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TIMES ictions have the bagof almost

A SHUT DOWN

The city council held another lengthy ession last night, although very little business was transacted. The principal matter discussed was that of shut down of the power plant which was consented to on condition that a proper agreement were drawn. The fees for the new school plans again came up but was referred to the mayor and

The reports of the finance committee and of the fire department were received and adopted.

A petition was read from the inhabitants of addition A, above the high school, asking for an extension of the city electric lighting system into their districts, the petition having thirteen signatures. This was referred to the city electrician for a report at the next regular meeting of the A letter was received from the schoot

trustees intimating that architect Carrie had carried out his instructions and was, therefore, entitled to his muneration. The council had asked for details but alderman Selous stated that on enquiry he found that the custom was to charge, as Mr. done, 21/2 per cent of the total cost of the building for the blue prints. customarily charged. Ald, Selous ther moved that architect Carrie be paid as the council had no option in the matter under the circumstances, prefacing his resolution with a remark to the effect that the school trustees had been very generous with the peop

Mayor Gillett said he refused to sign any cheque for Mr. Carrie until such time as the council had received a proper estimate with full details. The school trustees had spent the money given by the original reslution but they had not complied with the wish of the council, expressed in that same resolution that the council's committee be

Ald. Annable seconded. Ald. Irving asked if the mayor's objection was a legal one. If so the city olicitor should be referred to.

Ald. Selous said he would withdraw his resolution if he saw a loophole and on looking over the proceedings of the city council at the time of the grant, withdrew the motion.

Mayor Gillett was then asked by the council to take up the matter with t eity solicitor The matter of the municipal power

plant then came up, R. H. Zavitz, for Allis-Chalmers-Bullock company, who was present, asking that the plant forthwith shut down for thirty days to permit of the water gates being ad-

This the mayor explained would mean the purchase of power, for that period, at a cost approximately \$3,000 to \$4,000.

Mr. Zavitz met the council thus far: that if the trouble after all was with the governor and not with the gates, and a second shut down was necessary, that the city would not asked to pay for that shut down. He prepared to relieve the city of any further expense relative to gov ernor, gates or shifting ring. Zavitz could not say, in the event another governor being wanted, in what length of time that governor delivered. He was prepared to draw an agreement embodying the

oncession given. Ald. Selous moved that a shut down be granted on condition that the Allismers-Bullock company sign agreement as above outlined. Alder Alderman man Annable seconded. rving asked whether the plant would have to be shut down in any case in order to replace the draught-tube.

Mayor Gillett said that such is the case but he was not prepared to say that the expense should be the city's Ald. Selous said he would rather pay this than fight a law suit. A specified date should be set down in the agreement as to the limit of the shut down.

To this Mr. Zavitz agreed and after an hour and a half's discussion the resolution was carried, the agreement o be prepared by the city solicitor and submitted to the council for ratification at a special meeting to be called

The question as to the responsibility of replacing the draught-tube then came up. Mayor Gillett thought that this should be included in the agreement, stating that as city engineer McCulloch had declared that the faults of the draught-tube were not the fault of the city. Mr. Zavitz replied that the faults of construction faults of his company which had mer ly contracted for the machinery. The plant was designed on behalf of city, not on behalf of the company, by Mr. Herschel.

Ald. Irving moved Mr. McCulloch be asked to attend the next meeting the council and explain matters. Dr. Rose seconded and the motion carried

unanimously.

The mayor together with aldermen rving and McMorris were appointed a court of revision for the municipal

voters' list. The city engineer applied for an inerease of salary. A raise of \$25 a month to date from December 1 was

nanimously granted.

The council then adjourned at 10.45 .m. for 8 o'clock tomorrow evening.

ALLEGED REDUCTIONS. Winnipeg, Dec. 5.—The new a tariffs of the Canadian Pacific railway making reduced rates by that road to all points. Winnipeg and west, become effective December 16. The tariffs will ready shortly for distribution and will sustain reductions already announced.

FAIRS CLASH. Winnipeg, Dec. 6.—Arrangements to ing on the Brandon and Winnipeg summer fairs in different weeks failed this morning at a conference of the two boards of stock exhibitors, who will Brandon direct go from Winnipeg or Brandon to the Dominion fair at Calgary.

OUR TRADE WITH FRANCE

FULL DETAILS OF NEW TRADE CON-VENTION-RECIPROCAL ADVANTAGES

WILL BUILD UP CANADIAN FORTS AND BENEFIT FARMERS

Full details of the recent trade convention arranged between France and Canade and now before parliament for ratification, have been received.

The new treaty give to France in Canadian markets the benefit of the Canadian intermediate tariff on 98 tariff items. In intermediate tariff are granted to France on a number of French specialties. The rate on champagnes remain the same as in the o'd treaty. The duties on light wines are graded in proport on to their alco-holic strength Those containing more than 23 per cent of alcohol and not more than 26 per cent remain at the same rate of duty as now-namely 25 cents per galof duty as now—namely 25 cents per gallon. The lighter wines containing only 20 per cent or less of alcohol are to come in at 15 cents per gallon. Those containing more than 20 per cent and not more than 23 per cent of alcohol are to bear duty at

20 cents per gallon. Canned vegetables except tomatoes, are to bear duty at one cent per pound. Anhovies, sardines, etc., two cents per box. Novels or works of fiction, etc., unbound or paper covers, printed in the French language, 15 per cent ad valorem. Other books in th French language ,5 per cent d valorem. Liquid medicines not containing a cohol, 25 per cent ad valorem. Olive oil, 15 per cent ad valorem.

Embroideries, lace, manufactures of lace, netting of cotton, linen, silk, etc. 27 1-2 Velvets of pure silk and silk fabrics 20 per cent. Ribbons of all kinds and materia's, 25 per cent. Manufactures of silk, 32 1-2 per cent.
In several of these cases the duties are

the same as in the British preferential tariff, and in one or two cases they are lower than the dates of the British preferential tariff, but these are cases in which Britain does not produce the goods. In any case where the British preferential rate is higher it follows that it will be reduced to that of the French treaty. In the case of embroideries, laces, velvets and sik goods the treaty rates are above those of the British tariff.

On the other hand Canada is to enjoy the benefit of the French market at the rate of duty in the French minimum tar-iff upon 152 tariff items. Thes einclude nearly all the products of the farm, meats, fish, wood goods, pulp, paper and a considerable line of manufactured goods, some which are already exported from Canada and others are of a class which might

in future be exported.

In the case of a number of these item which are printed in Italic in the treaty as brought down, the rates of the French minimum tariff are the same as the rate of the French general tariff, but by putting them in the list Canada is assured of the benefits of any reduction which may hereafter be made on such items. In the old treaty Canada receivde guarantees of favored nation treatment in France as respects the particular articles mentioned in the treaty, while France on the other hand, received guarantees of favored nation treatment in all tariff and commercial mat-

In the new treaty the conditions are reciprocal. France receives favored nation treatment in Canada on the list of articles nentioned in the schedules. Canada receives favored nation treatment in France all the articles mentioned in the sched-This clause opens the way for negotiating further trade treaties with other countries without having any reduction in the tariff rates given them app y neces-

arily to France. In the old treaty the benefit of the reduced rates on Canad'an products was limited to such articles when sent to Frnace by direct ship, while France received conons on articles coming to Canada, irgoods mentioned in schedules tioned in the schedules be sent indirectly way of a country enjoying the benefit of the French minimum tariff, the minimum tariff will still apply, subject, however to a special tax as hereinafter mentioned. France receives the benefit of the concessions on all goods mentioned in the schedules, when conveyed direct to Canada without transhipment, or by way of a country enjoying the preferential or the intermediate tariff. In the case of all shipments from non-European countries ne years imposed a special tax, known as "surtax d'entrepot." Canada in the treaty reserves the right to impose a similar tax on French goods coming in-

directly. In any case in which an article now exempt from duty in France is hereafter ade duitable, Canada is assured the most favored rate granted to any foreign coun-

eciprocally, if any article which is now free from duty under the Canadian inte mediate tariff shall hereafter become liable to duty, France is assured of the most favored rate granted to any foreign country. The treaty applies to Algeria, French colonies and possessions and the territories of the protectorate of Indo-China, as we'l as to France proper, and may be applied Tunis on a decaration to that effect exchanged before the high contracting parties. Certificates of origin may be required to accompany the goods of either country to secure the benefit of the concessions granted. If either government wishes to have such certificates made through official agents they will apopint

free of charge. Canada and France undertake not to establish one against the other any prohinition or restriction of importation, exportation or transit, which shall not apply t the same time to other countries. Exas regards tariff provisions, Canada be forgotten. and France accord to each other reciprocally the most favored nation treatment

in either in relation to trade Provision is made that neither country will establish any exceptional internal taxation against the goods of the other Drawbacks on ex portation allowed by either country are not to exceed the duty collected on the articles or materials used in their manu-

Patterns or samples used by commercial travellers or agents are to be reciprocally admitted to both countries on the paymen of duty with the right to obtain a refund on re-exportation within 12 months Where certificates of value are issued by recognized chambers of commerce, such certificates shall be taken into consideration by the respective customs officials in levy-ing duties, but shall not be deemed to be addition to these, concessions below the final and conclusive In like manner certificates of analysis of French wines issued under the authority of the French government shall be taken into consideration in Canada by the customs authorities in determining alcoholic strength, but these certificates shall not be deemed to be final or conclusive. Canada and France grant each other reciprocally the most favored nation treatment in protection of trade marks, patent commercial names and industrial designs and patents

The treaty is to be approved by the French chamber and by the Canadian parliament, after which ratifications are to be exchanged in Paris, and the treaty will then come into force Reference is made to a period of ten years as the contemplated period of the treaty but either party may terminate the treaty at any time by 12 months' notice
The French commissioners strongly urg-

ed when the treaty was in course of preparation that France should get the whole benefit of the British preferential tariff not agree to any such proposal, with the result that the tariff against British goods will be in near'y every item of importance below the tariff against French goods. The graduation in the wine duties is made with a view to encouraging the importation of light wines rather than the

heavier wines The provision with respect to goods coming direct to Canadian ports will help to build up Canadian shipping and Canadian ports The total value of the Canadian exports enumerated in the treaty as getting the French preferential amounts to about two hundred million dollars The reduction in duties given by the advantage of the minimum French tariff, as compared with the present schedule, varie from five to twenty-five per cent On agricultural implements for example, Canadian manufacturers would be allowed to export goods to France at a lower rate of duty than afforded the manufacturer of the United States or any other country

A. N. GALER BANQUETED

TESTIMONY TO THE RETIRING GEN-ERAL MANAGER

PRESENTATION BY STAFF OF THE INTERNATIONAL C. & C. CO.

If success can be measured by the tributes of one's fellow men, H. N. Galer has reason to feel highly honored in the banquet given to him on Saturday evening when 26 of the official staff of the International Coal and Coke company sat down to a sumptuous dinner at the Coleman hoel, Coleman, Alberta

The gathering was to mark the retirement from the general managership of the International Coal and Coke company and his departure for Spokane where he has taken up his residence, and was a tribute of the high esteem in which he is held by his officials.

A splendid dinner, pleasing music, a oright toast list, entertaining program and a general feeling of good fellowship made the evening one of rare enjoyment. Promptly at 9:30 the staff, together with Mr. Galer, the guest of the evening; Mr. Whiteside, who assumes the management of the respective of the route. In the new treaty company on Jan. 1; Mr. Laidlaw of Spothe conditions are reciprocal. Canada re- kane, and Mr. Ewing, sat down to the ceives the benefit of the concessions on all table. After the dinner was concluded the chairman of the evening, George L. Fraser, France on direct ship. If the goods men- in a few well rendered remarks pointed out the occasion of the gathering and on be half of the official staff of the company. read the following address to Mr. Galer and presented him with a beautiful diamond et locket, suitably engraved and with a hand painted china set for Mrs. Galer. "Dear Sir-It affords me great pleasure

> tional Coal company on this occasion when we have gathered to spend a pleasant evening, which, though pleasant, is tinged with the regret felt by one and all as we realize that this is the last occasion on which we will have the privilege of meeting with you as our general manager. "Your energy and zeal have built up an industry which will remain as a monument to your efforts and have brought to you a measure of success attained by few, while your high character, integrity and interest in the welfare of your employees have won the esteem and confidence of all who have been permitted to work with you. It is therefore with a deen feeling of regret and of irreparable loss that we realize that you are retiring from the active management of the International Coal and Coke company, although we have the satisfaction, that, while retiring from

to have the honor of voicing the sentiment

of the officials and staff of the Interna-

general supervision over the affairs of "However, sir, we trust that the future years of your business career may be fraught with the pleasant associations which have marked those with us and we join in wishing you long ife, prosperity and

the active management, you will still have

happiness in your new home.

It is with additional regret that we realize your leave taiking will remove from our midst your most worthy life partner, Mrs. Galer, whose pleasant manners have left a bright ray of sunshine as she has passed through our midst and whose kindness and hospitality to all who have been privileged to enjoy her acquaintance will not

"I desire on the part of the officials and staff of the International Coal and Coke | quarters at the Kootenay hotel.

company to present you with this locket preciation of such an admirable officer, perfect a gentleman and so true a friend.
"I would also ask that you convey the accompanying china set to your estimable wife as an expression of our regard and with the regret that we are to lose her cheery presence from our midst.
(Signed) G. L. FRASER, Chairman

Mr. Galer, in replying, stated that he felt it to be beyond his ability to properly express his appreciation of the honor con-ferred on him in this presentation but stated that he appreciated it more than any other occasion of his life but onethe time when Mrs. Galer agreed to come his wife. On behalf of Mrs. Galer he wished to thank the staff for their gifts He appreciated them because of their in trinsic value, which he saw to but would prize them far more because they had been presented to him by the staff of the International Coal company. He spo of the three years which he had spent in Coleman, how he had come here in its in fancy, had seen it grow and develop to what it was and here formed many close friends. It was with a feeling of sincer company had been successful perhaps mor However, he said, "We expand and me He stated that the Internationa move." omuany had been successfu', perhaps mor so in its short career than any other min ing company in Canada; which success he felt was largely due to the loyalty of its staff. "I have had my place to fill or this staff, which has been that of general manager, but every other man on the staff has filled his position just as well as have. If they had not done so the com pany would not have been the success it has been. No other company could have but the Canadian commissioners would a more loval staff than I have had and bespeak for Mr. Whiteside the same loyalty that you have given me. We are doing very well at the present time on the basis to the British manufacturer considerably of 2000 tons per day, but inside of one year we will be on a basis of 3000 tons from our present openings. We have now view the opening up of another seam the south of our present opening, predict that in three years we will be get ting out 5000 tons daily from our mine. Although I am leaving you yet I am not dis continuing my connection with the com-pany, and will be deeply interested in its progress and will ever be ready to give advice or assistance in helping it We are opening up new mines and these with other interests, compel me to give up the active management of the Internations company. I thank you from the botton of my heart for myself and on behalf of Mrs. Galer for your gifts and for the honor you have shown me, and I hope that

> then given for Mr. and Mrs. Galer. George L. Fraser, the popular supe tendent of the company, proposed the health of the king and then that of Mr. Galer. Mr. Povah proposed the toast to the International Coal and Coke Co., which was very able responded to by Mr. Powell mine manager. He vividly contrasted the existence of a few prospect holes four years ago with the well developed m'ne today. He quoted Mr. Dawson of the geol gical survey on this remarkabe coal basin, and George Batton, M.E. of Pittsburg, ated that there were 64 ml jon tons of coal in the International propert above the level of the C.P.R. track, with a supply limited only by the depth we wish go after it. He said that the growth and development of Coleman was characteristic of the men at the helm of the company, men, such as the guest of the evening, who coud justly be called of industry. He stated that when the esteemed guest took the reins as general manager, the company was produc-ing 100 tons a day and loading four box "Now we are producing over 2000 tons a day and can load 70 or 80 box cars and by the grace of the C.P.R. whom we hope will be more generous in their car supply than they have been in the past, side the vertical planes of his surface we will increase to 2500 tons, and when our incline goes up and our s'oep down and we open the seams to the north, we will further increase to 5000 tons a day." He stated these results had been made practicable by the men at the head of the company, men who had the determination, a successful issue any proposition in which they might deem it wise to embark; and concuded by saying that the energy and enterprise of the company and the citizens of Coleman had destined it to be in the near future the most prosperous town in the whole of southern Alberta.

Three cheers and several tigers

Toasts to "Our Home and Country" and The Ladies" were proposed and responded to by Messrs. Bosworth, Wilkie, Oliver.

Mr. Whiteside was then called upon and xpressed his entire sympathy with the tributes to Mr. Galer. He was the only person present who had met Mr. Galer n the fie'd of business as a comp and as a brother operator and while he ould say that he was first and always out for the International Coal company, yet he was a man with whom it was a pleasure to do business, and one whose leparture would be regretted by all the

coal operators of the district. He stated that the company was in obstacles to contend with and he hoped that when he assumed the manage that he would receive the same hearty and loyal support which had been ac-

Messrs. Povah, Fisk, Laidlaw and Ewing aid tributes to Mr. Galer's stering worth as an employer, a bsuiness man and a friend and the following assisted in a program of recital and song: Messrs. Hilling, Fraser, Roberts, Fisk, Dickson, Norrie Powell, Bosworth Shone, Swann, James Hill, Morton, Morrison and Stafford. Cheers for Mr. Galer, Mr. Fraser, Mr.

Powell and Mr. Whiteside and the singing of "Auld Lang Syne" and "God Save the King" brought to a close an evening of great pleasure, one that will not soon forgotten by those present, and a fitting farewell to so popular an official as Mr

Jack Fitzsimmons is in hard training for his coming match with Barney Mullin on Dec. 16. Fitzsimmons has his training

THE BURDEN OF PROOF

FINDING OF MR. JUSTICE MARTIN IN STAR V. WHITE

DECIDES IN FAVOR OF THE STAR M. & M. CO.

The full texts of the judgments of Mr Justice Irving and Mr. Justice Morrison in the famous extralateral rights case of Star v White have a ready been publish ed in these columns. Appended will be found the text of the judgment delivered by Mr. Justice Martin, he being the third earned judge constituting the full cour which heard the case. Mr. justice Mar tin's decision is in favor of the plaintif ompany.

Two questions are submitted by the plain

tiff company (appelant) for our considera-tion, one of fact and one of law. If the ormer is determined in its favor the atter ecomes immaterial, therefore I shall fi st deal with the former. At the outset I find myself in an unusua

position, for though nominally sitting as a judge of appeal yet this court has for nany days been discharging the function of a court of first instance, of a jury, in fact, during the hearing before us (from the 8th to the 23rd of April, inclusive) having taken a great mass of oral evidence, amounting, when extended, to 675

typewritten. pages

This from every point of view undesir ab e, and I trust not to be repeated departure from the practice in the case of on-reception of evidence by the tria judge, places the parties and the court in peculiar position for we have no finding f fact to assist us because the evidence we took, and which is quite inextricab interwoven with that taken at the trial, was not before the trial judge, so the issues are open and must be found by us Such an unusual state of affairs affects the case seriously because the usual onus hrown upon the appellant to 'show judgment appealed from is wrong," is ab sent, (see Inverarity v. Hanington, April 1907, not yet reported, and the authoritie original onus cast upon the defendant in actions of this peculiar case, to justify its encroaching workings is as strong as

ver and as important.

The extent to which this latter onus goes n cases of this nature has been considhave been referred and which we mus ook to for guidance, since this difficult and distinct branch of our mining law came direct from that country, and there has been some difference of opinion in applying it to various circumstances. But in a case case such as the present I adopt the following remarks of Hallett, J., in Lead vil'e Mining Co., v. Fitzgerald (1897) Morr. Min. R., 281, cited in Lindley o

the whole question is ably considered; "Within the lines of each location the wner shall be regarded as having full right to all that may be found, until some one can show a clear title to it as part of some lode of ore having its top or apex in other territory. In other words, we may say that there is a presumption of owner ship in every locator as to the territory covered by his location; and within his own lines he shall be regarded as the owner of all valuable deposits until some one else shall show by preponderance of testimony that such deposits belong to anothe ode having its to por apex elsewhere. In Snyder on Mines (1902) Vol. 2 Sec. 783. is I think, accurately stated after

review of the cases: 'While, as we have seen, this extra es tate is biven to every locator of a minera vein and confirmed by the patent, if he obtains one, it is strictly upon the condition that he so establish his lines upon the surface as to include whatever portion of his vein he desires to mine out ground, for however right or wrong the aw may be, and notwithstanding the a severance of the estate, as we have seen the rule is so firmly established that the common law maxim applies, and that agreeably thereto until a better right is es tablished, he owns the surface is presum to own all beneath.

And in Barringer and Adamson Mines (1900) the conclusion is reached (pp. 442-3) "The presumption in the first place is

dary planes belong to the owner of the claim. And upon a stranger chaiming the right to mine inside of the planes rest the burden of proving that he is mining upon the dip of a vein, whose apex is outside of the claim, and within a claim belonging to him. That is in order to establish his right and justify the apparer espass, he must prove that he is the legal possessor of the vein which he is folwing. If he fais to establish both of these points, he is the trespasser.'

And see also p. 458, The circumstances of the case at bar are such that as Lindley says, Sec. 866, p. 1592, "It devolves upon the defendant company o establish (1) the existence of an ape within the boundaries; (2) the identity and continuity of the vein from its top or apex within such boundaries to the point of dispute. In regard to No. (2) Lindley observes,

Sec. 615, p. 112: "The legal identity or continuity of a vein on its downward course, as well as on its longitudinal course underneath the surface of adjoining lands, presents at times the most serious questions tered in the administration of the mining law It is impossible to prescribe any definite rule as to what degree of continuity

or identity in a legal sense the miner must establish when he invades the property adjoining the location containing the apex of the vein. Each case presents its own peculiar features. Reports of adjudicated ases rarely present general discussions of this feature of the mining law, nor are the facts usually stated with such detail as to enable the practitioner to utilize the case as a precedent. The infinite variety of structural conditions encountered in the practical operation of mines renders it highly improbable that a case in one lo-

cality can be safely relied upon as a pre-

cedent in a case arising in another place."

And he goes on to discuss certain general principles as illustrated by leading mines. At a trial of this kind in the American courts these questions of facts are left to the jury, and the judge's charge is frequently given in full in the law reports. Our duty therefore, acting as a jury is to charge ourselves on the acts before us and return a verdict thereon. In such circumstances, as I have before stated, I do not think it is a good practice or otherwise profitable to attempt to give here critical analysis (and anything short of that would be quite useless) of all the great mass of conflicting evidence of fact and theory that has been adduced, and on this point I refer to Leadbeater v. Crow's Nest Pass Coal Co. (1094) 2 M.M.C., 145

wherein I said in a coal mining case; "In support of these conflicting theorie a great body of evidence was adduced in a trial lasting more than three consecutive weeks and even if it were desirable for me to do so when discharging the fun tions of a jury on pure questions of fact (and I do not think it is) it would be alnost an impossibility to attempt to review in detail all the evidence which I hav istened to and weighed in a trial of such duration and complexity of fact, though

All therefore that I propose to say in the present case is that the defendant com-pany has failed to discharge the onus cast upon it to satisy me, as a jury, regarding the identity and continuity of the vein in question Though Mr. Bodwell preented his case to the best advantage, yet his able argument did not carry me be yond the doubtul stage, and consequently I think the only safe course to adopt is to confine the defendant to its own ground as against the plaintiff.

The appeal should in my opinion be al-

TO OUST WHITE CABOR DETAILS OF DUNSMUIR AND C. P.

R. CONTRACTS.

WOULD HAVE FLOODED PROVINCE WITH COOLIES

From the Vancouver News-Adver-

tiser's report of the closing proceedings before the Asiatic immigration commission is reproduced, a more detailed statement that that published in these columns last Sunday morning of the disclosures anent the contracts entered into by lieutenant-governor Dunsmui and the C. P. R. for the wholesale importation of cheap Japanese labor into this province. The terms of Dunsmuir's contract with the Japanese agency indicate clearly his contempt for the laws of the province and of public opinion and by the provisions of the C. P. R. contract all mainten ance of way work on the western lines of the railread comporation would surely have passed into the hands of Japanese cooles had it been possible for the Nippon Supply company to have fulfilled its part. The gravity of the conditions the consummatio the Dunsmuir and C. P. R. contracts would have created cannot be over estimated and it is abundantly clear that legislation must be enacted that will prevent the big corporations from flooding this province with Asiatics whenever they feel so disposed.

The News-Advertiser report reads as The agreements with the colliery company bore the signature of hon. James Dunsmuir, lieutenant-governor of the province and H. Morris Hills secretary of the Wellington Colliery company, while that with the C. P. R. company was signed by F. F. Bus-teed and Alan Purvis The agreement dated the 31st of

January, 1907, between the Wellingt Colliery company on the one part and the Canadian Nippon Supply company on the second part, provided that the Supply company will within the next four months supply the Colliery pany with some 500 Japanese coal minrequisite skill, physique and efficiency for the working of the col liery for a period of five years, and the Colliery company will employ such miners as long as the mines are being tioned. How many should be common laborers, how many miners and how nany moulders was next given, and the proviso that if any legislation was passed which would prevent complying with the terms of the agreement, neither narty should be lighte to the other for the damage sustained. Colliery company to pay over the wages to the Supply company and the Supply company to pay the same to the miner and indemnify the company for any proceedings, claims or demands against them. The Supply company also to keep proper books of accounts, pay-

The scale of wages payable to such ers and which were to be paid to the Supply company were to be as fol Common laborers, third class second class, \$1.45, first class \$1.55. Moulders, machinists, carpen ters and miners, \$1.50 to \$1.90, payable for every day of eight hours under ground and ten hours above ground.
The Colliery company was not to em-Colliery company was not to employ any Japanese miners during the continuance of this contract except in such case where the Supply company

failed to supply the men The Colliery company was to do all in its power to protect its miners from attack and furnish suitable supervision in their behalf. In the event of any strike taking place, the Supply company was to use its utmost endeavors to prevent its miners joining the same, and in case they did strike the Colliery company was to be at liberty to terminate the agreement. This agreement was to remain in force for five years, except after sixty days notice on the part of one of the par-Gotoh's negotiations with the Colliery company fell through and agreement did not take effect.

agreement with the C. P. R. which holds good from 1907 to 1912 and which had been drawn up on June 1. Ther was a scale of wages mentioned in the agreement. The men were to receive \$1.65 per day for those on extra gangs, while \$1.35 to \$1.50 was to be paid to men on section gangs. The company reserved the right to terminate the agreement. The contractors were to have charge of all men and to be held responsible. Each year the company was to furnish the contractors with an estimate of the number of men that rould be required. If the contractors were unable to supply the number asked for the company reserved the right to employ others.

On April 15 of the present year the company had advised the contractor that from 500 to 2,000 would be re-

quired this year.

Cross-examined by Mr. Wilson, the cross-examined by Mr. the Nippon witness said that when the Nippon Supply company was organized he transferred all his business with the C. P. R. to the company. He has given employment to about 1,400 men here this year, but no laborers had been

WEEK'S ORE SHIPMENTS

o be as tight as ever and not a word has peen heard as to the situation there from either the companies operating nor from their employees. A side light has been thrown on the situation by the proceedings in this city on Friday last under the Lemieux act, when the wages paid at the St. Eugene mine came under the consideration of the arbitration board. Here it was stated that the principal cost in the production and smelting of ore is the cost of labor, and that if that were reduced there might be a margin left between the cost of production and the value of the ore. The result of a conference which is to be held within the next 18 days between may have a determining influence in the affairs of the Boundary, supposing copper not to drop further on the market.

Thme attitude taken by the miners and neltermen of Rossland and Trail during the week, where a lower wage has been coluntarily accepted has ensured, except under unforeseen and unlooked cond continuance of work throughout the winter in the Rossland camp.

Appended will be found the ore shipments

and smelter receipts in detail for the past week and year to date in tons. BOUNDARY SHIPMENTS Year 1,140,897

Other mines 19 1,141,000 ROSSLAND SHIPMENTS Centre Star 3,882 Le Roi No. 2 Total 7.039 256 39 SLOCAN-KOOTENAY SHIPMENTS ullivan La Plata milled ... 375

St. Eugene Whitewater 2,371 Whitewater, milled Poorman, milled Queen, mil'ed Eva, milled second Relief, milled Silver Dollar, milled ... North Star Arlington, Erie Ferguson Ymir

Other mines Total 3,705 160,419 The total shipments from the mines in shall be the permanent policy of the the above districts for the past week were 10,762 tons and for the year to date 1,557,799

TRAIL SMELTER RECEIPTS Centre Star 3,882 * 119,084 Le Rol No. 2 St. Eugene Silver King Arlington, Erie Whitewater Deep Ferguson Lone Bachelor

Other mines ... 82,157 . 5.373 242 622 LE ROI SMELTER RECEIPTS Northport, Wash. 2,562 83,723 First Thought 4.201

Marysville, B. C. The total amount of receipts reported rom the local and foreign mines for the past week were 8,835 tons and for the year o date 1,472,887 tons.

Total 2.862 91,386 MARYSVILLE SMELTER RECEIPTS

Ross and, Nov. 30-Since the miners here and the smeltermen at Trail have agreed to a reduction of wages to that which pre vailed in the early part of the year, although the reduced scale does not go into effect here until tomorrow, everyone feels releved, feeling certain that the production interruption continually for a long period. It has lifted an apprehension felt by a large number of the closing down of the mines and smelters for a considerable The Nippon company has a similar

ELECTRIFY C. P. R. LINES

ORNE CAMPBELL'S HAS BIG PRO-JECT IN HAND.

COVER TRACK TO BOUNDARY WITH WIRES.

Lorne Campbell while in town vesterday was shown a recent despatch to The Daily News emanating from Vancouver referring to the likelihood of the electrification of the C. P. R. lines in this vicinity and askd what truth there was in the matter. Mr. Camp-bell replied that there was a great deal of truth in it although he had no recent information on the subject. He had approached the Canadian Pacific had approached the Canadian Pacific several years ago as to this project and it had been a matter of negotiation ever since. Mr. Campbell thought that electrification was bound to come for business reasons. His plant at Bonnington was now capable of generating 20,000 h.p. and with the addition of some more units which were provided for h.p. and with the addition of some more units, which were provided for in the present building, this could be raised to 36,000 h.p. Even then this would not be the end as there then would be power left in the Kootenay river, especially if that were raised by means of a dam, to supply yet further voltage.

He had reported to the C. P. R. and he could make this claim good that the

he could make his claim good, that the Bonnington plant was capable of sup-plying electric power within a radius of 150 miles of the power plant, the radius being taken in an air line, not necessarily along the track supplied. The despatch talked of the putting in of electricity only on the heavier grades but Mr Campbell was of the opinion that if electrification took p ace it would be general over the whole line In fact, that was the only practical way There would not necessarily be any chanegs in the car rolling stock, an electric train being very much like a steam tra'n with the exception of the locomotive There wer evarious ways
of app ying electricity but the method most probably adopted would be the trolley sys-tem. This did not mean a trolley system resembling that of the street car but will be something along the same lines. On a level bed electricity had a great

advantage, but it was when a heavy grade was tackled that th egreat saving came. Hence Mr Campbell claims that the C.P.R. by adopting electricity would have a great by acopting electricity would have a great-advantage over its fivals in being able to handle freight more expeditiously and more economically. With electrification, the whole business of moving ore would surely fall into the hands of the C.P.R. and as that meant the moving of nearly two mil-llon tons of ore yearly, even at thepresent

time, it would be readily seen that the business was enormous.

The undertaking would be a big one as it would probably include all, the lines between Procter and Boundary Falls, Slocan and Rossland Hence it would take coup'e of years to instal What the cost would be Mr Campbell could not say as this would depend largely upon the amount of track to be covered, the frequency of the service and the system to be

FARMERS UP IN ARMS

WILL FIGHT MANUFACTURERS ON TARIFF ISSUE.

INSIST THAT PROTECTION BE ELIMINATED.

Toronto, Dec. 6.-The agriculturists, comprising the dominion Grange and the farmers, which associations have amalgamated in arms on the tariff is-sue will fight, what they declare to be the selfish demands of the Canadian manufacturers on this question.

They want the tariff reduced to a purely revenue basis. The report of the legislation committee which was adopted stated that the issue raised

by the manufacturers' association must be fairly met by the Grange, as representing the farmers of Canada. The demand of the manufacturers that prac-tical prohibition of imported goods mand that the protective principles shaall be eliminated and the tariff reduced to, a purely revenue basis. In-dustries that have had the advantage of thirty years of protection, which haave the constant advantage of near ness to market and are promised the further benefits of electric power at a steam from coal, should be able to stand alone.

Resolutions were adopted against the proposal to grant a subsidy from the dominion treasury to the All Red Line, dominion treasury to the govern-endorsing the action of the government in erecting forest reserves and the encouragement given to farm for-estry; uring the adoption of a parcel post system, as a means of relief from extortionate express charges on small parcels, and protesting against memers of the legislature holding any interest in Cobalt mining enterprise

TORONTO HAPPENINGS Toronto, Dec. 6-Immigration authorities have taken steps to stop the influx of settlers to this province The provincial health board has decided frame regulations to control the milk

supply of the province. Dr Beattle Nesbitt, who recently re signed the registrarship of Toronto West, announces himself as a candidate for the mayoralty next month

Premier Whitney says his government has not yet decided upon a scheme of registration a reported yesterday; it will, however, have to come soon

Engineers and firemen on the Temiskaming and Northern Ontario raiway have eceived an increase of about 20 per cent wages, telegraphers about 14 per cent TORY CANDIDATE

Edmonton, Dec. 6-At the conservative convention held yesterday G. F. Root, a prominent stockman, was nominated for the Red Deer federal riding. Mr. Root is a cousin of Elihu Root, the United States

06, \$13,419,971.