chased by the novelist and his companion from Sailor Bill Patridge for half a million dollars. Sailor Bill was a few months ago a poor American sailor, but is to-day a millionaire."

There are other mistakes in the paragraph, for which, however, imaginative Pacific Coast newspaper correspondents are responsible. Thus it is not Mr. Rider Haggard, the famous novelist, but his brother, Colonel Andrew Haggard, also a novelist, but better known as an ex-military man and very capable writer on angling, who is associated with Lord Ernest Hamilton's syndicate in certain Atlin claims and others on the Coast, notably the Blue Bells mine. The syndicate was, moreover, warned in Vancouver to be careful in acquiring property in Atlin, and did not agree to pay "Sailor Bill," who is certainly no millionaire, such a wholly excessive sum, as anything approaching $500,000 for his Atlin interests.

Messrs. Gooderham and Blackstock are as large stockholders and chief promoters of both the War Eagle and the Centre Star Companies, assailed by much-adverse criticism in Eastern Canadian financial circles, by reason of an alleged exaggerated estimate of profits made in the prospectus which accompanied the Centre Star flotation. In that prospectus it was represented that the Centre Star should, from shipments of 1,000 tons a week, pay $420,000 a year in dividends. If so, say Toronto and Montreal money men, how comes it that the War Eagle, a much better equipped mine and shipping 2,000 tons a week only pays $300,000 in dividends? This query Messrs. Gooderham and Blackstock are not unnaturally requested to answer. Meanwhile War Eagle stock goes down many points. An explanation would certainly seem to be needed.

The troubles of the Dorotha Morton mine have added a competent new official to the staff of the Ben D'Or in Lillooet, for the company operating the latter mine has engaged the services as general manager of Mr. W. F. Lundy, who was until the other day superintendent of the Dorotha Morton. Mr. Lundy is an expert at battery work, having long been conversant with it in South Africa, and under his superintendence very satisfactory results attended the operation of the Dorotha Morton mill and Cyanide plant.

The revelations that are being made in the trial at St. John, New Brunswick, of the case of Domville versus the Klondike, Yukon and Stewart River Pioneers, Limited, are throwing interesting but disconcerting light on to the very doubtful promotive methods of this ill-starred Yukon company, and fully account for its failure to realize the large boom promises, on the strength of which the concern was floated, to the detriment of many British investors. The concern began in misrepresentations and continued in gross mismanagement.

When stock in a gold mining company or any other company is pooled it is generally understood that the meaning of this arrangement is that the promoters' stock has been placed in such a position that it cannot be sold until the treasury stock is all disposed of; such treasury stock being in the first place intended for development purposes only. The promoters' stock is supposed to remain in the pool intact, and the certificates are not issued until the pool is legitimately broken. Instances, however, are not wanting in British Columbia mining companies where pooled stock has been "bartered, sold and assigned," even before the treasury stock has been all sold. This is in direct violation of the pooling agreement and the compact made with the public. It is contrary to the express pledges made in the prospectuses and other data issued to the public, and it is therefore to be condemned for that reason alone; if others were not wanting. Meanwhile, some will, naturally enough enquire how pooled stock can be sold if the certificates are not available. In the case where the promoter is one of the locators of the property and holds a large amount of promoters' stock for his interest, it is tacitly understood that he has a "pull" with the company's directorate. While the pool prevents his getting possession of the stock certificates, in some way his sales are recorded on the books of the company, and he is thus protected in his transactions. In other words, he is permitted to break the pool, the only difference being this, that he is not furnished with the certificates but his sales are recorded and the purchaser takes his place for so much of the stock as he has purchased in this manner.

RECENT MINING DECISIONS.

DART VS. ST. KEVERNE MINING CO.

Mr. Justice Drake has decided in this action that a mineral claim cannot embrace several detached pieces of land. Particulars of the judgment will appear in a later issue.

RE O. K. GOLD MINING CO.

Motion of Liquidator of Full Court for leave to enter for hearing the appeal against the allowance of the claim of the Old National Bank of Spokane, a creditor of the company, amounting to $35,853.74. Mr. Justice Drake delivering the judgment of the Court dismissed the motion on the 7th September, 1899. The result is the appeal falls to the ground and the Old National Bank will be allowed to prove in the winding up of the company for the full amount of their claim.

PENDER VS. WAR EAGLE MINING CO.

The facts in this case were that it was one of the arrangements of the War Eagle mine that, when working with drills in a winze or upraise the drills as they require sharpening are thrown down for the purpose of being carried away for repair. A platform of wood was constructed for receiving the drills, and occasionally a drill either missed the platform or bounded off it and fell into the tunnel. Whilst the plaintiff was passing along the tunnel he was struck and injured by one of these drills.

The action was tried three times. On the first trial, judgment was given for the plaintiff and on appeal a new trial was ordered.

The jury disagreed on the second trial.

At the conclusion of the third trial the jury found that the defendants were guilty of negligence in not having the platform so constructed as to prevent the steel drills from shooting into the tunnel, and that the plaintiff was not aware that the drill which injured him was coming down at the time he passed, and assessed the damages at $

On the motion for judgment, the trial Judge entered judgment for the defendants, holding that there was contributory negligence on the part of the plaintiff disentitling him to recover.

On the appeal, the Full Court reversed the decision of the trial Judge, but considering the damages excessive as found by the jury, reduced them to $500.