

## THE SECRET AGREEMENT IS BEFORE THE PUBLIC

Famous Indenture Which Created Big Sensation  
Here Few Years Ago--Something For  
People to Reflect Upon.

Mr. Barnard, Conservative candidate for the House of Commons, last evening at his party meeting in Institute hall attempted to explain away the celebrated secret agreement which caused such a sensation and so much indignation early in the year 1905, while he was mayor of the city.

The impression created upon the public mind at that time was so strong that much surprise was expressed on the streets to-day that Mr. Barnard should introduce it into this campaign, but as he has probably been asked by many citizens in the course of his canvass to explain the secret agreement he doubtless considered it wise to "take the bull by the horns" and make out the best case possible under the circumstances.

The Times, therefore, deems it advisable to place the agreement itself before the public and to express the hope that its readers will carefully investigate the conditions and terms of their own conclusions. The agreement follows:

Memorandum of agreement made the twenty-fourth day of November, 1904, between the British Columbia Electric Railway Company, Limited (hereinafter called "the company"), of the one part, and the corporation of the city of Victoria, British Columbia (hereinafter called "the corporation"), of the other part.

Whereas by an indenture, dated the 25th day of September, 1897, and made between the Esquimalt Water Works Company of the one part and the company of the other part, the company contracted and agreed to take from the Esquimalt Water Works Company for the purposes of operating electric power houses and generating plant, a minimum of four million gallons (imperial) of water daily, and has the right to take certain additional quantities of water not exceeding five million gallons (imperial) daily from the sources of supply of the said Esquimalt Water Works Company at Goldstream, British Columbia.

And whereas the corporation claims to have, or to be able to obtain, a paramount right to the use of the water of Goldstream and its tributaries, and has determined to acquire the undertaking of the Esquimalt Water Works Company by purchase or otherwise, and in the event of failure to purchase or otherwise said undertaking, to take and use said water under such paramount right.

And whereas the company has agreed with the corporation that in the event of the corporation acquiring the use of said water, either by purchase or otherwise, that the company will take from the corporation the right to the use of said water, and have expressed their intention of taking from the said Shawanigan lake, all water required by them over and above the said daily minimum quantity of four million gallons.

Now this indenture witnesseth: 1. The corporation will proceed immediately to acquire the right to use the water from the Goldstream river and its tributaries, and of the following matters, hereunder referred to as A, B, and C.

(a) By acquiring the undertaking of the Esquimalt Water Works Company, either by purchase or by expropriation.

(b) By obtaining the right to take and use all the waters of the Goldstream river and its tributaries as the same now exists, and which form the present source of supply of the Esquimalt Water Works Company, but without acquiring the undertaking of the said company.

(c) By obtaining a right to a portion only of the waters of the Goldstream river and its tributaries.

2. In the event of the corporation acquiring, taking and using all the waters of the Goldstream river and its tributaries under A or B of clause 1 hereof, the corporation agrees to supply to the company and the company agrees to purchase from the corporation all the water that may be required by the company for the purposes of its undertaking, and that can be supplied from the now existing state of development of the source of supply. The corporation will, within six months after acquiring the right to said water under clause 1, elect either to take and use the same or abandon their rights thereto.

3. In the event of the corporation obtaining a right to a portion only of the waters of the Goldstream river under C of clause 1 hereof, and provided the portion of such water so acquired be sufficient for the purpose of the company, then the corporation agrees to supply to the company and the company agrees to purchase from the corporation all the water that may be required by the company for the purposes of its undertaking, and that the corporation can supply from the now existing state of development of the source of supply save and except the daily quantity of four million gallons, which the company shall have the right to purchase from the Esquimalt Water Works Company. Provided that the corporation may within six months from the time within which such right under C of clause 1 hereof is finally determined notify the company that it declines to construct the necessary pipe lines and raceways to convey

such water to the company's power house at Goldstream, and thereupon the company may continue to take all its water from the Esquimalt Water Works Company as heretofore.

4. Should the corporation fail to obtain the right to take and use the Goldstream waters under either A or B of clause 1 hereof within two years from the date of this agreement, the company shall not be bound to take any water from the corporation, but the corporation shall not be liable in damages or otherwise in event of failure to obtain said right.

5. The corporation agrees to deliver the water to the company under a minimum head of five hundred and seventy feet, but no change shall be made in the quantity of the water except with the consent of the company.

6. The quantity of water to be supplied under the provisions hereof shall be measured and paid for on the basis of the actual quantity of water taken during each twenty-four hours, and the corporation's supply pipe and pipes shall be of a capacity to enable the company to draw, and the company may draw under a minimum head of five hundred and seventy feet, fifteen million imperial gallons, or such greater quantity as may be available daily, but the company may draw for any fraction of a day of twenty-four hours not exceeding fifty-five million imperial gallons, but so that the total amount drawn for the whole twenty-four hours shall not exceed fifteen million imperial gallons, and no greater quantity as may be available.

7. The corporation shall at all times during the continuance of this agreement keep in repair and properly maintain all their works, dams, reservoirs, aqueducts and flumes in such a manner as to protect the company from any damage, and prevent any flooding or other injury therefrom to the power houses, machinery, works or other buildings of the company, the act of God, the King's enemies or inevitable accident excepted.

8. The company hereby covenants with the corporation that the sanitary arrangements to all house and buildings shall be so constructed and maintained as not to contaminate and waters supplied to the company, and such sanitary arrangements must at all times be to the satisfaction of the corporation.

9. The corporation shall deliver the water to be supplied under this contract in a sufficient pipe or pipes which shall be carried by the corporation to the northwest boundary of the land adjacent to the water works of the Esquimalt Water Works Company, in such convenient position as shall be approved by the company and be there received by them.

10. The water supplied by the corporation to the company shall, after passing through the water wheels or water motors, be immediately returned by the company outside their power house or power houses, and to belong to the corporation, and the company shall have a proper and sufficient raceway or raceways, reservoir pipe, flumes, ditch or aqueduct, to be supplied, maintained and kept in repair by the corporation, so as to prevent any flooding or injury to the company's power house or power houses, workshops, machinery or other property, and such water shall, when returned and discharged at the outside of the power house or power houses, be of the same degree of purity and cleanliness (having regard to the purposes and use for which the water is supplied) as it was when received by the corporation in the water wheels or water motors at the said power house. And the company shall, consistent with the said use thereof, use every reasonable and proper means to prevent such water from being contaminated or injuriously affected in any manner.

11. The company shall pay to the corporation for the use of the water to be supplied under this contract the following rates, namely: The sum of eight thousand dollars per annum for the first four million imperial gallons supplied or tendered daily, whether the same shall be used or not; the sum of one thousand dollars for the eighth million gallons; the sum of one thousand dollars for the fifth million gallons; the sum of one thousand five hundred dollars per annum for the sixth million gallons; the sum of one thousand dollars for the seventh million gallons; and the like sum of one thousand dollars for each and every one million gallons over and above the eighth million gallons. Provided that when a portion of a unit of one million gallons over and above the said four million gallons shall be used, the rental shall be apportioned accordingly at the rates aforesaid. Provided always that the corporation shall, under the recited deed of the 25th of September, 1897, take the minimum quantity of four million gallons from the Esquimalt Water Works Company, payment for water supplied by the corporation shall be made on the sale by this clause provided applicable to water supplied above the minimum of four million gallons. Such rents to be paid quarterly on the first day of February, May, August and November in each year, the first payment to be made on such one of the first quarterly days as shall arrive after the corporation shall commence to supply such water, and such event shall happen between two of said quarterly days, the payment shall be made for a proportionate part of the said rent for the fraction of the quarter.

12. The company shall during the continuance of this agreement have the free right to take and use from the water supplied by the corporation such quantity exceeding ten thousand gallons daily belonging to the corporation as may be required for domestic purposes in and about the power

houses, workshops and other buildings erected and standing on the lands now demised to the company.

13. In the event of the corporation deeming it advisable and commercially profitable to further develop the source of the Goldstream water supply, or to establish another point of delivery, downstream, of the water already supplied to the company, and at a lower head, then the corporation shall give notice to the company and the company agrees to purchase from the corporation all such additional water as the company may require, and for such additional water the company shall pay to the corporation on the same days and in the manner herebefore described, as follows:

For each million gallons delivered daily at the present head of water at the rate of one thousand dollars per annum, plus the cost of the water.

For each million gallons delivered daily at a reduced head of water at a rate to be calculated as under: 754 feet head—\$1,000 per million imperial gallons per year; reduced head, x—new price.

14. In the event of the corporation supplying water to the company under any of the provisions hereof, the company hereby covenants that it will not take or purchase water from any person or corporation other than the corporation, or from any source other than Goldstream and its tributaries until the supply of water developed by the corporation from such source is exhausted.

15. In case the said corporation shall at any time during the continuance of this agreement from any cause whatsoever, except hereinafter mentioned, cease to supply or omit, neglect or refuse to allow the company to receive all the necessary water in a proper and effectual manner (unless such omission or cessation shall be caused by the acts of God, the King's enemies or inevitable accident), the company shall be entitled to appoint an arbitrator and an arbitrator shall be appointed by writing under the hand of the two so nominated before the reference is proceeded with, and the decision of any two of them shall be binding. If either party shall refuse or neglect to appoint an arbitrator within seven clear days after the date of the reference, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as arbitrator in the reference, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent.

16. In the event of the corporation failing to supply the water to the company as provided in this agreement, the company shall be entitled to appoint an arbitrator and an arbitrator shall be appointed by writing under the hand of the two so nominated before the reference is proceeded with, and the decision of any two of them shall be binding. If either party shall refuse or neglect to appoint an arbitrator within seven clear days after the date of the reference, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as arbitrator in the reference, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent.

17. The corporation shall at all times during the continuance of this agreement keep in repair and properly maintain all their works, dams, reservoirs, aqueducts and flumes in such a manner as to protect the company from any damage, and prevent any flooding or other injury therefrom to the power houses, machinery, works or other buildings of the company, the act of God, the King's enemies or inevitable accident excepted.

18. The company hereby covenants with the corporation that the sanitary arrangements to all house and buildings shall be so constructed and maintained as not to contaminate and waters supplied to the company, and such sanitary arrangements must at all times be to the satisfaction of the corporation.

19. The corporation shall deliver the water to be supplied under this contract in a sufficient pipe or pipes which shall be carried by the corporation to the northwest boundary of the land adjacent to the water works of the Esquimalt Water Works Company, in such convenient position as shall be approved by the company and be there received by them.

20. The water supplied by the corporation to the company shall, after passing through the water wheels or water motors, be immediately returned by the company outside their power house or power houses, and to belong to the corporation, and the company shall have a proper and sufficient raceway or raceways, reservoir pipe, flumes, ditch or aqueduct, to be supplied, maintained and kept in repair by the corporation, so as to prevent any flooding or injury to the company's power house or power houses, workshops, machinery or other property, and such water shall, when returned and discharged at the outside of the power house or power houses, be of the same degree of purity and cleanliness (having regard to the purposes and use for which the water is supplied) as it was when received by the corporation in the water wheels or water motors at the said power house. And the company shall, consistent with the said use thereof, use every reasonable and proper means to prevent such water from being contaminated or injuriously affected in any manner.

21. The company shall pay to the corporation for the use of the water to be supplied under this contract the following rates, namely: The sum of eight thousand dollars per annum for the first four million imperial gallons supplied or tendered daily, whether the same shall be used or not; the sum of one thousand dollars for the eighth million gallons; the sum of one thousand dollars for the fifth million gallons; the sum of one thousand five hundred dollars per annum for the sixth million gallons; the sum of one thousand dollars for the seventh million gallons; and the like sum of one thousand dollars for each and every one million gallons over and above the eighth million gallons. Provided that when a portion of a unit of one million gallons over and above the said four million gallons shall be used, the rental shall be apportioned accordingly at the rates aforesaid. Provided always that the corporation shall, under the recited deed of the 25th of September, 1897, take the minimum quantity of four million gallons from the Esquimalt Water Works Company, payment for water supplied by the corporation shall be made on the sale by this clause provided applicable to water supplied above the minimum of four million gallons. Such rents to be paid quarterly on the first day of February, May, August and November in each year, the first payment to be made on such one of the first quarterly days as shall arrive after the corporation shall commence to supply such water, and such event shall happen between two of said quarterly days, the payment shall be made for a proportionate part of the said rent for the fraction of the quarter.

22. The company shall during the continuance of this agreement have the free right to take and use from the water supplied by the corporation such quantity exceeding ten thousand gallons daily belonging to the corporation as may be required for domestic purposes in and about the power

houses, workshops and other buildings erected and standing on the lands now demised to the company.

23. In the event of the corporation deeming it advisable and commercially profitable to further develop the source of the Goldstream water supply, or to establish another point of delivery, downstream, of the water already supplied to the company, and at a lower head, then the corporation shall give notice to the company and the company agrees to purchase from the corporation all such additional water as the company may require, and for such additional water the company shall pay to the corporation on the same days and in the manner herebefore described, as follows:

For each million gallons delivered daily at the present head of water at the rate of one thousand dollars per annum, plus the cost of the water.

For each million gallons delivered daily at a reduced head of water at a rate to be calculated as under: 754 feet head—\$1,000 per million imperial gallons per year; reduced head, x—new price.

24. In the event of the corporation supplying water to the company under any of the provisions hereof, the company hereby covenants that it will not take or purchase water from any person or corporation other than the corporation, or from any source other than Goldstream and its tributaries until the supply of water developed by the corporation from such source is exhausted.

25. In case the said corporation shall at any time during the continuance of this agreement from any cause whatsoever, except hereinafter mentioned, cease to supply or omit, neglect or refuse to allow the company to receive all the necessary water in a proper and effectual manner (unless such omission or cessation shall be caused by the acts of God, the King's enemies or inevitable accident), the company shall be entitled to appoint an arbitrator and an arbitrator shall be appointed by writing under the hand of the two so nominated before the reference is proceeded with, and the decision of any two of them shall be binding. If either party shall refuse or neglect to appoint an arbitrator within seven clear days after the date of the reference, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as arbitrator in the reference, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent.

simple of the land on which the power houses, machinery and appliances of the company are situate, to take over by purchase from the company its said power houses, machinery and appliances at a price to be agreed upon, or in case of difference to be then value thereof as shall be fixed by arbitration, all proper and reasonable deductions to be made for wear and tear and depreciation. And until the corporation shall have given such notice and same shall have expired, this contract shall be continued. Provided that at the expiration of the said term of thirty-five years and of every ten years thereafter during which this contract shall exist the price at which the corporation is to supply water shall be readjusted, and in case of failure between the parties to agree as to such price the same shall in every case be settled by arbitration. The notice to be given by the corporation of its intention to take over such power houses, machinery and appliances shall be given not less than two years or of the time herebefore fixed for a readjustment of the price of water.

26. If any question or difference shall arise between the parties or their respective representatives touching these presents or the construction, meaning or effect of any clause hereof, or the rights, duties or obligations of any person hereunder or of any person connected with any wise arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration of three persons, one to be named by each party to the reference, and the third to be appointed by writing under the hand of the two so nominated before the reference is proceeded with, and the decision of any two of them shall be binding. If either party shall refuse or neglect to appoint an arbitrator within seven clear days after the date of the reference, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as arbitrator in the reference, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent.

27. The corporation shall at all times during the continuance of this agreement keep in repair and properly maintain all their works, dams, reservoirs, aqueducts and flumes in such a manner as to protect the company from any damage, and prevent any flooding or other injury therefrom to the power houses, machinery, works or other buildings of the company, the act of God, the King's enemies or inevitable accident excepted.

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29. The corporation shall deliver the water to be supplied under this contract in a sufficient pipe or pipes which shall be carried by the corporation to the northwest boundary of the land adjacent to the water works of the Esquimalt Water Works Company, in such convenient position as shall be approved by the company and be there received by them.

30. The water supplied by the corporation to the company shall, after passing through the water wheels or water motors, be immediately returned by the company outside their power house or power houses, and to belong to the corporation, and the company shall have a proper and sufficient raceway or raceways, reservoir pipe, flumes, ditch or aqueduct, to be supplied, maintained and kept in repair by the corporation, so as to prevent any flooding or injury to the company's power house or power houses, workshops, machinery or other property, and such water shall, when returned and discharged at the outside of the power house or power houses, be of the same degree of purity and cleanliness (having regard to the purposes and use for which the water is supplied) as it was when received by the corporation in the water wheels or water motors at the said power house. And the company shall, consistent with the said use thereof, use every reasonable and proper means to prevent such water from being contaminated or injuriously affected in any manner.

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houses, workshops and other buildings erected and standing on the lands now demised to the company.

33. In the event of the corporation deeming it advisable and commercially profitable to further develop the source of the Goldstream water supply, or to establish another point of delivery, downstream, of the water already supplied to the company, and at a lower head, then the corporation shall give notice to the company and the company agrees to purchase from the corporation all such additional water as the company may require, and for such additional water the company shall pay to the corporation on the same days and in the manner herebefore described, as follows:

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For each million gallons delivered daily at a reduced head of water at a rate to be calculated as under: 754 feet head—\$1,000 per million imperial gallons per year; reduced head, x—new price.

34. In the event of the corporation supplying water to the company under any of the provisions hereof, the company hereby covenants that it will not take or purchase water from any person or corporation other than the corporation, or from any source other than Goldstream and its tributaries until the supply of water developed by the corporation from such source is exhausted.

35. In case the said corporation shall at any time during the continuance of this agreement from any cause whatsoever, except hereinafter mentioned, cease to supply or omit, neglect or refuse to allow the company to receive all the necessary water in a proper and effectual manner (unless such omission or cessation shall be caused by the acts of God, the King's enemies or inevitable accident), the company shall be entitled to appoint an arbitrator and an arbitrator shall be appointed by writing under the hand of the two so nominated before the reference is proceeded with, and the decision of any two of them shall be binding. If either party shall refuse or neglect to appoint an arbitrator within seven clear days after the date of the reference, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as arbitrator in the reference, and his award shall be binding upon both parties as if he had been appointed by consent. And these provisions shall be deemed to be a submission to arbitration of all disputes, claims, and his award shall be binding upon both parties as if he had been appointed by consent.

36. The corporation shall at all times during the continuance of this agreement keep in repair and properly maintain all their works, dams, reservoirs, aqueducts and flumes in such a manner as to protect the company from any damage, and prevent any flooding or other injury therefrom to the power houses, machinery, works or other buildings of the company, the act of God, the King's enemies or inevitable accident excepted.

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## PRIZES AWARDED COLLEGE PUPILS

INTERESTING COM-  
MENCEMENT EXERCISES

Victoria Scholars Won High  
Distinctions in Many  
Departments.

The commencement exercises of the Victoria college and the presentation of prizes were attended yesterday afternoon by an audience which filled the assembly hall. Principal S. J. Willis presided, and on the platform were members of the school board: Superintendent Paul, Mrs. (Dr.) H. E. Young, Dr. A. Robinson, superintendent of education; Misses Cann, Burris and Taylor. Hon. H. E. Young, minister of education, was unable to be present.

Principal Willis referred to the changes that had taken place in the teaching staff and paid a tribute to the work of the late Dr. Eaton. Speaking of the school work of the year the principal said:

"For the first time we have had a second year class in arts corresponding to the second year in McGill. The students were Miss Cecilia Green and Cuthbert Holmes, both of whom were successful. They obtained first class standing in English—composition and literature, Holmes taking third place in literature, and Miss Green sixth in composition among all the students of McGill. These two students are entitled to the certificate of Literate in Arts, which is granted by McGill to the students of affiliated colleges, who have completed the work of the first two years and have passed the prescribed examinations, as undergraduates of McGill university. Miss Green is now taking the third year work at McGill and Holmes has gone to the old country with a view of entering Oxford university.

"In the first year in arts there were ten undergraduates, of whom six passed entirely, two were conditioned in one subject each, and one failed. The successful undergraduates were Miss Chandler, Miss McNaughton, Harold Beckwith, Miss McKillop, Miss Pakke, Miss Chandler was given first class general standing among the first year students of McGill, taking eighth place. She was fourth in Latin, fifth in geometry and also obtained a first class in French and algebra. Beckwith was sixth in algebra.

"In the matriculation class 43 pupils wrote and 34 passed 79 per cent. Miss J. Robinson, who led the province last year in the junior grade, was first in the matriculation examination, not only in this province, but also in Canada. She made the grand average of 90.7 per cent. She was closely followed by Miss Mary Hamilton, Marshall Gordon and Miss Adams. Each of these four pupils was offered a scholarship by McGill university. These scholars, unfortunately, are granted only to those who study at the university, and consequently had to be refused by the above pupils as they did not wish to prosecute their studies there at present."

In the junior grade, 33 pupils passed out of a class of 43, Harry Robinson leading the class and the province. In the preliminary grade 44 pupils wrote and 40 passed. Miss Dorothy Jones led her class and heading the list in the province. The commercial department was now fully established under Mr. Grimston and the six pupils who wrote in it, Miss Jones, Miss Schwegers took first place with 89 per cent. In the preliminary commercial course 16 pupils wrote and 15 were successful, Miss Frances Grant leading with 89 per cent.

On the athletic side the school had won the Templeman cup for football and the Thomson cups for basketball and girls' hockey. Mr. Willis also referred appreciatively to the college paper Camosun.

Miss Jean Robinson, who led the province in the junior grade last year and who was first in all Canada in the McGill matriculation class of this year, presented the David Spencer Ltd. prize for highest honors in science, and Miss Henry's prize for French.

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**PROSPECTIVE GROOM  
IS CALLED AWAY**

Chinaman Has to Postpone  
Wedding to Help Brother  
in Trouble.

(From Friday's Daily).

The big Blue Funnel liner was getting ready to leave the dock; the sleeping, breakfast stevedores were hurriedly dumping a motley collection of luggage from the most up to date trunks, through all grades of packing boxes and telescopes down to a few things tied up in matting, into the big net-like arrangement, which was afterwards caught and swung round by a crane to the hold where it was unloaded.

Hustling to and fro, on outer wharf, were Chinamen on all sides, laughing, gesticulating, talking in their own choppy language, which resembles nothing so much as some of their own chop sticks beating upon their dragon fingered, busy boards.

Presently, disentangling himself from the crowd, my fish man, Wun Lung, stood smiling his "good morning," before me.

"You are not going too, are you?" I asked. Wun Lung's smile was more good-natured and expansive than usual, and the narrow slit on the lower portion of his face extended onward and upward till it threatened to meet and form a merger with those other slits, narrow and long, in which were set his shrewd little eyes.

"Yes, me go back to China," he said proudly; "me mally ill gal, come back Melica."

Then, at the top of the crowded gangway an Oriental vision appeared, one of the prettiest and daintiest Chinese girls that the world ever saw.

Wun Lung slipped his hand into his pocket, but she towards her and the vision motioned to his long queue, eked out with horse hair until it reached the ground.

I judged that she was advising him to put the end of it in his pocket, but Wun Lung shook his long queue proudly and negatively, and I sympathized with him—the rolled up queue had been too long to him a symbol of his shrewdness, so that he was free to let it hang; why hang it should.

The vision poked his blue silk blouse with a yellow, well groomed finger on which were many rings, and looked at me inquiringly.

Wun Lung made his way towards me, the vision walking shyly beside him.

"My ill gal," he said proudly, and added, "me get married."

I felt that congratulations were in order, and offered them with all the smiles and kind looks I could summon, trusting in this way to make up for my lack of Chinese speech—and their limited knowledge of English.

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