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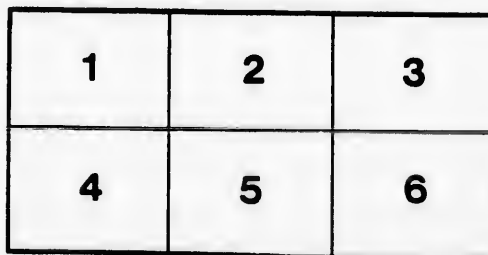
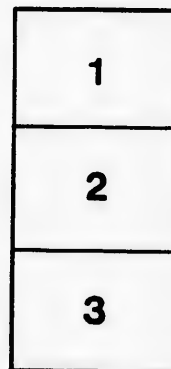
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P. 11

C. E.
Watson

FOR THE INFORMATION OF MEMBERS ONLY.

Ames
by *W. A. Stral*
CONSTITUTION

REVISED BY LAWS 14/86

AND *W. A. Stral*

RULES AND REGULATIONS

OF THE

Canadian Binder Manufacturers' Association

FOR THE SEASON OF 1886.

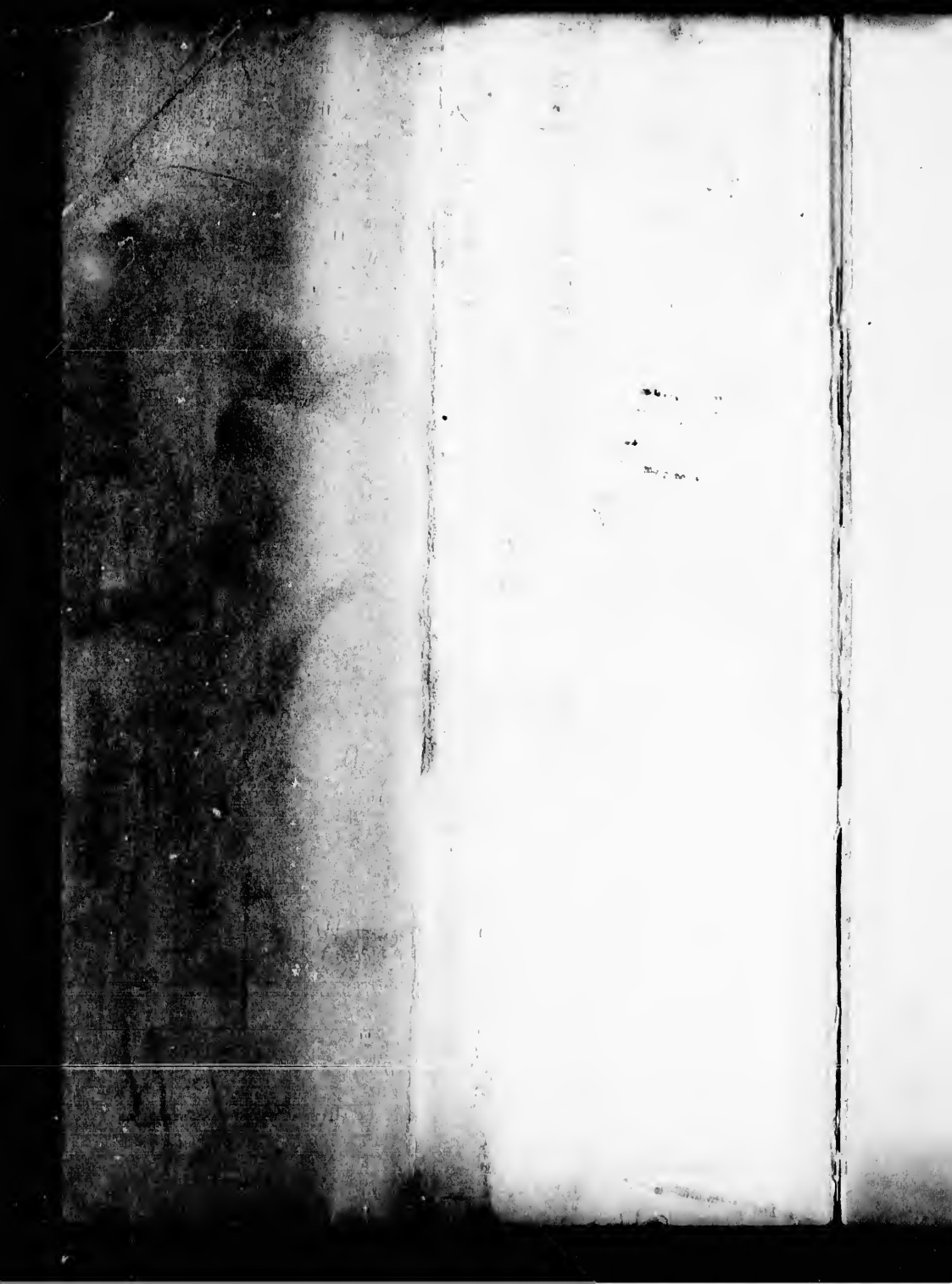


Executive Committee.

- Hon. President, . . . EDWARD GURNEY, ESQ. . . . Toronto.
- Hon. Vice-President, . . . H. A. MASSEY, ESQ. . . . Toronto.
- Hon. Vice-President, . . . PETER PATTERSON, ESQ. . . . Patterson.

Officers.

- Manager, . . . ADAM COCHRANE, . . . St. Thomas.
- Treasurer, . . . ROBERT HARMER, . . . Toronto.
- Secretary, . . . WILLIAM T. COCHRANE, . . . St. Thomas.



FOR THE INFORMATION OF MEMBERS ONLY.

CONSTITUTION,
BY-LAWS
AND
RULES AND REGULATIONS
OF THE
Canadian Binder Manufacturers'
Association

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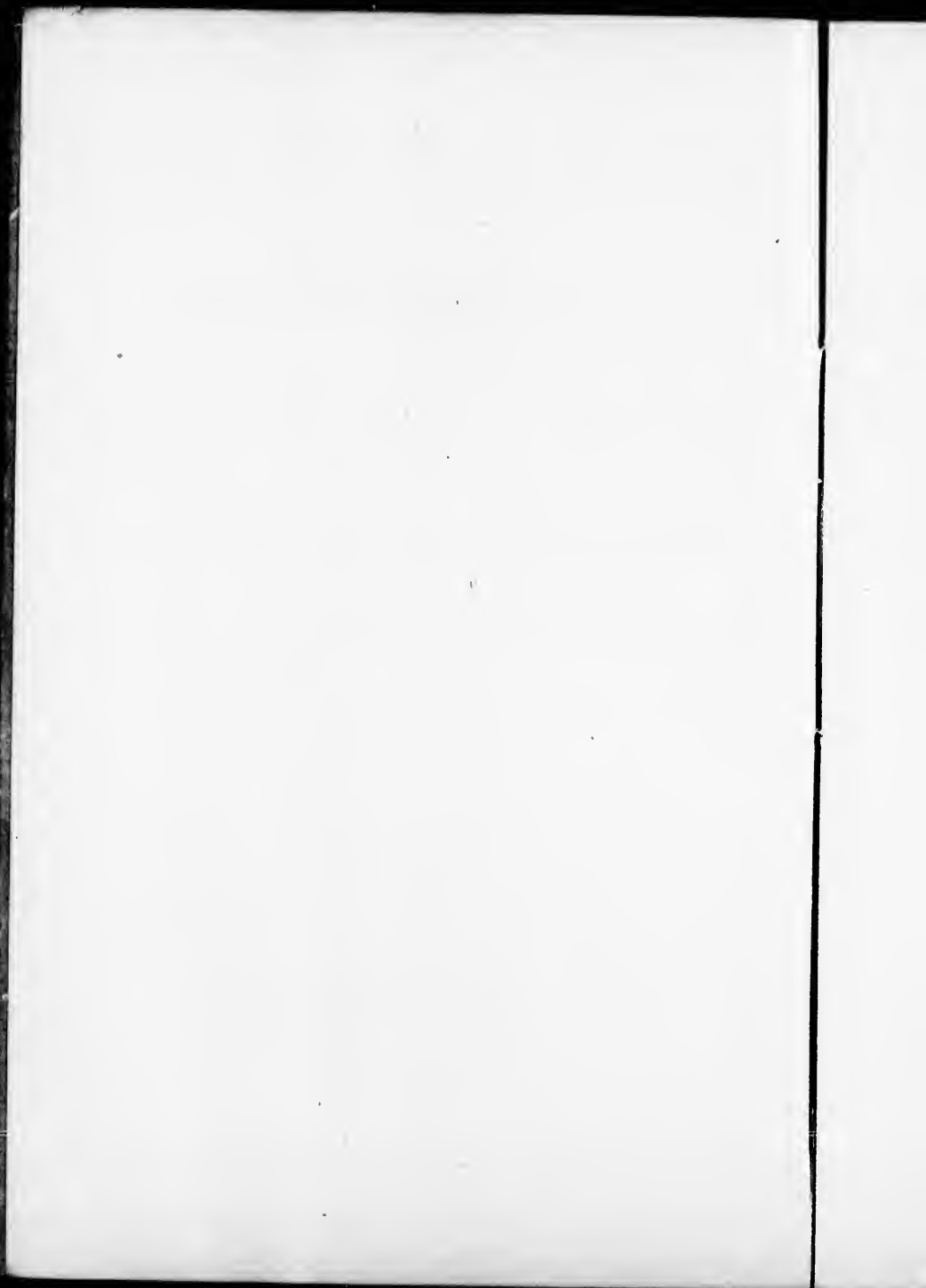


Executive Committee.

| | | |
|-----------------------------|-----------------------|-------------------|
| <i>Hon. President,</i> | EDWARD GURNEY, ESQ. | <i>Toronto.</i> |
| <i>Hon. Vice-President,</i> | H. A. MASSEY, ESQ. | <i>Toronto.</i> |
| <i>Hon. Vice-President,</i> | PETER PATTERSON, ESQ. | <i>Patterson.</i> |

Officers.

| | | |
|-------------------|----------------------|--------------------|
| <i>Manager,</i> | ADAM COCHRANE, | <i>St. Thomas.</i> |
| <i>Treasurer,</i> | ROBERT HARMER, | <i>Toronto</i> |
| <i>Secretary,</i> | WILLIAM T. COCHRANE, | <i>St. Thomas.</i> |



To the Binder Manufacturers of Canada.

It is unnecessary to recapitulate all the various efforts that have been made since the year 1882, in the direction of an Association for the governance of the Binder Business. The Association was formed last year, and was in a very large measure satisfactory. It embraced fifteen manufacturers, and its operations were so successful that fully three-fourths of the Binders made and sold in 1885, were sold at Association prices and terms. Had there been no Association the business would have been utterly demoralized; and that most manufacturers were able to show a fair balance-sheet at the close of 1885, is due, almost entirely to the operations of the Association. It is true that, towards the end of the season, the efforts of the Association proved unavailing in checking the underhand work of some unscrupulous agents, and on this account a break in prices prevailed to some extent. This was in a large measure owing to the fact that the machinery of the Association proved insufficient to stand the strain put upon it, and unable to nip in the bud, the very first deflection from its Rules. Notwithstanding this, as before stated, the operations of the Associations in 1885 resulted in placing the greater portion of the out-put of its members, at remunerative prices, and in making the business much more satisfactory than it would have been under other circumstances. The results secured were such as to warrant the continuance of the Association, and the endeavour to correct all the weak points developed in the working of its Rules heretofore. Several meetings have already been held during all of which the utmost unanimity of feeling has prevailed; and I am pleased to state that twenty one of the twenty-two firms building Binders in Canada, are now members of the Association. The objects of the Association have been clearly defined in a concise set of "Rules and Regulations" which have been placed in the hands of every agent in Canada, and all agents now know that The Binder Association is a power that must be obeyed.

It has not been considered necessary to print a detailed report of all the different meetings of the Association; but in this book is given the condensed result of same, with Constitution, By-Laws, Rules and Regulations, names of Officers, Members of Committees

and all other information that come within the scope of the Association.

The Bond, provided for in the "Rules and Regulations," was prepared by Messrs. Crerar, Muir & Crerar, Barristers, Hamilton, and has been signed by the Members, who have also subscribed to the "Rules and Regulations."

The assessment of two cents and deposit of forty cents per machine, as provided for, has either been paid in Cash or Drafts for same have been made upon the Members, so that the Association is now in complete running order, with ample available funds on hand.

The Executive Committee asks the (Earnest Co-operation) of the Members to make the Association an entire and unqualified success; and urges upon all Members, the necessity of making every Agent in Canada, live up to the "Rules and Regulations" both in letter and in speech.

Of course, the information contained in this book is of a private nature, and it should not pass outside of the hands of the Members of the Association.

I have the honor to be

Yours respectfully,

EDWARD GURNEY,

Honorary President.

March 10th, 1886.

OFFICERS AND COMMITTEES.

Executive Committee.

| | | |
|-------------------|------------------|----------------------------|
| <i>Toronto.</i> | EDWARD GURNEY. | <i>Honorary President.</i> |
| <i>Toronto.</i> | H. A. MASSEY. | <i>Vice-President.</i> |
| <i>Patterson.</i> | PETER PATTERSON. | <i>Vice-President.</i> |

Officers.

| | | |
|--------------------|------------------|-------------------|
| <i>St. Thomas.</i> | ADAM COCHRANE. | <i>Manager.</i> |
| <i>Toronto.</i> | ROBERT HARMER. | <i>Treasurer.</i> |
| <i>St. Thomas.</i> | WM. T. COCHRANE. | <i>Secretary.</i> |

Committee on Finance.

THE EXECUTIVE COMMITTEE.

Committee on Printing.

J. KERR OSBORNE, ROBT. HARMER, ADAM COCHRANE, AND WM. T. COCHRANE

Committee to confer with other Manufacturers.

J. K. OSBORNE, R. FROST, J. H. GROUT, DAVID MAXWELL AND R. HARMER.

Auditor.H. R. HARDY. *Patterson.***MEMBERS OF THE CANADIAN BINDER MANUFACTURERS ASSOCIATION FOR THE SEASON OF 1886.***Who have Signed "Rules and Regulations" and "Bond" as provided for in same.*

| | |
|--------------------------------------|-----------------------|
| THE MASSEY MANUFACTURING CO. | <i>Toronto.</i> |
| THE WATSON MANUFACTURING CO. | <i>Ayr.</i> |
| THE NOXON BROS. MAN. CO. | <i>Ingersoll.</i> |
| THE GURNEY MAN. CO. | <i>Dundas.</i> |
| A. HARRIS SON & Co. (Lt'd). | <i>Brantford.</i> |
| THE CHATHAM HARVESTER CO. | <i>Chatham.</i> |
| PATTERSON BROS. | <i>Patterson.</i> |
| JOHN ELLIOTT & SON. | <i>London.</i> |
| DAVID MAXWELL. | <i>Paris.</i> |
| FROST & WOOD. | <i>Smith's Falls.</i> |
| THE NORTH AMERICAN MAN. CO. | <i>London.</i> |
| MACPHERSON & LINDSAY. | <i>London.</i> |
| JNO. H. GROUT & Co. | <i>Grimsby.</i> |
| THE FLEURY ESTATE. | <i>Aurora.</i> |
| P. E. SHANTZ. | <i>Preston.</i> |
| THE SARNIA AG. IMP. CO. | <i>Sarnia.</i> |
| A WREN & Co. | <i>Forest.</i> |
| R. SYLVESTER. | <i>Lindsay.</i> |
| J. BRICKER & Co | <i>Waterloo.</i> |

Two other Firms, viz., KNIGHT & WILSON, *Alliston*, and THE COCHRANE MAN. Co., *St. Thomas*, have signified their intention to be members of the Association should they decide to continue in the Binder business this season.

CONSTITUTION, BY-LAWS,
— AND —
RULES AND REGULATIONS
— OF THE —
Canadian Binder Manufacturers' Association

As Adopted and Amended.

September 17th, 1884; November 27th, 1885, and February 24th and 25th, 1886.

PREAMBLE.

Whereas great loss is sustained by the Binder Manufacturers of Canada, from want of unity of purpose and action among themselves, which would empower them to establish rules to regulate prices and terms for their manufactures, commissions to be paid to agents, and the governance of the business generally: It is therefore deemed expedient to form an Association for the protection and promotion of the general interests of the trade.

CONSTITUTION.

ART. 1. This Association shall be named the "Canadian Binder Manufacturers' Association."

ART. 2. The "Canadian Binder Manufacturers' Association" is formed for the following purposes:

1st. The fixing of uniform prices and terms for Self-binding Harvesters.

2nd. The determining of the commission to be paid to agents, attendance at fairs, and the conduct of matters relating generally to the Binder business.

3rd. The cultivation of friendly feeling and of mutual confidence among the members.

ART. 3. The voting power in the Association shall be as follows : One vote to each member building 300 machines or less, and one vote extra for each additional three hundred or fraction thereof.

ART. 4. The Fees and Assessments of the Association shall be as provided for in the " Rules and Regulations."

ART. 5. Firms or Companies paying the above and subscribing to the " Rules and Regulations " of the Association, shall be considered members, and shall be entitled to vote as provided for in Art. 3.

ART. 6. The Officers of the Association shall consist of a President, one or more Vice-Presidents, Treasurer, Manager, and Secretary.

ART. 7. The Officers shall be elected at the first regular meeting in each year, as also the standing Committees.

ART. 8. The duties of the President shall be to preside at all meetings of the Association, verify accounts by attaching his signature to them, if correct ; to call special meetings at the request of three voting members, and to cause immediate action to be taken should any member show cause of complaint.

ART. 9. The duties of the Vice-Presidents shall be to preside in the absence of the President, and to perform his other duties when he is unable to attend thereto.

ART. 10. All moneys belonging to the Association shall be deposited in a chartered bank to the credit of the Association, as provided for in " Rules and Regulations," and shall be payable only by check signed both by the President and Treasurer.

ART. 11. In case of the disbanding or dissolving of this Association, any money then on hand shall, after payment of all liabilities be divided *pro rata* among the then members of the Association, except in the cases of fines and penalties and expenses as hereafter provided for.

ART. 12. The Treasurer shall take charge of all moneys belonging to the Association, keep a correct account of all receipts and disbursements, and pay all accounts certified by the President, or his deputy.

ART. 13. The Manager or his Secretary shall keep all books and records of the Association, conduct all correspondence, attend all meetings, and make correct minutes of the same.

ART. 14. The annual meeting of the Association shall be held in the first week of September in each year, date to be fixed by the

President, and subsequent meetings from time to time during the year, as may be agreed upon or regularly called by the President. The year shall mean from September 1st to August 31st.

ART. 15. To constitute a quorum at a regular or special meeting, there shall be present at least five voting members.

ART. 16. To alter or amend the Constitution or By-laws of the Association, a two-thirds affirmative vote of those present who are voters shall be required.

BY-LAWS.

I. At a regular meeting of the Association, the order of business shall be as follows :

ORDER OF BUSINESS.

1. Minutes of previous meeting.
2. Reports of Committees.
3. Communications shall be received.
4. Election of Officers.
5. General business transacted.

II. All members of firms present shall have the privilege of discussing any subject under consideration, but the question shall be settled by a majority of votes.

III. The President shall vote only in case of a tie.

IV. Any member or members having cause of complaint shall communicate the same to the Manager (in writing), who shall without delay take immediate action thereon.

V. The travelling expenses caused by business in connection with the Association, shall be paid out of the funds of the Association on the order of the President.

VI. No member shall be at liberty to retire from his obligation in connection with the Association until after the same has been discussed at a meeting called for the purpose, of which due notice shall be given to all members, nor shall any meeting be called, until all the members are first notified.

VII. Should the President receive notice of withdrawal from any member or members, he shall cause the Secretary to give immediate notice to all the others, when a special meeting shall be called.

RULES AND REGULATIONS.

Adopted November 27th, 1885 ; amended February 24th and 25th, 1886.

(1) The Constitution, By-Laws, and Rules and Regulations of the Association, as already in existence, to stand, except in so far as they are hereinafter revised or amended.

For the guidance of new members, attention is called to the following important Rules :

No refund of Commission or allowance to customers in any shape or form or manner, either by Agents or Principles, is permitted.

No Binder can be sold without a *bona-fide* written order, signed by the purchaser.

No Trial shall be engaged in or permitted.

(2) That no restriction be placed on the production of Self-Binders for 1886. For the information of the members of the Association, the following numbers were given in or estimated as about the proposed production of each Firm for the season of 1886, for sale in the Dominion :

| | | | |
|---------------------------------|------|------------------------|----------------|
| The Massey Man. Co., | 1700 | R. Sylvester, | 250 |
| A. Harris, Son & Co., (Limited) | 1700 | The Cochrane Man. Co., | 240 |
| John Elliott & Son, | 450 | The Fleury Estate, | 240 |
| Patterson Bros., | 650 | Knight & Wilson, | 240 |
| The Chatham Harvester Co., | 525 | Frost & Wood, | 150 |
| The Watson Man. Co., | 500 | J. H. Grout & Co., | 200 |
| Noxon Bros. Man Co., | 500 | P. G. Schantz, | 125 |
| David Maxwell, | 450 | J. Bricker, | 100 |
| The Gurney Man. Co., | 480 | A. Wren & Co., | 160 |
| The N. A. Man. Co., | 300 | J. Craig, | 50 |
| McPherson & Lindsay, | 250 | | |

(3) The minimum retail price of Self-Binding Harvesters, of all kinds, for the season of 1886, shall be reduced as follows :

\$200 in one payment, not later than October 1st, 1886.

\$205 in one payment, not later than January 1st, 1887.

\$215 in two payments, first not less than \$100, January 1st, 1887, balance one year later.

\$225 in three annual payments of \$75 each, January 1st, 1887, 1888, and 1889.

(4) That the Agent's Commission shall be the same as in 1885, or a maximum commission of thirty dollars. That, in cases where Firms contract with their Agents to set up and start the Binders

755-
 1735-
 9318
 9820
 8430
 1400
 85-70

500
 450
 350
 250
 200
 150
 100
 50
 22

they sell, without the aid or assistance of experts, an allowance, not exceeding five dollars per machine may be made for this purpose ; but that no allowance shall in any case be made to any customer for setting up or starting his own binder.

(5) That no Binders shall be sold at wholesale, except at the full prices as mentioned herein, less commission, except to fill existing contracts. In cases where wholesale contracts have been made, prior to this date, the sellers agree, by every means in their power, to control the retail prices of such wholesale buyer and make them conform to the retail prices as mentioned herein. In cases where contracts have been made with Agents, prior to this date, in which contracts, Agents have been granted a greater commission than herein allowed, the Firms who have so contracted, bind themselves to make these Agents conform to prices and terms herein laid down.

(6) That in certain localities, where the harvest is late, payments may be deferred one month beyond above dates but no longer, except east of Kingston, when January payments may be extended till March 1st following.

(7) If payments are made prior to the due date, interest at the rate of seven per cent. per annum may be allowed on such prepayments ; but no order shall be written at a less price than herein specified.

(8) That when a Binder and a Mower are sold to one purchaser in the same year, the minimum prices shall be as follows : \$250 in one payment as above either October or January ; \$270 in two payments as above ; and \$280 in three payments as above.

(9) That when a Binder and a Horse Rake are sold to one purchaser in the same year, the minimum prices shall be as follows :— \$220 in one payment as above, either October or January. \$240 in two payments as above ; and \$250 in three payments as above ; and that on all such double sales, at these figures, no commission shall be paid to the Agent on the Mower or Rake, but on the Binder only, unless in cases where the Agent's contract for Mowers or Rakes allows a margin, when such margin only shall be paid.

(10) That the expenses of the Association be in future met by an assessment per machine produced by the members, and that the production as mentioned before be the basis of each assessment.

(11) That the voting power in the Association for the future be as follows : One vote to each member building 300 machines or less, and one vote extra for each additional three hundred or fraction thereof, and that the production as mentioned before, be the basis of such votes.

(12) That an assessment of ten cents per machine be now made, and the same be paid to the Treasurer forthwith, and if not so paid, the Treasurer shall make sight drafts for same.

(13) Referring to the taking of old machines, horses, truck, etc., on sales of Binders: That a Reaper used not more than two seasons, shall be known as a "second-hand reaper;" that all other Mowers or Reapers that have been used shall be known as "old machines;" that "old machines" may be accepted by Agents at a maximum price of \$10 each, but same shall be at Agent's risk, and shall not be accepted by the manufacturer, but charged against the Agent's commission; but to help Agents out on this class of machines, manufacturers may accept from Agents, on contracts, the old metal of such old machines at \$1 per 100 lbs. delivered at their factories. That "second-hand Reapers" may be accepted by the Agent at a maximum price of \$50, and these must also be wholly at the Agent's risk, and charged to him at price allowed. As "second-hand Reapers" have, in the past, been a source of great loss both to the Agent and to the manufacturer, the utmost caution must be impressed upon the Agent regarding them. While \$50 is named as a maximum allowance, very few are worth so much, and the only safety for the Agent, is to secure sale before-hand for them, or take them at such low prices, as to ensure himself against loss.

That lumber and wood may be accepted at market price by members of the Association, if so desired.

That old Osborne Binders may be accepted from the original purchasers, at a maximum price of \$40, and Massey Low Downs at a maximum of \$50, unless in cases where special agreements have been already made for their acceptance at a higher figure.

That no other kind of Truck of any kind, horses, cattle or anything else, can or will be accepted on Binder sales by the Agents or members of this Association.

(14) That on all orders used by members of the Association, the purchaser and agent shall be required to declare that the order states in full the true bargain existing for the purchase and sale of said machine, and that same should be printed on face of each order.

(15) That a sum of Forty Cents per machine produced, be paid by each member of the Association, to the Treasurer, to be by him deposited in a Chartered Bank to the credit of the Association, interest payable on the several amounts, to the different members of the Association; and that an indemnity Bond be given by each member of the Association. Amount of said Bond to be two dollars per machine produced, as hereinbefore mentioned; said

deposit and bond being made and given as an evidence that the Terms of the Association shall be carried out in good faith by the members. Said deposit of Forty Cents to be paid on the draft of the Treasurer, within thirty days after notice, and said Bond to be executed on presentation to the members.

(16) That the following Rules shall govern charges made and fines imposed against members or their Agents :

- (a) An Inspector or Manager shall be appointed, as hereinafter provided for.
- (b) As far as possible, the Inspector or Manager shall investigate all charges, and report to complainant, when, unless the matter is satisfactorily settled, the evidence shall be submitted to a court, as hereinafter provided for, whose decision shall be final. The Inspector or Manager may, when necessary, associate with himself any member of the Association to investigate complaints.
- (c) That for first conviction of any Agent, a fine of Twenty-five Dollars shall be imposed against the Agent, and said fine shall be forthwith paid to the Association by the firm employing said Agent. For second conviction, said agent must be summarily dismissed, and said dismissal reported to the Association. And said agent must not be engaged by any other member of the Association.
- (d) That for first conviction of a member of the Association, a fine of twenty-five dollars shall be imposed, and for second conviction, any sum in the discretion of the Court, not exceeding the amount of his deposit and bond
- (e) That there shall be four Courts for the season of 1886, viz : A NORTHERN COURT, composed of one member from each of the following Firms or Companies : The Massey Man. Co., Toronto, Patterson Bros., Patterson, The Fleury Estate, Aurora.
An EASTERN COURT composed of one member from each of the following Firms or Companies : J. H. Grout & Co., Grimsby, The Gurney Man. Co., Dundas, A. Harris, Son & Co., (Limited), Brantford.
A CENTRAL COURT composed of one member from each of the following Firms or Companies : The Noxon Bros. Man. Co., Ingersoll, the Watson Man. Co., Ayr, David Maxwell, Paris.

A WESTERN COURT composed of one member from each of the following Firms or Companies: Jno. Elliott & Son, London, the Chatham Harvester Co., Chatham, The Cochrane Man. Co., St. Thomas. Any of these Courts may be assembled, at the call of the Inspector or Manager, at the most convenient point, and their decision shall in all cases be final.

(f) The expenses of said Courts and of the Inspector to be paid from the funds of the Association.

(g) When a complaint is made against any of the Firms mentioned as members of any Court, or one of their agents, no member of such Firm shall sit on said Court; but his place shall be taken by nearest member of the Association.

(17). That a competent Inspector or Manager be appointed to carry out the objects of the Association, and that the man appointed should be a gentleman thoroughly conversant with the business, reliable in every way, and capable of running the Association for the mutual benefit and profit of the members; and that Messrs. Massey, Elliott, Patterson, Gurney and Osborne be a Committee to engage such Inspector or Manager, and set him at once to work.

(18) The duties of the Inspector or Manager shall be as defined in minutes of meeting held June 11th, 1885, with such other duties as may, from time to time, be deemed necessary and advisable in the interests of the Association.

(19) That bundle carriers and trucks be placed on the list as extras, and charged to the agents at a net price of \$5 for bundle carriers and \$8 for trucks (now reduced to \$5) and that these net prices be enforced against agents by the members of the Association, and be so provided for in contracts, and agents be so settled with; and that no agent or member of this Association shall be allowed to sell either article less than the wholesale or net price, or give them away.

(20) That no man shall be considered an agent who is not engaged on written contract, and whose territory is clearly defined. In the event of a Binder being sold to a party applying for an agency, and whose application is accepted, that such order must be at full price, and subject to a reduction of the commission only on the express stipulation in his contract that he shall sell at least two more Binders besides the one purchased for his own use.

(21) That in regard to Binding Twine, the Special Committee appointed be disbanded, and that, in the meantime, the Association leaves this matter in the hands of its individual members.

(22) The form of Monthly Affidavit to be furnished by the members of the Association for the Season, 1886, shall read as follows :

I, _____, of the firm of _____ of the Town of, _____ County of _____, do solemnly declare, that I am personally cognizant of all the conditions, rules and regulations of the Canadian Binder Manufacturers' Association, of which my Firm is a member—that I have personally examined the orders received by my Firm for Self-Binders, for the season of 1886, and that, to the best of my knowledge and belief, the orders received by us are correct, and in conformity with all the rules and regulations of the said Association.

And I make this declaration conscientiously believing the same to be true, and by virtue of the Act passed in the twenty-seventh year of Her Majesty's Reign, entitled "An Act for the Suppression of voluntary and extra judicial oaths."

Declared before me at _____ in the County of _____ this _____ day of _____ A.D. 1886.

(23) That copies of all orders or contracts that in any way conflict with the Rules and Regulations of the Association, taken by any member of the Association prior to this date, shall be handed to the Inspector on his first trip among the members, or shown to him, and a memo. of same taken by him and recorded in the books of the Association.

(24) That the Rules and Regulations of the Canadian Binder Manufacturers' Association shall become fixed and operative only when the following Firms shall have subscribed to same, and have signed the Indemnity Bond as heretofore mentioned ; but as it will take some time to prepare Bond and secure the signature of the members, that all members shall work in accord with the Rules and Regulations of the Association, until notified by the President that anything has occurred to prevent the operation of the Association.

THE MASSEY MFG. CO.
A. HARRIS, SON & CO., (L^{td}.)
THE WATSON MFG. CO.
R. SYLVESTER
GURNEY MFG. CO.
J. H. GROUT & CO.
JOHN ELLIOTT & SON.
CHATHAM HARVESTER CO.
THE COCHRANE MFG. CO.
PATTERSON BROS.

KNIGHT & WILSON.
THE N. A. MFG. CO.
NOXON BROS. MFG. CO.
D. MAXWELL.
THE FLEURY ESTATE.
P. G. SCHANTZ.
LINDSAY & McPHERSON.
J. CRAIG.
P. HAMILTON.
A. WREN & CO.

MINUTES OF MEETINGS

HELD IN ROSSIN HOUSE TORONTO, FEB. 24th and 25th, 1886.

The following Firms and Companies were represented :

THE MASSEY MAN. Co. by H. A. Massey, C. D. Massey, W. E. H. Massey and Robt. Harmer
THE WATSON MAN. Co. by W. Watson.
A. HARRIS SON & Co. (L^td.), by J. Harris, and J. Kerr Osborne.
JNO. ELLIOTT & SON by Jno. Elliott.
DAVID MAXWELL by David Maxwell.
J. H. GROUT & Co. by J. H. Grout.
CHATHAM HARVESTER Co. by R. Fleming.
THE FLEURY ESTATE by H. W. Fleury.
R. SYLVESTER by R. Sylvester.
THE COCHRANE MAN Co. by A. Cochrane.
PATTERSON BROS by P. Patterson and H. R. Hardy
GURNEY MAN. Co. by E. Gurney and J. Fielding.
FROST & WOOD by R. Frost.
P. G. SCHANTZ by P. G. Schantz.
MACPHERSON & LINDSAY by A. Macpherson.
J. BRICKER & Co. by J. Bricker.

Visitor, Mr. Cossitt, of Cossitt Bros., Brockville.

Three sessions were held on the 24th, and one on the 25th. Committees were appointed to report on various subjects, and almost every matter that could possibly come within the scope of the Association was thoroughly discussed. Each item of the "Rules and Regulations" was gone over clause by clause, so that no misconception of meaning or diversity of opinion could possibly prevail. Everything that was in any way obscure was cleared up, and every information given to all present, so that no different construction could be placed on any Rule than it was intended to convey. The utmost unanimity of feeling prevailed, and the strongest determination was expressed by all present, that the "Rules and Regulations" would be faithfully and strictly carried out.

It was decided to modify the organization of the Association somewhat, and place it in the hands of an Executive Committee with a

Manager, Treasurer and Secretary. The former President and Vice-President thereupon tendered their resignations, which were accepted. Messrs. Edward Gurney of Toronto, H. A. Massey of Toronto, and Peter Patterson of Patterson, were elected to the Executive, Mr. Gurney becoming Honorary President, and Messrs. Massey and Patterson Vice-Presidents. Mr. Adam Cochrane of St. Thomas was appointed Manager, and he has appointed his son Mr. Wm. T. Cochrane, Secretary. Both of these gentlemen are now paid officers of the Association, and to the Manager, under the supervision of the Executive, is intrusted the general running of the Association, and to him all communications should be addressed and complaints made. Mr. Cochrane has been paid three hundred dollars for his services up till March 1st and from that date he is to be paid at the rate of one hundred dollars per month until the end of the season, or as long as his services are deemed necessary. His Secretary receives twenty-five dollars per month.

The following motions were carried, which convey to members, the general result of the business done.

Moved by J. K. OSBORNE, seconded by R. FLEMING, that the Executive Committee be composed of Edward Gurney, Honorary President, H. A. Massey and Peter Patterson, Vice-Presidents.

Moved by EDWARD GURNEY, seconded by J. K. OSBORNE, that Adam Cochrane be appointed manager, at a salary of \$100 per month, from March, 1886, his engagement to continue six months or longer if his services are required, and that he be paid the sum of \$300 for services rendered prior to March 1st, 1886, also that he shall appoint his own Secretary at a salary of \$25 per month, from March 1st, 1886, and to continue six months or longer if required.

Moved by H. R. HARDY, seconded by W. WATSON, that R. Harmer be appointed Treasurer.

Moved by J. H. GROUT, seconded by R. FLEMING, that the number of Binder Manufacturers, who have signed the Bond and recognized the Rules and Regulations, as laid down in Circular of Association, dated December 5th, 1885, warrant the formation of the Association for 1886. On proposed basis, and that same be carried out. On asking for an affirmative or negative expression from every manufacturer present, this motion was carried unanimously.

Moved by J. K. OSBORNE, seconded by H. A. MASSEY, that Messrs. Osborne, Harmer, the Manager and Secretary, be a Committee on Printing, and to arrange the Constitution and By-Laws.

Moved by W. WATSON, seconded by MR. SCHANTZ, that H. R. Hardy be Auditor.

Moved by J. H. GROUT, seconded by W. WATSON, that as the Cordage Manufacturers have placed their product largely in the hands of the Hardware Trade for sale, this Association takes no action in this matter; but that it shall be considered a direct violation of the Rules of the Association, for any member or any agent to give away any Binding Twine or to sell the same under cost to secure a Binder sale.

The Rules and Regulations adopted, November 27th, 1885, were then discussed and passed clause by clause, with the following amendments, viz., that the time of January payments may be extended till 1st March following, on territory East and North of Kingston, and that the wholesale price of Binder Trucks be reduced from eight dollars to five dollars.

Moved by R. FROST, seconded by H. A. MASSEY, that Members shall be allowed to sell any Binders on hand, built for the harvests of 1884 and 1885, at a reduction of \$25 and \$20 respectively from 1886 prices; and that each order taken for such machines, shall state the year in which they were built. That Binders made for the Fall Fairs in 1885, shall rank as 1886 machines. That each Member of the Association, shall furnish to the Manager, within ten days, a list of all such machines and where located. That a copy of each order taken for such machine, shall be sent to the Manager, as soon as taken. Considerable discussion took place on this motion both on the 24th and 25th, and it was decided, that each member present should state the number of such machines on hand, and that their sales of such shall be confined to the numbers given in. The following numbers were named by members present. Harris 10; Massey 15; Frost & Wood 65; Sylvester 70; Watson 5; Gurney 10; Patterson 12; Maxwell 6; Chatham 20; Cochrane 18; N. A. Co. 20; Elliott & Son 20.

A Committee having been appointed to confer with Mr. Sylvester regarding the peculiar position in which he is placed, Mr. Hamilton of Peterboro, his competitor for local trade, declining to become a member of the Association. It was moved by J. Harris, seconded by P. G. Schantz, that Mr. Sylvester be accepted as a member of the Association, on the terms proposed by himself, which were practically as follows: If Mr. Hamilton joins the Association, Mr. Sylvester asks no concessions, and in this case, will agree not to dispose of any of his 1885 Binders in Peterboro County. Should Mr. Hamilton decline to join, and does not adhere to Association

prices, Mr. Sylvester claims the privilege of competing with Mr. Hamilton, in the East half of Victoria County and West half of Peterboro County and in the Township of Cavan. In all other parts of Canada, Mr. Sylvester will conform to the Association Rules and Regulations, and except some fifteen Binders of 1885 make, lying at Guelph and vicinity, and ten others in other parts of the Province of Ontario, he agrees to dispose of the entire balance of his 1885 stock in the territory first named, when he would compete with Mr. Hamilton for local trade. Messrs. Massey, Patterson and Sylvester, were appointed a deputation to wait on Mr. Hamilton and try and induce him to join the Association.

Moved by P. G. SCHANTZ, seconded by J. HARRIS, that the Manager procure and distribute at once the monthly affidavit Forms and that same be signed and sent in by members not later than 10th March, and each succeeding month till season closes,

Moved by J. HARRIS, seconded by R. H. HARDY, that Mr. Maxwell be allowed to exchange his Elevating Binder for Low Down Binders sold by him, on the most advantageous terms he can for himself in such cases as he finds it absolutely necessary to do so, to satisfy his customer.

Moved by H. R. HARDY, seconded by W. WATSON, that a report of these meetings be prepared and printed by the Printing Committee, and copies of same with amended Rules and Regulations, Constitution and By-Laws be furnished to each member, and that the same Committee prepare a "Circular to Agents" embodying such portions of the proceedings of the Association as they may consider advisable, the same to be supplied to each member in sufficient quantity for distribution among all agents.

Moved by J. H. GROUT, seconded by W. WATSON, that in the opinion of this Association, no tampering with the local agents of another firm should be indulged in, and that no arrangement should be made with a local agent, without first ascertaining that he has settled up satisfactorily with the firm for whom he had previously been working, and that he is free to make new arrangements. Also that each member shall furnish to the Manager a complete list of the names of all their local agents, with the P. O. address.

Moved by H. R. HARDY, seconded by H. A. MASSEY, that the thanks of this Association are due and are hereby tendered to the retiring President and Vice-President for the efforts put forth by them in bringing the affairs of the Association to their present satisfactory condition.

Moved by H. A. MASSEY, seconded by J. H. TILDEN, that the Annual Meeting of the Association shall be held in the first week of September in each year, date to be fixed by the President.

Moved by H. A. MASSEY, seconded by JOHN H. TILDEN, that J. K. Osborne, R. Frost, J. H. Grout, D. Maxwell, and R. Harmer, be a Committee to confer with all manufacturers of Reapers, Mowers and Horse Rakes, with a view to getting all such to join the Association, and so bring the entire business of Harvesting Machinery under the control of the Association. And that the Manager of this Association is specially instructed to call upon all such manufacturers, as occasion may present, ascertain their views, take note of same, and report to J. K. Osborne, Chairman of said Committee.

Moved by H. A. MASSEY, seconded by J. HARRIS, that this meeting do now adjourn to meet again at the call of the President.



