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H. H. WILLIAMS  
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NINETEENTH YEAR

# The Toronto World.

TEN PAGES-FRIDAY MORNING NOVEMBER 18 1898-TEN PAGES

Ladies' Rubber Gloves  
For General Household Use. Sizes 6 only. Regular  
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THE TORONTO RUBBER CO., LIMITED  
155 Yonge-St. (Opposite Eaton's).

ONE CENT

## ENGINEER BRADY IS BLAMED BY THE JURY

### Say the Dead Engineer Was Responsible for the Disaster.

### PASSED IN SPITE OF THE DANGER SIGNALS

### Driver Iven of the East-Bound Freight Tells of His Narrow Escape.

### Conductor Purdon Says That Brady Was a Peer Among Engineers—Switchman Murphy Told of the Duties He Had to Perform and Admitted a Grave Oversight—Jury Add a Word of Censure on the Grand Trunk Company—Evidence at the Inquest.

Brighton, Ont., Nov. 17.—(Special.)—The inquest into the cause of the Murray Hill disaster on Tuesday morning was continued today before Coroner Sanford. As it was understood that Switchman Murphy would be called upon to testify, the Town Hall was crowded. The same counsel were present.

**Murphy on the Stand.**  
Mr. Murphy, operator at Murray Hill, was called and sworn. He said that his sole business was that of telegraph operator, but admitted that he acted as switchman; that he had filled the position for the past six years; that his hours are from 7 p. m. to 7 a. m. He said that he worked twelve hours and had no assistance while on duty. The day operator was Mr. Patrick Fox and his hours were the same. The witness said he boarded with Mr. John Tait, about ten minutes' walk from the office. Mr. Fox lives in Trenton. Mr. Murphy was in the office all the time, unless attending to the switch or other duties. He said the office was about 12 x 12 feet, and contained a stove. His work, on going on duty, was to ascertain the locations of trains. He did not put up lights; that was the day man's work. During part of the year the lights were up and he did not interfere with them, except to take them down at 7 o'clock in the morning. The lights were all right during the night. The different colors were explained by Murphy. He said it was a single track from Trenton to Murray Hill. He was required to again explain the workings of the switch and lights. While stating that the red light indicated danger and the white light meant "go ahead," yet, under certain circumstances, it was not adhered to.

The explanation was that passenger trains obtained right of way and ran on schedule time, while freight trains ran by orders from dispatchers. Mr. Murphy said that he was not advised of the coming of train No. 5, nor did he know of train No. 90 coming from the west.

**Lawyer Gordon Objects.**  
Lawyer Gordon, Mr. Murphy's counsel, objected to the witness answering further questions, on the ground that his answers may tend to incriminate him or make him liable for civil proceedings.

Subject to this objection, the examination was continued.

Mr. Murphy said that trains stopped unless they got signal "All right"; that he expected any and all trains to stop when a red light was shown. He said that the last train that passed before the accident was at 1:32 o'clock on Tuesday morning. He said he knew No. 5 would come and that No. 96 was on particular time. There is no time-table for freight trains. Passenger train No. 5 was due at 3:40.

**An Awful Oversight.**  
The question was asked: "Why didn't you open the switch?"

After some hesitation, the witness said: "It was an oversight."

He was again asked if he knew when the train left Trenton, and a negative answer was given. Witness said Brady should have stopped, and that the conductor of No. 96 knew when the express train was due and to look out for it.

"What did you do when you saw No. 5 was on the wrong track?"

Witness said he swung his light, and did not notify the company until directed to ask for a relief train. Sent the message to Dispatcher Happer at Belleville. It was about 15 minutes after the accident that the switch was easily turned. He did not hear No. 5 coming until she arrived.

**An Experienced Operator.**  
To Mr. Pope, G. T. R. solicitor, the witness said that he had been at Murray Hill six years. Mr. Pope asked him if his record was good and he replied in the affirmative and said that he was an experienced operator. Mr. Pope asked witness if there was any necessity for a second man at Murray Hill. Mr. Murphy said that it would make it more sure, but admitted that the second man would get orders from the operator. Further questions brought out the fact that all trains are not on the time-table, but are run by special order from the dispatchers. He said that all hands carried standard time and each employed got it every day and that all were required to carry watches that would pass inspection. Mr. Murphy said that he knew Brady and the fireman personally and that they were both accustomed to run over the road.

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MANAGER VAN HORNE: They started in to whitewash you, (li)rd, but they seem to have got the colors mixed.

### \$30,000 IN ONE DAY

Received by the Ontario Government—Estate of Sir Casimir Gawaski Pays \$25,000.

The Province of Ontario yesterday received \$30,000 in succession duties. The whole estate of Ottawa paid in \$2000 and the executor of the estate of the late Sir Casimir Gawaski paid \$24,000.

This brings the total this year paid in succession duties to \$140,000, the estimate for the twelve months being \$225,000, and which, it is thought, will hardly be reached, although the total last year was \$228,518, but corresponding with this season, reached only \$38,000.

### NEARLY \$1,000,000 UP.

The New Hotel Scheme in Front—George Goodrham Takes \$50,000 Stock—Banks to Invest.

The future of Toronto's new hotel looks rosy. So far about \$1,000,000 has been subscribed, \$100,000 within the last few days, and loan companies and banks have been holding meetings considering the desirability of the investment. Several of these have become interested at from \$10,000 to \$25,000. Mr. George H. Goodrham alone possesses \$50,000 worth of the stock.

### WILL HE GIVE A MILLION?

Lord Strathcona Will Likely Come Down Handsomely as the Royal Victoria College.

Montreal, Nov. 17.—(Special.)—The rumor is again revived that Lord Strathcona will very handsomely endow the Royal Victoria College, which the Canadian High Commissioner built in connection with McGill. The college has been completed for some months, but there being no funds for its support, the halls have remained silent. It is now stated that the endowment fund that will come from Lord Strathcona is in the vicinity of \$1,000,000.

**Grand Musical Vesper in St. Michael's Cathedral Sunday, 1 p. m.**

**The Telephone System.**  
By the use of the telephone you can order one of our dollar full-dress shirts, open back and front, to be sent to your home. Dress hosiery, 2 for 25c, white kid gloves from 20c up. Sword, 35 King-street east only. Phone 282.

**Royal Electric War.**  
Montreal, Nov. 17.—(Special.)—The little war in the Royal Electric Company came to a head today by the defeat of the executive proposal to issue new common stock to the extent of \$250,000 and \$500,000 in bonds. This was defeated by the opposition, led up by Col. Strath, the vote being 5750 shares for and 6750 against.

**Petherington & Co., Patent Solicitors and experts, Bank Comm. on Building, Toronto.**

**Novos Vremya Under Ban.**  
St. Petersburg, Nov. 17.—The Minister of the Interior has prohibited the retail sale of the newspaper Novos Vremya, owing to its infraction of the press law.

### TO CURE A COLD IN ONE DAY.

Take Laxative Bremo Quinine Tablets. All druggists refund the money if it fails to cure. 25c each.

### THE TRUST A SURE THING.

Contract for Masonry Work on the New Building of the Victoria Trust Let Yesterday to Our Bros.

The Dominion Vinegar Works, Hamilton; the Hamilton Distillery Vinegar Works; A. Haas & Co., Kingston; S. Allan, Norwich; William Wilson, T. A. Lytle & Co. and the Badgerow, Scott Co. of Toronto have united and formed a joint venture. The trust is known as the Wilson-Lytle-Badgerow Company of Ontario, Limited, with a capital stock of \$600,000. William Wilson of the Bay-street Vinegar Works is president, and William S. Scott of Badgerow & Scott is secretary.

Yesterday representatives of the different firms interested met at the Palmer House and, aided by Architect W. R. Gregg, opened tenders for the masonry of the new building to be erected at the corner of Front and Spadina-avenue. The new building is to cost about \$1,500,000, and will have a frontage of about 200 feet. Nearly all the tenders were Toronto men, and there were about two dozen. The award was made to the Wilson-Lytle-Badgerow contract, 123 Lippincott-street. The work will be done in a few days and the tenders for other work will be let.

### WAS PRETTY WELL INSURED.

The Missing Dr. Ireland Had Life Policies Amounting to \$22,000.

—Some of Recent Dates.—  
Montreal, Nov. 17.—(Special.)—It now transpires that the insurance taken out by Dr. Ireland on his life amounted to the large total of \$22,000. Policies for \$10,000 were placed with the Sun Life Canadian Life \$5000, London and Lancashire \$5000, G. O. F. \$2000, A. O. U. W. \$2000, Royal Templars \$2000, and other companies \$2000. Many of these policies were of recent date. For instance, \$5000 of the Sun Life amount was issued this year. In view of these facts, some think there might be a reasonable, or at least, an understandable, explanation of Dr. Ireland's disappearance. Mrs. Ireland has applied to the Sun Life for "forms of proof of death," and these have been supplied to her. Upon these she will be able to state what the proofs of death are, and the company will be able to judge of their reasonableness when the forms are returned to it.

**Coak's Turkish and Russian Baths, Open all night, 262 and 704 King St. W.**

**Free to Boys.**  
Any time between now and Christmas you can get a silver watch (good time-keeper) free for the return of five sets of newspapers from the Adams' Turf Fruit Gum, from the turf fruit selling machines.

**Boys and girls wanted, Apply Macdonald Manufacturing Company, King St. West.**

**Friday Hat Bargains at Dineen's.**  
The weekly acquisitions to the bargain hat department in Dineen's downstairs salerooms are unusually great. Splendid qualities in correct styles for your choice to-day at Dineen's. \$1.50 and \$2.00, regular \$3.00, qualities at these prices at Dineen's.

**Foster's Turkish and Vaper Baths, 127 and 129 Yonge, Bath and Bed \$1.00.**

**Attention of users is invited to the new hat department in Dineen's. Friends kindly accept this intimation. Leaves a widow and seven children. Suffolk and London, Eng., papers please copy.**

**JACKSON—At 230 High Park-avenue, Toronto Junction, on Thursday, Nov. 17, cholera infantum, Aileen Westbury, only surviving child of J. T. and Emily B. Jackson, aged 14 months.**

**Funeral Friday (private).**

### WILL NOT EXHIBIT AGAIN.

Robert Beth, M.P., is Incensed at the Action of the United States Authorities.

Robert Beth, M.P., Bowmanville, exhibited his hackney Tommy at the New York State Show. He is sore on the United States Customs officials, and is particularly wrathful that his horse, registered in Philadelphia a year ago, was not allowed to go through the Customs on the presentation of a sworn declaration of the above facts, and that he had himself as sick of such practices and declared he would not exhibit again across the line.

"Why," said the member for Durham, "if we applied the same rule to American exhibits, there wouldn't be a single exhibition from the United States."

### THEY BLAME GOLDWIN SMITH.

Official Authorities at Home Think He is Responsible for War.

London, Nov. 17.—(Star Cable.)—Cables from New York give detailed accounts in a sensational form of the defence arrangements at Halifax, in view of the possibility of a menace to the United States. The officials here discredit these sensations, and especially resent, as totally unjustifiable, the efforts of such men as Goldwin Smith, who represent ordinary defence precautions, as a menace to the United States. One high official said that if Goldwin Smith realized one-half of the practical conditions now established between us and the United States he would not talk such utter rubbish.

The only cigars made under the best sanitary conditions are those with the Union Blue Label on the box.

**Business Men's Hats at Dineen's.**  
The Wall-street square crowns at Dineen's are the dressiest hat styles designed for the winter season, for business men, and there's a choice of correct shades to enable a man to please his fancy in color. Prices at Dineen's \$2.50 and \$3.

**Coak's Turkish and Russian Baths, Bath and Bed \$1.00, 264 King St. W.**

**MARRIAGES.**  
GRIFFITH-SMITHSON—At Breeze Hill, on the 16th inst., by Rev. Walter Reid, B.D., Ethel Louise, youngest daughter of William J. Smithson, Esq., to Mr. Thomas Griffith, all of York Township, near Weston.

**DEATHS.**  
DEWSON—At 14 Melbourne-avenue, Toronto, on the 16th inst., Thomas Dewson, Esq., formerly of Bradford, Ont., and youngest son of the late Col. Dewson of Bond Head, aged 65 years.

**Funeral Saturday morning by G. T. R. train to Bradford.**

**GOODCHILD—Killed at the G.T.R. accident at Murray Hill, Canada, Nov. 15, 1898, Charles Goodchild, the beloved husband of Elizabeth Goodchild, aged 63 years.**

**Funeral from his late residence, 613 Manning-avenue, at 2 p. m. to-day (Friday) to Prospect Cemetery. Friends kindly accept this intimation. Leaves a widow and seven children. Suffolk and London, Eng., papers please copy.**

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## TARIFF QUESTION AGAIN BOBS UP

### Preferential Clause Stands in the Way of a Reciprocity Treaty.

### THAT FEATURE MUST BE WIPED OUT

### Before the American Commissioners Will Come to Any Reciprocal Arrangement.

### Canadian Law Giving an Advantage to British Goods Has Hit Uncle Sam to the Extent of a Million Already—Fisheries Question Taken Up for the First Time—Free Fishing for Fish Is the Bargain Canada Will Agree To.

Washington, D.C., Nov. 17.—The Anglo-American Commission now in session here to adjust differences between the United States and Canada to-day held a lengthy session upon the two subjects, which are regarded as of the most importance, namely, the North Atlantic fisheries and reciprocity.

The fisheries question was practically taken up for the first time, and it was quite definitely understood that the position of the Canadian Government was made clear as favorable to granting enlarged rights to American fishermen in Canadian waters of the North Atlantic, if in return Canadian fish are admitted free of duty to American markets. It is expected that this will open up a wide range of discussion and an immediate adjustment is not looked for.

**Preferential Clause in the Way.**  
Concerning reciprocity, it has now developed that while some progress is being made in considering certain articles which will be the basis of reciprocity, yet the American commissioners are likely to insist as a preliminary to any reciprocity that Canada shall wipe out that feature of her tariff law which gives Great Britain a preference of 25 per cent. on all tariff duties. If this important concession is made by Canada and conceded by Lord Herschell, who is looking after the interests of Great Britain, then it is said a reciprocity list probably will be agreed upon.

Without the abolition of preferential duties to Great Britain, the opinion is very positively expressed that a reciprocity agreement cannot be reached.

The reason for this, it is pointed out, is that the Canadian law giving Great Britain preference within the last year has diverted trade from the United States and turned it into British channels. The effect has been to reduce materially the sales of American cotton goods, hardware and other lines in Canada, and to increase the sales of British goods.

One of the American experts said today that the shipment of cotton cloth to Canada had fallen off from \$1,775,000 in 1897 to \$783,000 in 1898, a loss of about \$1,000,000, due to the fact that British cotton cloths received a preference of 25 per cent. in the duties. The American commissioners feel that if they can succeed in having this British preferential treatment stopped, it will be greater than any reciprocity agreement. The debate thus far has encouraged the American commissioners to believe that they will succeed in having this preferential clause wiped out.

**The Fisheries Question.**  
The fisheries question is of long standing, and aside from its importance to the commerce of the New England and Canadian coast, it is said to give the basis for a possible serious conflict between this country and Great Britain. Wounded by the length of the controversy, Canada of late has intimated that, in case it remained open, recourse might be taken to the seizure of American fishing vessels in Canadian waters.

This doubling question would lead to serious international complications. This has been the view of members of the commission, and, as a result, they are exceedingly anxious to secure a settlement of this question. It is understood that there is some likelihood of a commission of American, Canadian and English lawyers being appointed to determine the meaning of the treaty of 1818, which governs these fishery rights. The suggestion of this international body has come, it is understood, from Lord Herschell. Should such a body be appointed, it would do away with the chance of any collision occurring between the Canadian officials and American fishing vessels during the approaching fishing season.

**A Canadian View.**  
A high Canadian official to-day stated the Canadian view of this fisheries question as follows:

The International Commission will have a serious difficulty to settle in the North Atlantic fishery question. It is a question which may give the commission some trouble. The position of the Canadian Government is that the fisheries are a base of operations in the United States. The treaty of 1818 provides, roughly speaking, that the United States fishermen shall not have access to the inhabited coasts of the Canadian seaboard. On those coasts American fishermen are not entitled to land save for four purposes specifically named in the treaty, namely, for food, water, shelter and repairs. The object of the treaty was obviously to give Canadian exclusive control of the fisheries as a base of operations for carrying on the fishery. Such has been the Canadian interpretation ever since the treaty was framed, and the United States has accepted it as the true interpretation.

In 1854 the United States purchased the right to land on the Canadian coasts for a number of purposes named. The United States fishermen shall not have access to the inhabited coasts of the Canadian seaboard. On those coasts American fishermen are not entitled to land save for four purposes specifically named in the treaty, namely, for food, water, shelter and repairs. The object of the treaty was obviously to give Canadian exclusive control of the fisheries as a base of operations for carrying on the fishery. Such has been the Canadian interpretation ever since the treaty was framed, and the United States has accepted it as the true interpretation.

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The International Commission will have a serious difficulty to settle in the North Atlantic fishery question. It is a question which may give the commission some trouble. The position of the Canadian Government is that the fisheries are a base of operations in the United States. The treaty of 1818 provides, roughly speaking, that the United States fishermen shall not have access to the inhabited coasts of the Canadian seaboard. On those coasts American fishermen are not entitled to land save for four purposes specifically named in the treaty, namely, for food, water, shelter and repairs. The object of the treaty was obviously to give Canadian exclusive control of the fisheries as a base of operations for carrying on the fishery. Such has been the Canadian interpretation ever since the treaty was framed, and the United States has accepted it as the true interpretation.

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