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AGREEMENT WITH THE GRAND TRUNK

Continued from page one.

Mr. Crowley's approval," said Ald. Garratt. "I had absolutely nothing to do with it," Mr. Crowley corrected. In reply to Ald. Gillen, Mr. Meredith stated that if pillars are allowed on the street, 66 feet in the clear will have to be given, or else the sanction of the Legislature must be secured. "It makes no difference by what means the street is narrowed," the solicitor said. "If it is narrowed at all, the sanction of the Legislature will, in my opinion, be necessary."

Ald. Stevenson said that all the space of the subway should not be given to vehicles. Pedestrians should be considered. He favored the plan submitted by Superintendent Brownlee. By a vote of 7 to 2, the Grand Trunk plan was then adopted.

It was explained by the mayor that the plan was asked for by the council, and was prepared at the order of that body.

The vote on the motion was as follows:

Yeas—Ald. Greenlee, Cooper, Gillen, Stevenson, Saunders, Wyatt and Gerry—7.

Nays—Ald. Matthews, Booth and Garratt—2.

A motion was then put through, moved by Ald. Saunders, and seconded by Ald. Stevenson, that the sidewalks be two feet six inches higher than the roadway.

Company Objects.

Superintendent Brownlee objected to clause 17 of the agreement, which in very plain language gave the city the right to enter the company's property at all times to remedy any breaks which might occur in the water main or sewer pipes, where they run through Grand Trunk land.

A letter was read from Engineer Moore in which he suggested that the main be moved away from the G. T. R. embankment, or else an archway be built over it, and under the embankment, so that in case of a break the pipe could be easily got at.

Ald. Garratt moved, seconded by Ald. Matthews, that the pipe be diverted at the expense of the company to avoid the embankment.

Superintendent Brownlee said the company was willing to divert the pipe, but not at its own expense. It would cost \$5,000.

"You may as well spend this sum now as later on," Ald. Garratt said. "The indemnity clause will compel you to make all repairs later on if trouble occurs."

"Then we won't accept the indemnity clause," Mr. Brownlee declared. "Well, the agreement will never pass the council," Ald. Garratt said.

"Very well, we'll let it go at that," Mr. Brownlee answered.

Ald. Garratt's motion was then put and lost, 7 to 3.

Question of Right.

Ald. Matthews, seconded by Ald. Garratt, moved in amendment, that the company construct an archway over the main, and if the company refuses that the archway be constructed at the expense of the city.

It was estimated by Ald. Garratt that the work would cost \$2,000. Mr. Brownlee said that if the city is going into this sort of business, a long tunnel, which would do away with the embankment, over the two sewer pipes and the water main, should be built. But he smiled when asked to give an estimate of the cost.

Mr. Biggar argued that as the company owns the land, and had allowed the city to put the main through free of cost for over 25 years, it was a little high-handed to attempt to tell the G. T. R. what it shall do on its own property, or to seek to compel the company to build an archway at great cost to protect the city's pipes.

The amendment of Ald. Matthews was defeated, 6 to 4. Ald. Saunders then voted with Ald. Booth, Garratt and Matthews.

Then the original clause, to which Mr. Brownlee objected, was taken up. Mr. Biggar said he was willing to accept all obligations which may have been incurred by the agreement, which allowed the pipe to go under the company's embankment, but he refused to go further, as the clauses inserted by Mr. Meredith might change the relations of the party to the agreement.

Nevertheless the clause passed by a vote of 7 to 2. By it the city is not liable for any damages to the G. T. R. which may occur through breaks in the

main or sewer pipes under the embankment.

The Springbank Switch.

Next the Springbank railway switch was taken up. It was agreed by the committee of the city council and water commissioners that the connection should be made at a point east, instead of west, of the Wharncliffe.

A deputation of residents of Beaconsfield avenue protested against the switch being connected where it will cross the avenue, as it will injure the property there, and will be a menace to the lives of citizens.

Mr. Wm. Peacock addressed the council. He wanted to know if there would be any provision to keep the switch from being filled with freight cars. Mr. Lou Paladino also spoke for the deputation, and asked the council to preserve the rights of the citizens.

Ald. Garratt said the switch will be built on the property of the street railway, and the council has no power to say what shall be done with it. The switch will injure no one, he said. It will join the street railway tracks immediately east of the Wharncliffe road.

Ald. Booth said the switch will run quite a distance on Beaconsfield avenue. A block to prevent the cars running down on to the street railway tracks will be put in. He said the switch will undoubtedly prove an injury to the property on Beaconsfield avenue.

Ald. Gerry declared it behooved the city to see that the street railway and G. T. R. should be bound so that they cannot keep cars on the switch, which will be a nuisance to the people of Beaconsfield avenue.

A Grievance.

Ald. Matthews said it should have been left to him to call a meeting of the special committee to view the place, and which visited the avenue the other day, but he had been ignored, and another man (Ald. Garratt), had called the meeting.

The mayor said that if Ald. Matthews had done his duty it would not have been necessary for Ald. Garratt to have brought about the meeting.

At this time Ald. Matthews was sitting facing the crowd in the hall, and the mayor called to him to order.

"Face the chair," said the mayor. "The alderman said he moved that the petition of the Beaconsfield avenue people be referred to the special committee he had spoken of, but the motion was lost."

A clause was adopted to the effect that the switch be put in east of the Wharncliffe road.

Mr. Meredith explained that any stipulations regarding the prompt removal of cars, and also that the switch be used only for carrying supplies for the water commissioners and the street railway would have to be inserted in the agreement between the city and the street railway.

Ald. Garratt moved that a clause be inserted to the effect that cars must not be allowed to stand on the switch longer than twelve hours.

Another Row.

Mr. Ivey objected. He said the street railway owns the land most of the switch will be built on, and he could not see where the city had any right to dictate as to the time cars should stand on it.

"When Mr. King or the street railway objects," Ald. Matthews said, "silence prevails. The other night when the manager objected, an adjustment followed. But when the great city of London objects it is laughed at. How is this, your worship?"

"The mayor grew red in the face and he 'jumped on' Ald. Matthews with both feet."

"I am here to look after the interests of the people of London—just as much as you are," he said. "You are only one alderman in twelve. Your insinuations are unbecomingly for you have no right to say all things you have said tonight, and at other meetings. If we differ with you, we have a right to do so, and we are just as honest and straightforward, and just as careful of the people's interests, as you are."

Ald. Stevenson said it would protect the people of Beaconsfield avenue sufficiently if an agreement was reached, whereby Grand Trunk cars would not be allowed to stand on the switch.

Ald. Garratt's motion was then put, and defeated, 5 to 4. Thus there is no provision as to the length of time cars may stand on the switch.

The Liability Clause.

Ald. Cooper's notice of motion to reconsider clause 28, which related to the liability for the Wharncliffe subway, and the reconsideration was carried 7 to 2.

Ald. Stevenson, in voting yes, said the city had repeatedly placed pillars in the roadway, as on Clark's bridge, for example, where the roadway is divided into a space for vehicles, one for the street railway, and one for pedestrians, and yet no one had, through these pillars or pedestals, brought suit against the city. Telephone and electric light poles are also allowed on the street, and nothing is said of them. In conclusion he said he didn't think the liability clause should apply to the Wharncliffe road subway.

Ald. Greenlee thought the city might waive all indemnity for damages through accidents by reason of the pedestals in the subway after the completion of the construction, provided that the company was willing to assume abutting damages which might occur through the building of the subway.

Ald. Stevenson then moved, seconded

by Ald. Cooper, that the liability clause be so framed as to not apply to personal damages as the result of the placing of pillars in the subway.

Ald. Cooper said the subway would be much safer than King street bridge, or Dundas street, between Colborne and Waterloo.

Ald. Wyatt could see no reason for the clause applying to the Wharncliffe subway.

Ald. Matthews said that the objections of the Grand Trunk to the accepting of the liability clause convinced him that it should be part and parcel of the agreement.

Ald. Booth took a similar view. So did Ald. Garratt.

Amended Clause Adopted.

Ald. Gillen argued that so long as the Grand Trunk was willing to assume all liability for damages to property there appeared to him to be no reason why the city should insist on indemnity for personal accidents.

He didn't propose to block the whole agreement on a mere technicality.

Ald. Stevenson's motion was then put and carried on the following vote:

Yeas—Ald. Gillen, Greenlee, Stevenson, Saunders, Wyatt and Gerry—7.

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

The council then put through an agreement between the water commissioners and the G. T. R. for the putting in of the new switch east of the Wharncliffe road. By agreement the G. T. R. has power to operate steam locomotives and 60 tons with loaded cars as far as the coal sheds at the waterworks.

Framing the Clause.

City Solicitor Meredith refused to draft the new indemnity clause for the Wharncliffe subway until such time as he shall have had time to do it properly. He asked that City Clerk Baker be delegated to confer with Mr. Biggar and himself when the clause is being drawn up.

Ald. Garratt wanted it done at the meeting, but Mr. Meredith refused.

Mr. Biggar said he was willing to accept the liability clause proposed by Mr. Meredith at the last meeting and which did not specify damages for accidents, which might occur through the placing of pillars in the subway.

Manager McGuigan explained that the company has just elevated two miles and a half of its lines in Chicago, and it had not been asked to assume liability for the pillars.

"In all my experience I never was asked to assume this liability until London asked it," he said.

The council then adjourned until Wednesday night, when the new clause will be submitted and the bylaw will be passed.

HOLOCAUST OF HORSES

Three Fires in Detroit Result in the Death of Seven—Loss \$6,000.

Detroit, Sept. 17.—Fire yesterday seemed to have a peculiar savage tendency toward the destruction of horses. In three fires during the day, two of them believed to be of incendiary origin, 45 horses were endangered, and 7 of that number burned to death. The loss was \$6,000; insurance small.

The firm of Garner Bros., 141 Willis avenue east, was the greatest loser. Three barns leased by that firm were totally destroyed, seven horses dying as the result of burns and suffocation. A quantity of feed, harness and supplies was also destroyed. Loss to the firm over \$4,000.

The first fire started in the Willis avenue barn, at 12:07 o'clock in the afternoon. That barn was totally destroyed, and five of the eighteen horses stabled therein were burned to death.

The blaze leaped across the alley to the barn in the rear of 134 Canfield avenue, also occupied by Garner Bros., and destroyed that. An adjoining barn, in the rear of 136 Canfield avenue, also caught fire and was partially destroyed.

The barn in the rear of 141 Willis avenue is owned by "Gnus" Schultz, St. Antoine street and Willis avenue. His loss is perhaps \$500, and that of Garner Bros. \$3,000. The latter have \$1,500 insurance.

The barn across the alley, in the rear of 124 Canfield avenue, also leased by Garner Bros., is owned by J. H. Cooper, Canfield avenue east. He estimates his loss at \$900; barn damaged to about \$50.

The second fire broke out shortly after 3 o'clock. The barn was owned by George Clark and had been leased recently by Garner Bros. Six horses of them were gotten out. The loss at the barn is estimated at \$1,000, with no insurance.

At 7:35 o'clock yesterday morning Roy Williams, son of H. W. Williams, proprietor of the riding school, Brainerd street, endeavored to find the leak in a gas jet in the barn, and when he lighted a match the gas immediately ignited and the flames shot out of the wall of the barn, setting the hayloft ablaze in a second. Mr. Williams and his daughter, Miss Carrie, came running from the house. The young woman led out three horses, and her father, aided by his son and employees, succeeded in saving all the rest of the 21 horses stabled in the barn.

FOR THE I. O. O. F. DEMONSTRATION

And parade at Toronto on Wednesday. Sept. 19, the Grand Trunk will run a special train, leaving London station at 6:30 a.m., and arriving Toronto 9:45 a.m. This will give passengers the advantage of a fast run, arriving in ample time to get advantageous positions to view the parade.

TORONTO AND THE I. O. O. F.

The Grand Trunk, ever ready to meet the wishes of its patrons, have arranged to run a special train from London station at 6:30 a.m., Wednesday, Sept. 19, which will arrive in Toronto at 9:45 a.m. The best of accommodation and fast run assured.

The newly organized Bank of Commerce and Industry, with \$10,000,000 capital, has opened for business at Mexico City. James Stiver, of New York, and H. Clay Pierce are among the members of the board of directors.

It is easier to pose as an optimist than it is to be one.



To His Pleased Customers

The wise grocer studies his customers—knows their likes and dislikes—knows that his best trade want

Mooney's Perfection Cream Sodas

He lets them know that he has their favorite biscuits—and sees that they are not asked to buy something "just as good," which is NOT as good.

Grocers who want to please their patrons always have Mooney's Perfection Cream Sodas in their hygienic packages—air-tight and moisture-proof.

Advertiser Correspondence

WHERE IS THE MONEY TO COME FROM?

To the Editor of The Advertiser:

I have read in your paper recently a good many letters on the power question in which it appears there is considerable difference of opinion as to the benefits to be derived from a municipal undertaking in this respect.

Mr. Williams in his letter to the City Council makes a very strong point against the proposal that Toronto should contract with the Hydro-electric Commission for 30,000 horsepower.

From his letter and from other sources I understand that outside the Toronto Electric Light Company and the Toronto Railway Company there are not more than 10,000 horsepower used in the city of Toronto.

Now, Mr. Editor, suppose the city contracts for 30,000 and the Hydro-electric Commission distributes \$25 per horsepower at that rate. That figure is somewhat higher than the terms of the Hydro-electric Commission, but is decidedly lower than the published estimates of other engineers, such as Veritas and J. Stanley Richmond, who give logical reasons for the figures they submit. If the city of Toronto contracts for 30,000 horsepower at \$25 it means an annual obligation of \$750,000, in addition to the cost of distribution, and this amount the city will have to guarantee to the Hydro-electric Commission.

Where is the money going to come from to pay this power? Everyone knows that the electric light and railway companies will get their power from the Niagara Development Company, with which it is announced they have a contract, and with which they have friendly relations.

Even the other 10,000 horsepower will not be open for municipal service, as there will undoubtedly be competition for it from the private companies. If, therefore, seems inevitable that if the city contracts for 30,000 horsepower it will have most of that amount left on its hands for a number of years to come and the taxpayers will be assessed to pay for this contract in order to help out the other municipalities who may seek to do business with the Hydro-electric Commission.

From the standpoint of the ordinary citizen it seems to be the worst of business deals for the corporation of Toronto to plunge itself in a purchase of 30,000 horsepower per annum without prospect of a market for more than one-third of that amount for some years to come. I hope that the City Council will consider well before entering on such a contract, and believe that the ratepayers will not consent to burdening the city with large liability until it can be shown that the power thus purchased can be immediately sold to consumers.

Toronto, Sept. 14. Henry Moxon.

EGERTON STREET MISSION.

To the Editor of The Advertiser:

Would you again favor me with a very small space in your paper to answer Mr. Graydon's communication of the 5th inst? He there addresses to me a statement that he gave to the Egerton Street Mission the ground on which their building stands. He states that the mission may have purchased enough additional land to make up the 80 feet, but that the first property acquired by the mission was a free gift, that he gave it from his portion of the estate. I wish to state that this statement is no more correct than his first statement. The 80 feet which was purchased by the mission in June, 1893, was the first and only land owned by the mission and was bought and paid for in cash for \$35, all it was worth at that time, and for which it has a deed duly registered.

It is apparent that Mr. Graydon is laboring under some delusion, and I have no doubt he will find it out when his brother returns home.

Would say the Egerton Street Church since its organization as an independent church has purchased the rest of the land on the corner of Egerton street.

WM. GURNEY.

London, Sept. 17.

MUNICIPAL OPERATION OF FRANCHISES.

To the Editor of The Advertiser:

Sir—I was much interested in reading the special article in the Mail and Empire of Sept. 15, giving a synopsis of Mr. N. Ford's conclusion on the subject of municipal operation of the franchises in Great Britain. Mr. Ford's high standing as a newspaper man and investigator makes his conclusions very valuable, while the fact that they support the views of other recent investigators lends additional interest to them.

It is quite true that the operation of industrial enterprises or public franchises by municipal corporations in

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Black Broadcloths. 48 inches wide. Soft finish. Exceptional value at.....	\$1.00
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Great Britain has led to a large and alarming increase in the municipal debt of the country. As a result, the subject has been investigated by a parliamentary committee, and it is now admitted by all classes of thinkers in Great Britain that the indulgence in municipal trading is a source of great danger to the municipalities.

It is well known that municipal government in Great Britain is subject to severe restrictions through the board of trade and the local government board as to permit of an additional check on the operations of municipalities in this and other respects. The system of municipal audit is also very far in advance of other countries, and in these and many other ways safeguards are thrown round the operation of commercial undertakings by municipal corporations. Yet, notwithstanding these facts, disastrous results have followed. It is true that in some instances the results of municipal ownership have been satisfactory. The general experience of Great Britain has, however, shown that once municipal trading is begun the tendency is to go from one step to another, and the result is a dangerous increase in the public debt.

Furthermore, as Mr. Ford points out, municipal operation of industries and franchises has led to a different and lower class of men seeking places in the municipal councils. The instinct of the public mind with reference to the profits or losses resulting from these ventures, with the result that the ordinary citizen loses an intelligent interest in the conduct of municipal affairs.

If this is the case in England, where municipal government is so well organized, how much greater will be the danger in Canada? The question of municipal ownership is actively before the Canadian people today, and many papers as well as public men have been led by its apparent immediate benefits to an endorsement of the principle. In my opinion the matter should be looked at from a deeper and broader standpoint than has so far been evident in the discussion carried on in the public press, and we should not only consider the present enterprise, but should examine closely the history of municipal ownership in once to the ultimate results which may come to the municipalities of Canada from indulgence in it. Yours, etc.

OBSERVER.

Toronto, Sept. 17, 1906.

Proved After Fifty Years.

The test of time has proved that Putnam's Corn Extractor cures quicker, with less discomfort, and more thoroughly than anything else. Contains no acids, is purely vegetable and absolutely guaranteed. Insist on Putnam's only—it's the best.

Feather Beds, Pillows and Mattresses renovated and sterilized; also manufacturers of Mattresses, Feather Pillows, Cushions and Spring Beds. Brass and Iron Beds, 12 Slaves, Furniture, Camp Beds, at the Feather Bed, Pillow and Mattress Cleaning Factory, J. P. HUNT & SONS, 592 Richmond street, Phone 397.

WORK IS SUCCESSFUL

What Mr. T. E. Taylor is Accomplishing Among Colored Men.

The Freeman, published at Indianapolis, Ind., in the interests of the colored people of the south, has the following reference to the work of the Colored Y. M. C. A. in that city, of which Mr. Thomas E. Taylor, formerly of London, is secretary:

"The Colored Y. M. C. A. at this time is doing an effective and promising work and the members and officers have every reason to feel much encouraged. The association now occupies a nice building at the corner of North and California streets. Every room with the exception of one is used for association purposes. On the lower floor is located the gymnasium, general office and public reading room. All three can be thrown into one large room making an assembly hall capable of holding 200 people. Upstairs is the members' reading, Bible class and amusement room; also, the general secretary and board room and one dormitory room. This building is not owned by the association but some day it hopes to own a home that will be adequate to meet the needs of this good and increasing work. Thomas E. Taylor, the general secretary has been with the association a year and is a real factor in onward march. Progress along all lines has been made; the membership having increased from 17 to 120 and still increasing."

A night school will be started this year for men in arithmetic, reading, writing and spelling. The monster meetings will start early in October.

CASTORIA.

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