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CASSELLS' REPORT FEELS EXCUSES FOR OFFICIALS

Poorly-paid Officials Sorely Tempted, and Harding and Gregory Are Gently Dealt With—Ministers of Marine Given Good Character.

A BOARD OF EXPERTS TO BUY ALL SUPPLIES

OTTAWA, Jan. 22.—(Special).—That the entire business of purchasing supplies for the government should be entrusted to a board of experts. That the cure for graft lies in the awakening of the public conscience; that officials on small salaries are subjected to temptations of which the ordinary citizen knows little or nothing.

These are the observations in chief which Judge Cassels makes upon his investigation into the marine department. The report was tabled in the commons to-day by Hon. L. P. Brodeur, minister of marine and fisheries. The evidence fills 14 volumes of about 150 pages each.

Incidentally Judge Cassels congratulates the late Hon. Raymond Prefontaine and Hon. James Sutherland, as ministers of marine, from any responsibility for the existence of graft and bribery payment in the department over which they presided, and gives Hon. Clifford Sifton a clean bill of political health in the matter of contracts with the department. In all the report there is not a whisper of suspicion against the fisheries branch.

"I am not here to judge Mr. Prefontaine or his policy or the manner in which his department was administered," says Judge Cassels. "There are but two places where I would consider any reflections are cast upon him. The one I have referred to in dealing with J. F. Fraser, the other in a statement made by Mr. Gregory in his defence given at Quebec. He stated in reference to Davis, who gave for a period of about eleven years to Mr. Gregory the sum of \$500 per annum, that he was very friendly with Davis, but did not think that he would ask him to ask for anything, and when his minister said 'Try and get some money out of those who can afford to pay,' he replied that I do not know any man who would trust himself with a man like Davis, and if he would lend him the money he would take it."

The judge proceeds: "It has to be borne in mind that for years preceding this alleged graft and for a long period prior to Mr. Prefontaine's resignation had been receiving yearly sums from Davis. I think it would be very unjust to the memory of the deceased to state that he accepted such evidence as that of Gregory or J. F. Fraser as casting any slur upon him, and I feel it my duty to state that I do not so accept."

"Nearly all the officials of the department have been examined before me, and I have formed a high opinion of the honesty of the majority of them. I have not the slightest imputation of wrong-doing, not that I desire to convey that those named are guilty of wrong-doing, I have reported on each and given my conclusions."

Mr. Borden resorted to figures and blamed it on the gerrymander. If we had proportional representation, which previous to 1896, Sir Wilfrid Laurier favored, the government would have a majority of 404, or without the Speaker's vote. According to Sir Wilfrid Laurier, the last election had been fought on the most infamous gerrymander perpetrated in the history of the country. The Liberal represented 411 voters. No doubt the right hon. gentleman with his sense of honor, would redress the grievance.

Mr. Borden touched on the Hocken letter, the case of the Hon. Sir John A. Macdonald, when he arrived in Pictou, N.S., he became aware that the pamphlet was being circulated in the constituency. He had not seen it before, but within 24 hours he had learned that a pamphlet had been sent from Halifax to papers in Montreal, that the pamphlet had made its appearance contemporaneously with his arrival.

Producing a copy, Mr. Borden read this slip attached: "This is a sample of the literature circulated by Conservatives in Orange and Protestant centres. Sir Wilfrid Laurier is a Catholic, and because he is a Catholic he must be defeated. (Liberal hear, hear.) Will you stand for this?" The statement, commented Mr. Borden.

MORSE FORCED OUT OF THE G.T.P.

General Manager Resigns Because the Government at Ottawa Refuses to Further Deal With Him.

JUDGE CASSELLS.

LEADERS INDULGE IN CAUSTIC COMMENT

Mr. Borden and the Premier Refer to Recent Election and to "The Duty of the Hour."

OTTAWA, Jan. 22.—(Special).—Practically all afternoon and evening in Ottawa, the members of the cabinet and the leaders of the opposition indulged in caustic comment upon the resignation of F. W. Morse, general manager of the Grand Trunk Pacific Railway, and the manner in which the government had refused to deal with him.

Charles M. Hays, president of the Grand Trunk Pacific, gave out a statement this evening to the effect that there was no friction between the president and vice-president, and that he regretted the departure of Mr. Morse, and that the work of the general manager would be always considered as a tribute to his ability and knowledge as a railway man.

It is a well-known fact that the members of the Laurier government, and more especially those who have been brought into close contact with the vice-president, have been very hostile to the young railwayman. It is quite probable that several things contributed to create this misunderstanding. In the first place, every contractor in the country was an open enemy of Morse, and again his supporters of the ministry were being generally rubbed down the wrong way by him. It was stated many times that Mr. Morse was too partial to American contractors.

The resignation of his departure was exceedingly dramatic. This afternoon, about 5 o'clock, letters written on board the train between Montreal and New York were delivered to the members of the cabinet in this city, saying that Mr. Morse had resigned, and that he would explain his position at a later date. W. Stewart, the G.T.P. contractor on the first hundred miles east of Prince Rupert, saw Mr. Morse in New York last night, and while he told him that he was sailing for the south of Europe, the news came as a complete surprise to the government, and Hon. G. P. Graham and his colleagues will not discuss the matter.

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IN EARNEST



Old Man Ontario Puts up a "Notice."

CHURCH STIRS BIGAMY CHARGE

Pressed, Quebec Authorities to Order Arrest of Woman Under Peculiar Circumstances.

MONTREAL, Jan. 22.—(Special).—A warrant issued for the arrest of Mrs. C. F. Cleveland of Richmond, Que., on a charge of bigamy, has not yet been served, as it is the general opinion that she is still across the border. Her husband has been confined to his house for some time by illness.

She then returned to Richmond and was soon seen frequently with E. F. Cleveland, secretary-treasurer of the town, whom she knew before leaving for South Dakota. Her divorce was not recognized as valid here. In April, 1908, she and Mr. Cleveland went to Island Pond, Vt., and were married by Rev. Thomas Hall, a former pastor of Melbourne, Que., who was acquainted with both parties.

They then returned to Richmond to reside, and the two husbands not only met frequently in business, but, both belonging to the same fraternal order, often met in lodge. About this time the Ministerial Association began to interest itself on the ground that the moral status of the community was being lowered by the existence of the two husbands. Advice was obtained from some of the leading attorneys of the province, who were unanimous in the belief that bigamy had been committed. The attention of the attorney-general was then called to the case, but the accused made good her escape to the United States.

Legal notice has been published in The Richmond Times, that John Denison Smith, the first husband, will apply at the next session of the Dominion Parliament for a divorce.

OTTAWA, Jan. 22.—(Special).—C. W. Mitchell was found guilty by Magistrate O'Keefe of having as a money lender charged more than the legal rate of interest on money advanced Kai Hilmer, a recent suicide.

UNREASONABLE EXPRESS RATES

Merchants' Association of New York State Ask for an Investigation into Charges.

ALBANY, Jan. 22.—Declaring that the rates charged by express companies are unreasonable, in that they return an excess profit upon the capital actually used in operation, the Merchants' Association of New York to-day requested the public service commission for the second district to make an investigation of express rates in this state and the rates and practices of the companies.

The Merchants' Association asserts that rates have been steadily maintained at an unreasonably high level, notwithstanding a decrease in the cost of operation, and that these high charges have in many cases consumed the entire margin of profit on commodities.

The petition states: "In 1907 the value of practically all the express equipment in the United States, as stated in detail in the special census report, compiled from reports made to the census bureau, by the express companies, was \$6,646,432. In the same year the net earnings from operations were \$3,228,642, and from other sources \$3,733,215. The 'other sources' referred to comprise \$33,810,785, permanent investments in stocks and bonds, and sundries, \$15,577,674. This accumulation is seemingly derived from the excess profits from operation in past years, after the payments of liberal dividends."

"The net assets, therefore, in excess of the value of the equipment and excluding any allowance for franchises (totalled as \$14,478,357) are \$67,064,849. This accumulation is seemingly derived from the excess profits from operation in past years, after the payments of liberal dividends."

"Dismissing the permanent investments in other enterprises for further consideration, the express companies had in 1907 available cash, after the payment of all current obligations, to the amount of \$7,496,387. This was not wholly applied for the purposes of the express business as shown by the fact that one of the principal companies uses a large part of its cash assets for transacting an extensive banking business, while others are constantly engaged in semi-investment business, for which large cash reserves are required."

"Bearing in mind that the nature of the express business does not require, nor even admit, the use of large amounts of active capital for its legitimate and proper operating purposes, and the further fact that the value of the equipment is less than \$7,000,000, it is improbable that the capital actually engaged in the express business is more than \$10,000,000 to \$12,000,000."

"If this is true, it is self-evident that charges which yield net earnings from operation of almost \$10,000,000 upon an investment of equal, or not much greater, amount, are excessive."

The petition states that it is the practice of the express companies to increase in proportion to the expense the charge exacted for purely terminal service.

C. M. A. VOLT CITY INSURANCE MATTER

Want Some Action Taken to Compel the Underwriters to Give Better Rates—The Other Side.

"It is an attempt to create ill-feeling between the city and the Canadian Fire Underwriters' Association, on the part of the Canadian Manufacturers' Association that is entirely uncalled for," said J. A. Robertson, secretary of the Western branch of the Canadian Fire Underwriters' Association, when asked what he thought of a resolution sent by the C.M.A. to the mayor yesterday.

The resolution, dealing with the reduction in rates accorded by the underwriters' association following completion of the new high pressure system, was passed at a meeting of the executive council of the C. M. A. The resolution says that:

"Whereas, immediately following the Toronto conflagration of April, 1904, the Canadian Fire Underwriters' Association placed a special surcharge of one dollar per hundred dollars on fire insurance rates on all business except fire proof buildings and risks protected by automatic sprinklers within the district of the city called the congested area, and in August of the same year introduced a new system of rating with a key rate of 1 per cent, which had the effect of still further increasing the rates; and in October, 1908, at a joint meeting of the underwriters, the board of trade, the Canadian Manufacturers' Association and the board of fire control, it was resolved that, on the completion of the high pressure system the key rate would be reduced to 50c on buildings and only 5c on contents."

"And whereas it now appears that the new rates being issued by the underwriters' association, the reduction of 50c on building key rates is not being carried out and the reduction of 5c on contents key rate in many cases lowered;

"And whereas it would appear from the returns submitted to us that the reductions now being made do not average a net benefit of more than fifteen per cent, on buildings, and 10 per cent, on contents on the rates existing at the close of 1908;

"Be it resolved, that the Canadian Manufacturers' Association thru its executive council protest against the adequate recognition by the Underwriters' Association of the large amount of money spent by the city in improvement in the waterworks and fire department, and in the installation of the high pressure system, and that they are of the opinion that the council thru the mayor and the board of fire control should not only demand from the Underwriters' Association an explanation of their present action, but that they should also pursue the subject further with a view to securing for the citizens an adequate return on the money expended in the improvement of the fire fighting appliances."

"The association would also urge upon the mayor and council the desirability of bringing the waterworks system and the department in a condition that would secure fire insurance rates not higher than those in force prior to the conflagration of 1904."

"When I say that we are quite prepared to substantiate the various statements made above, I am sure that the matter will appeal to yourself and to the members of your council as one of sufficient importance to warrant an in taking immediate action along the lines that we have suggested. I need scarcely say that we shall be glad to appear before the council at any time that you may desire to hear us in support of our contention."

ROBERTSON COMMENTING FURTHER, said that if the letter, which he had written in any of its statements it gave a wrong impression in supposing that the city has carried out the requirements on which reduction was promised.

"They have not carried out the requirements," contended Mr. Robertson. "Admitting that we promised to reduce the key rate, we have actually carried out the reduction on all buildings. On stocks, more than the full equivalent of improvement has been made, leaving out of sight altogether the fact that it is not over four years since the agreement was made and in the meantime conditions have changed."

"In regard to the paragraph stating that it now appears that in the new rates being issued by the underwriters the reduction of 50c on building key rates is not being carried out, it is absolutely untrue, as it is being carried out. The key rate was \$1 and is now 50c."

"The only thing they can say is that because there was an intermediate reduction made we are only allowing 25c, but the key rate is absolutely reduced," he said.

Regarding the protest against the inadequate recognition by the underwriters' association of the large amount of money spent by the city in improvement of the waterworks and fire department, Mr. Robertson said that more than the reduction demanded is demanded if the terms of the understanding arrived at in 1904 had been strictly adhered to by the city.

ABRUZZI-ELKINS WEDDING.

NEW YORK, Jan. 22.—(Special).—A special cable from Rome says that the Abruzzi-Elkins wedding has been fixed for June, and that the duke will brook no royal interference. He has not renounced his titles and will not unless commanded by the king.

RUSSIAN LOAN A SUCCESS.

PARIS, Jan. 22.—The new Russian loan has been a great success. It has been many times over-subscribed, and is already selling at a premium of 3 per cent.

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Horing Collars Regular \$75.00

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Hamilton Happenings

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AN "S" INSTEAD OF "N" CAUSES \$2,000 SUIT

Counsel Discuss the Propriety of Newspapers Printing Details of Criminal Cases.

HAMILTON, Jan. 22.—(Special.)—Because thru a printer's error an "n" was inserted instead of a "y" Cyrus Navin brought an action for \$2,000 damages for libel against The Dundas Banner. This mistake was made in the heading of an article which stated that Navin and another man had been committed on the charge of stealing a suit of clothes and the heading was "Burglary Committed" instead of "Burglary Committed." Geo. S. Lynch Staunton, K.C., for the plaintiff, said that if he were to sue for the publication of the article he would present the publication of public interest. John King, K.C., for the defence, contended that the article was not a libel because it was not a charge of crime. Justice Testard charged in favor of the defence, saying that sometimes in such actions, while the plaintiff might get a nominal verdict, the big award goes to the lawyer who brought the suit. The jury did not come in before 8 o'clock, and the judge left instructions for them to bring in a sealed verdict.

The Bachelors' Club gave a successful dance at the Hotel Royal this evening.

J. Beer, a patient at the City Hospital, was removed to the asylum to-night.

The Cataract Amalgam in the city council will make an attempt Monday evening to award the contracts for waterworks pumps and motors suitable to be operated by Cataract power. As the machinery will cost in the neighborhood of \$50,000, such action would go a long way towards committing the city to the Cataract power contract.

The hotelmen are being urged to pledge of thirteen aldermen to vote against any reduction in the number of liquor licenses this year.

Wreaths were hung on the Queen Victoria statue in the Gore Park today, the eighth anniversary of the Queen's death, by the committee, St. George's Society, the Sons of England, and the children of the separate and public schools.

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HOTEL ROYAL
Every room completely renovated and newly carpeted during 1907.
\$2.50 and Up per day. American Plan.

CASSELL'S REPORT
Continued From Page 1.

main they consisted of accommodation afforded by his friends, money advanced to him.

"Destruction of papers, difficulty of procuring production of books, cheques, etc., faced us in St. John as elsewhere. Cheques payable to bearer to make it difficult to trace the transactions covered by such cheques were also in evidence."

Judge Cassels dealt gingerly with Gregory of Quebec, pointing out that his salary was small and his opportunities great. Gregory, he says, levered a toll of 5 per cent. on amounts due to contractors by the department.

Hon. L. P. Brodeur is praised for abolishing the patronage list scheme.

The Hon. J. P. Brodeur is praised for abolishing the patronage list scheme.

Judge Cassels agrees that the new books are valuable as aids to navigation. The Hon. J. P. Brodeur is praised for abolishing the patronage list scheme.

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CIVIL SERVANTS CO-OPERATE

Outside Men Wish to Share Increase With Insiders

Nothing has been heard from Ottawa in the city about the movement reported to be in organization among the outside civil servants to secure operation with those in other cities to press their claims for increases upon the department of inland revenue. However, has not been in looking after its interests. H. A. Frankland, collector, has the outside men to present to Sir Wilfrid Laurier, pointing out the disabilities under which they labor, and praying for more substantial recognition.

The acting collector of customs, J. H. Betram, was of the opinion that nothing would be done in the way of a systematic readjustment of salaries until the outside service was brought under the civil service commission, as has been done with the inside service.

A couple of years ago an outside civil servant in Toronto, and succeeded in getting a general increase in salaries. The inside officials got nothing at that time, and they are now in a position to remember at the present when the inside are having their livings.

There are about 500 civil servants in the city, 500 in the province, and 140 in the customs. There are about 50 in the inland revenue and 5 in the assistant collector's general office. The postoffice men get a small statutory increase under the act.

SAVING IN TEXT BOOKS

What the British Columbia Government Has Done for Its People.

VICTORIA, B.C., Jan. 22.—(Special.)—Finance Minister Stewart, in opening of the legislature, announced a surplus of \$1,385,330 for the fiscal year ending last June, the fourth and largest surplus yet.

Since July last, when the government established free text books, the government has saved the thirty-five thousand school children of the province \$2,740 for supplies. For these the government buying them at cost, paid \$17,300 and \$700 for distribution and the salary of the staff. The system will be less costly every succeeding year.

LEADERS INDULGE

Continued from Page 1.

den, that the pamphlet was circulated by the Conservatives was absolutely false. In Halifax, where it was distributed by the Liberal organization, he believed it received a larger proportion of the Roman Catholic vote than ever before.

Mr. MacDonald (Picton) interrupted that he had seen in the copies of the circular distributed in Picton by Conservatives.

Mr. Borden briefly referred to the speech in which he could not say what individual Conservatives had done. Amid cries of "Comtee special," a member for Fort Arthur demanded that the name of the pamphlet be printed "The Duty of the Hour," but Mr. Borden said he would leave it to the gentleman himself to inform the house.

The Length of the Session.

Mr. Borden pointed out that the length of the session would depend upon the early bringing down of important legislation. In previous sessions most important bills had been produced after long delays. He would like to see a rule adopted to provide against bringing down bills after two-thirds or three-quarters of the session had passed. The exceeded length of the session had the tendency to keep out of parliament men who would be a credit to it.

Mr. Borden briefly referred to the Sicilian earthquake and passed on to contrast paragraphs taken from the speech in 1906, when prosperity was apparently confined to Canada and in 1909 when the depression is world-wide. The depression he thought might be well worth the price if it taught the gentleman who sit on the treasury benches economy.

Mr. Borden noticed the promised re-appearance of the insurance bill. He trusted a measure in the public interest would be placed upon the statute books.

The opposition leader averred that the Cassels investigation was restricted—should have touched the spending department of the government. When any question was put whether the increase in price of supplies had any relation to contributions to the campaign fund of the Liberal party, objection was always taken that the scope of the enquiry did not cover that.

Mr. Borden attacked the system of offering public works as bribes to constituents. This was bribery, he said more flagrant than the bribery of individuals. He promised that the opposition would give consideration to the program of legislation, to the end that the session might not be delayed.

Presser and the Hamilton.

Sir Wilfrid Laurier, in opening, congratulated the opposition leader on the well deserved compliment paid him by his followers in confirming him in his position.

The "Duty of the Hour" declared the Liberal chief, was "surprisingly and clandestinely circulated by the Conservative party and broadly and openly by the Liberal party."

The Liberal party had come back from the Maritime Provinces with the same strength as before, and in Ontario the standing was exactly the

Hamilton Business Directory

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CASSELL'S REPORT
Continued From Page 1.

same. They suffered in Manitoba. This was "no credit to the opposition," but due to the fact that the voters' lists had been "outrageously juggled." Likewise it was the "sacred" of the government that the party lost in British Columbia. That was the only province in which the election had been fought on principle. In Ontario and other provinces there was simply an appeal to certain prejudices. The policy of the opposition on the Asiatic question was short sighted, perilous and jeopardizing the best interests, not only of Canada, but of British Columbia itself. He had no quarrel with the opinion that we should have a white Canada, but the parties differed as to the methods of bringing this about.

Exclusion of Asiatics.

Mr. Borden's policy was the same as the government's in respect to a white British Columbia, but this policy had been supplemented on the coast. Here was a telegram from Mr. Borden to one of his supporters: "The Conservative party stands for a white Canada, and the exclusion of Asiatics."

"I didn't send it," protested Mr. Borden.

"Then if he didn't one of his followers obtained his seat by false pretences," said Sir Wilfrid, who declared the telegram was a fact. Here was a telegram from Mr. Borden to one of his supporters: "The Conservative party stands for a white Canada, and the exclusion of Asiatics."

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A MAN AND HIS MATE

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PRINCESS HATTIE WILLIAMS

FLUFFY RUFFLES

HENRY MILLER

THE GREAT DIVIDE

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Gigantic Musical Service
Colonel Henry Mapp

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ROYAL ALEXANDRA
MATINEE EVENING
HILDA SPONG
A MAN AND HIS MATE

GEORGE ARLES
DEVLIN

PRINCESS HATTIE WILLIAMS
FLUFFY RUFFLES

HENRY MILLER
THE GREAT DIVIDE

CARNIVAL
KENILWORTH RINK
Gold Prize Exhibition of Fancy Skating by Robert Rose.

MOSS PARK RINK
Shuter Street

MASSEY HALL
Sunday, Jan. 24
Gigantic Musical Service
Colonel Henry Mapp

BUYERS' DIRECTORY

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8550 SOLID, DETACHED, SIX-ROOMED... C. W. LAKER, 67 SUMMERHILL...

85500 - LARGE RESIDENCE AND GARAGE... C. W. LAKER, 67 SUMMERHILL...

1450 - THIS BRIGHT, EIGHT-ROOMED... C. W. LAKER, 67 SUMMERHILL...

3000 - CLOSE TO YONGE STREET... C. W. LAKER, 67 SUMMERHILL...

5000 - NEARLY NEW, WELL-BUILT... C. W. LAKER, 67 SUMMERHILL...

FOUR THOUSAND - ONE OF THE BEST... C. W. LAKER, 67 SUMMERHILL...

3500 - CONCORD AVE. NEARLY NEW... C. W. LAKER, 67 SUMMERHILL...

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7000 - PEACHES, PEARS, PLUMS... C. W. LAKER, 67 SUMMERHILL...

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BUSINESS PROPERTY

Two very desirable Central Business Properties for Sale at right prices, sure to increase in value. Particulars upon application.

S. W. BLACK & CO. 25 Toronto Street

PROPERTIES FOR SALE... S. W. Black & Co's. List.

30 - TYNDALL AVE., DETACHED, 9 ROOMED DWELLING...

800 FEET - ONE OF THE BEST... S. W. Black & Co's. List.

5500 - NIAGARA, GRAND NEW... S. W. Black & Co's. List.

CORNER - WEST SIDE OF YONGE... S. W. Black & Co's. List.

500 FEET - CORNER OF 45 FT... S. W. Black & Co's. List.

100 ACRES - ONLY ELEVEN MILES... S. W. Black & Co's. List.

100 ACRES - ONLY FOUR MILES... S. W. Black & Co's. List.

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HOUSES TO LET

Toronto General Trusts Corporation's List.

75 - SPADINA ROAD, 12 ROOMS, 2 bathrooms, hot water heating, gas and electric light.

31 - DENISON AVE., EIGHT ROOMS, all conveniences, stable in rear.

25 - DENISON AVE., EIGHT ROOMS, all conveniences.

25 - ONTARIO ST., 10 ROOMS, GAS, bath, furnace, etc.

24 - RICHMOND ST. WEST, EIGHT ROOMS and conveniences.

22.50 - LANSOWNE AVENUE, 8 ROOMS and bathroom, furnace, etc.

16 - DRAPER ST., EIGHT ROOMS, gas, bath, etc., cellar.

16 - CLAREMONT ST., SIX ROOMS and conveniences.

16 - ARGYLE STREET, SIX ROOMS, bath, etc.

12 - LIPPINCOTT ST., SIX ROOMS and water.

12 - ARMSTRONG AVE., 7 ROOMS and water.

10 - MARIA ST., WEST TORONTO, 5 ROOMS and water.

10 - VICTORIA ST., REAR 23, FOUR ROOMS and water.

6 - MYRTLE AVE., WEST TORONTO, 4 ROOMS and water.

THE TORONTO GENERAL TRUSTS Corporation, 9 Yonge-street, 67

THE DOVERCOURT LAND AND SAVINGS Co's. List.

THE DOVERCOURT LAND, BUILDING & SAVINGS Co., Limited, 24 Adelaide-street East.

Offers to Let.

80 - PER MONTH - SUITE OF OFFICES on ground floor, Bay-street, opposite Temperance; would divide suit; vacant accommodation.

75 - PER MONTH - EQUITY CHAMBERS, corner of Adelaide-street and Victoria-street, suite of offices, suitable for large legal firm or financial institution.

15 - PER MONTH - FIRST FLOOR OFFICE, Yonge-street Arcade.

12 - PER MONTH - CANADIAN BUILDING, Victoria-street.

15 - PER MONTH - CANADIAN BUILDING, Victoria-street.

DOVERCOURT LAND BUILDING & SAVINGS Co., Limited, The following land for sale on easy terms.

QUEEN ST. EAST, CORNER RIVER-STREET, vacant lot, 27 feet 11 inches on Queen-street, by 113 feet to a reservation for a lane; price on application.

50 - PER FOOT, QUEEN STREET EAST, north side.

45 - PER FOOT, QUEEN ST. EAST, north side.

28 - PER FOOT - QUEEN ST. EAST, north side.

The Toronto World

Subscription information and contact details for The Toronto World.

Telephone calls and exchange information for The Toronto World.

Terms of subscription and advertising rates for The Toronto World.

Additional subscription and advertising details for The Toronto World.

Information regarding the United States, including postal and subscription details.

Investigate the electric power companies section header.

Electric Light Company should be burdened with contracts made for another purpose and for periods extending beyond the term of their franchises.

The citizens of Toronto are directly interested to know the true position of the franchisees they entrusted to distinct and separate companies for operation, and as trustees of these rights the companies should be compelled to account for their dealings with them.

A demand for a thorough investigation will be in order from the city council and should be made without loss of time.

HONORABLY ACQUITTED. Mr. E. Kenyon Stowe deserves hearty congratulations upon his honorable acquittal from a charge of perjury which should never have been laid.

The result of the trial shows that a grave error in judgment was committed and one for which there appears to have been absolutely no justification on the face of the court records.

Mr. Kenyon Stowe must not infer that the methods which caused his painful experience were characteristic of the Ontario judiciary, and for the sake of the honor and reputation of the provincial bench it is to be sincerely hoped it will remain unique.

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Mr. Kenyon Stowe must not infer that the methods which caused his painful experience were characteristic of the Ontario judiciary, and for the sake of the honor and reputation of the provincial bench it is to be sincerely hoped it will remain unique.

STOCK-TAKING SALE

Specials for Saturday's Selling. 25 dozen English Oxford and Zenith Shirts. Regular \$1.00 and \$1.25. 50c Clearing.

English Silk Ties, all pure silk, good range patterns. Regular 50c and 75c. Clearing price, 35c.

Cashmere Half Hose, plain and embroidered. Regular 50c and 65c. Clearing price, 35c.

Special reductions in Underwear. WREYFORD & CO. 85 KING WEST. Telephone No. 2011.

OTTAWA OFFICE OF C.M.A. DURING THE PARLIAMENT

One Will Be Opened and Managed by Various Officers in Turn—Wool Industry Defended.

At a meeting of the executive of the Canadian Manufacturers' Association, President Hobson presided, with representatives present from Godech, Clinton, Ingersoll, Havelock, Brantford, Hamilton, Oshawa, Aurora, Oshawa, Ottawa, Kingston and Montreal.

The membership committee reported a net gain for the month of thirteen, bringing the total strength of the association up to 255.

While parliament is in session the association will maintain an office at Ottawa, which will be under the charge of the various officers of the association in turn.

The transportation committee referred to the effective work done by the transportation manager in securing from the railway commissioners a disallowance of the tax on wool.

Mr. Walsh, manager of the department, was warmly congratulated. The association is inclined to resent the action of the government in allowing the newspaper reports of Commissioner Costello's alleged derogatory remarks about the Canadian woolen industry to go uncontradicted.

The association cannot understand why the press should be so willing to give circulation to a false and misleading article to injure one of our most important industries, and then withhold contradiction when it is specifically asked to do so.

The report was unqualifiedly approved. The association will continue to do its best to protect the interests of the woolen industry, and will not allow any one to injure it.

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LIVE TOWN SPRINGS UP IN WESTERN PRAIRIE

Broderick, Marvel of Central Saskatchewan, Four Months Old, But a Lusty Infant.

In the heart of the great Canadian west, the land of the world's last golden opportunity, there lies a city in embryo called Broderick.

Broderick was no place called Broderick. It was a name given to a stretch of rich alluvial prairie containing a germ of wonderful possibilities and the evolution of a settlement and then a city were there, no one could doubt it.

But so vast is the west, and so stupendous its possibilities, that the great opportunity at Broderick stood until four years ago, when an enterprising and far-sighted young physician from Petrolia, Dr. J. E. Wilkinson, stepped in on the pathway of a great trunk feeder of the Canadian Pacific Railroad and acquired a large stretch of rich farming lands. Singularly enough, Dr. Wilkinson was one of the few individuals to secure a town site, for these are now almost wholly in the hands of the railroad, which are casting great webs of steel over the farm lands of the boundless Canadian prairies.

One year ago Broderick left no mark on the landscape, and the great stretch to the east, the west, the north and south unaffected by anything but the prairie, the settler and the camps of the railroad engineer. Then came the railroad, the locomotive, and Broderick seemed to take form almost in a day. Seven elevator sites have been selected, and two elevators are already completed. Houses are springing up like mushrooms, and the broad wheat fields which surround the town.

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EATON'S JANUARY SALE

Clothing Prices Extraordinary

Men's COLLEGE ULSTERS—50 inches long, single-breasted, Prussian collar, straps on cuffs; materials are plain and striped dark grey chevots, sizes 34 to 44; these fashionable ulsters are well tailored and of Winter weight, the price-saving is a tremendous one, though there are but fifty coats; January Sale 5.00 price, each

Men's FRIEZE REEFERS—Double-breasted, storm collar, heavy material and strong linings, sizes 36 to 46; also some brown duck coats, in 36-inch chest measure only, snap fasteners, six-inch corduroy collar; we'll clear these out at January Sale 1.99 price

Boys' TWO-PIECE SUITS offer one of the best buying chances of the season, Monday; they are of navy blue and black worsted serge, twill finish, Norfolk jacket with pleats and belt; short pants—few have bloomer pants, sizes 24 to 28; in these broken lots from several of our best lines the savings are most unusual; January Sale quick price 2.69

Boys' FANCY OVER-COATS—For ages 3, 4, 5 and 6 years—a great clearance of high-class grey naps, grey chevots and blue greys, double-breasted, brass buttons or frog fasteners, velvet collar; here's a chance for the biggest kind of money saving if you're early enough; January Sale 3.49 Sale price

Men's Handkerchiefs 8 for 25c

Men's Fur-lined Coats \$39.00

An Underwear Value for Men Monday

Men's Neckwear

Boys' White Shirts

Boys' Sweaters Each 35

Men's Black Sateen Shirts 37

Men's Handkerchiefs 8 for 25c

Men's Fur-lined Coats \$39.00

An Underwear Value for Men Monday

Men's Neckwear

Boys' White Shirts

Boys' Sweaters Each 35

Men's Black Sateen

ESTABLISHED 1854. JOHN CATTO & SON

Do You Use Blankets?

Pure Wool Blankets 25% Below Regular Prices

Pure Linen Towels

Ladies' Suits and Coats

JOHN CATTO & SON

A CALL TO DEER PARK

Rev. George McLeod of Truro, N.S., is the Choice.

Deer Park Presbyterians last night extended a unanimous call to Rev. George McLeod, M.A., of Truro, N.S., to succeed Dr. Hossack.

LLOYD GEORGE AN INVESTOR IN THE CANADIAN LOAN

(Canadian Associated Press Cable.) LONDON, Jan. 22.—Lloyd George was the first applicant for the purchase of one of the 410 bonds which will be a feature of the new Canadian loan to encourage small investors.

WATERWAYS TREATY DELAYED.

WASHINGTON, Jan. 22.—Effort was made in the United States senate today to ratify the Canadian boundary waterways treaty, but upon objections from Senators Smith, of Michigan, and Heyburn of Idaho it went over until the next executive session.

FAIRWEATHER'S SPECIALS.

Soft days seem to be no damper on the energy and earnestness that Fairweather's (64-58 Yonge-street) are putting into the big clearing sale.

RECEPTION TO RECTOR.

All Saints' Anglican Church congregation tendered a reception last night to the new rector, Rev. W. J. South.

HE KNOWS FROM HIS EXPERIENCE

That Dodd's Kidney Pills Will Cure Bright's Disease.

Postmaster Cole Tells How the Great Canadian Kidney Remedy Cured Him After Doctors Had Given Him Up.

LE PETIT BOIS FRANCO.

Mr. Charles Cole, postmaster here, is firmly convinced that Dodd's Kidney Pills will cure Bright's Disease or any other disease of the kidneys.

HEINZMAN & CO. LIMITED.

West King-street, Toronto, make a feature of renting pianos at a small price per month and what is paid in this way will, when desired, be allowed on the purchase of a piano.

THE WEATHER

METEOROLOGICAL OFFICE: Toronto, 21-23 p.m. widespread depression from the Pacific is centred over the Northwest States this evening and its accompanying unsettled conditions extend to Quebec.

MINIMUM AND MAXIMUM TEMPERATURES: Dawson, 23 below—90 below; Atlin, 24 below—28 below; Victoria, 4—10; Vancouver, 2—10; Kamloops, 2—10; Edmonton, 4 below—3 below; Battleford, 5—14; Prince Albert, 5—10; Calgary, 4—10; Moosejaw, 3—10; Qu'Appelle, 5—10; Winnipeg, 3—10; Port Arthur, 10—28; Parry Sound, 14—40; London, 20—31; Toronto, 20—41; Ottawa, 31—38; Montreal, 30—35; Quebec, 23—38; St. John, 38—44; Halifax, 18—44.

LOWER LAKES AND GEORGIAN BAY: Moderate to fresh easterly to southerly winds; cloudy and mild, with occasional showers.

THE BAROMETRE: Time, Ther. Bar. Wind, 8 a.m. 40.0 29.76 S. 8. Noon 41.0 29.78 S. 8. 2 p.m. 42.0 29.78 S. 8. 4 p.m. 43.0 29.74 S. 8. 8 p.m. 43.0 29.74 S. 8. Mean of day, 42.0. Difference from average, 19 above; highest, 44; lowest, 37.

TO-DAY IN TORONTO.

Jan. 23. Prof. G. S. Brett on "Myths and Legends" at the University of Toronto.

Trinity College lecture, Prof. H. V. Routh, on "Phases of the 16th Century."

North Toronto Liberal Association banquet, Temple Lodge, 4.30.

Canadian Institute, Prof. Davitz on "Forestry on the Waste Lands of Older Ontario."

Evangelical Thought Club, A. G. Horwood on "The Direction of the Emotional Nature." Forum Hall, 8.

STEAMSHIP ARRIVALS.

Jan. 22. At From Express China, Hong Kong—Vancouver.

Jan. 23. At From Ryndam, Rotterdam—New York.

GREAT FUTURE FOR SOO

IF SIGNS READ RIGHT

W. K. Whigham, the London Director on the Board, Has a Long Talk With Cabinet.

Somewhat extensive and highly important developments are looked for at Saint St. Marie in connection with the reorganization of the Lake Superior Corporation.

Among the ministers present were Rev. Principal Gaudier, Rev. Dr. MacLaren, Rev. John Pringle, Rev. W. Wright and Rev. Dr. Grant.

Mr. Whigham observed a discreet silence on all points in view for the last night, C. D. Warren, one of the local directors, told The World last night that it would be premature to say anything definite.

Until the investigation about to be undertaken by Mr. Whigham was completed, but that in about two weeks there would be a meeting.

There is an idea prevalent that the government may soon be called upon to make good the promise of subsidizing the Soo.

Mr. Whigham is supported by the investigations of Mr. Whigham, one of the most important chapters in American history.

It is believed that the Soo interests involved in the Soo.

The Soo would indicate that the resources of the regions opened up may be looked for.

Co-operation with the government in this way would be a most acceptable proposal.

Those who desire to see a good class of settlers taking hold of Northern Ontario.

In commercial ways it is pretty certain that if the impressions formed by Mr. Fleming when he took hold of the Soo works are supported by the investigations of Mr. Whigham, one of the most important chapters in American history.

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INDUCTION OF NEW PASTOR

Rev. Dr. Strachan Welcomed by Notable Gathering of Presbyterians.

Rosedale School was thronged last night by members of Toronto Presbytery and of the Rosedale Presbyterian congregation at the induction of their new minister, Rev. Daniel Strachan.

Rev. Dr. Murray, moderator, presided, and Rev. C. D. Webb gave an account of the establishment of the congregation.

Rev. J. Anthony, Agincourt, preached the induction sermon.

Appropriate addresses were made by Rev. Dr. Neil to the new minister, and by Rev. Dr. Wallace to the people.

Rev. Dr. Grant on behalf of the congregation presented a handsome desk and chair and a silver writing set to Rev. Dr. Wallace.

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CANADIANS HONORED

Two Are Given Appointments in the Agricultural Institute.

Count Faina, president of the International Institute of Agriculture, writing from Rome to his relative, Prof. Cattapan in Toronto, states that the importance of Canada has been so well recognized in Europe that two Canadians have been elected to some of the most important positions in the institute.

Hon. Sydney Fisher, minister of agriculture, has been elected first vice-president, and Dr. Rutherford, permanent representative of Canada, has been elected president of the third permanent commission.

The institute was founded with the aim of improving the agricultural conditions of the world and to supply information as to crops, etc., and to prevent the "cornering" of wheat. It was from the beginning strongly opposed by American trusts, Canada took a strong position in favor of the institute.

That Libel Suit

Counsel for Mr. Macdonald Have a New Argument.

The Beattie Nesbitt libel charge against J. A. Macdonald of The Globe came before Justice Chute yesterday morning, when a new legal point was explained by N. W. Rowell, K.C., counsel for Mr. Macdonald.

Mr. Rowell's claim is that the indictment was found against James A. Macdonald in the Court of Oyer and Terminer. Each court, Mr. Rowell said, was composed in itself of its own grand jury, with one exception, that it could hear cases transferred. He claimed that case was transferred.

Mr. Nesbitt made a motion that Mr. Macdonald be ordered to join in the demurrer, so that the trial could proceed, and asked for an order within eight days. Mr. Rowell submitted that his lordship had no jurisdiction and held that the case was dead there lack of jurisdiction.

The case was adjourned till Tuesday.

A Perfect Mixer.

A mixer water to be a good mixer requires a certain peculiar combination. Nature seldom provides so skillfully as she does in her grand old workshop, the Laurentian Mountains, far removed from the crowded haunts of man, and very secretly, 500 feet below the surface. It is there that radon is made by Dame Nature, and gushes forth to be bottled under the most careful hygienic supervision, for the use of mankind in general and Canadians in particular. Drink radon, the best of all mixers.

Two Presentations.

The Red Cross R.E.P. No. 342 held their annual banquet at Victoria Hall last night, when Sir Knight W. H. Saunders, the new preceptor, presided.

R.W.G.M. of Ontario West, Lieut.-Col. A. E. Beicher, was the principal guest.

Sir Knight W. Cook was presented with a past preceptor's jewel, and Sir Knight Geo. Martin, the retiring registrar, with a pin.

Stole Bank Book and Forged Checks.

Detective Archibald has gone to Chicago to bring back John Woodroop upon a charge of stealing a bank book belonging to Grant, 20 Alexander-street.

About Jan. 18 Woodroop, having stolen the book, had a cheque for \$33.50 for which he had forged Grant's name.

He then went to Chicago, where he deposited the book and sought to draw the balance of about \$31.

Harpur, Customs Broker, Melkinnon Buildings, Toronto.

To Montreal and Ottawa.

There is no better train than the C.P.R. 10 o'clock express, from Toronto every night. There are through sleepers to both cities, arriving at Ottawa 6.25 a.m. (passengers remaining in car until 3 o'clock if they wish), and at Montreal at 7.35 a.m. Equipment and roadbed alike beyond reproach.

FATAL FLOODS IN AFRICA

Rains Result in Much Damage—170 People Drowned.

JOHANNESBURG, Jan. 22.—One hundred and seventy-three persons are known to have lost their lives to-day as a result of the floods, due to heavy rains, which are sweeping the Transvaal and Northern Natal. Great damage also has been done to property.

By the bursting of Knight's Dam, in addition to 160 miners being drowned, 13 residents of the Town of Elsburg perished, many houses being washed away.

Lakehurst Sanitarium, Ltd., Oakville, Ont. Drunkenness and Drug Habits our specialty. Write for information.

The Marches Program.

The program for the Marches concert on Monday is as follows:

Part I.—Sous Bois (In the Woods) Duvernoy Impromptu No. 3 Anonymous (1849) Chopin La Jongleur's Hut Lisowski Miss Gertrude Huntley.

Part II.—Air de Lea (From the Froidal Song) Debussy The Nightingale Alabieff.

Part III.—When Thou Art With Me, J. S. Bach Violette and the Jewels Scarlati Have You Seen But a White Lily Grow? Anonymous (1849) Chopin La Jongleur's Hut Lisowski The Lass With the Delicate Air Dr. Arne Madame Blanche Marchesi.

Part IV.—Etude No. 12 Chopin Rhapsodie No. 12 Liszt Miss Gertrude Huntley.

Part V.—Why So Pale are the Roses F. I. Tschakowsky Faint and the Jewels Scarlati ("Immer leiser wird mein Schlummer") The Erlking Brahms Soft Footed Slippers Signard Love Nobody Saw It C. Love Eristis Madame Blanche Marchesi.

Part VI.—A Dream of May Hawley Cuttinrushes Whaley Bird Songs (The Woodpecker) Lowellhammer, the Oriole, the Cuckoo) Liszt Lehmann.

Si mes vers avaient des ailes Renaldo Hahn Mandoline Claude Debussy Voice and Piano (Brahm Van Den Berg at the piano)

Mount Dennis Meeting Called Off.

MOUNT DENNIS, Jan. 22.—Through a technical error in the announcement of the citizens' meeting, scheduled for tonight, the meeting was postponed by the secretary-treasurer, as contrary to section 18, clause 4, of the School Act of 1901. The meeting was called for the purpose of "discussing school matters and all pertaining thereto," but the place of meeting was not specified. There was a large attendance.

The members of the Woman's Auxiliary of St. Jude's Church, Oakville, gave a jam shower for the Georgina House. The result was seventy quarts of jam and 323.

License Revocation Banquet.

The Fourth Ward citizens' license revocation committee banqueted in Broadway Tavern last night. Rev. Mr. Pedley and Rev. C. O. Johnston gave the ladies credit for the anti-license vote. The ward has been divided into four sub-divisions with chairman for each to continue the work.

Officers were elected as follows: President, Miss Vokes; first vice-president, A. M. Featherston; second vice-president, Thomas Urquhart; treasurer, J. J. Evans; secretary, George Hawkins; corresponding secretary, J. H. Day.

Accident and Sickness Insurance.

Who suffer all the inconveniences attendant upon illness or injury when the monetary loss due to incapacity may be fully provided against. For a small yearly premium we will guarantee a weekly indemnity equal to the salary or income regularly enjoyed. London Guarantee and Accident Company, corner Yonge and Richmond-streets, Phone Main 1642.

Ask your druggist for Gibbon's Toothache Gum. Price 19c. Tack 24c substitute.

TWO DROWN THRU ICE

Rig Plunged Into Open Hole—Young Man's Heroic Death.

TRENTON, Jan. 22.—A double drowning happened last evening, when David Frederick, 30 years old, and Gilbert Brooks, 21 years, lost their lives in the Bay of Quinte.

The two men, with Brooks' wife and her sister, Mrs. Joseph Standing, at about 8 o'clock started to drive to their home on the Prince Edward shore.

In the darkness they lost the path. The horse was given its head, and before they could do anything to save themselves the four people, with the horse, rig, and all, were precipitated into the bay thru a hole in the ice made by the ice-cutters.

The sudden plunge into the frigid water was too much for the older man, and he quickly sank. Brooks managed to rescue his wife and her sister. He then began to dive for the body of Brooks and himself frozen.

The two half-frozen women made their way back to Trenton and aroused the town. The scene of the accident was soon surrounded by a crowd of men, but it was 2 o'clock this morning before the bodies were recovered.

Both were farmers. Frederick leaves a widow and several children. Brooks had been married less than a year.

The ice-cutting has been done within fifty feet of the path across the bay, there was no light to indicate where the open space was.

YORK TOWNSHIP CONSERVATIVES

York Township Conservatives meet in the council chamber, corner King and Jarvis-streets, this afternoon at 8 o'clock.

Miller Case Adjudged.

Frank Miller, proprietor of the Mansion House, Stouffville, will not be sentenced for the offence of selling liquor in contravention of the local option by-law yesterday, adjudged the case till Jan. 27.

Stole Bank Book and Forged Checks.

Detective Archibald has gone to Chicago to bring back John Woodroop upon a charge of stealing a bank book belonging to Grant, 20 Alexander-street.

About Jan. 18 Woodroop, having stolen the book, had a cheque for \$33.50 for which he had forged Grant's name.

He then went to Chicago, where he deposited the book and sought to draw the balance of about \$31.

Harpur, Customs Broker, Melkinnon Buildings, Toronto.

To Montreal and Ottawa.

There is no better train than the C.P.R. 10 o'clock express, from Toronto every night. There are through sleepers to both cities, arriving at Ottawa 6.25 a.m. (passengers remaining in car until 3 o'clock if they wish), and at Montreal at 7.35 a.m. Equipment and roadbed alike beyond reproach.

For Theft of Typewriter.

William Finch, 51 Duchesse-street, was arrested last night by Detective McKinley, charged with the theft of an Underwood typewriter from the company.

Detective Tipton goes to Buffalo today to bring back Harry Burgin, 30 Simcoe-street, upon a charge of theft of \$75 from Arthur Adelson.

THE WAY TO HEALTH



SEND THIS COUPON AND GET IT FREE.

The little coupon which is appended to the bottom of this advertisement, mailed to me, will bring you a book which has opened the eyes of thousands of suffering men and women to the newest, easiest and cheapest way to health and vigor. It is yours, sent by mail, free, if you will send this coupon.

Dr. McLaughlin's Electric Belt

WITH FREE ELECTRIC SUSPENSORY FOR WEAK MEN

Pours new life into weak, debilitated men, builds up nerve and vital force, cures Varicocele, Nervous Debility, Rheumatism, Back Pains, Weak Kidneys, Stomach, and revives the spark of youthful energy, giving back the old, vigorous animation. It makes strong, husky and vigorous specimens of manhood. (It is just as good for women as for men.)

NO MAN SHOULD BE WEAK

No man should suffer the loss of that vital element which renders life worth living. No man should allow himself to become less a man than nature intended him; no man should suffer for the sins of his youth, when there is at hand a certain cure for his weakness, a check to his waste of power. Reserve power through mistakes of youth. You need not suffer for this. You can be restored. The very element which you have lost you can get back, and you may be as happy as any man that lives.

My Electric Belt, with Special Electric Suspensory (free), will restore your power, and will give back the old vigor of youth. I know how skeptical people are after paying out hundreds of dollars without getting any benefit, and know that many would pay after they were cured. To those I say, set aside these prejudices, give me evidence of your honesty by offering me reasonable security for the Belt. I will arrange it with necessary attachments suitable for your case, express it to you, and you can

Wear It on Trial and Pay Me When You Are Cured

MR. M. LAVERTY, 620 Crawford St. Toronto, Ont., writes:—"Regarding the Belt which I got from you last spring, I had tried all kinds of medicine first for my sciatic, and, as you know, had been in my bed for some time before getting the Belt. I noticed quite a change in the first day of wearing it, and was soon able to go to work, and have been able to attend to business ever since."

DR. M. D. McLAUGHLIN, 112 Yonge Street, Toronto, Can. Dear Sir—Please forward me one of your Books, as advertised. 1-3-09

NAME..... ADDRESS..... Office Hours—9 a.m. to 6 p.m. Wednesday and Saturday until 5.30 p.m. Write plainly.

T PAID FOR MORE

TORONTO West to 9 o'clock

Bathurst Street

at the Annual Policyholders

CAN LIFE

Head Office of American Life Street West

January, 1909

the forenoon

the Annual Meeting of the Affairs of the Corporation of all such

done at a general company.

holders have of each \$1000

MAN, Director

AUSTALLS.

K. C. Sydney, has not only the department of visit Ontario to of the province of children.

IN THE LAW COURTS

IN THE HIGH COURT.

Osgoode Hall, Jan. 22.
Peremptory list for divisional court for Monday, 25th inst., at 11 a.m.:
1. Proulx v. Pinet.
2. Williams v. Anderson.
3. Allan v. McDermott.
4. Fisher v. International.
5. Madden v. Milton Pressed Brick Company.
6. Fitzgibbon v. Ingils.

Peremptory list for court of appeal for Monday, 25th inst., at 11 a.m.:
1. Hanson v. G.T.R. (to be continued).
2. Union Bank v. Clark.
3. McDonough v. Cook.
4. Lamont v. Canadian Transfer Co.

Peremptory list, non-jury assize court No. 1, city hall, Monday, Jan. 23, at 11 a.m.:
1. (87) Ganting v. Gallagher.
2. (79) McLaughlin v. Scadding.
3. (90) Arnold v. Allen.
4. (82) Robertson v. Sheard.
5. (88) Axler v. Hecht.
6. (86) Quinlan v. Stein.

Peremptory list, non-jury assize court No. 2, city hall, Monday, Jan. 25, at 11 a.m.:
1. McGregor v. Wigmore.
2. Pauley v. Humes.
3. Oke v. Stephens.
4. McKensie v. Grand Orange Lodge.
5. Semt-Ready v. Tem.
7. Dewart v. Henry.

Peremptory list, jury assize court, city hall, Monday, Jan. 25, at 11 a.m.:
1. Plant v. Chalcraft.
2. Fraser v. G.T.R.
3. Chesworth v. Davidson.
4. Matheson v. McTavay.

Master's Chambers.
Before G. Wright, Master.
Re Solicitor—H. R. Frost, for client, on motion for delivery and taxation of solicitor's bill of costs. H. E. Rose, K.C., for the solicitor. Judgment (L.). The action of Barrow v. M.C.R. was coming on for trial in April last, when it was settled by payment of \$2000 to the plaintiff and \$150 on account of costs to his solicitor.

When the cheques were received plaintiff was handed that for \$2000 and he gave his own cheque for \$350 to his solicitor for the balance of his costs. This had been agreed on before settlement of the solicitor's bill. The statement is not impeached. It was argued that the client's action at the time in declining the offer of a bill and paying this cheque was a waiver of his right, but it does not seem that a bill can be refused when as here the client, however unreasonably, repented of his generosity within a month. The solicitor will not be debarred from recovering more than the \$350 if he is able to show that he was not aware of this and of the other business done for the client, as he admits on his cross-examination. The taxation may be by one of the taxing officers at Toronto.

Lawless v. Crowley—W. H. Wallbridge moved for stay or dismissal of the action or for security for costs. J. G. Smith, for plaintiff, contra. Judgment (L.). The action began in February last. Defendant moved for judgment until May. In July plaintiff made an assignment for benefit of creditors, which necessarily included the judgment against defendant, and the action is dismissed. Pleadings were delivered in October. In its present condition the action is good on its face and is being carried on for the sole benefit of the plaintiff. There can therefore be no order either to stay or dismiss the action or to set aside the statement of claim being delivered before assignment by assignee was clearly invalid. It does not appear if defendant or his solicitors were aware of the assignment of July 8 before delivering defence. When that is ascertained I will dispose of the costs of the motion. If they had this knowledge their costs will be in the case.

Doody v. Clark—Heffernan (a Beauty & Co.) for plaintiff, moved for judgment for an order dismissing action without costs. Order made.
Barrett v. Barker—J. F. Boland, for defendant, moved to dismiss for want of prosecution. Order made.
Gold Medal v. Hill—J. E. Parsons, for defendant, moved for an order dismissing action without costs. Order made.
Shindehar v. Lubinsky—E. C. Long, for defendant, moved for an order dismissing action without costs. Order made.

Gray v. Crown Life Ins. Co.—C. W. Kerr, for defendant, moved for an order for plaintiff to restate for examination and answer questions he had refused to answer. D. L. McCarty, K.C., for plaintiff, contra. Reserved.
Jacobs v. Cooper—J. R. Roaf, for plaintiff, moved for order for issue of subpoena duces tecum. Order made.
J. B. Smith & Sons v. Essey—Morlock (M. S. M. & D.), for assignee of judgment, moved for order to issue alias fieri facias. Order made.
Clarke v. Cummings—Macdonald (Johnson & Co.), for defendant, moved on consent for an order dismissing action and vacating its pendens. Order made.

Before Latchford, J.
Re Burton-Spence, Limited—W. N. Tilley, for a creditor, moved for a winding-up order; S. Denison, for a second petitioner; J. H. Spence, for the Bank of Nova Scotia; E. G. Logie, for the company, contra. Order made, appointing E. R. C. Clarkson interim liquidator. Reference to J. S. Cartwright.
Re Standard Bearings—A. C. Bedford-Jones for petitioner. Enlarged until 25th inst.
Re Varcoe—Varcoe v. Varcoe—E. W. Boyd, for petitioner, moved for an order changing referee. Order made.
Re Hunt and A.O.U.V.—J. F. Lawrence, for an order, moved for an order permitting payment into court of insurance money; F. W. Harcourt, for infants. Order made.
Re Hull and C. H. Crebo—N. Sinclair, for executors, moved for leave to pay into court \$1500; F. W. Harcourt, K.C., for infants. Order made.
Re Gallagher—A. E. H. Creswick, K.C., moved for an order for payment out of court of moneys of his client; F. W. Harcourt, K.C., for infants. Order made.
Re Davis—moved for order for payment out of court of \$100 for

maintenance; F. W. Harcourt, K.C., for infant. Order made.
Giles v. C.P.R.—F. W. Harcourt, K.C., for three infants, moved for an allowance of a sum not exceeding \$150 (\$50 out of each share) for maintenance. Order made.

Re Ney Camp Company—G. M. Clark, for petitioner; C. A. Moss, for the company. Petition stands sine die, to be brought up on two days' notice by either party.
Jones v. G.T.R.—F. W. Harcourt, K.C., moved for an order for maintenance. Order made.

Shea v. Harrington—Ingraham moved for an order for payment out of court of money paid in as security. Order made.
Cockburn v. Clarkson—J. H. Denton moved on behalf of plaintiff's solicitor for payment out of court of money paid in as security. Order made.

Re Sutherland—F. W. Harcourt, K.C., for infants, moved for leave to pay \$689.81 into court to credit of infants. Order made.
Re Gordon and Anderson—C. A. Moss moved for an order to enforce award. Order made.

The King v. Harris—J. H. Haverston, K.C., for the defendant, moved to quash conviction; J. R. Cartwright, K.C., for the crown. Order made, quashing conviction, without costs. The magistrate to be protected.
Re John McIntyre—C. C. Ross moved for an order for payment out of court of money; F. W. Harcourt, K.C., for infant. Order made.

Peacock v. McPherson (and three other acid-foot cases)—K.C., for defendant, Brown, appealed from the local judge at Goderich; L. E. Daney, for plaintiff, contra. Order made, directing Brown to attend at Goderich instead of Stratford and submit to be examined in such action separately. Costs in the cause.

The King v. Vanzyl—R. C. Leveson, for the defendant, moved for an order quashing the conviction; E. Cartwright, K.C., for the crown. Reserved.
Re Bland—C. J. Holman, K.C., for petitioner; E. C. S. Huycke, K.C., for respondent. Motion enlarged until Feb. 5 next.

McWilliam v. Sovereign Bank—W. J. Boland, for defendant, appealed from an order of the master-in-chambers, refusing to change venue from St. Catharines to Toronto; J. D. Montgomery, for plaintiff. Appeal dismissed with costs.

Single Court.
Before Latchford, J.
Dominion Express Company v. Krigbaum—H. R. Frost, for plaintiff, on motion for judgment; R. J. McLaughlin, K.C., for defendant. Judgment (L.). In January 1908 defendant employed plaintiff, stole a book of money orders of the plaintiff company. Plaintiff sued defendant for the value of the book of money orders, and the separate sureties should be liable for the amount claimed, in proportion of the amounts in which they engaged themselves, i.e., for husband and wife three-sevenths, for Jarvis three-sevenths and for one seventh. The judgment should be to this extent modified, and make Jarvis liable for three-sevenths of the sum paid by Mrs. Ostrander. The appeal with this change should be dismissed with costs.

Wassie v. Gaspie—G. H. Hopkins, K.C., for the defendant, appealed from the order of the judge of the County Court of Victoria, dated Dec. 8, 1908. R. J. McLaughlin, K.C., for the plaintiff, contra.
Plaintiff sued defendant for \$200 for timber cut and removed by defendant from plaintiff's lands, and timber being of the value of \$238.50, but plaintiff valuing the amount over \$200. At the trial judgment was given for the plaintiff for \$238.50 and costs. On the taxation of costs defendant raised the point that plaintiff was not entitled to division costs, and that the defendant was entitled to set off in costs on the county court scale, and appeal allowed. Judgment for defendant, with costs.

Evans v. Bank of Hamilton—R. D. Crear, K.C., for the plaintiff, appealed from the judgment of Riddell J. of Oct. 19, 1908. G. T. Blackstock, K.C., for the defendant. Judgment (L.) for the plaintiff. The defendant's report of 18th inst. Judgment (L.). We think this judgment should be affirmed, but with costs, which were paid against him for \$70, interest and costs.

Laird v. Ontario Lumber Company—W. L. Haight (Parry Sound), for plaintiff; A. G. F. Lawrence, for defendant; F. W. Harcourt, K.C., for infants. Judgment for plaintiffs by consent for \$1200 and costs, apportioned, and the proceeds to widow and balance into court to credit of action \$100 per year to be paid out half-yearly allowed for maintenance.

Re Nipissing Planning Mill (Rankin's case)—J. A. MacIntosh for liquidator, on appeal from report or order of local master at North Bay, refusing to set the R. Rankin on list of contributors to the mill. Judgment for Rankin, contra. "I think the learned master was right in refusing to place Rankin on the list of contributors, and the motion must be refused with costs."

Re Millington Estate—A. L. Baird (Brantford), for the executors and a trustee, on motion to construe will of M. A. Secord (Galt), for Kiriak and other heirs of the brothers and sisters of deceased other than executrix. F. W. Harcourt, K.C., for infants. Judgment (L.). The testator devised certain lands to his executors and trustees, and the proviso was duly issued to the other two, a sister of the testator and her husband.

The will directed the land to be sold within one year after the death of the survivor of Sophia Conn, George Conn, and Edith Adelaide Conn, to sell and convert into money the parcels of land in question, and to divide the same equally between the children of Edith Adelaide Conn (now Martin), and her children, then to divide equally between his surviving brothers and sisters. Mrs. Martin and her parents have left Ontario and now desire to sell the said lands. It may be highly improbable that at Mrs. Martin's death the children she now has, or those she may hereafter give birth to shall all have passed away; but that contingency is quite within the limits of possibility. It is a possibility provided for by the will, and one to which I must have regard. So considered, it seems to me clear that Mrs. Martin is merely a life tenant, and that she has an order issued, in any event the costs of the official guardian and of Mr. Secord should be paid by the applicant.

Divisional Court.
Before the chancellor, Britton J.
Magee J.
Ostrander v. Jarvis—A. H. F. Levey, K.C., for the defendant, on appeal from the judgment of the judge of the county court of Prince Edward, dated Nov. 25, 1908. W. E. Middleton, K.C., for the plaintiff, contra. Argument of appeal resumed from yesterday and concluded. Judgment (L.). The principle of contribution among

co-sureties does not rest on contract, but upon the principles of equity, which may be modified by the extent to which he has engaged himself, and also that one surety may compel contribution from another towards payment of a debt to which they are jointly bound. The total sum of all the common suretyship for the one debt was \$7000, and the separate sureties should be liable for the amount claimed, in proportion of the amounts in which they engaged themselves, i.e., for husband and wife three-sevenths, for Jarvis three-sevenths and for one seventh. The judgment should be to this extent modified, and make Jarvis liable for three-sevenths of the sum paid by Mrs. Ostrander. The appeal with this change should be dismissed with costs.

Chinese Students for Varsity.
Through the British authorities in China, a proposal has reached the authorities of Varsity here that a limited number of Chinese students should attend Varsity. It is proposed that Varsity should grant the Chinese scholars, on application, at least, a reduction in the fee. Chinese now attend United States universities.

Was Troubled With Weak Back For Years.

Could Not Perform Household Duties. Doctors Attended Without Avail.

Mrs. Arch. Schnare, Black Point, N.B., writes: "For years I was troubled with weak back. Oftentimes I have lain in bed for days, being scarcely able to turn myself, and I have also been a great sufferer while trying to perform my household duties. I had doctors attending me without avail, and tried liniments and plasters, but nothing seemed to do me any good. I was about to give up in despair when my husband induced me to try Doan's Kidney Pills, and after using two boxes I am now well and able to do my work. I am positive Doan's Kidney Pills are all that you claim for them, and I would advise all kidney sufferers to give them a fair trial."

Doan's Kidney Pills are a purely vegetable medicine, acting gently and giving relief, without any after ill effects. A medicine that will absolutely cure Backache and all forms of Kidney and Bladder Diseases.

A medicine that strengthens the kidneys so that they are enabled to extract the poisonous uric acid from the blood and prevent the chief cause of Rheumatism. Price 50 cents per box, \$3 for \$1.25, at all dealers or Dr. T. M. Milburn Co., Limited, Toronto, Ont.

In ordering specify "Doan's."

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Magee J.
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CELESTIAL'S HARD LUCK OVER LAUNDRY PERMIT

Agreed to Pay \$5000 for Property and City Now Refuses License.

To purchase for \$5000 property at 454 College-street with the intention of going into the laundry business and then be refused a permit by the board of control is the hapless fate of Hip Yong, who is, as it is said, a man of good fortune. He doesn't happen to belong to the variety with which Bret Harte was familiar, and he poured out his woes in the city clerk's department yesterday, and he is going so he declares in broken English that he wouldn't leave the city hall until he got the permit.

His story was that he signed an agreement to pay \$5000 for the store, believing he could set up a laundry. He paid \$1000 down, and made a further payment of \$500 in July. How he could come to do so with no license and his capital tied up he didn't know. What is more, altho Hip Yong may not know it, it is stated that the price he mentions is a good deal above the apparent value.

The property is close to Palmerston-boulevard, and the objection to the license is partly on that account and partly because there is another laundry in the building. Hip Yong, who is a Chinese, came in a few minutes later. He is an old campaigner of the laundry question, having purchased property at 376 College-street some years ago with intent to take in linen. Being denied the privilege he had heard of the existence of a Chinese tea and novelty business. He has been trying ever since to get a laundry license and took his repulse yesterday with unruffled good-humor.

WROTE THREATENING LETTERS

Mrs. Rachel Hubbard is committed for trial.

WHITBY, Jan. 22.—With tears flowing freely, Mrs. Rachel Hubbard of Uno Park, New Ontario, admitted to Police Magistrate Harper this morning the writing of threatening letters to John Wakefield of Cannington and David J. Adams, banker, of Port Perry, R. J. McLaughlin, K.C., for the plaintiff, contra.
Plaintiff sued defendant for \$200 for timber cut and removed by defendant from plaintiff's lands, and timber being of the value of \$238.50, but plaintiff valuing the amount over \$200. At the trial judgment was given for the plaintiff for \$238.50 and costs. On the taxation of costs defendant raised the point that plaintiff was not entitled to division costs, and that the defendant was entitled to set off in costs on the county court scale, and appeal allowed. Judgment for defendant, with costs.

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Magee J.
Ostrander v. Jarvis—A. H. F. Levey, K.C., for the defendant, on appeal from the judgment of the judge of the county court of Prince Edward, dated Nov. 25, 1908. W. E. Middleton, K.C., for the plaintiff, contra. Argument of appeal resumed from yesterday and concluded. Judgment (L.). The principle of contribution among

co-sureties does not rest on contract, but upon the principles of equity, which may be modified by the extent to which he has engaged himself, and also that one surety may compel contribution from another towards payment of a debt to which they are jointly bound. The total sum of all the common suretyship for the one debt was \$7000, and the separate sureties should be liable for the amount claimed, in proportion of the amounts in which they engaged themselves, i.e., for husband and wife three-sevenths, for Jarvis three-sevenths and for one seventh. The judgment should be to this extent modified, and make Jarvis liable for three-sevenths of the sum paid by Mrs. Ostrander. The appeal with this change should be dismissed with costs.

Wassie v. Gaspie—G. H. Hopkins, K.C., for the defendant, appealed from the order of the judge of the County Court of Victoria, dated Dec. 8, 1908. R. J. McLaughlin, K.C., for the plaintiff, contra.
Plaintiff sued defendant for \$200 for timber cut and removed by defendant from plaintiff's lands, and timber being of the value of \$238.50, but plaintiff valuing the amount over \$200. At the trial judgment was given for the plaintiff for \$238.50 and costs. On the taxation of costs defendant raised the point that plaintiff was not entitled to division costs, and that the defendant was entitled to set off in costs on the county court scale, and appeal allowed. Judgment for defendant, with costs.

Evans v. Bank of Hamilton—R. D. Crear, K.C., for the plaintiff, appealed from the judgment of Riddell J. of Oct. 19, 1908. G. T. Blackstock, K.C., for the defendant. Judgment (L.) for the plaintiff. The defendant's report of 18th inst. Judgment (L.). We think this judgment should be affirmed, but with costs, which were paid against him for \$70, interest and costs.

Laird v. Ontario Lumber Company—W. L. Haight (Parry Sound), for plaintiff; A. G. F. Lawrence, for defendant; F. W. Harcourt, K.C., for infants. Judgment for plaintiffs by consent for \$1200 and costs, apportioned, and the proceeds to widow and balance into court to credit of action \$100 per year to be paid out half-yearly allowed for maintenance.

Cosgrave's Pale Ale
Full of tonic properties of hops and the nutritious elements of selected barley malt.
A hearty beer sparkling with strength-building qualities.
Cosgrave Brewery Co., of Toronto, Limited.

See that Stamp!
It's on the bottom of Every Pail or Tub made of EDDY'S FIBREWARE
(That's what's Made Good!)
Each One is pressed into a Homogeneous Mass by Enormous Hydraulic Pressure—then Hardened.
No Other Pails or Tubs Made are so Light, so Tight, so Attractive or so Durable.
Persist in getting Eddy's.
Always, everywhere in Canada, ask for Eddy's Matches

COAL AND WOOD AT LOWEST MARKET PRICE.
W. McMillan & Co.
Head Office and Yard: Cor. Bathurst & Farley Av. Phone Park 328.
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HOW TO BE STRONG
Men must be strong to-day or give way to those who are. There is no compromise. It's either strength and success, or weakness and failure. Which will you be?
What is strength, vim and energy? What is the force before which obstacles fade and competition melts away? What is the power in man which makes even the lion quail? What is health and vigor? In fact, what is life itself but ELECTRICITY? Do not all authorities tell you that they are so closely allied that none can say where one leaves off and the other begins? Who can dispute that they are the same? The strong and healthy man is always full of electricity, and the weak always lacks it. What is more natural, then, than that electricity should cure where new strength and life are needed, as in Rheumatism, Lame Back, Kidney, Liver and Stomach troubles, or Lost Vitality, Debility, Varicose, Exhaustion, etc., caused by overwork, drains, excesses, etc.? There is no question about it. It is a fact that I have demonstrated by curing more than 100,000 such sufferers in my 40 years of ceaseless labor in this field. The whole secret is simply to give the treatment right, and my success and experience insure that.

Free Trial Until Cured
Not one penny to be paid in advance or on deposit. Only when cured do you pay me the regular price of the appliance. That is the faith I have in my remedy, and those who have not given electricity a fair trial are throwing health and happiness away if they neglect this opportunity of a trial.
But be sure you get the best appliance and advice. As the originator and founder of the electric body-battery system of treatment, my success is the envy of many and my Hercules is, of course, imitated (what good thing is not?). But my great knowledge gained from forty years' experience is mine alone and cannot be imitated. I give advice free to my patients till the cure is complete. My Hercules is guaranteed to give a strong electric current that will last for years.
Call or send for my Hercules to-day, or if you want to look into the matter further, I have two of the best little books ever written on electricity and its medical uses which I'd like to send you. Sent free, sealed, upon request.

DR. A. B. SANDEN, 140 YONGE STREET, TORONTO, ONT.
DINEEN BUILDING—ENTRANCE NO. 6 TEMPERANCE ST.
This is a condition (or disease) to which doctors give many names, but which few of them understand. It is simply weakness—a break-down as it were, of the vital force that sustains the system. No matter what may be its cause, it is an almost numberless, its symptoms are the same, the more prominent being: loss of energy, loss of vitality, loss of strength, loss of power, loss of endurance, loss of ability to do work, loss of ability to resist disease, loss of ability to resist the effects of age, loss of ability to resist the effects of climate, loss of ability to resist the effects of fatigue, loss of ability to resist the effects of worry, loss of ability to resist the effects of grief, loss of ability to resist the effects of sorrow, loss of ability to resist the effects of pain, loss of ability to resist the effects of heat, loss of ability to resist the effects of cold, loss of ability to resist the effects of wind, loss of ability to resist the effects of rain, loss of ability to resist the effects of snow, loss of ability to resist the effects of frost, loss of ability to resist the effects of ice, loss of ability to resist the effects of hail, loss of ability to resist the effects of lightning, loss of ability to resist the effects of thunder, loss of ability to resist the effects of earthquakes, loss of ability to resist the effects of volcanic eruptions, loss of ability to resist the effects of hurricanes, loss of ability to resist the effects of typhoons, loss of ability to resist the effects of cyclones, loss of ability to resist the effects of tornadoes, loss of ability to resist the effects of comets, loss of ability to resist the effects of meteors, loss of ability to resist the effects of shooting stars, loss of ability to resist the effects of auroras, loss of ability to resist the effects of eclipses, loss of ability to resist the effects of solar flares, loss of ability to resist the effects of solar winds, loss of ability to resist the effects of solar storms, loss of ability to resist the effects of solar flares, loss of ability to resist the effects of solar winds, loss of ability to resist the effects of solar storms.

A BROKEN-DOWN SYSTEM.
This is a condition (or disease) to which doctors give many names, but which few of them understand. It is simply weakness—a break-down as it were, of the vital force that sustains the system. No matter what may be its cause, it is an almost numberless, its symptoms are the same, the more prominent being: loss of energy, loss of vitality, loss of strength, loss of power, loss of endurance, loss of ability to do work, loss of ability to resist disease, loss of ability to resist the effects of age, loss of ability to resist the effects of climate, loss of ability to resist the effects of fatigue, loss of ability to resist the effects of worry, loss of ability to resist the effects of grief, loss of ability to resist the effects of sorrow, loss of ability to resist the effects of pain, loss of ability to resist the effects of heat, loss of ability to resist the effects of cold, loss of ability to resist the effects of wind, loss of ability to resist the effects of rain, loss of ability to resist the effects of snow, loss of ability to resist the effects of frost, loss of ability to resist the effects of ice, loss of ability to resist the effects of hail, loss of ability to resist the effects of lightning, loss of ability to resist the effects of thunder, loss of ability to resist the effects of earthquakes, loss of ability to resist the effects of volcanic eruptions, loss of ability to resist the effects of hurricanes, loss of ability to resist the effects of typhoons, loss of ability to resist the effects of cyclones, loss of ability to resist the effects of tornadoes, loss of ability to resist the effects of comets, loss of ability to resist the effects of meteors, loss of ability to resist the effects of shooting stars, loss of ability to resist the effects of auroras, loss of ability to resist the effects of eclipses, loss of ability to resist the effects of solar flares, loss of ability to resist the effects of solar winds, loss of ability to resist the effects of solar storms.

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THE BEST
WELLINGTON KNIFE POLISH
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POLYBRILLON METAL POLISH
SILVERSMITHS SOAP
EMERY, EMERY CLOTH, GLASS PAPER, BLACK LEAD
JOHN OAKLEY & SONS, Ltd., Wellington Mills, London, England.

HIGH-GRADE REFINED OIL
LUBRICATING OILS AND GREASES
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The most invigorating preparation of its kind ever introduced, to help and sustain the invalid or the thirly.

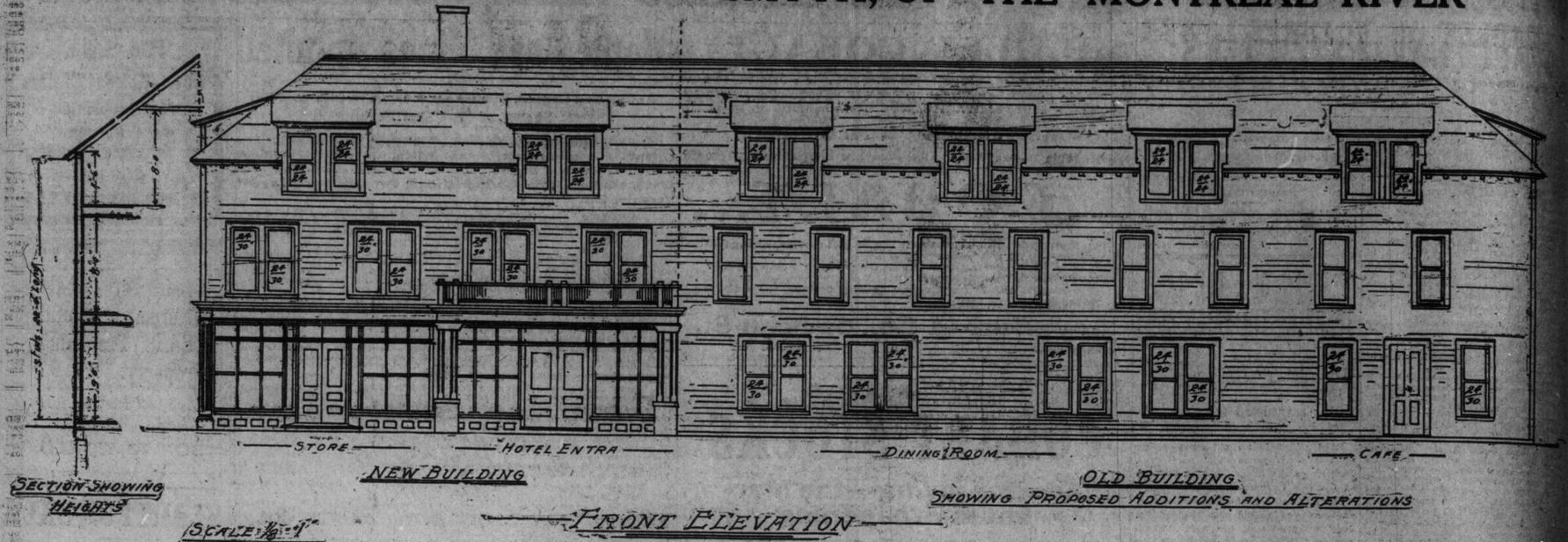
POLSON IRON WORKS
LIMITED
TORONTO
STEEL SHIPBUILDERS ENGINEERS AND BOILERMAKERS

FRIEDRICHSHAFEN, Jan. 22.—Unless this new gummy fungus, growth on peach and cherry trees is checked at once it will prove an even greater menace to the fruit trees than the San Jose scale. This was the statement made at the meeting of the Farmers' Institute last night by Walter Armstrong, scientific fruit farmer, of Queenston.

NEW FRUIT TREE PERIL
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British Pensions Contingent
LONDON, Jan. 22.—The official figures on the old age pensions granted up to Dec. 31 last show that the total number of pensions granted was 626,028, costing £7,450,215 per annum.

KING EDWARD HOTEL AT SMYTH, UP THE MONTREAL RIVER



INTEREST IS CONCENTRATED ON HARGRAVE'S DEVELOPMENT

The Cobalt camp and the Cobalt investment public here and across the border are closely watching developments on the Hargrave properties. The fact that mining operations are being carried on with great vigor on the celebrated "Jacobs" vein on the Hargrave side of the line is in itself important. The famous "Jacobs" vein, which is now producing on an average between \$2000 and \$3000 a day profits, was discovered in 1904, and was so called after the founder of the Kerr Lake Company. When it was known that it was so rich, both parties owning it—the Kerr Lake Company and the Hargrave Company—started to gouge out ore from an open cut. Both shipped rich ore from the open cut and nothing would show that the vein did not belong to one company, except the iron post at the imaginary dividing line. In fact, when both parties dug down some distance it was uncertain whether the Kerr Lake Company was taking from the Hargrave or vice versa. Then the Kerr Lake Company started to systematically make a mine, by sinking a vertical shaft some distance from the vein and running crosscuts to it and drifts along it. The accompanying illustration shows how largely the Kerr Lake property is developed. About the time the Kerr Lake Company went in seriously to make a mine, the Hargrave became involved in litigation, owing to disputes as

to title. After going from court to court the case finally came before the Privy Council in England and the contending parties had to come face to face with the final decision. As the value of the property was so great and the risk to one or other of the contending parties was so serious they all got together and came to a settlement, which allotted various interests in the property to the various parties. A clear title was then granted to the present Hargrave Company by the government, and active mining operations were immediately arranged for.

At one time it was thought that the "Jacobs" vein, after passing out of the Kerr Lake Company's property into and thru the Hargrave property, would pass into the Cobalt Merger, as it was heading in that direction. Later on, however, it was found that it took another bend to the southwest and passed again from the north Hargrave into the south Hargrave, as shown by the accompanying illustration. The property, as shown by the illustration, lying northwest of the two Hargrave properties is the Kerr Lake Company's property. It will be seen that the "Jacobs" vein cuts across the corner of the Kerr Lake property and runs into both the north and south Hargrave, so that the two Hargrave properties own a long stretch of it.

The Kerr Lake Mine has run its level right up to within a few feet of the Hargrave line, and in one instance, it is contended, across the Hargrave line. Recently the Kerr Lake Company struck bonanza ore running 10,000 ounces to the ton in its fourth level, and the stock rose from 475 to 800 in a few weeks. This occurred when the general market was declining, and was taken to mean merely a reflection of greatly increased investment value. The fact

PLAN OF WORKINGS - VEIN NO. 3 - OF THE KERR LAKE (JACOBS) PROPERTY Taken from their Last Annual Report showing underground Levels running to the Hargrave's Line.

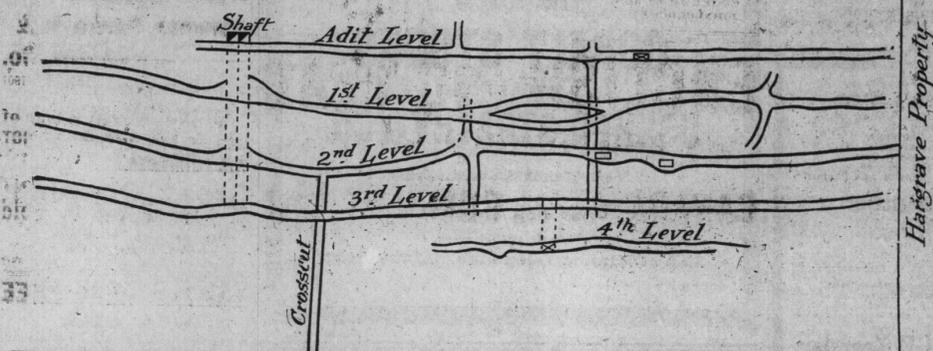
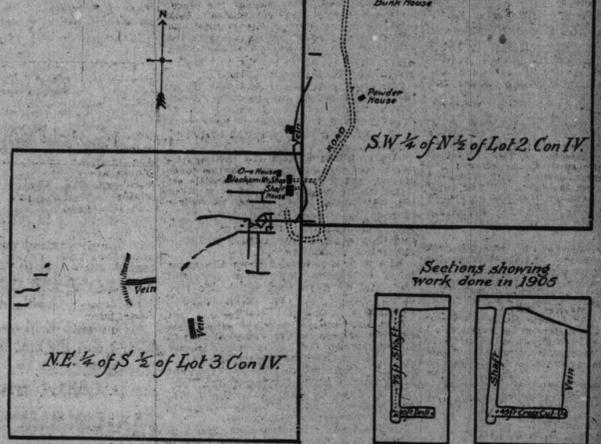


Exhibit No. 4 taken from GOVERNMENT APPEAL BOOK 1907.



Map showing how celebrated Jacobs vein crosses Kerr Lake and passes into the Hargrave properties.

has been known all along that the Kerr Lake Company was getting rich shipping ore almost all the way down, but the striking of bonanza ore in the low levels proves the great value of the mine, and in a great measure goes to prove the value of the Hargrave.

The Hargrave Company is conducting its operations with the greatest possible vigor. The plant runs incessantly 24 hours a day and rapid progress is being made to where it is known almost to a certainty rich shipping ore will be reached. The shaft is now down 115 feet, and a crosscut will shortly be run to cut the famous "Jacobs" vein at depth. Manager Neelands says that the crosscut will be a short one, as the vein is dipping towards the shaft. When the crosscut is once started it will not take more than ten days to reach the vein. Sensational news is expected shortly after the crosscut is started.

GETTING IN MACHINERY
Compressor Went Into Otisec at Silver Lake.
SMYTH, Jan. 20.—(Special.)—A five-

drill compressor went into the Otisec property on Saturday, and it is understood that a 60 horse-power boiler and a six-drill compressor are on the way to the Otisec-Curry. There is a thirty horse-power boiler on this property at

present.
E. Platt of the Gavin-Hamilton mine informed The World that 25 men were at work on the property, and that shaft-sinking will be commenced some day this week. Camps are being created that will accommodate between 75 and 100 men. This property is about four miles from here.
At Gowanda there are said to be 15 men at the Boyd-Gordon and 10 at the Mann, all building camps. Camp building is about the only work left done on most of the properties at present.
Perry Hall.

C. F. R. No. 88.
Your train for Parry Sound or Sudbury, leaving the Union Station at 9:40 every morning, except on Sunday. Fast time, comfortable coaches. A kitchen car is carried, serving excellent meals a la carte.

Going Up! Cobalts! Going Up!

Buy the "LISTED" Securities NOW

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This property is well located, has a splendid board of business men and is well managed. You can make good profits, according to our judgment, in buying this stock NOW. Then watch it climb UP, UP, UP. See the daily stock sales. Send us your orders.

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We carry stocks on moderate margins and receive information daily for the use of our clients. We also deal in Chicago grain, produce, etc. Send us your orders.

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We handle nearly all the listed stocks on receiving a deposit. Why buy outright when you can take on so much more in this way.

WE ADVISE

the purchase of Temiskaming, Trethewey, Nova Scotia, Little Nip, Beaver.

BUY NOW

MAKE YOUR MONEY WORK WHILE YOU SLEEP

PATRIARCHE & COMPANY, BROKERS

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H. H. FUDGER, President
J. WOOD, Manager

Store Closes Daily at
5.30 P. M.

THE ROBERT SIMPSON COMPANY, LIMITED

THE ROBERT SIMPSON COMPANY, LIMITED

PROBABILITIES.
Lower lakes and Georgian Bay—
Moderate to fresh easterly to southerly
winds; cloudy and mild, with occa-
sional showers.

SATURDAY,
JAN. 23, 1910

Stock-Taking Only a Week Away---Reduction the Order of the Day

Hew Castles in Spain May Become Homes in Reality

A Little Conversation on the Stairs



"I THINK this house is just charming," said Patricia. She spoke with that spontaneous enthusiasm described usually as "catching."

"Jack always was a lucky dog," said Patricia's fiancé, who had persuaded Patricia to sit out a dance and take awful chances of a draft down the stairs. "It's not luck entirely," said Patricia, "although I will admit he got an awfully clever little wife."
"Oh, well, as far as that goes—" began Patricia's fiancé, deprecatingly; then he paused to allow silence to carry out his suggestion, which Patricia, however, entirely failed to perceive, or if she did she failed to show it, which is the same thing.
"Jack's practical," said she. "He has management. I do like management in a man."
Patricia's fiancé sighed.
"I'm sorry I don't suit," said he.
"Don't be a goose," said she, "but tell me—why can't we do like Jack did instead of waiting?"
"What do you mean?" demanded Patricia's fiancé. Patricia grew very confidential.
"Why can't we join the Housefurnishing Club and save all this saving," whispered she. "We have the house your father gave us. Let's furnish it now and start housekeeping soon!"

The Housekeepers' List of Monday Reductions

ECONOMY in the household is always a problem. January offers many solutions to customers of this store. Just look over the Staple Department's reductions for Monday:

- 380 yards of Heavy Bleached English Sheeting, plain weave, strong, close weave, 72 to 80 inches wide, Regular 30c per yard, Monday 24c.
- 45 dozen Pure Linen Checked Tea Towels, hemmed ready for use, red or blue checks, 24 x 36 inches, will dry perfectly, leaving no lint. Regular \$2.00 per dozen, Monday 12c each.
- \$2.00 yards All Pure Linen Irish Damask Table Linen, only partly bleached, but it will bleach perfectly and quickly. Good designs, fine quality, 72 inches wide. Regular 75c and \$1.00 yard, Monday 55c.
- 100 only Finest French Flannel Water Lengths, 3 yards to the length, all pure wool, dainty designs and colorings. Regular \$1.50 per length, Monday 90c.
- 40 pairs Finest Pure Southdown Saxony White Wool Blankets, thoroughly scoured, beautiful, warm, lofty finish, dainty borders, 6 lbs., 80 x 80 inches. Regular \$4.50 per pair, Monday \$2.50.
- 800 yards Finest Bleached English Longcloths, including famous "Queens" and "Times" best lines, 36 inches wide. Clearing at, per yard, Monday, 10c.
- 320 yards Fine All Pure Linen Bleached Irish Sheer Linen, for ladies' dainty blouses, underwear, etc., best finish, 36 inches wide. Regular 35c and 40c per yard, Monday 25c.

Wall Papers at Stock-taking Prices

Our last week before taking stock. Wall papers must go out this week. See how we make the prices for Monday:

- 5,000 rolls Imported Parlor, Hall and Dining Room Papers, in dull or silk effects, in tapestry, two-tone, conventional and scenic designs. Regular to 65c, Monday 25c.
- 8,000 feet Room Moulding. Reduced Monday to 1-1-2c.
- 1,500 feet Plate Rail. Reduced Monday to 8c.

Artificial Palms Reduced

Artificial Palms at special low prices before stock-taking. Artificial Palms, regular \$1.00, for 65c; regular \$1.25, for 75c; regular \$1.50, for \$1.00; regular \$2.25, for \$1.75; regular \$2.75, for \$2.25. Floral Dept.—4th Floor.

- CHINAWARE.**
Austrian China Dinner Sets, bridal rose open stock pattern, thin transparent white china, body decorated with small pink roses and green sprays, gold traced handles and pretty gold edges, 57 pieces, regular \$19.50, Monday \$14.75.
- 102 pieces, regular \$22.50, Monday \$16.90.
- White and Gold Austrian China Dinner Sets, of 102 pieces, Alma, open stock pattern, pure white china, with beautiful gold scroll decoration, gold handles and edges, regular \$50, Monday \$36.70.
- Genuine Theodore Haviland Dinner Sets, of 112 pieces. The decoration is an effective combination of green and brown tones on pure white surface, beautiful dull gold handles, edges and border line. Each set contains a complete dinner, tea and breakfast service, regular \$55.00, Monday \$39.90.
- Chocolate Cups and Saucers, pretty floral decorations, regular up to 75c, Monday 35c.
- Bread and Butter Plates, decorated with clusters of pink roses, regular \$2.00 dozen, Monday, each 8c.
- Clover Leaf Tea Plates, Monday, each 8c.
- Complete 10-piece Toilet Sets, English semi-porcelain, rolled rim basin, best pink, green or blue prints, Monday \$1.35.

- GLASSWARE.**
Bohemian Glass Water Sets, assorted decorations, regular up to \$1.25, Monday 75c.

Rogers' Spoons and Forks Reduced

Rogers' Teaspoons, fancy pattern handles, Horseshoe trade mark. Regular value \$2.25 dozen, Monday, set of 6, 85c.
Rogers' Dessert Spoons and Forks, fancy pattern handles, Horseshoe trade mark. Regular value \$4.50 dozen, Monday, set of 6, \$1.50.
Rogers' Table Spoons and Medium Forks, fancy pattern handles, Horseshoe trade mark. Regular value \$3.50, Monday, set of 6, \$1.75.
2,000 pieces of Jewelry. Regular price 75c to \$1.25, Monday 35c.
Genuine American Keyless Lever Watch. Monday 85c.

Soaps for Monday

- Fels Naptha Soap, per bar, 5c.
- Sunlight Soap, 6 bars, 25c.
- Comfort, Eclipse or Victor Soap, per bar, 4c.
- Surprise Soap, 6 bars, 25c.
- Heather Brand Soap, 8 bars, 25c.
- Naptha Soap, 6 bars, 25c.
- Simpson's Big Bar Laundry Soap, per bar, 10c.
- Pearline, 1-lb. package, 11c.
- Old Dutch Cleanser, regular 10c, 3 packages, 25c.
- Kitchen Sapolio, per cake, 8c.
- Powdered Ammonia, 1-lb. 3c, 3 packages, 25c.
- Naptha Powder, 1-lb. package, 8c.
- Canada White Laundry Starch, 1-lb. package, 7c.
- Royal Blue, 2 packages, 7c.
- Redhart's Powdered Lye, per tin, 7c.
- Gold Dust Washing Powder, large package, 25c.
- Bon Ami Soap, per cake, 12c.
- 5 LBS. PURE CELONA TEA, \$1.05.

MONDAY BASEMENT SALE

- Vinegar Bottles, fancy patterns, Monday 15c.
- Footed Sherbet Glasses, regular \$1.10 dozen, Monday, each 7c.
- High Footed Comports, Monday 35c.
- Stand Lamps, complete with medium size burner, chimney and wick, regular \$4.00, Monday 25c.
- Electric Incandescent Shades, assorted colors, regular 15c, Monday 10c.
- CUT GLASS.**
Celery Trays, full size, prettily cut, regular \$4.50, Monday \$2.50.

The Whitewear Sale Gives Rare Opportunity to Women of Taste

Are You Going Away Anywhere?—Stock Your Wardrobe at Sale Prices
ON Monday we will offer a great variety of high-class White Underwear at really moderate prices. We suggest to those who expect to go away anywhere—either to the South for the February and March, like many fortunate people do, or merely on a visit to a neighboring city—BUY WHITEWEAR TO COMPLETE YOUR LINGERIE WARDROBE AT JANUARY PRICES.

- NIGHT DRESSES.**
\$1.25 Night Dresses, Monday Sale price 85c, fine cotton, slip-over style, three-quarter sleeves, embroidery insertion and frills of Valenciennes lace, lengths 58, 58, 60 inches.
\$1.88 Kimono Night Dresses, Monday Sale price \$1.00, fine nainsook, prettily trimmed with tucks, insertion and frills of lace, heading and silk ribbon, lengths 56, 58, 60 inches.
\$2.50 Night Dresses, Monday Sale price \$1.75, a beautiful style in the nainsook, embroidery and heading yoke, silk ribbon draw, frills of extra fine, narrow embroidery, high neck, long sleeves, sizes 18, 58, 60 inches.
- CHEMISES.**
35c Chemises, Monday Sale price 25c, fine cotton, round neck, lace trimmed, lengths 38 to 40 inches, for 32 to 42 bust measure.
58c Chemises, Monday Sale price 50c, fine cotton, round neck, buttoned front, neck, front and sleeves finished with narrow fine embroidery.
- CORSETS.**
\$3.00 C. C. Grace Corsets, Monday Sale price \$1.75 a pair, a fashionable model in finest French white coutil, very long back and hips, medium bust, four wide side steels, four extra quality garters, fine lace and draw cord in bust, a beautiful model for tall figures, sizes 18 to 26 inches.
- WHITE WAISTS AT SALE PRICES.**
Monday's Specials.
Embroidered Lawn Waists, long sleeves, good quality. Special price \$1.00.
Tucked Model, white lawn, tailored effect, pointed collar and cuffs. \$1.25.
Three beautiful styles, in embroidered lawn waists. Special qualities, \$1.50.
Tailored Shirt Waists, laundered collar, link cuffs, three distinct styles, fine quality lawns, \$1.50.
Beautiful Embroidered Lawn Waists, in extra fine qualities, several styles, long and short sleeves, \$1.50.
Several very special styles in white muslin, with \$1.75 and \$2.50. See them! Also a very new design in crepe muslin, with embroidered dot, at \$2.50.
- PAIR, FINEST CAMBRIC, WIDE UMBRELLA STYLE, CLUSTER OF TUCKS AND PLAIN WIDE FLOUNCE, WITH 1-2-INCH HEM, SIZES 23, 25, 27 INCHES, BOTH STYLES.**
- 90c Drawers, Monday Sale price 65c pair, fine cotton, cluster of small tucks and wide flounce of fine embroidery, sizes 23, 25, 27 inches, both styles.**
- 75c New Isabelle Skirt Drawers, Monday Sale price 50c pair, fine nainsook, wide ruffle, with insertion and frill of lace, both styles, lengths 23, 25, 27 inches.**
- \$1.25 and \$1.50 Drawers, Monday Sale price 85c pair, clearing three beautiful styles, fine embroidery or lace trimmed, plain or hemstitched lucks, all sizes, both styles, great bargains.**

Women's Winter Furs Reduced Monday for Stock-taking

NOW is the business time moment to think of buying Furs. January, the month of price reductions and stock clearances. No need to defend the quality of goods because prices are low. Stock-taking demands reductions.

- 10 only Battle French Seal Jackets, the standard length, 24 inches long, in new blouse style, collar and revers of fine Russian otter, lined with the best French dyed skins, lined throughout with fine seal brown satin; in three leading styles, regular price \$55.00, sale price \$37.50.
- 3 only Mink Mufflers, 46 in. long, made with full saque back from the best furred skins, suitable for street or carriage wear, lined throughout with good satin, regular \$70.00, sale price \$52.50.
- 3 only Battle Seal Jackets, 24 inches long, in new blouse style, collar and revers of fine Russian otter, lined with the best French dyed skins, lined throughout with fine seal brown satin, regular \$60, sale price \$41.50.
- Women's Driving Coats, 48 in. made from fine all-wool kersey, lined throughout, with reversed twill, deep storm collar and large revers of best western sable, regular price \$17.50, sale price \$12.50.

New "Specials" and Rich Dress Silks

Just the Silks that you want. The qualities far exceed the prices.
Rich Colored Satin Messaline Liberty, manufactured by the foremost manufacturer in Zurich, one of the most desirable of this season's silk fabrics, comes in the newest and scarce shades, also white and ivory. Special value, 85c yard.
Rich Black Duchesse Dress Satin, all pure silk, soft finish, rich shade of black, the correct weave and finish for the present styles. Special value, \$1.00 yard.
Rich Colored Crepe Meteer, soft clinging finish, fine dress quality, in the desirable tints of ciel, maize, pink, pearl, mauve, cream. Special value, \$1.00 yard.

The Mid-Season Hat

There is one hat that can be worn any day in the year—this one made of silk. We are filling our cases with some brand new 1909 styles, in black or white corded or taffeta silk, to sell at special January prices, from \$3.50, \$4.50 to \$6.50.

A Special Offer in Pyrographic Outfits for Monday

Stock-taking is near at hand. With our regular \$2.50 outfits we will include one Carving Set (six tools) for pyrographic carving. Regular price \$1.50; also one set of stains (six colors), regular price 50c. Total value \$4.50. Monday morning the three complete for \$2.50.
Our regular \$3.00 outfit, with carving tools and stains. Regular price \$5.00, Monday morning the three complete for \$3.00.
Our regular \$4.50 outfit, with carving tools and stains. Regular price \$6.50, Monday morning the three complete for \$4.50.
One hundred only—Come early—New Building.

Monday is Boys' Day in the Boys' Store

Mid-Winter finds most boys in need of a new suit. Here's our old-line suggestion. Let him take his best suit for school and get a new one for Sunday. That's a solution that has been proved in thousands of families. We are selling the nicest Sunday Suits for little boys very much reduced on Monday on account of stock-taking—American Suits, many of them, in the New York styles.

- SPECIAL SALE OF BOYS' HIGH-GRADE SUITS, REGULAR \$7.00, \$7.25 AND \$8.50, ON SALE MONDAY, \$5.00.**
- 60 only Boys' Fine Grade Suits, strictly high-class American models of the very latest design. The materials are the finest English worsteds and fancy tweeds, mostly in grey mixtures, some fancy checks. They are made in extreme double-breasted, New York style, neat fitting and dressy in appearance. Workmanship of the highest class order. Sizes to fit 8 to 16 years. Bloomer pants. Regular \$7.00 to \$8.50, Monday \$5.00.
- BOYS' SHIRTS AND UNDERWEAR.**
Boys' Necktie Shirts, laundered cuffs attached, best quality percale shirts, black and white and blue and white, figures, stripes and checks. Sizes 14 to 17. Regular 50c and 75c, Monday 35c.
Boys' "Health" Combinations, in pure ribbed natural wool and "Wooler" English natural wool, very soft, guaranteed unshrinkable, sizes 22 to 32. Regular to \$2.25 suit, Monday \$1.19 suit.
- BOYS' TOQUES.**
Boys' or Girls' Wool Toques, in the very fine quality wool, plain or honeycomb stitch. Regular up to 50c, Monday 25c.

Women's Overgaiters

Overgaiters are very fashionable this season. They make the ankles warm and comfortable. These two kinds were bought at a special price, which means a saving to you.
442 pairs of Women's Black Cloth Overgaiters, good workmanship, fine finish, all sizes. Worth 50c, on sale Monday 25c.
170 pairs of Women's 7-button Black Overgaiters, fine broadcloth, good workmanship, fine finish, all sizes. Worth \$1.00, Monday 70c.
Slipper Soles, made from thick lamb's wool, leather sole, sew on your own.

A Watch and Chain for 98c

A Watch and Chain, complete with charm, genuine American movement, stem winding and stem set, strong nickel silver case, chain of Arcadian silver, guaranteed to wear white throughout, an ideal workman's timekeeper. Regular value \$2.00, Monday 98c.

CHILDREN'S BOOTS.

- 300 pairs of Children's Boots, sizes 8 to 16-1-2, Blucher style, Dogskin goatskin patent toecaps. Special Monday 90c.
- Misses' sizes 11 to 3. Special Monday \$1.19.

- Special Double Wire Mantles, Monday, 2 for 15c.
- White Q Globes, Monday, 2 for 25c.
- Miller Night Latches, with flat steel keys, brass bit, knob and escutcheon, regular 50c, Monday 35c.
- Thermometers and Barometers, wood and tin case, Monday 10c.
- Solid Steel Hammers and Hatchets, regular 25c, Monday 15c.
- An assortment of Screw Drivers, Gas Pliers, Cork Screws, Hatchets, Hammers, Monday 15c.
- Fibre Pails, 3 quart, Monday 25c.
- White Enamel Pie Plates and Pudding Dishes, regular up to 20c, Monday 10c.
- White Enamel Pudding Dishes, Mixing Bowls, Wash Basins, etc., regular up to 50c, Monday 15c.
- Wax Tapers, regular 10c package, \$2.49.
- Scrub Brushes, regular up to 25c, Monday 15c.
- Wash Bowls, heavy tin, with flat or pit copper bottoms, sizes 8 and 9, regular \$1.45, Monday \$1.10.
- Linen Clothes Lines, 100 ft., regular 40c, Monday 25c.
- 60 feet, regular 25c, Monday 15c.
- Common Clothes Pins (6 dozen in package), per package 10c.
- Self-Wringing Mops, with cloth, Monday special 25c.
- Carving Sets, Stag Handles, Sheffield steel blades, Monday 60c.
- An assortment Bread, Cake and Butcher Knives, regular 25c, Monday 10c.
- Easy Clothes Wringers, ball-bearing enclosed cogs, rolls guaranteed for one year, regular \$4.50, Monday special \$2.49.