

From automobiles to washing machines:

A combined history of Keeton Motors  
Limited, Motor Trucks Limited, Blue Bird  
Corporation, Limited

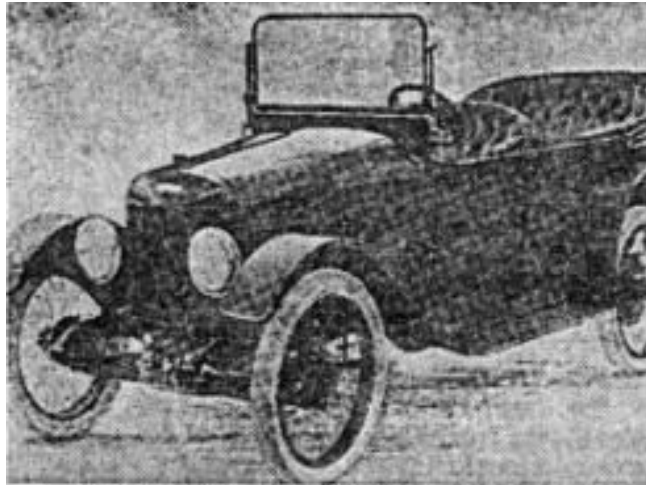
Brantford, Ontario

By  
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## INDEX

Introduction	Page 3
Abstract	Page 5
Acknowledgements	Page 7
Primary Sources	Page 10
Appendices (Listed)	Page 13
Chapter One - Brantford's Automakers	Page 15
Chapter Two - The First Brantford Built Car	Page 22
Chapter Three - A New Moderate Priced Car	Page 28
Chapter Four - An All Canadian Firm	Page 34
Chapter Five - Motor Trucks and Munitions	Page 45
Chapter Six - Washing Machines and Litigation	Page 55
Chapter Seven - Personal Reflections	Page 77
Chapter Eight – Conclusion	Page 80
Appendices	Page 83

## INTRODUCTION



This was the Brantford-built Keeton automobile.

### *Early automobile produced in city*

The Keeton automobile was produced in Brantford for a time, and it became one of the most popular medium-priced cars in Canada in the years before the First World War.

The office and factory of Keeton Motors, Limited, were situated on Elgin Street.

The Keeton "4-35," the company's most popular model, had a Northway motor, a Delco self-starter, streamlined body (so far as streamlining in that era was concerned), wire-spoke wheels, and a V-shaped radiator.

The Keeton "4-35" was priced at \$1,390.

During Brantford's Centennial in 1977, the above article and picture were published on August 27th in a Special Edition of THE EXPOSITOR. The fact that an automobile had at one time been produced in The Telephone City, piqued my interest and I resolved that one day I would research and produce an historical profile on Keeton Motors, Limited. It took somewhat longer than I had anticipated, but finally in January of 1986, I commenced my long awaited research.

I have subsequently determined that the above article was not totally factual, specifically in reference to the Keeton becoming

the most popular medium priced car in Canada in the years before the First World War. As will be perceived, it would have been impossible for this to have occurred since the production of the Keeton in Canada was only initiated with the 1913 Model, the year prior to commencement of World War One and the Model 4-35, shown in the picture, was first introduced with the 1914 Model.

Much to my surprise, my research revealed the formation of a second company, which operated from the same location as Keeton Motors and with which it appears to have been connected. This firm was known as Motor Trucks, Limited, and as the name suggests, it initially produced motor trucks and later, munitions for the United States Government, during the latter portion of World War I.

As my research continued, I was equally surprised to ascertain that a third company entered into the picture, this time as a reorganization of Motor Trucks, Limited and known as Blue Bird Corporation, Limited, which manufactured electric washing machines.

I have attempted to research as thoroughly as the available resources have permitted, the Keeton Motor Company, Motor Trucks, Limited and the Blue Bird Corporation, as they existed in Brantford and resulting there from, have produced this document. Much of the information included herein has been gleaned from local newspaper accounts of the three firms' operations in Brantford and includes other interesting and related anecdotes. In most cases, this material has been reproduced verbatim to ensure that nothing is lost in interpretation. In some instances, due to lack of reliable information and based on the information available, we can only speculate as to what may have occurred.

Robert L. Deboer

## ABSTRACT

While the City of Brantford is widely reputed for its industrialization and its production of farm machinery, it is a little known fact that for a short period of time in the early 1900's, Brantford became the centre of production in Canada, for an automobile known as the Keeton. With the advent of World War One, production of the car was halted and due to a heavy demand for trucks, with many going to the European War Effort, the manufacturing activities were converted to truck production and a new company was established, likely in anticipation of being able to capitalize on the situation. Subsequent to the conclusion of the War, the truck manufacturing firm was subjected to a corporate reorganization resulting in a manufacturing facility producing electric washing machines.

Keeton Motors was established in 1912 and during the short period of active production of the Keeton automobiles, the local press was supportive in its praise that the Keeton was "the best car in its class" and that "the automobile was being added to the already large list of Brantford-made products". Predictions were being made of a "fine future for the company, one that bids fair to grow into international prominence and that would in the not too distant future, warrant one of the largest factories in the city".

Keeton Motors was formed by a group of manufacturers who planned to build a fine foreign car under licence from the Keeton Motor Car Works of Detroit, Michigan. There appears to be little doubt that those associated with the local firm had faith in their enterprise and backed their faith with their money. They also had high aspirations for their firm's products which is indicated by the enthusiastic press coverage and advertisements of the era. Unfortunately, due to circumstances beyond its control, that enthusiasm was to be short lived. The U.S. Parent Firm in Detroit ceased production early in 1914. The Brantford operation continued to produce automobiles, stressing that it was not affiliated with any American or Foreign firm. With its link to the U.S. Parent Firm cut, with the intervention of an economic depression and with the advent of the First World War, Keeton Motors in Brantford also ceased production, but not until 1915. The firm appears to have remained in operation locally until 1919. Although it did not produce automobiles during this period and there is nothing to indicate what its function may have been, it seems likely that it may have remained operational for the supply and production of parts for cars sold during production years.

Early in 1915, overtures were made by Keeton Motors to the Allied Powers to build a Military Type Truck for war time use. Although there is nothing to indicate that Keeton Motors actually manufactured trucks, a second company was established in 1915, likely to take advantage of the world wide demand for trucks, particularly, for military purposes. This firm was known as Motor Trucks, Limited and was composed of several of the manufacturers and businessmen involved in Keeton Motors and operated in the same facilities as the Keeton firm. Some vehicles were produced for the Canadian Military but it appears that the Company only produced trucks for a short period of time. By 1918, Motor Trucks, Limited, was producing munitions for the United States military effort.

In May of 1918, due to additional contractual commitments with the United States, Motor Trucks commenced construction of a second factory to facilitate the anticipated increase in production. However, the unexpected armistice in November of 1918, preceded the delivery of any munitions from the new plant under the terms of the agreement with the United States.

Due to contractual difficulties between the United States and Motor Trucks, relating to the ownership of the newly erected factory, a protracted legal action took place, proceeding through the Supreme Court of Ontario and its Appellate Division, finally resulting in a British Privy Council decision vesting ownership of the plant in the United States Government.

Media fanfare was non-existent when Motor Trucks was established, in complete contrast to that availed to Keeton Motors. Considerable press coverage was afforded the firm during construction of the new factory in 1918 and the subsequent legal battle with the United States during the early 1920's.

Early in 1920, Motor Trucks, Limited went through a corporate reorganization with basically the same directorate, resulting in the formation of Blue Bird Corporation, Limited, occupying the original Keeton Motors plant and manufacturing electric washing machines.

Some media exposure was provided the new firm in its fledgling stage, but once again, nothing to the degree of that afforded Keeton Motors. Blue Bird Corporation was apparently established during or near the end of an economic depression but the directors of the new firm were optimistic in their predictions for the future. As in the situation of Keeton Motors, this optimism was to be short-lived, but likely for different reasons. Blue Bird operated until 1923 when an assignment in bankruptcy for the creditors was made. It seems likely that the economic conditions in effect when the Company was established, combined with the costly legal expenses resulting from the lengthy legal battle with the United States over the former Motor Trucks plant which Blue Bird intended to convert to its use, may have created an insurmountable hurdle for the company to overcome.

Blue Bird Corporation, was fiscally wound up and the assets distributed in 1925, thus ending an era of diversified industrialization

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## PRIMARY SOURCES

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Land Registration Records on file at the Brant County Registry Office, Brantford, Ontario

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Purchase Orders and Correspondence of Motor Trucks, Limited and Blue Bird Corporation, Limited, on file at the Brant County Museum, Brantford, Ontario

Records of the Building Department, Brantford City Hall

Park & Company photo album sequencing the construction of the Motor Trucks, Limited factory on Murray Street at Bruce Street in 1918, currently occupied by Gunther Mele Limited

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Personal Reflections of Mr. Clarke Thompson, R.R. # 3, Brantford, Ontario

Personal Reflections of Mr. Kenneth Coles, Brantford, Ontario

Personal Reflections of Mr. Charles Finch, Brantford, Ontario

Personal Reflections of Mr. Elmer Tolhurst, Brantford, Ontario

Personal Reflections of Mr. Harold Schultz, Brantford, Ontario

Personal Reflections of Miss Edna Devereaux, Brantford, Ontario

## APPENDICES

Appendix 1a - Gates Rubber Advertisement published in THE EXPOSITOR on August 27th, 1977, incorporating a picture of the Keeton Model 6-48

Appendix 1b - Pictures of the Keeton Model 6-48 and 4-35 from the publication CARS OF CANADA

Appendix 1c - Drawing of the Keeton Model 4-35 from the publication A GLIMPSE OF THE PAST

Appendix 1d - Side and front views of the Keeton automobiles to be manufactured in Brantford, published in THE BRANTFORD DAILY EXPOSITOR on August 15th, 1912

Appendix 1e - Keeton advertisement published in THE BRANTFORD DAILY COURIER on December 21st, 1912

Appendix 1f - Keeton advertisement published in THE MOTOR MAGAZINE during 1913 (Canadian)

Appendix 1g - Keeton Motor Co. advertisement depicting the Keeton and the Car-Nation from the publication EARLY AMERICAN CAR ADVERTISEMENTS (U.S.)

Appendix 1h - The American Voiturette Company advertisements depicting the Car-Nation and the Keeton from the publication EARLY AMERICAN CAR ADVERTISEMENTS (U.S.)

Appendix 1i - Keeton advertisement published in MOTOR AGE during 1913 (U.S. with reference to Brantford operation)

Appendix 1j - Keeton advertisement published in MOTORING AND MOTOR TRADE OF CANADA in March of 1914

Appendix 1k - Keeton advertisement published in the BRANTFORD OLD HOME WEEK SOUVENIR BOOK - August 9th, to 14th, 1914

Appendix 1m - Keeton advertisement published in THE BRANTFORD DAILY EXPOSITOR on March 6th and 13th, 1915

Appendix 1n - Keeton advertisement published in THE BRANTFORD DAILY EXPOSITOR on March 15th, 1915

Appendix 1o - Picture of 42 Dalhousie Street

Appendix 1p - Keeton advertisement published in THE BRANTFORD DAILY EXPOSITOR on May 7th, 1915

Appendix 1q - Keeton advertisement published in THE BRANTFORD DAILY EXPOSITOR on May 18th, 1915

Appendix 2a - Photograph of 69 Elgin Street – 1978

Appendix 2b - Photographs of former site of factory at 69 Elgin Street – 1986

Appendix 3a - Motor Trucks, Limited letterhead over signature of F.C. Dickey, Asst. Manager, dated April 27th, 1918

Appendix 3b - Motor Trucks, Limited Purchase Order dated October 30th, 1918, directed to John Bishop & Son. Refers to "A" Plant, Elgin Street and U.S. War Order No. P.6625-2164A

Appendix 3c - Insurance Plan of Brantford floorplan of Motor Trucks, Limited at 69 Elgin Street

Appendix 3d - Series of photographs of construction of Motor Trucks, Limited, plant at 298 Murray Street

Appendix 3e - Photograph of Gunther Mele Limited plant at 298 Murray Street (formerly Motor Trucks, Limited)

Appendix 3f - Motor Trucks, Limited Purchase Order dated October 30th, 1918, directed to John Bishop & Son. Refers to "B" Plant, Murray Street and U.S. War Order No. P.8118-2383A

Appendix 3g - Insurance Plan of Brantford floorplan of E & A Gunther Co. plant at 298 Murray Street (formerly Motor Trucks, Limited)

Appendix 4a - Motor Trucks, Limited letterhead over signature of F.C. Dickey, Asst. Manager, dated December 31st, 1919, referring to organization of Blue Bird Company

Appendix 4b - Blue Bird Corporation, Limited Purchase Order dated June 29th, 1920 directed to John Bishop & Son

Appendix 4c - Blue Bird Washing Machine Advertisement published in THE BRANTFORD EXPOSITOR on September 3rd, 1920

Appendix 5a - Extracts from the text of Judgment of the Appellate Court in the legal action between the United States of America and Motor Trucks, Limited, as published in THE BRANTFORD EXPOSITOR on May 8th, 1922

Appendix 5b - Full text of Judgement of Privy Council in the legal action between the United States of America and Motor Trucks, Limited, as published in THE BRANTFORD EXPOSITOR on September 29th, 1923.

## CHAPTER ONE

### BRANTFORD'S AUTOMAKER

The publication, CANADA ON WHEELS, states that the automobile in Canada is older than Confederation, although it did not gain any particular popularity until after the turn of the Century. Between 1900 and 1933, more than 125 different makes of automobile were produced in this Country, many of which were built by Branch Plants of American Automakers.

The Keeton automobile was one of the cars produced in Canada under such circumstances, although Keeton Motors was later to become independent of any direct foreign affiliation, as a result of the U.S. Parent firm ceasing production. The Brantford operation was at all times during its existence, Canadian owned.

It seems appropriate that some insight should be provided as to the origin of the Keeton car. It was initially designed and manufactured in the United States in 1908 as a taxicab by a company founded by Mr. F.M. Keeton, known as the Keeton Taxicab and Town Car Works of Detroit, Michigan. The car had a Renault-like radiator behind the four cylinder engine and was built on a 107 inch wheelbase. F.M. Keeton had previously been associated with the Pope-Toledo and Deluxe Car Companies. Shortly thereafter, the Jewell Motor Company in Massilon, Ohio, purchased the taxi which went into production as the Jewell-Keeton. In 1909, Mr. H.A. Croxton of the Jewell Motor Company, joined forces with Mr. Keeton to form the Croxton-Keeton Motor Company, producing the Croxton-Keeton Car in Massilon. Two models were built, the "German Type 45" with a four cylinder engine and the "French Type" Six and 30 with six and four cylinder engines, respectively. The "French Type" model was of Renault origin and had a dash-board radiator.

In 1910, after considerable disagreement, the two partners separated and Mr. Keeton organized the Keeton Motor Car Company of Detroit, Michigan with a modest capital stock of \$10,000 in March of 1912, moving into the former plant of the Seitz Auto and Transmission Company. Production of fours and sixes very like the former "French" Croxton-Keeton followed and the initial response was satisfactory enough to prompt Keeton to purchase the Oliver Motor Truck in Detroit in January of 1913.

By late 1913, the Keeton Motor Car Company was in financial difficulty. F.M. Keeton got the cash he needed to remain solvent but had to give up control of the Company to get it. Charles S. Shaffer, who was President of the American Voiturette Company which manufactured the Car-Nation Cyclecar, bought a majority of the Keeton stock and became President of the Company. In January of 1914, Keeton Motors was absorbed by the American Voiturette Company and both the Keeton and the Car-Nation were manufactured by the same company with plants in Detroit, Michigan and Washington, Pennsylvania. The Cyclecar was never introduced to the Canadian Market because it was unsuitable for our roads.

By September of 1914, the American Voiturette Company was in receivership. Liquidation proceedings included the sale of some 600 Car-Nations at \$250 each and 100 Keetons at \$1,000 each. What was left was purchased by a man by the name of Sam Winternitz for \$100,000 in 1914. Interestingly, three months later, F.M. Keeton bought back the Keeton assets from Winternitz with the intention of furnishing repairs and continuing to manufacture in a small way. He only had enough money for the repair business. The Keeton was never again produced in the United States. F.M. Keeton remained anxious to return to the manufacturing field and as late as 1923 was attempting, without success to promote a company for the building of taxicabs.

Keeton Motors, Limited, in Brantford was formed by a group of Brantford manufacturers and two from the United States associated with the Keeton Motor Company of Detroit, Michigan. The firm was incorporated in accordance with the Ontario Companies Act by Ontario Letters Patent, dated July 23rd, 1912, issued to Forrest Montgomery Keeton, founder of the Keeton Motor Car Company of Detroit, Michigan and William Guy Houck, both of Wayne County Michigan and to William John Verity, Percy Egerton Verity and John Bechtel Detwiler, all from Brantford. Share capital was \$200,000, divided into 2,000 shares of \$100 each. One thousand four hundred and ninety shares were ordinary shares, while five hundred and ten were preferred shares entitling the holders, in case of liquidation, dissolution or winding up, to repayment of capital in priority to the ordinary shares and to a fixed, cumulative, preferential dividend at the rate of seven per cent per annum and to the further right after the like dividend had been received by holders of ordinary shares of sharing with the ordinary shares in any further dividend which may be declared. Head office of the firm was to be in Brantford and each of the afore-persons were named as Provisional Directors of the Company.

The Letters Patent indicated that the Company was in business to manufacture, repair, sell, buy, lease, let for hire, deal in and dispose of:

- (1) Conveyances and vehicles of every kind and description, including automobiles, taxicabs, motor cycles, bicycles, boats, aeroplanes, aerostats;
- (2) Machinery, motors, engines, etc;
- (3) Metals, ores, oils, etc.

And for the purposes mentioned, to acquire a licence granted by Keeton Securities Company to manufacture and sell in Canada, automobiles, motor cars and chassis of the type as prescribed by the licence.

It was desired by those involved with the Company to build a fine foreign car under licence, which as indicated, was arranged through Keeton Securities Company which was a division of the Keeton Motor Car Company of Detroit, Michigan.

It is of interest to note that when Keeton Motors arrived on the scene in Brantford in 1912, that it was only eight years previous, in 1904, that Mr. Harry Cockshutt, later to



become Lieutenant Governor of the Province of Ontario, was the first city resident to purchase an automobile. It was a one cylinder, four passenger Oldsmobile with tiller steering and its rubber licence bore the number 180, indicating the number of cars registered in Ontario at that time.

Preparation was made for the production of Keeton automobiles in Brantford and a factory site was secured at 69 Elgin Street, premises which had previously been occupied by the Barber-Ellis Company. The factory was located on the south side of Elgin Street between Clarence and Murray Streets, immediately east of the Grand Trunk (now Canadian National) Railway Subway. The former site of Keeton Motors, Limited, is now (1986) occupied by Reid Dominion Packaging Ltd.

It was announced officially in articles published in THE BRANTFORD DAILY EXPOSITOR and in THE BRANTFORD DAILY COURIER on August 9th, 1912, that Keeton Motors would be commencing operations in Brantford. The EXPOSITOR article was headlined as follows:

**BRANTFORD LANDS NEW AUTO FACTORY - ANNOUNCEMENT MADE**

**INDUSTRIAL COMMISSIONER EMERSON STATES THAT NEGOTIATIONS HAVE BEEN SUCCESSFULLY CONCLUDED WHEREBY KEETON COMPANY WILL COMMENCE OPERATIONS IN OLD BARBER AND ELLIS FACTORY - LOCAL MEN INTERESTED IN CONCERN**

The COURIER article was headlined as follows:

**NEW INDUSTRY**

**A BIG CONCERN IS SECURED FOR BRANTFORD - LOCAL MEN ARE INTERESTED IN A U.S. BRANCH OF WELL KNOWN MOTOR CONCERN**

The articles in the two newspapers stated basically, as follows:

Mr. Charles Emerson, Industrial Commissioner announces that a new industry is to be established in the City right away. At a meeting of the newly organized Keeton Motors, Limited held yesterday in the offices of Messrs. Harley and Sweet, this decision was arrived at. The property now owned and occupied by the Barber-Ellis Limited on Elgin Street has been leased and the new Company will take possession as soon as Barber-Ellis people can move into their new building. Operations, however, will commence at once as portions of the building may be turned over to the Company immediately.

A number of prominent Brantfordites are interested in the new Company among them being Messrs. W.J. Verity, Percy E. Verity, C.F. Verity and W.G. Ranton of the Verity Plow Company; Mr. J.B. Detwiler of the Steel Company of Canada; Mr. John F. Schultz, Manufacturer; Mr. John S. Dowling, Broker; Mr. E. Sweet, Barrister; Mr. W.C. Boddy,

Banker; Mr. F.M. Keeton and Mr. W.G. Houck, both members of the Keeton's Engineering and Keeton's Motor Company of Detroit.

The directorate is composed of the following: F.M. Keeton, President; J.B. Detwiler, Vice-President and Treasurer; E. Sweet, Secretary; W.G. Houck, Vice-President and Director of Sales; W.J. Verity and Percy E. Verity.

The paid up Capital is \$200,000. The Company has arranged with the Keeton Engineering Company, a New York Corporation for manufacturing of the Keeton Car under licence. This car is of the French Type and follows closely the lines of construction of the famous Renault car built in Paris, France. The Keeton car is well known throughout the United States and the same models that are being produced in the Detroit Factory will be turned out at Brantford.

Two models of chassis, a four and six cylinder will be produced. The six cylinder known as a 48 horsepower car will be electric lighted and started and will sell at \$2,850. The four cylinder rated at 35 horsepower will be marketed at \$2,250.

The company will employ from 250 to 300 hands, the major portion of whom will be skilled mechanics.

Every part of the car that can be manufactured here will be. The company however, will import from England, the bearings that are required by them on their car. These bearings are exactly the same that are used on the highest priced English cars.

The product of the Keeton Motors, Limited will be such as to command a very ready market. The car is very simple in construction, very complete in detail and is all that could be desired from the standpoint of comfort and efficiency.

The company will immediately develop a Canadian trade and arrangements are being made to take care of the English, Australian and South African Market. All the business will be handled from Brantford. The output for the first year will be at least 500 cars. Vice President Houck is taking leave for Toronto and other centres in the Dominion for the purpose of distributing branches.

Brantford is fortunate in securing so splendid an industry. Several other cities were making efforts to secure it and were offering big inducements to that end. The company however, decided that Brantford was a good point from which to manufacture and distribute and acted accordingly. The company is not asking any favours from the city with the exception of the customary fixed assessment on the building.

The following was published only in the EXPOSITOR:

Speaking with an Expositor reporter in the Kerby House this morning, Mr. Keeton, President of the newly formed company when asked to state why Brantford had been chosen for the site of the Canadian factory said, "Brantford is a city of homes." In giving

an explanation for his remark Mr. Keeton said, "a city of homes is steady, the people are not here today and off tomorrow." Brantford is also widely known. All that is necessary to say is Brantford. You do not have to locate it by saying it is in Canada, or anything else, just Brantford. Mr. Keeton also stated that associate industries are an advantage. He considered it the most convenient place between Detroit and Toronto.

The following was included in the article in the COURIER:

Space has been secured at Toronto Exhibition and a very fine exhibit is being prepared.

There is little doubt that City Officials would have considered the addition of Keeton Motors to its already extensive list of industries, as a definite coup over the other cities which had been attempting to secure it and as a definite boost to its economy. The article leaves little doubt that Brantford's geographical location in proximity to the auto centres of Detroit and Toronto and that it was renowned for its industrialization, played an important part in the firm's decision to choose Brantford.

The article stated that the six cylinder model to be built in Brantford, would be electric lighted and started. It is of interest to note that the electric starter came into being in 1911 when it was introduced on the Cadillac and as a result, assured the supremacy of the gasoline engine by making it practical for anyone, even women to operate. The most usual method of starting engines prior to this time was hand cranking which was difficult and dangerous and often resulted in a broken arm resulting from the engine backfiring. By the year 1913, electric lights and starters were almost universal. Since Keeton Motors first Canadian production model, the 6-48 boasted electric starting and lighting as did the later Model 4-35, it could truly claim to be a technologically and advanced automobile.

The prices indicated in the article for the cars to be produced in Brantford differed somewhat from what was actually charged for the finished product. The price for the 6 cylinder model was approximately \$350 less than what was quoted in December of 1912 when the Model 6-48 was introduced and the price of \$2,250 for the 4 cylinder model, approximately \$1,150 higher than that quoted for the Model 4-35 when it was introduced in 1913.

Photos of the 4 cylinder and 6 cylinder Keeton cars which were to be manufactured in Brantford, were published in THE BRANTFORD DAILY EXPOSITOR on August 15th, 1912. Both models were of the touring type and similar in appearance. The 4 cylinder model differed somewhat in appearance from the actual 4-35 when it was introduced in 1913.

The accompanying narrative in the COURIER, stated as follows:

The following are the beautiful motor cars which are being manufactured in the United States by the Keeton Motors, Limited, the splendid new industry which is being started in Brantford. The Company expects to turn out 500 cars for next season's trade.

The models referred to were the Riverside and Meadowbrook, a Tuxedo Coupe and a chassis without tires or rear guards.

VERNON'S CITY OF BRANTFORD DIRECTORY indicates that Mr. William P. Blanchard was Factory Manager of Keeton Motors in its early stages. It was reported in THE BRANTFORD DAILY EXPOSITOR on January 24th, 1914, that Mr. Blanchard had severed his connections with Keeton Motors, having been appointed as Manager of the Canadian Branch of the Willys-Overland Company of Hamilton.

On October 5th, 1912, THE BRANTFORD DAILY EXPOSITOR published a photograph in its Industrial Supplement under the following headline:

#### KEETON MOTOR CAR FACTORY

Unfortunately, the photograph was not suitable for reproduction. The accompanying caption stated as follows:

The above factory has been vacated by the Barber and Ellis Company, and is now being occupied by the new Keeton Motor Car Company. It means that automobiles will be added to the already large list of Brantford-made products.

On October 12th, 1912, the following article was published in THE BRANTFORD DAILY COURIER:

#### PROMISING CONCERN

#### KEETON MOTOR CAR CO. TAKES OVER FACTORY ON THE FIFTEENTH OF OCTOBER - SOME SEVENTY FIVE MEN WILL BE EMPLOYED FROM THE START

Mr. Keeton, President of the Keeton Motor Co. of Detroit, Mr. Houck, 2nd Vice President, Detroit, Mr. McKay, purchasing agent for Detroit and Brantford, Mr. Blanchard, recently appointed manager of the Brantford factory, this weekend made a thorough inspection of the old Barber-Ellis factory, which has been acquired for the Keeton interests in this city.

They decided on several important changes. The Brantford Keeton Company will take possession of the factory on October 15th and expect before the month is out to have 75 men employed. The experts will come from Detroit but the bulk of the workmen will be acquired in Ontario.

The prospects for a successful launching of the new industry are of the highest. The first season six hundred cars will be built. Mr. Houck has returned from Montreal and has already placed an order for 150 cars in the Province of Quebec. The indicators are in the

years to come that Brantford will become one of the principal automobile centres in Canada.

Mr. Blanchard, who has been appointed manager of the Brantford plant, has had 15 years experience in the motor car business, formerly being associated with the Pope-Hartford Company and the Studebaker Company. He is thoroughly equipped in every sense of the word and with the strong backing of the Keetons and prominent local capitalists, the new concern starts business here under the most promising auspices.

This article expresses enthusiasm for the future of the Keeton Car in Brantford, so much so that the prediction of the number of cars to be built in the first year had increased from 500 to 600 since the announcement was made on August 9th, 1912, that the firm was commencing operations in Brantford. An initial work force of 75 was also being predicted to ready the factory for production. The article indicates that Keeton Motors would have commenced conversion of the former Barber-Ellis factory to an assembly line for the production of Keeton automobiles during the latter part of October, 1912. It also appears from this article and the articles of August 9th that steps had been taken to set up a dealer distribution network.

It was reported in the November 25th, 1912 edition of THE BRANTFORD DAILY COURIER, that Mr. F.M. Keeton and Mr. W.G. Houck of Detroit were in Brantford in connection with the establishment of Keeton Motors, Limited in this city. As previously noted, Mr. Keeton was President of the firm and Mr. Houck, 2nd Vice President and Director of Sales.

With the converted plant on the verge of production, Mr. Keeton and Mr. Houck were likely in Brantford to ensure that the production schedule would be met in order to ensure the availability of the Brantford built Keeton automobile for 1913.

## CHAPTER TWO

### THE FIRST BRANTFORD BUILT CAR

It is difficult to determine exactly when production of the first Keeton Automobile may have commenced in the Brantford Factory since such records are not available, but it is safe to assume from the information which has been obtained, that it is likely to have occurred late in 1912, in November or early December.

An advertisement was published in THE BRANTFORD DAILY COURIER on December 21st, 1912, promoting Brantford's latest industry, Keeton Motors, Limited. The advertisement included a picture of the Keeton Automobile, Model 6-48, which went on sale in Canada for 1913 and had been produced and sold in the United States by the Keeton Motor Company of Detroit, Michigan, for some time before its introduction in Canada. The prices quoted were as follows:

Six cylinder Reversible and Meadowbrook Touring Car and Roadsters	\$2,850
Six cylinder Tuxedo Coupe	3,200
Chassis without tires or rear guards	2,500

The above prices appear to contradict the price of \$3,250 for the Canadian produced Model 6-48, indicated in other available information. The wheelbase of the vehicle was stated in the advertisement as being 131 inches which is also inconsistent with other available information indicating a wheelbase of 136 inches. The advertisement indicated that the Keeton was started and lighted electrically and was "THE CAR THAT WILL BE BUILT IN BRANTFORD AND THAT EVERY BRANTFORDITE SHOULD OWN". It is possible that the models noted in the advertisement were derived from promotional literature used in the United States since it is noted in available information that the U.S. made Keeton was sold in three body styles.

In the publication "CARS OF CANADA", Keeton Motors first Canadian product, the Model 6-48, is described as a strikingly different vehicle with wire wheels and a sloping Renault-type hood. The radiator was behind the hood and immediately in front of the cowl. The theory was that the radiator would be protected and that no dust or dirt would enter into the engine compartment. There was no engine fan. The slope-front motif was accentuated by the fact that the 37 inch rear wheels were an inch bigger than the front ones - an amazingly outdated and inconvenient holdover from carriage styling. The Model 6-48 had a powerful 6 cylinder engine and four speed transmission and sat on a 136 inch wheelbase. A seven passenger touring car and roadster were offered at \$3,150 each, which contradicts the prices quoted in the COURIER advertisement of \$2,850 and \$3,200. The vehicle had a Jesco electric starter and electric lights.

Considering the times and that other makes of cars could be purchased for under \$1,000, the Keeton Model 6-48 was certainly not what could have been considered as an inexpensive car, but from available information, it appears to have been well accepted by the motoring public as a quality product and an excellent value.

On January 9th, 1913, an article was published in MOTOR AGE MAGAZINE, under the following headline:

#### THE CANADIAN KEETON

The Canadian Keeton is practically identical with the product in the United States under the same name. A six-cylinder motor rated at 48 horsepower but delivering 61 in the dynamometer test, and well nigh 70 at the brake, is used in both the seven-passenger touring and roadster model. The wheelbase is 136 inches with 37-inch wheels in the rear and 36-inch wheels in front. A Renault type hood is used and no starter crank is attached to the front of the car due to a Jesco electric starter.

The body design and equipment displayed at the salon this year is most interesting in many respects. The most novel feature perhaps is the Kellner convertible landaulet of the Panhard-Levassor company, which may both be used as a landaulet or as a five passenger touring car. The rear portion of the upper body half is of leather, while the front is composed of a glass pane sliding between two pillars, which may be folded over it toward the centre line of the car, when the pane is in its lowest position.

The above article was part of an overall section of the magazine dedicated to vehicles on display at the Automobile Importers Show held at the Astor Hotel in New York City. The second paragraph of the article describes convertible landaulet accessory equipment which apparently could be added to the Keeton, permitting it to be used both as a touring car with the top down or with the driver's seat open and the rear passenger section enclosed.

On January 11th, 1913, THE BRANTFORD DAILY EXPOSITOR published an article, as follows:

#### A KEETON CAR

Mr. E. Sweet has returned from his trip to New York City. While there he took occasion to visit the Automobile Importers Show at Astor House where some of the finest cars the world ever saw were on exhibition. Some of the most modern specimens cost \$9,000, \$10,000 and \$13,000 and were of the most modern and approved makes. Among the hundreds of cars on display at this show was the first Canadian Car ever exhibited in the United States. It was a Keeton of the best type six cylinder, 50 h.p. traveller and maintained the reputation of the Dominion for excellent workmanship and design.

The above article would appear to indicate that the firm had high aspirations for its product and likely hoped to promote its sale in Canada by displaying it at what appears to have been an International Show. From its description in the article, the car which was on display in New York was the firm's first Canadian production model, the 6-48. Although this model had been produced in the United States for a year, the car on display was claimed to be of Canadian production. It is interesting to note the extreme prices quoted in the article for some of the cars on display at the Show, particularly when

considering what incomes would have been in 1913. The Mr. Sweet noted in the article, as indicated, was the local firm's Secretary.

THE BRANTFORD DAILY EXPOSITOR, published an article on March 3rd, 1913, with the following headline:

#### NEW AUTOISTS AND NEW CARS

#### LOCAL MOTOR ENTHUSIASTS CERTAINLY GROWING IN NUMBERS

The article stated in part, as follows:

Brantford's auto enthusiasts keep growing in number. A large number from this city attended the recent motor show in Toronto, many of whom were prospective purchasers. The Brantford Keeton car was considered by many experts as one of the best in its class in the entire display, and this new industry has doubtless a fine future.

Judging from this article, the Brantford built Keeton appears to have generated considerable interest and was being touted as an excellent car by those professing expertise in the automotive field. The article is also an example of the enthusiasm being shown regarding the future of this new local industry.

An advertisement was published in THE MOTORING MAGAZINE, likely early in 1913, depicting the Keeton Model 6-48, quoting a price of \$3,150. The advertisement was headlined:

#### A FRENCH ENGLISH TYPE - MADE IN CANADA

The advertisement, promoting the sale of the Canadian built Keeton automobile, stressed the following:

That all the good ideas of both foreign and American engineering and designing were embodied in the Model 6-48, the equal of the best of two continents;

That it was made in the Dominion, sold at a reasonable price, saving perhaps one-third of the cost if purchased from an importer;

The 6-48's classy, modern lines;

The motor, one of the most powerful on the market with no parts exposed and its operation, silent and smooth even on the hardest pulls;

The radiator at the rear of the engine, offering it protection and preventing the drawing of dust and dirt into the hood and eliminating the fan equipment;



That the Keeton was adapted for touring on Canadian roads, able to stand the most severe use - even on rough hilly roads;

Its weight of 3,350 pounds - much less than any other car accommodating seven passengers.

The advertisement included a note to dealers which indicated that contracts and payments for about two-thirds of the firm's 1913 production had been received and that the cars were going fast. It invited applications for dealerships, stressing that the firm wanted only a limited number of dealers.

THE BRANTFORD DAILY EXPOSITOR published an article on April 15th, 1913, as follows:

#### AVIATOR BUYS BRANTFORD CAR

Glen Curtiss, America's celebrated aviator, has bought a Keeton motorcar, an exact duplicate to the cars which are now being turned out in the Brantford Factory. As an aeroplane artist, Mr. Curtiss is a mechanic who knows a good machine when he sees one. The style and make-up of the Keeton car was subjected to a thorough examination by the airman and he decided to have one. Directors of the Keeton Co. propose to make an advertising feature out of Curtiss' purchase.

Glen Hammond Curtiss is listed in WEBSTER'S NEW COLLEGIATE DICTIONARY as an American aviator and inventor. His choice of a Keeton car after, as the article states "a thorough examination", speaks highly of the quality of the car, a Model 6-48, which was the first to be produced in the Brantford Factory in 1913. With a celebrity of the apparent calibre of Curtiss choosing a Keeton over the proliferation of automobiles that were being manufactured at that time, the Keeton Motor Company's sales promotion would certainly have received a welcome and advantageous boost, resulting from his endorsement.

THE BRANTFORD DAILY EXPOSITOR published an article on May 13th, 1913, under the following headline:

#### ONE KEETON CAR ENTERED IN BIG RACE

#### AUTOMOBILISTS ENGAGE IN 500 MILE CONTEST FOR SPEED RECORD - RECORD FOR 100 MILES WAS BROKEN BY BRANTFORD FIRM'S ENTRY

The article stated in part, as follows:

#### EXPOSITOR LEASED WIRE

INDIANAPOLIS - MAY 30TH - Four Nations - England, France, Germany and the United States are battling for supremacy in the automobile world in the 3rd annual 500 mile race being held here.

Betting grew brisker with Burman who drives a Keeton car still the favourite by a slight margin over Anderson's Stutz.

#### FACTS ABOUT THE RACE

Distance - 200 laps equal to 500 miles.

Estimated Speed an Hour - 80 miles.

Estimated Time of Winner - 6 hours and fifteen minutes.

#### BROKE FORMER RECORDS

Burman in Keeton, leading for the first 100 miles, broke all speed records for that distance. His time - 1.15 50.55. The former was 1.23.43.11.

#### KEETON OUT OF IT

Bob Burman's Keeton car caught fire in the 55th lap and is out of the race.

The Keeton entry in the 1913 Indianapolis 500 was a modified version of the Model 6-48 and was entered by the Keeton Motor Company of Detroit, Michigan, the parent firm of Keeton Motors in Brantford. This was the same basic car which was manufactured and marketed in Brantford in 1913 and 1914. It is quite apparent that the Model 6-48 had a very powerful and durable engine, judging from its performance in the Indianapolis 500. Had the Keeton not caught fire, the final result may very well have been different, with the Keeton as the overall winner. In the first 55 laps, the Keeton knocked close to 8 minutes off the previous year's record, a remarkable feat.

Once again, the publicity received by Keeton Motors, as a result of the performance of its entry in the 500, promoted its excellent quality and workmanship, and no doubt would have been capitalized upon by the firm in its sale promotion and advertising.

In 1913, likely sometime after the Indianapolis 500 on May 30th, an advertisement was published in MOTOR AGE MAGAZINE, a U.S. Publication. The driver of the modified Keeton entry in the 500, Bob Burman, was quoted in the advertisement, as follows: "We put the Keeton through all the stunts we could think of - and couldn't find a hole in it anywhere. I can only say that anyone who beats us will be 'going some'".

The advertisement was headlined as follows:

#### TESTING TRIPS EXCEED EVEN BURMAN'S EXPECTATIONS

The article stated that Burman had tried out the Keeton racer to find a weak spot on rough roads and through the sands of Wayne County (Michigan), over the hills and fine stretches of Oakland County (Michigan) and had returned from the trip more enthusiastic than ever over the possibilities of the car.

The advertisement, although of U.S. origin, made reference to the Canadian Branch at Brantford. The U.S. built car was quoted at \$2,750, some \$400 less than the price quoted in Canada.

A few weeks after its unsuccessful venture in the Indianapolis 500, the Keeton Motor Company of Detroit, Michigan, posted a cheque for \$10,000 to the New York World as a

challenge to Frenchman Jules Goux, winner of the 500 in a Peugeot, for a rematch with Bob Burman in the Keeton, although Goux was already back in Europe preparing for the French Gran Prix and it was doubtful that he would accept. As it turned out, he didn't, for which F.M. Keeton was probably grateful since the company was experiencing financial difficulty in the United States.

Although this Chapter provides little actual information regarding the production of the Keeton Model 6-48 in Brantford, it does provide a good insight of the actual car itself. This particular model had been built in the United States for approximately one year and appears to have established itself as a reliable, well constructed, quality product.

## CHAPTER THREE

### A NEW MODERATE PRICED CAR

There is every indication that the introduction of the Keeton Model 6-48 proved successful for the newly formed Brantford company. There seems little doubt that their initial success convinced the management of Keeton Motors to build a more moderately priced car, likely to meet public demand and to compete with the numerous other low priced cars on the market.

This was the general theme of an article which was published in THE BRANTFORD DAILY EXPOSITOR on November 17th, 1913, under the following headline:

KEETON COMPANY IS BREAKING OUT

NEW LINE OF MODERATE PRICED CARS IS SHORTLY TO BE PUT ON THE MARKET

The article stated as follows:

An innovation in their line of cars will be put out by Keeton Motors, Ltd., this winter and will be on the market for 1914. This is a car selling, with electric equipment for \$1,295 and without for \$1,195. Though a complete car has not yet been put out, it will be but a short time before the firm will have one on the road, it being almost completed at this time.

This is a radical change from the company's previous output. Hitherto the cheapest car that it put out sold for \$3,150. It intends to go after not only the home market but the foreign market and expects to be able to hold its own against the strong competition that exists.

That the car will be a successful one, and that the inroad into the market also successful is shown by the fact that the company has received over 400 letters and telegrams for particulars of the new car, while a number of interested people have called at the factory.

This new model Keeton which was to be known as the 4-35, was to sell for close to \$2,000 less than the Model 6-48 which would have represented a considerable saving to someone purchasing a new car. The article also indicated that Keeton Motors was attempting to enter the foreign market.

Enthusiasm was expressed in the article that the car would be a successful venture and that considerable interest had been shown in the new car, resulting from the numerous inquiries received by letter, telegram and personally at the factory. The Model 4-35 differed somewhat from the 4 cylinder Keeton which had built in the United States in 1912. The earlier U.S. built Keeton had a 22 horse power engine while the Model 4-35 was advertised as having 35 horse power. The Model 4-35 had wire wheels while the 4 cylinder U.S. built Keeton had wooden spoked wheels and a wheelbase of 120 inches compared to 114 for the Canadian product.

On December 4th, 1913, a further article regarding the introduction of the Model 4-35, as well as extension of the firm's capital, was published in THE BRANTFORD DAILY EXPOSITOR, as follows:

#### KEETON MOTOR COMPANY EXTENDS ITS CAPITAL

#### PLACES A CAR TO COST ONLY \$1,295 ON THE MARKET - BIG BUSINESS IS LOOKED FOR

The Keeton Motor Company have decided to largely increase the capital stock and with that end in view the original stockholders have practically doubled their subscriptions. They expect to turn out about 500 cars this winter, and if they can sell that number in 1914, as they are confident they can do, it is easily possible for them to sell 2,000 the year following. They have already received about 500 enquiries from all parts of Canada. They have also had a enquiry from one of the largest dealers in London, England, asking for the exclusive agency for the British Isles, for two or three years and for a continuous contract if the sales are satisfactory to the Keeton Company.

In addition, enquiries have also been received from Buenos Airies and British Guiana. In fact all of the indications are that with good management the Keeton Motor Company will become within two or three years time, one of the largest industrial establishments in Brantford. Certainly the men who are now connected with it have every faith in the enterprise and are backing their faith with their money. Two types of cars are being manufactured. One of these and the most popular because of the price, is a four cylinder with 35 horse power and all the more recent improvements and attachments which is being sold at the very low price of \$1,295. No wonder big things are being looked for.

If the above article, combined with that published on November 17th, 1913, are any indication, it appears that the firm's financial position along with the public demand for a more moderately priced car, was sufficient to justify expansion of its production facilities, to include that of the Model 4-35 for the 1914 Model Year, along with the original 6-48. It is doubtful if the stockholders would have increased their subscriptions, had the firm's sales figures not been reasonable and profitable. The article clearly states that "the men connected with the firm had faith in the enterprise and are backing their faith with their money", which would likely give some indication of its productive status.

The stockholders were clearly anticipating big things for the company which was likely supported by the numerous enquiries which apparently were received, not only from all parts of Canada but from one of the largest dealers in England which was asking for the exclusive agency for the British Isles, as well as from Argentina and British Guiana. Predictions were optimistically being made that Keeton Motors would become one of the largest industrial establishments in Brantford, and it seems, for good reason.

The publication "CARS OF CANADA", describes the Keeton Model 4-35 as a light car with a sporty V-shaped radiator and four cylinder Northway Engine available only as a five passenger touring car. It was claimed to be the first Canadian car with wire wheels. A spare wheel with tire was carried at the rear, instead of the usual rim and tire. Wheelbase of the 4-35 was 114 inches and Keeton claimed there was plenty of room in the tonneau for an extra seat for two children. Delco electric starting and lighting were standard. With its real leather upholstery and jaunty styling, the 4-35 was described as an attractive value.

Once again, enthusiasm was evident when an article was published in THE BRANTFORD DAILY COURIER on December 4th, 1913, as follows:

KEETON MOTOR COMPANY GET OUT A NEW CAR

FIRM IS PREPARING FOR BIG BUSINESS OPERATIONS AT FIRST OF THE YEAR---NEW CAR IS A HUMMER

The industry of "Keeton Motors, Limited", Brantford has been re-financed and the gentlemen now connected with the firm have put in much more money.

A Courier representative recently had the pleasure of a trial spin in the latest model, 4 cylinder, 35 horse power, with Mr. Keeton at the driving wheel, and the test most completely demonstrated the exceptional merits of the high grade but comparatively low priced car. The roadways after leaving the city were especially chosen for their rough up hill and down dale nature, and under every test the motor behaved in a most delightful and steady manner. In fact the writer never sat in a machine possessed of easier running qualities.

The concern which is established in the premises formerly occupied by the Barber-Ellis Company is in affiliation with the celebrated Keeton Motor Car Works of Detroit, and has the same patents and the same skilled engineering advice. The idea of manufacturing in Canada is to serve the Dominion Trade and that of the British Possessions.

The car is of beautiful design and the many new mechanical features are of a most notable description. The motto of the firm is in effect "as low as possible for a high class product". The cost is \$1,175 or \$1,295 with special equipment -electric starter, electric headlights and tail lamps and electric horn.

Special features to be noted in connection with this model production are:

- 1st That there are only two cars marketed in Canada at a lower rate and they are much smaller.
- 2nd That it is the lowest price car marketed in Canada with electric starting and lighting equipment.
- 3rd That it is the only car marketed in Canada under \$1,600 using imported ball bearings.
- 4th That it is the only car marketed in Canada under \$3,000 making a specialty of demountable wire wheel equipment, meaning 68 per cent more tire mileage.
- 5th That it is equipped with "one man" top and "quick" curtains that fold away into the top.
- 6th That the body has more room than any other marketed in Canada under \$1,800.
- 7th That the chassis is long enough to accommodate closed town car, taxi-cab and roomy delivery bodies, and that it is sold without body equipment if desired, giving a good opening into a lucrative commercial field.
- 8th That it has more power per one hundred pounds than any car equipped with electric starter and marketed in Canada under \$3,000.
- 9th That it is quiet, easy riding, staunch, roomy, comfortable, powerful, fast and economical in first cost and operation and that the guarantee is for life.

The Company consists of President, F.M. Keeton; Vice-President and Treasurer, J.B. Detwiler; Mr. E. Sweet, Secretary;

Directors, J.W. Verity and Percy Verity, Mr. John F. Schultz is General Manager.

The Company already had enquiries from representative distributing firms in London, England, the Argentine Republic and other countries. Commencing with January it is hoped to produce 500 cars in 1914 and 2,500 in 1915.

If merit, price and attractiveness count, the "Keeton Motors" should in the not too distant future warrant one of the largest factories in this city.

This article was obviously intended to introduce the 1914 Keeton Model 4 35 to the motoring public and judging from its tone, the Courier representative exposed to the trial spin, seemed most impressed with "the exceptional merit of the high grade but comparatively low priced car".

The special features noted as standard equipment and the qualities stated in the article seem to indicate that the Model 4-35, compared to other comparatively equipped cars, was an excellent value.

Once again it is noted in the article that enquiries regarding distribution of the Keeton had been received on an international scale and that the firm should in the not too distant future warrant one of the largest factories in the city.

It is interesting to note that the name of Mr. W.G. Houck, one of the original stockholders and directors of the firm, who was from Wayne County, Michigan, was absent from the article.

THE BRANTFORD DAILY EXPOSITOR on December 6th, 1913, published an Industrial Supplement to its daily edition, which included an article dealing with Keeton Motors, Limited, entitled, "BRANTFORD'S MOTOR MAKERS". The article included pictures of the Keeton Model 6 48 and 4-35. THE BRANTFORD DAILY COURIER on December 20th, 1913, published an article entitled "KEETON MOTORS", which included a picture of the Keeton Model 6-48.

The EXPOSITOR article of December 6th and the COURIER article of December 20th, stated basically, as follows:

A concern that bids fair to grow into one of international prominence is the Keeton Motors, Limited. The Company is distinctly Brantford, practically all of its stock held by local capitalists, with names such as, J.B. Detwiler, W.J. Verity, T.L. Wood. P.E. Verity, E. Sweet, W.G. Ranton, C.F. Verity, F.M. Keeton, W.C. Boddy and J.F. Schultz.

A most extensive plant is occupied by the Company on Elgin Street, and is fully equipped to turn out a large number of cars with facility.

In addition to the six cylinder French car which the Company manufactured last season, and which is patterned after the famous Renault car, a new 4-35 English type model is being offered for 1914. This combination, judging from the enquiries which the Company have received bids fair to make Brantford famous as an automobile centre.

We are informed by the General Manager, Mr. J.F. Schultz that over 500 applications have been received from Agencies, and one recently from one of the largest automobile distributors in London, England, who desired to enter into a contract for three years. One of the attractive features of the new model is the price. We understand that this car will be sold with regular equipment for \$1,175 and with electric lighting and starter for \$1,295.

Among the salient features of the car that promises to revolutionize the automobile industry are: First - Its power plant This is cast en bloc, with removable cylinder heads, exposing pistons and valve heads, and allowing easy grinding of valves and removal of carbon deposits, manufactured by the Northway Company of Detroit. Over 25,000 of these motors were made and sold last year. Second - Transmission - Unit with motor. Third - Wire wheels of acknowledged superiority over the old style wooden wheels. Fourth - Delco Electric Starter. And many other features which will be appreciated by automobile experts. Its upholstery is luxuriant, and grace is exhibited in its every line while quality will be the basic principle of manufacture, the Company realizing that 1,000 satisfactory cars sold this year will sell over 3,000 the following year.



The EXPOSITOR/COURIER bespeaks for Keeton's and for its product - the highest success and the good will for the automobile buying public, with the assurance that value will play a large part of its make-up.

As usual, the articles in the EXPOSITOR and the COURIER continued to express optimism in the future of Keeton Motors, predicting international prominence.

The stockholders noted in the articles were all prominent and respected citizens within the business community, and with the exception of Mr. Keeton, residents of Brantford. As previously noted, Mr. Keeton was President of the firm; Mr. Detwiler, Vice President and Treasurer, was also manager of the Steel Company of Canada; Mr. Sweet, Secretary, was also a partner in the Law Firm of Harley and Sweet; Mr. Schultz, General Manager.

The remaining stockholders were also associated with other industries and businesses in the City of Brantford, as follows: W.C. Boddy, Manager of the Brantford Branch of the Standard Bank of Canada; W.G. Ranton, Secretary/Treasurer of the Verity Plow Company; P.E. Verity, Superintendent of the Verity Plow Company; W. J. Verity, General Manager of the Verity Plow Company; T.L. Wood, Wood Bros. Flour Mills; C.F. Verity, Vice President of the Verity Plow Company. Once again, the name of W.G. Houck, was absent from the list of stockholders.

Emphasis was placed on several of the mechanical features of the Model 4-35, which the article stated promised to revolutionize the automobile industry, including the power plant, transmission, wire wheels and electric starter.

## CHAPTER FOUR

### AN ALL CANADIAN FIRM

The publication, CARS OF CANADA, states that Keeton Motors of Detroit, Michigan, the parent firm of Keeton Motors, Limited of Brantford, ceased production early in 1914. The Brantford operation continued to thrive and built both the Model 6-48 and the 4-35 throughout 1914. The U.S. firm at this point in time was known as The American Voiturette Company, having absorbed the Keeton Motor Company.

THE BRANTFORD DAILY EXPOSITOR published an article on March 3rd, 1914, which Keeton Motors likely would have been able to use to its advantage in sales promotion and advertising. The article stated as follows:

#### A TRIUMPH FOR THE KEETON CAR

To Mr. John Moodie of Hamilton is attributed the great honour of having been the first owner of a real gasoline engine in Canada. This particular car was a Winton which Mr. Moodie afterwards sold to Dr. P.E. Doolittle of Toronto who is credited with having been the first owner of a gasoline engine in the City of Toronto and many are the people who in the older days used to smile at the Doctor pushing his car home with assistance of a few sympathizers. Mr. Moodie is probably the best posted authority in Canada. He has owned and driven many cars since he purchased his first car and is now the owner of two magnificent Daimlers, a splendid limousine and a large touring car as well as a powerful roadster of another make.

Mr. Moodie sails from Halifax for Europe en route for his annual auto trip on the great new Allan Line S.S. Alsatian on March 28th. After exhaustive research at the Toronto Auto Show and elsewhere, Mr. Moodie chose a "Keeton" new model 4-35 touring car as the most appropriate car in which to make a quick, classy, luxurious and thoroughly enjoyable motor trip with his family in the British Isles. His taking a "Keeton" 4-35 with him in preference to all other Canadian, American and English cars, which he thoroughly investigated and the decision in light of his experience as an owner and operator of many and all kinds of motor cars, covering many years, must of necessity prove intensely interesting to all owners and operators of automobiles.

Mr. Moodie was obviously an automobile authority, based on experience and thoroughly researching any car which he considered purchasing and obviously the Keeton 4-35 met his high standards, which speaks highly of its quality and workmanship and did much to enhance the cars already favourable reputation.

As an interesting aside, John Moodie is credited with being perhaps the best known pioneer motorist in Canada. The Winton automobile which is noted in the article, was purchased by him in 18-98 in the United States and according to the Winton people, was the second automobile sold in North America and he subsequently sold it to Dr. Doolittle

in 1899. Mr. Moodie bought so many cars that in his later years he was unable to remember the exact number. He helped found the Toronto and Hamilton Automobile Clubs and the Ontario Motor League.

Also of interest, Dr. Perry Doolittle was one of the first Ontario motorists who devoted himself to the good roads movement. He tirelessly promoted the idea of a coast to coast highway, becoming known as "The Father of the Trans Canada Highway", even though he died years before the Highway was to become a reality. Dr. Doolittle and Mr. Ed Flickenger, a photographer for the Ford Motor Company, were the first two men to drive a car across Canada. This occurred in 1925, when they drove a Ford from Coast to Coast. The trip took 120 days and for 835 miles, where there were no roads, flanged wheels were fitted to the car and they went by rail. Dr. Doolittle is also credited with persuading British Columbia and the Maritime Provinces to switch to driving on the right in conformity with the rest of the country.

During March of 1914, an advertisement was published in *MOTORING AND MOTOR TRADE OF CANADA*, entitled:

#### WHAT LIGHT CAR WILL YOU SELL THIS YEAR AND NEXT

It is likely that Keeton Motors of Brantford was attempting through this advertisement, to project an image of viability and financial stability and to promote the sale of its product since its parent firm in the United States had, in all probability, ceased production by this time. The Keeton Motor Company/American Voiturette Company of Detroit, Michigan, likely had ceased production due to financial insolvency, since it was in receivership by September of 1914.

A portion of the advertisement was entitled, "WHO WE ARE AND WHAT WE'VE GOT", and stated in part, as follows:

The Keeton Motors Limited is backed almost exclusively by Brantford's largest manufacturers, men who are known the world over in their respective lines, men who have made great successes. They have put their money and brains as manufacturers into this proposition determined to make THIS a great success. They realize that to make this success permanent that the design must be for strength and efficiency. To sell and please, it must ride comfortably, be gracefully lined and sell at a moderate price. These things, to the last degree, to keep in the front rank with improvement as the art progresses. Big output and small profit per car is our policy, rather than small output and big profit per car. These men made THEIR success by these methods. Mr. Keeton, the designer of these cars has been connected with the Motor manufacturing in the United States since its inception, and is responsible for some of that countries successful designs. He has followed closely the policies that have proven the most successful in the States, i.e., the selection of materials and parts of known proven reliability and efficiency, made by large concerns that have every facility for accurate production, and specialize in their respective lines. Such as Northway long stroke Motor and Unit Transmission, Delco Starting, Lighting and Ignition, made famous by use on cars of much higher price.

Salisbury Pressed Nickle, Full Floating Rear Axle, with Chrome Nickle Steel Shafts and highest grade Ball and Roller Bearings, Jacox Steering Gear (Mercedes Type) - Greenville Metal Products, I Beam Front Axle of steel, and especially selected and treated for the purpose.

Judging from the foregoing, Keeton Motors were obviously very dependent on foreign suppliers for parts necessary in manufacturing its product.

The advertisement basically applied to the Model 4-35, but included a brief reference to the availability of the Model 6-48.

On August 9th, 1912, in articles in THE BRANTFORD DAILY EXPOSITOR and THE BRANTFORD DAILY COURIER, it was predicted, rather optimistically, that Keeton Motors would have a work force of 250 to 300. During Brantford Old Home Week, held between August 9th and 14th, 1914, a Souvenir Book was published which contained a page entitled INDUSTRIAL BRANTFORD, FACTORIES AND EMPLOYEES, which was dated August 8th, 1914, and quoted figures for the number of employees of the various industries in Brantford. Keeton Motors was noted as having 40 employees, compared to 1,200 for the Massey Harris Company, 850 for The Cockshutt Plow Company and 450 for The Verity Plow Company. The figures quoted for Keeton Motors was considerably below the 250 to 300 projected by the Com-in 1912. Keeton Motors at this point would likely have been functioning as the wholly Canadian manufacturers of the Keeton Car since the parent firm, Keeton Motors/American Voiturette Company of Detroit, Michigan, had ceased production early in 1914. At this point in time the Company would have been producing both its Canadian production Models, the 6-48 and the 4-35.

An article was published on August 11th, 1914, in THE BRANTFORD DAILY EXPOSITOR, regarding an Industrial Exhibition held in the Brantford Armouries in conjunction with Brantford Old Home Week, as follows:

#### KEETON MOTOR CO.

Not the least attractive is the Keeton Motor Company's display consisting of two handsome automobiles, assembled in Brantford. The larger, a six cylinder, 5 passenger model, finished in light brown, is purchasable for \$3,700. The smaller machine, a five passenger model, torpedo body of the 1915 model, with 35 horsepower, is valued at \$1,450. The Manager, Mr. John Schultz is in charge of the booth.

Although the exhibition was held in August of 1914, it is of interest to note that production of the Model 4-35 had apparently already commenced for 1915. It is also of interest to note the increase in the price of the two models, \$550 for the six cylinder. Model 6-48, from the \$3,150 originally quoted in late 1912 and \$155 for the four cylinder. Model 4-35, from the \$1,295 originally quoted upon its introduction in 1913. The price of \$1,450 quoted in this article for the Model 4-35, differed from the \$1,390 quoted in the advertisement in the Old Home Week Souvenir Book.

On September 2nd, 1914, the following article of interest was published in THE BRANTFORD DAILY EXPOSITOR:

#### SOLD BIG CAR

The Keeton Motor Company yesterday completed the sale of their large 6 cylinder machine in which His Royal Highness, the Duke of Connaught and Princess Patricia rode during their last visit to this city to Mr. A.L. Bisnette, of Blenheim, Ontario.

During 1914, Brantford, along with the rest of the country, found itself the victim of an economic depression. Sales figures for the Canadian built Keeton are not available, but it is quite likely that the depression had a negative effect on the Company's fortunes since the purchase of an automobile would have been low on the priority list of most people during a period of tight money.

The outbreak of World War One on July 28th, 1914, also likely added to the Company's woes. Many local industries, including even the larger ones such as Massey-Harris had to reduce output due to cancellation of European contracts, which led to hard times over the winter months of 1914-15. Keeton Motors had been projecting plans to establish a foreign market for the Keeton Car throughout the British Commonwealth and elsewhere and if any degree of success had been met with it seems likely that its foreign sales would also have suffered as a result of War being declared.

It seems highly likely that the depressed economic conditions, combined with the War, would have dealt a serious blow to Keeton Motors long range plans and would have severely affected its finances.

Corporate records on file with the MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS, COMPANIES BRANCH, in Toronto, indicate that the last recorded annual meeting of the Stockholders of Keeton Motors, Limited, was held on November 21st, 1914.

On January 2nd, 1915, the following article was published in a U.S. Periodical of unknown origin:

#### KEETON CONTINUES FOUR CYLINDER MODEL

BRANTFORD, ONT., JAN.2 - Keeton Motors, Ltd., will continue its 35-horsepower, four-cylinder chassis for 1915. The car has a Northway power plant, Delco starting, lighting and ignition; Salisbury axles, the rear one floating and is equipped with Hyatt roller bearings. It has a V-shaped radiator and wire wheels and has left drive and centre control. It is furnished only as a five-passenger touring car, finished in real; leather, and provided with mohair top and complete equipment. It sells at \$1,390 in Canada. Until 1913, the company marketed a six-cylinder, 48 horsepower model, which was superseded by the present one in 1914.

The article implies that the firm did not produce the six cylinder model in Brantford in 1914 as it was superceded by the four cylinder model. The EXPOSITOR article of August 11th, 1914, contradicts the above, indicating the availability of the 6 cylinder model at that time.

On March 2nd, 1915, THE BRANTFORD DAILY EXPOSITOR, published the following article:

**KEETON COMPANY, MAY LAND LARGE WAR ORDER  
NEGOTIATIONS NOW UNDER WAY**

**CONTRACT HAS BEEN OFFERED FOR THE MANUFACTURE OF WAR MATERIALS, BUT THERE ARE SOME CONDITIONS TO BE CONSIDERED - WOULD MEAN BIG THINGS FOR LOCAL FIRM**

As a result of a hasty trip to England and France, F.M. Keeton of the Keeton Motor Company, who returned on Friday, after a five weeks' absence, has brought home, expectations that large orders for the manufacture of trucks will be placed in Brantford in the immediate future. If present plans materialize and Mr. Keeton is confident that they will, the local auto factory will be run to its utmost capacity for approximately the next twelve months, necessitating a very considerable increase in the present staff.

Representing the Keeton Motor Company, Mr. Keeton set out five weeks ago for Europe with the avowed intention of landing some orders for materials from some of the belligerents. His company had kept its agents in close touch with the government representatives of the various warring nations and evidently Mr. Keeton made the most of his time in the old country. Yesterday a telegram was received offering a order for certain goods, the manufacture of which would suffice to keep the local plant going at full speed for at least the next nine months. For obvious reasons, Mr. Keeton declined to divulge any of the details in connection with the conditions attached to the order or the name of the country concerned. The orders however, are there and as soon as a few minor details are arranged, which should not take longer than a week or ten days, the Brantford Branch of the Keeton Motor Company will, if successful, commence the undertaking. Mr. Keeton further stated that many of the large orders of a similiar nature would be forwarded to Canada by the allied powers within the very near future, and it was his conviction that his own company and other Canadian firms would profit thereby.

The Keeton Motor Company/American Voiturette Company of Detroit, Michigan, the parent firm of the Brantford operation, as previously noted, ceased production early in 1914, as a result of financial insolvency. The Brantford Plant continued to operate as an independent Canadian operation. The firm's President, Mr. F.M. Keeton, was obviously endeavouring to take advantage of the war time situation by going to Europe in order to attempt to acquire contracts with the Allies to produce trucks and other materials locally which certainly would have proved an asset and been conducive to continued operation of the Brantford Plant.

Mr. Keeton appears to have been hopefully speculating that orders would become a reality, possibly endeavouring to project to the public and to the firm's employees, an image of stability and that the company was in good standing, when in reality, it was likely on the verge of collapse. No records have been found, including local, those of the WAR PURCHASING COMMISSION and INDEXES TO FEDERAL GOVERNMENT ORDERS IN COUNCIL, on file at the Public Archives in Ottawa, to indicate that Mr. Keeton's efforts were successful and that any war time, military production ever occurred in the Brantford Plant, at least while it was being operated as Keeton Motors. The publication, CARS OF CANADA, indicates that Keeton Motors ceased production at its Brantford Plant during 1915 and as best can be determined, this appears to have occurred about mid-year.

Later in 1915, a new venture, likely resulting from Mr. Keeton's European overtures, was embarked upon and a separate company was established, likely for the express purpose of manufacturing motor trucks and which was known as Motor Trucks, Limited. The new firm also operated at 69 Elgin Street in conjunction with Keeton Motors.

It appears that a change in the management of Keeton Motors may also have occurred during 1915. After Forrest Keeton's excursion to Europe, in an apparent effort to acquire contracts with the Allied Nations to provide military type trucks and other materials, no further mention of him is found in connection with Keeton Motors or with the subsequent Motor Trucks operation. It is only speculation, but it seems probable that he either lost or gave up control of the local operation due to the financial difficulties the U.S. parent firm was experiencing, which resulted in it being placed in receivership by September of 1914, thereby, in all probability, requiring his full time and attention in Detroit.

Mr. John F. Schultz had been associated with Keeton Motors since shortly after its formation and was General Manager for much of that time. In 1915, VERNON'S CITY OF BRANTFORD DIRECTORY, lists Mr. Schultz as a Director of Keeton Motors, while prior to this time the listing had been that of General Manager. Information has been acquired from Mr. Schultz's son Harold that Mr. Schultz severed his association with Keeton Motors around 1915 or 1916 and that it is believed that his departure resulted from the decision to manufacture trucks. Mr. John B. Detwiler became President of the Motor Trucks firm and it seems conceivable that he likely also assumed the same position with Keeton Motors. Prior to this time Mr. Detwiler had been Vice President of Keeton Motors. In the 1915 and 1916 editions of VERNON'S CITY OF BRANTFORD DIRECTORY, Mr. Forest C. Dickey, is listed as Assistant Manager of Keeton Motors and in 1917 he is listed as holding that position with both Keeton Motors and Motor Trucks and in 1918 and 1919, with Motor Trucks only. It is believed that Forest C. Dickey was a brother in law of John B. Detwiler, whose wife's maiden name was Dickey.

An advertisement for the 1915 Keeton was published in THE BRANTFORD DAILY EXPOSITOR on March 6th and 13th, 1915, noting that the car was available in a five passenger touring model and a two passenger roadster. The publication, CARS OF CANADA, states that the Keeton Model 4-35 was only available as a five passenger touring car.

New features were noted for the 1915 Keeton, including:

1. Improved body lines, giving a graceful stream line effect.
2. Clear vision, rain vision windshield.
3. Deeper and softer upholstery with only a high grade of leather used.
4. Gasoline tank at rear, giving a better distribution of weight.
5. Vacuum gravity gasoline feed - a feature of the higher priced car.
6. Addition of One-man-Mohair top, extra tire and tube as standard equipment.

Prices of \$1,375 and \$1,425 were quoted.

The advertisement went on to state:

The KEETON in its first year has made a name for itself that we are proud of. It has proven to be a SUPERIOR car. In uninterrupted service the moderate priced KEETON has shown itself the equal of many of the higher priced cars. While retaining all of the features of our 1914 Model, refinements have been added that make our new Model excel in style, in comfort and service of any other car anywhere near the price of the KEETON.

The Keeton Model 4-35 had been introduced late in 1913, for the 1914 production year.

The advertisement emphasized that the KEETON was: **THE ONLY MODERATE PRICED CAR MADE IN CANADA BY A FIRM NOT AFFILIATED WITH ANY AMERICAN OR FOREIGN FIRM.** This statement results from the fact that the Detroit, Michigan based parent firm, the Keeton Motor Company/American Voiturette Company ceased production early in 1914.

The advertisement also indicated that J. HOLDING & SON were the Local Agents for Keeton Motors, Limited. Mr. Norman Houlding, a son of John Houlding, recalls that his father and older brother, Gordon, operated an Automobile Agency at 42 Dalhousie Street (The name HOLDING in the advertisement is misspelled - the correct spelling is HOULDING). It is not known when Mr. Houlding and his son were appointed as Keeton Agents but it is likely they only sold the car for a brief period since a different agent was appointed in April of 1915. It is likely that they sold the Keeton Cars from the Dalhousie Street location.

With the American parent firm halting production, Keeton Motors, Limited of Brantford then became a wholly Canadian producer of the Keeton Automobile. The firm apparently ceased production in Brantford of the 6 cylinder Model 6-48 in 1914. It appears that the only model produced in Brantford in 1915 was the 4-35, in the two aforementioned styles, a five passenger touring and two passenger roadster and that due to the First World War, sales would likely have been restricted to Canada.

Although the firm stressed that it was not affiliated with any American or Foreign firm, to some degree, it was still subject to U.S. and foreign domination since the Keeton Engine



was manufactured by Northway of Detroit and likely other parts were also obtained from the U.S. as well as from Europe.

A further advertisement which indicated that J. HOLDING & SON were Keeton Agents, was published in THE BRANTFORD DAILY EXPOSITOR on March 20th, 1915 (HOLDING was also misspelled on this occasion). The advertisement depicted a five passenger touring model and stated:

KEETON - Gives you Maximum Value for every dollar expended -combines high grade units and material not found in other cars at the Keeton price. You want value? Buy a Keeton.

On April 20th, 1915, the following article was published in THE BRANTFORD DAILY EXPOSITOR:

IS APPOINTED KEETON AGENT

MR. JOHN HODGE BECOMES SELLING AGENT IN BRANT COUNTY

The announcement is made by the Keeton Motor Co. that it has appointed Mr. John Hodge as its selling agent in Brant County, his duties to commence at once. Mr. Hodge is thoroughly experienced as a salesman and he says himself, nothing gives him greater pleasure than to have charge of the selling and of a real good article of some kind. In the Keeton car, Mr. Hodge not only has an article of genuine merit, but he has one that is built by Brantford mechanics and financed by Brantford Capital, consequently, Mr. Hodge feels that he has a selling arrangement that should appeal to the citizens of Brantford.

The Keeton has made good. Everywhere it has been tried it has won a high place in the opinion of motorists who know it and there is a big future ahead of it. Several improvements have been made in the car this season and Mr. Hodge expects to be able to sell a large number.

Optimism is still in evidence in the article. The Keeton Model 4-35, from all reports, appears to have been favourably accepted by the motoring public and once again, a big future is predicted for it. This optimism would be short lived.

An advertisement, noting that JOHN HODGE was the Local Agent for Keeton Motors, Limited, was published in THE BRANTFORD DAILY EXPOSITOR on May 7th, 1915. The advertisement included a phone number, 850, which was listed in the telephone directory to John Hodge at his residence at 130 Northumberland Street. Northumberland Street was changed to East Avenue around 1920. The advertisement depicted the Keeton Model 4-35, two passenger roadster and emphasized as follows: AND THIS WONDERFUL CAR IS BUILT IN YOUR HOME OF BRANTFORD.

A further advertisement, also indicating that Keeton Motors Local Agent was JOHN HODGE, was published in THE BRANTFORD DAILY EXPOSITOR on May 18th, 1915. It depicted a Keeton Model 4-35, five passenger touring and emphasized as follows: WHY NOT BUY A NEW 1915 KEETON MOTOR CAR DIRECT FROM THE FACTORY IN BRANTFORD.

The advertisement also indicated: Tires at your option, are the Dunlop, Dominion or Good Year and the KEETON is delivered to you fully equipped with five wheels, five tires, jack, pump, tool kit, tire repair outfit, together with a guarantee covering a period of six months. It is interesting to note that an article published in THE BRANTFORD DAILY COURIER on December 4th, 1913, indicated that the firm's guarantee was for life. Demonstrations were cheerfully arranged by telephone or mail to Keeton Motors, Limited.

On June 14th, 1915, an article of interest was published in THE BRANTFORD DAILY EXPOSITOR, as follows:

**CAR TURNED TURTLE; BRUISES FOR THE PARTY  
BRANTFORD MEN IN A NASTY AUTO ACCIDENT ON THE HAMILTON ROAD  
NEAR ANCASTER, BURIED UNDER THE KEETON CAR, W.C. BIGGAR HAD  
COLLAR BONE BROKEN**

Going through a fence with a car at full speed, down a ditch and to the bottom of an incline, with the car turning turtle, was the experience of a local party on Saturday afternoon. By an act of providence, not one was badly injured, though cuts, bruises and sprains were common, and one of the party had to go to hospital with a sprained chest and a broken collar bone.

The party consisted of W.C. Biggar, Mount Pleasant, driving a new Keeton car of last years model, Arthur and Sam Burnley, A. Hart and A. Ames. They were on their way to Hamilton from this city and had reached the sharp turn on the Hamilton Road near Ancaster, at the lime kiln corner. To take the corner Biggar, who was driving went to put his foot on the brake. In error he put it on the accelerator and instead of the car taking the turn slowly, it leaped full speed ahead. The car crashed through the fence at this point, over the ditch and then rolled to the bottom of the hill, turning turtle.

Sam Burnley was thrown out of the car with much violence, receiving severe cuts and bruises on his face and body. The remainder of the party stuck with the car and when it stopped found themselves on the ground with the car turned turtle on top of them. They managed to get out and on taking stock found that Biggar had received a severe sprain in the chest and broken collar bone while the remainder of the party were recipients of cuts, bruises and a severe shock. The doctor from Ancaster was called and found that there were no serious injuries.

Burnley proceeded home by radial while the other members of the party remained with the car. A new wheel was secured, one of the wheels having been bent out of shape, the

car was pushed to the top again and the party came home in the car with Biggar gamely driving. On arrival here he went to hospital while the others went to their beds, taking their bruises and cuts with them. They will be around again today.

The accident was a nasty one and it was fortunate that under the circumstances they got off as lightly as they did. The accident proved the strength of the Keeton car, a Brantford product.

The above article was the final reference regarding the Keeton car that was found in the local press. Although the article refers to the Keeton as a Brantford product, there is nothing to indicate that it was still in production at this time.

The publication, CARS OF CANADA, states that no sales figures are available for either of the Keeton models, but they must have been reasonable because production of the 4-35 continued into 1915, although its U.S. builders had folded up early in 1914. With its U.S. links cut and the advent of the First World War, Keeton Motors in Brantford apparently ended production during 1915. It seems likely, considering the date of the last noted advertisement in the EXPOSITOR, May 18th, 1915, that the firm likely ceased production about mid-year.

Since Keeton Motors was dependent on U.S. and foreign suppliers for its engines and many other parts in order to manufacture its automobiles, it seems likely that its supply lines were severed due to support of the War Effort, which would have received priority status.

Considering that Keeton Motors produced cars in Brantford from late in 1912, likely until mid-1915, that a second model was introduced in Canada for the 1914 Model Year in addition to the original 1913 model, that the Canadian operation outlasted its American parent by in excess of one year, the predicted production figures of cars to be built in the Brantford Plant that were published in the local press, it seems safe to speculate that as many as 2,500 Keetons could have been manufactured in Brantford.

VERNON'S CITY OF BRANTFORD DIRECTORIES, as previously noted, indicate that Keeton Motors, Limited, apparently remained in operation at 69 Elgin Street until 1919. The BELL TELEPHONE COMPANY directories indicate a telephone listing, number 261 for Keeton Motors until 1916. In 1917, the number was listed to Motor Trucks. Information regarding the activities of Keeton Motors during the period 1915 to 1919 are basically non-existent. If in fact the firm remained operational until 1919, it seems probable that it would have been for the purpose of parts distribution for cars sold during production years and to dispose of cars which had been built but not sold at the time that the firm ceased production.

It is only conjecture, but the remote possibility exists that the firm remained in non-productive operation as long as it did in the hope that its supply lines from the United States and elsewhere could be re-established and that production of the Canadian Keeton Automobile would again commence, which quite obviously was not to be.

There are indications that the demand for motor trucks, both for domestic and military purposes, increased considerably during 1915. It is once again speculation, but it seems probable that with the production of cars being brought to a halt that the management of Keeton Motors in Brantford made a decision to capitalize on the situation and converted their facilities to permit the production of trucks, establishing a new corporate entity, known as Motor Trucks, Limited.

Keeton Motors, Limited, continued to exist as a legal entity, although not actively, until May 9th, 1955, when the Corporation established on July 23rd, 1912, was finally dissolved by William M. Nickle, Provincial Secretary for the Province of Ontario, under the authority of The Corporations Act , 1953, as a result of defaulting in filing its annual returns.

## CHAPTER FIVE

### MOTOR TRUCK AND MUNITIONS

With the declaration of World War One, steel and other materials required in the manufacture of automobiles became in short supply during the latter part of 1915, due to production of goods to supply the European War Effort. This created a shortage of automobiles available to the motoring public just when the industry was recovering from the economic depression of 1914. The demand for motor trucks had increased drastically, not only for domestic use but to satisfy European War Orders, which was of considerable benefit to truck manufacturers.

Information regarding the development of Motor Trucks, Limited in Brantford is virtually non-existent and therefore, conjecture and speculation must be relied upon. The management of Keeton Motors, likely wishing to fill the void left as a result of the termination of production of the Keeton automobile, in all probability, made a decision to capitalize on the demand for motor trucks and, for reasons known only to themselves, set up a new company for that purpose, rather than to do so under the Keeton name.

When exactly the decision was made to establish the new company, is unknown, but it likely occurred relatively soon after Forrest Keeton returned from Europe when he endeavoured to acquire contracts with the Allies to produce Military Type Trucks and other materials locally. Motor Trucks, Limited, apparently submitted quotations to the Canadian War Purchasing Commission for the supply of Military Type Trucks late in 1915 and early in 1916, and as a result of their efforts, were successful in being awarded two separate contracts for the manufacture of trucks.

Motor Trucks, Limited, was incorporated in accordance with the Companies Act, Revised Statutes of Canada, by Federal Letters Patent issued by the Department of the Secretary of State on December 28th, 1915, with an authorized capital of \$1,000,000, divided into 10,000 shares of \$100 each. The Company obviously commenced operations sometime prior to the actual date of incorporation, which will be indicated by subsequent information. For whatever reason, the initial development of Motor Trucks appears to have been kept very low key, since there was no media exposure such as that accorded Keeton Motors when it was established.

The directors of Motor Trucks, Limited were as follows: J.B. Detwiler, President, while also retaining the position of Manager of The Steel Company of Canada; W.J. Verity, Director, while also retaining the position of President and General Manager of the Verity Plow Company; Roy Secord, Managing Director, while also retaining the position of First Vice President of P.H. Secord & Sons, Limited, Contractors; W.C. Boddy, Director, while also retaining the position of Manager of the Brantford Branch of the Standard Bank of Canada; Thomas Hendry, Director, while also retaining the position of District Manager of the Sun Life Assurance Company in Brantford.

The printed records of THE WAR PURCHASING COMMISSION and the INDEXES TO FEDERAL GOVERNMENT ORDERS IN COUNCIL indicate as follows:

December 21st, 1915 Authority was granted by Order in Council No. PC 2930 for the purchase of 10 Military Type Trucks with electric self starters and electric lighting equipment, seats, cowls, wheels and tires at a total cost of \$28,000. The price had been quoted by Motor Transport Ltd. (Motor Trucks, Limited), Brantford, Ontario, but did not include the cost of duty on materials imported from the United States.

December 28th, 1915 - Mr. Howard Wilcox, representing Motor Transport (Motor Trucks, Limited), was asked to quote a definite figure for the trucks, including duty thereon.

December 29th, 1915 - The Committee of the Privy Council received a report from the War Purchasing Commission asking for authority on behalf of the Department of Militia and Defence to spend an additional \$8,000 on 10 Military Type Motor Trucks. This resulted from an amended quotation by Motor Trucks, Limited, of \$3,600 for each truck including duty, f.o.b. Brantford, Ontario, for a total of \$36,000. Authority was granted under Order in Council No. PC 3079 for the additional expenditure, on January 6th, 1916.

May 3rd, 1916 - Under the authority of Order in Council No. PC 995, the Committee of the Privy Council approved the purchase of forty-seven 3 ton motor trucks and two 1½ ton motor trucks at a total cost of \$146,000.86 from Motor Trucks, Limited, of Brantford, Ontario.

The Director of Military Stores, Lieutenant Colonel W. Hallick, stated in a memorandum that the trucks were needed for the purpose of facilitating transport services at the camps to be held in Canada during 1916. He further pointed out that motor transport would save a great amount of hired horse transport and that a great deal of the initial expense would be recovered in the saving of hire of wagons and the feeding and other maintenance of horses as each motor truck would approximately do the work of three ordinary wagons, three teams and three drivers.

Major General D.A. MacDonald, Quartermaster-General, in a memorandum, noted that motor transport is very desirable on account of the large number of men being trained in each camp and the resulting extensive service required from the Transport Department. He then noted that there was little or no horse transport available.

The forty-nine trucks supplied in May of 1916, were distributed to the following camps:

Petewawa	1
Kingston	2
Toronto	3
Niagara	10
London	3
Camp Hughes	12
Valcartier	10
Sarcee	5
Vernon	3

The records of THE WAR PURCHASING COMMISSION also indicate that Motor Trucks, Limited, received two contracts for spare truck parts and one contract for special tool kits.

Order in Council No. PC 2930, inadvertently refers to Motor Transport, Ltd. of Brantford, rather than Motor Trucks, Limited. This appears to have either been done in error or was the name initially intended for the company prior to it being incorporated as Motor Trucks, Limited. A firm known as Motor Transport, Limited was incorporated, but not until February 17th, 1920 and its organization was never completed. Motor Transport never did any business and there was no connection with Motor Trucks, Limited. Order in Council No. PC 2930 is dated December 21st, 1915, one week prior to the date Motor Trucks, Limited received its Letters Patent, which confirms that the Company had likely been doing business for some time.

Information has been received which indicates that the trucks manufactured by Motor Trucks, Limited, may have had a Knight-Moline engine, but all remaining descriptors and the commercial name under which the truck was marketed, remain elusive, other than that they had electric self starters and electric lighting. It is believed that the trucks had solid rubber tires and an open cab. To some Brantford residents, it became known as the "Keeton" truck, likely due to the fact that it was manufactured in the plant where the Keeton Automobile was formerly produced. It was likely only produced for about two years, from 1915 until 1917.

Order in Council No. PC 2930 refers to materials required in the manufacture of the trucks being imported from the United States. Component parts required in the assembly of trucks in the Motor Trucks Plant were likely imported from the United States, as import duties were lower than they would have been on a fully assembled truck. It is feasible that component parts could have been acquired from more than one U.S. source, although there is nothing to indicate where that source or sources may have been. The truck could have been marketed under a U.S. Manufacturer's name or Motor Trucks could have adopted its own commercial name.

On April 6th, 1917, THE BRANTFORD DAILY EXPOSITOR, published a report that the United States had declared war on Germany, which, as will be seen, would have a profound effect on the fortunes of Motor Trucks, Limited and its successor, Blue Bird Corporation, Limited. Many Canadian manufacturers, Motor Trucks included, were called upon to meet the needs of the United States and its European Allies for war supplies and Motor Trucks would subsequently undertake the manufacture of military shells.

The property at 69 Elgin Street had been leased by Keeton Motors from the Barber-Ellis Company, commencing in 1912, and this arrangement apparently continued with the formation of Motor Trucks, Limited. Records on file at the BRANT COUNTY REGISTRY OFFICE, indicate that on June 30th, 1917, this property was purchased from Barber Ellis, Limited by Motor Trucks, Limited.

VERNON'S CITY OF BRANTFORD DIRECTORY for the year 1918, lists Motor Trucks, Limited at 69 Elgin Street as Shell Manufacturers. Motor Trucks was manufacturing military shells for the United States Government under the terms of a contract likely entered into late in 1917 or early in 1918.

Negotiations apparently took place between Motor Trucks and the United States Government, resulting in the signing of a second agreement on May 18th, 1918, to manufacture additional military shells. It was apparently recognized by both parties that the firm's facilities at 69 Elgin Street were inadequate to satisfy the requirements of the second agreement and plans were formulated by Motor Trucks to acquire additional land and erect a new factory building.

Records at the BRANT COUNTY REGISTRY OFFICE indicate that a parcel of property on the south-west corner of Murray and Bruce Streets, was purchased by Motor Trucks, Limited on May 20th, 1918 and that an additional adjacent parcel was purchased by the firm on May 27th, 1918.

Records of the BUILDING DEPARTMENT OF THE CITY OF BRANTFORD indicate that a Building Permit was issued to Motor Trucks, Limited, on May 21st, 1918, for a factory to be erected at 298 Murray Street. The building was to be constructed by the contracting firm of P.H. Secord & Sons. The sum of \$937,000 was advanced to Motor Trucks through the U.S. War Credits Board, to acquire land, build the required facilities and equip it with machinery necessary in the manufacture of munitions. Construction of the new factory commenced May 21st, 1918.

During construction of the new Motor Trucks, Limited factory at Murray and Bruce Streets, THE BRANTFORD DAILY EXPOSITOR published a running commentary as the building progressed, as follows:



#### PURCHASED MACHINERY (May 22nd, 1918)

Mr. J.B. Detwiler, president of the Motor Trucks, Limited has returned to the city from a successful trip to the United States where he purchased \$200,000 worth of machinery for installment in the new plant. Immediate delivery of the machines necessary will be made.

#### STEEL ARRIVED (May 25th, 1918)

The steel for the construction of the new main building of the Motor Trucks Company has arrived in the city and it is expected that work in putting it up will be started on Monday. The cribbing for the concrete work is already completed.

#### WORKED ON SUNDAY (May 27th, 1918)

A big gang of men worked on Sunday at the Motor Trucks, Limited, on the new building construction work. A permit was secured from Mayor MacBride for the prosecution of the work on the Sabbath.

#### STEEL ON GROUND (May 29th, 1918)

The steel for the Motor Trucks new building is on the ground and rapid work on the concrete foundation is being made. A large number of teams are engaged on the job.

#### FOR HOUSING ACCOMMODATION (June 4th, 1918)

The Motor Trucks, Limited are getting ready for their increased staff at the plant when the additions are complete. Forms are being circulated among residents of the district on which they are asked to furnish particulars of boarding accommodations, which might be let. This information is being received so that as new employees are secured they can immediately be placed near the factory, if possible. Considerable success has already been achieved and when all the data is assembled, the company will know whether it will be necessary to construct dwelling houses or whether the accommodation will be sufficient for all needs.

#### ROOF ON BUILDING (June 18th, 1918)

Remarkable progress is being made at the Motor Trucks additions. Last night the roof was placed on the main building.

#### AT MOTOR TRUCKS (June 21st, 1918)

At the Motor Trucks, the contract is being rushed to completion and the contracting firm, Messrs. P.H. Secord & Sons Company is well up with the schedule. This contract calls for completion in 45 days and this is the 28th day. The floor in the main building 700 x 90 feet is being put in this week, the glass is half in and the roof is partially finished.

Work has already commenced on the other buildings, the foundation for the toolroom being completed. Three days of rainy weather has not greatly impeded the contractor on the job. Machinery will be here in due time for installation and active operation on the \$7,000,000 contract undertaken.

NOTE: The \$7,000,000 figure quoted in the article seems to be in error, considering that the equipment purchased by the firm for installation in the factory was quoted at \$200,000 and the U.S. War Credits Board had advanced \$937,000 to Motor Trucks. It likely should have read \$700,000.

#### MACHINES ARRIVED (July 4th, 1918)

Some 11 cars of machines for the Motor Trucks plant have arrived and are being unloaded. The main building is just about ready for the installation of the machines.

#### FORGINGS ARRIVED (July 6th, 1918)

The Motor Trucks plant is now being styled the "mushroom factory" of the city, on account of the quick growth. Big forgings have arrived at the plant and the staff is busy unloading car loads of materials and machinery for the commencement of operations.

#### CROWD AT FACTORY (July 8th, 1918)

Hundreds of people yesterday visited the new factory of the Motor Trucks where the floor of the main building now completed, made an attractive promenade. There was a gang of men at work yesterday and completion is being rushed satisfactorily.

#### TWENTY CARS ARRIVE (July 18th, 1918)

Thus far 20 cars of 9.5 shell forgings have arrived at the Motor Trucks plant, and some machinery was installed today for quick unloading of same at the factory.

The term "mushroom factory" which was applied to the new Motor Trucks factory in the EXPOSITOR article of July 6th, was appropriate due to the rapidity with which it was being erected. The contract with P.H. Secord & Sons called for its completion within 45 days and judging from its progression, as covered in the EXPOSITOR articles, it seems likely that it was ready for occupancy of the machinery and equipment necessary in the manufacture of munitions in the time specified. The erection of the factory building which was 70 feet by 900 feet and constructed of steel and brick, within 45 days, was a remarkable feat, considering that it would have to be done by manual means without the availability of today's technologically advanced construction methods and equipment.

Photos of the construction of the factory taken by PARK & CO. PHOTOGRAPHERS, show steel work which had been erected on the south side of the main building, which gave the impression that a foundry may have been intended as part of the factory complex. This steel work was apparently dismantled at some time prior to the building

being acquired by Reinhold Gunther in 1926. In more recent years, the current owners, Gunther Mele Limited, erected an addition on the south side of the main building and a cement foundation was discovered some five to six feet below the ground level in the general area where the earlier steel work would have been located.

Purchase Orders dated in October of 1918 and issued by Motor Trucks, Limited to John Bishop & Son, Hardware Merchants, who were located at 88 Colborne Street, are on file at the BRANT COUNTY MUSEUM. These Purchase Orders are stamped, identifying the facilities on Elgin Street as "A" Plant and also that the material named therein was required for use on U.S. War Order No. P.6625-2164A and refer to 4.7" Common Steel Shells.

Another Purchase Order, also dated in October of 1918 and issued by Motor Trucks to John Bishop and Son, is also on file at the BRANT COUNTY MUSEUM. This Purchase Order was stamped, identifying the new facility on Murray Street as "B" Plant and also that material named therein was required for use on War Order No. P. 8118-2383A. The contract covering this order was signed with the U.S. Government on May 18th, 1918 and referred to 240 m.m. Common Steel Shells.

On November 10th, 1918, an armistice was signed by the combatants involved in the First World War and on November 11th, Germany surrendered. The armistice preceded the actual delivery to the U.S. Government of any munitions from the new Motor Trucks factory at 298 Murray Street under the terms of the contract signed with the U.S. on May 18th.

On November 27th, 1918, a letter was received by Motor Trucks, Limited, from the Imperial Munitions Board on behalf of the U.S. Government advising that all work under the terms of the May 18th, contract should be discontinued. The Munitions Board had been appointed by the U.S. Government to inquire into and settle all claims arising out of such agreements.

On December 28th, 1918, Motor Trucks, Limited, appointed Mr. J.B. Detwiler, President of the firm and Mr. Frederick Andrewes, Secretary, to negotiate with the Munitions Board with reference to claims springing from the cancellation of all claims with the Board.

A letter was sent to Motor Trucks by the Munitions Board on January 18th, 1919, inviting claims for expenses relating to the cancelled munitions contract. The Board advised that claims for buildings were also to be included and that Motor Trucks should indicate what buildings were included in their claim of which they were prepared by repurchase, to relieve the United States Ordnance Department of responsibility. It was obviously the intent of the United States Government that buildings included in such claims were to become its property.

On May 13th, 1919, Motor Trucks filed its claim with the Imperial Munitions Board, totalling \$1,950,804.55, of which \$34,062.54 was claimed for land and \$342,434.35 for

buildings. An award of \$1,653,115.13 was arrived at from which was deducted the sum of \$937,000 which had been advanced to Motor Trucks by the War Credits Board, along with other pertinent deductions, leaving a balance payable to Motor Trucks of \$637,812.58.

Records on file at the BRANT COUNTY REGISTRY OFFICE, indicate that the Mortgage on the property at 69 Elgin Street, held by the previous owners, Barber-Ellis, Limited, was discharged by Motor Trucks, Limited, on July 5th, 1919.

On October 7th, 1919, the United States Government and Motor Trucks, Limited, concluded an agreement in which Motor Trucks agreed that the sum of \$637,812.58 would constitute a complete settlement of their claim. This agreement was executed by the parties on November 8th and superceded the contract signed with the U.S. Government on May 18th.

The agreement of October 7th, specified that title to all property included in an attached Schedule was to be vested in the United States upon execution of same and was intended to include the land and buildings.

Between the 11th and 15th of November, 1919, the officers of Motor Trucks discovered that the lands and buildings were not included in the Schedule in the form in which it had been intended. Motor Trucks decided to take advantage of the error and refused to vest ownership of the Murray Street property in the United States Government, as they had initially agreed to.

Records of CONSUMER AND CORPORATE AFFAIRS CANADA, CORPORATIONS BRANCH, indicate that the last meeting of stockholders of Motor Trucks, Limited, was held on December 19th, 1919, at which time it was reported that 6,500 of a possible 10,000 shares had been issued, with \$650,000 in capital subscribed.

The 1919 Edition of VERNON'S CITY OF BRANTFORD DIRECTORY, lists Keeton Motors, Limited, as being located on Murray Street near the Grand Trunk Railway, which was the newly erected Motor Trucks Plant, as well as at 69 Elgin Street.

On December 31st, 1919, a letter on Motor Trucks, Limited stationary, was sent to the attention of John Bishop & Son, over the signature of Forrest C. Dickey, Assistant Manager, providing the first indication of the organization of a new Company known as the Blue Bird Company. The letter requested that material was to be sent and invoices rendered to the Blue Bird Company in care of Motor Trucks, Ltd., and is on file at the BRANT COUNTY MUSEUM.

Motor Trucks, Limited continued to function after the First World War but it is not known what, if anything, the firm manufactured. There is no information available to indicate and it is improbable that it would have resumed production of motor trucks. It seems likely that much of the time of the Board of Directors of Motor Trucks was taken up in seeking out a new product to manufacture in their Brantford Plant.

An affidavit was submitted by Mr. J.B. Detwiler on April 18th, 1921, to the attention of the Department of the Secretary of State for Canada, indicating that Motor Trucks was no longer operating and that he was the remaining official of the Corporation. A further letter was apparently submitted on April 4th, 1922, indicating that the company had not done any commercial business since November of 1920.

Motor Trucks continued to exist as a legal entity, although inactively, until December 15th, 1980, when it was dissolved as a company pursuant to the Business Corporations Act.

Motor Trucks decision not to relinquish the property on Murray Street to the United States Government, in accordance with the terms of their agreement, would prove to be a tragic and no doubt, costly, error on their part, resulting in a long and fruitless legal battle with the United States Government.

On June 21st, 1920, a document confirming a pending law suit, was registered at the BRANT COUNTY REGISTRY OFFICE, on behalf of the United States Government. The document stated that the action was between the United States Government, and Sydney S. Underwood, acting by direction of the Chief of Ordnance, United States Army, and under the authority of the Secretary of War for the United States of America and Motor Trucks, Limited and called into question, title or interest of the Murray Street property owned by Motor Trucks.

On January 22nd, 1920, an article was published in THE BRANTFORD EXPOSITOR, as follows:

#### SUIT ENTERED FOR POSSESSION OF LOCAL PLANT

#### U.S. GOVERNMENT WANTS PAYMENT OF \$380,000 OR POSSESSION OF FACTORY

The following dispatch from Toronto refers to the Brantford Motor Trucks Case.

TORONTO, JAN. 21 - Acting for the United States of America, a Toronto legal firm has filed a writ at Osgoode Hall against the Motor Trucks, Limited of Brantford claiming a declaration that the defendants are trustees for the plaintiffs of certain buildings occupied by them or in the alternative for payment of \$380,000, for which the United States claims it paid the company for munitions contracts for which no munitions were received.

In connection with the above, local officials of the Motor Trucks Company explained this morning that the suit was one primarily for ownership of the new factory building erected in 1918, the deed for which, also possession, was held by the Brantford Company. The legal matter was quite expected and the matter will be argued in the courts in the usual way. Mr. Tilley, K.C., Toronto, has been engaged as counsel by the Brantford Company.

The foregoing was the initial step by the U.S. Government, in its effort to gain legal ownership of the Murray Street property.

VERNON'S CITY OF BRANTFORD DIRECTORY for 1920, indicates that the Murray Street Plant was occupied during that year by Motor Trucks and the newly established Blue Bird Corporation. The building appears to have been vacated during 1920, likely pending the outcome of the litigation over its ownership, between the United States Government and Motor Trucks, Limited.

## CHAPTER SIX

### WASHING MACHINES AND LITIGATION

With Motor Trucks, Limited, apparently no longer a viable corporate entity, its Board of Directors, in all likelihood, made a decision to orchestrate a reorganization of its business operation and to seek a new product which could be profitably manufactured in its Brantford facility. It is only speculation, but it is quite probable that such a recommendation would have been forthcoming at the final stockholders meeting of the Motor Trucks firm held on December 19th, 1919.

Blue Bird Corporation, Limited, was incorporated in accordance with the Companies Act, Revised Statutes of Canada, by Federal Letters Patent issued by the Department of the Secretary of State on February 2nd, 1920, with an authorized capital of \$1,000,000, divided into 10,000 shares of \$100 each. The directors were as follows: J.B. Detwiler, President and General Manager (no longer affiliated with The Steel Company of Canada); W.J. Verity, Vice President, while retaining the position of President of the Verity Plow Company; Roy E. Secord, Director, while retaining the position of Vice President and General Manager of P.H. Secord & Sons, Limited, Contractors; W.C. Boddy, Director, while retaining the position of Manager of the Brantford Branch of the Standard Bank of Canada; W.T. Henderson, Director, and a partner in the Law Firm of Henderson & Boddy; J.M. Young, Director and Manager of J.M. Young and Company, Dry Goods; Thomas Hendry, Treasurer, while retaining the position of Manager of The Sun Life Assurance Company in Brantford.

The above noted Board of Directors was basically identical to that of Motor Trucks, Limited, with the addition of W.T. Henderson and J.M. Young.

Blue Bird Corporation was also incorporated in accordance with the Ontario Companies Act by Provincial Letters Patent issued by the Provincial Secretary on February 3rd, 1920, for the stated purpose of the manufacture and sale of electric household appliances.

The Board of Directors was identical to that named in the Federal Charter, with the addition of Harry Dearle, who was listed as Secretary/Treasurer.

Since the formation of the Blue Bird Corporation, Limited, resulted from a reorganization of Motor Trucks, Limited, and considering the impending litigation with the U.S. Government, it seems probable that the assets of Motor Trucks would have been transferred, to the Blue Bird Corporation by the Board of Directors to protect their own best interests, since a negative decision would be directed to Motor Trucks and have no direct effect on Blue Bird.

Records on file at the BRANT COUNTY REGISTRY OFFICE, indicate that the property at 69 Elgin Street, owned by Motor Trucks, Limited, was sold to Blue Bird Corporation, Limited, on February 4th, 1920.

On March 10th, 1920, the following article was published in THE BRANTFORD EXPOSITOR:

#### HAVE 50 HANDS

The Blue Bird Manufacturing Company have already 50 hands at work and production has started at the Motor Trucks plant. The legal fight for the building has not yet been settled. In the meantime, the local company remains in full possession.

This article obviously refers to the Murray Street Plant, which at this point remained in the possession of Motor Trucks, Limited. It appears that steps were actually being taken to convert the Murray Street Plant to produce electric washing machines under the Blue Bird trade name and not that production of the washing machines was actually taking place, as the article seems to indicate.

The following article was published in THE BRANTFORD EXPOSITOR on March 11th, 1920:

#### UNCLE SAM'S COMPLAINT AGAINST LOCAL PLANT

POSSESSION OF WAR PLANT MOTOR TRUCKS, LTD., BEING SUED FOR CLAIMS TOTAL \$376,496 WITH \$100,000 FOR DAMAGES

#### ENTER NO DEFENCE

TORONTO - MAR. 11 - Sidney S. Underwood representing the United States of America has filed at Osgoode Hall the particulars of his claim for \$376,496 and \$100,000 damages against Motor Trucks, Limited of Brantford, Ontario.

On May 13, 1919, Frederick Andrewes, the secretary and accountant of Motor Trucks, Limited, filed with the Imperial Munitions Board a statement of its claim for compensation totalling \$1,950,804 and including: Lands, \$34,062; machinery, \$805,654; administrative and supervisory expenses, \$405,793. The total compensation that they asked was afterwards increased to \$2,005,729. Roy Secord, J.B. Detwiler and F. Andrewes were given as the managing director, president and secretary respectively of the company.

The claim of the company was discussed and on October 7, 1919, it was awarded \$1,633,203. The largest "cut" was in administrative expenses, which were reduced from \$405,793 to \$143,991. From this award was to be deducted, \$976,000 advanced by the War Credits Board, \$62,505 thereon and \$15,796 exchange at 2 and 3/4 per cent. The total sum then found to be owing by the United States to the Motor Trucks, Limited, was \$637,812.



On November 6, an agreement was signed between the two parties agreeing on this sum, and on November 10, the United States paid the \$637,812 and \$5,000 more, that by oversight was omitted.

The United States now say that by a mutual mistake, specific mention was omitted from the agreement signed on November 6th, of the lands valued at \$34,062 and buildings at \$342,430, making up the company's plant at Brantford. But it is said that these monies were included in the settlement of \$637,812.

They also say that Motor Trucks, Ltd. have refused to hand over the plant to the United States.

It is further claimed that Motor Trucks, Ltd., have offered through John Craig, adjuster of claims of the Imperial Munitions Board on October 29, 1919, to purchase the lands and factory at Brantford at a salvage price of \$118,142 for the buildings and \$21,037 for the land. On November 11, 1919, it is said that the company offered to heat and guard the plant for \$750 a month and arrange about \$1,000,000 insurance, an offer which the United States declined.

The United States now claims the plant and land valued at \$376,496 and \$100,000 damages. All of these allegations are made by the United States. The defence of the Motor Trucks, Ltd., has not been announced.

There is some conflict, although of a minor nature, between some of the figures in this article and those quoted on other occasions which are considered to be accurate, i.e. - the total amount of \$1,633,203 awarded to Motor Trucks, should have read \$1,653,115.13; the amount of \$976,000 advanced by the War Credits Board should have read \$937,000; the amount of \$342,430 for buildings should have read \$342,434.35.

It is of interest to note that Motor Trucks made an offer to purchase the lands and buildings for a salvage price of \$118,142 for the buildings and \$21,077 for the lands, totalling \$139,219, which was apparently unacceptable to the U.S. Government and was \$237,277 less than the actual values quoted. By its actions in offering to purchase the property at a salvage price, there is some suggestion that Motor Trucks may have realized the error of its way in refusing to turn over the property to the U.S. Government and was attempting to save face, but offered too little, too late.

An article was published in THE BRANTFORD EXPOSITOR on March 27th, 1920, in which Motor Trucks, Limited was mentioned as one of 88 Brantford firms manufacturing goods, although what was manufactured by the firm was not specified. The article also indicated that Brantford was a leader in the output of shells, although Motor Trucks had not manufactured munitions since 1918. It is suspected that Motor Trucks was actually in a state of transition at this point, with the formation of the Blue Bird Corporation having taken place, along with the accompanying preparation to convert the plant to permit the manufacture of washing machines under the Blue Bird trade name.

Commencing on May 27th, 1920, THE BRANTFORD EXPOSITOR published a number of articles, as follows:

#### MOTOR TRUCKS CASE (May 27, 1920)

The case of the United States Government against Motor Trucks, Limited, was opened at Osgoode Hall in Toronto yesterday when C.H. Kemp for the plaintiff moved for an examination of an officer of the defendant company and for a better Affidavit on production and for the attendance of Roy Secord to be held in Brantford on Saturday morning. Henderson and Boddy are representing the Motor Trucks and this morning entered a protest against the order for Mr. Secord to appear for examination.

#### NO HEARING HERE (May 29, 1920)

Because an appeal has been entered against a hearing being exacted from Mr. Roy Secord in the case between the United States Government and the Motor Trucks Company, there was no hearing in Brantford court this morning.

#### MOTOR TRUCKS CASE (May 31, 1920)

The appeal against the ruling of the Master that Mr. Roy Secord would have to appear for an examination in connection with the Motor Trucks case, will be argued in Toronto on Tuesday and it will depend on the court whether the hearing will take place in Brantford or not.

#### APPEAL DISMISSED (June 2nd, 1920)

At Osgoode Hall, Toronto, in the case of United States of America vs. Motor Trucks, Ltd., W.T. Henderson, K.C., for defendant, appealed from Order of Master in Chambers of 26th May, 1920, director of Defendant Company, to attend before local Master at Brantford for examination for discovery. D.L. McCarthy, K.C., for plaintiff. Appeal dismissed. Costs to plaintiff in any event.

For whatever reason, Counsel for the U.S. Government was intent upon extracting more information regarding the situation from Roy Secord, Managing Director of Motor Trucks. The Company appears to have been just as intent upon preventing this from occurring, by appealing the order of the Court to hold an examination for discovery. The appeal of Motor Trucks against the order was subsequently dismissed, with costs to the U.S. Government and undoubtedly, Mr. Secord was required to attend.

On June 3rd, as follows:

1920, THE BRANTFORD EXPOSITOR published an article,  
AT MOTOR TRUCKS

Some 60 men are on the payroll of the Blue Bird Manufacturing Company, engaged in setting up machinery and equipment, preparatory to manufacturing operations. Machinery is arriving daily at the plant.

The machinery and equipment being set up, was undoubtedly in the Elgin Street plant. It seems likely, at this stage, that the Murray Street plant had been vacated, pending the outcome of the litigation concerning ownership of the property.

A short article was published in THE BRANTFORD EXPOSITOR on June 30th, 1920, as follows:

STILL IN PROGRESS

The Motor Trucks trial with several Brantfordites in attendance is still progressing at Toronto today.

There is little to indicate at this point, what evidence was being adduced at the trial regarding ownership of the Motor Trucks property, but it appears to have been a lengthy one.

On July 29th, 1920, an article was published in THE BRANTFORD EXPOSITOR, as follows:

ALL FINISHED

One of the directors of the Motor Truck Company and of the new Blue Bird Company reported to the Expositor this morning that everything was in readiness for manufactory operation at the local plant and 100 men were now employed there.

This article provides a definite connection between Motor Trucks and the new Blue Bird Corporation. It appears likely that Motor Trucks remained corporately active until Blue Bird became fully and productively operational.

THE BRANTFORD EXPOSITOR published the following article on September 1st, 1920:

## FROM MUNITIONS PLANT TO PEACE PRODUCTIVITY

### CANADIAN BLUEBIRD CORPORATION HAS REACHED PRODUCTION STAGE AND WILL COVER CANADA

#### AN INDUSTRIAL FEAT

The conversion of a big munitions plant to peace time production, with conditions changing with great rapidity, and with the uncertainty of the future to face, an uncertainty more or less paralyzing many business ventures, was a problem faced by the old Motor Trucks Company, which company had launched heavily in the munitions output in Canada. The problem was faced with success, and Brantford today has one of the most promising new industries in the manufacture of electric washing machines by the Canadian Bluebird Corporation, with rights on a first class machine all over Canada and the British Empire. The story of the formation of this company dates back only a few months ago, and culminated in a trip to St. Louis in January last by Brantford men of capital and business sagacity. When the war closed, the directors of the Motor Trucks were looking around for some line which could be profitably turned out in their plant. The idea of electric washing machines was taken up, negotiations were opened with the big St. Louis firm, and patent rights were bought outright. The new company was capitalized at \$1,000,000 and the capital was quickly subscribed to the extent of \$750,000. There are all told 36 interested people, most of whom are Brantford men. The Brantford Company is a separate entity from the St. Louis group, which by the way had been amalgamated with a Dayton, Ohio firm, a stockholders suit having been settled by the amalgamation with other considerations entering late into the deal. The Brantford company, in launching into the new venture, is confident that the most efficient and marketable washing machine made was secured for manufacture here. Already there are more orders from the selling force than can be filled.

The company has just commenced an advertising campaign which will be spread from Montreal to Victoria, B.C. There is an exhibit at the Canadian National Exhibition, of the first machines made in Brantford and emphasis is being paid to the fact that the machines are the result of Canadian labor and made of Canadian material. Capacity production has not been reached at the local plant as yet but by January next, 100 machines per day will be the output. At present there is a staff of 100 employed at the plant. From the time of formation of the company, up to a few weeks ago, installation of machinery has been in progress, until the production stage has finally been reached.

The Bluebird washer works on the oscillatory principle, and no human effort is required outside of merely putting in the fabrics and turning on the current. In 15 minutes the machine does all the work, and without the slightest injury to the most delicate of garments placed therein. It is a great time and labour saver, and is being rapidly recognized as such where it has been tried.

The company proposes to start out by having 700 machines spread from Montreal to Victoria B.C., and the machines will act as the real advertisement throughout Canada for themselves. When the 700 have been distributed, capacity production will be reached, and the orders which now have to go unfilled will be taken care of. The company has indeed, a most promising future. Whether the new and bigger factory claimed by the U.S. Government known as Motor Trucks, will be eventually taken over is not known. That is a matter before the high courts.

The company has opened up a sales department at 331 Colborne Street, and has had an efficient sales force at work for some time all over the province. The Officers of the company are:

J.B. Detwiler, President and General Manager; W.J. Verity, Vice President; Thomas Hendry, Treasurer; W.T. Henderson, J.M. Young; Roy Secord, W.C. Boddy, Directors.

A post war boom apparently occurred immediately after the First World War, but by the end of 1919, it seems that depressed economic conditions had taken hold. The directors of the Motor Trucks Company were obviously ambitious in their plans to set up a new company and commence the manufacture of electric washing machines, particularly when considering the unfavourable economic climate. Their intentions appear to have been to sell their product across Canada, as well as internationally.

Considering the time period which likely would have been involved in negotiating with the U.S. parent firm, which ultimately resulted in Blue Bird of Brantford purchasing the patent rights to the washing machine, the directors of Motor Trucks likely commenced putting out feelers for a new product not long after the war ended.

The article states that Blue Bird was capitalized at \$1,000,000 and that capital had been subscribed to the extent of \$750,000. This conflicts with the \$512,400 which was reportedly subscribed to during the final shareholders meeting held on April 28th, 1922. It also stressed that the Brantford plant was a separate entity from the U.S. operation. The Company was optimistic in its prediction of future productivity and a promising future was being predicted.

A full page advertisement of interest was published in THE BRANTFORD EXPOSITOR on September 3rd, 1920, with the following heading:

**OUT OF BONDAGE**

**AN ANNOUNCEMENT OF THE GREATEST IMPORTANCE**

**EVERY WOMAN - EVERY HUSBAND - EVERY HOUSEHOLDER IN CANADA -  
SHOULD READ THIS MESSAGE**

In announcing that the Canadian - Made Blue Bird Electric Clothes Washer is "on the market" ready for delivery and use, we are privileged to make a revolutionary statement.

The Blue Bird Electric Clothes Washer is not simply a piece of machinery --- it is an institution --- an appliance that frees woman kind from her most disagreeable, distasteful and unhealthy task --- that of doing the "family wash" by the rub board method.

#### OLD TIME MASHING METHODS ARE BRUTAL

To men, who only know in an indirect sort of way that the washing "gets done each week somehow or other", this may not seem like a revolutionary accomplishment. But to the women, who each week of their lives must face the family washing, it is an announcement of transcending importance. Washing by the old method is brutally hard work. It requires greater physical effort than most women are capable of. It takes the bloom from rosy cheeks. It leaves in its wake, unhappiness, raw nerves, and, in many cases, permanent physical troubles.

#### BLUE BIRD STANDS FOR HAPPINESS

This is what we mean when we say Blue Bird is not simply "a piece of machinery". Blue Bird radiates Happiness in every home it enters - Bird stands for happiness in homework.

In the designing and building of the Canadian - Made Blue Bird Electric Clothes Washer, we recognize the requirements of only one person --- the woman in the home. The Blue Bird is built to render her a life-time of faithful service. Every day of every year it is at her command --- capable, efficient, quickly accomplishing the most distasteful of all household duties.

#### AN ALL CANADIAN PRODUCT

The Canadian - Made Blue Bird Electric Clothes Washer and Wringer is not simply "assembled" or "painted," but made in Canada. Every piece of material in it is Canadian. The workmen are skilled and experienced Canadian mechanics. In Blue Bird, Quality is predominant, from the enamel on the cabinet to the smallest bolt used in it. In point of construction, the Blue Bird is today the finest washing machine manufactured, not in Canada alone, but in any country! It is over-strong. The frame is built like a bridge. The tub in which the clothes are washed is made of copper, indestructible and rustless. The wringer is all-steel and adjustable to every necessary position, and for all fabrics of every weight and thickness. The motor that drives the washer and wringer is the finest motor ever fitted to a device of this kind. In appearance, the Blue Bird Washer is graceful and attractive and is finished in pure white enamel, trimmed in grey --- instantly rubbed clean. The cost of operation is negligible --- a few cents per week. It operates simply by attaching to any electric light socket.

## FRAIL OR HEAVY FABRICS PERFECTLY WASHED

The Canadian - Made Blue Bird Electric Clothes Washer is a machine of supreme efficiency. It operates on the oscillating principle, which by continually forcing the water through and through fabrics, washes them CLEAN without injury, wear or damage to even the frailest garments or the heaviest blankets. The Blue Bird operates absolutely without human effort. The clothes are simply placed in the tub, the power turned on, and in fifteen minutes you return to find them spotlessly clean. The same motor that drives the washer drives the wringer, simultaneously if desired. That is the modern and efficient way to wash.

## INDESPENSABLE IN EVERY HOME

The Blue Bird Washer must not be considered as something "it would be nice to have." The Blue Bird is indispensable in every Canadian home. Women must no longer be subjected to the drudgery and misery that washing meant under the old-time method. Economy demands that clothes be no longer pulled and torn and worn to shreds in one-fifth of their normal life.

## THAT IS WHAT WE MEAN BY "OUT OF BONDAGE"

Clean clothes in abundance without effort are demanded by the high standards of Canadian life. So the woman who possesses a Blue Bird Washer owns not simply "a piece of machinery". Blue Bird is happiness and freedom and emancipation from an antiquated, harmful and extravagant system which has held womankind in bondage since the dawn of history.

The advertisement is both interesting and amusing and endeavoured to descriptively and most successfully portray the task of doing the family wash as horrific drudgery. The advent of an electric washing machine was likely welcomed by many women as an efficient, time saving device which would have made a significant improvement in the quality and enjoyment of life.

An article was published in the September 18th, 1920 edition of THE BRANTFORD EXPOSITOR, headlined as follows:

## U.S. BRANCH FACTORIES HERE WITH CAPITAL OF \$3,500,000 AND EMPLOY 1500

The article related to numerous local factories, including that of the Blue Bird Corporation, and stated in part, as follows:

The Blue Bird Manufacturing Company is a strictly Canadian concern, but is nevertheless an off-shoot of another big American concern at St. Louis, inasmuch as the patent rights for the manufacture of electric washing machines for the Dominion and

Empire was secured in the first instance from the St. Louis firm, and the company, reorganized from the old Motor Trucks Company.

This article unequivocally states that the Blue Bird Corporation resulted from a reorganization of Motor Trucks, Limited.

THE BRANTFORD EXPOSITOR published an article in the edition of November 11th, 1920, as follows:

#### MEN NOT LAID OFF

Shortage of materials caused a temporary lay-off of some of the employees of the Blue Bird Manufacturing Company last week, but the men have been taken on again and operations resumed in full.

This article appears to be endeavouring to dispel any suggestion that lay-offs at Blue Bird may have occurred as a result of poor economic conditions, since the country had recently experienced a depressed economy, but rather from a shortage of materials.

On March 22nd, 1921, THE BRANTFORD EXPOSITOR published an article, as follows:

#### INDUSTRIAL CENSUS OF CITY SHOWS INDUSTRIES STILL HUM

#### EIGHTEEN MANUFACTURERS ARE EMPLOYING OVER 100 PER CENT OF NORMAL STAFF - ONLY TWO BELOW 50 MARK

The article stated in part, as follows:

In the case of the Blue Bird Corporation, the concern at present is employing a very few men due to the fact that the plant has been closed down for a period of two weeks. It expects to open within the next few days with a staff of 100 men, which it is expected will be added to as the demand for its product increases.

The article went on to state:

Improvements in employment has shown generally since the first of the year. Further improvement was expected over the summer season but most have little to say regarding the outlook for next winter. It is generally regarded as probable that there may be a slackening at that time but hopes and efforts are toward making whatever employment is available last over that period.

This article seems to imply that the lay-off at Blue Bird may have occurred as a result of the depressed economy and that, generally speaking, the prospects for improvement in the employment situation may not have been as good as anticipated. It also appears that Blue Bird could have been one of the two manufacturers below the 50 per cent mark.



An article was published in the August 3rd, 1921 edition of THE BRANTFORD EXPOSITOR, as follows:

#### JUDGEMENT IN MOTOR TRUCKS, LTD. CASE GIVEN

#### PROPERTY IN DISPUTE RULED TO BE OWNED BY THE UNITED STATES

#### IS VERY CRITICAL

TORONTO - AUG. 3 - A significant judgement by Mr. Justice Kelly, by which he decided that the United States was owner of property at Brantford, Ontario, valued at \$370,000, by which he refers in disparaging terms to the conduct of M.M. MacBride, M.P.P., former Mayor of Brantford, and to the conduct of officers of Motor Trucks, Limited, was issued at Osgoode Hall today.

"Men conforming to the ordinary well recognized canons of business morality", says Mr. Justice Kelly, Apropos facts revealed in evidence at the trial of the issue between the United States Government and Motor Trucks, Limited, "Do not, because of a slip, an error or an inadvertence, seek to take advantage, or to evade performance of an obligation, deliberately and seriously incurred, by which others will be deprived of their just and undoubted rights."

Concerning M.M. MacBride, M.P.P., Mr. Justice Kelly says the remarkable part he played in the drama might be ignored, but for the influence he exerted in inducing the watchmen to leave the plant, his condoning of the action of the company in pulling up the railway tracks by which the United States were removing their property in the factory, and his unseemly language, all tending to provoke a serious breach of the peace.

Late in the war, Motor Trucks, Ltd., operating at Brantford, obtained an order for machining 125,000 Howitzer high explosive shells at \$25 a piece from the United States Government. The war ended and the company through its officers, put in a claim for \$1,950,804, including \$34,062 for lands, \$342,434 for buildings and expenses. The Imperial Munitions Board awarded them \$1,653,116 for the work done, less advances of over a million dollars, leaving \$637,812 payable.

Justice Kelly refers to the extravagant claims made by the officers of the company, such as \$25,000 a piece to the Board of Directors for the endorsement of obligations to the company, \$10,000 to each of five persons for personally guaranteeing similiar obligations, large sums to the financial trading corporation, extravagant and generous allowances to the president and other officers and a special compensation of 10 per cent or \$177,343 on all expenses made by the company.

In the settlement made by the United States and the company, the lands and buildings, valued at \$376,000 were not included and the company refused to give title to them to the United States. Justice Kelly has decided that the lands and buildings rightfully belong to the United States Government and has ordered a reference to the master in ordinary to determine further damage. His Lordship has considered the judgment for nearly a year and a half.

Mr. Justice Kelly's decision of August 3rd, in legal terms, directed that Motor Trucks, Limited, were in fact, Trustees of the lands in question.

On June 29th, 1920, during the trial, Mr. Sidney S. Underwood, acting on behalf of the United States Government, filed a direction to Motor Trucks, Limited, to convey the lands and buildings in question to The Trusts and Guarantee Company, Limited of Toronto. The Court subsequently ordered in its decision that Motor Trucks deliver all deeds and documents in its possession, power and control to the said lands to The Trusts and Guarantee Company and that the lands and buildings be forthwith delivered to the U.S. Government.

Mr. Justice Kelly was definitely not impressed with the conduct of M.M. Macbride and the officers of Motor Trucks, as indicated in the article. Based on Mr. Justice Kelly's comments, their actions can certainly not be construed as those of men, who under normal circumstances, would be regarded as responsible and respected members of the community. One can only wonder what may have possessed them to act in such an irresponsible manner by renegeing on what they had originally agreed upon, when they discovered a mutual error which favoured their position and then to add insult to injury, endeavoured to take financial advantage of the situation by submitting extravagant claims. Judging from their other involvements in the community, it appears that what they did was out of character. Possibly, they were attempting to rely on or create a feeling, to their advantage, of anti-American sentiment.

An article was published in the October 24th, BRANTFORD EXPOSITOR, as follows:

#### INCENDIARY TORCH; BLUE BIRD LOST HEAVILY

#### LOSS IN FIRE AT STORAGE WAREHOUSE OF THE LOCAL PLANT MAY REACH \$50,000

Incendiarism was the cause of a costly conflagration which broke out in the warehouses of the Bluebird Corporation, washing machine manufacturers, off Elgin Street at 7 o'clock last evening. The loss will run between \$30,000 and \$50,000 according to the latest official estimates given out today, and it was also declared that it was only the heroic efforts of the Brantford firemen which kept the blaze from spreading and permitting the total destruction of the Blue Bird Plant and a loss of half a million dollars.

Evidence of a deliberate "touch" was found and police detectives are investigating the case. Detective Lincoln Shuler was on the job promptly last night and he found a candle

and oil soaked waste, which had likely been used to start the fire. The roaring blaze and the start which it got before an alarm could be raised gave the police and firemen every reason to believe that an incendiary had caused the fire. It was declared that the watchman at the neighbouring factory had sent in the alarm and that he reported seeing suspicious characters hanging around the building a short time before.

The alarm was sent in to the fire department at 7.05 o'clock last evening and the firemen made a fast run. The fire which was found to be in a warehouse some 100 feet long, was blazing merrily and it proved to be frightfully hot. The reflection could be seen in the sky for miles around and many citizens believed it was the Ham and Nott factory. In the warehouse were stored 90 Bluebird washing machines, all prepared for shipment besides a considerable portion of advertising material and shop machinery. Two other buildings adjoining the main warehouse were also within the fire line.

Tons of water were pumped on the blaze, particularly at the end of the warehouse which lay nearest the main plant of the Bluebird Corporation. The firemen succeeded in keeping the fire away from the main building and for that they deserve much credit. The flames might easily have spread and completely gutted the plant but the work of the entire forces of the two departments, with the off-shift called to duty quickly, kept the blaze well in hand. The amount of the damage might easily have been a much larger figure.

Within the same block in which the destroyed warehouse was situated there are factory plants worth, including their contents, well over a million dollars and with a strong wind blowing the seriousness of a fire can be imagined. It was pointed out this morning that the candle and waste found had been similar to the Dyment lumber yard fire on Friday night.

It is suspected that the financial situation of the Blue Bird Corporation was never the best, since records indicate that just slightly better than one-half of the \$1,000,000 in authorized shares were issued some two years after the company was formed. With the economy likely just beginning to recover from a period of depressed economic activity and a period of slow growth, it is probable that the fire would have caused the company some financial difficulty, as well as disrupting its operations and destroying much of its available stock, which would have provided needed capital.

A check was made of the BRANTFORD POLICE DEPARTMENT OCCURRENCE BOOK for this time period and no record was found of an investigation pertaining to the fire at Blue Bird. However, one interesting entry was found in which Fireman Crumb had reported on October 24th, 1921, that his bicycle had been stolen from the rear of the Blue Bird factory while he was fighting the fire on the night of October 23rd, 1921.

On October 31st, 1921, an article was published in THE BRANTFORD EXPOSITOR, as follows:

#### FIREBUG IN HIDING

After two costly fires a week ago, no more trouble has been encountered through incendiarism and the city firemen had a quiet weekend. The police are still working on clues picked up around the Blue Bird Corporation and the Mickle-Dyment fires.

Nothing has been found which would indicate that the police investigation was successful in apprehending anyone responsible for the fire at the Blue Bird Corporation.

Records of CONSUMER AND CORPORATE AFFAIRS CANADA, CORPORATIONS BRANCH and THE ONTARIO MINISTRY OF CONSUMER AND COMMERCIAL AFFAIRS, COMPANIES BRANCH, indicate that the last Annual Meeting of the shareholders of the Blue Bird Corporation, Limited, was held on April 28th, 1922. The Federal Government records indicate that only \$512,400 in capital was subscribed to of an available \$1,000, 000 in shares.

On April 28th, 1922, THE BRANTFORD EXPOSITOR published an article, as follows:

#### MOTOR TRUCKS, LTD., WIN IN APPEAL

#### APPELLATE DIVISION REVERSES JUDGEMENT OF MR. JUSTICE KELLY

In the First Appellate Division of Osgoode Hall yesterday morning, judgement was delivered in favour of Motor Trucks, Limited on its appeal in the action brought by the United States Government claiming ownership of the plant which was created here by the Company for the purpose of performing its contract for the manufacture of shells. Mr. W.T. Henderson, solicitor for the Company, interviewed today, expressed satisfaction with the judgement which is concurred in by four of the five judges who heard the appeal and which vindicates the action of the directors of the Company in asserting on behalf of their stockholders what they believe to be rights of the Company at considerable personal sacrifice.

The Appellate Court ruled that since neither the original contract of May 18th, 1918 or the Settlement Agreement of October 7th, 1919 specifically mentioned the land and the buildings claimed by the United States Government, that the United States had no right to the disputed property and the alleged assent by the officers of Motor Trucks during the fixing of amounts payable to Motor Trucks was at most inadvertent acquiescence and the mere fact that the Company woke up late to the assertion of its rights should not deprive it of said rights.

Extracts from the text of the Judgement of the Appellate Court written by Mr. Justice Magee, were published in THE BRANTFORD EXPOSITOR on May 8th, 1922, and are included herein in their entirety in Appendix 5(a).

The directors of the former Motor Trucks, Limited and the Blue Bird Corporation, Limited, were likely jubilant over the victory in their appeal against the earlier decision of Mr. Justice Kelly. As will be seen, their jubilation would be short lived, as would their victory.

On November 18th, 1922, THE BRANTFORD EXPOSITOR, published a MADE IN BRANTFORD EDITION. Industrial and Manufacturing Concerns in Brantford were listed by the year each was established under the following headline:

**THE MEN AND CONCERNS FIRST RESPONSIBLE FOR STARTING BRANTFORD ON A INDUSTRIAL CAREER**

Included therein, was the following:

In 1920, the Blue Bird Plant for the manufacture of washing machines was started in a building on Elgin Street formerly occupied by the Brantford Paper Box Co., Keeton Motor Co., and Motor Trucks. Mr. J.B. Detwiler is the manager.

Under the headline "CAPTAINS OF INDUSTRY" WHO DIRECT THE COURSE OF BRANTFORD'S INDUSTRIES, the following names were included:

ROY SECORD - Mr. Roy Secord, manager of the Secord Construction Company was born in Brantford and when a youth became a member of his father's firm, P.H. Secord and Sons. When the concern entered into greatly enlarged operation, the title was changed as above. Mr. Secord has been the Manager for the last seven years and also managing director of the Motor Trucks Co.

Mr. Secord's association with the Blue Bird Corporation, Limited as a director was not mentioned in the article.

J.B. DETWILER - Manager of the Blue Bird Company was born in Waterloo County and learned the trade of machinist in Preston. He came to Brantford in 1899 and was with the Harris Company; Then he became foreman of the machine shop of Goold, Shapley and Muir and next Superintendent. This was followed by the superintendency of a building company in Stratford and returning to Brantford he became Manager of the Screw Company and later of the local branch of the Steel Company, leaving to accept his present position.

Mr. Detwiler was First Vice President and Treasurer of Keeton Motors and President of Motor Trucks, which was not mentioned in the article. At the time he held these offices he was also associated with The Steel Company of Canada.

Under the headline "MADE IN BRANTFORD", the following was included:

Blue Bird Corporation, Limited - Product - Electric Washing Machines, Principle Market - Dominion of Canada, Export Trade -British Empire Countries, Names of Travellers - Chas. Wren, A. Sander, Lloyd Almas, E.W. Unwin, Average Number of Employees -65, President and General Manager - J.B. Detwiler, Value of Output per Year - \$250,000, Capital involved - \$587,000.

The records of the BRANT COUNTY REGISTRY OFFICE indicate that a Bond Mortgage was registered against the property of Blue Bird Corporation, Limited, 69 Elgin Street by The Trusts and Guarantee Company, Limited on May 1st, 1923. Blue Bird apparently issued Bonds in an effort to raise capital which would likely indicate that the Company was experiencing financial difficulty and The Trusts and Guarantee Company held the mortgage on the land and property as security.

On July 6th, 1923, THE BRANTFORD EXPOSITOR published an article, as follows:  
MOTOR TRUCKS CASE HEARD

JUDGEMENT RESERVED BY THE PRIVY COUNCIL IN APPEAL OF U.S.  
GOVERNMENT

"Judgement reserved, Results uncertain."

This was the text of a cablegram received in the city today from Mr. W.T. Henderson, who left recently for London, England, to watch the interests of the Motor Trucks, Limited, of this city in an appeal before the Privy Council. Stripped of technicalities, the case is that of the United States Government seeking to secure a declaration of ownership in connection with the Motor Trucks plant and buildings on Murray Street which was devoted to war orders at the time of the great struggle, and of which they allege the members of the Company were only Trust-tees. For the Company it is asserted that there was nothing in the signed papers under which the U.S. Government could claim possession. The capital investment represented some \$400,000.

Should the Motor Trucks company secure judgement it is understood that they will enter into another action for damages because of having been kept out of possession for some three years.

The property on Murray Street, while it is probable was being converted to permit the manufacture of washing machines by the Blue Bird Corporation early in 1920, had sat vacant, likely as a result of a court order pending the outcome of the action between the United States Government and Motor Trucks, Limited. It is of interest to note that Mr. W.T. Henderson, who was representing the legal interests of Motor Trucks, was also a member of the Board of Directors of the Blue Bird Corporation.

THE BRANTFORD EXPOSITOR published an article on July 20th, 1923, as follows:

HEARING OF MOTOR TRUCKS IN PRIVY COUNCIL

STORY OF THE CASE AS TOLD IN THE LONDON TIMES IS AVAILABLE

JUDGEMENTS REMINDED LORD BIRKENHEAD OF ALICE IN WONDERLAND

A copy of The London Times with the opening of the Privy Council hearing of the U.S. Government against Motor Trucks, Ltd., is to hand, and has the following:

(Present: The Earl of Birkenhead, Viscount Haldane, Lord Sumner, Sir Henry Duke, and Mr. Justice Duff.)

The case of the U.S.A. Government and Motor Trucks, Limited, was an appeal from a judgement from the Supreme Court of Ontario, dated April 28, 1922, allowing an appeal by the respondents from a judgement of Mr. Justice Kelly, dated August 3, 1921 and dismissing the appellants' action.

Mr. D.L. McCarthy, K.C., (of the Canadian Bar), Sir Harold Smith, K.C., and the Hon. James M. Beck (Solicitor for the United States) appeared for the appellants; and Mr. W.N. Tilley, K.C., and Mr. W.T. Henderson, K.C., (both of the Canadian Bar), for the respondents.

The original action arose out of a claim under a war contract made between the U.S.A. Government and Motor Trucks, Limited, dated May 18th, 1918, for the supply by the latter of 250,000 high explosive shells, and to make provisions for such "increased facilities" as would secure a turn-out of 800 shells per day. There was a clause providing that, in the event of cancellation, payment was to be made of the cost of the increased facilities. The United States Government agreed that the price to be paid for the shells shall include an allowance to cover the cost of the increased facilities, which were to remain the property of Motor Trucks, Limited, and in the case of total or partial cancellation of the contract the cost, or the balance of the cost, as the case might be, to be paid by the United States. The contract was cancelled owing to the conclusion of the war before any completed shells were delivered, but the "increased facilities" had been provided and work actually commenced. The United States had advanced to the company \$937,000 which was repayable with interest and was secured by mortgage on the additional property acquired and certain other guarantees. After the cancellation of the contract the parties got together with the result that a settlement contract was arrived at on November 6, 1919. By a clerical error there was an omission from a schedule attached to the settlement of the lands and buildings comprising the "increased facilities." Subsequently Motor Trucks, Limited, refused to give possession to the U.S.A.

In the trial of the action against the present respondents, Judge Kelly declared that the respondents were trustees of the lands in question, for such purposes as the appellants should direct, and awarded damages. His view was that it was intended by all parties that settlement should be made in accordance with the original contract, that the omission was an error, and that the schedule should be reformed. On appeal, however, Mr. Justice Magee held that the Munitions Board and Assessors had no power to depart from the terms of the original contract. The appeal was therefore allowed.

Mr. McCarthy said that it was quite clear to both parties to the agreement that the lands and buildings were to be in the schedule. His submission was that - according to the findings of the learned trial judge - there was no forgetfulness, and even if there had been it was no answer to their claim.

Lord Birkenhead remarked that when one studied the various judgements in this case one was reminded of "Alice in Wonderland."

Mr. Beck rose to address their Lordships.

Lord Birkenhead - Mr. Solicitor General for the United States. This Board is accustomed to listen to arguments presented by counsel from different parts of the world. This is the first time, however, that they have been addressed by a law officer of the United States of America. Their lordships note the circumstances with interest and anticipate your comments with pleasure.

Mr. Beck - I thank your lordships very highly. My Government and I value the right of audience, especially as it is given under such unusual circumstances. The points of law have been fully stated by my learned colleague. I would suggest that my brother Tilley should state his case and that I should then reply on behalf of the United States.

Lord Birkenhead - I think, Mr. Solicitor General for the United States that might be a convenient course.

Mr. Tilley - Our case is that we misunderstood our rights.

Lord Birkenhead - Both parties at a critical period were under a delusion that they were bound to transfer these lands and moneys. Do you put it forward as a proposition in law that the money could not be recovered as having been paid by reason of a mutuality of error.

Mr. Tilley - I submit not.

Lord Birkenhead - A very astonishing thing.

His Lordship added that the appellant's case was that no mistake was made on either side, and that they desired the contract carried out.



The Motor Trucks case provided a first for the Privy Council with the Board being addressed by a law officer of the United States Government and was of significant importance to be commented upon by Lord Birkenhead.

The fate of the Motor Trucks Plant was decided by the Privy Council on July 27th, 1923, and resulting there from, the following article was published in THE BRANTFORD EXPOSITOR:

PRIVY COUNCIL DECISION IS AGAINST MOTOR TRUCKS, LTD.

VERDICT OF MR. JUSTICE KELLY IS UPHELD BY PRIVY COUNCIL, MOTOR TRUCKS PLANT BEING DECLARED THE PROPERTY OF THE UNITED STATES ORDNANCE DEPARTMENT - AN ECHO OF THE DAYS WHEN BRANTFORD AIDED U.S. TO BUILD UP WAR MACHINE

A cablegram was received in this city today announcing that the decision of the Privy Council had gone against the Motor Trucks Company, Brantford, and in favour of the United States Government in the appeal which had come before their Lordships. The cable was very brief in tenor and merely stated that the Privy Council had upheld the decision of Mr. Justice Kelly. The judge in question held that ownership of the large plant on Murray Street, was vested in the U.S. Government.

An appeal was then taken to the Supreme Court of Ontario, and "the members of that body" with one dissentient voice, held that the ownership rested with the Motor Trucks. It was then that appeal was taken on behalf of the U.S. Government to the Privy Council with the result just announced.

It was in connection with this case that City Solicitor Henderson took his trip to England, and that a legal representative on behalf of the United States first appeared before the highest court in the British Empire.

The works in the first place was constructed for munitions purposes and the U.S. Government advanced some \$900,000 on the basis of security. The dispute was with regard to ownership. The building represented a heavy investment.

The Privy Council ruled that the issue proved to be extremely simple. Both the United States Government and Motor Trucks, Limited, intended that the land and buildings should be included in Schedule "A" of the Agreement of October 7th, 1919. They were inadvertently omitted and Motor Trucks decided to try and take advantage of the omission and to retain both the property and remuneration received. Even if the company's officials had made a mistake --- in the circumstances wholly incredible --- such a mistake could not in law have produced an effect upon the right of the parties. The appeal of the Appellate Division of the Supreme Court of Ontario was set aside and the judgement of Mr. Justice Kelly restored. Motor Trucks, Limited, were ordered to pay the costs of the appeal.

The full text of the judgement of the Privy Council was published in THE BRANTFORD EXPOSITOR on September 29th, 1913 and is included herein in its entirety in Appendix 5(b).

It is likely that the directors of the former Motor Trucks Company, were optimistic about the outcome of the Privy Council hearing, considering that the Appellate Court had ruled in their favour. Their optimism appears somewhat evident in the EXPOSITOR article of July 6th, when it was stated:

Should the Motor Trucks Company secure judgement it is understood that they will enter into another action of damages because of having been kept out of possession for some three years.

The Privy Council's unfavourable decision must have come as a real blow to them, with the realization that all their efforts had been for naught.

It is probable that the directors of Motor Trucks were the authors of their own misfortune. Had they relinquished the property on Murray Street to the U.S. Government, as agreed upon in their negotiations, rather than attempting to retain it and thereby taking unfair advantage of their mutual error in advertently omitting that title to the property and buildings was to be vested in the United States, they likely could have purchased the property back at a reasonable salvage price, thereby permitting Blue Bird Corporation to convert the building to its use. As it was, they succeeded in losing everything and likely incurred considerable expense in legal fees, resulting from the original trial, the hearing before the Appellate Court, the trip to England for the hearing before the Privy Council and related legal entanglements.

THE BRANTFORD EXPOSITOR published an article on September 4th, 1923, as follows:

#### EARLY MORNING BLAZE AT BLUE BIRD FACTORY

#### TROUBLE STARTED IN THE ATTIC - TOTAL LOSS WILL BE SMALL

Fire broke out at 3.30 this morning in the Blue Bird factory on Elgin Street. The night watchman turned in the alarm and the fire brigade made a quick response.

Upon arrival, the attic over the main machine shop was seen to be in flames. A hole was cut in the wood ceiling of the second floor and another through the roof and in this way the firemen gained access to the scene of the trouble. It took an hour's work before the conflagration was subdued. The attic was pretty charred, but the roof was saved. Some damage was also occasioned by water to stock on the second floor.

The origin of the blaze is a complete mystery. The only solution is that sparks from a locomotive must have got into the attic.

The loss, fully covered by insurance, has not yet been tabulated but the figure will not be large.

This fire, the second recorded at the Blue Bird Plant, was only a forerunner of greater and apparently insurmountable problems facing the firm, which would spell the beginning of the end.

Records on file at the BRANT COUNTY REGISTRY OFFICE indicate that on September 6th, 1923, the Blue Bird Corporation, Limited, made an assignment in bankruptcy for the benefit of creditors, with the Trusts and Guarantee Company, Limited, acting as Trustee, on their behalf.

Once again, and it is only conjecture, but it seems probable that the lengthy and in all likelihood, costly, legal battle between the U.S. Government and Motor Trucks, Limited, which was reorganized as the Blue Bird Corporation, Limited early in 1920, had a definite effect on the fortunes of Blue Bird and that it was a definite factor in Blue Bird making the assignment in bankruptcy.

On November 28th, 1923, THE BRANTFORD EXPOSITOR published an article as follows:

#### ENFORCE MORTGAGE DEED

Notice has been given by the Trusts and Guarantee Co. Ltd., as Trustees for the bond holders, that it will move against the Blue Bird Corporation, Limited of Brantford to enforce a deed of mortgage and trust dated May 1st, 1923, to secure bonds to the extent of \$100,000 which have all been issued. The trust was to become enforceable if the Blue Bird Corporation became bankrupt. It made an assignment in bankruptcy on September 6th. Six months interest on the bonds due November 1st is in default.

Since the Blue Bird Corporation had defaulted on interest payments for a period of six months and had made an assignment in bankruptcy, The Trusts and Guarantee Company commenced foreclosure proceedings.

Records on file at the BRANT COUNTY REGISTRY OFFICE indicate that on November 30th, 1923, the ownership of the Murray Street property was transferred from Motor Trucks, Limited to The Trusts and Guarantee Company, Limited.

The decision of the Privy Council concerning ownership of the property on Murray Street, upheld the August 2nd, 1921 decision of Mr. Justice Kelly in which the property was ordered conveyed to The Trusts and Guarantee Company, Limited, acting on behalf of the U.S. Government, and in accordance with this decision, such action was appropriately taken.

It appears likely that the U.S. Government would have removed the machinery, equipment and materials, necessary in the manufacture of munitions, from the Murray

Street Plant at some time after it was vacated in 1920, pending the outcome of the litigation.

Records on file with CONSUMER AND CORPORATE AFFAIRS CANADA, CORPORATIONS BRANCH indicate that Blue Bird Corporation, Limited, was wound up and the assets distributed on August 18th, 1925.

Records on file at the BRANT COUNTY REGISTRY OFFICE indicate that a Certificate of Foreclosure was filed by The Trusts and Guarantee Company, Limited on December 12th, 1925, against the property at 69 Elgin Street, formerly occupied by the Blue Bird Corporation.

Records on file at the BRANT COUNTY REGISTRY OFFICE also indicate that on April 26th, 1926, the Mortgage on the property on Murray Street, formerly occupied by Motor Trucks, Limited, was discharged on behalf of the firm by The Trusts and Guarantee Company, Limited. The Mortgage on the property, registered October 12th, 1918, also involved the issuing of bonds by Motor Trucks and was held by The Trusts and Guarantee Company, Limited. The discharge filed at the Registry Office indicates that the Bond had been paid. On April 26th, REGISTRY OFFICE records also indicate that the Murray Street property was sold to Reinhold E. Gunther (now Gunther Mele Limited) by The Trusts and Guarantee Company, Limited.

An article in THE BRANTFORD EXPOSITOR on April 26th, 1926, indicates that the former Motor Trucks plant, which had sat idle for some years, was sold to Mr. Gunther for a price said to be in the neighbourhood of \$70,000.

The price of \$70,000 for which the property on Murray Street was said to be sold, was a far cry from the value of approximately \$380,000 which was placed on it at the time of the legal action between the United States and Motor Trucks, Limited. No doubt, the building, which was apparently structurally incomplete when the war ended in November of 1918 and had sat empty for some six years, during which time little or no maintenance would have been done, would have required extensive renovations and repairs, which likely would have had a significant effect on the price.

The Blue Bird Corporation, Limited was a reorganization of the former Motor Trucks, Limited, and a member of the Board of Directors of Blue Bird, Mr. W.T. Henderson, acted as legal counsel for Motor Trucks, during the protracted period of litigation involving the United States Government over ownership of the plant. Since Motor Trucks did not conduct any commercial business after November of 1920 and would likely have been without operating capital, it also seems likely that Blue Bird would have absorbed the costly legal expenses resulting from the legal battle with the U.S. The faltering economic conditions in effect when the Blue Bird Corporation was established, combined with the costly legal expenses, would likely have created an insurmountable hurdle for the Company to overcome. With its demise, Brantford witnessed the end of a remarkable era of diversified industrialization.

## CHAPTER SEVEN

### PERSONAL REFLECTIONS

The greatest portion of the information herein, relates to the Keeton Automobile and it was difficult to locate any of Brantford's Senior Citizens who were able to recollect much more than the fact that the Keeton automobile was manufactured in Brantford. Various suggestions were received as to where the Keeton may have been manufactured, including Clarence Street and Jarvis Street, when in fact, the Keeton Plant had been located on Elgin Street. Little, if any, information was forthcoming regarding Motor Trucks and Blue Bird Corporation.

The author, however, had the good fortune of conversing with a number of residents of the community whose births date back to just prior to or shortly after the beginning of the Twentieth Century and whose memories, in most cases, served them well. The information provided by these persons, provides an interesting and living link with the past.

MR. PERCY KNOWLES - Mr. Knowles was born in Kincardine, Ontario in 1894 and he has resided in Brantford since 1898 and recalls, with clarity, that Keeton Motors was located on Elgin Street where the Barber-Ellis Plant had been and that it was only in business a short period of time. He also recalled that Dr. J.A. Phillips, who resided at 356 Colborne Street, next to Colborne Street United Church, had owned a Keeton automobile.

MR. HOWARD STRODE - Mr. Strobe was born in Princeton in 1903 and moved to Brantford at the age of 9 years and recalls personally driving a Keeton Touring Car around 1919 or 1920, which was owned by Mr. Harold Miller who resided at 17 Darling Street. Mr. Strobe advises that he was an underaged, unlicensed driver at the time that he drove the Keeton. He recalls the Murray Street Plant, associating it with Keeton Motors and does not recall a truck being manufactured.

MR. NORMAN HOULDING - Mr. Houlding was born in 1906 and advised that his father, John A. Houlding and his eldest brother, Gordon, operated an automobile agency at 42 Dalhousie Street, which is located on the north side of Dalhousie Street, midway between King and Queen Streets. Advertisements which were published in THE BRANTFORD DAILY EXPOSITOR on March 6th, 13th and 20th, 1915, indicated that a John A. Holding & Son were Local Agents for Keeton Motors, Limited (Holding incorrectly spelled - should have been Houlding). Mr. Houlding advises that it is not unusual for people to incorrectly spell his name, as in the advertisements. Mr. Houlding recalls that his brother Gordon sold some Keeton cars in 1916. This would have been after Keeton Motors ceased active production at its Brantford factory and in all likelihood the cars sold were some of the last manufactured locally. Mr. Houlding also advised that he was personally acquainted with Mr. John Hodge, who was appointed Local Agent for Keeton Motors in April of 1915.

MR. CHARLES ROTCHILL - Information was received that Mr. Rotchill, who was born in 1902, had been employed at Keeton Motors. Such was not the case and in fact, he was unable to recall Keeton Motors or Motor Trucks. He had been employed at Ham and Nott which was located on Elgin Street next to where Keeton Motors was located. However, he did have a clear recollection that war time work, the manufacturing of shells, took place in the plant next to the railway track on Elgin Street (Keeton Motors/Motor Trucks Plant) and also that he believed at a plant nearby on Murray Street.

MR. CLARKE THOMPSON - Mr. Thompson was born in 1907 and has lived in the Brantford area for 39 years. He lived north of the Town of Aylmer, Ontario as a boy and while residing there, became acquainted with a man by the name of Lee Van Patter who lived in the hamlet of Dunboyne which was south of Aylmer and who drove a Keeton Touring Car which Mr. Thompson described as being fancy.

Mr. Thompson stated that he believed that Lee Van Patter had shares in the Keeton Motor Company and that the company was experiencing financial difficulties and that Van Patter took the Keeton Car he was driving in lieu of his shares, apparently out of concern that the Company was going broke and to ensure that he did not lose everything. He also stated that Van Patter kept bees and brought his honey to the Michigan Central Railway Station north of Aylmer in the Keeton.

MR. KENNETH COLES - Mr. Coles was born in Brantford in 1902 and was associated with Cole's Shoe Store which operated in Brantford from 1900 until 1952. Mr. Coles recalls Keeton Motors being located on Elgin Street and can recall Keeton Cars being driven in the City. He does recall that trucks were built at the Elgin Street Plant after the Company ceased manufacturing cars but remembers little about them.

He recalls that the Motor Trucks Plant on Murray Street, which is now occupied by Gunther Mele Limited; was built by Secord Construction who also built the present Brantford Post Office and the Universal Cooler Plant at Sherwood Drive and Colborne Street West (now Copeland Refrigeration of Canada Ltd.), which was an armament plant during the First World War. The Motor Truck Plant, he believes, also manufactured shells for the war effort. He recalls that shells were manufactured in the Elgin Street Plant.

Mr. Coles states that he believes that persons employed in the munitions factories were paid \$15 a day and worked 8 hours a day, 7 days a week.

MR. CHARLES FINCH - Mr. Finch was born in 1905 and was associated with Finch Transport. He recalled that the Keeton automobile had been manufactured on Elgin Street next to the railway bridge.

He stated that the Keeton Car looked as good as any car built today and was very stylish in appearance. Next to the Cord Automobile, Mr. Finch rated the Keeton as the smartest looking cars put out.

As a boy and along with his friends, Mr. Finch recalls taking wheels from the rear of the Keeton Plant and rolling them down the street.

MR. ELMER TOLHURST - Mr. Tolhurst, who was born in 1906, recalls Keeton automobiles being road tested on Main Street hill between Terrace Hill and Buffalo Streets.

MR. HAROLD SCHULTZ - Mr. Schultz was born in Brantford in 1900. He was a son of Mr. John F. Schultz, who was the General Manager of Keeton Motors, Limited. Mr. Schultz recalls that trucks were built in the Elgin Street Plant for a short period of time. He believes that the engine used in the trucks was a Moline-Knight.

He recalls that Keeton Motors built 4 and 6 cylinder cars at the Elgin Street Plant and that the 6 cylinder engine had the radiator behind the engine.

He recalls that a Keeton car ran in an early Indianapolis 500 race but didn't win because it developed motor trouble.

The President of Keeton Motors, Mr. Keeton, was an American, but Mr. Schultz never met him.

Mr. Schultz's father left Keeton Motors around 1916 and he believes that he left over something to do with the firm getting into trucks.

Mr. Schultz stated that his father once drove home for lunch in an incompleated 4 cylinder Keeton chassis. While returning to the factory and travelling along Pearl Street, he came across a Bell Telephone crew doing line repairs. A line was extended across the road hanging considerably lower than normal and the wire caught his father across the throat, injuring him seriously. Mr. Schultz's father subsequently recovered from his injuries. Had the vehicle been complete with a windshield, which it did not have, the wire would have struck the windshield and his father would not have been injured.

MISS EDNA DEVEREAUX - Miss Devereaux was born in 1891 and was a legal secretary in the employ of Mr. W.T. Henderson of the Law Firm of Henderson and Boddy. Mr. Henderson represented the Motor Trucks firm in its legal battle with the United States Government regarding ownership of the Murray Street Plant. Miss Devereaux recalled Mr. Henderson travelling to England to appear before the Privy Council but was unable to be specific regarding dates. Mr. Henderson was appointed a County Court Judge during the 1930's and a Justice of the Supreme Court of Ontario during the mid 1940's. Miss Devereaux recalls Mr. Henderson being appointed a judge, but again, is unable to be specific about dates. Miss Devereaux also recalls that Mr. Henderson lived on Brant Avenue in the house occupied by the architects (Mark, Musselman, McIntyre & Combe at 127 Brant Avenue).

## CHAPTER EIGHT

### CONCLUSION

Keeton Motors in Brantford was part of an era when the automobile gained a new found popularity with the public. Automakers and automobiles proliferated in number during the early years of the Twentieth Century.

The Brantford operation had a relatively short live span, from 1912 to 1919, based on available information. From 1912 to 1915, the company was actively involved in the production of automobiles. From 1915 to 1919, it appears to have remained operational at the Elgin Street location and it is assumed that it was likely for the purpose of parts distribution for vehicles built during production years and to dispose of cars which had been built but not sold at the time that production ceased.

Keeton Motors of Brantford was initially established as a Branch Plant of an American operation, the Keeton Motor Company of Detroit, Michigan, although it was Canadian owned. It commenced operations with paid up capital of \$200,000, providing a solid financial base. The American operation was taken over by the American Voiturette Company which ceased production of the Keeton in 1914, ending up in receivership. The Brantford operation then became the wholly Canadian producer of the Keeton.

With the advent of World War One and with its U.S. and foreign supply lines of parts, required in the manufacture of its cars, likely severed, due to the War, Keeton Motors in Brantford ceased production during 1915. The predictions that Keeton Motors would warrant one of the largest factories in the city and that it would employ 250 to 300 hands, never became a reality. It remained in its original location at 69 Elgin Street and during 1914, when it was producing both the Model 6-48 and the 4-35, it employed 40 hands. There is also some doubt that the Company, during its brief period of existence, made much of an impact on the foreign market, although overtures were supposedly received from interested parties. The Keeton automobiles, from all reports, appear to have been popular and well accepted by the motoring public, likely resulting from quality workmanship, general reliability and advanced engineering, although sales figures are not available.

Unfortunately, due to circumstances beyond its control, an economic depression in 1914, the failure of its U.S. Parent Firm and the advent of World War One which likely affected any foreign sales it may have been depending on, its timing was bad. Had it been established at a different time in history, without having to contend with all the stumbling blocks and obstacles, fate may have been kinder to Keeton Motors.

Keeton Motors attempted to take advantage of the War Time situation and the increasing demand for motor trucks and made overtures to the Allies in an effort to acquire contracts to produce motor trucks and other materials locally, but there is nothing to indicate that any such production took place in the Elgin Street factory while it was operated by Keeton Motors. However, a second firm was established late in 1915 and operated from



the same Elgin Street location, apparently for the specific purpose of manufacturing motor trucks and was known as Motor Trucks, Limited. This firm only existed for a relatively short period, from 1915 to 1920 and likely manufactured trucks for only about two years, probably no later than 1917. During 1918, it commenced the production of munitions at the Elgin Street Plant under contract to the United States Government.

In May of 1918, a second contract to manufacture munitions was signed with the United States resulting in Motor Trucks constructing a second factory at Murray and Bruce Streets, as the Elgin Street facility was considered insufficient to satisfy the requirements of both agreements. The factory, a substantial building some 70 feet by 900 feet, constructed of steel and brick, is believed to have been completed, suitable for occupancy, in a record 45 days. However, due to the War ending in November of 1918, no shells were delivered to the United States from the new factory, under the terms of the agreement.

Late in 1919, as a result of negotiations between the United States Government and Motor Trucks, Limited, a financial settlement was arrived at. The settlement was to include a Schedule in which title to all property, including lands and buildings, was to be vested in the United States Government. A mutual error occurred during the preparation of the agreed to settlement in which the condition vesting ownership of the land and buildings in the United States was inadvertently omitted. The Motor Trucks firm subsequently refused to convey ownership of the Murray Street property to the United States.

Early in 1920, the United States Government commenced a legal action before the Supreme Court of Ontario, against Motor Trucks, Limited, in order to acquire the Murray Street property, which, it considered it was legally entitled to.

Also, early in 1920, a corporate reorganization of Motor Trucks, Limited, occurred and a new Company was established. The Company was known as the Blue Bird Corporation, Limited, and its product, electric washing machines. The new corporation was established during or near the end of an economic depression.

The trial of the action initiated by the United States Government against Motor Trucks proceeded during 1920 and Mr. Justice Kelly of the Supreme Court of Ontario, ruled in favour of the United States in his decision, rendered in 1921.

Motor Trucks, Limited appealed the decision of Mr. Justice Kelly and during 1922, the Appellate Division of the Supreme Court of Ontario, reversed Mr. Justice Kelly's decision, ruling in favour of Motor Trucks, Limited.

The United States then appealed the Appellate Court decision to the British Privy Council, which, in its decision, upheld the original decision of Mr. Justice Kelly, vesting ownership of the Murray Street property in the United States Government.

The Blue Bird Corporation existed for a period of about three and one-half years, during which time the economy did not appear to strengthen to any degree. Slightly over two

years after its formation, just over one-half of its \$1,000,000 share capital had been issued. In September of 1923, Blue Bird Corporation made an assignment in bankruptcy and the company was wound up as a corporate entity during 1925.

The Blue Bird Corporation, which resulted as a reorganization of Motor Trucks, likely absorbed the costly legal expenses resulting from the lengthy legal battle with the United States. These expenses, combined with weak economic conditions, likely played a big part in the demise of Blue Bird.

There was a definite corporate connection between each of the three companies, Keeton Motors, Limited, Motor Trucks, Limited and Blue Bird Corporation, Limited. During their period of existence, Brantford was witness to an era of remarkable diversified industrialization. The directors connected with each of the three corporate entities, and in some instances, some were involved with all three, were all astute business men, well respected within the community. Each in his own way, played an important role in Brantford's industrialization, not only through their involvement with the three corporations which are the subject of this history, but with other corporations and businesses with which they were simultaneously associated, some of which, remain in existence today in one form or another.

What is surprising is that the board of directors of Motor Trucks, Limited/Blue Bird Corporation, Limited, appear to have contributed to bringing about their own downfall, thereby ending an era. Had they relinquished the Murray Street property to the United States, as initially agreed upon, rather than endeavouring to take advantage of a mutually made and simple error, they likely could have salvaged their former property, although at some cost, but would thereby have saved the funds fruitlessly expended in legal fees. It is only conjecture, but had this occurred, it is probable that one of the Corporations could still exist today, even if in a modified form.

The fact that Keeton Motors, Limited, Motor Trucks, Limited and Blue Bird Corporation, Limited, existed as corporate entities in the City of Brantford, unfortunately, has had very little direct impact on or particularly benefitted the community. Very few current residents of Brantford are even aware that automobiles, motor trucks and munitions and likely one of the earliest electric washing machines were ever manufactured in the former premises occupied by the three firms on Elgin Street, which has, in recent years, itself disappeared, the victim of progress and the wrecker's hammer.

APPENDIX 1a

# THE INVENTIVE SPIRIT

**Keeton Convertible**

Equal in a French-American design and built in Brantford by Keeton Motors Ltd. (1917-1999). Available in standard, low mileage and 2000. Includes 3-passenger touring car with 4-speed top and wheels, with more than 1000 accessories with market up to \$1,500.



**Alexander Graham Bell and John G. Gates had one thing in common. Both were inventive pioneers.**

When Gates invented the V-belt, he may not have realized the worldwide implications anymore than Bell foresaw the communications revolution he started.

Today everyone is within reach of a telephone. And who has not benefited from the invention of the V-belt?

For with the introduction of this more efficient means of transmitting power, designers found they could vastly improve the performance not only of cars, trucks, buses, tractors, but innumerable kinds of production machinery, air conditioning and refrigeration units, washing machines and lawn cutting equipment.

And along with the V-belt, the Gates research teams invented, developed, tested and improved most of the industrial and automotive belts and hoses now taken for granted by all but the experts. As early as 1920, Gates pre-tensioned products were being sold coast-to-coast.

The initial Brantford factory employed 25. The number now? More than 500 in two separate plants (one on Ingonis, the other on Henry Street).

From Brantford, Gates sales and technical services relate to component warehouses in Edmonton, Vancouver, Montreal and thence to more than 1,000 modern distribution centres within daily reach of retailers in every hamlet and city of the ten provinces.

Today, internationally-renowned designers of the world's finest cars specify Gates as original equipment. So do manufacturing engineers in virtually every land, every country.

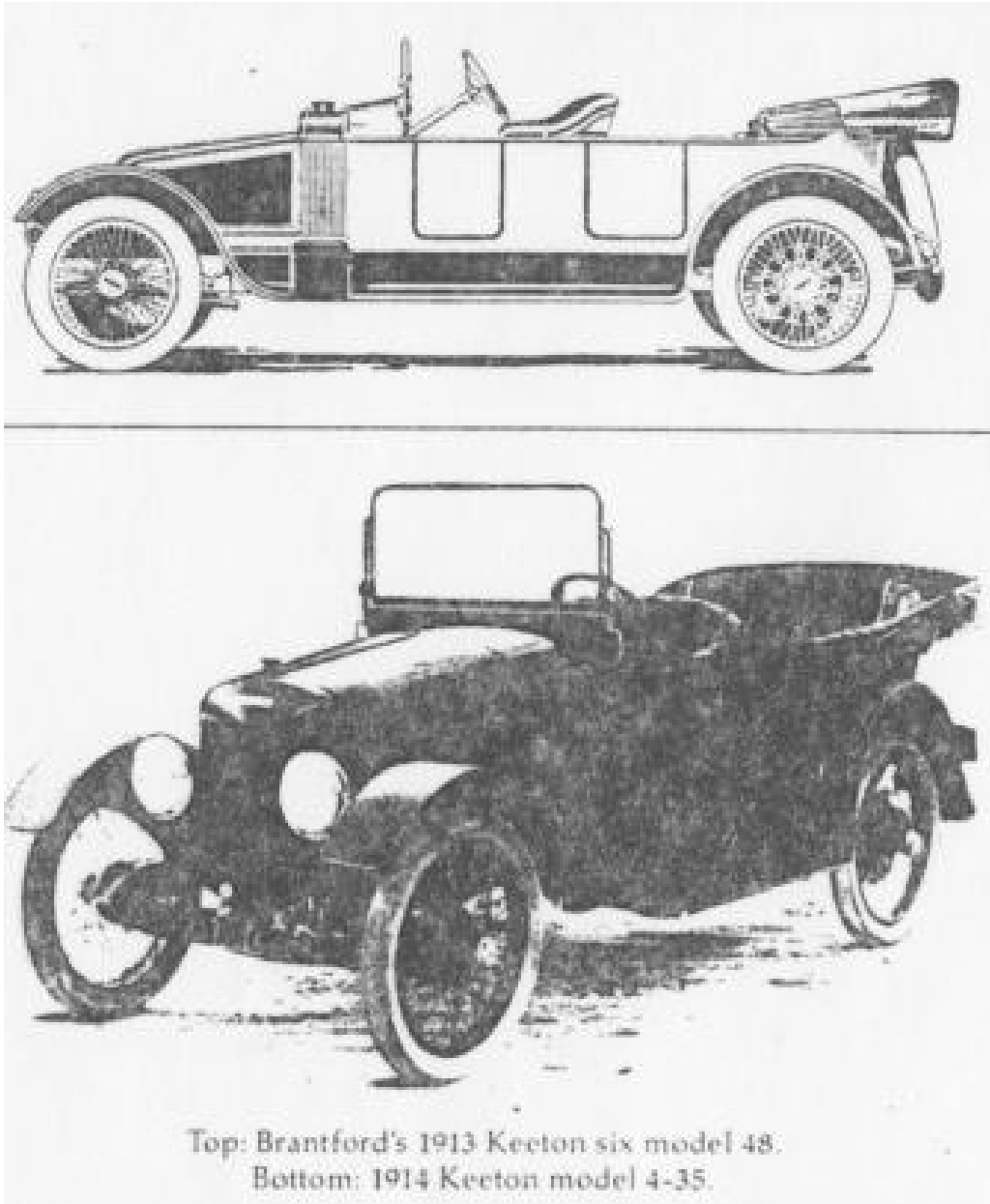
Where quality is vital, only the pioneers will do.



**gates rubber of canada ltd.**

This advertisement, incorporating a picture of the Keeton, Model 6-48, was published in a special edition of The Expositor on August 27th, 1977 during Brantford's Centennial.

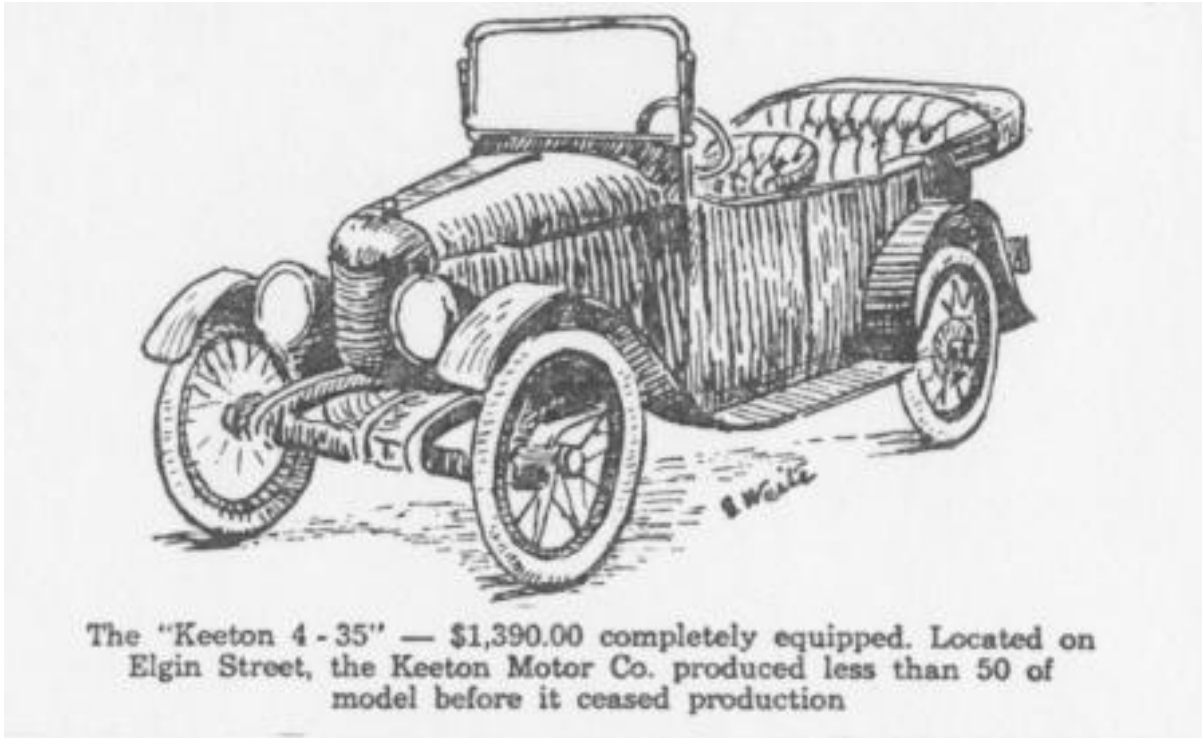
APPENDIX 1b



The Model 6-48 was produced in Brantford in 1913 and 1914 and the Model 4-35 in 1914 and 1915.

Reproduced from Cars of Canada, A Craven Foundation History by Hugh Durnford and Glenn Baechler, published by McClelland and Stewart Limited, Toronto, courtesy of Mr. Peter Holmes, Drumbo, Ontario and Mr. John Cox, Princeton, Ontario.

APPENDIX 1c



The above drawing of the Keeton 4-35 was included in "A Glimpse of the Past" - A Centennial History of Brantford and Brant County, published in 1966 by the Brant Historical Society in co-operation with the Brant Centennial Commission.

The drawing, which provides a good likeness of the Keeton, is the work of the late Mr. George Waite.

The caption above, states that Keeton Motors produced less than 50 of the model before it ceased production.

Although production figures are not available, this figure seems highly unlikely since production of the Model 4-35 commenced in 1913 for the 1914 production year and continued until 1915 at which time the Company ceased production. During 1915, two styles were available, a five passenger touring car and a two passenger roadster.

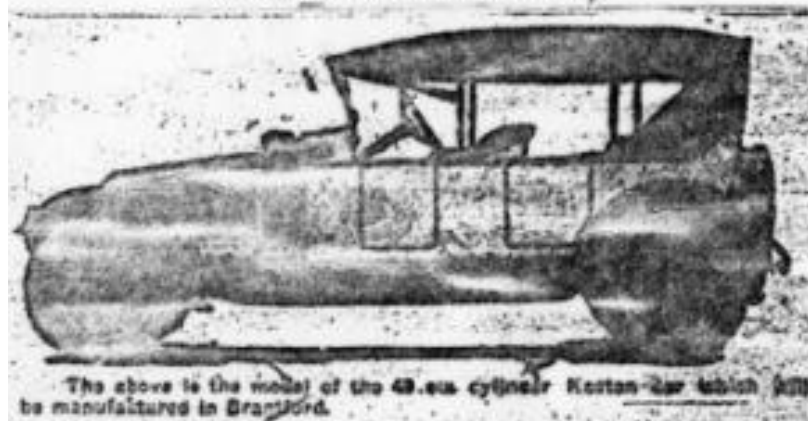
APPENDIX 1d



The above is the model of the 38 four cylinder Keeton car which will be manufactured in Brantford.



Front View of the Keeton Car.



The above is the model of the 48.cu. cylinder Keeton Car which will be manufactured in Brantford.

The above pictures of the Keeton automobiles which were to be manufactured in Brantford in 1913 were published on the front page of The Brantford Daily Expositor on August 15th, 1912. Unfortunately, the quality of the reproductions is not the best but they give some indication of what the motoring public in Brantford could expect.



APPENDIX 1f

THE MOTOR MAGAZINE

**KEETON**

Six "48" Keeton  
Completely  
Equipped **\$3,150**



**A French English Type—  
Made in Canada**

All the good ideas of both foreign and American engineering and designing are embodied in the Six "48" Keeton. In fact, it is a car which is in every way the equal of the best of two continents.

And being made right here in the Dominion, you get it at a reasonable price—saving you perhaps one third from the cost if you bought from an importer.

Notice the classy modern lines—here is the appearance you want your car to have. In every detail the design harmonizes perfectly. You will be proud to drive such a car.

We wish to say a word about the motor. It is one of the most powerful on the market to day. Not one part is exposed—and its operation is silent, smooth even on the hardest pulls. The radiator

at the rear is another valuable improvement. This protects the radiator—and prevents the drawing of dust and dirt into the hood—at the same time eliminating all fan equipment.

The Keeton is adapted for touring on Canadian roads. It will stand the most severe use—even on rough, hilly roads. The weight of the car is unusually light—3,350 pounds—much less than any other car accommodating seven passengers.

Now consider the Keeton carefully. Compare it with any other car at any price, and you will see that no other car offers you such a remarkable value. This is the distinct car—the car that is just what you have been waiting for. Let us send you catalog.

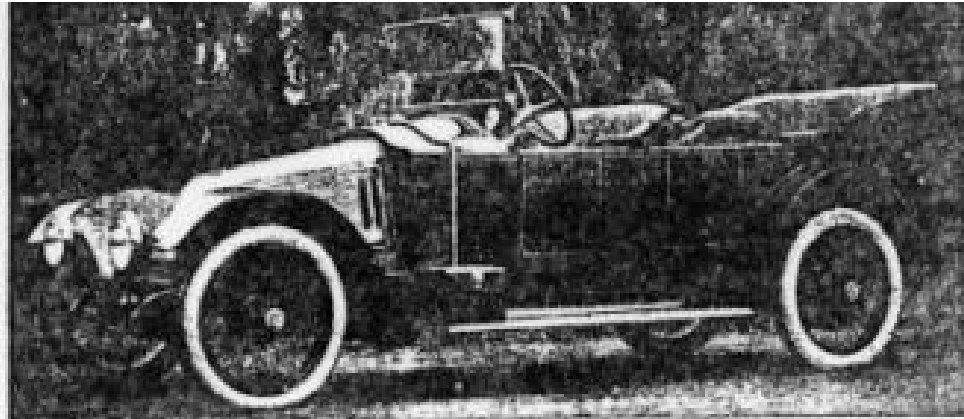
**SPECIAL TO DEALERS**

We already have contracts and payments for about two-thirds of our 1913 production and the cars are going fast. If we are not already represented in your locality we would be glad to hear from you—and will consider your application. We only want a limited number of dealers.

**KEETON MOTORS, LIMITED**  
BRANTFORD, CANADA

Canadian advertisement published in The Motor Magazine during 1913. Courtesy of Mr. Glenn Baechler, R.R. # 3, Wellesley, Ontario.





The New "Six-48" Keeton Open Top Touring Car

**KEETON THE TWO CARS THAT WILL INCREASE YOUR SALES CAR-NATION**

The volume of your sales depends largely upon the attraction value of the cars you handle. Some cars feature power, long economy, extra spiciness, others speed, appearance, price, etc. but in no other car will you find these qualities blended in such harmonious proportions as in the new "Six-48" Keeton.

A limited number of these "distinctive" cars will be produced for the coming season and dealers will find it greatly to their advantage to get in touch with us at once.

**KEETON SPECIFICATIONS**  
 Wheelbase includes 4 in. over 6 in. extra, front on 12 in. base  
 Ignition—Ketter's Dual Magneto with 120-125 Amps, Spark Advance  
 Battery—Storage Lighting or "Dual" Starting  
 Cooling—Water Pump and pressure regulated cooling system, single or 2 fans  
 Fuel—Automatic tank, hot fluid heating in winter  
 Rear Axle—Full floating rear axle with 45° angle, improved steering function  
 Brakes—Power and automatic control, separate left and right  
 Control—Car with three, right hand control, steering wheel and full speed, with automatic steering, 14 in. x 20 in. wheel  
 tires

Standard tire changed and extra tires in it and mounted in its wheel  
 Transmission—Standard type, 2 gears for, with 1st reverse fixed in fixed, sliding gear, 3rd reverse  
 Wheels—Five rubber springs with wheels, 14 in. x 20 in. 14 in. x 20 in.  
 Suspension—MacPherson suspension with shock absorber and spring  
 Axle—Power/Mechanically operated, electric wheel lock  
 Wheel lock  
**FRIGID-F. O. B. DETROIT**  
 2 Passenger Model, complete \$445  
 4 Passenger Model, complete \$500  
 Factory accessories extra  
 A full line of spare and used tires



The Famous "Car-Nation" Flying Mud

**CAR-NATION SPECIFICATIONS**  
 Main Power—Magneto and 120-125 Amps, Spark Advance  
 Battery—Storage Lighting or "Dual" Starting  
 Ignition—Ketter's Dual Magneto with 120-125 Amps, Spark Advance  
 Cooling—Water Pump and pressure regulated cooling system, single or 2 fans  
 Fuel—Automatic tank, hot fluid heating in winter  
 Rear Axle—Full floating rear axle with 45° angle, improved steering function  
 Brakes—Power and automatic control, separate left and right  
 Control—Car with three, right hand control, steering wheel and full speed, with automatic steering, 14 in. x 20 in. wheel  
 tires

Standard tire changed and extra tires in it and mounted in its wheel  
 Transmission—Standard type, 2 gears for, with 1st reverse fixed in fixed, sliding gear, 3rd reverse  
 Wheels—Five rubber springs with wheels, 14 in. x 20 in. 14 in. x 20 in.  
 Suspension—MacPherson suspension with shock absorber and spring  
 Axle—Power/Mechanically operated, electric wheel lock  
 Wheel lock  
**FRIGID-F. O. B. DETROIT**  
 2 Passenger Model, complete \$445  
 4 Passenger Model, complete \$500  
 Factory accessories extra  
 A full line of spare and used tires

**\$495 CAR-NATION \$495**

"The Car for the American Public"

**More Than a Cyclecar**

The Car-Nation is the only cyclecar that has a large passenger seat, set of lights, horn, bell, and a full set of gears and a full set of wheels. The Car-Nation is a cyclecar that has a large passenger seat, set of lights, horn, bell, and a full set of gears and a full set of wheels. The Car-Nation is a cyclecar that has a large passenger seat, set of lights, horn, bell, and a full set of gears and a full set of wheels.

Manufactured by **Keeton Motor Co., Detroit, U. S. A.** See Our Exhibit at New York and Chicago Shows

U.S. Advertisement for the Keeton Model 6-48 and the Car-Nation Cyclecar which utilized some motorcycle parts in its construction. The Cyclecar was manufactured by Keeton Motors in the U.S. commencing late in 1913.

Reproduced from Early American Car Advertisements by Q. David Bower and published by Bonanza Books, New York, courtesy of Mr. Harold West, Brantford, Ontario.

APPENDIX 1h

**Car-Nation**

**The Car for the Nation**  
"More than a Cyclecar"

**\$495**  
ROADSTER

**\$520**  
TOURING CAR

**The Low Priced Car that in Design, Construction and Detail Ranks With Big Expensive Motor Cars**

The Car-Nation is a car that any one would be proud to drive. It embodies all the "up to the minute" ideas in both European and American practice, while the price brings it within the reach of the great majority of buyers.

The light weight—great economy in operation—25-30 miles to the gallon of gasoline—ease of handling—low initial and upkeep cost—long life of the tires—speed and hill climbing qualities, make the Car-Nation unsurpassed for general utility.

There is nothing freakish about the whole car—every part is standard—four cylinder block motor—multiple disc clutch—3 speeds forward and reverse—selective type transmission—floating rear axle—wide wheels—slit side drive—center control—in fact everything about the whole car has been approved as the best practice.

Dealers throughout the whole country can make a very advantageous agency connection by writing or wiring now.

**\$3250**  
FULLY EQUIPPED

**The New "Six-48" Keeton**

The Keeton has that distinctive French type of construction that has always made the strongest appeal to people of culture and refinement, both in Europe and America, as the criterion among motor cars.

The mechanical excellence of the Keeton and the completeness of the equipment insure the maximum endurance and comfort in use.

Write for "THE TRIPLE TEST" booklet.

**THE AMERICAN VOITURETTE COMPANY**  
DETROIT, U. S. A.

U.S. Advertisement for the Car-Nation Cyclecar and the Keeton Model 6-48. The firm's U.S. name was changed in 1914 from the Keeton Motor Company to The American Voiturette Company. By September of 1914 the company was in receivership and production of the Keeton and the Car-Nation Cycle-car in the U.S. was halted.

Reproduced from Early American Car Advertisements by Q. David Bower and published by Bonanza Books, New York, courtesy of Mr. Harold West, Brantford, Ontario.

APPENDIX 1i



Bob Burman in his Keeton Racer

We put the Keeton through all the stunts we could think of—and couldn't find a hole in it anywhere. I can only say that anyone who tests us will be "going some".

*Bob Burman*

### Testing Trips Exceed Even Burman's Expectations

On rough roads and through the sand of Wayne County, over the hills and low stretches of Oakland County—Burman tried out the Keeton Racer to find a weak spot. He returned from the trip more enthusiastic than ever over the wonderful possibilities of this car.

He put the car through tests that the average owner would never think of putting his car to.

The Keeton came through without a single fault. Just think what this great margin of safety means to the owner, when he knows that he can depend upon his car under all conditions.

On account of its distinctive appearance and sturdy mechanical construction the Six-40 Keeton is being eagerly sought by men who know the finer points in motor cars.

It will pay you to investigate.

1913

**\$2750.00**

Completely Equipped



"Six-40" Keeton Touring Car

**Keeton Motor Company, 441 Levee, Detroit, Mich.**  
Keeton Motors, Ltd., Brantford, Canada

Motor Age advertisement published during 1913. This is an American advertisement with reference to the firm's Brantford operation. Bob Burman drove a Keeton in the Indianapolis 500 in 1913. Courtesy of Mr. Glenn Baechler, R.R. # 3, Wellesley, Ontario.

# What Light Car Will You Sell This Year and Next

## Does This Sound Like Common Sense to You?

Every dealer should carefully investigate his favorite proposition, and if he is wise, will as well investigate THOROUGHLY what his competition is going to be. Progress in the manufacture of automobiles has been very rapid, and it is quite necessary to have a sharp eye out for the best and most up-to-date to be had. The tool, equipment and preparation for the production of a new model runs into many, many

thousands of dollars, consequently many manufacturers cling to construction and methods that are out of date, depending upon their past reputation to carry them through. Don't get into a rut by following blindly such a condition. Investigate all.

Keep your mind open and free from prejudice, and above all sell cars that are up to the minute.

## Why Pay Duty on Completed Car Prices?

While of necessity a great percentage of our material is imported, we save your customer \$175.00 on

this item alone. Isn't that worth considering? Isn't it reasonable that we can give you more value?

## Who We Are and What We've Got

The Keeton Motors Limited is backed almost exclusively by Brantford's largest manufacturers, men who are known the world over in their respective lines, men who have made great successes. They have put their money and brains as manufacturers into this proposition determined to make THIS a great success. They realize that to make this success permanent that the design must be for strength and efficiency. To sell and please, it must ride comfortably, be gracefully lined and sell at a moderate price. These things to the last degree, to keep in the front rank with improvement as the art progresses. Big output and small profit per car is our policy, rather than small output and big profit per car. These men made THEIR success by these methods. Mr. Keeton the designer of these cars has been connected with the Motor manufacturing in the States since its inception, and is responsible for some of that country's most successful designs. He has followed closely the policies that have proven the most successful in the States, i.e. the selection of materials and parts of

known proven reliability and efficiency, made by large concerns that have every facility for accurate production, and specialize in their respective lines. Such as Northway long stroke Motor and Unit Transmission, Delco Starting, Lighting and Ignition System, made famous by use on cars of much higher price. Salisbury Pressed Steel, Full Floating Rear Axle, with Chrome Nickel Steel Shafts and highest grade Ball and Roller Bearings, Jacox Steering Gear (Mercedes Type)—Greenville Metal Products, I Beam Front Axle of steel, especially selected and treated for the purpose.

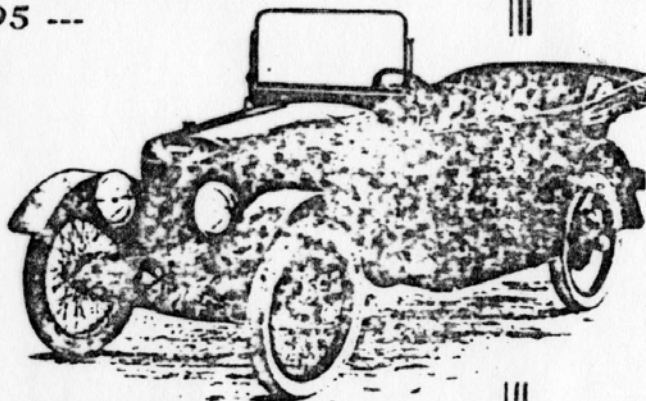
These and many other with 114 inch wheel base, roomy 5-passenger body (room for extra seat for two children.) Demountable wire wheels (with an extra wheel, on which a tire can be carried fully inflated, allowing a change in half the time ordinarily consumed with the demountable rim) and effecting a saving in excess of 65% in tire upkeep. Long, easy riding springs, 50 inches in the rear, in addition to the scroll upper springs.

## --- All This for \$1295 ---

This policy has been enthusiastically approved by these experienced manufacturers as well as our representatives throughout the country, as they know it spells SUCCESS in large letters, and means a prosperous future for all concerned. Better find out about us and our product. It will be easier to sell for us than against us.

Why not write now. We want to tell you more. If you have arranged for this year, it is a good time to begin to look out for the next year. Its not far away, and besides it is generally predicted that there will be a shortage of cars this year. We are anxious to have representation in every hamlet, as we are making big plans for a large production for 1915. Better not delay. Our agency proposition is attractive.

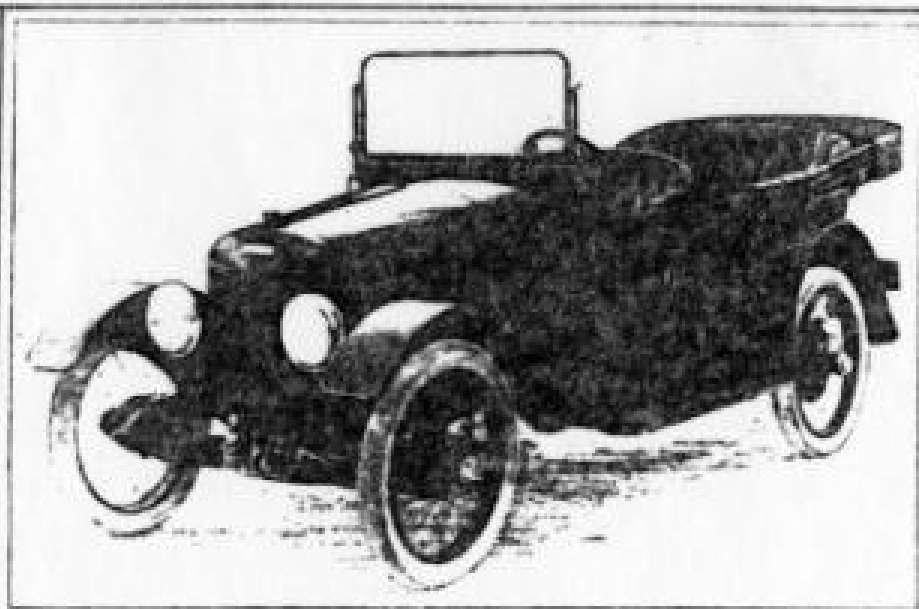
We have prepared a comparison sheet of the principal specifications of 15 of the leading moderate priced cars now sold in the Canadian market, which is very interesting and instructive. Let us send you one—they are free.



## KEETON MOTORS, LIMITED - - BRANTFORD ONT., CAN.

We make the Keeton 6-cylinder, 48-Horse Power, at \$3150.00, and claim that there is none better at any price. Canada's finest car. Details upon application.

Advertisement published in Motoring and Motor Trade of Canada in March of 1914. Courtesy of Mr. Glenn Baechler, R.R. # 3, Wellesley, Ontario.



“ KEETON 4-35 ”

**T**HE Keeton “4-35” is manufactured by Keeton Motors, Limited, and is rapidly becoming one of the most popular medium priced cars in the Dominion. It is, of course, a “Made in Brantford” product.

The manufacturers attribute the splendid success of the Keeton “4-35” to their use of nothing but the best of everything in the car, such as the Northway Motor, Delco self-starter, etc., and to the attractive appearance of the car, with its “V” shaped radiator flaring hood, wire wheels, and stream line body. Considering how well the car is made, the price is very low, as the complete car sells for \$1390.00, completely equipped.

The office and factory of Keeton Motors, Limited, are located on Elgin Street, at which visitors are always welcome.

The above advertisement was published in the Brantford Old Home Week Souvenir Book which was distributed between August 9th and 14th, 1914. The vehicle depicted is the 1915 Model.

**1915**  
**"KEETON"**



*Five Passenger Touring, or Two Passenger Runabout.*

**A combination of Price, Construction and Equipment unequalled by any other car sold in Canada.**

**SEVERAL NEW FEATURES**

1. Improved body lines, giving a graceful stream line effect.
2. Clear vision, with vision wind shield.
3. Deeper and softer upholstery with only a high grade of leather used.
4. Complete lack of sag, giving a better distribution of weight.
5. Various gravity gasoline feed—a feature of the latest latest cars.
6. Addition of Over-man-Steer top, extra tire and valve, as standard equipment.

The Keeton is the first car that has made a name for itself that we are proud of. It has proved to be a SUPERIOR Car. In the illustrated service the automobile good KEETON has shown over the whole of Canada of the 1915 model year. While retaining all the outstanding and successful features of our 1914 model, improvements have been added that make our new model stand in this market and serve in any other car of anywhere near the price of the KEETON. The only moderate priced Car made in Canada by a

Prices: \$1,275 and \$1,425

**J. HOLDING & SON, Local Agents**  
**KEETON MOTOR, LIMITED, BRANTFORD, ONT.**

The above advertisement was published in The Brantford Daily Expositor on March 6th and 13th, 1915. Due to the quality of the reproduction, it is difficult to discern, but the advertisement stresses that the KEETON was: THE ONLY MODERATE PRICED CAR MADE IN CANADA BY A FIRM NOT AFFILIATED WITH ANY AMERICAN OR FOREIGN FIRM. The parent firm, the Keeton Motor Company of Detroit, Michigan had ceased production early in 1914. The car depicted in the advertisement is the Model 4-35. The Agent's name is incorrectly spelled, should have been Houlding.

Reproduced from microfilm on file at The Expositor, Brantford, Ontario.

APPENDIX 1n



The above advertisement was published in The Brantford Daily Expositor on March 20th, 1915. The vehicle depicted is the 1915 Model 4-35 Touring Car. The surname of the Agent is incorrectly spelled, should be Houlding.

Reproduced from microfilm on file at The Expositor, Brantford.

APPENDIX 1o



42 Dalhousie Street (1919). Site of Automobile Agency of John A. Houlding & Son which is likely the location where Keeton Automobiles were sold early in 1915. Photo courtesy of Mr. Norman Houlding, Brantford, Ontario.



**“Keeton”**  
**Appearance**

**\$1425**  
FULLY  
EQUIPPED



**\$1425**  
FULLY  
EQUIPPED

*Suggests a Motor Car Costing Several  
Hundred Dollars More Than \$1,425.*

Its graceful European lines, its rich body stock—its strong, sturdy, resilient and easily demountable wire wheels, its 17" mohair one-man top—its genuine first quality leather upholstery are just a few exterior features that give to the KEETON that Aesthetic and Distinctive Appearance.

But it is when you carefully examine the interior of the KEETON that your admiration and enthusiasm reach their highest point—when you see the NORTHWAY three-point suspension power plant, the DELCO Starting, Lighting and Ignition System, the SALISBURY Rear Axle, the STEWART-Vanston Gravity Grease Feed, etc.

It's when you have proved to your own satisfaction that the "best" ride has been built into the KEETON that you will be ready to admit that the KEETON at \$1425 entirely eliminates successful competition—absolutely.

**AND THIS WONDERFUL CAR IS BUILT IN YOUR OWN HOME TOWN OF BRANTFORD.**

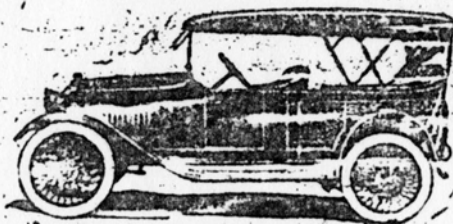
Demonstrations Arranged by Telephone or Mail to  
**JOHN HODGE, Local Agent, Phone 850**

**KEETON Motors, Limited**  
Brantford, Canada

The above advertisement was published in The Brantford Daily Expositor on May 7th, 1915. The vehicle depicted is the 1915 Model 4-35, 2 passenger Roadster.

Reproduced from microfilm on file at The Expositor, Brantford Ontario.

# KEETON VALUE



*IF* you use the same principles in buying your Motor Car that you practice when buying ordinary everyday necessities, you'll surely decide on a **KEETON**.

**BECAUSE** the **KEETON** represents the utmost value in Motor Car construction at \$1425. Every vital part built into the **KEETON** has a name, a reputation built upon the "quality first" basis.

Take the **NORTHWAY 3 POINT SUSPENSION POWER PLANT** for instance. There are over 200,000 Northway Engines in use, each one representing the highest attainment in the science of Motor Construction. The **KEETON** does not claim to have the exclusive use of the Northway engine, but it does claim to cost hundreds of dollars **MORE** than the **KEETON** but the Northway Engine is **NOT** used in any Motor Car selling at such a reasonable price as \$1425.

And the Rear Axle of the **KEETON** is not an ordinary every day kind of axle—it is a **SALISBURY** with **HYATT ROLLER BEARINGS**.

**DELCO** is the name of the Starting, Lighting and Ignition System.

The method of feeding the gas into the Carburetor has not been left to chance, for you will find installed just under the hood of this new Model **KEETON** a **STEWART VACUUM GASOLINE FEED SYSTEM**.

The Top is Silk-Mohair. It is a **ONE-MAN TOP**.

The Brake bands have been made with all the strength and efficiency necessary to control a car very much heavier than the **KEETON** and as a matter of precaution these brake bands have been enclosed so that grease and mud cannot get between the brake lining and the brake drum and so impair the ability to hold your car on a steep hill.

Then again, following out the idea which has been standardized by the majority of the most expensive European and American cars, the **KEETON** is equipped with **WIRE WHEELS** saving by actual test, at least 25% of the cost of operation of your Motor Car.

Tires at your option, are the Dunlop, Dominion or Goodyear, and the **KEETON** is delivered to you fully equipped with five wheels, five tires, **1915**, **1916**, **1917**, **1918**, five repair outfit, together with a guarantee covering a period of six months.

Why not buy a new 1915 KEETON Motor Car  
direct from the factory—IN BRANTFORD?

**JOHN HODGE, Local Agent**

Phone 850

Demonstrations cheerfully arranged at your convenience, by telephone or mail to

**Keeton Motors, Limited**

BRANTFORD . . . CANADA

This advertisement was published in The Brantford Daily Expositor on May 18th, 1915. As can best be determined, it is the last advertisement that appeared in local newspapers, which may give some indication when the firm ceased production. The vehicle depicted is a 1915 Model 4-35 Touring Car.

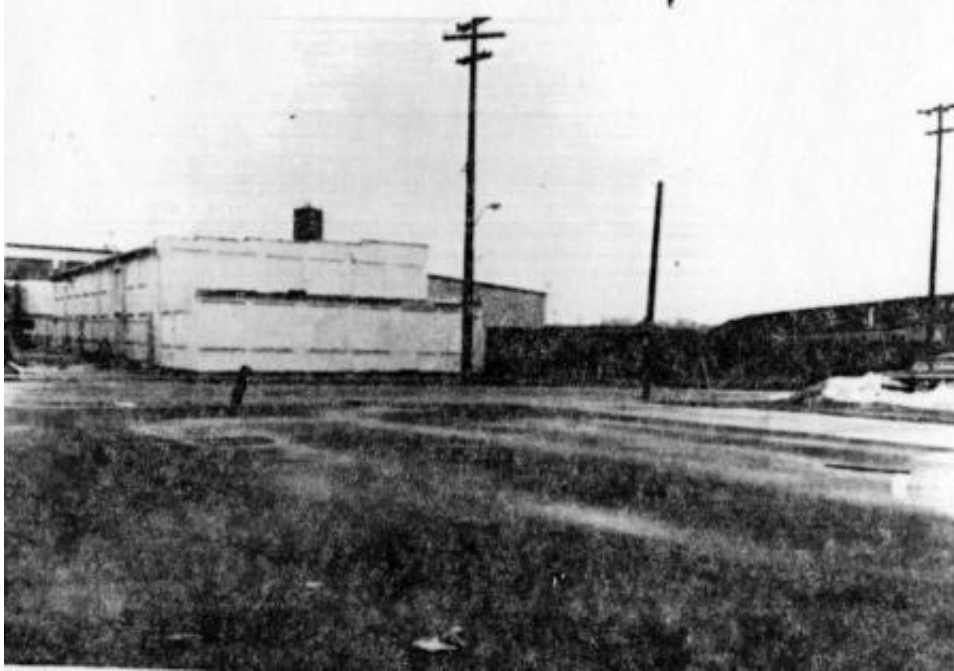
Reproduced from microfilm on file at The Expositor, Brantford, Ontario.

APPENDIX 2a

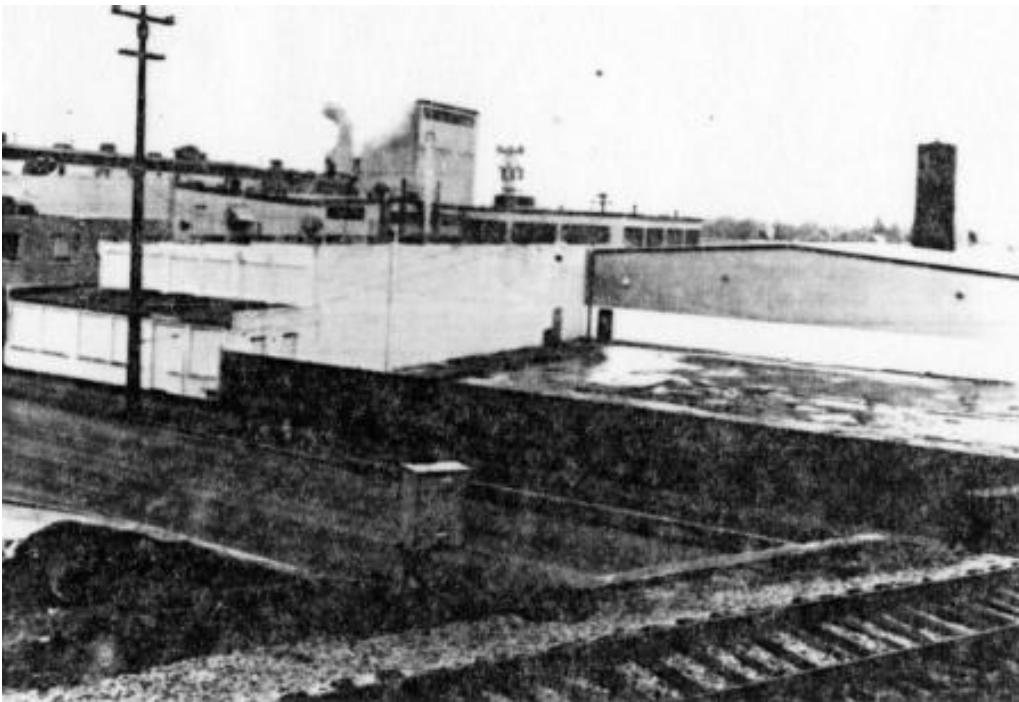


69 Elgin Street as it appeared in 1978 when occupied by Keep-rite Products Limited. Former location of Keeton Motors, Limited (1912-1919), Motor Trucks, Limited (1915-1920), Blue Bird Corporation, Limited (1920-1925).

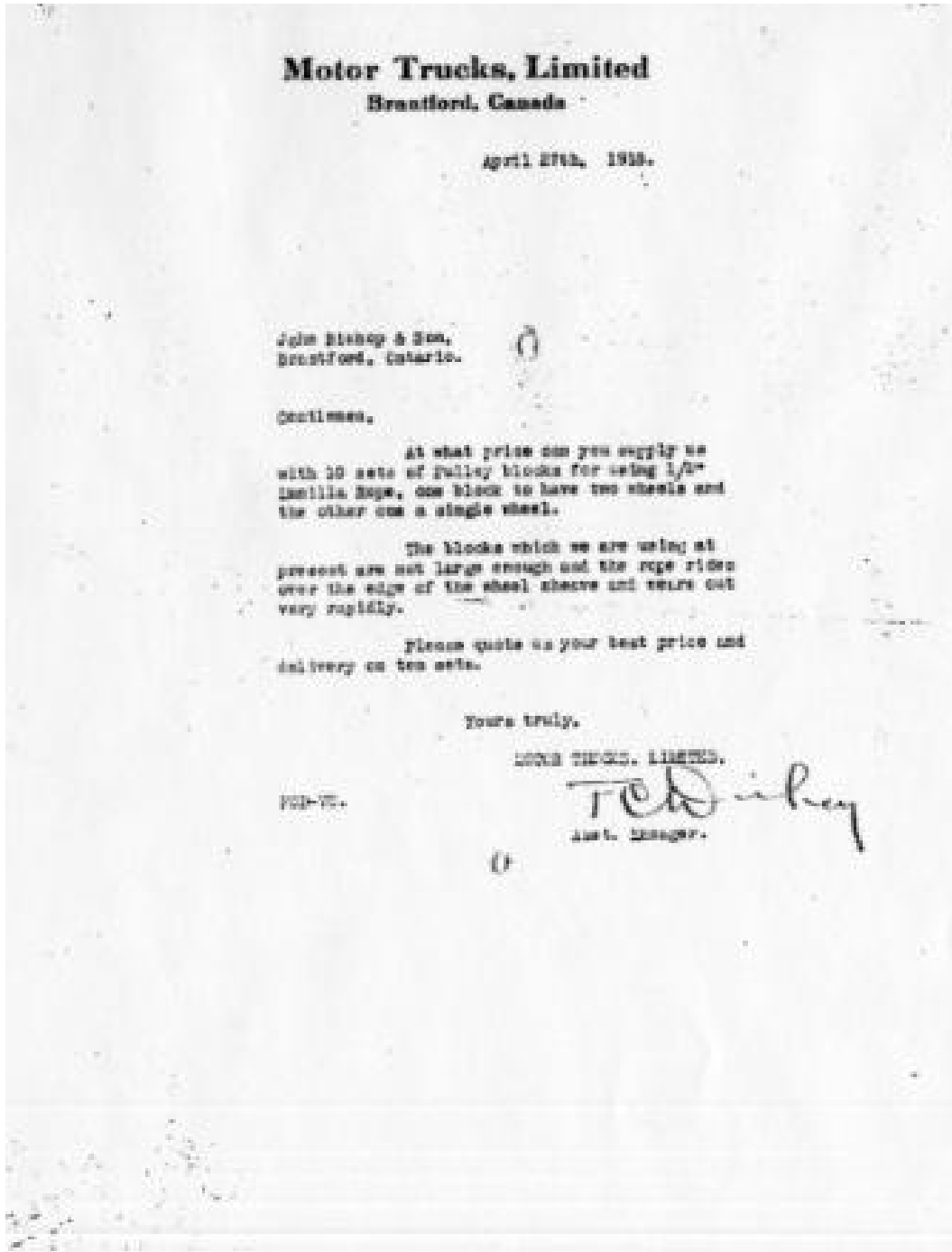
APPENDIX 2b



Former site of Keeton Motors, Limited (1912-1919), Motor Trucks, Limited (1915-1920), Blue Bird Corporation, Limited (1920-1925). Now occupied by Reid Dominion Packaging Ltd., 81 Elgin Street. Light coloured building on left is possibly part of original factory. Photos courtesy of Mr. Laurie Haney, Brantford, Ontario (March 1986).



APPENDIX 3a



Original on file at the Brant County Museum. Mr. F.C. Dickey, the firm's Asst. Manager, whose signature is on the letter, was also listed in Vernon's City of Brantford Directory in 1915 and 1916 as Asst. Manager of Keeton Motors, Limited.

APPENDIX 3b

Form No. 100 (Rev. 10-1-31)

## MOTOR TRUCKS, Limited

BRANTFORD, CANADA

October 30th, 1918.

To **J. HIGGINS & CO.,**  
CITY.

Please supply us with the undermentioned goods:

Express \_\_\_\_\_ Freight \_\_\_\_\_ by \_\_\_\_\_ Delivered by \_\_\_\_\_

Terms \_\_\_\_\_ P. O. No. \_\_\_\_\_

No goods to be received without written order

Quantity	DESCRIPTION OF GOODS
100	3/16" Dia U. S. Bolts
100	3/8" " U. S. "
	The above confirms telephone order of date.
	<i>A.</i>
P. O. No.	

This Material is required for use on  
**U. S. WAR ORDER No. P. 6325-2184A**  
4.7" Common Steel Shell

ALL INVOICES, SHIPPING PAPERS AND PARTS  
OF SHIPMENTS ON THIS ORDER MUST  
BE PLAINLY MARKED

**"A" Plant, Elgin St.**

Follow Customs Regulations and Instructions on reverse side of this Order.

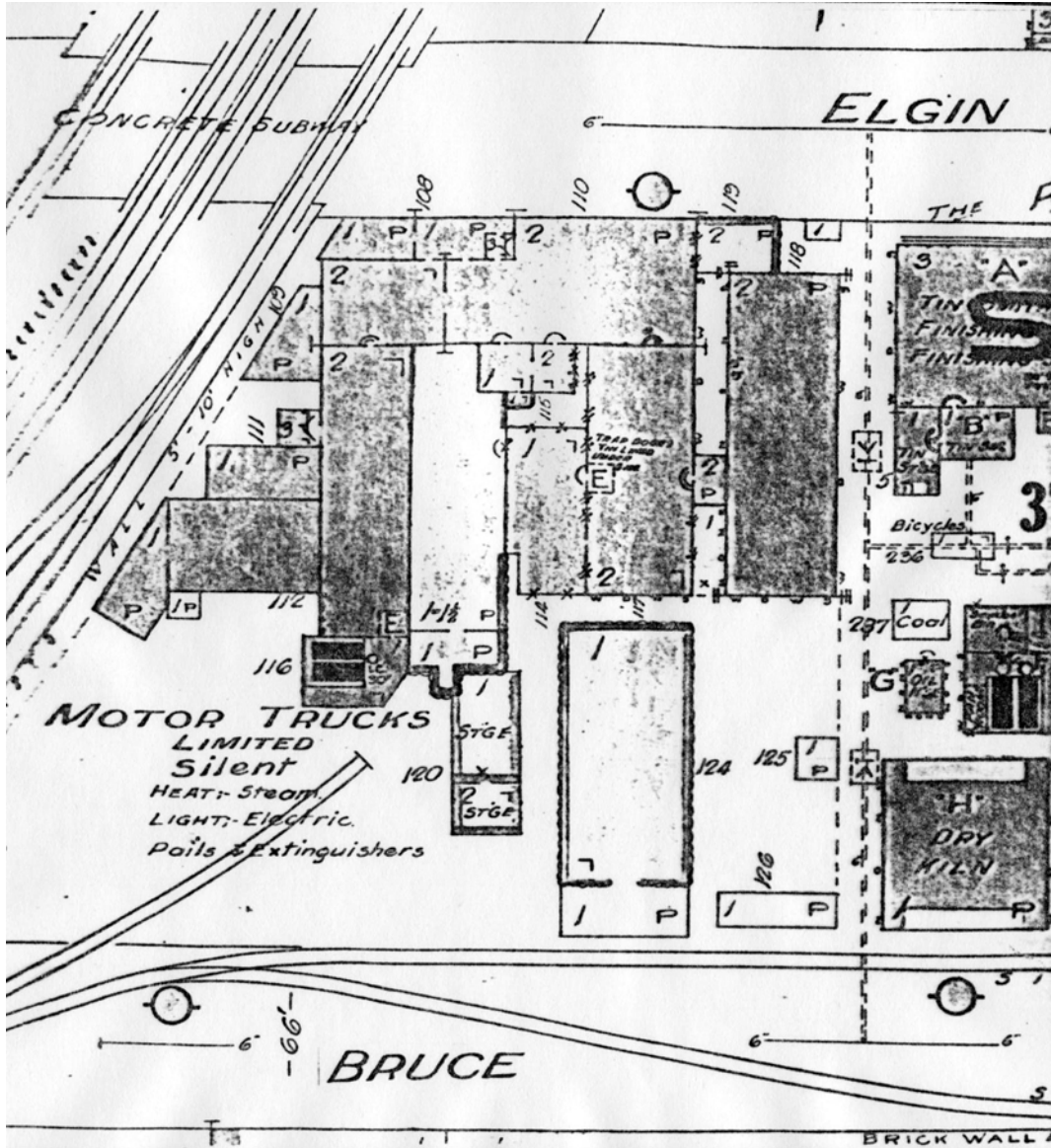
Acknowledgment of this order must be made in writing by return mail.  
There is no verbal understanding or agreement different than the conditions stated in this order.  
Prices and quantities shall be of the highest grade world to the highest standard of their kind.  
No charges are allowed for loading or unloading unless previously agreed.  
This order is subject to cancellation if goods are not shipped at once started.  
It is being understood that you will indemnify us for any loss or damage sustained on account of  
negligence of package, or delay, transshipment, or material covered by this order.  
All goods to be subject to our inspection.

MOTOR TRUCKS Limited

ORDER No. 7374 Please quote this Order Number  
on Invoices and Acknowledgments.

Purchase Order regarding U.S. War Order. The reference to "A" Plant, Elgin St. is the firm's factory which was located at 69 Elgin Street. Original on file at the Brant County Museum.

APPENDIX 3c



Motor Trucks, Limited plant at 69 Elgin Street (1915-1920). Also occupied by Keeton Motors, Limited (1912-1919) and Blue Bird Corporation, Limited (1920-1925). Reproduced from the Insurance Plan of Brantford, Ontario published in 1919 by Underwriters Survey Bureau Limited, Toronto and Montreal on file at the Brant County Museum.

## APPENDIX 3d

A series of photographs was taken by Brantford Photographers, Park & Company, commencing May 21st, 1918, depicting the rapid progression in the construction of the new Motor Trucks, Limited Plant at 298 Murray Street. The factory was contracted to be erected in 45 days and the schedule appears to have been met. The primary purpose of the factory was the manufacture of munitions for the United States Government as part of the War Effort, which was the reason for the rapid construction of the building.

Unfortunately, the War ended before any shells were delivered to the U.S. A lengthy court action ensued over disputed ownership of the land and buildings with title subsequently being awarded to the United States Government. The photographs included herein are not the entire series taken by Park & Company but only a selected number and were provided by Mr. Vernon B. Gale, Chairman, Gunther Mele Limited, Brantford, Ontario, the current owners of the building. Reproduction, courtesy of Mr. Laurie Haney, Brantford, Ontario.



May 21st, 1918 - Construction commences. Railway runs along the embankment on the left and Murray Street is in the foreground.





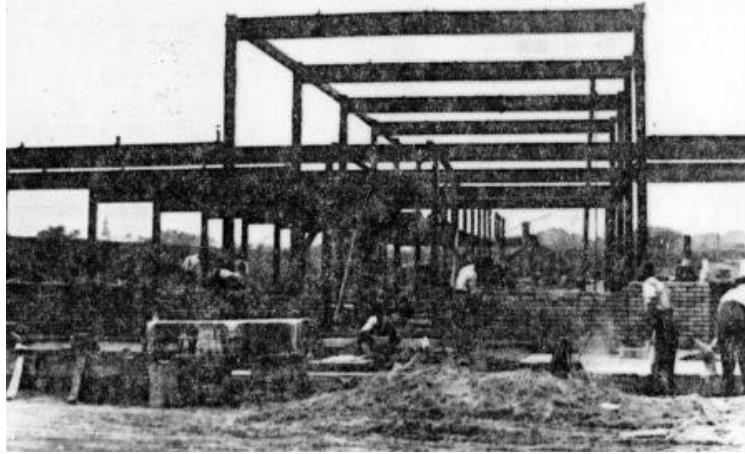
May 28th, 1918 - Foundations being prepared. Note steam powered cement mixer.



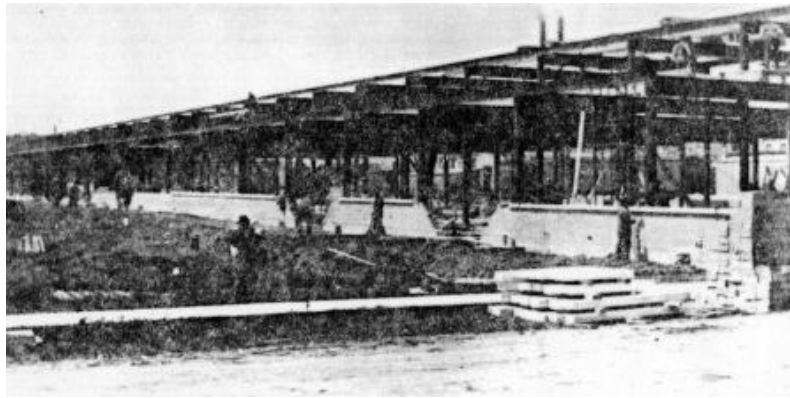
May 31st, 1918 - Foundation completed.



June 4th, 1918 - Steel being erected



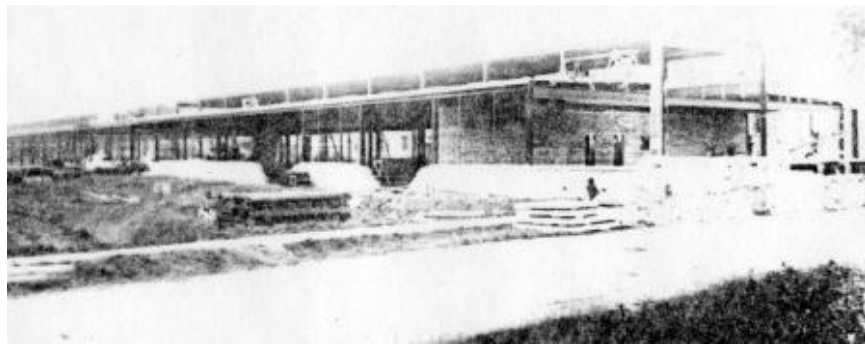
June 4th, 1918 - Steel and Brickwork



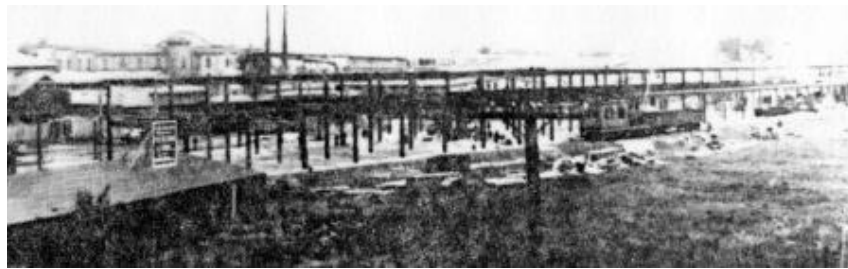
June 7th, 1918



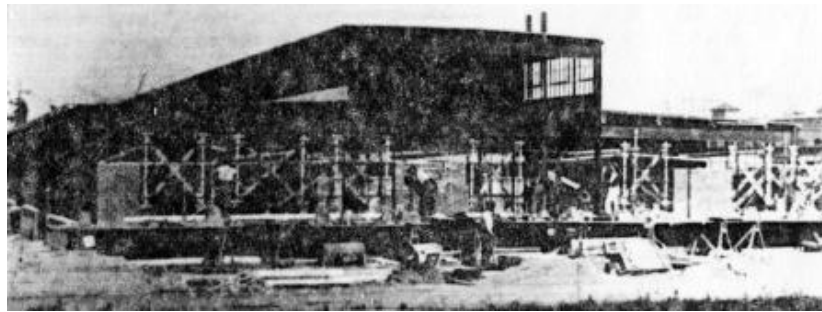
June 7th, 1918



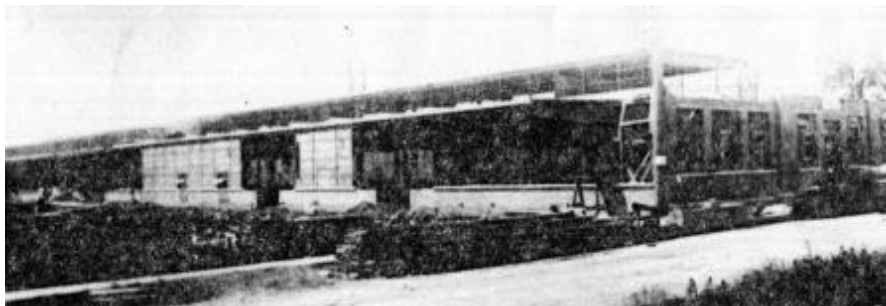
June 11th, 1918



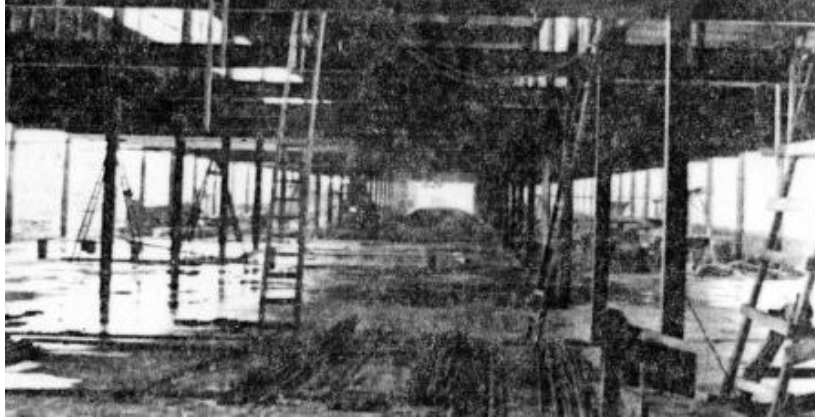
June 11th, 1918 - Note crane used in erection of steel



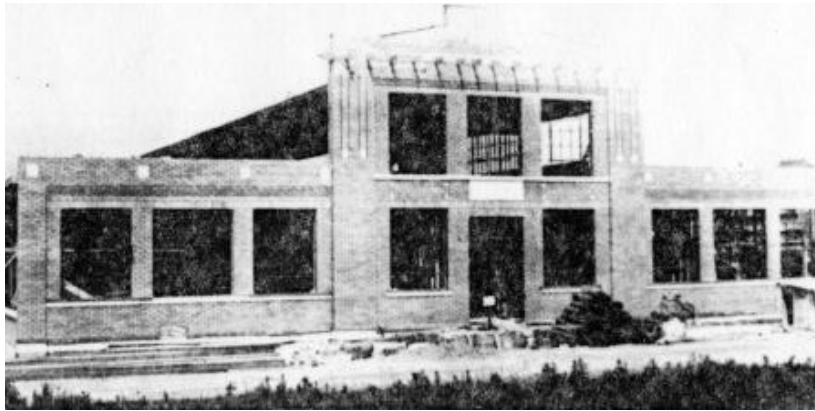
June 14th, 1918 - Front of building



June 18th, 1918 - Front and south side of building



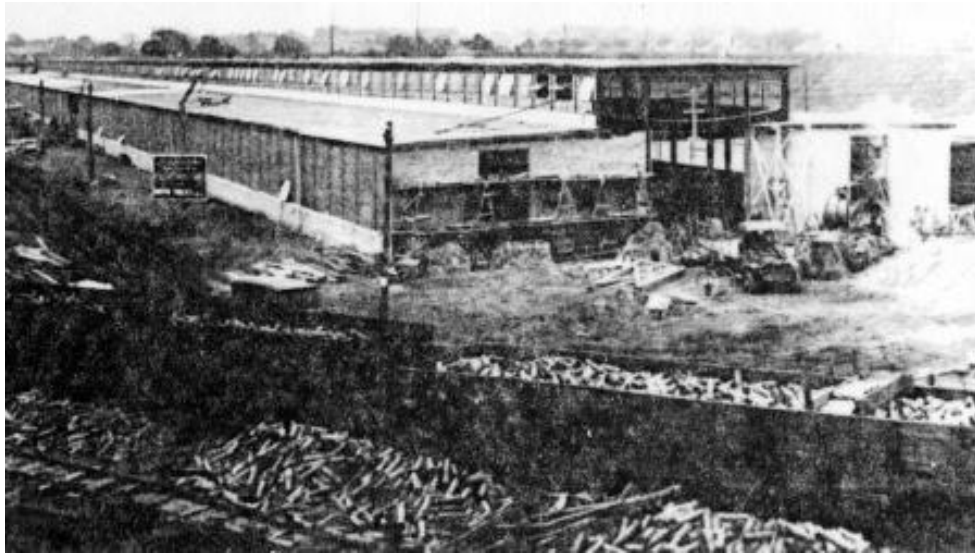
June 21st, 1918 - Interior



June 25th, 1918 - Front of building



June 28th, 1918 - Interior



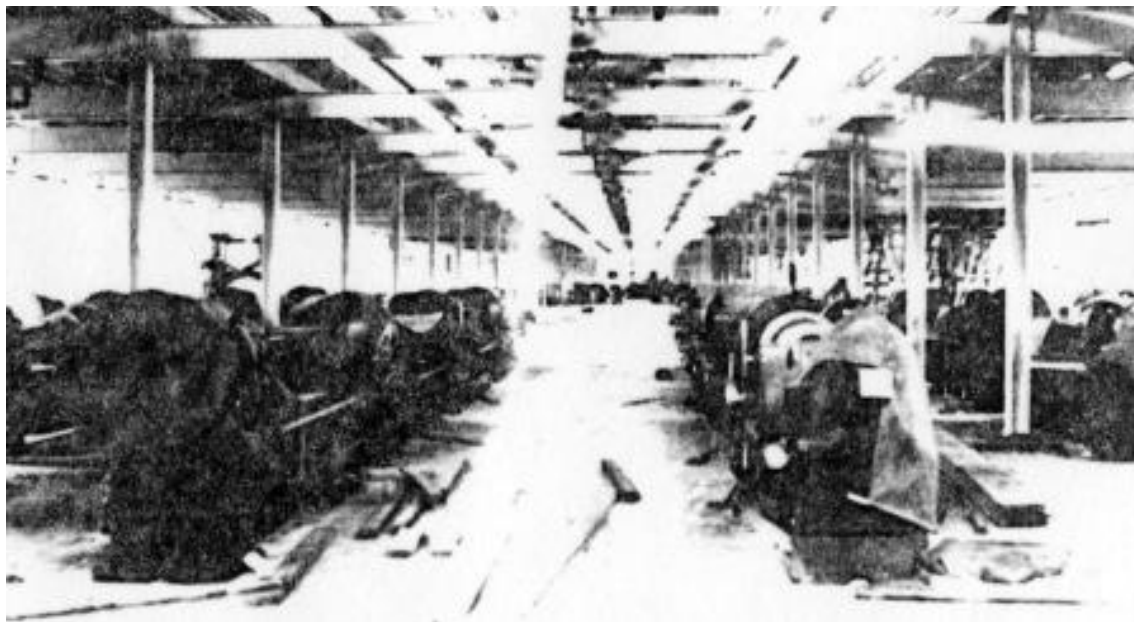
July 9th, 1918 - Rear of building. Note shell casings in and beside train cars



August 2nd, 1918 - Steel being erected on south side of building. Possibly intended as foundry. Never completed and eventually demolished



August 9th, 1918 - Note shell casings



August 9th, 1918 - Interior with machinery installed.

APPENDIX 3c



Front of building as it appears today. Presently owned by Gunther Mele Limited.

APPENDIX 3f

**MOTOR TRUCKS, Limited**  
 BRANTFORD, ONTARIO  
 October 30th, 1918.

To **J. Bishop & Son,**  
 City \_\_\_\_\_  
 Please supply us with the undermentioned goods:

Express \_\_\_\_\_ Freight \_\_\_\_\_ by \_\_\_\_\_ Delivered by \_\_\_\_\_  
 Terms \_\_\_\_\_ P. O. N. \_\_\_\_\_

We thank you for business without further delay

Quantity	Size	DESCRIPTION OF GOODS
100	1/2" x 1"	Machine bolts
		The above confirms telephone order of date _____
		200/2.

All Invoices, Shipping Papers and Parts of Shipments on this Order must be Plainly Marked:

**"B" Plant, Murray St.**

This Material is required for use on  
**U. S. WAR ORDER No. P. 8118-2383**  
 240 sq. in. Carbon Steel Sheet

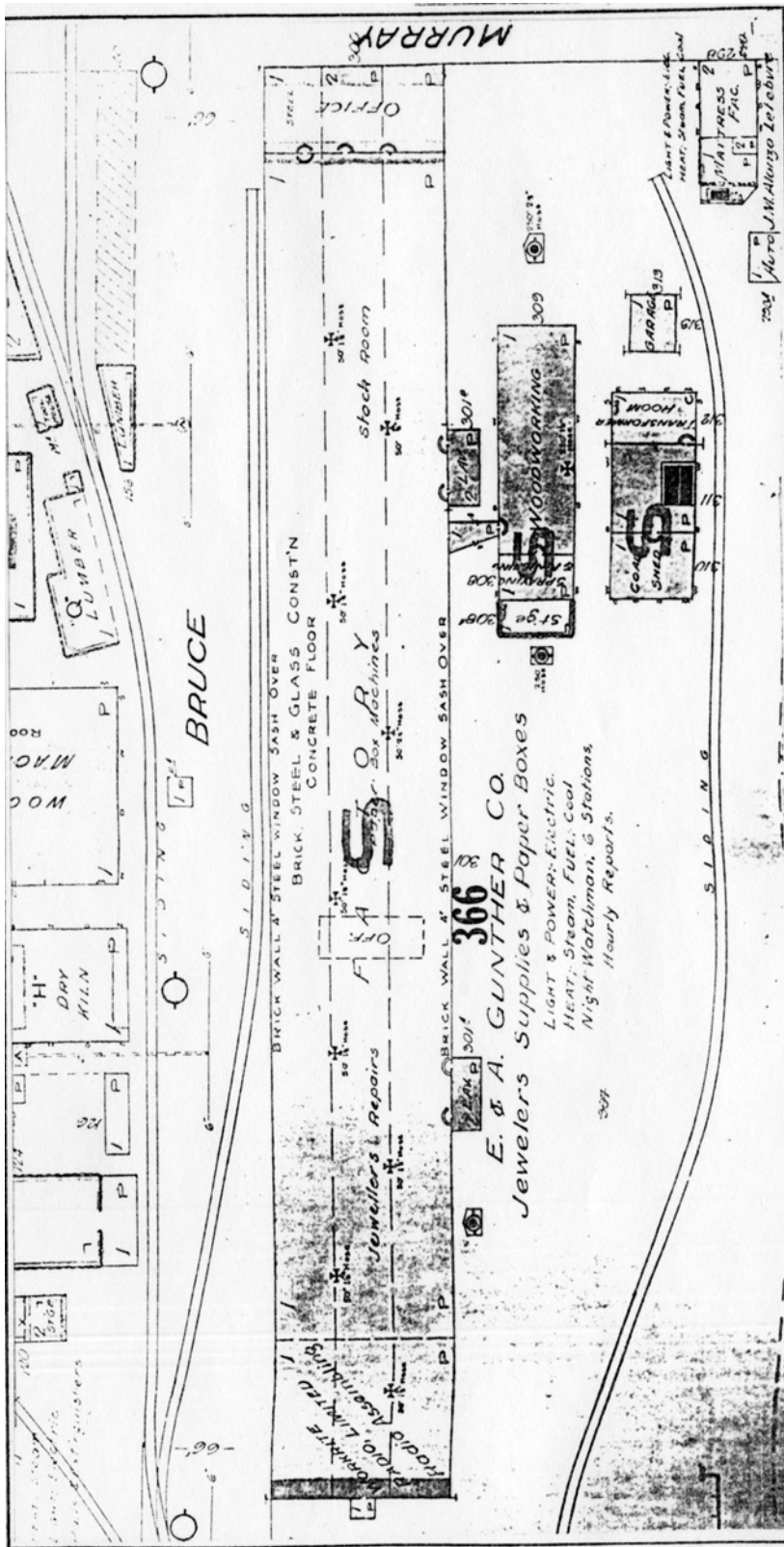
Follow Customs Regulations and Instructions on reverse side of this Order

Acknowledgment of this Order must be made in writing by return mail.  
 There is no warranty or acceptance of responsibility for the conditions stated in this order.  
 Articles and materials shall be of the highest grade equal to the highest standard of their kind.  
 No charges are allowed for loading or unloading unless previously agreed.  
 This order is subject to conditions if goods are not shipped as here stated.  
 It is being understood that you will indemnify us for any loss or damage sustained.  
 Introduction of goods, or claims, thereunder, no material covered by this order.  
 All goods to be subject to the inspection of the U.S. Government.

ORDER No. 7370

Purchase Order regarding U.S. Mar Order. The reference to "B" Plant, Murray St. is the firm's factory which was located at 298 Murray Street. Original on file at the Brant County Museum.



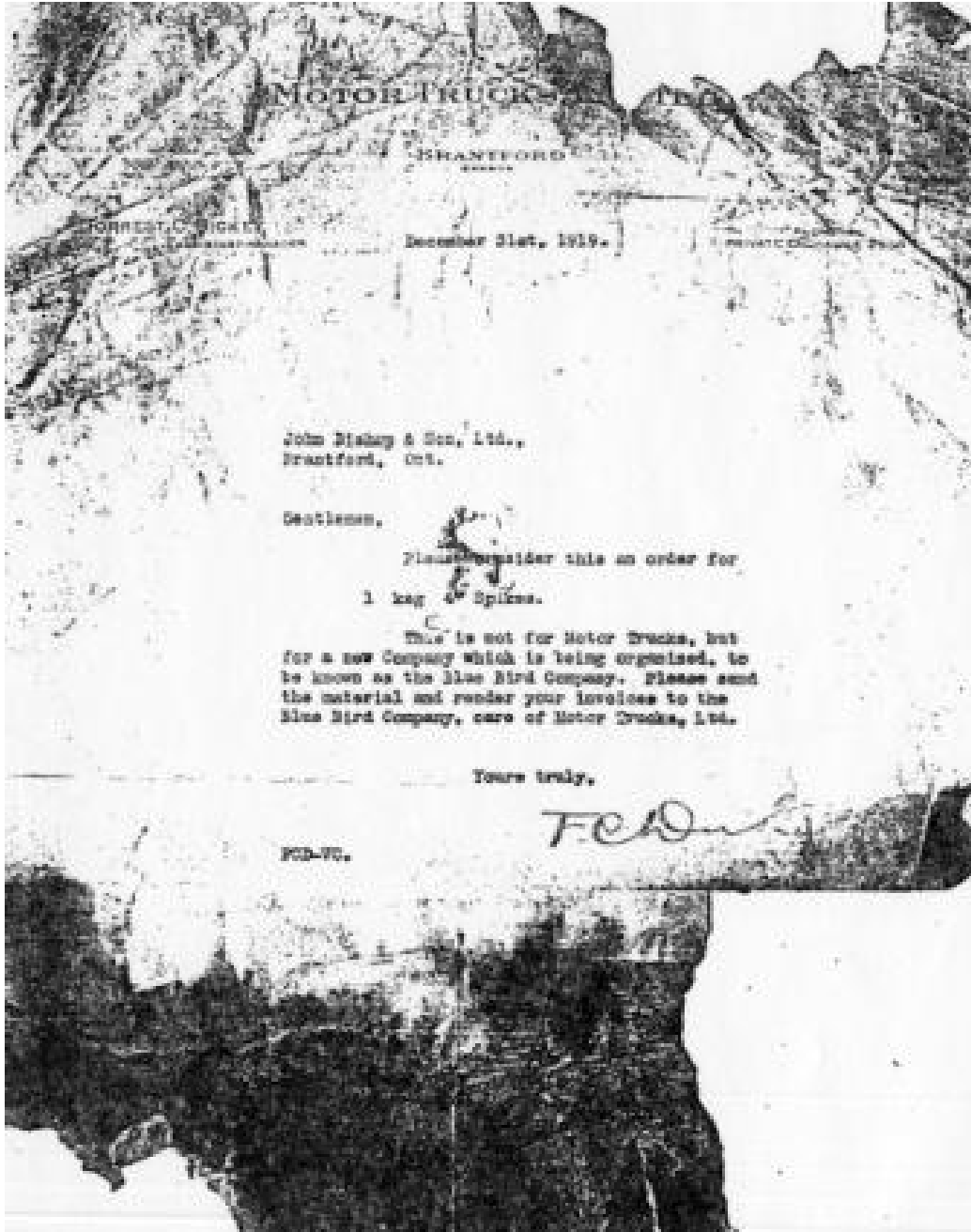


The E. & A. Gunther Co. Plant at 298 Murray Street which was constructed by P.H. Secord & Sons Company for Motor Trucks, Limited, commencing May 21st, 1918. Munitions were to be manufactured in this plant for the United States Government. Keeton Motors, Limited also operated from this location in 1918 and 1919, although motor vehicles were never manufactured in this factory. This factory was the subject of a legal action between the United States Government and Motor Trucks, Limited, commencing early in 1920 and title was subsequently awarded to the U.S. It was occupied for a short time in 1920 by Blue Bird Corporation, Limited. It was purchased by Reinhold E. Gunther on April 20th, 1926.

Reproduced from the Insurance Plan of Brantford, Ontario, published in 1919 and revised in 1927 by Underwriters Survey Bureau Limited, Toronto and Montreal, on file at the Brant County Museum.



APPENDIX 4a



Motor Trucks, Limited letterhead, confirming the organization of the Blue Bird Company. Original on file at the Brant County Museum.

APPENDIX 4b

**Blue Bird Corporation, Limited**  
BRANTFORD, CANADA  
June 29, 1925.

To J. Bishop & Son,  
C I F Y.

Please supply us with the undermentioned goods:

Express \_\_\_\_\_ Freight \_\_\_\_\_ by \_\_\_\_\_ Delivered by \_\_\_\_\_  
Terms \_\_\_\_\_ F. O. B. \_\_\_\_\_

No Goods to be Shipped Without Written Order

Quantity	DESCRIPTION OF GOODS
25	1/2" x 9" Machine Belts & Bits
	CONFIRMATION ORDER.
L.S.H./T.	Follow Customs Regulations and Instructions on reverse side of this Order.

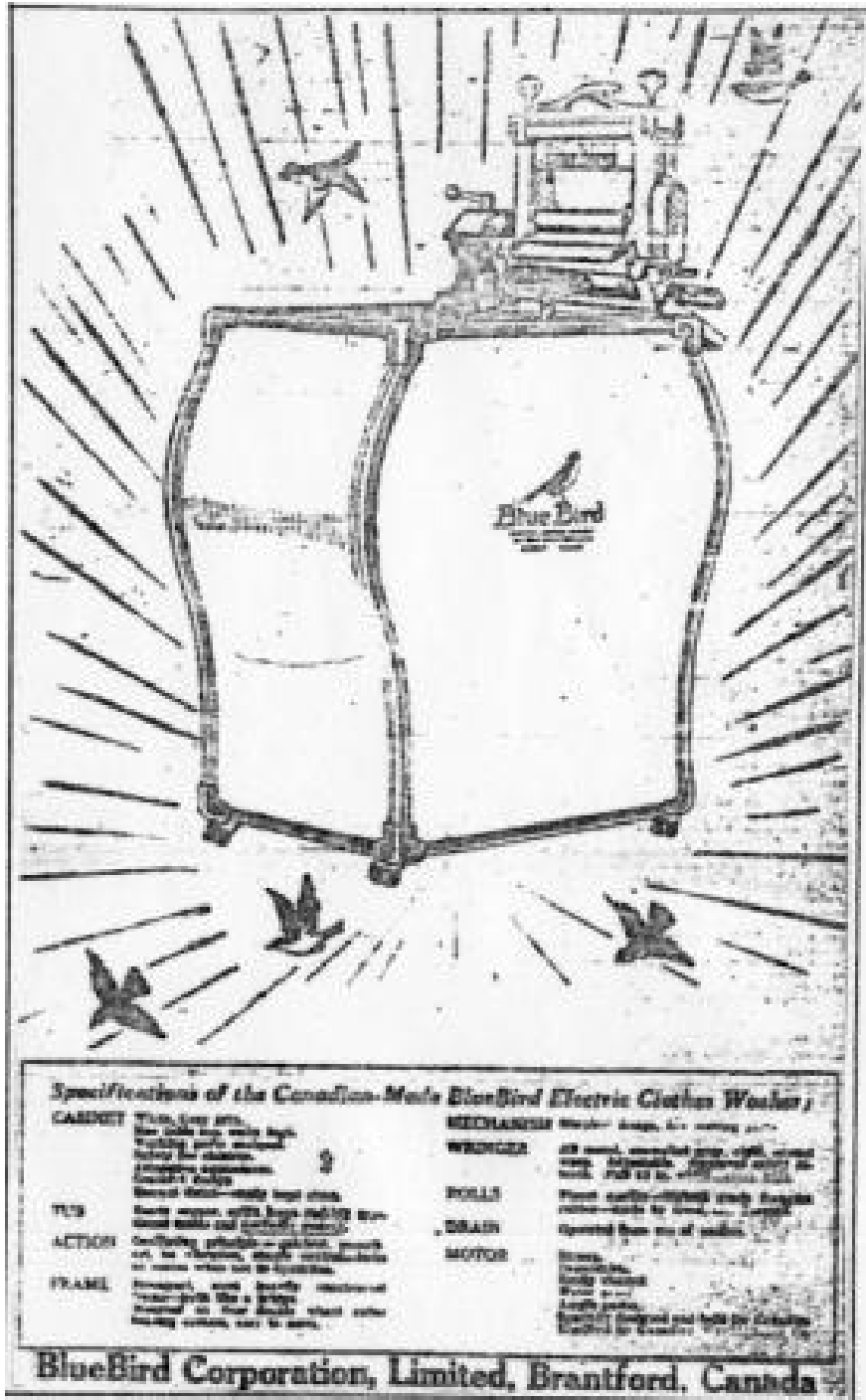
Acknowledgment of this Order must be made in writing by return mail.  
There is no verbal understanding or agreement, whatever, than the conditions stated in this order.  
Articles and materials shall be of the highest grade equal to the highest standard of their kind.  
No charges are allowed for loading or unloading unless previously agreed.  
This order is subject to cancellation if goods are not shipped at time stated.  
It is being understood that you will indemnify us for any loss or damage sustained on account of  
infringement of patents, or claims, whatsoever, on material covered by this order.  
All goods to be subject to our inspection.

BLUE BIRD CORPORATION, Limited  
By *A. J. Hill*

ORDER No 1925 Please quote this Order Number  
on further and subsequent orders

Original on file at the Brant County Museum.

APPENDIX 4c



Portion of advertisement depicting the Blue Bird Electric Washing Machine, published in The Brantford Expositor on September 3rd, 1920. Reproduced from microfilm on file at the Brantford Public Library.

## APPENDIX 5a

On May 8th, 1922, THE BRANTFORD EXPOSITOR published an article regarding the judgement of the Appellate Division of the Supreme Court of Ontario, in the appeal of Motor Trucks, Limited reversing the August 3rd, 1921 judgement of Mr. Justice Kelly of the Supreme Court of Ontario in which the Motor Trucks factory at 298 Murray Street was ruled to be the property of the United States of America, as follows:

COMPLETE JUDGEMENT IS GIVEN IN U.S. Vs MOTOR TRUCKS, LTD.

COMPANY IS GIVEN POSSESSION OF BUILDINGS ERECTED FOR WAR PURPOSES

The text of the judgments of the Appellate Court in the action brought by the United States of America against Motor Trucks Limited have been received and as there is considerable local interest in the matter The EXPOSITOR herewith gives to its readers the following extracts:

The defendant company was, as its name indicates, engaged in the manufacture of motors and kindred products with factory grounds and buildings at Brantford. Like many others in Canada and the United States they were called upon to meet the needs of the nations for war supplies and they undertook the manufacture of shells. Needless to say their ordinary business of peace time was thereby disarranged and very large financial outlay and financial responsibility incurred, though they hoped not without profit.

On 18th May, 1918, they entered into a contract with the United States Government for the machining of 125,000 high explosive shells.

It was recognized on both sides that it would be necessary to extend their plant and also their factory buildings. For these the company considered it would be advisable to acquire additional land and during the previous negotiations had obtained an option to purchase an adjoining parcel of over four acres The United States representatives were made aware of this fact and that it was only because of the contract that the company proposed to buy.

After the contract was awarded to it the company did exercise its option and became owner of the land and proceeded with the erection of extensive and substantial factory buildings with strong stone and concrete foundations and walls which were still unfinished when the contract was afterwards determined and the company was left with unfinished buildings and premises on its hands not required for ordinary business. The United States representatives were well aware of the extent and suitability of these buildings and indeed had required to be furnished with plans and details as was proper in view of the provisions of the shell contract.

When the contract was entered into the parties recognized and it stated that as it was necessitated by a state of war then existing that it was desirable that provision be made

for its termination on fair and equitable terms in the event or anticipation of the termination or limitation of the war. Article 8 of the contract therefore provided that at any time and from time to time during the currency of the contract the United States Chief of Ordnance might notify the Company that any part or parts of the shells then remaining to be delivered should not be manufactured or delivered. The same Article 8 went on to provide that in the event of the termination of the contract as therein provided the United States would pay the contractor:

- (1) for shell already or within 30 days thereafter completed and accepted;
- (2) the cost of component material and parts on hand provided for by the contract and not beyond its requirements; and
- (3) all costs shown by the company to have been theretofore necessarily expended and unpaid and all obligations necessarily incurred solely for the performance of the contract and from which the company could not be relieved.

Then follows this clause: "It is understood and agreed that should any such cancellation occur of the total of 250,000 shells as aforesaid the contractor (company) will be entitled to be reimbursed for the cost of the increased facilities described, in the extent of an amount computed by multiplying the number of shells cancelled by a unit figure obtained by dividing the cost of the increased facilities by the total number of shell named in the contract, namely 250,000 shells. This is upon the contractors representation that prior to the execution of this contract the contractors facilities were inadequate for the performance of the contract and the contractors agree to provide and erect the necessary buildings and equipment, machinery, tools and other facilities at its own cost which increased facilities in addition to the contractors normal facilities were required to enable the contractors to perform the contract. The contractor shall file at the earliest practicable time with the contracting officer a schedule of the kind and cost of all such increased facilities. To the above may be added such sums as the Chief of Ordnance may deem necessary to fairly and justly compensate the contractor for work, labor or services rendered under this contract. Title to all such component material and parts paid for by the United States under this article shall immediately on such payment vest in the United States."

The agreement bears internal evidence e.g. in Articles 12 and 16 of having been prepared or intended to follow one prepared, for use in the United States. And it is convenient here to note that the clause for reimbursement of cost of increased facilities while only referring to cancellation of the total of 250,000 shells was manifestly intended by its proportional clause which would otherwise be unnecessary to apply to cancellation of the whole before or after part delivery of shells.

The effect of it all appears to be that a contractor would necessarily disarrange and disorganize his business and for this unusual purpose provide increased facilities and if the contract were completed he would make a good profit and have for himself the increased facilities for which he had paid whatever they would be worth to him; but the contract might be cancelled when all or part of the shells were still undelivered and if so he would be paid for those if any, delivered and his outlay for material and parts provided and his expenses and liability incurred and would be "reimbursed" all or a proportion of

the cost of the increased facilities and might be allowed by the Chief of Ordnance something for work, labour and services rendered, but for the loss of the large contract for which he had disorganized his business he would not get a dollar more. The plaintiffs say they were to take the increased facilities for which they were to reimburse the contractor. If so it was truly a huge gamble into which the contractor entered, a clear case of double or quits. The defendant company on the other hand says it was to be reimbursed for its outlay for increased facilities so far as they had not been beneficial to them by performance of the contract and keeps those facilities and that was the only compensation it would have for its trouble and loss of profit, great or small. The dispute here is wholly as to the ownership of the land and buildings provided as increased facilities. It is quite evident that the clause relating to them was not carefully thought out or that each side was willing to take large chances. It is not disputed that it was intended to apply in the case of cancellation after part delivery of shells as well as before delivery of any. Both sides also not only admit but assert before this Court and claim that the new land as well as the new buildings were to be deemed "increased facilities" though the agreement itself only specifically mentions buildings, equipment, machinery, tools and facilities. Look for a moment at the possible results. Let us assume the contract to be as both sides looked on it for 250,000 shells, the second half of it only waiting a vote of Congress - but whether 125,000 or 250,000 there are the same anomalies. The contractor might expend \$250,000 on buildings on his land already owned by him - perhaps - wholly or in part separate buildings or extensions - lateral or upwards. If the contract were cancelled when one-fifth of the shells were still to be delivered he would be reimbursed \$50,000; if when four-fifths were undelivered he would receive \$200,000; if when more delivered \$250,000. Is it conceivable that either upon paying \$50,000 or \$250,000 the United States was intended to own the buildings or four-fifths or one-fifth of them and be at liberty to force partition or sale or removal of any part or parts, and not only deprive the contractor of any future profits but in effect bring to the hammer or wreck his pre-existing factory and business. Such an idea, I venture to say never entered the minds of any of the parties concerned. It certainly could not be intended that the United States would after reimbursing the contractor be in turn reimbursed by him by reason of its having a claim upon or in respect of his property. No such meaning is, I think, conveyed by the word "reimburse". If then it would be unreasonable and beyond the contemplation of any one in the case of \$50,000 or \$250,000 must it not also be in the case of the whole \$250,000? The word does not change its signification according to the amount. Does its meaning become altered because, instead of having the increased facilities on his own land, the contractor finds it necessary to provide other land as part of them? I cannot think that it does. And if the United States would not, by reimbursing him for building as he might have done on his own land, become owner of that building, on what principle can it be said that he must give up to it that for which he is reimbursed because instead of all buildings part of it is land?

To hold that by reimbursing the outlay for either buildings or land the United States was to become the owner of such buildings or land is to put those items on a level with the other component materials and parts the cost of which was to be paid by the United States to the contractor and this in spite of the fact that though there is express provision for

such component material and parts on such payment vesting in the United States there is entire absence of such provision for the buildings or the land. It is also of some less significance that while the contractor is bound not to mortgage or encumber the material which may become the property of the United States, there is no such restriction on the land or the buildings which the plaintiff claims also as his property.

It would seem as if the parties thought seriously of the increased facilities clause that the reimbursement was to take the place of compensation for the loss of profit and the United States was willing to pay a chance sum proportioned to the unexpired part of the contract though taking the risk of it being a portion of a large or small sum, while the company was willing to take the risk of chance compensation thereby when perhaps cancellation might take place before more than useless foundations or perhaps no improvements at all was to be paid for to them.

Whatever was the intention is not here questioned as being binding or as a subject for reformation and I am unable to conclude that as it stands and except in so far as the parties expressly or impliedly agreed, it gave the plaintiff any right to take the increased facilities for which the company was to be reimbursed its outlay.

Throughout all it must be borne in mind that if the company had been allowed to complete its contract it would unquestionably have owned its increased facilities whether land, buildings, machinery or plant and for any unnecessary or ultimately useless outlay thereon would have been compensated by its profits. If they are deprived of the profits or a part of them it should require clear proof to interfere with their undoubted ownership of these facilities when the reimbursement is so manifestly based upon and to make up for the loss of profit. I do not find any authority for here construing the word "reimburse" as in effect meaning "purchase" or "land." I am then of opinion that had there been nothing further the United States upon cancelling the contract were bound to pay the company the four classes of sums it called for, and were not entitled to any of the classes of property except those specifically mentioned which did not include land or buildings or the mere improvement thereon. But that does not end the matter.

The Armistice happily arrived and late in November, 1918, the United States cancelled the contract before any shells had been delivered. Then some months later the two parties sat down to settle according to the contract. The United States had entrusted its interests to the Imperial Munitions Board in Canada, assisted by one of its own officers. The company's directors and officers looked after its rights. There was nothing in the shape of an arbitration or new agreement. In fact the instruction from the United States to its officers and the Munitions Board were that the shell contract must be strictly adhered to and no authority was given to make any allowance or enter into any agreement not called for by it. According to letter of instructions of 6th March, 1917, to the Board from the Ordnance at Washington, the Board unless otherwise specially directed, was not to execute any contract on behalf of the Ordnance Department but it was decided as agent of that Department to negotiate and arrange details incident to the placing of contracts, adjust all disputes and claims arising thereunder...and in general act as agents of the Department in all matters. The letter was referred to as still in force in another of 23rd

December, 1918, as to claims in Canada, whereby the Board was to act as agent of the Ordnance Department for the settlement of all claims to be assisted by two American assessors, and it was stated (in clause 4), "The Board and assessors shall be governed by the terms of the contract or order in each case with the proviso that such discretionary powers as the contract may vest in the Chief of Ordnance or contracting officers shall be held to vest in the Board and the Assessors" and (in clause 7) "subject to the provisions of clause 4 the awards of the Board and the assessors will be accepted by the Ordnance Department as final" and (in clause 9) "in special cases the Board might submit the advisability of allowing the contract to be completed but they could not make any agreement therefore without express instructions".

The powers of the United States representatives in this settlement were therefore strictly limited and even if they thought it advisable for the United States to acquire any of the Company's lands or any interest therein they had no authority whatsoever to do so and they could not agree to pay any sum or make any allowance beyond what each contract called for.

Throughout the adjustment it is to be noted that the company was not to get a dollar for anything, but its actual outlay, past or future, with the exception of the item "compensation for services," which of course, were wholly past, were in effect largely direct outlay for service of its staff and directors and working of its plant.

The contract had provided that it should be allowed for services which would be past services - but except that allowance which the company was entitled to, it does not appear that the agents of the United States allowed or had power to allow anything whatever except "reimbursement" or that they varied or intended to vary or had power to vary the pre-existing agreement of the parties. The same amount of money was found to be due to the company whether the land or the improvements and buildings would belong to the United States or to the company so far as the evidence discloses, and it does not appear that any greater sum was allowed to the company as compensation for services or any compassionate allowance made to it because it would be losing its new land and buildings as well as its contract.

However, during the adjustment of the accounts it would appear that both by the representatives of the United States and by those of the company it was assumed that the land and buildings for which the company was being reimbursed as increased facilities would belong to the United States when the disbursements were so paid by the latter and in their report to the Ordnance Department of the amount arrived at the Munition Board and their assistants stated that the same would so belong. It is not clear, however, that the report or at all events, that part of it, was ever seen by any representatives of the company, and I would conclude from the evidence that it was not seen at all events in the sense of being observed.

The president, managing director and secretary of the company did, however, sign a form referring to the "Award" as final and as dated 22nd October, 1919, and as being "accepted." A "Settlement contract" was also drawn up for the United States bearing date



7th October, 1919, and expressed to be made between the company and the United States whereby after reciting the contract and found that it was in the public interest (of the United States) to terminate it and that the company was willing to accept its termination and forego profits therefrom and accept "this contract in lieu" of the original contract and all claims thereout, the parties agreed that:

(1) "this contract supercedes and takes the place of said original contract which is hereby terminated and the contractor hereby releases and discharges the United States from all claims arising out of the original contract or the termination thereof";

(2) "the United States shall forthwith pay to the contractor and the contractor agrees to accept the sum of \$637,812.58 (U.S. funds) in full and final compensation for articles or work delivered, services rendered and services, expenditures and obligations incurred by the contractor under the original contract and in full satisfaction of any and all claims... growing out of or incidental to said original contract;...and such payment when made shall constitute a complete settlement of every question or claim...pertaining to or growing out of the original contract"; and

(3) "title to all property specified in Schedule A hereto annexed and made part hereof shall vest in the United States immediately upon the execution of this agreement."

Then followed clauses whereby the contractor undertook for good title to the property and authority to assign and transfer and freedom from encumbrances and that all such property shall be kept separate and apart from property belonging to the contractor and cared for and marked for execution for registration of bills of sale, conveyances or assurances and finally notwithstanding this agreement, the United States reserved all right under the original contract to recover any payments improperly or erroneously made or for defects in articles or work done which might thereafter appear.

The Schedule A to that settlement agreement did not mention the land or buildings now claimed by the United States---so that the settlement agreement itself gives the plaintiffs no right to them. If the schedule had included them, the company would, in my opinion, have been entitled to relief in regard to them as being contrary to the original agreement which was being intended to be strictly carried out. It is, however, the United States which now seeks to reform the agreement into what would be, as I think, an unwarranted shape, because of an alleged assent by the company's officers to a claim during the fixing of the amounts payable to be awarded property which could not have been awarded to it as of right and for which so far as the evidence shows, no consideration whatever was paid. If any such alleged assent to its claim was given, it was at most inadvertent acquiescence by which the United States was not prejudiced or led to change its position in any respect, and cannot create any right to disturb the formal and proper document which alone the company by its representatives became party to. The mere fact, if it is a fact, that the company woke up late to the assertion of its rights, should not deprive it of its rights.

## APPENDIX 5b

On September 29th, 1923, THE BRANTFORD EXPOSITOR published an article regarding the judgement of the Lords of the Judicial Committee of the Privy Council in the appeal of the United States Government, reversing the April 28th, 1922 judgement of the Appellate Division of the Supreme Court of Ontario and upholding the August 3rd, 1921 judgement of Mr. Justice Kelly of the Supreme Court of Ontario, in which the Motor Trucks factory at 298 Murray Street was ruled to be the property of the United States Government, as follows:

FULL JUDGEMENT IS RECEIVED IN CASE OF UNITED STATES VERSUS  
MOTOR TRUCKS CO.

THE GROUNDS UPON WHICH THEIR LORDSHIPS BASED CONCLUSIONS -  
CASE IS REVIEWED IN GREAT AND LUCID DETAIL - LORD BIRKENHEAD  
DELIVERED THE FINDING OF THE COURT

The full text of the important judgement recently rendered by Lords of the Privy Council in the appeal case of the United States against the Brantford Motor Trucks, Limited, was received in the city today. Following is the complete document:  
Judgement of the Lords of the Judicial Committee of the Privy Council, delivered the 27th July, 1923.

Present at the Hearing:

- Earl of Birkenhead
- Viscount Haldane
- Lord Sumner
- Sir Henry Duke
- Mr. Justice Duff

(Delivered by The Earl of Birkenhead)

The present dispute, like so many others, had its origin in the sudden termination of the Great War. The entry of the United States of America into that war, and their desire to add to the resources already existing in that country, and available for the manufacturing of warlike munitions, led to a number of contracts with Canadian firms. Amongst others the respondents to this appeal, Motor Trucks, Limited, who were carrying on a manufacturing business in the City of Brantford, in Ontario, entered into a contract dated the 18th May, 1918 with the United States Government. In the opinion of the Board the operative clauses of this contract were superseded by a later and binding contract, referred to hereafter as "The Settlement Contract," which it will be necessary to examine with some care at a later stage. But although in the view which their Lordships have formed, the contract of the 18th May has ceased to be a decisive instrument for the purpose of determining the rights of the parties, some reference to its provisions is necessary to make the matter intelligible. In this connection the most important clause of the agreement is contained in Article VIII, which for convenience is here set out.

"ARTICLE VIII --- This contract being necessitated by a state of war now existing between the United States and certain foreign countries, it is desirable and expedient that provision be made for its termination upon fair and equitable terms in the event of the termination or limitation of the war, or if in anticipation thereof or because of changes in methods of warfare the Chief of Ordnance should be of the opinion that completion of this contract has become unnecessary. It is therefore provided that at any time, and from time to time, during the currency of the contract, the Chief of Ordnance for any of the foregoing reasons may notify the contractor that any part or parts of the shell herein contracted for then remaining to be delivered shall not be manufactured or delivered.

"In the event of the termination of this contract as in this article provided, the United States will inspect the completed shell then on hand, and such as may be completed within thirty (30) days after such notice, and will pay to the Contractor the price herein fixed for the shell accepted by and delivered to the United States. The United States will also pay to the Contractor the cost of the component materials and parts purchased by the Contractor for the performance of the contract and then on hand in an amount not exceeding the requirements for the completion of this contract, which shall be in accordance with the specification referred to in Schedule I here to attached, and also all costs shown by the contractor to have been theretofore necessarily expended, and for which payment has not previously been made, and all obligations necessarily incurred solely for the performance of this contractor of which the Contractor cannot be otherwise relieved. It is understood and agreed that should any such cancellation occur of the total of two hundred and fifty thousand (250,000) shells, as aforesaid, the Contractor will be entitled to reimbursement for the cost of the increased facilities described to the extent of an amount computed by multiplying the number of shell cancelled by a unit figure, obtained by dividing the cost of increased facilities by the total number of shells named in this contract, namely, two hundred and fifty thousand (250,000) shell. This is upon the Contractor's representation that, prior to the execution of this Contract, the Contractor's facilities were inadequate for the performance of the contract and the Contractor agreed to provide and erect the necessary buildings, equipment, machinery, tools and other facilities at his own cost, which increased facilities in addition to the Contractor's normal facilities were required to perform this contract. The Contractor shall file, at the earliest practicable time, with the contracting officer a schedule of the kind and cost of all such increased facilities. To the above may be added such sums as the Chief of Ordnance may deem necessary to fairly and justly compensate the Contractor for work, labor and services rendered under this contract.

"Title to all such component material and parts paid for by the United States under this article shall, immediately upon such payment, vest in the United States.

"The United States may refuse to make any payment or to reimburse the Contractor for or on account of component material or parts intended to form a part of the shell to be delivered under this contract, whether unused or in the process of manufacture or manufactured, in respect of the delivery of which shell the Contractor shall be in inexcusable arrears at the time of such termination.

"The decision of the Chief of Ordnance as to payments of allowances to the Contractor under this article made in accordance with the terms of this contract, and with the "Definition of Costs" pertaining to contracts issued by the Chief of Ordnance of the United States Army dated the 27th June, 1917, made a part hereof by reference will be final and binding on both parties hereto.

"The foregoing provision with regard to payments to be made by the United States upon the termination of this contract shall also apply in the event that performance by the Contractor of this Contract is finally prevented by causes determined by the Chief of Ordnance to have been beyond the control or without the fault of the Contractor."

It is reasonably certain that neither of the parties to this contract anticipated what actually happened, namely, that the armistice in the Great War would precede the delivery of a single shell under the terms of the Contract. And so it came about that much controversy arose in the courts below as to the meaning of what may conveniently be described as "the original contract," and particularly of Article VIII, in relation to the events which actually arose. The respondents contended that in such an event, on the true meaning of the contract, they were entitled to be repaid in full their expenditures upon the lands and buildings which they acquired and erected for the performance of the contract, and were also entitled to retain them as owners in such an event as that which has happened, namely, the termination of the war, while the contract in relation to delivery of shells was still executory. The appellants disputed this view. Their Lordships, having regard to the view which they have formed of the Settlement Contract, do not find it necessary to state any conclusion upon this particular controversy. But it is material to notice that Article VIII provides that the decision of the Chief of Ordnance of the United States Army as to payments and allowances to the Contractor under this article was to be final and binding on both parties thereto. Their Lordships have naturally not ignored the circumstances in which such a submission to the unilateral decision of a contracting party may be impeached either by the law of the United States or by the law of this country. It is sufficient to notice in this place that unless and until the jurisdiction was overruled by law, the Chief of Ordnance of the United States Government was in case of dispute *arbiter negotii*. The substitution of a later instrument of the authority of the ordinary Courts of the Dominion was evident advantage to the respondents. Nor should this advantage be overlooked when considering the question put to the Board by Mr. Tilley why the respondents should have been willing to substitute a less favourable for a more favourable agreement.

On the termination of the war the contract was brought to an end, early in the month of November, 1918, and the plaintiffs duly notified the defendant company that all work thereunder should be discontinued at the earliest possible moment. This notification was contained in a letter dated the 27th November, 1918, from the Imperial Munitions Board to the respondents. The Munitions Board, it should be explained, had been appointed by the United States Government on their behalf to inquire into and settle all claims between the plaintiffs and the defendant company arising out of the termination of the contract. It was to be assisted by two assessors appointed by the United States Government with ample powers for the adjustment of disputed claims. The concluding clause of a letter of

the 27th November, 1918, addressed by the Board to the respondents, may perhaps be quoted: "Your statement to the Board should cover your complete claims in respect of cancellation of your contract."

On the 13th December, 1918, a meeting of the directors of the respondent company was held at Brantford, in order to consider the situation created by the cancellation of the contract. Mr. Henderson, the company's solicitor, was specially invited to attend the meeting. A statement was made to the meeting by Mr. Secord and Mr. W.T. Henderson, reporting upon their recent visit to Washington, and generally upon the situation. Their Lordships take note in passing of the extreme improbability that a board of directors, convened to examine in the interests of their shareholders the situation which followed upon cancellation should have failed to obtain the advice of their solicitor, expressly summoned to offer them such advice as to their rights under the original contract.

On the 28th December, 1918, the respondent company appointed Mr. Detwiler and Mr. Andrewes (Secretary) to negotiate with the Board with reference to claims springing from the cancellation of the contract. These gentlemen were empowered to arrange a settlement of all claims with the Board.

On the 18th January, 1919, Colonel Craig, the Adjuster of Claims to the Imperial Munitions Board, addressed the following important letter to the respondent company.

"Ottawa, Jan. 18, 1919

"Messrs, Motor Trucks, Limited,  
Brantford, Ontario.

"Dear Sirs:

"In order to expedite the settlement of Contractors' claims against the United States Ordnance Department in respect of contracts, placed with them direct or through the agent of the Imperial Munitions Board; I beg to advise you that your claim should be filed not later than the 20th day of February next.

"Should you find it impossible to present your entire claim by this date; a reasonable extension of time will be granted if you apply for it, stating reasons for asking such extension.

"Where possible, contractors should use the forms and methods of making out their claims prescribed by the United States Ordnance Department, but should a contractor desire to use his own form he can do so, provided the necessary information is set out therein.

"This outside of payment for work completed or stopped in process, which will be dealt with under the Inventory by the United States Ordnance Department's officer at the plant, may be classified under the following heads:

- 1st - Inventory of supplies and materials
- 2 - Machinery
- 3 - Installation expenses
- 4 - Buildings or rentals
- 5 - Commitments for materials or supplies
- 6 - Other claims

Where contractors are working on more than one contract or order, a separate claim should be filed in respect of each con--tract or order.

"Claims should be classified so that the entire claim under each heading can be properly examined.

"Where a claim is made in respect of -

- (a) Expenditure on plant;
- (b) Expenditure in preparation for execution of the contract;
- (c) Operating loss;

it is advisable that such claims should be accompanied by a properly audited Balance Sheet and Profit and Loss Statement, together with the usual schedules necessary to a clear understanding of the same.

"In presenting their claims contractors should indicate what materials, supplies, machinery or buildings included in their claim of which they are prepared to relieve the United States Ordnance Department; and the rebate value they place on such items.

"Please note that after the date of Monday, the 20th January, all communications in regard to claims in respect of orders for the United States Ordnance Department should be addressed to:

Imperial Munitions Board,  
American Department,  
Room #66,  
Royal Bank Building,  
Toronto, Canada.

Yours truly,  
JOHN CRAIG,  
Adjuster of Claims, I.M.B.

This letter has been set out in full in order that it may be plain that even at this early stage in the matter the Munitions Board, on behalf of the United States Government, was inviting claims for buildings and was, in the second place, suggesting to the respondents that they should indicate what buildings were included in their claim of which they were

prepared by repurchase, to relieve the United States Ordnance Department. And if such a case arose they were invited to indicate the rebate value which they placed upon such buildings. In other words, they were afforded the opportunity of making a salvage offer in relation to buildings which must ex hypothesi have become the property of the United States Government, for otherwise a salvage offer would have been inappropriate and even unintelligible.

On the 13th May, 1913, the respondent company filed with the Imperial Munitions Board its claim, verified by affidavit and accompanied by a letter of the managing director, in which he said:

"We would emphasize the fact that this is a fixed price contract, and that all expenditures incurred and obligations assumed are made after very careful and earnest consideration by the executive of the company, and that recoupment of all such outlay would have been made from the proceeds derived from the contract.

"The books and records of this company have been audited and supervised by Certified Public Accountants, and the claim, to best of our knowledge and belief, is correct in every detail.

The total claim amounted to \$1,950,804.55 of which \$34,062.54 was claimed for land and improvements, and \$342,434.35 for buildings.

Consideration of the claim so filed was carried on by the Imperial Munitions Board and those associated with it for that purpose, in the presence of the defendants' representatives; and an award was arrived at of \$1,653,115.13 from which was deductible a loan by the War Credits Board of \$937,000, which with interest and an item of exchange, brought the total deductible to the sum of \$1,015,302.55, leaving a balance payable to the defendants of \$637,812.58. The amounts claimed as above for land and improvements, and for buildings were not reduced by the Board and the assessors, the full amount of the claim under these headings being allowed and included in the award.

On the 7th October, 1919, a contract known as the Settlement Contract was made between the United States of America and the Respondents, although the actual date of signature was the 8th November. This instrument is so important that some of its provisions must be set out in full:

"Whereas a certain contract was entered into between the United States and the contractor per War Ord. P.8118-2383a, dated the 18th May, 1919 (hereinafter called the original contract, which term also includes, wherever used herein, all agreements or orders, if any, supplementary to said contract, except this agreement); and

"Whereas the furnishing and delivery of further articles of work under said original contract will exceed the present requirements of the United States; and

"Whereas it is in the public interest to terminate said original contract as herein provided and the execution of this contract is in the financial interests of the United States; and  
"Whereas pursuant to the original contract the Contractor has incurred expenses and obligations for the purpose of finishing and delivering articles of work remaining undelivered under said original contract; and

"Whereas the Contractor is willing to accept termination of said original contract and to forego such profits as might have accrued to it from the completion of said original contract and to accept this contract in lieu of said original contract and any or all claims and demands of every nature whatsoever arising or which may arise out of said original contract; and

"Whereas the Contractor is willing to waive any and all rights that it may have under the provisions of original contract to a specified notice of termination or to continue the performance of said contract to any extent after the receipt of such notice of termination.

"Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

"(1) The contract supercedes and takes the place of said original contract, which is hereby terminated, and the Contractor hereby releases and discharges the United States from any and all claims and demands of every nature whatsoever arising out of said original contract or the termination thereof, except that all articles of work delivered or accepted on or before the date of this contract under and in pursuance of said original contract and not yet paid for shall be paid for in accordance with the provisions of said original contract as if it had not been terminated.

"(2) The Contractor shall furnish and deliver and the United States shall accept and pay for no more articles or work agreed to be delivered under said original contract except to the extent provided for in paragraph (1) hereof. The total number of finished units or amounts of work delivered or accepted on or before the date of this contract under or in performance of the original contract is all.

"(3) The United States shall forthwith pay to the Contractor and the Contractor agrees to accept the sum of six hundred and thirty-seven thousand eight hundred and twelve 58-100 dollars U.S. funds (\$637,812.58) in full and final compensation for articles or work delivered, services rendered and expenditures, expenses and obligations incurred by the contractor under the original contract and in full satisfaction of any and all claims or demands in law or in equity which the Contractor, his successors, representatives, agents or assigns may have growing out of or incidental to said original contract; the said Contractor hereby expressly agrees that such payment when made shall constitute a complete settlement of every question or claim, legal or equitable, liquidated or unliquidated, by or on behalf of the Contractor, pertaining to or growing out of the said original contract or the termination thereof.



"(4) Title to all property specified in Schedule 'A' hereto annexed and made a part hereof shall vest in the United States immediately upon execution of this agreement.

It is important to observe the express provision that "this contract supercedes and takes the place of the original contract, which is hereby terminated and the Contractor hereby releases and discharges the United States from any and all claims and demands of every nature whatsoever arising out of the said original contract or the termination thereof..." Clause (4) of the Settlement Contract requires special notice, for it is upon this clause that the appellants claim for rectification depends. (4) Title to all property specified in Schedule 'A' hereto annexed, and made a part hereof shall vest in the United States immediately upon execution of this agreement.

The question which requires the decision of the Board is whether or not it was the intention of the parties that the land and buildings, which had been paid for as claimed without deduction, should be inserted in Schedule 'A' and whether, if so, they were omitted therefrom by mutual mistake, so that rectification of an incomplete schedule should be ordered, or whether on the true interpretation of the intentions of the parties the respondents were entitled to receive all that they had expended upon acquiring the land and erecting the buildings, and, being so compensated, to retain both as their own.

The answer to these questions can only be found by reference to some legal considerations which their Lordships will hereinafter examine. If the parties intended that the lands and buildings should be included in Schedule 'A', so that the omission in the instrument was accidental, rectification ought undoubtedly to be decreed. The Board, therefore, finds it necessary to examine the actions and words of the parties at the relevant periods. And in enforcing the conclusions which will hereafter be stated their Lordships think it right to make it plain that they have entirely ignored the memorandum of the minutes of the meeting on the 7th October, 1919. In the opinion of the Board the terms of this memorandum were not admissible and should not have been admitted as evidence.

Their Lordships have reached the conclusion that both the appellants and the respondents intended that the land and the buildings should be included in Schedule 'A'. That the appellants so intended has not been seriously disputed and upon this point the Board entertains no doubt. Their Lordships, after giving careful attention to the matter, are no less confident that the respondents clearly understood that the award contemplated the transfer as owners to the United States of the land and buildings for which under its terms the Government had paid the respondents complete and generous compensation.

The reasons which have led their Lordships to a conclusion so clear may be shortly summarized.

It has been seen that the date of the signature of the Settlement Contract was the 8th November, 1919. The date of delivery of the cheque by the appellants to the respondents was the 10th November.

The claim of the respondents was made as early as the 13th May, 1919. Item 10, sub-items (c) and (d), were as follows:

- (c) Lands and improvements.....\$ 34,062.54
- (d) Buildings.....342,434.35

This claim was verified by an affidavit of Mr. Andrewes, the secretary, dated the 13th May. The Imperial Munitions Board, acting at the request of the United States Government, on their behalf, allowed these items of claim in full. It is common ground that the claim as made included the total expenditures made by the respondents upon both land and buildings. The conclusions of the Munitions Board upon the total payments to be made to the respondents were summarized in the award, dated the 7th October, the same day as the expressed date of the Settlement Contract, though, as has already been pointed out, this contract was not actually signed until the 8th November. The interval between the preparation and the signature of the contract was marked by some illuminating correspondence. Thus on the 9th October, 1919, the respondents wrote to the Munitions Board in misericordiam pointing out that the total award was \$1,574,199.39, whereas their own total liabilities were \$1,582,476.01. The writer of the letter (Mr. Andrewes, the Secretary) thereupon contends that the award was approximately \$26,000 "short of meeting" the company's liabilities. He suggested several methods of making up this comparatively insignificant deficit: of these the Board is only concerned with that which he places second --- "10 per cent compensation could be allowed on the buildings as due to the system under which these buildings were procured by us. This necessitated as much work and financing on our part as did the purchase of machinery."

Their Lordships hardly think it necessary to point out that the whole tone of this letter, and particularly the scale and scope of the discrepancy complained of, and of the remedy suggested, would have been patently impossible had the respondents imagined that the lands and buildings were to be retained by them in addition to the payment of their full value. Who in such a case would have spent time upon a deficit of \$26,000.

There presented itself recurrently at the period with which their Lordships are now dealing an expression of desire on the part of the United States Government that the respondents make what was known as a "salvage" offer for the lands and buildings; in other words that they should buy back from the appellant government, which presumably did not aspire to become the proprietors of lands and buildings in Canada, the properties of which they had divested themselves. It will be observed that the request for a salvage offer, and the making of such an offer, were wholly inconsistent with any view except that lands and buildings alike are intended by both parties to be included in the schedule. We do not, for instance, find the company, when invited by the Board, to make such an offer, replying that it was impossible to bid for what ex hypothesi was its own property; we find it, on the contrary, prudently preferring to postpone such an offer until the award was made, lest, it may be inferred, its modesty, when disclosed, should depress the valuation of the Board. But on the 27th October, 1919, a board meeting of the company's directors took place. The meeting authorized the three principal officials to purchase any

machinery and equipment, "or any other items on the claim," for the least possible sum. And two days later a salvage offer was actually made alike for lands and buildings. This offer was rejected by the appellants as inadequate. Its dimensions throw some light upon the liberality with which the respondents' own claim had been met.

On the 11th November, Mr. Andrewes addressed the following letter to the Salvage Board, a letter which Mr. Secord admits in his evidence that he read:

"Dear Sir:

"We completed negotiations yesterday with the Claims Board and received cheque in settlement of our claim. This settlement included running expenses up to the end of October, and we were advised by Colonel Stewart that any expense in connection with the plant from that date would have to be taken up with the Salvage Board. As you are no doubt aware, we have at the present time two watchmen and firemen, telephones installed, etc. If it is agreeable to you we will continue to keep the plant heated and guarded and pay all running expenses in connection therewith up to the end of November on the same basis as the Claims Board allowed for October, viz, \$750. At the expiration of this time you will no doubt have your plans formulated as to the disposition of the plant. In order to keep this factory up to its present standards, it is very necessary to keep the plant heated. Otherwise the steel sash will contract and the glass in the sides of the factory will crack and drop out. There is also the danger of the plaster contracting, cracking and dropping off. We would also suggest that the watchmen be retained, as the plant is situated in a very poor neighborhood and a great deal of the contents will develop legs and the majority of the windows will be smashed if the plant is left unguarded.

Yours very truly,  
F. Andrewes,  
Secretary.

It is sufficient to say of this letter that it is evidently explicable only upon the basis that the respondents were handing over the freehold. It offers advice and help to the new owners.

Between the 11th and 15th November the respondents discovered, in circumstances which need not be here elaborated, that the lands and buildings were not after all included in Schedule 'A' in the form in which they had received it. In an unfortunate moment they decided to take advantage of that which they certainly knew to be a mutual error, and wrote the letter of the 15th November to the Salvage Board - a letter which has not produced an agreeable impression upon their Lordships' minds. It was to the following effect:

"Gentlemen:

"Referring to your telegram of the 13th instant to Motor Trucks, Limited, you seem to be under some misapprehension as to the position of matters.

"We have advised Motor Trucks, Limited, not to turn over the keep of their plant to your representatives. While we are quite willing to afford you every facility to remove from our property and plant any equipment component parts and materials which belong to your government, and which are listed in Schedule 'A' referred to in the Settlement Contract of the 7th October, 1919, we have advised Motor Trucks, Limited, that it is unnecessary to turn over to you possession of the property in order to enable you to accomplish this. We have further advised Motor Trucks, Limited to offer to you every facility in the removal of your property which we desire to see accomplished with the least possible delay in order that the company may proceed with its reorganization.

"In the meantime, and while the work of removal of your property is in progress, Motor Trucks, Limited, expect to be compensated for all expenses incurred in keeping their buildings heated, guarding the property and other incidental expenses. Motor Trucks Limited, will also expect to be paid a reasonable rental charge for the use of their lands and buildings for the storage of your property until you have removed it.

"We would like to suggest again that Motor Trucks, Limited, will afford you every assistance for the speedy removal of your property specified in Schedule 'A' and would urge you to lose no time in accomplishing this, as the company's plans for future operations require the immediate use of these lands and buildings.

Yours truly,  
HENDERSON & BODDY,  
W.T. HENDERSON

The writer of this letter was the Mr. Henderson who attended the meeting of the directors of the company already referred to, held on the 18th December, 1918, in order to advise them as to their position in view of the cancellation. It is important to notice that the letter is wholly inconsistent both with the respondents attitude up to this point, and with their argument before the Board, for it found itself inferentially upon the omission of the lands and buildings from Schedule 'A'.

"We are quite willing to afford you every facility to remove from our property...materials which belong to your government and which are listed in Schedule 'A'." The letter does not say "Me agree that the lands and buildings were omitted by mutual error from Schedule 'A', but we meet this omission by a kind of counter equity, viz., our own earlier mistake." Yet this accidental omission is to-day as much of the case of the respondents as of the appellants. Upon this point the evidence of Mr. Secord is conclusive. That gentlemen was asked:

"How did you come to make a salvage offer for these lands and buildings?"

He replied, "My own idea is that we lost sight of our ownership under the terms of the contract at that time. In other words, we forgot it."

This answer and others like it, make it plain that the present case of the company is that they all contemplated the inclusion of the lands and buildings in the schedule, so that the omission so to include them was the result of mutual error; but that they never would have agreed so to include them they had recollected or appreciated what they now imagine to be their rights under the original contract. This admission, which is incontestible, might have saved their Lordships the trouble of examining the contemporary history as closely as has seemed desirable. But having regard to the view taken by the majority of the judges in the Appellate Division of the Supreme Court of Ontario, it seemed to the Board worth while to make it plain from that which the respondents said and did at the critical period that they had been unwillingly, and quite late in the day driven to the admission that they, too, contemplated the inclusion of the lands and buildings in the schedule. Discovering that they had been accidentally omitted therefrom they decided to try and take advantage of this omission and to retain both the property and the price. Of this attempt their Lordships think it necessary to add nothing to the observations made by Mr. Justice Kelly: "The respondents," says the learned judge, "Seeing in the error a possibility of acquiring what they had failed to purchase, lent themselves to conduct and action not creditable to themselves, and not in accord with businesses practices usually prevailing in this country." The admission, now necessarily but tardily made, that both parties shared the error as to the contents of the schedule, make it superfluous to examine the circumstances in which the incomplete schedule was handed over to the company. But it may be usefully noted that the explanation lay in the extreme anxiety of the company to receive their cheque, and in the willingness of the appellants to accommodate them, even before the schedule could be completed. It remains, therefore, to consider what view in fact and in the law must be taken of the respondents' remaining contention that their agreement to part with the ownership of the lands and buildings (in which is implicit their agreement to insert them in the schedule) was produced by an error as to their legal rights under the original contract. Whether they possessed any such rights as those supposed under that contract it is not necessary to consider, for the Trial Judge found as a fact that those who represented the company were not at any single relevant moment forgetful of any right whatsoever which they may have possessed under that agreement. And their Lordships, so far from quarrelling with this finding, most expressly accept and approve it. Nothing need be added in parting with this contention, except that in all the circumstances it required considerable hardihood to conceive and put it forward.

But even if the company's officials had made a mistake---in the circumstances wholly incredible---such a mistake could not in law have produced any effect upon the rights of the parties. For it is not contended, and could not be that the mistake was shared by the appellants; and unilateral error, which in such a case as the present would hardly be distinguishable from carelessness, does not afford to the respondents any ground of defence in proceedings such as these.

It was further suggested that the present action involved an attempt to enforce a parol contract inconsistently with the principle of the Statute of Frauds. It is however, well settled by a series of familiar authorities that the Statute of Frauds is not allowed by any court administering the doctrines of equity to become an instrument for enabling sharp

practices to be committed. And indeed the power of the court to rectify mutual mistakes implies that this power may be exercised notwithstanding that the true agreement of the parties has not been expressed in writing. Nor does the rule make any inroad upon another principle, that the plaintiff must show first that there was an actually concluded agreement antecedent to the instrument which is sought to be rectified; and secondly that such agreement has been inaccurately represented in the instrument. When this is proved either party may claim, in spite of the Statute of Frauds, that the instrument, on which the other insists, does not represent the real agreement. The statute, in fact, only provides that no agreement not in writing and not duly signed shall be sued on; but when the written instrument is rectified there is a writing which satisfies the Statute, the jurisdiction of the court to rectify being outside the prohibi-of the Statute.

The respondents, however, advance still a further point of law. They contend that a plaintiff was not allowed to sue in the old Court of Chancery for the specific performance of a contract with a parol variation. There seems no reason on principle why a Court of Equity should not at one and the same time reform and enforce a contract; the matter, however, has been much discussed in the courts, and the balance of distinguished authority not equally maintained. But the difficulty, which was almost entirely technical, has been, in the view of the Board, removed by the provisions of the Judicature Act, 1873, Section XXIV, which are reproduced in the Judicature Act of the Province of Ontario, Chapter 56, Section XVI (b) of the Revised Statutes of 1914. This section provides that the court, which is to administer equity as well as law, is to grant, either absolutely or on such reasonable terms and conditions as it shall deem best, all such remedies as any of the parties may appear to be entitled to in respect of any and every legal and equitable claim properly brought forward by them in such cause or matter, so that, as far as possible, all matters so in controversy between the parties may be completely and finally determined, and all multiplicity of legal proceedings discouraged.

The analgous provisions of the English Judicature Act are stated by Sir Edward Fry in his book on Specific Performance, 5th edition, para 816. The learned author holds (and the Board agrees with him) that the controversy between the Chancery Judges has now become obsolete inasmuch as since the Judicature Act the court can entertain an action in which combined relief will be given simultaneously for the reformation of a contract, and for the specific performance of the reformed contract.

Despite some differences in subsequent decisions, in which the principles of Section XXIV of the Judicature Act have not been sufficiently considered, it has been held by P.O. Lawrence J. and by the Court of Appeal in the very recent case of Craddock Brothers v. Hunt (unreported at present), that the principle as laid down by Sir Edward Fry must now prevail.

Their Lordships are of the same opinion, and conclude that under this head no difficulty confronts the appellants in the present case.

The Board has thought it proper to consider the matters raised in this appeal with some particularity, partly because of the importance of the case, and partly out of respect for the learned judges who took a different view in the Court of Appeal. But on analysis the

issue has proved to be extremely simple. Both parties intended the lands and buildings to be included in the schedule. These were inadvertently omitted. Rectification must follow some exceptional ground for excluding this remedy is advanced. The respondents have attempted only to show that they agreed to the schedule in its intended form by reason of an error as to their existing legal rights. This contention has been rightly negated on the facts, and would in any event, be irrelevant in law. Their Lordships will therefore, humbly advise His Majesty that this appeal should be allowed, the judgement of the Appellate Division of the Supreme Court set aside with costs, and the judgement of Kelly, J., restored. The respondents will pay costs of the appeal.