SECOND SESSION OF ROYAL COMMISSION

Victoria Times Severely Scored for Making an Improper Comment.

NUMEROUS WITNESSES ARE EXAMINED

A Probability That Enquiry Will Be Brought to Conclusion Today.

The royal commission to inquire into the facts concerning the sale of the Laurel Point property was continued Wednesday forenoon in the maple room at the parliament buildings. Before taking up the regular evidence Mr. Taylor called attention to articles in the Times of July 24th dealing with the commission, which he said contained grave allegations on the evidence taken at the commission. He called attention to the fact that the article was in contempt of the office of commissioner:

The Commissioner—Well, Mr. Taylor all I have to say with regard to this article is that, in the first place, I have not the slightest doubt that in the ordinary sense of the word the article published is a very foolish and also gross contempt of court. I think anyone who reads the article must see that there has been an absolute lack of discretion in the person who edited that article.

We are now trying to investigate, and investigate as fairly as possible, certain charges. I think therefore, that it is highly improper for any newspaper to make any comments upon the evidence during the course of the investigation—comments which from their nature tend to give a judgment practically upon the case which another person has to give judgment upon. If I were sitting as a supreme court judge, and it may be I have the same powers here—I would certainly take steps to have the editor of the "Times" brought before me to explain why such an article appeared. However, section 13 of the act, although it gives power to punish contempt, it might be a question whether or not a contempt not actually committed in the presence of the commissioner can be punished under this section, as there is quite a difference as you will understand, between the power of the court to commit for contempt committed in its presence and for contempt committed outside of the court itself, and I have a doubt as to whether the power for punishing for contempt so far as a commission of this kind is concerned extends beyond a contempt committed in the presence of the court. At all events, I do not propose to take any steps in the matter, but I cannot let the matter pass without stating that the statements contained in this article—not only in my opinion are they contempt, but they are also an absolute misstatement of the evidence.

Improper Comment

There is no evidence before this commission that any person was enabled to investigate the waste paper basket of the lands and works department, and to secure therefrom any information of considerable—or of any—value to himself. That statement is absolutely incorrect. The only piece of evidence that could be considered in that connection at all is a piece of evidence with regard to the production of some plan—a plan of this lot—which Mr. Anderson had said he had picked up on the floor of the lands and works department. I think the evidence very clearly shows that the plan was not got there, but it was got from Mr. Murray who had copied it from some other plans. At all events, it was shown the document was of no value whatever, because it merely contained information that could have been obtained from any plan of the town of Victoria. It was not information that was in any way private, or that existed only in the lands and works department, but it was information that could easily be obtained by any person. So, therefore, I say that these remarks are not only calculated to interfere with the proper course of this investigation, but they lack the essential element of truth. I think having made these remarks I will let the incident drop.

Mr. Higgins requested that the remarks of the commissioner should apply to the editorial in the Colonist.

The Commissioner desired to see the article which was not produced and said that his opinion was that the newspapers should not make any comments during the case.

Dr. Gibbs was then called and said he was a physician practicing in Victoria and knew Mr. Murray and had a conversation with him regarding the Laurel Point property. He had figured with Mr. Murray as to what Mr. Pendray would give and they arrived at the conclusion that he would tender about $2,050. The first time he spoke to Mr. Murray was about ten days before the tenders were closed.

In answer to Mr. Higgins he said he did not know that Mr. Pendray was going to bid but thought that he might do so. He said it was a matter of speculation with him and he did not know yet whether it was necessary for Mr. Pendray to have the property. He did not know anything about Mr. Anderson or Laird in connection with the transaction and he was dealing with Mr. Murray.

Mr. Higgins asked the witness if Mr. Murray told him that he had seen Mr. Anderson about the property.

The Commissioner ruled the question out.

Mr. Higgins said he would reserve his right to cross examine Dr. Gibbs later. The commissioner said that he would finish it now or he would finish it for him.

Counsel's Rights

Mr. Higgins—I have rights to cross-examine the witness and intend to do so.

The Commissioner—With regard to your rights you have no right to be here at all. All these questions should be asked by me and if you want to continue your cross examination in a proper manner you may do so, but I do not intend to have Dr. Gibbs kept away from his work.

The witness said in reply to Mr. Higgins that he did not know if Mr. Murray had seen Mr. Anderson or not.

In reply to a request from Mr. Higgins to take a paper and show how they arrived at the amount, witness replied —Oh Lord, I can't do that. We were talking for half an hour, I don't know anything about figuring on the property. I took Mr. Murray's advice on the matter.

In reply to the commissioner, witness said he was not prepared at the time to go in the deal, and did not receive any information directly or indirectly from the lands and works department.

In answer to Mr. Taylor witness said he relied entirely on the advice of Mr. Murray and they figured out that Mr. Pendray would bid $2,050 or $2,051.

W. E. Laird, shipping master of Victoria, in replying to Mr. Taylor said he knew Mr. Murray and had figured out the price of the land with him and had arrived at the conclusion that Mr. Pendray would bid about $2,000 and in order to obtain the property they would have to go a little higher.

In reply to Mr. Taylor as to what his intentions were he said that they considered it a good buy and if it was worth $2,000 to Mr. Pendray it would be worth a little more to them.

In reply to Mr. Higgins, he said there was always a possibility of Mr. Pendray buying it and he might have to pay more than $2,100. He said that he tried to get someone to make a tender and he knew that Mr. Murray was also trying. Mr. Murray told him on Thursday that he was going to see Mr. Anderson and on Saturday morning Mr. Murray told him that Mr. Anderson did not know anyone as he did not have time to go to Seattle to complete his arrangements. He was told during the afternoon that Mr. Harrison had put in a tender.

Mr. Higgins asked if there was any understanding that Mr. Murray and witness would participate in any benefit if both obtained persons to tender and one of them secured the property.

Witness replied that there was no understanding except that between two honest men and if there was anything made out of the transaction there would be something in it for both. As far as he could recollect they based their calculations on the value of the Sehl property and other adjacent lands. He was not sure whether Mr. Murray told him the exact dimensions of the property. They arrived at the conclusion that Mr. Pendray would bid $2,010.

In reply to the commissioner, witness said that he did not receive any information from the lands and works department and had never discussed the matter with any person in the department.

Asked by Mr. Taylor if he was to participate in any profits if Mr. Harrison secured it. Mr. Laird replied that he was to receive no profits and had nothing whatever to do with the Harrison or Mrs. Logie tender.

Jas. Anderson, examined by Mr. Taylor, said he knew Mr. Murray and had nothing to do with the Laurel Point property till Mr. Murray mentioned to him.

Mr. Murray called his attention to advertisement in the paper and said it was a good buy and told him to put in a bid. He said he did not know whether he would or would not as it was rather late and did not know if he could get anyone to put up the money. He met Mr. Harrison and when asked in a jocular way how to make some money he told him about the property. He showed him a sketch be obtained from Mr. Murray and in the afternoon Mr. Harrison told him that he had put in a tender for $2,100.

No Private Information

In reply to Mr. Taylor he said he did not receive any information from the lands and works department and did not expect to participate in any profits if sold to Mr. Harrison.

In answer to Mr. Higgins he said he gave Mr. Harrison a sketch which was obtained from Mr. Murray and never told Mr. Harrison that he obtained it from the lands and works department nor that he had found it on the floor. He told him, however, that it was obtained from the department because Mr. Murray told him that it was obtained there. He said that Mr. Murray gave him all the information about the property and mentioned many different sums that Mr. Pendray might give which included several from $2,001 to $2,051 and he thought it was cheap at $3,000.

There was never anything said about obtaining information regarding Mr. Pendray's tender, but he had spoken to others about the tender but did not try to get any information as to how much he had tendered. He spoke to Mr. Harrison and Mrs. Anderson but he never mentioned to any one the advisability of ascertaining the amount of Pendray's bid. He did not ask Mrs. Anderson to ascertain how much the tender was, as he was not interested in the matter sufficiently to bother about it and would not make anything on any transaction.

In answer to Mr. Higgins if he saw Mrs. Anderson between 11 and 12 a. m. on Saturday, the witness replied that he did not keep any record as to when he met his wife.

The Commissioner said it was not right to tie anyone down to a time when it had not been proven.

Witness stated that he did not remember if he saw Mrs. Anderson before 1 o'clock.

In answer to Mr. Higgins as to when Mrs. Anderson told him that she had seen Mr. Brown he said he could not state definitely. He knew that Mrs. Anderson was in Mr. Brown's office and could not say exactly when he was informed. He did not pay any attention to the matter and made no note of it. He did not talk to Mrs. Anderson about the tender on Saturday morning.

Mr. Higgins then told Mr. Anderson not to try and evade the question.

The commissioner said that the witnesses had to be tested fairly and he would not allow them to be treated in that manner and he had not heard Mr. Anderson try to evade any question.

In answer to Mr. Higgins witness said he probably told Mrs. Anderson that Mr. Harrison had put in a tender. Asked as to why he said "probably" witness replied because he had no interest in the matter and did not expect to make any profit and did not charge himself to remember the transaction.

In reply to Mr. Higgins he said he probably talked over all the instances in connection with the property with Mrs. Anderson, and if she had any information it was obtained from him.

Mr. Higgins.—How can you swear to that?

Witness.—Because she told me so.

Mr. Higgins.—Did you or anyone else suggest that Mrs. Anderson should go to Mr. Brown?

Witness.—I did not.

Mr. Higgins.—Have you no explanation to make?

Witness replied that he did not think there was any explanation to make, and as far as he knew Mrs. Anderson went to Mr. Brown's office of her own free will.

Mr. Higgins.—Have you ever had any business with Mr. Green.

The Commissioner ordered the witness not to answer any questions not referring to any business not connected with the present case.

Mr. Higgins.—Have you ever discussed the business with Mr. Green?

Witness replied that he did not discuss the government business with Mr. Green or any other cabinet minister.

Scope of Enquiry

The commissioner said that Mr. Higgins must confine himself to the case in question.

Mr. Higgins said that he would endeavor to show that Mr. Green had discussed government business with Mr. Anderson.

The Commissioner said he was not there to go into any other business other than the Laurel Point question, and he would not be enlightened in the least by hearing of any evidence about other business.

Mr. Higgins said that there was evidence to show that only two persons outside of Mr. Pendray and Mr. Brown knew the exact amount of Mr. Pendray's tender and that was Mr. Green and Mrs. Anderson, and he thought that he should be allowed to produce evidence to show that the information had been received from the chief commissioner.

The Commissioner said that he could not see what bearing the conversations between Mr. Anderson and Mr. Green had to do with the case.

Mr. Taylor called attention to the fact that Mr. Higgins had said that Mrs. Anderson knew the exact amount of Mr. Pendray's tender. This he considered was not correct as no evidence had been submitted to show that Mrs. Anderson knew the exact amount. There was evidence to show that Mrs. Anderson had made a statement to Mr. Brown; but there was no evidence to show that she knew the exact amount.

Mr. Higgins desired to submit as evidence Mr. Anderson's remarks at the Kaien Island investigation.

The commissioner declined to allow the evidence to be put in, stating that it had been gone into once and that was enough.

Mr. Higgins asked if Mr. Green was a frequent visitor at the home of the witness.

The Commissioner told the witness he was not compelled to answer. He said the question would not be allowed if the witness declined to answer it.

Mr. Higgins said the enquiry was to go into the charges of a leak in the lands and works department and on the evidence of Mr. Green who said that he was the only one who knew anything about it, and he desired to show that Mr. Green and the witness were on friendly terms and discussed government business.

Mr. Higgins asked if the examination was relevant.

The commissioner said he intended to rule out any irrelevant evidence.

In answer to Mr. Taylor witness stated that all the information Mrs. Anderson had she obtained from him, and all he had he received from Mr. Murray.

In answer to the Commissioner the witness stated that he had told Mr. Murray that if he had time to go to Seattle he would obtain the money, and if he had not met Mr. Harrison on the street he would not have followed the matter up. He knew nothing about the meeting between Mrs. Anderson and Mr. Brown till about a day or two after it took place. The matter came up when he happened to mention it to Mrs. Anderson and she told him that she had been to see Mr. Brown, and he asked her why on earth she was interesting herself in the matter. He did not know whether Mrs. Andersoon had seen Mr. Harrison.

Where Plan Came From

Asked where he got the plan from that he showed Mr. Harrison, witness replied that he obtained it from Mr. Murray. He explained that the plan was obtained when Mr. Murray showed him how access was obtained from the main thoroughfare and Mr. Murray told him that there was a ten-foot road which had to be kept open. He did not tell Mr. Harrison that he obtained the map from the department, but he told him that it was a sketch from the department which anyone might obtain.

The Daily Times of July 24th, containing an editorial on the commission was put in as an exhibit and Mr. Higgins requested that the Colonist of July 25th also be placed on record.

The evidence of Mrs. Logie concerning the marked cheque was corrected, Mrs. Logie in her evidence having stated that she destroyed the marked cheque. This was incorrect as the cheque was produced.

The Commissioner asked Mr. Higgins if he was ready to say anything about why he should not give the information.

Mr. Higgins said he would like to have the evidence extended before he made his statement.

Mr. Taylor thought this was another motion for delay, and was of the opinion that it should be carried on.

The commissioner said he could not see any cause to refuse to grant Mr. Higgins the right to have the notes extended.

Mr. Taylor pointed out that the commissioner had given Mr. Higgins till this session to make up his mind whether he would answer or not and his position was that he refused to disclose the name of the person as a newspaperman.

The Commissioner said he desired to be very clear on the question before he made a ruling.

Mr. Higgins called attention to the article in the Colonist and after reading it the commissioner stated that it was very different from the article in the Times.

Hon. R. F. Green, recalled, was asked if he knew Mrs. Anderson. He replied that he did, but the commissioner ruled out of order the question as to how long he knew her.

Mr. Higgins also asked if Mr. Anderson was not in and out of his department all the time.

This, too, was ruled out of order, the commissioner stating that he did not care how many times Mr. Anderson had been in the department. It was not material whether Mr. Anderson and Mr. Green had fifty transactions.

Mr. Higgins said that he intended to show that Mr. Green and Mr. Anderson were on very friendly terms and he commenced to say that on a former occasion Mr. Anderson had said that Mr. Green was a frequent visitor to Mrs. Anderson's house.

Question Objected To

Mr. Taylor objected to this question.

The commissioner said he would not allow an examination unless referring to the case before the commission and he did not care anything about past cases. He ruled that Mr. Higgins should confine himself to the case in question.

Mr. Higgins.—In my case I intend to show that the question has a very important bearing on the matter.

The Commissioner.—So far I fail to see very much of a case by your examination.

Mr. Higgins.—The way I look at it is that you could not see anything in the case before it has commenced.

Mr. Taylor called attention to the fact that it was a very insulting remark; and Mr. Higgins stated that he did not intend to refer in a derogatory manner to the commissioner.

Mr. Higgins said he was entitled to have the opportunity to show if Mrs. Anderson and Mr. Green were on such terms as would give the latter the opportunity to receive the information.

The Commissioner ruled that he had no right to ask whether Mr. Green was on friendly terms or not. He could ask Mr. Green if he had any conversation with Mrs. Anderson between September 21st and October 7th.

Mr. Green said he was almost positive that he had not seen Mrs. Anderson between those dates as he left the city on September 23rd and did not get back till October 7th. He was not positive and a man would be foolish to swear that he did not see a certain person during a certain time after such a lapse of time. He did not remember having seen Mr. Anderson, and did not have any conversation over the telephone with either Mr. or Mrs. Anderson.

In answer to Mr. Taylor witness replied that he had no communication with either of the Andersons between September 21st and October 7th.

Mr. Murray said that he desired to be recalled to correct a statement made by Mr. D. Higgins which appeared in the Times.

The commissioner suggested that he should wait till the evidence was extended so that they could be sure about the matter. An adjournment was then taken for lunch.

Afternoon Session

On resuming after lunch, Mrs. James Anderson was called and in examination by Mr. Taylor, said that the first she heard of the Laurel Point property was on Friday evening before the tenders were closed. Preceding this she was away from home for five weeks. On Friday evening while in conversation with Mr. Anderson he had mentioned the matter to her. She was in Mr. Brown's office on Saturday morning but had no information from the department between Friday evening and Saturday morning.

The reason she went into Mr. Brown's office in regard to a piece of property adjoining a neighbor of hers, whose lawn was being ruined by the trees in the adjoining property, she had been told it could be secured for $6,500 and had decided to buy it if it could be secured for that price. She telephoned Mr. Sayward about it and he referred her to Mr. Brown who was his agent, Mr. Sayward being the owner of the property. She went to Mr. Brown and he informed her that $6,500 would not buy the property. Referring to the value of property over James Bay in course of the conversation Mr. Brown said the Dunsmuir property was worth $12,000 and on this she asked why he did not bid more than $2,000 for the Sehl point. Mr. Brown then looked up his book and then said: "What do you know about the tender and the amount?" She replied that if she did not know before she did then and told him that if he wanted to get the property he had better bid a little higher and told him that she thought $2,100 might get it. She left Mr. Brown about noon and saw Mr. Anderson talking to Mr. Harrison on Broad street, but did not speak to him.

Examined by Mr. Higgins, she said she was in Mr. Brown's private office and their conversation was generally about the increase in real estate values in James Bay. As far as she knew she was in Mr. Brown's office between ten and twenty minutes.

Asked as to whether she had ever transacted business with Mr. Brown, witness declined to answer, stating that it had nothing to do with the case.

The Commissioner said that Mrs. Anderson had already given the information by saying that she had talked business with Mr. Brown but had not completed any deals.

In reply to Mr. Higgins witness said she did not tell Mr. Brown that she knew Mr. Pendray's tender.

Mr. Higgins.—Did you give Mr. Brown to understand that you knew it?

Witness.—I do not think so.

Mr. Higgins—Did you ask Mr. Brown if he was Mr. Pendray's agent?

Witness.—No; I did not.

Ques.—Did you tell Mr. Brown that you were going to tender?

Ans.—I did not.

Ques.—Did you know that your husband had an interest in the matter?

Ans.—I did not.

Ques.—Did your husband tell you he was trying to get some one to tender?

Ans.—He did not.

Ques.—Did he tell you that Mr. Pendray would tender $2,000?

Ans.—He told me that Mr. Murray had told him that he (Mr. Murray) thought it would be about $2,000.

Ques.—Did you say to Mr. Brown: "I know that Mr. Pendray is offering $2,000?"

Ans.—I did not. I said that you had better offer $2,100 if you want to save it for your client.

By this witness explained she intended to infer that when Mr. Brown was selling property he wanted a good figure but when he was buying it was a different matter.

Witness, continuing, I was not sure that Mr. Pendray was bidding $2,000 when I made the remark but after I had told Mr. Brown I knew it was right.

Replying to Mr. Higgins, witness said she knew no more about the deal than was told her by Mr. Anderson.

The Commissioner said that Mrs. Anderson had already answered the question.

Mr. Higgins said she had not made a positive statement.

The Commissioner.—The witness is not supposed to make a positive statement. I know that she has not answered it as you desired, but she had answered.

Again asked by Mr. Higgins if she told Mr. Brown that Mr. Pendray was tendering $2,000, witness replied that she never told him, and she knew that on Saturday morning Mr. Anderson had not tendered, but she thought that Mr. Murray might have found someone else to tender. Witness told her husband a day or two afterwards that she had seen Mr. Brown, and she did not know where Mr. Anderson got the information about her visit to his office.

In answer to Mr. Higgins as to whether she had ever seen Mr. Murray about the property, witness replied that she had when she met Mr. Murray on Government street and he said that Mr. Higgins was not satisfied with an article in the "Week" and was going to send them all to gaol.

Mr. Higgins asked if the answer was permissible.

The Commissioner thought it was.

Asked again by Mr. Higgins if she told Mr. Brown that she knew that Mr. Pendray was tendering, witness replied that she did not and further said that Mr. Brown was apparently surprised and she told him that if she did not know before she did then.

Witness did not tell Mr. Brown that she had means of ascertaining the information.

Mr. Higgins asked if she discussed the matter with her husband with regard to him having an interest in the matter?

The Commissioner ruled that Mrs. Anderson was not compelled to answer the question.

Mr. Higgins contended that once referring to business matters with her husband it was only right that he should have the privilege to ascertain if she had discussed the question with him.

The Commissioner said it was not a privilege, but in no court or tribunal were discussions between husband and wife taken into consideration.

Mr. Higgins.—Did your husband explain to you what interest he had in the transaction.

Witness.—I have answered all I intend to. I have told you that all my husband told me he received from Mr. Murray.

Mr. Higgins.—Did your husband discuss the question with you on the grounds that if he put a bid in or he got some one else to put in a bid would he receive any share in the profits?

Witness.—He gave the impression that he was not going to bother about it and did not discuss the question as to whether he would receive any benefit if he obtained any one else to tender.

Mr. Higgins.—Do you know Mr. Green?

Witness.—Yes.

Mr. Higgins.—How long?

Witness.—I do not see that it is any of your business.

The Commissioner.—Anything between Mrs. Anderson and Mr. Green between September 21st and October 7th may be considered but outside of that it is not relevant.

Mr. Higgins.—Did you discuss with Mr. Green the business of his department?

Witness.—I do not.

Mr. Higgins.—Have you ever discussed departmental business?

The Commissioner would not allow the questions to be taken, and informed Mr. Higgins that he would not accept any question on those lines.

Mr. Higgins endeavored to ask it in another manner and the Commissioner informed him that he must either abide by the ruling of the commission or withdraw as counsel.

Mr. Higgins submitted a question to the Commissioner which was allowable, provided that he followed it up with specific charges.

The Commissioner informed him that he could put it but it was on his own responsibility as counsel, and this commission was not to be a court to hear wholesale slander.

Mr. Higgins asked as to an adjournment to obtain further information regarding the question, but the Commissioner could not grant it.

Mr. Higgins said he would not ask the question unless he had an opportunity to go further into the matter.

The Commissioner said he would not consent to any adjournment on those grounds.

Mr. Higgins submitted another question which was not allowed.

Mr. Higgins said it was useless to try and cross question the witness any further if he was not to be allowed scope enough to permit him to cross-examine fully.

Mrs. Anderson said she was ready to answer any question about information from the department.

Mr. Higgins declined to cross examine Mrs. Anderson any further.

The Commissioner.—Did you see Mr. Green between September 21st and October 7th?

Witness.—I had not seen Mr. Green for five weeks previous to October 7th.

Commissioner.—Did you receive any information from the department?

Witness.—I did not. The first I heard of the tenders was on Friday before the tenders were opened.

The Commissioner asked why it was that she brought up the question with Mr. Brown and witness replied that she was endeavoring to secure the price of property near her neighbor and he was showing her the advance in prices in James Bay and she wanted it lower; and then the conversation with Mr. Anderson came to her mind and she made the remark. She was not certain that Mr. Pendray had tendered $2,000 till after Mr. Brown gave it away.

The Commissioner.—What I want to know is did you tell any one else about the tender on Saturday morning after you had seen Mr. Brown and obtained the amount of the tender, although he did not intend to give it to you?

The Commissioner pointed out that the Logie tender was consummated only a few minutes after the time of her conversation with Mr. Brown and he wished to know if she had used her information to help the Logie tender.

Witness.—I saw Mr. Anderson and Mr. Harrison talking on Broad street, but did not speak to them.

The Commissioner.—You went into Mr. Brown's office and obtained rather cleverly the information that Mr. Pendray had bid $2,000; witness stated that she did not tell Mr. Anderson or Mr. Harrison that she had obtained the information, nor did she make any sign to her husband to show that she had learned that the tender was for $2,000.

The Commissioner.—I do not blame you for obtaining the information and I think it will be a lesson to Mr Brown in the future, but did you in some manner give Mr. Anderson to understand that your information had been secured and that Mr. Pendray's bid was $2,000.?

Witness.—I made a motion like that (waving her hand) which I intended to infer that it was all right.

This closed the examination by the Commissioner and led Mr. Taylor to remark "that accounts for the milk in the cocanut."

The commission was proceeding with other business when Mrs. Anderson hurried back into the room and said a mistake had been made. She explained that she did not intend to say that she had made the motion with her hand to indicate that Mr. Pendray was bidding $2,000.

Continuing, Mrs. Anderson said she did not understand what Mr. Taylor meant by "the milk in the cocanut" and when Mr. Anderson explained to her what the commission had understood she thought she had better explain.

The Commissioner explained the evidence that had been given, which lead to the belief that when she waived her hand it was to indicate that Mr. Pendray was tendering $2,000.

Witness said that it was not what she meant. What she meant by the wave of her hand was that seeing that Mr. Anderson was talking to Mr. Harrison she waved her hand to let him know that she would talk to him afterwards. She did not wish to meet Mr. Harrison as she had been rather short to him a few days before when talking over the telephone and did not wish to meet him and waved her hand to her husband to indicate that she would see him when he came home.

Continuing she said she did not go to Mr. Brown's office with the intention of finding out what the tender was.

Mr. Higgins wished to know how witness knew that Mr. Green was away.

Witness replied that she could not say exactly.

In answer to Mr. Taylor witness said that she made a signal to Mr. Anderson, but it did not refer to Mr. Brown's tender. This closed her examination.

The Commissioner then wished to know if any further witnesses were to be examined.

Mr. Higgins replied that he could not tell till today, while Mr. Taylor replied in the negative.

The commission then adjourned till 11 o'clock today.

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SKETCH OF CAREER OF CARIBOO PIONEER

Some Incidents in Life of Kenneth McLeod Told in Ashcroft Journal.

Kenneth McLeod comes from Stornoway, Isle of Lewis, Scotland, where he was born June 7th, 1840, says the Ashcroft Journal. In his youth he sailed the seas, until May, 1860 when he entered the service of the Hudson's Bay Co. He landed in Canada at York Factory in August of that year, and the following month was sent to Norway House, where he later became steward and remained two years. James A. Grahame was chief factor in 1862. In later years Mr. Grahame became one of the best known men on the Pacific coast, his long and useful life ending at Victoria in 1905.

Kenneth was chosen to accompany Hudson's Bay Co. Dallas in his inspection of the company's posts from Fort Simpson on the McKenzie river, to Forts Garry and Abercrombie. From the latter place they journeyed home to the old country, via St. Paul, Detroit and Montreal. After a short vacation Kenneth was sent back to Montreal and from there via New York and Panama to Quesnel, at which place he quit the company's service in December, 1867.

With the exception of a little prospecting he has trapped, fished and hunted in Cariboo ever since with his home camp most of the time at Bear lake, Kenneth's life has been far from the ordinary; having earned his living in the wilds since his 20th year it follows as a matter of course that plenty of big game has fallen to his gun, yet the canny Scot has never been treed by a moose or bear; he has sometimes killed them at close quarters but none got near enough to mark him or put him up a tree. Incidentally it may be mentioned that he has seen the thermometer 63 below zero on the shore of Hudson's Bay.

Kenneth is not one to keep a close account of money; he guesses the furs he has sold in Barkerville were for a sum between $60,000 and $100,000. Some of his early-days catches were big, for instance—from November 9th to December 20th, 1868, he got about 500 martin, 300 beaver, a dozen wolverine, etc., yet this was not exactly like finding money either, for he did not sleep in a house or tent during the time.

In his early days in Cariboo, Kenneth and another trapper, Wilson, the "swamp-angel," supplied Barkerville and adjacent towns with fish, geese and ducks. Fish sold for 75c. per lb., and they brought in as much as five or six hundred pounds on pack horses every eight or ten days; it was easy money and it went full as easy.

Martin skins are the Cariboo trappers chief source of profit; the wolverine also regards the martin as its natural prey, and when it finds one in a trap it stops for lunch and leaves nothing of that martin but circumstantial evidence; wherefore the trapper swears unending feud against the wolverine. And thereby hands a tale. One day while Kenneth was trudging along the trail near Indian Point lake with a pack on his back, and no gun, he met a wolverine. The latter politely gave all the road by climbing a tree. But this failed to satisfy the man, whose mood was so revengeful that it overcame his judgment; he laid down his pack and hat, and with hunting knife for weapon shinned up the tree, intent on bringing to an abrupt end that wolverine's martin-eating career. The animal was out on a limb thirty or forty feet from the ground and facing the man as he cautiously neared his intended victim. When within striking distance Kenneth put his whole soul in one blow and stabbed the animal in the side. The wolverine sprang into the air to a higher limb, its warm blood spurting all over the hunter. But Kenneth had not waited to see where the animal would alight, he having reason to believe it wanted to land on him, so he let go all holds and tumbled from his perch, and, was lucky enough to grab another lower down. Then, his ardor somewhat cooled, he descended in more orderly fashion, and felled the tree with his ax. When the tree crashed to earth the wolverine was dead.

SHEARWATER'S NEW CAPTAIN.

H. M. S. Shearwater, now en route to Bering sea in command of Lieut. Kerwin, Capt. Hunt being obliged to remain in Victoria owing to the necessity of an operation for appendicitis, will have a new commander from August 18th. Capt. Adrian G. Allgood has been appointed to relieve Commander A. T. Hunt. Capt. Allgood commenced his naval career in July, 1880, was promoted sub-lieutenant in 1886, lieutenant in 1890, and reached his present rank just three years ago. He has a good record of service on almost every station in the Empire, and has had the advantage of seeing a bit of the real work of campaigning. He was a naval cadet on board the Agincourt during the Egyptian war, 1882 (Egyptian medal and Khedive's star,) was a sub-lieutenant of the Racer during the operations at Suakin, 1888-89, under Sir C. Grenfell—now Lord Grenfell—and was employed in landing a 64-pounder of the Starling, and mounting it in the trenches. At the action of Gemaizah, he was naval transport officer, and in charge of the guns of the Racer (clasp to medal).

A Wonderful Record.

As made up by improved and exact processes Dr. Pierce's Favorite Prescription is a most efficient remedy for regulating all the womanly functions, correcting displacements, as prolapsus, anteversion and retroversion, overcoming painful periods, toning up the nerves and bringing about a perfect state of health. It cures the backache, periodical headaches, the dragging-down distress in the pelvic region, the pain and tenderness over lower abdominal region, dries up the pelvic catarrhal drain, so disagreeable and weakening, and overcomes every form of weakness incident to the organs distinctly feminine.

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ARRANGING SES
OF TRADES CO

Deputation Waits on C
to Enlist Proper
of Support.

GENERAL CIVIC BUSINESS

North Ward Park By-L
Submitted to Rate
on August 30t

(From Wednesday's
At the regular meeting
council last night it was
the bylaw to provide a par
Ward should be submitted
payers on August 30. A by
izing the construction of
crete sidewalks was advan
stages. The meeting was
on by a delegation from
and Labor Council. J.
M. P. P., on behalf of
and Labor Council, said he
with a view to obtaining
ance of the board towards
to the delegates to the
Trades and Labor Congress,
nual convention is to be he
in Victoria. He said that in
it had been the custom fo
poration to donate a sum t
Day celebration, and this
council desired that it be
the

Reception of the Dele
He pointed out the many
that would accrue from t
the delegates, and that th
tees had been appointed i
way, in which three were
from the Board of Alder
from the Board of Trade,
the Tourist Association and
the Trades and Labor Co
pointed out that every cen
accounted for, and requeste
council take the matter in
eration and give a liberal d
In answer to Ald. Yates
Niven said that the commi
be satisfied with their usual
The matter was referre
finance committee.
Ernest Temple requeste
sidewalk on Victoria cresc
tended.
Referred to the city engi
streets, sewers and bridges
Alf. Taylor asked if the c
had decided to install the T
ent fire alarm in the new
Home, as he would like to
photograph of the buildi
catalogue, which is now
complete.
Referred to the Home com
F. Landsberg asked perm
place a totem pole in front
premises on Government st
pointed out that the pole
height of the first store
inches thick.
Ald. Fullerton moved tha
quest be granted, as a simil
had been granted to Mr. Aar
Ald. Stewart said he was
Not in Favor of the M
He pointed out that when M
son requested permission
three months, as he had a
customer and expected to di
within that time. He move
communication be laid on
to give an opportunity to
the correspondence regardin
quest of Mr. Aaronson. P
out that the council were
having any poles on the st
they were establishing a b
dent. The amendment was
A communication from
tary of the Pacific Coast F
Association, requesting that
of the fire department be a
attend the meeting to be he
gary on August 27 and 28.
and filed.
A communication was rece
Mrs. Drosdovitch, requesting
be given an opportunity to
buildings on Pandora s
promised, if the request wa
to put them in a sanitary co
Received and filed and M
dovitch to be notified tha
had all the opportunity nece
A report from the city ass
city engineer on an over-asse
bylaw No. 10 was received a
ed.
The city solicitor notified
cil that he had entered an a
in the suit of Watson Clar
Corporation, which was rec
filed.
James L. Raymur, water
sioner, recommended that th
for the extension of the w
by Mr. McGill on Pandora
made.
J. L. Raymur, Water Comm
stated that if it was the in
pave Wharf street, it would
sary to lay an 8-inch water
Laid on the table.
A petition was received
tenants of the premises on
avenue, requesting that som
be taken to prevent the C. P
graph boys from using Tro
nue as a playground.
Ald. Stewart pointed out
avenue was private property
city could not say whether
would be allowed to play the
Ald. Yates said that the c
right to prevent a nuisance
vate property. He moved
C. P. R. be requested to atte
boys and keep them in order
Ald. Davey moved that th
nation be referred to the po
missioners.
Ald. Hall seconded the a
and he also called attenti
fact that there was conside
language.
His Worship was of the op
by referring the matter to
commissioners they were l
much time.
Ald. Yates wished to kno
communication was address
mayor or the council.
His Worship replied that i
dressed to himself.
Ald. Yates—In that case i
mean to come to the council
The amendment by Ald. Y
carried.
The residents of Quadra
tween Mason and Frederick s
quested that a permanent si
laid on the west side of that
Ald. Stewart pointed out
work had
Already Been Turned D
by the residents.
The petition was referred
streets committee.
The finance committee rec