

started in 1880, he might say that in 1864, he stood alone on the board advocating a union of the two bodies. He congratulated them upon what they had just done.

THE BIG RAILWAY SUIT.

The case of Conmee and McLellan against the Canadian Pacific Railway Company, which was begun over a year ago and was even keenly fought on many side issues before getting to trial, was by order of Chief Justice Cameron, on the 4th of November, referred to a court of arbitrators to be disposed of. The arbitrators are Judge Clark, of Cobourg, Judge Sinclair, of Hamilton and Mr. Walter Shanly, C. E., who by the reference have all the powers of a High Court of Justice. The first sitting of the court was on Wednesday, the 9th inst.; on Saturday last they adjourned till to-day in order to allow counsel to go into the papers put in by Mr. Osler, Q. C., in support of the supplementary claims of the plaintiffs.

There are really four orders of reference made to the court, but only one has so far been dealt with, the one familiarly known as "the 33 mile track case." The facts of this case are as set out in the pleading, briefly, that the plaintiffs entered into a contract with the railway to build track on the north shore of Lake Superior from Magpie River eastward a distance of 33 miles. The whole of the work on the north shore was under the control of Mr. John Ross, the manager of construction for the railway, and the contract provided for the work being done under his direction. The plaintiffs completed the work and received at various times fifteen progress estimates, and also a final estimate signed by the chief engineer in charge, showing a total estimate of work for which they claimed to be entitled to be paid. The dispute is as to the actual quality of the constructed road bed. The total value of work done on the road bed, called for by the contract, amounted to \$1,448,000, for which work the plaintiffs claim to have valid certificates. On this account and for the construction of supply roads amounting to \$87,000, they assert there is still due to them some \$270,000, and it is for this they are suing. The supply road bed led from the port at Michipicooten to the line of railway, and was the sole method of supply for that whole section of the country, and was, it is maintained, absolutely necessary.

The answer to the plaintiffs' claim, rests upon the allegation of fraud made by the defendants, against their own officers, for conspiring with the contractors to so arrange the amounts payable as to defraud the company. The difference is in the classifications of the work to be paid for, not in the measurements, which are not disputed. The contract provided for a certain scheduled rate of payments for different classes of work; to take an instance \$3.40 per yard for solid trap rock, for earth 38 cents; and it is alleged for example that items were charged for as trap rock that should have been charged for as earth. Mr. R. McLellan was at the time the chief engineer in charge for the railway, of over 137 miles of track, in which was the 33 miles in question. This gentleman is the father of one of the plaintiffs and it was alleged that a brother of one of the sub-engineers was a partner of Mr. Conmee's in a five-mile contract.

Mr. Osler, for the plaintiffs, asked leave to amend his original claim, by adding to it a claim for damages arising out of the failure of the railway to furnish the contractors with supplies at Michipicooten, before the close of

navigation in 1883, whereby the plaintiffs were compelled to purchase supplies at an increased cost of \$183,000; a claim of \$14,000 for damages for non-erection of a dock at Michipicooten; a claim for services rendered to the troops on the North-West Expedition, for which the railway had been paid; and a claim for \$300,000 for increased cost of alterations rendered necessary by the railway changing trestle-work for filling on part of the road. The plaintiffs further claim that the withholding of payments from them was malicious. Mr. Christopher Robinson, Q. C., objected to any amendments being made to the original claim, but the arbitrators thought they should be allowed, subject to the right of the defendants to have ample time to answer them. Mr. Robinson said that he would be able to show that instead of their owing \$800,000, they were really owed half a million by Messrs. Conmee and McLellan. He thought some of the extra claims were specially barred by the contract itself.

Mr. Ross was the first of the only two witnesses called, and swore, that he had been manager of construction since 1885; and that Mr. Holland and Mr. J. H. Moffatt, book-keeper of Port Arthur, acted for him in his absence; that Mr. McLellan was the district engineer, and that after 1883, he got orders from Mr. Van Horne that the engineers should figure out the estimates in their offices in the woods. The progress estimates produced were signed some by Holland, the rest by Moffatt, but none by himself. He further swore that if the signatures to those estimates were correct the plaintiffs should be paid, and it was he who decided whether the estimates should be paid up to the time the company made the change in regard to progress estimates, after which he left every thing to the engineers. He did not pretend to classify work, this being the duty of the resident engineer. The total cost of Conmee's work was as low as he expected. Thos. Moffatt, the other witness, swore that he acted under Mr. Ross in whose absence he signed the estimates, being authorized to do so. Witness and others, among them Ross' nephew, were partners in a powder mill which supplied explosives to plaintiffs, but that these gentlemen had no connection with it except that they bought explosives from it. This closed the case for the plaintiffs.

Mr. Robinson contended that no case had been made out, that the estimates were valueless and the plaintiffs must prove every item of work done. Mr. S. Blake, Q. C., quoted from the speeches of counsel for plaintiffs in the Court of Appeal, on an interlocutory application, showing that they had held the progress estimates worthless pieces of paper so far as having on them a claim for the amounts involved, and he thought the arbitrators should rule against the plaintiffs in accordance with their own contention. But the court reserved judgment on this point till the other claims are gone into. The case is going on again to-day.

—The business of Sir Charles Price & Co., the well-known firm of oil merchants, London, which has been established since 1750, has been formed into a limited company, the principal object being to develop the mineral oil trade by the establishment of a line of tank-steamers for the conveyance of petroleum products in bulk from the Black Sea and elsewhere. The capital is £250,000 in £1 shares, which are offered to the public, and subscriptions are also invited for £100,000 five per cent. debenture stock.

SHOE AND LEATHER SCRAPS.

Production has been lessened by the strikes at boot and shoe manufacturing centres in New England. This has caused no distress, in general, because the out-put has been sufficient for all practical purposes—what was one tanner's loss was another one's gain.

The *Shoe and Leather Review* declares that the consumption of leather boots and shoes has fallen off in the same proportion as the purchasing power of the great army of strikers has fallen off, by reason of their suicidal policy.

An important failure was that of A. P. Martin & Co., of Boston, who operated extensive boot and shoe factories at Hudson, Mass., with liabilities of over \$300,000. This was the leading boot and shoe firm of New England, and the failure created a great sensation. The failure is considered to be largely due to interference in the management of the business by the Knights of Labor. Perhaps, as a Boston paper puts it, the one great mistake which General Martin made was the indulgence of his feelings of humanity by yielding to demands, and keeping on his men last winter when the times did not warrant it.

Two thousand five hundred pairs of rubbers were sold in the first week of winter in a retail shoe store in St. Louis.

An English exchange says that if the wearing of goloshes ever becomes general in England, the practice will be short-lived. "They keep out the wet," it says, "but are unhealthy, and their inevitable effect is to check circulation."

Wade's *Fibre and Fabric* says that a machine has been invented that sews on buttons. One reason the less for bachelors to marry.

We have known a leather dealer who contended that there was something about the smell of leather that stimulated the mind. A proof of this appears to be afforded by the success of a Canadian shoe-dealer in a literary competition. The *Boston Boot and Shoe Recorder* has been conducting a competition for essayists on the subject "How to Manage a Retail Shoe Store," three prizes being offered. The competing essays have been published and the decision as to their merits left to the readers of that paper. The result of the competition is that the first prize is awarded to Mr. Charles Doney of Ottawa. The score or more of essays sent in and published in the *Recorder* came from all parts of the continent, from Canada and Louisiana, from Alabama and Illinois, from Connecticut and Kansas, from Massachusetts and Ohio, from Pennsylvania and Indiana. Congratulations may therefore fairly be extended to Mr. Doney, whose essay is referred to by that journal in the following terms:—"The first essay of the series by Mr. Charles Doney of Ottawa, Can., was in the nature of a surprise, for it showed not only the thorough and careful observations of the practical man, but also the style and literary merit of a professional writer. The announcement of the result of our prize competition will interest those who have read the series of articles on 'How to Manage a Retail Shoe Store,' with so much pleasure and profit."

—A meeting was called in Montreal a few days ago, for the purpose of organizing a French Canadian Board of Trade in that city. The promoters declare that it is in no way their intention to be opposed to the present Board of Trade, but to work hand in hand with that body.