



TWICE-A-WEEK EDITION

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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 Santatits 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.

RUSSIANS EMPLOYED HEAVY FIELD GUNS.

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

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the wounded number 3,500. The cold is intense and the conditions of the wounded cause the greatest anxiety because the exposure of the wounds to the frost induces gangrene.

The Japanese are taking good care to see the Russian rank and file are not left uninformed regarding the disturbances in Russia. They are carrying on a regular campaign to spread sedition and discouragement among the troops. Letters are daily thrown within the lines, declaring that all Russia is aflame with riot and revolt, that the soldiers are shedding their blood in vain, and calling on them to surrender or desert. The soldiers eagerly read and discuss the communications, especially accounts of events at St. Petersburg on January 22nd. The sincere hope is expressed on all sides that the Russian nation will forego internal differences and not play into the hands of the Japanese.

RUSSIANS ADMIT LOSSES REACH TEN THOUSAND.

St. Petersburg, Jan. 31.—A telegram from Schiatum, dated January 29th, states that the Russian losses from January 25th to January 28th were 10,000, but that the percentage of dead was small.

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papers, so that the troops to a certain extent realize the present conditions, but the plans for the army are shown to be entirely independent of home events. The reason given by the commanders for retreating fully explain the army's movements, and shows them to have been independent of the weather.

A large part of the wounded are being cared for at Mukden, where the hospitals and trains are filled and the Red Cross corps is active. The situation as it develops is better understood, though it is not less ominous as the weather has moderated and the Japanese are aggressive.

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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 quiet since yesterday evening, but the strike continues in full swing.

Fired on Mob.

London, Jan. 31.—The Daily Mail's Warsaw correspondent telegraphs: "The street railway service here has been partly resumed, with soldiers riding before and after the cars. The fighting continues and the mob is growing in dangerous fashion. There have been frequent collisions between the people and soldiers. Revolutionists attacked the troops with revolvers and knives. The principal disturbances today occurred in Nowy street, a leading business street.

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starving and desperate are a feature of the greatest danger which is not present to the same extent in St. Petersburg, where the government orders for war purposes have kept the factories busy.

The American vice-consul at Warsaw, Witold Fouchas, telegraphs that the stores have been pillaged by mobs, and that the shops and factories are closed. Those who are not ready to walk out are compelled to join the strike by threats. Mr. Fouchas saw no improvement in the situation up to last night, and reported bad news from Lodz and Radom.

It is conservatively estimated that the number of killed or wounded at Warsaw is about one hundred.

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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.

Washington state will pass legislation enforcing these regulations. This is the first time that the United States has adopted a weekly close season. If the United States does not carry on the regulations then Canada can immediately withdraw them, because all that it requires will be to rescind the order-in-council, while on the United States side the new regulations will be embodied in a statute by the state legislature.

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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 stranger then disappeared.

Hugh Oberin, British agent, said the strange vessel was the Russian transport Kamchatka, which mistook the Swedish craft for a torpedo boat. Mr. Oberin further declared that the Kamchatka sent a wireless message to Vice-Admiral Rojstevsky, notifying him that she had been attacked by a torpedo boat, and Rojstevsky thereupon ordered his squadron to be on the lookout for torpedo boats, which, Mr. Oberin asserted, caused the North Sea incident.

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WEEKLY WEATHER SYNOPSIS.

Victoria Meteorological Office, 25th to 31st January, 1905.

The first part of the week brought heavy precipitation on the western part of British Columbia and the North Pacific coast...

At Victoria, 28 hours of bright sunshine were registered; the highest temperature was 47.7 on the 26th; and the lowest, 32.0 on the 31st; rainfall, 1.33 inches.

At New Westminster, highest temperature, 48 on 26th; lowest, 32 on 31st; precipitation, 2.36 inches.

At Kamloops, highest temperature, 46 on 25th and 26th; lowest, 14 on 31st; precipitation, 0.14 inch.

At Barkerville, highest temperature, 34 on 25th and 26th; lowest, 16 below zero on 31st; six inches of snow fell, and 18 inches of snow on the ground at close of month.

At Port Simpson, highest temperature, 42 on 25th and 26th; lowest, 22 on 31st; rainfall, 0.08 inch.

At Dawson, highest temperature, 32 below zero; lowest, 50 below zero; no precipitation.

Local News.

On the last trip south of the steamer Jefferson, the run from Skagway to Seattle is said to have been made in three days and three hours.

Chas. Trawford has been appointed a special provincial constable for the Nanaimo district, says the Nanaimo Free Press.

Rev. Mr. Raven, of Seattle, who has interested a large audience a few weeks ago in the Crystal theatre, will deliver another lecture at the regular educational meeting of the Socialist party in the same theatre on Sunday evening next.

The marriage of Mr. Henry Humber, of the C. P. E. telegraph staff of this city, and Miss Alice Schneider, of 150 Johnson street, was celebrated in Seattle on Monday evening.

A serious accident occurred at the Victoria Chemical Works some days ago, the victim of which was W. McLaughlin, a carpenter, employed there.

At the annual general meeting of shareholders in the British Columbia Revenue, held at the company's office Wednesday, Messrs. H. Mortimer Lamb, Thos. R. Casack and E. Jacobs were elected directors for the ensuing year.

The following donations are gratefully acknowledged by the manager of the Home for the Aged and Infirm: Mrs. B. W. Pearse, illustrated London News and tobacco; Mrs. L. J. Quagliotti, San Francisco newspaper; Mrs. E. J. Helmecken, illustrated papers and magazines; Mrs. Clegg, sack apples; Mrs. Holmes, fruit and preserves; Gowen & Wrightworth, goods; Fernie Bros., \$10 expended on Christmas fare by chairman of home committee; T. Shortbill, parcel of Collier's Weekly; N. Shakespeare, reading matter; entertainment committee of First Presbyterian church; Rev. Canon Paddon, clothing and boots; Pemberton & Sons, calendars; Times and Colonist, daily papers, and monthly Mining Exchange.

At the Chemist's general hospital on Saturday evening, Miss F. G. Hardie, who has been a patient there for nearly three years, was presented with her diploma and a beautiful gold medal. Miss Hardie passed most creditably before Victoria medical examiners. Dr. Gibson also handed Miss Hardie a case of surgical instruments on behalf of the hospital directors. After the presentation and the usual acknowledgements a pleasant social evening was spent by those in attendance.

Members of the Victoria Driving Club will be interested in learning that the North Pacific circuit dates have been announced. They follow: Lewis and Clark horse show, August 23rd to September 5th; Oregon state fair, September 15th to 30th; Lewis and Clark, cattle, sheep, goat and swine show, September 10th to 29th; Everett fair, September 18th to 23rd; Seattle, September 25th to 30th; Victoria fair, September 26th to 30th; Washington state fair, October 2nd to 9th; Spokane fair, October 9th to 14th; Lewiston fair, October 10th to 21st. This practically means that the Victoria exhibition will be held from September 26th to the 30th. These dates are satisfactory to most members of the executive, being neither too early or too late in the fall. The matter, however, will not be definitely decided until the executive of the B. O. Agricultural Association is fully appointed and has given the question its consideration.

Mr. and Mrs. L. S. Humber, of Henry street, Victoria West, mourn the loss of their infant son.

An Association football match was played the other day between the Spring Ridge and South Park school teams. It resulted in a win for the former by a score of four goals to nil. Stanley Snider played a first class game for the victors.

At the next regular meeting of the board of trade council a resolution will be introduced by Ald. W. J. Hanna to the effect that the city council's action regarding the Soughes' Reserve question be approved. Other matters of importance will be considered.

An informal meeting of the citizens of Spring Ridge was held on Wednesday evening, when it was unanimously decided to form a Spring Ridge Municipal Association along the lines on which the one in Victoria West is conducted. Wm. Marchant and J. G. Brown were appointed to be conveners of the first meeting.

The death occurred Wednesday afternoon of Mrs. Winifred Gibson, at the residence of her son-in-law, W. E. Stamer, 42 Belmont street. She was the widow of James Gibson and a native of County Sligo, Ireland. She came to Victoria about forty years ago, and leaves two daughters and one son—Mrs. W. S. Stamer, of Victoria; Mrs. W. E. Stamer, of Chilliwack, and Hugh Gibson, of Victoria.

A very pleasant evening was spent at the Prospecter's school house on Friday last, when a concert and dance was held for the purpose of raising money to purchase an organ for the school house. The whole affair was a success. The house was crowded, there being about 125 people present, all of whom thoroughly enjoyed themselves. The chair was kindly taken by H. Tanner, M. P. P.

A nameless sloop, with unusual fittings, belonging either to Vancouver or Victoria, was wrecked in a storm last Friday night, at the entrance to Puget Sound. The sloop had been engaged in smuggling Chinese, and that her human cargo went to the bottom when the boat was overtaken by disaster. The vessel consisted of a hull and a cabin, and is of about five tons burden.

The Nippon Yusen Kaisha liner Shingano Maru arrived on Wednesday morning at 10 o'clock, bringing with her 1,000 tons of freight across the Pacific, of which 100 tons were landed here. Captain Mabejima, Big and S. Teraga, Japanese boats for England, to superintend the construction of a new battleship, were passengers. The vessel will be but one of the new additions building for the Japanese navy, several being under construction in Japan. Shipyard throughout the world are now preparing to build vessels which will sail for Victoria in the near future.

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A. Breuchley, J. E. Church and E. Heisterman, No. 21 A and B, held by E. M. McConnon, proved the successful number. No. 21 O and D was not taken up.

A challenge has been received by the Y. M. C. A. business men basketball team from a similar five of F. Y. M. A. players for a match, to take place as soon as possible. In all probability the offer will be accepted, so that enthusiasts may look forward to an interesting game in the near future.

Local examinations in music will be held in connection with the University of Toronto in June. Copies of the curriculum may be obtained at Waitt's music store, the examination including the piano, violin, singing and theory. Full information may be obtained from Mrs. A. T. Waitt, the local representative.

The clearings here for January are considerably in excess of any in the corresponding months since 1901. The aggregate was \$3,206,685. For January, 1904, it was \$2,589,074; January, 1903, \$2,902,887; January, 1902, \$2,788,531; January, 1901, \$3,257,497. The totals for the last week were \$746,586.

Farmers' Sons Wanted with knowledge of farm work in an office, 90 a month with advancement and opportunity for promotion. Branch office of the association are being established in all the principal towns of the province. See THE VICTORIA BOTTLE ASSOCIATION, London Club.

At the second of a series of organ recitals which is to be given next Monday at St. Andrew's Presbyterian church by Jesse A. Longfield, the following will assist in the programme: Miss Jennie Bishop, Soloist; Miss Nora McCoy, Soloist; Miss M. Kennedy, E. Worlock and Hugh Kennedy.

R. M. S. Empress of China, Capt. Beetham, arrived at the outer wharf Tuesday afternoon, after an uneventful passage. It brought as passengers Lieut. C. Asser, Lieut. E. G. W. Davidson, Mrs. E. G. W. Davidson, Father Goette, Lieut. H. E. Head, Z. Hotta, S. Ho, Col. R. C. Marshall, Eng. Lieut. G. H. Vincent, Comdr. G. W. Vivian and F. Whiting.

The fortnightly social under the auspices of the young people of St. John's church was held on Tuesday. A splendid programme was given, and the ladies of the Guild provided excellent refreshments. The programme consisted of the following: Recitation, Mr. Semple; piano solo, W. Walker; songs, F. Savage; violin duet, Davidson brothers; song, Rev. A. J. S. Ard; songs, M. Boife. In addition to the programme suitable games were provided, and a very pleasant evening spent.

At the annual general meeting of shareholders in the British Columbia Revenue, held at the company's office Wednesday, Messrs. H. Mortimer Lamb, Thos. R. Casack and E. Jacobs were elected directors for the ensuing year. Mr. Jacobs, who served last month, succeeded Mr. Lamb as editor, and was also appointed managing director in place of Mr. Lamb, the latter having retired from active work in connection with the management of the Mining Record, though still retaining the position of chairman of directors. It is Mr. Jacobs' intention to change the date of publication of the Mining Record from the first of each month to about the 15th.

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James Scott, of this city, Monday received news of the death of his aunt, Mrs. Murdoch, at her home in Fraserburgh, Scotland. Deceased was 102 years of age, and leaves a brother, Alexander Macdonald Scott, residing in London, Ont., and a sister, Mrs. Milne, living at Peterborough, Ont.

Meetings are being held each evening this week in Calvary Baptist church, in which the pastor is assisted by the evangelistic mission band and Rev. H. Piercy. The latter gave a very helpful and instructive address Monday, and very acceptable solos were rendered by G. F. Watson and W. Ash. Mr. Piercy will speak each evening during the week, and the public are cordially invited.

At the Chemist's general hospital on Saturday evening, Miss F. G. Hardie, who has been a patient there for nearly three years, was presented with her diploma and a beautiful gold medal. Miss Hardie passed most creditably before Victoria medical examiners. Dr. Gibson also handed Miss Hardie a case of surgical instruments on behalf of the hospital directors. After the presentation and the usual acknowledgements a pleasant social evening was spent by those in attendance.

Members of the Victoria Driving Club will be interested in learning that the North Pacific circuit dates have been announced. They follow: Lewis and Clark horse show, August 23rd to September 5th; Oregon state fair, September 15th to 30th; Lewis and Clark, cattle, sheep, goat and swine show, September 10th to 29th; Everett fair, September 18th to 23rd; Seattle, September 25th to 30th; Victoria fair, September 26th to 30th; Washington state fair, October 2nd to 9th; Spokane fair, October 9th to 14th; Lewiston fair, October 10th to 21st. This practically means that the Victoria exhibition will be held from September 26th to the 30th. These dates are satisfactory to most members of the executive, being neither too early or too late in the fall. The matter, however, will not be definitely decided until the executive of the B. O. Agricultural Association is fully appointed and has given the question its consideration.

Mr. and Mrs. L. S. Humber, of Henry street, Victoria West, mourn the loss of their infant son.

An Association football match was played the other day between the Spring Ridge and South Park school teams. It resulted in a win for the former by a score of four goals to nil. Stanley Snider played a first class game for the victors.

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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 Bow River. 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 the 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 Battledore 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 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 gold, and turns to their owners. The water shortage 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 upon the West Fork of Kettle River was proceeding satisfactorily, while in Franklin River, near the mouth 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.

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 in the 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-Portland, 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 available at greater 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 140,000 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 the 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 the Velvet-Portland mines last year, but the mill erected there so successful in its treatment of dump ores that it has been enlarged. The Jumbo had a very profitable year in 1904, having shipped to the Grand Forks smelter about 12,000 tons of ore, net profits from which are stated to have been fully \$50,000. Recently a strike of ore of higher grade was reported, so the mine's prospects are still more favorable for 1905. The White Horse was last year equipped with a 150-h. p. Jencks electrical hoisting engine, 30-drill Rand air compressor, 30-stamp mill Wilfley tables, etc., and 100-ton Elmore oil plant. The Spitzee did nearly 1,000 feet of development work and shipped about 1,000 tons of ore. It now has some 30,000 tons of ore exposed in the mine. Its plans for this year include doing another 1,000 feet of development before entering upon a regular monthly output of ore. Taken altogether there is ample ground for confidence in there being a prosperous future for Rosland camp.

Slocan. The Slocan did not produce so much ore in 1904 as had been expected. It would, still its output of nearly 15,000 tons of silver-lead ore and concentrates, and some 7,000 tons of zinc, of a total value of approximately \$1,000,000, was a substantial contribution to this year's mineral production in the province. The Slocan Star's output was about 2,750 tons of galena and 2,500 tons of zinc. Additions to plant and machinery at this mine's concentrating mill included an expenditure of \$15,000. The mine paid \$50,000 in dividends during the year, and it is now in a position to considerably increase its production and, consequently, should prices remain favorable, its profits.

The partial suspension late in the year of operations at the Payne mine after milling in 1904 32,800 tons of ore and shipping 2,000 tons of ore and concentrates was very disappointing. The late resident manager, A. C. Garder, however, has the satisfaction of having led the way in proving that the zinc in the ore can be utilized to advantage. His lead in equipping the Payne mill for saving the zinc has since been followed at several other mills in the district.

The Rambler-Cariboo is doing most important work in driving a 4,300-foot adit to cut its ore bodies at 1,400 feet depth, or 600 feet below the bottom of its 800-foot main shaft. The estimated total cost of this development work is \$60,000. More than one-third of the distance has already been driven, and the company is increasing its capital to provide funds for completing the work, which, if successful, will influence other companies to similarly open up their mines at greater depth.

The Ivanhoe, Ruth and Reco, at Three Forks, 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 Otava mine, owned in Esbary, 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 adit. 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.

In 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

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

The South Fork of Kaslo creek is an important section of the Ainsworth division, 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 silver, lead and zinc, and in late November a strike 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, in England, where both are owned. 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 quantity, and lots giving unusually high values. The latter mine has the biggest body of high grade zinc 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 of the present depression. The largest transaction of this kind yet 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 Grand-Isle, 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 were shipped to the 400 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 and Mining & Milling Company was one of the features of the year. Nelson. This valuable property is being equipped with a 60-horse power engine, 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, owned by 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 on the Bayoune 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 good profits, and the development of the Wilcox mine, which has led to 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 northern parts of the Lardneau-Camborne and Ferguson camps made a good showing considering the unfavorable conditions under which they worked. Between forest fires and snowfalls, and the operations were interrupted, but the difficulties have been overcome and the camps are again in running order. In Camborne (Fish river) camp the Oyster-Criterion, Goldfinch and Eva mines commenced the year well, but only the latter mentioned is now working. The Beatrice is shipping high-grade silver-lead ore, and the Mammoth, which is a promising property recently opened up, also sent out ore until the snow became too deep to continue raveling. The chief claim of the Silver Cup Mines, near Ferguson, is in successful operation with results that are unofficially reported to be very satisfactory. The Ymir mine is stated to have encountered no shortage of good ore and to be extending its operations. A big tunnel project has been announced, the object being to prospect at depth a number of claims on Nettie L. Mountain. Over on the Duncan slope development of several claims was in progress during the season. At Poplar creek a considerable amount of prospecting was done. Ligation hampered operations, but it is anticipated that 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. Hiden; vice-president, B. R. Boudier; secretary-treasurer, A. E. Hodi; 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 Rand, 25 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 remarkably good 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."

Riches of Lardneau. John Mackenzie is back from a trip to the Lardneau, where he has been interested for the last three years in Lardneau 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 in 11 feet of concentrating ore and in the Lisa 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 opened up. 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.

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 remodeling 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 concentrations of lead ore in 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 per cent 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 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 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 1st of January was 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 discontinuation of the company owning it, several comparatively small deposits of high grade ore were opened up last year, and 750 tons 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 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 company had to spend in similar directions.

The Crow's Nest Southern Railway, generally known as the Great Northern, which 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 report indicated that it might be practicable to build up a zinc mining industry of considerable value to the Slocan particularly and the province generally.

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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 remarkably good 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."

Riches of Lardneau. John Mackenzie is back from a trip to the Lardneau, where he has been interested for the last three years in Lardneau 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 in 11 feet of concentrating ore and in the Lisa 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 opened up. 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.

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 Rand, 25 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.

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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 Oatmeal, Flour, and other commodities.

Table listing market prices for various goods including Wheat, Corn, and other commodities.

Table listing market prices for various goods including Beans, Peas, and other commodities.

Table listing market prices for various goods including Potatoes, Onions, and other commodities.

Table listing market prices for various goods including Apples, Pears, and other commodities.

Table listing market prices for various goods including Eggs, Butter, and other commodities.

Table listing market prices for various goods including Lard, Tallow, and other commodities.

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; Peas (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.

DEPRESSED 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 Wooda, per bushel, 1.75; Oskanigan, per sack, 1.75; Oskanigan, per bushel, 1.75; Moose Jaw, per sack, 1.75; Moose Jaw, per bushel, 1.75; Excelsior, per sack, 1.75; Excelsior, per bushel, 1.75; Oak Lake, per bushel, 1.75; Oak Lake, per bushel, 1.75; Hudson's Bay, per sack, 1.75; Hudson's Bay, per bushel, 1.75; Sanderby, per sack, 1.75; Sanderby, per bushel, 1.75; Eastern Flour, 1.50; Snowflake, per sack, 1.50; Snowflake, per bushel, 1.50; O. K. Best Pastry, per sack, 1.40; O. K. Best Pastry, per bushel, 1.40; O. K. Four Star, per sack, 1.40; O. K. Four Star, per bushel, 1.40; Drifted Snow, per sack, 1.40; Drifted Snow, per bushel, 1.40; Three Star, per sack, 1.40; Three Star, per bushel, 1.40; Coal Oil, 1.00; Prairie Coal Oil, 1.00; Rococo, 1.00; Rococo, 1.00; B. C. Granulated, per 100 lbs., 0.75; Wheat, per ton, 40.00; Oats, per ton, 28.00; Oatmeal, per 10 lbs., 45; Rolled Oats (B. & K.), 45.

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 winter sets in.

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 URSUS KERMODEI FOR ESQUIMAU

A NEW BEAR NAMED AFTER LOCAL CURATOR

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-coast portion of British Columbia, and that it is represented by the four specimens now in hand. In recognition of his successful efforts in securing these specimens, 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 Director Hornaday, of 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 new species is named in honor of Francis Kermode—Ursus Kermodei.'"

The new institution in Esquimaux 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 waters during 1900 and 1902, Mr. C. P. Todd says that he is in favor of further 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 his firm not already contracted for cannery supplies, building material, etc., they would have benefited about going on with the cannery.

THE GODSELL FAMILY BROOD.

Trenton, Ont., Feb. 2.—H. Goodsell, engineer for electric company, and his family, were completely prostrated a few days ago with colds and grippe, but recovered through using Cattarhozone. This remedy is best for winter influenza, complete outfit, sufficient for two months' treatment. Price \$1; sample size, 25c. Remember the name—"Cattarhozone."

POLICE CHIEF WOUNDED.

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

ANOTHER CANNERY FOR ESQUIMAU

CONSTRUCTION WORK COMMENCES THIS WEEK

Messrs. Todd & Sons and William Munzie Promoters—Traps to Be Built.

Messrs. J. H. Todd & Sons and William Munzie, who were the first to introduce traps for the catching of salmon in the Strait of Juan de Fuca, have now prepared to develop the industry they have with commendable enterprise initiated on Vancouver Island. As indicated at the time these traps were erected, they will build a cannery, and fully exploit the business heretofore confined largely to the Mainland and Puget Sound.

The cannery is to be built without delay. It will go up in Esquimaux, and construction will commence this week. The site adjoins that of the Capital City Canning & Packing company, but is located to the west of the water, which projects into the harbor immediately opposite the naval yard. Here a frame building 220 feet long by 80 feet wide with warehouse 150 feet by 50 feet is to be built at once. In addition a number of buildings for the use of the cannery employees will also be constructed.

It is expected that the cannery will be completed by the first of April. The pack plant will be from thirty to forty thousand cases. Orders have already been placed for the machinery, boilers, retorts, etc. Supplies in plate are to arrive by the 15th of April. They will be brought in the American side and landed on C. P. R. cars at the cannery door, an accommodation permitted by the excellent situation. The cannery will be located on a spur of the B. C. N. railway, and will have the advantage of shipping facilities on water and on land. The product, which will be largely marketed in Eastern Canada, will be loaded on C. P. R. cars and shipped direct to the coast, and on to the American continent. This supply of water needed for the plant will be obtained from the Esquimaux Waterworks company, and will be ample for all purposes. There will be telephones installed, electric light provided, and all furnishing and equipment will be strictly up-to-date. The necessary supplies of tarp paper and webbing have been purchased, and will arrive in good time for the season's operations.

Messrs. Todd have six trap locations: three in Sherringham Point and East Sooke. Two of these sites were used last year, but they have to be built upon, as owing to their exposed position it is impossible to keep them protected from the ravages of storms and sea. Just how many of the six locations will be used, Mr. Todd assured a Timesman Wednesday that there would be sufficient to secure an ample supply of sockeye.

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WINNIPEG NEWS.

Winnipeg, Feb. 1.—The King Edward hotel at Stoughton, N. W. T., near Arden, 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 an explosion of a coal oil stove.

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.

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 Esquimaux Waterworks Company, for the purposes of comparison. His Worship 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 Esquimaux 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 Esquimaux 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 Esquimaux 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.

"I think the contract is a very important one, and that 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.

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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 by the water works, or by the company outside their power house or power houses, to and belong to the corporation, and be discharged into a proper and sufficient roadway or raceways, 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 received 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; and the 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 has given notice to supply such water, and if such event shall happen between two of said quarterly days, the payment shall be made for a proportionate part of the said rent for the fractional part of the said rent.

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 for the use of the company in determining it advisable and commercially profitable to further develop the sources of the Goldstream water supply, or to establish another plant of delivery, or to use 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 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



There are very few cleaning operations in which Sunlight Soap cannot be used to advantage. It makes the home bright and clean.

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 hundred and fifty dollars per annum be paid for 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 for making such examination or repairs as aforesaid to 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 be forthwith made good and paid by the 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 expended 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 rights and franchises of the company, 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, or for the purpose of carrying out 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, to be reckoned from the date of the first delivery of water to the company under the provisions hereof.

20. Upon the termination of the term of thirty-five years, or at any of the times hereinafter fixed for a readjustment of the price of water, 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 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 party 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 in accordance, 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 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 any city or 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 the same into the city charter, 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.

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 under 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.

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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.

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. Scott 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 north 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.

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 regular meeting in the city hall Monday afternoon. There was a fair attendance, and the members manifested great enthusiasm in the work of the organization.

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.

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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, left 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.

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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, left 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.

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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.

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.

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,