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When the family complains about the poor quality of the tea don't make excuses —but next time give them

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"The largest and most costly Exposition ever held."

The space for exhibits is the greatest ever under Exposition roofs, but the very key note of Exposition processes, rather than production, will be a distinct development in expositions, compared with other Expositions. The World's Fair of 1904 contains 1,240 acres, in comparison with Chicago in 1893, which embraced 633 acres; Paris Exposition in 1900 with 336 acres, and the Pan American at Buffalo, occupied 300 acres.

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Special one-way Second Class Colonist Excursion Tickets, on sale daily during March and April from Kingston to Vancouver, Victoria, New Westminster, B.C., Seattle, Tacoma, Washington and Portland, Ore.

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To Canadian North-West

Will leave Kingston every Tuesday during March and April at 8:10 a.m. Direct connections.

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Tweed, Napanee, Deseronto, and all local points. Train leaves City Hall Depot, at 4 p.m. F. CONWAY, Agent, B. Q. Ry., Kingston.

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THE NOW FAR FAMED BERMUDAS, with cable communication and equable winter temperature of 65 degrees, beautiful scenery and 100 miles of good roads, headquarters of the British North Atlantic Squadron, is unrivalled in its attractiveness, reached by the first-class iron steamers TRINIDAD or PRETORIA in forty-eight hours from New York. Sailing every THURSDAY. The tropical islands, including SANTA CRUZ, ST. KITTS, MARTINIQUE, ST. LUCIA, BARBADOES AND DEMERARA, also afford beautiful and interesting tours, all reached by steamship of the Quebec Steamship Company, sailing from New York about every 10 days. For descriptive pamphlets and date of sailing apply to A. EMILUS OUTERBRIDGE & CO., Agents, 39 Broadway, New York; J. P. HANLEY or J. P. GILDERSLEEVE, KINGSTON, Ont.

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ALLAN LINE
Liverpool and Londonderry.
ROYAL MAIL STEAMERS

From St. John. From Halifax.
Parisian, ... March 21st.
Tunisian, March, 26th, ... March 28th.
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First Cabin—$55 and upwards, according to steamer, to April 1st. After April 1st, $75 and upwards, (summer rates).

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First Cabin—$45, Second Cabin, $35. Third class, $26.

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Selling Off Stock

A Bradbury Shoemaker's Patch Machine, new, at cost.

Cash Registers, from $20 up.

A Caligraph Typewriter, perfect condition, $30.

A Yost Typewriter, good as new, $40.

AT McDOWALL'S MUSIC STORE, 471 Princess Street.

THINGS THEATRICAL.

Notes About Plays, Players And Playhouses.

Forbes Robertson is playing "Hamlet" in New York this week.

J. M. Barrie has contracted to write a new play for Mrs. Patrick Campbell to be ready by next September.

Wilson Barrett is making a tour of the London suburban theatres with his old success, "The Sign of The Cross," and "The Silver King."

Anthony Hope has turned playwright and in "Capt. Dieppe," which he wrote for John Drew, he has scored a hit as certain as that which he made in fiction when he wrote "The Prisoner of Zenda."

Sir Henry Irving will close his American tour at the Harlem Opera House, New York, Friday evening, March 25th, and the following day he will sail for London, and at a conservative estimate $50,000 richer than when he reached these shares last October.

Sir Charles Wyndham will play a four weeks' engagement in New York, followed by a tour through the United States, prior to his appearance in Australia at the end of the year. Over forty years have elapsed since his first appearance in New York, where he made his first professional appearance under the management of Mrs. John Wood, at the old Olympic.

The most important event in American theatricals last week was the production in the New Amsterdam Theatre, New York, by Richard Mansfield, of Alexis Tolstoi's play, "Ivan the Terrible." The scene is laid in Moscow in 1584, and the entire production was staged with the historical accuracy of detail for which Mr. Mansfield is so famous.

In English musical comedies there is a peculiar catchiness which United States composers somehow seem unable to secure. The reason of their comparative failure is, perhaps their tendency to overweening ambition. We all know that any United States boy may become president of the United States; so why may not the composer of rag-time some day turn out a grand opera? In England, it would appear, they are content to excel each on his own level, without wriggling to get into the stratum above.

A Word For Parents.

In an article in the April Delineator on Growing up with One's Children, which is filled with sensible advice to mothers, Mrs. Theodore W. Birney has some excellent remarks about the treatment of children that are grown. Many parents will do well to take to heart the following paragraph:

"There is one thing parents should recognize that their children are growing up and that their authority as such grows weaker every day, while their influence waxes stronger in proportion as their government has been wise, tender and just. Many a household is discordant because parents insist upon treating their growns sons and daughters as though they were still children. They issue commands, criticize and find fault, forgetting apparently that the season for training is practically ended, and, were it not, such methods would result in more harm than good. I know a family in which are two daughters, both past twenty-five, and a son in his thirties; they seldom, if ever, leave the house without being questioned as to where they are going, when they will return, why they go, why they wear such a garment instead of some other, wouldn't they best take umbrellas, are they warmly or cooly enough dressed, as the case may be, etc., etc. Personal liberty is such a precious possession, and life is so much sweeter and happier in households when there is mutual confidence and where trivial personal questions are regarded almost as a discourtesy."

Corns Grow Between The Toes.

But can be cured without pain in one day by Putnam's Corn and Wart Extractor. This standard remedy never burns the flesh—it is entirely vegetable in composition and does not destroy the flesh. Use only Putnam's it's the best.

Rheumatism.

If you have this dread disease and have failed to obtain relief, why not try Hall's Rheumatic Cure, the great blood purifier. It has cured when everything else has failed. Safe to take, quick to cure, most highly endorsed, cheapest to buy. Ten days' treatment price 50c., at Wade's.

Diphip corsets worth $1 for 65c. New York Dress Reform.

German iron and steel manufacturers recently met, and, although no final agreement has been reached, the organization of the steel syndicate is now practically assured.

A Serious Strike

There's "a strike on" from head to foot when the Kidneys stop working properly. Dull headaches, tiredness, dizziness, puffiness under the eyes, bad skin, foul stomach, no appetite, sharp pains in the back, swollen feet—all due to Kidney Trouble.

It may be weakness, or the beginning of a serious disease. But it is DANGEROUS. Sick Kidneys make mind and body sick.

GIN PILLS

cure sick Kidneys. They do that one thing—do it every time. They make the Kidneys well—and keep them well. If there is anything wrong with the Kidneys, GIN PILLS never fail to relieve the pain and CURE the trouble. We have such faith in GIN PILLS that we authorize your druggist to refund the money if they fail to cure.

50c box, 6 boxes for $2.50, at your druggist's or direct from

THE BOLE DRUG CO., WINNIPEG, MAN

15TH CLAUSE

EXHAUSTIVELY TREATED OF BY M. S. BURNETTE.

No Statement By Privy Council, Still His Theme—Is Afraid Municipal Ownership May Not Pay.

Kingston, March 9.—(To the Editor): The fifteenth clause of the agreement reads as follows: It is hereby further agreed by and between the parties hereto, that in the event of the works, plant and property of the contractors being acquired by the corporation pursuant to the terms of this agreement, then the contractors, the Kingston Light, Heat and Power company, shall cease to exist as a corporate body for the purposes for which they were constituted, except so far as may be necessary to wind up the affairs of said company, and shall surrender, assign, transfer and set over to the said corporation, all their rights, franchises, privileges and immunities."

What does this clause mean, innocent and all as it looks? In the hands of a rich and powerful company, like the Heat and Power company, whose blood is up, and a state of legal warfare is on it means more litigation, in my opinion, than any other clause in the entire agreement, although up-to-date no person has been made aware of its existence, save the immediate parties to the contract. In order for a proper interpretation of this clause we must place ourselves in the position of the parties when the contract was drawn, to wit, July 14th, 1896. At that time it was not in the contemplation of the parties all around that there would ever be this sea of litigation. There was then no court in view save only the court of arbitration, and before the court of arbitration, all the legal battles were to be fought; each side was to go there and get the best terms it could at the hands of the arbitrators. This being so, this fifteenth clause was insisted upon by the city, but was granted reluctantly, I am told, by the company.

What was then the principal stumbling block of the company, is now owing to the changed conditions all about, one of their strong towers of defence. The feature of this clause to which I desire to draw particular attention, is that which provides for the surrender of the corporate existence of the company, when the city shall have taken over the plant. It was a very proper thing for the city to insist upon this provision, in the fifteenth clause, provided that all the conditions throughout the transaction should prove normal, that is, that there should be no litigation outside the arbitration court; but when all the conditions are abnormal, as they now are, and law suits galore are in the air, this feature in the hands of able and skilful practitioners, may prove a source of much annoyance and expense to the city. I am writing this article more for the consideration of the legal fraternity of the city, than for the lay element. Let us suppose for the purpose of argument that the by-law passes and the money, $170,373, is tendered to the company, will they surrender the plant to the city? In my opinion, of course, not. What will then happen? Why the city will apply to the court for a mandamus to compel the surrender of the plant. But a mandamus is in the nature of what we term in the law a summary proceeding, and will not be granted by the courts, unless the legal road is pretty clear of obstacles. The city had a touch of this kind of proceeding in its effort to compel the running of the cars on the Williamsville branch, and was defeated.

But suppose the mandamus is granted, can an appeal be taken by the company? I answer yes, very likely, as far as the privy council, as it would be an order affecting a substantial right. It may be that there is a statute of this province limiting an appeal of this kind to the Ontario courts. I have not examined that phase, and so will not pronounce an opinion, but it is probable that an appeal will lie from a mandamus to the privy council. Again, we will suppose that an appeal has been taken to the privy council and that the city has been successful. In what condition are we now? The city has the plant, but what about the $100,000 bonds which, of course, are a lien against the plant? And now we have come to a stage where the fifteenth clause is to play a part.

A bond comes due or the interest thereon, and both the city and the company refuse to pay. A suit is entered against the city and a judgment obtained, for I hold that a suit could not be entered against the company (if it were in existence) in the first instance for the amount due on the bond, for the reason that a demurrer would lie for want of jurisdiction, as against such an action against the company in the first instance. The city pays the judgment, and it may be with costs, and turns about to sue the company by way of recoupment if there are grounds for an action under clause 16. Now we are un squarely against the 15th clause. Is there any one to sue? This is the point of my article. But I moot the question before the Kingston bar, which in my opinion (and I have run up against many of the Toronto and Ottawa craft), is as good a bar as there is in the Dominion. The company, by the express terms of this 15th clause, is out of existence as soon as the plant is taken over by the city, of that there is no question, and there are no saving clauses in the 15th section to meet the present emergency as outlined.

We come then to this: Are the individual members of the present company personally liable to the city in an action? Let some of the Kingston bar, outside of lawyers interested give us the benefit of their legal learning. Is there any way to avoid all this? Possibly, but not probably. If the city should get ready to take over the plant, they would likely call upon the company, before any money was paid to give the city a bond of indemnity against all bonds, debentures, debts and liabilities of every name and nature whatsoever. But suppose the company would say, as they would very likely do, we will give you a bond of indemnity against all debts and claims that have arisen since the date of the contract, July 14th, 1896, but not for any bonds or debentures prior to that date. What then would happen? Why the city would apply to the court for a mandamus compelling the company to execute such a bond of indemnity. And suppose such a mandamus should be granted, could an appeal lie? The company is rich, the city is poor, and can the city afford to take all these legal chances of annoyance, expense and heavy judgments for the sake of now taking the plant over? Am I writing this in the interest of the company? Far from it. I am writing it quite as much in the interest of the city. The company is nothing to me. I have no stock in it, and when the list of stockholders was published in the Whig, I saw that outside of a half-dozen members, I would not know those stockholders if I met them on the street. I am writing solely and only in the interest of justice and equity, as these great questions present themselves to my apprehension.

The franchise of the company expires May 4th, 1910, and then the city can acquire the plant, without a law suit, as then there will be nothing to law about. The city will have to pay the amount then to be found by arbitration, and 10 per cent. bonus.

FAMOUS JAPANESE TEA PAGODA.

Much interest attaches to the little tea pagoda on Lake Biwa, at Okitsu, Japan, shown in the above illustration, for it was here that the present czar was attacked by a fanatic on May 11th, 1891. He was then czarwitch, and his life was saved from the would-be assassin by Prince George of Greece, who was his travelling companion. So distressed were the people of Okitsu at this grave violation of hospitality that some of the leading men among them even proposed to change the name of the town in order that its unenviable reputation might become merged in obscurity.

I do not believe that it is generally known to the citizens that according to the 17th clause of the agreement in case the by-law fails of passage, the city has the right to build a plant of their own immediately so far as the lighting of the streets is concerned. This power is expressly conferred by clause 17. My object in this article is apparent, and that is to set forth what the lawyers call "the glorious complications of the law," in this matter under present conditions. I desire to place emphasis on the fact that we are to vote on the by-law on the 21st of the month, and that we are voting in the dark, because we have no decision of the privy council on the case, and can have none until after March 21st, the day of voting.

If the conditions were normal, if the only question was the expediency of the city taking over the plant, from a financial point of view, I think the by-law would carry, but I think the by-law is handicapped from the legal anarchy that prevails on account of having to vote without the guidance of the privy council, as to the meaning and legal effect of this very complicated agreement. I think that the city should own both the light plant and the street car, if it can finance the purchase thereof, but I don't think it is wise to take over either these undertakings when a state of legal warfare is on, and no decision of the last court to guide. We must not run away with the idea that because the waterworks has proved successful that the light plant scheme is equally auspicious, for we all must have a water service, whereas no one is obliged to use the product of the light plant, at least there are not as good reasons for municipal ownership in the case of the light as in the case of the water. I do not pose certainly as a financier, but I do not think that the city can sell its debentures, in the present stringency of the money market, and pay only 4 per cent. interest; I believe it will have to pay 4½ or 5 per cent. Some one said in the council the other night in my hearing that it would take at least one hundred thousand dollars or more to properly equip the plant if the city should take it over now; can the city finance all this?

I for one would like to see the Kingston bar give us the benefit of their views as to some of the numerous questions of law involved in the contract, as we have not the judgment of the privy council.

But it will be said, if the by-law fails, the city will be out ten or twelve thousand dollars for expenses. Just so, but the city had better lose that amount than run the risk of being hopelessly involved in the possible expenditure of another hundred thousand or more. The Whig, in its editorial of the 7th inst. endeavored to show that the plant was a paying concern from the evidence of the Toronto expert, Mr. Crossen, before the arbitration court, but I confess surprise at that review as it gave the net profit of the concern for the years 1897 to 1900 inclusive as $5,707.66 yearly, and as the city will have to pay $10,520 yearly as interest, this would leave an annual deficit of $4,813. This return (and the figures are not mine) is based upon the sworn testimony before the court of award, and the other figures of the Whig are only speculative, as the company have not opened their books after 1900. The Whig in the issue of the 5th inst. gave a list of the property-holders owning houses worth $1,200 and less, re the new assessment law, and by consulting that list it will be seen that the major part of the property owners voting on the by-law own property of the value of $1,200 and under, and the per cent. of this class of voters is largely in excess of those owning property over the value of $1,200, and so it follows that the fate of the by-law will be decided, probably, by the vote of the property holders of $1,200 and under. To conclude, and this letter is now lengthy, who is to blame for this unfortunate mix-up in this important matter? I think it not proper or philosophical to charge the blame upon any particular parties, for such occurrences are common in the transactions of the affairs of human society; the best thing to do, and the only thing to do, is for the electors to accept the situation just as it is, and make the best of a bad bargain, as we say. It follows from what I have written in other letters, that I do not chide the company for standing up for what they esteem their vested and statutory rights. I am surprised that there is not more said and written pro and con upon a matter of such long standing and importance. My opinion, and no one asks me for it, and no one pays me for it, is this: The whole scheme of municipal ownership of the light plant was ill-conceived and ill-starred from the beginning, for the simple reason that the city can not finance it. From all that I can learn from those who ought to know, it would not be too much to say that if the city owned the plant to-day, it ought to have an outlay upon it, to make it right of $70,000. The plant is a first class investment if the proper capital can be secured for its rehabilitation and equipment. If the city can see its way to interest private capital to come to its aid to the tune of $100,000 then it should go ahead and take it over (if it takes the advice of its solicitor that there is no danger of further legal complications). Under present financial systems it takes money to make money, and the light plant is no exception. It is the easiest thing in the world for a man or a city to put the noose of debt over the head, but it is not so easy to withdraw therefrom. The borrowing power of the city, to-day, is not what it was when it took over the water works by any manner of means. The assessment of the city is in round numbers something less than eight million of dollars, and its debt in the neighborhood of a million, and I do not think that you can find a city of the same assessment value in the United States or Canada, which has been able to carry a debt of more than a million dollars. We must not be unduly enthused with the notion that municipal ownership of light plants is always a success (much as I and others admire the principle) for the tabulated returns from these plants in England, the United States and other countries for seventy-five years show that at least one-half of such enterprises have proven unsatisfactory in their results.—M. S. BURNETTE.

GOOD NEWS FOR SORE NOSES!

AGNEW'S CATARRHAL POWDER

wins—the only one of them all that was and is a CURE. Beats all others in the first five minutes.

Begins to cure instantly and does not stop until its work is done. Colds, headaches, put out of the way.

Means a certainty of pure breath, easy breathing, blood purified, defects of hearing relieved, and avoidance of pulmonary disease.

CAPT. BEN CONNOR, of Toronto, radically cured of Catarrhal Deafness of 12 years' standing, writes:—"Some time ago I procured Dr. Agnew's Catarrhal Powder, and it has cured me entirely. I can to-day hear as good as ever."

Don't have a single blotch on your skin when Dr. Agnew's Ointment will cure any and all disfiguring skin diseases.

And if you suffer with Piles, while 'tis in the house you suffer no more. Price 35 cents 26

Sold by W. H. Medley and G. W. Mahood.

A New Wrinkle, (No. 8.)
Corn Chowder

One-half teaspoonful Armour's Extract of Beef.

1 can corn	1 small sliced onion
4 cups potatoes cut in ½ inch slices	4 cups scalded milk
1 ½ inch cube fat salt pork	8 common crackers
	3 tablespoonfuls butter
	salt and pepper

Cut pork in small pieces and fry out. Add onion and cook five minutes, stirring often to prevent burning. Strain fat into stew pan. Parboil potatoes five minutes in boiling water to cover; drain and add potatoes to fat; then add two cups boiling water. Cook until potatoes are soft, add corn and milk; then heat to boiling point. Season with salt and pepper. Add Extract of Beef, butter and crackers split and soak in enough milk to moisten. Remove crackers, turn chowder into tureen and put crackers on top.

Above is taken from edition *de luxe* "Culinary Wrinkles" (just out) which will be sent postpaid to any address on receipt of a metal cap from jar of Armour's Extract of Beef.

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Everything is here--Kalsomine, Paint and Scrub Brushes, Brooms, Alabastines, etc.--Everything you want in house-cleaning. COME IN NOW.

Lemmon, Claxton & Lawrenson, King Street.

POETICAL SELECTIONS.

A Bargain.

Washington Post.

Belinda bought a bargain
Black net to make a dress;
Marked down from something fearful
To half the price or less.

It only cost four dollars,
The lining cost fifteen,
And fifteen more for chiffon
The silk and net between.

Then forty yards of ruching
And thirteen pounds of jet,
Some lace, a little velvet
To brighten up the net.

Then twenty for the making—
It is a bargain gown—
It only cost four dollars,
Because it was marked down.

Winter Of 1904.

Rex Remah.

Breathes there a man who ever saw
A winter pass without a thaw?
Who saw it snow and blow and storm,
And thought it never would get warm?
If such there breathe, go ask him how,
He thinks that time compares with now.
Low the thermometer, high the snow,
Piled up as high as winds can blow.
Despite the fact that we have seen
It stated that there's ever been
Such cold as this, perhaps this man
Can tell us things no other can.
Living through two such awful dates,
Doubly unkind have proved the fates
To force a man, while here below,
To pass two winters in such snow.

The Boys We Need.

Here's to the boy who's not afraid
To do his share of work;
Who never is by toil dismayed,
And never tries to shirk.

The boy whose heart is brave to meet
All lions in the way
Who's not discouraged by defeat,
But tries another day.

The boy who always means to do,
The very best he can;
Who always keeps the right in view,
And aims to be a man.

Such boys as these will grow to be
The men whose hands will guide
The future of our land; and we
Shall speak their names with pride.

All honor to the boy who is
A man at heart, I say;
Whose legend on his shield is this:
"Right always wins the day."

The Average Man.

Margaret E. Sangster, in Harper's Weekly.

When it comes to a question of trusting
Yourself to the risks of the road,
When the thing is the sharing of burdens,
The lifting the heft of the load,
In the hour of peril or trial,
In the hour you meet as you can,
You may safely depend on the wisdom
And skill of the average man.

'Tis the average man and no other
Who does his plain duty each day,
The small thing his wage is for doing,
On the common-place bit of the way.
'Tis the average man, may God bless him,
Who pilots us still in the van,
Over land, over sea, as we travel,
Just the plain, hardy, average man.

So on through the days of existence,
All mingling in shadow and shine,
We may count on the every-day hero,
Who hapily the gods may divine.
But who wears the swarth grime of his calling,
And labors and earns as he can,
And stands at the last with the noblest,
The common-place, average man.

There are many forms of nervous debility in men that yield to the use of Carter's Iron Pills. Those who are troubled with nervous weakness, night sweats, etc., should try them.

Only one-third of the world's population use bread as a daily article of food. Nearly one-half of the people of the world subsist chiefly on rice.

Ayer's Sarsaparilla

Just ask your doctor all about it. He will tell you, "It is the best blood medicine you can possibly buy." J. C. Ayer Co., Lowell, Mass.

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The Leading Undertaker
Open day and night. Personal services.
'Phone 147 for ambulance.

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5 Velour Couches, in Pretty Shades; only $6.50.

2 Parlour Sets, in Velours, Silk Plush Bands; only $20.

1 Hair Cloth Parlor Set, 5 pieces, slightly used, at $18.

Hall Racks, Screens, Easels; all at reduced prices.

JAMES REID.

ORANGES

Bitter Oranges at 15c. per dozen.

Bitter Oranges at 20c. per dozen.

Bitter Oranges at 30c. per dozen.

Bitter Oranges at 40c. per dozen.

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Here are the two most economical fuel investments we know of:

Hard Coal! Hard Wood!

Whether it's Wood or Coal we deliver, we employ careful teamsters, who know their business too well to do it in an untidy way. No extra charge for the cleanliness—But it's worth something to you.

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