Lees says the Co. held itself out as a common carrier & took & carried goods & passengers on its line for hire. From July 30, 1898, until May 20, 1899, Mr. Lees paid the Co. $49.55 for railway fares, & he claimed that the Co. has no right to collect that or any amount by law, because it had not complied with the provisions of the Railway Act. He therefore claimed that he was entitled to the return of the money he had paid, & also for three times the amount of the money paid. He based his case on the section of the Railway Act which requires a railway company to publish in the Canada Gazette for a certain period its rates, & the same must be approved by the Railway Committee. For non-compliance the Railway Company must return the fares, & three times the fares, to the passenger. It was shown that the Co. had not carried out these requirements of the Railway Act, & for that reason the judge gave a decision for Mr. Lees. Counsel for the defendants contended that Mr. Lees had paid the money voluntarily & had received value for the services rendered. An appeal will be entered against the decision. A jury had been secured to try the case, but it was not referred to them.

From Ottawa comes an unconfirmed press report that there is a probability of this line, after it is completed next summer, being secured by the C.P.R. It is claimed that it will shorten the passenger time between Ottawa & New York by three hours.

Pontiac Pacific Jct.—At a special meeting of shareholders in Montreal Dec. 15, the acceptance by the directors of H. J. Beemer's contract for building of 9 miles of railway from Aylmer to Hull was ratified. The issue of $180,000 bonds as collateral security to him was approved of.

Pullman-Wagner.—By the consolidation of the Pullman & Wagner palace car companies, concluded Dec. 30, W.E. Vanderbilt, F. W. Vanderbilt, W. S. Webb & J. P. Morgan became directors of the Pullman Co. When the consolidation plan was agreed upon in Chicago in Oct. last, it was stated that it would not be many months before the Vanderbilts had a man of theirs as President of the Pullman Co. The President at present is R. T. Lincoln, son of Abraham Lincoln. The capital stock of the Pullman Co. is $54,000,000. By the issuing of 200,000 shares to pay for the Wagner Co., it became $74,000,000, but it is believed generally that it will be increased to $100,000,000. The capital of the Wagner Co. was $20,000,000. One of the conditions believed to have been attached to the consolidation, though not publicly announced, was an agreement by the Pullmans to turn over to the Vanderbilts all their holdings in the Boston & Albany & the Boston & Maine railroads. Such a transfer would help the Vanderbilts in new territory.

Qu'Appelle, Long Lake & Saskatchewan.—Net earnings Nov. '99, $6,414.96, against $3,475.75 in Nov. '98.

Quebec Central.—Gross earnings for Nov. $38,801.53, against $33,756.83 in Nov. '98. Working expenses $27,517.89, against $24,148.61. Net earnings $11,283.64, against $9,608.22.

Gross earnings 10 mos. to Nov. 30, $469,127.01, against $419,611.55. Working expenses $303,195.19, against $277,976.82. Net earnings $165,931.82, against $141,634.73.

The Quebec & Lake St. John Ry.—Our advices from London, Eng., are to the effect that the bondholders' committee will most likely issue a further circular to the shareholders shortly. J. G. Scott, Manager & Secretary of the Co., has been in London in connection with the Co.'s finances. (Sep., '99, pg. 257).

The Oct., '99, earnings increased $3,337 over Oct. '98.

United Counties Ry.—There is no further information about the purchase of this line in the interest of the Rutland Ry. Co. The authorized capital of the U.C. Co. is $100,000 which is said to have been distributed largely for "services," very little having been paid up. The road has not done well, as it runs through a poorly populated district, the Co. has had considerable difficulty in meeting its engagements & a number of suits have been entered against it. The road is bonded to the fullest extent & the 20 miles between Iberville & St. Robert are to be offered for sale by the sheriff at St. Hyacinthe, Jan. 26, under a judgment held by the Sisters of the Precious Blood. (Dec. '99, pg. 346.)

White Pass & Yukon.—The earnings for the week ended Dec. 7 were $4,100, making from the opening of the line to Dec. 7, $859,719.

The case of Wilkinson vs. Graves which came up for hearing in the Queen's Bench Division, in London, Eng., the first week in December, before the Lord Chief Justice & a special jury, was an action by C. H. Wilkinson, of London, Eng., to recover from S. H. Graves, member of the firm of Close Bros. & Co., of London & Chicago, damages for alleged libel. It appeared that on May 7, 1898, defendant addressed a letter to E. Midgley which imputed blackmail by plaintiff of Close Bros. & Co. by demanding money by threat in connection with the promotion of a company for the construction of the White Pass & Yukon Ry. Defendant admitted writing the letter complained of, but said his firm was interested with others in the Assets Development Co., Ltd., formed for the purpose of promoting the scheme, & that the letter was privileged & justifiable & written without malice in the belief that it was true. After hearing addresses of counsel, his Lordship summed up remarking that it was a striking fact that plaintiff, who was at the head of a big financial scheme, was an undischarged bankrupt, having incurred debts to the extent of £75,000, while the assets were only £10, & the trustees in bankruptcy were certain not to realize a single penny. Under the protection of enormous privileges powers were exercised which were a public scandal, & a scandal which suggested that the law in respect to the formation of public companies should not be allowed to continue as it is. He had ruled at the close of the case, & he repeated the ruling, that the occasion upon which the words complained of were used was a privileged occasion, & that in itself put an end to the case, unless the jury were of opinion that at the time defendant wrote the letter he was actuated by express malice, which alone would deprive defendant of his protection of privilege. The jury, without leaving the box, returned a verdict for defendant, and judgment was entered for him with costs.

Duluth, South Shore & Atlantic.

In New York, Dec. 6, Judge Wheeler, of the U.S. Circuit Court, filed a decision overruling the demurrer entered by the defendant in the suit brought by J. E. Berwynd, of New York, as a stockholder of the North Star Construction Co., of New Jersey, against the C. P.R. Co., for an accounting & the payment into court of the securities of the Construction Co., the owner & builder of the Duluth & Winnipeg Ry., the owner of the stock of the Duluth & Winnipeg Terminal Co., & the North Star Iron Co., which were secured by the C.P.R. Co. as collateral security through a transaction between President Foley of the Construction Co., & President Van Horne of the C.P.R. The securities were obtained by President Foley in lieu of a debt of $600,000, which was owed to him by the Construction Co. Berwynd, in his bill of complaint, alleges that the C.P.R. Co. changed the name of the Duluth & Winnipeg R.R. to the Duluth, South Shore & Atlantic R.R., & disposed of it & the securities of other corporations obtained from President Foley at much below the market value, & says: "They were sold & bid in for much less than the amount of the debts on which they were pledged & that the Duluth railroad was conclusively foreclosed."

The C.P.R., in entering the demurrer, assigned want of jurisdiction in equity & want of ground for relief. Judge Wheeler in his decision says: "The jurisdiction of the parties seems to be well shown & the bill does not allege with much verbiage many conclusions of law, which, as argued for the defendant, do not of themselves afford ground for relief, but when they are supported by allegations of fact the conclusions of law do not take away the effect of these allegations. Enough of fact is set forth to show, if true, that the C.P. Railway Co. obtained control of the assets of the Construction Co. in such a manner as to be accountable for their management, disposition & avails, which the forms of corporate action & of legal proceedings conclusively taken in the interests of the C.P.R. Co., as alleged, do not take away. In this view the demurrer cannot be sustained, but must be overruled. Defendants must file answer by Jan. rule day."

Berwynd says that he owns $25,000 stock of the North Star Construction Co., & that he filed the bill of complaint in behalf of himself & all others similarly situated who may come in the suit.

Temiscouata Railway Case.

In the Chancery Division in London, Eng., Dec. 12 & 13, Mr. Justice Farwell had before him the case of the Trustees, Executors & Securities Insurance Corporation, Ltd., v. Armstrong. This was an action to obtain the repayment by W. C. H. Armstrong, of £42,000 trust money obtained by alleged misrepresentation.

Mr. Eady, Q.C., for plaintiffs, stated that defendant, under the name of Armstrong & Co., was the London agent of the Temiscouata Ry., of which the plaintiffs held £50,000 bonds, which they were empowered to dispose of on certain conditions. The charge against the defendant was a very serious one, it being alleged that he had secured the selling of the £50,000 bonds by what the plaintiffs said was a false & fraudulent misrepresentation. There had been an issue of £274,000 bonds in Mar., 1889, & the £50,000 in question formed the balance of the total issue of £324,000. This first issue was not very well subscribed for by the public, but the bonds were taken up by defendant & the underwriters, & it was alleged that defendant obtained the new issue of the bonds with the object of passing off the old bonds in place of the new, a scheme being devised for the purpose of deceiving the Stock Exchange, & of dealing with the old bonds as if they were the new issue. In this scheme the defendant, it was said, was joined by the Vice-President (the late Hector Cameron) of the Temiscouata Ry. Plaintiffs could prove these dealings in the bonds by a series of letters, but counsel's first object was to show that the £50,000 worth of bonds had been obtained by a misrepresentation. These bonds were held on trust by plaintiffs only to be used for the building of sidings, rolling stock & light works in connection with the main line. The defendant was anxious to get the issue of these bonds in order to enable him to get rid of the old ones. It was therefore arranged that the railway company should apply to have the £50,000 released for the building of a new siding, while the money was, in fact, to build a branch line which had already been separately bonded. Defendant had been advised by the railway company's solicitors that the money could not be obtained legally for constructing a branch line, & thereupon defend-