Canadian Car and Foundry Company.—Senator N. Curry, president of the Canadian Car and Foundry Company, has made the statement that arrangements have been completed between the Russian commission and the Canadian Car and Foundry Company whereby the Russian government is to advance such amounts as may be required by the car company in carrying out its large shell order with the Russian government.

Senator Curry said: "We have completed arrangements with the Russian commission whereby the Russian government is to furnish the Canadian Car and Foundry Company with such amounts as may be needed in connection with the execution of its orders for war munitions for the Russian government.

"No specific amount was determined upon, but the total most commonly mentioned as needed by the car company is $10,000,000. The Russian government will make advances in instalments of from $1,500,000 to $2,000,000 from time to time, as the needs of the company require.

"We are now shipping on an average of 50,000 shells a week, and this total will gradually be increased up to 100,000 shells per week.

"The difficulty with the company to date has been the lack of working capital, especially by the companies to which the Russian shell order was sublet. In other words, owing to their unfamiliarity with the class of work required in connection with the execution of the contract, it has required very much larger amounts of working capital than was expected at the outset.

"Through the arrangement which has just been made, and which has been approved by the board of the Canadian Car and Foundry Company, it will now be in a position to go ahead without delay in carrying out the large Russian order.

"I want to emphasize the fact that the New York banks have nothing whatever to do with this financial transaction, it being purely one between the Canadian Car and Foundry Company and the Russian government. Last month the Russian government advanced $3,000,000 to the company on account of the shell order."

ANOTHER UNITED STATES COMPANY COMING

The Perkins Glue Company, of Lansdale, Penn., originators and manufacturers of a vegetable glue, used extensively in woodworking factories for veneer purposes, have leased a factory in Hamilton. Machinery is being installed under the direction of Mr. J. G. B. Perkins, and operations will commence about the middle of February.

RAILWAY EARNINGS

The following are the railway earnings for December:—

Canadian Pacific Railway

	1915.	1914.	Increase.
December 7	$3,046,000	$1,766,000	+ $1,280,000
December 14	3,055,000	1,707,000	+ 1,348,000
December 21	2,945,000	1,604,000	+ 1,341,000
December 31	3,534,000	2,244,000	+ 1,290,000

Grand Trunk Railway

December 7	$1,012,326	$ 865,052	+ $ 147,274
December 14	1,023,433	870,962	+ 152,471
December 21	104,059	840,347	+ 199,712
December 31	1,743,306	1,511,606	+ 231,700

Canadian Northern Railway

December 7	$ 830,600	$ 502,700	+ $ 327,900
December 14	823,700	427,800	+ 395,900
December 21	774,400	414,800	+ 359,600
December 31	1,006,900	464,300	+ 542,600

The Canadian Pacific Railway return for November is as follows:—

	1915.	1914.	Increase.
Gross	$13,351,283	$8,057,358	$5,293,924
Expenditure	6,996,870	5,413,286	1,583,583
Net	$ 6,354,413	$2,644,072	$3,710,340

WORKMEN'S COMPENSATION IN QUEBEC

Two Awards Confirmed by Court of Review—By Act of Imprudence

Two workmen's compensation cases under the Quebec Act, of much interest, have recently been heard in the court of review at Montreal. In one, Mr. M. Page was maintained in his action against the town of Joliette for an indemnity under the Quebec Workmen's Compensation Act, justified by an accident to plaintiff on June 11th, 1914, while at work on the aqueduct in the service of the town. By the judgment of Mr. Justice Mercier in the superior court, plaintiff was awarded an annuity of $112.50, his lordship leaving it to the option of the town to pay the capital corresponding to the annuity, or the annuity in quarterly payments.

Both parties appealed, plaintiff complaining that there was an error in the terms of the judgment, giving defendant the option of paying the annuity or the capital thereof, and asking that this be modified so as to condemn the town to pay the capital to an insurance company in accordance with an order-in-council. On its side, the town reiterated its plea made in the case in the first instance, denying its responsibility, and urging further that plaintiff had not given notice of his claim in accordance with article 5864 and 5865 of the revised statutes, which exacted that this notice be given within six months of the accident.

Judge Ascertains Reasons.

Mr. Justice Charbonneau said the plaintiff's appeal should be maintained if the judgment were to be confirmed in principle. His lordship then proceeded to a full analysis of the case to ascertain if the judgment was well founded against the town, or if its pleadings in appeal were to be upheld. If, he said, the action was to be based on article 1053 of the civil code, and not on the law of workmen's compensation, it would have been necessary for plaintiff to have given notice and particulars of his claim within a delay of six months after the accident. But his lordship found that the plaintiff's action was based on, and ought to remain under, the authority of the law of workmen's compensation. Therefore, there was no need to give notice of the accident and the six months' prescription was not applicable. Further, the plaintiff had another answer, namely, the fact that the town paid him one-half of his wages during the month following his accident, defendant having renounced its plea of a default of notice, and having thus suspended the prescription.

The court, therefore, confirmed the judgment of the court below in principle and dismissed the defendants' inscription. On the other hand, the judgment would be modified in its terms by condemning the town to pay a capital sum corresponding to a life annuity of $112.50—taking into account plaintiff's age of thirty-nine years—which would give him a capital of $1,740. The costs of the two appeals must be paid by the town of Joliette.

Want of Prudence.

Through a workman's disregard of a warning against using an elevator on mill premises that were in course of construction for the Dominion Flour Mills Company, Limited, on St. Antoine Street, St. Henry, the Maryland Casualty Company has failed in its action to recover from the Flour Mills Company $1,800 which was paid to the widow of John Creegan, who was killed by a fall from the elevator on March 2nd, 1912. Mr. Justice Monet dismissed the casualty company's claim, and the case was inscribed for review. The court of review has confirmed the judgment of Justice Monet, Mr. Justice Demers, in announcing the court's decision, stated that the evidence conclusively proved that the workman's death was caused through an act of his own imprudence, and an act committed contrary to a specific warning. On the question of law, however, the court held that the Maryland Casualty Company was correct in taking action against the Dominion Flour Mills Company, and its failure was due, as the court below had found, to a want of prudence on the part of the victim, who knew that the elevator was defective, and had been warned of its condition.

The Empire Trust Company has been registered to do business in British Columbia, with head office at Victoria, the attorney of the company being Mr. W. E. Oliver.