

agreed upon between these companies under the agreement of Nov. 7, 1906.

No further application was made to the Board until March, 1915, when the Canadian Northern complained that the Grand Trunk had notified it that on and after March 26 it would not take care of the Canadian Northern equipment and locomotives arriving on passenger trains at the union station. The Board thereupon made an ex parte direction that the services and facilities extended to the Canadian Northern at the union station and yards in the past should be continued until after a hearing, which took place in Toronto March 30, 1915. At this hearing, the claims advanced by the Grand Trunk were that the Canadian Northern had not paid a bill since March or April of 1907. On the other hand, the Canadian Northern claimed that the Grand Trunk Pacific had not paid the Canadian Northern a cent of rental at Edmonton since Nov. 22, 1909. Mr. Fritch (Assistant to President and now also General Manager, Eastern Lines, Canadian Northern) stated that as a railway, the Canadian Northern did not owe the Grand Trunk as much as the Grand Trunk owed the Canadian Northern. He also said: "We are willing to pay their bills promptly as soon as accounts are rendered," and a direction was made at the hearing for a temporary continuance of the service, until such time as the Board's Chief Engineer and Chief Operating Officer could go into the whole question of the actual operation at the union station.

The Chief Operating officer on April 15 made his report as to the conditions, which was concurred in by the Chief Engineer. This report states that, after going into the matter carefully with the companies, he finds that the Grand Trunk makes no complaint as to the question of the service in the union station or in the movement of Canadian Northern trains between Don Jct. and the union station, and points out that as this is the case there is no question of a public service being affected; and, therefore, recommends that the case is one which the railway companies should settle between themselves. Copies of the report were sent to both companies, and on April 27 the Grand Trunk requested that the case should be set down for hearing on May 4, claiming that no overtures had been made by the Canadian Northern. The case was accordingly listed for hearing. On receipt of a letter from Mr. Fritch stating that his company was prepared to meet the Grand Trunk, with a view to adjusting the differences, the case was struck off the list.

No negotiations apparently took place between the companies, nor was anything done beyond the fact that both companies wrote to the Board complaining that each owed the other large sums of money; but, on Sept. 3, the matter was again brought to a head by the Grand Trunk refusing to supply the Canadian Northern with water for cleaning cars, or to permit the Canadian Northern to lay pipes on Grand Trunk property through which water could be brought for cleaning purposes; and the Canadian Northern asked for a direction that the water service be continued. The Board's direction to continue the service was given on Sept. 10, and the case set down for hearing on Sept. 14. At this hearing, Mr. Fritch stated that a meeting had taken place between the officials of the two companies and that statements were gone into, with the result that it was found that the indebtedness of the Canadian Northern to the Grand Trunk was \$1,364,912, and the indebtedness of the Grand Trunk to the Canadian Northern \$1,104,955, leaving a balance in favor of the Grand Trunk of \$259,957, subject to further reductions and adjustments arising out of the Edmonton

situation. Mr. Fritch further stated:

"A promise was made to the Grand Trunk people that shortly after Aug. 1 we would make them a substantial payment on account. Mr. Hanna, our Vice President, went west a few weeks ago and had just returned, and it is his purpose to carry out that promise. That is as far as the financial arrangement is concerned."

The report of the Chief Operating Officer was not challenged by the Grand Trunk, so that the Canadian Northern's right to run its trains along the front and into and out of the union station is not in question. On the other hand, it is confirmed by the arrangement which the Grand Trunk is now willing to enter into, as evidenced by the following telegram from Mr. Kelley (Vice President, G.T.R.) to Mr. Fritch:

"We will permit without trackage charge the movement of your passenger equipment made empty at union station, Toronto, to your proposed coach yard at Rosedale, and also movement of your empty passenger equipment from your proposed coach yard at Rosedale to the union station when destined for passenger trains leaving that station, this to continue as a temporary arrangement the same as your present use of the union station and subject to the same limitations."

This telegram was in reply to a telegram from Mr. Fritch to Mr. Kelley asking if free trackage would be given on deadhead equipment in and out of the union station.

It appeared to the Board that it would be very much cheaper for the Canadian Northern, and prevent the different street crossings and railway tracks being subjected to an unnecessary use, if all the work incidental to cleaning cars, coaling locomotives, and making up trains, was continued to be done by the Grand Trunk, under the verbal arrangement which it was stated that the companies had entered into. Although the position was taken by Mr. Chisholm, who appeared for the Grand Trunk, that the Board had never taken the position that it could order one company to supply another with coal or even water, a direction was made that the supply of water should be continued, on the payment by the Canadian Northern of \$10 a month for the service; and the Canadian Northern was asked to define exactly what work it would like the Grand Trunk to perform for it and at what prices; and at the same time give the Board information on the question of payments and what instalments on account would be furnished. Mr. Fritch has since supplied the Board with details of the service required, including a tariff at which the work should be done. This service includes, not only cleaning of cars of all kinds and trucks, but ice, water, lubricating and illuminating oil, waste, lamp wicks, lamp chimneys, supplies, and inspection and air brake testing. It also includes certain repairs to equipment. The communication, however, did not make any reference to the matter of payment of arrears, which are, although considerably less than originally claimed, substantial. Mr. Fritch, on being written to requiring that his company should submit a statement of what it proposed to do regarding the payments to the Grand Trunk, advised the Board that he was unable to state the exact date or amount that his company was able to pay, but that it was the intention to do everything possible in the near future to make a substantial payment on account of the union station yard indebtedness. Under these circumstances, it is impossible for the Board to do anything further in relief of the Canadian Northern. The result is that the Canadian Northern trains will continue to run into and out of the union station as heretofore, but that the services which the Grand Trunk has been giving the Canadian Northern apart from any order of the Board, such as the furnishing of water supplied for the cleaning of equipment, and repairs, will no longer continue. I regret the result, as the Grand Trunk would be able to do the work cheaper than the Canadian Northern

will be able to do it, but, in view of the Canadian Northern's neglect, or perhaps inability, to make the Grand Trunk at least a substantial payment on account of its indebtedness, I am of the opinion that it is impossible for the Board to add to any of the orders already made. A further result is that the deadhead equipment of the Canadian Northern will be moved from the union station to its own yards on the terms agreed to by Mr. Kelley in his telegram.

### Suits Respecting the Building of the Great Northern Railway of Canada.

Judgment has been reserved by the Quebec Appeal Court in the action of Smith, Barry and McRae against John Hyde, liquidator of the Great Northern Construction Co. The plaintiffs built 88 miles of this line easterly from Hawkesbury, Ont., towards Joliette, Que., on which they claimed there was a balance of about \$200,000 due. In Nov., 1914, the courts awarded them \$63,886. Against this decision both parties appealed, and the Appeal Court after hearing arguments reserved judgment.

An action is before the Quebec Supreme Court, in which John Hyde, liquidator of the Great Northern Construction Co., is the plaintiff, and J.G.Scott is the defendant. This is a test case, several other actions of a similar character having been entered. The plaintiff company was formed in West Virginia, for the purpose of constructing a railway in extension of the old Laurentian Ry. from near Joliette, Que., to Hawkesbury, Ont. The contract was entered into with the Great Northern Ry. in May, 1899, and subsequently a contract was entered into by the construction company, by which Smith, Barry and McRae were to build the line. The construction company received cash, bonds and stock from the railway company, and after having paid considerable sums to the actual builders of the line, distributed the balance among its shareholders. The actual builders claimed further sums, and the construction company having no funds, went into liquidation. The liquidator claims that the shareholders of the construction company wrongfully received the railway company's bonds, and now seeks to recover them. The face value of the bonds in the case against J.G.Scott, is \$6,000.

The line in question now forms part of the Canadian Northern Ry. System.

**Inspection of Grand Trunk track.**—The officials of the G.T.R. maintenance, operation and construction departments began an inspection trip over the company's lines on Oct. 7, leaving Toronto by a special train having at its rear end an observation car fitted with electric indicators and other appliances for recording the decisions of the experts as they journeyed over the lines. This car was fully described and illustrated in Canadian Railway & Marine World for April 1915. H.R.Safford, Chief Engineer, was accompanied on the trip by M.S.Blaiklock, Engineer of Maintenance of Way, the general superintendents, superintendents of divisions, track supervisors, inspectors of bridges and buildings, signal engineer, supervisors of signal, track foremen, and others. Each division on the system was carefully scrutinised and a record kept of the results.

The busiest passenger station in England is said to be the Liverpool St. terminus of the Great Eastern Ry., in London. During the 24 hours there are over 1,400 passenger trains handled in and out; no less than 278 trains carrying over 75,000 passengers being handled inward, between 6 and 9.30 every morning.