TWO-PRICE BRIDGES

Evidence of R. Maitland Roy. C. E., of Hamilton, Ontario.

Despite the Strenuous Efforts of Dr. Pugsley and the Chairman to Suppress Testimony,

Mr. Hazen is Piling up Proof After Proof That His Charges Rest on a Solid. Truthful Basis.

MARLE . FREDERICTON, March 20.- The bridge charges investigation was resumed this morning. Dr. Pugsley produced, at the request

of Dr. Stockton, a statement prepared by T. B. Winslow of the cost of certain

R. MATTLAND ROY. Hamilton, Ontario, was witness called. Mr. Roy Baxby Mr. Roy testified that he was a civil engineer, a member of the Canadian Society of Engineers, and of other engineering societies. He is an engineer of ten years' practice, the whole of that time being devoted to the construction of steel and iron bridges. He has been associated with several large bridge building concerns, and is now engaged with the Hamilton Bridge Building Co. He has been connected with several numbereds of highway bridges. His part of the work for the Hamilton Company is to prepare the strain sheets and some other plans when the company were tendering for a job and to make estimates and prepare figures and the tenders. He generally visited the site of the proposed work and consulted with the parties for whom the bridge was to be built. He was usually present when the tenders were opened and made all the arrangements on behalf of his company. He was, in fact, charged with the full responsibility of preparing tenders and accepting the contracts for all the highway bridges built by the company, and he determined the prices. This was the system pursued by his company with respect to contracting for bridges in Nova Scotia and other parts of Canada, as well as in Ontario.

The average output of the Hamilton Co. for the past 18 months has been 1,000,000 pounds of metal, about onehalf of which is bridge work. The facilities of the company are modern and up to date in every respect, including twin boring machines, air riveting machinery, etc. The advantages of the twin boring machine is that in boring the eye bars or other members having holes that should be equidistant this machine makes them es nearly alike as is possible.

The air riveting machine is another very important part of the work and all specifications under which their company works calls for machine riveting. This is much superior in every way to hand riveting, and the latter would not be allowed in Ontario.

Their company employs from 200 to 300 hands. The Dominion Bridge Co. is a larger concern and has more extersive works and machinery, though no better class than the Hamilton Bridge Co.

THESE TWO COMPANIES do the bulk of the bridge building in Onterio, some smaller concerns doing the work in their immediate neigh borhood. The government in Ontario has nothing to do with bridge building. It is almost wholly under the supervision of the municipalities. When these rouncipalities or towns wish a bridge constructed, all the bridge companies are notified of the fact and invited to tender. This they

do and their sepresentatives attend when the tenders are to be opened to and explain to the engineer any points of difference in the plans and specifications. Euch one is notified of the prices at which all others tender and also to whom and at what price the recentractibes been awarded. Mr. Baxter-Do they usually award the contracts to the lowest tenderer?

Dr. Pugeley-Lockfeet to that ques findien. The send arbitos to The chairman allowed the question and the witness replied that some actimes they did not a It usualty was andecided by the consulting engineer

THE SYSTEM IS ONE OF PUBLIC TENDER AND COMPETITION Mr. Roy also had experience in bridge building in Manitoba. The system pursued there was much the same as in Ontario, with the provision that the strain sheets and other plans went largely by Cocner's specifications.

The Hamilton and Dominion Bridge Companies also issued a sheet of specifications which they make public and subjuit to persons wishing a bridge built. There are very similar to Cooper's. The company with which be is connected, and the Dominition Co. as well, are prepared to and do change their specifications to suit the requirements of different parties. His comment that they conte

and specifications and other data are 100 lbs., f.o.b., at Hami forwarded by the government e gineer to the company and they a asked to tender. They look as a full into the matter and if they think desirable they put in a tender for the work. (The report of the chief engineer of Nova Scotia for the year 1855 was produced and put in evidence. Certain pages containing forms of calls for tenders were indicated and mark-

edifications and pointed out their differences regar load per square foot, stress, etc. He had requested the chief engineer of New Brunswick for a copy of the specifications used in bridge building in this province and was informed by that there were no general specitions, but that he (Mr. Wetmore) prepared special specifications for such bridge as it is built. Mr. Roy had, however, seen Mr. Wetmore's specifications for the Campbell, Petitdiac and Lefebvre bridges, and they re similar, and thus he (the witness) was afforded a ground for comrarison. He then pointed out wherein the Nova Scotia and New Brunswick specifications differed. In the specifi-cations of Cooper, Dominion Bridge Co., and Nova Scotia government it is specified that the pin holes shall be bored to the 1-50th of an inch. The

thing upon this point. Mr. Baxter - Can you tell me the received for bridge building in lova Scotia as compared with On-

New Brunswick specifications say no-

Mr. Pugsley strongly objected to this question being out, but it was allowed. Mr. Roy-Upon a contract we can build a given span in Ontario fer less than in Nova Scotia because we have the aditional freight to pay and, narreover, the Nova Scotia government requires a lattice railing on both sides of the bridge. This would improve and strengthen the bridge to a certain extent. He could easily figure out what it would cost to put a similar railing on the bridges in Ontario. He had made up many tenders for bridges in Nova Scotia and was familiar with the prices of different brid-While they often tendered for bridges in Nova Scotia, they did not very frequently get contracts.

DR. PUGSLEY DID NOT LIKE IT. Dr. Pugsley objected that the witness could not refer to contracts which he did not produce. The chairman sustained the ruling

and refused to allow the witness to proceed. Mr. Baxter was proceeding to argue

the point when the chairman characterized the argument as absurd. He (the chairman) was prepared to make rulings as he saw fit and as he interpreted the law, and he did not care a rap for what the counsel or what the country thought.

Some argument took place between Dr. Pugsley and Dr. Stockton regarding the point at issue and as to the scope of the investigation, but the chairman adhered to his ruling that Mr. Roy could not refer to papers which he did not produce. The witness knew of a bridge called Brewster's, built in 1898 by John Stewart of New Glasgow. He knew also of Bayord's bridge, in Colchester county, built in 1898. His company tendered for Brewster's bridge, their tender beto: \$700. The length of the bridge was 50 feet. His company was not awarded the contract.

Mr. Baxter-Do you know to whom the contract was awarded? Mr. Pugsley objected to that ques-

Mr. Baxter replied that the information was given in the report of the chief engineer of Nova Scotia which had already been put in evidence and that the witness was perfectly justifled in quoting from it. He, however would leave the examination upon this point until a later period, when copies of the tender will be produced.

The examination being resumed, the witness stated that his company had never built any bridges for the New Brunswick government. They had never had an opportunity of doing so. They were not given an opportunity to tender. He had written to Chief Commissioner Emmerson in March. 1899, asking for an opportunity to tender for the superstructure of the Marysville bridge. Mr. Emmerson had written in reply that if the government decided to go outside the province to have the bridge built that the Hamilton Co. would be given an opportunity to tender. They had heard nothing further from the New Brunswick government regarding the matter.

Since coming to this province had examined quite carefully the Lefebvre, Petitcodiac, Campbell and Salistury bridges. In all their bridge building in Ontario they insisted upon the manufacturers furnishing test certificates of the quality of the steel used. In his opinion the workmanship of Lefebyre bridge does not compare favorably with that of the Hamilton Bridge Co. For one thing the riveting has been done by hand. Again the eye bars have the appearance of the heads having been welded on to the body; and the boring in the eye bars does not appear to have been properly

and accurately done.

HEADS WELDED ON EYE BARS are cheaper, but not so strong and good. There is no difficulty in telling that the eye bars have been impropermust be submitted by the successful ly bored, as by feeling them one is tenderer to the government engineer found to be slack and the other tight, for approval. In all their work they accessitating one bar carrying the went largely by Corner's specifications, load intended for both. This is quite Cooper is consulting engineer of the large serious defect and is frequently city of New York (A copy of Coop found in Lefebvre bridge. In his opiner's specifications was produced and ion many parts of the bridge were far put in evidence.) Cooper is recognized heavier than needed or expediency as a standard authority. when he first saw the bridge that the op struts and braces were excessively heavy. The riveting bore every evidence of having been done by hand

and being defective. Mr. Gibson-I suppose that if you had shaken the bridge long enough you could have shaken it down. Mr. Roy stated that from his know

ledge in bridge building a fair price for the Lefebvre bridge in 1897, the year in which it was built, all erected, The Dominion Co. are on the ground year in which it was built, all erected, and they are able to under bid the painted, floored, and complete in Hamilton Co. The comband are in every respect would have been less formed by the Nova Scotta govern than it cents per pund. These were that they contemplate having at the items of his calculation:

built at a centain site Plans 237,944 lbs. steel at \$2.70 per

> This is equal to \$3.90 per 100 peends, or 3 9-19 cents per pound. His company would have been willing to have taken the contract and built the bridge all complete at the above mentioned figures.

The specifications of the Nova Scotia.

These were actual figures taken by based upon marks which he saw upon engineer vary slightly from those of him from the prices of work received the steel in the Lefebvre bridge. Only Ccoper, but the practical result is the to this company that year union had two or three pieces, however, bore same, and he was string at Mr. Roy here quoted from the two covers in 1820 and he was string at Mr. Bexter asked to be allowed to

Taking Mr. Wetmore's plans of the Lefebvre bridge and modifying with strut sheets to conform more. the general practice in other bridges would say that the Hamilton Bridge Co. would have built that bridge, painted and floored it and finighed it all complete in 1397 for the

figures named. He examined the Campbell bridge in the same way as the Lefebvre and found it much the same, except that were not the evidences of the heads of the eye bars having been welded on. The boring was much werse, in fact, extremely bad. Taking the plans of the New Brunswick government, his company would have built the Campbell bridge, all comlete, in 1897, for \$6.167, or \$3.96 per 100 pounds. He gave the items entering into this calculation. He had not seen the Saunders Brook bridge, but had examined the plans and had a good idea of what the bridge was like. His company had built a bridge near Hamilton that same year that was almost identical in size, weight and plan, and the contract price was \$150.

Blackville bridge according to Mr. Wetmore's plans at \$4.04 per 100 lbs. He had not seen this bridge and based his calculations upon Mr. Wetmore's plans and specifications. His company would have been willing to follow these plans and specifications to the letter and have furnished the material, erected the bridge, painted and flocred it all complete at the price he

named-viz., 44-10 cents per pound.

PETITCODIAC A POOR BRIDGE.

His company would have built the

He had visited the Petitcodiac bridge and considered it the most poorly constructed bridge which he had seen in this province. The riveting was exceptionally poor. His company would have built this bridge for \$2,178.59, or at the rate of 53-10 cents per pound. This was a lighter bridge than the others and consequently would cost more per pound to erect, the workmanship being about the same in a light as in a heavier bridge. The weight of Hunter's bridge in Nova Scotia was 30,000 pounds. The Hamilten Bridge Co. built that bridge and received \$1,285 for it. It was built in 1898. This was at the rate of \$4.20 per 160 pounds-4 2-10 cents per pound-all completed. They were not the lowest

tenderers either. If his company had a large bridge— like Lefebvre or Campbell—they could order the material from the works cut to exact lengths. They would also get plates and some other material in large widths and thus get it in at the low rate of duty, and they would cut it to suit the works.

He had examined the Sussex and Salisbury bridges and considered them very fine structures and well built in every way.

Premier Emmerson's campaign speeches and literature again came up for notice and criticism. Mr. Baxter asked Mr. Roy his opinion of the following statement, made by Mr. Emmerson at the Fredericton Opera

firms, do not begin to compare with the bridges which have since been erected by our New Brunswick concerns. The bridges built by the Record Foundry Co. give evidence of better workmanship, engineering capability, capacity of strength, and nuch better quality of material.'

Mr. Roy said that he did not agree with Mr. Emmerson's statement. It was absurd for any man to say that the Ontario manufacturers, with all their up-to-date machinery, and employing the most skilled engineers obtainable, could not-fil not-build better bridges than the little concerns in New Prunswick. He considered that the Ontario companies had been unjustly assailed by that statement. Mr. Emmerson-And you feel hurt by it?

Mr. Roy-I do not feel personally hurt, but I do say that it is very absurd and childish for you or any other man to make statements like that. Common sense and facts are against you. His crimon was that the Sussex and Salisbury bridges were superior to the other which he had seen and examined in New Brunswick.

Mr. Baxter--And what is your opinion, Mr. Roy, of a statement of this kind:

"I am willing to stake the existence of our government upon the verdict of a committee of reputable engineers that the bridges built in this province by our New Brunswick firms will outlive by from 50 to 75 years the bridges erected by outside firms in this province, or the bridges constructed in Nova Scotia at a much less rate than we are paying."

Mr. Roy-I would say that then the government is in a "goner." It is impossible for any person to say how long a steel bridge will last. It all depends upon the care they receive, assuming that all things were equal when the bridges were built. My coinion is, however, that the bridges which I have seen and which were built by Ontario firms are likely to last much longer than those which I have examined which were built by New Brunswick concerns.

Adjournment was made for dinner.

AFTERNOON PROCEEDINGS. The investigation was resumed at o'clock, Mr. Roy being still under examination. He could not say exactly how many bridges his company has tendered for in Nova Scotia, but be would say something over fifty. They had received the contract for only one, they being advised in the other cases that other tenderers were lower than they. His company would have built in 1898 a highway bridge of 150 feet span at Park street, Truro, for \$2,630. They would have built the 140 foot span bridge at French River, Nova Scotia, for \$2,095; and the Melvern bridge, an 80-foot span, for \$904; and the Bayard bridge, 100-foot span, for \$1,316; and the Brewster's bridge, 50foct span, for \$700. These were all 1898 figures and were for the bridges erected and all completed

Structural steel for bridge building in New Brunswick, where is could be identified, he thought came from the Carnegie Steel Co., his opinion being

and the Beet State State Set 1999 men kind in addise Tuete

the actual prices paid. The weight of put the report of the chief engineer of Nova Scotia in evidence, and upon the ground that it was a public report bearing Mr. Wetmore's plans of the Queen's printer and was an official

> Dr. Pugsley objected upon the ground that some of the contractors had lost money upon their contracts and that those facts were not shown in the report; therefore it was not

> Mr. Buxter offered, if Dr. Pugsley would name those persons, that he would omit them from his comparison, but the doctor was unable to give their

Mr. Baxter than suggested that a public document such as the report could not be assumed to be misle and asked only for statements from it as to contracts awarded to McNeils and Stewarts, two successful Nova Scotia bridge building firms. He contended that as each had had dozens of contracts, there could be no suspicion that they had required to be helped through with their contracts by the government. Of course, if the objection were persisted in he knew it must succeed, though a mere tech-

nical objection. Dr. Pugsley refused to withdraw his objection, saying that no one could tell from the report, now much assistance had to be extended to the contractors. The report was, there-

fore, ruled out. In reply to questions by Dr. Pugsley, Mr. Roy could not say what his company would have built the Hampton bridge for in 1891. He was not acquainted with the bridge nor sufficiently acquainted with prices in that year to make an estimate. At figures as to weight and cost given him by Dr. Pugsley, he said the cost per pound would be nearly 7 cents per pound. He could say only the same about the Sussex bridge.

The witness then stood aside await the arrival of papers for which he had telegraphed and which are ex-

pected here this evening.

T. B. WINSLOW of the board of works was the next witness called. He stated that he had charge of the tenders and contracts connected with the erection of public works. He did not prepare the forms of tenders or the notices of tenders. Mr. Wetmore does that. If they are not drawn in the engineer's department that would be proof that no tenders were called for. The tenders and names of all the tenderers are filed with him. He has also the accounts for the moneys paid out on public works-that is, those which he receives. There might be some in the engineer's department which he Winslow) would not receive; and the chief commissioner might also have some accounts which he (Winslow) would have nothing to do with. The accounts of the Dingee bridge were moduced. These were first a bill for steel, 12,586 pounds at 61-2 cents, \$818.09; for material and erection \$253.39; for painting, \$6.00; and \$73.69 for inspection. This was built by the Record Foundry Co. The total cest of the Dirgee bridge was \$1,186.17. He did not know if any contract was en-"The Sussex and Salisbury bridges, tered into for this bridge. It was his which were built by Upper Canadian impression that there was not a contered into for this bridge. It was his tract. He did not think that there were any tenders or contracts made for this bridge. (It was here egreed between Dr. Pugsley and Mr. Hazen, and so entered upon the minutes, that there were no calls for tenders nor contract entered into for the Dingee bridge.)

With respect to the Saunders Brook bridge, Mr. Winslow stated that there were no tenders nor written contract for this bridge. The accounts for this bridge were produced. It showed 1-2 cents f. o. b. at Moncton, the charge \$448.41. In addition to this an item of \$85.93 was paid in 1896 which did not appear in the account, and Mr. Winslow said that he would bring down the voucher showing what this was

Dr. Pugsley requested the adjournment of the committee, as he had business before the house to which he must attend. The committee accordingly adjourned until 8 p. m.

FREDERICTON, March 21.-The investigation was resumed at 3.20 o'clock. Mr. Roy being still ander cross-examination by Dr. Pugsley.

MR. ROY'S PRIVATE PAPERS. The question came up again of requesting Mr. Roy to put in evidence his private papers showing full particulars of all the bridges built by the Hamilton Bridge Co. during the years 1898 and 1899.

Mr. Roy explained that these were private memoranda made by himself and not at the request of the company, and were made only as a guide for himself in making up tenders. The information they contained was wholly of a private character, and was such as every business man possessed in his own business and which he did not care to make public.

Mr. Hazen thought that the witness ought not to be compelled to divulge what were strictly the private affairs and business of his employers. However, if the chairman ruled that Mr. Roy must put the paper in evidence he (Hazen) wished it to be distinctly understood that the precedent was thereby established, and that other witnesses who may be called to give evidence may also be compelled to produce private documents and give testimony concerning their private af-

Dr. Pugsley and Dr. Stockton argued the question pro and con at some length, and the chairman ruled that Mr. Roy should produce the papers referred to. This Mr. Roy declined to

Dr. Pugsley then asked for and obtained a subpoens summoning the witness to produce and give up the

The subpoena was issued by the chairman and served upon Mr. Roy. Acting under the advice of Dr. Stockton, Mr. Roy still refused to give up

Dr. Pugsley then asked for a reso lution by the committee reporting the circumstance to the house, and compelling Mr. Roy to either produce the paper in question or commit the wit-

Mr. Hazen appealed to the committee's sense of fairness. Mr. Roy, he said, is only an employe of the Hamil-

on Bridge Co. He is willing to give all the inform size, weight, material, contract price etc., of all the bridges he knows anything about; but he does not think that he should make public nor compelled to make public the private business transactions of his employers To make these matters public would greatly prejudice them in their future operations and in tendering for bridge ork in their own province of Ontario. Moreover, if Mr. Roy was compelled to make public the information asked for the committee could with equal right insist upon the Messrs. Peters and Mr. uddock making public all their private business transactions. He (Hazen) did not think that the committee would in fairness, and as a matter of

formation which Dr. Pugaley insists upon his giving. Mr. Shaw said that it would be an injustice to the company in all their transactions in their own country to do as Dr. Pugsley asked. They are a leage firm, building bridges for municiralities ir Ontario, and no doubt they have made money upon their contracts, and it is not justice to compel an employe of the company to what he knows of the profits which the concern which he bas worked for may have made. It was placing any business man in a very un-fair and unjust resition to compel him to divulge to his customers just what profits he is making in dealing with

justice, compel Mr. Roy to give the in-

them. Mr. Carvell, the chairman, adhered to his ruling that Mr. Roy must give up the repers asked for. He said that the Hamilton Bridge Co. were not entitled to any sympathy nor consideration at the hands of the committee. They had volunteered this evidence and had sent one of their men here to testify, and they have nothing to complain of if they are now compelled to tell r-cre about their business than

they would wish to. Mr. Roy then said that he would give up the papers, which he did. After it had been marked by the chairman, it was eagerly and minutely scanned by Provincial Secretary Tweedie, Hon. Mr. Ferris. Mr. Peters and other interest-

ed rerties. Dr. Pugsley then wanted Mr. Roy to produce all the contracts, tenders and repers in connection with highway bridges of the Hamilton Bridge Co. for the years 1891 and up to the present time. Mr. Roy stated that he could not do that, as he had been with the company for only two years and the papers asked for were not in his custody. He would, however, upon returning home request the company to send the papers asked for to the committee. This was the best that he

This did not satisfy Dr. Pugsley, who wented to compel Mr. Roy to produce the papers asked for, when Dr. Stockton reminded him (Pugsley) that the promise made by Mr. Roy was as far as he would go now. If Dr. Pugsley insisted upon having the papers right off, let him have a subpoena issued and get them.

The matter then dropped, but Dr. Fugsley had enciner grieval He got the chairman to send a telegrem to Phelps Johnson of the Domirion Bridge Co., Montreal, informing that gentleman that he was required to bring from Montreal and produce before the committee all tenders and contracts for highway bridges which the Dominion Bridge Co. have made since 1891. Having gotten this telegram off, the examination was then proceeded with.

In reply to Dr. Pugsley, the witness stated that he did not know whether the Nova Scotia government had an inspector at their works while they that the steel had been charged at 6 were manufacturing the Hunter's Brook bridge. Structural steel for for steel being \$233.09. Additional bridge building purposes can be laid charges brought the total cost up to down at the works of the Hamilton Bridge Co. today for \$1.60 to \$2 per 100 lbs. Dr. Pugsley proceeded to asl Mr. Roy for information about the railway bridge building of the Hamilton Bridge Co., and although the witness stated and re-stated over and over again that he knew nothing about railway bridges, Dr. Pugsley took up about half an hour asking the witness questions on this phase of the subject, to all of which Mr. Roy retdied. "As I have just told you, I have nething to do with and know nothing about the railway bridges of the compuny; my work is upon highway bridges exclusively."

Dr. Pugsley then asked for an adjournment of the committee so as to enable him to look over Mr. Roy's private papers, which the committee had forced him to give up.

Mr. Hazen wanted to resume the inquiry at 8 c'clock, but Dr. Pugsley got an adjournment until 11 a. m. on Thursday.

Mr. Peters, proprietor of the Record Foundry Co., occupied a seat at Dr. Pugsley's elbow all day and prompted tim a great deal in the cross-examination of Mr. Roy. Hon. Mr. White and Provincial Secretary Tweedie, as well as Mr. Emmerson also took a keen interest in the pro ceedings and constantly conferred with and prompted Dr. Pugsley in his efforts to break the force of Mr. Roy's straightforward and valuable evi

Mr. Roy will go on the stand again tomerrow, and Dr. Pugsley has agreed to finish the examination in time to allow him to go home upon the afterroon train.

TEE FREE TRADE TARIFF. Farmer-You've removed the duty on

binder twine? Laurier (delighted)-Yes, all for you my friend. Farmer-And reduced the duty on

coal cil?

Laurier (enthusiastically)-Yes! yes All for you. Farmer-Then, how is it these two articles cost me more now than be-

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CANADIANS AND MAJURA.

The Western Morning News of Ply-

mouth, England, commenting on the

pert the Caradians played in the sur-

HIGHEST IN QUALITY.

render of General Cronje, says: "Of this we are confident. When success has crowned our efforts in South Africa, the powers that have shown such an unfriendly disposition will be at some nains to take into consideration rot only our navy, but the army we can raise within the empire, and they will see the beginning of nations where there were only colonies. If there is one thing for which we should be more thankful than another, it is that in dark days our splendid isolation disappeared, and we found all round the would the sons of England springing to arms and proving their valcur. That is worth all the disappointments we have experienced, all the losses we have endured. We are expecially glad, too, that one of our magnificent colonies can boast something which every regiment in the British army would give much to claim. It is the pride of Canada that she "averiged Majuba," and we would not rob her of this gratification for all of South Africa. It would have been a pleasure to know that it was an Erglish regiment which made the firal dash which brought Cronje to his knees, but we are ten times more delighted with the thought that soldiers from Canada had that honor. The dash forward in the night close to the Boer trenches was a magnificent piece of work, and had the Canadians not been restrained they would have teen into the enemy's trenches in a few minutes. Fortunately, the desired end was attained without a heavy sacrifice of life. When the Boers saw the Canadians so close to their position hope was abandoned and they gave in. Throughout Canada rings the proud cry that the soldiers of the dominion have avenged Majuba for the mother country.

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Even in cases too far gone to be perfectly cured great comfort and satisfaction have been given, as the remedy prolongs life by building up the general strength and checking the progress of the disease.

John G. Trenholm of Fort Lawrence, N. S., is dead, aged 55 years. He leaves a widow and eight children.



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