

UPPER GROUND STREET,

Blackfriars Road, S. E., July 30th, 1907.

J. HOWARD, Esq.,

57a Pall Mall, S. W.

SIR,—We beg to acknowledge the receipt of your letter of the 25th inst. respecting the engine for Halifax, N. S. The engine is now in a forward condition and we hope before we close for the holidays to have it sufficiently forward to make the steam test at the end of next week.

It will take up some days to run these tests through and we will let you know when the engine is ready for your inspection.

We have written to Halifax to find what we can do respecting the hose as we wish to make the tests at this end as much like the tests as will be made at the other as possible and the hose used there is not of the standard size we have here. It is smaller in diameter and considerably stronger to resist the high pressure necessary in forcing the large quantity of water through a small pipe. We expect to have this matter cleared up shortly and will write you again.

SHAND, MASON &amp; Co.

Also read letters dated respectively March 7th, 1907, and August 14th, 1907, from Shand, Mason & Co. to Austen Bros.

MESSRS. AUSTEN BROS.,

Halifax.

LONDON, March 7th, 1907.

DEAR SIRS,—We beg to acknowledge receipt of your favor of the 19th ultimo.

With regard to the conditions of test for the 800 gallon Steam Fire Engine we should like to be quite clear as to the meaning since to a closer inspection the terms appear somewhat different to those common in use here; but whichever way the conditions may indicate we can meet them if we are clear before-hand.

We will just go through them as follows :

Testing the boiler is quite clear and our usual practice for the hydraulic test is double the working pressure.

With regard to the steam raising we should keep well within these conditions. It is when we come to the lines of hose and the work done by the jets that any difficulty arises.

If we were working an 1½ inch jet at the distance of 700 feet from the engine we should simese two lines of hose into a 3½ inch hose and use a branch pipe holder as shown on tracing and engaving enclosed; for if you desire an 1½ inch jet thrown to a height of 85 feet you would require a pressure of 45 lbs. at the branch pipe and the jet would be delivering about 300 gallons of water per minute.

If a single line of 2½ inch hose is used 700 feet long, and to pass 300 gallons, the water pressure at the engine would be about 250 lbs; thus you would have in the line of hose a pressure of 250 lbs at the engine end, and gradually diminishing to 45 lbs. at the jet. This appears to us to be a mistake for with the engine we should make under our ordinary conditions we should use a double line of hose for an 1½ inch jet at that distance, and four lines of hose when working two 1½ inch jets simultaneously and instead of obtaining an 1½ inch jet to a height of 85 feet we should throw these two jets to a height of 130 feet, and instead of delivering 300 gallons through each of the jets we should deliver 400 gallons per minute through each.

We should obtain a pressure at the branch pipe of fully 70 lbs. per sq. inch, and the engine would be pumping against a pressure of about 170 lbs. Thus by doubling the quantity of hose in use, you obtain a far better effect at the jet, and the hose is not subjected to the strain as would be with the single line of hose where you have a much higher pressure at the engine and considerable less result at the branch pipe.

You will find that with the branch pipe holder such as we have shown the jet can be easily handled by one man, who has perfect control of it and can see readily what he is doing.

The difference in the principle is that if we work according to the specification we bottle up the engine with small hose subjected to very high pressure; whereas in our ordinary practice we lessen the pressure at the engine, diminish the friction through the hose pipe and obtain more effect at the jet.

As we have said, we can make an engine to meet the conditions of either plan; but if you can induce the Halifax authorities to accept an engine on our ordinary system and obtain the results in the manner that it is our practice to work upon we feel certain that they will be thoroughly satisfied with the engine and the results obtained, and obtain greater efficiency in every respect.

We think you will allow that a line of hose is not used to the best effect when subjected to very high pressure at one end and a low pressure at the other. With a more uniform pressure throughout the length of the hose a lighter hose can be used, as it is strained more evenly throughout its length.

In similar instances our practice here is to use for long lines either double or treble lines of  $2\frac{1}{2}$  inch hose, Siamesed or lines with couplings  $3\frac{1}{2}$  inch bore and hose pipe  $3\frac{3}{4}$  inch bore. A single line of this would be as effective as a double line of  $2\frac{1}{2}$  inch, and it does not weigh more than a single line of your heavy inlined  $2\frac{1}{2}$  inch hose, and probably would not cost so much; whereas the loss of friction is about a fourth of the  $2\frac{1}{2}$  inch hose single line.

We should be obliged if you will endeavour that the Halifax authorities will give this matter their careful consideration, and we feel confident the system which we recommend will be found the simplest and most effective. If they determine to try our cross frame branch holder and to use the  $3\frac{1}{2}$  inch couplings we should recommend the "Surelock" pattern, of which we enclose an engraving, and which has been adopted by the London Fire Brigade for their large hose and cross frame branch holder.

The proposed tests for the 800 gallon steam fire engine appear to us not to depend so much upon the work done by the engine as the effect which can be produced through certain lengths and sizes of hose pipe. The efficiency of these hose pipes and fittings enter very largely into the question, and we recommend that the Halifax authorities try the plan we use here, viz., that when using a long line of hose, instead of creating an excessive pressure at the engine, gradually diminishing to a low pressure at the jet, to increase the water-way through the hose pipe by either enlarging the hose or increasing the number of lines, and with a lower pressure at the engine, obtaining a better result at the jet.

In this manner we frequently work through much larger lines than 700 feet from the engine; in one of our later competitions we worked up a hill 100 feet high and at a distance of 1000 feet from the engine.

The tracing shows the breeching piece we use and fitted with non-return valves to each inlet allow the various lines to be connected up or disconnected at will, one line being then independent of another. When throwing the large jet to the height we guarantee three or four lines of hose must be breeched together and large hose used next to the large branch pipe, otherwise the altitude we state cannot be obtained.

We should be obliged if you would let us know by wire the decision of the authorities on this question, and say with the word "large" to mean accept engine under conditions you propose, or "small" must maintain conditions as per specifications.

We are perfectly certain if the matter is left in our hands we will surpass in all respects the conditions of the specifications both in time of raising steam, effect of jets, and the distances to which they are thrown both horizontally and vertically.

LONDON, August 14th, 1907.

MESSRS. AUSTEN BROS.,

118 Hollis St., Halifax.

DEAR SIRs,—Reverting to your letter of the 23rd ulto., we have carefully gone into the question of the hose pipes for the tests of the fire engine which is now near completion, and it appears to us the most satisfactory way would be if the Halifax authorities agree to lend us the hose for the tests as proposed in our telegram of the 12th inst. In ours of the 21st May we say, "we shall have to purchase 1400 feet of strong hose and shall have a difficulty in disposing of this, we shall have to make 14 pairs of couplings to your pattern and obtain an expanding tool for fixing the hose into the couplings." This will cost us about £130 for tests alone.

The approximate price we gave as £130 referred to the hose alone here.

In your letter of the 19th ulto you say, "we however never use leather hose here and will not. Our hose is all in 50 feet lengths. Any hose you supply must also be in this length. Kindly wire us on receipt of this saying what style of hose you would supply, whether rubber, linen or rubber lined cotton for the £130 freight and duty paid with engine at Halifax, N. S., in 50 feet lengths, and fitted with expansion ring coupling same as sample we forwarded to you."

If you read our letter of May 31st you will see that the £130 was an approximate price that we should be put to for hose and couplings without freight and duty.

We find on carefully going into the matter that 1400 feet of hose alone to stand a working pressure of 250 lbs (in fact the makers state a working pressure of 400 lbs.) we should guarantee the 250 lbs., would cost us for  $2\frac{1}{2}$ ", 1/11 per foot, and  $2\frac{3}{4}$ ", 2/- per foot delivered here.

We enclose two samples—one has a  $2\frac{1}{2}$ " bore but would not fit your standard pattern coupling, the other is  $2\frac{3}{4}$ " bore, and fits it correctly.

We should take great care of this hose in the tests to see that it is not damaged and we would then pass it over to you at the cost price as given above, you paying duty and charges.

We think the  $2\frac{3}{4}$ " would be the proper size to use.

If it is agreeable for you to take this hose we should then wish you to send us 28 pairs of couplings and a tube expander and 56 ferrules the ferrules of-course to fit this hose and your couplings, and expander suitable for fixing this  $2\frac{3}{4}$ " hose into your couplings.

The above proposition would hold good providing you cannot induce the Halifax authorities to lend us the 1400 feet of hose as suggested in our telegram of the 12th inst.

This would be the best thing to do since the conditions of the test here could be carried out exactly as they would be carried out subsequently in Halifax.

On receiving the couplings we would charge nothing for putting them in, simply asking you to credit us again with the cost of the couplings and ferrules.

We cannot get  $2\frac{1}{2}$ " hose at this end thick enough to fill out to your standard shank. Your hose must be exceedingly heavy and a quarter of an inch in thickness.

The samples of hose we are sending you is the strongest made over here. It is unfortunate the difficulty has arisen respecting the hose pipe as we should certainly like to thoroughly test this engine, in fact we must do so before leaving here and obtain a clear certificate that the tests have been properly completed.

We believe the hose of which we are sending samples would come to you at a much less cost than you could obtain it at your end, so we should be very much pleased if you could make some suggestion to help us over the difficulty.

Certainly it never was contemplated that such a heavy cost would have to be gone



to to fulfil the tests and we sincerely hope you will have been able to induce the authorities to lend us your standard hose so that the tests can be carried out exactly as specified.

SHAND, MASON & Co.

Also read report of J. P. Esdaile, James H. Dow and E. Condon re size of hose for tests of engine.

The following resolution is submitted :—

*Whereas*, in the schedule of tests forwarded to London in re the purchase of a fire engine from Shand, Mason & Co. it was stipulated that 2½ inch hose be used, and as no 2½ inch hose can be purchased in England thick enough to fill the shank of our couplings ;

*And whereas*, it is also shown that the English 2½ inch hose exactly fits our couplings ;

*Resolved*, that 1400 feet of 2½ inch hose according to sample be purchased from Shand, Mason & Co. through Austen Bros. at two shillings f. o. b. England.

*Further resolved*, that a series of tests be made with such hose as already specified in series of tests sent to Shand, Mason & Co. for 2½ inch hose.

Moved by Alderman Johnson, seconded by Alderman Douglas and passed. Alderman Hubley dissenting.

Alderman Johnson gives notice of motion to rescind resolution passed February 12th, 1907, in re tests of Shand Mason & Co., steam fire engine.

Read reports Committee on Works and City Engineer re Water Meters.

#### WATER METERS.

CITY WORKS OFFICE, August 21st, 1907.

To the City Council :

GENTLEMEN,—At a meeting of the Committee on Works held July 26th a Minute-of-Council was read adopting the Committee's report on the City Water Supply. In accordance with said Minute your Committee advertised for tenders, and at a meeting held on August 21st it was resolved to purchase

2,000 half-inch Trident Meters,  
100 three-quarter "  
900 half-inch Lambert Meters,

As per Engineer's report attached.

R. T. MACILREITH, *Mayor and Chairman.*

CITY ENGINEER'S OFFICE, August 21st, 1907.

*His Worship the Mayor :*

SIR,—The tenders received by the Committee on Works for meters, arranged in the order of price, were as follows :

Niagara .....	\$ 8.47	\$12.63	Galv. iron case with couplings.
" .....	8.70		" " "
Worthington .....	9.10	15.50	
American .....	9.59	14.31	Bronze top, iron bottom, with coupling.
" .....	9.87		" " "
" .....	10.75		Bronze case, " "



Standard .....	10.55	15.97	Bronze case, iron bottom, with coupling.
Keystone .....	10.70	15.40	“
Columbia .....	10.60	16.20	without coupling.
Lambert .....	11.20	16.75	with coupling.
Trident .....	11.98	17.34	Cast iron bottom,
Nash .....	11.98	17.33	“
Hersey .....	11.95	17.25	without coupling.
“ .....	11.98	17.34	with coupling.
Trident .....	13.26	19.89	Resilient bottom,
A. A X Empire .....	14.53	23.07	“
Siemens .....	15.40	16.95	without coupling.
Crown .....	17.08	30.08	with coupling.
Kennedy .....	23.10	31.85	without coupling.

I have gone carefully into the merits of the different meters not only with the representatives of the manufactures, but with Mr. Morrison.

The Niagara meter has a gal. iron case or shell ; a screen inside ; drains dry when the water is turned off ; has a bottom connected by four bolts and the disc chamber screwed on. Gal. iron will corrode in our water and the meter would be put out of service by the tubercules forming on the iron. The Niagara meter is the disc type.

The Worthington meter has a gear train not so simple as the Niagara and not so easy to repair ; screen inside ; disc chamber screwed on ; bottom does not drain dry ; bottom connected by six bolts ; workmanship somewhat rough. The Worthington meter is disc type.

The American meter is the same as the Niagara except that the cheapest has a bronze top and cast iron bottom while the highest price has an entire bronze case. The screen is inside ; bottom connected by six bolts. In the cast iron bottom the iron will corrode and close the inlet besides affecting the working of the meter. The American meter is of the disc type.

The Standard meter is a piston type ; has no strainer at all ; bottom connected by six bolts ; workmanship very rough ; inlet a peculiar make and in my opinion liable to cause trouble. The piston is of flimsy construction and not likely to be durable or reliable in our water. The top and bottom do not come together readily and the meter does not promise economical maintenance.

The Keystone meter is of the disc type ; iron top ; does not drain dry ; screen inside ; disc chamber screwed on ; workmanship rough ; bottom connected by six bolts ; cast iron top will corrode and soon stop the gear train as the gear wheel is very close to the case.

The Columbia meter was not submitted although a tender was put in, consequently I cannot report on it.

The Lambert meter is of the disc type, does not drain dry ; the register hands all turn one way unlike any of the other registers ; the disc is re-inforced by a plate in the centre ; strainer will be provided inside the meter or in the coupling ; ten bolts fasten the bottom to the top, covered with brass nuts which will prevent corrosion to the bolts.

The Trident meter is of the disc type ; cast iron bottom or resilient bottom ; the cast iron being protected by a brass coating which will prevent corrosion ; guaranteed in case of freezing only the cast iron bottom will be damaged, which costs thirty-five cents. The resilient bottom is guaranteed against all damage.

The Nash is a disc meter ; disc chamber screwed on ; freezing likely to damage meter works ; works not so easily accessible or easily repaired as Trident ; six bolts, screen inside, bronze case.

The Hersey is a disc meter with a cast iron bottom which will corrode and interfere with the working of the meter.

The Empire meter is a good meter, but has a bronze top and cast iron bottom.

The bottom will corrode quickly in our water and interfere with the working of the meter. The screen is inside.

The Siemens meter is an English meter which we have used in the past and which has proved expensive for maintenance and they are more difficult to repair than the American meters.

The Crown meter is of the Rotary Piston type the top being of cast iron and the bottom bronze. Cast iron will corrode in our water and interfere with the working of the meter.

The Kennedy meter is a tumbler meter and too expensive for our requirements.

For the reasons given, the Niagara meter cannot be recommended, neither can the American meter with the bronze top and iron bottom or the Keystone meter. The Standard and the Columbia should also be rejected for the reasons given. This leaves in order of price the Worthington at \$9.10 and \$15.50, the American at \$10.75 and the Lambert at \$11.20 and \$16.75. I have tested these three meters very carefully and find that the Worthington meter will allow water to run through it at the rate of one gallon in a little more than five minutes before it will begin to register. This would mean that a great deal of water could be wasted without detection. The American meter is very little better, the register allowing a gallon to run through in a little more than six minutes without registration. The Lambert meter registers water running at the rate of one gallon in eleven minutes, which is a very fine stream. Next to the Lambert meter in price comes the Trident, which we have had in service since 1898. At least two-thirds of the meters which it is proposed to purchase this year will be placed where there is danger of freezing. From observation, experience and testing I have no hesitation in giving the opinion that the Trident meter is the only meter which can be safely frozen without risk of damaging other parts of the meter besides the bottom, in which case it is difficult to repair them without expert men. In the case of the Trident the resilient bottom gives sufficiently under the pressure of the freezing to relieve the working parts. In the cast iron bottom with brass protection the bottom breaks under the pressure relieving the interior of the meter of all other pressure. The disc chamber is not screwed in, but is made in two sections so that in case of freezing it can separate without destroying either the chamber or the disc. The disc itself is provided with what is called by the makers a thrust roller which reduces the wearing of the disc and diaphragm and also the probability of breakage of the disc. There is no question in my mind that the Trident is the only meter submitted which we should put in where there is danger of freezing. Where houses are frost-proof and there is not much danger of freezing it is possible that a meter cheaper in first cost will also be cheaper in the long run. The only way to determine that is to try them, and I would therefore recommend that 2000  $\frac{1}{2}$ " Trident meters, 100  $\frac{3}{4}$ " Trident meters with cast iron bottoms and 900  $\frac{1}{2}$ " Lambert meters, all with strainers in the couplings, be purchased. These two meters are the only two with which the manufacturers propose to furnish strainers in the coupling. This makes the cost of maintenance considerably lower than the other meters with the strainer inside the meter. It is only necessary to disconnect the coupling, bend the lead pipe slightly and take out the strainer in order to clean it, and as the sediment and rust in our water corrodes the strainers this work has to be done from time to time.

In the other meters it would be necessary to take the meter off, take it to pieces, remove the strainer and clean it and put the meter together again, the difference in time and consequently in cost being considerable.

F. W. W. DOANE, *City Engineer.*

The following resolution is submitted :—

*Resolved*, That the City Engineer's report re water meters be sent back to the Committee on City Works and that the Clerk of Works be instructed to write to different Canadian and American Cities where water meters have been introduced and get information regarding (1) accuracy, (2) durability, (3) cost of maintenance, (4) least trouble to the consumer; and any other information available regarding water meters.

Moved by Alderman Hawkins, seconded by Alderman Kelly and passed.

Alderman Johnson submits the following resolution:

*Whereas*, The City of St. John is holding a Firemen's Tournament on Labor Day and the day following,

*And whereas*, a number of the City call-men intend to participate in the Tournament,

*And whereas*, said call-men receive but a small salary from the City,

*Therefore resolved*, that \$300 be granted to pay the expenses incidental with this Tournament and that said \$300 be taken from the estimates for the Fire Department.

Moved by Alderman Johnson, seconded by Alderman Archibald.

Alderman Hubley asked for the opinion of the City Solicitor as to the legality of this resolution.

The City Solicitor answered that the proposed resolution was illegal.

#### QUESTIONS BY MEMBERS.

Alderman Hubley asked when the repairs to Windsor Street would be made by the Tramway Company.

His Worship the Mayor stated that the Tramway Company had been notified in respect to the matter by the Committee on Works.

#### MOTION BY MEMBERS.

Alderman Hubley submits the following resolution:

*Resolved*, That the Engineer report on the advisability of laying a crossing on Brunswick Street at the head of Hurd Street.

Moved by Alderman Hubley, seconded by Alderman Kelly and passed.

Moved by Alderman Whitman, seconded by Alderman McManus that the Council adjourn. Motion passed.

Council adjourns 12 o'clock.



## EVENING SESSION.

8.10 o'clock.

COUNCIL CHAMBER, CITY HALL, September 12th, 1907.

A meeting of the City Council was held this evening at the above hour. There were present His Worship Mayor MacIlreith and Aldermen Shaffner, Whitman, Johnson, Chisholm, Douglas, McManus, Hubley, Kelly, Hoben, Davison, Campbell, Martin, Hawkins and MacKenzie.

The Council was summoned to proceed with business standing over and the transaction of other business.

### PRESENTATION OF PAPERS.

The following named papers are submitted :

Report Laws and Privileges Committee, by Alderman Johnson, Chairman.

Report Committee of Firewards, by Alderman Johnson, Chairman.

Report Charities Committee, by Alderman MacKenzie, Chairman.

Report Commissioners of Halifax Common, by Alderman Kelly, Acting-Chairman.

Annual report Commissioners of Halifax Common, by Alderman Kelly, Acting-Chairman.

Report Committee on Finance, by Alderman Johnson, Chairman.

Report Chairman Finance Committee re City Debt.

Report City Prison Committee, by Alderman Hubley, Chairman.

His Worship the Mayor submits the following named papers :

Various legal opinions in re civic assistance to Silliker Car Company.

Report Chief of Police re Sunday violations of Liquor License Act.

Report Police Committee re accounts.

Report City Engineer re crossing Brunswick Street.

Report City Engineer re paving Buckingham Street.

Reports (4) Committee on Works, viz. :

Accounts.

William Cooley's claim, Dublin Street.

Quinpool Road and Preston Street sewer.

Pleasant Street paving.

Report Board of Health re claim James Conlon.

- Letter Davis & Fraser re tax exemption.  
 Cash Statement City Collector for July.  
 Letter Trades and Labor Council re license for Circus.  
 Letter Supervisor of Coal Weighers in re appointment of two weighers.  
 Letter Patrick Kehoe re his claim for damages.  
 Invitation to Mayor and Council to attend lecture of General Booth, Salvation Army.  
 Letter E. Foran re sidewalk Cornwallis Street.  
 Petition Allan McCarthy to change name of John's Lane.  
 Alderman Johnson, Chairman Finance Committee, submits letter J. C. Mackintosh & Co. re City Loan.  
 Alderman Johnson, Chairman Fire Wards, submits letter Acadia Sugar Refinery re steamer "Mikado."

REFERENCE OF PAPERS.

- Read Cash Statement City Collector for July. Filed.  
 Read report Chief of Police reporting no violations of Liquor License Act on Sunday since last meeting of Council. Filed.  
 Read petition of Allan McCarthy for changing the name of John's Lane to Armoury Street.  
 Referred to Committee on Works for report.  
 Read Annual Report Commissioners of Halifax Common for 1906-7. Filed.  
 Read petition E. Foran re sidewalk Cornwallis Street.  
 Referred to Committee on Works for report.  
 Read petition Trades and Labor Council against granting license for a Circus on Labor Day.  
 Ordered to be filed and acknowledged and the Secretary notified that the same reached the Council too late for consideration.  
 Read report City Engineer re street crossing Brunswick Street.

CROSSING BRUNSWICK STREET.

CITY ENGINEER'S OFFICE, Sept. 12th, 1907.

*His Worship the Mayor :*

SIR,—In accordance with the accompanying resolution of Council, I beg to report that the laying of a crossing on Brunswick Street at the head of Hurd Street was considered some time ago by the Works Committee and it was decided to lay a crossing this year.

F. W. W. DOANE, *City Engineer.*

Filed.

CONSIDERATION OF PAPERS SUBMITTED.

- Read reports Committee on Works and City Engineer re paving Buckingham Street.

## PAVING BUCKINGHAM STREET.

CITY WORKS OFFICE, Sept. 12th, 1907.

*To the City Council:*

GENTLEMEN,—At a meeting of the Committee on Works held this day the attached report of the City Engineer in re paving Buckingham St. was recommended to Council for adoption.

R. T. MACILBEITH, *Mayor and Chairman.*

CITY ENGINEER'S OFFICE, Sept. 12th, 1907.

*His Worship the Mayor:*

SIR.—The block of Buckingham St. between Granville St. and Barrington St. is continually washing out and it is very difficult to keep it in repair. The grade is too steep for either asphalt or bitulithic and when paved a block pavement will be the best material to adopt. We have on hand sufficient porphyry blocks to pave this block and the work could be done for about \$940 besides the value of the blocks. The property owners would pay back about \$750 and the Tram Co. \$250 to \$300 so that the City would get back more than they would expend. The balance after the work is done should go into the Paving Fund. I would recommend, under the circumstances, that this work be carried out by the City and that the block named between Granville and Barrington Streets be paved with porphyry blocks and that the Halifax Electric Tramway Company be requested to pave their track allowance with porphyry also.

F. W. W. DOANE, *City Engineer.*

Moved by Alderman Hawkins, seconded by Alderman McManus, that said reports be adopted. Motion passed. Alderman Hubley dissenting.

Read invitation to His Worship the Mayor and City Council to attend a lecture on September 24th by General William Booth, the founder of Salvation Army.

Moved by Alderman Johnson, seconded by Alderman Hubley, that His Worship the Mayor and Corporation accept the invitation and that an official address be presented to General Booth at a date and hour to be fixed and that Alderman Murray and Chisholm and the City Solicitor be appointed a special committee to prepare the address. Motion passed.

Read report Board of Fire Wards on various matters.

## REPORT BOARD OF FIRE WARDS.

COMMITTEE ROOM, CITY HALL, September 10th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—At a meeting of the Committee of Fire Wards held last evening it was decided to recommend to the Council as follows:—

1. That Charles Smith, Callman on No. 2 Hose, be fined \$1.00 for missing a general alarm of fire, box 93, August 6th, 1907.
2. That John Tobin be censured by the Chief for not reporting to his Captain and leaving the fire without permission, at the same alarm.
3. That Drivers Fultz, Coffin and Powell be censured by the Chief for loaning their



uniform coats to Callmen Charles Smith, John Tobin and Albert Syberg at uniform inspection held August 2nd, 1907, and that the men who borrowed the uniforms be excused on condition that they immediately provide themselves with uniforms.

4. That no member of the Call force be paid during illness for a longer period than three months in cases where illness is not contracted in performance of duty.

5. That Thomas Martin, Callman on Engine No. 3, be appointed Assistant Operator on Chemical Engine No. 1.

6. That Bernard Coy, Supernumerary on Engine No. 3, be appointed Callman on Engine No. 3, vice Thomas Martin, promoted.

7. That Joseph Power, Supernumerary on Engine No. 4, be appointed Callman on Engine No. 4, vice Charles Yetman, appointed Blacksmith.

8. That the resignations of James Feeley, John Feeley and James Harris, members of No. 4 Hose, and Albert Syberg, No. 2 Hose, be accepted.

9. That James Barnaby, William Crump, Thomas Griffin and John Zong be appointed Callmen, vice James Feeley, John Feeley, Albert Syberg and James Harris, resigned.

10. That the following report submitted by Chief Broderick be adopted by the City Council :—

HALIFAX, N. S., September 9th, 1907.

*To the Chairman and Board of Fire Commissioners :*

GENTLEMEN,—According to your instructions, I visited the saw mill corner of Maynard and Falkland Streets, and found the place unoccupied, no machinery or lumber on the premises, and would recommend that the place be boarded up or torn down, as the building is dangerous, and that the place in future should not be granted a license for a saw mill.

P. J. BRODERICK, *Chief Fire Department.*

In connection with the above mentioned building it is recommended that the attention of the Board of Health be called to the fact that the premises are in an insanitary condition.

11. That the Committee on Works be requested to notify the owners of the DeWolfe's carriage factory property, Robie and West Streets, to board up the buildings as a protection against danger of fire.

12. The Committee have received two tenders for the construction of a two-horse wagon with Hart turret attachment, one from the Truro Carriage Co., \$865.00, and one from H. Cameron & Co., for a Seagrave wagon, \$1,095.00.

The Committee recommend the purchase of a Seagrave No. 1 City Service Hose Wagon to be supplied in accordance with specification, provided Contractor will furnish ball bearings for the wheels and a rack for clothing instead of ladders, within sixty days from awarding of contract, delivered in Halifax for a sum not to exceed \$1095.00.

This recommendation is made with the idea of providing the City with an up-to-date wagon which local manufacturers may use as a model from which to construct others as they may be required.

13. That the City Clerk be instructed to notify all the moving picture shows in the City to supply the premises used by them with three-gallon fire extinguishers.

14. That the Committee on Works be instructed to attach hose to the stand pipes in the City Hall and to place two three-gallon fire extinguishers on each landing of the building.

15. The following accounts are recommended for payment :—

National Drug Co., acid and sponges, \$16.58. P. Poirier, horseshoeing, \$4.83. John T. Meagher, horseshoeing, \$12.91. A. Allison, harness, \$5.35. W. C. Knight, harness, \$64.55. Hillside Stables, carriage hire, \$5.00. W. H. Isnor & Sons, horse hire, \$7.00. T. Robinson, horse hire, \$3.00. J. S. Cashen, forage, \$343.33. J. F. Crowe & Co., soda, \$4.40. Cragg Bros., screws, 60c. J. A. Dunn, electro-plating, \$2.00. Frank Colwell, buttons, \$75.00. Globe Laundry, work, \$6.89. Can. Rubber Co., hose jackets, \$70.00. J. M. McGrath & Co., horse hire, \$10.00. S. Cunard & Co., coal, \$65.10. G. C. Bateman, keys, &c., \$9.75. A. M. Bell & Co., plyers, \$1.00. MacDonald & Co., machine work, \$16.91. Pitner Lighting System, light plants, \$145.55, \$38.35—\$183.90. J. A. Leaman & Co., lard, 48c. H. H. Fuller & Co., nozzles, &c., \$118.70. W. & A. Moir, machine work, \$5.56. Farquhar Bros., lamps, &c., \$24.97. L. Berrigan, helmets, \$172.00. J. C. Merlin, lumber, \$6.34. W. B. Fidler, work No. 4 hose wagon, \$173.79. Melvin & Co., hardware, \$5.09. Stairs, Son & Morrow, hardware, \$20.34, \$51.17—\$71.51. Halifax Tram Co., power, \$9.00; light, \$22.46—\$31.46. T. C. Johnson & Sons, badges, &c., \$12.15. Northern Elec. Co., alarm box, \$70.60. J. H. Mont & Co., carriage work, \$27.33. John Foley, mason work, \$181.20. Jas. Dempster & Co., lumber, \$1.50. Total, \$1810.78.

J. A. JOHNSON, *Chairman.*

Also read letter L. J. Hesslein in re Seagrave hose wagon.

September 12th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—In answer to the request made by your honorable Board of Fire Commissioners as to the alterations required in the Seagrave Service Wagon, that in place of the ladders and stanchions they place a neat clothes rack, also have the wheels supplied with ball bearings, and delivered within sixty days from date of order, for the sum of \$1,095.00, meets with the approval of Mr. Cameron, who will have operations started as soon as possible after receiving the order. Trusting this explanation will meet with your entire satisfaction.

LEWIS J. HESSLEIN.

Said report is considered clause by clause.

Clause 1 to 11 inclusive are severally read and adopted.

Read clause 12 re two-horse hitch hose wagon with turret attachment. Also read Mr. Hesslein's letter.

Moved by Alderman Hawkins, seconded by Alderman Martin, that said clause and Mr. Hesslein's letter be referred back to the Committee of Fire Wards for further consideration. Motion passed.

Clauses 13, 14 and 15 are severally read and passed.

The following resolution is submitted:—

*Resolved,* That the report of the Board of Firewards as amended be adopted as a whole and His Worship authorized to sign warrants for payment of accounts therein recommended.

Moved by Alderman Johnson, seconded by Alderman Hubley, and passed.

Read offer of Patrick Kehoe to accept the sum of \$1,250.00 in settlement of his claim in re Halifax and South Western Railway land damages.

## PATRICK KEHOE'S CLAIM.

HALIFAX, N. S., September 5th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—I hereby agree to accept the sum of twelve hundred and fifty dollars in full settlement of my claim for damages and for value of land taken arising out of the expropriation of a portion of my property for the right-of-way for the Halifax and South Western Railway.

PATRICK KEHOE.

Moved by Alderman Hawkins, seconded by Alderman Johnson, that the offer be accepted and that the City pay Mr. Kehoe said sum of \$1,250.00.

On motion the matter is placed on the Order of the Day with No. 1 thereon, viz., Alderman Johnson's notice of reconsideration of resolution adopting report of Committee on Works re claim of Patrick Kehoe for further compensation for land taken for Halifax and South Western Railway, August 30th, 1907.

Read report Charities Committee for August.

## CHARITIES COMMITTEE ACCOUNTS, &amp;c.

SEPTEMBER 4th, 1907.

*To His Worship the Mayor and Members of the City Council:*

GENTLEMEN,—The Charities Committee met this day and beg to submit the following report:

During the month of August there were 30 persons admitted into the City Home, 2 born, 20 discharged and 2 died. Of the number admitted 7 were chargeable to the Province and 23 to the City. The total number of inmates August 31st was 328 made up of 190 men, 132 women and 6 children.

The following accounts are recommended for payment, viz:

H. W. Wentzell & Co., Ltd., \$499.01. W. A. Maling & Co., \$276.05. P. T. Shea, \$128.83. Scotia Pure Milk Co., Ltd., \$74.40. George Grigoire, \$25.60. Henry Lovett, \$15.23. Halifax Elec. Tram Co., Ltd., \$19.55. J. S. Cashen, \$31.05. H. D. MacKenzie & Co., Ltd., \$72.90. Smith Bros., \$74.86. Brookfield Bros., \$4 52. A. M. Bell & Co., \$4.50. Wm. Stairs, Son & Morrow, Ltd., \$3.90. B. Mulcahy, \$219.32. Pay Sheet, \$626.33. V. G. Hospital, \$69.41. John F. Outhit, \$94.53. Patrick Dowd, \$6.00. Total, \$2245.99

G. A. MACKENZIE, *Chairman.*

The following resolution is submitted:—

*Resolved,* That the report of the Charities Committee be adopted and His Worship the Mayor authorized to sign warrants for the payment of accounts mentioned therein.

Moved by Alderman MacKenzie, seconded by Alderman Campbell, and passed.

Read letter Supervisor of Coal Weighers in re appointment of two coal weighers.



Moved by Alderman Hawkins, seconded by Alderman Douglas, that the same be placed on the Order of the Day with No. 12 thereon, viz: Letter Supervisor of Coal Weighers asking for appointment of two coal weighers, August 30th, 1907. All applications on file for said position. Motion passed.

Read report Commissioners of Halifax Common covering accounts.

#### PUBLIC GARDENS ACCOUNTS.

COMMITTEE ROOM, CITY HALL, Sept. 11th, 1907.

*To His Worship the Mayor and City Council:*

GENTLEMEN,—At a meeting of the commission held this day at 3 p. m., they had before them the following accounts which were approved and passed for payment, and the Secretary was requested to forward the same to the City Council for their information and concurrence: F. A. Shaw, \$20.69. T. C. Allen, \$3 00. O'Connell Bros., \$1.40. N. S. Nursery, \$2 10. J. E. Haverstock, \$12.00. H. E. Tram Co., \$2 47. J. M. Collins, \$1.25. Cragg Bros., \$3.00. H. H. Fuller, \$7.72. R. B. Adams, \$13.85. S. Cunard & Co., \$80.45. J. A. Simmers, \$5.70. Austen Bros., \$1.50. N. Drug & Chemical Co., \$17.12. J. M. McGrath & Co., cartage & freight, \$8.05. Donovan & Brennan, \$16.25. Farquhar Bros., \$1.40. A. M. Bell, 46c. R. T. Sinfield, \$7.00. Bentley & Flemming, \$10.00. Ben Reid & Co., £12 19s 8d

EDW. T. POWER, *Secretary.*

The following resolution is submitted:

*Resolved*, that the report of the Commissioners of Halifax Common be received and adopted, and His Worship the Mayor authorized to sign warrants for payment of the accounts therein recommended.

Moved by Alderman Kelly, seconded by Alderman Campbell, and passed.

Read report Finance Committee re accounts.

#### REPORT FINANCE COMMITTEE.

COMMITTEE ROOM, CITY HALL, Sept. 10th, 1907.

*To His Worship the Mayor and City Council:*

GENTLEMEN,—Your Committee on Finance beg to report that a meeting of the Committee was held this day at four o'clock, p. m., present Alderman Johnson, Chairman, Kelly and Hawkins.

The following accounts, amounting to \$536.89, were examined, found correct and are recommended for payment:—

Dr. W. D. Finn, M. E., Certificates of death of Lewis Heffler, \$4.00; Jas. Grose, \$4.00; Cornelius J. Ryan, \$4.00; Chas. Deal, \$4.00; Jas. Reardon, \$4.00; John Stonley, \$4.00; J. G. Lownds, \$4.00; Thos. Reyno, \$4.00; John Mahoney, \$4.00—\$36.00. Holloway Bros., printing minutes, \$52.65. A. & W. Mackinlay, Ltd, books—City Assessors, \$72.00; City Collector, \$50.80; City Clerk, \$22.00—\$144.80. Halifax Bill Posting Co., posting bills, \$2.00. Wm. McNab, printing Acts City of Halifax, \$14.00. Halifax Herald, advertising, \$4.59. William Webster, bal. on design City Arms, \$5.00. T. C. Allen & Co., stationery and blank forms—Mayor's Office, \$18.50; City Assessor's, \$12.75—\$17.50—\$30.25; City Collector's \$24.25—\$190.85—

\$215.10 ; City Clerk's Office, \$3.50 ; City Treasurer's \$5.00 ; License Inspector's \$5.50  
—\$277.85. Total, \$536.89.

J. A. JOHNSON, *Chairman.*

Also read statement by Chairman of Finance Committee re City Debt.

Moved by Alderman Johnson, seconded by Alderman Shaffner, that the report be adopted and that the statement submitted by the Chairman of the Finance Committee be printed in the Minutes of Council.

Moved in amendment by Alderman Kelly, seconded by Alderman Hubley, that the report of the Committee be adopted and the Chairman's statement filed.

After discussion it was moved by Alderman Chisholm, seconded by Alderman Douglas, "that the question be now put." Motion put and passed.

Alderman Kelly's amendment is now put and passed, 8 voting for for the same and 5 against it on a show of hands.

Read opinions in re Silliker Car Company's mortgage, from E. P. Allison, City Solicitor (2), and Robert E. Harris.

#### SILLIKER CAR COMPANY.

HALIFAX, Aug. 22nd, 1907.

F. H. BELL, ESQ., K. C., *City Recorder.*

DEAR SIR,—Referring to our conference of yesterday as to the respective rights of the City of Halifax and the Silliker Car Company, Limited, relative to the property to be included in, and the amount to be advanced upon the proposed mortgage, I now beg to outline shortly the contention of the Company in respect thereto. In the first place I may point out that under the Act and Agreement the City agrees to loan the Company \$125,000 to be secured by a mortgage on all the real property and plant of the Company and also by a chattel mortgage covering its plant and the substitutions, renewals and additions thereto. It is contended on behalf of the Company that under the provisions of Clause 5 of the Agreement the Amherst lands and properties formerly owned by Silliker and Company, Limited, are not to be included in the mortgage, and will never become subject thereto. If within one year from the formation of the Company (April 4th 1907), the sum of \$60.00 is received by the Company from those lands and properties in cash by monthly instalments of \$6000 and such amount is expended by the Company in its lands, buildings and plant at Halifax to be included in the mortgage. The City has the right to obtain the security of the Amherst lands and properties at the expiration of the above mentioned period if the Company fails to receive \$60,000 in cash within that time; and the Company is quite willing to have a covenant included in the mortgage binding it to give such further security by way of a further charge upon those lands and properties at the expiration of the above mentioned period in case of its default in carrying out the provisions contained in the above mentioned Clause 5. The Company further contends that the mortgage should contain a provision that in case such further charge is given on the Amherst lands and properties the same should be released by the City upon the carrying out by the Company of the provisions contained in Clause 5. The security provided for by Clause 5 is solely for the benefit of the Halifax stockholders, and does not alter, add to or take away from the security held by the City in any manner or form whatever.

Now relative to the amount to be advanced under the mortgage I wish to point out that the same is fixed at \$125,000 which under clause 8 is to be paid in instalments "as the buildings of the Company are erected, or lands acquired for the purpose of the

Company," in fixed proportions "of one dollar to each two dollars so expended by the Company." The subject-matter of the whole Agreement is to aid the establishment of a car building and wood-working plant in the City of Halifax. The Company is bound under the terms of the Agreement to give to the City as security all its real estate and plant and hence, it is submitted, that the intention is clearly to have the advances made in instalments as the real estate, factories and plant are acquired and erected. The words "Buildings of the Company" in the second line of Clause 8 should be read to include the fixed plant and machinery contained therein and used in the business and for the purposes of the Company; The word "buildings," which here means "factories" should not be read, it is submitted, in the narrow sense of "houses" but in the broader sense which is given to the word under the Mechanic's Lien Laws and Tax Laws where it has been held that the word "building" includes the fixed machinery therein.

In addition to this the intention of the Act and Agreement and the meaning of the expression "as the buildings of the Company are erected, or lands acquired for the purpose of the Company" in clause 8 are clearly shown from the preceding words of clause 5, which are "and the amount so paid is bona fide expended by the Company in the purchase of land or the construction of buildings and the purchase of plant to be included in the mortgage" and that it is clear that the words "so expended" in the fifth line of clause 8 are equivalent to the words just quoted in clause 5.

Any other construction will, it is submitted, render the agreement abortive as the real estate and buildings will not cost at the outside more than \$70,000 and if the amount advanced is to be limited to the proportionate amount expended by the Company for such two purposes the Company will only be able to obtain a loan of \$35,000 in all which is clearly not the intention.

No doubt the word "plant" was omitted from clause 8 through an oversight.

E. P. ALLISON.

CITY SOLICITOR'S OFFICE, July 23rd, 1907.

*His Worship Mayor MacIverith:*

DEAR SIR,—In this matter I beg to report that I have had a lengthy conference with Mr. E. P. Allison, the solicitor of the company, at which the construction of the agreement for a loan by the City to the company and the confirming Act, Cap. 70, 1907, were discussed. As we were unable to agree, I requested Mr. Allison to put his views in writing, which he has done in a communication which I enclose. I am still unable to concur in the views expressed for the following reasons:—

The first point is as to the construction of clause 5 of the agreement, which provides for the inclusion in the mortgage to be given the City as security of the lands at Amherst now owned by Silliker & Company, Limited, unless that company within one year by instalments pays in cash the sum of sixty thousand dollars on account of its stock in the Car Company. Mr. Allison's contention is that the security on these lands is not to be given until and unless failure has occurred in the alternative obligation to pay the \$60,000 in cash within the year. It appears to me that this construction would defeat the very object of the clause. A security to be given only after failure of the event which it is intended to secure is no security at all. Within the year the owners of the lands may entirely dispose of them. No charge or covenant by the Car Company as suggested by Mr. Allison would prevent their doing so. Suppose that for any reason Messrs. Silliker fail to pay the \$60,000, what becomes of the security after the land has gone. The agreement provides for only one mortgage, which of course must be given for the whole amount of the loan and before any money is advanced. There is no suggestion of a second or additional mortgage. It appears to me, therefore, that the only legal construction of the clause is that these lands are to be included in this mortgage, and that the company will be entitled to a release of them as soon as Silliker & Company have paid the \$60,000 on their stock.

The second point is the contention that under clause 8 of the agreement the company is entitled to take into account as part of the expenditures which will entitle it to the money lent by the City, not only the money expended in the purchase of land and



the erection of buildings, but also the money expended in the purchase of plant and machinery. I can only say that such a construction is to my mind quite untenable. The language of the section is perfectly plain. In the absence of any reason to the contrary, the language of a statute is to be understood in its popular and every-day acceptance; and according to my understanding of that neither "the acquisition of land" or "the erection of buildings" includes the purchase of machinery and could not contain by implication any reference to the somewhat recondite legal doctrine by which certain things when affixed to land are held to become in law a part of it.

As to Mr. Allison's reference in this connection to the language of Section 5 under which the money to be paid by Messrs. Silliker may be expended in the purchase of plant, I would draw from the difference in the language an inference directly the opposite to his, namely, that the parties had in mind a clear distinction between land and buildings and plant, and when they intended to authorize an expenditure in the latter were careful to say so.

As to Mr. Allison's suggestion that the word "plant" was omitted from clause 8 by oversight, I can only say that I know of none. I was most solicitous throughout all the negotiations leading up to the agreement to comply exactly with the resolution and instructions of the committee which had the matter in charge. In almost all cases the exact words resolved upon were taken down at the time by the clerk of the committee or myself. My drafts were in all cases submitted to the chairman of the committee, and copies of them were furnished Mr. Hart on behalf of the company, and I can only say that I intended them to mean what I think they say.

F. H. BELL, *City Solicitor.*

HALIFAX, N. S., Sept. 10th, 1907.

F. H. BELL, ESQ., *City Recorder.*

DEAR MR. BELL,—In this matter you have asked me to give you a memo. of the argument made before you and the other members of the committee of the City Council in connection with the application of the Silliker Car Company for payment over to it of a portion of the loan agreed to be made by the City.

1. With regard to the interpretation to be put upon clause 5 of the agreement, it is submitted that the plain interpretation is that no mortgage is to be given upon the Amherst properties in any event until the expiration of one year from the time when the Company is formed, and no mortgage is to be then given if within that year the Company has received from the Amherst parties the sum of \$60,000 and invested it as provided by this clause of the agreement.

I would like to point out that the Silliker Company, Limited, proposes to transfer at once to the Silliker Car Company, Ltd., all the Amherst properties. I understand that something like \$15,000 has already been paid, and as soon as the siding is completed, it is proposed to deliver to the Car Company in Halifax, lumber required by it in its business of the value of about \$30,000. If this is taken over as is proposed there will be only a balance of about \$15,000 to be paid under the agreement to make up the \$60,000.

The Silliker Car Company is quite willing to agree to execute a mortgage upon any of the Amherst properties unsold at the end of the year in case the whole of the \$60,000 has not been paid in the meantime. This mortgage is to be released when the balance of the \$60,000 is paid and expended as required by the agreement. This gives the City all the protection that the Act contemplated, and I submit all that it can reasonably ask for under the agreement.

2. With reference to the interpretation to be put upon clause 8 of the agreement, it is, I understand, suggested that the amount expended upon machinery and plant is not to be included in the amount of expenditure in respect to which the City is to advance in the proportion of one dollar to each two dollars expended. It is common ground that in starting car works the principal item of expenditure is for plant and machinery. The land and buildings are much the smaller part of the total expenditure. This was well understood by the Committee and the City Council as well as by those interested in the Company from the beginning.

In the proposal which was first made to the City Council and which is the same in this respect as the prospectus incorporated in the agreement the sum mentioned to be expended in connection with the works and plant was about \$200,000. Both parties to the agreement understood that the larger part of this \$200,000 would be spent in machinery and plant and not in land and buildings.

If the terms "buildings" and "land" in clause 8 of the agreement are not to be read as including the machinery and plant the whole object of the agreement is defeated. The Company can never put itself in a position to get the amount of the proposed loan because it will never be able to show an expenditure of \$185,000 unless the machinery and plant are included. The Company cannot expend on land and buildings enough to entitle it to draw more than a small percentage of the money.

In the face of these "surrounding circumstances" it is submitted that no interpretation should be given to the agreement which will render it nugatory, but on the other hand the words should be given such an interpretation as will carry out the obvious intention of the parties. Both parties agree that the words "lands" and "buildings" were intended to include "plant and machinery" and it is submitted that the agreement should be so interpreted.

It is a well known rule of construction that the grammatical and ordinary sense of words is not to be adhered to where it leads to an absurdity or some repugnance or inconsistency with the rest of the instrument, but the grammatical and ordinary sense of the words is in such case to be modified so as to avoid that absurdity or inconsistency.

It is also another leading rule of construction that the particular words of the contract are to be construed with reference to the intention to be drawn from the whole.

If we look at the latter part of clause 8 of the agreement, it will be found to read as follows:—

"When the Company has so expended \$185,000" I understand both parties agree that this \$185,000 is made up in part by the \$60,000 referred to in clause 5, which is to come out of the Amherst properties. It follows that the words "so expended" in the latter part of clause 8 of the agreement mean and include expenditure on lands, buildings, plant and machinery. This is obvious because under clause 5 the whole of the \$60,000 may be expended on plant and machinery. The words "so expended" when used twice in the same clause should receive the same construction in each case. This means simply that the words "land and buildings" as used in the first part of clause 8 should be interpreted to include plant and machinery. In this connection it must be borne in mind that much of the plant and machinery as soon as it is put in the building becomes part of the real estate.

I understand it has been suggested that the latter part of clause 5 makes against the interpretation of clause 8 for which I am contending. I think this is a misconception of clause "5." If you look at the latter part of it it is I think obvious that the draughtsman had in mind only two classes of expenditure.

(a) In the purchase of land.

(b) In the construction of buildings and the purchase of plant. The words used are "in the purchase of land or the construction of buildings and the purchase of plant."

If he had in mind three classes of expenditure I think the clause would have read:—  
"In the purchase of land, the construction of buildings or the purchase of plant."

If this part of clause 5 is to be read, as I submit it is, as dealing only with two classes of expenditure:—

(1) On land.

(2) On buildings and plant.

It assists the construction I contend should be placed on clause 8.

For the reasons above suggested I submit that clause 8 should be given such a construction as will carry out the admitted and apparent object and intention of the parties and prevent the agreement from becoming absolutely nugatory, and I submit that the words "buildings or land" should be read as including plant and machinery.

I would like in conclusion to point out that relying upon getting the money from the City in accordance with the original understanding, a large amount of stock was subscribed for by the citizens of Halifax and the Company has proceeded in good faith with its work and has expended a large sum on its buildings, plant and machinery. Any delay in the payment over of the loan would be most detrimental, as large orders for machinery have been given by the Company, which must be paid for as delivered or very soon thereafter.

ROBT. E. HARRIS.

RECORDER'S OFFICE, Sept. 12th, 1907.

*His Worship the Mayor :*

SIR,—Since giving you my former opinion in writing on this matter I have had the opportunity of hearing the company's contention stated by Mr. R. E. Harris, K. C., at two meetings, and also of reading his written argument. Though I am still of opinion that the construction put by me on clause 8 of the agreement is the correct one, I have too great a respect for the opinions of Mr. Harris and of Mr. Allison not to recognize that the question is a doubtful one, respecting which lawyers may well differ. The very fact that two gentlemen of good standing in the profession take an opposite view of the clause from my own should of itself prevent my being too dogmatic or too positive in my opinion. While still believing that my own construction of the clause is the correct one, it is clear that another view may be taken of it on which the Council may act if it sees fit, especially if satisfied that in so doing they will be only carrying out the understanding on which they entered into the agreement with the company.

The facts in reference to clause 5 were not before me at the time I gave my previous opinion, and it appears to me that the payment by Messrs. Silliker of the greater part of the \$60,000 agreed to be paid for their stock and the transfer by them of the Amherst land to the Car Company with an undertaking by the company to give a further charge on them if required remove the difficulties which I then foresaw.

F. H. BELL, *City Solicitor.*

Moved by Alderman Whitman, seconded by Alderman Hawkins, that this whole matter be referred to the Committee on Laws and Privileges for report.

Moved by Alderman Martin, seconded by Alderman Johnson, that Mr. A. M. Bell be heard by the Council on the subject. Motion passed.

Mr. Bell now addresses the Council.

The following resolution is submitted, in amendment to Alderman Whitman's motion :—

*Whereas*, doubts having arisen as to whether under section 8 of the agreement between the City of Halifax and the Silliker Car Company, Limited, the amount expended by the company in the acquisition of land and the erection of buildings should be deemed to include the amount expended by the company in the purchase of plant and machinery ;

*And whereas*, this Council when entering into the said agreement understood that the amount so expended in plant and machinery was to be so included and is desirous that that understanding should now be given effect to ;

*Therefore resolved*, that this Council is of opinion that on the true construction of the said agreement the amount expended by the company in the purchase of plant and machinery shall be taken into account for the purpose of computing the amount expended by the company for the purpose of obtaining the money agreed to be advanced by the City, and the Mayor and Treasurer are authorized and directed to advance the said money in accordance with such construction.



Moved by Alderman Johnson, seconded by Alderman Douglas.

The amendment being put is passed, 8 voting for the same and 5 against it, as follows :—

For the Amendment.

Against it.

<p>Aldermen Johnson, Douglas, McManus, Hoben, Kelly, Davison, Martin MacKenzie—8.</p>	<p>Aldermen Shaffner, Whitman, Chisholm, Hubley, Hawkins—5.</p>
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Read report City Prison Committee re accounts, &c.

#### CITY PRISON ACCOUNTS, ETC.

COMMITTEE ROOM, CITY HALL, Sept. 9th, 1907.

#### *His Worship the Mayor and City Council:*

GENTLEMEN,—Your Committee on City Prison beg to report that a meeting of the Committee was held this day at three o'clock p. m. Present—Aldermen Hubley, Chairman, Shaffner, Douglas, Johnson and Martin.

The following accounts, amounting to \$101.63, were passed as correct, and are recommended for payment, viz. :—

Halifax Electric Tram Co., light, \$103.00. Jordan & Mann, shoeing, \$3.01. James Davidson, shoeing, \$4.50. A. & W. Mackinlay, books, \$8.50. Arch. Graham, 2 suits clothes, \$12.00. H. L. Hart, 2 pairs boots, \$3.00. Thos. Little & Son, dry goods, \$9.69. Hillis & Son, stove fittings, \$7.08. W. E. Crowe & Co., groceries, \$16.05. Dominion Molasses Co., molasses, \$26.93. A. S. Austen, hardware, \$2.09. J. Henry Barnstead, boots, \$1.75. W. S. Walker, 1 suit, \$6.00. Total, \$101.63.

Your Committee further report that they had under consideration the account of Mr. Geo. F. Brady of \$450.00 for repairs to Prison buildings. At the request of Committee Alderman Hawkins, the late Chairman, appeared before your Committee, and he stated that acting under authority of a resolution passed at a meeting of the Prison Committee held on the 17th April last passed he had made a contract with Mr. Brady for this work (based on the estimate prepared by the City Engineer) for \$450.00, which was \$50.00 less than the Engineer's estimate.

The Chairman and Alderman Shaffner stated that no authority had been given the late Chairman to make a contract for this work, as the Chairman stated at the time that the nature of it was such that it could not be tendered for, the Committee were of opinion that it could only be done by day's work, and they thought the bill exorbitant.

A lengthy discussion followed.

Moved by Alderman Johnson, seconded by Alderman Douglas, that the bill of George F. Brady be paid. Motion passed, the Chairman and Alderman Shaffner dissenting.

Your Committee further report that tenders were asked for a quantity of old bones, junk, etc., and that they have accepted the tender of Mr. Wm. McFatridge, \$14.00 per ton.

ANDREW HUBLEY, *Chairman.*

The same is considered clause by clause.

Read clause 1 re accounts.

Moved by Alderman Hubley, seconded by Alderman Johnson, that said clause be adopted and the accounts paid. Motion passed.

Read clause 2 re account of G. F. Brady.

Moved by Alderman Johnson, seconded by Alderman Douglas, that the account of George F. Brady be paid.

The following amendment is submitted :—

*Resolved*, That the account of George F. Brady for \$450.00 for work done and materials provided for the City Prison during the months of May and June, A. D., 1907, be placed on the Order Paper and that a special committee be and is hereby appointed composed of Aldermen Hoben, Campbell, Chisholm, McManus, Archibald and MacKenzie.

And said Committee is hereby authorized and empowered to investigate and report whether the City has received value for the amount of said account of George F. Brady amounting to \$450.00

And that said Committee be further authorized and empowered to investigate and report on another account of said George F. Brady against the City of Halifax, dated June, 1906, for work done at the City Prison for which he was paid the sum of \$467.00, as to whether the City received value for the amount of said last mentioned account and if not who is responsible for the same.

And that said Committee be further authorized to investigate and report on the quality of the materials used and the work done.

And it is further resolved that the said Committee be and are hereby authorized to call witnesses and examine the same and to collect evidence and also expert evidence in regard to the above and also by whom the several services mentioned in said accounts were performed.

And it is further resolved that the said Committee report to this Council in regard to the above matters at an early date.

Moved by Alderman Hubley, seconded by Alderman Shaffner.

The amendment being put is passed 9 voting for the same and 3 against it as follows, Aldermen Martin and Hawkins being excused from voting :—

For the Amendment.

Against it.

Aldermen Shaffner, Whitman, Chisholm,	Aldermen Johnson, Douglas
McManus, Hoben, Kelly,	MacKenzie—3.
Hubley, Campbell, Davison—9.	

Read letter Acadia Sugar Refining Co., Ltd., offering use of steamer "Mikado" for fire purposes.

Moved by Alderman Johnson, seconded by Alderman Hubley, that, the City Clerk acknowledge the receipt of this offer, that the thanks of the City Council be tendered to the Acadia Sugar Refining Co., Ltd., for the services of the steamship "Mikado," that the Fire Department be authorized to pay out of their appropriation the cost of telephone communication to the house of the Captain of the "Mikado," and that the Nova Scotia Board of Fire Underwriters be requested to reduce the fire insurance rates the five cents promised for the placing in commission of one fire boat. Motion passed.

Moved by Alderman Hawkins, seconded by Alderman Shaffner, that

the special Committee appointed to investigate the accounts of George F. Brady for work and materials supplied for the City Prison also investigate and report upon the matter of teams of I. B. Shaffner & Co. delivering goods at civic institutions. Motion passed.

Read letter J. C. Mackintosh & Co. in re City Loan.

#### CITY LOAN.

September 12th, 1907.

F. H. BELL, Esq., *City Solicitor* :

DEAR SIR,—We have a cable to-day from our London correspondents asking whether in the event of a sale of City of Halifax bonds in that market the City would be willing to give a written guarantee to take the bonds back at issue price in case the Legislature should not pass the required Act at the next session. Alderman Johnson, the Chairman of the Finance Committee, has told us in conversation that he thinks there will be no difficulty to receive such a guarantee from the City. He asks that you prepare the necessary resolutions to be presented at to-night's meeting of the City Council. We have telephoned you to the above effect.

J. C. MACKINTOSH & Co.

The following resolution is submitted :—

*Whereas*, the City of Halifax has undertaken to procure at the next session of the Legislature an Act to dispose of certain doubts that have arisen respecting the extent to which the stock, bonds or debentures of the City constitute a lien upon the property and income of the City ;

*And whereas*, certain persons in London, G. B., have expressed a willingness to take such stock, bonds or debentures on the assurance that such Act will be so passed ;

*Therefore resolved*, that if the City fail to procure the passage of such Act at the next session of the Legislature the City will take back from the holder thereof any such stock, bonds or debentures at ninety-one dollars and forty-five cents with accrued interest for each one hundred dollars of such stock delivered in Halifax.

Moved by Alderman Johnson, seconded by Alderman Whitman, and passed.

Moved by Alderman Johnson, seconded by Alderman McManus, that No. 14 on Order of the Day be now taken up. Motion passed.

Read No. 14, viz : Alderman Johnson's notice of motion to rescind resolution passed February 12th, 1907, re tests of Shand, Mason & Co. steam fire engine so far as the same relate to diameter of hose. Verbal. August 30th, 1907.

Moved by Alderman Johnson, seconded by Alderman McManus, that the resolution passed this Council February 12th, 1907, relating to certain tests to be applied to the steam fire engine to be constructed for the City of Halifax by Shand, Mason & Co., be rescinded in so far as the same refer to the internal diameter of the hose to be used and that the words "two and three-quarter inches" be substituted for the words "two and one-half inches," wherever the latter occur in the said tests.

Provided that the substituted tests demonstrate to the satisfaction of Messrs. Esdaile and Dow steaming power equal to that called for by



the tests originally specified, and provided the change in the test in nowise prejudices the contract. Motion passed.

Alderman Martin, seconded by Alderman Davison, moves that the following resolution be referred to the Committee on Works for report.

*Resolved*, That the Engineer be instructed to lay a crossing across Maynard Street at foot of Harris Street.

Motion passed.

Read report Committee on Works covering accounts for payment.

CITY WORKS ACCOUNTS.

CITY WORKS OFFICE, Sept. 12th, 1907.

*To the City Council:*

GENTLEMEN,—The Committee on Works met this day and the attached bills for the several services were submitted, approved and recommended for payment:—

Permanent Paving .....	\$ 6490 83
Street Lighting .....	1548 95
Sewer Loan .....	1329 30
Water Maintenance .....	976 26
Streets .....	597 87
City Property .....	208 16
Permanent Sidewalk .....	202 80
Internal Health .....	129 90
Teams and Stables .....	82 91
City Hall Lighting .....	66 69
Bedford Row Engine House .....	81 00
Cleaning Paved Streets .....	23 90
Inspection Electrical Wiring .....	8 25
Morris Street Engine House .....	7 77
Fuel .....	6 71
Insurance .....	4 00

Total..... \$11765 30

R. T. MACILREITH, *Mayor and Chairman*.

Moved by Alderman Johnson, seconded by Alderman Whitman, that the report be adopted and the accounts paid. Motion passed.

Read report Police Committee covering accounts for payment.

POLICE ACCOUNTS.

MAYOR'S OFFICE, Sept. 12th, 1907.

*The City Council:*

GENTLEMEN,—The Police Committee beg to recommend for payment the following accounts:—

Thos. D. Spike, badges, \$3.00, \$2.00—\$5.00. Lane's, uniform cap, \$1.50. A. & W. Mackinlay, record book, \$1.00. A. M. Bell & Co., hardware, 1.89, \$1.25, \$2.16—\$5.24. W. C. Knight, harness work, \$4.75, 40c.—5.15. T. C. Allen & Co., stationery, \$4.20. W. F. Page, suits, \$14.50. Cragg Bros. & Co., lanterns, \$1.50. Chronicle Publishing Co., advertising, \$6.52. Total, \$44.61. S. Cunard & Co., coal (1906 acct.), \$15.40

R. T. MACILREITH, *Mayor and Chairman*.

Moved by Alderman Johnson, seconded by Alderman Whitman that the report be adopted and the accounts paid. Motion passed.

Moved by Alderman Whitman, seconded by Alderman Douglas, that the Council do now adjourn. Motion passed.

Council adjourns 1.15 a. m.

(Omitted from page 126.)

SHAND, MASON & CO. FIRE ENGINE.

HALIFAX, N. S., August 30th, 1907.

J. W. JOHNSTON, Esq.,

Halifax, N. S. :

DEAR SIR,—With reference to the conversation held this afternoon regarding the Shand & Mason fire engine, and the letters concerning the suggestions regarding size of hose and method of coupling two lengths of  $2\frac{3}{4}$ " hose into one  $3\frac{1}{4}$ " branch pipe, also that  $2\frac{3}{4}$ " hose be used in the test at London, as it is the only size that will suit our couplings, being the same outside diameter as that in use here :

We would say that the London test should be through  $2\frac{1}{2}$ " hose, so as to comply with the specification, and that 1400 feet of  $2\frac{3}{4}$ " hose should be obtained, together with the necessary Siamese coupling,  $3\frac{1}{4}$ " branch pipe, and branch pipe holder, so as to enable the engine in case of emergency to throw a much more powerful stream of water, than is now possible using  $2\frac{1}{2}$ " hose and branch pipe of same size.

J. P. ESDAILE.

E. CONDON.

## AFTERNOON SESSION.

3 o'clock.

COUNCIL CHAMBER, CITY HALL, September 24th, 1907.

A special meeting of the City Council was held this afternoon at the above named hour. There were present His Worship the Mayor and Aldermen Archibald, Shaffner, Whitman, Johnson, Chisholm, Douglas, McManus, Hubley, Hoben, Davison, Martin and Hawkins.

The Council was summoned to present an address to William Booth, General of the Salvation Army, to proceed with business standing over and the transaction of other business.

General Booth was escorted to the Council Chamber by His Worship the Mayor, accompanied by His Honor the Lieutenant-Governor, the Premier of the Province and other high officers, and was seated to the right of His Worship.

The roll having been called the City Clerk read from the minutes of the last meeting the resolution under which the Council decided to present an address to General Booth.

The City Clerk then read the following address :—

### ADDRESS TO GENERAL BOOTH.

TO THE REV. WILLIAM BOOTH,  
GENERAL OF THE SALVATION ARMY.

The Mayor and Corporation of the City of Halifax desire to extend to you a hearty welcome on your arrival in this City.

The great movement for the reform and elevation of the masses with which your name has been identified has extended to our City, and a branch of the Army has for many years been engaged here in the same beneficent work with which it has covered the globe. We are glad to be able to say that that work has not been confined to the care of men's souls only, great and important as that is, but has also manifested itself in that most practical and efficient charity which, while relieving want and suffering, endeavors also to elevate and reform the recipients.

To have conceived this gigantic enterprise, to have given it an organization of such strength, and at the same time of such simplicity and elasticity, and to have inspired it with the enthusiasm which has carried it over the world and still continues to animate its members is surely one of the greatest achievements of our age of great achievements.

We rejoice that you have been spared to a long life to see such fruit of your labors, and we trust that many years of honor and happiness still remain in store for you.

R. T. MACLEITH, *Mayor.*

L. FRED. MONAGHAN, *City Clerk.*



General Booth made a suitable reply thanking the City Council for expressing the kindly sentiments they entertain towards the movement of which he is the leader.

[The address being of considerable length is not printed here, but appears in the manuscript minute book.]

The Council proceeding to general business, the following named papers were submitted :—

Report Committee of Fire Wards, by Alderman Johnson, Chairman.

His Worship the Mayor submitted the following named papers :

Plans of proposed Church of England Cathedral.

Letter Marine and Fisheries Department re application of H. V. Wier for water lot, Bedford Basin.

Report Coal Weighers for August.

The plans of the Church of England Cathedral having been unrolled and inspected, the following resolution was submitted by Alderman Johnson :—

*Resolved*, That the plans of the Cathedral Building proposed to be erected on the Old Exhibition Grounds submitted to this Council be, and they hereby are approved by the Council.

*Further resolved*, That the Mayor be instructed to execute a deed of the property agreed to be conveyed for the erection of the Cathedral Building upon the terms and conditions set out in the report of the Committee on Works approved at the meeting of Council held on the 28th June, 1906.

Moved by Alderman Johnson, seconded by Alderman Archibald.

Moved in amendment by Alderman Hawkins, seconded by Alderman Whitman, that the plans be referred to the Committee on Works for report, and that said Committee also report whether any dwelling or other building other than the Cathedral erected on this site would be subject to taxation.

Amendment put and lost on a show of hands, 4 voting for the same and 8 against it.

Moved in amendment by Alderman Hoben, seconded by Alderman Hawkins, that the plans be referred to the Committee on Works.

Amendment put and lost on a show of hands 4 voting for and 7 against it.

Names being demanded, there appeared :—

For the Amendment.  
Alderman Whitman.

Against it.  
Aldermen Shaffner, Archibald,  
Johnson.

Alderman Chisholm asked to be excused from voting.

The Recorder's opinion being called for he stated Alderman Chisholm's application to be excused should have been made before the chairman proceeded to put the question.

Moved by Alderman Johnson, seconded by Alderman Martin, that Alderman Chisholm be excused from voting on the question. Motion passed.

His Worship the Mayor then concluded the taking of the vote as follows:—

Aldermen Hoben, Kelly,  
Hawkins—4.

Aldermen Douglas, McManus,  
Davison, Martin—7.

The original resolution is now put and passed.

Alderman Martin stated that the Retail Merchants' Association desired a public half-holiday during the Exhibition and had suggested Wednesday, October 2nd.

Moved by Alderman Martin, seconded by Alderman Davison, that His Worship the Mayor proclaim the afternoon of Wednesday, October 2nd, a civic half-holiday. Motion passed.

Read report Coal Weighers for August. Filed.

Read letter Marine and Fisheries Department re application of H. V. Wier for water lot Bedford Basin. Referred to Committee on Works for report.

Read report Committee of Fire Wards in re purchase of horses.

FIRE DEPARTMENT HORSES.

COMMITTEE ROOM, CITY HALL, Sept. 24th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—At a meeting of the Firewards held this day, there being present Aldermen Johnson, (Chairman) Archibald and Hubley, it was resolved and carried that Aldermen Johnson and Hubley be a committee to purchase three horses for the Department.

J. A. JOHNSON, *Chairman.*

Moved by Alderman Johnson, seconded by Alderman Douglas, that the report be adopted. Motion passed.

Moved by Alderman Martin, seconded by Alderman Douglas, that the Council adjourn. Motion passed.

Council adjourns 4.50 o'clock.

## EVENING SESSION.

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8.10 o'clock.

COUNCIL CHAMBER, CITY HALL, October 17th, 1907.

A meeting of the City Council was held this evening. At the above named hour there were present Aldermen Murray, Martin, Hubley, Hoben, Campbell, Shaffner, Kelly, Davison, and Chisholm.

Moved by Alderman Hubley, seconded by Alderman Martin, that the time for meeting be extended until 8.30 o'clock. Motion passed.

8.30 o'clock. Roll called. Present, the above named Aldermen together with Deputy-Mayor Johnson in the chair, and Aldermen Archibald, Whitman, Douglas, McManus and Hawkins.

The Council was summoned to proceed with business standing over and the transaction of other business.

### PRESENTATION OF PAPERS.

The following named papers are submitted:—

Report Laws and Privileges Committee, by Alderman Johnson, Chairman.

Report Committee of Fire Wards, by Alderman Johnson, Chairman.

Report Commissioners of Common, by Alderman Kelly for Chairman.

Report Charities Committee, by Alderman McManus for Chairman.

Report Cemetery Commission, by Alderman Murray, Chairman.

Report Library Commission, by Alderman Murray, Chairman.

Report City Prison Committee, by Alderman Hubley, Chairman.

Reports (4) City Prison Investigating Committee, viz.:—

G. F. Brady accounts.

Charges against Alderman Shaffner.

Recommendations.

Accounts.

The Deputy-Mayor submits the following named papers:—

Report Police Committee.

Appointment by Mr. Justice Townshend of William H. Studd as a member of the Court of Tax Appeals.

Letter Board of Trade re advertising Halifax in the "London Times."

Application Board of Health for an additional grant of \$3,500.00.





Referred to Committee on Works for report.

Read application of F. P. Ronan for a license for a moving picture show.

Referred to Laws and Privileges Committee for report.

Read application of Charles Pickrem for refund of liquor license deposit.

Referred to Laws and Privileges Committee for report.

#### CONSIDERATION OF PAPERS SUBMITTED.

Read report City Health Board re claim of James Conlon for compensation for being quarantined for Small-pox.

#### CLAIM OF JAMES CONLON FOR COMPENSATION.

OFFICE OF CITY HEALTH BOARD, Sept 12th, 1907.

Extract from Minutes of a meeting of the City Health Board held on the 11th day of September 1907.

Read an extract from the Minutes of a meeting of the City Council held on the 30th day of August, 1907, referring to the City Health Board for report an application from James Conlon for compensation for loss sustained through being quarantined for Small-pox.

When the following resolution is introduced :—

*Resolved*, That in the opinion of this Board the petition of James Conlon for compensation for damages to his stock through being quarantined for small-pox cannot be entertained.

Moved by Alderman Martin seconded by Alderman Campbell and passed.

(A true extract)

JOHN A. WATTERS, *Secretary*.

Moved by Alderman Martin seconded by Alderman Campbell that the report be adopted. Motion passed.

Read report Committee on Works re William Cooley's claim for damages Dublin Street sewer.

#### WILLIAM COOLEY'S CLAIM.

CITY WORKS OFFICE, Sept. 12th, 1907.

*To the City Council :*

GENTLEMEN,—At a meeting of the Committee on Works held this day your Committee had under consideration the claim of Wm. Cooley for land taken by City for the Dublin Street sewer. Your Committee recommend that his offer of \$275.00 in full of all his claims be accepted and the same be chargeable to sewerage.

R. T. MACILREITH, *Mayor and Chairman*.

Moved by Alderman Hawkins, seconded by Alderman Chisholm, that the report be adopted.

Alderman Whitman and Hoben asked for the opinion of the City Solicitor on the matter.

The City Solicitor advised the adoption of the report and the settlement of Mr. Cooley's claim as he is the rightful owner of the property in question.

The motion is put and passed unanimously.

Read report Committee on Works re Quinpool Road and Preston Street sewer.

#### QUINPOOL ROAD AND PRESTON STREET SEWER.

CITY WORKS OFFICE, Sept. 12th, 1907.

*To the City Council:*

GENTLEMEN,—At a meeting of the Committee on Works held this day the attached report of the City Engineer in re Quinpool Road and Preston Street sewer was read and recommended to Council for adoption.

A. C. HAWKINS, *Acting-Chairman.*

CITY ENGINEER'S OFFICE, Sept. 10th, 1907.

*His Worship the Mayor:*

SIR.—We will soon reach in the regular order the construction of the sewer on Quinpool Road and Preston Street. On reading the order as printed in the Minutes of Council, the report adopted does not express clearly what was intended. In order to make it clear so that there will be no legal difficulty, I beg to recommend that a sewer be constructed on Quinpool Road from the end of the present sewer to Preston Street and southwardly on Preston Street to Peperell Street, the work to be done after the North Street sewer, as was originally intended.

F. W. W. DOANE, *City Engineer.*

Moved by Alderman Hawkins, seconded by Alderman McManus, that the report be adopted. Motion passed.

Read report Laws and Privileges Committee on various matters and covering opinion of City Solicitor in re Davis & Fraser's claim for tax exemption.

#### REPORT LAWS AND PRIVILEGES COMMITTEE.

COMMITTEE ROOM, CITY HALL, Sept. 9th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—Your Committee on Laws and Privileges beg to report that at a meeting of the Committee held this day, there being present Aldermen Johnson, Chairman, Douglas, Hubley, Martin and Hawkins, the following matters referred to the Committee were dealt with, as follows :—

1st. Application of W. H. Lewis for a bill poster's license.

It is recommended that the same be granted.

2nd. Application of H. J. Garson for junk dealer's license.

Mr. Garson has been highly recommended by a number of prominent people in the City of St. John, where he is now doing business. Your Committee recommend that this application be granted. Alderman Hubley dissenting.



3rd. Application of Edward C. Bruce, representing the Bon Ami Co., for an advertising license. It is recommended that this application be granted.

4th. Opinion of the City Solicitor, August 31st, 1907, on application of Messrs Davis & Fraser for exemption from certain taxes on their pork packing establishment.

Your Committee recommend that the opinion of the City Solicitor be concurred in and the application for exemption not granted.

J. A. JOHNSON, *Chairman.*

Also read letter Davis & Fraser in re their claim for tax exemption.

His Worship the Mayor here arrives and takes the chair and the Deputy-Mayor takes his seat in Council.

Moved by Alderman Johnson seconded by Alderman Murray that the report be adopted.

Moved in amendment by Alderman Douglas seconded by Alderman Hubley that the report be considered clause by clause.

The amendment is put and passed 12 voting for the same and 3 against it as follows:—

For the Amendment.

Aldermen Shaffner, Archibald,  
Whitman, Douglas,  
McManus, Hoben,  
Kelly, Hubley,  
Campbell, Davison,  
Martin, Hawkins.—12.

Against it.

Aldermen Murray, Chisholm,  
Johnson.—3.

Read Clause 1 re application of W. H. Lewis for a bill poster's license.

Moved by Alderman Johnson, seconded by Alderman Douglas, that this clause be adopted. Motion passed.

Read clause 2 re application of H. J. Garson for a junk dealer's license.

Moved by Alderman Johnson, seconded by Alderman Douglas, that this clause be adopted. Motion passed.

Read application of Bon Ami Co. for a bill poster's license.

Moved by Alderman Johnson, seconded by Alderman Martin, that this clause be adopted. Motion passed.

Read clause 4 re application of Davis & Fraser for tax exemption.

Also read letter Davis & Fraser on the subject.

Moved by Alderman Johnson, seconded by Alderman Whitman, that the clause be adopted. Motion passed unanimously.

Moved by Alderman Johnson, seconded by Alderman Archibald, that the report be adopted as a whole. Motion passed.

Read report Committee of Fire Wards on various matters and accounts.

FIRE WARDS ACCOUNTS, ETC.

COMMITTEE ROOM, October 16th, 1907.

*His Worship the Maor and City Council:*

GENTLEMEN,—The Committee of Fire Wards met this afternoon. Present: Aldermen Johnson (Chairman), Hubley, Archibald and Campbell.

The Chairman reported that agreeably to resolution a pair of horses had been purchased at the Provincial Exhibition for \$500.00, and three horses at Charlottetown for \$593.52 landed at Halifax all expenses paid. The Chairman's report is recommended to Council for concurrence.

The Chairman also reported that three of the Department horses had recently been sold at auction, one for \$180.00 and two for \$170.00 each, and that one more is to be auctioned on the 19th, inst.

The Chairman also reported that he had ordered a quantity of Scotch Cannel coal, not to exceed fifteen tons, from S. Cunard & Co., in compliance with a resolution of the Board. The Chairman's action is recommended for concurrence.

In response to advertisement, only one tender, from J. S. Cashen, was received for supplying the Department with forage for the year ending October 31st, 1908. This tender being in the opinion of the committee too high, the Chief was instructed to obtain prices from all the dealers from month to month, and the Chairman authorized to purchase from the lowest tenderer, giving the preference in case of an equality of prices to Mr. Cashen who, it is stated, lost considerable money on the present year's contract.

It is recommended that the Board be authorized to purchase from Austen Bros., a connecting line and branch holder and nozzles for siamesed lines as recommended by Shand, Mason & Co.

The Chief having reported that officials of the Halifax Electric Tramway Company had refused to carry free firemen returning from fires to their engine houses and on other duties, it is recommended that the City Clerk write the company calling their attention to the matter and asking them to carry out the provisions of their Charter in this respect.

The following named accounts are recommended for payment:—

Halifax Electric Tram Co., light, \$16.82; power, \$7.43—\$24.35. John T. Meagher, shoeing, \$6.67. P. Porrier, shoeing, \$4.13. Can. Rubber Co., springs, etc., \$92.50. S. Cunard & Co., coal, \$28.40. Halifax Printing Co., printing, \$1.00. W. J. Hopgood & Son, candles, 40c. London Rubber Stamp Co., stamp, \$4.00. Thos. Brenton, uniforms, \$19.75. Farquhar Bros., stove fittings, \$17.00. Geo. Thompson, brooms, \$5.50. H. H. Fuller & Co., hose, \$92.52. Stairs, Son & Morrow, hardware, \$6.81. David Roche, painting, etc., \$298.49. J. W. Churchill, carpenter work, \$448.05. Can. Gen. Electric Co., electric fittings, \$110.26. N. S. Telephone Co., telephones, \$79.50. N. S. Furnishing Co., bedding, \$13.95. Hillis & Sons, Ltd., stall pans, \$75.00. J. A. Dunn & Co., nickel plating, \$6.60. Imperial Oil Co., gasoline, \$20.10. Macdonald & Co., machine work, \$26.78. T. Hutchings, carpenter work, \$70.00. J. E. Myers, plumbing, \$11.62. James Clarke, painting, \$50.00. W. N. Brown, express work, \$1.50. Austen Bros., nozzles, etc., \$202.10. T. H. & W. T. Francis, ladder, \$2.50. National Drug Co., acid, \$8.20. J. S. Cashen, forage, \$365.91. Halifax Transfer Co., truckage and freight, \$2.24. John Horne, three horses and expenses, \$593.52. Herbert Mills, one pair horses, \$500.00. Robt. Merlin, lumber, \$15.14. W. C. Knight, saddlery, \$3.25. Melvin & Co., hardware, \$3.37. J. H. Mont & Co., carriage work, \$5.85. Total, \$2,516.86.

J. A. JOHNSON, Chairman.

The following resolution is submitted :

*Resolved*, That the report of the Committee of Fire Wards be received and adopted, and His Worship the Mayor authorized to sign warrants for payment of the accounts therein referred to.

Moved by Alderman Johnson seconded by Alderman Archibald and passed unanimously.

Read report Laws and Privileges Committee on various matters.

#### REPORT LAWS AND PRIVILEGES COMMITTEE.

COMMITTEE ROOM, CITY HALL, Oct. 10th, 1907.

*His Worship the Mayor and City Council:*

GENTLEMEN,—Your Committee on Laws and Privileges beg to report that a special meeting of the committee was held this day at 4 p. m., the following members being present: Aldermen Archibald, Douglas, Martin and Hawkins, (and the City Solicitor.)

In the absence of the Chairman, Alderman Hawkins was appointed Act.-Chairman.

The City Solicitor stated that the meeting was called at the request of the Silliker Car Company to consider a question that had arisen respecting the mortgage from the company to the City. Mr. E. P. Allison and Mr. A. M. Bell appeared on behalf of the company.

The City solicitor stated the point at issue. By clause 2 of the agreement it was provided that the difference between the interest paid to the City and that paid by the City should go into the sinking fund to redeem the debentures issued for the loan. It was further provided that the company should pay to the City a further sum which, when compounded at three and one-half per cent., would be sufficient to retire the debentures at maturity. He was of opinion that these payments were distinct and cumulative, but the company's solicitor put an opposite construction on the agreement.

Mr. Allison stated the company's contention to the effect that the intention plainly was that the interest together with the payment into sinking fund should provide a fund sufficient to retire the debentures at maturity which, with the one per cent. on depreciation, they would do in about sixteen years. If the contention of the City solicitor was adopted the annual charge for the fund would exceed \$5000.00, and the fund would be complete in about nine years. The company could not pay so great an annual charge, and it could never have been the intention of the council to impose it.

Mr. A. M. Bell followed to the same effect.

After discussion the following resolution was introduced:—

*Whereas*, doubts have arisen as to whether under section 2 of the agreement between the Silliker Car Company and the City the difference in the amount of interest paid to the City by the company and that payable by the City on the money borrowed by the City to be loaned to the company, which by the agreement is to be paid into a sinking fund for the redemption of the loan is to be in addition to the amount payable by the company, which when compounded at three and one-half per cent. will retire the debentures of the City at maturity, or is to be taken as part of the same;

*And whereas*, it appears that such payments if the amount in such sinking fund is required in addition to such difference in interest, would together with the one per cent payable for depreciation of plant in a period of about ten years create a sinking fund sufficient with its own accumulations to pay such debentures at maturity, and would be a yearly charge greater than the company could bear and than was intended by the Council of the City when agreeing to give such loan, and is much greater than is required adequately to secure the City against loss.