Koksilah Quarry Company Claim Damages for a Breach of Contract.

Suit Arises From Rejection of Stone for the New Parliament Buildings.

Koksilah Quarry Co. vs. the Queen a case of much general interest and in volving a large sum of money, was commenced before Mr. Juctice Walkem this morning. The Koksileh Quarry Co., Ld., in their petition of right claim \$12, 500 damages by reason of the alleged breach of his contract with them by the Chief Commissioner of Lands and Works. The petition recites that in the summer of 1893 the government of the province, having in contemplation the erection of the new parliament buildings, approved of a quality of stone quarried by the company and asked them for tenders for the delivery of stone from their quarry, to be used in the erection of the said buildings, and the company accordingly sent in a tender to the Chief Commissioner of Lands and Works. In reply the deputy commissioner wrote the company that their stone had been selected and urged them to proceed with all necessary quarry work so that there might be no delay when he stone was wanted. Afterwards, in February, 1894, some stone was delivered at the site of the said buildings, and the company allege was accepted as a part performance of the contract and actually used, but about this time the contractor for the building refused to accept any more stone, although suppliants were always ready and willing to go on and complete their part of the contract. The company further say that stone has been used and is still being used which under the terms of the agreement could have been supplied by them.

By reason of the alleged breach of the contract and the refusal of the government to allow their stone to be used. 'he suppliants claim their damages to be\$12,500.

The defence set up by the attorneygeneral in behalf of the province is that they never contracted with the company at all, but rather that the late Frederick Adams, the contractor for the new par liament buildings, was the party who made the contract on his own behalf. It is admitted that stone was delivered, but to Adams, who rever used it because it was a poor article, entirely unfit to be put into the buildings, and was condemned by Mr. Rattenbury, the architect on the buildings.

Mr. Lubbe was the first witness Jie is the president of the company, and he told of all the transcations between his company, Adams and the government. He contended that the stone was perfeetly good. At the conclusion of his evidence in chief, H. D. Helmcken, Q. C., who has been watching the case. asked that the Adams estate be made a party to the action, but his lordship refused to do so, telling Mr. Helmcken that his client's interests could not in the present trial be in any way affected Mr. Lubbe's cross-examination was commenced by Mr. Smith before lunchon, and is still going on. Several experts on stone and contractors are watching the case, and Mr. Rattenbury is taking notes of the evidence.

E. V. Bodwell appears for the company and A. G. Smith and H. E. A. Robertson for the provincial government.

VERDICT FOR HARRIS.

Special Jury Gives a Verdict for \$19,377 Against Messrs. Dunsmuir.

The special jury in the case of Lowen berg, Harris & Co. vs. Dunsmuir last evening brought in their verdict. but judgment will not be given until argument is heard on the application for a non-suit on the part of the defendant The jury answered the questions submitted to them by Mr. Justice Walkem as follows:

1. Did plaintiff, Mr. Harris, accept and act upon the terms contained in de fendant's letter of 18th September, 1890, as constituting the complete contract between him and defendant as principal and agent? "No."

2. If not, did the defendant verbally authorize the plaintiff "to do his best" to effect the sale of the mine plant, etc., or in the event of his being unable to find a purchaser within the time, and upon the terms mentioned in the written in structions, mentioned; and was such authority intended by both parties to be considered as incidental to the written instructions and as part of the contract between them as principal and agent?

3. Were the terms mentioned in the defendant's letter of 18th January. 1892, intended to be a modification of the written instructions of the 18th of September, 1890, and were they so treated by both parties? "Yes." 4. Were these terms accepted and acted upon by the plaintiff as the complete contract between them? "No." 5. If not, did the defendant verbally authorize the plaintiff to do his best, etc. (same as question 2)? "Yes."

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6. Did the plaintiff procure a purchas-



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er for the mine upon the terms and with-in the time limit mentioned by the writ-ten instructions of 18th January, 1892, (as modified in March, 1892, by the dendant agreeing to throw in the colery steamers and vary the terms of payment); and if so, was the completion of the negotiations within the time limit Makes a Fast Trip According to the negotiations within the time limit prevented without just cause by the de-"Yes." 7. In the event of the plaintiff being

entitled to damages, what is the amount? "\$19,377."

Mr. E. V. Bodwell for plaintiff; Hon. A. N. Richards, Q. C., and Hon. C. E. Pooley, Q. C., for the defendant.

The Board of School Trustees Rearrange Staff for the Eusuing Year.

Several New Teachers Appointed to Fill Vacancies Caused by Resignations.

Last evening the Board of School South Fark school.

re-arrangement of the staff. Mrs. Grant retaining Mr. Nicholson on the staff of experienced through fog. the Boys' Central school when Chairman Hayward asked the board if they did not wish to exclude the reporters. As a majority were in favor of doing so motion to that effect was carried.

In committee of the whole a number of changes were made. Contrary to the arrangement of last term, Mr. Muir was retained on the staff of the High school In the Boy's Central school, Mr. J. F. Salloway was promoted to the position vacated by Mr. Nicholson, and Mr. A. W. Currie, who has been teaching in country schools, was appointed to Mr Salloway's place. Miss Rosalind Watson, B.A., an eastern lady, was appointed to the positoin made vacant by the resignation of Miss Arrowsmith. Miss McLean was promoted to the position on the South Park staff vacated by Miss Carmichael and Miss F. A. Brown took Miss McLean's place.

The services of the school attendan w officer were dispensed with. Here is the teaching staff as re-arranged.

HIGH SCHOOL. Mr. E. B. Paul, M.A., principal. Mr. A. J. Pineo, B.A. Mr. E. H Russell, BA. Mr. J. N. Muir, B.A. BOYS' CENTRAL.

Mr. S. B. Netherby, principal. Mr. J. F. Salloway. Mr. A. W. Currie. Miss E. E. Sylvester. Mis G. H. Fawcett. Miss C .C. Christie. Miss E. M. Jesse Mr. W. N. Wisby

GIRLS' CENTRAL. Miss M. Williams, principal. Miss L. A. Barron. Miss A. Keast. Mrs. L. M. Caldwell. Miss Rosalind Watson, B.A. Miss A. Russell. Miss I. R. Christie.

Miss E. S. Shrapnel. VICTORIA WEST. Mr. L. Tait, principal. Miss S. Kermode. Mr. J. J. Stephenson Miss M. A. Gaudin.

Miss E. Nisbet. SPRING RIDGE. Mr. F. F. Deran, principal. Miss I. M. F. Barron.

Miss E. M. Arthur NORTH WARD. Mr. A. B. McNeill, principal. Miss M. Sanderson.

Miss A. J. Munro. Miss C. A. Dowler. Miss S. J. Murton. Miss E. J. King. Miss A. Spragge. Miss J. C. Strachan. ROCK BAY.

Mr. D. Dallas. Miss M. Lucas. SOUTH PARK. Miss A. D. Cameron, principal. Miss E. G. Lawson

Miss S. A. Robinson Miss L. M. Speers. Miss F. C. Fraser. Miss C. T. Lorimer. Miss F. Frank.

Miss McLean.

Miss F. A. Brown. Mr. St. Clair was appointed physical instructor at an increased salary of \$600 per annum. The pupil teachers appointed were Miss Lee, Miss Creech, Miss McTaggart, Miss M. A. Nason and Miss E. P. Northcott.

For cases of nervousness, sleeplessness, weak stomach, indigestion, dyspepsia, try Carter's Little Nerve Pills. Relief is sure. The only nerve medicine for the price in the market.

ONE HONEST MAN.
Editor:—Please inform von readers, that if written to confidentially I will mail in a sealed letter, particulars of a genuine, honest, home cure by which I was permanent restored to health and manly vigor, after years of suffering from nervous debility, sexual weakness, night losses and weak sunken parts. I was robbed and swindled by the quacks until I nearly lost faith in mankind, but, thank heaven, I am now well, vigorous and strong, and into the dry dock to secure a new prowish to make this certain means of cure known to all sufferers. I have for Port Blakely with the ship Dundee nothing to sell, and want no money, but in tow. To-morrow she tows the Che being a firm believer in the universal balis from Moodyville to sea, and on brotherhood of man, I am desirous of helping the unfortunate to regain their III. to Comox. health and happiness, I promise you perfect secrecy, and as I do not wish to expose myself either, please address simply: P. O. Box 388, London, Ont.

the Pacific.

Steamers Belonging to the Nippon Yusen Kaisha Line to Call at Victoria.

Another two hours were knocked off the record between Sydney and Victoria by the R. M. S. Warrimoo, which arrived last evening. She left Sydney on other foreign company is the Quesnelle the afternoon of July 10th and had a and Cariboo Gold Fields Exploration Young's report of the trip: The R M. S. and the principal place of business at Hartstead Chambers, Sheffield, Eng-N. S. W., on 10th July at 5:30 p.m. A at Spokane has ben registered under the pleasant passage was made to Fiji, Su- foreign companies act to do business in va being reached on 16th July at 7 a.m. British Columbia. The voyage northwards was resumed at Honolulu arrived at on the 24th July at and New Denver mineral districts and Trustees met for the purpose of re-arranging the teaching staff of the public schools. This was made necessary by the fact that Miss Arowsmith had religiously the fact that Miss Arowsmith had religiously the fact that Miss Arowsmith had religiously to Suva, the fact that Miss Arowsmith had religiously to Suva, the fact that Miss Arowsmith had religiously to Suva, the fact that Miss Arowsmith had religiously to do a genral minima business. The name is the Hinckley and Black Colt with since departure from Australia, westerly winds prevailing to Suva, thence to Honolulu the usual trade religiously to do a genral minima business. The name is the Hinckley and Black Colt with since departure from Australia, westerly winds prevailing to Suva, thence to Honolulu the usual trade religiously to the public for the p signed her position on the staff of the winds. From Honolulu fine weather and land; W. H. Mellick, Pocatello, Idaho Girls' Central School and Miss Car- smooth sea till 28th July, thence south- and Horace Thorne of Toronto. michael her position on the staff of the erly winds and dull weather with moderate sea to passing Cape Flattery on 31st July at 2:30 p.m. The vessel's Jumbo Gold Mining Co, of Seattle, with A number of minor matters having speed was reduced considerably 24 hours a capital stock of \$650,000; the Rob been disposed of, the secretary read a before arrival in Suva and 72 hours Roy Gold Mining Co., of Spokane, with number of applications for positions on prior to reaching Honolulu, in order to a capital of \$500.000; and the Rossland the staff and the board proceeded to the arrive at daylight, thus giving the pass- Red Mountain Gold Mining Company, engers an opportunity of enjoying a run of Spokane, with \$1,000,000 capital. ashore. Twenty miles to westward of was about to discuss the question of Cape Flattery a delay of one hour was

> The passengers were F. A. Goodmanson J. W. Tyler, Mrs. Blannin, Mrs. Smith, Master Crisp, Miss E. Jervis-Waldy, C. E. Greener, Capt. Argall, Mr. and Mrs. A. B. Triggs, T. H. Mann, H. Partridge, Major and Mrs. Dease, L. Byron-Peters, H. G. Grepe, J. Pen der, Dr. J. S. Hunt, Rev. H. Crombie, W. Collins, F. C. Pilkington, Mrs. F. Waterhouse, Mrs. T. M. Carter, Miss G. C. Robertson, C. H. Fairer, Miss M. Green, Miss J. Bates, E. Burleigh, G. R. Ewart, Major-General Hogge, Sister Albertina, Miss G. A. Hollenbeck, E. W. Holdsworth, Miss Gearen, S. Mc Lean, D. Hegarty, Miss Hegarty, Mrs. and Miss Horton, J. Mahoney, A. Naismith, Mr. and Mrs. W. Hedle-Brown, Dr. Hathaway, F. Foley, J. McGibbon, Mr. and Mrs. McCracken and family of two Mr. and Mrs. Le Masurier and family of eight, J. Chapple, Capt. Mc-Carthie, Mr. and Mrs. Janeiro and family of six, G. Jamieson, Mr. and Mrs. Scholes and child, Mr. and Mrs. Harmon and family of two, A. Cameron and

C. L. Brito. Included in her cargo were 88 tons of iges for the Sound.

which was wrecked off the Fiji Islands two months ago. He is on his way to Liverpool.

Queen, Captain Carroll, arrived from the mountain tops being one mass of flames.

The agent of the Nippon Yusen Kaisha line of steamers was in the city yesterday and interviewed business men regarding the possibilities of securing trade for the line between Victoria and the Orient. He was favorably impressed with the city, and in all probability all the steamers will call here on their way to and from the Sound. The local agency for the line is at the Great Northern railway office, 75 Government street. The first of the steamers, the Miike Maru, 4600 tons, is advertised to leave Seattle on September 5.

The C. P. N. Co.'s steamer Rainbow left for Nootka and way ports last evening. She had a full cargo of freight, principally supplies for the mines. Among her passengers was Capt. John Irving, who went down in connection with his mining interests at Alberni.

Yesterday afternoon the C. P. N. Co. received a telegram which stated that instant. She will probably arrive here next week.

The Umatilla arrived from San Francisco last evening with 133 passengers on board, 34 of whom were for Victoria. Her freight included 133 tons for this port.

The British ship, Corolla, Captain Fraser, now loading lumber at Moodyville for Freemantle, will also carry ten thousand feet of sugar pine, taken from San Francisco to Seattle on the Lakme, and from there taken to Moodyville on the Utopia. Another consignment brought from Seattle to Vancouver by the Utopia is 300 cases of beer sent by the Seattle Brewing and Malting Company to Hong Kong by the Empress sailing on Monday next.

Last evening the turret steamship Progressist was towed to Esquimalt by the tug Lorne. She will probably go peller. The Lorne left this morning her return will take the bark Richard

The Northern Pacific Steamship Co., following the lead of the Southern trans-Pacific steamship lines, has ad- tricts.

vanced the freight rates to China and Japan. The rate on flour has been advanced from \$2 to \$3.56 a ton.

B. C. GAZETTE NOTICES.

The current issue of the British Columbia Gazette contains notices of incorporation of several companies organzed to develop mining claims in province. The B. C. Gold Mining Company has a capital stock of \$1,000,000. The trustees are F. S. Timberlake, Lewis Blair Hesse and H. Heffering, and the principal place of business is Vancouver. The Cariboo Mining and Developing Co. (foreign) has been ganized by Seattle capitalists. As it name implies, the intention of the company is to work mines in Cariboo. An very pleasant trip up. Here is Purser Syndicate. The capital stock is £12,000 Warrimoo, M. C. N. Hepworth, R. N. land. The Deer Park Mining Co., capi-R., commander, sailed from Sydney, tal stock \$1,000,000, with headquarters

Kootenay mining men have formed a noon the same day. The Equator was company to purchase the Hinckley and crossed on the 19th of July at noon, and Black Colt mineral claims in the Slocan

> Three other foreign companies have also been registered, namely, the Little

A Petition Against the Return of Messrs Earle and Prior in Victoria.

The Seats of Mr. McInnes and Mr. Maxwell Attacked by the Conservatives.

Election petitions were all the rage this morning in the office of the registrar of the supreme court, where no less than three petitions were filed against the returns of members elected on the 23rd of June last. First, Messrs. Archer Martin and George E. Powell went up with many papers and on behalf of the city and the town of Esquimalt ex-James Pilling, W. E. Ditchburn and J. mixed freight for Victoria and 177 pack- R. Giscombe, filed a petition against the return of Col. Prior and Thomas Earle. Among the passengers were Captain Mr. Martin is the solicitor on the re-McCarthie, of the ship Scottish Dales, cord, and paid in \$2000 security for

costs. The petition recites all the allegations both possible and probable-such as buy-The Alaskan excursion steamer ing votes with money, offers of employment, procuring of loans for voters, the north at 8 o'clock this morning and | treating, undue influence, and paying left again for the Sound at eleven. The travelling expenses and buying tickets majority of her 163 excursionists spent | for voters. The prayer of the petition the three hours at their disposal viewing | asks that both of the members for Victhe different places of interest in the toria be unseated, or if both are not city. A number of these were so pleas- proved to have been elected corruptly, ed with the city that they decided to that one of them be so found and that remain over for a number of days. his election be declared null and void. Among the excursionists were a Ray- It also asks that both members be dismond-Whitcomb party of 34. The oth- qualified for the term of seven years cers of the Queen report that a huge from holding any office under the crown. fire is raging at the northern end of the Of course all corrupt acts alleged to island, the forest from the sea short to have been committed are charged both against the candidates and their agents.

Next came into the registrar's office representatives from the office of Messrs. Drake, Jackson & Helmcken, with a petition against a Liberal, Mr. W. W. B. McInnes, of Nanaimo. They left \$1000 as security for costs. The petition contains the usual charges. But come. It was headed by Mr. A. Stewart Potts, erstwhile secretary of the Conservative Association, and Mr. A. E. McPhillips, who were assisted by Alfred C. Anderson. They came with \$1000 and a petition against the return of Mr. G. R. Maxwell in Vancouver. The petitioner is John Mayfield Duval, a wood turner of Vancouver, but who on and his solicitor is Mr. Adolphus Williams, M. P. P.

It was also stated around town today that Mr. Bostock's election had been protested, but nothing was filed in at Kamloops.

LIBERAL ASSOCIATION. Officers Are Elected for the Ensuing

Year. A largely attended meeting of the Laberal Association was held in Philharmonic hall last evening. After routi e business, the following officers were elected for the ensuing year:

Honorary President-Hon Richards (re-elected). President-Mr. Geo. Riley. First Vice-president-Mr. E. V. Bod

well. Second Vice-president-Mr. A. H. Scaife. Treasurer-Mr. Richard Hall. Secretary-Mr. R. L. Drury.

Financial Secretary-Mr. S. G. Camp-

Executive Committee-Messrs, Archer Martin, Ald. Marchant, Geo. E. Powell, Ald. Humphrey, Frank Higgins, M. J. Conlin, D. Cartmel, Ald. Macmillan, W. J. Dwyer, Major Nicholles, F. B. Gregory, L. P. Duff, A. A. Davidson and Geo. Sangster representing the city, and Messrs. J. F. Chandler, D. Stevens, Lake District; E. S. Field, Metchosin J. Sluggett, Saanich, and Isaac Somers, Cedar Hill, representing the rural disHighest of all in Leavening Power.—Latest U.S. Gov't Report

ABSOLUTELY PURE

Judgement Given by the Chief Justice in the Case of Elworthy vs. the City.

Workmen and Tradesmen to b Paid for Labor and Material Supplied.

Chief Justice Davie yesterday afterioon delivered judgment in the case of Elworthy vs. Corporation, discharging the injunction in so far as it refers to material and labor supplied. The judgnent follows:

"This is an action brought by the plaintiff as a ratepayer of the corporation to restrain the mayor and aldermen from paving any moneys of the corporation to any person or persons for and in respect of work done on, or material supplied for or in connection with the erection of a pile bridge at Point Ellice, in the city of Victoria, and the present motion is an application on behalf of the plaintiff (upon notice) to continue until the hearing an injunction granted by me on the 28th instant restraining the defendans until a time which is now past from paying any moneys of the corporation to any persons in respect of work or materials on the Point Ellice bridge, or from paying to any person the sum of \$5,200 appropriated by the resolution of the municipal council on the 24th June, 1896, or in any part thereof.

"As the matter is one of much urgency, I shall at once state the conclusions which the limited time at my disposal has enabled me to arrive at.

"The facts giving rise to the proceedings, as detailed in the affidavits, show that a bridge over a portion of Victoria harbor, between Work street and the Indian reserve, Victoria West, and over which a large traffic passed daily, collapsed on the 26th May last by the breaking away of one of the spans, and that since the collapse of the bridge, until recently when the E. & N. railway bridge was by arrangement with the company brought into requisition, it has been impossible to take vehicles between cept by a circuitous route of several

"It appears that nothing was done by the corporation to restore communication until the 24th June, when the coun cil passed an appropriation of \$5.200 for the purpose of replacing the defunct bridge with a temporary structure upon piles to be driven in rows at every sixtecn feet. This work being immediately commenced, was objected to on behalf of did not get a patent for it. Nei the Dominion government as being un obstruction to navigation, and unlawful under Rev. Stat. Can., cap. 92, which enacts that no bridge, etc., shall be constructed so as to interfere with navigation unless (as was not the case) the site thereof has been approved by the governor-in-council and the plans ap-

proved by the government. "The corporation, notwithstanding the notice from the resident engineer, went on with the work, acting upon the contention that the new pile bridge did not impose a greater obstacle to navigation than a former bridge did, which had been wholly removed and had ceased to

exist upwards of ten years ago. "On the 24th July, inst., uponcomplaints of the attorney-general for Canada, an injunction was granted by this court restraining the defendants from further proceeding with the objectionable structure, on the ground that its erection is unlawful.

"The present action is now brought the most weighty contingent was yet to to prevent the corporation paying out any portion of the \$5,200 voted by them for the construction of the pile bridge, or any other moneys of the corporation in connection therewith.

"Whilst it is clearly settled in law that a corporation will be restrained by injunction from applying its moneys to unlawful purposes or to purposes not authorized by law (Atty Gen. v. Aspinall, 2 Myl. and Cr. 613; Atty. Gen. v. the voters' list is described as a broker, yet other considerations arise here. The Mayor of Norwich, 2 Myl. and Cr. 4061, officers of the corporation, wrongfully as it may be assumed, have given contracts for the work, which have been partially, and in some cases wholly, executed. These contracts were undertaktheir new steamer Tees had called at the registry office here against him, al- in in good faith, and as valid contracts though a petition may have been filed for the building or repairing of a bridge with a body corporate which has under the Municipal Clauses Act. sec. 50, sub .sec. 122, abundant power to provide for making, preserving, repairing, etc.,

roads, bridges and highways. The persons contracting with the corporation were not supposed to know, neither were they concerned to inquire whether, i their plans for restoring communication the corporation intended to impede navigation, or whether they had or had not obtained the permission of the Dominion government so to do. Consequently it seems clear that the injunction, so tar as it restrains the corporation from pay ing for work and contracts already done and executed, must be discharged. "he corporation cannot be restrained iron paying its debts.

"The injunction, however, will be con tinued to restrain the defendants from entering into or further proceeding with any contracts or works in pursuance of heir projected pile bridge.

"It may be well for the plaintiff to consider what form of remedy he shall seek in this action. His grievance would appear to be not so much against the corporation as against the members thereof. The mayor and aldermen are trustees of the civic property and funds, and would seem to be liable for wasting and squandering the property entrusted to them the same private trustees would

for wasting trust funds. passage of the "English-co form act, 1835," the individual sibility of aldermanic bodies has clearly defined by that act and s quent legal decisions. "Before that act, as pointed Vice-Chancellor Esten in Patter

Bowes, 4 Grant's Chancery Rep. corporate body could dispose erty as it pleased. It could be ed, al'enated or destroyed it. poration reform act," however the purposes to which corporate a manner as to impress it with which gave the Court of Chance diction to prevent its miss and a number of cases almos iately arose in which corporate which had been applied in a 1 consistent with the provisions

act, was reclaimed on the g trust, and the jurisdiction of to compel the restitution of such erty was established. * * tors and other officers of the cor though constituent members at posing the governing body of poration, are regarded as its ago if they are acting wrongfully severed from the corporate be proceeded against by the corpora seif for the purpose either of prev or correction."-And the same right taches to any ratepayer suing on of himself and the other rate when it is impracticable to use the

of the corporation)—See also Newca v. A.G.L.R. (1892) App. Cac. 568:A Newcastle 23, Q.B.D. 492. "It will be necessary also to cor the frame of this suit: Whilst Patt son v. Bowes decides that the Attor General is not a necessary party would seem that the plaintiff should on behalf of himself and all other r payers, and the corporation as well the members of the corporation in t individual capacity would seem t necessary parties-(see Morrow v. (nor, 11 Ont., Prac. 423.) As the fendant aldermen are of course selves ratepayers it follows they came by co-plaintiffs against themselves. The action therefore should be by the plan tiff on behalf of himself and all other

ratepayers except the defendant alder "The order therefore will be to di charge the order for injunction so f as it restrains the payment for mate ials or work already delivered or don with leave to plain; iff to amend in manner suggested. "The costs will be costs in the cause.

INVENTIONS WITHOUT PATENTS

If you look back on the history uman progress you will find than nor of the great epoch-making inventi has ever been patented. The man lit the first fire, whether Prometh the party from whom he stole the the man who made the first wh every sense one of the most tionary inventions in the history The same thing may be said of the vention of soap, candles, gunpowde umbrellas and the mariners' compass, to come down to our present day.

steam engine and electric telegraph There is a general notion that if did not protect inventions by means patents, inventors would cease to inve and material progress would come to standstill. But history does not this out in the least. Men with g mechanical gifts do not exercise t solely with a view to commercial any more than astronomers search heavens for new worlds with an ey registering patents and floating com ies on the results of their discoveries London Truth.



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VOL. 13.

atest Telegrams dicate Serio

Matabele Treach val Bulwark . Impres

Cape Town, Aug. numbers of cases the friendlies, who ts with carti lriving the insurge Hills, and have deci a chain of forts aro the enemy. Twent

been commenced. sined after the rev refuge for settlers ther outbreak. ent police force of An official dispatch lesia yesterday White with 250 n nd two Maxims, lief of the Hartley est news from the tain White had had on the top of Kopj fending, and asked

unition. Thus strong force is only owing to the altere my. Sir Frederick that he needs more able to feed or tran the prevalence of the The news from R rosv. Sir Frederic ces seem capable holding their own. recent fights look ve The insurgent by the previous on them, and they into the open and Maxim rapid-firing recent encounters,

London, Aug. 4 .naval manoeuvres given a shock to En ined that Great Brit was impregnable. oeuvres was that a trying to reach Lou British fleet which and facter had to p eign fleet met off T ish fleet was spread Tap Cape, close by, did not try to pass went around the v and succeeded in rea unmolested. This v versal of what was and it is held to pro of an invading force

is quite possible, eve superior naval force bar the way. The Post publishes England's relations the course of which tenance of British ca, Africa and Asia involve the necessity ca. France and Russ herefore to consider the other powers. January the question fight the British n considered at Berlin campaign against Er out. This fact has ed before, and we

that the present to German press ought men on their guard. The appeal of the against the acquittal the Belgian officer w lish trader Stokes to Congo region for sel munition to the nativ day in Brussels I court of the Congo s thaire was present in rank in the service of that of major-gener occupied in a recital of the jurists.

The Vienna corre Chronicle learns that the exception of Engl to blockade Crete. The Porte's demission should stop the expor to Crete has caused to resign, but the king

he resignation and r of war, on his ow stop the export. The Daily Graph patriotic Spaniards 1 tine have give a Clyde an order for a cruise cost \$1,600,000 and 18 months as a gift t

SPAIN MEANS Negotiating with th Genoa for More

Madrid, Aug. 4,-T Genoa with whom th ment have been negot chase of two ironclad clined to sell to Spain baldi on the ground t a prior right. Adm nister of marine, p send a commission of Glasgow to negotiate of two ironclads.

THE EXPEDITION Herr Andree and Hi

Stockholm, Aug. 4. received from Spitzbe