

either in money or in lands who is a citizen or subject of any country having an Alien Labor Law which practically excludes Canadians from employment on the public works of such country or in other works therein. Any company employing laborers as aforesaid, shall be liable to a penalty of \$20 per day for each person so employed during the whole period of such employment.

5. This Act shall be read with & as part of The Railway Act of Ontario, & of any Act respecting aid to railways passed during the present or any future session of this Legislature.

The operators on the Intercolonial have settled their differences with the management. A new schedule was given them in July, 1899, & they claimed that some of the terms were either couched in ambiguous language, or upon important concessions required, the document was silent. Early in Aug., '99, General Manager Pottinger issued a circular notifying them that employees temporarily out of the service from any cause whatsoever, would forfeit their wages for the length of time they were absent. This was objected to & in Mar. a delegation waited on Mr. Pottinger & asked for two weeks' holiday yearly with full pay, & that train despatchers be placed on schedule. Complaint was also made that some men had been promoted out of seniority. President Powell & 1st Vice-President Dolphin, of the Order of Railroad Telegraphers, went from St. Louis to Moncton & Ottawa in connection with the matter, & after numerous interviews with Mr. Pottinger & the Minister of Railways, Mr. Dolphin made the following announcement: "The matters under dispute between the I.C.R. & its agents & operators have been adjusted to the complete satisfaction of the men. The settlement includes the restoration of the two weeks' vacation yearly with full pay."

ELECTRIC RAILWAYS.

Maritime Provinces & Newfoundland.

Fredericton, N.B.—F. B. Coleman is endeavouring to arrange for the construction of an electric railway in Fredericton.

Halifax Electric Tramway earnings, not including lighting receipts:—

	1900	1899	Increase.
Jan.....	\$11,475.40	\$8,704.78	\$2,770.62
Feb.....	8,982.41	7,531.43	1,450.98
Mar.....	9,765.83	8,576.83	1,189.00
April.....	9,359.13	8,461.27	897.86
	\$39,582.77	\$33,274.31	\$6,308.46

Quebec Electric Railways.

Hull Electric Co.—A special meeting has been called to confirm agreements with the Deschenes and the Ottawa electric companies. It is said that the Hull Co. will absorb the Deschenes Co., or in the event of the two companies remaining separate, the Hull Co. is to have equal privileges in using the Deschenes water power for the purpose of generating electrical power. The personnel of the two companies is practically the same, and the amalgamation, if effected, will be settled for by the Hull Co. issuing paid up shares to the Deschenes Co. in return for the water power. As to the agreement with the Ottawa Electric Co., it is said that litigation as to rights to operate in Hull are to cease, & that a definite understanding has been reached as to the basis of future operations.

The Montreal Park & Island Ry. has remodelled and painted all its large open summer cars, making them very handsome in appearance. It has also built additional cars to add to its summer rolling stock. The Company has also inaugurated a freight and parcel

delivery over all its lines, to and from any part of the city.

Montreal St. Ry.—The gross earnings are:

	1899-1900.	1898-1899.	Increase.
Oct.....	\$145,877.20	\$133,619.63	\$12,257.57
Nov.....	133,489.12	125,125.09	8,364.03
Dec.....	137,681.19	127,768.38	9,912.81
Jan.....	136,086.33	125,276.04	10,810.29
Feb.....	122,509.04	113,838.02	8,671.62
Mar.....	127,212.18	123,754.11	3,458.07
April.....	133,475.42	130,405.97	3,069.45
	\$936,331.08	\$879,787.24	\$56,543.84

Judge Davidson has decided against the City of Montreal in its suit against the Co. to recover \$21,050.87 which the City alleged was due for a stated period for percentage on the gross earnings of the Co. The Judge stated that the action depended upon the answer which must be given to the following question: "Is the defendant bound to pay to the City a percentage of the gross revenues earned by those parts of its lines which are situate without the limits of the City of Montreal?" The Judge, having quoted clauses of the contract between the City & the Co. & the by-law, said that these required the Co. to pay the stipulated percentages "upon the total amount of its gross earnings arising from the whole operation of 'its said railway.'" The interpretation to be given to the expression "its said railway" was found in section 1 of the by-law & article 1 of the contract which declare that the Co. shall establish & operate an electrical railway "in the city." This was a geographical limitation, so precisely expressed that there is no room for inference or presumptions to destroy the plain meaning of plain words. Did doubt exist, the contract would need to be interpreted, as regards the payment of percentages, in favor of the Co. which has contracted the obligation & in like manner uncertainty with respect to the extent of concessions granted by the city would be resolved in its favor. It is furthermore a well-known interpretative principle that a contract extends "only to the things concerning which it appears that the parties intended to contract." The outside lines of the Co. are operated by virtue of franchises which the local municipalities have conceded & for which they exact consideration in one form or another. The City of Montreal can give no title in respect of them, & while no doubt competent to exact a tribute on their earnings in payment of its own concessions would need to express that right in language of great certainty. Much stress was laid upon the facts that the offices, shops & power houses of the Co. must be located in Montreal. This provision only applies to the lines covered by the by-law & contract that is to lines "in the city." The Co. is fully entitled to locate shops & power houses for outside lines wherever it chooses. Suppose, for example, that defendant absorbed the railways of the Park & Island Ry. Co. with their full equipment of power houses & other working accessories, situate far beyond the city limits, can it be maintained that these would need to be abolished & all motive power drawn from within the city? Reference to these outside independent railways which run to Lachine, the Back River & elsewhere, suggests an illustration which may be effectively used in this case. As is well known a separate fare is collected for the distance from the city limits to Lachine or to the Back River. To sustain plaintiff's present pretensions would be to commit the Court to the doctrine that these outside collections would be subject to the city's import. At the argument, the judge asked counsel what the Co.'s obligations would be if it built a line to St. Johns or to Longueuil, or even to Quebec. Counsel for the City could not, in the interest of consistency, avoid the assertion that according to the true intentment of the 36th article of the contract, a percentage of the earnings of all these lines would be exactable. Marked difficulty was felt in maintaining a

like position, if a gap or a half-mile, or 100 ft., or even a single rail separated the systems within & without the city. These were features of the controversy which deserved serious consideration & required a practical solution. A passenger steps into a car in Montreal. His one fare carries him to any point, either in the city, or, if he wills, in any contiguous municipality to which the line extends. "We may be certain," continued the Judge, "that the extra distance is not travelled for nothing, but it is a plausible argument that this fare, certainly paid & apparently earned within the city limits, should be, to its full extent, subject to percentage. Take, however, the converse of this example: A passenger steps into a car in, say, Westmount, and in manner accustomed forthwith pays his fare. He may not enter the city at all, or he may, if he chooses, travel over its lines without extra charge. Thus here is compensation of both traffic & argument. The loss to the city is nominal rather than real, for every mile of suburban roads indirectly adds to the revenue on which percentages are payable." The exact amount to which the city was entitled was ascertained by an easy process of railway arithmetic certified as correct by Messrs. Ogden & Robb. These experts certified to the correctness of the method employed. Giving effect to these opinions, the Judge then dismissed the City's suit with costs.

The Quebec Ry. Light & Power Co. does not publish its monthly earnings, but furnishes quarterly statements to the city of the railway earnings within the city limits, exclusive of the earnings in the outside municipalities. The car earnings in the city for Oct., Nov. & Dec. last were \$30,336.

Ontario Electric Railways.

Fort Erie to Chippawa.—The Ontario Legislature has passed an act confirming the agreement between the commissioners for the Queen Victoria Niagara Falls Park & the Fort Erie Ferry Railway Co. respecting the construction of this line. (Apl., pg. 123.)

Galt, Preston & Hespeler Street Ry.—We are officially informed that John Patterson, of Hamilton, of the Cataract Power Co., etc., has made an agreement to purchase a controlling interest in this line by June 1, & has made a payment on account.

Hamilton Consolidated Lines.—The wages of the motor men & conductors on the Hamilton & Dundas line have been increased about 10%.

The night car which is being run on the Hamilton St. Ry. as an experiment is said to be paying expenses.

A communication from J. Patterson, on behalf of the Cataract Power Co. was recently submitted to the Hamilton City Board of Works. Among the changes asked are the granting of permission to the Hamilton & Dundas Ry. to run freight & express cars, the track on Aberdeen avenue to remain in its present position, permission to run the cars on Herkimer & James streets, & to put in a curve at the corner of James & Gore streets to connect with the Radial Ry., & to remove the tracks on Hannah, McNab, & Main streets. It is stated the Co. proposes to extend the Radial Ry. to Oakville. The Co. asks permission to put in a curve at Barton street & Birch avenue, so as to extend the tracks to the smelting works, & to have the privilege of running these cars on Barton street instead of Wilson street, also to put down "T" rails on Sandford avenue, and extend the track above King street, to put in a loop at the foot of Stuart street to deliver people on the platform of the G.T.R. The Co. proposes to build a loop line from Wentworth street via Ida street & Sherman avenue. The Co. asks that no mileage be