

# In the Privy Council.

No. 89 of 1913.

## On Appeal from the Supreme Court of British Columbia.

BETWEEN

THE JOHN DEERE PLOW COMPANY, LIMITED  
(Defendant) Appellant,

AND

THEODORE F. WHARTON - - - - (Plaintiff) Respondent.

AND BETWEEN

THE JOHN DEERE PLOW COMPANY, LIMITED  
(Plaintiff) Appellant,

AND

GARNET W. DUCK - - - - (Defendant) Respondent,  
(Consolidated by Order.)

## RECORD OF PROCEEDINGS.

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# In the Privy Council.

No. 89 of 1913.

## ON APPEAL FROM THE SUPREME COURT OF BRITISH COLUMBIA.

BETWEEN

THE JOHN DEERE PLOW COMPANY, LIMITED - (*Defendant*),  
Appellant,

AND

10 THEODORE F. WHARTON - - - - - (*Plaintiff*),  
Respondent.

AND BETWEEN

THE JOHN DEERE PLOW COMPANY, LIMITED - (*Plaintiff*),  
Appellant,

AND

GARNET W. DUCK - - - - - (*Defendant*),  
Respondent.

(Consolidated by Order).

## RECORD OF PROCEEDINGS.

No. 1.

W. 1117/13.

In the Supreme Court of British Columbia.

Between

Theodore F. Wharton - - - - - Plaintiff,

and

The John Deere Plow Company, Limited - - - - - Defendant.

Writ issued May 16th, 1913.

(Endorsement.)

RECORD

In the  
Supreme  
Court of  
British  
Columbia

No. 1  
Endorsement  
on Writ,  
16th May, 1913

30 The Plaintiff's claim is as a shareholder of the Defendant Company  
for an injunction restraining the Defendant Company or its directors,  
agents or representatives from continuing to carry on business in the  
Province of British Columbia, and from expending moneys, the assets of  
the Company, in connection with such business carried on in the said  
Province of British Columbia.

RECORD

No. 2.

In the  
Supreme  
Court of  
British  
Columbia

In the Supreme Court of British Columbia.

Between

No. 2  
Statement of  
Claim, 16th  
May, 1913

Theodore F. Wharton - - - - - Plaintiff,  
and

The John Deere Plow Company, Limited - - - - - Defendant.

Writ issued the 16th day of May, 1913.

## Statement of Claim.

1. The Plaintiff is a manufacturer residing in Moline, in the State of Illinois, one of the United States of America. 10
2. The Defendant is a Company incorporated under the Companies Act of Canada with head office at Winnipeg, in the Province of Manitoba.
3. The Plaintiff is a shareholder of the Defendant Company.
4. The Defendant Company is not licensed to carry on business in British Columbia as required by Part VI. of the Companies Act of British Columbia.
5. The Defendant has been and is carrying on a part of its business in the Province of British Columbia, that is to say, the Defendant has been selling agricultural machinery in the Province of British Columbia through persons residing and carrying on business in the Province of British Columbia and acting as the agents of the Defendant, the said carrying on of business being illegal and contrary to the provisions of the said Part VI. of the Companies Act of British Columbia. 20
6. The Defendant Company in so carrying on business in British Columbia is liable under the said Part VI. of the Companies Act of British Columbia to penalties of \$50.00 per day for every day upon which it so carries on business, and the Defendant is precluded in the absence of a license as aforesaid from maintaining any action, suit or other proceeding in any Court in British Columbia in respect of any contract made in whole or in part within British Columbia in the course of or in connection with business so carried on contrary to the said Part VI. of the Companies Act. 30
7. The Plaintiff as a shareholder in the Defendant Company is in danger of suffering loss and damage by reason of the said penalties and by reason of the incapacity of the Defendant to maintain actions as aforesaid.
8. The Defendant, though notified by the Plaintiff to refrain from so doing, intends, unless restrained from so doing, to continue carrying on business contrary to the provisions of the said Part VI. of the Companies Act of British Columbia.

9. The Plaintiff claims an injunction restraining the Defendant and its directors, agents and representatives from continuing to carry on business as aforesaid in the Province of British Columbia, and from expending moneys, the assets of the Defendant Company, in and in connection with business so carried on in the said Province.

RECORD

In the  
Supreme  
Court of  
British  
Columbia

No. 2  
Statement of  
Claim, 16th  
May, 1913  
continued

Place of trial, Vancouver, B.C.

Delivered this 16th day of May, 1913, by Messrs. McPhillips and Wood, whose place of business and address for service is Rooms 59-64, Davis Chambers, 615, Hastings Street West, Vancouver, B.C.,  
10 Solicitors for the Plaintiff.

No. 3.

No. 3  
Statement of  
Defence, 19th  
May, 1913

1117/13.

In the Supreme Court of British Columbia.

Between

Theodore F. Wharton - - - - - Plaintiff,

and

The John Deere Plow Company, Limited - - - - - Defendant.

### Statement of Defence.

1. The Defendant admits the statements in paragraphs 1, 2, 3 and  
20 4 of the Statement of Claim.

2. The Defendant Company says that it is duly authorised and empowered, under the provisions of the Letters Patent incorporating it and under the provisions of the Companies Act of Canada, to carry on throughout Canada the business of dealers in agricultural implements, carriages, wagons and machinery and a general agency, commission and mercantile business.

3. The Defendant Company applied to the Registrar of Companies of the Province of British Columbia for a license under Part VI. of the Companies Act of British Columbia in accordance with the provisions of

RECORD  
—  
In the  
Supreme  
Court of  
British  
Columbia  
—  
No. 3  
Statement of  
Defence, 19th  
May, 1913  
continued

the said Part VI., and tendered payment of fees in accordance with the said Part VI.; but the said Registrar of Companies refused to issue the license to the said Defendant Company.

4. The Defendant pleads that the provisions of Part VI. of the Companies Act of British Columbia are, in so far as they purport to prevent the Plaintiff from carrying on business in the Province of British Columbia in accordance with the Letters Patent of the Company and the Companies Act of Canada, *ultra vires* of the Legislature of the Province of British Columbia and of no force or effect.

Delivered this 19th day of May, 1913.

10

A. J. Kitto,  
Solicitor for the Defendant.

To the Plaintiff,  
And to Messrs. McPhillips & Wood,  
his Solicitors.

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No. 4.

W. 1117/13.

In the Supreme Court of British Columbia.

Between

Theodore F. Wharton - - - - - Plaintiff, 20

and

The John Deere Plow Company, Limited - - - - - Defendant.

Reply and Joinder of Issue.

1. The Plaintiff admits the allegations of fact contained in paragraph 3 of the Statement of Defence.

2. As to the rest of the Statement of Defence the Plaintiff says that he joins issue.

Delivered this 19th day of May, 1913, by Messrs. McPhillips and Wood, whose place of business and address for service is Rooms 59-64, Davis Chambers, 615, Hastings Street West, Vancouver, B.C., 30 Solicitors for the Plaintiff.

To the Defendant,

And to Messrs. Tupper, Kitto & Wightman,  
its Solicitors.

No. 4  
Reply and  
Joinder of  
Issue, 19th  
May, 1913

No. 5.

W. 1117/13.

In the Supreme Court of British Columbia.

Between

Theodore F. Wharton - - - - - Plaintiff,  
 and  
 The John Deere Plow Company, Limited - - - - - Defendant.

Before the Honourable Mr. Justice Gregory.

Monday, the 26th day of May, 1913.

RECORD

In the  
 Supreme  
 Court of  
 British  
 Columbia

No. 5  
 Judgment,  
 26th May,  
 1913

10 The motion for final judgment herein coming on for hearing this day in pursuance of the Order of this Court, dated the 21st day of May, 1913, and notice thereof having been duly given to the Honourable the Attorney-General of this Province and he not appearing: Upon hearing read the pleadings herein and the Patent of Incorporation of the Defendant Company under the Companies Act of the Dominion of Canada, dated the 4th day of December, 1907 (being Exhibit 1 in John Deere Plow Company, Limited v. Joseph Merritt Agnew, in this Court, D. 362/13; And upon hearing Mr. H. S. Wood of Counsel for the Plaintiff, and Sir Charles Hibbert Tupper, K.C., of Counsel for the Defendant:

20 This Court doth order that the Defendant, its directors, agents and representatives, be restrained from carrying on or continuing to carry on its business in the Province of British Columbia, and from expending moneys in and in connection with the said business so carried on in the said Province until the said company shall have become licensed in pursuance of Part VI. of the Companies Act, being Chapter 39 of the Revised Statutes of British Columbia, 1911.

And this Court doth further order that the Defendant do pay to the Plaintiff the costs of this Action to be taxed.

By the Court,

30 A. B. Pottenger,  
 District Registrar.

O.K.  
 C.H.T.  
 A.B.P.  
 D.R.  
 D.M.J.  
 for  
 F.B.G.J.

40 Entered  
 June 5, 1913,  
 Vol. 8, page 40.  
 Per R.M.P.

Seal.  
 S.C. of B.C.

Vancouver,  
 June 5, 1913.  
 Registry.

RECORD

In the  
Supreme  
Court of  
British  
Columbia

No. 6.

D. 1152/13.

No. 6  
Endorsement  
on Writ, 20th  
May, 1913

In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - - Plaintiff,  
and  
Garnet W. Duck - - - Defendant.

Writ issued 20th day of May, 1913.

The Plaintiff claims the sum of \$5,181.45 for the price of goods sold and delivered by the Plaintiff to the Defendant at his request. 10

And the Plaintiff also claims against the Defendant as drawer of a cheque for \$1,036.29 dated the 19th November, 1912, drawn upon the Bank of Ottawa, at Vancouver, payable to the Plaintiff and delivered by the Defendant to the Plaintiff, which said cheque was duly presented for payment and was dishonored, and although the Defendant had due notice thereof he did not pay the said cheque.

## Particulars.

1912.		\$	\$	
November 19.	10 Dump Carts - - - @	54.75	547.00	
	12 \$5 Fleury Barrows - - @	5.00	60.00	20
	1 #10 Monitor Grader Plow - @	28.95	28.95	
	2 #12 Monitor Grader Plow - @	31.10	62.20	
	4 #2 K. & J. Wheel Scrapers - @	60.80	243.20	
	3 Western Standard Elev. Graders @	1,413.20	4,239.60	
			<u>\$5,181.45</u>	
November 19.	To amount of Defendant's dishonored cheque - - -		1,036.29	
	Costs of Protest - - -		2.55	
			<u>\$6,220.29</u>	30

Place of Trial—Vancouver, B.C.

Delivered this 20th day of May, 1913.

A. J. Kitto,  
Plaintiff's Solicitor.

The Plaintiff further claims interest on the said sum of \$1,036.29 from the 19th day of November, 1912, at the rate of 5 per cent. per annum until payment or Judgment.

In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - - Plaintiff,

and

Garnet W. Duck - - - - - Defendant.

Statement of Claim.

1. The Plaintiff is a company duly incorporated by letters patent  
10 issued by the Secretary of State of Canada under the authority of the  
Companies Act of Canada.

2. The head office of the Plaintiff Company is at Winnipeg, in the  
Province of Manitoba.

3. The Defendant is a merchant residing and carrying on business  
at Vancouver, in the Province of British Columbia.

4. By an order dated the 19th November, 1912, the Defendant  
ordered from the Plaintiff certain goods, as hereinafter specified, to be  
shipped immediately to the Defendant f.o.b. Vancouver, B.C.

5. In connection with the order the Defendant gave to the Plaintiff  
20 a cheque for \$1,036.29, dated the 19th November, 1912, drawn by the  
Defendant upon the Bank of Ottawa at Vancouver, B.C., in favour of the  
Plaintiff, the amount of the said cheque being 20 per cent. of the  
purchase price of the said goods hereinafter specified.

6. The goods hereinbefore mentioned and referred to are as follows :

		\$	\$
10	Dump Carts - - - - - @	54.75	547.50
12	\$5 Fleury Barrows - - - - - @	5.00	60.00
	1 #10 Monitor Grader Plow - - - - - @	28.95	28.95
	2 #12 Monitor Grader Plow - - - - - @	31.10	62.20
	4 #2 K. & J. Wheel Scrapers - - - - - @	60.80	243.20
30	3 Western Standard Elev. Graders - @	1,413.20	4,239.60
			<hr/>
			\$5,181.45

RECORD

In the  
Supreme  
Court of  
British  
Columbia

No. 7  
Statement of  
Claim, 20th  
May, 1913



## RECORD

In the  
Supreme  
Court of  
British  
Columbia  
—  
No. 7  
Statement of  
Claim, 20th  
May, 1913  
*continued*

7. The said order of the Defendant was duly accepted by the Plaintiff, and goods in accordance with the said order, as hereinbefore specified, were appropriated and set aside by the Plaintiff for the Defendant, and the Defendant was duly advised that said goods had been so set aside and appropriated, and would be loaded for shipment as soon as car could be placed.

8. The Defendant has refused and still refuses to accept and pay for the said goods though notified by the Plaintiff that the said goods were being held subject to his order.

9. The Plaintiff therefore claims:—

10

(A) Judgment upon the said cheque for the sum of \$1,036.29, together with the costs of protest, \$2.55 and interest at the rate of five per cent. on the said sum of \$1,036.29 from the 19th November, 1912.

(B) Judgment for the balance of the purchase price of the said goods above-mentioned, namely, \$3,145.16.

(C) In the alternative of (a) and (b) Judgment for \$5,184 by way of damages for breach of contract to accept delivery of the said goods.

(D) The costs of this action.

20

(E) Such further and other relief as to the Court may seem meet.

10. Place of trial, Vancouver, B.C.

A. J. Kitto,

Solicitor for Plaintiff.

Filed and delivered this 20th day of May, 1913, by A. J. Kitto, of the firm of Tupper, Kitto & Wightman, whose place of business and address for service is 408, Hastings Street West, Vancouver, B.C.

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## In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - - - Plaintiff,

and

Garnet W. Duck - - - - - Defendant.

## Statement of Defence.

RECORD

In the  
Supreme  
Court of  
British  
ColumbiaNo. 8  
Statement of  
Defence, 21st  
May, 1913

1. The Defendant says that before the goods mentioned in the  
10 Statement of Claim were shipped to the Defendant or appropriated to  
him, he, the said Defendant, cancelled his order for the said goods by  
telegram, dated December 5th.

2. The Defendant further says that the title to and property in  
the said goods did not pass to the Defendant, and that the Plaintiff has  
suffered no damage by reason of the cancellation of the said order.

3. The Defendant also says that the transaction mentioned in the  
Statement of Claim was negotiated and conducted through one,  
E. H. King, a merchant, residing and carrying on business in the City of  
Vancouver, in the Province of British Columbia, and that the said  
20 E. H. King was acting for and on behalf of the Plaintiff in connection with  
the said transaction.

4. The Defendant also says that the Plaintiff has in various parts of  
the Province of British Columbia, since the enactment of Part VI. of the  
Companies Act of British Columbia, negotiated and consummated sales of  
farm implements and machinery and other goods through persons  
resident in the Province of British Columbia acting for and on behalf of  
the Plaintiff, and that the Plaintiff Company is and has been carrying on  
a part of its business in the Province of British Columbia within the  
meaning of Sections 139, 167 and 168 of the Companies Act of British  
30 Columbia (R.S.B.C. chap. 39).

5. The Plaintiff is not licensed or registered as required by Part VI.  
of the Companies Act of British Columbia.

6. The Defendant says that the order referred to in the Statement  
of Claim was taken by the said E. H. King in the course of and in connec-  
tion with a business transaction contrary to the requirement of the said  
Part VI. of the Companies Act, and that the Plaintiff is precluded by  
Section 168 of the said Act from maintaining this action.

Delivered this 21st day of May, 1913, by Messrs. McPhillips  
and Wood, whose place of business and address for service is Room  
40 59-64, Davis Chambers, 615, Hastings Street West, Vancouver, B.C.,  
Solicitors for the Defendant.

## RECORD

In the  
Supreme  
Court of  
British  
Columbia

No. 9  
Reply,  
May, 1913

No. 9.

D. 1152/13.

In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - - - Plaintiff,

and

Garnet W. Duck - - - - - Defendant.

Reply.

1. The Plaintiff says that under the terms of the contract between the Plaintiff and the Defendant the order for the goods in question in this 10 action was not to be subject to cancellation, and that the Defendant was required to give his cheque for a portion of the purchase-money to bind the bargain, and that the cheque for \$1,036.29, mentioned in the Statement of Claim, was so given by way of binding the bargain, and that under the terms of the contract goods in accordance with the order were to be set aside and appropriated to the Defendant and to become the property of the Defendant.

2. The Plaintiff denies the statement of paragraph 2 of the Statement of Defence, and says on the contrary that under the terms of the contract between the Plaintiff and the Defendant goods in accordance 20 with the order were to be set aside and appropriated to the Defendant and to become the property of the Defendant, and that the goods were so set aside for the Defendant, and that the contract in question was made near the close of the ordinary season for sale of such goods, and that the holding over, unsold, of the goods in question by the Defendant would have involved loss and damage to the Plaintiff, and that the Defendant well understood that under the contract the goods were to become the property of the Defendant upon the receipt of the order at Winnipeg, and the setting aside of the goods in question.

3. The Plaintiff admits the statements of fact set out in paragraphs 3 30 and 4 of the Statement of Defence.

4. The Plaintiff says that its charter, together with the provisions of the Companies Act of Canada, authorise and empower it to carry on throughout Canada the business of dealers in agricultural implements, carriages, wagons and machinery and a general agency, commission and mercantile business, and that the provisions of Part VI. of the Companies Act of British Columbia, in so far as they purport to prevent the Plaintiff from carrying on such business in the Province of British Columbia, and from maintaining this action, are *ultra vires*, and of no force or effect.

40

A. J. Kitto,  
Solicitor for Plaintiff,

\*sic

Filed and delivered this \*20th day of May, 1913, by A. J. Kitto, of the firm of Tupper, Kitto & Wightman, whose place of business and address for service is 408, Hastings Street West, Vancouver, B.C.

No. 10

D. 1152/13.

In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - Plaintiff,

and

Garnet W. Duck - - - - - Defendant.

Before the Honourable Mr. Justice Gregory.

Wednesday, the 28th day of May, 1913.

10 Upon motion for final judgment made on the 26th day of May, 1913,  
 unto this Honourable Court pursuant to the Order of the 21st day of May,  
 1913, and notice thereof having been given to the Honourable the  
 Attorney-General for this Province and he not appearing; Upon hearing  
 Sir Charles Hibbert Tupper, K.C., of Counsel for the Plaintiff, and Mr.  
 Herbert S. Wood, of Counsel for the Defendant; And upon hearing read  
 the pleadings in this action and the notice to admit certain documents as  
 evidence dated the 21st day of May, 1913, and the admission thereof  
 signed by the Solicitors for the Defendant, and the several documents  
 therein referred to, this Court did order that this action should stand for  
 20 final judgment, and the same coming on this day for judgment in the  
 presence of Counsel aforesaid.

This Court doth order and adjudge that this action be, and the same  
 is hereby dismissed with costs to be taxed.

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 No. 11.

The Supreme Court of British Columbia.

John Deere Plow Company

v.

Duck.

On examining the pleadings herein, it seems to me that the only point  
 of law distinctly raised is the one already disposed of by the *pro forma*  
 30 judgment, and the motion is for judgment "on the point of law raised by  
 the pleadings."

RECORD

 In the  
 Supreme  
 Court of  
 British  
 Columbia

 No. 10  
 Judgment,  
 28th May,  
 1913

 No. 11  
 Reasons for  
 Judgment of  
 Hon. Mr.  
 Justice  
 Gregory, 28th  
 May, 1913

## RECORD

—  
In the  
Supreme  
Court of  
British  
Columbia

—  
No. 11  
Reasons for  
Judgment  
of Hon. Mr.  
Justice  
Gregory,  
28th May,  
1913  
*continued*

There is no admission that the transaction referred to is an isolated one, and paragraph 4 of the Defence sets up that Plaintiff has been carrying on business in various parts of the Province contrary to Part VI. of the Company Act.

Aside from this, there does not appear to be any agreement as to the nature of the payment of the sum of \$1,036.29. The liability to pay may easily depend upon whether the order was or was not subject to cancellation.

In these circumstances I cannot make any further order than that already made.

(Sgd.) F. B. Gregory.

10

Vancouver, B.C.,  
28th May, 1913.

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No. 12.

D. 1152/13.

No. 12  
Consent  
statement,  
30th July,  
1913

In the Supreme Court of British Columbia.

Between

The John Deere Plow Company, Limited - - - - Plaintiff,

and

Garnet W. Duck - - - - - Defendant. 20

It having been brought to our notice that in the Reasons for Judgment, dated May 28th, 1913, the Honourable Mr. Justice Gregory makes reference to an "Order" as already made, whereas in fact, no order in this action had yet been made. "The one already" made and the "*pro forma* judgment" apply to the case of Wharton v. John Deere Plow Company, in which he, on the argument shortly before this case decided that the provisions in the Companies Act, Part VI., were *intra vires* of the legislature of the Province of British Columbia, being bound as he said by the decisions of the Supreme Court of this Province. No Reasons for Judgment were filed nor put in writing in the case of Wharton v. John Deere Plow Company.

In this case of John Deere Plow Company v. Duck, on the argument the Judge expressed the opinion that as to the constitutional question, he, of course, would decide in favour of the Defendant, and his judgment was reserved only for the purpose of considering the other points dealt with in the Reasons for Judgment.

Dated at Vancouver, B.C., this 30th day of July, 1913.

(Sgd.) Charles Hibbert Tupper,  
Of Counsel for the Plaintiff.

(Sgd.) Herbert S. Wood,  
Of Counsel for the Defendant.

## Extract from His Majesty's Order Granting Special Leave to Appeal.

At the Court at Buckingham Palace.

The 12th day of August, 1913.

x            x            x            x            x            x

Whereas there was this day read at the Board a Report from the Judicial Committee of the Privy Council, dated the 22nd day of July, 1913, in the words following, viz. :—

10            x            x            x            x            x            x

“The Lords of the Committee in obedience to His late Majesty's said Order in Council have taken the said humble Petitions into consideration, and having heard Counsel in support thereof their Lordships do this day agree humbly to report to Your Majesty as their opinion (1) That leave ought to be granted to the Petitioners to enter and prosecute their Appeals against the Judgments of the Supreme Court of British Columbia respectively dated the 26th and 28th days of May 1913 upon depositing in the Registry of the Privy Council the sum of £300 as security for costs (2) That the proper Officer of the said Supreme Court ought to be  
20 directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under the seal of the said Supreme Court of the Records proper to be laid before Your Majesty on the hearing of the Appeals upon payment by the Petitioners of the usual fees for the same (3) That the said Appeals ought to be consolidated and heard together and (4) That a copy of Your Majesty's Order herein ought to be served upon the Attorneys-General of the Dominion of Canada and of the Provinces of British Columbia Manitoba Alberta and Saskatchewan respectively and that leave ought to be granted to them to intervene in the said Appeals and to lodge printed Cases should they desire so  
30 to do.”

His Majesty having taken the said Report into consideration was pleased by and with the advice of His Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution.

Whereof the Lieutenant-Governor of the Province of British Columbia for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

Almeric Fitzroy.

RECORD  
—  
In the Privy  
Council  
—  
No. 13  
Extract from  
His Majesty's  
Order granting  
special leave  
to Appeal,  
12th August,  
1913

In the Privy Council.

No. 89 of 1913.

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*On Appeal from the Supreme Court of British  
Columbia.*

BETWEEN

THE JOHN DEERE PLOW COMPANY,  
LIMITED - (*Defendant*) *Appellant*,

AND

THEODORE F. WHARTON  
(*Plaintiff*) *Respondent*.

AND BETWEEN

THE JOHN DEERE PLOW COMPANY,  
LIMITED - (*Plaintiff*) *Appellant*,

AND

GARNET W. DUCK (*Defendant*) *Respondent*.

(Consolidated by Order.)

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## RECORD OF PROCEEDINGS.

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LAWRENCE JONES & CO.,  
4, St. Mary Axe, E.C.,  
*Solicitors for Appellants.*

LINKLATER, ADDISON & BROWN.  
2, Bond Court, Walbrook, E.C.,  
*Solicitors for Respondents.*

GARD, ROOK & CO.,  
2, Gresham Buildings,  
Easinghall Street, E.C.,  
*Solicitors for the Att.-Gen. of British Columbia.*