



TWICE-A-WEEK EDITION

VICTORIA, B. C., FRIDAY, FEBRUARY 3, 1905.

NO. 85.

RUSSIANS CONTINUE THEIR ATTACKS

REPULSED AT SEVERAL POINTS BY JAPANESE

Emperor Thanks Troops—Oyama's Tribute to Mischchenko—Togo Will Return to Ship on Friday.

Gen. Oku's Headquarters, Jan. 29.—Noon, via Fusan, an. 30.—(Delayed in transmission.)—Yesterday (Saturday) afternoon the Japanese began a fierce bombardment with artillery and musketry along the whole line. The fighting was kept up until midnight, and was resumed at dawn to-day, continuing until noon. The Russian reply was feeble. A movement of the Japanese left wing for the purpose of surrounding and cutting off the Russians in the neighborhood of Pokowtai is progressing slowly, as the resistance has been stubborn. Should the Russian force be cut off it will result in leaving Gen. Kouropatkin's right flank unprotected.

WERE DRIVEN BACK WITH HEAVY LOSSES.

Gen. Oku's Headquarters, Jan. 29, via Fusan Jan. 30.—(Delayed in transmission.)—Two divisions of Japanese troops attacked Pokowtai and drove four divisions of the Russians across the Hun River. Six hundred Russians were captured. The Russians are making a stand across the river. One Russian division made several attacks on Santatui to the east, but were driven back with a loss of over 4,000. The Japanese bombarded the entire Russian line. The Russians replied feebly, showing little activity.

EMPEROR INFORMED OF RUSSIAN FAILURE.

St. Petersburg, Jan. 30.—The Russian Emperor has been informed of the Japanese success in the Manchurian campaign. The Emperor is reported to be very pleased with the progress of the Japanese arms.

OPERATION ENTRUSTED TO THE SECOND ARMY, UNDER GENERAL GRIPENBERG.

The operation entrusted to the second army, under General Gripenberg, was the capture of Sandepas, which, once in Russian hands, would serve as a pivot for a flanking movement against Field Marshal Oyama, but Sandepas proved too hard a nut to crack, and the Japanese, taking advantage of the check of the Russians, hurried up their reinforcements and resumed the offensive on the Hun river, as well as along the railroad and the great Mandarin road. The Russians, however, appear to have been successful in repulsing all the Japanese attacks. Under the circumstances, General Gripenberg did not press the attempt to storm Sandepas.

TWO RUSSIAN GENERALS HAVE BEEN WOUNDED.

St. Petersburg, Jan. 30.—Lieut. General Gripenberg, commander of the second army, has telegraphed to Emperor Nicholas that the Russians have occupied Santatui. He also reports that Generals Mischchenko and Kondratovich are wounded.

RUSSIANS LEFT 1,200 DEAD ON THE FIELD.

London, Jan. 31.—2:13 p.m.—A dispatch to the Japanese legation from Tokyo, dated to-day, says: "Field Marshal Oyama, in reporting the wounding of Lieut. General Mischchenko, characterizes Gen. Mischchenko's attacks upon the Japanese flank as brave."

MANY WOUNDED REACH MUKDEN.

Mukden, Jan. 31.—(Delayed in transmission.)—Constant streams of wounded men are arriving here from the right bank, including Lieut. Gen. Mischchenko, who is in excellent spirits and is receiving visitors.

THE JAPANESE ARE AGAIN AGGRESSIVE.

Mukden, Jan. 31, via Piontsein, Feb. 1.—Commanding on the centre and right commenced again to-day. The Russian army has recaptured its old positions, having returned from Saschupu.

OIL REDUCED.

Pittsburg, Pa., Jan. 31.—The Standard Oil Company to-day reduced the price of all grades of crude oil. A reduction of three cents was made on high grades and two cents on the lower grades.

MORE BLOODSHED IN STREETS OF WARSAW

MANY PEOPLE WERE KILLED OR WOUNDED

Frequent Conflicts Between Troops and Police and the Strikers—Gloomy Outlook in Poland.

Warsaw, Jan. 30.—The number killed and wounded during the rioting here is estimated at 100. Out-of-door life in the city is at a complete standstill. All the restaurants, cafes and shops are closed. The strikers have been quieter since yesterday evening, but the strike continues in full swing.

MIKADO THANKS VICTORIOUS TROOPS.

Tokio, Feb. 1.—The Emperor has issued a receipt to Field Marshal Oyama's army thanking the troops for defeating a superior Russian force in the recent battle. Oyama, responding, says the troops fought desperately day and night in intensely cold weather.

THE ATTACK ON GENERAL OKU'S ARMY.

General Oku's Headquarters, Jan. 27, Noon, via Piontsein, Feb. 1.—(Delayed in transmission.)—After three months' inaction, there is now a prospect that the armies of Gen. Kouropatkin and Field Marshal Oyama will soon join in what may prove the greatest battle of the war.

NO FURTHER FIGHTING EXPECTED AT PRESENT.

St. Petersburg, Jan. 31.—The Associated Press telegrams from Manchuria do not indicate developments of importance since General Gripenberg abandoned the advance. The Japanese yesterday made a demonstration in the eastern district, but apparently it was not serious. The operations on the Russian right seem to have probably reached a stage where no further heavy fighting is expected at present unless the Japanese determine to follow up their counter-offensive movement, which is not likely in view of despatches from Mukden, showing the cold is more intense, thus rendering the movements of large bodies on either side well nigh impossible.

IS NEGOTIATING FOR BUILDING OF WARSHIPS.

London, Jan. 31.—Despatches from St. Petersburg repeat rumors of negotiations with German and American firms for the building of Russian warships.

RUSSIANS EMPLOYED HEAVY FIELD GUNS.

Tokio, Jan. 31.—Manchurian headquarters, telegraphing yesterday, report that in the fighting since January 25th at Liankaihan, Chenchiepao and Heikontai, the Russians left over 1,000 dead on the field.

ANXIOUS TO FACE CHARGES.

New York, Jan. 31.—Johann Hoch, of Chicago, who was arrested here last night charged with bigamy and wife abandonment after a search extending over the entire continent, told the officials at police headquarters to-day that he is anxious to return to Chicago at once. He wanted to face the charges against him in that city he said, and has no intention of opposing extradition.

THE FIRING INCIDENT.

Further Inquiry Into Shooting at St. Petersburg, Winter Palace.

STEAMER FLOATED.

Nantucket, Mass., Jan. 31.—The steamer Georgetown, which was driven ashore on the end of Great Point in the storm last week, was floated early to-day on the high tide. The tug I. J. Merritt released the steamer and towed her to Great Round shoal lightship, where bearings were taken for a run up the Sound. A hasty examination of the Georgetown revealed no damage as the result of the storm. The Georgetown is bound from Portland for Newport News.

PACIFIC COAST SALMON FISHERIES

DECISION REGARDING THE CLOSE SEASONS

Another Important Project for Vancouver Island—Hatchery to Be Built on West Coast.

Ottawa, Feb. 1.—Hon. R. Prefontaine met Senator Templeman and British Columbia members last evening, and informed them that he had decided to report to the cabinet in favor of a 36 hours' weekly close season for sockeyes, and also to close down during 1906 and 1908. He said that he wanted to give this answer to the delegation from Vancouver representing the canners.

EVIDENCE OF FISHERMEN

Regarding North Sea Affair Has Been Heard By International Commission.

Paris, Jan. 30.—The international commission inquiring into the North Sea incident at its session to-day heard two Swedish witnesses, Captain Johnson and Mate Stromberg, of the cargo boat Aldebaran. They both testified that a few hours preceding the firing on the British trawlers by the Russian squadron their boat was attacked in the North Sea by a strange warship, which fired many shots at the Aldebaran, but did not do her serious damage.

THE ORDER-IN-COUNCIL

The order-in-council regarding the close seasons passes the council to-day. It refers to sockeyes only, the wording of the order being the same as used in the act now before the Washington legislature.

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STRIKE PREDICTED.

Miners of Belgium Have Decided to Ask For Increased Wages.

GRAVE SITUATION.

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Advertisement for 'The Strong' Liver Oil, featuring a fisherman carrying a large cod fish. Text includes 'The Strong', 'Liver Oil', 'Equal to any other', 'BOWES', 'Near Yates St.', 'FOR SALE—\$1.35', 'The following is a gift:', 'February 27th, 1905.', 'With great regret your intention to leave the very best express our senseless. Your respectful and cheerful willingness to your power to be a choir, have not as a token of our love to you to accept of the choir, however you may be happy as may be choir of First BROWN, Choirmaster, HALL, Organist, WILSON, Secretary. by Mr. Brown. Thanks was tendered for their hospitality, and on their present raised the roof of applause. Dr. responded for after which the where in the "ee sma" "oors" the happy and ment. The men who had at explosion of a coming to George, was in the fine, come south will be remem- boat's crew was and Mr. Findlay. The treatment by exceeded in of the kind on grafted on to the body, and the people of to an almost

Advertisement for Dr. Price's Cream Baking Powder. Text includes 'DR. PRICE'S Cream Baking Powder', 'Made from Grapes', '45 Cents a pound can', '25 Cents a half-pound can', 'At all grocers', 'For fifty years Dr. Price's Cream Baking Powder has been the standard. It is the greatest aid to perfect household cookery. With least labor and trouble it makes all hot-breads, biscuit and cake of finest flavor; light, appetizing and wholesome.'







SURVEYED PASSES THROUGH ROCKIES

IS FEASIBLE FOR RAILWAY BUILDING

And Any of Them Could Be Double Tracked, Says A. S. Going, of Victoria.

A. S. Going, surveyor of the Grand Trunk Pacific railway, who with Mr. Jones, another surveyor of the same road, has been studying the character of the country leading to the approaches of the passes through the Canadian Rockies, is in Victoria. He has been here for the last week or so, and has been preparing his report.

Of course Mr. Going will not express an opinion on what he considers the most feasible route for the road, but he makes the statement which is probably not generally known that between the Yellowhead and Peace River passes, which are divided by about three degrees of latitude, there are seven passes, every one of which, in addition to the two named, are practicable for railway purposes, and that they will admit of not only two lines of track.

Starting from the Yellowhead and proceeding northward the passes met with are the Smoky River, the North Smoky, the Porcupine, the two passes of the Deer River, the Wapiti and Pine River. These passes are all within a day's travel of each other on snowshoes, and all lead to either the Fraser or Omineca countries.

To the east of the Rockies there is a gradual ascent. The country is all rolling hills or "bunch" land, with cottonwood, spruce, or poplar of a kind that is not found in the mountains, and which they found in that country and what they are accustomed to seeing here.

Westward of the summits and extending for a distance of from 55 to 75 miles, or possibly 100 miles in places, the country is very rough, hilly and rocky. Beyond this again railway construction would be comparatively easy, although on any route there may be difficulties in coming through to the coast. In this letter country, however, Mr. Going was not engaged, but he does not hesitate to say there is no part on the coast that can not be reached.

Which one would be selected as a railway terminus, he is unable to state, and doubted very much if a man in the north knew anything about this. He knew absolutely nothing about the plans of the company, although he has been frequently approached by people who have sought to get information on this matter. Surveyors have been working as far south as Bella Bella and possibly to Bute Inlet. Port Simpson, Tuck's Inlet and Ketchikan have all been inspected, but which of these would likely be chosen as a terminus he could not say. He doubted even if any has yet been decided on.

Mr. Going says that the fall of snow in the part of the country visited is from August 1st to September 1st it had not attained a depth of over one foot. The winter, however, had been looked upon as exceptional, in all parts of the northern country.

Early in August Mr. Going's party left Edmonton and proceeded by pack train to Lake St. Anne. Here they loaded the west to Jasper house at the opening of the Yellow Head Pass on the upper waters of the Athabasca. From Jasper House they turned northward, travelling among the foothills parallel to the main range of the mountains. At the post at Saskatchewan Lake in the Prairie country they outfitted and hurried westward, the summit of the pass, some eight miles from Saskatchewan Lake was reached in due time, and from there the party proceeded with only four pack horses till they struck the head waters of one of the branches of the Fraser. They travelled down the river to George, where dog trains were secured with which they traversed the ice down stream to Ascroft on the C. P. R., where the party broke up.

Mr. Going is of the opinion that the Canadian Northern Company, which is building through from Winnipeg, have not yet decided which of the passes named it will use. That company is pushing railway construction along the road to Edmonton at a remarkable rate. When he left Edmonton it was expected that the first grade line in the mountain town by next fall. They had reached a point 40 miles east of Edmonton, and were advancing work with great rapidity. Every workman in the country was engaged. As an illustration of the activity shown along the line it might be stated that at Battleford last summer 1,500 teams were employed. There was seemingly not an available laborer in the whole country.

Along the road from Calgary to Edmonton the C. P. R. are making such extensive improvements, and here, too, large numbers of men were engaged, so that it would appear that one of the most serious questions which will confront the Grand Trunk Pacific Railway Company in undertaking their huge enterprise will be the securing of the men necessary for the carrying of the undertaking through to completion.

The Canadian Northern, in the 400 miles of territory which it has yet to traverse before reaching Edmonton, have two large bridges to build, two over the Saskatchewan lake in the west, and the other over the Battle river. Improved structures, however, will be first built, and by the spring of 1906 it is fully expected that passenger trains will be running between Winnipeg and Edmonton over this new road.

The Grand Trunk line will be built between the Canadian Northern and C. P. R.

The oldest working clock in Great Britain is that of Peterborough Cathedral, which was made in 1220. It is the only one now which is wound up over an old wooden wheel.

NEWS OF THE PROVINCE

From E. Jacobs, who lately returned to Victoria after having spent six weeks in West Kootenay and Boundary districts, acquiring recent information relative to the mining and smelting industries in those parts of the province, the following notes have been obtained: Speaking generally, Mr. Jacobs found the mining industry in a more promising condition than for several years past. With better prices for some of the metals and the beneficial influence of the lead bounty, production in 1904 was larger than in either 1902 or 1903, with a reduction in mining and smelting costs in the Boundary has made it practicable to mine and treat lower grade ore than was possible at a profit during the earlier years of production in that section.

Boundary. The prevailing feeling in the Boundary was one of confident optimism, for not only were five or six low-grade mines being profitably operated, but the opening up of high-grade properties around Greenwood was giving employment to a comparatively large number of men, and four or five of the more developed, of the name, are practicable for smelting. It turns to their owners. The water advantage was occasioning some difficulty, but this was only temporary, the mines and smelters most affected by it being able to secure steam power until the flow of water in the main streams shall again be sufficient for the ordinary requirements of the power stations generating electricity in the district. The total output of ore from Boundary mines in 1904 was 1,000 tons, the largest production of any year since these mines commenced shipping, and about 140,000 tons increase over the production of 1903.

This large total, though, the Grassy Cone produced 550,000 tons and the B. C. Copper Company's Mother Lode, 175,000 tons. The Emma, with a production of 388,000 tons, and the Brooklyn-Stem-winder group, with about 25,000 tons, both showed a larger output than in any previous year, while the Oro Donora's production of some 15,000 tons was about equal to its output in 1903. The Rawhide, Mountain Rose and Senator together sent out between 88,000 and 90,000 tons, as against a total production in earlier years of less than 400 tons.

The high-grade mines about Greenwood produced about 1,500 tons of silver-gold-quartz ore of an aggregate value of more than \$100,000. The three smelters in the district were all in operation, and the capacity of them, the enlargement of the treatment capacity of the works was either in progress or being prepared for. The completion of the copper converting plant at the B. C. Copper Company's smelter, at Greenwood, was the most noteworthy addition made during 1904 to the ore-reducing facilities of the district. Other important additions to plant and machinery were made at the Grassy Cone, Brooklyn and Steamwinder, and Mother Lode mines.

The development of a number of claims producing high-grade ore and situated up the West Fork of Kettle River was proceeding satisfactorily, while in Franklin Fork, near the Port of the Kettle River, the McKinley group had been shown by most surface prospecting to be a most promising property, having large bodies of ore that, after the proper surface facilities will be marketable at a profit.

Rosland. At Rosland great disappointment was felt at the temporary closing down of the Rosland Power Company's concentrating mill, from which much had been expected in the directing of proving that a large portion of the lower grade ores of the Rosland mines can profitably be mined and treated. While this feeling was natural, there really does not appear to be good cause for uneasiness as to the future of the camp, for not only were there large bodies of ore, but a greater depth than during any previous year—the Le Roi having encountered a 5-ft. chute of \$20-ore at a depth of 1,450 ft., and the adjoining Centre Star and War Eagle mines having showings of ore in their lowest levels, equal in extent and average value to that met with nearer the surface—but straight water concentration was proved a success at both the Le Roi No. 2 and the Velvet-Fordland, while the Elmore oil process plant at the White Bear, operating under more favorable conditions than when tried at the Le Roi No. 2, gave promise of achieving results that would demonstrate, commercially as well as practically, its suitability to some of the low-grade tailings from concentrating mills in the camp. Further, it is probable that the addition of concentrating tables to the Elmore plant at the Rosland Power Company's mill at Trail, to treat the tailings from the coarse jigs after fine crushing and before cyanidation, will bring this mill up to the required standard of efficiency. It has been announced that these improvements will be made next spring, and it is confidently anticipated that the mill will thereafter prove a commercial success.

The Le Roi mine last year produced about 132,000 tons of ore, bringing its aggregate production for all years up to about 1,100,000 tons. The difficulties it experienced in the early part of the year have been overcome and for several months the mine has been making good profits. On September 1st the managing director, A. J. O'Millan, became general manager of the Le Roi Company, J. W. Astley general superintendent, and A. I. Goodell general superintendent at the company's smelter at Northport, W. S. Bugh chief accountant, and J. H. Crovorum mine superintendent. The outlook for the mine, with all its officials working harmoniously together and zealously for the best interest of the company, is now better than for years. The best of bodies of ore are available at great depth than had been looked for before his time was the result of the operations conducted under the direction of the late general manager, S. F. Parrish, now of Salt Lake City, Utah.

The Centre Star and War Eagle mines together produced about 141,000 tons of ore in 1904. The greater part of this was smelted at the Canadian Smelting Works, Trail, only 9,000 to 10,000 tons having been treated at the Rosland.

Power Company's mill. In December it was announced that E. B. Kirby, who for several years had been in charge of these mines, had resigned the general management. Kirby recently he was succeeded by Jas. Cronin, long known as manager of the largest silver-lead mine in the province—the St. Eugene at Moyle, East Kootenay—the management of which he retains as well. The aggregate production of the Centre Star and War Eagle mines to the end of 1904 was about 611,000 tons having a gross assay value of about \$8,800,000. Most of this ore was produced while Mr. Kirby was general manager, so that he leaves Rosland with a very creditable record in this connection.

The Le Roi No. 2 shipped, about 23,000 tons of ore, chiefly to the Greenwood smelter, and milled some 12,000 tons that was of too low a grade to stand freight charges. Development of this mine was continued westward, in which direction the company has much new ground from which it is expected a large quantity of ore will be extracted. No underground work was done at either the Velvet-Fordland mines last year, but the mill erected there, beside which 100 tons of ore were treated, the water advantage was occasioning some difficulty, but this was only temporary, the mines and smelters most affected by it being able to secure steam power until the flow of water in the main streams shall again be sufficient for the ordinary requirements of the power stations generating electricity in the district. The total output of ore from Boundary mines in 1904 was 1,000 tons, the largest production of any year since these mines commenced shipping, and about 140,000 tons increase over the production of 1903.

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The high-grade mines about Greenwood produced about 1,500 tons of silver-gold-quartz ore of an aggregate value of more than \$100,000. The three smelters in the district were all in operation, and the capacity of them, the enlargement of the treatment capacity of the works was either in progress or being prepared for. The completion of the copper converting plant at the B. C. Copper Company's smelter, at Greenwood, was the most noteworthy addition made during 1904 to the ore-reducing facilities of the district. Other important additions to plant and machinery were made at the Grassy Cone, Brooklyn and Steamwinder, and Mother Lode mines.

The development of a number of claims producing high-grade ore and situated up the West Fork of Kettle River was proceeding satisfactorily, while in Franklin Fork, near the Port of the Kettle River, the McKinley group had been shown by most surface prospecting to be a most promising property, having large bodies of ore that, after the proper surface facilities will be marketable at a profit.

Rosland. At Rosland great disappointment was felt at the temporary closing down of the Rosland Power Company's concentrating mill, from which much had been expected in the directing of proving that a large portion of the lower grade ores of the Rosland mines can profitably be mined and treated. While this feeling was natural, there really does not appear to be good cause for uneasiness as to the future of the camp, for not only were there large bodies of ore, but a greater depth than during any previous year—the Le Roi having encountered a 5-ft. chute of \$20-ore at a depth of 1,450 ft., and the adjoining Centre Star and War Eagle mines having showings of ore in their lowest levels, equal in extent and average value to that met with nearer the surface—but straight water concentration was proved a success at both the Le Roi No. 2 and the Velvet-Fordland, while the Elmore oil process plant at the White Bear, operating under more favorable conditions than when tried at the Le Roi No. 2, gave promise of achieving results that would demonstrate, commercially as well as practically, its suitability to some of the low-grade tailings from concentrating mills in the camp. Further, it is probable that the addition of concentrating tables to the Elmore plant at the Rosland Power Company's mill at Trail, to treat the tailings from the coarse jigs after fine crushing and before cyanidation, will bring this mill up to the required standard of efficiency. It has been announced that these improvements will be made next spring, and it is confidently anticipated that the mill will thereafter prove a commercial success.

The Le Roi mine last year produced about 132,000 tons of ore, bringing its aggregate production for all years up to about 1,100,000 tons. The difficulties it experienced in the early part of the year have been overcome and for several months the mine has been making good profits. On September 1st the managing director, A. J. O'Millan, became general manager of the Le Roi Company, J. W. Astley general superintendent, and A. I. Goodell general superintendent at the company's smelter at Northport, W. S. Bugh chief accountant, and J. H. Crovorum mine superintendent. The outlook for the mine, with all its officials working harmoniously together and zealously for the best interest of the company, is now better than for years. The best of bodies of ore are available at great depth than had been looked for before his time was the result of the operations conducted under the direction of the late general manager, S. F. Parrish, now of Salt Lake City, Utah.

The Centre Star and War Eagle mines together produced about 141,000 tons of ore in 1904. The greater part of this was smelted at the Canadian Smelting Works, Trail, only 9,000 to 10,000 tons having been treated at the Rosland.

rich silver ore. On Woodbury Creek the Baltimore and Pontiac were both worked and made small shipments.

The South Fork of the Kaslo creek is an important section of the Ainsworth district, having the Clark, Province, Montezuma, Bismarck, Black Fox and other properties in its neighborhood. The Silver Star, which has been about completed the erection and equipment of a 100-ton concentrator for its Clark mine, on which there is an ore body known to be at least 70 feet wide with outcrops visible having yet been reached in crosscutting. The ore in sight has been variously estimated at from 150,000 to 250,000 tons. The Province, owned by Kaslo men, has big sheets of ore, like those being opened up on the adjoining Clark property—large quantities of concentrating ore with bunches of clean shipping ore scattered throughout. The Bismarck, situated near the Clark and Province, has a vein containing 200 lbs. of silver to the ton, and also a vein of 8 feet of carbonate ore was made between Nos. 1 and 2 tunnels. A dozen or more other claims in the vicinity showing up well on being prospected.

In Whitewater camp, the Whitewater was worked under lease last year and shipped ore, as also did the adjoining Whitewater Deep. A consolidation of these two mines, under one management, is being considered. The Echo and Amada group and the Jackson mines are other good properties in this section.

At Pease Lake, near the divide between the Ainsworth and Slocan divisions, the Empress, Silver Glance and Jo Jo yield rich silver ore in small quantities, but lots giving unusually high values. The Pease Lake vein, which is the largest high grade zinc vein yet opened in the British North America. About 45,000 worth of zinc ore and concentrate were sold lately, the sale taking place just at the time when the output of the largest transaction of this kind ever entered into in British Columbia, which is only now beginning to utilize its zinc resources on a commercial scale.

Nelson. In the Nelson division, which includes Ymir, there was fair progress last year. About the city of Nelson, the Grandin, Poorman and Silver King mines were worked under lease with profit to the lessees. The Athabasca-Venus mines produced rather more than 7,000 tons of gold quartz, which is valued at \$60,000 and \$70,000. The June was further developed and announcement was made of the company's intention to erect a stamp mill on the property next spring, but it is probable that work will be found more advantageous to arrange with the Athabasca-Venus Company to treat June ore at its mill rather than expend a lot of money unnecessarily. The acquisition of plant and machinery at the Forty-Nine creek by the Reliance Mining & Milling Company was one of the features of the year. Nelson. This valuable property is being equipped with a 60-horse power mill, which will be ready for operation by spring. There are at least 60,000 tons of ore blocked out ready for stowing in the May and Jennie mines.

About Kootenay Lakes. The resumption of operations at the Molly Gibson, near Kelowna, and the opening up of promising prospects on Le France creek, which flows into Kootenay lake a few miles below Crawford bay; the taking up of the bond on the Bayoune group, situated near Summit creek, the old Dewdney trail west of Kootenay lake, and the further development of this property, and the equipment of the Alice mine, near Creston, all these properties being in the Nelson division, were included in last year's progress.

Ymir and Erie. In the Ymir, Erie and Salmo sections of Nelson division, the most noteworthy events were the output of about \$170,000 worth of ore by the Ymir mine, which gives promise of again returning to the level of a profitable development of the Wilcox mine, which has been the addition of ten more stamps to the 4-stamp mill previously in use; the striking of 10 feet of good ore on the Foghorn, among others, were in active operation, and added considerably to the year's district ore production for the year. The Monitor and Ajax Fraction expended a deal of money in surface equipment and in erecting buildings for a concentrating plant, but did little work in its mines during the year.

About New Denver and Silverton the Mollie Hughes, Hewitt, Comstock, Wakefield, Fisher Maiden and Rockland mines were in active operation, the latter property being operated by Philadelphia men—were most prominent last year in this section in either development or production, or both.

In the Slocan City division the Otawa mine, owned in part by Pa, took the lead, producing about 1,300 tons of ore, which yielded something like 250,000 ounces silver. It was claimed that the receipts from this ore paid the purchase price of the property and all development work and improvements, beside returning \$49,000 profit to the owners. The Enterprise was operated under lease with results that encouraged the lessee to plan the opening up of the mine at a lower level by driving a 900-foot shaft. The Pioneer Mining Company consolidated the Black Prince, Two Friends and Bank of England groups, and did development work that blocked out about 1,200 tons of ore, which is now being shipped to the smelter. Between 20 and 30 men were employed for a while on the Choptan, which was worked under lease, but late accounts are to the effect that work has been suspended here, on account of there being no ore in sight to keep the mill running. About twenty other claims in this division also did some work and shipped small quantities of ore, while in the Slocan division a larger number did likewise.

Ainsworth division. The Highland, at Ainsworth, milled 14,000 tons of ore and shipped to the smelter the resultant product, some 2,000 tons of concentrate. Shipments ceased at the end of August, and the mill has not since been run, but 25 men have been employed doing development work. This mine would not have been operated at all last year had it not been for the aid received from the lead bounty. Development work was done for a time on the Highland. At the No. 1 mine the upper workings were leased by a few men, who took out some

granting of the lead bounty was marked, for the resumption of work at the St. Eugene mine, at Moyle, the construction of an aerial tramway to connect the Sullivan Group mine with the Kimberley branch of the C. P. R., and the remodelling and completion of the Sullivan Company's lead smelter at Marysville, were direct results of the assistance obtainable from this source.

The St. Eugene mine is the largest producer of lead ore in British Columbia, but owing to low prices for lead and difficulty in finding a market for it, production was suspended at this mine from the summer of 1901 until last year. Since resuming work last May about 3,900 linear feet of development work was done up to the end of the year, much of this at the 1,000-foot level. Several developments exposed large quantities of ore in parts of the mine where its occurrence was not looked for. One such find was made at the 1,800-foot level, where a vein of ore 14 feet wide and averaging about 30 lbs. of lead and 20 ounces silver per ton was discovered. This and the large chutes of ore opened up on the 1,000-foot level added considerably to the known value of this mine, which is now shown to have ore in quantity at a greater depth than is usual for clean ore to be met with in lead mining. Production during 1904 was about 73,000 tons of milling ore, which yielded some 15,000 tons of silver-lead concentrate. The output of about 800 tons of crude clean ore were shipped to the smelter. The mine's total production of lead last year was about 21,000,000 pounds, and of silver nearly 342,000 ounces. The output would have been larger but that owing to the dry season the water supply was so short as to have necessitated running the mill only half time during four months, August-November. A pump having a capacity of 2,500 gallons per minute has since been obtained and auxiliary steam power has been provided, so that the mill will not in future be entirely dependent upon the ordinary water power.

While no work was done last year in the Sullivan mine, which on the whole calculation has in sight between 300,000 and 400,000 tons of low grade silver-lead ore, there was a large output on the tramway and smelter preparatory to resuming work on the mine. It was calculated that the ore output of this mine will be on a scale that will increase the total production of lead in the province by about one-third.

In the North Star mine, which had been regarded as worked out, the stockholders had authorized the disincorporation of the company owning it, several comparatively small deposits of high grade ore were opened up last year, and 750 tons of silver-lead ore were shipped to the smelters. In view of this outlook for development it is now hoped that other and larger chutes of ore will be discovered and the life of this mine—the oldest producer of lead ore in the East Kootenay—will be accordingly prolonged.

Several properties in the Windermere division shipped ore last year, among them the Paradise and Dolphin. The Lead Queen group, described as one of the most promising low grade lead properties in Northeast Kootenay, and which a lead ore lode has been traced through seven claims, is likely to be taken up by outside capitalists this year. The Crow's Nest Pass coal fields the Crow's Nest Pass Coal Company, the only organization in Southeast Kootenay that contributed to the coal and coke production of the province last year. Its gross production was about 744,000 tons of coal, of which 210,000 tons were consumed in Canada as coal, 162,000 tons exported to the United States, and 366,000 tons made into coke. The coke production was 244,000 tons, of which 18,800 tons were shipped to the United States. The company expended about \$250,000 in permanent improvements and additions to plant and equipment, the output having been in small quantities compared with other properties. The bond had to be spent in small directions.

The Crow's Nest Southern Railway, generally known as the Great Northern, of which American transcontinental railway it is a branch from Jennings, Montana, to Swinton (Morrison Junction, B. C.), has lately been extended to Fernie, and gives the Crow's Nest Pass Company's coal and coke a second railway to the United States. Heretofore only its Carbonide colliery (Morrison mines) had railway connection with the States independent of the C. P. R., but now Coal Creek coal and Fernie coke can be exported to Washington, Idaho, and Montana without having to make freight arrangements with two railway companies. As the biggest market for Crow's Nest coal is developing in those states, additional transportation facilities thus provided are of much importance to the Crow's Nest Pass Coal Company.

Mr. Jacobs heard little about the Flathead country, except that a surveyor claimed to have ascertained that a wagon road would have heavy grades could be built to that section from Fernie. No reliable reports were obtained as to developments in coal or oil nor could any information be gathered showing that much actual work was being done in that part of the district.

Outlook for Zinc. The outlook for zinc mining appeared to be improving. There was general disappointment, though, among those chiefly interested, at the seeming indifference of the Dominion government about this important question. The Associated Silver Lead Mines, Associated Boards of Trade of Southeastern British Columbia and Provincial Mining Association had all made representations to the government, urging the appointment of a zinc specialist to report on the zinc resources of the province, markets for zinc ores and other associated matters, but nothing definite had resulted. It is still hoped, however, that the government will do something in this direction, especially as a recent development, more indicated than it may be practicable to build up a zinc mining industry of considerable value to the Slocan particularly and the province generally.

First Officers. The Skylark Development Company, Limited, has elected its first officers. Those selected were: President, A. B. Hodes; vice-president, B. R. Boudier; secretary-treasurer, A. E. Hoad; general manager, C. B. Smith, jr., all of whom are residents of Phoenix. The directors consist of the above and Charles D. W. S. Macy and H. A. Wright. David Whiteside is solicitor for the company. Thus far the syndicate, which has only recently acquired the property, has been able to meet all expenses, including the payment on the bond, and have a comfortable balance, and the mine looks better to-day than when it was taken hold of.

Superintendent Resigns. Carl E. Davis, superintendent of the Centre Star and War Eagle mines, has handed in his resignation to the management, the same to take effect February 15th. Mr. Davis is leaving Rosland to take the management of the Lancaster group of mines at Krugerfontein, South Africa. The property is owned by A. Goetz & Co., a well known London firm of mine operators. The Lancaster is one of the deeper level properties on the Rawhide, 11 miles west of Johannesburg. It is equipped with 120 stamps, and employs about 1,000 men, mostly Chinese and Kafirs.

It is five years since Mr. Davis assumed his present position. Mr. Davis will make a brief visit to Colorado, after leaving the camp and will sail for South Africa about March 1st. General Manager Cronin, of the Centre Star and War Eagle, was asked if he had arranged for a successor to Mr. Davis. He replied that no announcement had been made for the present, but that the new superintendent would be ready to take the position as soon as it is vacant.

Le Roi's Earnings. "For the month of December the Le Roi Company is reported to have earned \$28,000 over all expenses," says the Rosland Miner. "For the month of November the earnings were \$34,000. The company has been earning substantial profits every month since last June. Taking one month with another for the last half year, it is safe to say that the Le Roi has netted an aggregate profit of nearly \$150,000. This is a remarkable record showing for the mine, considering what it has to bear in the loss of not having a larger tonnage of custom ore to treat with its own product at the Northport smelter. It is the opinion of a number of well-informed people that had the output of the Le Roi for the last six months been smelted in conjunction with all the other ores of the Rosland camp, the Le Roi Company would have saved another \$150,000, despite its own limited output since July 1st."

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Riches of Lardeau. John Mackenzie is back from a trip to the Lardeau, where he has been interested for the last three years in Lardeau Valley Mines, Limited, on Tenderfoot creek, says the Spokesman-Review, of Spokane. The annual shareholders' meeting was held here last Monday, and the new directors elected are as follows: J. C. Heald, Racine, Wis.; Col. W. N. Davis, Chicago, secretary; J. H. Smith, F. A. Chase, John T. Day, and F. R. Finkelson, all of Spokane. The new officers are: Colonel W. N. Bryton, president; D. H. Smith, first vice-president; J. C. Heald, second vice-president; John Mackenzie, secretary; and F. A. Chase, treasurer. Said Mr. Mackenzie:

The company owns 11 claims, aggregating about 225 acres, one mile from the Canadian Pacific main line at Tenderfoot creek. They are crown granted. There are two main veins, known as the John L and the Lisa veins. In the No. 1 level we are working in the John L vein, 11 feet of concentrating ore in the Lisa vein in 12 feet of concentrating ore. It averages about \$11 a ton unconcentrated. In the No. 1 level we have three feet of solid high grade ore which will average over \$50 a ton and five feet of concentrating ore.

"Six miles to the south of our group is Poplar creek. To the north of us a few miles is the I. X. L. group, lately bought by Colonel Bryton for \$30,000. The bond has been taken up by himself and parties interested with him in the East. Half a mile north of the I. X. L. group is the Metropolitan group, formerly known as the Triana, and a mile or so from the latter are the noted Silver Cup and Nettie L mines, which have large mills and tramways in operation. The Metropolitan group last summer shipped a large amount of ore which netted \$135 a ton.

"We have made an excellent showing for the work done and money expended. Though we have only expended on the property a little over \$100,000, we have 100,000 tons of ore available. Our net of the company \$5.25 per ton, and every foot of work now being done is in ore, which is getting better all the time as the mine is advanced. We are drifting on the John L and the Lisa veins on level No. 2, and by the time the present contract for work is completed, which will be May 1st, we will have about 300,000 tons of good ore available. The proposition is a very economical one from all points of view; in fact, it is an ideal mining proposition; the veins are exceptionally large, and there is abundance of water power and timber.

"We propose to erect milling and concentrating works at the mouth of Tenderfoot creek to treat our ores, in conjunction with the ores of the Handy mine, one mile and a half up the railroad track, in which I am also interested. The handy mine has about the same amount of ores as the John L ready for treatment, and is another bonanza property, and the ores of the two properties are similar in character. The one plant would thus be made to serve both properties, which would also be an economical proposition.

"I recently returned from a trip East, where the most of our shares are held. I have found that people like British Columbia laws, as there is less possibility for expensive and protracted litigation in connection with mining properties over there than there is on this side of the line.

"I consider the Lardeau to be the most promising field for the mining investor to-day. It had 12 mines waiting to ship when the Canadian Pacific railway branch was built up Lardeau valley. High grade ores and large veins with great depths are the characteristics of the Lardeau country, which I believe will shortly be recognized as the richest mineral district of British Columbia."

Test Contractor. Rosland dealers have been furnished by the Le Roi Company with specifications for the supply of about 125,000

feet of timbers for a concentrator which, if built, will be erected at or very close to the mine.

The Le Roi people make no secret of the fact that they are asking for tenders, but they deny that they are ready to proceed with the immediate construction of a mill. The company has certain plans for concentration which it desires to test thoroughly. The process is of a nature that does not admit of the satisfactory use of either the water mill or the silica works still further south. It is strictly a water process, and the structure now under contemplation would not have a capacity of more than forty or fifty tons a day, it being only intended for experiment.

A FEW WORDS TO THE NEW COMMISSIONERS

Might Begin Their Term by Passing a Resolution on Gambling and Enforcing It.

Victoria's board of police commissioners for the year 1905 will be identically the same that presided over the department for the last twelve months, namely, Mayor Barnard, chairman, Ald. Goodacre and Geo. S. Russell. This is along the line of the general expectation, and therefore causes no surprise. It is quite likely that an extra of the Provincial Gazette will be issued this afternoon announcing the appointments as well as those of the new board of licensing commissioners—Ald. James A. Douglas, J. S. H. Matson, and, of course, the Mayor. Now that the police commissioners are about to enter upon their duties it is worth while urging upon them to begin their annual deliberations by passing one very important resolution that should be pasted in the bottom of their hats, so they won't forget it. That is to make a better job of the suppression of gambling than they did last year. In former years the anti-gambling cry has been loudly raised just before the municipal elections, but no attempt was made to make the matter an issue in the last aldermanic contest. But, nevertheless, the evil existed as rampant as ever, and everybody knew it, particularly those who dropped their hard-earned shekels in a futile and foolish attempt to "get rich quick" at the various games in operation. A number of instances of young men who had narrow escapes from absolute ruin, and others who, so lucky, were seriously compromised, have cropped up from time to time, but as the cases never came to the attention of the Criminal code, nothing was done or said.

The Criminal code gives a pretty definite description of gambling, and no gambling hunt can possibly be protected from the administration of the law by any formality, even though it be an act of incorporation.

Wonderful, indeed, is the extent to which the "benevolent Societies Act" is often stretched, but no reasonable person will believe for an instant that the application of that enactment renders a gambling hell immune from the law. It would be interesting to test such a proposition in the Supreme court. As far as Chinatown is concerned, it is much more difficult to stamp out gambling; in fact it is impossible. Chinamen will gamble on the toss of a coin, or as long as they play among themselves and their places are not conducted so as to make them a perpetual invitation to the youth of this city, no great harm would ensue even if it were found impossible to totally wipe it out. The whole question is up to the police commissioners.

PRESENTED WITH CARE. Fellow Employees of Firm of M. R. Smith & Co. Honor Peter Oakes.

On severing his connection with the firm of M. R. Smith & Co., Peter Oakes was presented with an ebony case with a solid sterling silver head. This presentation was made by the male employees of the firm. For 20 years Mr. Oakes has been connected with the firm, and during that time has won the respect of all the employees. The following address accompanied the present:

Gentlemen (I am sorry I can't say Ladies and Gentlemen)—But to the inquisitorial, or to those who might feel inclined to ask the question: How and why were the girls not with us in this movement? My answer is this, it was no fault of theirs, for they were as anxious to participate, but the glibness of a number of the young men repudiated the idea, claiming that there were men enough to carry out the scheme without calling on the girls for help; but I do assure you their hearts and sympathies were, and are, with us, and, if so, how more do you want? Now, gentlemen, permit me to remark further that no event since the death of Mr. M. R. Smith, the founder of this business, can be compared to this, so far as events relate to this factory. Mr. Peter Oakes, the gentleman we have met here to honor, has for nearly 20 years been the constant and faithful employee of this establishment, and during all those years he has, so to speak, held in the hollow of his hand the lives of scores of men and girls; but up to the day of his resignation no one could say that he was over the cause of the loss of one half of their heads.

MARKET PRICES FOR THIS WEEK

SUGAR AND FLOUR REMAIN UNCHANGED

Oranges Are a Little Lower—Otherwise There Are Practically No Alterations in List.

The markets this week indicate that a stable condition has been reached. Sugar and flour which for some time have been a disturbing element on the market have not advanced any, and merchants are hoping that no further advance in price will follow.

There has been a lowering of price in oranges, and the Japanese variety has practically left the market.

In other departments the prices remain the same as last week.

Table listing market prices for various goods including sugar, flour, and other commodities.

Table listing market prices for various goods including oil, coal, and other commodities.

Table listing market prices for various goods including wheat, oats, and other commodities.

Table listing market prices for various goods including vegetables, fruit, and other commodities.

Table listing market prices for various goods including meat, poultry, and other commodities.

Table listing market prices for various goods including fish, dairy, and other commodities.

Table listing market prices for various goods including eggs, butter, and other commodities.

Table listing market prices for various goods including cheese, honey, and other commodities.

Table listing market prices for various goods including oil, sugar, and other commodities.

Table listing market prices for various goods including flour, meal, and other commodities.

Table listing market prices for various goods including beans, lentils, and other commodities.

Table listing market prices for various goods including rice, corn, and other commodities.

Table listing market prices for various goods including other food items and supplies.

Beef, per lb. 11.00
Mutton, per lb. 11.00
Pork, per lb. 11.00
Honolulu Pine, per doz. 3.00
Pears (table), 1.25
Pears (cooking), 1.00
Bananas, per bunch 3.00
Lemons, 3.00
Oranges (navel), 2.00
Oranges (seedling), 1.85
Oranges (Seville), 1.85
Dry Figs, per lb. 40
Chestnuts, per lb. 10
Walnuts, per lb. 15
Grape Fruit, per box 2.75
Spanish Grapes, per lb. 20

DEPPED IN JOY WATERS. Many Victorians Met With Misfortune While Skating at Colwood Lake Yesterday.

"Be careful, that ice is dangerous." This warning was heard by the expectant crowd that thronged the banks of Colwood Lake yesterday afternoon after the 3 o'clock train. It was W. Wales, whose property includes the stretch of water so tempting to skaters during the winter months, who vainly attempted to keep everyone off the treacherous ice. A few, however, listened to his advice, and soon the lake was covered with enthusiasts, utterly oblivious to their danger.

It was not long before they were reminded of the frailty of the frozen crust. Ominous cracking sounds were heard, and a few of the more cautious made for the shore. J. W. Ambury went through with a crash at this spot, and he was pulled out, dripping, but otherwise none the worse for his unpleasant experience.

Lake of Wood, per bushel 1.75
Okanagan, per sack 1.75
Omineca, per sack 1.75
Moose Jaw, per sack 1.75
Moose Jaw, per bbl. 6.75
Excelsior, per sack 1.75
Excelsior, per bbl. 6.75
Oak Lake, per sack 1.75
Oak Lake, per bbl. 6.75
Hudson's Bay, per sack 1.75
Hudson's Bay, per bbl. 6.75
Sudbury, per sack 1.75
Sudbury, per bbl. 6.75
Esterly Flour, 5.75
Snowflake, per sack 1.50
Snowflake, per bbl. 6.75
O. K. Best Pastry, per sack 1.40
O. K. Best Pastry, per bbl. 6.75
O. K. Four Star, per sack 1.40
O. K. Four Star, per bbl. 6.75
Drifted Snow, per sack 1.40
Drifted Snow, per bbl. 6.75
Three Star, per sack 1.40
Three Star, per bbl. 6.50

It is estimated that about two hundred left Victoria yesterday morning and afternoon for Colwood. In the forenoon the skating was all that could be desired, but, as many discovered, the ice was decidedly dangerous in the afternoon.

WOMEN'S AUXILIARY.

The Regular Meeting of the Society Transacted Considerable Business.

The Women's Auxiliary of the Provincial Royal Jubilee hospital at its meeting on Tuesday transacted considerable business. The secretary read a report of the assistance rendered by the committee since the last meeting, and in the course of it suggested that the sewing committee should meet on Fridays, commencing February 10th, so as to dispose of the work before the opening of the season.

A communication was read from Capt. Cockburn, of Work Point barracks, offering to devote to the hospital the net proceeds of an entertainment which is to be given by the officers of the garrison and friends early in February. It was suggested by Capt. Cockburn that it should be devoted to ambulatory chairs. Capt. Cockburn and those associated with him were thanked for their generous offer.

A letter was received from the secretary of the Trades and Labor Council stating that the question of the allotment of a room at the hospital to be occupied by the committee had been settled satisfactorily.

It was decided that the Women's Auxiliary would affiliate with the Local Council of Women.

A committee consisting of Mrs. Rocks, Robertson, Mrs. Stuart, Robertson, Mrs. Dalby, Mrs. Rhodes, Mrs. Harold, Robertson and Mrs. Hasell was appointed to confer with the board of directors with respect to the children's ward.

The sewing committee was called to meet on Friday, February 10th, and two convenors appointed for the session—Mrs. Pigott and Mrs. Albert Griffiths. Purchasers were appointed for the quarter as follows: Mrs. Bickford and Mrs. Machin, and visitors for the month, Mrs. Thomas Watson and others. Mrs. Bickford and Mrs. Croft each volunteered to make up three dozen pillow cases at home.

Before adjournment the president made a strong appeal on behalf of the Anti-Tuberculosis Society.

The meeting adjourned until Tuesday, February 28th.

CHEMISTS' NOTES.

Chemists, Jan. 31.—The French ship Greenven will complete loading a cargo of lumber for London, England, this week. This is the only vessel loading at the V. L. & M. Co.'s mills at present, but the mills are running ten hours per day preparing stock for the Northwest and Manitoba markets. The company have now piled in their extensive yards upwards of ten million feet of lumber of this trade, and also have a large amount of dressed lumber in their large stock sheds. If the government sees fit to place a duty on rough lumber coming in from the States, it will give a great impetus to the trade of the Island mills.

The V. L. & M. Co. have just completed an extensive water system to their plant. A ten-inch main has been laid from Fuller's lake to the mill, with four-inch main throughout the lumber yards, standard hydrants being placed at regular intervals. All the company's dwelling houses have connections, giving the employees an ample supply of water, which will be a great convenience. The installation of this system has cost in the neighborhood of \$10,000, the whole amount of which has been disbursed in the province, as the pipe used in the system was manufactured by the Canadian Pipe Co. of Vancouver.

J. McGuire was sentenced to-day by Magistrate Barclay and Hill to three months with hard labor, for supplying liquor to Indians.

IS CHRISTENED URUSUS KERMODEI FOR ESQUIMAULT

A NEW BEAR NAMED AFTER LOCAL CURATOR COMMENCES THIS WEEK

World of Science Introduced to Stranger From Animal Kingdom—How It Came to Light.

Tuesday afternoon the Times in the course of a report of the regular meeting of the Natural History Society referred to an entirely new species of the bear kingdom which had been found in the Nass River country—a creamy white skinned little quadruped which was known to science until the efforts of Frank Kermode, curator of the provincial museum, and Professor Hornaday, director of the New York Zoological Society, brought it to light. In honor of Mr. Kermode the bear has been named after him, Ursus Kermodei, which is no mean distinction for the local naturalist at the hands of the scientific world.

The New York Evening Post has this to say of the newly discovered animal: "William T. Hornaday, director of the New York Zoological Park, has prepared an account of a white bear recently discovered in British Columbia, which will be incorporated in the forthcoming annual report of the Zoological Society. His description is in part as follows: 'On November 1900, while making an examination of the skins of North American bears that were to be found in Victoria, B. C., the writer found a very strange specimen in the possession of J. Boscowitz, a dealer in raw furs. The skin was of a creamy white color, and very small. Mr. Boscowitz reported that it had come to him from the Nass River country, and that he had previously received a number of similar skins from the same locality. Although this skin was of small size, and had been worn by an animal no larger than a grizzly cub one year old, its well-worn teeth and claws were a full size. Believing that the specimen might really represent a new ursine form, it was purchased, and held for corroborative evidence. . . . Four years ago, while on a collecting expedition in the region drained by the Nass and Skeena rivers, and further evidence regarding the white bear of British Columbia was secured. At last, however, the efforts of Francis Kermode, curator of the provincial museum at Victoria, have been crowned with success, in the form of three skins in a single lot. They represent three very distinct localities about 40 miles apart. The four specimens now in hand are supplemented by the statements of reliable persons regarding the white bear of the coast. It has been handled and seen by them, and were known to have come from the same region. . . . The teeth of these specimens show unmistakable evidence of the grizzly bear. There is not the slightest probability that albinism is rampant among any of the known species of bears of North America; and it is safe to assume that these specimens do not owe their color to a continuous series of freaks of nature. There is no escape from the conclusion that a hitherto unknown species of white bear, of very small size, inhabits the west-central portion of British Columbia, and that it is represented by the four specimens now in hand. In recognition of his successful efforts in this respect, these specimens, and the new species is named in honor of Francis Kermode—Ursus Kermodei.'"

The New York Press says: "Ursus Kermodei, that is the Latin name of the new bear which has been discovered in the New York Zoological Society, tells about in his latest report. He is a creamy white, yet not a polar. He comes from British Columbia and was discovered by Mr. Hornaday in 1900. . . . The director does not believe in rampant albinism among bears, he started an investigation, and after four years found a distinct species of inland white bear in the region drained by the Nass and Skeena rivers. In his work he was assisted by Francis Kermode, curator of the provincial museum at Victoria. In recognition of his successful efforts in obtaining these specimens, the director has named the new species in honor of Francis Kermode—Ursus Kermodei.'"

The new institution in Esquimault is to be known as the Empire cannery. Its equipment will include a number of buildings, which it is intended to have built. When all has been completed and in operation the cannery will doubtless prove a considerable attraction, the treating of which will be a good thing for the region. The various other processes they go through before being placed on the market are all matters which engage the attention, and which the owners will be pleased to have those interested in respect.

With reference to the question of the recent decision of the Dominion government in closing up the Fraser river and Skeena rivers during 1900 and 1902, Mr. C. P. Todd, who has been in charge of the protection of sockeye salmon, but differed with some as to the best means of carrying this out. Continuing he said that the closed rivers would handicap development on Vancouver Island, and that had his firm not already contracted for cannery supplies, building material, etc., they would have been about going on with the cannery.

Winnipeg News. Winnipeg, Feb. 1.—The King Edward hotel at Stoughton, N. W. T., near Arrow Lake, was destroyed by fire last night. Loss \$10,000.

Stony Mountain penitentiary is crowded, there being 184 convicts confined there. A fine, solid, new brick addition was built last year by contract with 64 cells, and foundations were laid for another wing with accommodation for 150 more.

Mrs. Robert Moore, of St. Charles, near this city, succumbed to a coal oil stove. She was the victim of a gas explosion.

W. S. Becker, for the past thirty years with the Hudson's Bay Company, has been appointed manager for Manitoba of the Royal Trust Company.

Police Chief Wounded. Odessa, Feb. 1.—Near the police station here to-day Chief of Police Givens was shot in the right shoulder. The wound is not serious.

THE CITY AND ITS WATER SUPPLY

Mayor Barnard Hands The Times Statement Regarding the Agreement With the Electric Tramway Company.

Says the Proposal Provides for Additional Revenue for the City—Reasons for Negotiating With the Railway Company—Text of the Agreement.

In view of the vital importance to this city of the water question, the Times feels bound to shed as much light upon it as possible. Wednesday a reporter of this paper called upon Mayor Barnard, who handed out for publication the much talked of "secret agreement" between the city and the B. C. Electric Railway Company, and also the agreement between the railway company and the Esquimault Waterworks Company, for the purposes of comparison. His words also said: "As Mr. Lubbe, in his recent letter published in the Colonist and Times, has made some very unfair insinuations against me, I would like to shortly state the facts which led up to the execution of the agreement made between the city and the B. C. Electric Railway Company. . . . 'Early last year the railway company obtained a record of the water at Shawinigan lake, from which fact it became obvious that it and the Esquimault Waterworks Company were not pulling together. This seemed to me to be a favorable time for the city to acquire the Goldstream water if they had any rights in connection with it, as they had been advised by the city solicitor. The first step taken was that counsel were requested to advise the corporation as to their legal position. Messrs. Davis, Bodwell and Taylor were asked to give their opinion. This was given, and is distinctly in the city's favor. . . . 'It then became important to consider ways and means. Supposing we acquired the Goldstream water could the corporation finance the proposition without placing too heavy a burden upon the ratepayers? . . . 'We know that the tramway company was paying a large sum of money to the Esquimault Waterworks Company for the use of the water for power purposes, and we also knew that there was a good deal of friction between the two companies. . . . 'It was also obvious that if we could succeed in binding the tramway company to take water from us in the event of our acquiring the works, we could obtain a revenue that would be a great help towards financing the project. . . . 'The main reason, as we understood it, that the tramway company was thinking of taking water from Shawinigan lake was that the Esquimault Waterworks Company was asking such a price for water that the former company was unable to supply electricity to consumers at a reasonable price. A notable instance of this was the case of the cement works, in which the Cement Company, after finding out that it could not obtain power from the tramway company, struck a record at Sooke lake, and we were informed, prepared to install its own plant, rather than pay the price. . . . 'Therefore any agreement that we could make with the tramway company meant a reduction in the price of the water to that company. . . . 'This price agreed to be paid by the tramway company to the city at the rate of consumption for 1904 would give to the city a revenue from this source of about \$16,000 per annum, while if the cement works contract was secured a further revenue of \$5,000 would be available. This consumption is constantly on the increase, the amount of water used by the tramway company having doubled since 1900, and the cement works plant having been largely increased in December last. . . . 'It seemed to the city council that if in submitting to the ratepayers a scheme involving the expenditure of a very large sum of money we could show them that we had the assurance of an increase of revenue amounting to probably enough to pay a third of the interest and sinking fund required to pay off the loan, the proposal would be much more likely to commend itself to them. . . . 'In my opinion, and in that of the council, it was a matter of the first importance that this revenue should be secured. What the works will cost we cannot say until we hear from the expert appointed to examine into the matter. It must, however, cost a very large sum of money, probably \$1,000,000, or \$1,250,000. Taking it as a million dollars, we must find annually for interest and sinking fund about \$250,000. This means that we must find an additional revenue somewhere, about five mills on the dollar increase on the real estate tax. This is a heavy burden to ask the property owners to assume. Therefore I say it was of paramount importance that we should acquire the water from the Esquimault Waterworks Company by purchase or expropriation from the Esquimault Waterworks Company, or, in the event of failure to purchase or expropriate, to acquire the water from the water under such paramount right. . . . 'And whereas the corporation claims to have, or to be able to obtain, a paramount right to the use of the water of Goldstream and its tributaries, and has undertaken to acquire the water of the Esquimault Waterworks Company by purchase or expropriation from the Esquimault Waterworks Company, or, in the event of failure to purchase or expropriate, to acquire the water from the water under such paramount right, and whereas the corporation has agreed with the corporation that in the event of the corporation acquiring the use of said water, either by purchase or otherwise, that the company will take from the corporation water for the purpose of generating electricity and power upon the terms and conditions hereinafter mentioned. . . . 'And whereas differences have arisen between the Esquimault Waterworks Company and the company as to the

carrying out of the said agreement, and the company have applied for and obtained a record of seven thousand inches of water for power from the Shawinigan lake, and have expressed their intention of taking from the said Shawinigan lake, all water required by them over and above the said daily minimum quantity of four million gallons. . . . 'Now this indenture witnesseth: 1. The corporation will proceed immediately to acquire the right to use the water from the Goldstream river and its tributaries, in one of the three following manners, hereunder referred to as A, B and C. (a) By acquiring the undertaking of the Esquimault Waterworks Company, either by purchase or by expropriation. . . . (b) By obtaining the right to take and use all the waters of the Goldstream river and its tributaries as the same now exist, and which form the present source of supply of the Esquimault Waterworks Company, but without acquiring the undertaking of the said company. . . . (c) By obtaining a right to a portion only of the waters of the Goldstream river and its tributaries. . . . 2. In the event of the corporation acquiring, taking and using all the waters of the Goldstream river and its tributaries under A or B of clause 1 hereof, the corporation agrees to supply to the company and the company agrees to purchase from the corporation all the water that may be required by the company for the purposes of its undertaking, and that can be supplied from the now existing state of development of the source of supply. . . . 3. If the waterworks company agreed to reduce its price to the tramway company, where would the city be? The city would have no means of compelling the tramway company to reduce its price from and with its record at Shawinigan would have been in a position to dictate terms to the city. Therefore we had to tie the tramway water we could bring to negotiate with the waterworks company, and that is what has been done. . . . 'The agreement binds the tramway company to take all the water it may use for power purposes and to pay a specified sum for it. It is only binding on the city when passed by the property owners, and there is no provision in it whereby the tramway company can compel the council to submit to it. The property owners, so it rests entirely in the hands of the city as to whether it shall ever become binding. It is, however, binding on the company, and the council, which the council may require within six months from the time within which such right under C of clause 1 hereof is finally determined notify the company that it declines to construct the necessary pipe lines and reservoirs to convey such water to the company's power house at Goldstream, and thereupon the company may continue to take all its water from the Esquimault Waterworks Company as heretofore. . . . 4. Should the corporation fail to obtain the right to take and use the Goldstream waters under either A or B or C of clause 1 hereof within six months from the date of this agreement, the company shall not be bound to take any water from the corporation, but the corporation shall not be liable in damages or otherwise in event of failure to obtain said right. . . . 5. The corporation agrees to deliver the water to the company under a minimum head of five hundred feet, but no change shall be made in the present head of the water except with the consent of the company. . . . 6. The quantity of water to be supplied under the provisions of this agreement shall be calculated as follows: \$1,000 per million per year; reduced . . . 7. The corporation shall not be bound to take any water from the corporation, but the corporation shall not be liable in damages or otherwise in event of failure to obtain said right. . . . 8. 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water to be supplied under this contract in a sufficient pipe or pipes which shall be carried by the corporation to the northwest boundary of the land already demised to the company by the Esquimaux Waterworks company, and in such convenient position as shall be approved by the company and be there received by them.

10. The water supplied by the corporation to the company shall, after having passed through the water works, be conveyed to the power house or power houses, to and belong to the corporation, and be discharged into a reservoir, reservoir pipe, flumes, ditch or aqueduct, to be supplied, maintained and kept in repair by the corporation, so as to prevent any flooding or injury to the company's power house or power houses, workshops, machinery or other property, and such water shall, when returned and discharged at the outside of the power house or power houses, be of the same degree of purity and cleanliness (having regard to the purposes and use for which the water is supplied) as it was when received from the corporation in the water wheels or water motors at the said power house. And the company shall, consistent with the said use thereof, use every reasonable and proper precaution to prevent such water from being contaminated or injuriously affected in any manner.

11. The company shall pay to the corporation for the use of the water to be supplied under this contract the following rents, namely: Eight thousand dollars per annum for the first four million imperial gallons supplied or tendered daily, whether the same shall be used or not; the sum of one thousand seven hundred and fifty dollars per annum for the fifth and six million gallons; the sum of one thousand five hundred dollars per annum for the sixth one million gallons; the sum of one thousand two hundred and fifty dollars for the seventh one million gallons; the sum of one thousand dollars for the eighth one million gallons, and the like sum of one thousand dollars for each and every one million gallons over and above the eighth one million gallons. Provided that when a portion of a unit of one million gallons over and above the said four million gallons shall be used, the rental shall be apportioned accordingly at the rate of eight cents per gallon, but not in excess of the sum of one thousand dollars, under the recited deed of the 25th of September, 1897, take the minimum quantity of four million gallons from the Esquimaux Waterworks Company, payment for water supplied by the corporation shall be made on the sale by this clause provided applicable to water supplied above the minimum of four million gallons. Such rents shall be paid quarterly on the first days of February, May, August and November in each year, the first payment to be made on such one of the first quarterly days as shall arrive after the corporation shall have given good and paid by way of corporation to the company, and until so paid shall carry interest at the rate of six per cent. (6 per cent) per annum from the date when the same was extended and disbursed to the date of the repayment, and such work shall be done under the supervision of and to the reasonable satisfaction of the city engineer.

12. The company shall during the continuance of this agreement have the free right to take and use from the water supplied by the corporation such water (not exceeding ten thousand gallons daily) belonging to the corporation, to be required for domestic purposes in and about the power houses, workshops and other buildings erected and standing on the lands now demised to the company, and in the event of the company deeming it advisable and commercially profitable to further develop the sources of the Goldstream water supply, or to establish another place of delivery, downstream of the water already supplied to the company, and at a lower head, then the corporation agrees to supply to the company and the company agrees to purchase from the corporation all such additional water as the company may require, and for such additional water the company shall pay to the corporation on the same days and in the manner hereinbefore described, as follows:

For each million gallons delivered daily at the present head of water at the rate of one thousand dollars per million imperial gallons delivered daily, and for each million gallons delivered daily at a reduced head of water at a rate to be calculated as under: 754 feet head—\$1,000 per million imperial gallons daily per year; reduced head, x—new price.

14. In the event of the corporation supplying water to the company under the provisions hereof, the company hereby covenants that it will not take or purchase water from any person or corporation other than the corporation, or from any source other than Goldstream and its tributaries until the supply of water developed by the corporation from such source is exhausted.

15. In case the said corporation shall at any time during the continuance of this agreement from any cause whatever, except hereinafter mentioned, cease to supply or omit, neglect or refuse to allow the company to receive all the necessary water in a proper and effectual manner (unless such omission or cessation shall be caused by the acts of the company or its employees) for effectually operating and continuously maintaining its power machinery, and which the company is entitled to have supplied in accordance with the provisions of this contract, the rents payable under this agreement shall forthwith cease to be payable until the proper supply shall be again restored to the company, and the corporation shall forthwith pay to the company the sum of one hundred and fifty dollars (\$150) for each day of cessation (unless the cessation is produced by acts of God, lightning, earthquakes, inevitable accident or the King's enemies) as and for liquidated and ascertained damages for such cessation, and not as a penalty; in the event of the cessation referred to in this clause continuing for a longer period than any one occasion than twenty-one



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days or recurring within an interval of three months, the company may thereupon determine this contract, without prejudice to any claims by the company against the corporation for damages in respect to any breach of any of the covenants and conditions herein contained and to the right of the company to recover any sums due and payable to the company from the corporation, but the corporation shall not be liable for damages caused by shutting off the water for the purpose of examination, repairing, maintaining or clearing the pipes, valves or attachments belonging to the corporation, nor be liable to pay the aforesaid sum of one hundred and fifty dollars per day during such examination, repairing, maintaining or clearing as aforesaid, provided that at least seven days' notice be given by the corporation of its intention to shut off the water for the purposes aforesaid, but in no case shall the water be shut off for more than four hours at any one time nor shall excess of one day's notice be given any one year, and when notice is given by the corporation of its intention to shut off the water for the purposes aforesaid, the company may designate the hours most convenient for the company, during which such examination or repairs as aforesaid may be performed.

16. In the event of a cessation in the supply of water referred to in clause 15 hereof through damage or injury to the plant or works from any cause, it shall be lawful, but not incumbent upon the company for the purpose only of acquiring the water to be supplied by the corporation under this contract to enter upon the said lands and premises or such of them as may be necessary for the purpose and to complete the necessary repairs to the said works and any other additions and improvements to the same, and to renew and repair the same and to do all other acts and things necessary for said purpose, and the cost incurred by the company in the exercise of the above powers shall be deducted from any rent or other money which shall be payable to the corporation, and the same shall not be sufficient to pay for the work done and paid by way of corporation to the company, and until so paid shall carry interest at the rate of six per cent. (6 per cent) per annum from the date when the same was extended and disbursed to the date of the repayment, and such work shall be done under the supervision of and to the reasonable satisfaction of the city engineer.

17. The corporation shall not at any time during the period of twenty-five years from the date of this agreement sell or dispose of any of the waters of Goldstream river and its tributaries to any person or persons or corporation or body politic other than the company, or use the said waters themselves to generate electricity or electric power for the purpose of sale, unless and until the company in writing takes up all the water power and rights in and to the same, and some other power. Provided always that the temporary use by the company of its steam power or any other power during alterations or repairs to plant or machinery belonging to the corporation, or the delivery to or any cessation of the water to be supplied under this contract shall not be deemed to be a user of other power for the purpose of this clause.

18. At the expiration of said period of twenty-five years the corporation shall have the right to dispose of such water as the company shall not then use or be willing to purchase.

19. This agreement is made for a term of thirty-five years, and at the expiration of the said term the corporation shall have the right, having given two years' notice in writing to its intention in that behalf, and provided that the corporation, or the company shall have become the owner in fee simple of the land on which the power houses, machinery and appliances of the company are situated, to take over by purchase from the company its said power houses, machinery and appliances at a price to be agreed upon, or in case of difference to be then the value thereof as shall be fixed by arbitration, all proper and reasonable deductions to be made for wear and tear and depreciation. And until the corporation shall have given such notice and same shall have expired, this contract shall be continued. Provided that at the expiration of the said term of thirty-five years and of every ten years thereafter during which this contract shall exist the price at which the corporation is to supply water shall be readjusted, and in case of failure by the parties to agree as to such price the same shall in every case be settled by arbitration. The notice to be given by the corporation of its intention to take over such power houses, machinery and appliances, shall be a notice given not less than two years or of the time hereinafter fixed for a readjustment of the price of water.

21. If any question or difference shall arise between the parties hereto or their respective representatives touching the present or the construction, meaning or effect of any clause hereof, or the rights, rents or obligations of any person or persons under or as to any other matter in any wise arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration of three persons, one to be nominated by each party to the arbitration, and the third to be appointed by writing under the hands of the two so-nominated before the reference is proceeded with, and the decision of any two of the arbitrators shall be binding. If either party shall refuse to nominate an arbitrator, or if either party shall refuse to accept an arbitrator within seven clear days after the one party shall have appointed an arbitrator and served a written notice upon the other

party requiring him to appoint an arbitrator, then upon such failure the party making the request and having himself appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference, and his award shall be binding upon both parties as if he has been appointed by consent. And these presents shall be deemed to be a submission to arbitration within the provisions of the Arbitration Act or any then subsisting statutory modifications thereof, or re-enactments thereof. And the said arbitrators or any two of them shall have and may exercise all the powers conferred on arbitrators by the Arbitration Act, or any then subsisting statutory modifications thereof or re-enactments thereof.

22. Any notice to be given under this agreement by the company to the corporation shall be deemed sufficiently given and such notice if delivered at the office of the corporation, or any notice to be given to the company by the corporation shall be deemed sufficiently given and served if delivered at the office of the company in Victoria.

23. In the event of any of the before mentioned propositions for supplying water by the corporation to the company being carried out the company hereby gives to the corporation the right or option of taking all power for the lighting of the streets of the city and the buildings of the corporation at the rate of one and a half (1 1/2) cents per kilowatt hour, such power to be supplied to the city at the present electric light station of the corporation.

24. This agreement shall be read as extending to and be construed as extending to the respective successors and assigns of the said parties hereto, and such successors and assigns shall be entitled to all the rights and privileges hereunder as well as subject to all the obligations contained in this agreement.

25. This agreement, after the same has been duly executed by the company, shall be embodied in a by-law of the city, the object of the adoption of the same being to incorporate, but shall not come into force until after the said by-law has received the assent of the ratepayers of the city of Victoria in accordance with the provisions of the Municipal Classes Act.

26. It is hereby expressly agreed and understood that (and all clauses in this agreement shall be subject to this clause) the signature of the corporation hereto shall create an obligation binding upon the corporation in any manner whatsoever, unless and until the provisions of this agreement shall have been duly ratified and approved by the ratepayers of the said corporation, as evidenced by a by-law duly passed in that behalf.

In witness whereof the corporate seal of the corporation of the city of Victoria has been affixed hereto, and the British Columbia Electric Company have caused these presents to be executed by their duly authorized agent in that behalf, G. H. BARNARD, Mayor.

27. This Indenture made the twenty-fifth day of September, A. D. 1897, Between The Esquimaux Waterworks Company, a Company incorporated under the provisions of an Act of the Legislature of the Province of British Columbia, 48 Vic. C. 20, and having its principal office situated in the City of Victoria, in the Province of British Columbia (and hereinafter called the "Water Company"), of the one part; And The British Columbia Electric Railway Company, Limited, being a Company incorporated under the Companies Act, 1862 to 1893, having its registered office situated at Nos. 1 and 2 Great Winchester street, in the City of London, England, and registered under the Companies Act, Part IV "Registration of Foreign Companies," of the City of Vancouver, in the Province of British Columbia (and hereinafter called the "Railway Company"), of the other part.

Whereas the Water Company, under the provisions of its act of incorporation and of an amending act, 55 Vic. C. 51, has appropriated, acquired and diverted the waters of the Goldstream river and its tributaries, and constructed and erected waterworks for the delivery and supply of water under and in accordance with the rights, privileges and stipulations given by and contained in the said acts.

And whereas the Railway Company are, under various acts of the Legislature of the said Province, and under a certain agreement entered into with the corporation of the city of Victoria, dated the 20th November, 1888, confirmed and ratified by 57 Vic. C. 68 of the acts of the Legislature of the said Province, operating the street railway and supplying electric light and power within the city of Victoria and the surrounding district.

And whereas the Railway Company are, under various acts of the Legislature of the said Province, and under a certain agreement entered into with the corporation of the city of Victoria, dated the 20th November, 1888, confirmed and ratified by 57 Vic. C. 68 of the acts of the Legislature of the said Province, operating the street railway and supplying electric light and power within the city of Victoria and the surrounding district.

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13. In the event of the Water Company failing to supply water to the company under the provisions of this contract, the company shall be entitled to take and use from the water supplied by the corporation such water (not exceeding ten thousand gallons daily) belonging to the corporation, to be required for domestic purposes in and about the power houses, workshops and other buildings erected and standing on the lands hereby demised and agreed to be demised, and also a right of way sixty-six feet wide from the Railway Company's line to the power house to the public road or to the E. & N. railway line, the location of the said right of way to be approved by the Water Company, with the right to the Railway Company to cut any timber on either side of the centre of the same right of way for such a width as, in the opinion of the Railway Company, will be necessary for the protection of their poles, posts, electric and tramway wires stretched thereon, and also the free right to cut, haul, take and use all timber, lumber, stone or other materials on, in, from or under all those pieces or parcels of land known as sections three and four of the Goldstream district for the initial erection and construction of their pole lines and works.

14. In the event of the Water Company neglecting at any time to supply the water hereby covenanted and agreed to be supplied in accordance with the provisions of this contract, or neglecting or refusing to supply the additional water in accordance with clause two hereof, or in the event of the Railway Company failing to supply water to the company under the provisions of this contract, the company shall be entitled to take and use from the water supplied by the corporation such water (not exceeding ten thousand gallons daily) belonging to the corporation, to be required for domestic purposes in and about the power houses, workshops and other buildings erected and standing on the lands hereby demised and agreed to be demised, and also a right of way sixty-six feet wide from the Railway Company's line to the power house to the public road or to the E. & N. railway line, the location of the said right of way to be approved by the Water Company, with the right to the Railway Company to cut any timber on either side of the centre of the same right of way for such a width as, in the opinion of the Railway Company, will be necessary for the protection of their poles, posts, electric and tramway wires stretched thereon, and also the free right to cut, haul, take and use all timber, lumber, stone or other materials on, in, from or under all those pieces or parcels of land known as sections three and four of the Goldstream district for the initial erection and construction of their pole lines and works.

15. The Water Company shall not at any time during the continuance of this agreement sell or dispose of any of the waters of Goldstream river or its tributaries to any person or persons or corporation or body politic (other than the Railway Company), or use the said water themselves for the purpose of generating electricity or electric power for the purpose of sale (but this shall not in any way interfere with the statutory obligations of the Water Company now existing), unless and until the Railway Company in lieu of taking up all the water it is entitled to take under this contract uses some other power, provided always that the use by the Railway Company of its steam power pending any arrangement for the delivery to or any cessation of the water to be supplied under this contract shall not be deemed to be a user of other power for the purpose of this clause.

16. In the event of the Railway Company neglecting to complete and have in successful commercial operation the necessary works to utilize the water contracted for under the provisions of this contract within two months after the water shall have been first supplied or tendered by the Water Company, or within such further time as may be agreed upon, or if the Railway Company shall, during the said term, neglect to pay the rent hereby reserved or any part thereof which shall have become due and payable on the date appointed for payment thereof, and be in default in payment thereof for the period of two months, it shall be lawful for the Water Company, or any of them as may be necessary for the purpose of completing the same, to enter upon and take possession of such of the Water Company's works, lands, materials, machinery, timber, stone and premises, or any of them as may be necessary for the purpose of completing the same, and to do all other acts and things necessary for the purpose of supplying them, and enabling them to take and receive continuously all the water agreed to be supplied to them

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A 25c. Bottle for a Simple Cold.  
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When Dr. Leonard, of Enoch, Neb., gave Anti-Pill to the world he had unbounded faith in the treatment, but he did not foresee the world-wide and wonderful results it is now achieving in the cure of disease.

Here is the story of another Anti-Pill victory:

"For many months I have been troubled with dyspepsia, dizziness, indigestion, and a general feeling of weakness. I had lost much of the time from constipation, and was unable to do my household work. I had tried every kind of pill and medicine that either the doctors or myself could think of, and finally tried Anti-Pill. This treatment has practically made a new woman of me. I am able to do all my own work. The dizziness has all gone, my stomach feels such better, and I am no longer troubled with constipation. I cannot praise Anti-Pill too highly."

Mrs. Thos. Tabb, 287 Emerald street, Hamilton, Ont.

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TENDERS FOR CITY SUPPLIES OPENED

AND REFERRED TO VARIOUS COMMITTEES

Legislation Sought to Settle Songhees Indian Reserve—Sea Encroachments on Cemetery.

Tenders were opened at Monday's weekly meeting of the city council for the usual corporation supplies. Among other important matters receiving the attention of the civic solons was the Songhees reserve question, and a report from a special committee regarding the encroachment of the sea on Ross Bay cemetery.

The council did not sit until 8:30. Ald. Hall being alone on hand in the council chamber at 8:15 p. m. In the order of business the first communication read was from the secretary of the British Columbia Agricultural Association, asking for the names of the councillors who will act on the executive of that association this year.

On motion of Ald. Oddy the old members were reappointed.

E. T. Lory applied for the position of janitor of the new library. Laid on the table.

Miss Agnes Deans Cameron made application for any surplus books left over from the old library for the South Ward school. Tabled.

The city clerk of Revelstoke enclosed a copy of a resolution that certain property in the city be not registered. The letter was received and filed.

E. J. Benay, city clerk of Fernie, forwarded a copy of resolutions passed by the council there and asking that the Municipal Clauses Act be amended. Referred to legislative committee for report.

R. Chapman reported that a milk ranch on Lansdowne road was proving a nuisance. Referred to sanitary officer for report.

City Clerk Dowler reported that the following communications had been received since the last meeting of the city council, and referred to city engineer for report:

Mrs. J. Luney, asking that a sidewalk be laid down on Queen's avenue, north side.

W. D. Adams, calling attention to the unsanitary condition of the open ditches along the George road.

Mrs. Jessie Cameron, asking that a crossing be laid on Fort street, opposite the Redmond theatre.

Chris. J. Low, renewing request for a sidewalk on the north side of Niagara street, between Carr and South Turner streets.

H. A. Ross, directing attention to the condition of Kingston street, James Bay, between Oswego and Menzies streets.

A. Brakes, desiring the extension of the sidewalk on Shakespeare street northward.

L. N. Anderson, re sidewalk on Maple street.

W. D. Scovell et al, requesting that certain improvements be made to Dudley avenue in the way of removing the brush therefrom, and the avenue be put in passable condition, and that a drain be constructed along the east side of said avenue.

Received and filed.

The city engineer reported that he had authorized an improvement to a drain on King's road at a cost of \$200. Approved.

The sanitary officer and building inspector reported as follows:

Victoria, B.C., Jan. 30th, 1905. To His Worship the Mayor and Board of Aldermen:

Gentlemen—We would respectfully report on the condition of the following buildings:

First—A shed at the rear of lot No. 107, block 3, and facing Blanchard street, assessed in the name of Mr. George Stealy.

Second—Shed and barn on the rear end of lot 108, block 3, facing Johnson street; also a large shed on the rear of lot 90, block 3, facing Johnson street. These two lots are assessed in the name of Mr. S. T. Styles.

Third—Three old one-story buildings on the rear of lot 572, block 3, facing Yates street, assessed in the name of Mr. R. Hall.

Fourth—Two 2-story frame buildings, with sheds and outhouses in the rear, on parts of lots 422 and 423, block 2, facing Broad street; assessed in the name of Mrs. Esser Estate, and Messrs. Heisterman & Co. as agents.

Fifth—1 1/2-story frame building on the south part of lot 658, block U, facing Broad street, and assessed in the name of the Metropolitan Estate Co., Messrs. Lee & Fraser, agents.

All of the above being in the fire limits.

Sixth—An old 1-story frame building on lot 13, block 2, Christ Church Trust, and facing Victoria Crescent. Assessed in the name of J. B. Johnson, and Messrs. Parberson & Sons as agents.

Seventh—A row of old cabins on lot 10 of section 5, and facing the Burnside road; assessed in the name of Messrs. Coughlan & Mason. Messrs. Bridgman as agents.

These two properties being outside the fire limits.

All of the above mentioned buildings are in such a dilapidated and unsanitary condition that they have become a nuisance, and, in our opinion, they fully come under section 80 of the Municipal Clauses Act and should be removed.

JAMES WILSON, Sanitary Inspector.

WM. W. NORBECOTT, Building Inspector.

The owners will be requested to show cause why the buildings should not be destroyed.

Geo. Glover and other property owners of Fort Vancouver, who have been petitioned to an alley between these streets and Hillside avenue, which the petitioners requested should be put in good condition. Referred to city engineer for report.

A. R. Sisk and other corporation employees who had been engaged on sewer work, asked that the septic tank be started in Rock Bay. Referred to city engineer for report.

Hattie McKewen asked that St. Louis street be planned in a state of repair. Referred to city engineer for report.

Tenders for groceries, cordwood and other supplies were opened as follows:

For cordwood, John W. Speed and Josiah Bull, \$5.10 per cord; John Pierce, \$5.25. The former tender was accepted.

For hauling coal—John Hagerty, \$1 per ton, to North Dairy pumping station, 50 cents to the Yates street station; Jones & Rosie, 97 1/2c; and 40c; Part & DeVerne, 95c, and 40c. The latter tender was accepted.

For bricks—Baker Bros., \$7 per thousand; Jennings, \$6.75 and M. Humber \$6.45.

These, with numerous tenders for other supplies, were referred to committee after being opened.

The cemetery committee reported that a portion of the property facing the sea had been carried away, and recommended that the city engineer be asked to report on the best method for preventing further encroachments of the sea. Carried.

The same committee recommended that the charges heretofore imposed for the burial of pauper Indians be not enforced. The recommendation was based on a letter from A. W. Vowell, of the Indian department complaining of the high charges.

Ald. Stewart considered that the request did not look good coming from the department.

Ald. Oddy said there was no such man as pauper Indians. They were all wards of the government.

Ald. Fullerton pointed out that there had been very few, and the committee thought it was unfair to charge for pauper Indian graves and not for other pauper graves.

Ald. Fell thought that those in the Indian office had time to burn to write such letters.

Referred back to the committee.

The Home for the Aged and Infirm committee recommended the admittance of Joseph Rely to the institution.

The finance committee recommended the payment of accounts totalling \$1,465.55. Adopted.

Ald. Hanna moved as follows:

That whereas the corporation is advised by the city barrister that in order to effect a settlement of the Songhees Indian reserve question it is necessary that legislation should be passed by the Dominion parliament authorizing a disposition of the rights of the Indians, whether in esse or in futuro, and also that legislation be passed by the legislative assembly of the province authorizing a sale of the land free from encumbrances.

Therefore be it resolved, That the corporation of the city of Victoria humbly requests the Dominion and provincial governments to bring in legislation accordingly.

The mover said that after considering the matter, he thought that this was the proper method for settling the reserve question. The Indians would never be of use according to the law, and the Dominion government was the party which should take the initiative in dealing with them.

Ald. Hall thought it rather strange that the Dominion government should refer the matter to the provincial government if it came within the former's sphere to deal with it.

Ald. Fell said it would be no good if the Indians did go. Nothing could be done with the land until proper legislation was obtained, and this would have to be in a kind of triangular shape.

The motion carried.

The motion of Ald. Goodacre that the Municipal Assessment Act for 1904 was again adopted.

Tenders for carbons will be called for at once.

The Yates Street Debutante By-Law, 1905, was then finally passed, and the council adjourned.

CHURCHES WILL BE ASKED TO HELP

IN FIGHT AGAINST THE WHITE PLAGUE

Anti-Tuberculosis Society Held Regular Meeting Yesterday and Discussed Matters of Importance.

The Anti-Tuberculosis Society held a meeting in the city hall Monday afternoon. There was a fair attendance, and the members manifested great enthusiasm in the work of the organization. Mrs. Roche-Robertson presided.

Dr. Fagan advised the asking of the various clergymen of the city to do what they could towards co-operating in fixing a Sunday to be called the Tuberculosis day. One that day special attention could be called to this subject. The benefits from this would be very great. He moved in this direction.

Rev. A. Ewing was in accord with this. He said that the subject would be brought up at the next meeting of the Ministerial Association. He lamented the fact that so little was known with respect to this disease. It was the duty of the churches to aid in this work. He pointed out a difficulty in taking up collections. He advised having envelopes prepared and forwarded to the churches to be used for taking up the contributions to the fund.

It was decided to ask the churches to take this action.

Dr. Fagan during the course of the meeting drew attention to the fact that the society was not for ladies alone. Gentlemen were asked also to join.

Dr. Fagan mentioned that there was a false impression prevailing with respect to consumption. The teaching which had been so long in vogue that the disease was hereditary had done much in this way. It was a fact, however, that consumption was not hereditary, was given by the patient to the healthy subject. Knowing this, the public could be assured that they never needed to contract consumption. It was the duty of the society to do what it could towards enlightening the public on this subject. He proposed that a series of lectures, say one each month, should be given under the auspices of the society. He proposed that these should be given by the doctors of the city before the school pupils. He suggested the appointment of a committee to take this subject up. By means of these lectures the public could be instructed in what steps to take to avoid the contraction of the disease and the cure of it, if effected.

A committee was appointed to take this subject up.

The president advised approaching the city council with the purpose of asking for the enforcement of the by-law respecting spitting. The other women's societies might also take similar action.

Dr. Fagan speaking to this, said that there was a great deal of misunderstanding with respect to this habit. It was unnecessary to spit. Dr. Fagan said: "Why did men spit when women did not?"

"They chew tobacco," interjected one of the ladies present.

Dr. Fagan said if spitting could be stopped a great advance could be made in fighting consumption.

It was decided to ask the city council to enforce the by-law referred to.

It was agreed that monthly meetings of the society should be held. It was decided that these should be held on the second Monday at 4 o'clock.

The treasurer's report was read by Mrs. Barker, showing the receipts and expenditure in connection with the concert given in the opera house in aid of the society. This showed that the receipts were \$512.55, the expenses \$102, leaving a balance on hand of \$410.55.

The report was adopted and motion of Dr. Fagan a vote of thanks was accorded the concert committee for its labors.

Dr. Fagan before the close of the meeting outlined the work which had been undertaken. The consumptive was precluded from all public institutions. Some time ago he had approached moneyed men with the object in view of getting funds to provide a sanatorium. The trouble met with was that these men said: How are you going to maintain the institution when it is built? You will then be coming to us to keep it going.

That was the reason for the attempt to raise funds to keep the institution after it was built. Referring to the funds that had been raised in various ways, he said that \$1,151 had been promised. This would be paid yearly for ten years. The whole province would be concerned in this way before June, when the work of collection would cease, and work would be done.

Mrs. Grant suggested that a proposal might be made to erect a tent on the hospital grounds for the treatment of a case mentioned when Neil Grant, about sixteen, who had formerly been an inmate of the Protestant Orphans' Home, might be treated.

Mrs. Stuart Robertson suggested that they might get leave to establish the tent in connection with the reformatory.

A committee consisting of Messdames Jenkins, Grant and Simpson, and Dr. Fagan will go into this subject and see if arrangements for a tent cannot be made with one of the institutions.

The president reported that Mrs. Simpson and Mrs. Dickinson had consented to give a dance for children and young people in aid of the fund to be given in Assembly hall on 24th February.

The president in introducing a card which had been prepared for circulation in soliciting subscriptions urged women to do all they could in this crusade against the white plague. If all helped in ten years' time this disease could be stamped out.

The meeting then adjourned.

Severe cold is being experienced in Italy. Moun' Venurius is covered with snow and the Alps, Sicily, snow fell abundantly for the first time in 20 years.

D. SPENCER MAKES IMPORTANT DEAL

Suit Against Stevenson Withdrawn from Court—Transaction Will Not Affect Local Business.

Chris. Spencer, of the firm of D. Spencer, Ltd., of the city, spent Monday evening for Vancouver for the purpose of settling up the details in connection with the amalgamation with Gordon Drysdale, of the firm of Drysdale, Stevenson & Co.

The suit of Spencer vs. Stevenson has now been withdrawn from court. A settlement of the difficulties existing has been arrived at. C. E. Stevenson retires from the business and the firm of D. Spencer, Limited, acquires an interest in the Vancouver concern, which, under the name of Drysdale, Stevenson & Co., carries on business not only in the Terminal City, but also in Nanaimo and Ladysmith. When the suit was entered by the firm of D. Spencer, Limited, for the delivery of the shares due in the Vancouver business, it was for a controlling interest. With the settlement of the dispute out of court, it is reasonable to suppose that the firm of D. Spencer gains the controlling interest.

Just what arrangements will be made members of the local firm are unable to say at present. The details in connection with the transaction have yet to be decided, and upon Chris. Spencer will devolve the principal share of that work. He will remain in Vancouver for some time until final arrangements have been made.

The firm of D. Spencer, Limited, has business places in Victoria and Nanaimo. Drysdale, Stevenson & Co. carry on trade in Vancouver, Nanaimo and Ladysmith. Only in Nanaimo do the original firms meet in opposition. It is not known what disposition will be made of the Nanaimo houses when a final working basis is arranged by the heads of the stores.

While little or no change is likely to be made in Victoria, where the firm of D. Spencer, Limited, still retain the full control, it is more than probable that the advent of the Victoria house to the Vancouver firm will mean a considerable extension of the business carried on in the Terminal City. At present the firm of Drysdale, Stevenson & Co. do not carry on business in nearly all the departments which are connected with the Victoria house of D. Spencer, Limited. It is quite likely that further additions of the lines of business may be made in Vancouver.

The extension of the business relations of D. Spencer, Limited, cannot fail to be of advantage to the purchasing public, both in Victoria and Vancouver. With an increase in business will come additional advantages in buying from the manufacturers and wholesale dealers, which will have its benefits for the firm and in turn for its customers.

The local house of D. Spencer, Limited, has an enviable reputation for its business ability, extending beyond even British Columbia. With its entry into the Vancouver concern there will be brought to bear all the business experience of the firm and the energy which has even characterized its conduct of affairs. This will work to the advantage of the business life of Vancouver.

While Vancouver is to be benefited by the infusion of this new life, it is gratifying to know that in no way will the Victoria house be made to suffer. The firm will carry on its business here as in the past, with the additional advantage that customers will have the benefits arising from an increased purchase of goods by the firm.

D. E. Stevenson will leave for California immediately, and the firm of D. Spencer, Limited, will take an active part in the Vancouver business.

KOOTENAY SPORTSMEN PREPARE PETITION

Nelson Association Wants Game Act Amended at Forthcoming Session of Legislature.

Not only are the Fish and Game Clubs of Victoria and Vancouver interesting themselves in the introduction of measures for the better protection of game at the next session of the provincial legislature, but the newly organized Nelson association also intends taking active steps in the same direction. Sportsmen will remember that a deputation of Victoria and Vancouver citizens waited upon the government last week, laid before Premier McBride and his colleagues the necessity for the amendment and more stringent enforcement of the Game Act in the strongest possible terms, and came away with the definite promise that an appropriation would be granted for the appointment of wardens.

Now comes a demand from residents of the Kootenay district for the following amendments in the interests of the game in that section of British Columbia:

The petition of the undersigned, residents of the districts of East and West Kootenay, humbly sheweth: 1. That the fish and game of the districts of East and West Kootenay form a valuable asset to this province and are now in great danger of extermination.

2. That the continuing forces of fire, indiscriminate slaughter and inadequate protection. 3. That the game of these districts offer great inducements to tourists who annually come here in increasing numbers, and unless steps are promptly taken to protect the fish and game the province will lose the benefit of such tourist travel.

4. That large quantities of trout are annually sold in the local markets and in the nearby towns of the United States, and the sale of trout in this manner is a depletion of our streams to make such sale illegal. 5. That pheasants and quail have recently been imported here, and a close season for three years should be imposed for their protection. 6. Many residents would act as game wardens without compensation, and the fire wardens for these districts could also be deputized as game wardens. 7. We would, therefore, humbly request the following amendments to the "Game Act":

(a) Define "trout" in the act, so no definition thereof exists in the statute. (b) Make the sale of trout unlawful. (c) That the close season for deer be made the same as that for cariboo, and that no deer be sold until the first of October. (d) Make the sale of blue grouse unlawful. (e) That the right of fire miners to kill game be restricted to such times as they may be absolutely unable to obtain food in any other way. (f) Protect pheasants and quail for 3 years by a close season. (g) Amend section 15 of the "Game Act" so that non-residents shall only pay a license fee of \$10 in lieu of \$50. (h) Provide for the appointment of game wardens and that fire wardens and provincially constables shall act as game wardens. (i) Give the Lieutenant-Governor in council power to appoint such residents as are willing to act as game wardens without remuneration. And your petitioners as in duty bound will ever pray.

ASSUMES MANAGEMENT.

S. J. Heald Takes Charge of West End Grocery—Presentation to Him Tuesday Evening.

Wednesday S. J. Heald assumed the management of the West End grocery on Government street. For 14 years Mr. Heald has been identified with the firm of Dixi Ross & Co., and during that time he has made himself popular with the public, his fellow employees and also with the firm which he served.

The popularity of Mr. Heald was manifested on Tuesday before he took leave of the firm he has served so long. The employees and representative of the firm gathered and presented him with an Albert chain and a locket, suitably inscribed. The chain was the gift of the firm, while the locket was presented by the employees of the house. The locket bears on one side the monogram of Mr. Heald, and on the other the date of his entering the employ of the house and his retirement from it. On the other side is the following inscription: "Presented to S. J. Heald by his fellow employees of Dixi H. Ross & Co. V. B. C."

An illuminated address accompanied the present, and set forth the high esteem in which Mr. Heald has been held by his fellow employees. Compliments were paid to him for his consideration he had at all times shown as chief clerk to his associates.

His former employees joined with the staff in wishing Mr. Heald continued success in his new position.

Ingersoll, Jan. 31.—Disappointed in love, William Quinn, a Deecham farmer, aged about thirty-four years, committed suicide yesterday by shooting himself.

FIRE FIEND SCORED HEAVILY TO-DAY

DESTRUCTIVE BLAZE IN LOCAL FACTORY

Firm of Lenz & Leiser Being Victim—Mrs. Le Poer Trench's Residence at Saanich Destroyed.

(From Tuesday's Daily.)

Two serious fires occurred this morning, one at Lenz & Leiser's factory, Yates street, and the other at "Corheen," the residence of Mrs. Le Poer Trench, Saanich. In the case of the former the immediate availability of fire fighting facilities enabled the fire fiend's opponents to triumph after an hour's battle, but the beautiful home of Mrs. Le Poer Trench was completely wiped out.

The contents also fell a prey to the destroying elements, and the lady herself and family had narrow escapes from a terrible death. Mrs. Le Poer Trench being burned about the hands and face.

The fire at the Lenz & Leiser factory, which is on the third floor of the building erected for Thos. Earle about four years ago, was detected by Sergeant Robt. Walker about 2:45 o'clock. He saw smoke and flames issuing through the skylight and windows, and at once rang in an alarm from box 21. The department promptly responded with all the apparatus, and soon a line of hose from the hydrant at Oriental alley was drawn through the front entrance, and up the stairs to the scene of the fire.

The smoke there was something terrific, and Fireman Joe North was nearly overcome. The engine got to work at the corner of Wharf and Yates streets, and another line of hose was carried to the roof of the building, the ascent being made from the adjoining structure. After an hour's desperate struggle the blaze was extinguished.

For a time the fire was spectacular enough to entitle the craving of the most eager sightseer. Fortunately there was no wind, or the firemen would have found their task doubly difficult. As it was those who fought the fire at its very heart had to deal with another element of danger besides the smoke. This was the live wires, which dropped from the ceiling and gave the fire fighters a number of vicious jolts. First the chief received one that staggered him, and then several of his men followed with variations of the horripile, as the sputtering suspended tereps touched them. The men on the roof also had their crosses to bear. It threatened to cave in at any minute, and they just managed to clear it in time.

Fortunately the fire was pretty well confined to the third floor, which is the factory, or the damage would have been vastly greater. In this department there were a number of sewing machines, operated in the daytime by the factory employees, a motor which furnished the power, a large quantity of finished goods, such as overalls, shirts and a great deal of material. These and the machinery were destroyed. But this was not all. On the same floor were several thousand dollars' worth of goods, and also went up in smoke—not in the legitimate smokers' way. When the all-consuming flames encountered this delicious prey the tears that My Lady Nicotine poured out in sacrifice would have tamed Niobe green with envy. Some of the cigars that were found saturated with water, by the way, turned a few of the firemen green also, but not with envy.

It is surmised that the fire originated from the air-tight stove, which stood in the centre of the room. The goods and material in close proximity would naturally welcome the forks of flame with open arms, and what was not destroyed by the fire was ruined by the water. In the other part of the building—on the ground floor—is a warehouse used by Lenz & Leiser and Robt. Ward, while in the basement Simon Leiser has a quantity of goods stored. The office of Bowland Machin, local agent of the Bennett Fuse Company, are also situated on the ground floor. They wisely escaped damage. The total loss is estimated at \$10,000. Insurance was carried by the

Nerves Need Recruiting

DON'T EXPECT YOUR BRAIN AND NERVES TO KEEP UP FOREVER WITHOUT ASSISTANCE.

The brain and nerves as much as any tissues of the body require daily recruiting. The hurry and worry of modern life means a tremendous expenditure of brain matter which often is not made good.

Hasty meals, no period of rest for digestion, society engagements or renewed business activity at night soon drain away that reserve of nerve force that distinguishes between health and debility.

What are you doing to preserve your nerve vitality? A little assistance with Ferrozene will prove an enormous benefit, because the component parts of this great tonic supply just what the exhausted nerve cells lack. Ferrozene not only stimulates the nerves, but builds them up by furnishing an ample supply of nutrition. The ideal medicine for nervous, overstrained, hard-working people is Ferrozene. By its use hosts of well-known people have been restored to health like Mrs. E. D. Emmerson, of Centreville, who says:

"I am glad to think that there is at least one honest remedy for nervous people. No one can imagine what I suffered with my nerves, and I sometimes wonder at the number of useless prescriptions and medicines I took. But Ferrozene acted differently from all the rest. It built up my system and gradually the irritability left my nerves and I got well. Ferrozene cured me by removing the cause of my troubles by giving me enough additional strength to overthrow the attack of nervousness. I can recommend Ferrozene strongly."

Try Ferrozene. It completely rebuilds the nervous system and establishes a healthy condition throughout the entire body.

Don't let any greedy dealer make you think there is anything so good as Ferrozene. It alone can cure permanently. Insist on having nothing but Ferrozene. Price 50c. per box or six boxes for \$2.50, at all druggists, or by mail from N. C. Polson & Co., Hartford, Conn., U. S. A., or Kingston, Ont.

Winnipeg, Jan. 31.—The Manitoba legislature prorogued this afternoon.

THE Tye Copper Co., Ltd.

Purchasers and Smelters of Copper, Gold and Silver Ores.

Smelting Works at LADYSMITH, VANCOUVER ISLAND, B. C.

Convenient to E. & N. Ry. or the sea. CLERMONT LIVINGSTON, THOS. KIDDIE General Manager, Smelter Manager.

Sevilla Bitter Oranges For Marmalade

MOWAT'S GROCERY, 77 Yates St.

10 cents off every dollar in Silverware during balance of this month.

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Made In Canada SECOND TO NONE Chatham Incubators Brooders