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27TH YEAR PROI SENATE P O 14th winds: fine FOURTEEN PAGES—SATURDAY MORNING, AUGUST 10, 1907—FOURTEEN PAGES.

SENECA TO BE WEIGHED TO-DAY JARVIS PROTESTS LINES OF DEFENDER WILL RACE IF SHE CAN QUALIFY

Unexpected Turn to International Yacht Contests, When Herreshoff Defender Fails to Agree With Stipulation Measurements.

JARVIS SAYS THE ADELE CAN LEAD IN LIGHT AIRS

ROCHESTER, N.Y., Aug. 9.—(Special.)—Until a late hour to-night it looked as if there would be no race in the Canada Cup series to-morrow.

The trouble, which arose four days ago over the measurements clause of the universal sailing rules, culminated to-day in an absolute deadlock, the Canadian yachtsmen absolutely refusing to compete in the race unless the rules were strictly adhered to.

The rock on which the Rochester Yacht Club split was rule 12, which stipulates that each club shall submit to some person mutually agreed upon by each competing party, a plan of their representative yacht on which shall be lines from which calculations of her displacement can be made and a measurement of her taken.

This design must be certified as being correct by her designer and the referee's report made from this design shall be final.

Herreshoff, who always builds by model, had not submitted his designs in accordance with this regulation and refused to hand them over to the referees, asking that his name word as to Seneca's displacement be accepted in lieu thereof.

The Canadians refused to agree to this, and Commodore Eitchard declared that the regulations should in no wise be departed from. For a while it looked as if the conference of both parties was called.

From noon to-day until well on to midnight they were in session, and the results of their deliberations were anxiously awaited. Commodore Jarvis of the Royal Canadian Yacht Club and Commodore Eitchard of the Rochester Yacht Club were leaders in the discussion.

The solution of the difficulty came through a suggestion of Judge Cromwell of the New York Yacht Club that, as an alternative, Seneca should be weighed. This was agreed upon, and to-morrow morning the defender is to be lifted from the water and conveyed to the Charlottetown wharves, where she will be placed on the scales.

Considerable change has also to be made in her hull, which will be cut down six inches, and her gaff and boom have to be shortened.

It is not expected that these alterations will occupy very much time, the serious operation being the unshipping of spars and rigging for the weighing operations.

The Canadian yachtmen decided to withdraw their protest, and if it is shown that Seneca is within the regulations, the races will commence to-morrow morning. Commodore Jarvis has great faith in Adele's sailing qualities, as compared with Seneca. He is confident that the challenger is the better boat in moderate winds, and thinks that with a heavy blow the races will be very close.

(By Associated Press.)
ROCHESTER, Aug. 9.—A serious disagreement has taken place between the Rochester Yacht Club and the Royal Canadian Yacht Club, who yachts, the Seneca and Adele, respectively, were to have raced to-morrow in the first of a series of five races for the possession of the Canada Cup.

The Royal Canadian Yacht Club has an official demand for the forfeiture of the Canada Cup, on the ground that the defender, the Seneca, is over the terms of the agreement in furnishing the measurements of the plans of the Rochester Yacht Club and that the Rochester Yacht Club has not fulfilled the terms of the agreement in furnishing the Canadian plans of the Seneca.

These plans should have been furnished to the Royal Canadian Yacht Club four days ago, when the plans of the challenger, the Adele, were handed over to the Rochester Yacht Club.

It is said there is no question that the terms of the agreement entered into by the respective yachting organizations have been violated by the Rochester Yacht Club, and that technically the cup has been forfeited. Any race that may be sailed will be by courtesy of the Royal Canadian Yacht Club and under an agreement other than that entered into for the Canada Cup races.

Bitter Discussion.
All the afternoon and evening the members of both clubs have been holding conferences in an attempt to reach some middle ground upon which some kind of a race may be pulled off.

The Canadians, however, held firm to their original position, that the Seneca was over her measurement and could not qualify for the cup contest class.

They openly charged that the Rochester Yacht Club knew all along that the Seneca was not eligible, and

Continued on Page 7.

CUP CONTESTS.

1896—Canada (R.C.Y.C.) defeated Vencador (Lincoln Park Y. C., Chicago), at Toledo, Ohio, Aug. 24, 25, 26, winning a prize of \$100 and the Canada Cup.
1897—Seneca (Rochester Y. C.) defeated Beaver (R.C.Y.C.), at Toronto, Aug. 21, 22, 23.
1898—Invader (R.C.Y.C.) defeated Cadillac (Detroit Y. C.), at Chicago, in the second, third and fourth races. Cadillac having won the first, and Invader winning the third race on a foul, Aug. 12, 13, 14.
1899—Irondequoit (Rochester Y. C.) defeated Strathcona (R.C.Y.C.), at Toronto, in third, fourth and fifth race, Strathcona having won the first two; Aug. 8, 9, 10, 11, 12, 13.
1900—Troquois (Rochester Y. C.) defeated Temeraire (R.C.Y.C.), in first, fourth and fifth races, Temeraire taking the second and third; Aug. 12, 13, 14, 15.

JAPS MIX DUST AND GLUE SEND IT HERE FOR TEA

Dominion Customs Authorities After "the Yankees of the Far East" for Slick Work.

OTTAWA, Aug. 9.—(Special.)—The vigilance of the Dominion customs authorities is annoying the Japanese exporters of tea. Until recently tea laid down in Canada at 15 cents per lb. and under has been subjected to inspection, but a change was made by the authorities and the figure was made 25 cents per pound and under.

In the United States all tea is subject to inspection, and it was found that what the country refused was dumped down in Canada and sold at a bargain to wholesalers and hence to the public. This has been put a stop to, and so the Japanese exporters have entered a formal protest with the Canadian department of customs.

The protest will have little effect. The department has samples of this "tea," which, on closer examination, were found to be nothing more nor less than dust and glue rolled together.

Uncle Sam had refused it, and Johnnie Canuck was paying 30 or 40 cents a pound for it. The expenditure for the month was \$9,555,339. The total revenue for the first four months of the fiscal year was \$2,791,588, and it is estimated that the revenue for the year will be about \$100,000,000. The expenditure for the four months was \$17,191,668 on the consolidated fund account, etc., amounted to \$2,055,850 for the month, including \$1,610,764 for public works, railways and canals; \$128,905 for railway subsidies, and \$244,847 for bounties. The capital expenditure for the four months was \$481,841. It is interesting to note that of the liabilities of the Dominion, bonds to the amount of \$1,386,375 are held in Canada, and \$207,645,256 in England.

TORONTO YOUTH ESCAPES FROM JAILOR AT COBBOURG

Norman Frame, Sentenced to Four Months for Forgery, Eludes the Turnkey.

COBOURG, Aug. 9.—(Special.)—Norman J. G. Frame, the Toronto youth who was convicted of forgery and sentenced to four months' imprisonment for passing bogus cheques in Port Hope, escaped from the county jail here this morning while in charge of the turnkey. Although the sheriff's officers and county constables are looking for him, he has so far evaded recapture.

The escapee is 38 years of age, height about 5 feet 8 inches, complexion dark, eyes blue, face smooth, and form slim.

He had been "doing the races" at the Woodbine, and resorting to devious devices to raise money for "sporty" purposes when he was arrested at Port Hope.

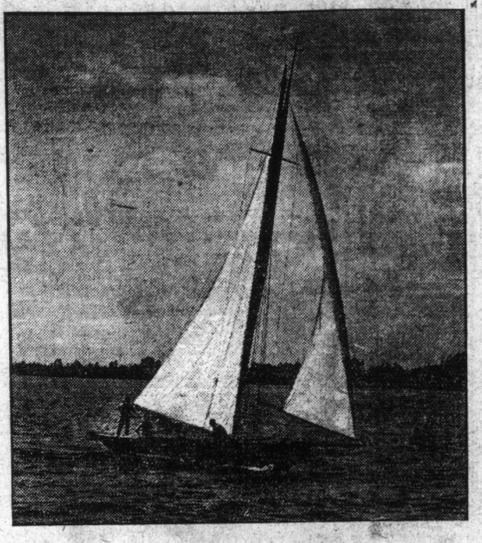
A warrant has been issued and a reward offered for his re-arrest.

TO-NIGHT IN TORONTO.

To-night there will be a lot of those dollar special hats at Dineen's. They are the products of the best makers, but are in broken sizes, worth two or three times as much as a dollar, and you can connect with them in the basement at Yonge and Temperance streets to-night. The straw hat sale on the ground floor goes on all day, and prices being just half the usual, and Panamas the discount is 33 per cent. The fur sale continues with a genuine discount of 25 per cent, and the garments are stored till you want them.

City of Toronto Taxes For 1907.
After Saturday, Aug. 10, 5 per cent. will be added to all unpaid items of the first instalment of general taxes and local improvement rates for 1907.

Canada Cup Challenger and the Defective Defender.



ADELE of Toronto.



SENECA of Rochester.

PUBLIC DEBT ON INCREASE

Dominion Spends More in Month of July—Ottawa's Team Coming.

OTTAWA, Aug. 9.—(Special.)—The Macleod, Cardston and Montana Railway Co. will apply for an act renewing its powers and amending its act of incorporation.

Ottawa will send a strong contingent to the Ontario Rifle Association meeting at Toronto, which opens Monday week. The guards will be strongly represented. The names down for the expedition include Sergt. G. W. Russell, Sergt. S. Dawson, Sergt. W. A. Smith, staff-sergt. Mortimer, Pioneer R. Moodie, Lance Corp. Baillie, Pte. Short and Brownlee. From the 43rd D.C.O.R. the representatives will probably be Capt. Vandersluys, Sergt. C. S. Scott, Sergt. E. H. Gale and Lieut. A. J. Melkiejohn.

NOT MRS. GOULD.

Woman Held For Murder in "Marcellus Is Sister-in-Law."

(Canadian Associated Press Cable.)
MARSEILLES, France, Aug. 9.—An Englishman who knew the Goulds in Montreal informed the magistrate that the woman is unmarried, but is a sister-in-law to the man who was murdered. She was married in Canada, and who died there. The girl who passed on her notice is really the daughter of Gould, has a centenary cousin in Montreal, who is a nun. Papers relating to their Montreal business have been found.

Back to G. T. R.

MONTREAL, Aug. 9.—(Special.)—It is the very general belief that Mr. McGuigan, who left Montreal with the sincere regret of his fellow railway men and particularly of the head of the system, C. M. Hays, will once more return to the G.T.R. He may, however, be remembered that McGuigan's thing, that gentleman leaving the Grand Trunk for the Southern Pacific and then resigning to take up the post of first vice-president and general manager of the Grand Trunk and later on of president of the Grand Trunk Pacific.

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W. P. Godson & Company, Chartered Accountants, City Hall Square, Banking Chambers. Phone Main 1881.

In London To-Night

The Allan liner Virginian, carrying the eleven most popular young ladies of Ontario, sent on a trip to London, England, under the auspices of The World, was reported to have been, at 3.15 p. m. yesterday, 120 miles west of Malin Head, on the north coast of Ireland.

Malin Head is 200 miles from Liverpool, so that the Virginian should disembark her passengers in time for the bunch of Maple Blossoms to reach London to-night.

M'QUIGAN QUILTS 'JIM' HILL ROAD

Friction in Operating Department With Executive Cause of Resignation.

ST. PAUL, Minn., Aug. 9.—(Special.)—Frank H. McGuigan, first vice-president of the Great Northern Railway Company, has suddenly terminated his connections with the company.

His action is said to be the result of a friction which has existed with one of the executive officers, almost since Mr. McGuigan came from the Grand Trunk last April. His resignation is supposed to take effect Sept. 1, but Mr. McGuigan will leave for Portland, Me., to-morrow evening to take advantage of a well-earned rest.

Had Open Clash.

"There was truth in the report published that I have had an open clash with James J. Hill," said Mr. McGuigan at his home this afternoon.

"My relations and conversation with Mr. Hill have been most pleasant. I admit that there have been differences of opinion about operating matters, and my resignation, which I handed in last Tuesday, is the result.

"The idea of there being any personal encounters between me and James J. Hill is absurd. He and I are too advanced in years for one thing to do anything like that. Whatever the officials in St. Paul say that Mr. McGuigan had a hard task before him when he went with the Great Northern.

"Eastern and western methods of operating are different," is the way one official tries to explain it. Whatever the difference in opinion, the one greatly believed is, that the president, Louis W. Hill, had one set of ideas of how to operate the system, while Mr. McGuigan had another.

Going East for Rest.

Mr. McGuigan leaves over the Burlington for Chicago to-morrow night, from where he will take the Grand Trunk to the east. He will be accompanied by his wife and son and Mr. and Mrs. Irving Vernon. Mr. Vernon came from Montreal with Mr. McGuigan and has been acting as assistant to the first vice-president. The party will spend the rest of the summer in a cottage which Mr. McGuigan has rented near Portland.

J. J. Hill to-day was not to be seen, and no word could be got from him.

President Louis W. Hill said: "Mr. McGuigan has resigned, but as to the cause of the resignation I know nothing except the statement that he has given to the G.T.R. He may, however, be remembered that McGuigan's thing, that gentleman leaving the Grand Trunk for the Southern Pacific and then resigning to take up the post of first vice-president and general manager of the Grand Trunk and later on of president of the Grand Trunk Pacific.

Charles Chamberlain, president of the Great Falls Power Company of Winnipeg, was in the city yesterday.

Mr. Chamberlain is returning from a successful business trip to Ottawa and New York in connection with his company.

THE WESTERN CROP.

Every day at least a dozen bulletins in cipher are wired from Winnipeg to leading railway, financial and industrial concerns in Toronto and Montreal, as to the actual condition of the crops in the west.

These bulletins are the condensed expression of detailed daily reports from responsible observers scattered all over the prairies. A gentleman who has had daily copies of quite a number of these, both of Toronto and Montreal, said yesterday:

"The wheat crop of the west this year will not exceed 60,000,000 bushels, and more or less of this will be frosted. The crops are at least two, and in many places three, weeks late, and the danger of frost is great."

HAYWOOD SAYS WAR STILL ON

Believes Mine Owners Had Hand in the Unearthing of Skeleton at Telluride.

DENVER, Col., Aug. 9.—Contrary to the report of last night, according to a despatch from Telluride, Col., Dr. S. Lord, dentist, failed to identify the teeth in the skeleton found on Wednesday by Gen. Bulkeley Wells as those of W. J. Barney, the miner who is said to have been murdered in 1901 because of his known hostility to the Western Federation of Miners.

Gen. Wells, in an interview, declares that Steve Adams admitted burying the body two years after the murder, but denied having committed the act. According to Wells, Adams told him St. John and six Australians beat up Barney the night of the murder.

Haywood Says It's a Scheme.
Adams confessed to killing Arthur Collins, it is said.

William D. Haywood, secretary-treasurer of the Western Federation, intimated at an interview to-day that, in his opinion, the skeleton found at Telluride was not genuine nor discovered in good faith. He said the renewed enforcement of the card system at Cripple Creek since his acquittal at Boise indicates an intention upon the part of the mine-owners to continue war upon the federation.

TO RETURN HOME.

Suspected Strike-Breakers Called at Cobalt by Organizer.

COBALT, Aug. 9.—The union believes it realized a partial victory to-day by capturing the supposedly strike-breakers, who arrived in camp to-day to work in some of the mines. They came in by the 2.30 train this afternoon and were immediately halted by Organizer Roadhouse and other union leaders. They followed them up to the union hall and to-night Mr. Roadhouse in his speech on the square intimated that they would all return at once to their homes in Sydney, where they came from.

It is said they are experienced miners and members of a union. They came to work under contract.

Meeting an Old Friend Abroad.

Nothing is more pleasant than meeting an old friend unexpectedly abroad. A well-known club man just returned from London says: "I was surprised and delighted at one of the best London restaurants to hear a distinguished looking gentleman at the next table to me call for radnor water, and to see brought for him such an old friend of mine."

"I immediately ordered radnor myself, and greatly enjoyed Canada's foremost mineral water in Old London."

Oscar Hudson & Co., Chartered Accountants, 5 King West, M. 4786.

SUPPLIED COAL DECEIVED BY CONTRACT

No Guarantee That it Was to Be Especially Suitable for the Making of Steel.

SYDNEY, N.S., Aug. 9.—(Special.)—As was expected, the crowd at the courthouse this afternoon was the largest so far that has been in attendance at the trial of the Dominion Steel v. Dominion Coal. Every available seat was taken, and a large number of people were obliged to stand.

H. A. Lovitt, K.C., made the opening move on behalf of the Coal Company, which was in the nature of a motion to enter judgment against the Steel Company on the grounds that, as the contract between the Steel and Coal companies had been assigned to the National Trust Company, and notice had been given of such assignment, that therefore the Steel Company had no rights in the matter of bringing suit against the defendants.

His lordship said he could not see any reason for doing as the counsel desired. He thought that it would be a clear case of non-judgment if the Steel Company was not joined as plaintiffs in the case. Mr. Lovitt then said that he would make a motion that judgment be entered up as against the plaintiff, the National Trust Company, but his lordship, while there might be something more in this last contention, said he would not at the present stage do anything in the matter.

E. M. Macdonald, K.C., then delivered the opening address on behalf of the Dominion Coal Company. A good deal would depend upon the interpretation of section 5 of the contract.

"We claim the notice means the date the Steel Company will require the coal, and not from the date of service," said Mr. Macdonald. "In December, 1904, the Steel Company called for 48,000 tons of coal a month, while in 1905 they gave us notice that after Dec. 31, 1905, they would require 80,000 tons per month, an additional 32,000 tons being thus asked for. For one year we are asked to supply an amount of coal in excess of the entire output of Acadia, or Springhill, or the International Coal Mines."

"The main issue, however, is in the quality of coal we are obliged to give under contract. The Coal Company say there is to be read into the contract a guarantee of quality and suitability of the coal for the work of the Steel Company. By reading this in the agreement we should have been called upon to fulfill an entirely different contract from the one which had been signed by the officers of both companies."

Here his lordship asked: "Was it not a principle laid down in Jones v. Best that when a party agreed to supply certain goods it implied that the goods guaranteed those goods to be suitable for the purposes for which they were bought by the purchasers?"

Not Guaranteed.

Mr. Macdonald said he agreed entirely with the general principle, but when the goods consisted of something that was under the ground, and about which each party to the contract were equally well informed, he thought the old maxim of "Caveat Emptor" applied.

"The third plea," continued the counsel, "was that we did not observe the contract even though the party requiring coal of a certain quality was left out. The Steel Company was to take all the risk as to whether the coal was suitable for steel making. We never agreed to guarantee the coal in any way, excepting as laid down under the terms of the contract. It was a different contract altogether that the Steel Company people were asking us to live up to. We had to refuse to do that as we never understood that we were to guarantee the coal we supplied to be suitable for metallurgical purposes."

Leaving out any question of implied guarantee as to the quality of the coal, the counsel contended that the Coal Company had supplied coal up to the specifications laid down in the contract, and which coal the Steel Company would not take.

The Coal Company had to supply freshly mined coal reasonably free from stone and shale, and if there was anything further necessary it was to be done by the Steel Company.

Whole Seam Meant.
"If the Steel Company wanted a guarantee as to the quality of coal they were to receive it is only reasonable to suppose that instead of being allowed to choose the seam, the Coal Company would insist upon its right to take the coal from any seam it might wish, instead of leaving it to be named by the Steel Company. The clause giving the Steel Company the right to designate the seam was put in to protect the Steel Company, and once the plaintiffs named the seam the Coal Company were justified in sending coal from any part of that seam, provided everything was done as laid down in the contract," declared counsel. "There is no inference that the coal was to be suitable for any particular purpose of the Steel Company."

"Seam means the whole seam, not any part. The large quantity, too, of one million tons of coal a year for 20 years goes to show that not only one pit, but the whole seam was meant. Other mines would have to be opened to supply this enormous quantity. The price of \$1.24 a ton was considered a fair price by the Steel Company. If the Steel Company insists upon the low price of \$1.24 a ton they must take all risks as to the quality. The Steel Company knew that we did not guarantee the coal, Mr. Plummer knew that the Steel Company were to take all the risk, and it was not until October and November, 1905, that the versatile and ingenious Mr. Jones sought to add a new meaning to the contract."