

CARRYING CONTRABAND IN TIME OF WAR

Long-Pending Case Against Steamer Tacoma Won By Underwriters

A suit brought for \$44,400 damages, now increased by interest and law costs, incurred by the Northern Pacific Railway Company in unsuccessful defense of an action brought by the shippers of 200 tons of lead at New York on a through bill of lading, via Duluth and Tacoma, to Yokohama during the China-Japan war of 1894 by the steamer Tacoma, has just resulted in a victory for the underwriters. The Northern Pacific since the action begun has ceased to operate the Oriental steamship line, the steamer Tacoma has passed to other owners and as an unsuccessful blockade-runner was seized and confiscated during the recent war between Japan and Russia, a decision having been given at Seattle a few days ago when the owners can collect \$13,900 on account of her seizure, as her insurance was against war risks only. The Look-out Man in Fairplay gives an interesting account of the case which has been so long pending against the Tacoma. He says the Tacoma was entered in the North of England association by the Gulon Steamship company, and Nov. 23, 1892, she was chartered for time to the Northern Pacific Steamship company for one year, renewable yearly, for not exceeding ten years, but the association was not aware of this charter until December, 1905. Under the charter the owners were to appoint and employ the captain, officers, engineers, firemen and crew, and they were to effect policies of insurance and keep the steamer duly protected in the Liverpool and London Steamship Protection association and the North of England Indemnity association, as previously. No contraband of war was to be shipped, and the time-charterers were not to order the vessel to, nor was she to proceed to, enter, any port in a state of blockade or where hostilities were progressing. The agents of the Northern Pacific Steamship company at Tacoma, working under a traffic arrangement for the mutual benefit of that company and the Great Northern Railroad company, gave instructions to the latter's head office at St. Paul that they were to engage any cargo for our steamers that may subject them to seizure or delay. We refer to arms, ammunition, and other contraband goods, and afterwards amplified his description by saying that they "would certainly refuse arms, ammunition, salt-petre and lead." But the railroad company's agent at Tacoma booked the lead, and the steamship company's agent at Tacoma intimated that as the shipment of the lead had been contracted for, they would take it. When the lead came forward to Tacoma, and was shipped on board the steamer, the customs authorities refused to grant clearance until the lead was discharged, which was accordingly done. The vessel sailed, and it was then found the Customs officer in refusing clearance had acted without authority from his superiors who disavowed his action, pointing out that whilst lead might be treated as contraband as between belligerents, it was a legitimate shipment by a private citizen of a non-belligerent state, who merely took the risk of losing his goods by capture.

The lead by at Tacoma and as no convenient vessel was obtainable, it did not arrive in Yokohama until six weeks after it would otherwise have, by which time hostilities between China and Japan had ceased. The Japanese purchaser refused to accept the lead, and it was sold at a loss, which, with expenses, interest, and costs subsequently incurred, was the subject of the claim against the association. The shippers of the lead sued the railway company and lost their case. They, however, appealed and in 1903 the United States district court of appeals reversed the decision, thus deciding in favor of the shippers. The railroad company then appealed, and, in 1904, the supreme court of the United States decided against them. The railroad company then sought to recover from the Northern Pacific Steamship company, the claim against the Tacoma, the damages they had been held liable to pay. The charterers, relying on the clause of the charter, sought an order of the British court entitling them to claim the privileges of the cover provided to the owners of the Tacoma by the North of England association. That action the directors defended with the association, judgment being given in favor of the association, after a three days' trial, on Jan. 24, last year.

In delivering judgment Mr. Justice Channell said that the claimant had failed against those who were owners of a ship, and that was what was at the bottom of the constitution of the association, the object of which was to insure shipowners against liabilities which they were under by reason of their ownership of the vessel, and by reason of contracts which might be made, which could not be broken, and which he did not find anything which indicated that a contract might be made either directly or indirectly to indemnify the shipowner against the owners of the ship. Then arose the question whether charterers by a time charter could be considered to be owners within the meaning of the rules, and of the interpretation which he had put upon them. That was what seemed to him to be at the bottom of the question, as far as the merits were concerned. In the case, as between the present plaintiffs, who were time charterers of ships belonging to the Gulon company, it seemed to have been distinctly contemplated that the company should, for the benefit of the defendants, continue to insure with the defendant association, and that the insurance should be made in such a way as to cover the risks which naturally under a charter fall upon the plaintiffs for their benefit, and as for the other risks which would rest on the Gulon company notwithstanding the charter for the benefit of the Gulon company.

His lordship thought that only shipowner's risks could be insured against in the North of England association, and that the question to be considered was whether that arrangement did or did not extend the risks and bring into the insurance something that was not contemplated by the association, and not intended to be insured against. His lordship thought that the Gulon company while they could insure their own risks, could not insure the charterer's risk, notwithstanding the charter was pointed out, that the charterers, being under a time charter, were really carrying out what might be called the shipowner's business. For the purpose of indemnity the charterers, he

thought, did not come under the description of owners, even although it was a very long time charter. "The upshot of the judgment seems to be that the association covers its members risks, not the risks subsisting between the time-charterers and others. Otherwise the liability of an indemnity association would be practically unlimited. But even granting that outside contracts could be brought in, the North of England association would be entitled to take its stand on the clause of the time charter. Lead was excluded as a shipment at the time, and the association would have been justified in disclaiming liability under the consideration alone. The association had no concern in connection with the complicated troubles consequent upon the shipment of the lead, its discharge, its re-shipment, etc. The association covered the liabilities of the actual owners only.

WANT AUTOCRACY

Moscow Nobility Opposed to Present System of Government in Russia

Moscow, Feb. 13.—The nobility in congress assembled in Moscow today, adopted by an overwhelming majority a loyalist address to the emperor dwelling upon the dangers of the present system of government, and concluding with a virtual appeal for the restoration of autocracy. Those who inspired the address hope to arouse other nobles throughout the Empire to a similar remonstrance against the manner in which the government is now conducted.

AGREEMENT REACHED BETWEEN RAILWAYS

Corbin Will Not Build Beyond Limits of His Own Coal Measures

The Corbin interests and the Vancouver Grand Pacific holding a charter for a railway through southeast Kootenay have come to a settlement in their warring interests.

This is the second session in succession the former party has been endeavoring to obtain a charter. Their object, they have maintained, is to get at the coal mines which they control in the district and which require transportation facilities, but they also have applied for a charter to the international boundary line.

The Southeast Kootenay company obtained a charter three years ago and have so far complied with the statutory requirements. In this way they have expended some \$17,000 in the matter, making it difficult for the legislature to grant rights to a rival road in the same territory.

They presented no objection to Mr. Corbin opening his coal measures but strenuously opposed his obtaining a charter over their route to the boundary line. The Corbin company drew his application so far as the projected line extended beyond his own coal fields and the Southeast Kootenay Railway company has withdrawn their objection to his application.

The fight in the lobby has been one of the keenest in recent years and resulted in a splendid victory for the Southeast Kootenay Railway company. G. H. Barnard was acting for the latter while for the former E. V. Bodwell, K. C., of this city and J. A. Harvey of Cranbrook, appeared.

New Westminster, Feb. 13.—Francis LeBaron, the engineer who has been engaged by the citizens of New Westminster at a salary of \$100 a day to prepare a scheme for the making of a permanent ship channel in the Fraser river from this city to the sea for the largest vessels afloat, has completed his task and his report will be submitted to the special citizens' committee arranged for this afternoon.

Mr. LeBaron's report provides for a systematic scheme for the building and conserving of a channel with a depth of not less than twenty-five feet at low tide, and in his opinion it can be carried out without difficulty and with comparative small expense, the Fraser being one of the easiest rivers to handle that he has ever examined. The principal works suggested are the building of several immense wing dams which would turn the water in such a way as to keep the channel at low depth, and which would be made, which could not be broken, and which he did not find anything which indicated that a contract might be made either directly or indirectly to indemnify the shipowner against the owners of the ship. Then arose the question whether charterers by a time charter could be considered to be owners within the meaning of the rules, and of the interpretation which he had put upon them. That was what seemed to him to be at the bottom of the question, as far as the merits were concerned. In the case, as between the present plaintiffs, who were time charterers of ships belonging to the Gulon company, it seemed to have been distinctly contemplated that the company should, for the benefit of the defendants, continue to insure with the defendant association, and that the insurance should be made in such a way as to cover the risks which naturally under a charter fall upon the plaintiffs for their benefit, and as for the other risks which would rest on the Gulon company notwithstanding the charter for the benefit of the Gulon company.

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SEIZED SEALERS WILL GET DAMAGES

Bill Passes United States Senate To Indemnify Owners of Captured Schooners

The bill for the compensation of United States sealers whose vessels were seized by revenue cutters belonging to the government of their own country at the time local sailing vessels were eluded, whose owners were long since recompensed, has been passed by the United States senate at Washington, according to advice received by Capt. Ed. Cantillon, who has the matter in charge of all behavior of his fellow sealers. The bill provides: "The jurisdiction in equity is hereby conferred upon the circuit court of the United States for the ninth circuit to examine and determine the rights of American citizens under the award of the Paris arbitration concerning the jurisdiction of Bering sea. That all American citizens whose rights are affected by said award may submit to the court their claims thereunder, and the court shall enter judgment thereon. Claims not submitted within two years from the passage of this act shall thereafter be forever barred."

"It is a strange thing," said Captain Cantillon, "that the United States has been so remiss in sailing widely against the claims of the rights of American citizens under the award of the Paris arbitration concerning the jurisdiction of Bering sea. That all American citizens whose rights are affected by said award may submit to the court their claims thereunder, and the court shall enter judgment thereon. Claims not submitted within two years from the passage of this act shall thereafter be forever barred."

"The result of the strange position assumed by this government regarding pelagic sealing is made apparent in the dispute between the United States, Alaska and Japan. The Japanese are not bound by the Paris tribunal, and may seal anywhere practically, last year had built up a fleet of thirty-four schooners devoted half the crew to sealers, seized our vessels and, since 1896, has refused even to let us outfit for fresh attempts. Had we been sealed under the English flag the United States would have paid us. Because we were under the American flag we have got nothing."

"On Tour of Inspection. Mr. Thompson Ferrier, superintendent of the national association of the missionaries of British Columbia, was a visitor in the city last week, after a tour of inspection of the mission schools of the province.

FOR SHIP CHANNEL DOWN FRASER RIVER

Engineer Le Baron Reports On Scheme to New Westminster Citizens

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For Evangelistic Campaign. Winnipeg, Feb. 14.—All details in connection with the evangelistic work to be done in Philadelphia by Rev. C. W. Gordon of St. Stephen's church, have now been arranged. The campaign of Dr. Chapman in that city begins on March 12, but Dr. Gordon will not arrive till meetings have been for two or three days in progress. To supply the pulpit of St. Stephen's during the absence of the minister, Rev. Charles Gooden, of the Smith's Falls, Ont., has been secured.



Lisle Gloves, 19 in. length, cream, black and white. Per pair. \$1.25
Silk Gloves, 23 in. length, cream, black and white. Per pair. \$1.75
Taffeta Silk, 23 in. length, cream, black and white. Per pair. \$1.50
Silk Gloves, 19 in. length. Per pair. \$1.50

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WILL REPAIR CABLE
Burnside Ordered to Mend Break Believed to Have Been Caused by Seagulls

The United States cable repair steamer Burnside has been ordered to Alaska waters, leaving tomorrow, to repair a break in the Alaskan cable. The cable was broken by a submarine earthquake, such as broke communication last summer north of Sitka.

Manitoba Natural Gas. Winnipeg, Feb. 14.—Natural gas has been struck by government engineers in the Riding mountains.

Workmen Laid Off. Toronto, Feb. 14.—Hard times in the West will cause a practical shutting down of the American Auto Engine and Thresher company's plant here for an indefinite time, and within a month a hundred mechanics will be laid off.

Emil Sauer to Tour America. New York, Feb. 13.—That Emil Sauer of Dresden, the pianist, is planning an extensive tour of the United States, and will fall under the direction of Bernard Ullrich, was the announcement made today.

Lexington Horsemen Appeal. Lexington, Ky., Feb. 15.—Kentucky horsemen will appeal to the New York legislature in behalf of horse racing. A committee composed of P. F. Johnson, president of the national association, and Adj.-Gen. of Kentucky; Col. Milton Young, owner of the McGraw stur, and Col. J. R. Allen, the Commonwealth's attorney, was selected this afternoon to go to New York and appear before the legislature at Albany next Wednesday, to protest against the repeal of the Percy Gray law affecting racing.

REGISTRATIONS AT PROVINCIAL MUSEUM
List Of Those Who Have Signed Names in Visitors' Book Recently

Recent registrations at the Provincial Museum are as follows: Mr. J. J. Clump and Miss F. Scoble, South Australia; Mr. and Mrs. H. L. Newham and Miss Matthews, Sydney, N. S. W.; R. C. Neuchamp, Dawson City; J. H. Cckett, Birkenhead, Cheshire, England; H. S. Shipp, Thebarton, Adelaide, South Australia; Emilio Bodratti Venio, Italy; M. H. McCarthy, San Francisco; D. D. Woodman, Broken Hill, Australia; Edith H. Campbell, London, England; Dorcas A. and Bertha C. McDonald, Butte, Mont.; Lillian T. Smith, St. Louis; Grace Boggs, Brandon, Ont.; and Mrs. Nebit Rochester, Butte, Mont.; A. E. Farrer, Judith, Cal. V. S. Peard and J. Parry Bandley, Sydney, N. S. W.; J. Bremner, Melbourne, Australia; E. Tremayne Dunstons and

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Think of Henry Young & Co.

Think of us, because this is the ladies' Glove Store, a store where glove-quality and glove-prices make our competitors uneasy. We want every lady in Victoria to see our fine glove display, representing the world's best and most reliable makes, guaranteed to be right in every way. Can we wait on you?

EVENING GLOVES

Taffeta Silk, 19 in. length, cream, black and white. Per pair. \$1.35
Lisle Gloves, 23 in. length, cream, black and white. Per pair. \$1.35
Dress Kid, 12 button, white and black. Per pair. \$3.00
Dress Kid, 16 button, white and black. Per pair. \$3.50

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"Home of the Hat Beautiful"
Latest ideas in high-class exclusive millinery.

NOTICE
RAYMOND & SONS
613 PANDORA STREET
New Designs and Styles in all kinds of
Polished Oak Mantels
All Classes of
GRATES
English Enamel and American
Onyx Tiles.
Full line of all fireplace goods.
Lime, Portland Cement, Plaster of Paris, Building and Fire Brick, Fire Clay, etc., always on hand.

Feed wheat, per ton. \$40.00
Oats, per ton. \$37.00
Barley, per ton. \$34.00
Clover, per ton. \$28.00
Feed Cornmeal, per ton. \$38.00
Chop feed, best, per ton. \$30.00
Whole Corn, per ton. \$34.00
Cracked Corn, per ton. \$38.00
Vegetables.
Celery, two heads. 25
Lettuce, per dozen. 10
Garlic, per lb. 6
Onions, local, per lb. 6
Potatoes, per sack. 1.50 to 1.75
Sweet Potatoes, new, 4 lbs. 15 to 25
Cauliflower, each. 10
Cabbage, local, per lb. 10
Red Cabbage, per lb. 15
Rhubarb, hot house, per lb. 15
Eggs.
Fresh Island, per dozen. 45
Cooking, per dozen. 40
Canadian, per lb. 75
Neufchâtel, each. 15
Cottage, each. 10
Butter.
Manitoba, per lb. 35
Victoria Creamery, per lb. 45
Cowichan Creamery, per lb. 45
Crested, per lb. 45
Butter, cooking, per lb. 30
Fruit.
Grape Fruit, per dozen. 1.00
Oranges, per dozen. 25 to 30
Lemons, per dozen. 25 to 30
Figs, cooking, per lb. 8 to 10
Apples, local, per box. 1.00 to 1.25
Pears, cooking, per lb. 10
Bananas, per dozen. 25
Figs, table, per lb. 75
Cod, fresh, per lb. 10
Raisins, table, per lb. 25 to 30
Grapes, Con. per basket. 1.00
Pineapples, each. 1.25
Pears, per box. 1.25 to 1.50
Cranberries, per lb. 20
Straw.
Walnuts, per lb. 20
Brazil, per lb. 20
Almonds, Jordan, per lb. 25
Almonds, California, per lb. 25
Pecans, per lb. 20
Chestnuts, per lb. 20
Fish.
Cod, salted, per lb. 10 to 13
Halibut, fresh, per lb. 8 to 10
Halibut, smoked, per lb. 15
Yale, fresh, per lb. 6 to 8
Flounders, per lb. 6 to 8
Salmon, fresh, white, per lb. 10 to 12
Salmon, smoked, per lb. 10 to 12
Oysters, Olympia, per pint. 40 to 60
Clams, per lb. 10 to 12
Shrimps, per lb. 25 to 30
Smelts, per lb. 5 to 10
Farrington, per lb. 12 to 15
Pinnal Haddock, per lb. 12 to 15
Meat and Poultry.
Beef, per lb. 8 to 10
Lamb, per lb. 15 to 20
Mutton, per lb. 12 to 15
Pork, per lb. 10 to 12
Lamb, per quarter, fresh. 1.00 to 1.50
Lamb, per quarter, hind. 1.75 to 2.00
Chicken, per lb. 10 to 12
Geese, dressed, per lb. 18 to 20
Chickens, dressed, per lb. 12 to 15
Chickens, per lb. live weight. 12 to 15
Mottled, per lb. 10 to 12
Guinea Fowls, each. 1.00
Pigeons, dressed, per pair. 50 to 60
Hens, dressed, each. 75
Hams, per lb. 15 to 18
Bacon, per lb. 12 to 15
Pork, dressed, per lb. 15 to 18

BURIED AT SEA
Mate of Jeeben Line Steamer Wangard Died on Voyage to Japan

Overcome by work and worry bought on when the vessel labored in damaging seas in far northern latitudes, the mate of the Jeeben line steamer Wangard, succumbed to heart disease. That was on route from Seattle to Japan. His body was buried at sea. Not long afterward the Wangard was damaged to the extent of \$8,000 by heavy waves, and she was in dry dock at Moji, Japan, for repairs before leaving for San Francisco, where she has just arrived with 6,020 tons of coal.

LETTERS TO EDITOR
Fruit and Fruit Pests in Victoria and District

Sir: Perhaps you may find room in the Colonist for some observations of the writer, who came here on 9th December determined to make Victoria his home and to do his best for his adopted country in every way. I have travelled through a considerable part of the old and new world and should like to say here that I find Victoria and its surroundings the finest things of the kind I have ever seen anywhere. From an artistic point of view Victoria is most charming.

THE LOCAL MARKETS
Retail Prices
Flour.
Royal Household, a bag. \$2.00
Lake of the Woods, a bag. 2.00
Royal Standard. 2.00
Wild Rose, per bag. 2.00
Calgary, a bag. 2.00
Snowflake, a bag. 2.00
Snowflake, per bbl. 60.00
Mott's Best, per bbl. 20.00
Drifted Snow, per sack. 11.70
Three Star, per sack. 13.00
Foodstuffs.
Bran, per ton. \$32.00
Shorts, per ton. \$34.00

George Bell, an educated man, of good address, has been arrested for begging and was charged with vagrancy yesterday by the provincial police. He was asking for money in Esquimalt, when picked up by constable Conway. The prisoner seemed to say that he had only asked for meal and was looking for work at the time and had never begged before, when the chief of police said he had seen the man begging on another occasion but had let him go that time on account of his respectable appearance. It was stated that the man was a recent arrival, having been in the city he spent on drink, whereupon he was sentenced to a month in jail.

AN EDUCATED VAG
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HISTORICAL SE OF DAVID'S

E. Middleton Lect Local British Class

The following is the read by Mr. E. Middleton of the British Israel Tuesday evening, Feb.

In speaking of "Stone" I have noticed, a half-credulous, who upon the fact of the I have produced the submitted. The good of him "that answered a meaning in adding to ly and a shame to him for of believers in the of the tradition that to England from its centuries ago. Some previously—in Scotland thought that do not conclusions; and as Ed authority to record the ing that way, before with all the paraphernalia Regalia, it will be suspend judgment until investigation has been thing then is certain the including the train ban were up in arms at the tion of returning it, w to the remainder of the going back, in compli "Treaty of Northampton the long war between tries." We cannot su whole nation should selves to such a folly, it for over 100 years sufficient conviction evidence sustaining it forth in its favor. W authorities of Dean St evidence worth sifting, pages in a world re (Westminster Abbey p scarce comes to the was "almost persuaded there must be something to be careful lest we proof of the wisest of n above. Just a few ex above to enable us to the Dean's sentiment. "The English king may with the anguish of t that the foundation monarchy was gone bored with redoubled ery who they had not a full religious consec king." To understand following item from Ma tory of Scotland, p. 13, coronation scene of Ale 1249, after "the bishop with oil and set the crov was then conducted of destiny" to recede pates and models. A gold was thrown over the child, (eight years of ward, which Edward, his head and the scepter was seated upon it. The cast their robes on the sword joy and fidelity. pensable material in the part played by this stone. We shall return ly, but it is not the Accordingly Edward II, at Bardsey, directed his Friar, St. John of the A to the tradition of the event of Westminster to them to give for this p Sheriffs of London, who the same from them by cause it to be buried in Mother. All the other Treedy were fulfilled. B Road, the sacred cross Rod, which Edward off with the other relics, But the Stone of Stones, Kings of Scotland, at Scotland, on the day of the people of London would whatever allow to depart selves. . . . In the A the treaties and negotiat ed, and still remaini which now clings to i sprung up, and forbade to the traditions, it is probably the chief object to the Innumerable visito bey. . . . The popular has been unabated. . . the Innumerable monum gather the whole empir rings, the battered sur which has all but rent. . . . The writer, however, is gratified. It is true, m heart of the English mon ment of poetic, patriar which like Aramae floor in the midst of t Solomon carries back o races and customs now a link which unites the th and to the traditions of Iona. . . . "The stream tish tradition carries u the founder (Dr. Glover s at A. D. 563, the Scotl of the Stone of Scone, bears the sacred stone ad from Ireland to Dunst With the migration of the was the last battle. . . . raised plot of ground a cause that the last batti was fought. . . . ever may have been the derings of the relic at Sco an unquestionable histori It was there encased in wood, and stood by a cross of the monastic cemetery side the 'Mount of Belief exists. . . . In it, or upon it, Scotland were placed by Pife. From it Scone beca principals' of Scotland, a dom of Scotland the king debted to the king the appa gre agreeing with the Dunstaffnage, or having part of a building. But c ones concerning it, the is that which has been stony pillow on which Co ed, and on which his dyl was laid in his Abbey of se it belongs to the m first authentic western or a Christian Prince—that fish Chief Aidan"—So fa debted to Dean Stanley, we further contents our is well known that the or on their conversation to office would be given to the proper authorities of community, of which Pat of Dumbarton. So Dr. T he "Life of St. Patrick" h was produced by the huries before Augustine, above, would then, nec Truile ceremony of whi the description of the re related above—Dr. Mack