FULL TEXT OF THE RAILWAY BILLS

INTRODUCED INTO HOUSE YESTERDAY AFTERNOON

By the Attorney-General—Elimination of Land Grant Provisions Among the Alterations.

The following is the text of the two railway bills introduced in the legislature by the Attorney-General yesterday afternoon:

An act to aid the construction of a railway from Victoria to Yellowhead Pass.

His Majesty, by and with the advice and consent of the legislative assembly of the province of British Columbia, enacts as follows:

1. This act may be cited as the Victoria and Yellowhead Pass Railway Aid Act, 1902.

2. The Lieutenant-Governor in Council is hereby authorized:

(a.) To aid the construction of a railway from Yellowhead Pass to Bute Inlet by a grant to the Edmonton, Yukon and Pacific Railway Company, of five thousand dollars for each mile of railway (not exceeding four hundred and eighty miles) constructed by said company between Yellowhead Pass and Bute Inlet. The said aid shall be paid by debentures or inscribed stock of the province, which the Lieutenant-Governor in Council is hereby empowered to issue, which shall be accepted at par value, shall bear interest at three per cent. per annum, payable half-yearly, and the principal shall be payable in fifty years from the date of issue.

(b.) To aid the construction of a railway from Victoria to Seymour Narrows, via Alberni, by a grant to the Victoria and Seymour Narrows Railway Company of five thousand dollars for each mile of railway (not exceeding one hundred and fifty miles) constructed by the last-mentioned company between Wellington and Seymour Narrows. The said aid shall be paid by debentures or inscribed stock of the province, which the Lieutenant-Governor in Council is hereby empowered to issue, which debentures shall be accepted at par value, shall bear interest at three per cent. payable half-yearly, and the principal shall be payable in fifty years from the date of issue.

3. The Lieutenant-Governor in Council may enter into an agreement with the Edmonton, Yukon and Pacific Railway Company, which agreement shall, in addition to other matters therein provided for, contain the following provisions:

(a.) The company covenant with the government that, upon the terms and conditions hereinafter expressed, they will lay out, construct, equip, fully complete and maintain, or cause to be laid out, constructed, equipped, fully completed and maintained, a line of railway, with all proper terminal facilities, from a point at or near Bute Inlet to the eastern boundary of British Columbia, in the vicinity of Yellowhead Pass, which said railway, when fully completed as aforesaid, shall be a standard gauge railway, and up to the general standard of the Canadian Pacific railway as originally constructed, and which railway shall be the property of the company.

(b.) The company shall commence work on the construction of the railway within the time hereinafter fixed therefor, at a point at or near Bute Inlet, and shall duly and diligently prosecute the work of building the line easterly until the whole line is completed to the satisfaction of the Lieutenant-Governor in Council.

(c.) The company shall, before the commencement of the said work, give security for the due performance of the work herein provided for in the sum of one hundred thousand dollars, not as a penalty, but as liquidated and ascertained damages due to His Majesty, in right of the province of British Columbia, in case of default, conditioned that the railway shall be completed from a point at or near Bute Inlet to the eastern boundary of British Columbia within the time hereinafter fixed therefor; and upon completion of the railway the said security shall be returned to the company or their nominees, and in the event of the security before mentioned being deposited by the company in cash, the government will allow to the company, for such time as the money security shall remain in the hands of the government, interest at the rate of three per centum per annum: Provided, however, that if the said security is not given on or before the first of September, 1903, this agreement shall become null and void.

(d.) To aid the company in the construction of such railway, the government will grant and pay to the company for each mile of said railway (not exceeding four hundred and eighty miles) the following sums, viz.: Five thousand dollars in debentures or inscribed stock of the province, which shall be accepted by the company at par value. The said debentures or inscribed stock shall bear interest at three per cent. per annum, payable half yearly, and the principal shall be payable in fifty years from their date of issue.

(e.) The said subsidy shall be payable to the company when and from time to time as each twenty miles of said railway (or, in the case of the last section, the fraction of twenty miles, if such it be) have been built, of the standard and in accordance with the terms of this agreement, and a certificate therefor has been given by the engineer of the government.

(f.) The government shall grant to the company a right of way not exceeding two hundred feet in width along the line of railway, and such crown lands as may be necessary for terminal purposes, sidings, stations, sheds, wharves, warehouses, embankments, cuts, bridges, culverts, drains and other works and approaches thereto. The crown lands mentioned in this section shall be limited to such quantity as the Lieutenant-Governor in Council shall consider reasonable and necessary for the purposes of the company. The said lands shall be granted subject to the provision or condition contained in paragraph (i.) of this agreement: Provided, however, that a failure to carry out or obey such provision or condition shall not be enforced against said lands except by proceedings in court, during which an opportunity shall be given to the company to comply with such provision or condition.

(g.) The company's railways and branches and extensions in British Columbia, and equipment and stations and station grounds workshops, buildings, yards, rolling stock, appurtenances and other property required or used for the construction, equipment and working thereof, and all personal property owned or possessed by the company, and the capital stock and revenues of the company, shall be free from provincial and municipal taxation until the lapse of ten years from the completion of the railway hereby contracted to be built, and in lieu of all provincial taxation after the said ten years the company shall pay to the government each year two per cent. of the gross earnings of said railway and branches and extensions, and the same shall be a first charge on said gross earnings after the payment of maintenance and working expenses of the railway, and the government shall have the same rights and remedies for collection as for the collection of taxes in the ordinary manner. Should any questions arise between the government and the company as to the amount of gross earnings, the government shall have access at reasonable times to the books of the company to verify the correctness of all statements of gross earnings submitted by it. The government may, however, at any time after the payment of said two per cent. on gross earnings comes into operation, cancel the same and bring the said railway under the operation of the general law of the province governing the taxation of railways, and in which case the company will be relieved for the future of the payment of said two per cent. on gross earnings, and the said road will be subject to taxation; but the company shall not at any time be subject to taxation upon a more onerous basis than the taxation of any other railway company of a similar standard in British Columbia.

(h.) The company agree that they will, after the completion of the first hundred miles of line, enter into an agreement satisfactory to the Lieutenant-Governor in Council, that they will maintain and operate a suitable ferry, of the requirements necessary for the transportation of cars, passengers and freight, between the terminus of their railway on the seashore of the Mainland of British Columbia and the most feasible point on Vancouver Island, to run in connection with the Victoria & Seymour Narrows railway, it being the true intent and meaning of this agreement that the company will within the time for the completion of the railway contracted to be built under this agreement, operate or cause to be operated, a line of transportation from the eastern boundary of British Columbia, at or near Yellowhead Pass, to a point on the seaboard at or near Bute Inlet; thence by ferry to Vancouver Island, to run in connection with said line of railway which will have its terminus at the city of Victoria, on Vancouver Island.

(i.) The Lieutenant-Governor in Council shall have the right, by order in council, to fix the maximum freight and passenger rates to be charged by the company.

(j.) The said line of railway, from a point at or near Bute Inlet, to the said eastern boundary of the province, shall be commenced and completed by the company within the time following, viz.: Within three months after the parliament and government of Canada have granted to the company aid satisfactory to the company for the construction of said railway, the construction thereof shall be commenced, and the railway shall be completed within six years thereafter.

(k.) The subsidy under this agreement shall be subject to the condition that the workmen, laborers or servants employed in or about the construction and operation of the railway in aid of which such subsidy is granted shall be paid such rate of wages as may be currently payable to workmen, laborers and servants engaged in similar occupations in the district in which such railway is constructed and operated, and upon breach of such condition by the company there may be deducted and retained from any moneys payable in respect of such unearned subsidy such amount as the Lieutenant-Governor in Council may think proper, and in case the subsidy shall have been paid before such breach, such part thereof as may be determined by order in council may be recovered back from the company, with full costs of action, at the suit of the Attorney-General of the province in any court of competent jurisdiction.

(l.) The government shall be entitled to retain the subsidy on each section when the same becomes due until the company produce satisfactory evidence that the wages of all workmen employed on such section have been paid.

(m.) Whenever in this agreement the government or the company is mentioned or referred to, such mention or reference shall extend to and include and be binding upon the successors of the government and the successors and assigns of the company, as the case may be.

(n.) The head office of the company for the management of their business for the Pacific division therefor shall be at the city of Victoria. And the company further agree that they will not at any time discriminate in through rates from Atlantic to Pacific ports against the city of Victoria, or any other port on Vancouver Island, or the city of Vancouver, reached by their line or railway, in favor of any port on the Mainland at the end of any extension of their system.

(o.) Notwithstanding anything contained in this agreement, if the said company have not begun the construction of said railway on or before the first day of September, 1903, this agreement shall become null and void.

4. The Lieutenant-Governor in Council may enter into an agreement with the Victoria & Seymour Narrows railway Company for the construction of a railway from Victoria to Seymour Narrows, via Alberni. The said agreement, in addition to other matters therein provided for, shall contain the following provisions:

(a.) The company covenant with the government that, upon the terms and conditions hereinafter expressed, they will lay out, construct, equip, fully complete and maintain, or cause to be laid out, constructed, equipped, fully completed and maintained, a line of railway, with all proper terminal facilities, from a point at or near the town of Wellington to Seymour Narrows, via Alberni, which said railway, when fully completed as aforesaid, shall be a standard gauge railway, and up to the general standard of the Canadian Pacific railway as originally constructed, and which railway shall be the property of the company.

(b.) The company shall commence work on the construction of the railway within the time hereinafter fixed therefor, and shall duly and diligently prosecute the work of building the line until the whole line is completed to the satisfaction of the Lieutenant-Governor in Council.

(c.) The company shall, before the commencement of the said work, give security for the due performance of the work herein provided for in the sum of fifty thousand dollars, not as a penalty, but as liquidated and ascertained damages due to His Majesty, in right of the province of British Columbia, in case of default, conditioned that the railway shall be completed within the time hereinafter fixed therefor; and upon completion of the railway the said security shall be returned to the company or their nominees, and in the event of the security before mentioned being deposited by the company in cash, the government will allow to the company, for such time as the money security shall remain in the hands of the government, interest at the rate of three per centum per annum: Provided, however, that if the said security is not given on or before the first of September, 1903, this agreement shall become null and void.

(d.) (e.), (f.), (g.) The same provisions as in paragraphs (d.), (e.), (f.) and (g.) of section 3, except that in paragraph (d.) of this section it shall be provided that the subsidy shall not be for mileage in excess of one hundred and fifty miles.

(h.) The said line of railway shall be commenced and completed by the company within the time following, viz.: Within three months after the parliament and government of Canada have granted to the company aid satisfactory to the company for the construction of said railway, the construction thereof shall be commenced, and the railway shall be completed within six years thereafter.

(i.) The same provision as in paragraph (i.) of section 3.

(j.) The same provision as in paragraph (k.) of section 3.

(k.) The same provision as in paragraph (l.) of section 3.

(l.) The same provision as in paragraph (m.) of section 3.

(m.) The head office of the company shall be at the city of Victoria; and the company further agree that they will not at any time discriminate in through rates from Atlantic to Pacific ports against the city of Victoria, or any other port on Vancouver Island, or the city of Vancouver, reached by their line or railway, in favor of any port on the Mainland at the end of any extension of their system.

(n.) The same provision as in paragraph (o.) of section 3.

An act to aid the construction of a railway from Vancouver to Midway.

His Majesty, by and with the advice and consent of the legislative assembly of the province of British Columbia, enacts as follows:

1. This act may be cited as the "Coast-Kootenay Railway Aid Act, 1902."

2. The Lieutenant-Governor in Council is hereby authorized to aid the construction of a railway from the city of Vancouver to Midway by a grant to the Vancouver & Coast-Kootenay Railway Company, or any other railway company, of four thousand five hundred dollars for each mile of railway (not exceeding three hundred and thirty miles) constructed between the city of Vancouver and Midway, as hereinafter set out, the said aid to be paid by debentures or inscribed stock of the province, which the Lieutenant-Governor in Council is hereby empowered to issue, which shall be accepted at par value, shall bear interest at three per cent. per annum, payable half yearly, and the principal thereof shall be payable in fifty years from the date of issue.

3. It shall be lawful for the Lieutenant-Governor in Council to incorporate any person, firm or company a railway company, with all the powers mentioned or referred to in the Model Railway Bill, to construct, maintain and operate the railway, the route of which is set out in the next following section.

4. The Lieutenant-Governor in Council may enter into an agreement with the Vancouver & Coast-Kootenay Railway Company, or with any other railway company, for the construction of a railway from the city of Vancouver to Midway. The said agreement, in addition to other matters therein provided for, shall contain the following provisions:

(a.) The company covenant with the government to lay out, construct, equip, fully complete and maintain, or cause to be laid out, constructed, equipped, fully completed and maintained, a line of railway, with all proper terminal facilities, from the city of Vancouver or near or southeast of the city of New Westminster to the mouth of the Fraser, to connect with the ferry between the Mainland and Vancouver Island at the most convenient point on Vancouver Island and so as to give direct communication with the city of Victoria, which said railway, when fully completed as aforesaid, shall be a standard gauge railway, and up to the general standard of like gauge transcontinental railways, and shall be the property of the company.

(b.) The company shall commence work on said railway within three months after a subsidy, satisfactory to the company, shall have been granted by the parliament and government of Canada in aid of the construction of the railway, and shall duly and diligently prosecute the same until complete to the satisfaction of the Lieutenant-Governor in Council.

(c.) The company shall, before the commencement of the said work, give security for the due performance of the work herein provided for in the sum of one hundred thousand dollars, not as a penalty, but as liquidated and ascertained damages due to His Majesty, in right of the province of British Columbia, in case of default, conditioned that the railway shall be completed within the time hereinafter fixed therefor; and upon completion of the railway the said security shall be returned to the company or their nominees, and in the event of the security before mentioned being deposited by the company in cash, for such time as the money security shall remain in the hands of the government, interest at the rate of three per centum per annum: Provided, however, that if the said security is not given on or before the first of September, 1903, this agreement shall become null and void.

(d.) To aid the company in the construction of such railway the government will grant and pay to the company for each mile of said railway (not exceeding three hundred and thirty miles) the following sums, viz.:

Four thousand five hundred dollars in debentures or inscribed stock of the province, which shall be accepted by the company at par value. The said debentures or inscribed stock shall bear interest at three per cent. per annum, payable half yearly, and the principal of said debentures shall be payable in fifty years from their date of issue.

(e.) The said subsidy shall be payable to the company when and from time to time as each ten miles of said railway (or in case of the last section, the fraction of ten miles, if such it be) have been built, of the standard and in accordance with the terms of this agreement, and a certificate therefor has been given by the engineer of the government: Provided, however, that no portion of said grant for the construction of the sections of said railway extending from the Coast to Hope shall be paid until the mountain sections of said railway, extending from Hope to a point at or near Allison, shall have been constructed, and a certificate therefor shall have been given by the engineer of the government.

(f.) The government shall grant to the company a right-of-way not exceeding two hundred feet in width along the line of railway, and such crown lands as may be necessary for terminal purposes, sidings, stations, sheds, wharves, warehouses, embankments, cuts, bridges, culverts, drains, and other works and approaches thereto. The crown lands mentioned in this section shall be limited to such quantity as the Lieutenant-Governor in Council shall consider reasonable and necessary for the purposes of the company. The said lands shall be granted subject to the provision or condition contained in paragraph (j.) of this agreement: Provided, however, that a failure to carry out or obey such provision or condition shall not be enforced against said lands, except by proceedings in court, during which an opportunity shall be given to the company to comply with such provision or condition.

(g.) The company's railways and branches and extensions in British Columbia, and equipment and stations and station grounds, workshops, buildings, yards, rolling stock, appurtenances and other property required or used for the construction, equipment and working thereof, and all personal property owned or possessed by the company, and the capital stock and revenues of the company, shall be free from provincial or municipal taxation until the lapse of ten years from the completion of the railway hereby contracted to be built, and in lieu of all provincial taxation after the said ten years the company shall pay to the government each year two per cent. of the gross earnings of said railway and branches and extensions, and the same shall be a first charge on said gross earnings after the payment of maintenance and working expenses of the railway, and the government shall have the same rights and remedies for collection as for the collection of taxes in the ordinary manner. Should any question arise between the government and the company as to the amount of gross earnings, the government shall have access at reasonable times to the books of the company to verify the correctness of all statements of gross earnings submitted by it. The government, may, however, at any time after the payment of said two per cent. on gross earnings comes into operation cancel the same and bring the said railway under the operation of the general law of the province governing the taxation of railways, and in which case the company will be relieved for the future of the payment of said two per cent. on gross earnings, and the said road will be subject to taxation; but the company shall not at any time be subject to taxation upon a more onerous basis than the taxation of any other railway company of a similar standard in British Columbia.

(h.) The amount expended by the government on surveys in connection with this line of railway will be refunded by the company, and may be deducted from any subsidy payable under this agreement.

(i.) The said line of railway shall be commenced and completed by the company within the time following, viz.: Within three months after the parliament and government of Canada have granted to the company aid satisfactory to the company for the construction of said railway, the construction thereof shall be commenced, and the railway shall be completed within four years thereafter.

(j.) The Lieutenant-Governor in Council shall have the right, by order in council, to fix the maximum freight and passenger rates to be charged by the company.

(k.) The subsidy under this agreement shall be subject to the conditions that the workmen, laborers, or servants employed in or about the construction and operation of the railway in aid of which such subsidy is granted, shall be paid such rate of wages as may be currently payable to workmen, laborers and servants engaged in similar occupations in the district in which such railway is constructed and operated, and upon breach of such condition by the company there may be deducted and retained from any moneys payable in respect of such unearned subsidy such amount as the Lieutenant-Governor in Council may think proper, and in case the subsidy shall have been paid before such breach, such part thereof as may be determined by order in council may be recovered back from the company, with full costs of action, at the suit of the Attorney-General of the province in any court of competent jurisdiction.

(l.) The government shall be entitled to retain the subsidy on each section when the same becomes due until the company produce satisfactory evidence that the wages of all workmen employed on such section have been paid.

(m.) Whenever in this agreement the government or the company is mentioned or referred to, such mention or reference shall extend to and include and be binding upon the successors of the government and the successors and assigns of the company, as the case may be.

(n.) Notwithstanding anything contained in this agreement, if the said company have not begun the construction of said railway on or before the first day of September, 1903, this agreement shall become null and void.

Nashville, Tenn., May 21.—The African Methodist Episcopal general conference has decided to begin mission work in Cuba, the Philippines and Africa. A Sunday school department was decided on, which will create a new general office.

WILL NOT TAKE CHARGE OF SHOW

SO COUNCIL DECIDED YESTERDAY EVENING

Preferred Not to Assume Financial Responsibility for Exhibition—H. P. Bell to Prepare Bridge Plan.

The city council sat until 11 o'clock last night, and one city father so far forgot himself as to suggest that the time be extended. This attempt to emulate the local legislature met with the unsuccess it richly merited, the council preferring to finish business at another session to desecrating the midnight hour in debate say, for instance, on the Woodsawing By-Law.

The deputy minister of marine and fisheries informed the council that the Victoria Machine depot had applied for a water lot in front of their establishment at the head of the harbor. Accompanying the communication was a plan of the place, showing the concession applied for. Referred to a special committee and the city engineer for report. Alds. Yates, Grahame and Vincent were appointed to be the committee.

W. Jackson, secretary of the Woodmen of the World, invited the council to the anniversary service to be held in the Victoria theatre on the afternoon of Sunday, June 8th. The invitation was accepted.

Jas. Fletcher, secretary Victoria Gun Club, asked permission to use a portion of Beacon Hill park for the gun tournament during the approaching celebration. Permission was granted.

Ed. Mohun submitted a design and the accompanying letter for a bridge at Point Ellice estimated cost of which was $104,000:

Victoria, B. C., 10th May, 1902.

His Worship the Mayor and the Board of Aldermen:

Gentlemen:—I beg to hand you herewith a blue print of a design for Point Ellice bridge; it differs from the one I had previously the honor to submit, in that the waterway and headway have been increased.

There are two main spans of 164 feet each and two side spans of 99 feet each. I have taken out the quantities carefully and a fair contract price at present rates should not exceed $104,000, to which must be added five per cent. for engineering and superintendence, etc.

Bearing in mind the considerable increase in the cost of structural steel during the last year, it is probable that such a bridge would now be cheaper than a steel one, while it would be a permanent structure. There is rather more material in this bridge than in other similar ones which have been built in Europe, but I believe in providing for absolute safety under all conditions.

I should be glad to submit the working drawing to any expert in reinforced concrete bridges, and am confident that such expert would consider the bridge perfectly safe.

Such a bridge could be easily built six months.

I have the honor to be, gentlemen,

Your obedient servant,

EDWARD MOHUN, C. E.

Laid on the table pending the receipt of the streets, bridges and sewer committee.

W. M. Wilson offed to lease property at Elk Lake desired by the city for $150 to $175 per year, with the option of purchasing it. Referred to the water commissioner for report.

Messrs. Moore and Whittington offered to pay one-third the cost of extension of the sewer along George street on the local improvement plan. The offer was received, and the writers will be notified that the work will be done provided they contribute $200 to the cost.

Robertson & Robertson communicated a petition signed by 141 names asking that the sections of the by-law regulating vehicles, providing that lamps must be carried on bicycles, be repealed. The petitions were received and a conference with the petitioners will be arranged.

Geo. W. Boyd renewed his offer for the sale of his moving pictures. Referred to the Tourist Association.

Thos. Shotbolt, in a letter addressed to the city engineer, applied for permission to have his name put in the permanent sidewalk in front of his establishment on Johnson street.

Alds. Yates and McCandless were opposed to the principal of allowing names to be put in permanent sidewalks, while Alds. Grahame, Worthington and Cameron favored the application, providing the sidewalk be left in condition satisfactory to the city engineer. Permission was granted.

Usher & Weldon, of the Colonist hotel, protested against the granting of permits to people to sell soft drinks at Beacon Hill during the coming celebration, claiming that it would be doing them a great injustice. Received and filed, and the writers to be informed that the council does not see fit to depart from its usual practice.

E. Jacobson complained of the stench arising from Pendray's Soap Works, quite apparent crossing James Bay bridge. Referred to the city engineer, who will drown the odor by letting the salt water in on the mud flats.

Jno. H. Dixon applied for the position of arc fixer during the absence of Sergt. Lorimer. Referred to the electric light committee.

The city clerk reported that the following applications had been referred to the city engineer: For open drain on Chatham and Lime streets, box drain on Bank street, box drain on Baronet street, plank walk on Clarence street, and several street improvements in Victoria West. Received and filed.

The city solicitor reported adversely on G. C. Mesher's claim regarding the removal of gravel from Battery street, James Bay. Filed, and Mr. Mesher to be informed of the solicitor's report. He also reported that the vending of sweetmeats in the park, while objectionable, could not be prohibited.

The city engineer reported that he had given instructions for the mending of a box drain on Cormorant street at a cost of $75. Adopted.

The building inspector reported that the cost of sewer extension and connection with the Yates street fire hall would cost $355. Referred to the streets, bridges and sewers committee.

M. Hutcheson, lighting superintendent, recommended that Jas. Greaney be appointed fireman at the lighting station. Adopted.

The same writer enclosed an application for leave of absence from Sergt. Lorimer. Granted, and the superintendent be instructed to supply the vacancy temporarily.

The sanitary officer explained the circumstances of the quarantining and fumigating of C. E. Thomas's residence. Received and filed, and Mr. Thomas to be supplied with a copy of the report.

Mr. Adam and others asked that the corporation carpenters be allowed an eight-hour day. Referred to streets, bridges and sewer committee.

Ald. Grahame inquired for the city solicitor's report regarding the alien labor clause in the Terminal Railway Act.

The Mayor said that the city solicitor had not yet prepared a report.

Ald. Grahame replied that it was urgent that a report on the subject should be prepared as soon as possible, and an answer sent to the Attorney-General.

The city solicitor will report next Monday night.

Tenders for supplying water meters were read from the following: J. L. Beckwith, $1,094.50; Wm. Bowness, $777.55, and $974; C. G. Henshaw, of Vancouver, $870.20, and $762.20; Caldwell Bros., of Tacoma, $1,116; Henry Darling, Vancouver, $1,250. Referred to the water commissioner and purchasing agent for report.

J. Reynolds Tite, secretary of the Provincial Rifle Association, inquired if the corporation intended to supply a challenge cup this year as in the past for rifle competition. Referred to the finance committee, who will draw up conditions.

The streets, bridges and sewers committee recommended: 1. That H. P. Bell, C. E., be employed to prepare detailed plans, etc., for a steel superstructure for the Point Ellice bridge. 2. That the city engineer be instructed to proceed with the construction of a concrete sub-structure, faced with granite ashlar; and (3) that the engineer report on the Spencer drain on Yates street.

Ald. Yates moved in amendment that the first clause be struck out and the following substituted: That the city solicitor be instructed to draw up a by-law authorizing the construction of a stone or concrete and steel bridge at a cost not exceeding $200,000.

In moving this Ald. Yates said he did not think they should ignore the wishes of the ratepayers, who had petitioned the council on the subject. Seconded by Ald. Worthington.

When the first clause was taken up Ald. Yates urged his amendment, which was lost on the following division:

Ayes—Alds. Yates, Worthington and Williams.

Nays—Alds. Barnard, Vincent, Grahame, McCandless, Cameron and Kinsman.

Clause one was then put and carried.

Ald. Vincent moved that the second clause be amended providing for the city engineer to prepare estimates and plans for the sub-structure. The clause, as amended, passed.

Clause three passed, and the report complete with amendments was adopted.

A request from Secretary Boggs, of the British Columbia Agricultural Association, brought up the question as to whether the city will assume financial responsibility for the exhibition this year. The association has asked the council to nominate the majority of the executive committee, which appoints the board of management.

Ald. Yates moved that the request of the association be complied with.

The Mayor read the financial statement showing that the receipts of last year's show were $12,250, and expenditure $14,250 leaving a deficit of $2,000.

Alds. Vincent and Williams urged the holding of a show. It wasn't necessary to have one on such a large scale as last year, but most certainly one should be held.

Ald. McCandless thought this was a very serious step. The question was where were the funds to come from. The council had to raise some $25,000 or $30,000, and this should be procured first. He anticipated a shortage in the next show of $5,000 at least. If the council was prepared to vote that amount they should have a show. If not none should be held. He moved in amendment that the association be informed that the council did not see fit to assume financial responsibilities for the show this year.

Ald. Cameron pointed out that already the one show had cost the city $7,000, and considering the amount of money that had to be raised this year, he thought it inadvisable to hold a show this year.

Ald. Yates felt that this city should never allow a year to pass without having a show. To do so would give Victoria a black eye. It wasn't necessary to have an elaborate show. The whole secret of success was in having a good committee. He was confident of success if the city took charge of the exhibition.

Ald. Cameron did not think it the business of the council to run an agricultural show. If the citizens with the large assistance of the council could not run it, it shouldn't be held at all.

Ald. Kinsman held that the assumption of financial responsibility by the city would make it difficult to get subscriptions.

Ald. Grahame considered that it would be a fatal mistake for the city to take up the matter.

Ald. McCandless's amendment was lost.

Ald. Barnard then moved in amendment, seconded by Ald. Williams, that the association be informed that the council was unable to assume financial responsibility for the show, but would grant assistance to the extent of $2,000.

This was lost. Ald. Yates's motion was then put and lost on the following division:

Ayes—Alds. Yates, Vincent, Worthington, Williams and the Mayor.

Nays—Alds. Barnard, Grahame, McCandless, Cameron and Kinsman.

The question therefore remains unchanged.

Six by-laws were lying on each aldermanic desk, but the Mayor saw 11 o'clock. One heartless solon moved that the time of the session be extended half an hour. Half past eleven! This was out of the question, as it was felt that six by-laws could not be handled in half an hour, so the council adjourned until Wednesday evening.

What You See Here

Is worth seeing and worth buying. We provide goods that you can use with satisfaction. Look them over, select what you require and we will guarantee that the articles you buy will be the best value you ever received.

FLOUR

Has advanced, but for a short time we will sell Ogilvie's Hungarian at $1.25 a sack. Don't miss this offer.

B. C. Granulated Sugar, 21 lbs. $1.00
B. C. Granulated Sugar, 100 lb. sack.. 4.75
B. C. Yellow Sugar, 25 lbs. 1.00
B. C. Yellow Sugar, 100 lb. sack 4.00

These prices are for this week only—so now is the time to buy your preserving sugar.

DIXI H. ROSS & CO.

CASH GROCERS.

INLAID AND PRINTED

LINOLEUMS

ALL QUALITIES.

J. Piercy & Co.,

Wholesale Dry Goods. 21-29 Yates Street, Victoria, B. C.

If You Could Look into the future and see the condition which your cough, if neglected, will bring you, you would seek relief at once—and that naturally would be through

Shiloh's Consumption Cure

Guaranteed to cure Consumption, Bronchitis, Asthma, and all Lung Troubles. Cures Coughs and Colds in a day. 50 Cents. Write to S. C. Wells & Co., Toronto, Can., for free trial bottle.

Karl's Clover Root Tea purifies the Blood

CERTIFICATE OF IMPROVEMENTS.

NOTICE.

The Max and Cold Steel Mineral Claims, situate in the Victoria Mining Division of Victoria District. Where located, Gordon River.

Take notice that I, E. B. Billinghurst, as agent for B. T. Godman, free miner's certificate No. B63569, and H. E. Newton, F. M. C. No. B63570, intend, sixty days from the date hereof, to apply to the Mining Recorder for a certificate of improvements, for the purpose of obtaining a Crown Grant of the above claims.

And further take notice that action under section 37 must be commenced before the issuance of such certificate of improvements.

Dated this 4th day of February, 1902.

MINERAL ACT.
(Form F.)
CERTIFICATE OF IMPROVEMENTS.
NOTICE.

Penton Mineral Claim, situate in the Victoria Mining Division. Where located: On Section 14, South Saanich.

Take notice that I, Thomas Graham, Free Miner's Certificate No. B60780, intend, sixty days from the date hereof, to apply to the Mining Recorder for a Certificate of Improvements, for the purpose of obtaining a Crown Grant of the above claim.

And further take notice that action, under section 37, must be commenced before the issuance of such Certificate of Improvements.

Dated this 15th day of May, A. D., 1902.

NOTICE.

Notice is hereby given that 30 days after date I intend to apply to the Honorable the Chief Commissioner of Lands and Works for a special license to cut and carry away timber from the following lands: The north half of Sections 2 and 3, Township 10, Renfrew District, B. C.

LOUIS KIRKPATRICK.

May 12th, 1902.

NOTICE.

Notice is hereby given that 30 days after date I intend to apply to the Honorable the Chief Commissioner of Lands and Works for a special license to cut and carry away timber from the following lands: The south half of Section 12, Township 10, and the south half of Section 7, Township 14, Renfrew District, B. C.

WM. KIRKPATRICK.

May 12th, 1902.

Success Assured When The DIAMOND DYES Are Used.

Success in home dyeing depends altogether upon the quality of the dyes you select for the work of coloring. Diamond Dyes are acknowledged to be the best in the world, as far as brilliancy and strength of color are concerned.

They always do perfect work, and never disappoint the most exacting dyer. Diamond Dyes are sold at 10 cents per package, the same price that many people pay for imitation and adulterated dyes. The most progressive druggists and dealers will sell no other dyes but the Diamond, because the inferior dyes cause so much grumbling and loss of materials.

Do not accept imitations or substitutes from any dealer no matter how strongly he may recommend them. The poor dyes are sold simply because they pay large profits. See that the name "Diamond" is on each package you buy.

Send Postal Card with your address to The Wells & Richardson Co., Limited, 200 Mountain St., Montreal, P.Q., for Diamond Dye Mat and Rug Designs.

New York, May 21.—E. L. Godkin, formerly editor of the New York Evening Post, died last night in England.

MINERAL ACT.
(Form F.)
CERTIFICATE OF IMPROVEMENTS.
NOTICE.

Banner Mineral Claim, situate in the Victoria Mining Division of Chemainus District. Where located, on Mount Brenton, adjoining the Susan Mineral Claim.

Take notice that I, S. F. Erb, free miner's certificate No. 48448, intend, sixty days from the date hereof, to apply to the Mining Recorder for a Certificate of Improvements, for the purpose of obtaining a Crown Grant of the above claim.

And further take notice that action, under section 37, must be commenced before the issuance of such Certificate of Improvements.

Dated this 5th day of May, A. D., 1902.

MINERAL ACT.
(Form F.)
CERTIFICATE OF IMPROVEMENTS.
NOTICE.

Prince No. 5 and Prince No. 8 Mineral Claims, situate in the West Coast Vancouver Island, Mining Division of Clayoquot District. Where located, Sidney Inlet.

Take notice that Thomas Rhymer Marshall, Free Miner's Certificate No. B60773, intends, sixty days from the date hereof, to apply to the Mining Recorder for a Certificate of Improvements, for the purpose of obtaining a Crown Grant of the above claim.

And further take notice that action, under section 37, must be commenced before the issuance of such Certificate of Improvements.

Dated this 23rd day of April, A.D., 1902.

NOTICE.

Notice is hereby given that 30 days after date I intend to apply to the Honorable the Chief Commissioner of Lands and Works for a special license to cut and carry away timber from the following described lands, situated in Renfrew District: Commencing at a post on the south bank of the Bugaboo River, about 6 chains above its confluence with the Gordon River, thence 160 chains west, thence 40 chains south, thence 160 chains east, thence north to point of commencement.

FRANK V. HOBBS.

May 13th, 1902.

AGENT WANTED—For the only authorized Life of the Great Talmage, by his distinguished son, Rev. Dr. Frank De Witt Talmage, and the Associate Editors of the Christian Herald. Big book. 500 pages, profusely illustrated. Low retail. Biggest discount. Books on credit. Outfit free. Be first in the field. Wire or write for outfit to-day. Linscott Publishing Company, Toronto.

PRINTING PRESS FOR SALE—The Cottrell press, on which the Daily Times was printed for several years. The bed is 32x47 inches, and in every respect the press is in first-class condition. Very suitable for small daily or weekly offices. It cost $1,200: will be sold for $600 cash. Apply to Manager, Times Office.

NOTICE

Notice is hereby given that 60 days after date I intend to apply to the Chief Commissioner of Lands and Works for permission to purchase Hawkins Island, Barkley Sound, containing 20 acres more or less.

JOHN W. BENSON.

April 2nd, 1902.

VISITED MANILA.

Prominent Representative of St. Paul Passes Through City En Ropte Home.

Rudolph Schiffmann, M. D., president of the council of St. Paul, who has been making a business trip to the Orient, arrived on the steamer Shinano Maru this morning. Manila was his objective point while in the Far East, and he spent considerable time here in the transaction of private business. Speaking of the Philippine capital, he said that it is now, or was when he left en route home, seriously affected with a cholera epidemic which was carrying off victims at the rate of 35 a day. The city was splendidly disciplined in matter of carrying out sanitation regulations, and altogether was the cleanest he was ever in. The native and Chinese quarters are daily visited by sanitary officers, and every precautions is taken to stamp out the disease. Mr. Schiffman was in Manila when General Grant arrived at one of the islands. A death occurred aboard the transport on which he arrived, and in consequence all on board were quarantined. Afterwards the general was landed on one of the southern islands. Mr. Schiffman reports that in many of the larger islands there are many signs of prosperity, and had it not been for the cholera there would have been a large immigration this year.

CASTORIA

For Infants and Children.

The fac-simile signature of Chas. H. Fletcher is on every wrapper.