At Ottawa, [illegible] Foster informed [illegible] officers that the [illegible] be drilled at [illegible] supplementary [illegible] down to provide for [illegible] did not say whether [illegible] done at brigade headquarters. It [illegible] it is possible that [illegible] September, as there [illegible] for preparation for [illegible]

TOWN COUNCIL.

The town council met on Monday evening, the mayor in the chair. Present—Reeve Robertson, [illegible] Armstrong, Jones, Somerville, Bastedo, McDowell, Little, Deacon, Earl, Peacock.

The committee on streets and sidewalks recommended that the tender of Thos. Cozy for cedar crossing be accepted, and reported that gutters and tiles to connect with sewers had been placed on Main street, on the corner of Main and Martin streets, and that grade had been repaired and [illegible] up opposite the mayor's residence. The report was adopted, with a recommendation added that the leveller be put on the streets at a suitable time.

The committee on waterworks and fire reported recommending that persons filling boilers occasionally from hydrants be required to first pay the town clerk 75c. and receive a permit, that water for tannery be at once shut off on street, that S. Bradley be allowed water for street sprinkling on payment of $10 for the season, that Geo. Hume be allowed water for cows for $8, that by-law be prepared providing that no person be allowed to put in extra pipes without a permit from the clerk, that hydrants at ends of system be flushed out, and that the clerk be instructed to notify the secretary of the Underwriters Association that the council cannot at present arrange to have a man sleep in the fire hall. The report was adopted.

The following letter from Laidlaw, Kappele & Bicknell, re Winn v. Milton, was read :—

TORONTO, 2nd May, 1895.

To the Mayor of the Town of Milton.

DEAR SIR:

Geo. Winn & Son v. Town of Milton.

We have considered the Judgment and the methods of calculation in this case, and we make a report thereon, with our comments, for the consideration of the council.

1.—CONTINUOUS EMPLOYMENT.

The Judge rules that "as the agreement does not say fifty operatives in each week of each year, plaintiffs may apply the doctrine of averages to the working out of this case."

The clause referred to is that "the said George Winn & Son will *without any default whatever continuously* during the term of ten years after the completion of said building *employ in said business in said building* not less than *fifty operatives in each* year of said term, *with an average pay roll in each year of* $200 per week."

[illegible] witnesses for the plaintiffs admit [illegible] the plaintiffs did not continuously [illegible] fifty operatives for the year [illegible]

[illegible] are of opinion that the agreement [illegible] "continuous employment" means [illegible] continuous employment," and not [illegible] annual employment," and no application Court will, in our opinion, sanction a theoretical doctrine of averages to defeat the simple words as well as the spirit of the agreement.

2.—MEMBERS OF THE FIRM.

The Judge rules that "the sole member of the firm cannot be counted in the number of operatives."

The *practical result* of this ruling and the method of calculation adopted by the Judge is that George Winn cannot be counted as an operative because he is bound to employ fifty operatives, and *William Winn* shall be *counted as operative.*

[illegible] calculations are so close that [illegible] this ruling is necessary to frustrate the defence of the town.

[illegible] evidence shows—

That George Winn & Son did [illegible] on oath on the application to [illegible] the by-law that the firm of [illegible] Winn & Son was composed of [illegible] Winn and William Winn and [illegible] membership of George Winn and [illegible] Winn was necessary to the [illegible] the by-law.

[illegible] George Winn & Son, the [illegible] action, alleged in the [illegible] proceedings that George [illegible] William Winn were the [illegible]

[illegible] Winn did allege on [illegible] he was the sole [illegible] roll for the year [illegible] weeks (under the [illegible] thereafter), in[illegible] worked at the [illegible] workers and [illegible] to an [illegible]

The Judge rules that "the plaintiffs are entitled to have the average reckoned on a basis of forty-nine weeks for one year in which a fire occurred and the operatives were not at work for three weeks afterwards."

If the plaintiffs had carried out the spirit and intention of the agreement, the defendants might not have objected to the want of employment caused by the fire, but we do not know of any principle which will justify a calculation to be made for the purpose of the construction of an agreement on a basis of forty-nine weeks for a year instead of fifty-two weeks. It is not, in our opinion, necessary to rely on such an objection, but of course this ruling is also necessary for a judgment in favor of the plaintiffs under the system of calculations and averages which have been adopted by the Judge.

6—"OCCASIONAL" AS AGAINST "CONTINUOUS" EMPLOYMENT.

The Judge rules that "the plaintiffs are entitled to credit for any operative who worked any part of a week."

Under this ruling any person who worked one hour in the business shall be counted as an operative for a week. There are cases in which only 15c. was paid to an operative for the week, and in ascertaining the count under the method of calculation, this person and others receiving similar payment are counted as workers for the whole week, and the *employment is held to be continuous employment. If this ruling is allowed by the council to stand, the plaintiffs may easily evade the provision of the agreement by occasional employment, and the doctrine of averages adopted by the Judge.*

7.—OPERATIVE CALCULATION.

The Judge has ruled that "operatives who left and never came are to be excluded after the end of the last week in which they "did any work."

The effect of this will be that if a person shall be employed in the month of January and leave work without discharge he is not to be counted under the doctrine of averages, after the last week in which he did any work, but if he returns during the year, all the intervening time of his absence shall be counted for the purpose of the doctrine of averages.

These rulings and methods of calculation appear to us to whittle away the protection intended by the agreement. You will observe that they are like links in a chain, and on the reversal of any single ruling the whole chain falls to pieces. An appeal should be proceeded with, and we are of decided opinion that it will succeed.

If the judgment is allowed to stand, the town will be liable for $600 and interest, and the rulings will govern the construction of the agreement in regard to future obligations.

The town would also be liable for the costs of plaintiffs and defendants if judgment allowed to stand.

On the other hand, if appeal proceeded with and allowed the town would be relieved from all obligations for the money and costs.

The costs of preparation for and argument of the appeal would be about $125.

Yours truly,

LAIDLAW, KAPPELE & BICKNELL.

The special committee on the suit reported as follows:

"Your special committee appointed to advise with our solicitor in case Winn v. Town of Milton, having considered the opinions of our solicitor and of Messrs. Laidlaw, Kappele & Bicknell, would recommend that we follow the advice given therein, and that this committee be instructed to give directions for an appeal to be entered."

The motion for the adoption of the report was followed by a lively discussion, and three amendments were submitted and lost, the original motion being carried on the following division:

Yea—Armstrong; Jones, Somerville, Bastedo, Little, Robertson, McCollom—[illegible]

Nay—McDowell, Earl, Deacon, Peacock—4.

[illegible]ort was adopted from a special [illegible] recommending that an en[illegible]gaged to survey the drain [illegible]side of the G.T.R., and to [illegible] of the whole work [illegible] such cost to each [illegible] by the same.

[illegible] Japan.

[illegible] United Press [illegible] Petersburg says [illegible] that Rus[illegible]ending with [illegible] does not [illegible] wholly to [illegible] under Russian [illegible] leaving Russia [illegible] the Siber[illegible] through [illegible] Port Arthur [illegible] Russia build a [illegible] Kirin City to New Chi[illegible]

The Morning Post is informed from [illegible] that representatives of the peace [illegible] China and Japan were [illegible] at the Foo to-day.

[illegible] The Times has this [illegible] Chinese [illegible] to St. [illegible]

[illegible]

[illegible]

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