

London Advertiser

Honesty, purity of tone, circulation, and the confidence of its readers. These are characteristics that give a newspaper that quality that shrewd advertisers seek. The "Advertiser" is such a paper.

Read Twice.

Material Progress Made With the Electric Franchise Bylaw.

The City Concedes Three Objectionable Clauses.

And the Company Changes Base on Several Others.

The Latter Make Some Important Bridge Concessions.

But Will Not Accept the Franchise With a Rider on the "Option" Clause—Third Reading Set for Saturday Night.

When it came down to the final point with the aldermen and street railway people yesterday whether the city should have an electric road or hobble along with horses for another indefinite period there was a give-and-take spirit exhibited on both sides, and the bylaw received its second reading. With the reading there were smoothed out several troublesome kinks that have for a long time defied the best efforts of those who were trying to comb out the tangles in the venerable gray hair that has grown, so to speak, about the franchise. Here is a record of the concessions in brief:

By the company:

1. The company will at once build a new bridge at Clark's bridge, or erect a new iron side bridge, renewing the entire superstructure and allowing for a 25-foot roadway for traffic.
2. They agree to allow the council to determine the route by which the cars will run by a two-thirds vote. (A hotly-contested point.)
3. They agree to make a 25-foot roadway at Victoria bridge, instead of a twenty-foot.
4. They will agree not to build to Springfield, if the city desires, and take the radial company's cars at the city limits, if that company builds to Springfield; or to build to Springfield and take the radial company's cars at Springfield and draw them to the center of the city.

5. In addition to the 1,200 cords of gravel already agreed upon, they will haul 500 cords for the benefit of the streets of the city.

6. The company withdraws its request to be allowed to build to Oxford street bridge, and allows the matter to rest at the discretion of some future council.

By the city:

1. The clause binding the company to change the system if another propulsive power becomes general is stricken out.
2. What is known as the insolvency clause is also stricken out. As this clause stood originally the city wanted to be allowed to take over the entire road and plant in case of insolvency to the exclusion of other creditors. This was arbitrary in the general opinion of the aldermen. Another clause provides for the forfeiture of the franchise in case the company discontinue running cars for 30 days, and the city is thus protected.
3. The clause levying a \$5 car license is stricken out.

Points now in issue:

1. The question of costs. This matter can easily be settled between the parties. The amount has been agreed upon, but the method of payment has yet to be decided.
2. The question of hauling radial company's cars to Springfield. There was hardly any necessity for leaving this matter open at all, because Mr. Break, as intimated in paragraph 4 of the company's concessions, agrees to the demands of the radial company.
3. The optional clause. This is the only serious stumbling block. The company has no objection to the clause proper, which is identical with the same clause in the horse-and-mule franchise. What they kick against vigorously is the incorporation of the following rider, which has been deemed necessary by the city solicitor: "Provided, also, that the company shall be bound to accept in its entirety and as to all streets mentioned in the clause its option as shall be given to them, and shall not be entitled to accept the same as to part or parts thereof."

The option clause provides that the present company must have notification of any new offer or proposal to electrify city streets other than those mentioned in the bylaw, and shall be allowed 30 days in which to decide whether to build the same extensions themselves or allow a rival company to come in. The rider binds them to accept such option in its entirety, and will not give them any choice of certain streets. This the company's representatives state is a vital point with them, and they will not concede to it.

The city solicitor advises the council to insist in the rider. If the rider is insisted on London will not have any electric road—for quite a time, at least. On the other hand, it is for the council to say whether the clause is sufficiently strong without the rider to warrant its exclusion. It reads as follows:

"In the event of any other person or persons proposing to construct a railway or railways on any of the streets of the said city of London, other than the streets or portions of the streets mentioned in section 50 (1) hereof, the matter and substance of the proposal shall be notified to the company, and the option of constructing such proposed railway or railways on the conditions contained in this bylaw, or the conditions contained in such proposal, as the corporation may elect, shall be offered to the company, but, if such option shall not be accepted by the company within 30 days after such notification, or, if the same having been accepted, the company shall not proceed with the necessary work and complete the same within the time by the corporation fixed for that purpose, then the corporation may grant the privilege to any other person or company, and the corporation and its grantees shall be entitled to cross the railways of the company by other railways traversing other streets; provided always that nothing herein contained shall be taken to bind the corporation to grant to the company or anyone else the right to construct a railway or railways upon any streets other than those herein

specially named."

The final decision will be made on Saturday night, when the bylaw comes up for its third reading at a special meeting of the council.

After consulting with No. 1 committee last night in the mayor's office, Mr. Break, Manager Carr, Mr. Ivey, and Mr. Hellmuth all went down to the telephone office, and had nearly two hours' talk with President Everett in Detroit. His answer received, about half an hour was spent by the solicitors in incorporating the amendments into the bylaw.

It was twenty minutes to eleven when Ald. Jones came into the chamber and announced that all was ready. The members then filed in and the consideration of the clauses left over from the last meeting began.

The clauses where there had been differences of opinion were then read and adopted.

On the reading of the only clause, re-option, on which any difference remained, a discussion arose, and it was proposed by Ald. Jones to read the clause and pass it for further consideration at the next meeting.

The opposition to this course was so vigorous that it was ultimately allowed to stand until the balance of the clauses were read.

Dealing with the York street bridge, where the company agree to build on either the north or south side, Ald. Wells raised an objection to the crossing being made on the north side unless the sidewalk was moved out and around the extension. He did not want the line to cross the sidewalk at both ends of the bridge.

"Don't you want an elevated road?" asked Ald. Jones.

The mayor (to Mr. Ivey)—Have you any objection to the suggestion?

"Not as long as we don't have to move the sidewalk," answered Mr. Ivey.

A whispered consultation between Mr. Ivey and the mayor followed, and the matter was allowed to stand over until the third reading.

In connection with the same bridge, Ald. Pritchard made insinuations about a petition which had been sent in against the use of the bridge. He alleged that the petitioners had been slighted and no notice whatever taken of the wishes of over 500 citizens. They were shown no courtesy, he said, were treated shabbily and meanly, and had not been given notice of the meeting.

Mayor Little said that the petition had been carefully read and considered by No. 1 committee, and the petitioners had not been slighted in any way.

"Well, I claim they have," said Ald. Pritchard; "and they have never been notified of any of the meetings."

"On behalf of No. 1 committee, I hurl back the charge at Ald. Pritchard," said Ald. Jones.

"Why was it not reported?" asked Ald. Pritchard.

Ald. Jones—That's my business.

The mayor—Order, order.

Ald. Jones—I am not bound to report on petitions at special meetings.

Then City Clerk Kingston attempted to pour oil on the troubled waters by stating that he had notified Mr. Robert Pritchard and Mr. Fraser, petitioners, of the meetings.

Ald. Pritchard—Well, I have just as much right to believe—

The mayor—Order, Ald. Pritchard, I can't allow you to question the veracity of the clerk.

Ald. Pritchard tried to reply, but the mayor put a motion and gently ignored him.

"I don't know whether you have any right to call me down in that way," retorted Ald. Pritchard.

The city clerk, although he stated that he did not want to place himself in contradiction with Ald. Pritchard, reiterated that both Robert Pritchard and Mr. Fraser had been informed.

"That's quite satisfactory," said several aldermen.

"It is not necessary to go further," said the mayor.

"Well, I have a right to assert my right," added Ald. Pritchard.

"Here is the petition," said Ald. Jones. "And instead of 500 petitioners there are just exactly 135." (Laughter.)

Ald. Pritchard was angry by this time, but he contented himself by stating that Ald. Jones was simply misinformed.

"I don't break the monotony of reading a technical legal explanation occurred when ex-Ald. Judd, on behalf of the radial company, took the floor to plead that the Delaware branch be allowed to come into the city over the Springfield branch of the London company's line.

"Don't play dog in the manger," said Mr. Judd. "If you won't take our cars, let us bring them in ourselves. On every other line they say we will bring your cars in, but to Springfield they won't. To put it shortly we want the right to come in over their lines."

Ald. Garratt moved that alterations be made in the franchise so as to grant the radial company its request. Ald. Pritchard seconded with alacrity.

"I might state just here," said Ald. Jones, "that the concessions already made by the street railway company to-night to the radial company is absolutely as much as they will concede. I admit that we may have made a mistake in giving the street railway company the control of the Springfield line, yet when that was done there was no radial company. We have committed ourselves and now must keep faith."

"How does the fact that they cannot tap Springfield prevent any radial company from running to Delaware?" asked Ald. Parnell. The radial company, he said, could have no object in going to Springfield, except to profit by a portion of the Springfield traffic.

Ald. Powell pointed out that the clause objected to had been drafted originally by the solicitor for the radial company, the solicitor for the street railway company and the city solicitor. That would let the council out of any dilemma.

"I think the clause was originally drafted by Mr. Cameron," said the mayor, to whom Ald. Powell had turned for verification. "Is that so, Mr. Meredith?"

"It came emanating from the two railway solicitors," answered Mr. Meredith.

Ald. Jones—"The radial railway clause is the best that No. 1 committee can do. The London Street Railway Company are willing to pull up stakes in Springfield if the city is willing to take the risk. There is no agreement, to be sure, but there is a basis of agreement, by which the street railway company are bound to build to Springfield within one year. If you don't want them to go to Springfield they don't want to go."

Mr. Judd—"Well, we will take it. I am instructed so far as the street railway company are concerned," said Mr. Ivey, "to say that we are not willing to throw up the Springfield line if they are willing to take the risk. Further, we are willing to take

their Delaware cars at Springfield and bring them in if they don't want to build the road. We are not in the position of the dog in the manger at all, far as the radial company is concerned."

"We would just like to ask the radial company," said Mr. Ivey, further, "how they propose to get down through the townships of Westminster. We have a similar bylaw with Westminster township as we have with the city of London. Any proposition they have to make to the township of Westminster will have to be submitted to us first."

"It's a question for the council as to whether they are going to take a certainty for an uncertainty. I think London for the last few years has had quite a surfeit of uncertain railway companies."

Mr. Judd—"They were all yours. (Laughter.)"

The mayor—Order, order.

Mr. Ivey (continuing)—If you know what you are going to get all right, deal with us. If you want to be in a position that you don't know what you are going to get, or when you are going to get it, or what you would call it when you do get it, then deal with somebody else.

The clause was allowed to stand.

At 12:35 a.m. the last clause was read, and then Ald. Parnell moved that the two clauses left standing be adopted in their present form for the purpose of giving the bylaw its second reading.

Ald. Nutkins seconded.

Ald. Garratt and Ald. O'Meara both opposed the motion, but it carried, and with it the second reading was recorded.

The mayor tried twice to put the question. After he had called for the division of the building, he was asked to attempt to gain recognition. The vote was taken in consequence, with Ald. Wells standing, his vote unrecorded.

"I think it is a most outrageous thing," said Ald. Parnell, "to put a motion when an alderman is on his feet."

"No alderman," replied the mayor, "has a right to get on his feet after the chair has put the motion."

And the council adjourned at ten minutes to one o'clock in the morning, to meet again on Saturday evening, when the bylaw will be given its final reading.

GONE UP IN SMOKE.

Clam-Consuming, Convivial Coney Island Has a \$300,000 Blaze—Other Fires.

Coney Island, N. Y., May 16.—Shortly after 9 a.m. a fire started in the dancing pavilion on the main avenue here, and that building, with fifteen small wooden structures, has been burned. The firemen are unable to get the fire under control, and it is feared that the buildings at the latter end of West Brighton will be burned.

The following are among the buildings burned: O'Brien's Hotel, St. Nicholas Hotel, Stuber's Hotel and many others.

Coney Island, May 16.—A call for aid was sent to surrounding towns and Brooklyn when the fire this morning broke out, and a number of engines and hose companies hurried to the scene.

At 11:40 the flames crossed Surf avenue and caught into the other block, which they threatened with destruction. Several engines of the Brooklyn fire department arrived, and began throwing streams on the flames. The fire was raging fiercely, and it looked as if the entire lower Brighton district would go, but at 1 p.m. the flames were under control. Loss estimated between \$250,000 and \$300,000.

Cornwall, May 16.—The fruit and confectionery establishment of Lally & Cotnam, in Mack's block, corner of Pitt and First streets, was destroyed by fire early this morning.

The G. N. W. Telegraph office, which was in connection with the store, was also destroyed, but at 4 a.m. Mr. Lally, the local manager, had a staff of men at work, and the telegraph service was in operation at the Rossmore Hotel temporarily at 8 a.m. Loss about \$3,000; insurance, \$1,900.

Aylesford, N. S., May 16.—The warehouses of L. O. Neilly, dealer in agricultural implements, flour and feed, were destroyed by fire this morning.

The Massachusetts Company, of Toronto, had stored in the building several hundred dollars' worth of implements and repairs. Nothing was saved. Total loss is estimated at \$8,000; partially insured.

Warton, Ont., May 16.—Fire broke out in the Ely House, kept by Mr. Rogers, at 3:20 today, ruining the roof and upper portion entirely. A lot of the contents were removed. The water spoiled was left. The firemen did good service.

HILL DENIES THE STORY

That He May Come Out as a Free Silver Champion.

New York, May 16.—In regard to the story started in Chicago that Senator Hill is likely to champion the cause of the Free Silver party, the Senator said today:

"It is all mere political gossip. There is not a word of truth in it. I have no acquaintance with Mr. Nicholson, and I have written him no letter whatever. It is only dignifying such rumors to deny them."

BUTTER BONUS FAD CONDEMNED

Brookville, Ont., May 16.—At the regular weekly meeting of the Brockville cheese board Mr. M. K. Everetts delivered another address strongly condemning the Government butter bonus by a portion of the Springfield traffic.

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The Toronto Tragedy

Continuation of the Sensational Murder Trial.

The Transfer of Martha Wells' Money to H. Hyams.

Small Value of the Warehouse Stock—Blood on a Sugar Barrel and Pearline Box.

Toronto, May 16.—At the Hyams murder trial this morning Mr. Osler stated that Mrs. Hyams was not able to be present, but thought she would attend during the afternoon. Mr. Lount said his cross-examination of her was through.

Mr. Osler, before calling other witnesses, read a number of letters written by Harry Hyams to Martha Wells during 1893 and also one written to her during the time she was at the Church street school. These letters are replete with terms of endearment and expressions of solicitude for her happiness. There was nothing in them which apparently was damaging to the prisoners.

Samuel C. Smoke, who had acted as solicitor for Mrs. Hyams prior to her marriage and during the present year, was questioned as to interviews he had held with Harry P. Hyams, at one of which Solicitor Horn was present, during the early part of 1893, when a proposition was made by Harry Hyams that certain moneys belonging to Martha Wells should be invested through Harry Hyams, and that, in fact, those moneys should be handed over to him.

It was stated at the interview that Miss Wells had said this should be done, and that it remained to settle the form in which the agreement should be drawn. The witness at the time had stated that he knew nothing of any such agreement, and that as her solicitor he could not consent to such an agreement. He had asked Mr. Horn, as Mr. Hyams' solicitor, to put the agreement in writing and send it to him, when he would submit it to his client. The agreement was sent. The money concerned amounted to about \$3,000.

Mr. Osler produced a draft of an agreement and a letter and asked witness if that was the agreement he received. The defense objected to the evidence or to the documents produced being admitted or read, and the interview between the solicitors was ruled out as being privileged.

W. H. Ritchie, a Queen street broker, testified to having purchased on Jan. 23, 1893, the stock of groceries in the Hyams warehouse. He paid \$50 for it, and took it away on a wagon. It was a small barrel and also on a Pearline box.

E. W. Aylesworth was recalled, and testified that the furniture in the warehouse when sold brought \$5 or \$7.

B. D. Humphries, the undertaker who took charge of the body, stated that he had considered the killing to be accidental.

Toronto, May 17.—At yesterday afternoon's session of the Hyams murder trial, Geo. H. Grundy, general agent in Toronto for the New York Life Insurance Company, testified as to the \$30,000 insurance on the life of Wells (deceased) payable to Mrs. Harry Hyams. Other insurance men testified in regard to policies taken out by Dallas Hyams which had lapsed on account of non-payment of premiums.

James Rankin, foreman, who had used the hoist dolly; Charles Lee, who had repaired it; John Thompson, who put in a new hook in 1892 to hold the weight, and others, gave evidence tending to show that the elevator worked very well, and that it was hardly possible for the weight to get off the hook in the shaft.

WHIPPING THE SPANIARDS.

Cannot Get at the Cuban Insurgents—A Guerilla Warfare.

Havana, May 17.—The Cuban insurgents are making tremendous advances. They are burning down villages and driving the Spanish troops back. The plan of the insurgents is not to risk open battle, but to fall upon the Spaniards from ambush or exhaust them with forced marches in the heavy rains, which now come almost daily in the interior, and with the torrid heat between the showers is making and have in the conscript ranks. All the efforts of the Spaniards to deliver a telling blow at the head of the rebellion here are futile and the number of men in the field has doubled within the last three weeks. When Martinez Campos arrived from Spain on April 16 there were about 3,000 insurgents under arms. There are now over 6,000, and the latest acquisitions have a great proportion of whites than was the case at first.

HOW MANUFACTURERS ARE INJURED.

I have often pointed out that while this tariff discriminated very heavily, in our judgment, against the whole producing classes, it was almost equally unjust to certain classes of manufacturers, and that is in the nature of a protective tariff. What is one man's finished product is another man's raw material, and the consequence is that when you impose taxation in that fashion, you are very apt to hurt one manufacturer proportionately as you assist another. Now, sir, that has been very notably the case of late years with respect to several very important classes of manufacturers—those who work in iron. I do not hesitate to say that they have been very unjustly treated, indeed, under this present tariff. I can see no just reason why the iron worker should be compelled to pay 30 or 40 or 50 or 60 per cent, perhaps, on his raw material, while the cotton manufacturer or the woolen manufacturer gets his raw material free. Let us have some fair play, let us have some justice, let us have some reason in these matters, and if you are going to allow your cotton manufacturers and your woolen manufacturers and other manufacturers free materials, why in heaven's name discriminate against the iron manufacturers?—Sir Richard Cartwright in Parliament.

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PARASOLS

Of all kinds. Look where you like, shop where you please, compare as you may, you will always find

Our styles the newest,
Our Qualities the best,
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MILLINERY

We've been using all diligence to make the selling force and the working force big enough to show the appreciation we feel for the ever increasing business you're bringing us. Such millinery selling is entirely without precedent—and so were the preparations we'd made, or you'd have been disappointed.

No touch of foreign style is lacking—no dearth of ready-made headgear from the foremost milliners of the world—at home and abroad.

Shall the Summer Bonnet be from the hundreds and hundreds now ready, or shall we make it your notion?

Perhaps you'd be interested in knowing that you can get a French Pattern Hat at one-half the price they were a week ago. Only 30 left. Some very special lines in Untrimmed Hats too.

Black Crepons.

Over forty styles of these billowy, foamy dress fancies are on the counters to-day, probably four times greater in assortment than can be shown elsewhere. There is a perfect light for black goods here which the public thoroughly appreciates. Our constantly increasing stream of customers educate and help us to know the wants of Crepon buyers, then we study to obtain the correct weaves. Perfect blacks, right weights and good widths are here.

Dundas and
Carling Sts.

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