We are told, with evident sincerity, "that laminations' or 'bands' ran through it in all directions." A lamina in everyday English is a layer. If a coal has laminations running through it, it has 'layers.' Well, the Judge, by postscipt or otherwise, might please explain how a 'layer' can run in all directions, across, through, up and down, under and over. A dozen ten inch wide boards can be laid one on the top of the other, but they cannot be said to be in layers, on top of each other,if standing on end. They wont 'lay' in that position unless supported on four sides. A coal with laminations in all directions is coal without a "reed," a sort of drift coal, and with all our prospecting and searching we have not yet in Nova Scotia struck a 'seam' of drift coal. Take a piece of gold quartz; examine it carefully; not a speck of gold visible. Break it and behold a nice little nugget. If there were laminae, of gold, then there would be little necessity to break the piece.

2nd—'On breaking lumps of this coal these layers could be seen". This is something out of the ordinary. If the layers run in all directions through the seam why should it be necessary to break one of the few lumps, proportionately, on the top of the car. Were not these lumps surrounded by hundreds of pieces, breaks from other lumps. Why break one or two lumps for examination, when many lumps had been broken in the blowing, loading, and dumping of the coal by the time it was deposited in the car. If stone was not visible on the outside of a lump then there was no stratified stone, no layers in that part of the seam from which the lump came If on breaking only stone was visible then the stone was not in layers but in 'balls.'

3rd—"This coal weighs 8 to 10 per cent. more than coal taken from other parts of the seam." This extra weight is given to prove that there must be much more stone in it. The Record is a little surprised that the Coal company did not attempt to show the fallacy of the inference. If one cannot judge coal by the eye far less can he do so by its weight, Given the specific gravity of a coal you have no key to its peculiar characteristics. An analysis of Pictou coal gives specific gravity 1.320 and the fixed carbon at 57; Welsh coal gives 1·326 s. g. and 81 carbon. Prof. How gives the difference in weight between a sample of Albion and one of Sydney Mines coal, as 6.11 per cubic foot of merchantable coal, and at that time the heavier coal was in highest repute. The weight of a car or a box of coal depends on two things, the size of the coal and the manner of filling. Stand on the Drummond bank head, for instance, and look at the boxes as they come up the slope from the one seam of coal. Take two boxes that seem to have an equal quantity. On being weighed one weighs 1200 lbs. the other 1400 lbs—a difference of 16 per cent. in weight, and the chances are one might get a piece of stone in the lighter and not a piece in the heavier box.

4th—Already referred to. If the coal was concealed in the interior of the lumps, then there could not be bands running in all directions through it. On the contrary there must have been a heavy shower of fabulous sized hailstones, during the process of the coal's formation, which became petrified before they had opportunity to dissolve. On no other theory can the stones in the "interior" of every lump of coal be accounted for.

5 and 6th.—"The 'rejected' coal had only been examined by the eye and none of the lumps had been broken up." Every lump had been broken up, though not by the examiner. Suppose however, he had broken up some of the lumps, how would his examination have proceeded. Would he have employed his sense of touch, or smell to determine whether it contained stone and shale, The eye would have had to be brought into requisition, would still have been the organ to determine. For a coal laymen Judge Longley did remarkably well, and he might have done splendidly had he not lent so ready an ear to the Steel Coy's theory of the stoney coal formations, and laid less stress on their exposition of how metallic stones, really 'lay' secreted in the interior of lumps, and at the same time truly 'ran' in layers, in all directions, in the coal.

Judge Longley finds that the No. 6 coal, rejected by the Steel company was "not reasonably free from stone and shale".

Judge Longley finds that the coal from No. 6 pit was 'commercial' coal,

If a coal is not reasonably free from stone and shale the plain english is that it is unreasonably full, has an undue proportion, of these impurities.

Ordinary buyers, who on delivery to them of coal, found it to be unreasonably full of stone and shale, would be apt instantly, fully and freely to declare that the coal was not 'commercial' coal, and in so declaring show their lack of imaginative buality. Practically their verdict may be right, theoretically it was not in accordance with authority.

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Judge Longley would not permit the Coal company to produce evidence, at the trial in Sydney, to prove that while the contract between the Steel and Coal Co's was being drafted the Dom. Coal Co. rejected a draft drawn by the Steel Co. which declared that the coal should be sufficiently free from sulphur to render it suitable for metallurgical purposes. These 'communings' as Mr Nesbit termed them, were ruled out, by the Judge. He will take the contract, he declares, and nothing but thecontract, and yet to my mind his decision from first to last rests on not what is explicitly said in the contract, but what may be read into it, or what he declares may reasonably be inferred from it. The Judge asks:—"What meaning must I give to the requirement that this slack shall not contain a percentage of ash and sulphur appreciably greater than in the same coal of run-of-mine grade, when crushed and washed in the same manner, for use in steel and coke making and for blast furnace coke? Do not these words underscored, plainly intimate that "making steel and coke for blast furnaces," was the primary and supreme object of the contract? Can it rationally be held that while the Coal Co., if they furnish slack, must have it so free from ash and sulphur that it can be used for iron and steel making, and equal in this regard to run-of-mine coal, but that run of mine coal, to which it must be equal, need not be fit for metallurgical purposes?" Clause 3 of the contract reads:—"All coal furnished shall be freshly mined and of the grade known as run-of mine reasonably free from stone and shale,etc."