

JOHN CATTO & SON

Store Closes Daily at 5.30 p.m.
Saturdays during the Summer
months at 1 p.m.

LINENS

An exceptional lot of pure Linen
Damas Tablecloths, 2x2 yards, 2x2 1/2
yards, up to 2 1/2 yards; slightly
imperfect; some counterstained.
Clearing at Two-thirds regular prices.

75 dozen Napkins, tea and dinner
size, broken lines, from our regular
stock, which were bought at the old
price.
All Substantially Reduced.

FANCY LINENS
A lot of Hemstitched Tray Cloths,
Doppies, Table Covers, Tea Cloths,
Centres, and Carvers, all fine Japan-
ese and Russian handwork, to be
cleared.

One Lot at \$1.00
Another Lot at \$2.00

WHITE BEDSPREADS
A very special lot of Honeycomb
Quilt, full double bed size, with Mar-
celline pattern.
Laid Out to Clear at \$1.00, \$1.25,
\$1.50, \$1.75, \$2.00

MISSIE'S WHITE WASH SUITS
Balance of broken lines at special
\$4 each.

HANDKERCHIEFS
Boys' or Men's Small Handkerchiefs,
colored or plain white borders, pure
linen, regularly \$1.50, now clearing at
95c dozen.

Ladies' Hemstitched Pure Linen
Handkerchiefs, 1-8, 1-4, 1-2-inch bor-
ders, \$1.00 per dozen.
Men's Initialed Hemstitched Pure
Linen Handkerchiefs, every initial re-
presented, proper \$4.00 value, for \$3.00
dozen.

FANCY COLORED SILK
HANDKERCHIEFS
Choice selection of Gentlemen's
Fancy Handkerchiefs and Corn Silk Hand-
kerchiefs, at 75c, \$1.00, \$1.25 and \$1.50.

B'ATING SHAWLS
All styles at most reasonable prices.

WHITE SHIRT WAISTS
Splendid values in all grades with
specials at 95c and at \$1.50 each.

FOULARD SILKS
Balance of stock at 42c per yard.

JOHN CATTO & SON
King-street-Opposite Post-Office,
TORONTO.

VIADUCT IN NORTH END
IS IDEA OF ENGINEER

Mr. Rust Thinks Elevation of
Front St. Lends Itself to Con-
struction of Bridge.

The city engineer, while opposed to
a viaduct along the Esplanade, is in
favor of such a structure as a means
of obviating the dangers of the level
crossings in the north end of the city.
His view is that a viaduct should be
built across the whole right of way.

He considers that the elevation of
Front street above the Esplanade nat-
urally lends itself to the erection of
bridges.
The mayor says that in conversation
with Thomas Tait, formerly of the
C. P. R., but now general manager of
government railways in Victoria, Aus-
tralia, the latter gave the opinion that
a viaduct was not suited to Toronto's
water front needs, owing to the large
amount of shunting. He thought a
semi-terminal station with adequate
trackage would be more suitable than
a terminal station.

The mayor is inclining to the view
that the city might do well to engage
permanently a special engineer, whose
duty it would be to deal with large
questions as they arise, such as the
water front problem and the power
question, leaving Mr. Rust to attend to
the routine work of the department,
which is very heavy at present, and
constantly growing.

Get Vaccinated!
Dr. Sheard considers that Toronto
citizens do not take sufficient advan-
tage of the opportunity to get vac-
cinated. The number of people who
undergo the process in the city each
year is about 1500, which he considers
only about one-fourth of what it
should be in a city of Toronto's size
and growing population. He believes
that the anti-vaccination movement is
responsible in a measure for the
showing.

Automobiles for hire. Phone Main
390. Ruse Automobile Co., Rossin
House News Stand. ed7

One at a Time.
SIMCOE, July 31.—(Special).—The
coroner's inquest into the explosion of
the Wabash engine last Friday
night was to-night adjourned on in-
structions of the attorney-general,
pending the result of the inquest into
the same fatality now being conducted
at St. Thomas.

The "Savoy." Yonge and Adelaide,
the costliest and coolest place to
enjoy lunch today. Popular prices.

Peterboro Man Get More.
Magnus Sinclair returned last night
from Peterboro where the street car
men have received an increase of
wages to 17 cents an hour. Twenty-
five men are affected.

EATEN UP WITH CATARRH.
It spread so extensively through his
system that life was despaired of.
Such was the experience of Chris
Drehauf of Switzerland. Cure Catarrh
cured him—it will cure you too.
Try it for Colds, Bronchitis or Catarrh
—money back if it fails.

THE WEATHER

Meteorological Office, Toronto, July 31.
3 p.m.—The weather has been cool and
showery to-day in Eastern Quebec and
the Maritime Provinces; elsewhere in
Canada warm, with some local thunder-
storms in the lake region, Manitoba and
parts of Saskatchewan.
Minimum and maximum temperatures:
Victoria, 62-75; Vancouver, 62-80; Kam-
loops, 62-80; Calgary, 60-82; Battleford,
62-78; Regina, 62-74; Winnipeg, 62-70;
Port Arthur, 62-78; Parry Sound, 64-82;
Toronto, 64-82; Ottawa, 60-80; Montreal,
60-78; Quebec, 66-74; St. John, 56-62;
Halifax, 64-62.

Probabilities.
Lakes and Georgian Bay—Moderate
winds, mostly westerly; generally
fine, but a few scattered thunder-
storms; not much change in tempera-
ture.

Superior—Moderate winds, mostly west-
erly; a few scattered showers or thun-
derstorms, but for the most part fine and
warm.
Manitoba—Fine and warm.
Saskatchewan and Alberta—Fine; not
much change in temperature.

THE BAROMETER.

Time.	Ther.	Bar.	Wind.
8 a.m.	62	29.94	10 S.W.
Noon	71	29.95	10 S.W.
4 p.m.	79	29.95	10 S.W.
8 p.m.	68	29.98	4 E.
10 p.m.	62	29.98	4 E.

Mean of day, 68; difference from aver-
age, 0; highest, 82; lowest, 54; rain, .06.

STEAMSHIP ARRIVALS.

July 31	At	From
Canadian	Boston	Liverpool
Samtitan	Glasgow	Boston
Astoria	Glasgow	New York
Iberian	Liverpool	Boston
Westernland	Liverpool	Philadelphia
Germania	Queenstown	Boston
Deutschland	Philadelphia	New York
Teutonic	Plymouth	New York
Zealand	London	New York
Romanic	Antwerp	New York
Ganoo	London	New York

To-Night's Band Concert
The Cadet Battalion Band will render
the following program under the direc-
tion of Bandmaster A. P. Hartman, at
Riverside Park, this evening, at 8 o'clock:
March—The Conscript, G. Ailler
Overture—The Bridal Rose, C. Lavallee
Novelty—A Whimsical Thought.

Selection—Tannhauser, Wagner
Concert Solo—Magnolia Serenade,
Chas. L. Johnson
(Corp. Hendricks)
Intermission.
Fantasia—American Airs—L. M. Connors
Romance Solo—Down on the Farm,
Fred P. Harlow
(Musician Allen)

Serenade—The Soldier's Dream,
W. S. Ripley
March—Victory, Nelson, W. W. Zeile
—God Save the King.

DEATHS.

DINWEN—At the General Hospital, Tor-
onto, July 30, 1907, Frank Dinwen, be-
loved husband of Margaret Dinwen and
son of John Dinwen of Chicago, Ill.
Funeral at 2.30 p.m. to-day, from his
late residence, 2 Kintyre-avenue, to St.
John's Cemetery, Norway.

DURST—On Wednesday, July 31, at his
late residence, 122 Victor-avenue, Philip
Durst, aged 38 years.
Funeral services will be held Thurs-
day at 3 p.m. Remains will lie in state
at his late residence, for Elmhurst, Ont., for
interment.

GARWOOD—On Tuesday, July 30, Eliza
Charlotte Garwood, wife of William Garwood,
in her 52nd year.
Funeral services, Aug. 2, from her late
residence, Don Mills-road, at 2.30 p.m.
to Mt. Pleasant Cemetery, at 2.30 p.m.

NEILSON—At Friday Island, Beaumaris,
Muskoka, on Tuesday, July 30, 1907,
Yarmouth, Edna, papers please, the Misses
Neilson, 226 Carlton-street, Toronto,
aged 53 years.
Funeral from the residence Friday,
Aug. 2, at 3 o'clock.
Interment in Necropolis Cemetery.

OVER RUSHOLME NETS.

Twenty-four Tournament Games De-
clared on Wednesday.

Another fine day materially helped the
progress of the Rusholme lawn tennis
tournament, and over twenty-four events
were played off. Yesterday's results are
as follows:

Men's open—Macdonell beat Lyall, 6-2,
6-4; Baird beat Hall, 6-3, 6-1; Bartlett
beat Dunlop, 6-2, 6-8, 6-2; Ross beat
Hitchings, 6-1, 6-2.

Men's novice—Lawson beat Archer, 6-2,
6-3; Spenser beat Ramsden, 6-3, 6-4;
Clark beat Langridge, 6-2, 6-0; Clark
beat Keough, 6-3, 6-1; Breckenridge
beat Chandler, 6-1, 6-2.

Men's handicap—Robb beat A. Archer,
6-2, 6-3, 6-2; Almond (scratch) beat Ar-
cher, 1-6, 6-2, 6-3; Cooper (scratch) beat
A. Archer, 6-2, 6-3; Sumner beat Jones
Rea (scratch), 6-4, 10-11; Keough (scr.)
beat Hitchings, 6-1, 6-0; Hector beat
Clark, 6-2, 7-5.

Ladies' open—Miss Toque beat Miss
Scott, 6-2, 6-0.
Ladies' handicap—Miss Boulton beat
Miss Joffe (scratch), 7-5, 6-3, 6-0; Miss
E. Witchall beat Miss Morrow, 6-2, 6-4;
Miss Moyes beat Miss Hunt, 6-2, 6-0.

Ladies' doubles, handicap—Miss Frith
and Miss Hunt beat Miss Hodely and
Miss Scott, 6-2, 6-0; Miss Scott and
Miss E. Witchall beat Miss Toque and
Miss Powell, 6-2, 6-3, 6-1; Miss Wil-
son and Miss Joffe beat the Misses
MacLaren, 6-4, 6-2; Miss E. Joffe and
Miss Dunn (scratch) beat Mrs. Boulton
and Miss Harbington, 7-5, 6-2.

THE LONDON COLLAPSE.

Evidence Given as to Stock Earned
by Reid Co.

LONDON, July 31.—(Special).—The
evidence given at the meeting of the
committee enquiring into the cause of
the Reid disaster was principally that
of the employees of the W. J. Reid Com-
pany, who swore that the cause of the
disaster was not a heavy stock on the
floor of the warehouse.

Wm. Foley, the local manager of the
Smiths' concern, stated that from the
appearance of things the W. J. Reid
Company seemed to be moving in, in-
stead of moving out.

Charged With Theft.
Robert Rankin, 66 Nassau-street,
while moving the effects of Mrs. Day-
ton from her home in Matland-street,
was charged on a roll of \$70.

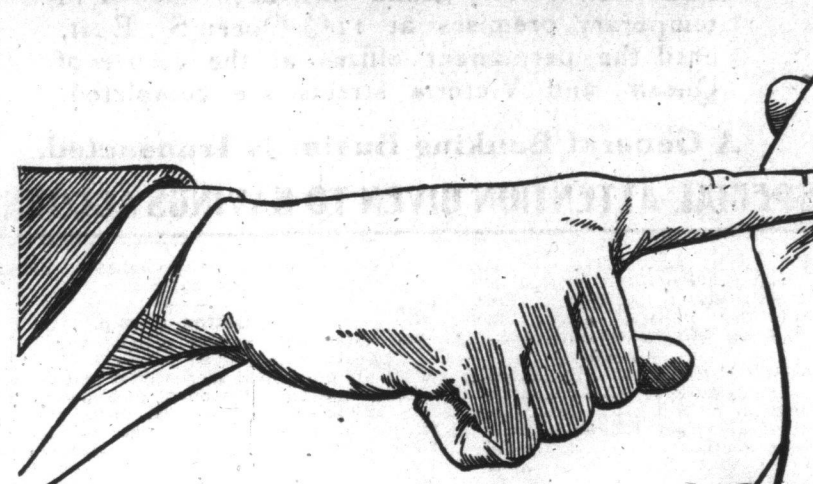
He was accused of theft, but vowed in-
nocence. While P. J. Dixon searched
him, Rankin proffered the moving busi-
ness. Rankin returned for his silence.
The lady gathered in the cash, but
did not deliver the silence and Richard
was arrested.

**Automobiles for hire—experienced
drivers.** Phone Main 3658. Meteor
Cycle Company, 181 King Street.

Miss Lottie Stewart of Buffalo, form-
erly of Toronto, has been spending a
very pleasant week with her many
friends in the city.

The "Seal of Certainty" on the Slater Shoe.

See That Mark!



It is on every Slater Shoe—
stamped plain—and our patrons
are advised to look for this Sign
of the Slater and the Selling
Price on every pair of Slater
Shoes. If the Seal of the Slater
is not there, don't you believe it!

If the price is not affixed
PLAINLY on the shoe, don't
you believe it!

On the Ladies' Slater Shoe—the silk
label. On the Men's Slater Shoe—the sole
is stamped. The price is there, too—un-
alterable and inflexible—so that no shoe
dealer may sell them for more—he is bound not to sell them for less.

The Slater Shoe is a standard price shoe—the same price year in and
year out—and it is never placed on the bargain counter, the final resting-
place of all inferior shoes.

The Slater Shoe Co.,

Montreal.

VAN HORNE MAKES CHANGE
ERASES WORD "CHEATED"

Substitutes Disagreement—Fu-
ther Evidence in Steel-
Coal Case.

SYDNEY, N.S., July 31.—(Special).—
General Manager Jones of the Domi-
nion Steel Company resumed his evi-
dence in the Steel-Coal controversy this
morning. He told of the receipt of a
large number of cars of coal which had
been rejected owing to stone and shale
being contained. He had been present
at a conversation between James Reid
Wilson and Mr. Munro, Mr. Wilson
was making an effort on behalf of the
Coal Company to settle the question of
shortage in requirements.

Mr. Wilson said he knew coal from
Mine No. 6 would not suit the Steel
Company. The east slope was so poor
that they had decided to close it down.
After luncheon Wallace Newman, ex-
ecutive of the Steel Company, said that before
the examination of Mr. Jones was resumed
he would like to make a statement. He
said that he had been thinking of the
word "cheated" in his evidence yester-
day. He would like to have that word
struck out of the record and sub-
stitute the word "disagreement." His re-
quest was acquiesced in.

Mr. Jones, in telling of his efforts to
induce the Coal Company to supply suf-
ficient coal to keep the plant running,
said:

"In August, September and October
we were unable to run to the full ca-
pacity, even with the outside coal re-
quired."

He had numerous interviews by tele-
phone and personally with officials of
the Steel Company. Mr. Jones said that
Mr. Ritchie, "Did Mr. Duggan indi-
cate what he meant when he was un-
able to give the Steel Company coal?"

"He did on one occasion," he said.
He said that he had instructions from
James Ross, that he had instructions
from the Steel Company that he was able to
supply coal; that he (Mr. Ross) intended
to stay here to see that his instructions
were carried out."

LIFE LOST IN FIRE.

Pittsburg Poorhouse in Flames—Fire-
men Go By Special Train.

PITTSBURG, Pa., July 31.—Fire
broke out to-night at Marshalsea,
Pittsburg's municipalities institutions, lo-
cated on the Pennsylvania Railroad, 12
miles west of the city. Fire apparatus
from here is being loaded on a special
train. Hundreds of the city's poor and
insane are lodged in Marshalsea.
An attendant was killed by a falling
wall.

PROF. WINGREN'S ELECTRIC INSOLE

They warm the feet and limbs, cure cramps,
Pains, and all aches arising from cold, and
they prevent and cure Rheumatism. The
regular price is 50c. per pair, but in order to in-
troduce our new Catalogue of Electric Appli-
ances, Trusses and Druggists' Sundries, we will
send one sample pair, any size, and our new
Catalogue on receipt of 25c. Agents wanted.
The F. E. KARN CO., Limited
Cor. Queen & Victoria Sts. Toronto, Can.

WHY RAILWAY BOARD

Continued From Page 1.

the company, are so inconsistent as
implicitly to repeal the provisions of
the special act.

"If two inconsistent acts be passed
at different times, the last is to be
observed, and if obedience cannot be
observed without derogating from the
first, it is the first which must give
way."

Per Lord Langdale, M.R., in
Dean of Ely v. Ely, 5 Beav., at page
882. But a "repeal by implication is
never to be favored." Per Field, J., in
Dobbs v. Great Junction, W. R. Co.,
9 Q.B.D., at page 158. We ought not
to hold a sufficient act repealed, not
by implication without some strong
reason."

Per Lord Bramwell, in G.W. R.
Co. v. Swindon and Cheltenham R.
Co., 9 A.C., at page 809.

"A later act of parliament hath never
been construed to repeal a prior act,
without words of repeal, unless there
be a contradiction between them, or
between them, or at least some notice
taken of the former law in the subse-
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W.A. Murray & Co. Limited

During July and August the store closes at 5 p. m.
Saturdays at 1 p. m.

Children's and Misses' Fine Underwear 15c

A clearing lot of odd lines and broken sizes of Children's and Misses' Fine Ribbed Cotton Drawers, with umbrella knee, lace trimmed, in white or black; also fine White Cotton Vests, with either short or long sleeves, and some Ribbed Cotton Waists, all garments that we regularly sell at 20c to 35c each; special, to clear, to-morrow 15

Fine Summer Waists, \$2.50

This is a particularly fine showing of Women's Stylish Summer Waists, made of the finest muslin and batiste and trimmed with baby Irish lace, embroidery and val-
enciennes laces, really a remark-
able showing and well worth the
regular price of \$5.50. To-
morrow, very special 2.50

Women's Oxford Shoes, \$1.85

A collection of Women's High-grade Oxford Shoes, made in patent
coit, vict Kid and gun-metal calf,
with handturn and Goodyear welt
extension soles, Cuban and mil-
itary heels, being made up from
lines that we are short sizes of,
but including some of our very
best makes, all sizes in the com-
plete lot, regular \$3 to \$4,
a pair, Friday 1.85

W.A. Murray & Co. Limited Toronto.

THE METROPOLITAN BANK

Capital Paid Up - \$1,000,000.00
Undivided Profits - \$1,183,713.23

Bank Interest compounded Four times
a year. No delay in withdrawal.

Protection, safety, accommodation and com-
fort of the public. Whenever the obliga-
tions under the present act or the former
acts, these could not satisfactorily be en-
forced by the ordinary methods in the
ordinary tribunals.

A Power of Commission.

"The board of railway commissioners
was created to be the tribunal for the
settling of these and other matters
relating to the railway and railway
companies. It does not appear to me that
the creation of such a tribunal was in
any way inconsistent with the contin-
uance of the obligation imposed by the
special act, or could effect its repeal or
objection of it. It is also to be noted
that the obligation should be no longer effective."

"Under the Railway Clauses Consolida-
tion Act, and all the succeeding legisla-
tion, down to the present act, the power
was authorized to make up to the
alteration by the governor-in-council. This
limitation upon the power of the govern-
ment was embodied in the special act by
reference to the general act. The jurisdiction
of the governor-in-council could, there-
fore, consistently with the limita-
tion as to fares imposed by the special
act, and it does not appear to me that the
substitution of the board of railway com-
missioners as the tribunal for the settle-
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