THE FERNIE LEDGER

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Library Legislative Assembly APR 20 1907 VICTORIA, B. C.

COME TOGETHER

Aylesworth and Foster Tell Each Other of Their Love and Emmerson Starts In

The fuel situation in the Crow's Nest Pass does not worry the members of parliament at Ottawa.

Thursday things got so warm that ice was more of a necessity than coal or coke.

While in committee on supply, Finance Minister Fielding poked up the fire to a white heat when he explained the expense bill of the late insurance commission. The bill amounted to $105,000. Each commissioner was paid $30 per day; G. F. Shepley, chief council, received $100 and expenses, and assistant Tilley $50.

But those items were not the cause of the tropical heat.

Fowler started a debate which proved one of the stormiest of the entire session. While he was explaining his purchase of western lands, Martin (Montreal) raised the question of the propriety of the use of Foresters' money for speculation purposes. Fowler, with clinched fist, challenged proof of what he characterized as a slander and untrue.

Martin explained that his remark was general and not personal, but Foster insisted that the remarks be recorded. Chairman Marcil said he had not heard Martin's words distinctly, and the minister of justice said that other matters having intervened the words could not be recorded under the rules.

Martin, his words ringing with passion, wanted to know if a member of the house could be allowed to make "scandalous, lying assertions" against his fellow members.

Aylesworth was on his feet in an instant to respond, but could not get a hearing amidst the din from the opposition benches.

"Conspirator you," hissed Foster through his teeth at Aylesworth. "There stands the conspirator."

When the minister could be heard he protested against Foster's words as unparliamentary, but made no allusion to the references to himself.

The chairman then ruled that Martin's words need not be recorded.

Thompson, of the Yukon, is mentioned for the vacant Yukon commissionership. When seen he would neither confirm nor deny the report that the commissionership had been offered him.

READY FOR EMMERSON.

J. H. Crockett, editor of the Fredericton Gleaner; Mr. Dennis, managing editor of the Halifax Herald, and T. W. King, of the Toronto World, met at Moncton a few days ago. After reviewing the situation at length they decided that there would be no retraction of the statements made in the Gleaner concerning Hon. Mr. Emmerson.

"Should the case be proceeded with," said Mr. Dennis, "it will be one of the most interesting in Canada, Sir Wilfrid Laurier being the first of over five hundred witnesses to be called, of whom Moncton, Dorchester, Ottawa, Montreal and New York parties would figure."

SHERMAN MAKES A STATEMENT

President Sherman made the following statement to the public Thursday, defining the present stand taken by the men:

In order that the public may understand what the demands of the Canadian mine workers are at this time, I wish to state that we are willing, for the sake of peace, that the present standard rates shall be continued, with an advance of ten per cent. upon all rates. The minimum rate for outside labor shall be $2.50 for a ten-hour day. The wages to be paid every two weeks. That the eight-hour bank to bank day be established at all mines in Alberta. We do not desire to enter into any legal technical agreement with any coal company in the district.

An agreement as to wages and hours will suit. All existing customs to be maintained. We do not insist upon an open or closed shop, neither do we seek to take any advantage over any coal company in a legal or technical manner.

We are prepared to negotiate at once with any company in this district without waiting for an investigation board.

It looks as though there should be no difficulty in arriving at a settlement upon such a basis without putting in motion legal machinery at much cost of time and money.

MEDAL CONTEST.

The medal contest under the auspices of the W. C. T. U. last Monday night in Stork's hall again brought out a good crowd of people, who were greatly interested in the efforts of the different contestants, each one of whom acquitted herself most creditably.

The first contestant, Miss Rutan, was awarded the beautiful silver medal by Rev. Mr. Hall, one of the judges, in a short but very expressive little speech.

The other contestants were Miss Bessie Hazell, Miss Hall, Miss McClyment and Miss Grace Dudley.

The judges reported that there were only two or three points between the score credited to Miss Retan and that of Miss Bessie Hazell, and commended the efforts of all the competitors.

The other two judges were Rev. Mr. Kempton and Mr. Peddlar.

The musical part of the programme was good. Mr. Hamilton, who sang two solos, was vigorously applauded as was also Miss Gladys Hughes for her good rendering of that difficult solo, "The New Jerusalem." Miss Cassie Cody played a piano solo and the three Hazell sisters closed the entertainment with a very harmoniously rendered piano trio, which brought an encore.

Another contest will take place in about a month's time, and the growing interest which has developed will ensure a large attendance.

DON'T BE IN A HURRY.

Mr. Alexander Hurry and Miss Catherine McKenzie, both of Moyie, were married in Cranbrook at the Presbyterian manse on Tuesday evening last. Mr. Hurry works at the St. Eugene mine, and Miss McKenzie has been employed at the Manhattan hotel. The Leader extends congratulations.—Moyie Leader.

Perhaps there will be a little hurry some day.

Eckstein Will Stick

The Ledger learns as it goes to press today that word has been received from Ottawa that the objection to Mr. I. P. Eckstein as the representative of the several miners' unions in this district on the conciliation board, made by some of the operators, have been overruled by the department of labor and that the boards will be speedily organized and all actions indicating a desire to resort to technicalities will be swept aside.

This prompt action will tend to restore the confidence of the miners, which had been shaken by the Taber incident, and it now looks as though there may still be a peaceable way out of the difficulty.

YES, THEY DIG WITH SCISSORS

The Calgary Herald being in the coal mine business, and having expert coal miners upon their editorial staff, is in a position to discuss technical matters in coal mines wisely and intelligently, and give sage advice to miners and operators. Other papers not being so fortunate cannot give quite as sage advice. However, it requires no technical knowledge to decide that an attempt to place the miners before people upon an unfair or impartial issue, is both despicable and cowardly, and to attempt to make an issue upon what one miner is supposed to have said, is futile and unfair.

The Ledger clips the above from the editorial columns of yesterday's Albertan. It is another evidence of the manner in which some of these coal operators do business with the press.

The Calgary Herald seems to have lately joined the ranks of the coal corporation papers, and is playing at the old anti-Sherman game in an effort to discredit the position and propositions of the miners.

The vote cast throughout District 18 this week should convince everybody that there is a great deal more than a personal interest behind that solid movement for better wages and better hours.

The Ledger will probably give the Herald a good chapter along the open shop line of argument next week.

A broken toy, a chicken bone,
A piece of liver, a rubber shoe,
Some faded flowers, a state corn-
pone,
Everything that's not too new,
Is garbage
Old tin cans and melon rinds,
Sister's letters and father's hat,
Empty bottles of various kinds,
The fuzzy remains of the family cat
Is garbage.
Things of iron and wooden things,
Anything dead, or old, or bad,
That walked the earth or went on
wings,
Is garbage.

—Exchange.

A city team, a new red cart,
A driver and a harness new,
Will prowl about in every part
Of town amidst the early dew,
And cart away that garbage.

"WE ALL SAY STRIKE" ROLLS BACK ANSWER

A Magnificent Endorsation of Their Leaders is Returned from Bankhead to Fernie—"Come On, Macduff," is the Mine Workers' Cry

District President Sherman of the U. M. W. of A. states that the referendum vote so far as taken in District No. 18 shows over 90 per cent. of their membership to be in favor of striking. The following are the figures:

	For	Against	Total
Vote at Michel	318	85	403
Vote at Fernie	717	45	762
Vote at Lethbridge	117	8	125
Vote at Coleman	285	4	289
Vote at Lundbreck	65	2	67
Vote at Tabor, 1959	39	15	34
Vote at Frank	110	8	118
Vote at Hillcrest	39	10	49
Vote at Bellevue	61	9	70

AFTER HARRIMAN

The Attorney-General of Illinois Wants to Go After Pirates of Chicago & Alton

Full significance of the Harriman deal in the Chicago and Alton railroad properties is only just dawning upon the minds of the people of America. According to the statement of State Attorney Stead, of Illinois, given below, it will be seen that Harriman and his associate pirates have heaped upon that railroad property a debt of $57,000,000, which was not done according to any state law governing such things. The company is hopelessly bankrupt, and Harriman cleaned up at least $24,648,600 out of the dishonest, unlawful piece of trickery, and is still at large.

Mr. Harriman, however, has done the common people, working men of all classes a very great service by placing before them an object lesson which is worth all the lectures that have been listened to for the last five years. Harriman has only done in a flagrantly, open and insolent manner the trick that has been played by craftier men for years, until there is today in the safes and vaults of the world 1,000 millions of stock which was sown, cultivated and harvested in exactly the same way as was the Chicago and Alton extra issue of stocks, the only difference being that Harriman grew his on the hot-house plan, being in a hurry to realize.

Attorney-General Stead today handed Governor Deneen an opinion on the dealings in the Chicago and Alton railway properties within the last few years by E. H. Harriman, and some of his financial associates, including G. J. Gould, James Stillman and Mortimer L. Schiff. The opinion is a response to a request communicated from Governor Deneen March 22, soon after the return of Governor Deneen and Mr. Stead from a conference with President Roosevelt at Washington, in which the Attorney General was asked what his conclusions were on the matter and what action, if any, was contemplated by the legal department of the state.

After setting out at some length the various acts of which the railroad corporations and properties forming the Alton system were subjected, Attorney General Stead concluded that there is not the least doubt that a civil remedy exists against the "financiers who have wrecked this prosperous railroad company, and at the expense of innocent stockholders and bond holders have gathered to themselves a harvest of millions of dollars."

Mr. Stead is doubtful, however, whether it is the province of the state of Illinois, which apparently would be the natural procedure on the part of the state, would bring most of the suffering upon innocent stockholders, because, Mr. Stead says, "Mr. Harriman and his friends have already unloaded a large portion of their holdings."

Mr. Stead inclines to the belief that the remedy lies with the company itself, or in the event of its refusal to act with some one or more of its stockholders. This conclusion, however, is not final, for the attorney-general specifically states that if he should become satisfied upon further investigation that an effective remedy can be enforced by the state he will not hesitate to institute proceedings. No opinion is expressed as to whether the members of the Harriman syndicate are criminally liable under the statutes of Illinois. According to the figures set out in Mr. Stead's opinion, Mr. Harriman and his associates made a total profit of $24,648,600 out of their respective operations. Involving the Alton properties, as a result of this enormous profit to themselves, the railroad companies comprising the Alton system, are thrown into hopeless bankruptcy.

The indebtedness of the companies as shown by the figures in Mr. Stead's opinion, has been increased to a total of $80,636,218 since they fell into Mr. Harriman's hands.

Of this amount only $22,500,000 according to Mr. Harriman's own testimony the attorney-general says was incurred for improvements, betterments or extension of the roads.

The attorney-general continues: "Over $57,000,000 of this indebtedness or more than 70 per cent. of the entire indebtedness created by this syndicate, upon the properties of these several companies were not created in furtherance of any legitimate purpose for which a railroad company is or can be organized under the statutes of the state of Illinois."

HAVE CONCEDED 8-HOUR DAY

There now exists no trouble at the Taber mines.

The management has conceded the eight-hour day, and the men are now at work.

This removes one of the troubles of the Taber situation, and is a decided victory for the men.

This was brought about without the aid of the government.

The men insisted upon the observance of a written contract signed by both parties to the agreement, and under that contract the men are now working.

GREEN PASTURES.

Seventeen hundred and thirty-five good big healthy trees planted in the city this spring will increase the beauty of our city, which is already noted for its verdant beauties.—Lethbridge Herald.

Now, if anyone else had hinted that Lethbridge was just a little green, how green she would have felt.

Minard's Liniment cures Dandruff.

ACCIDENT ON C.P.

Many People Burned to Death While Others Are Fearfully Injured

A horrible disaster occurred to the west bound express on the C. P. R., 22 miles east of Chapleau station, which is east of Fort William, Wednesday, in which nine adults and six children lost their lives.

A number of passengers were injured, and were taken to the Fort William hospital, but it is reported that none of the injuries are of a very serious nature.

The train is reported to have been running at the usual rate of speed when it was partly derailed by a broken rail.

The derailed cars ran down an embankment and caught fire, it is supposed, from the cooking range in a tourist car. It is believed that most of the dead were occupants of this car, and were pinned beneath the wreckage and killed outright or cremated, as the flames consumed the wreckage. The names of the killed are:

William Day, London, Eng.; Winnie and Susan Horton, Sharing Heath, Kent, Eng.; C. S. Goulding, his brother and his brother's wife and two children, of Palistow, Essex, Eng.; Mrs. Bjorkland and children, of Worchester, Mass.; Mrs. H. B. Hampton and baby; Mrs. D. Davidson and baby.

Mr. Hampton and Mr. Davidson were accompanying their families but escaped.

They were emigrants from the steamship Kensington, sent out by the Salvation Army emigration bureau.

THE INJURED.

The injured are: Louis Gillette, London, Eng., hands cut slightly.

Wm. Williamson, Brandon, both hands burned and cut.

Jos. Gibson, Salisbury, Eng.; back sprained.

N. Koumiss, Fort William, scalp cut and both hands burned.

Chas. Coleman, Portsmouth, Eng., head, face and hands burned, back sprained; serious.

Alphonse Ferlade, Ste. Marie, Beauce, Quebec, fractured metacarpal bones.

Archibald Stutson, Cheltenham, Eng., wrist sprained.

S. Knight, Cambridge, Eng., leg slightly bruised.

Ernest Knight, Cambridge, Eng., wound over eye and ear cut.

Harry Williams, Manchester, Eng., wrist cut.

John F. Aubister, Orkney Island, face and both hands severely burned.

Wm. Hamilton, Dumfrieshire, Scotland, sprained wrist.

Wm. Ward, Orkney Island, face and both hands severely burned.

Joseph Townsend, Scotland, going to Winnipeg, left wrist jammed.

Arthur McGray, Heisloud, going to Moosejaw, slight cut on finger.

Patrick Harvey, Wigland, Scotland, hand cut.

Peter Bueroff, Winnipeg, leg slightly bruised.

Herbert Jacob, Athens, Ontario, nose cut.

A. Dechaisse, Woonsocket, R. I., generally shaken up.

George LaTouche, Winnipeg, scalp wounded.

Geo. Hicks, Athens, Ont., leg bruised.

N. C. Savage, West Shefford, Que., both hands burned.

Ed. Collier, West Shefford, Que., side injured and head bruised.

Frank Schmidt, Winnipeg, foot bruised.

John Urry, London, Eng., slight scalp wound.

Roderic Davidson, Exshaw, Alta., hand slightly cut.

W. D. White, Whiteside, Ont., leg slightly cut.

A. W. White, Whiteside, Ont., cut over eyes.

J. T. Turner, Soo, back and hip bruised.

Lawrence Griffin, Carleton, N. B., wounds on hands.

James Clark, Carleton, N. B., hip slightly bruised.

Clarence Sproule, New Glasgow, N. B., two scalp wounds.

S. B. Rosetter, Windsor Hotel, Winnipeg, scalp wound.

H. Saunders, Schrieber, Ont., two small cuts on back of hand.

R. Gamble, Fort William, hand cut and hip bruised.

Skookum Lumber Co.

A. T. Claxton, W. A. Mitchell, J. B. Turney and James Broley have organized themselves into a skookum lumber company, and have named it the Skookumchuck. Chuck the last sylable, boys, and have a skookum name.

The new company is capitalized at $100,000, and A. T. Claxton is president; W. A. Mitchell, vice-president; J. B. Turney, secretary, and J. A. Broley, treasurer.

The company owns 12,000 acres of timber on Skookumchuck creek, a tributary of the Kootenay river, and have leased their holdings to Parker and Thorpe, who are erecting a large sawmill near Wardner, to which the timber will be run.

Over 300,000 ties have been banked ready to run, besides a quantity of sawlogs.

These are all good boys, and The Ledger hopes to see them get rich in their new venture.

They have also 5,000 acres of fine timber on Tata creek!

Ta, ta, boys.

LITTLE DOING IN LEGISLATURE

There has not been much doing in the legislative assembly at Victoria during the week, aside from a rather inanimate discussion on the University Endowment bill.

Premier McBride has started on his chase after Sir Wilfrid Laurier, and if he does not get lost on the way therewill be trouble in London.

Hawthornthwaite called the premier's trip a ridiculous one, and said he should have explained his object to the house before he left.

The Endowment bill got past the committee stage after some amendments.

As at first introduced by the minister of education, the amendment, according to Macdonald, would reserve the timber royalties from lands to the general revenues and allow the coal royalties to go to the university. He said, if drawn by a lawyer instead of a doctor, he would believe it was cunningly framed.

Young said it was framed in line with Macdonald's suggestion.

"Why don't you accept my amendment," he was asked.

"I have boiled it down," said Young.

"You have boiled the juice out of it," came the reply.

The Land act amendment introduced by the government provides for 25 cents royalty per thousand instead of 50 cents and wipes out third class lands, leaving only first at $5 and second at $2.50 per acre.

MUCH INDIGNATION.

An open-air indignation meeting was held in the C. N. R. west yards last Monday afternoon at 4 o'clock, attended by 400 home-seekers, when a petition, appealing for relief was drafted and signed by all present to be presented either to the mayor of Winnipeg or to the provincial government.

A telegram was also despatched to the chairman of the railway commission at Ottawa, asking this body to take immediate action in aiding them to reach their homesteads.—Tribune.

BADLY MANGLED

Little Florence Beaver Meets With Fearful Accident, but Is Still Living

Last Saturday afternoon, Little Florence Beaver, the six-year-old daughter of Mrs. Beaver, one of the widows of the never-to-be-forgotten explosion of May, 1902, while gathering coal in the M. F. & M. yards, in company with her brother Arthur, two years older, met with a misfortune which will remain with her during the remainder of her life.

It seems that they became confused amidst the multitude of tracks and moving cars and engines, and in endeavoring to get out of the way of approaching cars ran into a trap from which they could not escape, and the little girl was caught under the wheels of a moving car, and her left leg was crushed between the knee and ankle joints.

Three fingers and a portion of the left hand were also caught and ground to pulp.

Arthur tried bravely to save his little sister, but failed, and it is a wonder that he too was not caught.

The trainmen could not avert the catastrophy, as it all happened too quickly to allow of action.

The troubles and misfortunes of some people in this world are past understanding, and Mrs. Beaver seems doomed to bear a heavy share. She has just returned to her home from the hospital, where she has been for some time recovering from the effect of a very serious surgical operation.

Now little Florence takes her mother's place in the hospital.

There are good people, though, who will emulate the example of little Florence's great namesake and do all they can to keep cool and soft little Florence's bed and aid the mother and family in this second hour of sadness which has come to them.

The ladies of the benevolent society will take interest in these sufferers, and the Knights of Pythias and Odd Fellows have taken up the matter and are giving an entertainment Monday night in I. O. O. F. hall for the benefit of these sufferers, and O. N. Ross has, at the suggestion of many citizens opened a subscription list at his office in the post office block, where anyone desiring to contribute to so deserving a cause can have an opportunity to do so.

The only support Mrs. Beaver has to help her keep her family of five children together is her 17-year-old son, and people will not need a second call for such a worthy object.

SAYS SCARCITY OF LABORERS

A. G. Creelman, of Rossland, building contractor for the C. P.R., was in the city yesterday on his way north, where he has some work in hand for the company. Mr. Creelman reports that the mining and lumbering industry throughout the Kootenays are in a very prosperous condition, the high price of copper making it possible to work properties which a few years ago could not be operated at a profit. The great drawback all through the Kootenay country is the scarcity of labor, and this is greatly retarding the development of the country.

The smelters at Trail, Grand Forks and Nelson are being operated to their capacity, or to as great an extent as labor can be secured.

Considerable anxiety is felt among smelter men and mine operators as to the future action of the miners, and, there is a feeling of uncertainty as to what action will be decided on by the coal miners. At the present time there is not a smelter in the Kootenay that has more that a week's supply of coke on hand. Should the miners at Fernie and Michel decide to strike, it would paralyze the mining and smelting industry of the entire Kootenay country. Even the railroads have but a short supply of coal ahead with which to operate their roads. The coal and coke situation at the present time is a serious one, as on it depends entirely the prosperity of the country, and the general feeling among the people is that the next few weeks will decide whether the coming season will witness a great development of the mining or smelting industry of the country, receive another setback from which it will take years to recover. The hope, however, is entertained that some amicable agreement may be arrived at which will avert what would otherwise prove a catastrophy.—Calgary Albertan.

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The Fernie Ledger

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D. V. MOTT, Editor. R. G. MARSHALL, Business Manager

SATURDAY, APRIL 13, 1907.

The Present Situation

The past week has been one of history making in this rough little corner of "God's footstool."

Under the head of "Rich for the Rich and Poor for the Poor," the Ledger lays before its readers, in another column, the new Dominion act commonly known as the "Conciliation act," and advises every miner as well as every other person who has any interest at all in the industrial welfare of this great district, to read and carefully ponder over the provisions of this remarkable bill.

A careful analysis of its provisions will reveal the indisputable fact that under its provisions the labor unions are deprived of the one weapon of defense they have had with which to compel recognition of their organization and their interests, and has given them instead a piece of legal machinery, the skillful working of which by their opponents will compel workmen to work for months under conditions and at wages unjust to them and permit their opponents to cut their wages, and out of their extra profits of such reduction keep full the company defense fund at the expense of the laborer.

This bill was not placed upon the statute books of the Dominion at the request of the laboring men or their unions.

It is supposed to be the official answer to the demands of the people that labor troubles should not be allowed to interfere with the supply of fuel to the public, as was the case last winter as a result of the Lethbridge and Fernie strikes.

The action of the Taber management and the proposed action of the other operators under the new bill are the first steps in a practical demonstration of what can be done under the provisions of that bill.

To thoroughly understand the present situation, it is necessary to bear in mind the events which have led up to it.

While the trouble was on at Lethbridge, the pressure of public opinion grew to be so irresistable that the Alberta, the Saskatchewan and the Dominion governments were forced to take all available steps to bring about a resumption of work.

Threats were made in the press that if an agreement was not reached that the government would have to take hold of and operate the mines. A temporary agreement was finally arrived at, and the miners went back to work under protest, surrendering their claims to a great extent, as a concession upon their part to the people who were suffering for the want of coal in the middle of a severe winter.

Labor Commissioner Mackenzie King and the premier of Saskatchewan were loud in their praise of these men for their self-sacrificing spirit, and the men went back into their dingy, dark cells in the earth, feeling that they had won the confidence and respect of the people and government.

These men who made these sacrifices say that at the time they agreed to go back to work they were assured that the Alberta government would, at its next session pass an eight hour law, and it was upon that understanding that they succeeded in getting the men to resume work.

The journals of the proceedings of the late session of the Alberta legislature do not give any evidence of any effort to put that eight-hour law into existence. Instead it was decided to place the matter in the hands of a commission for future investigation.

The hopes raised in the hearts of the workmen last winter were doomed to early death by the Edmonton spring frost, but the people got coal as a result of those futile hopes, and the disturbing element of the eight-hour law was left to be still a disturbing element in that convention of disturbing elements so lately held at Calgary.

By this concession on the part of the men and the failure at Edmonton, they seem to have succeeded in loading upon themselves, through the representatives of the people at Ottawa, a so-called conciliation bill for which they did not ask, which can be used as a club to compel them to work at reduced wages while arbitration goes slowly along.

Under this bill it will be to the interest of the operators and mine owners to continue, as long as possible, this so-called conciliation game, for in so doing they are making money at the expense of the other parties to the dispute.

A careful reading of the bill and the comments written upon it by a competent legal authority which accompanies this article, it will be seen that the provisions of the bill are such as to permit of such action, and no one acquainted with recent events in this valley will doubt for a moment that advantage will be taken of every chance of delay. In fact, copies of correspondence which has already passed between the contending parties plainly indicate the mode of procedure.

It is difficult to show how this can be avoided, and it will also be difficult to convince the miners or the public that this bill, proposed, drafted and put through parliament and rushed to the governor-general in order to have it become law before the end of March, or that the miners who composed one side of the controversy were not consultsd, that it is a fair or just bill, and was adopted after due consideration, as in the best interests of all parties concerned.

If it proves workable, which is extremely doubtful, it might relieve the public from the danger of another fuel famine, but parliament mistakes the public desire for fair play if it imagines that the public wants to keep warm at the expense of the rights of the miners or anybody else.

That the rights of the laboring men who have to work in the most exacting, dangerous and unremunerating calling, have been curtailed by this so-called reconciliation bill can not be denied, and that the rights and privileges of any class of workingmen are to be curtailed for the benefit of any other class of people at this period of industrial evolution, is an illusion that is sure to be dispelled.

From the time the labor troubles at Lethbridge broke out over a year ago, down to the present, every move has been one aiming at a temporary settlement of a dispute which will never be permanently settled until the operators and owners of mines have become convinced that labor unions are entitled to full confidence and treated with upon that basis.

The shuffling settlement of the trouble here last fall, the tempotizing arrangement at Lethbridge a little later, the failure of the Alberta government to pass the eight-hour law; the promptness of the passage and signature of the conciliation bill at Ottawa, and last, but not least, the evident shuffling for time upon the part of the operators at the Calgary convention, are all regarded by the miners as so many links in a chain intended to bind more securely the workmen in the power of the operators.

Every reader of the Ledger remembers vividly the reason put forth at the first meeting of that Calgary convention by the operators for an adjournment for two weeks was that the miner's representatives were not in a position to sign a contract that would be binding upon the men, and a two week's rest was taken in order that the mine workers representatives could go back to their unions and secure the necessary power.

It has since developed that the operators association, at whose instance this action was taken, was not then, and is not now, in a position legally to carry out an agreement if it had been arrived at. This the president of the association has admitted to be true over his own signature.

Does anybody suppose that that individual, who is said to be the possessor of a "legally-trained mind," did not know this at the time the convention was adjourned?

And knowing it, did he act in good faith with those miner delegates in sending them home for two weeks to possess themselves of authority which he and his association did not possess?

This kind of dallying, when exposed, does not add to the credit of men who were parties to it, and takes the edge off the sneers that are occasionally indulged in by some people when the honesty of purpose of the working men is under discussion. The delegates to that Calgary convention who represented the mine workers went there with a definite proposition, which they submitted in good faith to that so-called "Western Operators' association."

They were met with the statement that the operators had not prepared any proposition, and that until they, the working men, could assure them that they could make a contract, the convention had better take an adjournment.

In face of the written acknowledgement of their president, since made, who can blame the working men for placing little or no faith in the words of that president?

Another piece of transparent "play" which took place during that convention was the effusive manner in which the operators entertained the mining delegates at theatre parties, hotel banquets and "bottled Scotch" on mooving trains.

The employers of men who abuse their positions by such chaff throwing as that had better look after their servants a little.

They may at any time develop unmistakable symptoms of that newly discovered disease lately catalogued down in New York as "brain storm."

The whole of this most unfortunate dispute has been characterized by actions upon the part of the operators which has resulted in convincing the employes that there has been no earnest desire or endeavor on the part of the employers to meet them fairly and openly with a view to making a satisfactory and lasting agreement.

The Ledger does not wish to be misunderstood as believing that all the operators in this country are tricky and do not desire to make satisfactory agreemtnts. Far from it.

But they seem to be in some such position as were those railroad magnates who went to Washington a few weeks ago to interview Mr. Roosevelt. They made him all kinds of assurances. They were anxious to meet the president in an honest endeavor to settle the troubles between the people and the railroads.

But the president, after listening to them patiently and learning all the concessions they were willing to make in the interest of harmony, told them that there was still one thing lacking.

They seemed to be a little bit surprised, but recovered sufficiently to ask what that one thing was, and when they were informed by the man with the "big stick" that the one thing left for them to do was to get rid of Harriman, they all fell off their little stools on to the white house carpet. It is said that after a great deal of crying and rubbing of bruised places they all went home blubbering, "We'll be good; we'll be good."

With the aid of Mr. Harriman's own ability in the way of letter writing, these "magnates" may succeed in harrying Mr. Harriman out of their association, thereby raising their respectability to a level upon which the president can afford to do business with them.

It may be possible that some of the Harriman kind of stock are to be found on this side of the international line, and associations that wish to retain the respect of the public and the confidence of their employets should be careful that none of that kind of stock has much to do with making and carrying out bargains.

There could be only one result to all these make-shift dealings that have been going on, and the miners, with their dependent families, the stock holders in the coal mining companies and the public are today facing that result.

A referendum vote has been taken in all the local unions in District 18, with the result that a practically unanimous verdict has been cast in favor of calling a halt long enough to bring about a permanent and satisfactory settlement.

The men have not, as has been most industriously reported, come to this conclusion on account of the open or closed shop principle.

As will be seen by their proposal made when they returned to Calgary, they were willing to waive that contention and asked for a 10 per cent. raise in wages and a two weekly payday.

They are willing to forego the check-off, the discrimination clause and all other contentions and stand upon their claim for the 10 per cent. raise and the two week payday.

Just what argument can be brought to bear against these two reasonable claims it is hard to conjecture.

The cost of living is constantly on the increase, the price of coal and coke is travelling in the same direction, and there can be no satisfactory reason advanced against the payday change.

Printers get their pay every week, as do many other laborers, and in asking for their pay every two weeks the miners are asking only for the extension to them of what is the custom in many other classes of labor.

To the miners the Ledger wishes to say: Your own organizations, your own members, and your own officials are the people upon whom you must depend for the protection of your own interests.

Your experience of the past year has taught you to beware of the assassinating tactics of enemies who will try to destroy you and your organization by villifying your friends.

It is gratifying to observe that as a result of the stealthy attacks upon your officers because they proved to be beyond "approach," you have shown your appreciation of the situation by presenting, this time, a united front to your adversaries. Let no personal differences or feeling swerve you a hair's breadth from the path of your duty to yourselves, to your fellow-workmen, your families or the public. In all your actions move as one man, actuated by one purpose, and you will attain the object of that purpose just as surely as that purpose is an honest, fair and reasonable purpose.

To the public the Ledger wishes to say that being in close touch with the United Mine Workers and acquainted with the aims and purposes of the organization, we can say that at no time has it ever heard a state member or number of members or any officer of the union express a desire to stop any industry in which they are engaged.

To them would fall the greatest loss; to their families would come the greatest suffering, and no people in the world have had more bitter experiences than have these men who have had to lay down their industrial tools and take up the weapons of industrial war in defense of what they believe to be their rights.

Legal Opinion of the Bill

In view of the struggle between the coal operators and their employees, it is important that every person connected with the same should know something concerning the much discussed Industrial Disputes Investigation act, 1907, or as it is commonly called, the Conciliation act.

The act itself may be said to owe its existence to the Lethbridge and Fernie strikes. It was logically claimed that utilities and necessaries of a quasi public nature should not be withheld owing to disputes arising between the immediate parties concerned with their output and production.

If this was raison d'etre for the enactment of the conciliation bill, it has since been made abundantly clear that such no longer exists, since the minister of labor has decided that the act is a measure to be handed out to disputants only. This he has done by his refusal to prosecute the operators at Taber, who are alleged to have contravened its provisions, and by his positive statement that the enforcement of the act is left to the parties affected.

It is difficult upon a careful analysis of the conciliation bill to find out wherein its provisions will lead to peace, but, on the contrary, the act is more likely to create disturbances. An examination of the principal features of the act shows that it may be used as an instrument for gaining time by either party, and that it may take months before the board can make its recommendations. In the meantime the employees are forced to continue at work under conditions not acceptable to them.

The principal features of the bill may be summed up as follows:

By section 5 it is provided that wherever any disputes exist between an employee and any of his employers, and the parties thereto are unable to adjust it, either of the parties to the dispute may make an application to the minister of labor for the appointment of a board of conciliation and investigation. The machinery of the act is set in motion by an application being made as provided by sections 15 and 16. It is optional with the party in making his application to nominate his member of the board, it being provided that if he do not do so, then, or within five days after being requested so to do by the minister, that official may, on cause shown, appoint a member for such defaulting party.

It will be seen that where a party fails to nominate his member of the board, a procedure involving time has to be followed, and taking into consideration distances and probable results, it is easy to see that a month may pass by before the said member is appointed.

After the aupointment of the members by the respective parties has been made, such members recommend a third party, or chairman of the board, but here again if they fail to do so within five days after their appointment or such extension thereof as the minister, on cause shown, grants, the minister shall, as soon thereafter as possible, appoint a fit person to be a third member of the board, and another period of delay may be met with.

After the full board has been appointed, notice giving the names of the members is sent by the registrar to the disputants. The board is required forthwith, after receiving a copy of the application for the appointment of such board, and of its accompanying statement and declaration, and of the statement in reply, to proceed to deal with the matters referred to in these documents. It rests almost entirely with the board as to whether its enquiry shall be an expeditious one or otherwise, but the act certainly contemplates that delay shall not be a feature of their proceedings. So in this respect the spirit of the act is very good.

The board is required to endeavor to bring about a settlement of the dispute, and for that purpose it is vested with very large powers, including the right to make examination of persons and get discovery of documents which in no other way can be done. There is no doubt that powers of the kind, if properly exercised, may bring forth very useful information, and produce desirable results, because it will not be within the power of either party to withhold from the other those data upon which a meritorious award or recommendation can be founded.

After the board shall have finished its examination as provided by the statute, it is required to make a report and recommendatioa to the minister in wriding, and this report may be freely published.

If, after receiving the recommendation of the board either party disents therefrom, they are at liberty to call a strike, or enforce a lockour as the case may be. But pending the reference, it is unlawful for any employer to declare or cause a lockout, or for any employee to go on strike on account of any dispute, and heavy penalties are provided for contravention of this provision of the act.

Another section of the act (57) requires employers and employees to give at least thirty days' notice of intended change affecting the condition of employment, with respect to wages or hours, and it goes on to provide that in either case where a dispute has been referred to a board, until the dispute has been finally dealt with by the board, neither of the parties shall alter the conditions of employment with respect to wages or hours, and provision is made against a strike or lockout taking place.

It is not clear whether this section would apply to a notice of change served upon either party before the actual reference of disputes to the board. If the section is not effective in such a case, it will follow that employers may make large deductions from their employees, and in that way the latter would be furnishing the former with sinews of war in the way of money. Again, if such a construction can be placed upon the section in question, it would mean that if an employer e g., had, pending the recommendation of the board, received by way of deduction from his employees the sum of $50, he would not be compelled to refund the same.

A penalty is imposed upon any employee who goes on strike contrary to the provisions of the act, the minimum amount being $10 and the maximum $50 for each day or part of a day that such an employee is on strike. With a large body of men to deal with it might take months, if not years, to hold the hearings and impose the fines against parties alleged to have contravened the act in this respect.

The act is one which if bona fide resorted to and the parties united in securing expedition, is capable of bringing about desirable settlements and producing long periods of industrial peace.

Provision is made against technical irregularity so that in the case which confronts our people at the present time the department of labot can force the parties to do business.

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LAND NOTICE

I HEREBY GIVE NOTICE THAT SIXTY days after date I intend to apply to the Chief Commissioner of Lands and Works for permission to purchase the following described lands.

Commencing at a post on west side of Elk River between Morrissey and Elko, B. C., and south of the mouth of Tunnel Creek, thence west 40 chains, thence north 40 chains, thence east 40 chains to Elk River, thence south 40 chains down Elk River to place of beginning.

THOS. LETCHER

Dated at Fernie, B. C., March 28, 1907. 46-7

TIMBER NOTICES

NOTICE is hereby given that, 30 days after date, I intend to apply to the Hon. Chief Commissioner of Lands and Works for a special license to cut and carry away timber from the following described lands, situated in South East Kootenay.

No. 1. Commencing at a post planted about fourteen miles west of the Kootenay River, one mile north of the International boundary, thence south 80 chains, thence east 80 chains, thence north 80 chains thence west 80 chains to place of beginning.
Located February 4, 1907
J. L. McINTYRE, Locator
JAMES CAMERON, Agent

No. 2 Commencing at a post at the northwest corner of J. L. McIntyre's timber claim, thence south 80 chains, thence west 80 chains, thence north 80 chains, thence east 80 chains to place of beginning.
Located February 4, 1907
W. S. KEAY, Locator
JAMES CAMERON, Agent

No. 3 Commencing at a post planted at the northwest corner of J. L. McIntyre's timber claim, thence north 80 chains, thence east 80 chains, thence south 80 chains, thence west 80 chains to place of beginning
Located February 4, 1907
L.E. McDONALD, Locator
JAMES CAMERON, Agent

No. 4 Commencing at a post planted at the northwest corner of J. L. McIntyre's timber claim, thence north 80 chains thence west 80 chains, thence south 80 chains, thence east 80 chains to place of beginning
Located February 4, 1907
F. WHITE, Locator
JAMES CAMERON, Agent

No 5 Commencing at a post planted one mile west from the southwest corner of F. White's timber claim, thence south 80 chains, thence east 80 chains, thence north 80 chains, thence west 80 chains to place of beginning
Located February, 4, 1907
James Falconer, Locator
James Cameron, Agent

No 6 Commencing at a post planted at the northwest corner of James Falconer's timber claim, thence south 80 chains, thence west 80 chains, thence north 80 chains, thence east 80 chains to place of beginning
Located February 4, 1907
Simon Dragon, Locator
James Cameron, Agent

No 7 Commencing at a post planted at the northwest corner of James Falconer's timber claim, thence north 80 chains, thence east 80 chains, thence south 80 chains, thence west 80 chains to place of beginning
Located February 4, 1907
J. R. Pollock, Locator
James Cameron, Agent

No 8 Commencing at a post planted at the southwest corner of James Falconer's timber claim, thence north 80 chains, thence west 80 chains, thence south 80 chains, thence east 80 chains to place of beginning
Located February 4, 1907
Charles Waldie, Locator
James Cameron, Agent

No 9 Commencing at a post planted two miles north of the northeast corner of J. R. Pollock's timber claim, thence south 160 chains, thence west 40 chains, thence north 160 chains, thence east 40 chains to place of beginning
Located February 9, 1907
A. I. Fisher, Locator
James Cameron, Agent

No 10 Commencing at a post planted at the northeast corner of A. I. Fisher's timber claim thence west 80 chains, thence north 80 chains, thence east 80 chains, thence south 80 chains to place of beginning
Located February 9, 1907
M. A. Kastner, Locator
James Cameron, Agent

No 11 Commencing at a post planted five miles north of the northwest corner of J. L. McIntyre's timber claim, thence south 160 chains, thence east 40 chains, thence north 160 chains, thence west 40 chains to place of beginning
Located February 10, 1907
W. J. Blundell, Locator
James Cameron, Agent

No 12 Commencing at a post planted 80 chains west from the northeast corner of M. A. Kastner's timber claim, thence west 80 chains thence north 80 chains, thence east 80 chains, thence south 80 chains to place of beginning
Located February 11, 1907
H. J. Johnson, Locator
James Cameron, Agent

No 13 Commencing at a post planted 80 chains west of the northeast corner of H J Johnson's timber claim, thence west, 80 chains, thence north 80 chains, thence east 80 chains, thence south 80 chains to place of beginning
Located February 11, 1907
A. Klaner, Locator
James Cameron, Agent

m 30-48

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IT IS RICH FOR THE RICH AND POOR FOR THE POOR

Here is the So-Called Conciliation Bill---You Can Size It Up for Yourself and See How the Dominion Government Enforces It

BILL NO. 36.

An Act to aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries connected with Public Utilities.

His Majesty, by and with the advice and consent of the senate and house of commons of Canada, enacts as follows:

1. This act may be cited as the Industrial Disputes Investigation act, 1907.

PRELIMINARY.

Interpretation.

2. In this act, unless the context otherwise requires—

(a) "Minister" means the minister of labor;

(b) "Department" means the department of labor;

(c) "Employer" means any person, company or corporation employing ten or more persons and owning or operating any mining property, agency of transportation or communication, or public service utility, including, except as hereinafter provided, railways, whether operated by steam, electricity or other motive power, steamships, telegraph and telephone lines, gas, electric light, water and power works;

(d) "Employee" means any person employed by an employer to do any skilled or unskilled manual or clerical work for hire or reward in any industry to which this act applies;

(e) "Dispute" or "industrial dispute" means any dispute or difference between an employer and any one or more of his employees, as to matters or things affecting or relating to work done or to be done by him or them, or as to the privileges, rights and duties of employers or employees (not involving any such violation thereof as constitutes an indictable offence), and, without limiting the general nature of the above definition, includes all matters relating to—

(1) The wages allowance or other remuneration of employees, or the price paid or to be paid in respect of employment;

(2) The hours of employment, sex, age, qualification or status of employees, and the mode, terms and conditions of employment;

(3) The employment of children or any person or persons or class of persons, or the dismissal of or refusal to employ any particular person or persons or class of persons;

(4) Claims on the part of an employer or any employee as to whether, and, if so, under what circumstances, preference of employment should or should not be given to one class over another of persons being or not being members of labor or other organizations, British subjects or aliens;

(5) Materials, supplied and alleged to be bad, unfit or unsuitable, or damage alleged to have been done to work;

(6) Any established custom or usage either generally or in the particular district affected;

(7) The interpretation of any agreement or a clause thereof.

(f) "Lockout" (without limiting the nature of its meaning) means a closing of a place of employment, or a suspension of work, or a refusal by an employer to continue to employ any number of his employees in consequence of a dispute, done with a view to compelling his employees, or to aid another employer in compelling his employees, to accept terms of employment.

(g) "Strike" or "to go on strike" (without limiting the nature of its meaning) means the cessation of work by a body of employees acting in combination, or a concerted refusal or a refusal under a common understanding of any number of employees to continue work for an employer, in consequence of a dispute, done as a means of compelling their employer, or to aid other employees in compelling their employer to accept terms of employment.

(h) "Board" means a board of conciliation and investigation under the provisions of this act.

(i) "Application" means an application for the appointment of a board undtr the provisions of this act.

(j) "Registrar" means the registrar of boards of conciliation and investigation under this act.

(k) "Prescribed" means prescribed by this act, or by any rules or regulations made thereunder.

(l) "Trade union" or "union" means any organization of employees formed for the purpose of regulating relations between employers and employees.

ADMINISTRATION.

3. The minister of labor shall have the general administration of this act.

4. The governor-in-council shall appoint a registrar of boards of conciliation and investigation, who shall have the powers and perform the duties prescribed.

(2) The office of registrar may be held either separately or in conjunction with any other office in the public service, and in the latter case the registrar may, if the governor-in-council thinks fit, be appointed, not by name, but by reference to such other office, whereupon the person who for the time being holds such office, or performs the duties, shall by virtue thereof be the registrar.

BOARDS OF CONCILIATION AND INVESTIGATION.

Constitution of Boards.

5. Wherever any dispute exists between any employer and any of his employees, and the parties thereto are unable to adjust it, either of the parties to the dispute may make application to the minister for the appointment of a board of conciliation and inveseigation, to which board the dispute may be referred under the provisions of this act, provided, however, that, in the case of a dispute between a railway company and its employees, such dispute may be referred, for the purpose of conciliation and investigation, under the provisions concerning railway disputes in the Conciliation and Labor act.

6. Whenever, under this act, an application is made in due form for the appointment of a board of conciliation and investigatian, such application does not relate to a dispute which is the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labor act, the minister, whose decision for such purpose shall be final, within 15 days from the date at which the application is received, establish such board under his hand and seal of office, if satisfied that the provisions of this act apply.

7. Every board shall consist of three members who shall be appointed by the minister.

(2) Of the three members of the board one shall be appointed on the recommendation of the employer and one on the recommendation of the employees (the parties to the dispute), and the third on the recommendation of the members so chosen.

8. For the purposes of appointment of the members of the board, the following provisions shall apply:

(1) Each party to the dispute may, at the time of making application or within five days after being requested so to do by the minister, recommend the name of one person who is willing and ready to act as a member of the board, and the minister shall appoint such person a member of the board.

(2) If either of the parties fails or neglects to duly make any recommendation within the said period, or such extension thereof as the minister on cause shown, grants, the minister shall, as soon thereafter as possible, appoint a fit person to be a member of the board, and such member shall be deemed to be appointed on the recommendation of the said party.

(3) The members chosen on the recommendation of the parties may, within five days after their appointment, recommend the name of one person who is willing and ready to act as a third member of the board, and the minister shall appoint such person a member of the board.

(4) If the members chosen on the recommendation of the parties fail or neglect to duly make any recommendation within the said period, or such extension thereof as the minister, on cause shown, grants, the minister shall, as soon thereafter as possible appoint a fit person to be a third member of the board, and such member shall be deemed to be appointed on the recommendation of the two other members of the board.

(5) The third member shall be chairman of the board.

9. As soon as possible after the full board has been appointed by the minister, the registrar shall notify the parties of the names of the members of the board and the chairman thereof, and such notification shall be final and conclusive for all purposes.

10. Every member of a board shall hold office from the time of his appointment until the report of the board is signed and transmitted to the minister.

11. No person shall act as a member of a board who has any direct pecuniary interest in the issue of a dispute referred to such board.

12. Every vacancy in the membership of a board shall be supplied in the same manner as in the case of the original appointment of every person appointed.

13. Before entering upon the exercise of the functions of their office the members of a board, including the chairman, shall make oath or affirmation before a justice of the peace that they will faithfully and impartially perform the duties of their offices, and also that, except in the discharge of their duties, they will not disclose to any person any of the evidence or other matter brought before the board.

14. The department may provide the board with a secretary, stenographer, or such other clerical assistance as to the minister appears necessary for the efficient carrying out of the provisions of this act.

Procedure for Reference of Disputes to Boards.

15. For the purpose of determining the manner in which, and the persons by whom, an application for the appointment of a board is to be made, the following provisions shall apply.

(1) The application shall be made in writing in the prescribed form, and shall be in substance a request to the minister to appoint a board to which the existing dispute may be referred under the provisions of this act.

(2) The application shall be accompanied by—

(a) A statement setting forth—

(1) the parties to the dispute;

(2) the nature and cause of the dispute, including any claims or demands made by either party upon the other, to which exception is taken;

(3) an approximate estimate of the number of persons affected or likely to be affected by the dispute;

(4) the efforts made by the parties themselves to adjust the dispute; and—

(b) A statutory declaration setting forth that, failing an adjustment of the dispute or a reference thereof by the minister to a board of conciliation and investigation under the act, to the best of the knowledge and belief of the declarant, a lockout or strike, as the case may be, will be declared, and that the necessary authority to declare such lockout or strike has been obtained.

(3) The application may mention the name of a person who is willing and ready and desires to act as a member of the board representing the party or parties making the application.

16.—The application and the declaration accompanying it—

(1) If made by an employer, an incorporated company or corporation shall be signed by some one of its duly authorized managers or other principal executive officers;

(2) If made by an employer other than an incorporated company or corporation, shall be signed by the employer himself in case he is an individual, or a majority of partners or members in case of a partnership firm or association;

(3) If made by employees, members of a trade union, shall be signed by two of its officers duly authorized by a majority vote of the members of the union, or by a vote taken by ballot of the members of the union present at a meeting called on not less than three days' notice for the purpose of discussing the question;

(4) If made by employees, some or all of whom are not members of a trade union, shall be signed by two of their number duly authorized by a majority vote taken by ballot of the employees present at a meeting called on not less than three days' notice for the purpose of discussing the question.

(Continued on Page 6.)

Desperate Coughs

Dangerous coughs. Extremely perilous coughs. Coughs that rasp and tear the throat and lungs. Coughs that shake the whole body. You need a regular medicine, a doctor's medicine, for such a cough. Ask your doctor about Ayer's Cherry Pectoral.

Ayer's — We publish our formulas. We banish alcohol from our medicines. We urge you to consult your doctor.

Any good doctor will tell you that a medicine like Ayer's Cherry Pectoral cannot do its best work if the bowels are constipated. Ask your doctor if he knows anything better than Ayer's Pills for correcting this sluggishness of the liver.

—Made by the J. C. Ayer Co., Lowell, Mass.—

NOTICE.

All parties owing the late firm of Hammond and Turner, or that of Tuttle and Turner, are hereby notified that all such accounts are payable to John Turner, and must be settled on or before the 10th of March next.

JOHN TURNER.

NOTICE.

NOTICE is hereby given that, 60 days after date, I intend to apply to the Honorable Chief Commissioner of Lands and Works for permission to purchase the following described land, situate in East Kootenay, near Elko. Commencing at a post planted on the northern boundary line of Lot 4833, about 40 chains east from the northwest corner of said Lot; thence north 40 chains; thence east 60 chains; thence south 60 chains, more or less, to the Elk River; then westerly along said river to the eastern boundary of said Lot 4833; thence northerly along said eastern boundary of said Lot to the northeast corner of same; thence westerly along the northern boundary of said Lot to place of beginning.

Dated the 18th day of February, A. D. 1907.

DAN BAKER.

BANK OF HAMILTON

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All our stock is last year's cut and well seasoned

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Fernie, B. C.

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SECOND PROPOSITION BEFORE CONVENTION

But After Lengthy Discussion and Much Exchange of Opinion This Was Turned Down by the Conference

IT IS HEREBY AGREED between the Western Coal Operators' Association (consisting of the Pacific Coal Company, Ltd., the H. W. McNeill Co., Ltd., the Breckenridge and Lund Coal Co., Ltd., the West Canadian Collieries, Ltd., the Canadian-American Coal and Coke Co., Ltd.i the International Coal and Coke Co., Ltd., and the Crow's Nest Pass Coal Co., Ltd.) of the one part, and the employees of the said companies as represented by the United Mine Workers of America, District No. 18, of the other part, that the following general provisions and scales of contract prices and wages shall govern the parties hereto for the period of one year, commencing April 1, 1907, and ending March 31, 1908, it being understood and agreed that the parties thereto will meet in conference sixty days prior to the expiration of this agreement to discuss a renewal thereof. This agreement covers all the mines, coke ovens and outside plants operated by the companies, and all persons accepting employment at these mines agree to be governed by the following rules and regulations.

ARTICLE I

Settlement of Local and General Disputes.

(a) In case any disputes or grievances arise under this agreement or any local agreement made in connection herewith, whether the dispute or grievance is claimed to have arisen by the company or any person or persons employed or by the men as a whole, then the parties shall endeavor to settle the matter as hereinafter provided. But before any grievance or dispute shall be submitted to the pit committee, the person or persons affected shall endeavor by personal application to the pit boss to settle the matter, and in the event of them agreeing their decision shall be final.

(b) In case of any local dispute arising in any mine, and failure to agree between the pit boss and any employee, the pit committee and mine superintendent shall endeavor to settle the matter, and if they agree, their decision shall be final.

(c) In the event of the failure of the pit committee and the mine superintendent to settle any dispute so referred to them, as well as in the event of any other dispute arising, the matter in dispute shall be referred to the general superintendent or general manager of the company and the officers of District No. 18 U. M. W. of A. for settlement, and if they agree their decision shall be final. Should they fail to agree it shall be referred to a joint committee, said committee to be made up of three delegates appointed by the Western Coal Operators' Association and three miners appointed by District No. 18 of the U. M. W. of A. for settlement. If they agree their decision shall be final and binding upon both parties. A majority of the full committee must vote in favor of any motion before it can be dtelared carried. The joint committee, when necessary, shall meet on the second Monday of each month.

(d) In the meantime, and in all cases while disputes are being investigated and settled, the miners, mine laborers and all other parties involved must continue to work pending investigation, and until final decision has been reached, for where miner, miners, mine laborer or mine laborers has or have been discharged by the company, he or they shall not remain in the employ of the company while his or their case is being investigated and settled. If a claim be made within five days where a man or men has or have been unjustly discharged, the case shall be dealt with according to this article, and if it is proven that he or they have been unjustly dealt with, he or they shall be reinstated. If claim is made for compensation for time lost, in cases where reinstatement has followed, it shall be left to the joint committee to decided what amount, if any, is to be paid

(e) Any breach of this agreement by any of the parties hereto is not to void the said agreement, but same is to continue in full force and affect. It is not intended, however, by this sub-section to abridge the right of the men to suspend work after final settlement, as herein provided, if any operator or operators refuse to be bound by any decision given against them under this article.

ARTICLE II.

Duties of the Pit Committee.

The duties of the pit committee shall be confined to the settlement of disputes between the pit boss or foreman and any member of the United Mine Workers of America working in or around the mines arising out of this agreement and all agreements made in connection therewith, the pit boss or foreman and man or men having failed to agree.

The pit committee in discharge of its duties shall, under no circumstances, go around the mine for any cause whatever, unless called upon by the pit boss or foreman, or by a miner or day man, who may have a grievance that he has first tried to and cannot settle with the boss.

Members of the pit committee employed as day men shall not leave their places of duty during working hours except by permission of the pit boss or foreman, or in cases involving the stoppage of the mine.

The pit committee shall have access to the mines from time to time, accompanied by the mine manager or pit boss, to make examinations allowed by the Coal Mines Regulation act.

HOURS OF WORK.

ARTICLE III.

Outside men are to work ten hours, unless otherwise provided in the scale, exclusive of noon hour, and if required will work overtime, the company paying them overtime for the same. All inside men connected with the transportation and loading of coal are to work eight hours at their working place, exclusive of noon time, and the companies have the right to put them on at such hours as may be required to keep the tipples or breakers running the full ten hours, and if they are required to work overtime, it is agreed they will do so, the companies paying them overtime for the same.

Locomotive engineers, switchmen and others, whose duties are both inside and outside the mine, shall be considered as outside employees, and work ten hours per day, but in case of locomotive engineers and switchmen, they are to be paid an increased compensation for the same.

Miners, when working by contract, and inside day men not connected with the transportation and loading of coal, are to work eight hours from bank to bank.

Drivers time shall begin when they reach the place at which they receive their empty cars, and ending at the same place, and when required shall be exclusive of noon time.

This is subject in British Columbia to the laws of that province.

ARTICLE IV.

Penalty for Stoppage of Work.

If any employee or employees shall cause a stoppage of work in violation of this agreement, he or they shall be subject to discharge by the company without recourse. If any day men belonging to the United Mine Workers of America refuse to continue work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, the pit committee shall immediately, if requested by the company, furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may tontinue at work, and it shall be the duty of any member or members of the United Mine Workers of America who may be called upon by the pit boss or pit committee to immediately take the place or places assigned to him or them in pursuance thereof.

ARTICLE V.

Penalty for Absence From Work.

When an employee absents himself from his work for a period of two days, unless through sickness, or by first having properly arranged with the pit boss or foregman and obtained his consent, he may be discharged. All employees whose absence would cause any stoppage of work must, before absenting themselves, properly arrange with the pit boss or foreman for their absence; otherwise he may be discharged.

Any employee who habitually absents himself from work or who habitually takes advantage of this clause, may be discharged.

NEW WORK.

ARTICLE VI.

Whenever any new work arises, a price for which has not been provided for in this agreement, on the request of the company and the miners, the joint committee of the Western Coal Operators' association and District No. 18 of the United Mine Workers of America shall meet within thirty days after the said request and arrange a price. Meantime and until such price has been arranged, all men shall be paid upon the day wage scale.

CHECK OFF.

ARTICLE XII.

The companies will concede the check-off system; that is to say, upon the order in writing by any one of the companies employees, the company will deduct such monies from their wages each month as is designated for fines, dues, assessments and initiation fees, and will give a list of the same and pay over the amount deducted to the local secretary of the United Mine Workers of America, but the company does not assume any responsibility or undertake to make any such payments where not indebted to the employee. The companies will accept such request if made to last during the life of this agreement.

ARTICLE VIII.

Checkweighman.

Where a checkweighman is appointed the companies agree to deduct from the wages of all contract miners such sum or sums as may be designated for his wages and pay over the same to the checkweighman.

ARTICLE IX.

Special Rules, Etc.

The right to hire and discharge, the management of the mine and the direction of the working forces are vested exclusively in the company, and the United Mine Workers of America shall not abridge this right. It is understood and agreed that this agreement shall not conflict in any way with the special rules of the company now in force, provided that the special tules shall not interfere with the rates of wages or the work to be performed under this agreement.

ARTICLWX.

Miners and Partners.

The present practice of working either miners as partners or with miners and laborers as it exists in the several camps at the present time will be adhered to. In cases of new mines or camps the system to be adapted is to be arranged through the joint committee. On all company work the company shall employ such classes of men as the work requires, and at the rate of wages provided for in this agreemtnt. The company shall pay the sum of three dollars ($3.00) per day to all miners only taken from contract to do company work. Any miner failing to earn the minimum rate of three dollars ($3.00) per shift, owing to a deficient condition of his working place shall be paid by the company a sufficient amount to secure him the said minimum, provided he is a capable man, and has done a fair day's work

Miners taken from contract work for sinking slopes, driving inclines, rebuilding falls, skipping pillars and other special work are to be paid $3.50 per day.

ARTICLE XI.

Construction and Extensive Repairs.

It is agreed that all men working on improvements and extensive repairs are not included in the jurisdiction of the United Mine Workers of America.

No scale of wages shall be made by the United Mine Workers of America for mine managers, mine manager's assistant, pit boss, overman, fire bosses, tipple boss, breaker boss, head machinist, head boiler maker, company weighman, boss driver, night boss, head carpenter, head electrician, night watchman, stable boss and all foremen, time keepers and coal inspector.

ARTICLE XII.

Holidays.

The following days only shall be observed as holidays: New Year's Day, Victoria Day, Dominion Day, Labor Day, Thanksgiving Day, Christmas Day, Provincial Election Day; but there shall be no holiday after payday.

ARTICLE XIII.

Funerals.

In case of a fatal accident in any mine, the employees in the mine where the accident occurs may suspend work for that shift, work to be resumed until the day of the funeral, when all employees may suspend work to attend the funeral.

ARTICLE XIV.

Turn in Cars.

Men in all places shall receive, as far as possible, a proportionate turn of cars.

ARTICLE XV.

Delivery of Timber.

The operators agree to deliver all timber, rails and other material in flat seams and in breasts across the pitch at the mouth of the rooms and in pitching seams at the nearest cross-cut and not to exceed a distance of sixty feet from the face.

ARTICLE XVI.

Brushing.

Brushing is understood to be taking down rock from the hanging or foot walls only.

ARTICLE XVII.

Single Shift.

The single shift system in rooms and pillars shall be adhered to as far as possible.

ARTICLE XVIII.

Preference in Employment.

In case an employee is thrown out of employment, unless discharged, he shall be given preference over new men in mines in the same camp operated by the same company.

ARTICLE XIX.

Employment of Boys.

No boys to be employed underground less than fourteen years of age.

ARTICLE XX.

Doctor and Hospital.

The matter of doctor and hospital arrangemtnts is to be arranged between the employees and the management and when so arranged the company agrees to make the collections for that purpose. This is subject in British Columbia to the laws of that province.

ARTICLE XXI.

Chinese Labor.

The companies agree not to employ Chinamen underground, but have the right to work same above ground, and the United Mine Workers of America agree not to interfere in any way with such employment. The employment of such labor shall not entitle the United Mine Workers of America to call a strike or stop work

ARTICLE XXII.

No Market Restrictions.

It is agreed that the United Mine Workers of America will not in any way restrict or interfere with the marketing of coal or coke to any person, firm or corporation.

ARTICLE XXIII.

Contract Mining Rates.

It is agreed that all contract rates in existing agreements be adopted, but it shall be open in any one to ask for an adjustment and for prices on new work mailed or handed in to the president of the joint conference before the tenth day of April next, whereupon the same shall be immediately referred to the joint committee for settlement and disposal of by the committee on or before the thirtieth day of May, 1907. If the joint committee fails to agree as to any such adjustments or prices, the parties effected are not to be considered bound by the adoption of existing contract rates in such cases.

ARTICLE XXIV.

Penalty for Loading Impurities.

Where coal is mined and paid for by tonnage rates, the present practice is to be continued.

Where coal is mined and paid for by yardage rate, all men are to deliver their coal as free from slack, rock and other impurities as is practicable. In case of failure to do so, they shall be warned for the first and second offences, and for the third offence may be discharged.

ARTICLE XXV.

Tools.

All men are to furnish their own tools, which the companies agree to take back when they leave, at their then value, if purchased from the companies.

ARTICLE XXVI.

Oil—Company Men.

The companies will pay ten cents per shift to drivers and trip riders, and five cents per shift to all other company men, over and above the schedule wages, where oil is used in open lights, such oil to be furnished by the men.

ARTICLE XVII.

Supplies.

To be furninhed according to present practice and prices to remain as at present.

LOCAL PROVISIONS.

Crow's Nest Pass Coal Co., Ltd.

MOVING M'GINiY'.

The company will pay three dollars ($3.00) each time the McGinty is moved; one dollar and fifty cents ($1.50) each time the jig or smaller McGinty is moved, and five dollars ($5.00) each time the bull wheel is moved. The maximum distance which any of these shall be moved at these prices is twelve feet.

The company reserves to itself the right t move the bull wheels with other labor than that of contract miners.

House Rents, Water, Light and Coal.

The following charges for house rent (including sanitation) water light and house coal, at Coal Creek and Michel collieries shall be as follows:

House rent (including sanitation)—2 room house, detached, $6 per month; 3 room house, detached, $9 per month; 4 room house, semi-detached, $9 per month.

Water (to tenants in company houses) $: per month per house where water is taken from tap outside.

Electric light to tenants in company houses, 50c. per 16 c.p. light.

House coal—Delivered at Coal Creek and Michel collieriee, to tenants in company houses, $2.50 per ton.

THE PACIFIC COAL CO., LTD.

The company agrees to rent their hall to the United Mine Workers of America one night per week, except Sunday at a rental of five dollars ($5.00) per night.

Nut coal delivered to employees in Bankhead, $3.00 per ton; egg, $4.00 per ton, briquettes, $4.00 ptr ton.

The company will charge $1.00 per month for use of wash house, and 50c. for a locker key.

THE H. W. M'NEILL CO., LTD.

When man trips are run, these trips are special privileges accorded employees at their own request, and all employees accepting the man trip and riding on the cars assume the risk of accidents and releases the company from liability on that account unless the injuries are wilfully inflicted.

Coal will be supplied to the employees at the mine at $2.50 per ton.

The company will make the usual deduction of 2 per cent. to cover mine expenses from contractors only.

THE BRECKENRIDGE & LUND COAL CO., LTD.

The company will deliver coal to their employees residing in Lundbreck at: Nut, $2.50 per ton; lump, $3.00 per ton.

THE WEST CANADIAN COLLIERIES, LTD.

The company will deliver coal to tenants in company houses at: For screened, $3 per ton; run-of-mine, $2.50 per ton.

THE CANADIAN-AMERICAN COAL & COKE CO., LTD.

House Rents, Water, Light and Coal

The following charges for water, house rent, light and house coal at Frank, shall be as follows:

House rent—3 room house, $10 per month; 4 room house, $12.50 per month.

Water—Free.

Light—1 16 c.p. light for each room free.

House coal—Delivered at for run-of-mine, $2.50 per ton.

THE INTERNATIONAL COAL AND COKE CO., LTD.

The company will deliver coal at $2.50 per ton to employees residing within three-quarters of a mile from the mine. To employers outside the above limit, $2 per ton for the coal at the mine.

Rents—$12.50 per month for the four houses now owned by the company.

SCHEDULE FOR OUTSIDE LABOR

	Per Day.	Hours.
Bottom Men	$2.62½	10
Slate Picker Boys	1.25	10
Slate Picker Men	2.25	10
Car Oilers (Men)	2.25	10
Car Oilers (Boys)	1.50	10
Tally Boys	1.25	10
Teamsters	2.62½	10
Blacksmiths	$3.67½	10
Blacksmith Helpers	2.62½	10
Carpenters	3.672	10
Carpenter Helpers	2.62½	10
Power House Engineers	3.62½	12
Power House Engineers	3.25	8
Fan Man	2.62½	12
Hoisting Engineer	3.60	10
Hoisting Engineer	2.89	8
Tail Rope Engineers	3.36	8
Tail Rope Engineers	3.67½	10
Box Car Loader Engineer	3.15	10
Tipple Engineer	3.15	10
Locomotive Engineer (Inside and Outside	2.89	8
Locomotive Engineer (Outside	3.15	10
Locomotive Engineer, Helper or Switchman	2.62½	8
Locomotive Engineer, Helper or Switchman	2.94	10
Firemen	2.62½	8
Firemen	3.67½	12
Railway Car Handler (Men)	2.36	12
Tipple Dumper (Man)	2.62½	10
Tipple Dumper (Boys)	1.50	10
Car Repairers	3.15	10
Breaker Engineer	3.15	10
Fan Fireman	3.15	12
Lampman (Depending upon number of lamps and skill of man)	2.25 to 3.15	12
Machinist	$3.15 to 3.67½	10
Ashman	2.25	10
Ashman	2.62½	12
Couplers (Men)	2.25	10
Couplers (Boys)	1.50	10
Breaker Oiler	2.62½	11
Washer or Tipple Oiler	2.62½	11
Breaker Picker Boss	2.62½	10
Timber Framer (Men)	3.15	10
Box Car Shovellers (Men)	2.62½	10
Breaker Platform Boss	2.62½	10
Breaker Platform Men	2.36	10
Breaker Screen Men	2.25	10
Rock Bank (Men)	2.25	10
Dirt Bank (Men)	2.25	10
Finisher After Box Car Loader	2.25	10
All Other Outside Labor	2.25	10

BEE HIVE COKE OVGNS.

Leveling and Drawing (6½ ton charge	$1.00	
Leveling and Drawing (5 ton charge	.80	
Loading Into Box Cars (over 200 tons per month)	.17	
Loading Into Box Cars (less than 200 tons per month)	.16	
Steam Locomotive Engineer	3.15	
Motormen	2.89	
Larryman	2.25	
Plasterers	2.25	
Garters and Cleaners	2.25	
All Other Laborers (10 hours)	2.25	

All charges to be large or small at the discretion of the coke oven superintendent.

BELGIAN COKE OXENS.

Ram Engine Men	$3.15	
Chargers	2.62½	
Clayers	2.62½	
Drawers	2.62½	
Loaders	2.36	

BRIQUETTE PLANT.

Engineer	$3.67½	12
Briquetter	3.78	12
Briquetter Helper	3.15	12
Tar Melter	2.62½	12
Laborers	2.62½	12

SCHEDULE FOR INSIDE LABOR.

	Per Day.	Hours.
Brattice Men	$3.00	8
Brattice Men Helpers	2.50	8
Timber Men	3.00	8
Timber Men Helpers	2.50	8
Drivers	2.75	8
Drivers in Wet Places	3.00	8
Track Layers	3.00	8
Track Layer Helpers	2.50	8
Miners	3.00	8
Miners in Wet Places	3.50	8
Laborers	2.50	8
Timber Handlers	2.75	8
Rock Miners exclusively engaged in rock work	3.50	8
Rock Laborers, exclusively engaged in rock work	2.50	68
Hoist Men	$2.75 to 3.00	8
Shot Lighters	3.00	8
Switch Boys	$1,25 to 1.50	8
Door Boys	$1.00 to 1.25	8
Driver's Spike Team	3.00	8
Couplers (Men)	2.62½	8
Couplers (Boys)	1.57½	8
Pushers	2.62½	8
Loaders	2.62½	8
Muckers	2.62½	8
Locomotive Engineers or Motormen	3.00	8
Locomotive Switchers or Motormen Helpers	2.62½	8
Rope Riders	2.75	8
Main and Tail Rope Riders	3.00	8
Drill Runners	3.50	8
Drill Runner's Helpers	3.00	8
Pumpmen	2.50	8
Cagers	2.62½	8
Cager in Shaft	3 00	8
Slope Roller Men	2.50	8

With the exception of drivers hoistmen and tail rope riders, the above increase of wages are for the Province of Alberta only, and givtn on account of the increased hours of work in that province; should the hours of work be reduced at any time, the old rates are effective.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands of their proper officers, this ——day of——1907.

The Western Coal Operators' Association.

President.
Vice-President.
Secretary.

The United Mine Workers of America, District 18.

President.
Vice-President.
International Board Member.

Calgary, Alta., April, 1907.

The following clause is part of the agreement entered into the —— day of April, A. D. 1907, between the Western Coal Operators' Association and with their employees as represented by the United Mine Workers of America, District No. 18, but for convenience is not published in the contract.

NON-DISCRIMINATION.

No person shall be refused employment or in any way discriminated against on account of membership or non membership in any labor organization, and there shall be no discrimination against or interference with any employee who is not a member of any labor organization by members of such organizations.

President.
Vice-President
Secretary.

The United Mine Worktrs of America, District 18.

President.
Vice-President.
Secretary.
International Board Member.

I was cured of Acute Bronchitis by MINARD'S LINIMENT.
Bay of Islands. J. M. CAMPBELL.

I was cured of Facial Neuralgia by MINARD'S LINIMENT.
Springhill, N. S. WM. DANIELS.

I was cured of Chronic Rheumatism by MINARD'S LINIMENT.
Albert Co., N. B. GEO TINGLEY.

CANADIAN INVENTOR'S EXPERIENCE.

Interesting Incident by a Famous Patentee.

Mr. Wm. Wilson, of Craigie Villa, London (Ont.) the inventor of the Wilson Fruit Case, now adopted by the Canadian government, tells an interesting experience which shows the healing and antiseptic value of Zam-Buk, the herbal balm. He says: "I had two poisoned wounds on my leg, which wete very sore and inflamed. They caased me much pain and suffering, and although I tried several salves they refustd to heal. Zam-Buk was recommended, and I applied some. It acted splendidly, and in a very short time healed the wounds.

"At anoth?r time I sustained a nasty cut. Zam-Buk took away the soreness almost instantly, and soon closed and healed the wound. I have also uded Zam-Buk for other injuries, and I have no hesitation in expressing my high opinion of its value. It is, without doubt, a splendid household balm."

Zam-Buk cures blood poison, cuts, bruises, old wounds, running sores, ulcers, boils, spring eruptions, scalp tores, eczema, itch, barber's rash, burns, scalds, and all skin injuries and diseases. All druggists and stores sell at fifty cents a box, or from Zam-Buk Co., Toronto, for price. Remember, it is purely herbal!

F.O.E.—Fernie Aerie, No. 561, F.O.E., have changed their meeting nigh from Wednesday to Friday of each week.

We want to be known as having the best line of Leather Novelties in town, with no apologies as to price. By insisting on

HEYES QUALITY LEATHER GOODS

—you not only save money but you save disappointment. These goods are all stamped with the maker's name and guarantee. You know that you're getting the best.

N. E. SUDDABY
The Fernie Drug Store

QUALITY HEYES
LEATHER GOODS WITH A NAME

Don't Sit Around Looking Miserable

and wondering why you cannot get a woman to do your washing, scrubbing or general work. Call us by phone—No. 10—and let a small want ad work for you while you sleep.

A Cent a-word Brings Results

REMOVAL NOTICE

WE are removing from the old barn but we are still doing business at our down town office.

Watch for our new address next week

Fred Handley

STATE OF OHIO, CITY OF TOLEDO } ss.
LUCAS COUNTY

Frank J. Cheney makes oath that he is senior partner of the firm of F. J. Cheney & Co., doing business in the City of Toledo, County and State aforesaid, and that said firm will pay the sum of ONE HUNDRED DOLLARS for each and every case of Catarrh that cannot be cured by the use of Hall's Catarrh Cure.

FRANK J. CHENEY.

Sworn to before me and subscribed in my presence, this 6th day of December, A. D. 1886.

A. W. GLEASON,
(Seal) Notary Public.

Hall's Catarrh Cure is taken internally, and acts directly on the blood and mucous surfaces of the system. Send for testimonials, etc. F. J. CHENEY & CO., Toledo, O.

Sold by all Druggists, 50c.

Take Hall's Family Pills for constipation.

NEW SCALE OF WAGES

Offered by Crow's Nest Pass Coal Co.

NOTICE is hereby given by the Crow's Nest Pass Coal Co., Ltd., to their employees and to such of them as are members of the United Mine Workers of America, District No. 18, that the following scales of prices and the following terms and conditions shall be in effect and govern the parties for two years, commencing May 10, A.D. 1907, the Crow's Nest Pass Coal company being willing to meet in conference sixty days prior to May 10, A.D. 1909, to discuss a renewal of scales and conditions. These scales and conditions are to govern all mines, coke ovens, and outside plant operated by the Crow's Nest Pass Coal Co., Ltd.

CROW'S NEST PASS COAL CO. LTD.

G. G. S. Lindsey,
General Manager

Fernie, B.C., April 6, 1907.

ADJUSTMENTS OF DISPUTES.

(a) Wherever it is made to appear that a member or members of the United Mine Workers of America has or have not been fairly treated, or that any dispute or grievance is preferred at the instance of the company or any member or members of the United Mine Workers of America, or the men as a whole, then the company will, through its official, meet the proper officials appointed by the United Mine Workers of America and endeavor to settle the matter as hereafter provided.

(b) In case of any local trouble arising in any mine through failure to agree between the pit boss and any miner or miners, or mine laborer, or mine laborers, the pit committee and the pit boss are empowered to adjust it.

(c) Before any grievance or dispute shall be submitted to the pit committee the person or persons aggrieved shall endeavor by personal application to the pit boss to settle the matter.

(d) The pit committee in the discharge of its duties shall, under no circumstance, go around the mine for any cause whatever unless called upon by the pit boss or by a miner or miners, or company man or men who have a grievance that he or they has or have first tried to and cannot settle with the boss or foreman. Members of the pit committee employed as day men shall not leave their places of duty during the working hours except by permission of the pit boss. The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss or other foreman and any member of the United Mine Workers of America working in and around the mines, arising out of this agreement, the pit boss or other foreman and said miner or miners, or laborer or laborers having failed to agree.

(e) In the event of the failure of the pit committee and the pit boss to settle any dispute properly referred to them, and in that event only except in the event of any other dispute arising under this agreement, or grievance preferred by either the company or the United Mine Workers of America, or of any member of the United Mine Workers of America, or the men as a whole, the matter in dispute shall be reduced to writing and referred to the superintendent or mine manager, and the local president of the union for their settlement, and should they fail to agree it shall be referred to the general superintendent or general manager of the company at the option of the company, and the district president of the United Mine Workers of America for settlement. Should they fail to agree it shall be referred to the president or general manager of the company at the option of the company, and the district president of the United Mine Workers of America for settlement. Should they fail to agree it shall be referred to the president or general manager of the company and the national president of the United Mine Workers of America or his representative, but the local national board member shall be excluded from being the representative of the president.

(f) In all the cases heretofore, under this section referred to, the miners, mine laborers and parties involved must continue at work pending the said investigation and adjustments, and until a final decision or award has been reached in the manner hereinbefore set out, but where a miner or miners, or mine laborer or laborers has or have been discharged by the company, he or they shall not remain in the employ of the company while his or their case is being investigated and adjusted as aforesaid.

(g) Any breach of this agreement by any of the parties hereto is not to void the said agreement, but the same is to continue in full force and effect.

NON-DISCRIMINATION.

No person shall be refused employment or in any way discriminated against on account of membership or non-membership in any labor organization, and there shall be no discrimination against or interference with any employee who is not a member of any labor organization by members of such organization.

SPECIAL RULES, ETC.

The right to hire and discharge, the management of the mine and the direction of the working forces are vested exclusively in the company, and the United Mine Workers of America shall not abridge this right. It is understood and agreed that this agreement shall not conflict in any way with the special rules of the company now in force, provided that the special rules shall not interfere with the rates of wages, or the work to be performed under this agreement.

HOURS OF WORK.

All miners and inside laborers shall work eight hours per day, it being distinctly understood that this means eight hours work at their working place, exclusive of one-half hour for lunch, with the exception of miners working by contract, who are to work eight hours at their working place, outside men to work ten hours except where otherwise provided by the scale. The company has the right to put inside men on at such hours as may be required to keep the breaker or tipples running the full ten hours, and if any day man is required to work overtime, it is agreed that he will do so, the company paying him overtime for the same. Locomotive engineers, motormen, switchmen and others whose duties are both inside and outside the mine, shall be considered as outside employees and work ten hours per day, but in the case of locomotive engineers, motormen and switchmen, they are to be paid an increased compensation for the same, provided, however, that the foregoing provisions are subject to and modified in British Columbia by the existing laws of that province.

PENALTY FOR ABSENCE FROM WORK.

To prevent men from absenting themselves from work without proper cause, no employee shall absent himself from his work unless through sickness or by first having previously arranged with the pit boss or his foreman and obtained his consent. If any employee absents himself from his work without proper cause or without first obtaining the consent of the foreman or pit boss, he may be discharged.

PENALTY FOR STOPPAGE OF WORK.

If any employee or employees shall cause a stoppage of work in violation of this agreement, he or they shall be subject to discharge by the company without recourse.

If any day man or day men belonging to the United Mine Workers of America refuse to continue work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, the pit committee shall immediately, if requested by the company, furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may continue at work, and it shall be the duty of any member or members of the United Mine Workers of America who may be called upon by the pit boss or pit committee to immediately take the place or places assigned to him or them in pursuance thereof.

DELIVERY OF TIMBER.

The company will deliver all timbers as near the working place as practicable, or at the mouth of the room.

TURN OF CARS.

Men in breasts and rooms shall receive, as far as possible, an equal turn of cars, and men in pillars a proportionate turn.

MINERS AS PARTNERS, ETC.

It shall be optional with the management of the mine to work the mines with a miner and a back hand, or with miners working as partners. On all company work the company shall employ such classes of men as the work requires, and at the rate of wages provided for in this agreement. The company shall pay the sum of three dollars ($3.00) per day to all miners only taken from contract work to do company work. Any miner failing to earn the minimum rate of three dollars ($3.00) per shift owing to a deficient condition of his working place, shall be paid by the company a sufficient amount to secure him the said minimum, provided he is a capable man and has done a fair day's work.

CONSTRUCTION OR EXTENSIVE REPAIRS.

No scale of wages shall be made by the United Mine Workers of America, for mine manager, mine manager's assistant, pit boss, overman, fire boss, tipple boss, breaker boss, company's weighman, boss driver, night boss, head machinist, head boiler maker, head carpenter, head electrician, night watchman, stable boss and all foremen, time keepers and coal inspector.

It is agreed that all men working on improvements and extensive repairs, and also all employees of the electrical department are not included in the jurisdiction of the United Mine Workers of America.

CHINESE LABOR.

The company agree not to employ Chinamen underground, but have the right to work same above ground, and the United Mine Workers of America agree not to interfere in any way with such employment. The employment of such labor shall not entitle the United Mine Workers of America to call a strike or stop work.

NO INCREASE IN COST EXCEPT AS PROVIDED, AND THE EFFECT OF NEW LEGISLATION.

No changes or conditions shall be imposed in Eastern British Columbia scale for the coming two years that increases the cost of production of coal or coke in any district in British Columbia to which this agreement applies, except as may be provided.

This agreement is made and executed, having regard to and in reliance upon the consideration of the present law and conditions regarding the various matters herein disposed of, and if in any time hereafter, and during the life of this agreement the laws are altered or varied or new laws are made so as to impose any new or further burdens upon the company, the company is at liberty to modify the terms and conditions of this agreement so as to meet the new, varied or altered conditions created by the statute law.

HOLIDAYS.

The following days only shall be observed as holidays: New Year's Day, Victoria Day, Dominion Day, Labor Day, Thanksgiving Day, Christmas Day, Provincial Election Day; but there shall be no holiday after payday.

FUNERALS.

In the event of an instantaneous death by an accident in the mine or outside of the mine, the miners underground and all other employees shall continue at work until the afternoon of the day of the funeral. On the day of the funeral (which must always be held in the afternoon shift) all employees may cease work for the purpose of attending the funeral, it being optional with them whether they shall work or not.

NEW WORK.

Whenever any new work arises, a price for which has not been provided for in this agreement, on the request of the company and the miners, the scale committee of the Western Coal Operators' association and a properly constituted committee of the miners shall meet within thirty days after the said request and arrange a price. Meantime and until such price has been arranged, all men shall be paid upon the day wage scale.

BRUSHING.

Brushing is understood to be taking down rock from the hanging or foot walls only.

NO MARKET RESTRICTION.

Any operators paying the scale rate of mining and day labor under this agreement shall at all times be at liberty to load any railroad cars whatever, regardless of their ownership, with coal, and sell and deliver such coal in any market, and to any person, firm or corporation that he may desire.

Crow's Nest Pass Coal Co., Ltd.
Coal Creek Mines.

NO. 2 MINE, 6 FEET THICK.

Mining rate—Per gross ton, 55c

Levels and parallels—12 feet wide per lineal yard, $1.50.

Cross cuts between levels—12 feet wide, per lineal yard, $1.50.

Room cross-cuts—13 to 15 feet wide, no track, per lineal yard, 50c.

Pillars—Per gross ton, 47c

Longwall—Per gross ton, 50c

Brushing—Including stowing, per inch, 10 feet wide, per lineal yard, 10c.

Cogs—Per 3 feet square, $1; per additional foot, 33 1-3c.

Winning places—Per lineal yard, $1.50.

NO. 3 MINE, 6 FEET THICK.

Mining and yardage rates same as No. 2 mine.

NO. 5 MINE, 7 FEET THICK.

Mining and yardage rates same as No. 2 mine.

NO. 9 MINE, 5 FEET 6 INCHES THICK.

Mining rate—Per gross ton, 50c.

Brushing—Per inch 6 feet wide, per lineal yard, 5c.; per inch 12 feet wide, per lineal yard, 10c.

Clod scale—Per inch, 40 feet wide, per lineal yard, 20c.

Winning places—40 feet wide, per lineal yard, $1.50.

Cogs—Per 3 feet square, $1; per additional foot, 33 1-3c.

Michel Mines

NO. 8 MINE, 10 FEET THICK.

Mining rate—Per gross ton, 50c.

Levels and parallels—12 feet wide, per lineal yard, $1.

Cross-cuts between levels—12 feet wide, per lineal yard, $1.

Cross-cuts between rooms—13 to 15 feet wide, no tracks, per lineal yard, 50c.

Pillars—Per gross ton, 42c.

NO. 4 MINE, 7 FEET THICK.

Mining rate—Per gross ton, 55c.

Levels and parallels—12 feet wide, per lineal yard, $2.

Cross-cuts between levels—12 feet wide, per lineal yard, $2.

Cross-cuts between rooms—13 to 15 feet wide, no tracks, per lineal yard, 50c.

Pillars—Per gross ton, 47c.

NO. 5 MINE, 6 FEET THICK.

Mining rate—per gross ton, 60c.

Levels and parallels—12 feet wide, per lineal yard, $2.

Cross- cuts between levels—12 feet wide, per lineal yard, 50c.

Cross-cuts between rooms—13 to 15 feet wide, no tracks, per lineal yard, 50c.

Pillars—Per gross ton, 50c.

NO. 3 MINE, 5 FEET 6 INCHES THICK.

Mining rate—Per gross ton, 55c.

Levels and parallels—12 feet wide, per lineal yard, $1.75.

Cross-cuts between levels—12 feet wide, per lineal yard, $1.75.

Cross-cuts between rooms—13 to 15 feet wide, no tracks, per lineal yard, 50c.

Pillars—Per gross ton, 47c.

ALL SEAMS.

Timbering—With lagging and center post when required. All timber and lagging to be delivered by the company as near the working place as possible, and thereafter handled, framed and set by the miner, per set, $1.00.

Track laying—Tracks with 16 lb. rails, in levels and parallels to be laid by miners free. In rooms and inclines, after one length of rail from frog and switch is laid by the company, miners will be paid for laying single tracks, per lineal yard, 15c.; for double tracks, per lineal yard, 30c. Company to deliver all material as near the working place as possible, and thereafter to be handled by miners.

Chutes—Company to build first section of chute, miners to build thereafter, and to be paid for all chutes built, per lineal yard, 30c. Company to deliver all material to foot of chute.

Brushing—6 feet wide, per inch in depth, per lineal yard, 5c, 12 feet wide, per inch in depth, per lineal yard, 10c.

Dockage—28 lbs. to be added to the tare of all mine cars to offset refuse matter in coal. All cars to be confiscated when containing 100 lbs. or more of refuse, with suspension to follow third offence.

Schedule for Inside Labor

	Per Day.	Hours
Brattice men	$3.00	8
Brattice men helpers	2.50	8
Timbermen	3.00	8
Timbermen helpers	2.50	8
Drivers	2.50	8
Drivers in wet places	2.75	8
Track layers	3.00	8
Track layers' helpers	2.50	8
Miners	3.00	8
Miners in wet places	3.50	8
Laborers	2.50	8
Timber handlers	2.75	8
Rock miners in rock tunnels	3.50	8
Rock laborers in rock do	2.50	8
Shot lighters	3.00	8
Hoistmen	2.75	8
Switch boys	1.75 to 1.50	8
Door boys	1.00 to 1.25	8
Drivers, spike team (3 horses)	3.00	8
Drivers, spike team, (2 horses)	2.75	8
Couplers, (men)	2.50	8
Couplers (boys)	1.50	8
Pushers	2.50	8
Loaders	2.50	8
Muckers	2.50	8
Locomotive Engineers or Motormen	2.75	8
Locomotive Switchers and Motormen helpers	2.50	8
Rope riders	2.50	8
Drill runners	3.50	8
Drill Runners' helpers	3.00	8
Pumpmen	2.50	8
Cagers	2.50	8

A proportionate reduction in all rates when less than 8 hours at the face.

Schedule for Outside Labor

	Per Day.	Hours
Bottom Men	2.50	10
Slate Picker (boys)	1.25	10
Slate Picker (men)	2.00	10
Car Oilers (men)	2.00	10
Car Oilers (boys)	1.50	10
Tally boy	1.25	10
Teamsters	2.50	10
Blacksmiths	3.50	10
Blacksmith helpers	2.50	10
Carpenters	3.50	10
Carpenter's helpers	2.50	10
Power House Engineers	3.50	12
" " "	3.00	8
Fan Man	2.50	12
Hoisting Engineer	3.25	10
" "	2.75	8
Box Car loader Engineer	3.00	10
Tipple Engineer	3.00	10
Air Locomotive Engineer	2.75	8
" " "	3.25	10
Electric " "	2.75	8
" " "	3.25	10
" " " helper	2.50	8
" " " "	2.80	10
Locomotive Engineer helper or switchmen	2.50	8
Locomotive Engineer helper or switchmen	2.80	10
Firemen	2.50	8
Firemen	3.50	12
Railway car handler (men)	2.25	10
Tipple Dumper (men)	2.50	10
Tipple Dumper (boys)	1.50	10
Car Repairers	3.00	10
Breaker Engineer	3.00	10
Fan Fireman	3.00	12
Lampman (depending upon number of lamps and skill of man)	2.00 to 3.00	12
Machinist	3.00 to 3.50	10
Machinist helper	2.50	10
Ashman	2.00	10
Ashman	2.50	12
Wiper (men)	2.50	12
Couplers (men)	2.00	10
Couplers (boys)	1.50	10
Breaker Oiler	2.50	11
Washer or Tipple Oiler	2.50	11
Breaker Picker Boss	2.50	10
Timber Framer (men)	3.00	10
Box Car Shovellers (men)	2.50	10
Breaker Platform Boss	2.50	10
Breaker Platform men	2.25	10
Breaker Screen men	2.00	10
Rock Bank men	2.00	10
Dirt Bank men	2.00	10
Finisher after box car loader	2.00	10
All other outside labor	2.00	10

Bee Hive Coke Oven

Levelling and drawing 6½ ton charge	1.00
Levelling and drawing 5 ton charge	.80
Loading into box cars (over 200 tons per month)	.17
Loading into box cars (less than 200 tons per month)	.16
Steam Locomotive Engineer	3.00
Motorman	2.75
Larryman	2.00
Plasterers	2.00
Carters and cleaners	2.00
All other laborers (10 hours)	2.00

All charges to be large or small at the discretion of the coke oven superintendent.

Belgium Coke Ovens

Ram engine man	3.00
Chargers	2.50
Clayers	2.50
Drawers	2.50
Loaders	2.25

Local Provisions

MOVING M'GINTYS.

The company will pay three dollars ($3.00) each time the McGinty is moved; one dollar and fifty cents ($1.50) each time the jig or smaller McGinty is moved, and five dollars ($5.00) each time the bull wheel is moved. The maximum distance which any of these shall be moved at these prices is twelve feet.

The company reserves to itself the right to move the bull wheels, McGintys and jig with other labor than that of contract miners.

HOUSE RENTS, WATER, LIGHT AND COAL.

The following charges for house rent (including sanitation) water, light and house coal, at Coal Creek and Michel collieries, shall be as follows:

House rent (including sanitation)—2 room house, detached, $6 per month; 3 room house, detached, $9 per month; 4 room house, semi-detached, $9 per month.

Water (to tenants in company houses) $1 per month per house where water is taken from tap outside; $1.50 per tap per month for taps inside the house, and $1 per month (extra) for bath.

Electric light to tenants in company houses, 50c. per 16 c. p. light.

House coal delivered at Coal Creek and Michel collieries to tenants in company houses, $2.50 per ton.

SUPPLIES.

The company will furnish to miners:

40 per cent. dynamite at 25c. per lb.

Caps at 1c each.

Fuse at 1c per foot.

All company men, as well as contractors, to furnish their own oil for open lights.

All company men are to furnish their own tools, which the company agrees to take back when they leave.

The company will sharpen picks and augers for 50c per month

All engineers, machinists, carpenters, and others when furnished special tools by the company to be charged with them; if not returned they are paid for.

After Once Tasting

"SALADA"

TEA

You Will Agree That it is the Most Delicious

Lead Packets Only. At All Grocers.

HIGHEST AWARD--ST. LOUIS 1904

Special Bargain for 30 Days

In order to build up the circulation of this paper another 1,200, we are offering for thirty days only

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One Year for $1.50

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REMEMBER $1.50 A YEAR

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Samples Can be Seen at the Office. Parlors in Lundy's Block

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DR. PRICE'S CREAM BAKING POWDER

A Cream of Tartar Powder Made From Grapes

NO ALUM

IT IS RICH FOR THE RICH AND POOR FOR THE POOR

(Continued from Page 3.)

17. Every application for the appointment of a board shall be transmitted by post by registered letter addressed to the registrar of Boards of Conciliation and Investigation, Department of Labor, Ottawa, and the date of the receipt of such registered letter at the department shall be regarded as the date of the receipt of such application.

18. In every case where an application is made for the appointment of a board, the party making application shall, at the time of transmitting it to the registrar, also transmit by registered letter to the other party to the dispute, or by personal delivery, a copy of the application and of the accompanying statement and declaration.

19. Upon receipt by either party to a dispute of a copy of the application for the appointment of a board, such party shall, without delay, prepare a statement in reply to the application and transmit it by registered letter, or by personal delivery, to the registrar and to the party making the application.

20. Copies of applications or statements in reply thereto, to be transmitted to the other party under any of the preceding sections where the other party is—

(1) an employer, an incorporated company or corporation, shall be sent to the manager or other principal executive officer of the company or corporation,

(2) an employer other than an incorporated company or corporation shall be sent to the employer himself or to the employer in the name of the business or firm as commonly known;

(3) composed of employees, members of a trade union, shall be sent to the president and secretary of such union;

(4) composed of employees some or all of whom are not members of a trade union,—

(a) Where some of the employees are members of a trade union, shall be sent to the president and secretary of the union as representing the employees belonging to the union; also

(b) Where some of the employees are not members of a trade union and there are no persons authorized to represent such employees shall be sent to ten of their number;

(c) Where under paragraph (4) of section 16, two persons have been authorized to make an application, shall be sent to such two persons.

Functions, Powers and Procedure of Boards.

21. Any dispute may be referred to a board by application in that behalf in due form by any party thereto; provided that no dispute shall be the subject of reference to a board under this act in any case in which the employees affected by the dispute are fewer than ten.

22. Upon the appointment of the board the registrar shall forward to the chairman a copy of the application for the appointment of such board, and of its accompanying statement and declaration, and of the statement in reply, and the board shall forthwith proceed to deal with the matters referred to in these documents.

23. In every case where a dispute is duly referred to a board it shall be the duty of the board to endeavor to bring about a settlement of the dispute, and to this end the board shall, in such a manner as it thinks fit, expeditiously and carefully inquire into the dispute and all mattets affecting the merits thereof and the right settlement thereof. In the course of such inquiry the board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the board thinks reasonable to allow the parties to agree upon terms of settlement.

24. If a settlement of the dispute is arrived at by the parties during the course of its reference to the board a memorandum of the settlement shall be drawn up by the board and signed by the parties, and shall, if the parties so agree, be binding as if made a recommendation by the board under section 62 of this act, and a copy thereof with a report upon the proceedings shall be forwarded to the minister.

25.—If a settlement of the dispute is not arrived at during the course of its reference to the board, the board shall make a full report to the minister, which report shall set forth the various procedings and steps taken by the board for the purpose of fully and carefully ascertaining all the facts and circumstances, and shall also set forth such facts and circumstances, and its findings therefrom, including the cause of the dispute and the board's recommendation for the settlement of the dispute according to the merits and substantial justice of the case.

26. The board's recommendation shall deal with each item of the dispute and shall state in plain terms, and avoiding as far as possible all technicalities, what in the board's opinion ought or ought not to be done by the respective parties concerned. Wherever it appears to the board expedient so to do, its recommendation shall also state the period during which the proposed settlement should continue in force and the date from which it should commence.

27.—The board's report and recommendation shall be made to the minister in writing, and shall be signed by such of the members as concur therein, and shall be transmitted by the chairman by registered letter to the registrar as soon as practicable after the reference of the dispute to the board; and in the same manner a minority report may be made by any dissenting member of the board.

28. Upon receipt of the board's report the minister shall forthwith cause the report to be filed in the office of the registrar and a copy thereof to be sent free of charge to the parties to the dispute, and to the representative of any newspaper published in Canada who applies therefor, and the minister may distribute copies of the report, and of any minority report, in such manner as to him seems most desirable as a means of securing a compliance with the board's recommendation. The registrar shall, upon application, supply certified copies for a prescribed fee, to persons other than those mentioned in this section.

29. For the information of parliament and the public, the report and recommendation of the board, and any minority report, shall, without delay, be published in the Labor Gazette, and be included in the annual report of the department of labor to the governor-general.

30. For the purpose of its inquiry the board shall have all the powers of summoning before it, and enforcing the attendance of witnesses, of administering oaths, and of requiring witnesses to give evidence on oath or on solemn affirmation (if they are persons entitled to affirm in civil matters), and to produce such books, papers or other documents or things as the board deems requisite to the full investigation of the matters into which its is inquiring, as is vested in any court of record in civil cases.

(2) Any member of the board may administer an oath, and the board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

31. The summons shall be in the prescribed form, and may require any person to produce before the board any books, papers or other documents or things in his possession or under his control in any way relating to the proceedings.

32. All books, papers and other documents or things produced before the board, whether voluntarily or in pursuance to summons, may be inspected by the board, and also by such parties as the board allows; but the information obtained therefrom shall not, except in so far as the board deems it expedient, be made public and such parts of the books, papers or other documents as in the opinion of the board do not relate to the matter at issue may be sealed up.

33. Any party to the proceedings shall be competent and may be compelled to give evidence as a witness.

34. Every person who is summoned and duly attends as a witness shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in civil suits in the superior courts in the province where the inquiry is being conducted.

35. Where a reference has been made to the Board of a dispute between a railway company and its employees, any witness summoned by the board in connection with the dispute shall be entitled to free transportation over any railway en route when proceeding to the place of meeting of the board and thereafter returning to his home, and the board shall furnish to such witness a proper certificate evidencing his right to such free transportation.

36. If any person who has been duly served with such summons and to whom at the same time payment or tender has been made of his reasonable traveling expenses according to the aforesaid scale, fails to duly attend or to duly produce any book, paper or other document or thing as required by his summons, he shall be guilty of an offence and liable to a penalty not exceeding one hundred dollars, unless he shows that there was good and sufficient cause for such failure.

37. If, in any proceedings before the board, any person wilfully insults any member of the board or wilfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any wilful contempt in the face of the board, any officer of the board or any constable may take the person offending into custody and remove him from the precincts of the board, to be detained in custody until the rising of the board, and the person so offending shall be liable to a penalty not exceeding one hundred dollars.

38. The board, or any member thereof, and, on being authorized in writing by the board, any other person, may, without any other warrant than this act, at any time, enter any building, mine, mine workings, ship, vessel, factory, workshop, place or business of any kind, wherein, or in respect of which, any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking place or has taken place, which has been made the subject of a reference to the board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any persons in or upon any such building, mine, mine workings, ship, vessel, factory, workshop, place or premises as aforesaid, in respect of, or in relation to any matter or thing hereinbefore mentioned, and any person who hinders or obstructs the board or any such person authorized as aforesaid, in the exercise of any power conferred by this section, shall be guilty of an offence and be liable to a penalty not exceeding one hundred dollars.

39. Any party to a reference may be represented before the board by three or less than three persons designated for the purpose, or by counsel or solicitor where allowed as hereafter provided.

40. Every party appearing by a representative shall be bound by the acts of such representative.

41. No counsel or solicitor shall be entitled to appear or be heard before the board, except with the consent of the parties to the dispute, and notwithstanding such consent the board may decline to allow counsel or solicitors to appear.

42. Persons other than British subjects shall not be allowed to act as members of a board.

43. If, without good cause shown, any party to proceedings before the board fails to attend or to be represented, the board may proceed as if he had duly attended or had been represented.

44. The sittings of the board shall be held at such time and place as are from time to time fixed by the chairman, after consultation with the other members of the board, and the parties shall be notified by the chairman as to the time and place at which sittings are to be held: Provided that, so far as practicable, the board shall sit in the locality within which the subject-matter of the proceeding before it arose.

45. The proceedings of the board shall be conducted in public, provided that at any such proceedings before it, the board, on its own motion, or on the application of any of the parties may direct that the proceedings shall be conducted in private, and that all persons other than the parties, their representatives, the officers of the board and the witnesses under examination shall withdraw.

46. The decision of a majority of the members present at a sitting of the board shall be the decision of the board and the findings and recommendations of the majority of its members shall be those of the board.

47. The presence of the chairman and at least one other member of the board shall be necessary to constitute a sitting of the board.

48. In case of the absence of any one member from a meeting of the board the other two members shall not proceed, unless it is shown that the third member has been notified of the meeting in ample time to admit of his attendance.

(2) If any member of a board dies, or becomes incapacitated, or refuses or neglects to act, his successor shall be appointed in the manner provided with respect to the original member of the board.

49. The board may at any time dismiss any matter referred to it which it thinks frivolous or trivial.

50. The board may, with the consent of the minister, employ competent experts or assessors to examine the books or official reports of either party, and to advise it upon any technical or other matter material to the investigation, but shall not disclose such reports or the results of such inspection or examination under this section without the consent of both the parties to the dispute.

Remuneration and Expenses of Board

51. The members of a board while engaged in the adjustment of a dispute shall be remunerated for their services as follows:

(a) to members other than the chairman—

(i) an allowance of five dollars a day for a time not exceeding three days during which the members may be actually engaged in sleeting a third member of the board;

(ii) an alowance of fifteen dollars for each whole day's sittings of the board,

(iii) an allowance of seven dollars for each half day's sittings of the board;

(b) the chairman shall be allowed twenty dollars a day for each whole day's sittings of the board, and ten dollars a day for each half day's sittings

(c) no allowance shall be made to any member of the board on account of any sitting of the board which does not extend over a half day, unless it is shown to the satisfaction of the minister that such meeting of the board was necessary to the performance of its duties as speedy as possible, and that the causes which prevented a half-day's sitting of the board were beyond its control.

52. No member of the board shall accept in addition to his salary as a member of the board any perquisite or gratuity of any kind, from any corporation, association, partnership or individual in any way interested in any matter or thing before or about to be brought before the board in accordance with the provisions of this act. The accepting of such perquisite or gratuity by any member of the board shall be an offence and shall render such member liable to a fine not exceeding one thousand dollars.

53. Each member of the board will be entitled to his actual necessary travelling expenses for each day that he is engaged in travelling from or to his place of residence for the purpose of attending or after having attended a meeting of the board.

54. All expenses of the board, including expenses for transportation incurred by the members thereof or by persons under its order in making investigations under this act, salaries of employees and agents, and fees and mileage to witnesses shall be allowed and paid upon the presentation of itemized vouchers therefor, approved by the chairman of the board, which vouchers shall be forwarded by the chairman to the minister. The chairman shall also forward to the minister a certified and detailed statement of the sittings of the board, and of the members present at such sittings.

Duties of the Registrar.

55. It shall be the duty of the registrar—

(a) to receive and register, and, subject to the provisions of this act, to deal with all applications by employers and employees for a reference of any dispute to a board, and to at once bring to the minister's attention every such application;

(b) to conduct such correspondence with the parties and members of boards as may be necessary to constitute any board as speedily as possible in accordance with the provisions of this act;

(c) to receive and file all reports and recommendations of boards, and conduct such correspondence and do such things as may assist in rendering effective the recommendations of the boards, in accordance with the provisions of this act;

(d) to keep a register in which shall be entered the particulars of all applications, references, reports and recommendations relating to the appointment of a board, and its proceedings; and to safely keep all applications, statements, reports, recommendations and other documents relating to proceedings before the board and, when so required, transmit all or any of such to the minister;

(e) to supply to any parties, on request information as to this act, or any regulations or proceedings thereunder, and also to furnish parties to a dispute and members of the board with necessary blank forms, forms of summons or other papers or documents required in connection with the effective carrying out of the provisions of this act;

(f) generally, to do all such things and take all such proceedings as may be required in the performance of his duties prescribed under this act or any regulations thereunder.

Strike and Lockouts Prior to And Pending a Reference to a Board Illegal.

56. It shall be unlawful for any employer to declare or cause a lockout, or for any employee to go or strike, on account of any dispute prior to or during a reference of such dispute to a board of conciliation and investigation under the provisions of this act, or prior to or during a reference under the provisions concerning railway disputes in the Conciliation and Labor act; provided that nothing in this act shall prohibit the suspension or discontinuance of any industry or of the working of any persons therein for any cause not constituting a lockout or strike: Provided, also, that, except where the parties have entered into an agreement under section 62 of this act, nothing in this act shall be held to restrain any employer from declaring a lockout, or any employee from going on strike in respect of any dispute which has been referred to a board and which has been dealt with under section 24 or 25 of this act, or in respect of any dispute which has been the subject of a reference under the provisions concerning railway disputes in the Conciliation and labor act.

57. Employers and employees shall give at least thirty days' notice of an intended change affecting conditions of employment with respect to wages and hours; and in every case where a dispute has been referred to a board until the dispute has been finally dealt with by the board, neither of the parties nor the employees affected shall alter the conditions of employment with respect to wages or hours, or on account of the dispute do or be concerned in doing directly or indirectly, anything in the nature of a lockout or strike, or a suspension or discontinuance of employment or work, but the relationship of employer and employee shall continue uninterrupted by the dispute, or anything arising out of the dispute; but if, in the opinion of the board, either party uses this or any other provision of this act for the purpose of unjustly maintaining a given condition of affairs through delay and the board so reports to the minister, such party shall be guilty of an offence, and liable to the same penalties as are imposed for a violation of the next preceding section.

58 Any employer declaring or causing a lockout contrary to the provisions of this act shall be liable to a fine of not less than one hundred dollars, nor more than one thousand dollars for each day or part of a day that such lockout exists.

59. Any employee who goes on strike contrary to the provisions of this act shall be liable to a fine of not less than ten dollars nor more than fifty dollars for each day or part of a day that such employee is on strike

60. Any person who cites, encourages or aids in any manner any employer to declare or continue a lockout, or any employee to go or continue on strike contrary to the provisions of this act, shall be guilty of an offence and liable to a fine of not less than fifty dollass nor more than one thousand dollars.

61. The procedure for enforcing penalties imposed or authorized to be imposed by this act shall be that prescribed by Part XV. of the Criminal Code, relating to summary convictions.

Special Provisions.

62. Either party to a dispute which may be referred under this act to a board may agree in writing, at any time before or after the board has made its report and recommendation to be bound by the recommendation of the board in the same manner as parties are bound upon an award made pursuant to a reference to arbitration on the order of a court of record every agreement so to be bound made by one party shall be forwarded to the registrar who shall communicate it to the other party, and if the other party agrees in like manner to be bound by the recommendation of the board, then the recommendation shall be made a rule of the said court on the application of either party and shall be enforceable in like manner.

63. In the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree in writing to allow such dispute to be referred to a board of conciliation and Investigation to be constituted under the provisions of this act.

(2) Every agreement to allow such reference shall be forwarded to the registrar, who shall communicate it to the other party, and if such other party agrees in like manner to allow the dispute to be referred to a board, the dispute may be referred as if the industry or trade and the parties were included within the provisions of this act.

(3) From the time that the parties have been notified in writing by the registrar that in consequence of their mutual agreement to refer the dispute to a board under the provisions of this act, the minister has decided to refer such dispute, the lockout or strike, if in existence, shall forthwith cease, and the provisions of this act shall bind the parties.

64. No court of the Dominion of Canada, or of any province or territory thereof, shall have power or jurisdiction to recognize or enforce, or to receive in evidence any report of a board, or any testimony or proceedings before a board, as against any person or for any purpose, except in the case of the prosecution of such person for perjury.

65. No proceeding under this act shal be deemed invalid by reason of any defect of form or any technical irregularity.

66. The minister shall determine the allowance or amounts to be paid to all persons other than the members of a board, employed by the government or any board, including the registrar, secretaries, clerks, experts, stenographers or other persons performing any services under the provisions of this act.

67. In case of prosecutions under this act, whether a conviction is or is not obtained, it shall be the duty of the clerk of the court before which any such prosecution takes place to briefly report the particulars of such prosecution to the registrar within thirty days after it has been determined, and such clerk shall be entitled to a prescribed fee in payment of his services.

68. The governor-in-council may make regulations as to the time within which anything hereby authorized shall be done, and also as to any other matter or thing which appears to him necessary or advisable to the effectual working of the several provisions of this act. All such regulations shall go into force on the day of the publication thereof in the Canada Gazette, and they shall be laid before parliament within fifteen days after such publication, or, if parliament is not then in session, within fifteen days after the opening of the next session thereof.

69. All charges and expenses incurred by the government in connection with the administration of this act shall be defrayed out of such appropriations as are made by parliament for that purpose.

70. An annual report with respect to the matters transacted by him under this act shall be made by the minister to the governor-general, and shall be laid before parliament within the first fifteen days of each session thereof.

To Consumptives

The undersigned having been restored to health by simple means, after suffering for several years with a severe lung affection, and that dread disease CONSUMPTION, is anxious to make known to his felloe sufferers the means of cure. To those who desire it, he will cheerfully send (free of charge) a copy of the prescription used, which they will find a cure for CONSUMPTION, ASTHMA, CATARRH, BRONCHITIS and all throat and lung MALADIES. He hopes all sufferers will try this Remedy, as it is invaluable. Those desiring the prescription, which will cost them nothing, and may prove a blessing, will please address

REV. EDWARD A. WILSON,
Brooklyn, N. Y.

THE Greatest of Tonics
PSYCHINE
(Pronounced SI-KEEN.)
FOR ALL THROAT AND LUNG TROUBLES

TWENTY-FIVE YEARS' SUCCESSFUL RECORD

MONEY can buy advertising space, but it can't buy a quarter century's successful record of wonderful and almost miraculous cures of the most difficult and intricate cases of throat, lung and stomach troubles. Such is Psychine's record. Thousands of cases given up by leading doctors as hopeless and incurable have been quickly and permanently cured by Psychine. It is an infallible remedy for coughs, colds, bronchitis, pneumonia, consumption, indigestion, loss of appetite and all wasting diseases.

"My son had a terrible cough and was wasted to a shadow. Doctors said he could not live. He used Psychine, it cured him."—Mrs. J. Ranger, Brockville.

"After taking $5.00 worth of Psychine my lungs are well and life is again worth living."—Mrs. I. Richards, Marriotts Cove, N.S.

"My lungs are now sound as a bell after using Psychine."—H. Robbins, Bridgeburg, Ont.

"Psychine saved my life."—A. Walden, 7 Cornwall St., Toronto.

Psychine Never Fails Psychine has no Substitute

AT ALL DEALERS, 50c. and $1.00 A BOTTLE

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See Our Windows for

BARGAINS

A. C. Liphardt Jeweller and Optician

Seeds Seeds

Flower Field Garden

We will have on view and for sale a most complete assortment of seeds for the Spring trade of 1907. We guarantee all of these as being true to nature and variety. We guarantee all of them to be fresh goods from the most reliable seedmen. Every package will grow or the money refunded.

The Palace Drugstore

Special Bargain for 30 Days

In order to build up the circulation of this paper another 1,200, we are offering for thirty days only

The Fernie Ledger

One Year for $1.50

This offer is good for old subscribers as well as new, provided present subscribers have paid their subscriptions to date.

REMEMBER $1.50 A YEAR

Any time in the next 30 days.

I was cured of Acute Bronchitis by MINARD'S LINIMENT.
Bay of Islands. J. M. CAMPBELL.

I was cured of Facial Neuralgia by MINARD'S LINIMENT.
Springhill, N. S. WM. DANIELS.

I was cured of Chronic Rheumatism by MINARD'S LINIMENT.
Albert Co., N. B. GEO TINGLEY.

GOVERNMENT SAYS "NOT FOR OURS"

Another Herod Has Come to Light, and His Daughter, the Corporation, is Long on the Dance---Herod Again Washes Hands

F. H. Sherman, president of District 18, U. M. W. of A., has furnished the Ledger with the telegraphic correspondence which has passed between the officers of the mine workers and the department of labor at Ottawa relating to the Taber lockout and the attitudes of the government thereon. President Sherman states that "a few days previous to April 1, a committee of the men waited on Manager Dixon, of the Canada West Coal Co., of Taber, with a request that Monday, April 1, be granted to the men as a holiday in order to celebrate the inauguration of the eight-hour day at Taber. Request granted. On April 2, when men reported for work no officials were present to put them to work. A committee waited on Manager Dixon to ask him why the men were not allowed to work. They were informed that they could not work except on 10 hours a day basis. The men decided to stay by their contract. Finally Dixon agreed with Vice-President Galvin that the men should resume work on the 8 hour day. The men were locked out on April 2 and 3. Operations being partially resumed on April 4. The contract was not contingent upon the Lethbridge settlement."

From Calgary Sherman wired the deputy minister of labor, whose reply was as follows:

Ottawa, April 2.

F. H. Sherman, District President United Mine Workers of America, Fernie:—

Telegram requesting enforcement of Industrial Disputes law in connection with alleged lockout by Canada West Coal Co. at Taber mine received. In reply would direct attention to section 61 of the act, which reads as follows: (Here section is quoted). I have today communicated with Canada West Coal Co. at Taber mine informing the company of contents of your telegram and directing their attention to clause 56 and 58 of act relating respectively to the prohibition of lockouts prior to reference of dispute to a board and penalty for causing lockout.

W. L. MACKENZIE KING,
Deputy Minister of Labor.

The above telegram was sent to Calgary and received there after Mr. Sherman had left, so that not knowing of its receipt that gentleman wired again and received the following reply:

Ottawa, April 3.

F. H. Sherman, President, Miners' Union, Fernie:

Your wire, Fernie, April 3, just received; telegraphed you to Calgary on receipt of your last wire directing your attention to section of Industrial Disputes act which provides that proceedings for enforcement of act should be taken under part 15 of criminal code; have asked Calgary to forward message.

W. L. MACKENZIE KING,
Deputy Minister of Labor.

Mr. Sherman sent the following reply:

Fernie, April 4.

W. L. Mackenzie King, Ottawa:

Want to know definitely whether government will enforce act, and when.

F. H. SHERMAN.

The following was received in reply:

Ottawa, April 4.

F. H. Sherman, President Miners' Union, Fernie:

... any person believing the provisions of Industrial Disputes act to have been violated may lay an information or complaint before a justice of the peace, who has full power to hear and determine the whole matter.

W. L. MACKENZIE KING,
Deputy Minister of Labor.

The following was also received:

Ottawa, April 4.

F. H. Sherman, President Union, Fernie:

Have just received telegram from Canada West Coal Co. as follows: Your telegram to hand; no lockout on company's part; our contract based on Lethbridge working houre. Miners refuse to abide by agreement, trying to force on us eight-hour day, while most important competitor permitted to work ten. We cannot afford it. Mine is open to work whenever miners signify willingness to do as they agreed.

Have sent the following in reply:

From your telegram April 3 just received, it would appear that there is a misunderstanding between your company and employees as to nature of existing dispute. Department of labor has only such information as is contained in telegram quoted to you and your reply. The minister directs me to say that in order that the parties on either side may not render themselves liable for an infringement of the law it would appear advisable that an application should be made at once by one party or the other for the appointment of a board of conciliation and investigation, and that work should be resumed pending an enquiry by such board. As soon as application is received department will make every effort to see that board is appointed and its enquiry conducted as expeditiously as possible.

W. L. MACKENZIE KING,
Deputy Minister of Labor.

In reply Mr. Sherman wired:

Fernie, April 5.

Deputy Minister of Labor, Ottawa:

Re Canada West Coal Co.: There is absolutely no mention of Lethbridge or conditions there or elsewhere. Article 8 of agreement reads as follows: Hours of labor to remain as at present pending installation of the new machinery. The company undertaking to concede the eight-hour working day not later than April 1, 1907. The whole trouble is that the company repudiates this agreement and wants ten-hour working day. It will be seen that the question is simply enforcement of an executed contract solemnly entered into and now broken by company. Men ready to carry out terms of said contract, but prevented by company.

F. H. SHERMAN.

And later, as follows:

Fernie, April 5.

Deputy Minister of Labor, Ottawa:

The plain question is does the government intend to have information laid and to prosecute cases, and if so, when. Please give plain answer.

F. H. SHERMAN.

Reply:

F. H. Sherman, President District Union No. 18, U. M. W. of A., Fernie:

...

The minister directs me to say that information in the case of violation of the Industrial Disputes Investigation act should be laid by individuals affected as in ths case of violation of other statutes where method of enforcement is that set forth in part 15 of the criminal code. The act does not contemplate the laying of information by the government.

W. L. MACKENZIE KING,
Deputy Minister of Labor.

The district executive met at Fernie on Saturday and discussed the question, arriving at a decision referred to in the following telegram. The "district" referred to in the telegram comprises every mine in Alberta and the mines of the Crow's Nest Pass Coal Co. in this province:

Fernie, April 6.

W. L. Mackenzie King, Ottawa:

Your refusal to take action at Taber will result in miners ignoring Industrial Disputes act. Referendum vote now being taken may result in general strike at every mine in this district.

F. H. SHERMAN.

In reply to a telegram filed yesterday, asking for some explanation of the government's alleged refusal to prosecute the Canada West Coal Co. for breach of the Industrial Disputes act, Hon. Rudolphe Lemieux, minister of labor, sent the following to the "Daily News, Nelson, B. C.—The procedure for enforcement of the Industrial Disputes Investigation act as set forth in the act, is that prescribed by part 15 of the criminal code revised statutes of Canada. If act has been violated by the company at Taber, declaring a lockout, contrary to its provisions, it is open to any one to lay an information before a justice of the peace and have penalties imposed. Similarly if act were violated by men going on strike contrary to its provisions, any person would be free to lay an information and have penalties imposed. The act in this respect is enforceable like other statutes where similar procedure is prescribed. The act does not contemplate that the government should lay informations. The minister of labor is obliged to appoint a board of conciliation and investigation in connection with any dispute when required to do so in accordance with the terms of the act, both parties at Taber have been so informed, but no application for the appointment of a board has been as yet received.

(Sgd.) RUDOLPHE LEMIEUX,
"Minister of Labor.

"Ottawa, April 7, 1907."

A temporary arrangement has been entered into between Manager Dixon and John Galvin, vice-president of the U. M. W. of A., for the settlement of the trouble at the Canada West Coal and Coke company's mine. Under this arrangement the company concedes the eight-hour working day for a period of thirty days so as to enable both the company and employees to refer the matter to a board of arbitration as provided for in the Labor Disputes Investigation act.

It should further be noted that the Canada West Coal Co. is not in the Western Coal Operators' association, and had no one representing the company at the Calgary joint convention. There was, therefore, no association between the Taber mine and those endeavoring to effect a settlement at Calgary.

Ottawa, April 9.

F. H. Sherman, President District Union U. M. W. of A., Fernie:

Department received today letter of April 5 from C. Dixon, Canada West Coal and Coke Co., stating that as soon as appraised of new law company notified men that mine was open and that men are now working. Mr. Dixon has made application for appointment of board of conciliation and investigation to enquire into dispute between company and employees.

W. L. MACKENZIE KING,
Deputy Minister of Labor and Registrar of Boards of Conciliation and Investigation.

Ottawa, April 9.

F. H. Sherman, President District No. 18, U. M. W. of A., Fernie:

The department is in receipt today of applications for the appointment of a board of conciliation and investigation in respect of disputes between the following companies and their employees: The Crow's Nest Pass Coal Co., The Canadian-American Coal and Coke Co., The International Coal and Coke Co., The Western Canadian Collieries. The minister of labor directs me to say that he has decided to appoint a board of conciliation and investigation to which the matter in dispute may be referred, with the least possible delay, in accordance with the provisions of the act.

W. L. MACKENZIE KING,
Deputy Minister of Labor and Registrar of Boards of Conciliation and Investigation.

The following dispatch clipped from the Globe of the 3rd does not harmonize with the above official dispatches:

Ottawa, April 2.—In view of the press report from Calgary stating that the employees of the Taber coal mines had been locked out in consequence of failure to reach an agreement between the men and operators at Calgary last week, Mr. Mackenzie King, deputy minister of labor, has wired the owners of the mines that if the employees are locked out, as stated in the report, without the matters in dispute having been first submitted to the board of arbitration as provided in the new labor act now in force, the penalty clauses will be invoked. For such infringement of the act the operators are liable to a fine of $500 per day.

A SPRING TONIC.

Dr. Williams' Pink Pills Make Rich, Red, Health-Giving Blood.

Cold winter months, enforcing close confinement in over-heated, badly ventilated rooms—in the home, in the shop and in the school—sap the vitality of even the strongest. The blood becomes clogged with impurities, the liver sluggish, the kidneys weakened, sleep is not restful—you awake just as tired as when you went to bed; you are low spirited, perhaps have headache and blotchy skin—that is the condition of thousands of people every spring. It comes to all unless the blood is enriched by a good tonic—by Dr. Williams' Pink Pills. These pills not only banish this feeling, but they guard against the more serious ailments that usually follow—rheumatism, nervous debility, anaemia, indigestion and kidney trouble. Dr. Williams' Pink Pills are an ideal spring medicine. Every dose makes new, rich, red blood. Every drop of new blood helps to strengthen the overworked nerves; overcomes weakness and drives the germs of disease from the body. A thorough treatment gives you vim and energy to resist the torrid heat of the coming summer. Mrs. Jas. McDonald, Sugar Camp, Ont., says: "I was badly run down, felt very weak and had no appetite. I could scarcely drag myself about and felt that my condition was growing worse. I decided to try Dr Williams' Pink Pills, and before I had used a dozen boxes I was as strong as ever. My appetite returned and I am now able to do my housework without feeling worn out. I think Dr. Williams' Pink Pills the best tonic there is."

It is a mistake to take purgatives in spring. Nature calls for a medicine to build up the wasted force—purgatives only weaken. It is a medicine to act on the blood, not one to act on the bowels, which is necessary. Dr. Williams' Pink Pills are a blood medicine—they make pure, rich red blood, and strengthen every organ of the body. See that the full name, "Dr. Williams' Pink Pills for Pale People," is printed on the wrapper around each box. All other so-called pink pills are fraudulent imitations. Sold by medicine dealers or by mail at 50 cents a box or six boxes for $2.50 from the Dr. Williams Medicine Co., Brockville, Ont.

Minard's Liniment Cures Neuralgia.

GAME RESERVES.

To The Editor:

Dear Sir,—With your permission I beg to contradict some of the statements appearing in the public press respecting East Kootenay reserves.

1. We are told that it is necessary to make these reserves in order to protect the big game, chiefly elk and mountain sheep; that these are almost extinct in the district.

2. That the area described is of no value, containing neither mineral on timber of commercial value.

3. In order to further protect the game within these reserves it will require two or three game wardens (friends of the promoters, of course,) and to raise funds to pay those wardens it is proposed to tax every person carrying a gun $2 per year.

With regard to the first assertion, it is a well-known fact by those familiar with the district, that there are hundreds of mountain sheep grazing the lofty hills and large herds of elk in the valleys. The latter are undoubtedly increasing, being protected until 1911. If necessary, why not lengthen the close time on Elk, and also make a close time for sheep over the present arrangement. This method is much easier, cheaper and more in accordance with the general opinion in the district. The northern boundary of the proposed reserve nearly touches the south boundary of the National Park at Banff with its immense area.

As to the second part, I maintain that none of the movers in the matter know the country sufficiently well to give an opinion worth a rap, either as to the mineral or timber wealth of the area proposed to be reserved. I understand Professor Hornaday has visited the Elk district once for a week or so, and McPhillips about half a dozen times for a few weeks during the shooting season. I daresay both of these gentlemen are very nice and leave pleasant recollections behind them, at the same time the people of the district, people making the country, have a say. If we take the Alberta line as the eastern boundary, and this, according to some of the promoters, is the inside, it will include the largest coal area in British Columbia.

From Michel north 18 miles the whole of the bottom lands in the Elk valley is now occupied by farmers. On the west we have the Bull river iron ores, and there are strong evidences of ore bodies between these points. In fact, the district has practically not been prospected yet.

One lumber company is now preparing to drive their wintet cut of logs down the Elk, and there is room for scores more to repeat the process for years and years.

Lastly, we all know that by restricting the time allowed for killing game, or prohibiting the killing altogether, they can be preserved equally as well as in a park.

To suggest taxing the workingman $2 per year for carrying a gun, in order to satisfy the fads of a few big game hunters and their small fry followers, is an absurdity. The Fernie district is certainly a workingman's district, and I would regret the time when any miner cannot have a little pleasure up the Elk with his gun.

MINER.

Wichel, B. C., April 5, 1907.

THE MINERS' TROUBLE.

A concerted plot evidently has been formed to injure the miners in the trouble that threatens and to prejudice public opinion against them by misrepresenting the facts or diverting public attention from the real points at issue.

First, it is stated that the recent conference broke up over the question of the open shop. That was good tactics for the operators, because the agitation of labor men for a closed shop, or a fair shop, as it should be known, is not at all popular.

But the matter of open or closed shop is only one of several points at issue between the employers and employees, and certainly not the most important issue between them.

The points at issue between the operators and the miners are so important that to attempt to sidetrack them by a debate upon any remark that one of the miners may have said, is useless.—Morning Albertan.

TABER MANAGEMENT MAKES STATEMENT

It is not always wise to respond to newspaper reports, but the misrepresentation manifest in your issue of yesterday concerning our little trouble here is entirely too flagrant to be permitted to pass unchallenged.

According to a verbal agreement, between both sides that part of the contract relative to hours of work, was to be contingent on the settlement made between the union and greatest competitor. They are working ten hours and in line with the understanding entered into, and the expressed assurance that they would never get a settlement on any other basis but an eight-hour day, our contract was signed. So you see breach of contract was made by the men and not by us. We have lived up to our agreement in every particular, and had the opposite side done accordingly there would have been no stop here.

Hoping you will make this correction, I am

Yours truly,
CHARLTON DIXON,
Manager.

Taber, Alta., April 3, 1907.

NOTE.—The miners, we understand, do not admit the correctness of Mr. Dixon's account of the "verbal" contract. Why are we to believe him rather than them in the absence of any evidence in support of his statement and in the face of the actual written contract which he signed, and which he violated, in the face also of the apparent fact that he allowed them to work on month after month understanding that the signed contract would be carried out, subsequent to the alleged breach of the verbal contract?—Southern Alberta News.

MICHEL NEWS NOTES.

Miss Evans was a Fernie visitor several days this week.

H. A. LeRoy made a flying trip to Sparwood Wednesday.

Miss Crahan leaves for Lethbridge Saturday for an extended visit.

A. Mutz, the Fernie brewer, was a brief visitor in Michel Monday.

Jim Rilance, of the Trites-Wood staff, was laid up for several days during the week with tonsilitis.

Cards are out announcing the marriage of Miss Polly Elliot to Edward Nuns Saturday evening, the 20th inst.

Geo. Whiting has rented the house formerly occupied by the Crescent club, and will run a first-class boarding house.

D. Scott left for his ranch near Red Deer Wednesday. His family expect to leave about the middle of next month to permanently reside.

Miss Johnson, of the Michel public school returned from Nelson on Sunday's passenger. She reports a pleasant time at the institute.

Nick Lamana, for five years a resident of Michel, will leave for his homestead at Priest river, Idaho, after next payday, to stay for good.

Mrs. Jenkins expects to leave for her old home in the Old Country in a short time. Miss Nellie and Master James will accompany her on the voyage.

Percy Talbot returned from Coleman Tuesday to make Michel his permanent home. He is again assisting in the medical department at the Michel hotel.

It is reported here today that the C. P. R. will issue free tie passes to the people of Michel who wish to avail themselves of the opportunity in case of a strike. Don't all speak at once, but apply early.

Word has been received from Dr. McSorley, stating that he will return to Michel about May 1. Dr. Beantoll, who has been looking after the sick and injured during his absence, will return to Calgary after his return.

Rev. Kinney, of the local Methodist church, has received an appointment to accompany a geological and scientific party from Toronto University on a research expedition of the Rockies north of Field. The farthest point north to be reached is about 250 miles north of the main line of the C. P. R. The party is to start about July 1.

BABY'S FRIEND.

"Before I got Baby's Own Tablets my baby was troubled with colic and vomiting and cried night and day, and I was almost worn out. But after giving him the Tablets for a few days the trouble disappeared and you would not know it was the same child he is so healthy and good-natured now." This is the grateful testimonial of Mrs. George Howell, Sandy Beach, Que., and it tells other mothers who are worn out caring for cross sickly children how they can bring health to the little one and ease to themselves. Baby's Own Tablets promptly cure the minor ailments of little ones, and there are no cross, sickly children in the homes where the Tablets are used. Sold by all medicine dealers or by mail at 25 cents a box from The Dr. Williams' Medicine Co., Brockville, Ont.

The Ledger

does Job Work a little neater and better than any other office in Fernie -- and you get the Union Label.

Let us prove it to you

Plumbing Plumbing

Now that the Sewers are going in, you will surely put some plumbing in that house of yours.

Bring your enquiries to us and bring them now, so we can get your job fixed up properly before the big rush comes.

Estimates cheerfully given

WHIMSTER & Co.

Plumbing Plumbing

Do You Want a Knife?

If you do get out and sell the Ledger. The boy, girl or adult who sells the largest number per week gets a good Jack-Knife during the month of April and then we have a monthly prize which is sure to be good. Special inducement for the girl who sells the Ledger. You can't sell us very often but you can

Sell The Ledger

P. CAROSELLA
General Merchant

Dealer in Wine Liquors and Cigars

Fernie B. C.
Cor. Wood & Baker Street

Ostrich Feathers

Cleaned and curled. Old feathers made to look like new. Feather Boas a specialty. Mail orders promptly attended to. Moderate prices

Mrs. C. Douglas
Box 300 Fernie

Spring Shoes...

Are arriving daily. We have a larger and better assortment this spring than ever and our prices are low enough to suit the person who had to borrow trouble.

W. R. McDOUGALL

SYNOPSIS OF CANADIAN NORTH-WEST MINING REGULATIONS.

Coal.—Coal lands may be purchased at $10 per acre for soft coal and $20 for anthracite. Not more than 320 acres can be acquired by one individual or company. Royalty at the rate of ten cents per ton of 2,000 pounds shall be collected on the gross output.

Quartz.—A free miner's certificate is granted on payment in advance of $5 per annum for an individual, and from $50 to $100 per annum for a company according to capital.

A free miner, having discovered mineral in place, may locate a claim 1,500 x 1,500 feet.

The fee for recording a claim is $5.

At least $100 must be expended on the claim each year or paid to the mining recorder in lieu thereof. When $500 has been expended or paid the locator may, upon having [illegible] made, and upon complying with other requirements, purchase the land at $1 an acre.

The patent provides for the payment of a royalty of 2½ per cent on the sales.

PLACER mining claims generally are 100 feet square; entry fee $5 renewable yearly.

A free miner may obtain two leases to dredge for gold of five miles each for a term of twenty years, renewable at the discretion of the Minister of the Interior.

The lessee shall have a dredge in operation within one season from the date of the lease for each five miles. Rental $10 per annum for each mile of river leased. Royalty at the rate of 2½ per cent collected on the output after it exceeds $10,000.

W. W. CORY,
Deputy Minister of the Interior.

N. B.—Unauthorized publication of this advertisement will not be paid for.

Minard's Liniment cures Dandruff.

NOTICE!

THE BANK of HAMILTON

will hereafter, until further notice, pay Interest on Savings Bank Accounts Quarterly instead of semi-annually as heretofore.

DATES OF PAYMENT:

MAY 31st AUGUST 31st
NOVEMBER 30th & FEB. 28th

J. R. LAWRY, AGENT
Fernie Branch

NEWS OF THE CITY

G. G. S. Lindsey left for Toronto Wednesday evening.

Mrs. A. Mutz left on a short trip to Spokane Tuesday morning.

Charles McNab, the Waldo mill man, was in town Wednesday.

G. H. Boulton went to Elkmouth Thursday via C. P. R. and Elko.

Mr. and Mrs. Forster, of Sparwood, were in the city Wednesday.

The Eagles are preparing to move their nest to the I. O. O. F. hall.

H. J. Johnson has purchased A. P. Walker's residence on Howland ave.

Born, on Saturday, 6th inst, to Mr. and Mrs. G. F. Meikle, city a daughter.

A break in the south side tipple caused a stoppage of No. 2 mine Wednesday.

Miss Sinclair took charge of No. 3 division of the city schools Monday morning.

Mrs. Lawry gave an "At Home" to a very large number of her lady friends yesterday afternoon.

F.O.E.—Fernie Aerie, No. 561, have changed their meeting night from Wednesday to Friday of each week.

Mrs. G. H. Boulton will go to Elkmouth Monday to take up her residence at the Mott-Boulton mills.

Will Liphardt is opening up a jewelery store in Macleod. He is not going to cast his pearls before swine.

We are glad to announce that Mrs. W. W. Tuttle, who is still at Bellingham, is now improving in health.

The mayor has signed the sewer debentures, and now all preliminaries for cashing them have been attended to.

Magistrate Whimster willhold a court of revision on May the 6th, and the voters' list will not be open again until November.

Mrs. A. McLeod and children arrived home on Thursday from a two weeks' visit with friends in St. Mary's and Lethbridge.

Never were there so many Easter bonnets in evidence in Moyie. This is an unfailing indication of prosperity—to the milliner.—Moyie Leader.

We are now assured of the near approach of that coy and gentle young lady—spring. Dr. Wrigiesworth has presented his wife with a new garden rake.

The jury in the Thaw case have not yet been able to agree upon a verdict, and it looks now as though the filth will have to be raked over again.

The Coal Creek football boys are preparing to have a grand time tonight. Bills are out announcing a smoker at the Athletic club rooms, coal creek.

The young ladies guild of Christ church will glve a tea and sale in Stork's opera house on Thursday, the 18th inst. There will be dancing in the evening.

The Alberta government has started a crew at work on the new telephone line from Coleman to Macleod and will later continue the line to Lethbridge and Medicine Hat.

The customs collections at this outport for the month of March amounted to $8,771.43. The inland revenue collected was $2,626.36. Total collections, $11,397.75.

Mine operators H. W. Galer, of Coleman; Lewis Stockett, of Bankhead; J. Breckenridge, of Calgary; Whiteside, of Blairmore, and Moore of Frank, were in the city on Monday.

A. Leitch, the veteran of the Kootenay sawdust aristocracy, was in town yesterday and gave the Ledger a friendly call. Mr. Leitch has been in the sawmill business in East Kootenay since 1897, and has not got rich enough yet to retire, though he is of a retiring disposition. Few men have done as much as Mr. Leitch toward the opening up and improving this country. He is made of the stuff that stands the hard knocks of pioneer life, and is not a bit like a man who can not knock back.

G. P. Lambert has been appointed temporarily as fire teamster.

Born, to Mr. and Mrs. J. A. Murray, at Coal Creek, Tuesday, the 9th, a daughter.

F.O.E.—Fernie Aerie, No. 561, F.O.E., have changed their meeting night from Wednesday to Friday of each week.

Fred Tampion, of Gateway, died Thursday in the Home hospital from blood poisoning. The remains were shipped to his eastern home by Scott and Ross.

Under the auspices of the ladies' aid of the Methodist church, an apron sale will be held on Monday afternoon, the 22nd inst., in the Burns Block, Victoria Avenue.

Mr. and Mrs. T. H Whelan, the baby and Flannigan, left over the C. P. R. on Thursday for Wallace, Idaho, where Tom and the baby will go scratching gravel in search of pay dirt.

A social dance was given in honor of Mr. and Mrs. A. Berridge in the club rooms at Coal Creek last night whichwas a very pleasant affair. Mr. and Mrs. Berridge are coming to Fernie to reside permanently.

Miss E. L. Emerson, matron of the Home hospital is seriously ill with peritonitis. An operation was performed Friday morning by Drs. Higgins and Cartwright, but her ultimate recovery is still a question.

A telegram to President Sherman from John Mitchell Thursday announced that Vice-President Lewis, of the United Mine Workers, would be in Fernie early next week. He will be a welcome visitor at this time.

By an oversight, The Ledger report of the institution of Esther lodge of Rebecca in our last issue, the name of O. N. Ross was omitted as the official organizer of the order. Mr. Ross was assisted by the ladies from Nelson.

Mrs. Hale, of Enderby, arrived in town this week, and will spend a portion of the summer here with Mr. Hale. It is hard to tell where Mr. Hale's home is unless it is everywhere, as he seems to be at home in that place.

Colonel Cartwright, inspector of musketry for the Canadian militia, was in town over Sunday, the guest of Mr. and Mrs. F. C. Lawe and his brother, Dr. Cartwright. Mrs. Cartwright accompanied the Colonel, and they were on their return trip from the coast.

Dominion inspector of public buildings for British Columbia Wm. Henderson, accompanitd by Mr. McCallum, of Cranbrook, was in town this week making preliminary arrangements for the early beginning of work on the new post office building.

Peter Murphy, late of the Nelson fire department, has gone on the night beat during the absence of Chief Walker. Mr. Murphy has seen service on the St. John, Newfoundland, fire department, and is a South African veteran, having served in the Strathcona Horse.

Mrs. Charles Douglas, as will be seen by her ad. in another column, is prepared to do ornamental feather renovating, and will doubtless be found with lots of work in her line. Read her ad. and you will know where you can get your plumage brightened up.

Like Banquo's ghost, that Winnipeg ghost case against the Free Press will not stay down. The plaintiff, on appeal to the higher court, has been awarded damages to the extent of $1,000. This is damaging to the Free Press, but the ghost should live long and grow younger.

A big snowslide has been occupying the attention of the G. N. people for two or three days, and has been interfering with a rigid observance of the printed time table of that road. The slide is at the same old spot near Swinton. A train got in today, the first in three days.

Dame rumor says that if we have not the real Monte Carlo here in Fernie, we at least have a section of that world of chance, and the local patrons of the place send out to the best of our restaurants for their meals, which are carried to the busy sportsmen on heavy silver platters. This is one on the old place over the sea.

If you want a neat, up-to-date hat, call at Mrs. E. Todd's.

Just arrived, long silk gloves, shoulder length, at Mrs. E. Todd's.

Tom Beck still has ice cream which he has been turning out regularly.

Tom Beck will have lettuce and other green vegetables in stock today.

Don't forget that Mrs. E. Todd has the little boy's white duck suits.

You can always get the latest in children's dresses and headwear at Mrs. E. Todd's.

A hotel that furnishes quiet, commodious accommodation for its patrons is a source of pleasure to the travelling public. Such a one is the King Edward Hotel, of Fernie, corner opposite post office.

WALKER SAYS WALKING GOOD

Chief of Police Walker is leaving with Mrs. Walker for a few weeks' rest. They will first visit Salt Lake City, then Beatrice, Nebraska, and will finish up at St. Louis, their old home. Mrs. Walker has been in poor health for some time, and it is thought the change will be beneficial to her. The chief says he feels run down himself, but that he will be back if he is not run down some more, especially by the police of the American cities he intends to visit. It is hinted among the boys that a subscription will be taken up among his friends to pay his fare back, so that he will not have to count ties or ride blind baggage.

MASS MEETING WAS IMMENSE

The largest mass meeting ever held by the members of Gladstone union in Fernie packed Stork's opera house on Thursday. The present situation of the labor controversy betwetn the operators and employees was the theme of discussion, and judging from the result of the vote taken by ballot, there was practically only one side to the debate.

The referendum vote taken after the meeting was the largest ever cast by the union. Out of a total membership of a little less than 800, there were cast 776 votes, 717 for striking to 45 against and 4 spoilt ballots.

The membership all over the district is increasing, and it seems that as a result of repressive tactics from outside, that the miners are all coming into the organization.

SOME DOINGS IN SPORT LINE

Mr. W. Edwards is willing to fight any man in British Columbia, catch weights, for a side bet of $500; Marquis of Queensbury rules to govern. Jim Burrows preferred.

Brigadier-General Andrew S. Burt is an enthusiastic sportsman, his especial hobby being baseball. At one time he was colonel of a colored regiment, two companies of which were having a game. Colonel Burt took the place of a poor player, but the men on the coaching lines did not shout to him as they did to the privates. The colonel took off his uniform coat and demanded to be treated like the other players. Shortly he came to bat, hit the ball and started for first. "Run, you skimpy-legged, sawed-off mud turtle," yelled a coacher. "Get a move on you, you miserable runt." Colonel Burt got around the bases to this sort of accompaniment. Then he put on his coat again.

DOINGS OF OUR CITY COUNCIL

The city council met in regulsr session Thursday night, with Aldermen Tuttle, Trites, Quail, McIntyre, Stork and Gates present.

On motion, Alderman Tuttle took the chair, and the minutes of the previous meeting were read and approved.

The report of Fire Chief Phillips for the month of March was read. At this juncture the mayor arrived, and after taking the chair the report of the fire chief was adopted.

Mr. Collis, representing Musens, Limited, was present and talked to council upon the water cart proposition. He was requested to make a written statement, quoting price of cart delivered.

The mayor was called away by phone, and Alderman Tuttle resumed the chair.

On motion, the city clerk was instructed to advertise for tenders for constructing sidewalks and street crossings for 1907.

The street committee was authorized to construct a sidewalk 6 feet wide from the Methodist church to Ross' corner.

The council then went into committee of the whole, Alderman Stork in the chair, and considered applications for position of city teamster.

On rising the committee reported to the council, recommending that the fire chief be empowered to engage at once a teamster from those who had applied at a salary of $75 per month.

The council, after adopting the report, adjourned to April 17.

The Ledger understands that Alderman Tuttle made a very generous offer to the council in relation to the sad misfortune which happened to the little Beaver girl last Saturday.

Stewart's Chocolates

Finest line of Chocolates on the market; always fresh and wholesome. Try them once and you will have no others.

McDOUGALL & CO
Full line of Tobacco & Cigars.

Wild Rose English Breakfast Tea

OUR own blend. Best on earth. If you want a cup of nice flavored Tea that will make you feel like enjoying life, try a pound and you will never regret it. Money refunded if not strictly satisfactory.

W. J. Blundell, Post Office Block

P. BURNS & CO
LIMITED
COLD STORAGE
WHOLESALE AND RETAIL
Meat Merchants

ALWAYS a choice supply of Beef, Pork, Mutton, Veal and Lamb on hand. Hams, Bacon, Lard, Butter and Eggs.

OUR SPECIALTIES:—
Fresh, Smoked and Salted Fish; always a good assortment. Try our Mince Meat, Saurkraut and Oysters.

Fry's Chocolate
5c Bars and Diamond Bars

We have put in a full stock of this celebrated Chocolate. We need not say much about Fry's Chocolate because everybody who knows chocolate knows the splendid quality of this line of goods.

Thomas Beck, Fernie
Successor to Bean & Morrison

ONE CENT A WORD ADS

FOR SALE

FOR SALE—HOUSE AND LOT—APPLY TO L. P. Eckstein.

FOR SALE—20 LOTS IN WEST FERNIE easy terms. Apply W. T. Healey, West Fernie

FURNITURE FOR SALE—A. JEMSON, 8 Victoria Ave

HAY FOR SALE—GOOD UPLAND PRAIRIE hay Chas. H Howard, Cayley, Alta

FOR SALE—SIXTY-EGG CHATHAM INcubator, nearly new.—Apply at Ledger Office

FOR SALE—A GOOD RESIDENTIAL PROPerty centrally located, good modern house, all conveniences. Apply to Mott, Son & Co., Fernie, B. C.

FOR SALE—ONE OF THE BEST BUSINESS lots on Victoria Ave. This lot is one of the best locations in town. For full particulars apply to Mott, Son & Co Fernie, B C.

A Big Snap

FOR SALE—AT A BARGAIN, ONE HOUSE and out buildings, with three 50 ft. lots on Howland Ave., near the former Fernie Brewery. Apply to Fernie Ledger. A 13-4

HELP WANTED

WANTED—AN OFFICE BOY. APPLY TO L. P. Eckstein.

Wanted

Dining Room Girl at the Queen's Hotel, Fernie, B. C. Wages $30 a month. a13tf

TIMBER NOTICES

NOTICE is hereby given that thirty days after date I intend to apply to the Honorable Chief Commissioner of Lands and Works for a special license to cut and carry away timber from the following described lands in south-east Kootenay.

No. 1. Commencing at a post planted in the north-west corner of James Falconer's timber claim, thence north 80 chains, thence west 80 chains, thence south 80 chains, thence east 80 chains to place of beginning.

Charles Waldie, Locator
James Cameron, Agent
Located Feby 4, 1907 A 13 4t

No. 2 Commencing at a post planted about 7 miles west of the Kootenay river, ten chains north of the International boundary, thence east 160 chains, thence north 40 chains, thence west 160 chains, thence south 40 chains to place of beginning.

J. D Gordon, Locator
James Cameron, Agent
Located April 5, 1907 A 13 4t

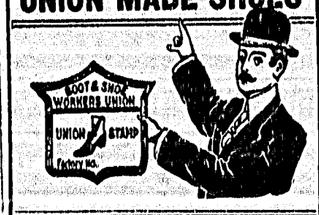
Do You Know GoodShoes

Many people don't know how to tell a good shoe. The

UNION LABEL

is a guarantee of good workmanship

WE SELL UNION MADE SHOES



J. & T. Bell's
and
'The Slater'

Their names stamped on a shoe is a guarantee of the stock.

W. F. Muirhead & Co.

Sole Agents for the above Shoes in Fernie.

Repairing promptly attended to

Crow's Nest Trading Co Ltd
Fernie, B. C.

Quality, Purity and Quantity

are the trade bringers that we use constantly in our business. For each of your dollars we offer at all times the biggest hundred cents' worth of value procurable.

We Guarantee to Save You Money

Gent's Furnishings

We have the newest and most up-to-date stock of Furnishings in town at prices that mean a saving to you.

Campbell & Faultless Clothing
unequalled for fit, material and style

Men's Suits $8.50 to $22.50
Men's Pants $1.40 to $6.50

Shirts. We have now in stock the finest range of Fine and Working Shirts that we ever put put into stock.

W. G. & R., Pooley and Star Fine Shirts all new season's patterns..... **$1.25-$2.75**
King of the Road, H. B. Knitting Co'y Faultless Working Shirts..... **65c - $1.50**

Gloves. We are proud of our Glove values, you will appreciate them if you will examine them.

Muleskin	45c pair
Pinto Shell	75c ,,
Horsehide	$1 and $1.25 ,,
Pig Skin	1.25 and 1.95 ,,
Calfskin	1.35 ,,
Buckskin	1.35 and 1.50 ,,
Reindeer Buck	1.65 ,,

Groceries.

The saving effected by buying your groceries from us is as good as finding money. The quality you can always rely upon as being the best obtainable.

3 lb tin Baked Beans per tin	15c
Quaker Canned Peas per tin	10c
Quaker Preserved Peaches per tin	20c
Quaker Preserved Pears per tin	20c
Quaker Preserved Raspberries per tin	20c
Quaker Preserved Strawberries per tin	20c
Quaker Preserved Lawtonberries per tin	20c
California Honey in 1 lb jars per jar	40c
Climax Jams in 5 lb tins per tin	50c

Grocery Specials for Saturday

Aunt Jemima's Pancake Flour per packet	10c
Fancy Sweet Biscuits per lb	20c
Lowney's Cocoa in ¼ lb tins per tin	10c

We are Sole Agents for
Pratt's Poultry and Stock Foods

The best quality of Flour when bought from us will cost you no more than inferior brands bought elsewhere.

Royal Household Flour
Guaranteed the best per 100 lbs..... **$3.00**

Dry Goods

We are more than delighted with our beautiful showing of Prints, Ginghams, and Muslins. Having bought before the advance we are giving you the benefit, we are still selling at the old price.

MUSLINS.	Flowered, dainty patterns	15 & 20c yd
,,	Fancy flowered overcheck	35 & 40c yd
,,	Fancy Plaid	35 & 40c yd
,,	Fancy Voile	40c yd
,,	Fancy colored Swiss polka dot	45c yd

Ladies' Umbrellas

Guaranteed fast black, Austrian top	$1.25 to $2.25
Gloria Silks	2.50 to 3.50
Children's Sunshades	65c

Wash Collars and Belts

Turnover Collars, thirty different designs	15 to 60c
Fancy embroidered collars	25 to 65c
Linen wash belts, embroidered	30 & 35c

Sole Agents for the Fownes Famous Glove for Ladies

Boots & Shoes. Examine our range and be convinced that our values cannot be excelled.

The Artisan Working Boot for Men. The Packard, the Walkover, the Traveller fine Shoe for Men. The Art, the Walkover, the True Fit Shoes for Women.