Captain McCallum retorted the mine during the season of 1889, some with a counterclaim against Johnson, and \$7,000. which fact was wholly incompatible alleging that it was he who had advised the Grays and had caused this action he asked for damages, for having been kept out of lute owner of the majority interests in the lord late owner of the majority interests in the lord. 1889, and arrived at defendant's house my brothers to me and which I held, and I for damages, for having been kept out of his property, and for the waste and destruction of the stores at the mine. I will endeavor to summarize the evidence in the case, occupying as it did twelve or fourteen days, and involving the consideration of switch is at my disposal in laying the facts before the house, I will refer to the salient, which he had acquired from James of the contention that the transaction was a mortgage and not a sale, Johnson was the chief witness, and swore to it most dismortgage and not a sale, Johnson was the chief witness, and swore to it most discontinuity and precisely, giving detail in such that Johnson had been not comparison to the mine that season in comparison of the mine that season in comparison with the money which McCallum put into it; yet McCallum fully believed to Samuel Gray, who owed him (Johnson to be so. either it was a mortgage as he alleged or else that Johnson deliberately perjured he had acquired a thorough bonanza and as such he sold a one-tenth interest in the oross examination for several days; and whether or not he was unimpeached is such he fact that the interest in the form by the fact that the interest in the form of the was unimpeached is such he sold a one-tenth interest in the mine to Mr. Jefferies, an English capitalist to with James Gray about Johnson's proposal. He said Johnson had renewed his proposal that the Grays should claim that whether or not he was unimpeached is shown by the fact that the jury found, contrary to his positive oath, that it was an absolute sale, and the documents which I absolute sale and the sale and am about to quote proved the jury was a major to quote proved the jury was right and could have come to no other conclusion. The transaction of sale was dated April 17, 1889, and resulted in the Grays—by formal documents drawn up by Johnson that he (Jefferies) bought the interest as he therefore the complete the com thought he was better able to lose the money than was McCallum. This sale evidently excited the capidity of Johnson, who himself afterwards asserted at one of the Johnson to recover the ene fifth interest from Captain McCallum to bring down

September, above quoted in the following erated the absolute nature of the sale,

waring Johnson, that he had no interest in son to secure him had sold out altogether to the said Arthur back out of it.

street, and again proposed to me to claim but he cannot escape the force of his own the property from McCallum, and he, the defendant, said that he could swear that the transaction was only a loan, and he Ophir mine to McCallum. This is the could get me all the money necessary by a letter. mortgage on the property, and that I would then have McCallum fixed. He said that he was not quite sure that he had not a DEAR FRIEND:—Hoping that this will document in his possession showing that come to hand in time, before that thief McCallum had only purchased a one-thirtieth share. James Gray." Johnson will get the whole control of the mine. He said that he had you under his

plained, James Gray afterwards went back and had also the power to discharge myself mony, and unimpeachable testimony, of James and John Gray to young Jefferies, of the overtures of E. M. Johnson the matter will be settled. When I talked to the Grays to the above effect. Mr. Jeff. eries, the purchaser, or proposed purchaser head and said nothing. About the mine from McCallum of the one-tenth interest for everything in the way of gold is in the pot £3 000, sent his son out here in the summer of 1889 to inspect the property. Young Jefferies went to the mine after E. M. Johnson had been there, and in his evidence shall be ready to clean up. All is going given in England, taken on commission, and well at present. We moved everything read at the trial, this is what he says :

"I engaged Mr. Brady as an expert to value der instructions, in interfering. I saw re-the mine for me. I, the defendant, and ceipted accounts in Gray's possession. All Brady started for the mine on the 12th Augthe money was paid out except \$302 13 and \$115 retained till Dunn's claim is adjusted and then to be paid James Gray. James Gray was the princieither to Dunn or Gray. (I think John ple foreman of the mine. We stayed at the Gray is stranded in Vancouver; he tel. mine about three weeks. I and the Grays Gray is stranded in Vancouver; he tellmine about three weeks. I and the Grays egraphed me for \$50 on Saturday, but as I told him to send to his brother if he wanted fendant. He told me that he and his brothers had sold outright all their interests to solute on the face of them but it was distinctly understood and agreed by the parties thereto that they was only to constant and the face of them but it was distinctly understood and agreed by the parties thereto that they was only to constant and the face of them but it was distinctly understood and agreed by the parties thereto that they was only to constant and the face of them but it was distinctly understood and agreed by the parties the they was only to constant and the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of them but it was distinctly understood and agreed by the parties the face of t onversations also with Mr. John Gray on the same subject. He told me as his brother In the Supreme Court of British Columbia had done that the plaintiffs had sold all their interests outright except the one-fifth to defendant. I expressly inquired of both if they had sold their interests outright. I made all the inquiries I could from the plaintiffs as to the title to the shares in the mine. I had a conversation with Mr. James Gray about Mr. E M. Johnson and about a visit about Mr. E M. Johnson and about a visit the latter had paid to the mine. James Gray told me that Mr. Johnson came up to the mine shortly before our arrival there, as representative of the shareholders, and demanded a wash-up of the gold and that the said aresult should be handed to him. Gray told result should be handed to do this as he had no developing the mining ground owned by the me he had refused to do this, as he had no instructions to do so. He also said that Johnson had told him that a one-tenth share the said Arthur E. McCallum was owner of a had been sold to the representative of some- one-tenth interest in the said mine. one in England and that it was possible the whole mine would be bought by English capitalists. He also told me that Johnson then proposed to him that he and his brothers should plead that the transfer of their shares to defendant was not a sale outright stores and is only in charge of them as an employe, it will be only fair to write and let him know that he can on demand at any the recent extended to the fact the fa time receive a cheque for the recent expenditure he made on the Company's behalf said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, an assessment was raised in the early said 'I told Johnson I am not going to turn (Callum, a said 'I told Johnson I am not going to turn round on McCallum; he has been too good a friend to us.' Both James and John Gray repeated to me at other mine. He told me that Capt. McCallum

> out and that then the Grays and Johnson would sell at their own price to the English capitalists. I have not been examined on

James Gray (Mr. Davie continued) came

language:

"6 In the month of July in the present
year, the defendant, Edward Mainwaring
The defendant of Picture of Pict Johnson, came to the mines situate at Big Bend and he told me that he had been sent up by Capt. McCallum, Mr. Baker and Mr. Hamlin, the shareholders, and he wanted me to clean up the bedrook and give him all the gold that could be obtained at that time. I refused to go to this expense, and upon his pressing I told him, the said Edward Mainwaring Johnson. that he had no interest in know me—foe as well as friend—will acknowledge that mine is a life of activity; that I have no idle time on my hands; and therefore no time for the gratification of personal whims and spleen, even if I enterpersonal which acknowledge that mine is a life of activity; the mine and could not order me, and that I did not recognize him as representing the other shareholders as he had no written authority except an order from Captain McCallum to bring down any gold which was already on hand, but which did not authorize him to call for the clean oursed against any assessments, and the mine only upon the distinct understanding that he should be second that the mine only upon the distinct understanding that he should be second to the mine and could not order me, and that I did not recognize him as representing the other shareholders as he had no written authority except an order from Captain McCallum to bring down any gold which was already on hand, but which did not authorize him to call for the clean of the other hand claiming that he had bought the share in the mine only upon the distinct understanding that he should be second the mine of the min ments and attending only to principal facts), three letters which passed between Johnson and McCallum on the 22nd April, place the of gold which was on hand, but I refused to McCallum had agreed to take the of gold which was on hand, but I refused to do anything further. Before leaving Kootenay the defendant told me that the said Arthur E. McCallum had sold a tenth interest of the control o terest in the mine for three thousand pounds the Grays of want of honesty in the matter (Say 22nd April.)

MY DEAR JOHNSON,—Would it not be advisable to send Mr. Samuel Gray by registration with the whole mine, and he (the defendant)

MY DEAR JOHNSON,—Would it not be advisable to send Mr. Samuel Gray by registration with them, and he (the defendant)

At that time the Grays (James Gray paragraph) then prorosed to me to claim that the negoticularly) and Johnson were at daggers' fifth share in the Ophir B.R. Fl. Co. by his brother to myself?

Then proceed to me to claim that better the points, and the suit against Johnson was points, and the suit against Johnson was proceeding to trial, but as I have stated was I want for myself duplicate certified copies doing I could get the property back and suddenly stopped and suit brought against make money instead of McCallum in place of it. As the late Chief McCallum in place of it. As the late Chief Victoria with him and promised if I would ing the motion for a new trial, the eviden Justice remarked in giving judgment denythat all liabilities whatsoever of the company have been settled up to the 17th inst., these in due course. All the original docu-James Gray's opinion of E.M. Johnson, and demonstrating what powerful influence must have been brought upon James Gray to in-"7. I came to Victoria on or about the duce him to take sides with Johnson against 20th September last, and on the 23rd Sep McCallum I will read the following letter, tember last I instructed my solicitor to protember last I instructed my solicitor to proceed against the said Edward Mainwaring Johnson in this suit. On Friday, the 27th absoluteness of the sale. James Gray in his inst, after the suit was instituted, the de- evidence at the trial tried to explain away fendant came to see me on Government his affidavit by blaming the draftsman,

And although, as will be presently ex- control and could do as he pleased with you, on this affidavit we have the other testi. and close down the work. It has greatly of the lies he told about me he hung his hole; how deep that is I cannot tell. However, if good bedrock we can rest easy. When your friend from England arrives we last week. Getting 120 feet pressure we are putting flume over the pot hole and extending it over part of the old flume so that the debris can run of its own accord. I will send you the balance sheets as soon as I can get time. Would like to pay the Chinamen if only for one month.

Be on the lookout for Johnson. He said he would have the mine to himself before long. Do not believe one word he says; he is such a horrid liar.

We have cleared 100 feet of bedrock this

season and can do as much more. Hoping this will find you well. Yours, etc., JAMES GRAY. This is the statement of claim made by James Gray in his suit against Mr. Johnson Between James Gray, plaintiff; and

Edward Mainwaring Johnson, I. James Gray, of the district of Koote nay, now of the city of Victoria, free miner, the above named plaintiff, make oath and

say as follows :--1. That at the time of the sale to Arthur

2. That my brothers, John Gray and Samuel Gray, were also interested in the said mine in the following proportions, that is to say: John Gray one fifth, and Samuel Gray one fifth; I also owned a one-tenth interest and a one thirtieth interest beside the one fifth held in the name of the said Edward Mainwaring Johnson, the defendant.

P.S.—I leave as you know for the Hot times Johnson's suggestion that a mortgage did sell outright all right, title and interest should be set up. I conversed with James we had in the Company absolutely to the probable success of the said Arthur E. McCallum excepting only as to myself the interest held in the defendant Johnson.

4. That such sale was dated the 17th day Edward McCallum to me in cash, and which sum of \$2,500 also included the purchase money for a quantity of groceries, clothing and other stores then upon the premises.

promised me that if he made a good thing out of the mine he would not forget us.

Johnson to be so.
6. In the month of July in the present year the defendant, Edward Mainwaring Johnson, came to the mines situate at Bi gold that could be obtained at that time. I refused to go to this expense, and upon his pressing I told him, the said Edward Mainwaring Johnson, that he had no interest in the mine and could not order me, and that I

Arthur E. M berest in the mi and was negotic for the whole n then proposed out sale but on doing I could make money said defendant Victoria with h do so to raise McCallum, but by the said defe ad sold out alt E. McCallum a back out of it. 7. I came to September last last I instructe against the said son in this suit after the suit v came to see me again proposed from McCallun that he could was only a loan money necessar erty and that fixed. He said that he had not showing that M Sworn before

this 30th day o HENRY S A Commissione The "lurid li

terms it, throw

front is given Richards, which

the repeated o

sisted by Jam

moving part i "In the ear Gray brotherscame to me an loan for them or Fraser river. said to me I se had some claim to get that cl negotiate anoti sequence of my request that he my office. I h property to the understood, had and I asked willing to relea that I migh it, and at that wouldn't do it, held the mort security agains ments that mig terests or the in mining propert that they had held it as a mor another one pl agguence they l The first conver son was on the of May he met object in getting Gravs was to ne said before, and certain ground claimed that by Mr. John contended one t another. Sam. especially, was He said the given was only which was mad it was in payme Johnson denied to secure again denied this an there\_\_rather a was. Their sui son was spoken were taking a said he was the he thought the didn's understa called away ou that time into was away possi know what too On my return t ing on. Mr. the Grays suit against trying to get said he advis action against course. He as against McCall give evidence said he was th evidence again lieve, the Gra tinue their act the conversal

> " The Courtvised them to him and take a specify what th " A .- He sa Callum was the take action again think it wa Grays had disc him, and that think he said \$ I know it was -and that the court. He tol bringing an act were his words (Hon. Mr. D

stated to mei t

wrong in bringi

tinue the acti

come to the

May, just a day Frank Richard um was brough witness, swear the trial most p ion was a mo jury found, age Grave, that it sistently, one found Johnson set up this Johnson states against him on the bringing of um a meeting Ophir company McCallum's ac " That at t

Hamlin, Mr. Johnson and said E. M. J. me to compro tiffs out of con range everythi that I would that my w

would then age