

Tells Story of Sandon's John Harris in Toronto Column

By SIDNEY NORMAN

In The Toronto Globe and Mail
Ever meet Johnny Harris, a real pioneer well along in his youthful eighties? If you have been in Sandon, heart of the Slocan—the deep-down gulch town where Old Sol smiles but an hour a day in Winter—you couldn't have missed him. From the land of mint-juleps, Sah, away down South and later from the Coeur d'Alenes!

Located the townsite on a mineral claim back in early days and then fought the province for years to retain title to the town lots. Owned everything — Reco Hotel, Virginia Block, stores and houses up and down the only street beside rushing Carpenter Creek; water and electric lighting systems and controlled the Reco, Goodenough and Rabbit Paw groups. Fought Slocan Star on extralateral rights involving the latter claims, defeated in lower courts and took it to Privy Council where he won.

Played a swell game of poker, to. Tinhorns came from everywhere to nict his bankroll. Some did, others walked the ties back to spots where formation was not so tough. Came the fire of May 3, 1900, and everything went "poof." Built a new hotel out of a barn that escaped,

shifted the town, making its only street over a wooden culvert harnessing Carpenter Creek, where in Spring comes the roar of huge boulders swept onward under your feet by the rushing waters.

Population dwindled in the post-first-war days and Johnny became his own mayor, health commissioner, securities commissioner, chief of police, city engineer, street commissioner, pole-climber and handyman, everything but dog-catcher. Loves dogs too much for that, as you will observe when you meet his inseparable companions, Rusty and Sport.

Through good times and bad, Johnny has hung on with imperturbable faith and optimism, sure there's silver and lead in them thar hills that hem him in front, back and sideways. Now things are picking up, population up a thousand per cent from the low and the sun of prosperity rising again. A few friends helped him celebrate his 55 years in Sandon a few weeks ago. Couldn't be there, but here's wishing him and his grand helpmate, Alma, good luck and Johnny many happy returns!

J. M. HARRIS, PRES.

F. T. KELLY, SEC.



THE RECO
MINING AND MILLING CO.
LIMITED LIABILITY.

SANDON
WATERWORKS & LIGHT CO
CAPITAL STOCK
\$ 50,000.

Sandon, B.C. Nov. 18, 1898

Captain W. Cleather Gordon,

General Manager,

Grosvenor Club West,

London, England.

Dear Sir:-

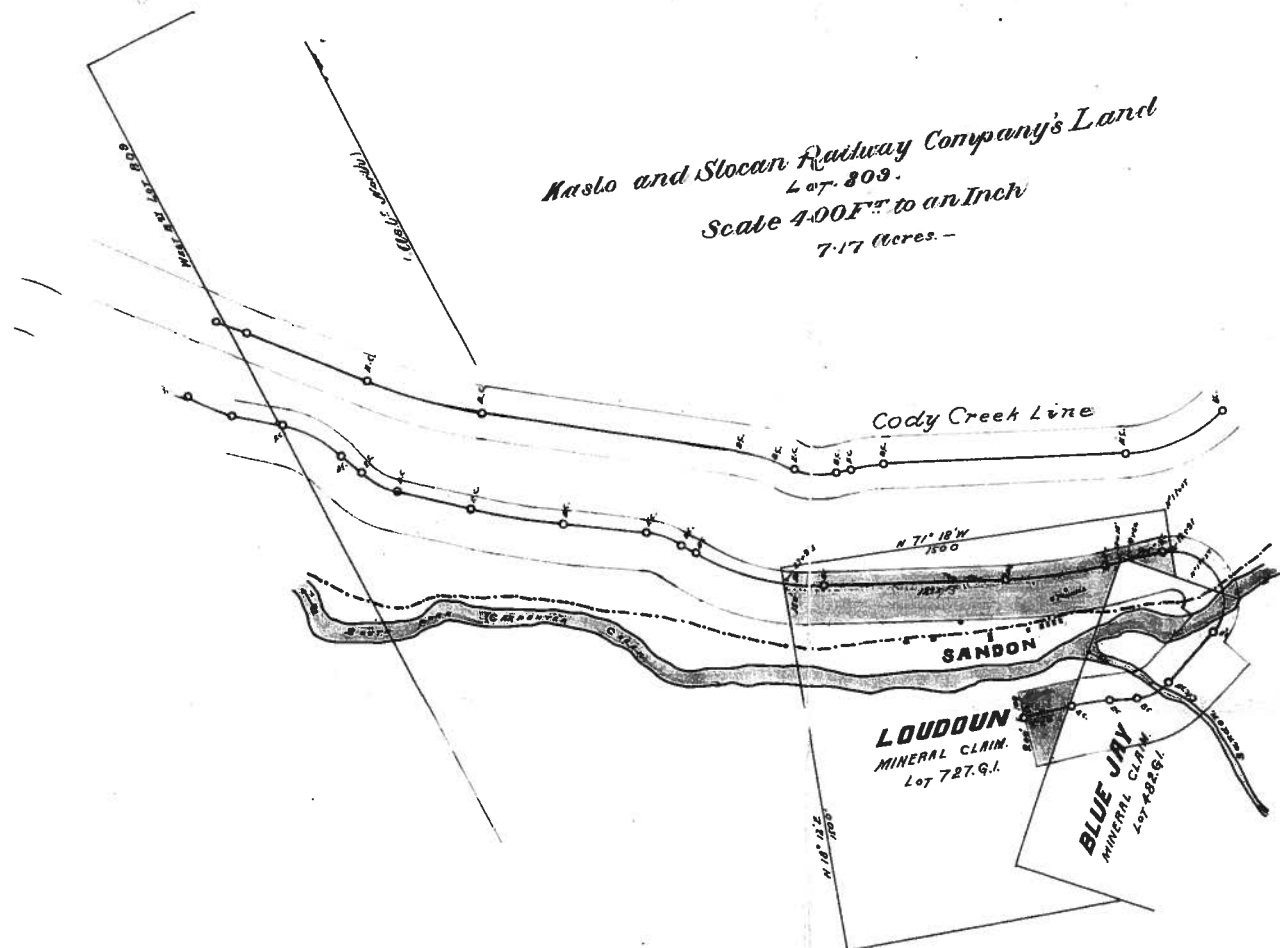
This letter will introduce to you Mr. J. M. Harris, of Sandon, British Columbia. While in London I know that you will do all you can to make it pleasant for him while there. Please introduce Mr. W. H. Longsdorf and Mr. Herbert W. Hooper to Mr. Harris, as they may be able to benefit him in any financial transactions he may seek to make.

With kind regards, and hoping that you are well, I remain,

Yours very truly,

L. Ericson Hawk

Nasbo and Slocan Railway Company's Land
Lot 809.
Scale 400 Feet to an Inch
7.17 Acres.



Mr. L. A. Hupperton,

Sandon, B.C.,

Take notice that as the Bailiff to Harris & Kelly,
your Landlords, I have this day distrained on the West half
of Lot 1, Block 7, in the City of Sandon the several goods
and chattels specified in the annexed Inventory, for the
sum of \$150.00 being amount of rent due to the said Harris
& Kelly on November 1st, 1902, for the said premises: And
that unless you pay the said rent with the charges of
distraining for the same, or repay within five days from
the date hereof, the said goods and chattels will be
appraised and sold according to law. *The said goods are
now in the Rees Hotel bar & shop, with the exception of
the building on the above described land*
Given under my hand this 25th, day of November, A.D.,
1902.

Harvey McNamara
Bailiff.

Witness:

L. L. Christie

NOTICE is hereby given that the goods and chattels distrained for rent on the 25th day of November A.D., 1902, by me, Warren Wetmore, as bailiff for Harris & Kelly, the Landlord of the premises lately occupied by Louis Hupperton, as tenant of the said Harris & Kelly, will be sold by public auction on Tuesday the ninth day of December, A.D., 1902, at 2 o'clock in the afternoon.

An Inventory of the said goods and chattels can be seen at the office of F.L. Christie, Atherton Block, Main Street, Sandon B.C.,

Dated at Sandon B.C., this 6th day of December A.D., 1902.

Warren Wetmore

Bailiff to the Landlords.

To Warren Wetmore, of Sandon, British Columbia,
my Bailiff in this behalf:-

Distrain the goods and chattels of L. A. Hupperton,
liab^{le} to be distrained for rent in and upon West half of
Lot I, Block 7, in the City of Sandon, lately in the tenure
or occupation of L. A. Hupperton for the sum of \$150.00
being rent for the term of thirteen months due to me for the
same on November 1st, 1902:

And for the said purpose distrain within the time, and
in manner and form prescribed by law all such goods and
chattels of the said L. A. Hupperton, wheresoever they shall
be found, and that an liable for rent.

And proceed thereon for the recovery of the rent as the
law directs.

And for so doing this shall be your sufficient warrant
and authority.

Witness my hand and seal this 25th, day of November,
A. D., 1902.

Witness

J. L. Christie

Harris & Keller
J. M. Harris



To Warren Wetmore

Sisters Warren

or

Goods and Chattels

- L. A. Hupperton

PETITION.

To the Honourable the Speaker and Members of the Legislature of the Province of British Columbia, in Parliament assembled:

The petition of the undersigned business men and residents of the City of Sandon, humbly sheweth:—

(1.) That in the year 1892, John Morgan Harris, an American subject, located the Loudon Mineral Claim, on which now the greater portion of the City of Sandon is situated.

(2.) That before the said Harris had said claim Crown-granted in 1895, he transferred to one Justic Sproat, a supposed influential British subject, a portion of the said claim to him.

(3.) That in the interval between locating and Crown-granting several tunnels had been driven on supposed leads on said property, and to the present no mineral or mineral lead has been discovered, thus establishing the fact the affidavit on which the Crown grant was issued was insufficient.

(4.) That all the Acts bearing on such cases convey the conclusion that surface rights to mineral claims are given for mining purposes only.

(5.) That no portion of the said Loudon Mineral Claim is now used or required for mining operations, and that the said Harris and associates are selling, leasing, and otherwise disposing of the surface of said Mineral Claim, to the serious detriment of other settlers thereon, as if they had made an absolute purchase from the Crown of all surface rights in the first instance, instead of locating a mineral claim.

(6.) Your petitioners, therefore, pray that since the said property is not required for mining purposes, and since the affidavit on which the Crown grant was issued, is defective, that the whole surface rights be thrown on the market by the Crown, having a respect for present occupants, the locator and associates included, or otherwise disposed of as may do a fair measure of justice to present occupants and holders of improvements thereon.

And your petitioners, as in duty bound, will ever pray.

MICHAEL K¹ILIN, Miner and Prospector ;
NICOLA D. PALORCIA, Shoemaker ;
A. D. MCKENZIE, Laundry ;
and 41 others.

VICTORIA, B. C.:

Printed by RICHARD WOLFENDEN, Printer to the Queen's Most Excellent Majesty.
1899.

Michael Kirlin,
Nicola D. Palorcia,
A. D. McKenzie,
J. Moore,
Otto P. Johnson,
Thos. Brown,
G. M. Spencer,
Victor Kleinschmidt,
Albert David,
Hugh McGee,
W. Walmsley,
P. H. Carning,
D. T. Cameron,
P. J. Sheran,
Stein Brothers,
J. G. Melvin,
J. W. Whitely,
D. Cameron,
G. Kay,
John McCrae,
John Young,
J. H. Reed,
Wm. Doyle,
Robt. McLennan,
B. Malandrin,
John L. McIsaac,
Thos. Jenkin, Jr.,
A. Nye,
Mrs. L. McIntyre,
G. Chapman,
Joe Flower,

Miner & Prospector,
Shoemaker,
Laundry,
Ivanhoe Hotel,
Restaurant,
Merchant,
do
Laundry,
Tayler,
Star Hotel,

Miner,
Householder,
Miner,
B^uokers,
Watchmaker,
Accountant,
Merchant,
Tailor,
Carpenter,
Miner,
Householder,
Miner,
do
Shoemaker,
Laborer,
Miner,
~~do~~
Boarding House,
Merchant,
Barber,

D. McDonald,	Miner,
F. J. Norwood,	
E. M. George,	Miner,
Mrs. Cecelia Burton,	do
T. Jalland,	Merchant,
Wm. McPhaden,	do
Joe Ray,	Hotel Kicker,
D. J. Robertson,	Merchant,
Thos. Duffy,	Householder,
T. Vilcock,	Miner,
J. Rebellad,	Householder,
D. A. McDonald,	do
Byron A. McConkey,	

An analysis of the forty-four signers written above may be of interest for those who signed the petition as well as others interested.

Two are now in jail for vagrancy, serving a sentence of thirty and sixty days respectively.

Eight only are doing business on the Loudoun Claim (Sandon First Addition) five of whom ground lease from Harris or Sproat and three rent buildings from other parties or squatters.

Fifteen do not live on the Loudoun claim (Sandon First Addition) but own, lease or rent portions of the Blue Jay townsite or the Railroad Additions.

The remainder, nineteen, are generally not known and could not have any real interest in the welfare of the City.

J. M. HARRIS ESQ.,

SANDON, B. C.

In account with

TAYLOR & HANNINGTON & TAYLOR & O'SHEA.

RE ACCOUNT OF TAYLOR & HANNINGTON:
1901.

Apr. 18	<u>RE SLOCAN POWER CO.</u>	<u>Solr's fees, Disbursements</u>	
	To letter to you re water rights,	\$1.00	
	" obtaining extension of time on all water records until 12th May, 1901, from Turner, including all attendances,	10.00	
20	To prep. Memorandum of Association of Special Incorporation of Power Co. under special clauses of the Act, and preparing special Articles of Association, attg Printer to have printed,	160.00	
22	To letter to you re incorporation of Co.	1.00	
25	To special letter advising re Charter extending to Railway Addition of Sardon	2.50	
	To letter to you re Carpenter Creek,	1.00	
26	To advising you as to how to stake water for Slocan Power Co., special manner under Water Clauses Consolidation Act, and long letter to you describing,	4.00	
June 1	To letter to Registrar of Joint Stock Cos. enclosing cheque,	.50	52.50
4	To paid for copy of Metalliferous Act and amendments,		.35
	To fee for adding additional paragraph to memorandum of Assn. in accordance with request of Regr Joint Stock Cos. including letters & attendances,	4.00	
13	To letter to Regr. Joint Stocks Cos. enclosing cheque for \$20.50 to cover bal. incorporation fees,	.50	20.50
18	To attg Gold Comm'r and applying for Water Records,	5.00	
	Carried forward	\$189.50	\$73.35

	Brought forward	\$189.50	\$73.35
	To prep. declaration of staking	1.00	
June 18	To preparing declaration of estimated water,	1.00	
	To letter to you enclosing same,	.50	
	To letter to J. A. Turner,	.50	
	" " " E.E. Chipman,	.50	
	" attg to search & copy notices	1.50	
	" drg 6 statutory declarations	4.00	
	" letter to you explaining	1.00	
29	" paid Ewart & Carried for blue prints,		5.00
July 6	" letter to J.A. Turner encl. /declarations.	.50	
9	To applying for water rights, filing declarations &c.	5.00	
12	To letter to you re fees for water rights & re surveys, plans &c.	1.00	
	To attg John A. Turner re same and paid him,	1.00	213.75
	To paid exch. on your cheque, \$213/75,		.50
	To prep. copy of cert. of incumbrances for Turner	1.00	
24	To fee for getting prior records to Sloan Power records,	5.00	
	To letter to you re rentals &c.	1.00	
	To paid telegram from Fell & Gregory		.60
	" " " " Russell & Russell,		.72
	" " " " " "		.60
	" attg to wire Russell & Russell & paid on telegram,	1.00	.60
14	To attg to wire Hamnington & paid,	1.00	.92
20	To letter to you encl. Art. of Assn,	.50	
	Carried forward	\$216.50	\$296.04

		Brought forward	\$\$\$ 216.50	\$296.04
July 20	To paid tel. from Russell & Russell,			.60
Aug. 20	To " further tel. from Russell & R.			.76
23	" " tel. from Fell & Gregory			1.20
	" " " to Fell & Gregory,			.68
27	" " " from Russell & Russell,			.96
	" " " to Fell & Gregory,			.60
	" " " " Russell & Russell,			.96
Dec.	" consultation with you .		2.50	
	" paid Fell & Gregory's agency acct.			15.35
	" " Russell & Russell's " "			10.79

RE TAYLOR & O'SHEA'S ACCOUNT:

19, 2.

May 1	To letter to you re White's water application,	1.00	
6	To attg to wire Chipman & paid,	1.00	.49
14	" letter to you re White's water w ap - plication &c.	1.00	
16	To attg to tel. you to stake water,	1.00	
17	" our Mr. O'Shea attg at Kaslo on the 16th inst. & opposing appln. - appl'n refused - leave to apply to amend notices granted,	20.00	
	To paid his cash expenses,		10.00
	" attg to tel. Mr. O'Shea at Kaslo & pd	1.00	.25
	" " " " " "	1.00	.96
	" " to tel. you advising,	1.00	
	" Mr. O'Shea attg to wire Mr. Taylor at Nelson & paid,	1.00	.35
19	To letter to you advising	1.00	
22	" attg to tel. Mr. Chipman & pd,	1.00	.39

Carried forward ~~-----~~ \$249.00 \$346.38

	Brought forward	\$249.00	\$340.38
June 28	To attg to wire Chipman as to when applns. could be heard & paid,	1.00	.29
July 11	To Slocan Power Co.'s 1/2 share of our Mr. Taylor's fee for attg at Kaslo re Water Rights appln. when adjourned to September 12th,	20.00	
	To Slocan Power Co.'s 1/2 share of Mr. Taylor's cash expenses,		7.50
12	To attg to wire Chipman, suggesting postponement, on account of anticipated settlement, and paid,	1.00	.33
16	To letter to Chipman asking amount due for water rights,	.50	
Sept 25	To prep. statement to file with Clerk of Executive Council (12 fol.) & 1r. to you encl. same for signature of Co.	2.50	
	To letter to Chipman asking for certified statement re Water Records (under Sec. 84, Water Clauses Act),	.50	
		\$274.50	\$348.50
			\$274.50
			\$623.00

This is our Bill herein to date:

Nelson, B.C.
April 22nd, 1903.

E. & O. E.

Taylor & Thompson
Taylor & Thompson

J.M. HARRIS ESQ.,

SANDON, B. C.

In account with

TAYLOR & HANNINGTON & TAYLOR & O'SHEA.

ACCOUNT OF TAYLOR & HANNINGTON:

RE SANDON WATER WORKS & LIGHT CO.

1901.

Mar. 20	To making searches and many attendances & advising you fully as to the title of the Co. to its water rights (details of these many items were not kept),	\$25.00	
	To attg to tel. Fell & Gregory & paid,	1.00	.92
	" paid tel. from Fell & Gregory,		1.80
	" letter to you re water rights,	1.00	
25	" " " " re obtaining order-in-council &c.	1.00	
28	To long letter of advice to you re water rights,	2.50	
30	To letter to you re water rights,	.50	
Apr. 13	" " " " re Carpenter Creek,	1.00	
17	" advice to, you re appointment of directors & allotment of shares & l. to you,	5.00	
	To special letter re Water Rights - investigating matter under your Incorporation Act & advising you re securing the rights,	2.50	
	To prep. your affdt (in dup.) re Sandon Creek,	3.00	
	To letter to you with same	1.00	
	" " to you enquiring as to whether you complied with Sec. 25 of the Act	1.00	
	To advising you re Section 9 of your Act - advising you that you must get approval of Lieutenant Governor-in-Council to your sites & works & letters to you asking for plans, when we would prepare necessary papers, & advice to you,	5.00	
	Carried forward /.....	\$49.50	\$2.72

1901.	Brought forward	\$49.50	\$2.72
July 9	To 4 days going to Victoria & returning from Vancouver, attg Government and consultation with Ministers & Deputy Attorney General re Water Records	60.00	
	To paid Mr. Taylor's cash expenses,		21.00
Dec.	To consult. with you,	2.50	
	" paid Fell & Gregory's agency acct. for acct. rend. for services performed in this matter to date,		5.52

ACCOUNT OF TAYLOR & O'SHEA:

1902.

Jan. 3	To attg for plans & prep. brief for Government appln. to have approved plans & sites & work, pursuant to Sec. 99 of Act of Incorporation	5.00	
18	To attg on Minister of Public Works at Vancouver & Victoria & arrg. for negotiations &c. for order-in-council - approving sites &c. re your plant, flumes, works & buildings - our fee,	40.00	
Mar. 4	To letter to B.C. Gazette enclosing notices to be inserted in paper, re Carpenter & Sandon Creeks, and paid,	1.00	10.00
	To letter to you re same & enclosing notices to be inserted in paper,	1.00	
	To letter to you enclosing declaration,	.50	
	To attg to wire Farwell, Victoria, & pd,	1.00	.80
	To letter to Fell & Gregory instructing,	1.00	
	To prep. Order-in-council re section 9 and 25 of Act & engrossing same for Lieutenant Governor-in-Council to pass,	10.00	
	To 2 copies of same,	2.00	
	To drg declaration for order-in-council - re approval of plans & sites, 4 cos.	4.00	
	To drg notices for Gazette, for diverting 200 inches of water in Sandon Creek, & also 200 inches in Carpenter Creek, & south fork - special notices - 6 cos.	5.00	
	Carried forward	\$182.50	\$40.04

Brought forward \$182.50 \$40.04

Having rec'd lr. from Elliot & Lennie
re claim of B.N. White Co:

To advising you & consult. with them,
getting time to complete order-in-council
&c. 2.00

15	To attg to wire Farwell, Victoria, &pd,	1.00	.60
21	To letter to Fell & Gregory,	1.00	
Apr. 4	To instructions for your declaration re water from Sandon & Carpenter Crks,	4.00	
	To 3 copies,	1.80	
	To attg to swear	1.00	
	To prep. exhibits,	.25	
	" our fee on application to Government re order-in-council,	25.00	
	To letter to Deputy Comm'r Lands & Wks,	1.00	
	" " " Fell & Gregory,	1.00	
	" " " you re order-in-council,	1.00	
	" " " Fell & Gregory re same,	1.00	
9	" " " Farwell enclosing draft order-in-council & instructing,	1.00	
	To letter to you	1.00	
26	To paid Fell & Gregory's agency acct.		7.58
May 1	To prep. affdts for use at coast,	4.00	
14	To letter to Fell & Gregory,	1.00	
19	" advice re dismantling of hydrants &c.	5.00	
29	" letter to E.E. Chipman re Sandon City Water Application.	1.00	
June 4	To letter to you re same,	1.00	
7	To our Mr. O'Shea attg at Kaslo on water appln. June 6th to 8th, & paid his cash expenses,	20.00	10.00
July 11	To Sandon Water Wks & Light Co.'s 1/2 share of Mr. Taylor's share fee for attg at Kaslo re water appln.	20.00	
	Carried forward	\$276.55	\$58.22

	Brought forward	\$276.55	\$58.22
July 11	To 1/2 share of Mr. Taylor's cash exp.		7.50
17	To letter to you re water rights,	1.00	
18	To paid Fell & Gregory's agency acct.		9.34
Nov. 12	To attg to wire Chipman asking if appln. would come on at Kaslo to-morrow & pd,	1.00	.25
Dec. 5	To attg to wire Fell & Gregory & paid,	1.00	.62
9	" letter to Fell & Gregory	1.00	
	" attg to wire " " & paid,	1.00	.88
	" paid tel. from Fell & Gregory		.50
16	" letter to you	1.00	
	" paid express charges on papers sent to Mr. Taylor at Victoria,		.30
	To letter to Mr. Taylor	1.00	
23	" " to Fell & Gregory	1.00	
1903.			
Jan. 16	" " to you re hearing of appln.	1.00	
	" letter to Mr. Taylor at Coast	1.00	
27	To paid Fell & Gregory's agency acct. for services rendered herein to this date		30.56
Feb. 6	To attg to wire Fell & Gregory & paid,	1.00	.30
19	" Mr. Taylor attg at Victoria with Mr. Gregory & Mr. Harris re Water Records of Sandom & Carpenter Creeks, & arranging for meeting of Ministers & attg Deputy Attorney General re same, and many attendances on Gregory, Govt. officers	50.00	
	To paid your share of Mr. Taylor's cash expenses,		20.00
Mar. 6	To letter to Fell & Gregory	1.00	
12	" " " Elliot & Bennie,	1.00	
16	" paid Fell & Gregory's agency acct. in full of services rendered to this date since Jan. 27, 1903,		31.82
	Carried forward	\$339.55	\$160.29

	Brought forward	\$339.55	\$160.29
Mar. 17	Upon receipt of letter from Fell & Gregory:		
	To letter to Davis, Marshall & MacNeill,	1.00	
Apr.	To further letter to Davis, M. & MacNeil,	1.00	
	" Mr. Taylor att: upon Mr. Davis while in Vancouver and arranging date of argument &c.	2.00	
		<u>\$343.55</u>	<u>\$160.29</u>
			<u>\$343.55</u>
			<u>\$503.84</u>

This is our bill herein to date.

E. & O. E.

Nelson, B. C.

April 23, 1903.

Taylor & MacNeill
Taylor & MacNeill

J. M. HARRIS ESQ.,

SANDON, B. C.,

IN ACCOUNT WITH TAYLOR & HANNINGTON & TAYLOR & O'SHEA.

RE ACCOUNT OF TAYLOR & HANNINGTON:

1901.

Feb. 28 RE HARRIS -v- KIRLIN:

Solr's fees, Disbursements

To consultation and advice re suit,
being handled by Macdonald & Johnson,
& attempting to get Judge Walkem to
render judgment, \$5.00

To letter to you re same, 1.00

July 24 To further letter to you herein, 1.00

To letter to Duff, 1.00

RE ACCOUNT OF TAYLOR & O'SHEA:

Judgment in this suit having been given
in your favor and having learned from
you that Macdonald & Johnson had been
served with notice of appeal:

1902.

Oct. 20 To letter to McAnn & Mackay asking if
they would allow appeal to stand over, 1.00

21 To attg to wire our Mr. Taylor at the
Coast & paid, 1.00 .75

23 To letter to McAnn & Mackay re adjourn. 1.00

" " " you re same, 1.00

30 " paid telegram from our Mr. Taylor
instructing us to have appeal come on
at November sittings, .85

Nov. 4 To letter to McAnn & Mackay re bringing
on appeal at present sittings, 1.00

8 To letter to our Mr. Taylor at Coast, 1.00

Dec. 1 To summons & copy, 1.00

Instructions for affdt of W.N. Poole, 1.00

To prep. affdt for use on application
for security for costs of appeal,

Carried forward \$16.50 \$1.60

	Brought forward	\$16.50	\$1.60
Dec. 1	To attg to have affdt sworn & paid,	.35	.35
	To office copy,	.40	
	To attg to issue summons & file affdt and paid,	1.00	.50
	To letter to McAnn & Mackay enclosing summons & affdt for their admission of services,	1.00	
15	To attg Chambers, when order for security made		5.00
	To preparing order,	.60	
	To 2 copies of order,	.60	
	To attg to have same approved	.50	
	To attg to enter and paid,	1.00	.70
23	To letter to McAnn & Mackay asking if they are going on with appeal	1.00	
1903.			
Jan. 12	To prep. execution for \$870.00, judgment, and \$353.85, costs, & copy,	2.00	
	To attg to sk issue and paid,	1.00	.50
	To attg sheriff with execution & inst. him to seize interest in Mascot M.C.	1.00	
Feb. 12	Having received instructions to garnish American Boy M. & M. Co:		
	To prep. garnish affdt,	1.00	
	To 2 copies,	.40	
	To attg Judge Irving, when he made order to attach Kirlin's moneys,	5.00	
	To prep. order,	.60	
	" 2 copies,	.60	
	" attg to enter & paid,	1.00	.90
	" letter encl. copy of order for service on American Boy Co.,	1.00	
	To prep. affdt of service & letter to you enclosing,	1.00	
		<u>37.95</u>	<u>4.55</u>

	Brought forward.....	\$37.95	\$9.55
Feb. 23	To attg on Kirlin, when he asked for time,	1.00	
	To letter to you advising as to sale of Mascot on 26th inst.	1.00	
	To letter to sheriff indemnifying him,	1.00	
24	To attg you, when you instructed us to bid claim up to say \$300 &c.	1.00	
27	To attg sale, bidding when sheriff refused to sell & adjourned to 6th,	2.00	
Mar. 6	To attg sale of Mascot when adjourned till afternoon,	2.50	
	To Mr. Taylor attg sale in afternoon when matter further adjourned - Kirlin to pay costs of adjournment,	5.00	
9	To letter to you,	1.00	
	" " " McAnn & Mackay,	1.00	
	" " " American Boy M. & M. Co. asking them to pay money to us,	1.00	
Apr. 7	To our costs re application to court to have grand shew money paid into court by American Boy Co. including all letters, attendances & disbursements,	5.00	
	To our fee attg sale re Mascot when no sale as Kirlin paid judgment, and obtaining settlement of this matter, including attendances on sheriff &c.	5.00	
	To our costs, included in taxes costs, paid by Kirlin, and credited to you,	9.50	
		<u>\$73.95</u>	<u>\$9.55</u>
			<u>\$73.95</u>
			<u>\$83.50</u>

Our Statement:

Nelson, B.C.

April 22nd, 1903.

Raymond
Raymond

MR. J. M. HARRIS,

SANDON, B. C.,

IN ACCOUNT WITH TAYLOR & O'SHEA.

1902.

Nov. 26 RE HARRIS -v- PITTS:

	To consult ation with you regarding this matter,	\$2.50	
	To attg Court House and making search as to amount of costs taxes,	1.00	
27	To attg Land Reg . Office and making search & getting abstract of Pitts prperty, pd abstract, 1.00, sch. .50,	1.00	1.50
Dec. 1	To prep. exedution,	2.00	
6	" attg to issue same & paid,	1.00	.50
	" attg sheriff with me and paid him on account of seizure	1.00	20.00
8	To letter to you re sale of Pitts' prp-erty,	1.00	
27	To attg Sheriff's sale & bidding in building on Lot A.B.1, Sandon, in Poole's name,	2.50	
	To paid sheriff, balance of his fees,		33.45
	To our fee for making sale of Lot A.B.1, Sandon, from Pitts to you for \$50.00 ,	5.00	
	To prep. deed from Pitts to you	5.00	
	To attg on Pitts to have him sign same	1.00	
	" prep. application to register deed,	1.00	
	" attg to register same & paid	1.00	2.50
	registrar having requested certificate of title for purpose of completing reg.:		
	To attg on Pitts for same, when he stated he did not have it,	1.00	

Mar. 18 Not yet having found cert. of title:

Carried forward \$26.00 \$57.95

Brought forward\$26.00 \$57.95

Attg L.R.O. again, and searching re-
cords for trace of certificate, when
Registrar stated he would write to Land
Registry Office at Victoria re same.
(Certificate not yet found),

	<u>1.50</u>	
\$27.50		\$57.95
		<u>\$27.50</u>
		\$85.45

This is our account to date:

E. & G. E.

Welsch, B. C.

April 22nd, 1903.




J. M. HARRIS ESQ.,

SANDON, B. C.

IN ACCOUNT WITH TAYLOR & HANNINGTON & TAYLOR & O'SHEA.

STATEMENT OF ACCOUNT RE GENERAL MATTERS.

ACCOUNT OF TAYLOR & HANNINGTON.

1901.

Apr. 13 RE REBATED TAXES.

To letter to you, .50

To instructions re taxes, 2.00

To letter to Government re same, 1.00

To attg on Minister of Finance at Govt
Buildings at Victoria & fully discuss-
ing this matter with him & his deputy,
and arranging for payment, 10.00

Government not having made payment as
promises:

To our fee attg to matter, when rebate
finally allowed as to Sandon W. Works,
Hotel Peco, J.M. Harris and F.J. Kelly, 7.00

To letter to you re same, 1.00

RE SANDON INVESTMENT CO.

Apr. 1 To letter to you herein, 1.00

RE CONSOLIDATION OF COMPANIES:

To our fee for advice to you herein -
advising you to apply for special Act
of Parliament, 3.00

RE KIRLIN -vs- FISHER.

Aug. To letter to you re Macdonald's ltr.
to you, advising you not to admit lia-
bility & suggesting your reply to him, 1.00

Sept 4 To letter to you re execution & re
appeal &c. 1.00

RE MATTERS IN GENERAL:

Mar. 28 To paid exchange on your cheque for
\$200.00 received on account of costs
in general, .50

Oct. 10 To consultations with you all day as
to matters in general, 10.00
Carried forward \$37.50 .50

SWTC
10.75
21.23
H.H.L.
10.75

Brought forward \$37.50 .50

ACCOUNT OF TAYLOR & O'SHEA:

1902.

Feb. 4 RE LICENSE GEE - \$50.00
To written advice re license fee of
\$50.00 claimed by City of Sandoz &
your rights to sett off same against
your claim for water & r light, 10.00

Sub 48.00

Apr. 28 RE RECO MINING CO.
To letters to you re Reco water Rights
and Miner's certificate and advice re
same, 7.00

Nov. 28 RE MATTERS IN GENERAL:
To consult. with you all day (no charge) --

1903.
Apr. RE ARTHUR SETTLEMENT.
To our fee for many attendances on and
letters to Macdonald & Johnson, and to
Nuzum & Nuzum, Spokane, and letters to
you &c., also to Huff &c., and attg at
Court house making searches &c. re settle
-ment made in this matter, when we fin-
ally got same from Macdonald & Johnson,
and received shares out of court, our
fee -

15.00	
\$69.50	.50
	<u>\$69.50</u>
	\$70.00

Our Bill to date:

E. & O. R.

Nelson, B.C.

Mar. 20, 1903.

Taylor & O'Shea
Taylor & O'Shea

IN THE SUPREME COURT OF BRITISH COLUMBIA.

BETWEEN:

John Morgan Harris and Fred T. Kelly,

Plaintiffs,

-AND-

H. H. Pitts and William M. Stubbs,

Defendants,

I Allan Stubbs of the City of Sandon in the Province of British Columbia make oath and say:-

1. I am a clerk in the store of H. H. Pitts one of the above named defendants at Sandon B.C.
2. That the said defendant Pitts is now travelling in the East.
3. That the said defendant Pitts is the Registered owner of Lot A,Block one (I),a subdivision of District Lot four hundred and eighty two (482) Group one (I) Kootenay District. The said Lot being further known as the "Blue Jay" mineral claim,and the same constituting also a portion of the townsite of Sandon.
4. That the said Lot A,Block one (I) mentioned in this my affidavit and owned by the said defendant Pitts adjoins the side line of the said District Lot 482,and is adjoining the side line of Lot seven hundred and twenty seven (727) Known as the Loudon mineral claim,which is also a part of the townsite of Sandon and owned by the plaintiff Harris as I am informed and believe.
5. That when the surface of the said Loudon mineral claim was surveyed and laid off in lots a certain Street known as the Reco Street,thirty feet wide,was laid out on the same,which said Street ends or terminates at the side line of the said Loudon mineral claim and just in front of the said defendants Pitts building.

6. The said Lot A, hereinbefore mentioned is not on the Loudon mineral claim, nor does it touch in any part the said Reco Street as laid out on the map or plan of the said Loudon mineral claim, nor does the building erected by the said Pitts touch upon or encroach upon the said Reco Street as laid out through the Loudon mineral claim, nor would it encroach upon the continuation of the said Reco Street, as laid out if the same was continued on through the Blue Jay mineral claim.
7. That the said Pitts has been doing business on the said Lot A, for a period of three years, and was so doing business on the said Lot A, before the Reco Hotel property was purchased by the plaintiffs.
8. That the said building erected on the said Lot A in no way hinders traffic over the said Street, and in no way damages the Reco Hotel property as there are no buildings whatever on the said Reco Hotel property.
9. That I am informed and believe that the new Street known as Main Street will cut off the greater portion of the said Reco Hotel property, and the Canadian Pacific Railway Company are building a side track just adjoining the said property, so that in reality the said building of the said defendant Pitts in no way interferes with the said property.
10. That the building on the said Reco Hotel property recently destroyed by fire was I am informed and believe, some four or five feet on the street, so that in fact, and Main Street taken out of the property, and allowing space for the said Railway Track the said plaintiffs have a very little portion of land left which is not encroached upon or interfered with in any way by defendant Pitts building.
- II. That the said building on the said Lot A, is one of a series of the buildings all fronting the said Reco Hotel property, and all being adjoining buildings, the owners thereof having the walls in common.

- I2. That the said plaintiffs well knew the work of construction of a building on the said Lot A, by defendant Pitts was going on, but took no proceedings until it is now nearly completed, and if defendant is restrained from completing the said building he will suffer great and irreparable damages.
- I3. That the winter season is now coming on and the defendant Pitts is anxious to finish his store building for fall and winter trade as at present he has nothing but a tent in which to keep his stock and do business.
- I4. That if the completion of the said building is restrained the defendant Pitts will suffer great damage in loss of trade, and also great loss by damage to the stock, which cannot be properly taken care of in a tent at this time of year.

Sworn to at the City of Sandon)
in the Province of British
Columbia this 8th, day of
September A.D. 1900.

Before me.

"A.W. Stubbs"

Edw. Sandilands J.P.

Justices of the Peace in
and for the County of
Kootenai British Columbia

HARRIS VS. PITTS.

Judgment in an Interesting Suit Handed Down By Judge Irving.

The plaintiff in the action of Harris vs. Pitts has been awarded a verdict, judgment in the matter having been handed down by Mr. Justice Irving, the trial judge. The parties to the suit were J. M. Harris, proprietor of the hotel, the Reco mine and part of the Sandon townsite, and H. Pitts, mayor of the city. Mr. Pitts built a store which was alleged to occupy part of the street and to militate against the value of property owned by Mr. Harris on the opposite side of the thoroughfare. In his suit Mr. Harris sought to have the portion of the building on the street removed. The judgment is as follows:

"To entitle a private person to maintain an action for damage caused by that which is a public nuisance (such as the erection by the defendants of a house in the middle of a street plainly is) the damage must be particular, direct and substantial. The rule is founded on public policy to prevent an infinite multiplying of suits. The only question in this case is, Has the damage sustained by the plaintiff brought him within the rule?"

"In Becket vs. Midland Ry. Co. (1. r. 3 c. p.) as in this case, the thing complained of was the narrowing of the highway opposite the plaintiff's premises and thereby obstructing the free access thereto. This was held to be such a private and particular damage as would entitle to bring an action.

"The building is a permanent building and, if permitted to remain, will permanently narrow the roadway. It was established to my satisfaction that the erection of this obstruction substantially lessened the selling price or value of the plaintiff's property.

"I think he is entitled to the relief he prays with costs. (Signed)

"P. Æ. IRVING, J."

No.

H.6. 1900

IN THE SUPREME COURT OF
BRITISH COLUMBIA.

Harris
et al

vs.

Pitts
et al

O R D E R

Macdonald & Johnson,
SOLICITORS, ETC.

Nelson, B. C.

H.6.1900.

IN THE SUPREME COURT OF BRITISH COLUMBIA.

Between

John Morgan Harris and Fred T. Kelly,

Plaintiffs

And

H.H.Pitts and William M. Stubbs,

Defendants

The day of March 1901.

This action coming on for trial at Nelson, B.C. before the Honourable Mr Justice Irving on the 27th and 28th days of February 1901, in the presence of W.A. Macdonald, K.C., of Counsel for the Plaintiffs, and Mr J.H. Bowes and Mr F.L. Christie, of Counsel for the Defendants; upon hearing the witnesses for the Plaintiffs and the Defendants and upon hearing what was alleged by Counsel aforesaid; and this Court having been pleased to order that this case stand for judgment; and this Court having ordered that judgment be entered for the Plaintiffs as prayed for.

THIS COURT DOETH ORDER, ADJUDGE AND DECLARE as follows:-

1 LET THE DEFENDANTS forthwith tear down and remove so much of the building and premises as encroaches upon Reco Street, in the City of Sandon, British Columbia, Sub-division of Lot 482, Group 1, Kootenay District, British Columbia, according to the map or plan deposited in the Land Registry Office at Victoria B.C. and numbered 609, so as to leave the said Reco Street in the same condition as it was before the erection of Defendants' said building.

2 LET THE DEFENDANTS, their Agents, servants and workmen, be perpetually restrained and enjoined from erecting any building upon or in any way obstructing the said

Reco Street in the said City of Sandon.

3 And the operation of the injunction hereby awarded is to be suspended for the period of thirty days from the date of perfecting and entering this Order, and of the service of a copy thereof upon the Defendants' Solicitors.

4 The Defendants to pay the Plaintiffs' costs of action forthwith after taxation.

By the Court.

District Registrar.

Feb. 24th. 1908.

E. P. Davis, Esq. K.C.

Vancouver, B.C.

Dear Mr. Davis;

-Re Star Vs White.-

I appreciate your kind offer as well as your very great interest in this case, but Mr. Kelly and myself came to the conclusion some time ago that any delay in this case meant the same for us as its loss.

We find on summing up recently that we have paid out all told in this fight about \$47000.00 besides the great loss of time and energy on our part, which is no small item.

The opposition make their influence so strongly felt in outside matters pertaining to our varied business affairs that it is positively necessary that this case be finished up without any further delay.

If this case should be postponed to October and a proportionate time be consumed in finishing it up it will consume another two years and even though we should finally succeed the uncollectable expense would be so great that we would win an empty sack when finally finished.

Not only is there a reasonable time a lawsuit should last but there is a limit to the time a client can stand up under one, drawn out as this has been drawn out.

Although my attorneys have been unequal *to* the wiles and tricks of the other side, engineered by a man like Byron N. White, yet I believe Mr. Taylor understands the conditions as well as our position and will be able to finish the case in a reasonable time and thus protect us as well as our attorneys in their fees.

I hope you will agree with me that the position we take is both necessary and just.

Yours very truly,



THE RECO
MINING AND MILLING CO.
LIMITED LIABILITY.

SANDON
WATERWORKS & LIGHT CO
CAPITAL STOCK
\$ 50,000.

Sandon B.C. Jan 20th 1908

E. P. Davis, Esq., K.C.

Vancouver, B.C.

Dear Sir:

Re Star vs White

I did not receive your first letter until my return from the coast, some ten days after its receipt at the office, and the other one on my return from the mine yesterday, hence the delay.

This fight with the White Co has been going on nine years, and it has been in the courts seven years; an unreasonably long time from my point of view, and the Whites say they will keep it in the courts four years longer at least. And all the time it is pinching us more and more in a financial way.

Any delay of any nature is just what they want, and I am most positive it would be against our interests, and ~~it~~ ^{delay} is one thing I have ~~thought~~ ^{opposed} from the beginning of this case.

Of course I would not expect you to neglect your other cases which require your presence in England, but at the same time it does not seem necessary to dispense with your services, as you suggest in your letter, as we may require them before the case is finished, in which case Mr. Taylor will notify you.

But at the same ^{time} our finances are in such a state that it was necessary to request of Mr. Taylor that he create no expense that we ~~can~~ ^{possibly} get along without and especially in the way of expensive prominent Counsel to assist in the higher Courts of which we had ^{retained} ~~engaged~~ one other besides yourself in the earliest stage of this case.

Of course I feel thankful to ^{our} ~~my~~ attorney for bringing the



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Case to its present favorable state, and we should all feel flattered over the ^{judgment} decision of the full court, but I can conceive of no cause that would, ^{summit} myself or my attorneys in ^{to consent} consenting to any further delay in winding this case up in a regular & complete way.

If I remember correctly I did at an early stage of this case pay two different law firms for an opinion as to the other side disposing of their mineral claims in such a way as to prevent the collection of a judgment should we succeed; and their opinion was that it could not possibly be done, and if ^{true} ~~it~~ there can be no possible objection in accepting their title deeds as security and I don't think any court would accept them without the consent of our own attorneys. They should be required to put up a good safe security thereby shutting off any possible chance of another case at hand to collect which we would certainly have if the title deeds were accepted. Mineral claims are always of a questionable character as to value.

As to cleaning out the stopes ~~you remember they were all blocked that situation could not even see them get into once important stopes consequently could not testify about it~~ they should have been ^{done} made so that a long time ago so we could see the extent of their mining on our ground, and ~~they were not able to testify but the matter at the time~~ giving ^{myself} the value of the information, ~~and our witnesses~~ I presume both Mr. Taylor & yourself will agree with me on the question of delay if you understand our position.

Yours sincerely J. M. Harris



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\$ 50,000.

Sandon, B.C. Feb 24th 1908

E. P. Davis, Esqr. S.B.
Vancouver, B.C.

Dear Mr. Davis. —

Re Star vs White

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We find on summing up recently that we have paid out all told in this fight about \$47000 besides the great loss of time and energy on our part, which is no small item.

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Although my attorneys have been unequal to the wiles and tricks of the other side engineered by a man like Byron W White yet I believe Mr. Taylor understands the conditions as well as our position and will be able to finish the case in a reasonable time and thus protect us as well as our attorneys in their fees.

I hope you will agree with me that the position we take is both necessary and just

Yours Very Truly
J. M. Harris



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 \$ 50,000.

Sandon, B.C. July 8th 1908.

S. S. Taylor, Esq., K.C.
 Nelson, B.C.

Copy

Dear Mr. Taylor. I visited the stapes in Star mine yesterday in company with O. White. Nothing has been done in the mine as far as I could see since I was there last in company with you.

Mr. White stated that they would clean them out when they ^{were made} ~~had~~ to of course but said Mr. Linnie said there was no rush about it and he seemed to act as if he had had our permission to delay the game. I told him that I was up for the purpose of seeing if he had carried out our order.

He said that he thought the only thing for us to do even now was to get together and settle the matter ourselves or it must wait ^{possibly} ~~be~~ at least until most of us had passed into the other world.

I enclose you copy of the notice served on him some time ago.

Let me know the condition of the case bill that is or was being collected or settled at the coast. I would like a copy of it.

My advisers insist that I will lose this case yet unless I get Davis back in the case and that you both work in harmony in the matter; that I will need all the influence and prestige of all my attorneys at Ottawa more than ever before. I hope I will not be thrown in the position of having to consider any of their propositions of settlement as the strain and effort of trying to keep our heads above water during all this delay has been more than most any one can stand.

Yours truly
 J. M. Harris



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WATERWORKS & LIGHT CO
CAPITAL STOCK
\$ 50,000.

Sandon, B.C. July 16th 1908.

S. J. Taylor, Esq. K.C.,

Nelson, B.C.

Dear Sir:

Re Star vs White

In reply to yours of the 13th. I expected a more complete answer to my letter that I might get a better idea as to the condition of this case and where I stood in it.

There can be no doubt but that you are in the best position to fight the case through, and thoroughly capable and I would prefer that you alone should do it.

But I cannot for the life of me understand why you should sit idly by and let these people ignore that notice to clean slopes, or why you should permit them to take this case to appeal without some effort at making them put up bonds, surely no such thing was ever permitted before in a case of this kind.

When we discussed the matter at Victoria it was understood that a large bond would be expected and you said you would not assist them to appeal, the next thing I learn and not from you when I should have gotten it first, is that you had assisted them in the matter and only nominal bonds would be given.

I am satisfied they would not have appealed, if steps had been taken to make them give sufficient bonds.

And that cost bill, which I requested some information on, and did not get. Surely I have the right to this information I am the one who gains or loses by its collection, not you



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It has been ~~over~~ eight months since the decision was given and as far as I know nothing definite has been done in this case and no assurance from you as to what would be done.

You know, as well as I do, the great injury & cost the delays and arguments with the opposing counsel has caused us before Davis went out of the case, but the delay and conditions, since the decision by the full court, has given us more grave cause for worry and doubt as to the result of this case than anything before.

I know you have been very busy, that much of your time has been taken up in other business, I expected it would be and I could not expect you to devote your entire time to this case.

I know that a client must have confidence in his attorney and that client and attorney should work in perfect harmony and that certain rights are due to each from the other and that I may not know just what they are, but I am quite sure that an attorney should not take any steps that might cause a client loss or injury without consulting him, which has been done so many times in this case.

I am trying to be frank and just in this matter as the result be what it will. I want you to know that my partners and myself are dissatisfied with some of these conditions. That is why I went to the parties who had fought many suits successfully of this kind, who had before and could give me valuable advice, and it was their advice that I wrote to you.

Such apparent little things as cleaning stops & cost bills there may be a very little difference from your point of view whether they were attended to now or after the final decision. ^{from our point of view it may mean everything to us.} ^{which it does in this case.} That is why you should consider ^{our position} ~~as more than~~ your own opinion in matters of this kind.

Yours truly J. M. Harris

J. M. HARRIS, PRES

F. T. KELLY, SEC.

J. M. HARRIS
INVESTMENTS & CO.



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WATERWORKS & LIGHT CO
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\$ 50,000.

Sandon, B.C. 7/16 1908

P.S.

Our whole kick can be summed up in the few words "clients and attorney should, upon all important steps contemplated, likely to affect ^{the} case, agree upon beforehand" then there would be no cause for dissatisfaction or complaint. If it had been done in our case many of the mistakes could have been avoided and I believe the suit would have been successfully finished many years ago.