The Weekly Colonist.

Tuesday, February 16, 1864.

SUPREME COURT.

[BEFORE HIS HON. DAVID CAMERON ESQ.]

11th Feb., 1864.

Bentinck Arm and Fraser River Road Co. Limited, and Edward Green Plaintiffs vs William Hood Defendant.

The following gentlemen were empanelled on the special jury: A. P. Elliott, Foreman; A. H. Guild, D. A. Edgar, W. L. Siffkin, Jesse Cowper, Francis Tarbell, E. O. Langley, and Thomas Roper.

Mr. Ring and McCreight instructed by Mr. Bishop, appeared for the plaintiffs, and Mr. Cary sat with the two learned counsel and instructed them.

Mr. Wood instructed by Messrs. Pearkes and Green for the defendant.

Mr. McCreight opened the pleadings, and after some little delay Mr. Ring arrived, and commenced his address to the jury. Mr. Ring said that Mr. Green, one of the plaintiffs, had, in the year 1862, been at considerable trouble and expense in prospecting the country, and had ascertained that it was practicable to make a road through this line of country. Mr. Green had communicated with some influential parties at San Francisco. Mr. Cary became jointly interested with Mr. Green, and Mr. Hood sent a friend to Mr. Green and offered to undertake the making of the road. Mr. Hood had endeavored to get the sole control of this undertaking into his own hands. It was arranged between Mr. Green, Cary, and Hood that Mr. Hood should at once go up to Bentinck Arm and make the road; Mr. Cary had offered to procure him an extension of time, but Mr. Hood did not want it; Mr. Hood, by his delay and laches, had forfeited the contract and had afterwards endeavored to get a charter in his own name. The learned counsel also accused the Government of British Columbia of neglect and laches in delaying the granting of the original charter, and of favoring other parties by granting subsequent charters to them.

Edward Green called and examined by Mr. McCreight.

In September, 1860, I first took active steps in inquiting into the Bentinck Arm route; in conjunction with others chartered a schooner to Bentinck Arm. We fixed upon the middle arm as the most desirable for our purposes; there were 12 of us, and we took 960 acres at each arm, the north, south, and middle; we paid $2000 at New Westminster to the Government, this was all we did that year. In June, 1861, Mr. Colin Mackenzie and Mr. Kenny arrived in Victoria; they had come overland through Bentinck Arm, after conversation with these gentlemen, I, in conjunction with others, chartered a schooner and sent Mr. Kenny up to Bentinck Arm.

Mr. Wood objected to evidence being given of expenditure, which could not affect Mr. Hood. His Lordship overruled the objection.

Witness continued—I spent $1,000 on this expedition. When I heard of this expedition getting through, we applied to the government for a charter to make the road. Mr. Vignolo, Mr. Sutro and others signed the application. The answer to this application was put in, and was to the effect that a previous application had been made by other parties. I found out that this party was Ranald Macdonald. I sent for him to come down and treat with me. I sent John Ogilby to him, this cost me about $220. Mr. Ranald Macdonald came down.

The witness was asked what took place between himself and Mr. Macdonald. Mr. Wood objected to evidence being given of this conversation, which could not affect the defendant.

Mr. McCreight argued that he had a right to put these questions for the sake of rebutting the allegation of fraud, which the defendant had placed on the record.

His Honor supported the objection.

Witness continued—In consequence of this conversation with Macdonald, I entered into an agreement with him. The agreement was put in and read. It was an agreement between Green and Macdonald, whereby Macdonald assigned the charter to an association to be formed by Green; in consideration of Macdonald receiving one-twentieth share in the said association. Witness continued—After making this agreement, we prepared a prospectus and report, assisted by Mr. Barnstone, who had come over the route with Macdonald. (The prospectus was put in but was not read.) This prospectus was published after we had secured a charter from the Governor, it was written early in 1862. I spent $120 for printing, publishing, advertisements, &c., cost $200.

Witness—I was so diligent in getting intelligence as to this route that it occupied my entire time. After the agreement with Macdonald we endeavored to get from Government a formal agreement for a charter; the letter produced is the first promise that Ranald Macdonald got from the Government. It was dated 3rd September, 1861, and was a promise of a charter enabling the holder to levy tolls for five years. Witness continued—An agreement for a charter was executed 4th April, 1863. I had great trouble in getting this charter. I was driven from pillar to post, and was almost entirely occupied for seven months in getting this agreement. I was laboring at Colonel Moody all the time. I know Mr. J. B. Pearson; I paid him to go and blaze the trail. I gave him $50 and some presents besides. I think he took fourteen days to get through; he was to blaze the trail all the way; (it did not appear from or to where the trail was to be blazed.—Rep. B. C.); there had been a previous agreement with Mackenzie to blaze this trail before. Up to May, 1861, I should suppose about fifty persons had been over this line. In February, 1862, Mr. Wood agreed with me to blaze the line. I gave him several suits of clothes, rigged him out well, and gave him $20; he has since been murdered. The Governor made a present to Mr. Wood for getting through. A long correspondence took place between myself and the Colonial Secretary; this letter produced has reference to the charter. (Letter put in and read.) It was from Mr. Young to McDonald, and fixed the time for the completion of road at 31st July, and fixed the terminus of the road at the Mouth of Quesnelle River; this letter was dated February, 1862. Several other letters were put in from the Secretary to Macdonald and others. In June, 1862, there were six or eight friends of mine interested in this undertaking. I recollect West Huson coming to me about that time, he told me that Mr. W. Hood was in town, and he thought he might like to take hold of this affair; in consequence of this Mr. Hood came to my office. West said nothing about any previous conversation with Mr. Hood, he said that Hood was a man of wealth, he said that he had broached the matter to Mr. Hood, I don't recollect the day, it must have been somewhat about the 20th of June. I explained what had been done and all the advantages we expected. I explained that I was one of the first projectors and had sent up several expeditions, and that I had thoroughly ascertained that the route was practicable and would be of great importance. I told him that the Government had granted a charter and that I had the control of that charter, and was in a position to deal with him or any other person; I showed him the prospectus and report that had been published, and the agreement for the charter, also the assignment to me by Ranald Macdonald of that agreement. Mr. Hood then said he thought it would suit him to go into this business; he asked what terms could be made so that he might be the principal in it, I told him that Mr. Cary was interested with me and that I must consult him as to terms. Several very favorable reports had appeared in the papers. I remember Mr. Angus, Macdonald's to examine them; I don't remember anything being said at the time except that I reminded him that he must get over the line with all speed so as to be ready for the inspection of the government surveyor. This remark was made before and after execution of the deed. I cannot say positively, but I think Mr. Hood had seen the rough copy on the previous evening. After Mr. Hood had signed the agreement I addressed a letter to Mr. Hood, impressing upon him the necessity of losing no time in marking out the road, as the time had nearly expired.

A copy of this letter was put in and read.

I wrote this letter in order that Mr. Hood might fully understand what he had to do. Mr. Hood left by the Labouchere on the same day; he had with him a copy of the agreement.

Mr. McCreight asked Mr. Green to go back to the period when Mr. Hood went with him to Mr. Cary's house, and then asked who appeared the most anxious to enter into this agreement, Mr. Hood or Mr. Cary on the part of the company.

Mr. Wood objected to the question on the ground of its being leading and most suggestive.

Mr. Ring and Mr. McCreight made use of lengthy arguments to the objection, and Mr. Wood replied briefly. Mr. Ring wished to reply again, but His Lordship fortunately stopped him and thus tried to prevent the time of the jury being taken up; but the learned counsel for the plaintiff could hardly be persuaded to abstain, although the Judge overruled the question.

Mr. Hood wished to have the uncontrolled management of the road. Early in October Mr. Hood returned to Victoria; Mr. Hood wanted to get away by the Labouchere; I had no communication with Mr. Hood until his return; I met him in the street; Mr. Hood told me he had left men at work on the road, and intended to go on with it. The impression I had was that he intended to go on with the work, he further told me that on his way down by the way of the Fraser, he had seen Col. Moody, at New Westminster, and had some conversation about the agreement, and that Col. Moody informed him that he did not know him in the matter; I am not aware of any other particular conversation. A letter from Hood addressed to Edward Green, Esq., was put in a copy of a letter from Col. Moody to Mr. Hood was read; plan made by Colin McKenzie put in.

I know this map, it belongs to me; when I first saw Mr. Hood I showed him this map. Mr. Hood left for San Francisco some time in October; I have forgotten the day. I had not seen Mr. Hood for several days until the steamer day. On going to the Express I met Mr. H. and he told me to my surprise he was going by the steamer; he told me he had left a staff of men on the road and that he should return early in the spring to go on with the road; I told him that I should rely on his doing so. I am not aware that Mr. Hood made objection before he left for San Francisco; the first time I heard anything of the word fraud being used was when Mr. Bishop told me it was in the plea. I am not used to hearing the word fraud applied to me. Mr. Hood returned from San Francisco in February. On his return I saw him and asked him what he was going to do; even then he expressed some dissatisfaction. He said that he did not want R. Macdonald to have anything to do with it. He stated also that he considered he should have some portion of the land. Mr. H. stated he was anxious to get a new charter in his own name. I saw Mr. Hood once or twice in the street, but on 11th and 24th March at Macdonald's office. I met him at Mr. Cary's office; I can't state what date at Cary's office. Mr. Cary and I told Mr. Hood that we had no objection to his having a new charter but that our interests must be looked to. The principal difference was that Hood wanted to oust R. Macdonald out of the affair, which we would not allow. Mr. Hood was told he might have one-twelfth of the land. Mr. Hood wanted to have the making of the road and land for storehouses, &c.; on the 24th March, I distinctly remember, a petition lying on the counter at Macdonald's Bank; this petition was addressed to the Governor and was lying there for the signature of miners praying him to grant a charter to Mr. Hood. I was asked to sign it by Hood and Mr. Macdonald. I don't think I did sign it, but I said I didn't mind if I did. Mr. Hood assured me that if he got a new charter our interests should be protected. Relying on Mr. Hood's honesty, I went out into the town, and got three or four miners to sign the petition; one man was a man of fortune. Mr. Cocker came to see me on the 22d April, or thereabouts, and he said Hood wanted a portion of the land and wanted to get rid of Ranald Macdonald. I asked Mr. Cocker if he was authorized to come to terms and arrange the matter. I wrote to Mr. Cocker—letter put in—22d April, 1863. Mr. Hood after having agreed to pay his proportion of buying out Ranald Macdonald backed out and said he would not pay a farthing. Mr. Hood took a new contract from Colonel Moody to complete a portion of the road on the Fraser. I think proceedings were commenced against Mr. Hood in April. Mr. Cocker came to see me after; nothing definite was come to; it was impossible—nothing—letter put in and read to Hood, 26th March, 1863. I received no reply. In December last I had been absent up the North West Coast; I returned in October or November, and we again endeavored to come to terms; we urged him to get a new charter and we would make all the concessions; we had a meeting at Macdonald's office; Mr. Cary was present; we met also at Mr. Cary's office two or three times. Mr. Hood then mentioned further concessions; he wanted us to reduce our interest in the road; he thought that he ought to have more, and we consented to take a quarter instead of a third. In November it was arranged that Mr. Cary should take steps for Mr. Hood to get a new charter—letter put in and read, from Mr. Young to Mr. W. Hood, dated 4th December, 1864

I believe I gave a copy of the letter to Mr. Hood. No copy was produced, and witness was allowed to give the contents from memory. Draft agreement put in. Mr. Cary and I were acting in the belief that Mr. Hood would carry out the agreement. Mr. Cary prepared an agreement between Mr. Cary, myself and Mr. Hood, which Hood would not sign, and the whole thing smashed up. He gave as a reason the old story. Mr. Ranald Macdonald arrived here in October, 1861, after having been sent for by me, and had to remain here from November 1861 to May 1862, and the whole of the time I had to find funds for him, and also to Mr. Barnstone, altogether at the lowest, $800. The Company took up 960 acres at Bentinck Arm and 960 at Deans Canal. The ground would have advanced very much in value had the road been made; it is not worth now $5 an acre. If the contract had been carried out it might have been worth $50 to $60 an acre, perhaps $100—deed shown—an assignment of the agreement from Macdonald to Green. It was signed in Green's office. I don't know when it was signed; must have been signed in March, 1862 or 1863; it must have been in 1863.

Cross-examined by Mr. Wood.

I engaged Colin McKenzie, J. B. Pearson, and McCleod; the money was principally contributed by myself; Cary contributed some of it; I never paid McKenzie; I paid $20 to McCleod out of my own pocket; West introduced Hood to me; West was no connexion of mine; I don't recollect the day, I think it was the 25th June, but cannot swear whether it was not Saturday the 21st; I told him I was the principal person and that anything there was to do I could do; I did not consult Sutro or others; it was not a company.

At this stage it being 5 o'clock, the court rose and will sit this day at 10 o'clock.

[SECOND DAY.]

FEBRUARY 12, 1864.

Bentinck Arm Co. v. Hood.—The jury were empannelled at half past 10 o'clock.

Mr. Green, examined by Mr. Wood, produced a list of gentlemen connected with the Bentinck Arm Co.; this is the original document; it is a memorandum of association of the Company formed for putting through the Bentinck Arm route, dated 10th February, 1862, memorandum put in and read—Edward Green 8, G. H. Cary 8, Backus 2, G. B. Wright 1, Couch 1, Fraser 1, McCrea 1; this was never registered; Mr. Cary's shares were 8 out of 240; Colin McKenzie was written to to go, but did not go; he did not blaze the trail; J McCleud and other men did blaze; I can only tell from his letter. McCloud left in February, 1862 In June, 1862, the first interview with Mr. Hood took place at my office; the promise for the Charter had been given under certain stipulations; the stipulations could be had no doubt;—stipulations read from deed—you will find that there is a stipulation that we should have to the 31 July to blaze; McCloud was sent over the line in 1861; we thought there was no necessity to send McKenzie; the line was well known; I mean the line from north of Bentick Arm to the Frazer; according to the terms of the agreement the line was to be blazed to a certain point. I had had no direct offer to make this road, negotiations were depending with parties at San Francisco. I then went to a Mr. Flint; it was whilst these negotiations were pending, we first met with Hood. I did not tell Hood I was the Bentick Arm Company. I don't recollect. I might have said so. Mr. Hood did not express surprise. I did'nt hold back anything from Mr. Hood. I told him that I was associated with other gentlemen, but was not bound to them.

These gentlemen did contribute, but their contributions were so small, the bulk of the expense had devolved on me. I did'nt think myself bound to them. Mr. Cary did a great deal of work in preparing deeds, but he was not paid; he said he expected to be. I said to Mr. Hood that we wished to keep Mr. Cary in the Company. I may have said it might have been advisable to have Mr. Cary in the Company; it is very likely I said it would be better to have Mr. Cary to do the writings, and settle any matter with the Government.

At this point Mr. Ring rose and addressed the court stating that it was only fair that Mr. Cary should be present as he might be called one of the plaintiffs in this suit; a short argument ensued, but his lordship decided Mr. Cary should not come into court.

I might have said a lawyer might have been useful. I believe I said the road was a good road. I don't remember saying that two men had gone abreast on the trail. I think West came to introduce Mr. Hood. From the information I received I certainly should say two men could have gone abreast. I may have said Alic Macdonald or it may have been Mr. D. McLeod had sent goods through. I never said Young had sent goods. I dare say that McLeod had gone through; he left in February and had gone through; I said that horses had gone through; from information I received horses had gone through; I cannot say whose horses or who had gone through; I may have stated that if Macdonald desired a share in the land it might be obtained; I don't remember having said that without he did the town-site would be no good.

Mr. Ring again addressed the court to allow Mr. Cary to be present; the defendant to leave the court. Mr. McCreight followed the learned counsel with an argument.

Mr. Wood in answer said Mr. Hood is defendant Mr. Cary is witness.

His honor ruled that Mr. Cary could not be present, and that he could not order the defendant to leave the court.

As Mr. Cary's name was not on the record as plaintiff, Mr. Hood asked me several questions about the agreement. Mr. Hood did not read very fast. I explained them to him; don't remember what I told him. I pointed out to Mr. Hood that the blazing of the trail had to be done by 31st July. Mr. Hood read the agreement; I can't say what I pointed out to Mr. Hood (stipulation read by Mr. Wood). I will go so far as to say that I told Mr. Hood that men had gone over the trail to blaze the trail as they went on. I went to Mr. Cary's house that day—I cannot recall the exact day, it may have been a Saturday. As I stated yesterday, it was about the 20th June. It was about the middle of the day I introduced Hood to Cary. I am not aware I said anything about animals or goods; Mr. Cary was expecting us. I might have said this is Mr. Hood the gentleman who wants to come to some arrangement about the road. I never heard Mr. Hood say he could'nt work impossibilities any more than other men. Mr. Cary was unwell; I don't remember he said so; he might have said so; I paid every attention that was necessary; my attention was directed to what took place at this interview, but I didn't hear Hood say that

Might Mr. Hood have said he was willing to go and if possible out it through?

I don't think Mr. H. said anything of the kind. I was at Mr. Cary's on business; it was at Mr. Hood's request. We were driving a mutual bargain. Mr. Hood is a business man; I took him to be so.

Did you say the road was possible enough? I very likely did.

Did you say that numbers had gone through and taken goods?

I don't remember saying goods, but that travelers had. It is very likely I mentioned the names of Macdonald, Barnston, McCloud and Venables, not Young. Mr. Hood might have said he would do the best he could; Mr. Hood might have asked Mr. Cary if he was a lawyer; Mr. H. might have said to Cary that he should want some one to draw papers. Did Mr. Cary say it was only necessary to write to him to get extension of time? It may have been said. Mr. Cary asked Mr. Hood if he could mark the line by 31st July? Mr. Hood, in reply, said that he did not require an extension, he could do the work without. Did Mr. Cary say that he had power with the government? I can't say that he did, he may have said it, it is more likely I said so. It is very likely Cary did say so, as he had been trying with me to get the charter. It is very likely I said we could get an extension of time if required. Did Mr. Cary say that it was not necessary for Mr. Hood to pay large sums for legal advice? He might have said so. Did Mr. Cary say that it was as well to state what interests Cary should have? I don't remember; it was distinctly understood that Mr. Cary and I were principally interested in the affair; we agreed that Cary and I should have one-third of the tolls of the road; Mr. Hood to have two-thirds, which he at once consented to; Mr. Hood was to make the road for his two-thirds, define the line, and comply with the terms of the agreement; I considered that after the conclusion with Mr. Hood it finished all the labor and trouble I had had. Mr. Cary was not bound to do anything. Mr. Cary had contributed to the expenses. I can't say how much in hard cash to defray expenses; it might have been $200. Was it understood, if not distinctly, that Mr. Cary was not to charge for legal expenses? I can's tell; I don't remember; it is very likely it was stated that he would do the legal work, but nothing was said about the remuneration; I can't swear he was to do it for nothing; Mr. Cary might remember better than I can. Mr. Cary mentioned it was necessary to make a company, and he would do so. After this interview with Mr. Cary a part of our agreement was that we should form a company, which was required. The next time I saw Mr. Hood was two or three days after. Mr. Hood was anxious to have the matter settled. Mr. Cary was busily employed in preparing the agreement for Mr. Hood to sign. I saw the rough draft; it was copied in my office. I am not aware that any other draft was drawn by Mr. Cary than that executed. Mr. Hood came about three hours before the Labouchere started at that time the agreement was being copied; I cannot swear that Mr. Hood had ever seen the draft, but he read the clean copy before he signed it; I can't say Hood ever saw the draft; he had been to the office to see the deed once or twice. Mr. Cary was ill, it took a long time to do it. The Labouchere left about two o'clock. A joint-stock company had been founded in the interim; a memorandum of association, and articles had been reported ready for signature. I understand from Mr. Cary that he would attend to all. I was a member, and Secretary of the Company, but I left the articles of association to Mr. Cary; there was a meeting of the Company held on that day; (produces minutes of the meeting in paper;) it was not copied into the books; the individual members had notice to attend; I believe five out of the seven attended the meeting; the meeting was held at the office of Mr. Drake, on Government street; the minutes are signed by Mr Drake, as Chairman; this was the first and only meeting of the Company. Mr. Hood was cognizant of the whole. I know the circumstance under which Mr. Burnaby, Mr. Stahlschmidt, Mr. Hensley and others were members of the Company. Mr. Hood was informed about it. It was stated to Mr. Hood that seven names were required. Mr. Hood wanted to have no large Company. It was arranged that Mr. Cary should get seven names. I was cognizant of all this. I left all to Mr. Cary. I am aware that it was understood and arranged that these names should be only in trust. Mr. Hood also knows it. I don't know form A. I know it is signed by gentlemen to for a Company. I left all this entirely to Mr. Cary. I don't remember having a second meeting at Mr. Cary's house in connection with this matter. It might have been on Sunday, now that you speak about it. I really can't remember if I said anything about a draft agreement at the meeting. Mr. Hood came more than once; he was anxious to see the agreement, to sign and get away, it was long. Mr. Hood read it. I never heard the bell of the Labouchere ringing when Mr. Hood read the agreement. Mr. Hood had a copy of this agreement, which was made this day. I believe he took it away. I believe I gave a copy to Mr. Hood in the office. I did not take it to Mr. Macdonald. I told Mr. Hood he ought to have a copy of all documents, and I gave a promise to Mr. Macdonald that certified copies of the papers should be given to him for Mr. Hood; this was before the Labouchere started. Mr. Hood had signed the deed before we went to Macdonald's. To the best of my recollection Mr. Hood had a copy of the agreement. Mr. Hood did not express any dissatisfaction about the deed not being ready; he said time was passing. I don't think Hood said he would take his stock off from the Labouchere; he might. Did you send on board to him to say the deed was ready? I did not. I don't remember his saying that the deed was different to what he intended. He did not express dissatisfaction. I don't remember his saying that he had no time to examine it and show it to anybody. I can't swear. I don't remember his saying it was impossible to do it, but he would do the best to do it; he might have said so; he did not say he hoped he was doing business with persons who would take no advantage of him—letter of 25th June referred to—most certainly before this letter was written Mr. Hood had been spoken to about blazing the trail.

[The Court rose for one hour.]

AFTERNOON SESSION.

Court met at 2:20. Examination of E. Green continued:

When Mr. Hood returned in September he told me he had called on Col. Moody and seen him respecting the charter as he came through New Westminster.

Did you ever hear from Mr. Cary or Mr. Hood that Hood had asked him to pay him for services?

I don't remember anything about it. The letters put in had reference to a new charter to Mr. Hood on the understanding that Mr. Cary's and my own interests should be taken care of—that is, we were to have one-third in case the charter was given to Mr. Hood.

Question by Mr. Wood—Did you ever impute dishonesty to Mr. Hood?

Mr. Ring objected, Mr. McCreight followed.

Mr. Wood pressed the question.

Mr. Ring then again addressed the court on the ground that this question could not be put.

His Honor ruled the question should be put.

I do impute a breach of faith and contract.

I do not believe he used all the exertions in his power.

Mr. Wood here complained of the witness replying by observations to his questions.

Mr. Ring said that the question of fraud had been raised and that the observations of Mr. Green were of vast importance to the clear exposition of the case.

His Honor said that he wished the business of the court to be conducted properly and that the learned counsel's interruptions were most improper.

Mr. Ring said he had not made interruptions or improper observations.

His Honor said that Mr. Ring's impropriety consisted in continually interrupting the business of the court by speaking loud. Such conduct he had never seen in a court of justice and he would not permit it.

Mr. Hood never offered to give up his share. I have instructed counsel in this matter. No meeting of the company was called to institute this proceeding, it was an original proceeding between myself and Mr. Cary. I am not aware that others of the company gave instructions; we had no office; there was a rough seal. Witness was asked to produce the seal of which he had had notice, but it was not produced.

Witness was re-examined by Mr. Ring at some length, but the evidence elicited was merely recapitulatory.

Archibald Jarvis, examined by Mr. McCreight—I remember going up Bentinck Arm in the Labouchere with Mr. Hood in June, 1862, we went went as far as Fort Alexander. Can't say when the steamer arrived at Bentinck Arm, it might be four or five days, I am not sure how many days. He discharged his freight and started to go up the river; the slide is fifty-seven miles from Bentinck Arm by the road; we took 41 days to do 57 miles, from the time we left Victoria. Hood had a good many wild horses, some of them unbroken. Hood had 9 or 10 men with him; all the men did a little; all the men were going through with him; I think he had 12 ton of goods with him; I had some beans and bacon. Thirty good men, with proper horses and men, would have taken 10 days less; they might have taken 2½ to 3 days if they took Indians to pack; the greater part of the goods were sent up in a canoe, West went up with them. There was an Indian trail, and we went along and cut away the logs, and cut the brush away. I went to Alexander; from the slide to Alexander, we took 21 or 22 days to get there; if we had packed with Indians, we might have done it in 10 days; it would have taken 5 days longer to have blazed the line; a considerable quantity was blazed already; the twelve tons of goods got up to Alexander—less what was eaten. West sold out his interest in the goods to Hood at Fort Alexander. Mr. Hood bought some goods on the way; I don't know whether it was seven tons or not; we arrived with a large quantity, I should say two and a-half tons. Mr. Hood turned back at Alexander, sixteen miles beyond the slide; some of the horses gave out on the road; we started with twenty-seven; I think when the goods got to Alexander we shipped them to the Mouth of Quesnelle. We had a man going a-head of the trail blazing the line. I think Hood was at Alexander when the goods arrived; we started a few days after for Lillooet. The goods were sold at Mouth of Quesnelle by Barron. I believe he was a partner in the train, but I can't say; there was a good deal of delay caused by cutting logs on the road; going up the belt of the river it is swampy; there is very little feed on the river going up, but when we get over the slide it is very narrow.

Cross examined by Mr. Hood.—I swear we were not eight days going from Victoria to Bentick Arm. Mr. Hood had twenty-eight horses with him. I know nothing about any contract that Mr. Hood had; I obeyed orders. I will not swear that any of the horses were unbroken horses, some of them packed pretty bad; two or three of them sometimes were wild, about half of them were wild. I believe Mr. Hood did his best to get through the line.

George Wilson called and examined by Mr. Ring—I was in Lieut. Palmer's employment in June, 1862, and accompanied him up to Bentinck Arm. Mr. Hood went with us;