

Governor-in-Council, was discussed, & left over for further consideration. In the meantime the Secretary was requested to communicate with the Canadian roads, to obtain copies of the forms now in use.

The question of the adoption of a joint notice of reminder to consignees when cars were not unloaded promptly was considered, & it was the sense of the meeting that such notices, if used, should be issued by each road concerned, if thought advisable, & not issued as joint notices by two or more roads.

Liability to a Free Passenger.

In the High Court of Justice of Ontario, Trial Court, at Toronto, July 23, Justice Rose gave judgment in *Bicknell vs. G.T.R.*, an action tried with a jury at Napanee, brought by R. F. Bicknell, a cattle dealer, to recover \$30,000 damages for injuries received by him while travelling on a freight train from Napanee to Montreal by reason of a collision. The defendant admitted that the plaintiff was rightfully where he was at the time of the accident, & that the injury to him was caused by negligence of its servants, but alleged that the plaintiff was being carried in pursuance of the terms of his contract with the Bay of Quinte Ry. & Navigation Co., & that the defendant was entitled to the benefit of such terms & was exonerated from liability. The contract between the plaintiff & the Bay of Quinte Co. was for the carriage of 23 cattle from Ernisville station on the Bay of Quinte line to Montreal, the greater part of the transit being by defendant's line. The plaintiff accompanied the cattle for the purpose of superintending their loading & unloading & conveyance. By the 17th clause of the agreement between the plaintiff and the Bay of Quinte Co. it was provided that "when free passes are given to persons in charge of animals it is only on the express condition that the Railway Co. is not responsible for any negligence, default or misconduct of any kind on the part of the Co. or its servants or of any other person or persons whomsoever causing or tending to cause the death, injury or detention of any person or persons travelling upon any such free passes, & whether such free passes are used in travelling on any regular passenger train or any other train whatsoever, the person using any such pass takes all risks of every kind, no matter how caused." Held, that this clause was by its terms expressly confined to the agreement between the plaintiff & the Co. *Grand Trunk R.W. Co. v. McMillan*, 16 S.C.R., 143, followed. *Hall v. Northeastern R. W. Co.*, L.R. 10, Q. B. 437, distinguished. Nor upon the evidence did the plaintiff authorize the Bay of Quinte Co. to make any arrangement with defendant which would free it from liability. It was not necessary for the plaintiff to prove a contract; the onus was on the defendant to prove exoneration. Judgment for the plaintiff for \$5,000, the amount found by the jury, with costs of action. Entry of judgment stayed for 30 days. *Aylesworth, Q.C.*, for plaintiff. *Osler, Q.C.*, for defendant.

Advance in Transcontinental Rates.

Transcontinental rates went up about 10% on June 25, as the result of a decision arrived at between the interested lines, including the G.T.R. & C.P.R. These rates have been in an unsatisfactory condition for some time & the decision to advance them was reached by mutual consent. The tariff is a bulky affair & of the usual intricate nature. It supersedes tariff no. 1b, of Dec. 15, 1897, & states that through rates will be arrived at by the addition of arbitraries as authorized by tariff F.T. 49 to the rates from Chicago to Seattle.

In order to give an idea of the character of the increase of rates it may be stated that all

are based on the Chicago rate to the Pacific, the difference between here & that point being added. As an instance of the increase it may be stated that the freight on nails will hereafter be 75c. per 100 lbs., instead of 66c. Bar iron will be the same. That rate refers to commodities. The class rate is somewhat different. In the Canadian Joint Classification the numbers run from 1 to 10, & in the Western Classification it runs from 1 to 5 & then from A to E, or 6 to 10; In class 1 the increase is from \$2.40 to \$3.00 per 100 lbs.; class 2, from \$2.15 to \$2.60; class 3, from \$2.00 to \$2.20; class 4, from \$1.70 to \$1.90; & class 7 from \$1.10 to \$1.25.

These new rates do not apply to any intermediate points, being only applicable to points on the Pacific Coast.

Freight Notes.

Cold storage cars have been provided on the Prince Edward Island Ry. to accommodate the export produce trade.

Both the G.T.R. & C.P.R. have made special arrangements for refrigerator car service from points in Ontario & Quebec to Montreal to carry dairy products for export to Great Britain.

The Dominion Government is paying the Alaska Transportation Co. \$300 a ton for carrying the Yukon military expedition freight from Seattle, Wash., & Victoria, B.C., to Fort Selkirk, Yukon.

Manager Whyte, of the C.P.R. western lines, has issued the following circular:—"Commencing with this year's crop the C.P.R. Co. will furnish cars to producers of grain to be loaded direct from waggons or teams, provided there be no unreasonable delay about loading the cars."

The Southern Pacific recently announced that it would put into effect a tariff of 50c. per 100 lbs., car load lots, for canned salmon from San Francisco to New York, Boston & other Atlantic ports, the previous rate being 75c. At a meeting of the northern transcontinental lines, including the C.P.R., Great Northern & Oregon Ry. & Navigation Co., at Portland, Ore., a lake & rail rate of 65c. was agreed on.

Circulars giving the new joint east-bound & freight tariffs on lumber, ashes, bran & mill feed, etc., have been issued. The tariff affects traffic for the Eastern States only. The rate sheet shows a special rate made on lumber, other than pine or hemlock, of 23¼c. per 100 lbs., this rate being made in competition with the lake & rail route via Buffalo. The rate does not apply to intermediate stations.

The boats on the lakes do not appear to be making much money, judging from the low rates at which they are carrying wheat. This grain is being taken from Fort William to Prescott for 2½c. a bushel, the lowest rate ever known. Sales of Manitoba wheat are reported at Prescott at 96c. The Fort William price is 95c. From Prescott to Montreal the water rate is 2c., making 4½c. from Fort William to Montreal.

The freight traffic departments of the G.T. & C.P. Rys. have received word of a cutting in grain rates which had been going on among the roads, & in which, of course, the Canadian lines have to participate at the end, & that through the efforts of the Joint Traffic Association a new basis of rates has been made. The new tariff reduces the rates from Chicago to New York, a haul always used in the creation of standard rates, from 20 to 18 cents per 100 lbs. The rate from Chicago to Montreal, the latter being an export point, is also affected, being made 16c., or 2c. lower than the rate to New York.

Under the Act granting a subsidy to the C.P.R. for the Crow's Nest Line, provision was made for the reduction of certain freight

rates in the West. Some of these went into effect at the beginning of the year, & it was provided that there should be a reduction in the rates on grain & flour from all points on the Co.'s lines or connections west of Fort William to Fort William & Port Arthur & all points east, of 3c. per 100 lbs., 11-2c. on or before Sept. 1, 1898, & 11-2c. on or before Sept. 1, 1899. The Co. recently decided to put the 1st reduction in effect on Aug. 1, a month earlier than it was required to.

The C.P.R.'s transportation facilities have become so complete in the Kootenay district of B.C., that there was recently witnessed the arrival on Smelter hill of through cars from Toronto. The freight goes to Arrowhead, is placed on a barge, & is taken to Robson, where it is run on to the C. & W. Ry. In view of this convenience the C.P.R. has made the C. & W. a part of its system with a general reduction of freight rates to Rossland & common points. The idea in this reduction is to place the C. & W. on the same basis as the other portions of the C.P.R. in the district. Heretofore it has been operated as a separate & distinct system.

A correspondent of the New York Sun gives this doleful account of Canadian railway competition: "Canadian railways earned for the year ended June 30, 1898, not less than \$20,000,000 in carrying State-to-State traffic. Our own roads are hauling east and west empty cars constantly, & therefore could carry this traffic with very little additional cost. In other words, the traffic earnings which are now diverted from U.S. lines by Canadian roads would be nearly all profit to U.S. roads. Within 25 years Canadian railways, if the bonding regulations continue in force as at present, will divert \$50,000,000 of traffic earnings from our own roads annually. This represents interest at 4% on \$1,250,000,000. Why should the U.S. contribute this enormous sum to sustain railways under an alien flag?" The answer is easy. It would cost the forwarders of freight probably ten millions a year more to ship around by U.S. railways. The Canadian routes to the sea are the shortest & cheapest. —Globe.

Interstate Commerce Complaint.

The Michigan & Ohio Car Ferry Co. has filed a complaint before the Interstate Commerce Commission against the Michigan Central Ry., in which it alleges that it is a common carrier engaged in the transportation of railway cars & their contents between Sandusky, O., & Detroit, Mich.; that at Sandusky it connects with the Baltimore & Ohio Ry., & under contract with that Co., forms part of a through line between Detroit & all points in Ohio, Pennsylvania, Indiana & other States reached by the Baltimore & Ohio Ry. & its connections; that it receives from the Baltimore & Ohio at Sandusky inter-State traffic for transportation to Detroit, there to be delivered to consignees or to the Grand Trunk Ry. System or other railways for further carriage to destination points beyond Detroit; that freight traffic from Baltimore & Ohio points to Detroit, part of which is now transported by the complaining Ferry Co., is also forwarded via Toledo over the Lake Shore & Michigan Southern Ry. & other lines, including the Michigan Central Ry. from Toledo; that the established switching charge made by the Michigan Central for delivery to industries & private sidings on its line in & around Detroit is \$2 a car, with free return of the empty car to the connecting company from which the loaded car had been received, & that this would be the switching charge exacted by the Michigan Central on a carload of freight originating at a point on the Baltimore & Ohio Ry., & consigned to an industry on the defendant carrier's line in Detroit, pro-