

the sobriety & versatility of our workmen, & in the fact that we could get the very best men for wages considerably less than are being paid to platers, rivetters, &c., in the British yards, where it is not uncommon for men to earn 15s. to 25s. a day.

The question was often asked whether a very expensive plant was not required to build steel ships. Much, of course, depended upon the size & character of the ships to be built. For battle ships & fast Atlantic liners a very large & very expensive outfit was certainly wanted, but to build cargo vessels of 500 to 2,000 tons capacity, which was as much as was within our reach at the moment, a very modest plant was needed. Indeed, the plant of a shipbuilding yard is a very elastic thing, & the department in which we find ourselves weakest is the engine & boiler department. We can build bigger ships at this moment than we can machinery to run them.

There is no difficulty whatever about material. We can purchase our angles & plates either in Britain or the U.S., & lay them down in our yards practically at the same price as the Belfast shipbuilders buy theirs. It is a mistake to suppose that the steel is such a large factor in the cost of a ship. In a steel vessel of 180 tons register built by his firm he had made a calculation & found that the angles & plates cost less than 10% of the whole ship. It would be well if these materials could be manufactured at hand, but so far as the shipbuilder was concerned it was of little consequence where they were made, so long as he got them cheap enough. There was no trouble whatever about angles & plates. The other materials, such as forgings, castings, brassware, canvas, &c., gave him more concern, as there was a heavy import tax upon them. This import tax was the chief hindrance to the advancement of shipbuilding, & some means should be adopted by the Government to relieve the shipbuilder from such a handicap. There was not an ounce of protection given to ships built in the country. It was well known that ships built in Britain were admitted into Canada free of duty, consequently it was not asking any special advantage from the Government to ask them to make the materials composing ships at any rate as free as the ships themselves. When this matter was properly represented to the Government they would doubtless remedy this anomaly in the tariff. But the main thing required to advance shipbuilding interests in these Provinces was to restore the interest of the mercantile class in the shipping trade which had been the glory of these Provinces in past years. When the people became aroused to the loss we had sustained by our apathy towards this great business we would see scores of ship yards established in these Provinces.

In conclusion Mr. Carmichael moved: "This Board recognizes that the business of wooden ship-building, which, 20 years ago, was a flourishing industry in the Maritime Provinces, has become practically extinct. It is of opinion that no insuperable obstacle to the construction of steel shipbuilding exists, but on the contrary it is a business peculiarly suited to the genius of our people. The Board, therefore, urges the importance of this matter upon the attention of all persons interested in the development of the resources of the Provinces, & that the Government be requested to remove any hindrances now in the way of the prosecution of iron shipbuilding in the Maritime Provinces."

GEO. ROBERTSON, St. John, N.B., seconded the resolution. He recognized that the men who had engaged in wooden shipbuilding were well-adapted for iron shipbuilding. He believed there was as cheap labor here as on the Clyde. He referred to the growth of Belfast as due largely to her iron shipbuilding industry, & he thought the Government might do for the iron & steel shipbuilding industry what it is at present doing for other industries.

If anything in the tariff was an obstacle, they should ask the Government to ameliorate that condition.

HARVEY GRAHAM, New Glasgow, N.S., followed, emphasizing the fact that steel shipbuilding cannot be successfully carried on in Nova Scotia till all the material is made in this country, & it cannot be made without a protective duty. That is where we are, but there is a way out of it. Let there be a bonus to the shipbuilder, as there is a bonus to the butter maker or others who have such an inducement to develop business. The great difficulty is not in putting the materials together, but in the engineering department for the manufacture of articles required. He showed how greatly beneficial to the country would be the establishment of such an industry as steel shipbuilding to Nova Scotia.

G. J. TROOP, Halifax, thought this iron shipbuilding must be overcome by individual enterprise—all agreed that it would be a grand boon for the country. The difficulty of cost of construction must be overcome. To make a complete success of iron shipbuilding in the Maritime Provinces, the firm which starts the enterprise must be able to build as cheaply as firms in Scotland build. Parties who want iron ships built will go where they can get them constructed the cheapest. He was in favor of starting this enterprise, but to be practical, it must be shown how cheaply, comparatively, iron ships can be built in these Provinces. If the Government is in any way hampering this industry, the Board should try to have the obstacles removed.

The resolution was unanimously adopted.

In this connection it will be of interest to reproduce the remarks of Ex-Mayor Geo. Robertson, of St. John, N.B., on this subject in a report he recently presented to the city council there on a visit he paid to England this year in connection with matters relating to that port. He said:—"A word or two with respect to iron shipbuilding. After having been shown through one of the noted yards on the Clyde, & having seen the scientific skill, the machinery capable of doing almost every part of the work, the vast army of mechanics & skilled artisans employed building vessels for the British navy, for the navies of the world, you may say, & for the mercantile fleets of the world, why should not the citizens of St. John give serious thought to the possibility of her citizens taking up this great industry & prosecuting it with success? It is along the line of the past history of our city & the genius of our people. We have the coal & the iron & the need for ships (the ever-increasing ocean commerce of the world can only be carried by iron steamships now & in the future). It is not a mere day dream, it is not an impossibility, it is not something that we cannot hope to attain because we have neither the material, resources or the name; but it is well within the legitimate hope & aspirations of our people, & it only requires a beginning—a beginning made by determined men, men of enterprise & pluck, to make iron shipbuilding in the port of St. John a success, & doubtless the results in time, aye, maybe in a very short time, would not be less than the results that have already accrued on the Clyde & in Belfast & at other great centres of the iron shipbuilding industry in Great Britain."

At a recent meeting of the Maritime Electrical Association at Halifax, F. A. Hamilton read a paper on electric gong buoys, audible vs. visual signals. The idea formulated was briefly as follows: To connect by means of a submarine cable a system of buoys fitted with powerful electric gongs. The buoys to be placed in the offing in such position that vessels could, without risk, run to leeward of them & consequently come within range of the gong signals.

The Baltic Insurance Case.

On Jan. 2, 1897, the Great Northern Transit Co., of Collingwood, commenced action in the High Court of Justice for Ontario against the companies mentioned below, claiming payment for loss by fire to the S. S. Baltic which was covered by fire policies in each of the companies, and which was destroyed by fire Sep. 5, 1896, while lying at the town dock in Collingwood harbor. The Insurance was as follows: Commercial Union, \$2,500; Alliance, \$2,500; London Assurance, \$2,500; Atlas, \$1,000; Waterloo Mutual, \$1,500; National of Ireland, \$1,500; Keystone, \$2,000.

Each of the policies contained the following description printed on a small slip attached to the body of the policy:—"On the hull of the S. S. Baltic, including engines, boilers, etc., on board said steamer whilst running on the inland lakes, rivers & canals, during the season of navigation. To be laid up in a place of safety during winter months from any extra hazardous building. Ordinary outfit to be allowed in winter & spring."

The Baltic, at the time the insurances were effected, was laid up at the town wharf in Collingwood, & had not been in commission since the close of 1893, i.e. during the currency of any of the policies. The insurance companies claimed that they were not aware of the fact that the steamer was not in commission. The insurance was effected through a broker, & no applications were made to the companies. The case was tried before Chief Justice Armour with a jury, at Toronto, Sep. 23 & 24, 1897. The only questions submitted to the jury were as to the value of the boat & of the salvage. The defendants moved for a nonsuit on the ground that the policies never attached, owing to the fact that the Baltic was not in commission & did not therefore come within the definition of the risk "whilst running," &c., contained in the policies. The Chief Justice, however, directed judgment to be entered for the plaintiff, holding that the word "inland" was the emphatic word, & that the proper meaning to be given to the whole clause was that it distinguished inland from ocean insurance.

The cases were carried by the defendants to the Court of Appeal, which gave judgment Oct. 4, instant. The court of 4 judges was evenly divided & the judgment of Chief Justice Armour therefore stands, the appeal being dismissed with costs. Burton, C. J. O., & Osler, J. A., agreed with the contention of the defendants & held that the words "whilst running" mean "in commission" & that they form part of the definition of the risk & form a condition precedent, so that they were of opinion that in this case the policies had never attached. Maclellan & Moss, J. J. A., held that the policies were time policies in force for one year & that as it was obvious & admitted by the defendants that a strictly literal meaning could not be given to the words "whilst running" that they should not be held to form part of the description of the risk in the manner laid down by the two other judges. They held further that if the words "whilst running" must be considered to constitute a condition, that such a condition must be held to be void as not being indicated on the policy as an addition or variation to the statutory conditions in the manner required by the Ontario Insurance Act R. S. O., 1897, cap. 203.

The amount involved in each individual case is not sufficient to entitle the defendants to go direct to the Privy Council, but it is apparently probable that they will carry an appeal to the Supreme Court of Canada. McCarthy, Osler, Hoskin & Creelman acted for the Great Northern Transit Co., & Beatty & Co. represented the insurance companies.