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## News of a Day

### Auto Smashup.

Winnipeg, Mar. 14.—An auto traveling at a high speed at Seattle, Wash., on Saturday, struck a post, and Mrs. W. W. Dresser, one of eight occupants was killed and several others were badly injured. Mrs. Dresser, who before her marriage seven years ago, was Miss Lillian Stickle, was born in Stirling, Ont.

### Robert Geldart Dead.

Moncton, Mar. 14.—As a result of injuries received Saturday morning, Robert Wellington Geldart died at the Moncton hospital this morning. He was caught between the tender of the engine and a box car. Deceased was a son of David S. Geldart, of this city. He was 24 years of age, and had been employed by the I. C. R. for the past 16 years.

### Drowned at Detroit.

Windsor, Mar. 14.—An unknown woman, believed to have jumped into the water with suicidal intent, was drowned in the Detroit river about 2 p. m. yesterday before the eyes of 100 persons, passengers on the ferry Tro-

mise, bound from Detroit to Windsor. Walter Hewitt, of Windsor, jumped from the ferry in an attempt to reach the woman, but his progress was blocked by a big ice floe and he had a narrow escape from losing his own

## LOCAL

### The Social Season.

Already the end of the Lenten season is being anticipated and some preparations for the renewing of social gatherings are being made. The Outing Club announces an informal dance to be held in Keith's Assembly room on Easter Monday evening. The chaperons will be Mrs. John O'Regan, Mrs. Joseph Ward, Mrs. John McDonald, Jr., and Mrs. Henry Regan. The committee in charge is composed of L. M. O'Neill, Wm. E. Ward, L. T. Cronin, U. L. Kelley, W. J. Ward and E. P. Barry. The music will be by the Nickel orchestra.

### New Scale of Pay.

The local Typographical Union have notified the employers of a change in their rate of wages to take effect on May 16th. The new schedule affects only the hand compositors in the job offices and on the newspapers. The present rate is \$12 per week for day work and \$14 for night work. The union has asked for new rates of \$14 for day work and \$16 for night work. The machine operators and foremen are not affected by the change. It is generally thought that the matter will be amicably settled.

### Bathing Houses Must Go.

There is trouble ahead for the owners of bathing houses in Lower Canada. At the last meeting of the Common Council an order was passed, on the recommendation of the harbor board, that all occupants of the bathing houses should be notified to remove their buildings forthwith. The reason assigned is that the oil tanks in the neighborhood, worried by drunkenness, interfering with passengers from the Virginian in No. 2 warehouse, and for assault, was fined \$8 on the first charge and \$20 for assault. Sergt. Campbell reports Leslie Wing, a celestial proprietor of a restaurant on Brussels street for selling beer without a license on the 12th inst. Harold McIntyre, of Carleton, has been reported for selling liquor without a license. Ernest Howes, proprietor of the Park Hotel, reported for selling liquor during prohibited hours on Wednesday last, pleaded not guilty. The case was adjourned until this afternoon. John A. Barry appeared as counsel for the defendant.

### Subscriptions Acknowledged.

The following subscriptions are gratefully acknowledged by the Board of Management of the St. John Protestant Orphan Home, H. C. Rankine, treasurer: W. E. Earle, \$10; P. E. Sayre, \$20; C. M. Bostwick, \$10; J. P. McIntyre, Jas. Pender, W. C. Cross, Mrs. H. C. Rankine, H. P. Hayward, Mr. and Mrs. W. S. Allison, R. Keltie Jones, J. A. Belyea, Thos. Bell, each \$5; J. N. Harvey, G. F. A. Anderson, W. G. Eastabrook, A. Morrison, each \$3; Geo. W. Parker, J. Harvey Brown, Mrs. T. S. Peters, Gagetown, Gilbert L. Purdy, E. M. Shadbolt, Sergt. Kilpatrick, each \$2; Chas. Bailie, M. J. Coady, F. R. Patterson, "Cash." Mrs. Wm. Keller, E. J. Armstrong, Wm. Peters, Gandy & Allison, each \$1.

### In the Police Court.

In the police court yesterday Rainford Hayward, arrested for drunkenness, interfering with passengers from the Virginian in No. 2 warehouse, and for assault, was fined \$8 on the first charge and \$20 for assault. Sergt. Campbell reports Leslie Wing, a celestial proprietor of a restaurant on Brussels street for selling beer without a license on the 12th inst. Harold McIntyre, of Carleton, has been reported for selling liquor without a license. Ernest Howes, proprietor of the Park Hotel, reported for selling liquor during prohibited hours on Wednesday last, pleaded not guilty. The case was adjourned until this afternoon. John A. Barry appeared as counsel for the defendant.

## THE COURTS.

### COUNTY COURT.

February Sittings.

The adjourned February sittings of the County Court resumed yesterday in Chambers at eleven o'clock, Judge Forbes presided.

On the application of Mr. H. H. Pickett, attorney for fourteen defendants in the case of the Third National Bank of Chicago vs. B. V. Millidge and fifteen others, hearing on an order taken out by Mr. Fred R. Taylor calling upon the defendants to show cause why a commission should not issue, was adjourned until Monday next.

Mr. George W. Fowler, K. C., is counsel with Mr. Pickett and Dr. L. A. Curry, K. C., appears for the defendant Millidge.

On application of Mr. J. H. A. I. Fairweather the case of the Sanford Manufacturing Co. vs. Stockton was adjourned until the twenty-second instant.

### Ross vs. Anthony.

In the case of James Ross vs. Geo. T. Anthony, on the opening day of this term Mr. H. D. Forbes obtained an attachment for the arrest of the defendant for not obeying an order made by Judge Forbes. The terms of the latter order were that the defendant was to make monthly payments of twenty dollars to the plaintiff until the sum of \$318 and costs, the amount of a judgment recovered some time ago, was paid. The defendant refused to obey the order. This morning he was arrested by Deputy Sheriff Gibson and brought into court. Mr. J. B. M. Baxter, K. C., appeared for him and Mr. A. A. Wilson, K. C., and Mr. H. D. Forbes for the plaintiff. Mr. H. D. Forbes for the plaintiff suggested that the defendant endeavor to make some arrangements to liquidate the debt. This he promised to do.

The Mechanics' Lien case of Marr and another vs. Wilson were postponed until Wednesday at half past two p. m.

The court adjourned until the twenty-second instant at eleven a. m.

## SUPREME COURT.

Smith vs. City of St. John.

On application of Recorder Skinner, counsel for the city in the case of Peter Smith vs. the City of Saint John, the case was adjourned until Monday next.

## DIVORCE COURT.

In the divorce case of Wright vs. Wright His Honor Mr. Justice McKeown announced that he would give judgment, all the evidence being in.

## OBITUARY.

Mrs. Milton Ayer.

Mrs. Milton Ayer died at her home, 245 City Road yesterday morning, after an illness of some months with tuberculosis. She is survived, besides her husband, by one son, Roy, and four daughters—Misses Edith, Adeline, Ida and Mary, all at home. She also leaves three brothers, Corey Vail of Boston and Alfred Vail and Whitefield Vail of Kings county; and three sisters, Mrs. H. Calhoun, on the west coast of Africa, and Misses Mina Vail and Alice Vail of Kings county. Mrs. Ayer's mother, Mrs. Lydia Vail, also survives her, and is residing at the Ayer home. The funeral will take place today.

## FUNERALS.

Mrs. Dorcas A. Copp.

The funeral of Mrs. Dorcas Anne Copp was held yesterday from her late residence, 46 Mecklenburg street, Rev. H. D. Marr conducted the burial services at the house and grave. Interment was made in Fernhill.

Mrs. Catherine Hicks.

The funeral of Mrs. Catherine Hicks was held from her late residence, 50 Elmwood street yesterday afternoon. Rev. A. B. Cohoe conducted the burial services. Interment was made in Fernhill.

Mrs. Elizabeth Ennis.

The funeral of Mrs. Elizabeth Ennis took place from the residence of her son-in-law, Dr. J. W. Daniel, M. P., Princess street yesterday afternoon at 2.30 o'clock. Rev. C. H. Plunders conducted the funeral services. Interment was made in Fernhill.

Mrs. James McConnell.

The funeral of Mrs. James McConnell was held from her late home, Winter street yesterday afternoon. Service was conducted by Rev. E. B. Hooper, and interment was in Cedar Hill cemetery.

## DEATHS.

Crook.—Suddenly, at West Newton, Mass. on the 14th inst., Gertrude, wife of W. H. Crook, and previously widow of Daniel M. Vanwart of this city.

Funeral on Thursday, 17th inst., from the residence of her uncle, J. N. Golding, 106 Waterloo street. Service begins at 2.30 o'clock. Friends and acquaintances invited to attend.

Lewis.—On March 13, at 124 Prince William street, Patrick Lewis, aged 70 years.

Funeral on Tuesday at 8.30 a. m. White.—On March 13, at the residence of her daughter, 23 Adelaide street, Margaret, widow of Benjamin White, in the seventy-sixth year of her age.

Funeral on Wednesday at 9 a. m., to Whitehead, Kings county.

# Council Ratifies Durant Agreement

Question of Locating Sugar Refinery On Ballast Wharf Settled Yesterday—Clause Added That Failing to Build City Recovers Seven Acre Lot—Resolution to Give Dry Dock Site Adopted.

The common council at a special meeting yesterday afternoon, formally ratified the agreements made by Mr. F. C. Durant to secure a site for a sugar refinery on the Ballast wharf, though not without a long and at times rather acrimonious discussion. The various speakers went over much of the same ground covered by the discussion of the general committee on Saturday and there were no new points of importance brought out. The recommendations of the general committee were adopted practically as presented, and a new clause was added providing for the reversion of the seven acre lot to the city in the event of Mr. Durant failing to build on the eleven acre site secured from the Dominion Government.

The council instructed the recorder and the common clerk to prepare bills giving effect to the resolutions for submission to the Legislature. These bills must be presented today in order to have a chance of passing the Legislature this year.

Mr. Durant left the city before the conclusion of the meeting but Mr. F. R. Taylor of Weldon and McLean, his legal representative, stated that he was satisfied with the action of the council. He added that as soon as the necessary legislation was secured, Mr. Durant would start building operations.

The mayor presided and Ald. Scully, Wilson, Codner, Elkin, Lewis, Likely, Belyea, Potts, Frink, Sproul, Kelley, Vanwart, Holder, Baxter and McGoldrick were present with the recorder, the city engineer and common clerk.

Local Option Petitions.

The mayor stated at the opening of the meeting that a petition had been received from the residents of Stanley and Sydney wards asking for an opportunity to vote for local option.

On motion of Ald. Likely the common clerk was instructed to have arrangements made for a plebiscite on the question at the coming city elections in the wards mentioned.

Some discussion took place on the report of the bills committee dealing with the measures now before the Legislature.

On motion of Ald. Baxter it was decided to secure legislation enabling the city to make a grant of \$4000 a year to the upkeep of the park.

The question of offering inducements to any company desiring to build a dry dock here was also taken up and the following motion was adopted:

"That the city favorably consider the granting of a site for the erection of a dry dock on the available portion of the city property, and that permissive legislation be secured to enable the city to grant such a site."

The Sugar Refinery.

When the Durant matter came up for consideration, the city engineer, at the suggestion of Ald. McGoldrick, explained the plan, and pointed out that it would be advisable to secure the right to maintain the draw through the site, which it was proposed to turn over to the Government.

Ald. Baxter said that the Government would not mind having to close the draw and shut off access to the property inside, than a private company. It could be trusted not to do an unbusinesslike thing.

The resolution passed by the general committee was then taken up section by section.

Ald. Scully moved the adoption of the section approving the exchange of the city's 7 acres for the government's 11 acres.

Ald. Potts wanted to know whether Mr. Durant would get a full title to the property.

The common clerk read a communication from the clerk of the privy council at Ottawa, explaining the conditions under which the proposed exchange was to be made. It merely covered the grounds dealt with in the order-in-council already published.

Ald. Kelley said the exchange was not fair to the city. Mr. Durant got a lease of the government land, but it was not clear that the city was going to get anything worth while in exchange for its valuable piece of property.

Ald. Belyea:—"The city gets the refinery."

Guarantee Offered.

The recorder stated that he had discussed the matter with the legal representative of Mr. Durant, who had expressed his willingness to have conditions incorporated in the agreement guaranteeing the return to the city of the 11 acres of land if the sugar refinery was not erected.

Ald. Baxter thought it would be an easy matter, in that event, to induce the government to hand back the seven acre lot to the city.

Ald. Kelley was willing to trust the government. But he didn't believe in middlemen stepping in between the city and the government.

At this point Mr. Taylor asked permission to speak, and, on being granted it, said that in order to satisfy Ald. Kelley Mr. Durant would be willing to place his deed of the city property in the hands of the Minister of Railways. That would permit the city to make a direct deal with the government in connection with the proposed transfer of the property.

Ald. Baxter read the section of the original agreement providing for the return of the land to the city if the refinery was not in course of construction within one year. He declared that by making the original resolution applicable to the substituted site, the eleven acres would come back to the city if Mr. Durant failed to carry out his part of the agreement.

No Underhand Work.

Ald. Elkin wanted to know if Mr. Durant had an agreement with the government other than the order-in-council.

Mr. Taylor:—"No. There is no underhand work."

Ald. Elkin said he couldn't credit that. There was an effort to put the matter through without knowing the full conditions. The government

would need rights of way over the eleven acre lot, or it would not be able to use to any advantage the wharf it was proposed to build on the city property. It must, therefore, have made reservations in regard to the transfer that the public knew nothing about.

Mr. Taylor said Ald. Elkin was making a very serious charge against the government and its officials. He could assure them that there was no other agreement in connection with the matter. To say that the government was trying to deceive the city was unfounded. It involved a charge of bad faith against the Minister of Public Works, as well as the Minister of Railways.

Ald. Likely said that there was too much talk about the land coming back to the city. They didn't want it to come back. They wanted a refinery built on it, and he had faith enough in Mr. Durant to believe that he intended to build the refinery. A man who could make as good a bargain with the government could be trusted to secure \$2,000,000 to build a refinery.

Objections Covered.

The recorder read the draft of the proposed deed, and in commenting upon, said it covered the objections made by Ald. Kelley.

Ald. McGoldrick said that Mr. Durant had to build the factory, or he wouldn't get the government site. The order in council bound him to go ahead. There was no possible way by which Mr. Durant could beat the city, or he wouldn't have gone to so much trouble to secure a site.

Ald. Potts said that he couldn't believe that the government had agreed to abandon its 11 acres without reserving certain rights of way over the land. If Mr. Durant project fell through, the government might control the wharf is agreed, and thus the Potters and other interests from getting their goods through the draw.

Ald. Baxter said that if the government did such an unwise and foolish act as creating a fence against the harbor front, the parties injured could secure legal compensation. But, in order and there might be no doubt on that matter, the city should introduce a clause providing that in event of Mr. Durant failing to carry out his part of the contract, the original seven acres should revert back to the city.

Land More Valuable.

Ald. Scully said that if the refinery was built on the government site and then burnt down, the land would be more valuable to the city than it is now. The government had a right of way through the city plot offered Mr. Durant, and it was therefore not so valuable as some people thought it was.

Ald. Scully read a communication from the president of the Board of Trade, approving of the recommendation of the general committee, and stating that the government proposed to build a wharf north of the proposed refinery that would commend itself to the merchants of the port. It would facilitate the handling of merchandise to have the government wharf closer to the city wharves.

Ald. Scully's motion to adopt the section was then carried. The city engineer, Ald. Likely, Lewis, Codner, Baxter, Scully, Christie, Belyea, Holder, Vanwart, Frink, Wilson and McGoldrick, yeas; Ald. Kelley, Potts, Elkin and Sproul, nays.

Ald. Frink moved the adoption of the section requiring the Durant Company to install a water main from the city lines to the refinery. He thought the resolution should set out whether the refinery was to receive water from Loch Lomond or Little River. If the refinery consumed 1,000,000 gallons per day, as was expected, it would materially diminish the pressure in the mains supplied from Loch Lomond.

In reply to Ald. Frink Mr. Durant said the pressure as well as the purity of the water was of great importance to the refinery.

Little River Water Suggested.

Ald. Kelley said it would be inadvisable to allow a connection at the Marsh Bridge. The city would not have sufficient pressure on its mains to satisfy the underwriters. Some provision should be made for supplying Mr. Durant from Little River, and Ald. Baxter pointed out that in the original agreement with Mr. Durant the city had bound itself to deliver reasonably pure water at a certain point. Whether the water came from Loch Lomond or Little River was a matter which the city should decide on its own account. It would be unfair to set a trap for Mr. Durant at this stage of the proceedings. He moved that the original resolution be amended by striking out the words "city limits," and substituting the words "Marsh Bridge."

After some further discussion Ald. Baxter's amendment defining the Marsh Bridge as the point to which Mr. Durant should be obliged to lay a water main at his own expense was passed.

Ald. Baxter then moved the adoption of the section that the terms and conditions of the original agreement be made applicable to the 11 acre lot which Mr. Durant was to receive from the government. This motion was passed without discussion.

A New Section.

On motion of Ald. Baxter a new section was added providing that in the event of Mr. Durant failing to start work on the refinery within a year, the lots in question should revert to their present owners, the city and the government, and that should the refinery be built and subsequently be burnt down, the city, in case Mr. Durant or his company were not prepared to build again, should acquire full rights to the site.

The council issued instructions to the common clerk and the recorder regarding the preparation of the legal documents necessary to complete the business and then adjourned.

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  - 6.—FOISY & CO. Rosewood Case, 7 1-3 octaves, modern action. Taken on in trade for more expensive instrument. \$220.00. Terms \$10.00 down and \$7.00 per month.
  - 7.—BROCKLEY, ebonyized case; taken in trade. In splendid condition. \$195.00. Terms \$10.00 down and \$7.00 per month.
  - 8.—(2) SQUARES in Splendid Condition at \$150.00 each.
  - 9.—(10) Per Cent. off the above prices for spot cash. Specify second choice in this list, in case first choice is sold within a year, and full amount allowed for it on a new piano or organ.
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