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LONDON, WEDNESDAY, SEPT. 12.

THE GOVERNMENT'S BACK DOWN.

The Mail and Empire proffers what may be regarded as the official explanation and defense of the Healey's Falls power lease.

It says the Government could have delayed action while the question of the development of the power by the Province as a public work was considered, estimated, and, perhaps, undertaken. "But," says the Mail, "according to the report of the hydro-electric power commission, an investment of \$550,000 would have been called for, and that sum would have had to be provided by the Province at once. This investment would probably have been the beginning of a series of similar financial operations, for, if the Province, without considering alternative ways of effecting the result aimed at, were to plant so much money in one locality, other localities would call for like consideration."

This is a repudiation of the policy of Government ownership to which Mr. Whitney and his colleagues in the Legislature subscribed in 1902. They supported, unanimously this resolution, moved by Mr. Miscalpell, seconded by Mr. Carscallen:

That in the opinion of this House, the waters of the Niagara River and its tributaries, as well as the waters of other streams, where necessary, should, at the earliest moment and subject to existing agreement, be UTILIZED DIRECTLY BY THE PROVINCIAL GOVERNMENT, IN ORDER THAT THE LATTER MAY GENERATE AND DEVELOP ELECTRICITY AND PNEUMATIC POWER FOR THE PURPOSES OF LIGHT, HEAT AND POWER, AND FURNISH THE SAME TO MUNICIPALITIES IN THIS PROVINCE AT COST.

Some members of the present cabinet led the public to believe that it would adhere to the principle of the Miscalpell resolution, but events have proved the contrary.

The Mail and Empire goes on to say, in connection with the Healey's Falls lease, that the Minister of Mines could have told the municipalities to produce their own power; but this plan, adds the Mail, "would have forced the municipalities to raise the necessary money."

Precisely! In other words, the power legislation of the Whitney Government is neither Government ownership outright, nor a sufficient incentive to the municipalities to undertake to develop water powers on their own account. In the case of Healey's Falls, the municipalities to be served would have had to incur an initial expenditure of \$550,000.

The Government's power bill has been touted as a triumph of public over private interests, and the hydro-electric commission has been represented as a good fairy, which by some hocus-pocus was to confer the benefits of public ownership and cheap power upon the municipalities. The chief organ of the administration cynically brushes aside this delusion and admits that the municipalities are not in a financial position to avail themselves of the Government's legislation, and the services of the commission. Mr. Whitney and his colleagues are hoist with their own petard.

One of the last acts of the Ross Government was an agreement to allow the Electrical Development Company to develop an additional 125,000-horsepower at Niagara Falls, upon condition that one-half of this amount was set apart for the use of the municipalities at a rate which was to be fixed by the Government. The present Government has announced its willingness to accept a \$12 rate from the power companies, though the actual cost of power is admitted to be lower. The legislation of the Ross administration compared favorably with that of its successor, from the standpoint of municipal ownership, though neither administration went so far in that direction as the advocates of the policy desire. The Toronto World is calling upon the Government to go to the logical extreme by exercising its right of expropriation at Niagara Falls, and by canceling the Healey's Falls lease. Perhaps some members of the cabinet favor this course, but the Premier and the majority of his colleagues do not. They are in a difficult position, but they made trouble for themselves by playing with public ownership sentiment and exciting false hopes among their radical supporters. They must wish that they had been less anxious to make political capital at the expense of their predecessors.

THE WESTERN FAIR.

The crowds pouring in by every train today and thronging the streets and Exhibition grounds, impress citizens anew with the importance of the Western Fair and its value to the city. The Fair is the great annual holiday

for thousands of the farmers of these western counties, their wives and children. They give it a more loyal support than the people of London. Too many citizens are apt to say that one Fair is pretty much the same as another, and if they patronize it they do so as a concession to the younger members of the family. The financial problems of the directors would be much simplified if the city showed the same appreciation of the Exhibition as the country. Citizens have a duty toward the Fair, as an enterprise which redounds to the reputation and profit of London. It is a civic institution and should appeal to civic pride.

It is probably true that the farmer gets more the Fair than the city man. The farmer has a more intelligent interest in the agricultural, live stock, and machinery exhibits, which constitute the greater part of the Fair. The city man is likely to seek for entertainment more than instruction, and to attach more importance to the circus features. It might pay the directors to cater to city people in a greater degree by an effort to provide more novelty in this department. The performance in front of the grandstand is an old story, and comedy and acrobatic work, equally as good, may be seen at the local theaters almost every week in the season. It is difficult to secure anything new in this line, but it might be a paying venture to imitate the Toronto Exhibition by advertising some great drawing card. The amusement features must not be subordinated to the true purpose of the Fair, but the directors need revenue, and might get good returns by risking money on a supreme attraction which would catch the fancy of city folks. It would give the publicity department of the Fair a chance to do some effective work. A little more of the showman's instinct might do more harm.

BOOT ON THE WRONG FOOT.

Canadian exporters are complaining of the new Australian tariff, which will probably injure the Canadian export trade. Canadian implement makers, especially, will be hard hit. The Australians are acting on the principle enunciated by Mr. R. L. Borden, when he said, in defense of the tariff which obstructs the entrance of British goods into this country, that a factory in Canada was as useful to the Empire as a factory in Great Britain. The Government of the Commonwealth evidently believes that an implement factory is as well-placed in Melbourne or Sydney as in Toronto or Montreal. Isn't this the gospel the imperial preferentialists of the Canadian Manufacturers' Association have been preaching, including implement-makers like Mr. Cockshutt, of Brantford? They would give a preference to the products of countries under the British flag out of sheer patriotism, but they the preferential tariff must not be so low as to allow these goods to displace the output of Canadian factories. The Deakin Government of Australia declares it is favorable to the preferential idea, and it is proceeding to interpret it as some Canadian manufacturers have done. The latter are squealing because the boot is on the other foot.

CITY AGAIN MEETS THE GRAND TRUNK

[Continued from page one.]

best of this bargain, and you don't seem to appreciate it."

When the agreement was taken up there was but one visitor in the city hall, and that was Mr. P. J. Watt. Before the meeting closed, the audience had grown to half a dozen or more.

Were Getting Along.

The Grand Trunk gave in to the city on a number of counts, and, on the whole, seemed favorable to a speedy settlement of the matter. Mr. McGuigan agreed to light the subways at the cost of the company, and also to construct and maintain cement walks in the subways. Further, he consented to give the city, gratis, any portion of land owned by the Grand Trunk, and which may be needed to make the Wortley road a uniform width of 55 feet, should the work be attempted after the construction of the subway on that thoroughfare.

Thus the city and the company got along well until the liability snag was struck.

The Wharncliffe Road Tangle.

The first tangle arose over the width of the subway at the Wharncliffe road. At the last meeting the city asked for 66 feet clear, but the company's plans produced last night only called for 56 feet, with a pier in the center.

Ald. Garratt said the council would have to repeal its former action, if the company's proposal of 56 feet, was accepted.

Manager McGuigan said that if the city would be satisfied with a 12-foot headway he could give 66 feet in the clear. But he could not give the 14-foot headway and a 66-foot opening, because of the increased depth of the substructure required. It would be, practically an engineering impossibility. He produced a memo of a former agreement which the city had practically agreed to, and it called for 58 feet.

Ald. Cooper said the 14-foot headway would not be ample for the passage of cars, but Mr. McGuigan denied this.

"We are spending \$11,000 to better the street railway line," he said. "The company must be reasonable. To give a greater headway we would have to cut three or four feet off the street, and

I know the city will not stand for this."

Manager King said a 14-foot subway would mean that the company would have to remove the poles from the wires when going under.

Mr. McGuigan said that the laws of Canada call for only 14 feet, and until lately it was only 12 feet. He added that if the city would agree to make the incline of the approaches steeper than the plans called for, say 1 foot in 16, instead of 1 in 20, a 15-foot headway could be given.

Mr. King admitted that this grade would not be an objection to the company.

Must Be a Pillar.

In reply to a question Mr. McGuigan said no matter what the headway might be there would have to be a pillar in the center of the street.

Ald. Cooper moved that the 15-foot headway, with a grade of 1 in 16, be accepted, but Ald. Garratt said the council should first decide whether it would have the 66-foot subway asked for, or a 56-foot opening, as the company's plans suggested.

Ald. Matthews asked the mayor for a ruling as to whether the matter had been finally decided upon at the last meeting.

"I rule that we are starting all over again," the mayor said. "We may adopt the report of the committee of the whole from last meeting, or we may adopt any part of it. Nothing has been finally settled."

Ald. Garratt moved then that the opening be 66 feet. Ald. Matthews seconded.

"Impossible," Says McGuigan.

Manager McGuigan objected.

"If you carry that clause," he said. "We may as well ask you to adjourn. We can't do what you ask."

Ald. Greenless protested against the frittering away of time by the council by certain aldermen who were asking impossibilities.

Mr. McGuigan said the present Wharncliffe bridge is only 30 feet wide, including two sidewalks.

"Will the G. T. R. assume all liability for the placing of a pillar in the center of the street?" Ald. Gillean asked.

"No," Mr. McGuigan replied, emphatically.

In reply to a question, Mr. Meredith said that if the city allowed the company to place a pier in the center of the street, the city, not the company, would be liable for damages which might result through accidents.

Mr. King objected to the pier in the center. He said it would result in great danger to passengers and vehicles, and only one line would be used and it would run through one side of the subway. He suggested that two piers should be put up one on either curb out of the roadway, so that cars might be operated, as now, in the center of the street. Mr. King pointed out that the city bylaw compelled the company to run in the center of all streets. He intended, he said, to stand by this bylaw.

To the mayor, Mr. Meredith said that the city can do nothing unless the street railway is agreeable to changing its present line. The city is bound up by its agreement with the company and cannot change the location of the rails.

"Do I understand that you protest against the pillar in the center of the street?" the mayor asked Manager King.

"Certainly do," Mr. King replied.

"Then we may as well adjourn," Ald. Saunders said.

"The other night Mr. Smallman told us all matters between his company and the G. T. R. were settled," Ald. Greenless said. "Now we find this is not true. It's a downright piece of impudence on the part of the street railway to do this, and have us holding useless meetings in this manner."

"You can't move the tracks without the consent of the street railway?" asked Mr. McGuigan.

Who Owns the Streets.

"No," Mr. Meredith answered.

"And I thought you owned the streets," said Mr. McGuigan, sarcastically.

"How do you safely operate a line on the present bridge, which is only 30 feet wide?" he asked Mr. King.

The latter answered because the line was operated in the center of the bridge.

"Well, you can run your cars in the center of one of the openings in the subway, each of which will be 28 feet," Mr. McGuigan answered.

"Will you assume liability for accidents if you are allowed to put the pier in the center?" Ald. Cooper interrupted.

"That is something that no railway in the country will do," the manager replied. "When we take our rails from the streets they are yours. We are doing very much for the city of London. We are spending \$500,000 on the improvements west of the city. The city is getting its streets to the west improved at great cost, and is not paying a cent for the improvements. In Detroit, the company is not being asked to stand for any liability in connection with the raising of the Grand Trunk tracks."

It was then suggested that an adjournment of fifteen minutes be made to allow the Grand Trunk and the street railway to come to terms regarding the Wharncliffe subway.

Mr. McGuigan, Mr. King and Mr. Smallman went into the committee room and thrashed the matter out.

In a short time they appeared in a council chamber and announced that a settlement had been arrived at in accordance with the views of Manager King.

Mr. McGuigan said he was prepared to change his plans for the subway, and instead of the pier in the center of the street, to have a 36-foot girder over the center, giving 24 feet clear space for the roadway, and to have two 15-foot girders, one at either side over the sidewalks. There would under this plan be two rows of pillars in the street—one on either curb, next to the walks.

Mr. King said the scheme met with his approval, and he thought it the best for the citizens in general.

Ald. Gillean, seconded by Ald. Gerry, moved that the clause be adopted.

Some of the aldermen wanted a rider attached that the company assume all liability for the placing of the piers on the curbs, but again Mr. McGuigan objected.

He could not see that the street would be any more dangerous than at present, and the city is now responsible for all suits for damages.

Mr. Meredith said the city has an absolute indemnity from the street railway company for any accidents which may occur through the placing of poles on the streets. There is no indemnity for the placing of telephone poles, etc.

Ald. Greenless said he was disposed to adopt the Grand Trunk proposition, providing the city's liability would be no greater than it is now. After what the city solicitor had said, however, he did not know how to vote.

He thought it would be advisable to adjourn for a couple of days to consider the matter and find a way out of the difficulty.

Ald. Matthews was eager for an adjournment. He wanted the city engineer and Engineer Moore to make a report on the subject.

Mr. McGuigan said he must object to any delay. The season is moving along rapidly, and soon it will be impossible to work on the improvements.

"If the delay is to be perpetual," he said, "we may as well drop the whole matter and proceed with the works under other plans."

Vote on Three Spans.

A vote was then taken on the motion to accept the subway with the three spans and piers at the side, and it was adopted, as follows:

Yeas—Ald. Greenless, Cooper, Gillean, Stevenson, Armstrong, Wyatt and Gerry—8.

Nays—Ald. Matthews, Booth and Garratt—3.

The matter of liability for the piers was left over until the last.

Next, on the same vote, the council decided to allow the company to depress the Wharncliffe road an extra foot, so as to give 15-foot headway under the tracks, instead of 14 feet, as originally proposed, and as called for by the railway act. This headway is satisfactory to the street railway.

Wortley Road Again.

The Wortley road subway clause was then taken up. Mr. McGuigan wanted it made 56 feet in the clear, with no piers, but Ald. Matthews, seconded by Ald. Saunders, moved that it be 66 feet.

City Engineer Graydon said there is no definite width to the street now. Some places it is 49 feet, some places 56 feet, and some places 66 feet.

Mr. McGuigan explained that the company will only widen the street to 56 feet. The entire street will not be widened by the company, he said.

Ald. Stevenson, seconded by Ald. Armstrong, moved that the subway be 56 feet. The motion carried.

To Ald. Stevenson, Mr. McGuigan said that the company is willing to enter. Any portion of the lots it may own on the Wortley road for the purpose of widening the street, when the work is undertaken.

This agreement was placed in the official document.

Lighting of Subways.

Mr. McGuigan objected to the clause which compelled the company to light the subways. The company doesn't light them now. Why should they be compelled to light them under the new agreement?

"Under such a wide open clause the city engineer could compel us to put up 400 lights," the manager concluded.

City Engineer Graydon said one are light or five or six incandescent lights would be sufficient for each subway.

Despite Mr. McGuigan's protest, the clause carried unanimously, and Mr. McGuigan then fell in with the proposal.

The Drainage Clause.

Mr. McGuigan objected to the drainage clause. He said he was willing to attend to all drainage made necessary while the works are in progress, but he objected to being held perpetually liable. He would leave the roadways in proper shape, and to the satisfaction of the city.

The clause carried, however, and it makes the company completely liable for all the drainage occasioned by the works. Mr. McGuigan did not object further on this point.

As To the Cove.

The Cove bridge was then taken up. Mr. McGuigan said that if he owned the railway, the river and the city, he would put up a bridge of one span of 300 feet, but he feared that if this was done now, the company would be held liable for damages in case of a freshet, because of the reducing of the width of the span.

Consequently he had recommended the two spans, making 360 feet, with an additional headway of about two feet.

Mr. P. J. Watt, who was present, said that the G. T. R. bridge south of King street is as long as one of the spans proposed by Mr. McGuigan for the Cove, and it had a much greater headway than it is proposed to give at the Cove bridge. He thought the company could give at least 30 feet of headway.

The clause as proposed in the agreement, and as outlined by Mr. McGuigan, was then carried. Only Ald. Matthews, Booth and Garratt voted against it.

A Hot Exchange.

Ald. Matthews moved that the headway be 30 feet, but the council deemed this impracticable. He ran foul of Ald. Cooper and Ald. Gillean in a hot debate. The latter said Ald. Matthews was full of "hot air," and was unloading it on the council.

Mr. McGuigan at once agreed to a proposal to construct cement sidewalks in the subways, both sides, at the cost of the company.

The manager also stated that the street cars would have to be removed from the Wharncliffe road for a period of about 60 days while the improvements were being made. Manager King said this was satisfactory to him so long as the city was agreeable to changing the route of the cars mentioned at any time.

Ald. Matthews wanted a tunnel under the embankment where it crosses the city's water main, so that a break there might be easily repaired. The council merely, however, inserted a clause which gives the city the right to make any needed repairs to the main at any time.

The clause to deed the strip of the city sewage lands to the Grand Trunk and by them to be transferred to the London Street Railway, was carried by the usual vote, 8 to 3. Ald. Matthews, Booth and Garratt alone opposing it.

Mayor Judd said the city paid \$1,500 for the entire piece of land, of

J. H. CHAPMAN & CO

This Store Open Tonight Until 10 o'Clock.

A Word to Fair Visitors About New Garments

The keenest interest is being evinced in our showing of new Fall and Winter Coats, which is increasing in variety every day. We want to say a word to visitors. The early showing is made largely for your benefit, and you are especially invited to inspect the new garments. Before touching on styles we strongly emphasize low prices. **"Chapman's values are unsurpassed"** is a caption that is proven over and over every day. Now for a hint about styles—the Mannish Sacks, Tourist and Prince Chaps are all of one order, loose and mannish, many of them reaching almost to the bottom of the skirt, the lines of the back are so formed as to come in at the waist and then spread out, making it a very becoming style to everyone. There are fitting coats as well in our showing. One pronounced suit coat is in Norfolk style with a shawl collar.

Come today and see them all. Everyone welcome.

Another Shipment of Furs

Yesterday we supplemented our already large stock of New Furs with a large delivery of newest Neck-Pieces and Muffs, as well as Fur Coats. Fair visitors are cordially invited to see this big showing of newest furs marked at closest prices.

Visitors, See the New Ribbons

Handsome Broad French Ribbons to match the new shades in Dress Goods—See display at front counter.

Small Bone Hairpins 6 in a box for.....15c

Black Back Combs with jet settings. At.....75c

Black Back Combs with rhinestone setting at 25c and 35c

New Shell Back Combs ornamented at 25, 50, 75c, \$1

Gray Back and Side Combs at.....35c and 50c

Amber and Gray Barrettes at.....15c and 20c
Collar Pins at 10c, 15c and 25c set.

Fall Ready-to-Wear Hats

We again cordially invite visitors in the city to our display of new Fall Millinery, which embraces a complete collection of Street and Tailored Dress Hats for fall and winter wear. Every new feature in millinery is depicted in this showing and visitors will find much to interest them. Millinery Showrooms 2nd Floor.

New Neckwear

Dainty Chiffon and Lace Collars in exquisite pastel shades and white and cream. Shown in front case.

Scotch Cork Linoleums

600 yards Genuine Scotch Cork Linoleums, in light and dark grounds, floral, block and tile patterns, especially priced for this week at 35c square yard instead of 45c. Don't forget at Chapman's.....35c

J. H. Chapman & Co., 126, 128, 128½ Dundas St.**"QUALITY OF TONE OUR KEY NOTE"****Nordheimer Piano Exhibit At Nordheimer Hall 188 Dundas Street.**

We cordially invite all intending piano purchasers to visit our Concert Hall and Warerooms, where we have displayed an immense stock of World Famous Steinway & Son Piano (New York), and the Celebrated Nordheimer, the Representative Piano of Canada. Finished in all the latest designs and veneers.

We have no exhibit at the Western Fair Building, knowing that we can give our customers much better satisfaction by selecting a piano at our warerooms, where they can take their own time and thoroughly inspect every part. Our stock is larger by far than shown at the Fair or elsewhere. Quality of Tone counts in buying a piano, no person can judge Tonal Quality at the Western Fair; it is impossible amidst the noise and confusion.

The very best toned pianos can only be heard at Nordheimer Hall.

It will pay you to see us before purchasing elsewhere.

Store open evenings during Fair Week.

Nordheimer's, Limited, 188 Dundas St., London.

which one-quarter is being given to the Grand Trunk.

The Springbank Switch.

The switch from the steam railway to the Springbank line was next discussed. The connection is now immediately west of the Wharncliffe road, but the raising of the tracks means that it must be made further east.

The matter of making final arrangements for the new switch was left to a special committee with power, composed of Mayor Judd, Ald. Garratt, the chairman of the water commission, and the city solicitor to confer with the Grand Trunk.

An Ultimatum.

Next the much talked of liability clause, so often brought up and left over, was wrestled with.

The clause had been originally framed with the idea that the Wharncliffe roadway was to be free of all piers or pillars and 66 feet wide, and consequently that subway was not included in the matter of indemnity, when the agreement was prepared by Mr. Meredith.

"You may be able to give us a subway without any pillars," Ald. Cooper said. "Then the liability difficulty will be removed."

"We could do it if you would consent

amended so that the company be made responsible for all actions which might arise through pillars being placed on the curbs.

A vote was taken, and the amendment was carried by a vote of 6 to 5, as follows:

Yeas—Ald. Cooper, Gillean, Matthews, Booth, Garratt and Wyatt—6.

Nays—Ald. Greenless, Stevenson, Armstrong, Saunders and Gerry—5.

Before the yeas and nays were recorded, Manager McGuigan stated emphatically that he would not accept the responsibility of defending actions which might arise through every Tom, Dick or Harry running into the pillars, but the council refused to change its mind.

"Before you go any further, gentlemen, you may as well understand that we will not be liable for actions resulting through the placing of pillars on the curbs next to the walks," Mr. McGuigan again warned.

"You may be able to give us a subway without any pillars," Ald. Cooper said. "Then the liability difficulty will be removed."

"We could do it if you would consent

to depressing the roadway a little more," Mr. McGuigan replied.

Ald. Saunders said it was a pity that the whole agreement was held up because of this one clause. The agreement had been "bucked" right and left.

"We're acting like a lot of kids," he concluded. "Some of us appear to be talking merely for talk's sake."

"If anything is to be done, it will have to be done at the next meeting of the council," the mayor stated. "A notice of reconsideration will have to be given by some alderman who voted in the majority."

Ald. Cooper then gave the notice, so that the matter may be straightened out, providing the company brings in another plan for the subway which will do away with the piers.

And thus, after nearly five hours' deliberation, and after agreements had been reached on all points save the liability clause, and the placing of the Springbank switch, which is to be moved east of the Wharncliffe, the whole agreement came down like a house of cards.

The majority of the aldermen left the council chamber in very bad humor.