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# The Toronto World.

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## ENGINEER BRADY IS BLAMED BY THE JURY

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

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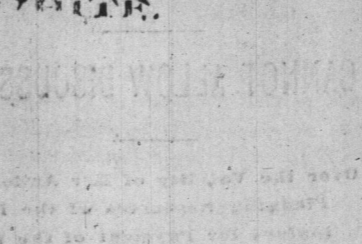
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## TARIFF QUESTION AGAIN BOBS UP

### 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 rates 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 \$17,750,000 in 1897 to \$783,000 in 1898, a loss of about \$17,000,000, 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 as follows: The treaty of 1818 provides, roughly speaking, that the United States fishermen shall not have access to the inhabited coasts of the Canadian fisheries. 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 fisheries. 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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**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 rates 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 \$17,750,000 in 1897 to \$783,000 in 1898, a loss of about \$17,000,000, 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