

**TEXT OF CONTRACT
HOTEL CONTRACT
Document Upon Which By-Law Giving
The Ratepayers' Sanction For
Concessions is Based.**

Following is the full text of the contract entered into by the corporation of the city of Victoria and the Canadian Pacific Railway Company for the construction of a large tourist hotel on the James Bay flats. The contract was executed, it is expected, he received by His Worship Mayor McCallness in time to present to the council at its regular meeting next Monday evening.

This agreement made this 24th day of August, 1903, between the corporation of the city of Victoria, British Columbia, hereinafter called "the corporation" of the one part, and the Canadian Pacific Railway Company hereinafter called "the company" of the other part.

Whereas the corporation has expressed its willingness to grant to the company a site for an hotel in the city of Victoria, British Columbia, together with certain other privileges as hereinafter set forth, in consideration of the company agreeing to build and operate such hotel on the site so to be granted, and in consideration of the company agreeing to set forth the true agreement between the corporation and the company in reference to the aforesaid matters; now therefore this agreement witnesses:

1. The corporation will forthwith fill up or cause to be filled up the piece of land hereinafter described and intended to be granted to the company to the average levels of the surrounding streets to be hereinafter described and shown on the plan hereto attached and known as "the James Bay mud flats" and shown on the plan now marked exhibit "A" filed in the office of the city engineer of the corporation and signed by the president of the corporation, and the corporation for the purposes of identification, such filling up, save as to the nature of the material used, to be to the reasonable satisfaction of the architect employed by the company, and the corporation shall be bound to accept of the work done on the land to be conveyed by the corporation to the company, and to be accepted by the corporation, and no other person, shall be required to fill up space where in the construction of the hotel, and but for such space, excavations would have been necessary, and it shall be the company's architect to determine what filling up may be dispensed with.

2. The corporation will before the said hotel shall have been completed, construct and thereafter maintain and keep in good repair and shall, if of wooden blocks, be equal to the best roadways of wood blocks in the city. The sidewalks on Government and Hotel streets abutting on the land to be conveyed by the corporation to the company shall be of concrete and equal to the best concrete sidewalks of the city.

3. The corporation will, within four months from the final passing of the bylaw hereinafter mentioned, grant and convey to the company (and the company will accept when desired by a good and sufficient power) the site of the said hotel, and which is described as follows: Commencing at the southeastern corner point of the extension of Government street, where it joins Belleville street, and running in a northerly direction along the line of the said extended Government street, four hundred and forty feet to the corner point of a street intended to be made to run easterly and to be called Hotel avenue; thence running easterly along the southern line of such intended new street at an angle parallel to Hotel street five hundred and fifty-five feet, more or less, to the southeastern corner of the said new street at its intersection with a street intended to be made as an extension of Douglas street; thence running southerly three hundred and fifty-five feet, more or less, to which said piece or parcel of land will contain five (5) acres more or less, and is more particularly delineated and described in the plan marked exhibit "A" mentioned in paragraph 1 hereof.

4. In dealing with the remainder of the said James Bay flats the corporation will not at any time hereafter permit buildings to be erected thereon which shall be a detriment to, or which shall lower the value of the property hereinafter conveyed to the said hotel, and will cause to be inserted an apt clause (running with the land) to this effect in every conveyance from the corporation of any portion of the remainder of said flats.

5. The corporation will supply to the company or its successors or assigns for use in connection with the hotel so to be erected as aforesaid from its present water works, or from such other water works as the corporation may hereafter construct, and in operation for the purpose of supplying water in Victoria, a good and sufficient supply of fresh water for hotel and domestic purposes without cost or expense to the company, its successors or assigns, for a period of ten years from the completion and opening of the said hotel.

6. The corporation shall grant immunity to the company, its successors or assigns, from the payment of all municipal taxes (including local improvement, school taxes and sewer rates), levied upon land and improvements, and from the payment of any taxes levied upon the land hereinafter described, and which is to be conveyed by the corporation to the company, and which is hereby agreed to, and the corporation shall extend to the company all such immunities, taxes, rates and assessments, which but for this agreement the said corporation or any subsidiary body now have or may during such period have power to levy or assess in respect of the site and improvements or any part thereof.

7. The corporation undertakes as a condition of this agreement that from the time the said hotel is ready for operation and during such operation the company or its successors or assigns in operation for the purpose of supplying water in Victoria, a good and sufficient supply, subject only to such restrictions, and to the payment of such fees, and the execution of such preliminaries as shall be imposed upon or by other holders or applicants for similar licenses in the said city of Victoria.

8. In consideration of the foregoing the company covenants and agrees with the corporation that it will within one month from date, when said land so to be conveyed to the company, has been granted and conveyed to the company, and will, with due diligence (provided the said filling up is duly proceeded with to the satisfaction of the architect as aforesaid) proceed with the erection to completion of the hotel, and that such hotel will be erected at a cost of not less than three hundred and fifty thousand dollars (\$350,000), and will in very sense be a modern and first-class hotel, and that unless prevented by inevitable accident or by any causes beyond the company's control, the same will be maintained and kept open by the company at all times during the term of the lease, and that no part of the land so granted and conveyed to the company, and that no part of the land so granted and conveyed to the company, and that no part of the land so granted and conveyed to the company, shall be used for any other purpose than for the said hotel and buildings appurtenant thereto.

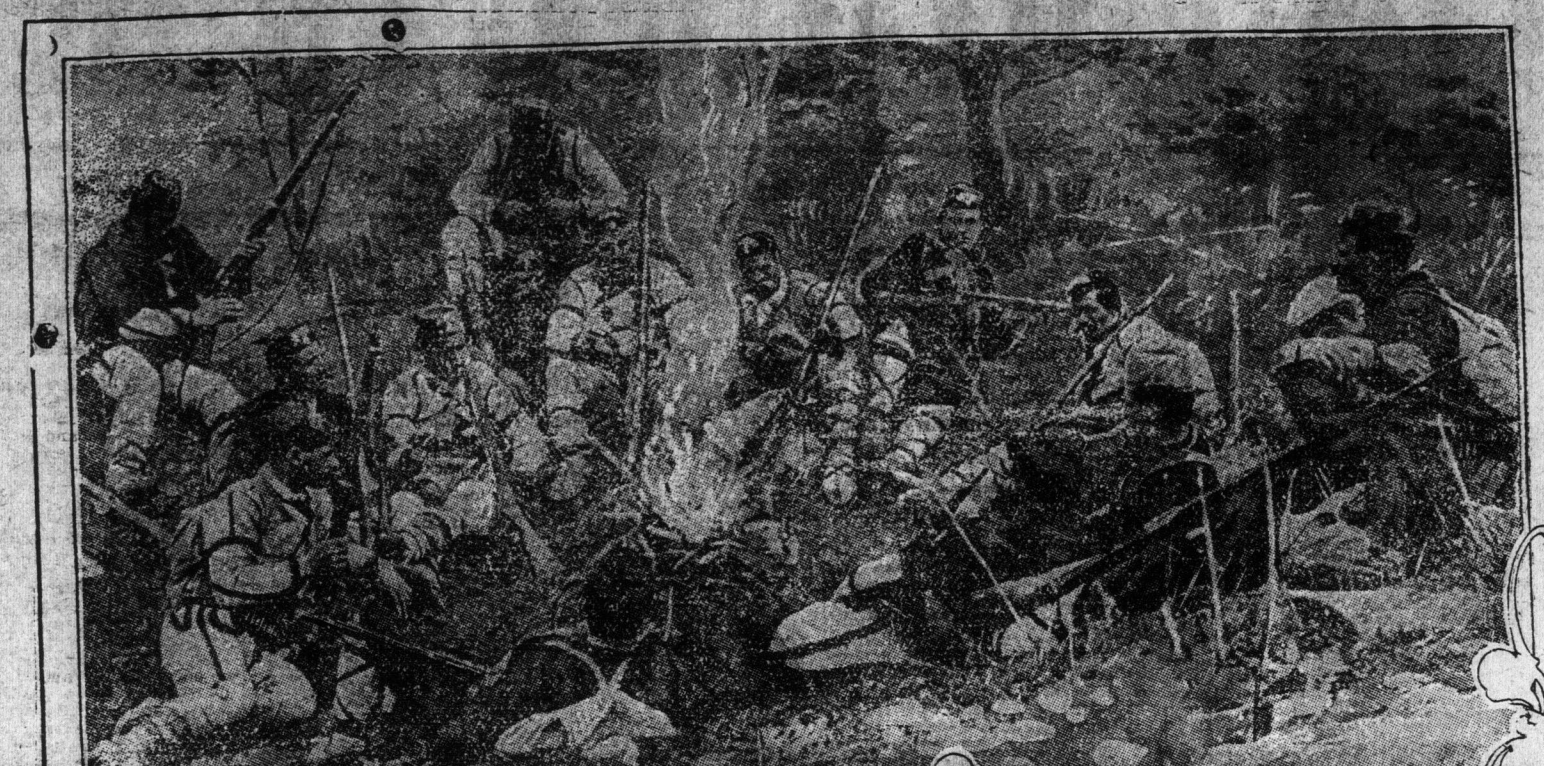
9. In the event of the hotel being wholly or partially destroyed by fire or other cause the company shall, within a reasonable time repair or replace the building so destroyed with a building of the value of three hundred thousand dollars (\$300,000.00) at the least, and from the time of the completion of the same shall thereupon and thereafter continue to maintain the same as an hotel as hereinbefore provided.

10. This agreement, after the same has been duly executed by the company, shall be embodied in a bylaw having for its object the adoption of the same by the corporation, and the corporation shall thereupon receive the assent of the ratepayers of the city of Victoria in accordance with the provisions of the Municipal Clauses Act the same shall be executed by the corporation.

11. The said lands shall be filled in as aforesaid within one year from the date hereof, otherwise this agreement shall, at the option of the company, be null and void and of no effect, and the corporation shall convey to the company, and the company shall accept, the same lands.

In witness whereof the corporate seal of the corporation of the city of Victoria, and of the Canadian Pacific Railway Company have been hereunto affixed, and the corporate seal of the corporation of the city of Victoria is herewith affixed in the presence of:

SCENES OF THE INSURRECTION IN TURKEY



A BAND OF REVOLUTIONISTS IN THE WOODS NEAR ERZOURUM. FIGHTING IS REPORTED TO HAVE TAKEN PLACE LAST WEEK.

THE WOOD MARKET IN MONASTIR, THE CENTRE OF THE UPRISING. WHERE THE MOUNTAINEER CONGREGATE.

Fighting the Underwriters

Ottawa Board to be Indicted for Combining to Raise the Rates.

Action Taken Under Criminal Code and Interesting Time Expected.

High Compliment Paid to Three Canadian Commanding Officers.

From Our Own Correspondent.

Ottawa, Aug. 17.—There is going to be an interesting time in insurance circles in Canada. Recently, in view of getting even with Ottawa for the heavy losses which it has sustained since 1900, the insurance companies ordered the imposition of from 25 to 50 cents on each hundred dollars of insurance premium taken in Ottawa. This was done through the medium of the Canadian Fire Underwriters' Association, the secretary of which, A. H. Hadzil, has admitted that certain companies had conspired and discussed the rates for fire insurance, and had decided upon the imposition of the 25-cent rate. He pressed the opinion that every company constituting the Canadian Fire Underwriters' Association is guilty of an infraction of the criminal code, and to-morrow the Price Press will lay all the companies under a cloud of criminality combined in the association. Action will be taken under section 429 of the criminal code, which makes any corporation liable to a penalty ranging from \$1,000 to \$10,000 for combining to get even with Ottawa for the heavy losses which it has sustained since 1900, the insurance companies ordered the imposition of from 25 to 50 cents on each hundred dollars of insurance premium taken in Ottawa. This was done through the medium of the Canadian Fire Underwriters' Association, the secretary of which, A. H. Hadzil, has admitted that certain companies had conspired and discussed the rates for fire insurance, and had decided upon the imposition of the 25-cent rate. He pressed the opinion that every company constituting the Canadian Fire Underwriters' Association is guilty of an infraction of the criminal code, and to-morrow the Price Press will lay all the companies under a cloud of criminality combined in the association. Action will be taken under section 429 of the criminal code, which makes any corporation liable to a penalty ranging from \$1,000 to \$10,000 for combining to get even with Ottawa for the heavy losses which it has sustained since 1900, the insurance companies ordered the imposition of from 25 to 50 cents on each hundred dollars of insurance premium taken in Ottawa.

Bashi Bazouk's Murderous Work

The River Filled With Mutilated Bodies of Women and Children.

Turkish Authorities Aided the Vandals in Their Work of Butchery.

Berlin, Aug. 17.—According to a despatch received by the Frankfurt Zeitung, the river near Monastir, Macedonia, is filled with the mutilated bodies of women and children who have been murdered by Bashi-Bazouks which reached here from Uskub says that 600 Bashi-Bazouks, under the command of Colonel V. H. Hills, who were Christian and destroyed a number of villages in the districts of Debrice and Okrica on the Turkish coast, and that they were engaged in the butchery of the population, it is added, connived at the outrages and furnished the Bashi-Bazouks with uniforms so that they might appear to be regular soldiers.

Canal Treaty Rejected.

Bogota, Colomb' a, Aug. 12, via Buenaventura, Aug. 15.—The Panama Canal Treaty has been rejected unanimously by the Colombia Congress.

Prince Ching the Nigger in Woodpile

Mongolian's Stubborn Resistance Reason For Russia's Slow Movements.

Pekin, Aug. 17.—The arrangements made by the United States Minister Conger for the signing of the treaty between China and the United States, providing for the opening of Mukden and Tientsin on the date of Russia's promised evacuation of Manchuria, ends this stubborn resistance by China which, for some time past, has prevented Prince Ching from accepting the treaty. Prince Ching first arrested Russian opposition to the opening of these ports. He then said that he was not informed that Russia had consented to the opening, and finally he refused to sign it. In discharging his duty, Prince Ching said that he was not informed that Russia had consented to the opening, and finally he refused to sign it.

St. Louis Man Forces Reclamation Motorman to Obey

HE STOPS HIS CAR

St. Louis, Aug. 18.—Beverly S. Warden, who was arrested Saturday night because he wanted to board a street car and none would stop for him, and who finally drew a revolver and forced a motorman to come to a halt, was acquitted in the police court today.

Shamrock Gets Time Allowance

Reliance's Larger Spread of Sail Gives Challenger 1 3-4 Minutes.

New York, Aug. 18.—The official measurements of the Reliance and Shamrock III, which were announced tonight at the New York Yacht Club, show that the Reliance will have to allow Shamrock III one minute and forty seconds over a thirty-mile course.

Lord Salisbury's Health

At an early hour this morning the fire department was called to Nonington, where a fire broke out in the restaurant of the Grand Hotel. The fire was extinguished by the fire department, and the building was saved.

Tourists' Miraculous Escape

Shanghai, Aug. 18.—The seven tourists who were reported yesterday to have been killed while climbing the Aiguilles Grises of Mount Blanc, it was announced today, had been rescued. They were seen to fall into a crevice, and were rescued by the French mountaineers.

Ask For Protection

London, Aug. 18.—The Standard correspondent at Tientsin reports that the Chinese in that city are asking for protection on account of the approach of the foreign consuls. The Chinese officials have been asked to furnish the necessary protection, and the consuls have agreed to do so.

Left Others Experiment

There is always something new in the way of medical treatment and you are constantly invited to try new-fangled, unproven remedies. Let others experiment and so risk health and loss of time. Dr. Chase's Kidney-Liver Pills have been tried in the crucible of time, and the approval of the public opinion and demonstrated their right to a place in every home as a family medicine.

New Registration at Vancouver Discloses a Strange State of Affairs.

Vancouver, Aug. 17.—Mr. Donaldson, collector of vessels for the district of Vancouver, states that there are only 3,800 vessels down on the old list that are recorded on the new list. This would indicate that there were a large number of vessels that were not recorded on the new list, and would also indicate that there were a large number of vessels that were not recorded on the new list.

Perpetrator of Cloverdale Outrage Identified and Arrested in Seattle.

From Our Own Correspondent.

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Schooners Made to Behring Sea For Cape

Advice received by the sealing schooners from the Cape Horn to Behring Sea.

Cruiser Sunk By India Was Engaged

When the Chinese gunboat was engaged by the Indian cruiser.

THE SUNKEN CRUISER

Was a Tender to Naval Base at Nankin. The cruiser struck the E. H. Henson, a schooner, which was carrying a large amount of cargo. The schooner was sunk, and the cargo was lost.

Heavy Reinsurance Paid

The fire on the schooner caused a large amount of damage, and the insurance company has paid a large sum of money to the owners.

AT NINETY PER

The schooner was carrying a large amount of cargo, and the insurance company has paid a large sum of money to the owners.

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