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And Victoria Chronicle.

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THE BRITISH COLONIST
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DAVID W. HIGGINS.

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C. D. Clark, New Westminster
Barnard's Express, Yale B.C.
do Lytton
do Vancouver
do Richmond
do Barkerville
do Camerostown
do Olanut
Hudson & Macleod, Olympia, W. I.
F. Alger, II Clements Lane, London
G. Street, 20, Ophill, London
L. P. Fisher, San Francisco

Our telegrams from Cuba (or, for Cuba) have certainly very little in them that is interesting. They have the Island one day entirely in the hands of the insurgents; the next the insurgents are routed and their Governor captured and shot. Altogether the framer of these telegrams, taking his cue from some one who is almost unacquainted with the true state of affairs in the Island, shows very little capacity for eliminating the public sympathy. It is true that we may be led from what follows to doubt very much the title of these so-called insurgents to any sympathy but that of the hangman; still, seeing that the object of the telegrams is to mislead and deceive the public, it is not being thought liable to be hoodwinked by any such absurdities. Many people are under the impression that the men called insurgents in Cuba are something like the brave but unfortunate Cretans; they never were more mistaken. The men who are now opposing the Spanish troops in Cuba have no more wrongs to complain of against the government of that island, than the companions of the celebrated Walker, the filibuster, had against the government of Central America or Sonora. They are nothing more or less, so far as the native Cubans in the gang are concerned, than idle, dissipated blackguards, who are ready for any atrocity that will give them a little longer lease of their worthless lives in debauchery and licentiousness. As for their sympathizing friends from the United States, they are even a shade or two more worthless; human refuse, they have gone through every phase of the worst crimes, and go over to join the gang of Caspades for the chance of satiating their monstrous appetites for rapine and murder. Turn we now to the victims of these miso *La Reine des Antilles*, is one of the most fertile and beautiful islands in the world; where the most luxuriant and valuable crops of sugar, tobacco and spice are grown and exported every year, the proceeds of which filtering through fifty channels, finds its way to a considerable extent to the Mother Country—Spain. It is no wonder that Spain is fully determined to retain Cuba; a very large portion of her revenue is derived from it. The richness of the Island and the vast sums of money arising from the sale of its products, has engendered a great deal of luxury amongst the planters, who indulge themselves with everything that can add to their happiness or enjoyment. Thus the ladies and children are delicately nurtured; they are surrounded by every refinement, and are frequently educated in Europe. The houses, adapted to the climate, are like fairy bowers, and furnished with lavish extravagance. Of course, people so brought up are wholly unfit for any other mode of life, but they are perfectly happy in their own way. Imagine such people, then, exposed to the brutalities of these so-called insurgents; the mothers and sisters of the most respectable citi-

zens of Cuba given over to the lusts of the vile wretches, or driven from their lands and homes in utter and helpless beggary. Is it any wonder that General Dulce has hoisted the black flag, and refused to give any quarter to such human abortions? Can any one blame him? There can be no pretext of slavery made use of to extenuate the terrible slaughter of innocent people in Cuba, because the new Government of Spain had decided on the abolition of slavery on the Island; and it seems very evident that the fear of the proximate liberation of the slaves removing a pretext abroad, and a great power to induce the slaves to join them on the Island, had much to do with the hurried way in which the attempt has been brought about. The sympathy of the American people cannot have been drawn towards any imaginary people groaning under oppression or from hatred to the dominant power; because if any sympathy was merited, it should have been bestowed on the present Government of Spain, which is just endeavoring to consolidate itself in opposition to tyrannical. No, there were no thoughts in relation to liberty, or any chivalrous desire to help the weak against the strong; there was only the desire to seize the opportunity for heartless robbery. There is some kind of honor supposed to exist among thieves, but certainly the class that went to Central America and Sonora with Walker, and are now aiding and abetting the worthless rascals in Cuba, are wholly devoid of any description of that principle. We have only to refer our readers to the telegraphic dispatches of yesterday, which informs us that a large steamer, the Arago, took nearly a thousand men, who marched on board, carrying their muskets on their shoulders and conveying their pieces of light artillery with the proper quantity of ammunition, etc., through the streets of New York in the open day, as if it had been a regiment of United States soldiers just changing their barracks. We refrain from further comment; our readers can form their own conclusions. It must be remembered that the United States Minister at Madrid has been professing the warmest sympathy and friendship of the American people for the present government and people of Spain, and that the prices of sugar and tobacco are quoted with every account from Cuba. Money assuredly is the root of all evil; but in the face of these expeditions, openly planned and carried out against a nation with which the United States is at peace, what becomes of the Alabama claims?

Friday May 7

THE Cape has been visited by a calamity unprecedented in its annals, though not in those of Canada and British Burma. A severe drought had burnt up everything, and the heat was still rising, when on the 9th February fires broke out in several places and in a few hours covered a district 400 miles in length, and from fifteen to fifty in breadth, destroying all houses, trees, crops, cattle, and apparently natives, a few Europeans only escaping by a rush for the nearest river. All countries covered with forest and exposed to extreme heat appear liable to these visitations, which have, for example, been repeatedly recorded in the Delta of the Irrawaddy, one of the wettest places in the world.

UNLAWFUL DETENTION.—Mrs. Lawrence appeared on remand at the Police Court, yesterday morning, to answer the charge preferred against her by J. F. Thompson, mate of the Golden Age. The cause assigned by Mrs. Lawrence for the detention of the papers, was that Thompson owed her the sum of fifty dollars. The matter was settled by Thompson paying her the amount she claimed.

THE BRIDGE.—We observe the Commissioner of Lands and Works has placed two notices conspicuously at either end of James' Bay bridge, reminding fast men and horses of the penalty for crossing at a rate more rapid than a walk. The law, we learn, will be enforced in all cases of violation. We should dislike to stand in the shoes of the first violator who happens to be nabbed by a policeman.

THE steamship Geo. S. Wright will sail today from Portland for Victoria.

Supreme Court.
(Before His Lordship the Chief Justice Bogie.)
THURSDAY, May 6th, 1869.
Healey & Richardson vs. R. Woods, Official Assignee.—Mr. Wood, instructed by Messrs. Drake, Jackson & Aikman, for plaintiff; Mr. Robertson, instructed by Mr. Green, for the defendant.
The following special Jurors were empaneled to try the case: G. J. Findlay (foreman), F. J. Roscoe, A. J. Langley, T. C. Nuttall, T. N. Hibben, A. R. Green, H. B. Good, A. McLean.
This was a case, the particulars of which have been discussed in the Legislative Council and by the Press for many months past. The issue arose from the refusal of the Official Assignee in bankruptcy, to pay over to Mr. J. C. Nicholson, as the agent for Healey & Richardson, the sum of \$930, belonging to the estate of Mr. O. W. Wallace in bankruptcy—said amount having been realized from a sale of furniture authorized by a bill of sale given by Mr. Nicholson as attorney in fact of said C. W. Wallace.
J. C. Nicholson sworn—Am Agent for Dickson, Campbell & Co. in this city; in August, '65 was a clerk in the office of the same firm of this city; M. C. W. Wallace was a debtor to the firm in \$14,000 or \$16,000; in August, 1865, Mr. Wallace executed the power of attorney produced; it was given by Wallace; he said he was going to England, and as he owed the firm (his only creditor) a large amount of money he wished to secure them by giving them security over everything he possessed—he instructed me to do that.
Counsel for defence contended that these instructions should be contained in the instrument or power of attorney.
The Chief Justice overruled the objection.
Witness—Acting under Wallace's instructions I executed a bill of sale (produced) of his furniture; Wallace returned to Victoria about March, 1866.
Counsel for defendant here asked that notice of objection be taken that the bill of sale was not authorized by the power of attorney or the instructions of Wallace to witness.
The Chief Justice asked to be shown the power of attorney, which, upon examination he said gave Mr. Nicholson power over the real estate of Mr. Wallace, and to do and perform all business, acts, matters and things relating to him in Victoria.
The argument of the point was deferred for the present.
Witness—Mr. Green registered the bill of sale.
Counsel for the plaintiff called attention to the defective character of the law up to 1866 requiring the registration of chattel mortgages.
Witness—Having executed a bill of sale for the furniture of Mr. Wallace, in accordance with his instructions, I wrote him concerning it, on the day he returned I told him what I had done and he approved of my course; he remained in his home until May, 1867; when disasters came thick upon him, and he left the house; in June following he told me to sell the furniture and apply the proceeds to paying off Southgate's mortgage, so that Dickson, Campbell & Co might have the property unincumbered; I told him I thought the summer a bad time for selling the furniture, that he had better wait until the fall and furthermore, that I had a policy of insurance against fire upon the furniture.
Cross examined by Mr. Robertson—Mr. Wallace was indebted to other parties besides Dickson, Campbell & Co. when he left; he was not indebted to the Bank of British Columbia except in some acceptance note due; after his departure Mr. Wallace received at sundry times about \$200 from me on account of her husband; the firm at that time was not closing out; the power of attorney was given three or four days before Wallace left for England; at San Francisco he gave the house a mortgage on his real estate and sent it up here for registration; when he gave me the power to secure Dickson, Campbell, & Co. over all he possessed the furniture was about all he did possess; I don't think he had horses or buggies at the time; I gave the bill of sale about six weeks after he had gone; Dickson, Campbell & Co. wrote me I had better do so; they were not desirous of pressing Wallace; I acted on my own authority; I had no desire to protect Wallace's property; nominally he was insolvent; at that time the Antler Creek acceptances were deemed good; I told Mr. Ward of the Bank that I was going to execute the bill of sale; I intended to keep the money and am sorry I paid it into Court (a laugh); in June, '67, I knew the bank was his creditor, the Antler Creek acceptances having proved worthless; when he told me to sell the furniture I don't think he intended to go into bankruptcy; he was forced into it by the V. Coal Company, who owed him money instead of him owing them; I don't remember whether there was a man in charge of the house or not prior to the 23d March, 1867; don't remember having said so under oath; I did not refuse to lend the key to Mr. or Mrs. Wallace whenever they wished it; I considered to property as safe in their hands as it is in my own; I thought Mr. Wallace's instructions were quite sufficient to empower me to execute a bill of sale; I don't remember consulting Mr. Green (Solicitor) as to my powers in the premises.
By the Court—I had a right to release Mr. and Mrs. Wallace admittance to the house.
C. W. Wallace, sworn—Left this place for England in August, 1865; gave a power of Attorney to Mr. Nicholson, before leaving; it was drawn by Mr. Green, my attorney; I

left instructions with Mr. Nicholson to secure Dickson, Campbell & Co. by every means in his power with everything I possessed; during my residence in England I received advice from Mr. Nicholson respecting his action regarding my property, while in England I received instructions from Mr. George Campbell to wind up the business of the firm here; on my return to San Francisco, it was arranged that Mr. Nicholson should wind up the affairs of the firm, and I should enjoy the emoluments arising from the agency of the V. Coal Company, and the S. S. Co., and that, after the business had been wound up Mr. Nicholson and I should go into business with the support of the firm below; Mr. Nicholson told me, immediately on my return, that he had mortgaged my furniture to Dickson, Campbell & Co., according to my instructions; I thanked him for carrying out my wishes; I did not see the bill of sale for nearly two years afterwards; I was allowed the use of the house and furniture on payment of \$32 50 per month interest, until April, 1867, when I went to live with my mother, and suggested the sale of the furniture on several occasions to Mr. Nicholson because I couldn't pay the interest—my employment having ceased.
Cross-examined by Mr. Robertson—I did not execute the bill of sale of the furniture before leaving for England because I thought I could make arrangements below that would render it unnecessary, and because I was hurried; it was nearly two years after my return before I saw the bill of sale; I had no idea of going into bankruptcy when I left; had the bank extended the time I might have been in a position to-day to have discharged all my liabilities; up to May '67, I used the house, lot and furniture; I paid no part of the wages of the man who was in charge of the premises after my return; don't remember receiving an order [produced] signed by Chief Justice Neesham, to have the proceeds of the sale paid into Court.
The Chief Justice here called attention to a discrepancy of date between the order, the bill of sale and the power of attorney—no less than three different dates being indicated in those documents: the 4th, 24th, and 26th of October, 1865.
Witness—My liabilities were \$10,000 or \$15,000 at the time; there were six or eight names on the back of the Antler Creek notes; my share was \$2000.
By Mr. Wood—It was solely owing to my Antler Bedrock Flame liabilities that I was unable to enter into business.
The bill of sale was put in by plaintiff and admitted by counsel for defendant, subject to all legal exceptions.
Mr. Wood addressed the jury, there being no evidence to offer on the part of the defendant. There was no imputation on the prosecutor in any of the evidence offered; the matter was wholly a business transaction; the question was simply one of law and rested on the possession of the goods when Mr. Wallace's bankruptcy took place. Mr. Wallace had given not only ostensible but actual possession to Mr. Nicholson, he had sold the goods out and out; the question for the jury will be, whether the possession of the goods which remained always with the bankrupt did not expose these goods to be appropriated for the liquidation of other creditors than the transferee; whether, having duly delivered the goods over to Mr. Nicholson, the bankrupt had continued to use or remain in possession or not. There was no attempt at secrecy; and Mr. Nicholson, without showing too much haughtiness towards Mr. Wallace, had acted with due regard to the interests of Messrs. Dickson, Campbell & Co.
Mr. Robertson, for the defence—The counsel for plaintiffs had attempted to excite the sympathies of the jury in favor of the plaintiffs; as contrasted with the defendant, who was only an officer of the Court; the sympathy of the jury was however equally due to the other creditors of the bankrupt, who were represented by Mr. Woods, the defendant. M. Wallace through his agent was guilty of legal, not moral fraud; whether he made a sale in May 1867 or by the bill of sale of October, 1865, but if they thought the bill of sale, October, 1865, was abandoned by the parties and a verbal sale made in 1867, then the goods must pass to the assignees. Assuming, however, that the goods were in the hands of the bankrupt and at his disposal in 1867 then the bill of sale of 1865 was inoperative and invalid, and the goods were at the disposal of the bankrupt at the time of bankruptcy; that Mr. Wallace or his wife was living in the house till May, 1867, and then the goods remained until the day of sale. If the appearance would lead people to believe that Wallace was the reputed owner of the goods; that Dickson, Campbell & Co. went on paying monies on account of the bankrupt and never took any advantage of the bill of sale which was 18 months overdue, hence it could not be otherwise concluded than that they had waived their title to claim under the bill of sale of October, 1865.
His Lordship then submitted the case to the jury. He pointed out that there was no fraud on the part of the plaintiffs; the questions upon which the jury would decide were:
1. Was the furniture in question sold to plaintiffs by the bill of sale of 24th Oct. 1865?
2. Was it intended by the delivery of the key and the statement of Wallace to J. C. Nicholson in May, 1867, to give Dickson, Campbell & Co. actual possession of the furniture as well as the house?
3. Was the furniture at the order and disposition of the bankrupt on the 9th Sept. 1867, with the consent of the true owner.
The jury after an absence of a quarter of an hour returned the following answers to the questions:
1. It was.
2. Yes.

It was not at the order and disposition of the bankrupt at that date.
His Lordship after hearing a number of arguments raising legal points of which the Court only took note, stated that he would notify His Honor the Chief Justice of the verdict as returned by the jury, and lay before him the various points raised by the counsel on both sides.
FROM NANAIMO.—The steamer Sir James Douglas arrived at 4 1/2 o'clock last evening from Nanaimo. Among her passengers were Mr. George Morris and wife, and Miss Robinson. The Cooper is loading for San Francisco. The ship Shooting Star was seen off Discovery Island yesterday bound for Nanaimo.
EARLY CUCUMBERS.—Mitchell & Johnson have been cutting cucumbers for three weeks at their nursery. The other day we were favored with a number of the variety of "Pearson's Long Gun," of a very fine quality.
SENT UP.—Thomas Shakespeare, a colored crimp, was sent up yesterday for trial before the Court of Assizes.
FOR LONDON.—The ship Golden Age will sail for London tomorrow morning, with a cargo of spars.
THE Robert Cowan is due here from the Sandwich Islands. She arrived at Honolulu on the 23rd of March.
SEATTLE TOWN PROPERTY.—Mr. Franklin yesterday disposed of 35 Seattle town lots by auction. The balance was withdrawn.
CAPT. MIST. of H.M.S. Sparrowhawk, has been added to the General Commission of the Peace for this Colony.
COPIES of the Gold Mining Ordinance will be sold at Cariboo at \$1 each.
THE shipment of coal from Nanaimo last month was 1374 tons.
THE steamer Fly arrived last evening from Sooke.
Earthquake in England.
VIOLENT SHAKE IN EAST LANCASHIRE.
From the Manchester Examiner.
A very distinct shock of earthquake was felt yesterday evening, of which we have received the several accounts published below. The time of the occurrence was a few minutes after six o'clock, and up to the time we write the accounts received occur in representing the East Lancashire district as that in which the vibration was the sharpest. In Manchester the shock was very slightly experienced, but the confirmation of different and perfectly independent witnesses in the city leaves no doubt that their sensation of a very peculiar and unusual shaking of the ground concurred in point of time with the more violent trembling reported from other towns. A sudden tremor of the walls of a room, unaccompanied by any noise, but so marked as to prompt a gentleman to exclaim, "That must be an earthquake," was perceptible in the office of this journal at a few minutes after six o'clock. The sensation was little more than momentary, and was forgotten until the reports from other places confirmed the impression. In several of the suburbs of Manchester there was a similar experience. At Pendleton the direction of the shock appeared to be from east to west. The floors and windows rattled slightly, and our informant there says "there was a sound like a gust of wind." This was at about 6:10 by the church clock. A correspondent residing in Chestwood, Manchester, informs us that the shock was sensibly felt there. He compares it (using almost precisely the same words as the foregoing writers) to a "sudden gust of wind," violently shaking the house and threatening the walls and roof. The notion of an earthquake was immediately suggested to all in the house, and the time specified agrees with that indicated in other places. It would appear, as far as can be generalized from the reports to hand, that the shock was the most sharply experienced on the more elevated points of the district affected.
HOLLOWAY'S OINTMENT AND PILLS.—Old Wounds, Sores, and Ulcers—Daily experience confirms the fact which has triumphed over opposition for thirty years—viz, that no means are known equal to Holloway's Remedies for curing bad legs, sores, wounds, diseases of the skin, erysipelas, abscesses, burns, scalds, and, in truth all cases where the skin is broken. To cure these infirmities quickly is of primary importance, as the compulsory confinement indoors weakens the general health. The ready means of cure are found in Holloway's Ointment and Pills, which heal the sores and expel their cause. In the very worst cases, the Ointment has succeeded in affording a perfect cure after every other means has failed of giving any relief. Desperate cases best display its virtues.
CHEAP SHAVING.—Having recovered his health, Fred Payne's shop is again open to the public. Prices as before.